



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

DECEMBER 1, 2015

AGENDA

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

A. OPENING

1. Pledge of Allegiance
2. Invocation - Pastor Calvin Gittner - Port Orange Presbyterian Church
3. Roll Call
4. Rules of Procedure

B. AGENDA APPROVAL

C. SPECIAL REPORTS AND PRESENTATIONS

5. Nancy Keefer - Daytona Regional Chamber of Commerce

D. PUBLIC HEARING

6. Second Reading - Ordinance No. 2015-38 - Police Pension Benefits
7. Second Reading - Ordinance No. 2015-39 - LDC Amendment/Chapters 12, 17, and 18; Case No. 15-25000004
8. Second Reading - Ordinance No. 2015-40 - Seventh Amendment to the Amended and Restated Port Orange Gateway Center Master Development Agreement; Case No. 15-40000001
9. First Reading - Ordinance No. 2015-41 – Annexing approximately 5 acres of property located at 1780 Taylor Road into the City of Port Orange. Case No. 15-10000001

10. First Reading - Ordinance No. 2015-42 - Small-Scale Comprehensive Plan Amendment changing the Future Land Use (FLU) designation for 1780 Taylor Road from Volusia County Urban Low Intensity (ULI) to City of Port Orange Suburban Residential (2-4 units/acre).
CASE NO. 15-20000001

11. First Reading - Ordinance No. 2015-43 – Rezoning and 1st Amendment to the Amended and Restated Master Development Agreement (MDA) and Conceptual Development Plan (CDP) for the Crane Lakes Planned Unit Development (PUD).
CASE NO. 15-40000002

12. Special Exception for a Mini-Warehouse Facility at 5811 S. Williamson Blvd. Case no. 15-70000001

E. TOWN CENTER CRA MEETING

F. BOARD APPOINTMENTS, INTERVIEWS, REPORTS

13. Citizen Advisory Committee for TPO

14. Report from Kemper Sports Management regarding Cypress Head Golf Course

G. CITIZEN PARTICIPATION (Agenda)

15. Cameron McClelland-Spruce Creek High School Fastpitch Coach

16. Volusia's Best Presentation - Ned D. Harper, Small Business Development Center

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

I. COUNCIL COMMENTS

17. Comments/Concerns from Council Members

J. CONSENT AGENDA

18. Approval of Minutes

a. November 10, 2015 - Regular City Council Meeting

b. November 17, 2015 - City Council Workshop

19. Resolution No. 15-82 - Budget Appropriation

20. Bid Awards and Contract Items

a. Ratify and confirm the decision of the City Manager for Change Order No. 5 to McMahan Construction Contract for the Williamson Blvd. Regional Lift Station Project

b. Laundering/Dry Cleaning Service for Police and Fire Personnel

- c. Renewal of Piggyback Agreement with Phillips and Jordan Inc. for Debris Removal, Reduction and Disposal
- d. Award Bid #B16-03 to Meeks Plumbing, Inc. for Digester Cleaning
- e. Renewal of Piggyback Agreement with AshBritt Inc. for Debris Removal, Reduction and Disposal
- f. Renewal of Piggyback Agreement with Crowder-Gulf Joint Venture Inc. for Debris Removal, Reduction and Disposal
- g. Approval of Municipality/Transportation Planning Organization FY 2015/2016 Funding Agreement
- h. Change Order No. 2 to Sawcross Incorporated Contract for the Reclaimed Water Reservoir Outfall and Filtration Project Bid #15-09

K. TABLED ITEMS

- 21. Resolution No. 15-77 - Recommending Elimination or Limiting the Jurisdiction of the Volusia County Growth Management Commission (Tabled November 10, 2015)

L. REGULAR AGENDA

- 22. Investment Policy

M. COMMENTS

- 23. City Attorney Comments
- 24. City Manager Comments

N. COUNCIL COMMITTEE REPORTS

- 25. City Council Committee Reports
 - a. ArtHaus
 - b. River to Sea TPO
 - c. General Employees' Pension Plan
 - d. YMCA
 - e. Police Pension Plan
 - f. Fire Pension Plan

O. 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

Regular City Council Meeting

12/01/2015

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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 12/01/2015

Consent item: No

SUBJECT: Second Reading - Ordinance No. 2015-38 - Police Pension Benefits

DEPARTMENT: Administrative Services

GOAL: 4 - Fiscal Sustainability

OBJECTIVE: N/A

RECOMMENDED MOTION: Move to approve Ordinance No. 2015-38.

SUMMARY: In 2011, the city adopted ordinance 2011-3 (an IRS compliance amendment) for the police pension fund. This amendment inadvertently deleted the reference to the \$95,000 annual maximum total benefit.

Ordinance (2015-38) is necessary in order to ensure the plan for the pension fund accurately reflects the agreements reached in collective bargaining. An actuarial impact of this change has been completed showing no impact and is attached to this item.

Staff requests approval of this ordinance in order to correct the language in the police pension ordinance.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Ord. No. 2015-38	Ord. No. 2015-38 .pdf
2.	Actuarial Statement	Actuarial Statement.pdf
3.	Ordinance 2011-3	Ordinance 2011-3.tif

Fenwick, Robin

Created/Initiated - 11/19/2015

ORDINANCE NO. 2015-38

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 54, ARTICLE V, CODE OF ORDINANCES, ENTITLED AMENDING THE CITY OF PORT ORANGE POLICE PENSION FUND; AMENDING SECTION 54-130 TO IMPOSE ANNUAL MAXIMUM ON BENEFITS PAYABLE; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port Orange (the “City”) currently sponsors a Police Pension Fund (“Pension Fund”); and

WHEREAS, the City of Port Orange, Florida entered into a collective bargaining agreement with the Police Benevolent Association covering City police officers for the period October 1, 2009 through September 30, 2012; and

WHEREAS, the City subsequently entered into a successor collective bargaining agreements for the periods October 1, 2012 through September 30, 2014, and October 1, 2014 through September 30, 2017; and

WHEREAS, the collective bargaining agreements contain an annual maximum total benefit of \$95,000, inclusive of cost-of-living adjustments; and

WHEREAS, the City Council passed Ordinance 2011-2 which codified various agreements reached in collective bargaining, including the \$95,000 annual maximum; and

WHEREAS, the City Council subsequently passed Ordinance 2011-3, an IRS compliance amendment, which inadvertently deleted the \$95,000 annual maximum; and

WHEREAS, this ordinance is necessary in order to ensure the plan for the Pension Fund accurately reflects the agreements reached in collective bargaining; and

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

WHEREAS, the City Council deems it to be in the public interest to make this change to the Pension Fund.

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

Section 1. Section 54-130(a) of the City of Port Orange Police Pension Fund is hereby amended by adding a subparagraph as follows:

Sec. 54-130. Benefit level.

(a) *Calculation of benefit amount.*

[...]

(7) For participants who are employed and not participating in the DROP on January 31, 2011, and for participants hired after that date, the maximum total benefit amount provided under Section 54-130 shall not exceed ninety-five thousand dollars (\$95,000.00), inclusive of any cost of living adjustments to which the member may be entitled.

Section 2. Specific authority is hereby granted to codify and incorporate this ordinance in the existing Code of Ordinances of the City of Port Orange.

Section 3. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

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

Section 5 This ordinance amendment shall take effect upon adoption.

MAYOR ALLEN GREEN

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the _____ day of _____, 2015.

Passed and adopted on second and final reading on the _____ day of _____, 2015.

Reviewed and Approved: _____
Margaret T. Roberts, City Attorney



July 23, 2015

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

Re: Impact of Maximum Benefit Proposed Ordinance

Dear Karan:

As requested, we have determined the impact associated with the attached proposed ordinance revising the provisions of the City of Port Orange (the City) Police Officers' Pension Fund (the Plan) to re-insert the maximum annual benefit of \$95,000 for certain members. This letter outlines our understanding of the proposed changes and summarizes the actuarial cost impact on the Plan. The changes are summarized as follows:

Section	Amendment
54-130(a)	Adds subsection (7) re-inserting the \$95,000 maximum annual benefit for certain members.

Actuarial Impact

The \$95,000 maximum annual benefit was put in place in 2011 and has been included in the plan liabilities since but inadvertently removed from the code by a subsequent ordinance. 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,

A handwritten signature in black ink, appearing to read 'Chad M. Little', is written over a light blue horizontal line.

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

ORDINANCE NO. 2011- 3

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 STATE AND FEDERAL LAWS AND REGULATIONS AND SECTION 401(a) OF THE INTERNAL REVENUE CODE BY AMENDING SECTIONS 54-122, 54-129, 54-130 AND 54-139 RELATING TO DEFINITIONS, PAYMENT OF BENEFITS, BENEFIT LEVEL AND DIRECT TRANSFERS OF ELIGIBLE ROLLOVER DISTRIBUTIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Port Orange, Florida, recognizes the requirement to maintain a police officers' retirement fund that complies with all State and Federal laws and regulations, and:

WHEREAS, recent changes to federal laws and regulations require that various amendments be made to the Plan in order to maintain its status as a qualified plan under Section 401(a) of the Internal Revenue Code; and

WHEREAS, an amendment to the City code is necessary to permit such new obligations and conditions; and

WHEREAS, the trustees of the Port Orange Police Pension Fund have requested and approved the amendments provided herein as being in the best interests of the participants and beneficiaries and improving the administration of the plan, and

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

WHEREAS, it is the intent of the City Council that the retirement plan comply with the federal and state requirements in a manner that does not modify the benefit changes recently negotiated by the City and PBA which are contained in a separate ordinance; and

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

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

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

Section 1. The City Council hereby amends Chapter 54, Article 5, Section 122, Definitions, in part, to read as follows:

Sec. 54-122. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

* * *

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, one-half (½) of any lump sum payments for accumulated sick and annual leave upon termination of employment; 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 for any plan year shall not include overtime compensation in excess of 300 hours per calendar year, more than one-half (½) of any lump sum payments for accumulated sick and annual leave upon termination of employment, or extra duty or special detail work performed on behalf of a second party employer.

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.

[All other definitions remain unchanged]

Section 2. The City Council hereby amends Chapter 54, Article 5, Section 129, Payment of benefits; forfeiture of benefits, in part, to read as follows:

Sec. 54-129. Payment of benefits; forfeiture of benefits.

- (a) *Frequency of payments.* Pension benefits shall be paid monthly.
- (b) *First payment.* The first payment of normal or early retirement benefits shall begin on the first day of the month on which or after

the participant meets the requirements of section 54-126(a), provided that in no event may a member's retirement benefit be delayed beyond the later of April 1 following the calendar year in which he attains age 70 1/2 or April 1 of the year following the calendar year in which he retires. Distributions under this plan will be made in accordance with regulations under section 401(a)(9) of the Internal Revenue Code. Provisions of section 401(a)(9) of the Internal Revenue Code shall override any distribution options in the plan that may be inconsistent with such section. Required Beginning Date as defined in Subsection (b) of Section 54-139.

- (c) [Remains unchanged]
- (d) [Remains unchanged]

Section 3. The City Council hereby amends Chapter 54, Article 5, Section 130, Benefit level, in part, to read as follows:

Sec. 54-130. Benefit level.

- (a) [Remains unchanged]
- ~~(b) *Maximum benefit amount.* In no event may a member's annual benefit exceed the lesser of:~~
 - ~~(1) Ninety thousand dollars (adjusted for cost of living in accordance with section 415(d) of the Internal Revenue Code, but only for the year in which such adjustment is effective); or~~
 - ~~(2) One hundred percent of the average annual compensation for the member's three highest paid consecutive years; however, benefits of up to \$10,000.00 a year can be paid without regard to the 100 percent limitation if the total retirement benefits payable to a member under all defined benefit plans (as defined in section 414(j) of the Internal Revenue Code) maintained by the employer for the present and any prior year do not exceed \$10,000.00 and the employer has not at any time maintained a defined contribution plan (as defined in section 414(j) of the~~

Internal Revenue Code) in which the employee was a member.

If the member has less than ten years of service with the employer (as defined in section 415(b)(5) of the Internal Revenue Code and as modified by section 415(b)(6)(D) of the Internal Revenue Code), the applicable limitation in subsection (1) or subsection (2) of this subsection shall be reduced by multiplying such limitation by a fraction, not to exceed one. The numerator of such fraction shall be the number of years, or part thereof, of service with the employer; the denominator shall be ten years. For purposes of this subsection, annual benefit means a benefit payable annually in the form of a straight life annuity with no ancillary or incidental benefits and with no member or rollover contributions. To the extent that ancillary benefits are provided, the limits set forth in subsections (1) and (2) of this subsection will be reduced actuarially, using an interest rate assumption equal to the greater of five percent or the interest rate used in the most recent annual actuarial valuation, to reflect such ancillary benefits. If distribution of retirement benefits begins before age 62, the dollar limitation as described in subsection (1) of this subsection shall be reduced actuarially using an interest rate assumption equal to the greater of five percent or the interest rate used in the most recent annual actuarial valuation; however, retirement benefits shall not be reduced below \$75,000.00 if payment of benefits begins at or after age 55 and not below the actuarial equivalent of \$75,000.00 if payment of benefits begins before age 55. If retirement benefits begin after age 65, the dollar limitation of subsection (1) of this subsection shall be increased actuarially using an interest assumption equal to the lesser of five percent or the interest rate used in the most recent annual actuarial valuation. For purposes of this subsection, average annual compensation for a member's three highest paid consecutive years means the member's greatest aggregate compensation during the period of three consecutive years in which the individual was an active member of the plan. The special maximum retirement income benefit limitation applicable to police officers at the normal retirement date shall be as set forth in section 415(G) and (H) of the Internal Revenue Code of 1986 and amendments thereto and such amount shall be adjusted in accordance with regulations promulgated by the Secretary of the Treasury or his delegate.

Section 4. The City Council hereby amends Chapter 54, Article 5, Section 139, Direct transfers of eligible rollover distributions, to read as follows:

Sec. 54-139. Direct transfers of eligible rollover distributionsInternal Revenue Code Compliance.

(a) Maximum Pension

Notwithstanding any provision of this Plan to the contrary, if the Annual Pension that is accrued by or paid to a participant 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 as provided in this subsection (a).

(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.

(b) Required Beginning Date:

Notwithstanding any other provision of the Plan, payment of a participant's retirement benefits under the Plan shall commence not later than the participant's Required Beginning Date, which is defined as the later of:

April 1 of the calendar year that next follows the calendar year in which the participant attains or will attain the age of 70½ years; or

April 1 of the calendar year that next follows the calendar year in which the participant retires.

(c) Required Minimum Distributions.

(1) Required Beginning Date. The participant's entire interest will be distributed, or begin to be distributed, to the participant no later than the participant's Required Beginning Date as defined in Subsection (b) of this Section 54-139.

(2) Death of participant Before Distributions Begin.

(A) If the participant dies before distributions begin, the participant's entire interest will be distributed, or begin to be distributed, no later than as follows:

(i) If the participant's surviving spouse is the participant's sole designated beneficiary, then distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the participant died, or by December 31 of the calendar year in which the participant would have attained age 70½, if later.

(ii) If the participant's surviving spouse is not the participant's sole designated beneficiary, then distributions to the designated beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the participant died.

(iii) If there is no designated beneficiary as of September 30 of the year following the year of the participant's death, the participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the participant's death.

(B) The participant's entire interest shall be distributed as follows:

(i) participant Survived by Designated Beneficiary. If the participant dies before the date distribution of his or her interest begins and there is a designated beneficiary, the participant's entire interest will be distributed, beginning no later than the time described in Subparagraph (2)(A) above, over the life of the designated beneficiary or over a period certain not exceeding:

(I) unless the annuity starting date is before the first distribution calendar year, the life expectancy of the designated beneficiary determined using the beneficiary's age as of the beneficiary's birthday in the calendar year immediately following the calendar year of the participant's death; or

(II) if the annuity starting date is before the first distribution calendar year, the life expectancy of the designated beneficiary determined using the beneficiary's age as of the beneficiary's birthday in the calendar year that contains the annuity starting date.

(ii) No Designated Beneficiary. If the participant dies before the date distributions begin and there is no designated beneficiary as of September 30 of the year following the year of the participant's death, distribution of the participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the participant's death.

(C) Death of Surviving Spouse Before Distributions to Surviving Spouse Begin. In any case in which (i) the participant dies before the date distribution of his or her interest begins, (ii) the participant's surviving spouse is the participant's sole designated beneficiary, and (iii) the surviving spouse dies before distributions to the surviving spouse begin, Subparagraphs (2)(A) and 2(B) above shall apply as though the surviving spouse were the participant.

(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.

(B) Period Certain Annuities. Unless the participant's spouse is the sole designated beneficiary and the form of distribution is a period certain and no life annuity, the period certain for an annuity distribution commencing during the participant's lifetime may not exceed the applicable distribution period for the participant under the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations for the calendar year that contains the annuity starting date. If the annuity starting date precedes the year in which the participant reaches age 70, the applicable distribution period for the participant is the distribution period for

age 70 under the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations plus the excess of 70 over the age of the participant as of the participant's birthday in the year that contains the annuity starting date. If the participant's spouse is the participant's sole designated beneficiary and the form of distribution is a period certain and no life annuity, the period certain may not exceed the longer of the participant's applicable distribution period, as determined under this Subparagraph (3)(B), or the joint life and last survivor expectancy of the participant and the participant's spouse as determined under the Joint and Last Survivor Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations, using the participant's and spouse's attained ages as of the participant's and spouse's birthdays in the calendar year that contains the annuity starting date.

(4) Form of Distribution. Unless the participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the Required Beginning Date, as of the first distribution calendar year distributions will be made in accordance with Subparagraphs (4)(A), (4)(B) and (4)(C) below. If the participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Section 401(a)(9) of the Code and the Treasury regulations. Any part of the participant's interest which is in the form of an individual account described in Section 414(k) of the Code will be distributed in a manner satisfying the requirements of Section 401(a)(9) of the Code and the Treasury regulations that apply to individual accounts.

(A) General Annuity Requirements. If the participant's interest is paid in the form of annuity distributions under the Plan, payments under the annuity will satisfy the following requirements:

(i) the annuity distributions will be paid in periodic payments made at intervals not longer than one year;

(ii) the distribution period will be over a life (or lives) or over a period certain, not longer

than the distribution period described in Paragraphs 2 or 3 above, whichever is applicable, of this Subsection (c):

(iii) once payments have begun over a period certain, the period certain will not be changed even if the period certain is shorter than the maximum permitted;

(iv) payments will either be non-increasing or increase only as follows:

(I) by an annual percentage increase that does not exceed the annual percentage increase in a cost-of-living index that is based on prices of all items and issued by the Bureau of Labor Statistics;

(II) to the extent of the reduction in the amount of the participant's payments to provide for a survivor benefit upon death, but only if the beneficiary whose life was being used to determine the distribution period dies or is no longer the participant's beneficiary pursuant to a qualified domestic relations order within the meaning of Section 414(p) of the Code;

(III) to provide cash refunds of employee contributions upon the participant's death; or

(IV) to pay increased benefits that result from a Plan amendment.

(B) Amount Required to be Distributed by Required Beginning Date. The amount that must be distributed on or before the participant's Required Beginning Date (or, if the participant dies before distributions begin, the date distributions are required to begin under Subparagraph (2)(A)(i) or (2)(A)(ii), whichever is applicable) is the payment that is required for one payment interval. The second payment need not be made until the end of the next

payment interval even if that payment interval ends in the next calendar year. Payment intervals are the periods for which payments are received, e.g., bi-monthly, monthly, semi-annually, or annually. All of the participant's benefit accruals as of the last day of the first distribution calendar year will be included in the calculation of the amount of the annuity payments for payment intervals ending on or after the participant's Required Beginning Date.

(C) Additional Accruals After First Distribution Calendar Year. Any additional benefits accruing to the participant in a calendar year after the first distribution calendar year will be distributed beginning with the first payment interval ending in the calendar year immediately following the calendar year in which such amount accrues.

(5) For purposes of this Subsection (c), distributions are considered to begin on the participant's Required Beginning Date. If annuity payments irrevocably commence to the participant (or to the participant's Surviving Spouse) before the participant's Required Beginning Date (or, if to the participant's Surviving Spouse, before the date distributions are required to begin in accordance with Subparagraph (2)(A) above), the date distributions are considered to begin is the date distributions actually commence.

(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, 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.

(d) (1) Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this Section, a distributee may elect, at the time and in the manner prescribed by the Administrator, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

(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:

(i) 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 10 years or more;

(ii) any distribution to the extent such distribution is required under Section 401(a)(9) of the Code;

(iii) the portion of any distribution that is a hardship distribution described in Section 401(k)(2)(B)(i)(IV) of the Code; and

(iv) 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.

(3) Eligible retirement plan: An eligible retirement plan is an individual retirement account described in Section 408(a) of the Code, an individual retirement annuity described in Section 408(b) of the Code, an annuity plan described in Section 403(a) of the Code, an annuity contract described in Section 403(b) of the Code, a qualified trust described in Section 401 (a) of the Code, an eligible plan under Section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan, or, with respect to distributions on or after January 1, 2008, a Roth IRA (subject to the limitations of Code Section 408A(c)(3)) that accepts the distributee's eligible rollover distribution.

(4) Distributee: A distributee includes an Employee or former Employee. In addition, the Employee's or former Employee's surviving spouse and the Employee's or former Employee's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Section 414(p) of the Code, are distributees with regard to the interest of the spouse or former spouse. Furthermore, effective January 1, 2007, a surviving designated beneficiary as defined in Section 401(a)(9)(E) of the Code who is not the surviving spouse and who elects a direct rollover to an individual retirement account described in Section 408(a) of the Code or an individual retirement annuity described in Section 408(b) of the Code shall be considered a distributee.

(5) Direct rollover: A direct rollover is a payment by the Plan to the eligible retirement plan specified by the distributee.

(e) Notwithstanding any other provision of this Plan, the maximum amount of any mandatory distribution, as defined in Section 401(a)(31) of the Code, payable under the Plan shall be \$1000.

(f) Compensation Limitations Under 401(a)(17):

In addition to other applicable limitations set forth in the Plan, and notwithstanding any other provision of the Plan to the contrary, the annual compensation of each participant taken into account under the Plan shall not exceed the EGTRRA annual compensation limit for limitation years beginning after December 31, 2001. The EGTRRA annual compensation limit is \$200,000, as adjusted by the Commissioner for increases in the cost of living in accordance with Section 401(a)(17)(B) of the Code. The cost-of-living adjustment in effect for a calendar year applies to any period, not exceeding 12 months, over which Compensation is determined (determination period) beginning in such calendar year. If a determination period consists of fewer than 12 months, the EGTRRA annual compensation limit will be multiplied by a fraction, the numerator of which is the number of months in the determination period, and the denominator of which is 12.

Any reference in the Plan to the limitation under Section 401 (a)(17) of the Code shall mean the EGTRRA annual compensation limit set forth in this provision.

(g) At no time prior to the satisfaction of all liabilities under the plan with respect to members and their spouses or beneficiaries, shall any part of the corpus or income of the fund be used for or diverted to any purpose other than for their exclusive benefit.

~~(a) This section applies to distributions made on or after October 1, 1993. Notwithstanding any provision of the plan to the contrary that would otherwise limit a distributee's election under this section, a distributee may elect, at the time and in the manner prescribed by the board of trustees, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.~~

~~(b) As used in this section:~~

- ~~(1) *Eligible rollover distribution* means 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 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; any distribution to the extent such distribution is required under section 401(a)(9) of the Internal Revenue Code; and 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).~~
- ~~(2) *Eligible retirement plan* means an individual retirement account described in section 408(a) of the Internal Revenue Code, an individual retirement annuity described in section 408(b) of the Internal Revenue Code, an annuity plan described in section 403(a) of the Internal Revenue Code, or a qualified trust described in section 401(a) of the Internal Revenue Code, that accepts the distributee's eligible rollover distribution. However, in the case of an eligible rollover distribution to the surviving spouse, an eligible retirement plan is an individual retirement account or individual retirement annuity.~~
- ~~(3) *Distributee* includes an employee or former employee. In addition, the employee's or former employee's surviving spouse, or the employee's or former employee's spouse or former spouse who is the alternate payee under an income deduction order, is a distributee with regard to the interest of the spouse or former spouse.~~
- ~~(4) *Direct rollover* means a payment by the plan to the eligible retirement plan specified by the distributee.~~

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.

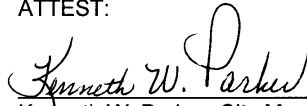
Section 7. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provision or applications of this ordinance which can be given effect without the invalid provision or application, and to this and the provisions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

Section 8. This ordinance amendment shall take effect on adoption.



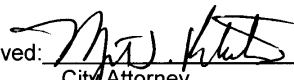
MAYOR ALLEN GREEN

ATTEST:


Kenneth W. Parker, City Manager

Passed on first reading on the 3rd day of January, 2011.

Passed and adopted on second and final reading on the 15th day of February, 2011.

Reviewed and Approved: 
City Attorney



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 12/01/2015

Consent item: No

SUBJECT: Second Reading - Ordinance No. 2015-39 - LDC Amendment/Chapters 12, 17, and 18; Case No. 15-25000004

DEPARTMENT: Community Development

GOAL: 3 - Economic Development

OBJECTIVE: n/a

RECOMMENDED MOTION: Move to approve Ordinance 2015-39, amending Chapters 12, 17, and 18 of the Land Development Code.

SUMMARY: Edward J. Speno has requested an amendment to the Land Development Code (LDC) to allow 1) mini-warehouse as a Special Exception use and 2) office/warehouse facility as a permitted use with special development requirements in the Interchange Commercial Development (ICD) zoning district and 3) to revise the parking requirement for a mini-warehouse use. The properties zoned ICD are generally located along Dunlawton Avenue and Taylor Road, near the I-95 interchange.

The mini-warehouse use is a Special Exception use in the City's other commercial zoning districts. The applicant has proposed four Special Exception criteria. Three of the criteria are those currently in the LDC to control the aesthetics and number of mini-warehouse facilities in the Community Commercial, Highway Commercial, Ridgewood Development, and Planned Community-Agricultural zoning districts. The fourth criteria proposed is related to the design of the buildings to require any self-storage facility to generally resemble an office building or hotel.

The office/warehouse facility use is permitted with special development requirements in the Professional Office, Office/Residential Transition, and Planned Community-Agricultural zoning districts. The applicant has proposed to use the existing development requirements in the LDC for this use, with the exception of the special development requirement that prohibits retail use and any form of manufacturing. The ICD zoning district currently allows retail uses that could have some limited amount of associated manufacturing. The proposed special development requirements require the building for this use to be designed as an office building and to screen truck loading areas from any adjacent roadway.

The applicant's traffic engineer has provided documentation supporting the proposed parking ratio stating that it will provide sufficient parking for a mini-warehouse facility based on the typical traffic generated by this use consistent with the Institute of Transportation Engineers (ITE) Trip and Parking Generation Manuals.

Project Funding Account
No.: No.:

ATTACHMENTS:

1.	Ordinance No. 2015-39	LDC Am. Chs. 12 17 and 18.pdf
2.	Staff Report	Staff Report.pdf

Schmotzer, Melanie	Created/Initiated - 11/19/2015
Clark, Wayne	Approved - 11/19/2015
Roberts, Margaret	Approved - 11/19/2015
Johansson, M. Jake	Final Approval - 11/19/2015

ORDINANCE NO. 2015-39

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA AMENDING THE LAND DEVELOPMENT CODE; AMENDING CHAPTER 12, SECTION 4 TO REVISE THE PARKING REQUIREMENT FOR MINI-WAREHOUSE USES; AMENDING CHAPTER 17, SECTION 22.5 TO ADD MINI-WAREHOUSE AS A SPECIAL EXCEPTION USE IN THE INTERCHANGE COMMERCIAL DEVELOPMENT (ICD) ZONING DISTRICT AND TO ADD OFFICE/WAREHOUSE FACILITY AS A PERMITTED USE WITH SPECIAL DEVELOPMENT REQUIREMENTS IN THE INTERCHANGE COMMERCIAL DEVELOPMENT (ICD) ZONING DISTRICT; AMENDING CHAPTER 18, SECTIONS 3 AND 4 TO ADD SPECIAL REQUIREMENTS FOR THE MINI-WAREHOUSE USE AND SPECIAL DEVELOPMENT REQUIREMENTS FOR OFFICE/WAREHOUSE FACILITY USE; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has received an application from a developer requesting to amend the Land Development Code ("LDC") to add mini-warehouse and office/warehouse facility to the list of allowed uses in the Interchange Commercial Development (ICD) zoning district; and

WHEREAS, the mini-warehouse use is proposed as a special exception use, thus allowing the City to control the number of facilities and aesthetics; and

WHEREAS, the office/warehouse facilities use is proposed as a permitted use with special exceptions which imposes certain development requirements regarding aesthetics; and

WHEREAS, currently, mini-warehouse uses are a special exception use in most of the City's other commercial zoning districts (Community Commercial "CC", Highway Commercial "HC", Ridgewood Development "RD", and Planned Community - Agriculture "PC-A"); and

WHEREAS, currently, the office/warehouse facility use is a permitted use with special development requirements in the Professional Office "PO", Office/Residential Transition "ORT", and Planned Community - Agriculture "PC-A" zoning districts; and

WHEREAS, the applicant has presented documentation from a traffic engineer supporting the proposed parking ratio revision; and

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

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

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

SECTION 1: The City Council of the City of Port Orange hereby amends Chapter 12, Section 4 of the Land Development Code, to revise the parking requirements for mini-warehouse uses as follows:

Chapter 12 – ROADS AND VEHICULAR USE AREAS

Section 4: - Parking.

- (a) [Remains Unchanged]
- (b) Required off-street parking spaces.
 - (1) – (5) [Remain Unchanged]
 - (6) Matrix.

Use	Minimum Off-Street Parking Requirement	Ratio of Full Size/ Compact Spaces	Required Bicycle Spaces
Mini-warehouses	1 space/10 cubicles, plus continuous loading spaces clear of through traffic access <u>1 space per 50 cubicles, plus:</u> <u>Facility with exterior access: continuous loading spaces clear of through traffic access to be provided in front of all exterior cubical doors</u> -OR- <u>Facility with interior corridor access: one (1) loading space is to be provided at all public entry doors and clear of through traffic access.</u>	75/25	0

SECTION 2: The City Council hereby amends Chapter 17, Section 22.5 of the Land Development Code, to read as follows:

Chapter 17 - ZONING DISTRICT REGULATIONS

Section 22.5: - Interchange Commercial Development (ICD) district.

- (a) *Purpose and intent.* The interchange commercial development (ICD) district is intended to provide for a variety of land uses designed to meet the commercial needs of the local community, traveling motorist, and businesses within the adjoining commercial/industrial areas. The district is designed to meet the following objectives:
- (1) Provide for land uses generally situated at interstate interchanges;
 - (2) Provide for land uses necessary for the development of sub-regional commercial nodes which serve both Port Orange and surrounding communities;
 - (3) Provide for land uses necessary to accommodate the neighborhood and community commercial needs of the nearby residential neighborhoods;
 - (4) Provide for the establishment of employment centers which offer professional, technical and skilled opportunities in addition to service-related positions;
 - (5) Provide for flexibility to accommodate mixed-use development; and
 - (6) Provide for innovative site and building design.
- (b) *Permitted uses.*
- (1) Antennas.
 - (2) Athletic/sports facilities.
 - (3) Banks.
 - (4) Business services.
 - (5) Camouflaged and monopole communication towers.
 - (6) Clubs, lodges, and fraternal organizations.
 - (7) Convenience stores with or without fuel operations.
 - (8) Financial services.
 - (9) Fleet-based services.
 - (10) Furniture and appliance stores.
 - (11) Game/recreation facilities.
 - (12) Health/exercise clubs.
 - (13) Hotels/motels.
 - (14) Medical offices/clinics.
 - (15) Motor vehicle service stations.
 - (16) Offices.
 - (17) Office supplies.
 - (18) Personal services.

- (19) Restaurants.
- (20) Retail home building materials.
- (21) Retail nurseries and garden supplies.
- (22) Retail sales and services.
- (23) Theaters.
- (24) Veterinary clinics.
- (bb) *Permitted uses with special development requirements (chapter 18, section 4).*
 - (1) Child care centers (subsection 4).
 - (2) Community gardens (subsection 5.1).
 - (3) Office/warehouse facilities (subsection 12.2).
- (c) *Special exception uses (chapter 18, section 3).*
 - (1) Bars, lounges, and night clubs (subsection 3).
 - (2) Guyed and lattice communication towers.
 - (3) Mini-warehouses (subsection 10.5).
 - ~~(34)~~ Motor vehicle repair facilities (subsection 13).
 - ~~(45)~~ Truck stops (subsection 21).
- (d) *Project access and location.* Any ICD district development shall have direct frontage on the roadway which accesses the interstate highway system and be located no more than one-half mile from the intersection of the centerlines of the interstate and the crossing roadway.

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

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

Section 3: - Special requirements for special exception uses.

- (a) *In general.* For those special exception uses listed below, the following special requirements shall apply in addition to those described in section 2(d) above.
- (b) *Special requirements.*
 - (1) – (10) [Remain Unchanged]
 - (10.5) Mini-warehouses (ICD).
 - (a) Warehouse buildings shall be screened from any public rights-of-way by a six-foot high opaque fence or wall with a type 2 bufferyard planted along the street side of the fence or wall. Bufferyard requirements may be increased in accordance with chapter 13 of this code.
 - (b) The proposed site shall be a minimum of two acres.
 - (c) The proposed site shall front on an arterial roadway.
 - (d) Mini-warehouse buildings shall be designed as a multilevel building in accordance with Chapter 14 (Architecture) of the Land Development Code. Storage cubicles shall only be accessible through an interior corridor.
 - (11) – (25) [Remain Unchanged]

SECTION 4: The City Council hereby amends Chapter 18, Section 4 of the Land Development Code, to read as follows:

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

Section 4: - Special development requirements for permitted uses.

- (a) *In general.* The following uses shall be considered permitted uses within the corresponding zoning districts, provided that proposed development, redevelopment, renovation, or reuse of any site for the subject use complies with the special development requirements set forth in subsection (b) and, where applicable, the special locational criteria set forth in subsection (c).
- (b) *Special development requirements.*
 - (1) – (12) [Remain Unchanged].
 - (12.2) Office/warehouse facilities (ICD).
 - (a) No commercial vehicles larger than one-ton capacity shall be regularly parked on the site.
 - (b) The building must be designed so that its appearance from a street will be that of an office or a commercial multi-tenant building, and with any truck loading areas associated with the use not being visible from that street
 - (c) Buffering shall be provided based on a land use intensity factor of seven for access drives and other areas specifically designed to serve the warehouse facilities, and six for the remainder of the use.
 - (d) The proposed architectural treatment shall be compatible with surrounding development with regard to building height and bulk, elevation design, colors and exterior finish materials. In particular, special architectural treatment shall be given to the warehouse elevations in order to maintain the appearance of general office development.
 - (12.5) – (18) [Remain Unchanged]
- (c) *Special locational criteria.* Where the proposed site for a permitted use with special development requirements is required to be located on or front on an arterial or major collector roadway, said requirement is intended to ensure that traffic impacts associated with the use are directed toward the arterial or major collector roadway. This frontage requirement may be met by sites without direct frontage on an arterial or major collector roadway, provided that the proposed site is located in close proximity to the designated roadway and the traffic impacts associated with the proposed use will be directed through areas of higher intensity development to reach the designated roadway.

SECTION 5: CONFLICTING ORDINANCES.

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

SECTION 6: CODIFICATION.

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

SECTION 7: SEVERABILITY.

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

SECTION 8: EFFECTIVE DATE.

This Ordinance shall take effect immediately upon adoption.

MAYOR ALLEN GREEN

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the day of

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

Reviewed and Approved: _____
Assistant City Attorney



STAFF REPORT

LDC TEXT AMENDMENT/Chapter 12, 17, and 18
CASE NO. 15-25000004

REQUEST:

To amend Chapter 12 of the Land Development Code (LDC) to revise the parking requirement for the mini-warehouses use; amend Chapter 17 to add mini-warehouse as a Special Exception use and office/warehouse facility as a permitted use with special development requirements in the Interchange Commercial Development (ICD) zoning district; and amend Chapter 18 of the LDC to add special requirements for the mini-warehouse Special Exception use and add special development requirements for the office/warehouse facility use.

APPLICANT:

Edward J. Speno, Preferred Realty, Inc.

PLANNING COMMISSION

RECOMMENDATION:

Approval

STAFF RECOMMENDATION:

Approval

STAFF CONTACT:

Tim Burman, Planning Manager (386) 506-5675

CITY COUNCIL DATE:

November 10, 2015

DISCUSSION:

The applicant proposes to amend the Land Development Code (LDC) to add mini-warehouse and office/warehouse facility to the list of permitted uses in the Interchange Commercial Development (ICD) zoning district. The properties zoned ICD are generally located along Dunlawton Avenue and Taylor Road, near the I-95 interchange (Exhibit A). The applicant also proposed to revise the parking requirements for the mini-warehouse use.

The ICD zoning district currently allows uses such as office, medical office, restaurant without a drive-thru, restaurant with a drive-thru, sit-down restaurant, retail, convenience store with gas, bank, health/fitness club, and hotel.

Amendment #1: Add Mini-Warehouse as a Special Exception Use in the ICD Zoning District

According to the Land Development Code (LDC), the mini-warehouse use is defined as a self-service storage facility in a building consisting of individual self-contained units of varying size that are leased or owned for the storage of business and household goods, or for contractor's supplies.

Currently, mini-warehouse uses are a Special Exception use in most of the City's other commercial zoning districts (Community Commercial "CC", Highway Commercial "HC", Ridgewood Development "RD", and Planned Community – Agriculture "PC-A"). The following table (Table 1) provides the current zoning districts where mini-warehouse uses are permitted.

Table 1: Zoning Districts for Mini-Warehouse Use

Commercial Zoning District	Permitted Use	Permitted Use with Special Development Requirements	Special Exception
Commercial Industrial (CI)	X		
Professional Office (PO)			
Office/Residential Transition (ORT)			
Mixed Use Center (MXC)			
Community Commercial (CC)			X
Highway Commercial (HC)			X
Ridgewood Development (RD)			X
Light Industrial (LI)			
Planned Community - Agricultural (PC-A)			X

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

All Special Exception uses must address a set of standard review criteria (traffic generation, parking, landscaping, etc.)(Exhibit B) along with use specific criteria. The applicant has proposed four Special Exception criteria. Three of the criteria are those currently in the LDC to control the aesthetics and number of mini-warehouse facilities in the CC, HC, and RD zoning districts. The fourth criteria proposed is to require the self-storage facility to be a multilevel building and storage cubicles can only be accessible through an interior corridor. The proposed Special Exception criteria include:

1. Warehouse buildings shall be screened from any public rights-of-way by a six-foot high opaque fence or wall with a type 2 bufferyard planted along the street side of the fence or wall. Bufferyard requirements may be increased in accordance with Chapter 13 (Landscape) of the Land Development Code;
2. The proposed site shall be a minimum of two acres;
3. The proposed site shall front on an arterial roadway; and
4. Mini-warehouse buildings shall be designed as a multilevel building in accordance with Chapter 14 (Architecture) of the Land Development Code. Storage cubicles shall only be accessible through an interior corridor.

Amendment #2: Add Office/Warehouse Facility as a Permitted Use with Special Development Requirements in the ICD Zoning District

According to the Land Development Code (LDC), the office/warehouse facility use is defined as “an establishment where an office building will provide an attached warehouse to accommodate the office use. The building housing these two uses must be designed so that its appearance from a street will be that of an office building, and with any truck loading areas associated with the use not being visible from that street”.

Currently, the office/warehouse facility use is a permitted use with special development requirements in the Professional Office “PO”, Office/Residential Transition “ORT”, and Planned Community – Agriculture “PC-A” zoning districts. The following table (Table 2) provides the current zoning districts where mini-warehouse uses are permitted.

Table 2: Zoning District for Office/Warehouse Facility Use

Commercial Zoning District	Permitted Use	Permitted Use with Special Development Requirements
Commercial Industrial (CI)		
Professional Office (PO)		x
Office/Residential Transition (ORT)		x
Mixed Use Center (MXC)		
Community Commercial (CC)		
Highway Commercial (HC)		
Ridgewood Development (RD)		
Light Industrial (LI)		
Planned Community - Agricultural (PC-A)		x

The applicant has proposed to use the existing development requirements in the LDC for this use, with the exception of the special development requirement that prohibits retail uses and any form of manufacturing. Currently, the ICD zoning district allows retail uses that could have some limited amount of associated manufacturing, such as furniture store, appliance store, kitchen cabinet sales facility, a home building material sales facility, etc.

The proposed development requirements for this use in the ICD zoning district include:

1. No commercial vehicles larger than a one-ton capacity shall be regularly parked on the site;
2. The building must be designed so that its appearance from a street will be that of an office or a commercial multi-tenant building, and with any truck loading areas associated with the use not being visible from that street;
3. A landscape buffer shall be provided based on a land use intensity factor of seven for access drives and other areas specifically designed to serve the warehouse facilities, and six for the remainder of the use; and
4. The proposed architectural treatment shall be compatible with surrounding developments with regard to building height and bulk, elevation design, colors and exterior finish materials. In particular, special architectural treatment shall be given to the warehouse elevations in order to maintain the appearance of general office development.

Amendment #3: Revise the Parking Ratio for Mini-Warehouse Facility

According to the applicant, the parking ratio of 1 parking space per 10 storage cubicles in the LDC for a mini-warehouse use is excessive. The last update to this parking requirement was 1996. The applicant has requested the parking ratio be amended to 1 parking space per 50 storage cubicles. The applicant's traffic engineer has provided documentation supporting the proposed parking ratio stating that it will provide sufficient parking for a mini-warehouse facility based on the typical traffic generated by this use (Exhibit C). The Institute of Transportation Engineers (*ITE*) Trips Generation Manual, 9th edition indicates that over a 24-hour period about 104 vehicles will typically access a facility with 700 storage cubicles and a parking ratio between 1.05 to 1.96 spaces per 100 cubicles will provide sufficient parking. The proposed 1 parking space per 50 storage cubicles is consistent with the ITE and is on the higher end of the suggested range.

If approved, the following parking ratio would apply to any new mini-warehouse facility or existing facility that is expanded within the City.

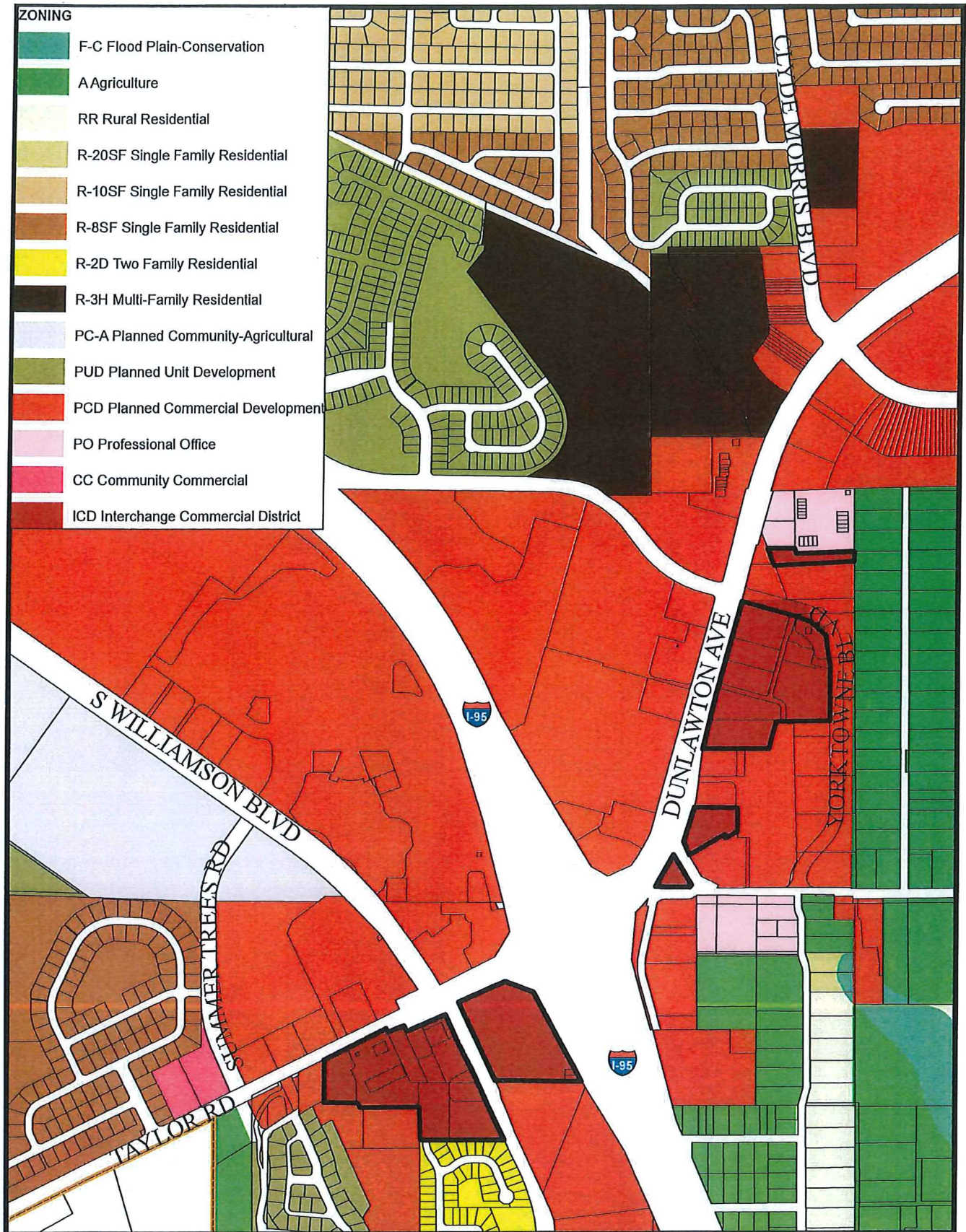
Proposed Parking Ratio:

- 1 space per 50 cubicles
- Facility with exterior access - continuous loading spaces clear of through traffic access to be provided in front of all exterior cubical doors
- Facility with interior corridor access - loading space/area to be provided at all public entry doors and clear of through traffic access

RECOMMENDATION:

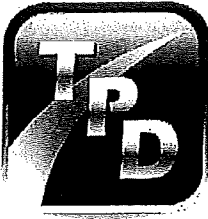
Staff recommends approval of the request to amend the Land Development Code.

EXHIBIT A



**Standard Review Criteria All Special Exception Uses Must Address
[LDC Ch 18, Sec 2(d)(2)]:**

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



TO: Tim Burman, Principal Planner
City of Port Orange

FROM: Turgut Dervish, P.E.

DATE: October 15, 2015

RE: **Mini-Warehouse Facility – Parking Considerations**
Port Orange, Florida

Dear Mr. Burman,

Traffic Planning and Design, Inc. (TPD) has conducted a parking generation review to establish an adequate parking demand for a proposed Mini-Warehouse facility consisting of 700 storage units in the City of Port Orange, Florida.

The City's parking standards ratio for a self-storage/mini-warehouse facility is 1 space per 10 storage units, which equates to 70 parking spaces for the proposed 700-unit facility. It is proposed that 14 parking spaces be provided for the proposed development. This parking supply equates to 1 space per 50 storage units. TPD have utilized *the ITE Trip Generation Manual, 9th Edition* and the *ITE Parking Generation, 4th Edition* to develop the parking demand for the proposed facility, as follows:

Proposed Parking Ratio Based on Parking Generation:

A review of available parking generation information published by *the Institute of Transportation Engineers (ITE)* was conducted to determine the adequacy of the parking spaces proposed for the self-storage facility. Based on *ITE's Parking Generation (4th Edition)*, Land Use Code 151 for Mini-Warehouse, ITE Parking Generation Report provides an average peak period parking demand of 1.35 vehicles per 100 storage units. Using this, which equates to approximately 1 vehicle per 50 storage units, the calculation for the proposed facility is as follows:

$$700\text{-unit} \times \frac{1 \text{ vehicle}}{50 \text{ storage units}} = 14 \text{ parking spaces}$$

Traffic Planning and Design, Inc.

535 Versailles Drive, Maitland, Florida 32751 ■ Phone (407) 628-9955 ■ Fax (407) 628-8850 ■ www.tpdtraffic.com

Therefore, this ratio indicates a parking demand of 14 parking spaces is needed to accommodate this storage facility. The ITE parking generation worksheet are included in **Attachment A**.

Proposed Parking Ratio Based on Trip Generation:

In addition, the zoning of this property allows for other uses, such as retail and office. The following trip generation rates from the *ITE Trips Generation Manual (9th Edition)* indicate that the current approved land use for self-storage/mini-warehouse facility is expected to generate significantly less traffic as compared to traffic generated by other land uses. The ITE trip generation worksheets are included in **Attachment B**.

Table 1: Trip Generation Comparison

Use	ITE Code	P.M. Peak Hour Trip Rate	Daily Trip Rate	Multiplier
Mini-Warehouse	151	0.29	2.5	Per 1,000 SF
Medical/Dental Office	720	1.74	11.65	Per 1,000 SF
General Office	710	1.49	11.03	Per 1,000 SF
Restaurant without Drive-Thru	934	18.49	127.15	Per 1,000 SF
Restaurant with Drive-Thru	933	47.3	496.12	Per 1,000 SF
Specialty Retail	826	5.02	44.32	Per 1,000 SF
Convenience Store	851	62.57	845.6	Per 1,000 SF
Bank	912	24.3	148.15	Per 1,000 SF
Health/Exercise Club	492	4.06	32.93	Per 1,000 SF
Hotel	310	0.61	8.17	Per 1,000 SF

Source: ITE Trip Generation Manual, 9th Edition

Trip generation rates obtained from the 9th Edition of the *Institute of Transportation Engineers (ITE) Trip Generation Manual* were used to calculate the project trips. The following table summarizes the trip generation calculations for the proposed development.

Table 2: Trip Generation for Proposed Development

ITE Code	Land Use	Quantity (Units)	Daily		A.M. Peak Hour				PM Peak Hour			
			Rate	Trips	Rate	Enter	Exit	Total	Rate	Enter	Exit	Total
151	Mini-Warehouse	700	0.25	175	0.02	7	7	14	0.02	7	7	14
Totals				175		7	7	14		7	7	14

The proposed development is estimated to generate 175 net daily trips, of which 14 will occur in the A.M. peak hour (7 entering/7 exiting) and 14 will occur in the P.M. peak hour (7 entering/7 exiting). Therefore, it is believed that the proposed 14 parking spaces will adequately serve the proposed development.

Parking Recommendation:

The recommendations for the parking of the proposed self-storage facility are summarized herein:

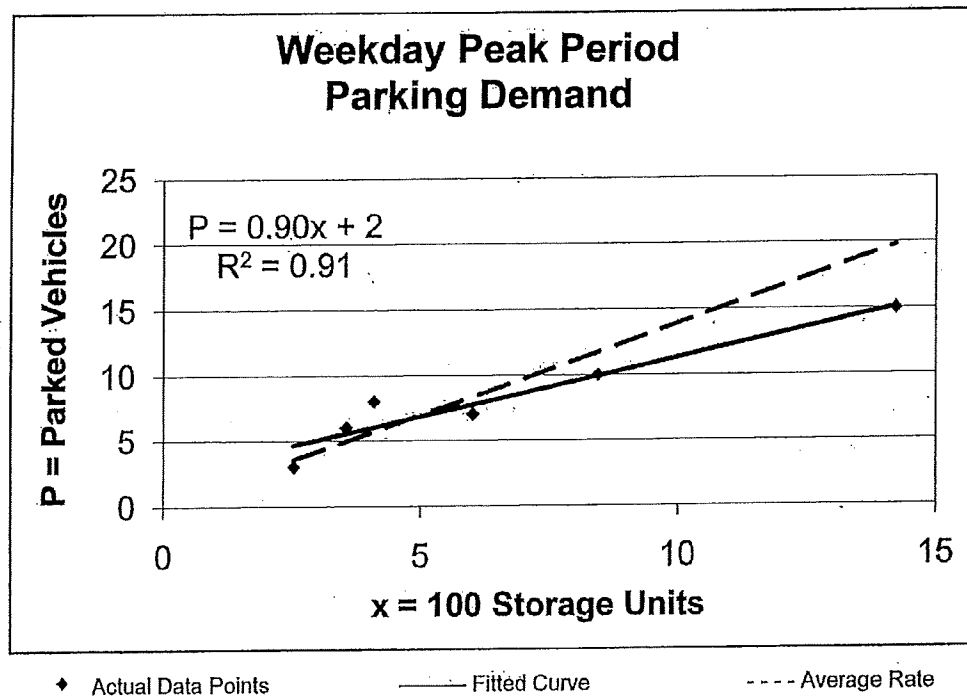
- It is recommended that the City approve the 14 parking spaces proposed for this site. This represents a peak parking demand ratio of 1 space per 50 storage units. It is believed that this parking demand will be sufficient to serve the proposed storage facility.
- For a facility with exterior access, it is recommended that continuous loading spaces clear of through traffic access to be provided in front of all exterior storage unit doors.
- For a facility with interior corridor access it is recommended that a loading space/area be provided at all public entry doors and clear of through traffic access.

ATTACHMENT A

Land Use: 151 Mini-Warehouse

Average Peak Period Parking Demand vs. 100 Storage Units On a Weekday

Statistic	Peak Period Demand
Peak Period	11:00 a.m.–12:00 p.m.; 4:00–5:00 p.m.
Number of Study Sites	6
Average Size of Study Sites	648 storage units
Average Peak Period Parking Demand	1.35 vehicles per 100 storage units
Standard Deviation	0.34
Coefficient of Variation	25%
Range	1.05–1.96 vehicles per 100 storage units
85th Percentile	1.66 vehicles per 100 storage units
33rd Percentile	1.17 vehicles per 100 storage units



ATTACHMENT B

Mini-Warehouse (151)

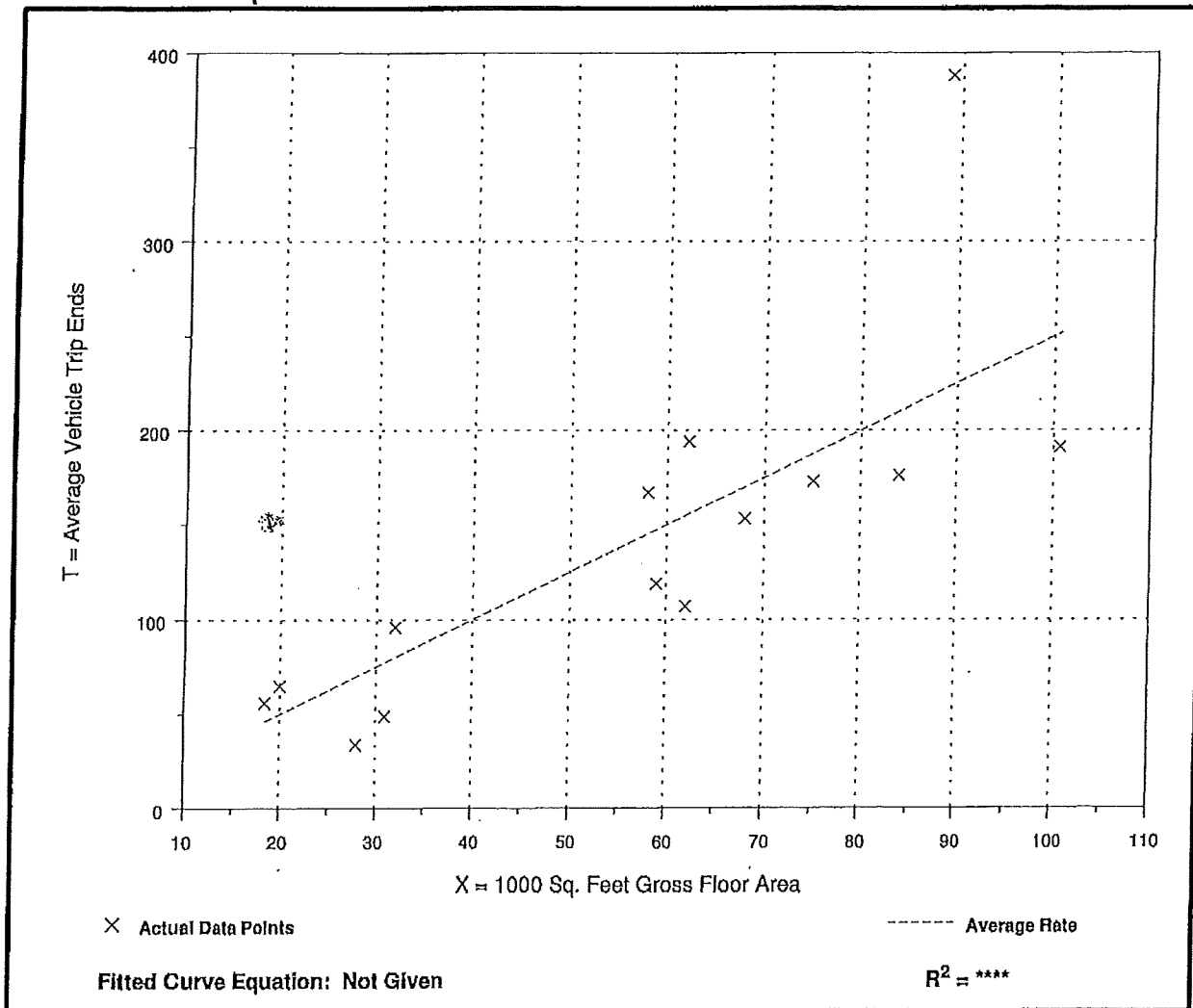
Average Vehicle Trip Ends vs: 1000 Sq. Feet Gross Floor Area
On a: Weekday

Number of Studies: 14
Average 1000 Sq. Feet GFA: 56
Directional Distribution: 50% entering, 50% exiting

Trip Generation per 1000 Sq. Feet Gross Floor Area

Average Rate	Range of Rates	Standard Deviation
2.50	1.21 - 4.36	1.78

Data Plot and Equation



Mini-Warehouse (151)

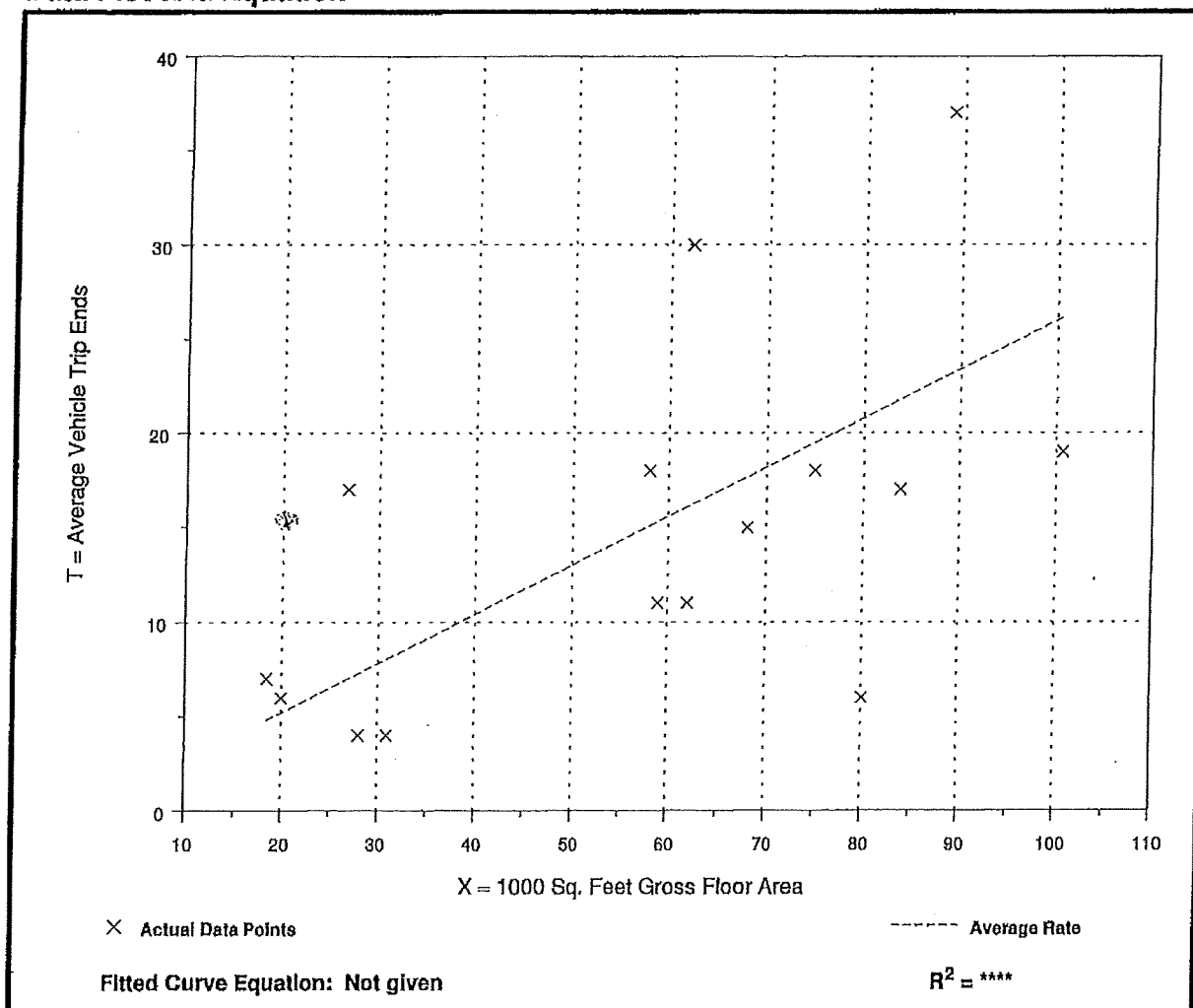
Average Vehicle Trip Ends vs: 1000 Sq. Feet Gross Floor Area
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.

Number of Studies: 15
Average 1000 Sq. Feet GFA: 57
Directional Distribution: 50% entering, 50% exiting

Trip Generation per 1000 Sq. Feet Gross Floor Area

Average Rate	Range of Rates	Standard Deviation
0.26	0.07 - 0.64	0.52

Data Plot and Equation





CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 12/01/2015

Consent item: No

SUBJECT: Second Reading - Ordinance No. 2015-40 - Seventh Amendment to the Amended and Restated Port Orange Gateway Center Master Development Agreement; Case No. 15-40000001

DEPARTMENT: Community Development

GOAL: 3 - Economic Development

OBJECTIVE: 4 - Establish a pricing and marketing program for City land in Eastport and other areas

RECOMMENDED MOTION: Move to approve Ordinance No. 2015-40, the 7th Amendment to the Amended and Restated Port Orange Gateway Center Planned Commercial Development Master Development Agreement.

SUMMARY: Planning Commission Action (10/22/15): Recommended Approval

At the October 6 meeting, Council authorized staff to prepare an amendment to the Master Development Agreement (MDA) for the Gateway Center Planned Commercial Development (PCD). The proposed amendment will remove the 30,000 square-foot building size limit for the City-owned property. The 4.8-acre property is located on the west side of Yorktowne Boulevard, south of the Bourbon Street entrance to the Oakbrook Subdivision and across from Hawthorn Village Apartments.

The City was approached by a prospective buyer for the site who is interested in developing an Assisted Living Facility (ALF) if the building size limit is removed. This change would provide more flexibility for the potential buyer to build a multi-story ALF within the existing 50-foot maximum building height. Even if the prospective buyer does not purchase the property, removing the building size limit may make the property more marketable to another prospective buyer.

The PCD contains dimensional requirements such as maximum building coverage, maximum building height, open space, building setbacks, and parking requirements to control development scale. Any proposed development will also be required to meet all site development and infrastructure requirements of the City's Land Development Code and the Port Orange Gateway Center MDA.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Ordinance No. 2015-	Ord. No. 2015-40.pdf
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	40	
2.	Staff Report	CC Staff Report_7thAmendmentPOGatewayCenterPCD.pdf

Cruz, Penelope
Clark, Wayne
Roberts, Margaret
Johansson, M. Jake

Created/Initiated - 11/11/2015
Approved - 11/11/2015
Approved - 11/19/2015
Final Approval - 11/19/2015

ORDINANCE NO. 2015-40

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, APPROVING THE
SEVENTH AMENDMENT TO THE AMENDED AND
RESTATED MASTER DEVELOPMENT AGREEMENT FOR
THE PORT ORANGE GATEWAY CENTER PLANNED
COMMERCIAL DEVELOPMENT (PCD); PROVIDING FOR
CONFLICTING ORDINANCES; PROVIDING FOR
SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port Orange as the Property Owner of Lot 8 of the Port Orange Gateway Center PCD desires to amend the Master Development Agreement for the Port Orange Gateway Center PCD to delete in its entirety any reference to a maximum building square-footage for Lot 8; and

WHEREAS, a public hearing was held to review the proposed amendment following public notice as prescribed by ordinance; and

WHEREAS, the Planning Commission has by a majority vote recommended approval of the proposed amendment; and

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

Section 1. The City Council of the City of Port Orange does hereby approve the Seventh Amendment to the Amended and Restated Master Development Agreement for the Port Orange Gateway Center Planned Commercial Development (PCD), attached hereto as **Exhibit "1"**.

Section 2. The Mayor and City Manager are hereby authorized to execute said Seventh Amendment to the Amended and Restated Master Development Agreement for the Port Orange Gateway Center Planned Commercial Development (PCD) on behalf of the City of Port Orange.

Section 3. All ordinances or resolutions or parts of ordinances or resolutions in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

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

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

MAYOR ALLEN GREEN

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the day of

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

Reviewed and Approved: _____
Assistant City Attorney

EXHIBIT "1"

This Document Prepared By:
Office of the City Attorney
1000 City Center Circle
Port Orange, FL 32129

Return Recorded Document to:
Office of Records Clerk
1000 City Center Circle
Port Orange, FL 32129

SEVENTH AMENDMENT TO THE AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT FOR THE PORT ORANGE GATEWAY CENTER PLANNED COMMERCIAL DEVELOPMENT (PCD)

This Agreement, entered into by and between the CITY OF PORT ORANGE, a Florida municipal corporation whose address is 1000 City Center Circle, Port Orange, Florida 32129 (hereinafter referred to as the "Property Owner"); and the CITY OF PORT ORANGE, a Florida municipal corporation whose address is 1000 City Center Circle, Port Orange, Florida 32129, (hereinafter referred to as the "City"), constitutes the Seventh Amendment to the Amended and Restated Master Development Agreement for the Port Orange Gateway Center Planned Commercial Development (hereinafter referred to as the "Seventh Amendment").

WHEREAS, CITY OF PORT ORANGE is the Property Owner of Lot 8 (further described in Exhibit "A"); and

WHEREAS, The City, Lowe's Home Centers, Inc. and Port Orange Gateway Center, Inc. previously entered into an agreement and covenant to bind their successors and assigns to the terms and provisions of a development agreement entitled "Master Development Agreement For The Port Orange Gateway Center Planned Commercial Development (PCD)" (hereinafter referred to as the "Original MDA" recorded in Official Records Book 4397, Page 4153, Public Records of Volusia County, Florida

WHEREAS, the Original MDA was amended and restated by an agreement entitled "Amended and Restated Master Development Agreement for The Port Orange Planned Commercial Development" (hereinafter referred to as the "Amended and Restated MDA"), recorded in Official Records Book 4886, Page 3772, Public Records of Volusia County, Florida, which included the Property; and

WHEREAS, the Amended and Restated MDA was first amended by an agreement entitled, "First Amendment to the Amended and Restated Master Development Agreement for The Port Orange Gateway Center Planned Commercial Development (PCD)" (hereinafter referred to as the "First Amendment") recorded in Official Records Book 4904, Pages 20-26, Public Records of Volusia County, Florida; and

WHEREAS, the Amended and Restated MDA was amended for a second time by an agreement entitled, "Second Amendment to the Amended and Restated Master Development Agreement for The Port Orange Gateway Center Planned Commercial Development (PCD)" (hereinafter referred to as the "Second Amendment"). Recorded in Official Records Book 5281, Page 2720, Public Records of Volusia County, Florida; and

WHEREAS, the Amended and Restated MDA was amended for the third time by an agreement entitled, "Third Amendment to the Amended and Restated Master Development Agreement for The Port Orange Gateway Center Planned Commercial Development (PCD)" (hereinafter referred to as the "Third

Amendment") recorded in Official Records Book 5389, Page 4833, Public Records of Volusia County, Florida; and

WHEREAS, the Amended and Restated MDA was amended for a fourth time by an agreement entitled, "Fourth Amendment to the Amended and Restated Master Development Agreement for The Port Orange Gateway Center Commercial Development (PCD)" (hereinafter referred to as the "Fourth Amendment") recorded in Official Records Book 5860, Page 1476, Public Records of Volusia County, Florida; and

WHEREAS, the Amended and Restated MDA was amended for a fifth time by an agreement entitled, "Fifth Amendment to the Amended and Restated Master Development Agreement for The Port Orange Gateway Center Commercial Development (PCD)" (hereinafter referred to as the "Fifth Amendment") recorded in Official Records Book 6582, Page 1603, Public Records of Volusia County, Florida; and

WHEREAS, the Amended and Restated MDA was amended for a sixth time by an agreement entitled, "Sixth Amendment to the Amended and Restated Master Development Agreement for The Port Orange Gateway Center Commercial Development (PCD)" (hereinafter referred to as the "Sixth Amendment") recorded in Official Records Book 6682, Page 1329, Public Records of Volusia County, Florida; and

WHEREAS, the City as the Property Owner has opted to further amend the operation and effect of the Amended and Restated MDA as further modified by the First, Second, Third, Fourth, Fifth and Sixth Amendments all as applied to the Property by creating and agreeing to a "Seventh Amendment to the Amended and Restate Master Development Agreement for The Port Orange Gateway Center Planned Commercial Development (PCD)"; and

WHEREAS, the City is the owner of the Property which is the only property impacted by the Seventh Amendment; and

WHEREAS, the City, as the Property Owner, and as the local governing body having jurisdiction hereof, desires to amend the Amended and Restated MDA and the First, Second, Third, Fourth, Fifth and Sixth Amendments as applied to the Property to delete in its entirety any reference to a maximum building square-footage.

NOW THEREFORE, the City and the Property Owner hereby agree as follows:

1. The premises stated above are true correct and form a material part of the Seventh Amendment.
2. Paragraph 7, "Uses", Section (a) of the Amended and Restated Master Development Agreement for the Port Orange Gateway Center Commercial Development (PCD) and the Fourth Amendment to the Amended and Restated Master Development Agreement for the Port Orange Gateway Center Planned Commercial Development (PCD), are hereby further amended as follows:

Permitted Uses	Site Area	Retail/Other Area
Lot 8 Adult/vocational education Antennas Assisted living facilities	4.8 AC.	30,00 SF

Business services Convenience stores without fuel operation Financial services Fleet-based services Furniture and appliance stores Grocery stores Health/exercise clubs Hotel/Motels Laboratory, research and development Medical offices and clinics Nursing homes Office supplies Offices Personal Services Public Uses Restaurants Retail Sales and Services Theaters Veterinary Clinics		
Lot 8	4.8 AC.	30,000 SF

3. Amended Conceptual Development Plan. The textual provisions of this Seventh Amendment shall supersede any conflicting information as it may appear on the Amended Conceptual Development Plan in effect and recorded in the public land records of Volusia County, Florida as of the effective date of this Seventh Amendment.
4. All other dimensional requirements identified in Exhibit "C" shall remain in full force and effect.
5. This Seventh Amendment shall be effective as of the date it is executed by all parties.
6. The Amended and Restated MDA, as previously enacted, and the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, and Sixth Amendment shall remain in full force and effect except with the respect to those matters specifically amended by the Seventh Amendment.

[REMAINDER OF PAGE LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Seventh Amendment, by and through their duly authorized representatives, on the respective dates below.

WITNESSES:

CITY:
CITY OF PORT ORANGE, a Florida
Municipal Corporation

Printed Name

By: _____
Allen Green, Mayor

Printed Name

Printed Name

Attest _____
Robin L. Fenwick, CMC, City Clerk

Printed Name

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Allen Green, Mayor of the CITY OF PORT ORANGE, FLORIDA, a Florida Municipal Corporation, on behalf of the City. He is personally known to me and did not take an oath.

Notary Public

(Notary Seal)
STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Robin L. Fenwick, CMC, City Clerk, of the CITY OF PORT ORANGE, FLORIDA, a Florida Municipal Corporation, on behalf of the City. She is personally known to me and did not take an oath.

Notary Public

(Notary Seal)

WITNESSES:

PROPERTY OWNER:

CITY OF PORT ORANGE, a Florida
Municipal Corporation

Printed Name

By: _____
Allen Green, Mayor

Printed Name

Printed Name

Attest _____
Robin L. Fenwick, CMC, City Clerk

Printed Name

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Allen Green, Mayor of the CITY OF PORT ORANGE, FLORIDA, a Florida Municipal Corporation, on behalf of the City. He is personally known to me and did not take an oath.

Notary Public

(Notary Seal)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Robin L. Fenwick, CMC, City Clerk, of the CITY OF PORT ORANGE, FLORIDA, a Florida Municipal Corporation, on behalf of the City. She is personally known to me and did not take an oath.

Notary Public

(Notary Seal)

Exhibit "A"

Lot 8, PORT ORANGE GATEWAY CENTER REPLAT, a subdivision, according to the plat thereof recorded in Map Book 50, pages 24 through 27, Public Records of Volusia County, Florida.



STAFF REPORT

7th Amendment to the Amended and Restated
Port Orange Gateway Center PCD MDA
CASE NO. 15-40000003

REQUEST:	Approve the Seventh Amendment to the Amended and Restated Port Orange Gateway Center Planned Commercial Development (PCD) Master Development Agreement (MDA)
APPLICANT/OWNER:	City of Port Orange
LOCATION:	3875 Yorktowne Blvd.
STAFF CONTACT:	Penelope Cruz, Principal Planner (386) 506-5671
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION:	Approved
CITY COUNCIL DATE:	November 10, 2015

INTRODUCTION

At the October 6 City Council Meeting, Council authorized staff to prepare an amendment to the Master Development Agreement (MDA) for the Gateway Center Planned Commercial Development (PCD). The proposed amendment will remove the 30,000 square-foot building size limit for the City-owned property. The 4.8-acre property is located on the west side of Yorktowne Boulevard, south of the Bourbon Street entrance to the Oakbrook Subdivision and Hawthorn Village Apartments (see Figure 1).



DISCUSSION

The City was approached by a prospective buyer for the site who is interested in developing an Assisted Living Facility (ALF) if the building size limit is removed. This change would provide more flexibility for the potential buyer to build a multi-story ALF within the existing 50-foot maximum building height.

The proposed amendment would remove the 30,000 square-foot building size limit for only the City-owned property. Staff understands that the square-footage limitation was included in the MDA to limit additional large single-story retail stores like Target or Lowe's at this site.

The PCD contains dimensional requirements such as maximum building coverage, open space, building setbacks, and parking requirements to control development scale. Any proposed development will also be required to meet all site development and infrastructure requirements of the City's Land Development Code and the Port Orange Gateway Center MDA.

CONSISTENCY WITH COMPREHENSIVE PLAN

The proposed amendment does not change either the permitted uses or the dimensional criteria that control development scale of the subject property and therefore the PCD remains consistent with the existing commercial land use designation and intensity allowed by the City of Port Orange Comprehensive Plan. A detailed review of public infrastructure and facilities capacity, such as water, sewer, reclaimed water, stormwater, and traffic will occur when a site plan is submitted.

RECOMMENDATION

Per the direction of the City Council, staff has prepared the Seventh Amendment to the Amended and Restated Port Orange Gateway Center Master Development Agreement to remove the 30,000 square-foot building size limit for Lot 8 of the Port Orange Gateway Center PCD.

ATTACHMENT

Exhibit A - Seventh Amendment to the Amended and Restated Port Orange Gateway Center Master Development Agreement (See Ordinance Exhibit)



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 12/01/2015

Consent item: No

SUBJECT: First Reading - Ordinance No. 2015-41 – Annexing approximately 5 acres of property located at 1780 Taylor Road into the City of Port Orange.
Case No. 15-10000001

DEPARTMENT: Community Development

GOAL: 4 - Fiscal Sustainability

OBJECTIVE: 2 - Explore annexation opportunities

RECOMMENDED MOTION: Move to approve Ordinance No. 2015-41, to annex approximately 5 acres located at 1780 Taylor Road into the City of Port Orange.

SUMMARY: The property owner has requested the voluntary annexation of ±5 acres into the City of Port Orange. The subject property is located on the north side of Taylor Road, between the existing entrances to the Crane Lakes and Forest Lake Preserve subdivisions. The property owner is also requesting to change the Future Land Use (FLU) designation of the subject property to City of Port Orange Suburban Residential (2-4 units/acre) and rezone the subject property to add it into the Crane Lakes Planned Unit Development (PUD).

Various City Departments, including Fire and Rescue, Public Utilities, Finance, Public Works, and Parks and Recreation have reviewed the annexation request and based on the impact analysis there is adequate capacity to accommodate the proposed annexation.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Ord. No. 2015-41	Ord. No. 2015-41.pdf
2.	Staff Report	Crane Lakes Annexation Staff Rpt.pdf
3.	Sketch of Updated City Boundary	Sketch_Updated City Boundary.pdf

Cruz, Penelope
Burman, Tim
Roberts, Margaret
Johansson, M. Jake

Created/Initiated - 11/11/2015
Approved - 11/11/2015
Approved - 11/24/2015
Final Approval - 11/24/2015

ORDINANCE NO. 2015-41

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, ANNEXING
APPROXIMATELY 5 ACRES OF PROPERTY LOCATED AT
1780 TAYLOR ROAD; REPEALING CONFLICTING
ORDINANCES; PROVIDING FOR SEVERABILITY; AND
PROVIDING AN EFFECTIVE DATE.

WHEREAS, the owner of real property in an unincorporated area of Volusia County, Florida, contiguous to the boundary of the City of Port Orange and reasonably compact, has petitioned the governing body of the City of Port Orange that said property be annexed to and become part of Port Orange, Florida; and

WHEREAS, the City Council of the City of Port Orange, Florida, has determined that the petition is a bona fide request by the owner of real property in the area proposed to be annexed; and

WHEREAS, the City Council of the City of Port Orange, Florida, finds that it is in the best interest of the citizens of the City of Port Orange to annex said territory into the corporate limits of the City of Port Orange; and

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

Section 1. The City Council of the City of Port Orange hereby annexes the parcels of land described on **Exhibit "A"**, attached hereto and incorporated herein by reference, being in the County of Volusia and contiguous to the boundary lines of the City of Port Orange into the City of Port Orange and said parcels shall be subject to the jurisdiction, obligations, benefits and privileges of the City of Port Orange.

Section 2. The boundary lines of the City of Port Orange are hereby changed and redefined, including the annexed land described land described in **Exhibit "B"**.

Section 3. Upon approval at first reading, the City Clerk is hereby directed to publish Notice of Annexation as required by Section 171.044(2), Florida Statutes (2002), at least once each week for two (2) consecutive weeks in a newspaper of general circulation in the City of Port Orange or Volusia County and to provide a copy of said notice via certified mail to the Volusia County Council.

Section 4. Within seven (7) days, after adoption of this ordinance, the City Clerk is directed to file the original of said ordinance with the Clerk of the Circuit Court and the chief administrative officer of Volusia County and the Department of State.

Section 5. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 6. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

Section 7. This ordinance shall become effective as provided by general law.

MAYOR ALLEN GREEN

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading this day of

Passed and adopted on second and final reading this day of

Reviewed and Approved: _____
City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1: COMMENCING AT THE NORTHWEST CORNER OF THE N.E. 1/4 OF THE S.E. 1/4 OF SECTION 24, TOWNSHIP 16 SOUTH, RANGE 32 EAST; THENCE SOUTH ALONG THE WESTERLY LINE THEREOF, A DISTANCE OF 752.09 FEET TO THE PLACE OF BEGINNING; THENCE SOUTH 45 DEGREES, 30 MINUTES, 20 SECONDS, EAST, A DISTANCE OF 659.23 FEET TO A POINT IN THE WESTERLY LINE OF SAMSULA PORT ORANGE ROAD (NOW TAYLOR ROAD); THENCE SOUTH 39 DEGREES, 53 MINUTES, WEST ALONG THE WESTERLY LINE OF SAID SAMSULA PORT ORANGE ROAD, A DISTANCE OF 200.0 FEET; THENCE NORTH 51 DEGREES, 09 MINUTES, WEST, A DISTANCE OF 439.18 FEET; THENCE NORTH 340.0 FEET TO THE PLACE OF BEGINNING.

PARCEL 2: COMMENCING AT THE NORTHWEST CORNER OF THE N.E. 1/4 OF THE S.E. 1/4 OF SECTION 24, TOWNSHIP 16 SOUTH, RANGE 32 EAST; THENCE SOUTH ALONG THE WESTERLY LINE THEREOF, A DISTANCE OF 524.53 FEET TO THE PLACE OF BEGINNING; THENCE SOUTH 41 DEGREES, 05 MINUTES, 20 SECONDS, EAST, A DISTANCE OF 813.09 FEET TO A POINT IN THE WESTERLY LINE OF THE SAMSULA PORT ORANGE ROAD, NOW KNOWN AS TAYLOR ROAD; THENCE SOUTH 39 DEGREES, 53 MINUTES, WEST, ALONG THE WESTERLY LINE OF SAID TAYLOR ROAD, A DISTANCE OF 100 FEET; THENCE NORTH 45 DEGREES, 30 MINUTES, 20 SECONDS, WEST, A DISTANCE OF 659.23 FEET; THENCE NORTH 227.56 FEET TO THE PLACE OF BEGINNING.

EXHIBIT "B"

LEGAL DESCRIPTION FOR THE CITY LIMITS OF PORT ORANGE, FLORIDA (PREPARED BY
SLIGER & ASSOCIATES, INC.) (REVISED 4/4/2012, JZ,12-0248)
ALL THAT PARCEL OF LAND BEING A PORTION OF:

TOWNSHIP 16 SOUTH, RANGE 33 EAST; TOWNSHIP 15 SOUTH, RANGE 33 EAST; TOWNSHIP
15 SOUTH, RANGE 32 EAST; TOWNSHIP 16 SOUTH, RANGE 32 EAST; AND TOWNSHIP 17
SOUTH, RANGE 33 EAST; BEING LOCATED WITHIN THE CITY OF PORT ORANGE, VOLUSIA
COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SECTION 3, TOWNSHIP 16 SOUTH, RANGE 33 EAST,
PUBLIC LAND SURVEYS IN THE STATE OF FLORIDA;

THENCE SOUTHERLY ALONG THE WEST LINE OF SAID SECTION 3 , TO THE SOUTHERLY
LINE OF THE FOLLOWING DESCRIBED PROPERTY, AS RECORDED IN OFFICIAL RECORDS
BOOK 1890, PAGE 0911, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA:

*((O.R.B. 1890, PAGE 0911) LOT 4, SUB. OF U.S. GOVERNMENT LOT 1, IN SECTION 34, TOWNSHIP
15 SOUTH, RANGE 33 EAST, AS LAYS WESTERLY OF U.S. HIGHWAY #1, AS RECORDED IN MAP
BOOK 3, PAGE 136, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; ALSO PART OF
GOVERNMENT LOT 1, LYING NORTH OF DOUGHERTY CANAL AND WEST OF U.S. HIGHWAY #1,
SECTION 3, TOWNSHIP 16 SOUTH, RANGE 33 EAST, BEING MORE PARTICULARLY DESCRIBED AS
FOLLOWS:*

*BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 5 OF SAID SUBDIVISION IN SECTION 34,
TOWNSHIP 15 SOUTH, RANGE 33 EAST, AND/OR THE NORTHWEST CORNER OF SAID LOT 1 IN
SECTION 3, TOWNSHIP 16 SOUTH, RANGE 33 EAST, RUN THENCE S0°06'30"E, ALONG SAID WEST
LINE OF LOT 1, SECTION 3, A DISTANCE OF 409.1 FEET TO A POINT THEREIN; THENCE
N64°58'03"E, A DISTANCE OF 867.30 FEET TO A POINT IN THE WESTERLY LINE OF THE 100
FOOT RIGHT-OF-WAY OF U.S. HIGHWAY #1, AS NOW OCCUPIED AND ESTABLISHED; THENCE
N21°23'44"W, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 488.6 FEET TO ITS
INTERSECTION WITH THE NORTH LINE OF LOT 5, A SUB. OF LOT 1, SECTION 34, TOWNSHIP 15
SOUTH, RANGE 33 EAST, AFORESAID, THENCE S60°39'46"W ALONG SAID NORTH LINE OF LOT
5, A DISTANCE OF 696.93 FEET TO THE NORTHWEST CORNER THEREOF; THENCE S 0°17'00"W,
ALONG THE WEST LINE FO LOT 5, A DISTANCE OF 72.0 FEET TO THE POINT OF BEGINNING,
CONTAINING 8.69 ACRES.)*

THENCE NORTHEASTERLY ALONG SAID SOUTHERLY LINE, TO A POINT IN THE WEST
RIGHT OF WAY LINE OF U.S. HIGHWAY #1 (RIDGEWOOD AVENUE);

THENCE EASTERLY TO THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF U.S.
HIGHWAY #1 WITH THE SOUTHERLY LINE OF THE NORTHERLY 20 FEET OF LOT 3, MARY
ROUTH SMITH SUBDIVISION, AS RECORDED IN MAP BOOK 6, PAGE 53, PUBLIC RECORDS OF
VOLUSIA COUNTY, FLORIDA;

THENCE EASTERLY ALONG THE SOUTHERLY LINE OF THE NORTHERLY 20 FEET OF SAID
LOT 3 TO THE EASTERLY LINE OF THE WESTERLY 175 FEET OF THE NORTHERLY 20 FEET
OF SAID LOT 3;

THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID WESTERLY 175 FEET TO THE
SOUTHERLY LINE OF RIVERLAND PARK, AS RECORDED IN MAP BOOK 9, PAGE 10, PUBLIC
RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID RIVERLAND PARK TO THE
WESTERLY LINE OF THE EASTERLY 132.5 FEET OF SAID LOT 3;

THENCE SOUTHERLY ALONG SAID WESTERLY LINE, TO THE SOUTHERLY LINE OF THE NORTHERLY 80 FEET OF SAID LOT 3;

THENCE EASTERLY ALONG SAID SOUTHERLY LINE OF THE NORTHERLY 80 FEET, TO THE MEAN HIGH WATER LINE ON THE WESTERLY SHORE OF THE HALIFAX RIVER;

THENCE EASTERLY ACROSS SAID HALIFAX RIVER, TO THE SOUTHWEST CORNER OF LOT 21, RIVERVIEW SUBDIVISION ADDITION NO. 1, AS RECORDED IN MAP BOOK 19, PAGE 210, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE EASTERLY ALONG THE SOUTH LINE OF SAID LOT 21 AND THE EASTERLY PROLONGATION THEREOF, TO THE SOUTHWEST CORNER OF LOT 34, SAID RIVERVIEW SUBDIVISION, ADDITION NO. 1;

THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 34, TO THE NORTH LINE OF SAID LOT 34;

THENCE EASTERLY ALONG SAID NORTH LINE OF LOT 34, TO THE EAST LINE OF SAID LOT 34;

THENCE SOUTHERLY ALONG SAID EAST LINE OF LOT 34, TO THE SOUTH LINE OF SAID RIVERVIEW SUBDIVISION, ADDITION NO. 1;

THENCE EASTERLY ALONG SAID SOUTH LINE OF RIVERVIEW SUBDIVISION ADDITION NO. 1, AND THE EASTERLY PROLONGATION THEREOF, TO THE EASTERLY RIGHT OF WAY LINE OF SOUTH PENINSULA DRIVE;

THENCE SOUTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE OF SOUTH PENINSULA DRIVE, TO THE NORTHWEST CORNER OF LOT 21, BLOCK F, VAN VALZAH SUBDIVISION, AS RECORDED IN MAP BOOK 15, PAGE 64, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 21, TO THE EAST LINE OF SAID LOT 21;

THENCE SOUTHERLY ALONG SAID EAST LINE OF LOT 21 AND THE EAST LINE OF LOTS 16-20, SAID BLOCK F, TO THE SOUTH LINE OF SAID LOT 16;

THENCE WESTERLY ALONG SAID SOUTH LINE OF LOT 16, TO SAID EASTERLY RIGHT OF WAY LINE OF SOUTH PENINSULA DRIVE;

THENCE SOUTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE OF SOUTH PENINSULA DRIVE TO THE NORTHERLY LINE OF THE SOUTHERLY 40 FEET OF THE NORTHERLY 640 FEET OF WINTHROP HOLDING CORPORATION'S RESUBDIVISION, PER MAP RECORDED IN MAP BOOK 11, PAGE 107, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE EASTERLY ALONG SAID NORTHERLY LINE OF THE SOUTHERLY 40 FEET OF THE NORTHERLY 640 FEET, TO THE EASTERLY LINE OF SAID WINTHROP HOLDING CORPORATION'S RESUBDIVISION;

THENCE SOUTHERLY ALONG SAID EASTERLY LINE OF WINTHROP HOLDING CORPORATION'S RESUBDIVISION, TO THE SOUTHERLY LINE OF THE NORTHERLY 740 FEET OF SAID WINTHROP HOLDING CORPORATION'S RESUBDIVISION;

THENCE WESTERLY ALONG SAID SOUTHERLY LINE OF THE NORTHERLY 740 FEET AND THE WESTERLY PROLONGATION THEREOF, TO SAID MEAN HIGH WATER LINE ON THE EASTERLY SHORE OF THE HALIFAX RIVER;

THENCE SOUTHERLY ALONG SAID MEAN HIGH WATER LINE, TO THE INTERSECTION WITH THE FOLLOWING DESCRIBED LINE OR THE EASTERLY PROLONGATION THEREOF, PER SAID HOUSE BILL NO. 1911;

((HOUSE BILL NO. 1911) BEGIN AT A CONCRETE MONUMENT ON THE SOUTH LINE OF FLEMING AVENUE AS SHOWN ON THE PLAT OF MARY C. FLEMING SUBDIVISION, AS RECORDED IN MAP BOOK 1, PAGE 100, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID MONUMENT BEING 765.45 FEET EASTERLY, AS MEASURED ALONG SAID SOUTH LINE OF FLEMING AVENUE, FROM THE WEST LINE OF RIDGEWOOD AVENUE, A 100 FOOT STREET AS SHOWN ON THE PLAT OF NORWOOD, AS RECORDED IN MAP BOOK 5, PAGE 1, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE EASTERLY ACROSS THE HALIFAX RIVER IN A STRAIGHT LINE, TO A POINT ON THE NORTH LINE OF SECTION 11, TOWNSHIP 16 SOUTH, RANGE 33 EAST, SAID POINT BEING 1196.25 FEET WESTERLY, AS MEASURED ALONG SAID NORTH LINE OF SECTION 11, FROM THE NORTHEAST CORNER OF SAID SECTION 11, SAID POINT BEING THE END OF SAID DESCRIBED LINE);

THENCE WESTERLY ALONG SAID DESCRIBED LINE, TO THE EASTERLY LINE OF THE INTRACOASTAL WATERWAY;

THENCE SOUTHERLY ALONG SAID EASTERLY LINE OF THE INTRACOASTAL WATERWAY, TO THE NORTHERLY LINE OF THE CORPORATE LIMITS OF THE TOWN OF PONCE INLET;

THENCE WESTERLY ALONG SAID NORTHERLY LINE OF THE CORPORATE LIMITS, TO THE WESTERLY MEAN HIGH WATER LINE OF THE HALIFAX RIVER;

THENCE SOUTHERLY ALONG THE WESTERLY MEAN HIGH WATER LINE OF THE HALIFAX RIVER TO THE NORTHERLY MEAN HIGH WATERLINE OF ROSE BAY;

THENCE WESTERLY ALONG SAID NORTHERLY MEAN HIGH WATERLINE, TO A POINT THAT IS 300 FEET EASTERLY OF, AS MEASURED AT RIGHT ANGLES, TO THE EAST RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY;

THENCE, PARALLEL WITH SAID EAST RIGHT OF WAY LINE, SOUTHERLY, TO THE NORTHERLY LINE OF THE PALMAS GRANT, BEING SECTION 38, TOWNSHIP 16 SOUTH RANGE 33 EAST;

THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID PALMAS GRANT, TO THE WEST RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY;

THENCE SOUTHERLY ALONG SAID WEST RIGHT OF WAY LINE, TO THE NORTHERLY MEAN HIGH WATER LINE OF STRICKLAND BAY (SPRUCE CREEK);

THENCE WESTERLY ALONG THE NORTHERLY MEAN HIGH WATER LINE OF SAID STRICKLAND BAY, TO THE WESTERLY LINE OF SAID PALMAS GRANT;

THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID PALMAS GRANT, TO THE SOUTH LINE OF SECTION 27, TOWNSHIP 16 SOUTH, RANGE 33 EAST;

THENCE WESTERLY ALONG THE SOUTH LINE OF SAID SECTION 27, TO THE WEST LINE OF SPRUCE CREEK ROAD;

THENCE SOUTHERLY ALONG THE WEST LINE OF SAID SPRUCE CREEK ROAD PARALLEL WITH THE WEST LINE OF SECTION 34, TOWNSHIP 16 SOUTH, RANGE 33 EAST, TO A POINT ON A LINE, SAID LINE BEING PERPENDICULAR TO THE WEST LINE OF SECTION 34 AND 205 FEET SOUTHERLY OF, AS MEASURED ALONG SAID WEST LINE FROM THE NORTHWEST CORNER THEREOF;

THENCE EASTERLY ALONG SAID PERPENDICULAR LINE, TO SAID WEST LINE OF SECTION 34;

THENCE WESTERLY ALONG THE WESTERLY PROLONGATION OF SAID PERPENDICULAR LINE A DISTANCE OF 200 FEET;

THENCE NORTHERLY, PARALLEL WITH SAID WEST LINE OF SECTION 34, TO THE NORTH LINE OF SECTION 33, TOWNSHIP 16 SOUTH, RANGE 33 EAST;

THENCE WESTERLY ALONG SAID NORTH LINE OF SECTION 33, TO THE EAST LINE OF THE W 1/2 OF THE NE 1/4 OF SAID SECTION 33;

THENCE SOUTHERLY ALONG SAID EAST LINE OF THE W 1/2 OF THE NE 1/4, TO THE NORTHEAST CORNER OF THE NW 1/4 OF THE SE 1/4 OF SAID SECTION 33;

THENCE SOUTHERLY ALONG THE EAST LINE OF SAID NW 1/4 OF THE SE 1/4, TO THE NORTH LINE OF THE S 1/2 OF THE SE 1/4 OF SAID SECTION 33;

THENCE EASTERLY ALONG SAID NORTH LINE OF THE S 1/2 OF THE SE 1/4, TO THE EAST LINE OF SAID SECTION 33;

THENCE SOUTHERLY ALONG SAID EAST LINE OF SECTION 33, TO THE SOUTH LINE OF SAID SECTION 33;

THENCE WESTERLY ALONG SAID SOUTH LINE OF SECTION 33, TO THE EAST LINE OF THE W 1/2 OF SECTION 4, TOWNSHIP 17 SOUTH, RANGE 33 EAST;

THENCE SOUTHERLY ALONG SAID EAST LINE OF THE W 1/2 OF SECTION 4, TO THE NORTH LINE OF THE SOUTHERLY 578 FEET OF THE NW 1/4 OF SAID SECTION 4;

THENCE WESTERLY ALONG SAID NORTH LINE OF THE SOUTHERLY 578 FEET, TO THE WEST LINE OF THE EASTERLY 176 FEET OF SAID NW 1/4;

THENCE SOUTHERLY ALONG SAID WEST LINE OF THE EASTERLY 176 FEET, TO THE SOUTH LINE OF THE NW 1/4 OF SAID SECTION 4;

THENCE EASTERLY ALONG SAID SOUTH LINE OF THE NW 1/4, TO THE EAST LINE OF THE SW 1/4 OF SAID SECTION 4;

THENCE SOUTHERLY ALONG THE EAST LINE OF THE SW 1/4 OF SAID SECTION 4, TO THE SOUTHEAST CORNER THEREOF;

THENCE SOUTHERLY ALONG THE EASTERLY LINE OF THE NW 1/4 OF SECTION 9, TOWNSHIP 17 SOUTH, RANGE 33 EAST, TO THE NORTHERLY LINE OF SR 40-A (AKA PIONEER TRAIL);

THENCE WESTERLY ALONG SAID NORTHERLY LINE OF SR 40-A, TO THE WEST LINE OF LOT 3, 2ND SUBDIVISION OF ABBOTT FARMS, AS RECORDED IN MAP BOOK 8, PAGE 134, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE NORTHERLY ALONG SAID WEST LINE OF LOT 3, TO THE SOUTHWEST CORNER OF LOT 18, SAID 2ND SUBDIVISION OF ABBOTT FARMS;

THENCE NORTHERLY ALONG SAID WEST LINE OF LOT 18, TO THE SOUTH LINE OF THE NORTH 827 FEET OF LOT 19;

THENCE WESTERLY ALONG SAID SOUTH LINE OF THE NORTH 827 FEET AND ALONG THE SOUTH LINE OF LOT 20, SAID 2ND SUBDIVISION OF ABBOTT FARMS, TO THE WEST LINE OF SAID LOT 20;

THENCE NORTHERLY ALONG SAID WEST LINE OF LOT 20, TO THE SOUTH LINE OF THE NW 1/4, SECTION 6, TOWNSHIP 17 SOUTH, RANGE 33 EAST;

THENCE WESTERLY ALONG THE SOUTH LINE OF SAID NW 1/4, TO THE WEST LINE OF THE SE 1/4 OF THE NW 1/4 SAID SECTION 6;

THENCE NORTHERLY ALONG SAID WEST LINE OF THE SE 1/4 OF THE NW 1/4 OF SECTION 6, TO THE SOUTH LINE OF THE N 1/2 OF THE SW 1/4 OF THE NW 1/4, SAID SECTION 6;

THENCE WESTERLY ALONG SAID SOUTH LINE OF THE SW 1/4 OF THE NW 1/4, TO THE EAST LINE OF THE WEST 256.00 FEET OF THE N 1/2 OF THE SW 1/4 OF THE NW 1/4 OF SAID SECTION 6;

THENCE IN A NORTHERLY DIRECTION ALONG SAID EAST LINE OF THE WEST 256.00 FEET TO THE SOUTH LINE OF THE NW 1/4 OF THE NW 1/4 OF SAID SECTION 6, SAID SOUTH LINE ALSO BEING THE SOUTH LINE OF WATERS EDGE, PHASE V, AS RECORDED IN MAP BOOK 47, PAGES 117-120 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE IN A WESTERLY DIRECTION ALONG SAID SOUTH LINE OF WATERS EDGE, PHASE V, 181.27 FEET TO THE EASTERLY RIGHT OF WAY LINE OF AIRPORT ROAD, A 50 FOOT RIGHT OF WAY AS NOW LAID OUT AND IN USE;

THENCE SOUTHERLY ALONG SAID EAST RIGHT OF WAY LINE TO THE SOUTH LINE OF THE NW 1/4 OF SAID SECTION 6;

THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, WESTERLY ALONG SAID SOUTH LINE OF THE NW 1/4 OF SAID SECTION 6 TO THE WEST RIGHT OF WAY LINE OF AIRPORT ROAD;

THENCE NORTHERLY ALONG SAID WEST RIGHT OF WAY LINE, TO THE SOUTH LINE OF SECTION 31, TOWNSHIP 16 SOUTH, RANGE 33 EAST;

THENCE WESTERLY ALONG SAID SOUTH LINE OF SECTION 31, TO THE WEST LINE OF SAID SECTION 31;

THENCE NORTHERLY ALONG SAID WEST LINE OF SECTION 31, TO THE SOUTH LINE OF THE NORTH 1710 FEET OF THE S 3/4 OF THE SE 1/4 OF SECTION 36, TOWNSHIP 16 SOUTH, RANGE 32 EAST;

THENCE WESTERLY ALONG SAID SOUTH LINE OF THE NORTH 1710 FEET TO THE WEST LINE OF THE EAST 550 FEET OF THE S 3/4 OF THE SE 1/4 OF SAID SECTION 36;

THENCE NORTHERLY ALONG THE WEST LINE OF SAID EAST 550 FEET TO THE NORTH LINE OF THE SOUTH 420 FEET OF THE NORTH 660 FEET OF THE S 3/4 OF THE SE 1/4 OF SAID SECTION 36;

THENCE EASTERLY ALONG THE NORTH LINE OF SAID SOUTH 420 FEET TO THE WEST LINE OF SAID SECTION 31;

THENCE NORTHERLY ALONG SAID WEST LINE OF THE SE 1/4 OF SECTION 31, TO THE NORTHERLY RIGHT OF WAY LINE OF AIRPORT ROAD, A 100 FOOT RIGHT-OF-WAY, RECORDED IN OFFICIAL RECORDS BOOK 3048, PAGE 514, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, THE CENTER LINE OF WHICH IS DESCRIBED AS FOLLOWS:

((O.R.B. 3048, PAGE 514) A PORTION OF SECTION 31, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE NORTHEAST CORNER OF SAID SECTION 31, RUN S89°59'54"W ALONG THE NORTH LINE OF SAID SECTION 31 A DISTANCE OF 50.01 FEET TO THE CENTERLINE OF PROPOSED AIRPORT ROAD, A 100.00 FOOT RIGHT-OF-WAY, AND THE POINT OF BEGINNING: THENCE DEPARTING SAID NORTH LINE OF SECTION 31, RUN ALONG SAID CENTERLINE THE FOLLOWING COURSES AND DISTANCES; S00°59'39"E, PARALLEL WITH THE EAST LINE OF SAID SECTION 31 A DISTANCE OF 423.69 FEET TO THE P.C. OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 1400.00 FEET AND A CENTRAL ANGLE OF 38°40'52"; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 945.16 FEET; THENCE S57°41'13"W A DISTANCE OF 1852.57 FEET TO THE P.C. OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 1400.00 FEET AND A CENTRAL ANGEL OF 51°21'59"; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1255.12 FEET; THENCE S89°03'12"W A DISTANCE OF 2666.46 FEET TO THE WEST LINE OF SAID SECTION 31, AND THE TERMINATION OF SAID CENTERLINE, THE RIGHT-OF-WAY LINES OF SAID AIRPORT ROAD TO LENGTHEN OR SHORTEN TO INTERSECT WITH THE NORTH AND WEST LINES OF SAID SECTION 31);

THENCE NORTHEASTERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE, TO THE BOUNDARY OF SABAL CREEK P.U.D., PHASE I, AS RECORDED IN MAP BOOK 44, PAGES 167-170, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE ALONG SAID BOUNDARY OF SABAL CREEK P.U.D., PHASE I, WESTERLY, SOUTHERLY AND NORTHERLY, TO THE SOUTHERLY MOST CORNER OF SABAL CREEK P.U.D., PHASE III, AS RECORDED IN MAP BOOK 45, PAGES 169 AND 170, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE NORTHERLY ALONG THE WESTERLY BOUNDARY OF PARCEL "F", SAID SABAL CREEK P.U.D. PHASE III, TO THE NORTH CORNER OF PARCEL "C", SPRUCE CREEK SUBDIVISION, UNIT III-E, AS RECORDED IN MAP BOOK 43, PAGES 98-100, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA SAID NORTH CORNER OF PARCEL "C", BEING ON THE SOUTHERLY BOUNDARY OF THE SANCTUARY ON SPRUCE CREEK, PHASE IIB, AS RECORDED IN PLAT BOOK 46, PAGES 17-19, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE WESTERLY AND NORTHERLY ALONG THE BOUNDARY OF SAID THE SANCTUARY ON SPRUCE CREEK, PHASE IIB, TO THE BOUNDARY OF SPRUCE CREEK SUBDIVISION UNIT II B, AS RECORDED IN PLAT BOOK 38, PAGES 56-59, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE NORTHERLY ALONG THE BOUNDARY OF SAID SPRUCE CREEK SUBDIVISION, UNIT II B, TO THE BOUNDARY OF SPRUCE CREEK SUBDIVISION UNIT II C, AS RECORDED IN PLAT BOOK 40, PAGES 79-81, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE NORTHERLY ALONG THE BOUNDARY OF SAID SPRUCE CREEK SUBDIVISION UNIT II C, TO THE BOUNDARY OF FLY-IN SPRUCE CREEK, INC. SUBDIVISION, AS RECORDED IN PLAT BOOK 33, PAGES 103-108 IN PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE NORTHERLY ALONG THE BOUNDARY OF SAID FLY-IN SPRUCE CREEK, INC. SUBDIVISION, TO THE CENTER LINE OF SPRUCE CREEK;

THENCE EASTERLY ALONG THE CENTER LINE OF SAID SPRUCE CREEK, TO THE WEST LINE OF THE EAST 1/2 OF SECTION 30, TOWNSHIP 16 SOUTH, RANGE 33 EAST;

THENCE NORTHERLY ALONG SAID WEST LINE OF THE EAST 1/2 OF SECTION 30, TO THE NORTHWEST CORNER THEREOF;

THENCE WESTERLY ALONG THE NORTH LINE OF SAID SECTION 30 TO THE WEST LINE OF THE EAST 683.71 FEET OF THE NORTHWEST ¼ OF SAID SECTION 30;

THENCE SOUTHERLY ALONG THE WEST LINE OF THE EAST 683.71 FEET OF THE NORTHWEST ¼ OF SAID SECTION 30 TO THE MEAN HIGH WATER LINE OF THE NORTHERLY SHORE LINE OF SPRUCE CREEK;

THENCE WESTERLY ALONG SAID MEAN HIGH WATER LINE TO THE EAST LINE OF THE WESTERLY 825 OF SAID SECTION 30;

THENCE NORTHERLY ALONG SAID EAST LINE TO THE SOUTH LINE OF THE NORTHERLY 1000 FEET OF SAID SECTION 30;

THENCE EASTERLY ALONG SAID SOUTH LINE TO THE EAST LINE OF THE WEST 925 FEET OF SAID SECTION 30;

THENCE NORTHERLY ALONG SAID EAST LINE TO THE NORTH LINE OF SAID SECTION 30;

THENCE WESTERLY ALONG SAID NORTH LINE TO THE EAST LINE OF THE WEST ½ OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 30;

THENCE SOUTHERLY ALONG SAID EAST LINE TO THE MEAN HIGH WATER LINE OF THE NORTH SHORE OF SPRUCE CREEK;

THENCE WESTERLY ALONG SAID MEAN HIGH WATER LINE TO THE WEST LINE OF SAID SECTION 30 AND THE EAST LINE OF THE FOLLOWING DESCRIBED PROPERTY, AS RECORDED IN OFFICIAL RECORDS BOOK 4823, PAGE 1318 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

((O.R.B. 4823, PAGE 1318) A PORTION OF SECTION 19, TOWNSHIP 16 SOUTH, RANGE 33 EAST, A PORTION OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 32 EAST AND A PORTION OF R. L. LEFFMAN'S HOMESTEAD AS RECORDED IN MAP BOOK 3, PAGE 56, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF REFERENCE BEGIN AT THE CONCRETE MONUMENT MARKING THE SOUTHEAST CORNER OF SECTION 24, TOWNSHIP 16 SOUTH, RANGE 32 EAST, SAID MONUMENT BEING THE SOUTHEAST CORNER OF SAID R. L. LEFFMAN'S HOMESTEAD; THENCE S03°39'12"W ALONG THE EASTERLY LINE OF SAID SECTION 25, 851.62 FEET TO AN INTERSECTION WITH THE NORTHERLY SHORE LINE OF SPRUCE CREEK; THENCE GENERALLY WESTERLY, SOUTHERLY AND WESTERLY ALONG THE NORTHERLY SHORE LINE OF SAID SPRUCE CREEK TO AN INTERSECTION WITH A LINE THAT BEARS S04°31'03"W OF THE SOUTHWEST CORNER OF LOT 7 OF SAID R. L. LEFFMAN'S HOMESTEAD; THENCE N04°31'03"E, 1625 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID LOT 7; THENCE S86°38'33"E ALONG THE SOUTH LINE OF SAID R. L. LEFFMAN'S HOMESTEAD 664.75 FEET; THENCE N04°06'44"E 380.26 FEET; THENCE

N87°00'44"W 981.56 FEET TO THE SOUTHEAST RIGHT-OF-WAY LINE OF OCCUPIED TAYLOR ROAD; THENCE N30°08'14"E ALONG THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID TAYLOR ROAD 44.95 FEET; THENCE S87°00'44"E 1406.14 FEET, THENCE N04°06'44"E 698.24 FEET; THENCE N87°00'44"W 999.285 FEET TO THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID TAYLOR ROAD AS OCCUPIED; THENCE N44°10'51"E ALONG THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID TAYLOR ROAD 264.34 FEET TO THE NORTH LINE OF R. L. LEFFMAN'S HOMESTEAD; THENCE S87°00'44"E ALONG THE NORTH LINE OF SAID R.L. LEFFMAN'S HOMESTEAD 1044.66 FEET TO THE WEST LINE OF SECTION 19, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE N04°06'44"E ALONG THE SAID WEST LINE OF SECTION 19 145.36 FEET; THENCE S85°44'44"E 1313.42 FEET; THENCE N03°50'56"E 1341.70 FEET TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 19; THENCE S85°19'42"E 326.83 FEET; THENCE S03°46'57"W 1339.235 FEET; THENCE S85°44'44"E 328.36 FEET; THENCE S03°42'57"W 668.39 FEET; THENCE S85°57'39"E 658.25 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 19; THENCE S03°34'54"W ALONG THE SAID EAST LINE 665.93 FEET TO THE SOUTH LINE OF SAID SECTION 19; THENCE N89°10'30"W 2639.195 FEET TO THE CONCRETE MONUMENT MARKING THE SOUTHWEST CORNER OF SAID SECTION 19; THENCE S03°35'41.5"W ALONG THE EAST LINE OF SECTION 24, TOWNSHIP 16 SOUTH, RANGE 32 EAST 113.775 FEET TO THE CONCRETE MONUMENT AND THE POINT OF BEGINNING.

ALSO

LANDS LYING SOUTHERLY OF THE NORTH BANK OF SPRUCE CREEK AND LOCATED IN THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL THREE: ALL THAT PART OF THE SE ¼, NE ¼, SECTION TWENTY FIVE (25), TOWNSHIP SIXTEEN (16) SOUTH, RANGE THIRTY TWO (32) EAST, LYING AND BEING SOUTH AND EAST OF SPRUCE CREEK, EXCEPT SO MUCH THEREOF AS WAS TRANSFERRED IN FEE TO THE UNITED STATES OF AMERICA BY JUDGMENT IN CASE NO. 574-J CIVIL IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA, AS THE SAME APPEARS IN FOREIGN JUDGMENT BOOK 3, PAGE 322, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL FOUR: ALL THAT PART OF THE WEST ½, NE ¼, SECTION TWENTY-FIVE (25), TOWNSHIP SIXTEEN (16) SOUTH, RANGE THIRTY-TWO (32) EAST, LYING AND BEING SOUTH OF SPRUCE CREEK EXCEPT SO MUCH THEREOF AS WAS TRANSFERRED IN FEE TO THE UNITED STATES OF AMERICA BY JUDGMENT IN CASE NO. 574-J CIVIL IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA, AS THE SAME APPEARS IN FOREIGN JUDGMENT BOOK 3, PAGE 322, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

THE EXCEPTED PORTION OF PARCELS THREE AND FOUR ABOVE ARE MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A CONCRETE MONUMENT ON THE NORTH LINE OF THE NE ¼ OF THE SW ¼ OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 32 EAST, SAID POINT BEING LOCATED N49°40'40"E, 2088.72 FEET FROM A CONCRETE MONUMENT AT THE NORTHEAST CORNER OF A TRACT OF LAND OWNED BY BELLE MURRAY AND BENNIE L. GRIFFIN; THENCE N89°01'30"E, ALONG THE NORTH LINE OF THE SOUTH ½ OF SAID SECTION 25, 1218.44 FEET TO A CONCRETE MONUMENT LOCATED AT THE TOP OF THE BLUFF OF THE EAST SIDE OF SPRUCE CREEK SWAMP FOR A PLACE OF BEGINNING; THENCE FROM SAID PLACE OF BEGINNING ALONG THE TOP OF THE BLUFF THE FOLLOWING COURSES AND DISTANCES: N00°59'20"W, 220.07 FEET TO A CONCRETE MONUMENT; N62°26'20"E, 300 FEET TO A CONCRETE MONUMENT; N54°33'00"E, 690 FEET TO A CONCRETE MONUMENT; N59°56'40"E, 320 FEET TO A CONCRETE MONUMENT; N80°57'00"E, 285 FEET TO A CONCRETE MONUMENT; N60°28'30"E, 366.58 FEET TO A CONCRETE MONUMENT ON THE EAST BOUNDARY OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 32 EAST, SAID POINT BEING LOCATED S00°31'50"W, 206.82 FEET FROM THE NORTHEAST CORNER OF THE SE ¼ OF THE NE ¼ OF SAID SECTION 25; THENCE SOUTH ALONG THE EAST LINE OF THE NE ¼ OF SECTION 25 TO THE

SOUTHEAST CORNER OF THE NE ¼ OF SECTION 25; THENCE WESTWARDLY ALONG THE SOUTH LINE OF THE NE ¼ OF SECTION 25 TO THE PLACE OF BEGINNING),

THENCE SOUTHERLY, SOUTHWESTERLY, NORTHEASTERLY AND NORTHERLY ALONG THE BOUNDARY LINES OF THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 4823, PAGE 1318, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, TO THE SOUTHWEST CORNER OF LOT 7, R. L. LEFFMAN'S HOMESTEAD AS RECORDED IN MAP BOOK 3, PAGE 56, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND THE SOUTH LINE OF LOT 7, RESUBDIVISION OF A PART OF THE LIVINGSTON HOMESTEAD AS RECORDED IN MAP BOOK 10, PAGE 240, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE WESTERLY ALONG SAID SOUTH LINE TO THE SOUTHWEST CORNER OF SAID LOT 7, RESUBDIVISION OF A PART OF THE LIVINGSTON HOMESTEAD; THENCE WESTERLY TO THE WESTERLY RIGHT OF WAY LINE OF TAYLOR ROAD AT ITS INTERSECTION WITH THE SOUTH LINE OF THE SOUTHEAST ¼ OF SAID SECTION 24;

THENCE NORTHERLY ALONG SAID WESTERLY RIGHT OF WAY LINE TO THE SOUTH LINE OF THE LANDS DESCRIBED IN THE CITY OF PORT ORANGE, FLORIDA ANNEXATION ORDINANCE NUMBER 1998-80 AND DESCRIBED AS FOLLOWS,

((ORDINANCE NO. 1998-80) LEGAL DESCRIPTION:

THE EAST ½ OF THE SOUTHWEST ¼, TOWNSHIP 16, RANGE 32, SECTION 24, VOLUSIA COUNTY, FLORIDA AND THE NORTH 413.51 FEET MEASURED ON AND WEST OF ENTERPRISE ROAD OF LOT 3 AND THE NORTH 313.50 FEET MEASURED TO THE WEST LINE OF LOT 4 BEING 1524.43 FEET ON THE NORTH LINE AND 1254.78 FEET ON THE SOUTH LINE EXCEPTING THE TRIANGLE IN THE NORTHEAST CORNER PER OFFICIAL RECORD BOOK 1307, PAGE 83, BEING 296.79 FEET ON NORTH LINE AND 196.59 FEET ON ROAD PER OFFICIAL RECORD BOOK 275, PAGE 296, SUBDIVISION OF SOUTH ½ OF SOUTHEAST ¼ PER OFFICIAL RECORD BOOK 1709, PAGE 1430, AS RECORDED IN THE OFFICIAL RECORDS OF VOLUSIA COUNTY, FLORIDA.

ALSO DESCRIBED AS (O.R. BOOK 3078, PAGE 321), EASTERLY ½ OF THE SW 1/4 OF SECTION 24, TOWNSHIP 16 SOUTH, RANGE 32 EAST, AND A PART OF LOTS 3 AND 4, OF ASSESSORS SUBDIVISION OF R.L. LEFFMAN'S HOMESTEAD AS PER MAP IN MAP BOOK 3, PAGE 56 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

BEING AT THE NORTHWEST CORNER OF SAID LOT 4, RUNNING THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID LOTS 4 AND 3, A DISTANCE OF 1524.43 FEET TO A POINT IN THE WESTERLY LINE OF ENTERPRISE ROAD (A 60 FOOT ROAD AS NOW LAID OUT AND USED) THENCE SOUTH 40 DEGREES, 42 MINUTES WEST ALONG THE WESTERLY LINE OF SAID ENTERPRISE ROAD, A DISTANCE OF 413.51 FEET TO A POINT, THENCE WESTERLY AND PARALLEL TO THE NORTHERLY LINE OF SAID LOTS 3 AND 4, A DISTANCE OF 1254.78 FEET TO A POINT IN THE WESTERLY LINE OF SAID LOT 4, THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID LOT 4, A DISTANCE OF 313.5 FEET TO THE PLACE OF BEGINNING, EXCEPTING THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF SAID LOT 3 WITH THE WESTERLY LINE OF WEST HERBERT STREET (FORMERLY CALLED ENTERPRISE ROAD) (A 60 FOOT RIGHT OF WAY), THENCE SOUTH 88 DEGREES 55 MINUTES WEST 296.79 FEET, THENCE SOUTH 49 DEGREES 36 MINUTES 08 SECONDS EAST, 224.11 FEET TO A POINT IN THE WESTERLY LINE OF SAID HERBERT STREET, THENCE NORTH 39 DEGREES 53 MINUTES EAST ALONG THE WESTERLY LINE OF SAID WEST HERBERT STREET 196.59 FEET TO THE POINT OF BEGINNING, BEING ALSO KNOWN AS THAT PORTION OF SAID LOTS 3 AND 4, AFOREMENTIONED LYING EASTERLY OF THE EAST LINE OF THE 30 FOOT WIDE GAS COMPANY RIGHT OF WAY EASEMENT AND WESTERLY OF THE WEST LINE OF SAID WEST HERBERT STREET. SAID PARCEL CONTAINS 0.586 ACRES.)

THENCE WESTERLY ALONG SAID SOUTH LINE OF THE LANDS DESCRIBED IN THE CITY OF PORT ORANGE, FLORIDA ANNEXATION ORDINANCE NUMBER 1998-80 BOUNDARY, TO THE WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 16 SOUTH, RANGE 32 EAST;

THENCE SOUTHERLY ALONG SAID WEST LINE TO THE SOUTHWEST CORNER OF SAID SOUTHEAST 1/4, SECTION 24;

THENCE WESTERLY ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 24 TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SOUTHWEST 1/4;

THENCE NORTHERLY, ALONG THE WEST LINE OF THE EAST 1/2 OF THE WEST 1/2 OF SAID SECTION 24 TO THE SOUTH LINE OF THE PROPERTY RECORDED IN OFFICIAL RECORDS BOOK 4748, PAGE 685 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND DESCRIBED AS FOLLOWS:

*((O.R.B. 4748, PAGE 685) "ATLANTIS ANNEXATION DESCRIPTION"
A PORTION OF SECTIONS 13 AND 14, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:*

COMMENCE AT A CONCRETE MONUMENT MARKING THE SOUTHWEST CORNER OF SECTION 18, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE N89°50'24"W, 2767.32 FEET TO A 1" IRON PIPE MARKING THE OCCUPIED SOUTH ¼ CORNER OF SAID SECTION 13; THENCE S89°29'27"W, 976.06 FEET TO THE CENTERLINE OF A 30 FOOT WIDE FLORIDA GAS TRANSMISSION COMPANY RIGHT-OF-WAY EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 669, PAGE 1, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID POINT BEING N89°29'27"E, 1776.42 FEET FROM A ½" IRON PIPE MARKING THE OCCUPIED SOUTHWEST CORNER OF SAID SECTION 13, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUE S89°29'27"W, 1776.42 FEET TO SAID ½" IRON PIPE AND THE EAST LINE OF SAID SECTION 14; THENCE S00°35'19"E ALONG SAID EAST LINE, 190.60 FEET TO A 2" IRON PIPE MARKING THE SOUTHEAST CORNER OF SAID SECTION 14; THENCE S88°57'50"W ALONG THE NORTH LINE OF LOTS 1, 16 AND 17, TOMOKA FARMS SUBDIVISION, AS RECORDED IN MAP BOOK 6, PAGE 192, SAID PUBLIC RECORDS, AND THE EASTERLY PROJECTION THEREOF, 2595.68 FEET TO THE EASTERLY LINE OF TOMOKA FARMS ROAD, A PRESCRIPTIVE RIGHT-OF-WAY, AS RECORDED IN ROAD BOOK 1, PAGE 28, SAID PUBLIC RECORDS; THENCE N16°05'55"W ALONG SAID EASTERLY LINE, 833.38 FEET; THENCE N10°03'16"W ALONG SAID EASTERLY LINE, 22.61 FEET; THENCE N06°44'38"W ALONG SAID EASTERLY LINE, 224.69 FEET; THENCE N05°25'37"W ALONG SAID EASTERLY LINE, 434.02 FEET; THENCE N05°30'20"W ALONG SAID EASTERLY LINE, 480.00 FEET; THENCE N05°48'41"W ALONG SAID EASTERLY LINE, 480.00 FEET; THENCE N06°23'48"W ALONG SAID EASTERLY LINE, 201.86 FEET TO THE SOUTH LINE OF THE UN-NAMED 50 FOOT ROAD RIGHT-OF-WAY BETWEEN BLOCK NO. 2 AND BLOCK NO. 3 AS SHOWN ON PLAT NUMBER ONE OF CRAIG FARMS, AS RECORDED IN MAP BOOK 11, PAGE 89, SAID PUBLIC RECORDS; THENCE N89°27'37"E ALONG SAID SOUTH LINE, 1715.79 FEET TO THE WEST LINE OF THAT PORTION OF SAID UN-NAMED ROAD VACATED BY VOLUSIA COUNTY RESOLUTION NO. 94-238, AS RECORDED IN OFFICIAL RECORDS BOOK 3954, PAGE 415, VACATING CERTAIN PORTIONS OF SAID PLAT NUMBER ONE OF CRAIG FARMS; THENCE N00°31'39"W ALONG SAID WEST LINE AND ALONG THE EAST LINE OF LOT 16 AND LOT 7, BLOCK NO. 3, SAID PLAT NUMBER ONE OF CRAIG FARMS, 777.67 FEET; THENCE DEPART SAID EAST LINE N68°48'49"E, 1575.99 FEET; THENCE N47°36'36"E, 1656.79 FEET; THENCE S43°19'32"E, 1735.09 FEET TO A LINE DEFINING THE CITY LIMITS OF THE CITY OF PORT ORANGE, FLORIDA PER CITY OF PORT ORANGE, FLORIDA ORDINANCE NO. 1990-35 AS RECORDED IN OFFICIAL RECORDS BOOK 3553, PAGE 0588, SAID PUBLIC RECORDS; THENCE S47°03'35"W ALONG SAID CITY LIMITS, 349.39 FEET; THENCE S52°27'22"W ALONG SAID CITY LIMITS, 2478.68 FEET TO THE CENTERLINE OF SAID 30 FOOT WIDE FLORIDA GAS TRANSMISSION COMPANY RIGHT-OF-WAY EASEMENT; THENCE S35°57'16"E ALONG SAID CENTERLINE AND ALONG SAID CITY LIMITS, 607.14 FEET; THENCE S35°48'24"E ALONG SAID CENTERLINE AND ALONG SAID CITY LIMITS, 1733.39 FEET; THENCE

S28°29'28"E ALONG SAID CENTERLINE AND ALONG SAID CITY LIMITS, 172.92 FEET TO THE POINT OF BEGINNING.

CONTAINING 364.35 ACRES, MORE OR LESS);

THENCE WESTERLY, SOUTHERLY, AND WESTERLY, ALONG THE SOUTHERLY PROPERTY LINE OF AFORESAID "ATLANTIS ANNEXATION DESCRIPTION" TO THE EASTERLY RIGHT OF WAY LINE OF TOMOKA FARMS ROAD AS RECORDED IN ROAD BOOK 1, PAGE 28 OF THE OFFICIAL RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE TO THE NORTH LINE OF LOT 2, BLOCK 3, PLAT NO. 1, CRAIG FARMS AS RECORDED IN MAP BOOK 11, PAGE 89, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 2 AND ALONG THE NORTH LINE OF LOT 16, LOT 17 AND LOT 18, SAID BLOCK 3, PLAT NO. 1, CRAIG FARMS TO THE EAST LINE OF BLOCKS 3 AND 4, SAID PLAT NO. 1, CRAIG FARMS;

THENCE NORTHERLY ALONG SAID EAST LINE, TO THE NORTH LINE OF SAID PLAT NO. 1, CRAIG FARMS;

THENCE WESTERLY ALONG SAID NORTH LINE TO THE EASTERLY RIGHT OF WAY LINE OF TOMOKA FARMS ROAD AS SHOWN IN ROAD BOOK 1, PAGE 28 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE TO THE NORTH LINE OF A 200 FOOT ROADWAY AND UTILITY EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 2806, PAGE 1370 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND DESCRIBED AS FOLLOWS:

((O.R. BOOK 2806, PAGE 1370) A 200 FOOT RIGHT-OF-WAY BEING AND LYING 100 FEET ON EACH SIDE OF THE CENTERLINE MIRE PARTICULARLY DESCRIBED AS FOLLOWS: A PORTION OF SECTIONS 12, 11, 10, 15, 16, 17, 18, AND 19, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA DESCRIBED AS FOLLOWS: FROM THE SOUTHEAST CORNER OF SAID SECTION 12, RUN NORTH 00 DEGREES 42 MINUTES 03 SECONDS WEST ALONG THE EAST LINE OF SAID SECTION 12 A DISTANCE OF 1582.875 FEET TO THE CENTERLINE OF A 200 FOOT RIGHT-OF-WAY AND THE POINT OF BEGINNING, SAID POINT BEING THE SOUTHWEST CORNER OF THAT RIGHT-OF-WAY RECORDED IN OFFICIAL RECORDS BOOK 2490, PGE 998, AND THE NORTHWEST COURNER OF THAT RIGHT-OF-WAYAS RECORDED IN OFFICIAL RECORDS BOOK 2483, PAGES 1012-1014, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN ALONG THE CENTERLINE OF THE 200 FOOT RIGHT-OF-WAY, SAID RIGHT-OF-WAY BEING 100 FEET ON EACH SIDE OF SAID CENTERLINE, THE FOLLOWING COURSES AND DISTANCES; NORTH 88 DEGREES 44 MINUTES 16 SECONDS WEST A DISTANCE OF 2649.16 FEET TO THE P.C. OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS 700.00 FEET A CENTRAL ANGLE OF 27 DEGREES 14 MINUTES 33 SECONDS AND A CHORD BEARING OF SOUTH 77 DEGREES 38 MINUTES 27 SECONDS WEST; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 332.83 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95, A 350 FOOT RIGHT-OF-WAY; THENCE CONTINUE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13 DEGREES 42 MINUTES 06 SECONDS A DISTANCE OF 167.40 FEET; THENCE SOUTH 50 DEGREES 19 MINUTES 05 SECONDS WEST A DISTANCE OF 122.37 FEET TO THE P.C. OF AS CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 700.00 FEET, A CENTRAL AGLE OF 6 DEGREES 53 MINUTES 57 SECONDS, AND A CHORD BEARING OF SOUTH 53 DEGREES 46 MINUTES 04 SECONDS WEST; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 84.29 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF SAID INTERSTATE 95, THENCE CONTINUE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 31 DEGREES 32 MINUTES 23 SECONDS A DISTANCE OF 385.33 FEET; THENCE

SOUTH 88 DEGREES 45 MINUTES 25 SECONDS WEST A DISTANCE OF 1765.40 FEET TO THE WEST LINE OF SAID SECTION 12, THE SOUTHWEST CORNER THEREOF BEARING SOUTH 02 DEGREES 28 MINUTES 54 SECINDS EAST A DISTANCE OF 1505.55 FEET; THENCE CONTINUE SOUTH 88 DEGREES 45 MINUTES 25 SECONDS WEST A DISTANCE OF 2983.32 FEET TO THE CENTERLINE OF A NATURAL GAS TRANSMISSION LINE AS DESCRIBED IN OFFICIAL RECORDS BOOK 669, PAGE 2 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE CONTINUE SOUTH 88 DEGREES 45 MINUTES 25 SECONDS WEST A DISTANCE OF 843.71 FEET TO THE OCCUPIED CENTERLINE LINE OF TOMOKA FARMS ROAD, A 100 FOOT RIGHT-OF-WAY AS NOW OCCUPIED; THENCE CONTINUE SOUTH 88 DEGREES 45 MINUTES 25 SECONDS WEST OF DISTANCE OF 1534.16 FEET TO THE WEST LINE OF SAID SECTION 11, THE SOUTHWEST CORNER THEREOF BEARING SOUTH 01 DEGREES 10 MINUTES 15 SECONDS EAST A DISTANCE OF 1334.88 FEET; THENCE CONTINUE SOUTH 88 DEGREES 45 MINUTES 25 SECONDS WEST A DISTANCE OF 173.39 FEET TO THE P.C. OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 2000.00 FEET AND A CENTRAL ANGLE OF 47 DEGREES 55 MINUTES 13 SECONDS; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE A DESTANCE OF 1672.73 FEET; THENCE SOUTH 40 DEGREES 50 MINUTES 12 SECONDS WEST A DISTANCE OF 1066.31 FEET TO THE SOUTH LINE OF SAID SECTION 10, TO THE SOUTHEAST CORNER THEREOF BEARING NORTH 85 DEGREES 57 MINUTES 01 SECONDS EAST A DISTANCE OF 2373.58 FEET; THENCE CONTINUE SOUTH 40 DEGREES 50 MINUTS 12 SECONDS WEST A DISTANCE OF 3413.45 FEET TO THE P.C. OF A CURVE, CONCAVE NORTHETLY, HAVING A RADIUS OF 2000.00 FEET AND A CENTRAL ANGLE OF 5 DEGREES 36 MINUTES 52 SECONDS; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 195.98 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF A 170 FOOT FLORIDA POWER & LIGHT COMPANY RIGHT-OF-WAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 756, PAGE 67, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE CONTINUE WESTERLY ALONG THE ARC OF SAID CURVE THROOUGH A CENTRAL ANGLE OF 4 DEGREES 57 MINUTES 48 SECONDS A DISTANCE OF 173.25 FEET TO THE WESTERLY RIGHT-OF-WAY OF SAID 170 FOOT FLORIDA POWER & LIGHT COMPANY RIGHT-OF-WAY; THENCE CONTINUE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11 DEGREES 40 MINUTES 15 SECONDS AND A CHORD BEARING OF SOUTH 57 DEGREES 14 MINUTES 59 SECONDS WEST A DISTANCE OF 407.39 FEET TO THE WEST LINE OF SAID SECTION 15, THE SOUTHWEST CORNER THEREOF BEARING SOUTH 00 DEGREES 58 MINUTES 36 SECONDS EAST A DISTANCE OF 2473.50 FEET; THENCE CONTINUE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13 DEGREES 53 MINUTES 10 SECONDS A DISTANCE OF 484.72 FEET; THENCE SOUTH 76 DEGREES 58 MINUTES 17 SECONDS WEST A DISTANCE OF 1787.41 FEET TO THE P.C. OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 2200.00 FEET AND A CENTRAL ANGLE OF 15 DEGREES 53 MINUTES 15 SECONDS; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 610.04 FEET; THENCE NORTH 87 DEGREES 08 MINUTES 28 SECONDS WEST A DISTANCE OF 2467.66 FEET TO THE WEST LINE OF SAID SECTION 16, THE SOUTHWEST CORNER THEREOF BEARING SOUTH 01 DEGREES 54 MINUTES 16 SECONDS EAST A DISTANCE OF 2129.78 FEET; THENCE CONTINUE NORTH 87 DEGREES 08 MINUTES 28 SECONDS WEST A DISTANCE OF 1059.64 FEET TO THE P.C. OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 5000.00 FEET AND A CENTRAL ANGLE OF 4 DEGREES 53 MINUTES 20 SECONDS; THENCE RUN WESTERLY ALONG THR ARC OF SAID CURVE A DISTANCE OF 426.64 FEET; THENCE SOUTH 87 DEGREES 58 MINUTES 12 SECONDS WEST A DISTANCE OF 2218.74 FEET TO THE P.C. OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 2000.00 FEET AND A CENTRAL CURVE OF 47 DEGREES 38 MINUTES 54 SECONDS; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1652.19 FEET; THENCE SOUTH 40 DEGREES 38 MINUTES 18 SECONDS WEST A DISTANCE OF 183.52 FEET TO THE WEST LINE OF SAID SECTION 17, THE SOUTHWEST CORNER THEREOF BEARING SOUTH 01 DEGREES 25 MINUTES 52 SECONDS EAST A DISTANCE OF 1378.54 FEET; THENCE CONTINUE SOUTH 40 DEGREES 38 MINUTES 18 SECONDS WEST A DISTANCE OF 1870.59 FEET TO THE SOUTH LINE OF SAID SECTION 18, THE SOUTHEAST CORNER THEREOF BEARING NORTH 88 DEGREES 06 MINUTES 32 SECONDS EAST A DISTANCE OF 1253.39 FEET; THENCE CONTINUE SOUTH 40 DEGREES 38 SECONDS WEST A DISTANCE OF 117.96 FEET T THE TERMINATION OF SAID CENTERLINE, THE RIGHT-OF-WAY LINES TO EXTEND SOUTHWESTERLY TO THEIR INTERSECTION WITH THAT PROPERTY DESCRIBED IN

OFFICIAL RECORDS BOOK 2537, PAGE 1316 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

EXCEPTING FROM THIS DESCRIPTION, THE 350 FOOT RIGHT-OF-WAY OF INTERSTATE 95.)

THENCE EASTERLY ALONG SAID NORTH LINE TO THE EASTERLY LINE OF AN ANNEXATION PARCEL TO THE CITY OF PORT ORANGE, FLORIDA, AS RECORDED IN OFFICIAL RECORDS BOOK 5082, PAGE 1970 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND DESCRIBED AS FOLLOWS:

((O.R. BOOK 5082, PAGE 1970) A PORTION OF SECTIONS 11 AND 14, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE INTERSECTION OF THE WEST LINE OF THAT PORTION OF BLOCK NO. 3 AND BLOCK NO. 4, PLAT NUMBER ONE OF CRAIG FARMS AS RECORDED IN MAP BOOK 11, PAGE 89, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, VACATED BY VOLUSIA COUNTY, FLORIDA RESOLUTION NO. 94-238, AS RECORDED IN OFFICIAL RECORDS BOOK 3954, PAGE 415, SAID PUBLIC RECORDS, WITH THE NORTH LINE OF THE CITY LIMITS OF THE CITY OF PORT ORANGE, FLORIDA PER CITY OF PORT ORANGE, FLORIDA ORDINANCE NO. 2001-65 AS RECORDED IN OFFICIAL RECORDS BOOK 4748, PAGE 682, SAID PUBLIC RECORDS; THENCE RUN NORTH 00 DEGREES 31 MINUTES 39 SECONDS WEST ALONG SAID WEST LINE, 1884.60 FEET TO THE NORTH LINE OF SAID PLAT NO. ONE OF CRAIG FARMS; THENCE SOUTH 89 DEGREES 28 MINUTES 27 SECONDS WEST ALONG SAID NORTH LINE, 1971.69 FEET TO THE EASTERLY RIGHT OF WAY LINE OF TOMOKA FARMS ROAD, A PRESCRIPTIVE RIGHT OF WAY AS SHOWN ON MAP IN ROAD BOOK 1, PAGE 28, SAID PUBLIC RECORDS; THENCE ALONG SAID RIGHT OF WAY LINE THE FOLLOWING 15 COURSES: NORTH 20 DEGREES 56 MINUTES 04 SECONDS WEST, 50.62 FEET; THENCE NORTH 16 DEGREES 00 MINUTES 43 SECONDS WEST, 200.06 FEET; THENCE NORTH 17 DEGREES 19 MINUTES 46 SECONDS WEST, 100.00 FEET; THENCE NORTH 17 DEGREES 16 MINUTES 20 SECONDS WEST, 100.00 FEET; THENCE NORTH 18 DEGREES 07 MINUTES 54 SECONDS WEST, 100.01 FEET; THENCE NORTH 17 DEGREES 26 MINUTES 39 SECONDS WEST, 100.00 FEET; THENCE NORTH 17 DEGREES 12 MINUTES 54 SECONDS WEST, 100.00 FEET; THENCE NORTH 16 DEGREES 55 MINUTES 42 SECONDS WEST, 100.00 FEET; THENCE NORTH 17 DEGREES 19 MINUTES 45 SECONDS WEST, 100.00 FEET; THENCE NORTH 17 DEGREES 16 MINUTES 20 SECONDS WEST, 100.00 FEET; THENCE NORTH 17 DEGREES 12 MINUTES 54 SECONDS WEST, 100.00 FEET; THENCE NORTH 17 DEGREES 23 MINUTES 12 SECONDS WEST, 100.00 FEET; THENCE NORTH 17 DEGREES 19 MINUTES 46 SECONDS WEST, 100.00 FEET; THENCE NORTH 17 DEGREES 33 MINUTES 31 SECONDS WEST, 37.37 FEET TO THE NORTH LINE OF THAT 200 FOOT WIDE RIGHT OF WAY AND UTILITY EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 2537, PAGE 1319, SAID PUBLIC RECORDS; THENCE NORTH 89 DEGREES 32 MINUTES 44 SECONDS EAST, ALONG THE NORTH LINE OF SAID EASEMENT, 2057.06 FEET; THENCE DEPART SAID NORTH LINE SOUTH 00 DEGREES 27 MINUTES 16 SECONDS EAST, 412.53 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 1120.47 FEET AND A CENTRAL ANGLE OF 58 DEGREES 14 MINUTES 31 SECONDS,; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1138.97 FEET TO A POINT OF REVERSE CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 2470.00 FEET AND A CENTRAL ANGLE OF 37 DEGREES 30 MINUTES 36 SECONDS; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1617.04 FEET; THENCE SOUTH 21 DEGREES 11 MINUTES 11 SECONDS EAST, 246.62 FEET TO THE NORTHERLY LINE OF SAID CITY OF PORT ORANGE, FLORIDA, CITY LIMITS; THENCE SOUTH 68 DEGREES 48 MINUTES 49 SECONDS WEST ALONG SAID NORTHERLY LINE, 1369.06 FEET TO THE POINT OF BEGINNING.)

THENCE SOUTHERLY AND EASTERLY ALONG SAID EASTERLY LINE TO THE NORTHERLY LINE OF AFOREMENTIONED "ATLANTIS ANNEXATION DESCRIPTION";

THENCE NORTHEASTERLY AND SOUTHEASTERLY ALONG THE NORTH AND EAST PROPERTY LINES OF SAID "ATLANTIS ANNEXATION DESCRIPTION" TO THE CENTERLINE OF A SWALE AS RECORDED IN OFFICIAL RECORDS BOOK 3553, PAGE 0591, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND DESCRIBED AS FOLLOWS:

((O.R.B. 3553, PAGE 0591) A PORTION OF SECTIONS 18 AND 19, TOWNSHIP 15 SOUTH, RANGE 33 EAST, AND A PORTION OF SECTION 13, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: AS A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SECTION 18, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE SOUTH 01°54'42" EAST, ALONG THE WEST LINE OF SAID SECTION 18, A DISTANCE OF 872.25 FEET TO A POINT IN THE SOUTHWESTERLY RIGHT OF WAY LINE OF INTERSTATE NO. 95 AND THE POINT OF BEGINNING; THENCE DEPARTING THE AFORESAID WEST LINE OF SECTION 18, NORTH 56°25'25" WEST, ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 948.65 FEET TO THE CENTERLINE OF A SWALE; THENCE DEPARTING THE AFORESAID RIGHT OF WAY LINE, THE FOLLOWING COURSES AND DISTANCES ALONG THE AFORESAID SWALE CENTERLINE: SOUTH 79°55'31" WEST, A DISTANCE OF 295.92 FEET; THENCE SOUTH 70°05'04" WEST, A DISTANCE OF 392.34 FEET; THENCE SOUTH 56°52'54" WEST, A DISTANCE OF 964.44 FEET; THENCE SOUTH 65°16'40" WEST, A DISTANCE OF 172.61 FEET; THENCE SOUTH 50°23'24" WEST, A DISTANCE OF 277.41 FEET; THENCE SOUTH 45°57'33" WEST, A DISTANCE OF 724.45 FEET; THENCE SOUTH 51°21'20" WEST, A DISTANCE OF 2480.32 FEET TO A GAS TRANSMISSION LINE; THENCE DEPARTING THE AFORESAID SWALE CENTERLINE, THE FOLLOWING COURSES AND DISTANCES ALONG THE AFORESAID GAS TRANSMISSION LINE: SOUTH 37°01'12" EAST, A DISTANCE OF 2170.70 FEET; THENCE SOUTH 35°04'53" EAST, A DISTANCE OF 207.16 FEET; THENCE SOUTH 29°26'02" EAST, A DISTANCE OF 132.92 FEET TO A FENCE MARKING THE NORTH LINE OF PROPERTY OCCUPIED BY BERRIEN BECKS, SR.; THENCE DEPARTING THE AFORESAID GAS TRANSMISSION LINE NORTH 88°27'01" EAST, ALONG THE AFORESAID OCCUPIED LINE A DISTANCE OF 977.25 FEET; THENCE NORTH 89°06'46" EAST, A DISTANCE OF 2767.0/ FEET TO THE SOUTHWEST CORNER OF THE AFORESAID SECTION 18; THENCE SOUTH 88°40'06" EAST ALONG THE SOUTH LINE OF SAID SECTION 18 A DISTANCE OF 2254.46 FEET TO THE WEST LINE OF A 100' ACCESS ROAD RIGHT-OF-WAY; THENCE, DEPARTING THE AFORESAID SECTION LINE SOUTH 01°28'12" EAST ALONG THE AFORESAID WEST LINE A DISTANCE OF 729.01 FEET: TO THE POINT OF CURVATURE OF A CURVE, CONCAVE EASTERLY, HAVING A RADUIS OF 600.00 FEET, A CENTRAL ANGLE OF 25°33'29", AND A CHORD BEARING OF SOUTH 14°14'46" EAST; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 267.64 FEET TO THE POINT OF TANGENCY OF SAID CURVE: THENCE SOUTH 27°01'41" EAST, A DISTANCE OF 262.13 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF TAYLOR ROAD, A 100' RIGHT-OF-WAY; THENCE NORTH 62°58'19" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 100.00 FEET TO THE EAST LINE OF THE AFORESAID 100' ACCESS ROAD, RIGHT-OF-WAY; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE NORTH 27°01'41" WEST ALONG THE AFORESAID EAST LINE A DISTANCE OF 282.13 FEET: TO THE POINT OF CURVATURE OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 500.00 FEET. A CENTRAL ANGLE OF 25°33'29", AND A CHORD BEARING OF NORTH 14°14'56" WEST; THENCE RUN NORTHWESTERLY ALONG TH ARC OF SAID CURVE, A DISTANCE OF 223.04 FEET TO THE POINT OF TANGENCY OF SAID CURVE: THENCE NORTH 01°28'12" WEST. A DISTANCE OF 724.12 FEET TO THE SOUTH LINE OF THE AFORSAID SECTION 18: THENCE DEPARTING THE EAST LINE OF THE AFORESAID 100' ACCESS ROAD RIGHT-OF-WAY SOUTH 88°40'06" EAST ALONG THE SOUTH LINE OF THE AFORESAID SECTION 18 A DISTANCE OF 251.89 FEET TO THE SOUTH ¼ CORNER OF SAID SECTION 18; THENCE CONTINUING ALONG THE SOUTH LINE OF SAID SECTION 18 NORTH 88°58'37" EAST, A DISTANCE OF 1632.37 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE AFORESAID INTERSTATE NO.95; THENCE DEPARTING THE AFORESAID SOUTH LINE OF SECTION 18 NORTH 15°29'35" WEST ALONG THE AFORESAID SOUTHWESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 542.80 FEET; THENCE NORTH 18°14'26" WEST, A DISTANCE OF 603.51 FEET; THENCE NORTH 24°25'25" WEST, A DISTANCE OF 29.97 FEET; TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADUIS OF 3644.83 FEET, A CENTRAL ANGLE OF 32°00'00", AND A CHORD BEARING OF NORTH 40°25'25" WEST ; THENCE RUN NORTHWESTERLY ALONG THE ARC

OF SAID CURVE, A DISTANCE OF 2035.66 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 56°25'25" WEST, A DISTANCE OF 3284.90 FEET TO THE POINT OF BEGINNING; CONTAINING 706.59 ACRES, MORE OR LESS);

THENCE NORTHEASTERLY ALONG SAID CENTERLINE, TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF INTERSTATE NO. 95 (STATE ROAD #9), A 350 FOOT RIGHT OF WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 79002-2407;

THENCE SOUTHEASTERLY ALONG SAID RIGHT OF WAY LINE, TO THE WEST LINE OF SECTION 18, TOWNSHIP 16 SOUTH, RANGE 33 EAST;

THENCE NORTHERLY ALONG SAID WEST LINE OF SECTION 18, TO THE NORTHERLY RIGHT OF WAY LINE OF SAID INTERSTATE 95 (STATE ROAD #9) AND THE SOUTHEASTERLY CORNER OF THE FOLLOWING DESCRIBED PROPERTY, AS RECORDED IN OFFICIAL RECORD BOOK 5784, PAGE 3308 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA:

((O.R.B. 5784, PAGE 3308) A PORTION OF SECTIONS 12 AND 13, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1:

BEGIN AT THE NORTHWEST CORNER OF HIDDEN LAKE PHASE IV-A, AS RECORDED IN MAP BOOK 40, PAGES 86 AND 87, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S°04'55"W ALONG THE EAST LINE OF SAID SECTION 12, BEING ALSO THE WEST LINE OF SAID HIDDEN LAKE PHASE IV-A, BEING ALSO THE WEST LINE OF HIDDEN LAKE PHASE IV-B, AS RECORDED IN MAP BOOK 41, PAGE 55, OF SAID PUBLIC RECORDS, A DISTANCE OF 1484.04 FEET TO THE SOUTHWEST CORNER OF SAID HIDDEN LAKE PHASE IV-B, ALSO BEING THE SOUTHEAST CORNER OF SAID SECTION 12; THENCE S0°51'33"E ALONG THE EAST LINE OF SAID SECTION 13, A DISTANCE OF 442.01 FEET TO THE NORTHEASTERLY RIGHT OF WAY OF INTERSTATE 95 (STATE ROAD9), A 350 FOOT RIGHT OF WAY, PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 79002-2407; THENCE N55°22'05"W ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE OF INTERSTATE 95, A DISTANCE OF 1484.87 FEET TO THE EASTERLY RIGHT OF WAY LINE OF WILLIAMSON BOULEVARD RIGHT-OF-WAY WIDTH VARIES, PER EAST COAST BELTLINE, VOLUSIA COUNTY DEPARTMENT OF ENGINEERING, RIGHT-OF-WAY SURVEY, PROJECT NO. 4146-1-2, MAY 1992; THENCE N13°02'00"E ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF WILLIAMSON BOULEVARD, A DISTANCE OF 538.20 FEET; THENCE N76°58'00"W A DISTANCE OF 20.00 FEET; THENCE N13°02'00"E A DISTANCE OF 603.81 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF WILLOW RUN BOULEVARD BEING A 200 FOOT RIGHT-OF-WAY AS RECORDED IN OFFICIAL RECORDS BOOK 2490, PAGE 998 AND OFFICIAL RECORDS BOOK 2806, PAGE 1370, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S87°57'18"E ALONG SAID WILLOW RUN BOULEVARD A DISTANCE OF 979.84 FEET TO THE POINT OF BEGINNING, CONTAINING 1,721,044 SQUARE FEET OR 39.5097 ACRES MORE OR LESS.

AND

MAP BOOK 39 PAGES 166 AND 167, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND FOR A POINT OF BEGINNING; THENCE N87°57'18"W ALONG THE NORTH RIGHT-OF-WAY LINE OF AFORESAID WILLOW RUN BOULEVARD A DISTANCE OF 535.11 FEET; THENCE N2°04'3"E A DISTANCE OF 508.28 FEET; THENCE N68°54'04"W A DISTANCE OF 45.14 FEET; THENCE N51°38'01"W A DISTANCE OF 24.61 FEET; THENCE N32°27'40"W A DISTANCE OF 28.09 FEET; THENCE N42°12'28"W A DISTANCE OF 14.94 FEET; THENCE N36°21'04"W A DISTANCE OF 27.68 FEET; THENCE N28°43'47"W A DISTANCE OF 32.47 FEET; THENCE N15°53'44"W A DISTANCE OF 67.85 FEET; THENCE N9°15'03"W A DISTANCE OF 3094 FEET; THENCE N0°45'54"E A DISTANCE OF 17.68 FEET TO THE SOUTH LINE OF A FLORIDA POWER & LIGHT COMPANY RIGHT-OF-WAY EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 1664, PAGE 448, OF THE PUBLIC

RECORDS OF VOLUSIA COUNTY OF FLORIDA; THENCE S89°14'45"E A DISTANCE OF 659.33 FEET TO THE NORWEST CORNER OF SAID GLENWOOD VILLAGE PHASE II; THENCE N0°04'55"W ALONG THE WEST LINE OF SAID GLENWOOD VILLAGE PHASE II A DISTANCE OF 748.88 FEET TO THE POINT OF BEGINNING AND CONTAINING 412,683 SQUARE FEET OR 9.474 ACRES MORE OR LESS.)

THENCE IN A NORTHWESTERLY DIRECTION ALONG SAID NORTHERLY RIGHT OF WAY LINE OF INTERSTATE 95 TO THE WESTERLY RIGHT OF WAY LINE OF WILLIAMSON BOULEVARD, A 200 FOOT RIGHT OF WAY PER VOLUSIA COUNTY RIGHT OF WAY SURVEY PROJECT 4146-1-2, DATED MAY, 1992;

THENCE IN A NORTHERLY DIRECTION ALONG SAID WESTERLY RIGHT OF WAY LINE OF WILLIAMSON BOULEVARD TO THE NORTH LINE OF THE SOUTHEAST ¼ OF SECTION 12, TOWNSHIP 16 SOUTH, RANGE 32 EAST;

THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE OF WILLIAMSON BOULEVARD, IN AN EASTERLY DIRECTION ALONG THE NORTH LINE OF SAID SOUTHEAST ¼ OF SECTION 12, A DISTANCE OF 200.70 FEET TO THE EASTERLY RIGHT OF WAY LINE OF SAID WILLIAMSON BOULEVARD;

THENCE SOUTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE TO THE SOUTH LINE OF A FLORIDA POWER AND LIGHT COMPANY (FP&L) RIGHT OF WAY EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 1664, PAGE 448 AND OFFICIAL RECORDS BOOK 2296, PAGE 1094, SAID OFFICIAL RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE OF WILLIAMSON BOULEVARD, EASTERLY ALONG THE SOUTH LINE OF SAID FP&L RIGHT OF WAY LINE, 430.46 FEET, TO A POINT 200.00 FEET WEST OF, AS MEASURED PERPENDICULAR TO, THE WEST LINE OF SECTION 7, TOWNSHIP 16 SOUTH, RANGE 33 EAST;

THENCE NORTHERLY, PARALLEL WITH THE WEST LINE OF SAID SECTION 7, TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 16 SOUTH, RANGE 32 EAST, SAID LINE ALSO BEING THE SOUTHERLY BOUNDARY LINE OF TOWN PARK SUBDIVISION AS RECORDED IN OFFICIAL RECORDS BOOK 4280, PAGES 4198-4199 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND DESCRIBED AS FOLLOWS:

((O.R.BOOK 4280, PAGES 4198-4199), LEGAL DESCRIPTION: RESIDENTIAL PARCEL A PORTION OF SECTIONS 1 AND 12, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF THE GROVES PHASE "C", AS RECORDED IN MAP BOOK 44, PAGE 19 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID CORNER ALSO BEING THE SOUTHWEST CORNER OF MADELINE AVENUE, A 100 FOOT RIGHT OF WAY PER SAID THE GROVES PHASE "C"; THENCE N89°48'41"W, 434.83 FEET TO THE CENTERLINE OF THE EAST VOLUSIA COUNTY MOSQUITO CONTROL DISTRICT MAIN DRAINAGE CANAL EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 847, PAGE 438, SAID PUBLIC RECORDS; THENCE N89°47'50"W, 69.01 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 1150.00 FEET AND A CENTRAL ANGLE OF 57°46'0"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, 1159.45 FEET; THENCE S32°26'10"W, 549.45 FEET TO THE POINT OF BEGINNING; THENCE S44°33'09"E, 663.77 FEET; THENCE S89°19'25"E, 827.82 FEET TO THE WESTERLY LINE OF SAID EAST VOLUSIA COUNTY MOSQUITO CONTROL DISTRICT MAIN DRAINAGE CANAL EASEMENT; THENCE S00°11'27"W, ALONG THE WESTERLY AND SOUTHERLY LINE OF SAID MAIN DRAINAGE CANAL EASEMENT, 536.11 FEET TO THE BEGINNING OF A NON TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 480.00 FEET, A CENTRAL ANGLE OF 64°42'14" AND A CHORD BEARING OF S32°07'42"E; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 542.06 FEET TO A POINT THAT IS 200.00 FEET WESTERLY OF, WHEN MEASURED PERPENDICULAR TO, THE EAST LINE OF SAID SECTION 12; THENCE S00°05'07"W, PARALLEL WITH SAID EAST LINE OF SECTION

12, A DISTANCE OF 2173.19 FEET TO THE SOUTH LINE OF THE NORTHEAST ¼ OF SAID SECTION 12; THENCE N89°57'22"W, ALONG THE SOUTH LINE OF SAID NORTHEAST ¼ OF SECTION 12 AND THE NORTH LINE OF A FLORIDA POWER AND LIGHT COMPANY RIGHT OF WAY EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 1664, PAGE 448, SAID PUBLIC RECORDS, 671.49 FEET TO THE EASTERLY RIGHT OF WAY LINE OF WILLIAMSON BOULEVARD (EAST COAST BELTLINE, 200 FOOT RIGHT OF WAY PER VOLUSIA COUNTY RIGHT OF WAY SURVEY, PROJECT NO. 4146-1-2, MAY 1992) AND A POINT ON A NON TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 2964.79 FEET, A CENTRAL ANGLE OF 43°08'11" AND A CHORD BEARING OF N26°04'54"W; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID EASTERLY RIGHT OF WAY LINE, 2232.11 FEET; THENCE N47°38'59"W, ALONG SAID EASTERLY RIGHT OF WAY LINE, 987.65 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90°00'09"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, 39.27 FEET; THENCE N42°21'10"E, 682.85 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 2550.00 FEET AND A CENTRAL ANGLE OF 09°55'00"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, 441.35 FEET; THENCE N32°26'10"E, 134.27 FEET TO THE POINT OF BEGINNING. CONTAINING 100.38 ACRES, MORE OR LESS.);

THENCE WESTERLY ALONG SAID SOUTHERLY BOUNDARY LINE, AND THE SOUTH LINE OF SAID NORTHEAST 1/4, 671.49 FEET TO THE EASTERLY RIGHT OF WAY LINE OF WILLIAMSON BOULEVARD, A 200 FOOT RIGHT OF WAY, AS SHOWN ON A VOLUSIA COUNTY, FLORIDA RIGHT OF WAY MAP, PROJECT NUMBER 4146-1-2, DATED MAY 1992;

THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE TO THE INTERSECTION OF SAID EASTERLY RIGHT OF WAY LINE WITH THE NORTH LINE OF SECTION 12, TOWNSHIP 16 SOUTH, RANGE 32 EAST;

THENCE LEAVING SAID EASTERLY RIGHT OF WAY LINE OF WILLIAMSON BOULEVARD AND PROCEEDING IN A WESTERLY DIRECTION ALONG THE NORTH LINE OF SAID SECTION 12 TO THE INTERSECTION OF SAID NORTH LINE WITH THE WESTERLY RIGHT OF WAY LINE OF SAID WILLIAMSON BOULEVARD:

THENCE IN A NORTHWESTERLY DIRECTION, ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID WILLIAMSON BOULEVARD TO THE INTERSECTION OF SAID WESTERLY RIGHT OF WAY LINE AND THE NORTH LINE OF THAT PROPERTY DESCRIBED IN O.R.BOOK 5804, PAGE 3326 OF THE PUBLIC RECORDSD OF VOLUSIA COUNTY, FLORIDA AND DESCRIBED AS FOLLOWS:

((O.R.B. 5804, PG. 3326) LEGAL DESCRIPTION - A PORTION OF SECTION 1, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE GROVES PHASE "C", AS RECORDED IN MAP BOOK 44, PAGE 19 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID CORNER BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF MADELINE AVENUE, A 100 FOOT RIGHT OF WAY; THENCE N89°48'41"W ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 434.83 FEET TO THE CENTERLINE OF THE EAST VOLUSIA COUNTY MOSQUITO CONTROL DISTRICT MAIN DRAINAGE CANAL EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 847, PAGE 438, SAID PUBLIC RECORDS; THENCE N00°11'27"E ALONG SAID CENTERLINE, 100.00 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SAID MADELINE AVENUE; THENCE N89°47'50"W ALONG SAID NORTHERLY RIGHT OF WAY LINE, 68.99 FEET TO THE POINT OF BEGINNING AND THE BEGINNING OF A CURVE CONCAVE SOUTHEAST HAVING A RADIUS OF 1,250.00 FEET AND A CENTRAL ANGLE OF 57°46'00"; THENCE SOUTHWESTERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE, AND THE ARC OF SAID CURVE, 1260.27 FEET; THENCE CONTINUE ALONG SAID NORTHERLY RIGHT OF WAY LINE S32°26'10"W, 682.72 FEET TO THE BEGINNING OF CURVE CONCAVE NORTHWEST HAVING A RADIUS OF 2,450.00 FEET AND A CENTRAL ANGLE OF

09°55'00"; THENCE SOUTHWESTERLY ALONG SAID RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, 424.04 FEET; THENCE S42°21'10"W ALONG SAID RIGHT OF WAY LINE, 207.85 FEET; THENCE DEPART SAID NORTHERLY RIGHT OF WAY LINE, N47°38'59"W, 700.00 FEET; THENCE S42°21'10"W, 500.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF WILLIAMSON BOULEVARD, A 200 FOOT RIGHT OF WAY; THENCE N47°38'59"W ALONG SAID EASTERLY RIGHT OF WAY LINE, 746.27 FEET TO THE BEGINNING OF CURVE CONCAVE NORTHEAST HAVING A RADIUS OF 3,728.32 FEET AND A CENTRAL ANGLE OF 08°40'17"; THENCE NORTHWESTERLY ALONG SAID EASTERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, 564.26 FEET; THENCE DEPART SAID EASTERLY RIGHT OF WAY LINE, N°28'29"E, 308.54 FEET TO THE BEGINNING OF CURVE CONCAVE SOUTH HAVING A RADIUS OF 1937.10 FEET AND A CENTRAL ANGLE OF 39°43'41"; THENCE EASTERLY ALONG THE RC OF SAID CURVE, 1,343.16 FEET; THENCE S89°47'50"E, 2,138.13 FEET TO THE POINT OF BEGINNING AND CONTAINING 3,008,217.51 SQUARE FEET OR 69.059 ACRES, MORE OR LESS,

TOGETHER WITH THE 200 FOOT RIGHT OF WAY KNOWN AS WILLIAMSON BOULEVARD ADJOINING THE CITY OF PORT ORANGE AND COMMENCING AT A POINT ON THE EAST RIGHT OF WAY LINE OF WILLIAMSON BOULEVARD AND BEING APPROXIMATELY 1446 FEET NORTH OF THE NORTH LINE OF THE MADELINE AVENUE RIGHT OF WAY AND EXTENDING IN A SOUTHERLY DIRECTION ALONG THE EAST RIGHT OF WAY LINE TO ITS INTERSECTION WITH THE SOUTH LINE OF THE NE ¼ OF SECTION 12, TOWNSHIP 16 SOUTH, RANGE 32 E, VOLUSIA COUNTY, FLORIDA.)

THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE IN AN EASTERLY DIRECTION ALONG THE NORTH LINE OF SAID PROPERTY DESCRIBED IN O.R. BOOK 5804, PAGE 3326 TO THE INTERSECTION OF SAID NORTH LINE WITH THE CENTERLINE OF MAIN DRAINAGE CANAL, AN 80 FOOT RIGHT OF WAY, AS RECORDED IN OFFICIAL RECORDS BOOK 847, PAGES 430-444 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND DESCRIBED AS FOLLOWS:

((O.R.B. 847, PAGES 430-444) DESCRIPTION FOR THE MAIN DRAINAGE CANAL EASEMENT 80 FEET WIDE IN T15 & 16S, R32 & 33E, THE CENTER LINE OF SAID EASEMENT BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EAST LINE OF SECTION 18, T16S, R33E, SAID POINT BEING 1320 FEET MORE OR LESS SOUTH OF THE NE CORNER THEREOF: THENCE NORTHWESTERLY TO A POINT BEING 440 FEET WEST OF THE EAST LINE OF SAID SECTION 18; THENCE NORTHERLY AND PARALLEL TO AND AT A DISTANCE OF 440 FEET FROM THE SAID EAST LINE FOR A DISTANCE OF 860 FEET MORE OR LESS TO THE NORTH LINE OF SECTION 18, T16S, R33E; THENCE FOLLOWING THE MEANDERING NATURAL DRAINAGE SWALE NORTHWESTERLY IN SECTION 7, T16S, R33E TO ITS INTERSECTION WITH AN EXISTING DITCH ON THE WEST LINE OF THE E ½ OF THE SE ¼ OF SAID SECTION 7, SAID POINT OF INTERSECTION BEING 440 FEET SOUTH OF THE NW CORNER OF SAID E ½ OF SE ¼ OF SECTION 7; THENCE WESTERLY AND PARALLEL TO AND BEING 440 FEET SOUTHWESTERLY OF THE NORTH LINE OF THE SE ¼ OF SAID SECTION 7 TO THE NORTH-SOUTH CENTER LINE OF SAID SECTION 7, SAID POINT BEING 440 FEET SOUTH OF THE CENTER OF SECTION 7; THENCE FOLLOWING AN ARC HAVING A RADIUS OF 440 FEET TO A POINT IN THE EAST-WEST CENTER LINE OF SECTION 7, SAID POINT BEING 440 FEET WEST OF THE CENTER OF SECTION 7; THENCE NORTH AND PARALLEL TO THE EAST LINE OF THE NW ¼ OF SAID SECTION 7, TO A POINT BEING 880 FEET SOUTH OF THE NORTH LINE THEREOF, SAID POINT ALSO BEING 440 FEET WEST OF THE SAID EAST LINE OF THE NW ¼ OF SAID SECTION 7 THENCE FOLLOWING AN ARC HAVING A RADIUS OF 440 FEET TO A POINT BEING 440 FEET SOUTH OF THE NORTH LINE OF SECTION 7, AND 880 FEET WEST OF THE EAST LINE OF THE NW ¼ OF SAID SECTION 7; THENCE WEST AND PARALLEL TO THE NORTH LINE OF SAID SECTION 7 AND 440 FEET SOUTHERLY THEREOF TO A POINT IN THE WEST LINE OF SECTION 7, SAID POINT BEING ALSO IN THE EAST LINE OF SECTION 12, T16S, R32E, 440 FEET SOUTH OF THE NE CORNER THEREOF; THENCE FOLLOWING AN ARC HAVING A RADIUS OF 440 FEET TO A POINT BEING 440 FEET WEST OF THE NE CORNER OF SECTION 12,

SAID POINT ALSO TO THE EAST LINE OF SECTION 1, T16S, R32E; THENCE NORTH AND PARALLEL TO THE EAST LINE OF SECTION 1, T16S, R32E, AND 440 FEET WESTERLY THEREOF TO THE NORTH LINE THEREOF; THENCE NORTH AND PARALLEL TO THE EAST LINE OF SECTION 36, T15S, R32E, AND 440 FEET WESTERLY THEREOF FOR A DISTANCE OF 3300 FEET MORE OR LESS TO AN INTERSECTION WITH A NATURAL DRAINAGE SWALE; THENCE NORTHWESTERLY IN SAID SWALE TO A POINT WHICH IS 440 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 36, BEING 2150 FEET MORE OR LESS WEST FROM THE EAST LINE OF SAID SECTION 36, THENCE WEST AND PARALLEL TO THE NORTH LINE OF SAID SECTION 36 AND 440 FEET SOUTHERLY THEREOF TO THE WEST LINE OF SAID SECTION 36; THENCE CONTINUING WEST ALONG THE SAID PARALLEL LINE BEING 440 FEET SOUTHERLY OF THE NORTH LINE OF SECTION 35, T15S, R32E, FOR A DISTANCE OF 1500 FEET MORE OR LESS TO THE TERMINUS IN A NATURAL DRAINAGE SWALE);

THENCE NORTHERLY ALONG SAID CENTER LINE, TO A POINT IN SECTION 36, TOWNSHIP 15, SOUTH RANGE 32 EAST;

THENCE DEPARTING SAID CENTERLINE AT AN INTERIOR ANGLE OF 90°05'08" EASTERLY A DISTANCE OF 389.31 FEET, TO A POINT ON THE EAST LINE OF SAID SECTION 36, SAID POINT BEING 1650.64 FEET NORTHERLY OF THE SOUTHEAST CORNER OF SAID SECTION 36, AS MEASURED ALONG SAID SECTION LINE;

THENCE ALONG THE WEST LINE OF SECTION 31, TOWNSHIP 15 SOUTH, RANGE 33 EAST, TO A POINT 1651.73 FEET NORTHERLY OF THE SOUTHWEST CORNER THEREOF, AS MEASURED ALONG SAID LINE;

THENCE EASTERLY, PARALLEL WITH THE SOUTH LINE OF SAID SECTION 31, TO THE EAST LINE OF GOVERNMENT LOT 5, SAID SECTION 31;

THENCE EASTERLY ALONG THE NORTH LINE OF THE SOUTH 1650 FEET OF GOVERNMENT LOT 6 TO THE EASTERLY RIGHT OF WAY LINE OF CLYDE MORRIS BOULEVARD;

THENCE ALONG SAID RIGHT OF WAY LINE, TO THE NORTHWEST CORNER OF THE PROPERTY RECORDED IN OFFICIAL RECORDS BOOK 3907, PAGE 4705, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND DESCRIBED AS FOLLOWS:

((O.R.B. 3907, PAGE 4705) PARCEL 4: A PORTION OF THE NORTH 660 FEET OF THE EAST 660 FEET OF THE SOUTH 1650 FEET OF GOVERNMENT LOT 6, SECTION 31, TOWNSHIP 15 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS;

AS A REFERENCE POINT, COMMENCE AT A PRM MARKING THE SOUTHEAST CORNER OF SAID GOVERNMENT LOT 6; THENCE N0°16'30"W A DISTANCE OF 1650.00 FEET; THENCE N88°47'23"W A DISTANCE OF 126.58 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE S0°16'30"E A DISTANCE OF 158 FEET; THENCE S88°47'23"E A DISTANCE OF 1.58 FEET TO A POINT; THENCE S0°16'30"E A DISTANCE OF 64.70 FEET TO A POINT; THENCE N88°47'23"W A DISTANCE OF 374.37 FEET TO A POINT IN THE EAST RIGHT-OF-WAY LINE SAID CLYDE MORRIS BOULEVARD; THENCE N31°34'0"W ALONG SAID EAST RIGHT-OF-WAY LINE OF CLYDE MORRIS BOULEVARD A DISTANCE OF 264.78 FEET; THENCE S88°47'23"E A DISTANCE OF 510.36 FEET TO THE POINT OF BEGINNING);

THENCE EASTERLY, SOUTHERLY, AND WESTERLY ALONG THE BOUNDARY OF SAID PARCEL 4, TO THE EASTERLY RIGHT OF WAY LINE OF CLYDE MORRIS BOULEVARD;

THENCE SOUTHERLY ALONG SAID RIGHT OF WAY LINE, TO THE NORTH LINE OF THE SOUTH 330 FEET OF THE NORTH 990 FEET OF THE SOUTH 1650 FEET OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 15 SOUTH, RANGE 33 EAST;

THENCE EASTERLY ALONG SAID NORTH LINE, TO THE WEST LINE OF GOVERNMENT LOT 7, SAID SECTION 31;

THENCE SOUTHERLY ALONG THE SAID WEST LINE OF GOVERNMENT LOT 7 TO THE NORTH LINE OF THE SOUTHERLY 1028 FEET OF SAID GOVERNMENT LOT 7;

THENCE EASTERLY ALONG SAID NORTH LINE OF THE SOUTHERLY 1028 FEET, TO THE WEST LINE OF THE EASTERLY 889.93 FEET OF SAID GOVERNMENT LOT 7;

THENCE SOUTHERLY ALONG SAID WEST LINE OF THE EASTERLY 889.93 FEET, TO THE SOUTH LINE OF THE NORTHERLY 125 FEET OF THE SOUTHERLY 1028 FEET OF SAID GOVERNMENT LOT 7;

THENCE EASTERLY ALONG SAID SOUTH LINE, TO THE EAST LINE OF THE WESTERLY 470.00 FEET OF THE EASTERLY 889.93 FEET OF SAID GOVERNMENT LOT 7;

THENCE NORTHERLY ALONG SAID EAST LINE, TO THE SAID NORTH LINE OF THE SOUTHERLY 1028 FEET OF SAID GOVERNMENT LOT 7;

THENCE EASTERLY ALONG SAID NORTH LINE OF THE SOUTHERLY 1028 FEET, TO THE WEST LINE OF GOVERNMENT LOT 8 SAID SECTION 31;

THENCE NORTHERLY ALONG SAID WEST LINE, TO THE NORTH LINE OF THE SOUTHERLY 20 ACRES OF SAID GOVERNMENT LOT 8;

THENCE EASTERLY ALONG SAID NORTH LINE, TO THE EAST LINE OF SAID SECTION 31;

THENCE NORTHERLY ALONG SAID EAST LINE, TO THE WESTERLY LINE OF THE TOWN OF BLAKE AS RECORDED IN MAP BOOK 1, PAGE 30, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE ALONG THE WESTERLY AND SOUTHERLY LINES OF SAID TOWN OF BLAKE, TO THE WESTERLY LINE OF THE MAP OF DUNLAWTON AS RECORDED IN MAP BOOK 14 PAGES 83-84, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE SOUTHERLY ALONG SAID WESTERLY LINE OF THE MAP OF DUNLAWTON, TO THE NORTH LINE OF SECTION 5, TOWNSHIP 16 SOUTH, RANGE 33 EAST;

THENCE WESTERLY ALONG SAID NORTH LINE OF SECTION 5, TO THE PARCEL RECORDED IN OFFICIAL RECORDS BOOK 1724, PAGES 1902-1904, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND DESCRIBED AS FOLLOWS:

((O.R.B. 1724, PAGES 1902-1904) LOT 1, BLOCK 8, EXCEPT THE NORTHERLY 75 FEET THEREOF, DUNLAWTON, AS RECORDED IN DEED BOOK "M", PAGE 187, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND A PART OF LOT 1, SUBDIVISION OF LOTS 1, 2, AND 4, SECTION 5, TOWNSHIP 16 SOUTH, RANGE 33 EAST, LYING WEST AND NORTH OF THE FOLLOWING DESCRIBED LINE COMMENCING AT THE SOUTHWEST CORNER OF LOT 1, BLOCK 8, DUNLAWTON; THENCE S65°W A DISTANCE OF 500 FEET; THENCE TO A POINT WHICH LIES 600 FEET S65°W OF THE SOUTHWEST CORNER OF LOT 4, BLOCK 1, DUNLAWTON; THENCE TO THE NEAREST POINT WHERE THE LINE WILL STRIKE THE NATURAL BOUNDARY OF "BUTLER BRANCH"; THENCE FOLLOWING THE COURSE THEREOF IN A GENERAL WESTERLY DIRECTION TO THE WEST LINE OF LOT 2, SECTION 5, TOWNSHIP 16 SOUTH, RANGE 33 EAST, AS RECORDED IN MAP BOOK 2, PAGE 69, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL: COMMENCE AT A CONCRETE MONUMENT MARKING THE NORTHWEST CORNER OF SAID LOT 4, BLOCK 1, DUNLAWTON; THENCE S25°E ALONG THE WEST LINE OF SAID LOT 4, A DISTANCE OF 410.5 FEET TO THE

POINT OF BEGINNING; THENCE WEST ALONG THE NORTH LINE OF LOT 1, SUBDIVISION OF LOT 1, 2, AND 4, SECTION 5, TOWNSHIP 16 SOUTH, RANGE 33 EAST, AFORESAID, A DISTANCE OF 551.68 FEET TO A POINT; THENCE S25°E, A DISTANCE OF 572.65 FEET TO A POINT; THENCE N65°E A DISTANCE OF 500 FEET TO A POINT IN THE WEST LINE OF BLOCK 8, DUNLAWTON; THENCE NORTH ALONG THE WEST LINE OF BLOCKS 1 AND 8, DUNLAWTON, A DISTANCE OF 339.5 FEET TO THE POINT OF BEGINNING.

ALSO DESCRIBED AS: LOT 1, BLOCK 8, EXCEPT THE NORTHERLY 75 FEET THEREOF, DUNLAWTON, AS RECORDED IN DEED BOOK "M", PAGE 187, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND A PART OF LOT 1, SUBDIVISION OF LOTS 2 AND 4 OF SECTION 5, TOWNSHIP 16 SOUTH, RANGE 33 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHWEST CORNER OF LOT Q, BLOCK 8, SAID DUNLAWTON SUBDIVISION; THENCE S65°14'55"W A DISTANCE OF 540.47 FEET; THENCE S15°56'27"E A DISTANCE OF 705 FEET MORE OR LESS TO THE NATURAL BOUNDARY OF "BUTLER BRANCH"; THENCE FOLLOWING THE COURSE THEREOF IN A GENERAL WESTERLY DIRECTION TO THE WEST LINE OF LOT 2, SECTION 5, TOWNSHIP 16 SOUTH, RANGE 33 EAST, AS RECORDED IN MAP BOOK 2, PAGE 68, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE N0°50'10"E ALONG THE WEST LINE OF SAID U.S. LOT 2, A DISTANCE OF 2100 FEET MORE OR LESS; THENCE S26°59'44"E A DISTANCE OF 572.75 FEET; THENCE N63°00'16"E A DISTANCE OF 500 FEET; THENCE S26°59'44"E A DISTANCE OF 585 FEET TO THE POINT BEGINNING. CONTAINING 46.57 ACRES MORE OR LESS);

THENCE SOUTHEASTERLY AND NORTHEASTERLY ALONG SAID PARCEL, TO THE SOUTH LINE OF THE NORTHERLY 75 OF LOT 1, BLOCK 8, SAID MAP OF DUNLAWTON;

THENCE ALONG SAID SOUTH LINE OF THE NORTHERLY 75 FEET, TO THE EAST LINE OF SAID LOT 1, BLOCK 8;

THENCE SOUTHERLY AND WESTERLY ALONG SAID LOT 1 BLOCK 8, TO THE SOUTHWEST CORNER THEREOF;

THENCE CONTINUE ALONG SAID PARCEL RECORDED IN BOOK 1724 PAGES 1902-1909 WESTERLY TO THE WESTERLY RIGHT OF WAY LINE OF NOVA ROAD AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP OF STATE ROAD 5A(NOVA ROAD) VOLUSIA COUNTY, SECTION 79190-2510, SHEET 6 OF 17;

THENCE SOUTHERLY, ALONG SAID WESTERLY RIGHT OF WAY LINE, TO THE SOUTHERLY RIGHT OF WAY LINE OF ALICE STREET, AS SHOWN ON SAID MAP OF DUNLAWTON;

THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE TO THE EASTERLY LINE OF LOT 2, BLOCK 9, SAID MAP OF DUNLAWTON;

THENCE SOUTHERLY ALONG SAID EASTERLY LINE OF LOT 2, BLOCK 9 TO THE SOUTHEAST CORNER THEREOF;

THENCE EASTERLY ALONG THE NORTH LINE OF LOT 4, BLOCK 10, SAID MAP OF DUNLAWTON TO THE NORTHEAST CORNER THEREOF;

THENCE NORTHERLY ALONG THE WEST LINE OF LOT 2, BLOCK 10, SAID MAP OF DUNLAWTON, TO THE NORTHWEST CORNER THEREOF;

THENCE EASTERLY ALONG SAID NORTHERLY LINE OF LOT 2, BLOCK 10, TO THE SOUTHERLY EXTENSION OF THE EAST LINE OF THE WEST 165 FEET OF LOT 3 BLOCK 7, SAID MAP OF DUNLAWTON;

THENCE NORTHERLY ALONG SAID EAST LINE TO THE NORTH LINE OF THE SOUTH 264 FEET OF SAID LOT 3;

THENCE EASTERLY ALONG SAID NORTH LINE TO THE CENTERLINE OF SAID PEPPERHILL ROAD;

THENCE NORTHERLY ALONG SAID CENTERLINE, TO THE SOUTHERLY RIGHT OF WAY LINE OF SHELDON AVENUE AS SHOWN ON SAID MAP OF DUNLAWTON;

THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE, TO THE EASTERLY LINE OF LOT 1, BLOCK 6, SAID MAP OF DUNLAWTON;

THENCE SOUTHERLY ALONG SAID EASTERLY LINE OF LOT 1, BLOCK 6, TO THE SOUTHEAST CORNER THEREOF;

THENCE SOUTHERLY ALONG THE WESTERLY LINE OF LOT 3, BLOCK 6, OF SAID MAP OF DUNLAWTON, TO THE SOUTHERLY LINE OF THE NORTHERLY 50 FEET OF SAID LOT 3, BLOCK 6;

THENCE EASTERLY ALONG SAID LINE, TO THE EASTERLY LINE OF SAID LOT 3, BLOCK 6;

THENCE SOUTHERLY ALONG THE EASTERLY LINES OF LOT 3, BLOCK 6, LOT 2, BLOCK 11 AND LOT 3, BLOCK 11, SAID MAP OF DUNLAWTON, TO THE NORTHERLY RIGHT OF WAY LINE OF SAID MADELINE AVENUE;

THENCE EASTERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE, TO THE EASTERLY LINE OF SAID MAP OF DUNLAWTON;

THENCE NORTHERLY ALONG SAID EASTERLY LINE OF THE MAP OF DUNLAWTON, TO THE NORTH LINE OF SECTION 4, TOWNSHIP 16 SOUTH, RANGE 33 EAST;

THENCE EASTERLY ALONG SAID NORTH LINE OF SECTION 4, TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING PARCELS:

PARCEL "A"

THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, WEST OF CLYDE MORRIS BOULEVARD, OF SECTION 6, TOWNSHIP 16 SOUTH, RANGE 33 EAST, EXCEPT THE SOUTH 930 FEET THEREOF.

PARCEL "B"

LOT 5 OF BENNETT'S SUBDIVISION AS RECORDED IN MAP BOOK 6, PAGE 11, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL "C"

THE SOUTH 1/5, OF THE NE 1/4, OF THE SE 1/4 OF SAID SECTION 6, TOWNSHIP 16 SOUTH, RANGE 33 EAST TOGETHER WITH;

THE NORTH 1/2, OF THE SE 1/4, OF THE SE 1/4 OF SAID SECTION 6, TOGETHER WITH;

THE EASTERLY 30 FEET OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 6, TOGETHER WITH;

THE EASTERLY 30 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 7,
TOWNSHIP 16 SOUTH, RANGE 33 EAST LYING EASTERLY OF CLYDE MORRIS BOULEVARD.

PARCEL "D"

THE SOUTH 350 FEET OF THE EAST 100 FEET OF THE NORTHEAST 1/4 OF SECTION 7,
TOWNSHIP 16 SOUTH, RANGE 33 EAST.

PARCEL "E":

THE NORTH 110 FEET OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4
OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 16 SOUTH RANGE 33 EAST, EXCEPT THE
EAST 32.50 FEET THEREOF.

PARCEL "F":

THE EAST 13 CHAINS, OF THE NE 1/4 OF THE NE 1/4 OF SECTION 30, TOWNSHIP 16 SOUTH,
RANGE 33 EAST;

LESS AND EXCEPT THAT PORTION LYING WITHIN PARCEL DESCRIBED IN OFFICIAL
RECORDS BOOK 2639, PAGE 0179; PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

LESS AND EXCEPT THAT PORTION LYING WITHIN AND NORTHEASTERLY OF AIRPORT
ROAD.

PARCEL "G"

THE SE 1/4 OF THE SE 1/4 , OF SECTION 30, TOWNSHIP 16 SOUTH, RANGE 33 EAST; LESS AND
EXCEPT THAT PORTION LYING WITHIN "THE SANCTUARY ON SPRUCE CREEK, PHASE 1",
AS RECORDED IN MAP BOOK 45, PAGES 48-51, PUBLIC RECORDS OF VOLUSIA COUNTY,
FLORIDA;

LESS AND EXCEPT THAT PORTION LYING WITHIN AIRPORT ROAD.

PARCEL "H"

COMMENCE AT THE SW CORNER OF THE NW 1/4 OF SECTION 29, TOWNSHIP 16 SOUTH,
RANGE 33 EAST;
THENCE EAST ALONG THE SOUTH LINE OF THE NW 1/4 OF SAID SECTION 29, 327.4 FEET TO
THE WEST R/W OF COUNTY ROAD;

THENCE NORTH 16 DEGREES, 41 MINUTES EAST ALONG SAID R/W, 184.5 FEET FOR THE
POINT OF BEGINNING;

THENCE NORTH 16 DEGREES, 41 MINUTES EAST ALONG SAID R/W, 437.08 FEET;

THENCE NORTHERLY, 353.5 FEET ALONG SAID R/W, BEING AN ARC OF A CURVE WITH A
RADIUS OF 432.78 FEET AND AN ANGLE OF 46 DEGREES, 48 MINUTES;

THENCE WEST 1159.65 FEET TO THE CENTER OF SPRUCE CREEK;

THENCE ALONG CENTER OF SAID SPRUCE CREEK SOUTH 28 DEGREES, 14 MINUTES WEST,
37.7 FEET;

THENCE CONTINUE CENTER OF CREEK SOUTH 11 DEGREES, 00 MINUTES WEST, 158 FEET;

THENCE CONTINUE CENTER OF CREEK SOUTH 08 DEGREES, 22 MINUTES EAST, 51.1 FEET;

THENCE CONTINUE CENTER OF CREEK SOUTH 29 DEGREES, 00 MINUTES EAST, 400 FEET;

THENCE CONTINUE CENTER OF CREEK SOUTH 09 DEGREES, 57 MINUTES EAST, 173.36 FEET;

THENCE EAST 889.9 FEET TO POINT OF BEGINNING, CONTAINING 19.2 ACRES MORE OR LESS, BEING IN THE SW 1/4 OF THE NW 1/4 OF SECTION 29 AND THE SE 1/4 OF THE NE 1/4 OF SECTION 30, TOWNSHIP 16 SOUTH, RANGE 33 EAST DESCRIPTION PER OFFICIAL RECORDS BOOK 567 PAGE 45, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

LESS THAT PORTION OF SAID PROPERTY IN SECTION 29, TOWNSHIP 16 SOUTH, RANGE 33 EAST RESIDING WITHIN THE CORPORATE BOUNDARY OF THE CITY OF PORT ORANGE.

PARCEL "I"

ALL THAT PART OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 16 SOUTH RANGE 32 EAST LYING EASTERLY OF THE EAST RIGHT OF WAY OF TAYLOR ROAD AS RECORDED IN RIGHT OF WAY BOOK 1, PAGES 40-46 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, LESS AND EXCEPT THAT PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 4823, PAGE 1318 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND DESCRIBED AS FOLLOWS:

((O.R.B. 4823, PAGE 1318) A PORTION OF SECTION 19, TOWNSHIP 16 SOUTH, RANGE 33 EAST, A PORTION OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 32 EAST AND A PORTION OF R. L. LEFFMAN'S HOMESTEAD AS RECORDED IN MAP BOOK 3, PAGE 56, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF REFERENCE BEGIN AT THE CONCRETE MONUMENT MARKING THE SOUTHEAST CORNER OF SECTION 24, TOWNSHIP 16 SOUTH, RANGE 32 EAST, SAID MONUMENT BEING THE SOUTHEAST CORNER OF SAID R. L. LEFFMAN'S HOMESTEAD; THENCE S03°39'12"W ALONG THE EASTERLY LINE OF SAID SECTION 25, 851.62 FEET TO AN INTERSECTION WITH THE NORTHERLY SHORE LINE OF SPRUCE CREEK; THENCE GENERALLY WESTERLY, SOUTHERLY AND WESTERLY ALONG THE NORTHERLY SHORE LINE OF SAID SPRUCE CREEK TO AN INTERSECTION WITH A LINE THAT BEARS S04°31'03"W OF THE SOUTHWEST CORNER OF LOT 7 OF SAID R. L. LEFFMAN'S HOMESTEAD; THENCE N04°31'03"E, 1625 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID LOT 7; THENCE S86°38'33"E ALONG THE SOUTH LINE OF SAID R. L. LEFFMAN'S HOMESTEAD 664.75 FEET; THENCE N04°06'44"E 380.26 FEET; THENCE N87°00'44"W 981.56 FEET TO THE SOUTHEAST RIGHT-OF-WAY LINE OF THE OCCUPIED TAYLOR ROAD; THENCE N30°08'14"E ALONG THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID TAYLOR ROAD 44.95 FEET; THENCE S87°00'44"E 1406.14 FEET, THENCE N04°06'44"E 698.24 FEET; THENCE N87°00'44"W 999.285 FEET TO THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID TAYLOR ROAD AS OCCUPIED; THENCE N44°10'51"E ALONG THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID TAYLOR ROAD 264.34 FEET TO THE NORTH LINE OF R. L. LEFFMAN'S HOMESTEAD 1044.664 FEET TO THE WEST LINE OF SECTION 19, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE N04°06'44"E ALONG THE SAID WEST LINE OF SECTION 19 145.36 FEET; THENCE S85°44'44"E 1313.42 FEET; THENCE N03°50'56"E 1341.70 FEET TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 19; THENCE S85°19'42"E 326.83 FEET; THENCE S03°46'57"W 1339.235 FEET; THENCE S85°44'44"E 328.36 FEET; THENCE S03°42'57"W 668.39 FEET; THENCE S85°57'39"E 658.25 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 19; THENCE S03°34'54"W ALONG THE SAID EAST LINE 665.93 FEET TO THE SOUTH LINE OF SAID SECTION 19; THENCE N89°10'30"W 2639.195 FEET TO THE CONCRETE MONUMENT MARKING THE SOUTHWEST CORNER OF SAID SECTION 19; THENCE S03°35'41.5"W ALONG THE EAST LINE OF SECTION 24, TOWNSHIP 16 SOUTH, RANGE 32 EAST 113.775 FEET TO THE CONCRETE MONUMENT AND THE POINT OF BEGINNING.

ALSO

LANDS LYING SOUTHERLY OF THE NORTH BANK OF SPRUCE CREEK AND LOCATED IN THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL THREE: ALL THAT PART OF THE SE ¼, NE ¼, SECTION TWENTY FIVE (25), TOWNSHIP SIXTEEN (16) SOUTH, RANGE THIRTY TWO (32) EAST, LYING AND BEING SOUTH AND EAST OF SPRUCE CREEK, EXCEPT SO MUCH THEREOF AS WAS TRANSFERRED IN FEE TO THE UNITED STATES OF AMERICA BY JUDGMENT IN CASE NO. 574-J CIVIL IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA, AS THE SAME APPEARS IN FOREIGN JUDGMENT BOOK 3, PAGE 322, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL FOUR: ALL THAT PART OF THE WEST ½, NE ¼, SECTION TWENTY-FIVE (25), TOWNSHIP SIXTEEN (16) SOUTH, RANGE THIRTY-TWO (32) EAST, LYING AND BEING SOUTH OF SPRUCE CREEK EXCEPT SO MUCH THEREOF AS WAS TRANSFERRED IN FEE TO THE UNITED STATES OF AMERICA BY JUDGMENT IN CASE NO. 574-J CIVIL IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA, AS THE SAME APPEARS IN FOREIGN JUDGMENT BOOK 3, PAGE 322, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

THE EXCEPTED PORTION OF PARCELS THREE AND FOUR ABOVE ARE MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A CONCRETE MONUMENT ON THE NORTH LINE OF THE NE ¼ OF THE SW ¼ OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 32 EAST, SAID POINT BEING LOCATED N49°40'40"E, 2088.72 FEET FROM A CONCRETE MONUMENT AT THE NORTHEAST CORNER OF A TRACT OF LAND OWNED BY BELLE MURRAY AND BENNIE L. GRIFFIN; THENCE N89°01'30"E, ALONG THE NORTH LINE OF THE SOUTH ½ OF SAID SECTION 25, 1218.44 FEET TO A CONCRETE MONUMENT LOCATED AT THE TOP OF THE BLUFF OF THE EAST SIDE OF SPRUCE CREEK SWAMP FOR A PLACE OF BEGINNING; THENCE FROM SAID PLACE OF BEGINNING ALONG THE TOP OF THE BLUFF THE FOLLOWING COURSES AND DISTANCES: N00°59'20"W, 220.07 FEET TO A CONCRETE MONUMENT; N62°26'20"E, 300 FEET TO A CONCRETE MONUMENT; N54°33'00"E, 690 FEET TO A CONCRETE MONUMENT; N59°56'40"E, 320 FEET TO A CONCRETE MONUMENT; N80°57'00"E, 285 FEET TO A CONCRETE MONUMENT; N60°28'30"E, 366.58 FEET TO A CONCRETE MONUMENT ON THE EAST BOUNDARY OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 32 EAST, SAID POINT BEING LOCATED S00°31'50"W, 206.82 FEET FROM THE NORTHEAST CORNER OF THE SE ¼ OF THE NE ¼ OF SAID SECTION 25; THENCE SOUTH ALONG THE EAST LINE OF THE NE ¼ OF SECTION 25 TO THE SOUTHEAST CORNER OF THE NE ¼ OF SECTION 25; THENCE WESTWARDLY ALONG THE SOUTH LINE OF THE NE ¼ OF SECTION 25 TO THE PLACE OF BEGINNING.)

PARCEL "J"

A PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 16 SOUTH, RANGE 33 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE SOUTH 89 DEGREES 35 MINUTES 25 SECONDS EAST ALONG THE SOUTH LINE OF SAID SECTION 6, A DISTANCE OF 3959.99 FEET; THENCE SOUTH 00 DEGREES 24 MINUTES 35 SECONDS WEST 118.33 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF CLYDE MORRIS BOULEVARD, A 100 FOOT RIGHT OF WAY AS NOW LAID OUT AND USED; THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE A DISTANCE OF 995.59 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTHEASTERLY RIGHT OF WAY LINE, NORTH 00 DEGREES 24 MINUTES 35 SECONDS EAST 302.92 FEET; THENCE NORTH 89 DEGREES 35 MINUTES 25 SECONDS WEST 254.77 FEET TO SAID NORTHEASTERLY RIGHT OF WAY LINE OF CLYDE MORRIS BOULEVARD; THENCE SOUTHWESTERLY ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING.

PARCEL "K"

ALL THAT PART OF THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 16 SOUTH, RANGE 33 EAST, LYING WESTERLY OF THE WEST LINE OF THE EAST 270.00 FEET OF SAID NORTHWEST 1/4 AND SOUTHERLY OF THE SOUTHERLY RIGHT OF WAY LINE OF TAYLOR ROAD AS RECORDED IN RIGHT OF WAY BOOK 1, PAGES 40-46 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, TOGETHER WITH THE SOUTHWEST 1/4 OF SAID SECTION 19, LESS AND EXCEPT THAT PARCEL RECORDED IN OFFICIAL RECORDS BOOK 4823, PAGE 1318 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. AND DESCRIBED AS FOLLOWS:

((O.R. BOOK 4823, PAGE 1318) A PORTION OF SECTION 19, TOWNSHIP 16 SOUTH, RANGE 33 EAST, A PORTION OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 32 EAST AND A PORTION OF R. L. LEFFMAN'S HOMESTEAD AS RECORDED IN MAP BOOK 3, PAGE 56, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF REFERENCE BEGIN AT THE CONCRETE MONUMENT MARKING THE SOUTHEAST CORNER OF SECTION 24, TOWNSHIP 16 SOUTH, RANGE 32 EAST, SAID MONUMENT BEING THE SOUTHEAST CORNER OF SAID R. L. LEFFMAN'S HOMESTEAD; THENCE S03°39'12"W ALONG THE EASTERLY LINE OF SAID SECTION 25, 851.62 FEET TO AN INTERSECTION WITH THE NORTHERLY SHORE LINE OF SPRUCE CREEK; THENCE GENERALLY WESTERLY, SOUTHERLY AND WESTERLY ALONG THE NORTHERLY SHORE LINE OF SAID SPRUCE CREEK TO AN INTERSECTION WITH A LINE THAT BEARS S04°31'03"W OF THE SOUTHWEST CORNER OF LOT 7 OF SAID R. L. LEFFMAN'S HOMESTEAD; THENCE N04°31'03"E, 1625 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID LOT 7; THENCE S86°38'33"E ALONG THE SOUTH LINE OF SAID R. L. LEFFMAN'S HOMESTEAD 664.75 FEET; THENCE N04°06'44"E 380.26 FEET; THENCE N87°00'44"W 981.56 FEET TO THE SOUTHEAST RIGHT-OF-WAY LINE OF THE OCCUPIED TAYLOR ROAD; THENCE N30°08'14"E ALONG THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID TAYLOR ROAD 44.95 FEET; THENCE S87°00'44"E 1406.14 FEET, THENCE N04°06'44"E 698.24 FEET; THENCE N87°00'44"W 999.285 FEET TO THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID TAYLOR ROAD AS OCCUPIED; THENCE N44°10'51"E ALONG THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID TAYLOR ROAD 264.34 FEET TO THE NORTH LINE OF R. L. LEFFMAN'S HOMESTEAD 1044.664 FEET TO THE WEST LINE OF SECTION 19, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE N04°06'44"E ALONG THE SAID WEST LINE OF SECTION 19 145.36 FEET; THENCE S85°44'44"E 1313.42 FEET; THENCE N03°50'56"E 1341.70 FEET TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 19; THENCE S85°19'42"E 326.83 FEET; THENCE S03°46'57"W 1339.235 FEET; THENCE S85°44'44"E 328.36 FEET; THENCE S03°42'57"W 668.39 FEET; THENCE S85°57'39"E 658.25 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 19; THENCE S03°34'54"W ALONG THE SAID EAST LINE 665.93 FEET TO THE SOUTH LINE OF SAID SECTION 19; THENCE N89°10'30"W 2639.195 FEET TO THE CONCRETE MONUMENT MARKING THE SOUTHWEST CORNER OF SAID SECTION 19; THENCE S03°35'41.5"W ALONG THE EAST LINE OF SECTION 24, TOWNSHIP 16 SOUTH, RANGE 32 EAST 113.775 FEET TO THE CONCRETE MONUMENT AND THE POINT OF BEGINNING.

PARCEL "L"

(Official Records Book 3619, Page 1288) A portion of the Northeast 1/4 of the Southeast 1/4 of Section 24, Township 16 South, Range 32 East, described as follows : Beginning at a concrete monument marking the Northeast corner of the Northeast 1/4 of the Southeast 1/4 of Section 24; thence West along the North line of the Northeast 1/4 of the Southeast 1/4 of said Section 24 a distance of 385.3 feet to the Place of Beginning of Parcel 1; thence South a distance of 510.39 feet to a point in the Westerly right of way line of Samsula-Port Orange Road (a 100.00 foot right of way as proposed); thence South 39 degrees 53 minutes West along the Westerly boundary of said proposed road a distance of 140.29 feet; thence North 10 degrees 32 minutes 40 seconds West a distance of 628.65 feet; thence East a distance of 205.0 feet to the Place of Beginning.

PARCEL "M"

A portion of the NE 1/4 of the SE 1/4 of Section 24, Township 16 South, Range 32 East, Volusia County, Florida, being more particularly described as follows:

Begin at the Southwest corner of the NE 1/4 of the SE 1/4 of Section 24, Township 16 South, Range 32 East, Volusia County, Florida; thence North 00°00'00" East, a distance of 208.80 feet along the West line of the NE 1/4 of the SE 1/4 of said Section 24 to a point on the Southwesterly line of Parcel 1 as described in Official Records Book 7058, Pages 4250 through 4251, Public Records of Volusia County, Florida; thence South 41°45'28" East, a distance of 278.35 feet along the Southwesterly line of said Parcel 1 to a point on the South line of said NE 1/4 of the SE 1/4; thence South 89°38'31" West, a distance of 185.38 feet along said South line to the POINT OF BEGINNING.

ALSO

PARCEL IDENTIFICATION NUMBER 24-16-32-00-00-0080-6224-00-00-0080

(Official Records Book 6726, Page 482) The Northerly 175 feet of the Southerly 325 feet of the Northeast 1/4 of the Southeast 1/4 of Section 24, Township 16 South, Range 32 East, as lies Easterly of the center line of a county road known as Samsula Road, Volusia, County Florida.

ALSO

PARCEL IDENTIFICATION NUMBER 24-16-32-00-00-0080-6224-00-00-0090

(Official Records Book 4214, Page 111) Part of the Northeast quarter of the Southeast quarter, Section 24, Township 16 South, Range 32 East, described as follows : the Southerly 150 feet as lies Easterly of a county maintained road known as "Samsula Road" the said parcel being subject to the use of the public for road purposes in and over that part maintained by Volusia, County, Florida, Board of County Commissioners.

ALSO

LANDS LYING SOUTHERLY OF THE NORTH BANK OF SPRUCE CREEK AND LOCATED IN THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL THREE: ALL THAT PART OF THE SE 1/4, NE 1/4, SECTION TWENTY FIVE (25), TOWNSHIP SIXTEEN (16) SOUTH, RANGE THIRTY TWO (32) EAST, LYING AND BEING SOUTH AND EAST OF SPRUCE CREEK, EXCEPT SO MUCH THEREOF AS WAS TRANSFERRED IN FEE TO THE UNITED STATES OF AMERICA BY JUDGMENT IN CASE NO. 574-J CIVIL IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA, AS THE SAME APPEARS IN FOREIGN JUDGMENT BOOK 3, PAGE 322, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL FOUR: ALL THAT PART OF THE WEST 1/2, NE 1/4, SECTION TWENTY-FIVE (25), TOWNSHIP SIXTEEN (16) SOUTH, RANGE THIRTY-TWO (32) EAST, LYING AND BEING SOUTH OF SPRUCE CREEK EXCEPT SO MUCH THEREOF AS WAS TRANSFERRED IN FEE TO THE UNITED STATES OF AMERICA BY JUDGMENT IN CASE NO. 574-J CIVIL IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA, AS THE SAME APPEARS IN FOREIGN JUDGMENT BOOK 3, PAGE 322, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

THE EXCEPTED PORTION OF PARCELS THREE AND FOUR ABOVE ARE MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A CONCRETE MONUMENT ON THE NORTH LINE OF THE NE 1/4 OF THE SW 1/4 OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 32 EAST, SAID POINT BEING LOCATED N49°40'40"E, 2088.72 FEET FROM A CONCRETE MONUMENT AT THE

NORTHEAST CORNER OF A TRACT OF LAND OWNED BY BELLE MURRAY AND BENNIE L. GRIFFIN; THENCE N89°01'30"E, ALONG THE NORTH LINE OF THE SOUTH ½ OF SAID SECTION 25, 1218.44 FEET TO A CONCRETE MONUMENT LOCATED AT THE TOP OF THE BLUFF OF THE EAST SIDE OF SPRUCE CREEK SWAMP FOR A PLACE OF BEGINNING; THENCE FROM SAID PLACE OF BEGINNING ALONG THE TOP OF THE BLUFF THE FOLLOWING COURSES AND DISTANCES: N00°59'20"W, 220.07 FEET TO A CONCRETE MONUMENT; N62°26'20"E, 300 FEET TO A CONCRETE MONUMENT; N54°33'00"E, 690 FEET TO A CONCRETE MONUMENT; N59°56'40"E, 320 FEET TO A CONCRETE MONUMENT; N80°57'00"E, 285 FEET TO A CONCRETE MONUMENT; N60°28'30"E, 366.58 FEET TO A CONCRETE MONUMENT ON THE EAST BOUNDARY OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 32 EAST, SAID POINT BEING LOCATED S00°31'50"W, 206.82 FEET FROM THE NORTHEAST CORNER OF THE SE ¼ OF THE NE ¼ OF SAID SECTION 25; THENCE SOUTH ALONG THE EAST LINE OF THE NE ¼ OF SECTION 25 TO THE SOUTHEAST CORNER OF THE NE ¼ OF SECTION 25; THENCE WESTWARDLY ALONG THE SOUTH LINE OF THE NE ¼ OF SECTION 25 TO THE PLACE OF BEGINNING.);

AND ALSO THAT PARCEL OF LAND RECORDED IN OFFICIAL RECORDS BOOK 3838, PAGE 1888 OF SAID PUBLIC RECORDS AND DESCRIBED AS FOLLOWS:

((O.R. BOOK 3838, PAGE 1888) PARCEL A:

PART OF THE NW 1/4 OF THE SW 1/4 AND PART OF THE SW 1/4 OF THE NW 1/4, SECTION 19, TOWNSHIP 16-S, RANGE 33-E AND PART OF THE NE 1/4 OF THE SE 1/4, SECTION 24, TOWNSHIP 16-S, RANGE 32-E VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A CONCRETE MONUMENT MARKING THE NW CORNER OF THE SW 1/4 OF SAID SEC. 19; THENCE N 87° 16' 16" E ALONG THE N LINE OF SAID SW 1/4 FOR A DISTANCE OF 231.03 FT. TO THE EASTERLY RIGHT-OF-WAY OF TAYLOR RD.; THENCE N36° 51' 35" E. ALONG SAID RIGHT-OF-WAY FOR A DISTANCE OF 95.35 FT. TO THE POINT OF BEGINNING: THENCE S71° 20' 15" E. 178.75 FT.: THENCE S02° 39' 15" E. 342.04 FT. TO THE FENCED AND OCCUPIED SOUTH LINE OF THE NORTH 330 FT. OF THE NW 1/4 OF THE SW 1/4, SECTION 19-16-33: THENCE S87° 20' 45" W. ALONG THE ABOVE DESCRIBED SOUTH LINE AND THE EXTENSION THEREOF FOR A DISTANCE OF 502.19 FT. TO THE EASTERLY RIGHT-OF-WAY OF TAYLOR RD.: THENCE N36° 51' 35" E. ALONG SAID EASTERLY RIGHT-OF-WAY FOR A DISTANCE OF 527.55 FT. TO THE POINT OF BEGINNING, CONTAINING 3.00 ACRES, MORE OR LESS, BUT SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

PARCEL B:

PART OF THE NW 1/4 OF THE SW 1/4 AND PART OF THE SW 1/4 OF THE NW 1/4 SECTION 19, TOWNSHIP 16S, RANGE 32E, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A CONCRETE MONUMENT MARKING THE NORTHWEST CORNER OF THE SW 1/4 OF SAID SEC. 19: THENCE N87° 16' 16"E ALONG THE NORTH LINE OF SAID SW 1/4 FOR A DISTANCE OF 231.03 FT. TO THE EASTERLY RIGHT-OF-WAY OF TAYLOR RD.: THENCE N36° 51' 35"E ALONG SAID RIGHT-OF-WAY FOR A DISTANCE OF 95.35 FT.: THENCE S71° 20' 15"E 178.75 FT. TO THE POINT OF BEGINNING: THENCE CONTINUE S71° 20' 15"E 329.58 FT.: THENCE S03° 49' 18"E 222.33 FT. TO THE FENCED AND OCCUPIED SOUTH LINE OF THE NORTH 330 FT. OF THE NW 1/4 OF THE SW 1/4, SEC. 19-16-33: THENCE S87° 20' 45" W ALONG ABOVE DESCRIBED SOUTH LINE FOR A DISTANCE OF 311.58 FEET: THENCE N02° 39' 15" E 342.04 FT. TO THE POINT OF BEGINNING, CONTAINING 2.00 ACRES, MORE OR LESS, BUT SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.)



STAFF REPORT

ANNEXATION/CRANE LAKES ADDITION
CASE NO. 15-10000001

REQUEST: Annex ±5 acres of property into the City of Port Orange

LOCATION: 1780 Taylor Road (Figure 1 - Location Map)

OWNER/APPLICANT: CLGC Enterprises, LLC

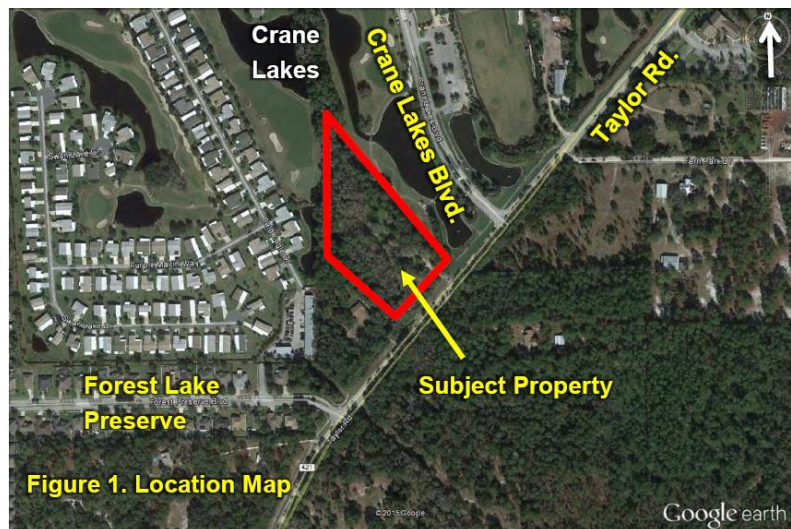
STAFF RECOMMENDATION: **Approval**

STAFF CONTACT: Penelope Cruz, Principal Planner (386) 506-5671

CITY COUNCIL DATE: November 10, 2015

PROPERTY OVERVIEW:

The subject property consists of one ±5-acre parcel. If approved, the applicant intends to change the Future Land Use designation of the property from Volusia County *Urban Low Intensity (ULI)* to City of Port Orange *Suburban Residential* (2-4 units/acre) and to rezone the property to *Planned Unit Development (PUD)*. If approved, the applicant intends to add the subject property to the existing Crane Lakes PUD, and develop the property with 8 mobile home sites, a secondary access drive off Taylor Road for employees and service trucks, storage areas for materials associated with the golf course, and pickle ball courts for the residents of Crane Lakes.



STATE REQUIRED LOCATIONAL CRITERIA:

Florida Law requires unincorporated parcels to meet three locational criteria before a municipality may annex them. Pursuant to section 171.043(1) Florida Statutes, this report certifies that the area to be annexed is: 1) contiguous to the City of Port Orange boundaries; 2) reasonably compact (does not contribute to urban sprawl); and 3) not currently part of the incorporated area of another municipality.

LAND USES, ZONING AND EXISTING USES:

There is currently a single family home and accessory structures on the subject property. The subject property is located adjacent to a principal arterial road (Taylor Rd.) and is surrounded by Crane Lakes Golf Course and Country Club to the north and

east, a single-family home to the west, and vacant land to the south (across Taylor Road).

The current Volusia County Future Land Use (FLU) and Zoning designations for the property are *Urban Low Intensity* and *Rural Agriculture (A-2)*. The proposed City of Port Orange FLU and Zoning designations for the property are *Suburban Residential* and *Planned Unit Development (PUD)*. The surrounding future land uses and zoning are shown on the attached maps (Exhibits A and B).

IMPACT TO CITY SERVICES:

A memo was sent to various City Departments, including Police, Fire and Rescue, Public Utilities, Finance, Public Works, and Parks and Recreation. Based upon the responses received from the City Departments and the impact analysis, there is adequate capacity to accommodate the proposed annexation.

Potable Water, Sanitary Sewer, and Reclaimed Water

The City has available well and Consumptive Use Permit (CUP) capacity to serve the proposed development of the property with potable water. The City also has available sewer capacity to accommodate the proposed development of the property. Potable water, sanitary sewer and reclaimed water lines are available within the Crane Lakes development and along Taylor Road.

Solid Waste

Upon annexation, the subject property will be required to receive solid waste collection and disposal service by the City's solid waste private contractor.

Stormwater Management

There is no impact to the City's drainage system anticipated with the annexation. The City's Comprehensive Plan and Land Development Code require that there be no net loss of stormwater retention function as a result of development. In other words, a given parcel must have the same ability to store and discharge water after development as it does before development occurs. Any future development of the subject property will be required to address stormwater retention on the property in accordance with City standards.

Roads

A slight increase in the number of vehicular trips is likely as a result of the proposed development of this property. Based on the ITE Trip Generation Manual, 9th Edition, the proposed development could generate an additional 5 p.m. peak hour trips and an additional 11 daily trips. According to the latest traffic counts for Taylor Road, there is sufficient roadway capacity for the traffic that could be generated by the proposed development of the subject property.

Roadway Segment	Adopted Level-of-Service Standard	Maximum Capacity	Vehicles per Day	Remaining Capacity
Taylor Rd. (Tomoka farms Rd. to Spruce Creek Blvd.)	E	17,050	7,400	9,650 (57%)
Taylor Rd. (Spruce Creek Blvd. to Crane Lakes Blvd.)	E	17,050	10,400	6,650 (39%)

Roadway Segment	Adopted Level-of-Service Standard	Maximum Capacity	Vehicles per Day	Remaining Capacity
Taylor Rd. (Crane Lakes Blvd. to Summertrees Rd.)	E	17,050	14,200	2,850 (17%)
Taylor Rd. (Summertrees Rd. to Williamson Blvd.)	E	37,970	14,530	23,440 (62%)

Police

The Police Department did not indicate that the proposed annexation would create deficiencies in law enforcement coverage for the area.

Fire

The Fire and Rescue Department did not indicate that the proposed annexation would create difficulties in serving this area.

Recreation

There is no anticipated impact to the City's recreation facilities with the proposed annexation. According to the City's Comprehensive Plan, development of the subject property will require 0.3 acres of parkland. According to the City's 2014 Concurrency Management Report, the City has an excess of 81 acres of parkland beyond the currently adopted level-of-service requirement for parkland.

RECOMMENDATION:

Based on the findings of this report, staff recommends **approval** of the request to annex approximately 5 acres of property, located at 1780 Taylor Road, into the City of Port Orange.

ATTACHMENTS:

Exhibit A – Current and Proposed Future Land Use

Exhibit B – Current and Proposed Zoning

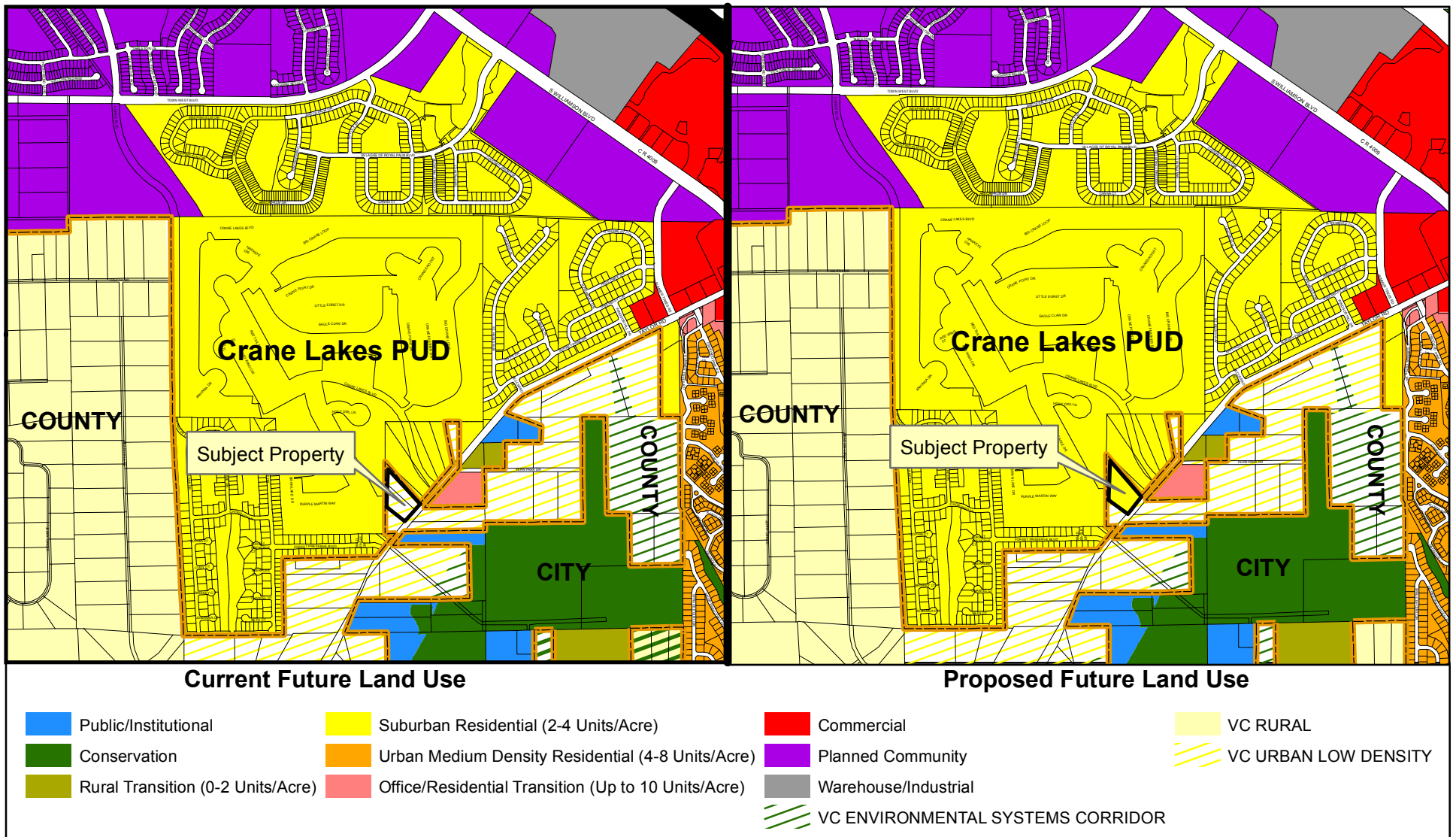


EXHIBIT A

CASE NO. 15-10000001, 15-20000001, and 15-40000002

DEPARTMENT OF COMMUNITY DEVELOPMENT



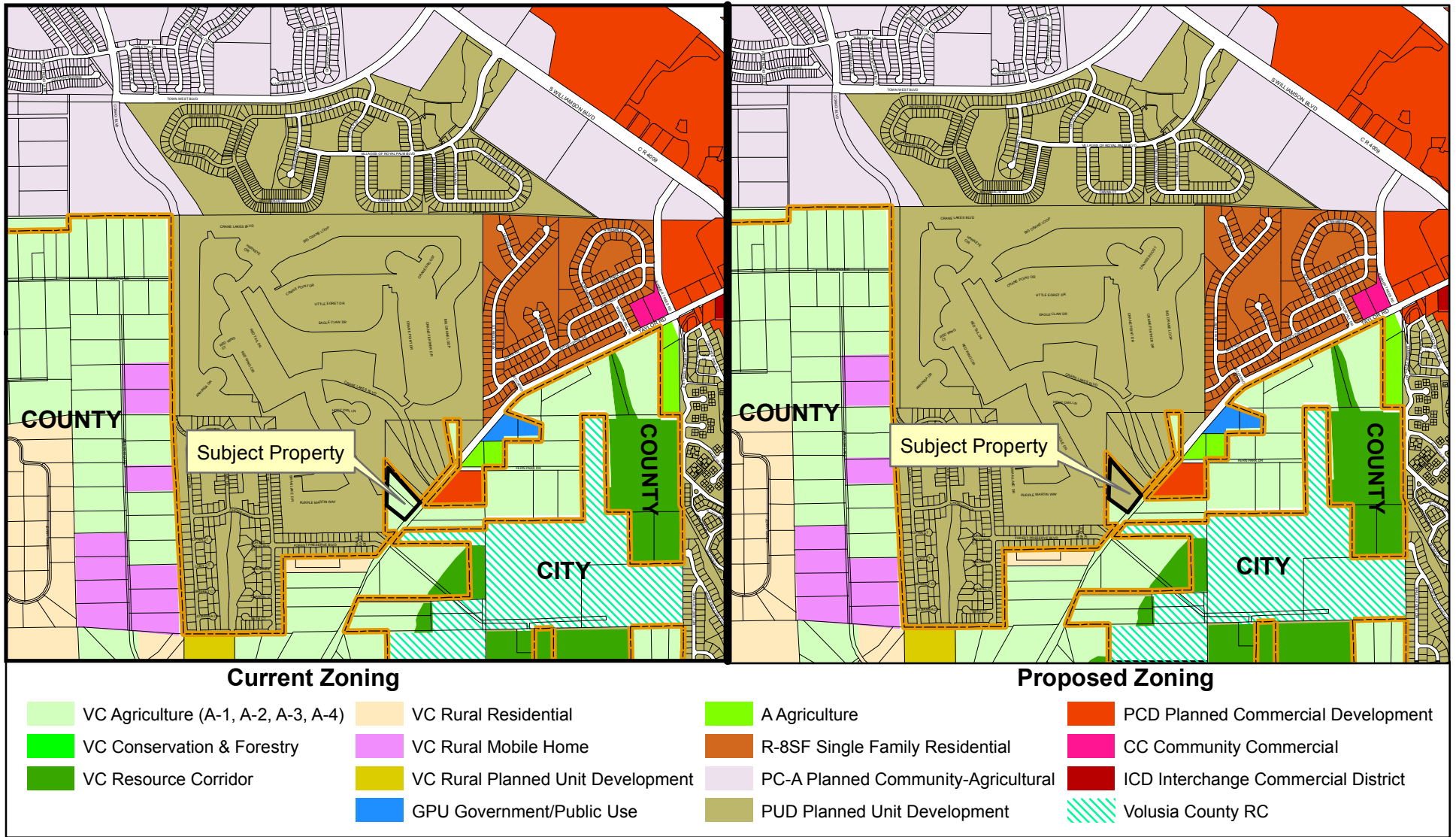
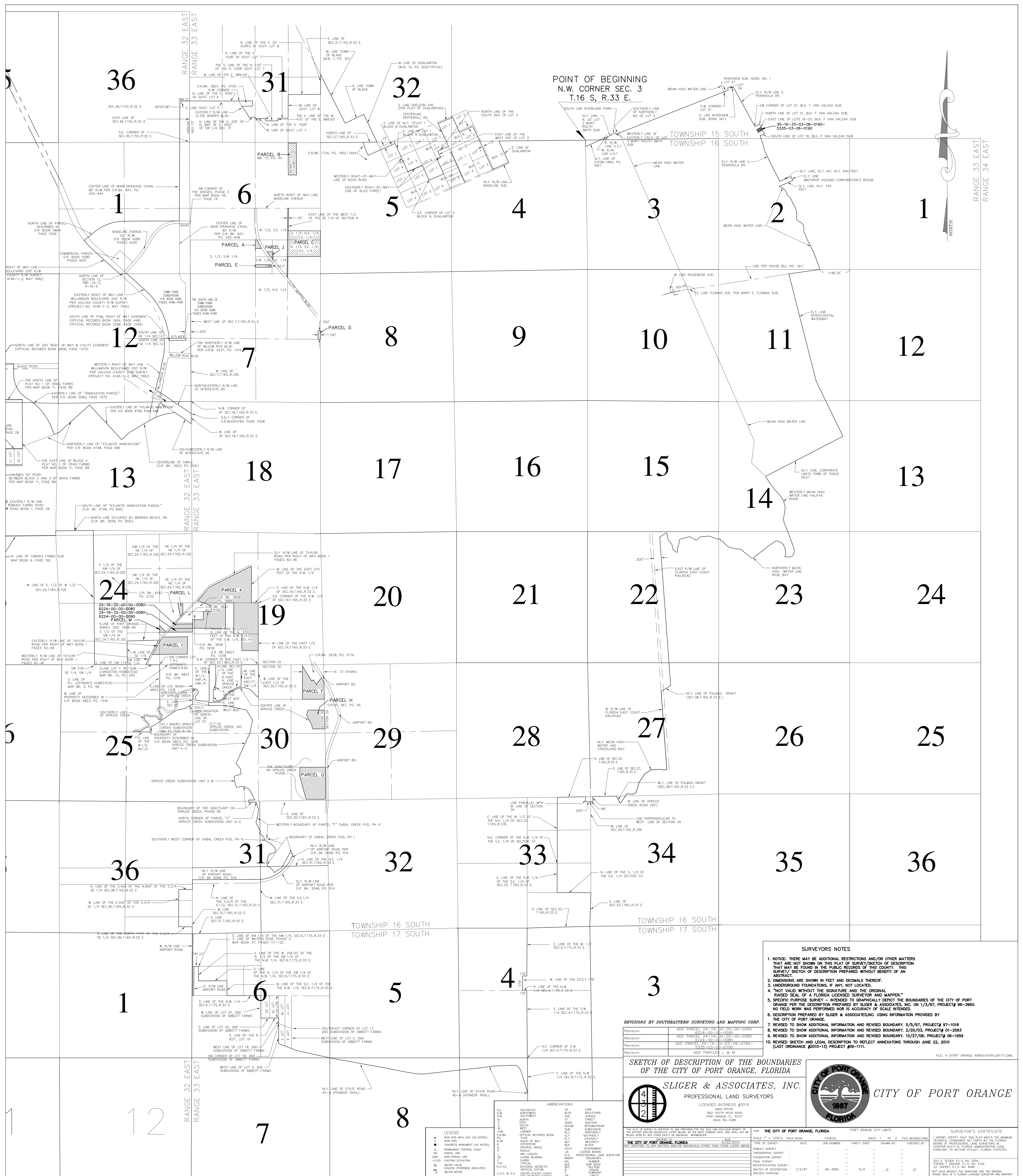


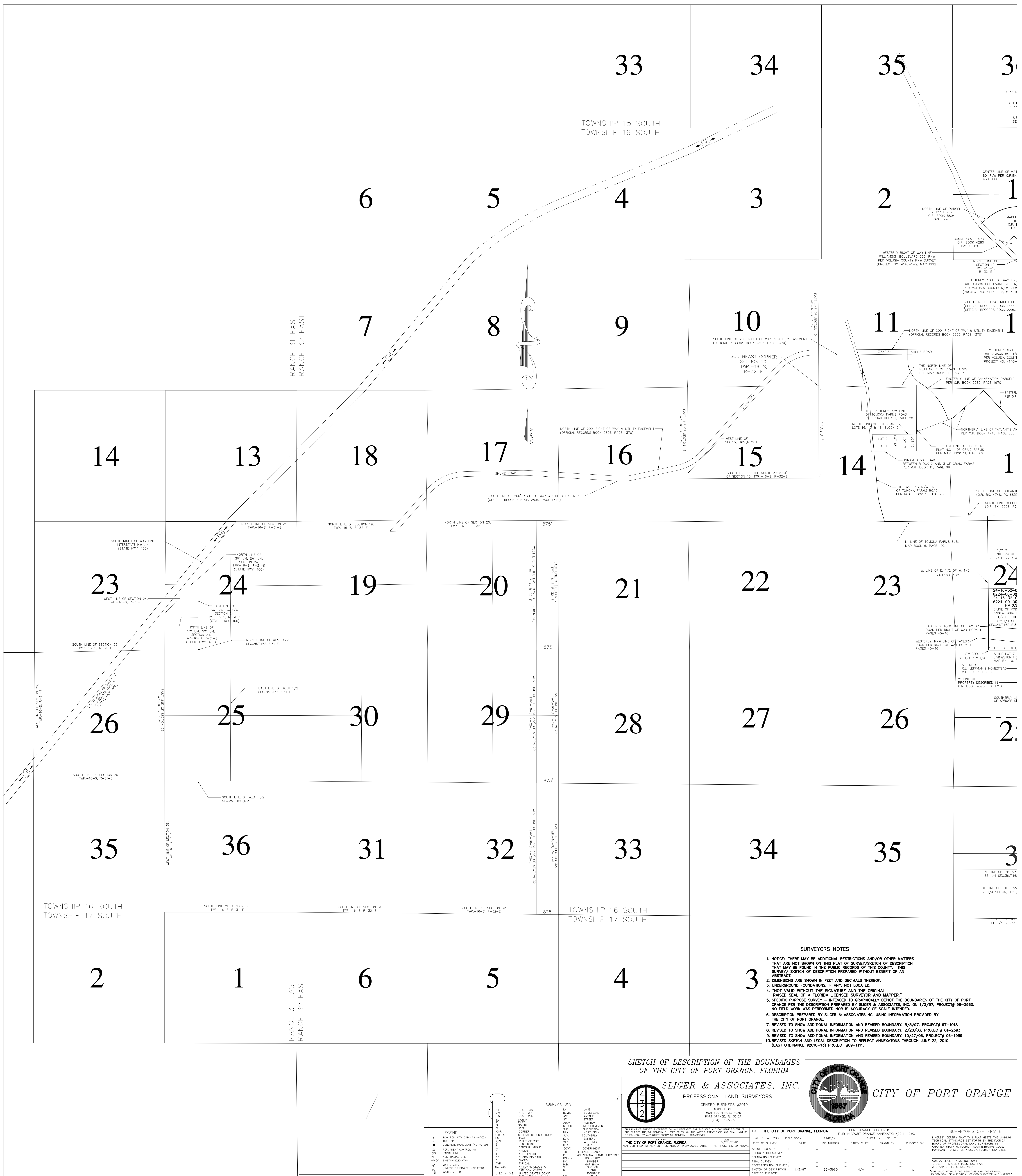
EXHIBIT B

CASE NO. 15-10000001, 15-20000001, and 15-40000002

DEPARTMENT OF COMMUNITY DEVELOPMENT









CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 12/01/2015

Consent item: No

SUBJECT: First Reading - Ordinance No. 2015-42 - Small-Scale Comprehensive Plan Amendment changing the Future Land Use (FLU) designation for 1780 Taylor Road from Volusia County Urban Low Intensity (ULI) to City of Port Orange Suburban Residential (2-4 units/acre).
CASE NO. 15-20000001

DEPARTMENT: Community Development

GOAL: 2 - Quality of Life

OBJECTIVE: N/A

RECOMMENDED MOTION: Move to approve Ordinance No. 2015-42, to change the Future Land Use (FLU) designation for ±5 acres from Volusia County Urban Low Intensity (ULI) to City of Port Orange Suburban Residential (2-4 units/acre).

SUMMARY: Planning Commission Action (10/22/15): Recommended Approval
The applicant is requesting to change the Future Land Use (FLU) designation from Volusia County Urban Low Intensity (ULI) to City of Port Orange Suburban Residential (2-4 units/acre) for ±5 acres. The amendment area is located on the north side of Taylor Road, between the existing entrances to the Crane Lakes and Forest Lake Preserve subdivisions.

The property owner has applied to annex the subject property into the City of Port Orange, change the Future Land Use (FLU) to a City designation, and rezone the property to add it into the Crane Lakes Planned Unit Development (PUD).

The proposed FLU amendment is generally consistent with the pertinent Goals, Objectives, and Policies of the City's Comprehensive Plan and compatible with the adjacent properties. Based on the impact analysis there are no impacts to City's public facilities (roadways, potable water, sanitary sewer, solid waste, recreation, or public school facilities) and there is adequate capacity to accommodate the proposed amendment.

If the proposed FLU amendment is approved, the applicant intends to rezone the property from Volusia County R-2 to City of Port Orange Planned Unit Development (PUD) and modify the Amended and Restated Master Development Agreement (MDA) and Conceptual Development Plan (CDP) for the Crane Lakes PUD to develop the property with a secondary access drive off Taylor Road for only employees and service trucks, eight mobile home sites, storage areas for materials associated with the golf course, pickle ball courts, and associated infrastructure and stormwater improvements.

Project Funding Account

No.: No.:

ATTACHMENTS:

1.	Ord. No. 2015-42	Ord. No. 2015-42.pdf
2.	Staff Report	CC_Crane Lakes addition CPA_staff report.pdf

Cruz, Penelope
Burman, Tim
Roberts, Margaret
Johansson, M. Jake

Created/Initiated - 11/11/2015
Approved - 11/11/2015
Approved - 11/24/2015
Final Approval - 11/24/2015

ORDINANCE NO. 2015-42

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, RELATING TO
COMPREHENSIVE PLANNING; AMENDING THE FUTURE
LAND USE MAP OF THE COMPREHENSIVE PLAN;
AMENDING THE FUTURE LAND USE DESIGNATION
FROM VOLUSIA COUNTY URBAN LOW INTENSITY (ULI)
TO CITY OF PORT ORANGE SUBURBAN RESIDENTIAL
(2-4 UNITS/ACRE); PROVIDING FOR CONFLICTING
ORDINANCES, SEVERABILITY AND AN EFFECTIVE
DATE.

WHEREAS, after careful review and a public hearing, the Planning Commission, sitting as the Local Planning Agency, has forwarded a recommendation to the City Council regarding this proposed amendment to the Comprehensive Plan for the City of Port Orange; and

WHEREAS, the proposed amendment to the Comprehensive Plan directly relates to small scale development activities as provided in Section 163.3187(1)(c), Florida Statutes; and

WHEREAS, the City Council of the City of Port Orange has received comments and proposals from the general public and held at least one public hearing with regard to the proposed amendment to the Comprehensive Plan; and

WHEREAS, the amendment to the Comprehensive Plan shall be submitted to the Volusia Growth Management Commission for a determination of consistency in accordance with Section 202.3 of the Charter of Volusia County, Florida; and

WHEREAS, the City Council hereby declares that the purpose and intent of the proposed amendment to the Comprehensive Plan is to guide future growth and development; encourage the most appropriate use of land, water, and other resources,

consistent with the public interest; promote and protect the public health, safety, comfort, good order, appearance, convenience, aesthetics, and general welfare; prevent the overcrowding of land and avoid undue concentration of population; provide adequate and efficient transportation, water, sewage, drainage, fire protection, parks, recreational facilities, housing, and other services, facilities and resources; and conserve and protect natural resources within the City, while protecting private property rights; and

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

Section 1. For purposes herein, the term "Comprehensive Plan", shall mean the Comprehensive Plan for the City of Port Orange, consisting of the two (2) volumes entitled "Comprehensive Plan City of Port Orange 2010-2025", including Binder No. 1, consisting of ten (10) elements, including Future Land Use and Future Land Use Map; Transportation; Housing; Public Facilities; Public Schools Facilities; Coastal Zone Management; Conservation; Recreation and Open Space; Intergovernmental Coordination; and Capital Improvements, all as adopted by Ordinance No. 1999-43, as subsequently amended by Ordinances No. 1999-46, 1999-56, 1999-57, 2000-1, 2000-8, 2000-13, 2000-25, 2000-29, 2000-41, 2001-2, 2001-21, 2001-26, 2001-28, 2001-75, 2001-76, 2001-89, 2002-7, 2002-20, 2003-3, 2003-1, 2003-22, 2003-39, 2004-34, 2004-39, 2005-1, 2005-3, 2005-13, 2005-15, 2005-25, 2005-27, 2005-30, 2005-31, 2005-49, 2006-9, 2006-16, 2006-24, 2006-41, 2006-51, 2006-53, 2007-4, 2007-14, 2007-30, 2007-48, 2007-55, 2007-57, 2007-60, 2007-61, 2008-2, 2008-8, 2008-9, 2008-12, 2008-16, 2008-19, 2008-36, 2009-3, 2009-19, 2009-20, 2010-14, 2010-20, 2010-30,

2011-24, 2011-34, 2012-8, 2012-24, 2012,30, 2013-20, 2013-25, 2014-31, 2014-32 and this ordinance.

Section 2. The Future Land Use Map of the Comprehensive Plan is hereby amended from Volusia County Urban Low Intensity to City of Port Orange Suburban Residential for the parcel of land as described in **Exhibit "A"** and as shown on the Map depicted in **Exhibit "B"**, attached hereto and by reference made a part hereof.

Section 3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

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

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

MAYOR ALLEN GREEN

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the day of

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

Reviewed and Approved: _____
City Attorney

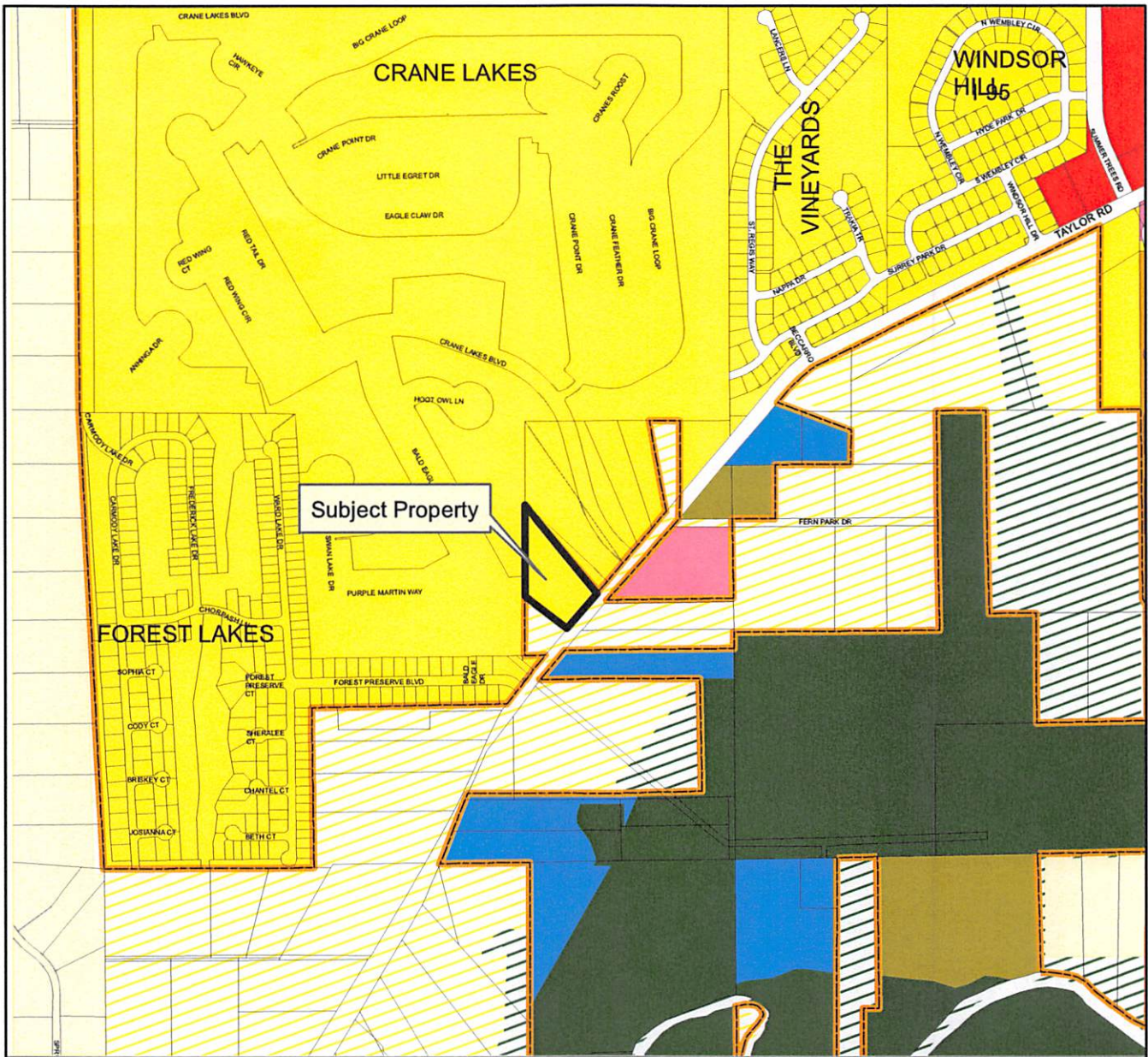
EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1: COMMENCING AT THE NORTHWEST CORNER OF THE N.E. 1/4 OF THE S.E. 1/4 OF SECTION 24, TOWNSHIP 16 SOUTH, RANGE 32 EAST; THENCE SOUTH ALONG THE WESTERLY LINE THEREOF, A DISTANCE OF 752.09 FEET TO THE PLACE OF BEGINNING; THENCE SOUTH 45 DEGREES, 30 MINUTES, 20 SECONDS, EAST, A DISTANCE OF 659.23 FEET TO A POINT IN THE WESTERLY LINE OF SAMSULA PORT ORANGE ROAD (NOW TAYLOR ROAD); THENCE SOUTH 39 DEGREES, 53 MINUTES, WEST ALONG THE WESTERLY LINE OF SAID SAMSULA PORT ORANGE ROAD, A DISTANCE OF 200.0 FEET; THENCE NORTH 51 DEGREES, 09 MINUTES, WEST, A DISTANCE OF 439.18 FEET; THENCE NORTH 340.0 FEET TO THE PLACE OF BEGINNING.

PARCEL 2: COMMENCING AT THE NORTHWEST CORNER OF THE N.E. 1/4 OF THE S.E. 1/4 OF SECTION 24, TOWNSHIP 16 SOUTH, RANGE 32 EAST; THENCE SOUTH ALONG THE WESTERLY LINE THEREOF, A DISTANCE OF 524.53 FEET TO THE PLACE OF BEGINNING; THENCE SOUTH 41 DEGREES, 05 MINUTES, 20 SECONDS, EAST, A DISTANCE OF 813.09 FEET TO A POINT IN THE WESTERLY LINE OF THE SAMSULA PORT ORANGE ROAD, NOW KNOWN AS TAYLOR ROAD; THENCE SOUTH 39 DEGREES, 53 MINUTES, WEST, ALONG THE WESTERLY LINE OF SAID TAYLOR ROAD, A DISTANCE OF 100 FEET; THENCE NORTH 45 DEGREES, 30 MINUTES, 20 SECONDS, WEST, A DISTANCE OF 659.23 FEET; THENCE NORTH 227.56 FEET TO THE PLACE OF BEGINNING.

EXHIBIT "B"



- | | | |
|---------------------------------------|---|-----------------------------------|
| Public/Institutional | Urban Medium Density Residential (4-8 Units/Acre) | VC RURAL |
| Conservation | Office/Residential Transition (Up to 10 Units/Acre) | VC URBAN LOW DENSITY |
| Rural Transition (0-2 Units/Acre) | Commercial | VC ENVIRONMENTAL SYSTEMS CORRIDOR |
| Suburban Residential (2-4 Units/Acre) | | |



Future Land Use

CITY OF PORT ORANGE

DEPARTMENT OF COMMUNITY DEVELOPMENT





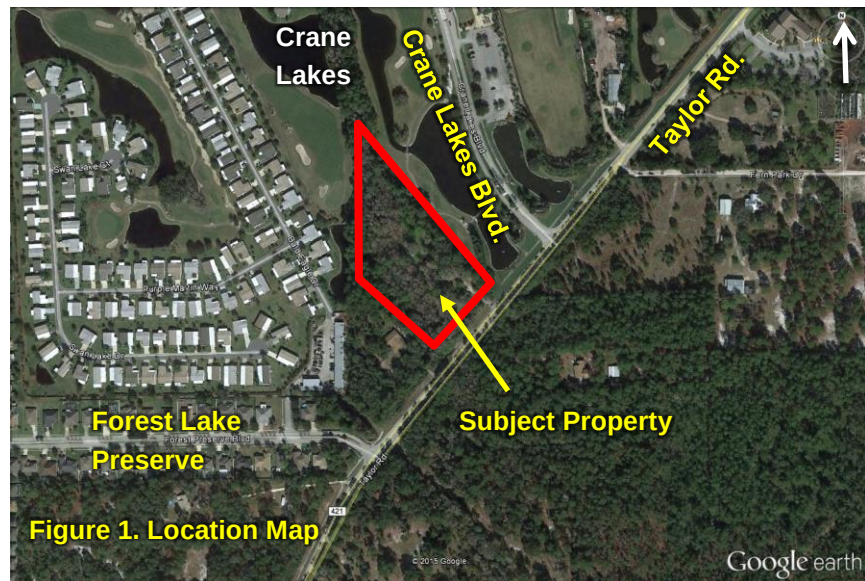
STAFF REPORT

Small-Scale Comprehensive Plan Future Land Use
Amendment/Crane Lakes Addition
CASE NO. 15-20000001

REQUEST:	Change the Comprehensive Plan Future Land Use (FLU) designation for ± 5 acres from Volusia County <i>Urban Low Intensity (ULI)</i> to City of Port Orange <i>Suburban Residential</i> (2-4 units/acre).
LOCATION:	1780 Taylor Rd. (Figure 1 - Location Map)
OWNER/APPLICANT:	CLGC Enterprises, LLC
STAFF CONTACT:	Penelope Cruz, Principal Planner (386) 506-5671
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION:	Approved
CITY COUNCIL DATE:	December 1, 2015

INTRODUCTION

The proposed amendment is to change the Future Land Use (FLU) designation for ± 5 acres from Volusia County *Urban Low Intensity (ULI)* to City of Port Orange *Suburban Residential* (2-4 units/acre). The ± 5 -acre amendment area is located on the north side of Taylor Road, southwest of the existing entrance to Crane Lakes.



DISCUSSION

The following discussion will examine the proposed amendment, the impacts of the proposed amendment, and the existing environmental conditions.

PROPERTY OVERVIEW

The property is currently developed with a single-family home and various accessory structures. The property owner has applied to annex the subject property into the City of Port Orange, change the Future Land Use (FLU) to a City designation, and rezone the property to add it into the Crane Lakes Planned Unit Development (PUD). If approved, the property owner intends to develop the property with 8 mobile home sites, a secondary access drive off Taylor Road for employees and service trucks, storage areas for materials associated with the golf course, and pickle ball courts for residents of Crane Lakes.

Table 1. Surrounding Land Uses and Zoning

Direction	Existing Land Use	FLU Designation	Zoning District
North	Residential mobile home park/golf course	Suburban Residential	Crane Lakes PUD
South	vacant	Public/Institutional, Volusia County ULI	Volusia County RC and A-2
East	Residential mobile home park/golf course, vacant	Suburban Residential	Crane Lakes PUD
West	residential	Suburban Residential, Volusia County ULI	Forest Lake Preserve PUD, Volusia County A-2

The current adopted and proposed FLU designation for the subject property and the current FLU designation of the adjacent properties is identified on **Exhibit A**. The current zoning classification of the subject property (Volusia County A-2) and the adjacent properties is identified on **Exhibit B**.

PROPOSED AMENDMENT

The proposed amendment is to change the FLU designation for ±5 acres from Volusia County *Urban Low Intensity (ULI)* to City of Port Orange *Suburban Residential (2-4 units/acre)*. The following tables identify the current adopted and proposed FLU designations by acreage (Table 2) and maximum allowable density/intensity (Table 3).

Table 2. Current & Proposed Future Land Uses – Acreage by Category

	Current FLU (acres)	Proposed FLU (acres)	Net Change in FLU (acres)
Volusia County Urban Low Intensity (0.2-4 units/acre)	5	0	- 5
City of Port Orange Suburban Residential (2-4 units/acre)	0	5	+5
TOTAL ACREAGE	5	5	0

Table 3. Current & Proposed Future Land Uses – Maximum Density/Intensity by Category

	Current FLU	Proposed FLU	Net Change in FLU
	[theoretical max dwelling units (DU)/sq.ft.]*		
Volusia County Urban Low Intensity (0.2-4 units/acre)	20	0	-20
City of Port Orange Suburban Residential (2-4 units/acre)	0	20	+20
TOTAL	20	20	0

*Based upon the theoretical maximum development potential allowed by the FLU. The Applicant is proposing 8 residential units per the First Amendment to the Amended and Restated Crane Lakes PUD MDA.

INFRASTRUCTURE IMPACT ASSESSMENT

In accordance with standard practice from the Florida Department of Economic Opportunity (DEO) and other review agencies, an impact comparison analysis of the proposed amendment has been completed based upon the theoretical maximum development potential under the currently adopted future land use designation versus the proposed designation. The following seven public facilities and services were examined (Table 4):

- | | |
|-------------------|------------------------|
| 1. Transportation | 5. Stormwater Drainage |
| 2. Sanitary Sewer | 6. Recreation |
| 3. Potable Water | 7. Schools |
| 4. Solid Waste | |

Table 4. Impact Analysis (Theoretical Max.)

Development Variable	Current Future Land Use	Proposed Future land Use	Net Change
Residential Units	20	20	0
Population ¹	45	45	0
P.M. Peak Hour Trips/Daily Trips ²	20/190	20/190	0
Sanitary Sewer (gallons/day) ³	3,200	3,200	0
Potable Water (gallons/day) ⁴	3,600	3,600	0
Solid Waste (lbs./day) ⁵	144	144	0
Stormwater Drainage ⁶	-	-	-
Recreation/Open Space ⁷	0.3	0.3	0

Notes:

- | | |
|-------------------------|--|
| 1. Population: | 2.25 persons per household (per 2010 Census) |
| 2. Transportation: | 1.02 PM peak hour trip per unit; 9.52 daily trips per unit; Single-family (210), ITE Trip Generation Manual, 9 th Edition |
| 3. Sanitary Sewer: | 160 gallons per day per Equivalent Residential Unit; 1/10 gallon per square foot per day of non-residential development |
| 4. Potable Water: | 180 gallons per day per Equivalent Residential Unit; 1/10 gallon per square foot per day of non-residential development |
| 5. Solid Waste | 3.21 pounds per person per day; 10 lbs. per 1,000 square feet of non-residential development per day |
| 6. Stormwater Drainage: | LOS standard = 25 year, 24 hour event. Drainage system will be designed to meet the requirements of the Land Development Code. |
| 7. Rec. & Open Space: | 7 acres/1,000 persons (0.007 acres/person) |

The amendment results in no new impacts to public infrastructure because the current and proposed FLU designations allow the same theoretical maximum density.

TRANSPORTATION

There is no change in trip generation or Vehicle Miles Traveled (VMT) from the current to the proposed FLU designation. Based on the ITE Trip Generation Manual, 9th Edition, the projected maximum trip generation potential under the current and proposed FLU is 190 daily trips and 20 P.M. peak hour trips. There are no deficiencies

on the existing and future roadway network in this area in the short term (2015) or the long-term (2025).

SANITARY SEWER

The City has available sewer capacity to accommodate the proposed land use change. The City's adopted level-of-service (LOS) standard for sanitary sewer is 160 gallons per day per Equivalent Residential Unit (ERU) and 1/10 gallon per square foot per day of non-residential development. Using this standard, the current and proposed FLU designations would theoretically generate the same amount of waste water per day.

POTABLE WATER

The City has available well and Consumptive Use Permit (CUP) capacity to serve the proposed land use change (**Exhibit C**). The City's adopted LOS standard for potable water is 180 gallons per day per ERU and 1/10 gallon per square foot per day of non-residential development. Using this standard, the current and proposed FLU designations would theoretically demand the same amount of potable water per day.

SOLID WASTE COLLECTION

There is available capacity at the landfill to address the City's solid waste disposal needs. Solid waste generated within the City of Port Orange is delivered to the Volusia County landfill, a 3,000-acre Class I landfill with a projected life span to the year 2050. The City's collection standard is 1,350 residential units per curbside collection crew, per day, a weight standard of 3.21 pounds per person per day, and 10 lbs. per 1,000 square feet of non-residential development per day. Using this standard, the current and proposed FLU designations would theoretically generate the same amount of solid waste.

STORMWATER DRAINAGE

There is no anticipated impact to the City's drainage system from the proposed land use change. Stormwater management in the City of Port Orange deals with both quality and quantity. The City's adopted LOS standard for stormwater is the 25-year, 24-hour storm event. More specifically, the stormwater facilities must be capable of treating and conveying the runoff from such a storm without causing flooding of adjacent properties or polluting any receiving water bodies. In addition, the Comprehensive Plan and Land Development Code require that there be no net loss of stormwater retention function as a result of development. In other words, a given parcel must have the same ability to store and discharge water after development as it does before development occurs. Any future redevelopment of the property will be required to address stormwater retention on the property in accordance with these City standards.

RECREATION AND OPEN SPACE

There is no impact to the City's recreation facilities with the proposed FLU amendment. According to the City's 2014 Concurrency Management Report, the City has an excess of 81 acres of parkland beyond the currently adopted level-of-service requirements for parkland.

SCHOOLS

In accordance with the county-wide school concurrency requirements, the proposed development of the subject property is exempt from the public school concurrency review because it is part of a 55+ age-restricted development.

ENVIRONMENTAL CONDITIONS

According to the environmental analysis prepared by Environmental Services, Inc. the vegetative communities on the site include upland hardwood and mixed-wetland hardwood. The upland hardwood area is located along the western edge of the property and is consistent with a typical mix forested upland. The eastern upland area is where the existing single-family home is located is classified as developed. The mixed-wetland hardwood habitat is a hydric hammock located in the central portion of the property and bisects the uplands.

The environmental analysis for the site states that no endangered, threatened, or species of special concern were observed within the amendment area or within 25 feet of the property boundaries.

The ±5-acre amendment area includes approximately 1.74-acres of wetlands that traverse a somewhat north to south direction in the central portion of the property. After the environmental analysis was prepared, a second site visit by Environmental Services, Inc. determined that the wetland is no longer draining across Taylor Road to Spruce Creek as it used to, but rather, it pops off and does a 90° turn and goes south down the road. They also stated that the wetlands are of moderate quality based on the Uniform Mitigation Assessment Method (UMAM) for assessing the ecological functions provided by wetlands. Any wetland impacts will require permitting and appropriate mitigation through the St. Johns River Water Management District.

REVIEW CRITERIA AND STAFF FINDINGS

1. *Consistency with the City's Comprehensive Plan.*

Staff finding: The proposed FLU amendment is generally consistent with the pertinent Goals, Objectives, and Policies of the City's Comprehensive Plan. The proposed FLU category meets the locational criteria for the *Suburban Residential* FLU designation of being located in an area between collector and arterial roads and generally located within one mile of a neighborhood or community-level commercial node. All public facilities have adequate capacity to accommodate the proposed amendment.

2. *Compatibility with land use designations for adjacent parcels and neighborhoods.*

Staff finding: The proposed FLU amendment is compatible with the adjacent properties. Compatibility is defined in the Comprehensive Plan as a condition in which dissimilar land uses can co-exist in relative proximity to one another in a stable fashion over time, such that neither use is unduly negatively impacted by the other. The subject property is located adjacent to a principal arterial road (Taylor Rd.) and is surrounded by Crane Lakes Golf Course and mobile home

park to the north and east, a single-family home to the west, and vacant land to the south (across Taylor Rd.)(see Table 1 – page 2).

3. *Impacts on public facilities/infrastructure/services.*

Staff finding: Based on the infrastructure impact analysis, all public facilities have adequate capacity to accommodate the proposed amendment. There is no net change in theoretical impacts between the current and proposed FLU designation on roadways, potable water, sanitary sewer, solid waste, recreation, or public school facilities.

4. *Whether the amendment increases the clearance time for evacuation of the population in the Hurricane Vulnerability Zone above twelve hours.*

Staff finding: The subject property does not lie within the Hurricane Vulnerability Zone. The proposed amendment will not negatively impact the clearance time for evacuation of the population in the Hurricane Vulnerability Zone.

5. *Whether the amendment discourages the proliferation of urban sprawl.*

Staff finding: The proposed amendment will not encourage sprawl. The subject property is adjacent to existing development, with access to existing infrastructure. The amendment area has already been developed with a single-family home and is a request to change the FLU of the property to the City equivalent of the current Volusia County FLU designation.

PUBLIC INPUT:

In June 2015, staff notified the adjacent neighborhood HOA (Forest Lakes Preserve) regarding the proposed amendment and posted the property notifying the public of the proposed amendment.

STAFF RECOMMENDATION

Staff recommends **approval** of the request to change the FLU designation of ±5 acres from Volusia County *Urban Low Intensity (ULI)* to City of Port Orange *Suburban Residential* (2-4 units/acre), subject to the annexation of the property into the City of Port Orange.

ATTACHMENTS:

- Exhibit A – Current and Proposed Future Land Use
- Exhibit B – Current and Proposed Zoning
- Exhibit C – SJRWMD Potable Water Availability Worksheet

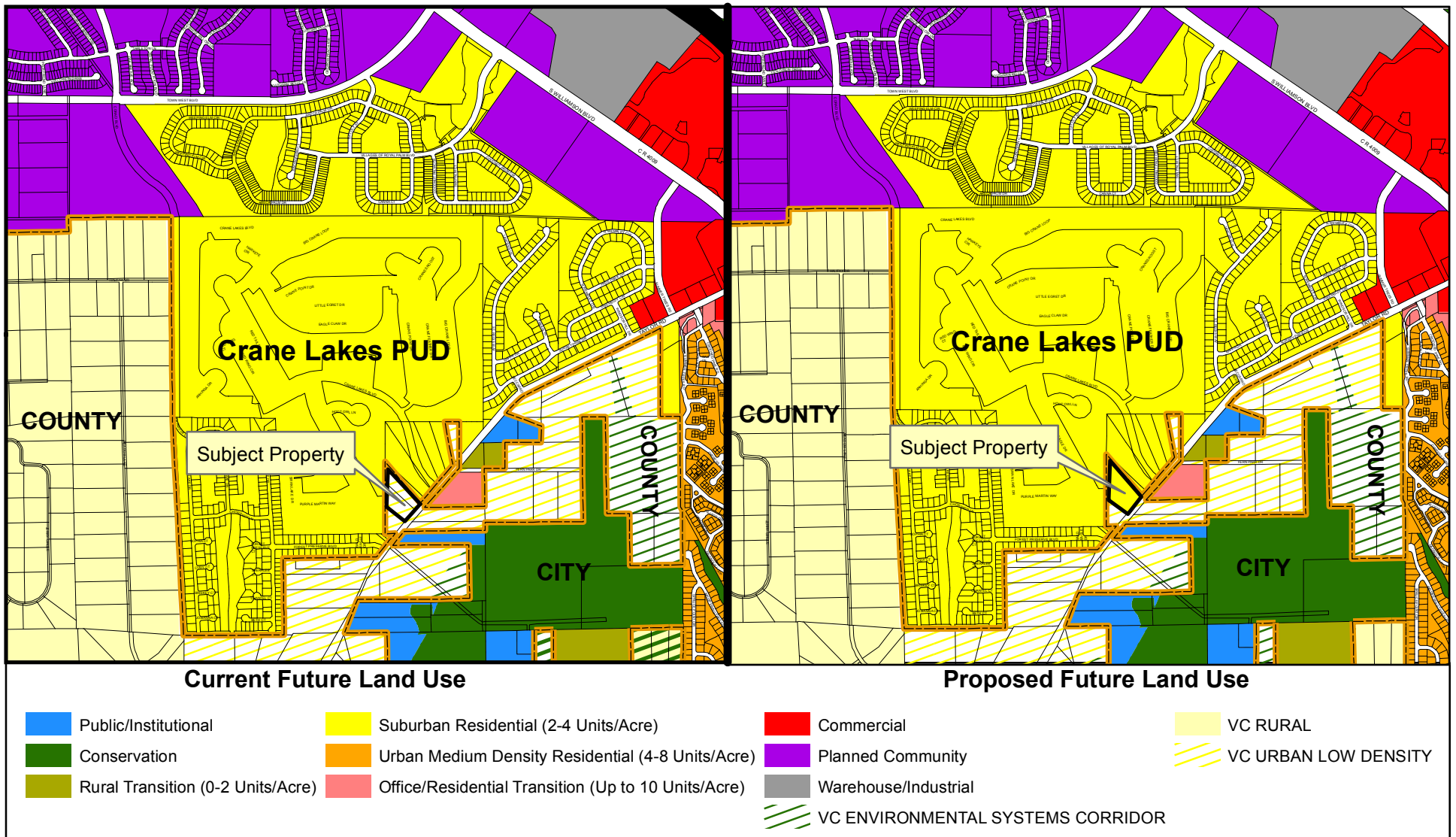


EXHIBIT A

CASE NO. 15-10000001, 15-20000001, and 15-40000002

DEPARTMENT OF COMMUNITY DEVELOPMENT



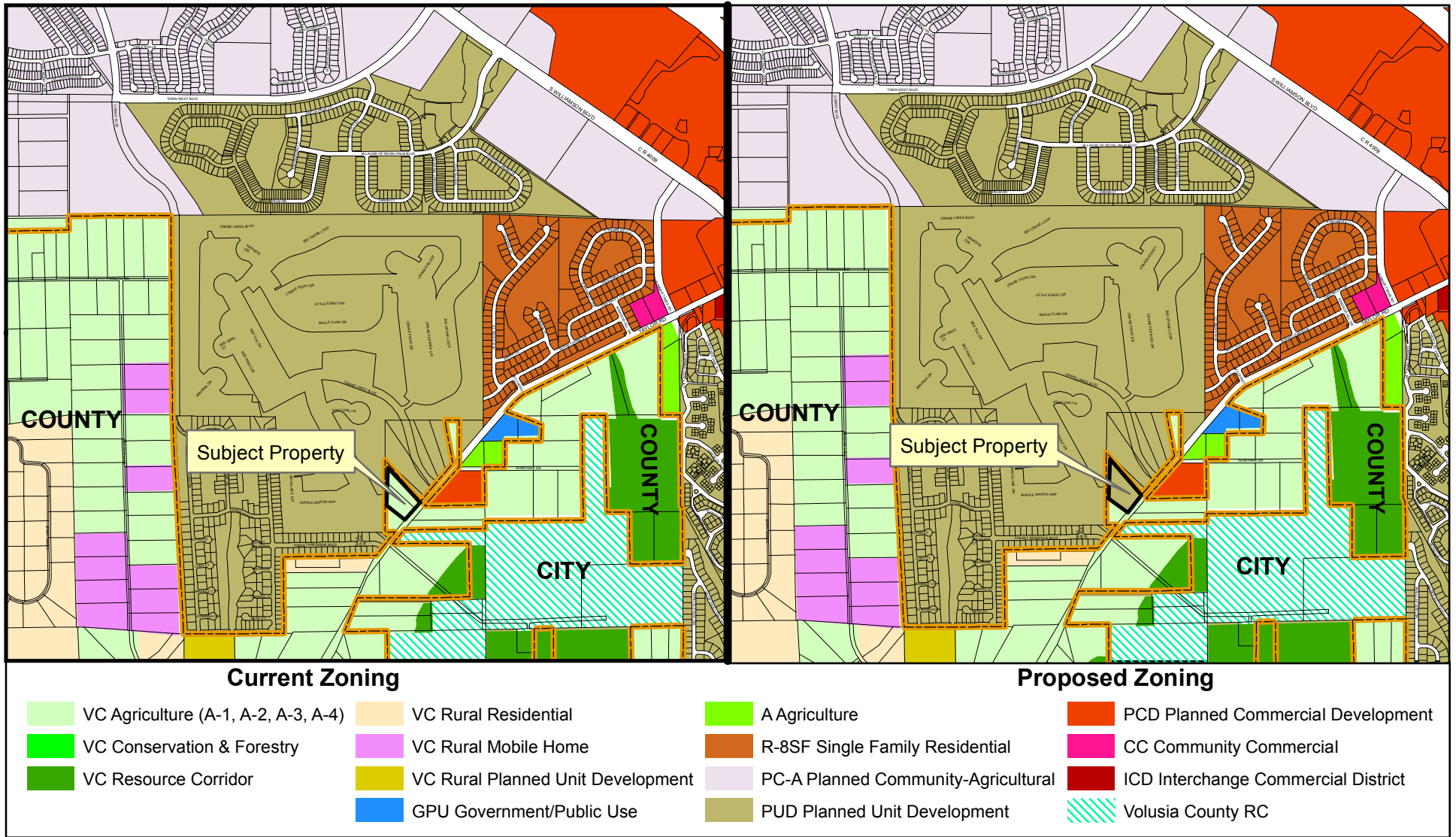


EXHIBIT B

CASE NO. 15-10000001, 15-20000001, and 15-40000002

DEPARTMENT OF COMMUNITY DEVELOPMENT





St. Johns River Water Management District Potable Water Availability Worksheet

This worksheet is for use by local governments submitting comprehensive plan amendments to determine the availability of potable water resources to serve proposed development. Instructions and St. Johns River Water Management District (SJRWMD) staff contact information are attached.

1. General Information

Date: October 12, 2015 Case No. 15-20000001

Contact name: Penelope Cruz Phone: 386-506-5671 E-mail: pcruz@port-orange.org

Local government: City of Port Orange

Potable water supplier: City of Port Orange

2. Infrastructure Information

Water treatment plant permit number: 3641044 Permitting agency: FDEP

Permitted capacity of the water treatment plant(s): 15 million gallons a day (mgd)

Total design capacity of the water treatment plant(s): 15 mgd

Are distribution lines available to serve the property? Yes ☒ No ☐

If not, indicate how and when the lines will be provided: _____

Are reuse distribution lines available to serve the property? Yes ☒ No ☐

If not, indicate if, how and when the lines will be provided: _____

3. SJRWMD Consumptive Use Permit (CUP) Information

CUP number: 8595 Expiration date: 6/1/22

Total CUP duration (years): 20

CUP allocation in last year of permit: 8.97 MGD (annual average)

Current status of CUP: In compliance ☒ Not in compliance ☐

Allocations to other local governments: Ponce Inlet as a whole sale customer; Daytona Beach Shores & Volusia County are partially served as retail customers; No specific water usage amount has been recorded or agreed for these local governments

Reserved capacity: 0.05 MGD (Based on a estimated 257 ELUs that are permitted but unbuilt at 180 GPD/ELU.) Total committed capacity built and unbuilt is 7.01 MGD - based on 38,945 ELUs at 180 GPD/ELU.

4. Consumptive Use Analysis

Designate mgd ☒ or mgy ☐

A. Current year CUP allocation: 8.38

B. Consumption in the previous calendar year: 5.94

C. Reserved capacity ☐ or growth projection ☒ (check the one used): 0.18

D. Projected consumption by proposed comprehensive plan amendment areas 0

E. Amount available for all other future uses (A - B - C - D = E): 2.26

If the amount in E is zero or a negative number, explain how potable water will be made available for future uses: Please note for "C" - the growth projection is based a historical growth rate of 0.15 MGD - 0.18 MGD calculated from monthly operating reports data (MORs, DEP form 17.1.122 (40)) of the City's Garnsey Water Plant.

This worksheet is available electronically at http://www.sjrwmd.com/programs/outreach/local_gov/



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 12/01/2015

Consent item: No

SUBJECT: First Reading - Ordinance No. 2015-43 – Rezoning and 1st Amendment to the Amended and Restated Master Development Agreement (MDA) and Conceptual Development Plan (CDP) for the Crane Lakes Planned Unit Development (PUD).
CASE NO. 15-40000002

DEPARTMENT: Community Development

GOAL: 2 - Quality of Life

OBJECTIVE: N/A

RECOMMENDED MOTION: Move to approve Ordinance No. 2015-43, to rezone ±5 acres from Volusia County R-2 to City of Port Orange Planned Unit Development (PUD) and approve the 1st Amendment to the Amended and Restated Crane Lakes Planned Unit Development Master Development Agreement (MDA) and Conceptual Development Plan (CDP).

SUMMARY: Planning Commission Action (10/22/15): Recommended Approval

The applicant is requesting to rezone ±5 acres from Volusia County R-2 to City of Port Orange Planned Unit Development (PUD) and approval of the 1st Amendment to the Amended and Restated Master Development Agreement (MDA) and Conceptual Development Plan (CDP) for the Crane Lakes PUD.

If approved, the 1st Amendment will expand the Crane Lakes PUD and provide the regulatory framework for developing the ±5 acres added to the PUD. The proposed improvements in the expansion area include a secondary access drive off Taylor Road for only employees and service trucks, eight mobile home sites, storage areas for materials associated with the golf course, pickle ball courts, and associated infrastructure and stormwater improvements.

The Crane Lakes PUD is located on the north side of Taylor Road, between the Forest Lakes Preserve and the Vineyards subdivisions. The staff report is attached for more information.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Ord. No. 2015-43	Ord. No. 2015-43.pdf
2.	Staff Report	CC Staff Report_Crane Lakes addition_rezoning_MDA

	Amendment.pdf
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Cruz, Penelope	Created/Initiated - 11/13/2015
Burman, Tim	Approved - 11/13/2015
Roberts, Margaret	Approved - 11/19/2015
Johansson, M. Jake	Final Approval - 11/19/2015

ORDINANCE NO. 2015-43

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, REZONING PROPERTY CONSISTING OF APPROXIMATELY ± 5 ACRES ADJOINING THE CRANE LAKES DEVELOPMENT FROM VOLUSIA COUNTY R-2 TO CITY OF PORT ORANGE PLANNED UNIT DEVELOPMENT (PUD) AND APPROVING THE FIRST AMENDMENT TO THE AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT (MDA) AND CONCEPTUAL DEVELOPMENT PLAN (CDP) FOR THE CRANE LAKES PLANNED UNIT DEVELOPMENT (PUD); PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the property owner has requested the rezoning of the property consisting of approximately ± 5 acres from Volusia County R-2 to City of Port Orange Planned Unit Development (PUD); and

WHEREAS, the City and Developer desire to amend the Amended and Restated MDA Agreement (the "MDA") recorded in Official Records Book 6030 Page 3338, the Public Records of Volusia County, Florida; and

WHEREAS, the developer submitted a request to the Planning Commission to approve the First Amendment to the Amended and Restated Crane Lakes a Residential PUD Master Development Agreement; and

WHEREAS, a public hearing was held following public notice as prescribed by ordinance; and

WHEREAS, the Planning Commission has by a majority vote recommended approval of the proposed First Amendment to the Amended and Restated Crane Lakes a Residential PUD Master Development Agreement subject to resolution of outstanding staff comments; and

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

Section 1. The City Council of the City of Port Orange does hereby rezone the property consisting of approximately ± 5 acres located at 1780 Taylor Road and 1850 Crane Lakes Boulevard described in **Exhibit "1"**, attached hereto, from Volusia County R-2 to City of Port Orange PUD.

Section 3. The City Council of the City of Port Orange does hereby approve, authorize and direct the revision of the City's Official Zoning Atlas classification as shown on **Exhibit "2"** attached hereto.

Section 4. The City Council of the City of Port Orange does hereby approve the First Amendment to the Amended and Restated Crane Lakes a Residential PUD Master Development Agreement, attached hereto as **Exhibit "3"**.

Section 5. The Mayor and City Manager are hereby authorized to execute said First Amendment to the Amended and Restated Crane Lakes a Residential PUD Master Development Agreement on behalf of the City of Port Orange.

Section 6. All ordinances or resolutions or parts of ordinances or resolutions in conflict with the provisions of 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, 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 8. This ordinance shall become effective immediately upon adoption.

MAYOR ALLEN GREEN

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the day of

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

Reviewed and Approved: _____
City Attorney

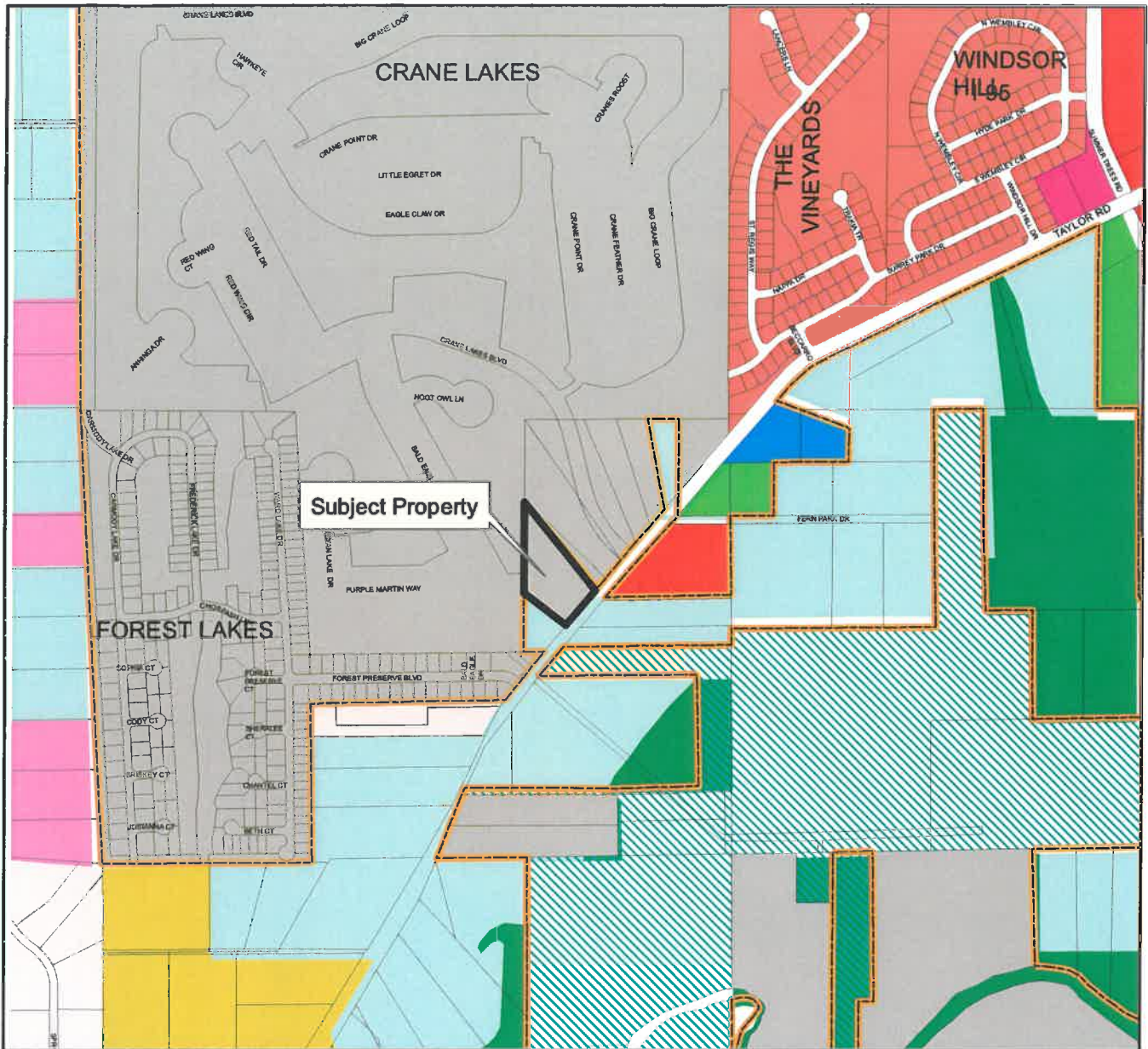
EXHIBIT "1"

LEGAL DESCRIPTION

PARCEL 1: COMMENCING AT THE NORTHWEST CORNER OF THE N.E. 1/4 OF THE S.E. 1/4 OF SECTION 24, TOWNSHIP 16 SOUTH, RANGE 32 EAST; THENCE SOUTH ALONG THE WESTERLY LINE THEREOF, A DISTANCE OF 752.09 FEET TO THE PLACE OF BEGINNING; THENCE SOUTH 45 DEGREES, 30 MINUTES, 20 SECONDS, EAST, A DISTANCE OF 659.23 FEET TO A POINT IN THE WESTERLY LINE OF SAMSULA PORT ORANGE ROAD (NOW TAYLOR ROAD); THENCE SOUTH 39 DEGREES, 53 MINUTES, WEST ALONG THE WESTERLY LINE OF SAID SAMSULA PORT ORANGE ROAD, A DISTANCE OF 200.0 FEET; THENCE NORTH 51 DEGREES, 09 MINUTES, WEST, A DISTANCE OF 439.18 FEET; THENCE NORTH 340.0 FEET TO THE PLACE OF BEGINNING.

PARCEL 2: COMMENCING AT THE NORTHWEST CORNER OF THE N.E. 1/4 OF THE S.E. 1/4 OF SECTION 24, TOWNSHIP 16 SOUTH, RANGE 32 EAST; THENCE SOUTH ALONG THE WESTERLY LINE THEREOF, A DISTANCE OF 524.53 FEET TO THE PLACE OF BEGINNING; THENCE SOUTH 41 DEGREES, 05 MINUTES, 20 SECONDS, EAST, A DISTANCE OF 813.09 FEET TO A POINT IN THE WESTERLY LINE OF THE SAMSULA PORT ORANGE ROAD, NOW KNOWN AS TAYLOR ROAD; THENCE SOUTH 39 DEGREES, 53 MINUTES, WEST, ALONG THE WESTERLY LINE OF SAID TAYLOR ROAD, A DISTANCE OF 100 FEET; THENCE NORTH 45 DEGREES, 30 MINUTES, 20 SECONDS, WEST, A DISTANCE OF 659.23 FEET; THENCE NORTH 227.56 FEET TO THE PLACE OF BEGINNING.

EXHIBIT "2"



- | | | |
|---------------------------------|------------------------------------|-----------------------------------|
| GPU Government/Public Use | PCD Planned Commercial Development | VC Resource Corridor |
| A Agriculture | CC Community Commercial | VC Rural Residential |
| R-8SF Single Family Residential | Volusia County RC | VC Rural Mobile Home |
| PUD Planned Unit Development | VC Agriculture | VC Rural Planned Unit Development |
| | VC Conservation & Forestry | |



Zoning
CITY OF PORT ORANGE
DEPARTMENT OF COMMUNITY DEVELOPMENT

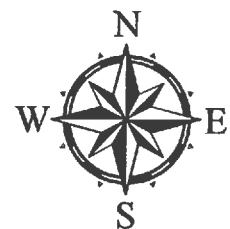


EXHIBIT "3"

FIRST AMENDMENT TO THE AMENDED AND RESTATED CRANE LAKES A RESIDENTIAL PUD MASTER DEVELOPMENT AGREEMENT.

This Agreement, is entered into by and between the City of Port Orange, a Florida municipal corporation whose address is 1000 City Center Circle, Port Orange, FL 32129 (hereinafter the "City") and Crane Lakes, Inc., a Florida Corporation, the general partner of Becks Farm, LTD, a Florida Limited Partnership whose address is 125 N. Ridgewood Avenue, Daytona Beach, FL 32114, (the "Developer") and CLGC Enterprises, LLC, a Florida Limited Liability Company whose address is 125 N. Ridgewood Avenue, Daytona Beach, FL 32114, (the "Owner") and Crane Lakes Golf Course Inc. a Florida Corporation whose address is 125 N. Ridgewood Avenue, Daytona Beach, FL 32114 (the "Golf Course Owner") shall constitute the first amendment to the Amended and Restated Crane Lakes a Residential PUD Master Development Agreement hereinafter referred to the First Amendment.

WHEREAS, The Developer developed certain real property (the "Property") located in Port Orange, Florida more particularly described in **Exhibit "A"**, as a residential community known as Crane Lakes.

WHEREAS, The City and Developer previously entered into the Amended and Restated MDA Agreement (the "MDA") recorded in Official Records Book 6030 Page 3338, the Public Records of Volusia County Florida which included the Property.

WHEREAS, the Owner recently purchased an additional 5.07 acres of land immediately adjacent and contiguous to the above referenced Property more particularly described as **Exhibit "B"** and desires to incorporate this land (the "Annexed Property") into this Agreement.

WHEREAS, the City, Developer, the Owner and the Golf Course Owner agree to further amend the MDA Agreement by this First Amendment and incorporate the Annexed Property into the development.

NOW THEREFORE, the City and the Owner hereby agree as follows:

1. This First Amendment complies with the City's Comprehensive Plan 2010-225.
2. MDA Agreement, Section 3 : This section shall be amended by adding the following paragraph:
 - C. In addition to the existing Conceptual Development Plan which has been complied with, the Owner shall be entitled to construct and develop the Annexed Property consistent with the conceptual plan attached hereto as "**Exhibit C**". Moreover, additional employee parking shall be provided at the existing maintenance building.

3. MDA Agreement, Section 4: This section shall be amended by adding the following paragraph:

Section 4(A)(3): The Annexed Property shall include uses as eight (8) single family residential lots, a screened storage yard and facility for the mobile home community and golf course, recreational facilities, parking and other infrastructure. All buildings, including but not limited to, the proposed storage buildings shall maintain and comply with the architectural requirements of the Amended and Restated MDA or the LDC. All utilities serving the annexed property shall be designed and constructed according to City requirements and dedicated to the City upon completion and acceptance. Furthermore, all stormwater shall be maintained by the Master Association.

Section 4(D): The maximum number of dwelling units shall be amended from 810 to 814 units.

Section 4(D)(11): This section shall be amended by adding: An additional monument sign consistent with the LDC shall be permitted at the entrance depicted on the conceptual plan (Ex. "C") for the Annexed Property.

4. MDA Agreement, Section 7(B)(1): This section shall be amended by adding: An additional ingress/egress shall be permitted approximately 500 feet southwest of the main entrance and as generally depicted on Exhibit "C". The additional ingress/egress shall be privately owned and maintained with an easement granted to the City for access of emergency vehicles and government services including maintenance and operation of public utilities. Moreover, the additional ingress/egress shall be gated and may only be used by employees or delivery vehicles associated with the golf course and as an emergency secondary access for residents.

5. CONFORMANCE WITH LAWS

The Owner agrees:

1. To develop and maintain the Property and the Annexed Property according to all regulations of the City to the extent those regulations are not inconsistent with the Plan for the Property.
2. To be bound by all City codes and ordinances that are not in conflict with the provisions of the Amended and Restated MDA.

6. ENFORCEABILITY: If any provision of this Amendment is held by a court of competent jurisdiction to be invalid or otherwise unenforceable, such holding shall not affect the validity or enforceability of any other provision of this Amendment unless the holding so states.
7. PRIOR AGREEMENTS: The Amended and Restated Crane Lakes Residential PUD Master Development Agreement recorded in O.R. Book 6030, Page 338, shall continue in full force and effect except with respect to those matters specifically amended by this

First Amendment. With respect to those matters specifically amended, this First Amendment shall govern.

8. POLICE POWER: Nothing contained in this Amendment shall be construed as a waiver of or contract with respect to the regulatory and permitting authority of the City as it now or hereafter exists under applicable laws, rules and regulations. Further, nothing contained in this Amendment shall be construed as a waiver of the attempted waiver by the City of its sovereign immunity under the constitution and laws of the State of Florida.

9. EFFECTIVE DATE AND EXPIRATION.

(A) This Agreement shall be effective upon recording by the City at the Owner's expense in the public records of Volusia County, Florida. The Second Reading of the Ordinance for re-zoning of any land to the PUD district shall not take place until the Owner has provided an executed copy of the MDA to the City Clerk addressing all issues discussed prior to the scheduled Second Recording. If there are no additional requirements, corrections or conditions attached by the City Council at the Second Reading, the Agreement shall be signed by the Mayor and City Clerk and recorded.

(B) Development of the Property as shown in the First Amendment to the Amended and Restated Crane Lakes PUD shall commence within five (5) years from the effective date of this Agreement and it shall be completed within ten (10) years from the effective date unless it is extended by mutual agreement of the parties. Failure to comply with the established schedule shall cause the Agreement to lapse. The term "Development" shall have the meaning as set forth in the LDC.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Amendment to the MDA Agreement by and through their duly authorized representatives, on the respective dates below.

WITNESSES:

**CITY OF PORT ORANGE, a Florida
Municipal Corporation**

Printed Name

By: _____
Allen Green, Mayor

Printed Name

Printed Name

Attest _____
Robin L. Fenwick, CMC, City Clerk

Printed Name

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Allen Green, Mayor of the CITY OF PORT ORANGE, FLORIDA, a Florida Municipal Corporation, on behalf of the City. He is personally known to me and did not take an oath.

Notary Public, State of Florida at Large
Printed Name, Commission Seal and Term Expiration Date

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Robin L. Fenwick, CMC, City Clerk, of the CITY OF PORT ORANGE, FLORIDA, a Florida Municipal Corporation, on behalf of the City. She is personally known to me and did not take an oath.

Notary Public, State of Florida at Large
Printed Name, Commission Seal and Term Expiration Date

DEVELOPER:

WITNESSES:

Becks Farm, LTD, a Florida Limited Partnership

Printed Name: _____

By: Becks Farm , LTD, a Florida Limited Partnership

Printed Name: _____

By: Crane Lakes, Inc., a Florida Corporation,
its general partner

By: _____
Berrien Becks, Jr, President of Crane Lakes, Inc.

Date: _____, 2015

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____ 2015, by Berrien Becks, Jr, the President of Crane Lakes, Inc., a Florida Corporation, the general partner of Becks Farm, LTD, a Florida Limited Partnership. He ☐ is personally known to me OR ☐ produced _____ as identification.

Notary Public, State of Florida at Large
Printed Name, Commission Seal and Term Expiration Date

OWNER:

CLGC Enterprises, LLC. a Florida Limited Liability Company

By: _____
John Schnebly, Sr., Manager

Date: _____, 2015

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____ 2015, by John Schnebly, Sr, the Manager of CLGC Enterprises, LLC a Florida Limited Liability Company. He ☐ is personally known to me OR ☐ produced _____ as identification.

Notary Public, State of Florida at Large
Printed Name, Commission Seal and Term Expiration Date

GOLF COURSE OWNER:

Crane Lakes Golf Course Inc., a Florida
Corporation:

By: _____

Print Name: _____

Date: _____, 2015

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of
_____ 2015, by _____, as _____ of Crane Lakes Golf Course,
Inc., a Florida Corporation. He ☐ is personally known to me OR ☐ produced _____
_____ as identification.

Notary Public, State of Florida at Large
Printed Name, Commission Seal and Term Expiration Date

DESCRIPTION

PLAT 25, SECTION 24, AT THE NORTHWEST CORNER OF THE E. 1/4 OF THE S. 1/4 OF SECTION 24, TOWNSHIP 16 SOUTH, RANGE 3 EAST, THENCE SOUTH 51.14° OF THE WESTLY LINE, THEREOF, A DISTANCE OF 522.53 FEET TO THE PLACE OF BEGINNING, THENCE SOUTH 41 DEGREES 05 MINUTES, EAST, A DISTANCE OF 813.09 FEET TO A POINT IN THE WESTLY LINE OF THE MINERAL POINT CEMETERY ROAD, NOW KNOWN AS TAYLOR ROAD, THENCE SOUTH 36 DEGREES 53 MINUTES, WEST, ALONG THE WESTLY LINE OF SAID TAYLOR ROAD, A DISTANCE OF 180 FEET, THENCE NORTH 43 DEGREES, 30 MINUTES, WEST, A DISTANCE OF 635.32 FEET, THENCE NORTH 27.28 FEET TO THE PLACE OF BEGINNING.

[illegible]

NUMBER OF LOTS TO BE ACQUIRED IS FIFTEEN (15) - 500 PWS PER
ACRE/LOT. POSITIVELY ASSURED - 120 DAILY/ACRE
PAVED AREA NEEDED 1/2 ACRES
AREA IN LITTLE L/2 ACRES
THE PRESERVATION AREA PWS NO CURED
WATER FOR AREA ACQUIRED TO PWS
9 RESIDENTIAL, MODERN HOMES
2 INDUSTRIAL, CHEMISTS WITH PARKING
3000 SF. STORMWATER COLLECTION
WATERLOO, STORMWATER AREA 1700 GOLF COURSE
THE PRESERVATION
CONSERVED LAND SYSTEM
DEVELOPED EDUCATOR ACCESS BROWNSWAY
DRAINAGE LAND SYSTEM

ZONING: PUJ

LAKE

ZCNING, R-8S

ZCONING GPU

[illegible]

SOILS MAR

SCALE: 1" = 200'

04/06/2017 1:56 PM

EXHIBIT "A"
OVERALL
CONCEPTUAL
DEVELOPMENT
PLAN

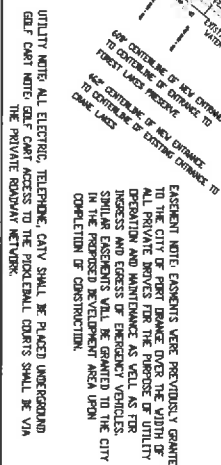
CRANE LAKES
MODIFICATION OF P.U.D.

JERRY K. FINLEY

10-06-2015

FINLEY ENGINEERING GROUP
 CERTIFICATE OF AUTHORIZATION NUMBER 8081
 5531 South Ridgewood Avenue, Unit 1
 Port Orange, Florida 32127
 (386)756-8676
 EMAIL: JFINLEY@FINLEYENGINEERS.COM

NOL	DATE	DESCRIPTION
1	6-28-15	PLD MODIFICATION
2	8-28-15	RESUBMIT PLD MODIF.
3	12-8-13	RESUBMIT PLD MODIF.



10-06-2015
JERRY K. TOLSTY
P.E. # 29909

FINLEY ENGINEERING GROUP
 CERTIFICATE OF AUTHORIZATION NUMBER 0001
 5531 South Ridgewood Avenue, Unit 1
 Port Orange, Florida 32127
 (386)756-8676
 EMAIL: JFINLEY@FINLEYENGINEERING.COM

NIL	DATE	DESCRIPTION
2	8-28-81	RECEIVED PUG HUNT
7	10-8-81	RECEIVED PUG HUNT



STAFF REPORT

Rezoning and 1st Amendment to the Amended and Restated
Crane Lakes PUD MDA and CDP
CASE NO. 15-40000002

REQUEST:	Rezone ±5-acres from Volusia County R-2 to Planned Unit Development (PUD) and approve the First Amendment to the Amended and Restated Crane Lakes PUD Master Development Agreement (MDA) and Conceptual Development Plan (CDP)
APPLICANTS:	Becks Farm, Ltd., Berrien H. Becks, Sr. and CGLC Enterprises, LLC, John Schnebly, Jr.
PROPERTY OWNERS:	CGLC Enterprises, LLC; Becks Farm, Ltd.; Crane Lakes Golf Course, Inc.
LOCATION:	1780 Taylor Rd. and 1850 Crane Lakes Blvd.
STAFF CONTACT:	Penelope Cruz, Principal Planner (386) 506-5671
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION:	Approved
CITY COUNCIL DATE:	December 1, 2015

INTRODUCTION

The applicants propose to rezone ±5-acres from Volusia County R-2 to Planned Unit Development (PUD) and modify the Amended and Restated Crane Lakes PUD Master Development Agreement (MDA) and Conceptual Development Plan (CDP). If approved, the applicants intended to expand the Crane Lakes PUD. The PUD currently consists of 806 mobile home sites, a golf course, and is accessed off Taylor Road. The proposed improvements in the ±5-acre expansion area

Table 1

	Acres	Mobile Homes
Current PUD	200	806
PUD Expansion	5	8
Total PUD	205	814

include a secondary access drive off Taylor Road for employees and service trucks, eight mobile home sites, storage areas for materials associated with the golf course, and pickle ball courts.

The Crane Lakes PUD is located on the west side of Taylor Road, between the Forest Lakes Preserve and The Vineyards subdivisions. The ±5-acre expansion area is located on the north side of Taylor Road, west of Crane Lakes Boulevard (Figure 1 - Location Map).



CONSISTENCY WITH COMPREHENSIVE PLAN

The applicant has applied to annex the property into the City of Port Orange and change the Future Land Use (FLU) designation from Volusia County *Urban Low Intensity (ULI)* to City of Port Orange *Suburban Residential (2-4 units/acre)*. The proposed rezoning and amendment to the MDA and CDP are consistent with the type of land use and intensity allowed by the City of Port Orange FLU designation.

General infrastructure capacity for the proposed use of the property was evaluated with the FLU amendment (Case No. 15-20000001). A detailed review of water, sewer, reclaimed water, stormwater, and traffic will occur when the site plan is submitted.

DEVELOPMENT PROPOSAL

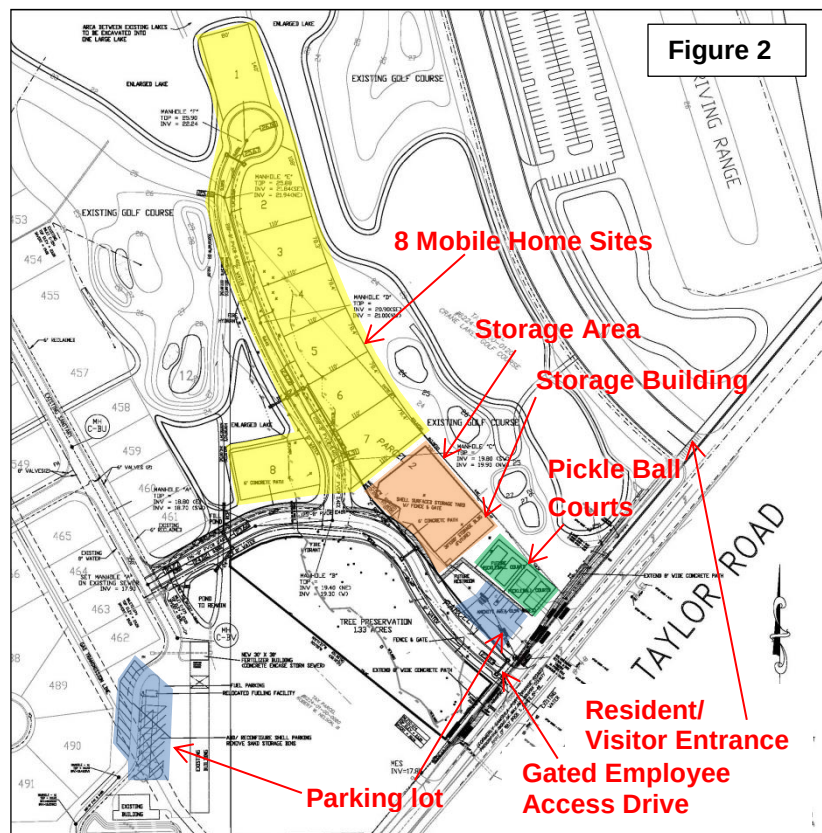
If approved, the First Amendment to the Amended and Restated Cranes Lakes PUD MDA and CDP will provide the regulatory framework for the development of 8 mobile home sites, a secondary access drive off Taylor Road for employees and service vehicles, storage areas for materials associated with the golf course, and pickle ball courts for residents of Crane Lakes. The following discussion will focus on the significant aspects of the proposed MDA and CDP.

General Site Layout

The Conceptual Development Plan (CDP) for this amendment shows the general location of potential buildings and infrastructure (Figure 2 and Exhibit C of the MDA). The general locations of the buildings and site improvements associated with this amendment will comply with the requirements of the Land Development Code (LDC) and the MDA at the time of site plan review.

Parking and Project Access

The proposed development will comply with the parking requirements of the LDC. The total number of parking spaces and the design of the parking lots will be reviewed with the submittal of the site plan. Residents and visitors of Crane Lakes will enter and exit via the existing Crane Lakes Boulevard access point. Employees and service/maintenance vehicles will enter and exit via the gated second driveway located approximately 500 feet southwest of Crane Lakes Boulevard (Figure 2). Taylor Road in



this area is under Volusia County jurisdiction. Specific technical requirements for access must be approved by Volusia County during the site plan review.

Roadway and Sidewalks

All roadways within the property will remain private, consistent with the overall PUD. The 8-foot sidewalk along Taylor Road will also be extended along the frontage of the annexation property.

Traffic

A slight increase in the number of vehicular trips is likely as a result of the proposed development of this property. Based on the ITE Trip Generation Manual, 9th Edition, the proposed development could generate an additional 5 p.m. peak hour trips and an additional 11 daily trips. According to the latest traffic counts for Taylor Road, there is sufficient roadway capacity for the traffic that could be generated by the proposed development of the subject property. The site plan submittal for this property will be required to comply with the concurrency management requirements in the City's LDC.

Roadway Segment	Adopted Level-of-Service Standard	Maximum Capacity	Vehicles per Day	Remaining Capacity
Taylor Rd. (Tomoka farms Rd. to Spruce Creek Blvd.)	E	17,050	7,400	9,650 (57%)
Taylor Rd. (Spruce Creek Blvd. to Crane Lakes Blvd.)	E	17,050	10,400	6,650 (39%)
Taylor Rd. (Crane Lakes Blvd. to Summertrees Rd.)	E	17,050	14,200	2,850 (17%)
Taylor Rd. (Summertrees Rd. to Williamson Blvd.)	E	37,970	14,530	23,440 (62%)

Source: Volusia County 2014 Traffic Counts

Tree Preservation and Landscaping

The proposed development will comply with the tree preservation, landscaping and screening requirements of the LDC. This includes the preservation of 15% of the subject property for the protection of existing trees, the 25-foot buffer along Taylor Road, foundation plantings around buildings, and screening of storage areas, equipment, and parking areas.

Potable Water, Sanitary Sewer, and Reclaimed Water

The proposed development will comply with the requirements of the LDC for improvements related to water, sewer, and reclaimed water. Potable water, sanitary sewer and reclaimed water lines are available within the Crane Lakes development and along Taylor Road.

Stormwater Management

All stormwater will continue to be privately maintained. The drainage areas shown on the CDP will be required to provide adequate stormwater drainage for the ±5-acre addition and maintain stormwater drainage for the existing development. The City's Comprehensive Plan and Land Development Code require that there be no net loss of stormwater retention function as a result of development. In other words, a given parcel must have the same ability to store and discharge water after development as it does before development occurs. Any future development of the subject property will be

required to address stormwater retention on the property in accordance with City standards.

Wetlands

The subject property includes approximately 1.74-acres of wetlands that traverse the central portion of the property. According to the environmental analysis prepared by Environmental Services, Inc. for the PUD amendment, the wetlands are of moderate quality based on the Uniform Mitigation Assessment Method (UMAM) for assessing the ecological functions provided by wetlands. Any wetland impacts will require permitting and appropriate mitigation through the St. Johns River Water Management District.

Architecture

The architecture of the non-residential buildings, accessory structures and screen walls will be designed with a common architectural theme and comply with LDC requirements. A formal review of the architecture design will occur during the site plan review process to verify compliance with the MDA and LDC.

RECOMMENDATION

Staff recommends **approval** of the rezoning to Planned Unit Development and the 1st Amendment to the Amended and Restated Crane Lakes PUD Master Development Agreement and Conceptual Development Plan, subject to the following:

1. Approval of the annexation,
2. Approval of the Future Land Use amendment, and
3. Review and approval of the MDA and CDP by the City Attorney's Office for legal form and content.

ATTACHMENTS

- Exhibit A – Current and Proposed Future Land Use
- Exhibit B – Current and Proposed Zoning
- Exhibit C – 1st Amendment to the Amended and Restated Crane Lakes PUD Master Development Agreement and Conceptual Development Plan (see Ordinance Exhibit)

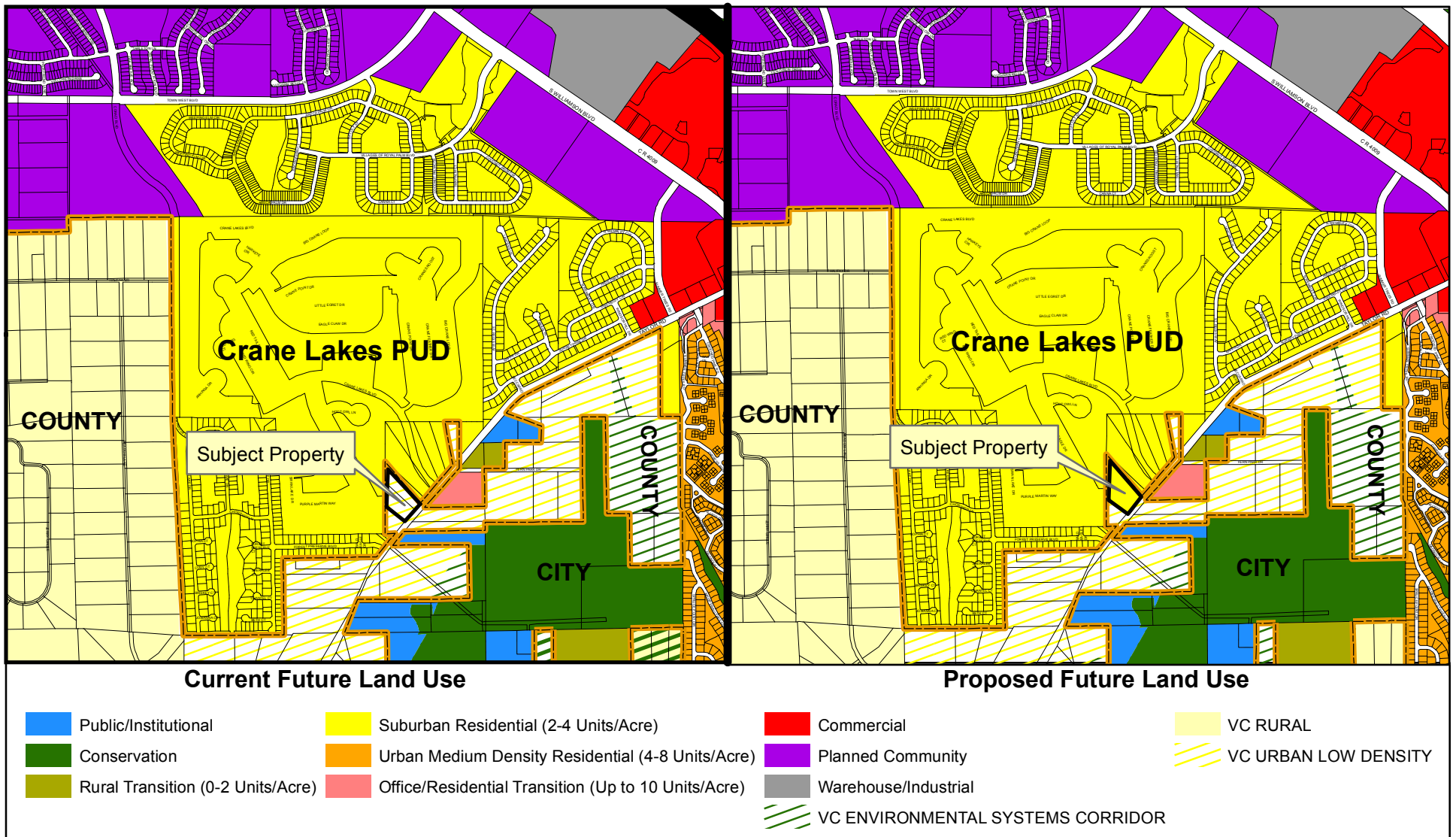


EXHIBIT A

CASE NO. 15-10000001, 15-20000001, and 15-40000002

DEPARTMENT OF COMMUNITY DEVELOPMENT



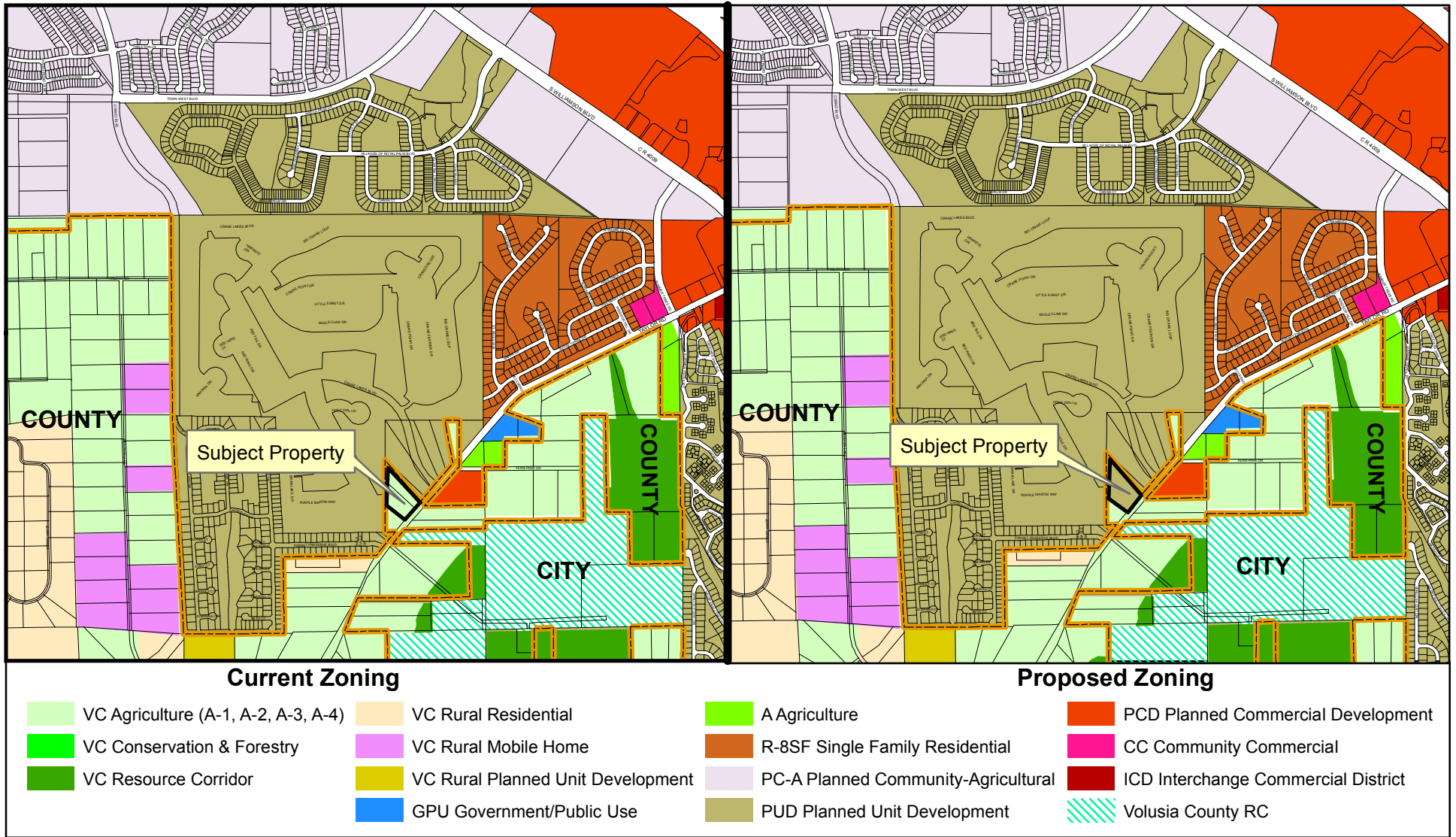


EXHIBIT B

CASE NO. 15-10000001, 15-20000001, and 15-40000002

DEPARTMENT OF COMMUNITY DEVELOPMENT





CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 12/01/2015

Consent item: No

SUBJECT: Special Exception for a Mini-Warehouse Facility at 5811 S. Williamson Blvd. Case no. 15-70000001

DEPARTMENT: Community Development

GOAL: 3 - Economic Development

OBJECTIVE: N/A

RECOMMENDED MOTION: Move to approve the request for a Special Exception for a Mini-warehouse Facility in the Interchange Community Development (ICD) zoning district at 5811 S. Williamson Blvd.

SUMMARY: Planning Commission Action (11/19/15): Recommended Approval

Edward Speno has applied to develop a mini-warehouse facility within the Interchange Community Development (ICD) zoning district. The proposed use would be located on Taylor Road, between the southbound I-95 on ramp and Williamson Boulevard.

If the Special Exception request is approved, the applicant will have to submit a site plan for staff review and the proposed development will be required to meet all architecture, site development and infrastructure requirements of the City's Land Development Code. All of the Special Exception development requirements for the use (parking, traffic, landscaping, location, and architectural) have been met.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Staff Report	Staff Report for Case no. 15-70000001.pdf
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Schmotzer, Melanie
Burman, Tim
Roberts, Margaret
Johansson, M. Jake

Created/Initiated - 11/19/2015
Approved - 11/19/2015
Approved - 11/24/2015
Final Approval - 11/24/2015



STAFF REPORT

Special Exception for a Mini-warehouse Facility in the
Interchange Commercial Development District (ICD)
Case No. 15-70000001

REQUEST:	To operate a mini-warehouse facility at 5811 S. Williamson Boulevard in the ICD Zoning District.
PROPERTY OWNER:	Midwest Transit Inc.
APPLICANT:	Edward J Speno, Preferred Realty, Inc.
LOCATION:	5811 S. Williamson Boulevard (Figure 1)
PLANNING COMMISSION RECOMMENDATION:	Approval
STAFF RECOMMENDATION:	Approval
STAFF CONTACT:	Tim Burman, Planning Manager (386) 506-5675
CITY COUNCIL:	December 1, 2015

CASE BACKGROUND:

Edward Speno has applied to operate a mini-warehouse facility within the Interchange Community Development (ICD) zoning district. The proposed use would be located on Taylor Road, between the southbound I-95 on ramp and Williamson Boulevard. If the Special Exception request is approved, the applicant will have to submit a site plan for staff review and the proposed development will be required to meet all architecture, site development and infrastructure requirements of the City's Land Development Code.



Figure 1. Location Map – 5811 S. Williamson Blvd.

The applicant has proposed a Land Development Code (LDC) amendment to permit, mini-warehouses in the ICD district by Special Exception. The code amendment is being proposed simultaneously with this Special Exception application and must ultimately be approved by Council before this Special Exception request can be approved.

According to the LDC, “a special exception is a use that would not be appropriate without restriction, but which, if controlled as to number, area, location or relation to the surrounding area, would promote the public health, safety and general welfare”. The LDC defines a mini-warehouse as “a self-service storage facility in a building consisting of individual self-contained units of varying size that are leased or owned for the storage of business and household goods, or for contractor’s supplies”.

According to the applicant, the proposed self-storage facility with up to 700 storage cubicles will not be “a typical single-story building with exterior garage doors but a multi-tenant building with an aesthetic design that makes the facility look more like an office building than a storage facility”. In addition, the applicant states that mini-warehouse facilities are now being located in populated and retail-oriented areas for exposure and accessibility (Exhibit A).

SPECIAL EXCEPTION STANDARDS IN THE INTERCHANGE COMMERCIAL DEVELOPMENT (ICD) ZONING DISTRICT:

All Special Exception uses are required to meet a uniform list of development standards, encompassing traffic generation, landscaping and buffering, and others [Ch. 18, Sec. 2(d)(2) of the LDC]. The following are the development standards and how they apply to the request:

Standard Special Exception Development Standards:

1. *Traffic generation and access for the proposed use shall not adversely impact adjoining properties and the general public safety.*

According to the latest traffic counts for Williamson Boulevard and Taylor Road there is capacity for the traffic estimated to be generated by the proposed development for this property (Table 1).

Table 1. Traffic Capacity

Roadway Segment	Maximum Capacity Vehicles Per Day*	Current Vehicles Per Day*	Remaining Capacity Vehicles Per Day	Daily V/C Ratio**
S. Williamson Blvd. from Spruce Creek Bridge to Taylor Rd.	37,970	19,690	18,280	0.52
S. Williamson Blvd. from Taylor Rd. to Town West Blvd.	37,970	16,450	21,520	0.43
Taylor Rd. from Summertrees Rd. to S. Williamson Blvd.	37,970	14,530	23,440	0.38
Taylor Rd. from S. Williamson Blvd. to I-95	47,560	38,160	9,400	0.80

* Source: Volusia County Traffic Engineering, 2014

** V/C Ratio (Volume-Demand-to-Capacity Ratio) compares roadway demand (vehicle volumes) with roadway supply (carrying capacity). A V/C of 1.00 indicates the roadway facility is operating at its capacity.

The proposed 700 unit self-storage building is estimated to generate approximately 175 daily trips, distributed along the adjacent roadway network (ITE Trip Generation Manual, 9th Edition).

The zoning for the subject property currently allows uses such as office, medical office, restaurant without a drive-thru, restaurant with a drive-thru, retail, convenience store with gas, bank, health/fitness clubs, and hotel. According to the ITE Trip Generation Manual, 9th Edition, the traffic expected to be generated from a self-storage facility is significantly less than other uses currently allowed on the subject property (Table 2).

Table 2. ITE Daily Trip Rate for uses in ICD Zoning District

Use	ITE Code	Daily Trip Rate	Multiplier
Mini-warehouse	151	2.5	Per 1,000 SF
Medical/Dental Office	720	11.65	Per 1,000 SF
General Office	710	11.03	Per 1,000 SF
Restaurant - no Drive-Thru	934	127.15	Per 1,000 SF
Restaurant with Drive-Thru	933	496.12	Per 1,000 SF
Specialty Retail	826	44.32	Per 1,000 SF
Convenience Store	851	845.6	Per 1,000 SF
Bank	912	148.15	Per 1,000 SF
Health/Exercise Club	492	32.93	Per 1,000 SF
Hotel	310	8.17	Per room

Access from Taylor Road and the I-95 southbound on-ramp is prohibited by the LDC. Williamson Boulevard and Taylor Road in this area are under Volusia County's jurisdiction. Specific technical requirements for access must be approved by Volusia County during site plan review. Vehicles can only enter and exit the site from Williamson Boulevard. There is a median in Williamson Boulevard that restricts access to right turn in and right turn out.

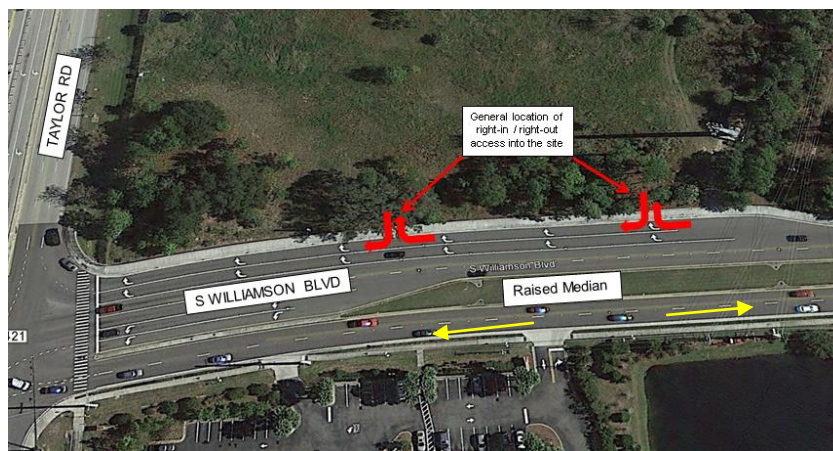


Figure 2. Proposed site access – approval required from Volusia County

The site plan submittal for this property will be required to comply with the City's Concurrency Management requirements in the LDC. Detailed traffic analysis occurs at the site plan review stage to identify any improvements that might be required. Similar to other developments within the City, the developer may be required to enter into a Fair-Share Concurrency Agreement with the City to pay for part of the scheduled improvements for any impacted areas.

2. *Off-street parking, loading and service areas shall be provided and located such that there is no adverse impact on adjoining properties, beyond that generally experienced in the district.*

Parking will be provided as required by the LDC. The total number of parking spaces and design of the parking lot and spaces will be reviewed with the submittal of the site plan. The LDC currently requires one space per 10 storage cubicles for a mini-warehouse facility. If the applicant's proposed LDC text amendment (Case No. 15-25000004) is approved by Council on December 1, 2015 (2nd reading), the parking ratio will be one space per 50 storage cubicles. According to the applicant, the proposed building will have up to 700 storage cubicles and the site will be designed with a minimum of 14 spaces.

3. *Required yards, screening or buffering, and landscaping shall be consistent with the district in general and the specific needs of the abutting land uses.*

The site will be developed with landscape buffers in accordance with the LDC for screening the surrounding properties and rights-of-way from a mini-warehouse facility. A minimum 50' landscape buffer is required along I-95 and Taylor Road, a minimum 20' landscape buffer along Williamson Boulevard, a 5' landscape buffer along the south property line and a 6' masonry wall along I-95, Taylor Road, and Williamson Boulevard.

4. *Architectural and signage treatments shall comply with the general provisions applicable to permitted uses in the district, to the greatest extent possible, and be sensitive to surrounding development.*

The architectural style of the buildings, accessory structures, wall/fence, and site furnishings will be designed with a common architectural theme and comply with the City's LDC. A formal review of the architectural design will occur with the site plan to verify compliance with the LDC. Any proposed signage will have to meet the regulations set forth by the LDC.

In addition to the standard development requirements for all special exceptions, a mini-warehouse facility use in the ICD zoning district must also comply with three additional development requirements [Ch. 18, Sec. 3(b)(3) of the LDC]. The following are the additional development requirements for a mini-warehouse facility use and how they apply to the request (Exhibit B).

Specific Mini-warehouse Development Requirements:

1. *Warehouse buildings shall be screened from any public rights-of-way by a six-foot high opaque fence or wall with a type 2 bufferyard planted along the street side of the fence or wall. Bufferyard requirements may be increased in accordance with Chapter 13 (Landscape) of the Land Development Code.*

The proposed development will comply with the right-of-way landscape buffer and wall/fence requirements in the Land Development Code (LDC). This includes the 50-foot landscape buffer along I-95 and Taylor Road and 20-foot landscape buffer along Williamson Boulevard and a 6' wall along all rights-of-way to screen the warehouse building from any public rights-of-way.

2. *The proposed site shall be a minimum of two acres.*

The subject property is 7 acres. The applicant intends to develop the site with a self-storage facility along with other uses permitted in the ICD zoning district.

3. *The proposed site shall front on an arterial roadway*

The site fronts onto Taylor Road and Williamson Boulevard and both are defined by the City's Comprehensive Plan as an urban principle arterial.

4. *Mini-warehouse buildings shall be designed as a multilevel building and no storage rooms shall be accessible directly from an outdoor parking area. All storage rooms shall be accessible through an interior corridor. The multilevel building shall be designed in accordance with Chapter 14 (Architecture) of the Land Development Code.*

In the applicant's letter of request, it is stated that the mini-warehouse building will be a multilevel building with all storage rooms accessible from interior corridors and the building will be designed to comply with the City's LDC. The LDC architectural design standards include the use of a pitched roof or flat roof with decorative parapet wall, visible roof materials are to be metal panels, fiberglass shingles, barrel tile, clay tile, full architectural treatments (banding, cornices, windows, etc....) on all sides visible from a right-of-way, roof-top mechanical equipment is to be screened, and exterior walls are to be stucco, natural brick or stone and wood and be a earth-tone color (Exhibit B).

RECOMMENDATION:

Staff recommends **approval** of the Special Exception to allow a mini-warehouse facility to be developed and operated at 5811 S. Williamson Boulevard, subject to approval of the LDC text amendment to allow mini-warehouse as a Special Exception use in the ICD zoning district.

HEEBNER, BAGGETT, UPCHURCH & GARTHE, P.L.

ATTORNEYS AND COUNSELORS AT LAW

Peter B. Heebner
pheebner@lawdaytona.com

G. Laurence Baggett*
*Of Counsel

John N. Upchurch
landlawyer@bellsouth.net

J. Steven Garthe**
sgarthe@lawdaytona.com
**Licensed in GA & FL

October 15, 2015

Sent via Email tburman@port-orange.org

Tim Burman
Planning Manager, City of Port Orange
Community Development
1000 City Center Circle
Port Orange, FL 32129

Re: Taylor Road Self-Storage

Dear Mr. Burman,

I have the privilege of representing Preferred Realty & Development, the local representative being Edward Speno.

My client is desirous of constructing a multi-story, climate controlled, mini-warehouse plus a certain amount of "embryo" facilities on the property located at the corner of Williamson Blvd. and Taylor Rd.

We offer the following information.

We propose to build a climate controlled self-storage facility with up to 700 storage facilities. It will not be a typical single story building with exterior "garage type" doors, but rather a multi-tenant building with an aesthetic design that would give the appearance of an office facility, rather than a storage facility. We acknowledge that this area is a part of the gateway to the City of Port Orange and the building needs to be aesthetically pleasing and consistent with surrounding commercial activities.

Self-storage facilities are currently being built in populated retail-oriented areas for both exposure and for accessibility.

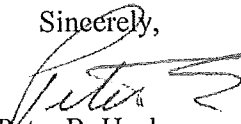
Self-storage facilities with interior access are typically safer than facilities with outdoor access. Acknowledging that there are four other storage facilities within the general geographical area, we have engaged a significant market study indicating that there is still a great need for self-storage facilities and that will grow as the residential and retail components continue to expand westward from I-95.

In addition, this type of facility has very low vehicle trip generation, is an attractive building, and will obviously add to the commercial tax base of the City of Port Orange.

Again, we respectfully request that this project be approved by the City of Port Orange.

Thank you for your cooperation in this matter.

Sincerely,



Peter B. Heebner

cc: Edward Speno



The Golf Club at Cypress Head

DATE: 10/31/15 EVALUATION

**Operated by
KEMPERSPORTS Management**

Course:	The Golf Club at Cypress Head
Contract Administrator	Susan Lovallo
KSM Representatives	Jody Graham
General Manager	Bob Duquette
Superintendent	Dennis Pickavance

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

1. Golf Shop**Evaluation**

A. Cleanliness/Orderly	9.0	10/15	04/16
		11/15	05/16
B. Appearance		12/15	06/16
		01/16	07/16
C. Displays		02/16	08/16
		03/16	09/16
D. Inventory			

Comments: The golf shop has received a complete appearance upgrade. All areas of the golf shop received a new coat of paint and new carpeting. Brand new Cypress Head logoed merchandise was received in preparation for the Grand Re-opening on October 30th.

2. Administrative Offices**Evaluation**

A. Cleanliness/Orderly	9.0	10/15	04/16
		11/15	05/16
B. Appearance		12/15	06/16
		01/16	07/16
C. Equipment		02/16	08/16
		03/16	09/16

Comments: All administration office areas also received new paint as well as new carpeting. The area is well maintained and regular cleaning is performed by the current staff.

3. Restaurant / Bar**Evaluation**

A. Cleanliness/Orderly		10/15	04/16
		11/15	05/16
B. Appearance		12/15	06/16
		01/16	07/16
C. Tables and Chairs		02/16	08/16
		03/16	09/16

Comments: The Tavern at Cypress Head is currently the new management company and they will be the group responsible for the monthly facility evaluation of the Restaurant/Bar area.

4. Banquet Room**Evaluation**

A. Cleanliness/Orderly		10/15	04/16
		11/15	05/16
B. Appearance		12/15	06/16
		01/16	07/16
C. Tables and Chairs		02/16	08/16
		03/16	09/16

Comments: The Tavern at Cypress Head is currently the new management company and they will be the group responsible for the monthly facility evaluation of the Banquet room area.

5. Kitchen**Evaluation**

A. Customer Service	10/15	04/16
	11/15	05/16
B. Cleanliness	12/15	06/16
	01/16	07/16
C. Equipment	02/16	08/16
	03/16	09/16

Comments: The Tavern at Cypress Head is currently the new management company and they will be the group responsible for the monthly facility evaluation of the kitchen area.

6. Club House Restrooms / Hallway**Evaluation**

A. Cleanliness	10/15	04/16
	11/15	05/16
B. Equipment	12/15	06/16
	01/16	07/16
C. Appearance	02/16	08/16
	03/16	09/16
D. Odor		

Comments: The Tavern at Cypress Head is currently the new management company and they will be the group responsible for the monthly facility evaluation of the Club House Restrooms and hallway areas.

7. Entrance/Ext. Clubhouse/Cart Barn**Evaluation**

A. Landscape	9.0	10/15	04/16
		11/15	05/16
B. Signage		12/15	06/16
		01/16	07/16
C. Parking Lot		02/16	08/16
		03/16	09/16
D. Cement Walkways			

Comments: The external areas surrounding the clubhouse, the entrance and the parking areas received all new plants, shrubberies, flowers, grass sod and pine straw materials. The areas also received an updated irrigation system to properly maintain growth of all newly planted materials. A new welcome sign inviting all guests to the golf course was also added.

8. First Tee Area / Putting Green / Range Evaluation

A. Cut	9.0	10/15	04/16
		11/15	05/16
B. Health		12/15	06/16
		01/16	07/16
C. Starter Area		02/16	08/16
		03/16	09/16
D. Bag Drop			

Comments: The bag drop stand was completely remodeled and updated with a new structure, roofing and paint. The area surrounding the starter's location received new planting to make it more receptive. The putting green is very healthy and has been properly cut and maintained. The lighting system for the range has been fixed and is currently operational on Friday and Saturday nights.

9. Tee Conditions-Overall

Evaluation

A. Cut	9.0	10/15	04/16
		11/15	05/16
B. Health		12/15	06/16
		01/16	07/16
C. Appearance		02/16	08/16
		03/16	09/16
D. Playability			

Comments: The tees were all over seeded in October and the growth of the grass has done well. New sand mix containers have been added to all par three teeing areas to help the guest to fix any divots made on the tee boxes.

10. Fairway Conditions

Evaluation

A. Cut	9.0	10/15	04/16
		11/15	05/16
B. Health		12/15	06/16
		01/16	07/16
C. Appearance		02/16	08/16
		03/16	09/16
D. Playability			

Comments: The fairway conditions are good. The maintenance team has been applying fertilizers with a pigment solution that helps encourage grass growth and improve root stability.

11. Primary Rough Conditions**Evaluation**

A. Health	9.0	10/15	04/16
		11/15	05/16
B. Cut		12/15	06/16
		01/16	07/16
C. Appearance		02/16	08/16
		03/16	09/16
D. Playability			

Comments: The condition and appearance of the rough areas are good. All proper maintenance procedures are being followed.

12. Common Rough Conditions**Evaluation**

A. Health	9.0	10/15	04/16
		11/15	05/16
B. Cut		12/15	06/16
		01/16	07/16
C. Appearance		02/16	08/16
		03/16	09/16
D. Playability			

Comments: All areas are in good shape. The maintenance staff continues to follow proper procedures to insure the health of the turf.

13. Greens Conditions**Evaluation**

A. Health	9.0	10/15	04/16
		11/15	05/16
B. Cut		12/15	06/16
		01/16	07/16
C. Appearance		02/16	08/16
		03/16	09/16
D. Playability			

Comments: The greens are in excellent condition. The speed of the greens has been increased and is currently running at 9 on the stimp meter. The damage that had occurred on the 15th green due to the hydraulic leak has all been resolved with no issues. We have ordered new pieces of equipment including a spiker and a roller which will be instrumental in maintaining proper green conditioning.

14. Bunkers **Evaluation**

A. Appearance	9.0	10/15	04/16
		11/15	05/16
B. Texture		12/15	06/16
		01/16	07/16
C. Playability		02/16	08/16
		03/16	09/16
D. Conditions			

Comments: Bunkers areas have all been properly edged and cleaned. The maintenance team follows a daily process of raking and cleaning the bunkers. They are in good playing condition.

15. Course Restrooms **Evaluation**

9.0	10/15	04/16
	11/15	05/16
	12/15	06/16
	01/16	07/16
	02/16	08/16
	03/16	09/16

Comments: The course restrooms have all been repaired with new doors, locks, and fixtures as well as being power washed and newly painted.

16. Cart Paths **Evaluation**

A. Edging	9.0	10/15	04/16
		11/15	05/16
B. Trimming of shrubs		12/15	06/16
		01/16	07/16
C. Tee Signs / Beds		02/16	08/16
		03/16	09/16
D. Curbing / Corners			
E. Bridges			

Comments: Overall the paths are in pretty good condition. Edging and trimming are done as part of the regular maintenance duties. The tee signs are all in good condition.

17. Fertilizer & Chemical Program **Evaluation**

A. Records	9.0	10/15	04/16
		11/15	05/16
B. Up-Date		12/15	06/16
		01/16	07/16
C. Per Maintenance Plan		02/16	08/16
		03/16	09/16
D. Material Storage			

Comments: Records and maintenance plans are up to date.

18. Maintenance Equip. Fleet Conditions Evaluation

A. Preventative Care	8.0	10/15	04/16
		11/15	05/16
B. Appearance		12/15	06/16
		01/16	07/16
C. Storage Area		02/16	08/16
		03/16	09/16
D. Maintenance			

Comments: During the month, repairs were needed on several pieces of equipment. The tractor has been not working properly and has been transported off site for repairs. Regular maintenance procedures on the fleet are being performed. We are currently investigating options to have a covered garage type structure built to properly store some of the maintenance vehicles under cover.

19. Maintenance Facility	Evaluation
--------------------------	------------

A. Surrounding Compound	8.0	10/15	04/16
		11/15	05/16
B. Offices & Break Room		12/15	06/16
		01/16	07/16
C. Safety Hazards		02/16	08/16
		03/16	09/16
D. Pump House Cleanliness			

Comments: The area is currently in need of an upgrade. We are currently evaluating the break room and surrounding areas to dispose of any unwanted material and improve the overall cleanliness in these locations. The main pump for the irrigation system failed during October and a new pump was installed using R & R funds.

20. Golf Cart Fleet

A. Appearance	10	10/15	04/16
		11/15	05/16
B. Mechanical function		12/15	06/16
		01/16	07/16
C. Batteries Watered		02/16	08/16
		03/16	09/16

Comments: The new fleet arrived in October and we have received 72 brand new electric TXT carts and two gas carts for use by our player assistants for monitoring play. A new beverage cart and range picker was also delivered. These new carts will add to the enjoyment for all guests playing at Cypress Head as well as improving the efficiency for our staff. A complete program for proper maintenance of the golf cart fleet is in place and records will be available for review.

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:

8.9	10/15	04/15
	11/15	05/15
	12/15	06/15
	01/16	07/15
	02/16	08/15
	03/16	09/15



November 20th, 2015

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

Dear Theresa,

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

FINANCIAL SUMMARY FOR MONTH ENDING October 2015									
	Current				Year to Date				
	Actual	Budget	Variance vs. Budget		Actual	Budget	Prior Year	Variance vs. Budget	
Revenue									
Green Fees	\$ 3,626	\$ -	\$ 3,626		\$ 3,626	\$ -	\$ 36,484	\$ 3,626	
Cart Fees	\$ 1,401	\$ -	\$ 1,401		\$ 1,401	\$ -	\$ 28,191	\$ 1,401	
Range	\$ 152	\$ -	\$ 152		\$ 152	\$ -	\$ 2,944	\$ 152	
Pro- Shop Revenues	\$ 802	\$ -	\$ 802		\$ 802	\$ -	\$ 4,898	\$ 802	
Food & Beverage	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	
City Surcharge R/R	\$ 196		\$ 196		\$ 196	\$ -	\$ 2,527	\$ 196	
Total Revenue	\$ 6,177	\$ -	\$ 6,177		\$ 6,177	\$ -	\$ 75,044	\$ 6,177	
Cost of Sales	\$ 315	\$ -	\$ 315		\$ 315	\$ -	\$ 3,619	\$ 315	
Merchandise	\$ 315	\$ -	\$ 315	59%	\$ 315	\$ -	\$ 3,619	\$ 315	80%
Food and Beverage	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%
Gross Margin	\$ 5,862	\$ -	\$ 5,862		\$ 5,862	\$ -	\$ 71,425	\$ 5,862	
Total Payroll	\$ 54,116	\$ 43,853	\$ 10,263		\$ 54,116	\$ 43,853	\$ 59,407	\$ 10,263	
Total Operating Expenses	\$ 56,858	\$ 73,143	\$ (16,285)		\$ 56,858	\$ 73,143	\$ 66,590	\$ (16,285)	
Net Operating Income	\$ (105,112)	\$ (116,996)	\$ 11,884		\$ (105,112)	\$ (116,996)	\$ (54,572)	\$ 11,884	
Other Expenses	\$ 7,751	\$ 4,220	\$ 3,531		\$ 7,751	\$ 4,220	\$ 7,905	\$ 3,531	
Management Fee	\$ 7,370	\$ 3,685	\$ 3,685		\$ 7,370	\$ 3,685	\$ 7,370	\$ 3,685	
Interest Expense	\$ -		\$ -					\$ -	
Depreciation	\$ 381	\$ 535	\$ 545		\$ 381	\$ 535	\$ 535	\$ (154)	
Net Cash From Ops	\$ (112,863)	\$ (121,216)	\$ 8,353		\$ (112,863)	\$ (121,216)	\$ (62,477)	\$ 8,353	
Rounds									
Total Rounds	270	0	270		270	0	3,501	270	
Avg. Green Fee/Cart Fee	\$18.62	\$0.00	\$ 18.62		\$18.62	#DIV/0!	\$18.47	#DIV/0!	
Avg. Merchandise/round	\$2.97	\$0.00	\$ 2.97		\$2.97	#DIV/0!	\$1.40	#DIV/0!	
Avg. F&B/round	\$0.00	\$0.00	\$ -		\$0.00	#DIV/0!	\$0.00	#DIV/0!	



Executive Overview

Due to the fact that Kemper Sports is not responsible for the Food & Beverage operations and in order to properly represent comparisons regarding the Food & Beverage statistics, the reports for this fiscal year will not include any F & B numbers from prior year.

The month of October has finally arrived!!! All the grass growing, clubhouse remodeling and planning involving the Grand Re-Opening has paid off and we were able to open the new and much improved Cypress Head Golf Course. Our superintendent, Dennis Pickavance and his team have worked diligently over the past six months in helping to bring to the city of Port Orange and its residents, a spectacular renovation of a championship quality golf course.

In regards to the clubhouse area, the pro shop has received a completely updated color scheme and the entire area has received new carpeting. The management staff has been very busy answering phones and questions regarding the scheduled opening of the course, the proposed rate structure and also sales of the new Cypress Pass membership program. The Cypress Pass is a program that was officially announced in October and is being offered as a way for the golfers to join the golf club as a member on a yearly basis. The program involves an upfront cost for the membership and the guest is responsible for the cart and surcharge fee whenever they play. We have had tremendous interest and have fielded quite a large number of inquiries regarding the sale of the passes and I expect the program to be very well received.

The remaining portion of the clubhouse has undergone a tremendous change. The bar area received new rugs, fresh paint, new televisions, plantation shutters and a new storefront window separation which helps to add ambience and a better experience for all the diners. The main dining room has been completely remodeled with insulated windows, new rugs, new air conditioning, new lights and a new appearance to help improve the overall dining effect for our tournament players, small group functions and residents of Port Orange and surrounding communities.

The Grand-Reopening was scheduled for October 30th and the event was a success. There was a ribbon cutting ceremony which included the Mayor, the City Council, the City Manager and other dignitaries from the local community. A flyover by the Spruce Creek Gaggle group during the singing of the star spangled banner was a crowd favorite. Multiple speeches were giving thanking everyone involved from the City of Port Orange as well as the entire staff and team from Kemper Sports and Cypress Head for all their hard work and diligence in preparing and presenting such a valuable asset for our community. More detailed information regarding the festivities are listed in the Sales and Marketing department highlights later in this report.

The company that has leased the new restaurant is called the Tavern at Cypress Head. We have been coordinating with their team to offer the best possible combination of food services with the best golfing experience anywhere in Volusia County. The Kemper Sports team and the Tavern team are both dedicated to serving our golfers, tournament players and all the local residents of Cypress Head and surrounding communities.



The new cart fleet arrived in October and we now have a new fleet of 72 electric EZ-GO TXT golf carts along with 2 gas TXT models to be used by our player assistants and starters which will help improve pace of play issues. A new Cushman range picker as well as a new beverage cart were also delivered and this will help to enhance the experience for all the golfers and add to to efficiency of our staff.

The beautification program for the entryway and parking areas was finalized in October and all new plants, shrubberies and sodded grass were installed. The bathrooms on hole # 14 and # 6 have been power washed, cleaned, updated, painted and new doors and locks were installed. The bag stands and bag drop building were renovated and painted and is complete.

Key Performance Highlights:

- The Grand Re-Opening was held on October 30th and in conjunction with the ribbon cutting ceremony, we hosted a shotgun tournament which included 120 players for a nine hole event on both the front and back nine. A tournament gift package was presented to all participants and prizes were awarded following the event. Fun was had by all who attended.
- The Tavern restaurant also held a ribbon cutting ceremony and opened their doors for the first time following the tournament. The positive publicity and excitement from the opening of the totally renovated bar, restaurant, dining room and the outside decks was thrilling for all who attended. The renovation of the clubhouse and golf course is a tremendous benefit for all who live in Cypress Head as well as for the entire city of Port Orange.

Recognition and Awards:

- The News Journal daily newspaper had several reporters attending the grand re-opening event and the publicity was extremely favorable regarding the entire renovation of the clubhouse and the golf course. Also attending the festivities were several writers from Golf Channel who had the opportunity to play the course and they were impressed with the overall conditioning of the course. There was also a representative from the Volusia County Golf Magazine who posted the entire event on their website. I would like to thank Ms. Reggie Hunter, our Director of Sales & Marketing for organizing the entire grand re-opening ceremony. She was instrumental in reaching out to all members of the city council as well as the other dignitaries involved in making this event the talk of the town.



R&R Projects:

- In October we experienced a complete breakdown of the main irrigation pump which controlled all aspects of watering the golf course. A new pump was installed with funds from the R & R account in the amount of \$6,990.00.

October 2015 and YTD rounds mix:

Type	Actual	Budget	Month- P.Y.	Y.T.D	P.Y-Y.T.D
Paid	247	0	2862	247	2862
Annual	22	0	402	22	402
Other rounds	1	0	237	1	237
Total Rounds	270	0	3501	270	3501

Tee Sheet Activity

- We had 120 players join us for the re-opening shotgun event on October 30th and we hosted over 144 players on October 31st.

Departmental Summaries

Course & Grounds/Range

- The maintenance team did a remarkable job in getting the golf course ready for the re-opening event. All aspects of the golf course were pristine and the comments from all who attended could not have been more positive. The range tees were in perfect condition for the 21 ball salute and all players thoroughly enjoyed the grass teeing areas and the layout of the new driving range. The lighted range will also give Cypress Head an advantage over other local courses since we will have the range operational during the evenings.



Food and Beverage

- No Food and Beverage sales. The new company involved with running the restaurant is called the Tavern at Cypress Head. They had their ribbon cutting ceremony on the 30th as well and the excitement for the new facility featuring an updated bar, restaurant and dining room was overwhelmingly positive. They served over 250 people during the event and all who attended commented on the quality of the food. They are committed to providing a high quality food experience for all the golfers as well as all the residents of Port Orange. Their management team has been working hand in hand with Ms. Hunter and me to co-ordinate F & B services for all the events that are already planned for the next few months. We are excited to have them join the team at Cypress Head and we are committed to offering the best in class service to all tournament groups, individual golfers and non-golfers alike.

Golf Shop/Carts

- New merchandise with our new Cypress Head logo has been ordered and a completely new layout for the golf shop involving merchandise from vendors including Footjoy, Titleist, Callaway, Bridgestone, Monterey, Nancy Lopez, Bermuda Sands, Ahead headwear and St Andrews products was presented. We are excited about the mix of merchandise and plan on doing special orders for anyone who may require a specific product not carried in the shop. The new rugs were installed and all areas of the shop were utilized to promote sales.
- The Cart fleet was delivered on the 20th of October and we now have 74 brand new EZ-Go TXT golf carts for the enjoyment of our players. This will allow all who play Cypress Head to experience a first class golfing environment. A new beverage cart as well as a new range picker was included in the purchase which will help improve customer satisfaction and the efficiency of our entire staff.

Marketing and Sales

- The Grand Re-Opening event was held on the 30th of October.
 - The Grand Re-opening was held we hosted a ribbon cutting ceremony with dignitaries including the members of the city council, the Mayor, the City Manager, Mike Dasher the Architect and multiple individuals involved with the entire renovation process. The re-opening event also included a nine-hole golf tournament which included prizes, games, contests, refreshments and food.



- The golf course was officially opened for public play on October 31st and we had over 144 players take advantage of the new golf course. There has been a lot of interest by many individuals and groups regarding joining the new Cypress Pass membership. In October, we have sold 6 Cypress Pass Single memberships, 14 Cypress Pass double memberships and 2 Cypress Pass Non Resident memberships. I fully expect more memberships to be purchased during our first complete month of operations.
- The Sales & Marketing director has been on property responding to all guest inquiries and has booked multiple events for the month of November and December. She continues her involvement with the POSD Chamber, POSD Ambassadors program, Daytona Beach Chamber, SEV Chamber and the POSD Rotary club promoting the course as well as keeping Cypress Head “Top of Mind” in the local community.
- Continued involvement with Daytona CVB, Golf Pac, and Tee-Times USA along with other National wholesaler and Golf Now to properly position Cypress Head in the market prior to the grand re-opening in November.
- A new advertising program regarding the re-opening was being broadcast on Brighthouse cable shows involving different golf related programs prior to the opening and continuing during the month of November.
- News print articles and advertising through the local News-Journal daily newspaper were purchased promoting the golf course reopening for public play on completely updated and improved conditions.
- We continue to send information regarding the re-opening and improved playing conditions through our email database, FACEBOOK and other social media outlets.
- The city of Port Orange is also involved with promoting the golf course through the POG channel and they will be posting pictures and videos of the Grand Re-Opening event.

Corporate Support

- Kemper Sports Center for Excellence – Ongoing resource.



Summary:

- The time for the Re-Opening has finally arrived!! The entire team here at Cypress Head including all the managers, the maintenance workers and members of the golf staff have been very dedicated over the past six months to reach our goal of presenting to the entire city of Port Orange and it's residents, the best possible experience for all players and guests. Our team is highly motivated and they are determined to "WOW" everyone who visits the club to be welcomed and excited to return for spectacular golf, quality food, and family fun while building new friendships.
- Our plans for the month of November include helping promote the introduction of family golf clinics, junior golf programs and individual lessons to bring more Port Orange residents to the club to experience the benefits and services that we have to offer. We will also be promoting the benefits of playing a brand new completely renovated golf course to help drive daily rounds and increase our visibility in Volusia County and the state of Florida.

Respectfully Submitted,

Bob Duquette, PGA

General Manager
The Golf Club at Cypress Head.

[illegible]

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

	<u>October</u>	<u>YTD</u>
EBITDA	(\$105,111.70)	(\$105,111.70)
Management Fee Expense	(7,369.60)	(7,369.60)
Depreciation & Amortization	<u>(381.00)</u>	<u>(381.00)</u>
Net Income	(112,862.30)	(112,862.30)
Working Capital Changes		
Inventory	(5,361.14)	(5,361.14)
Receivables	133,705.73	133,705.73
Payables	34,123.57	34,123.57
Due to from the City	10,018.00	10,018.00
Prepays	289.82	289.82
Accrued Liabilities	4,192.05	4,192.05
Other Liabilities	54,717.22	54,717.22
Depreciation & Amortization	<u>381.00</u>	<u>381.00</u>
Operating Cash Flow	119,203.95	119,203.95
Investing Cash Flows	<u> </u>	<u> </u>
Financing Cash Flow	<u> </u>	<u> </u>
Net Cash Flows	<u>119,203.95</u>	<u>119,203.95</u>
Beginning Cash	50,114.05	50,114.05
Net Cash Flows	<u>119,203.95</u>	<u>119,203.95</u>
Ending Cash	<u>169,318.00</u>	<u>169,318.00</u>

The Golf Club at Cypress Head
Summary of All Units
For the Month Ending October 31, 2015

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												
3,626	0	0%	36,484	10%	Green Fees	3,626	0	0%	36,484	10%	604,248	393,295
1,401	0	0%	28,191	5%	Cart Fee	1,401	0	0%	28,191	5%	419,178	261,925
250	0	0%	0	0%	Initiation Fees	250	0	0%	0	0%	1,000	0
20	0	0%	20	100%	Handicap Fee	20	0	0%	20	100%	4,516	4,392
0	0	0%	130	0%	Lessons	0	0	0%	130	0%	3,029	277
0	0	0%	0	0%	Other Pro Shop Revenue	0	0	0%	0	0%	0	3,543
0	0	0%	248	0%	Rental Clubs	0	0	0%	248	0%	3,224	1,608
532	0	0%	4,500	12%	Retail	532	0	0%	4,500	12%	61,281	49,726
152	0	0%	2,944	5%	Range	152	0	0%	2,944	5%	35,044	14,093
0	0	0%	15,364	0%	Food & Beverage	0	0	0%	15,364	0%	0	88,687
0	0	0%	5,134	0%	Beer	0	0	0%	5,134	0%	0	39,429
0	0	0%	3,743	0%	Liquor	0	0	0%	3,743	0%	0	23,184
0	0	0%	1,528	0%	Wine	0	0	0%	1,528	0%	0	5,298
0	0	0%	350	0%	F&B Other	0	0	0%	350	0%	0	250
196	0	0%	2,527	8%	City Surcharge R & R	196	0	0%	2,527	8%	35,106	22,570
6,177	0	0%	101,163	6%	Total Revenues	6,177	0	0%	101,163	6%	1,165,626	909,276
COST OF GOODS SOLD												
315	0	0%	3,619	9%	COGS - Merchandise	315	0	0%	3,619	9%	33,672	41,239
0	0	0%	8,630	0%	COGS - Food & Beverage	0	0	0%	8,630	0%	0	36,238
0	0	0%	2,008	0%	COGS - Beer	0	0	0%	2,008	0%	0	14,871
0	0	0%	967	0%	COGS - Liquor	0	0	0%	967	0%	0	4,692
0	0	0%	966	0%	COGS - Wine	0	0	0%	966	0%	0	2,020
315	0	0%	16,389	2%	Total COGS	315	0	0%	16,389	2%	33,672	101,060
5,863	0	0%	84,774	7%	GROSS MARGIN	5,863	0	0%	84,774	7%	1,131,954	808,216
59.10%	0.00%	0.00%	80.41%	73.49%	COGS - Merchandise %	59.10%	0.00%	0.00%	80.41%	73.49%	54.95%	1262.43%
0.00%	0.00%	0.00%	57.47%	0.00%	COGS - Food & Beverage %	0.00%	0.00%	0.00%	57.47%	0.00%	0.00%	264.73%
0.00%	0.00%	0.00%	39.10%	0.00%	COGS - Beer %	0.00%	0.00%	0.00%	39.10%	0.00%	0.00%	228.23%
0.00%	0.00%	0.00%	25.82%	0.00%	COGS - Liquor %	0.00%	0.00%	0.00%	25.82%	0.00%	0.00%	121.37%
0.00%	0.00%	0.00%	63.20%	0.00%	COGS - Wine %	0.00%	0.00%	0.00%	63.20%	0.00%	0.00%	207.64%
0.00%	0.00%	0.00%	49.56%	0.00%	COGS - All Food & Bev	0.00%	0.00%	0.00%	49.56%	0.00%	0.00%	8309.86%
PAYROLL												
18,718	18,072	104%	17,335	108%	Gross Payroll - Salaried	18,718	18,072	104%	17,335	108%	216,864	220,948
0	0	0%	3,333	0%	Gross Kitchen Payroll - Salaried	0	0	0%	3,333	0%	0	21,166
25,672	16,863	152%	19,664	131%	Gross Payroll - Hourly	25,672	16,863	152%	19,664	131%	264,129	208,276
0	0	0%	7,665	0%	Gross Kitchen Payroll - Hourly	0	0	0%	7,665	0%	0	43,724
44,390	34,935	127%	47,997	92%	S/T Wages	44,390	34,935	127%	47,997	92%	480,993	494,114
3,336	2,672	125%	4,080	82%	Payroll Tax - FICA	3,336	2,672	125%	4,080	82%	36,789	37,545
284	136	209%	811	35%	Payroll Tax - UC	284	136	209%	811	35%	6,837	9,892
799	702	114%	1,026	78%	Payroll Tax - WC	799	702	114%	1,026	78%	10,066	11,916
5,306	5,408	98%	5,492	97%	Benefits	5,306	5,408	98%	5,492	97%	67,882	71,789
9,726	8,918	109%	11,410	85%	S/T Adders	9,726	8,918	109%	11,410	85%	121,574	131,143
54,116	43,853	123%	59,407	91%	TOTAL PAYROLL	54,116	43,853	123%	59,407	91%	602,567	625,257
OPERATING EXPENSES												
0	0	0%	377	0%	Bar Supplies	0	0	0%	377	0%	0	1,788
308	392	79%	388	79%	Cart Supplies	308	392	79%	388	79%	590	441
597	509	117%	504	118%	Course Accessories	597	509	117%	504	118%	4,676	4,353
0	0	0%	92	0%	Dining Room Supplies	0	0	0%	92	0%	0	0
5,566	805	691%	550	1013%	Fertilizer	5,566	805	691%	550	1013%	10,531	31,916
74	100	74%	0	0%	Flowers/Decor	74	100	74%	0	0%	400	74
1,125	1,646	68%	1,531	73%	Fuel	1,125	1,646	68%	1,531	73%	13,010	10,271
306	200	153%	0	0%	Fungicides	306	200	153%	0	0%	2,461	2,839
2,530	996	254%	986	257%	Herbicides	2,530	996	254%	986	257%	12,141	18,679
930	1,590	58%	1,574	59%	Insecticides	930	1,590	58%	1,574	59%	14,046	14,173
125	997	12%	997	12%	Janitorial Supplies	125	997	12%	997	12%	4,739	3,463
0	0	0%	1,805	0%	Kitchen Supplies	0	0	0%	1,805	0%	0	2,010
0	0	0%	627	0%	Laundry/Linens	0	0	0%	627	0%	0	3,145
0	1,975	0%	175	0%	Laundry/Uniforms	0	1,975	0%	175	0%	2,651	1,863
335	669	50%	519	65%	Office Supplies	335	669	50%	519	65%	4,186	2,361
0	100	0%	0	0%	Printing	0	100	0%	0	0%	100	72
1,530	0	0%	0	0%	Range Balls	1,530	0	0%	0	0%	3,712	5,205
22	200	11%	0	0%	Range Equipment	22	200	11%	0	0%	724	195
10	250	4%	0	0%	Range Expenses	10	250	4%	0	0%	938	473
3,118	617	505%	611	510%	Sand/Topdress	3,118	617	505%	611	510%	2,640	8,141
5,909	16,286	36%	16,125	37%	Seeds/Trees	5,909	16,286	36%	16,125	37%	16,286	5,909
0	67	0%	67	0%	Small Tools	0	67	0%	0	0%	211	119
0	400	0%	0	0%	Staff/Volunteer Uniforms	0	400	0%	0	0%	1,419	283
0	0	0%	0	0%	Supplies	0	0	0%	0	0%	4,085	2,145
0	51	0%	50	0%	Tournament Expense	0	51	0%	50	0%	701	2,497

The Golf Club at Cypress Head
Summary of All Units
For the Month Ending October 31, 2015

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
91	591	15%	91	100%	Alarm System	91	591	15%	91	100%	2,159	1,518
0	0	0%	0	0%	Carpet Cleaning	0	0	0%	0	0%	1,190	300
0	200	0%	20	0%	Cart Repairs	0	200	0%	20	0%	2,400	24,816
110	259	42%	259	42%	Computer Service	110	259	42%	259	42%	3,526	2,804
130	0	0%	549	24%	Contract Cleaning	130	0	0%	549	24%	500	3,840
0	0	0%	0	0%	Handicap Expense	0	0	0%	0	0%	4,495	4,662
0	0	0%	0	0%	Indoor Plant Maint	0	0	0%	0	0%	200	0
477	815	59%	807	59%	Irrigation	477	815	59%	807	59%	6,794	6,997
0	0	0%	0	0%	Lesson Expense	0	0	0%	0	0%	524	319
0	115	0%	115	0%	Pest Control	0	115	0%	115	0%	1,495	805
2,439	1,895	129%	2,573	95%	Repair & Maint - Equipment	2,439	1,895	129%	2,573	95%	22,374	28,262
154	559	27%	59	260%	Repair & Maint - Building	154	559	27%	59	260%	5,372	3,171
0	0	0%	0	0%	Repair & Maint - Other	0	0	0%	0	0%	0	907
0	600	0%	0	0%	Security	0	600	0%	0	0%	600	0
5,356	5,356	100%	6,032	89%	Cart Lease	5,356	5,356	100%	6,032	89%	64,266	71,710
4,512	4,512	100%	4,620	98%	Equipment Lease	4,512	4,512	100%	4,620	98%	54,144	54,681
168	157	107%	157	107%	Off-Site Storage	168	157	107%	157	107%	1,727	2,083
878	1,751	50%	1,734	51%	Utilities - Electric	878	1,751	50%	1,734	51%	15,256	12,523
0	0	0%	341	0%	Utilities - Gas	0	0	0%	341	0%	0	5,685
2,004	3,110	64%	3,100	65%	Utilities - Other	2,004	3,110	64%	3,100	65%	41,992	38,160
242	243	100%	242	100%	Utilities - Telephone/Fax	242	243	100%	242	100%	2,914	2,815
323	182	177%	181	179%	Utilities - Water	323	182	177%	181	179%	2,409	2,837
(1,750)	10,488	-17%	2,959	-59%	Advertising & Promotion	(1,750)	10,488	-17%	2,959	-59%	23,866	22,546
165	17	968%	17	950%	Bank Charges	165	17	968%	17	950%	746	865
(53)	0	0%	306	-17%	Cash Short/(Over)	(53)	0	0%	306	-17%	0	(366)
275	175	157%	175	157%	Cell Phone	275	175	157%	175	157%	2,100	1,750
196	0	0%	2,527	8%	City Surcharge R & R	196	0	0%	2,527	8%	35,106	22,570
0	210	0%	210	0%	Copier/Photocopies	0	210	0%	210	0%	1,291	745
1,381	200	690%	1,414	98%	Credit Card Discounts	1,381	200	690%	1,414	98%	25,500	21,179
0	0	0%	0	0%	Donations	0	0	0%	0	0%	0	1,989
150	150	100%	150	100%	Dues & Subscriptions	150	150	100%	150	100%	1,125	1,193
0	0	0%	0	0%	Education & Training	0	0	0%	0	0%	410	535
513	284	181%	284	181%	Employee Relations	513	284	181%	284	181%	2,050	2,045
102	0	0%	0	0%	Employee Testing	102	0	0%	0	0%	113	247
3,796	3,665	104%	3,665	104%	Insurance Expense	3,796	3,665	104%	3,665	104%	45,074	46,204
131	0	0%	0	0%	Member Relations	131	0	0%	0	0%	659	414
83	98	85%	98	85%	Messenger Service - Fedex	83	98	85%	98	85%	447	335
9,124	2,000	456%	0	0%	Miscellaneous	9,124	2,000	456%	0	0%	10,000	9,165
1,600	1,600	100%	1,600	100%	O/S - Accounting	1,600	1,600	100%	1,600	100%	13,200	12,000
0	0	0%	0	0%	O/S - Legal	0	0	0%	0	0%	160	2,648
325	3,991	8%	3,952	8%	O/S - Other	325	3,991	8%	3,952	8%	7,627	325
228	246	92%	246	93%	Payroll Processing Fee	228	246	92%	246	93%	4,009	3,760
39	14	280%	14	283%	Postage/Shipping	39	14	280%	14	283%	560	484
0	0	0%	0	0%	Professional Dues	0	0	0%	0	0%	0	565
0	(30)	0%	(60)	0%	Tax/Licenses/Fees	0	(30)	0%	(60)	0%	(130)	1,917
106	0	0%	390	27%	Theft Loss	106	0	0%	390	27%	0	5,825
29	0	0%	0	0%	Travel - Meals	29	0	0%	0	0%	0	82
1,052	840	125%	787	134%	Travel - Other	1,052	840	125%	787	134%	13,128	15,397
0	1,000	0%	0	0%	Website Expenses	0	1,000	0%	0	0%	5,000	2,100
0	0	0%	0	0%	Employee Meals	0	0	0%	0	0%	2,396	1,444
56,858	73,143	78%	66,590	85%	TOTAL OPERATING EXPENSES	56,858	73,143	78%	66,590	85%	529,021	569,272
(105,112)	(116,996)	90%	(41,222)	255%	EBITDA	(105,112)	(116,996)	90%	(41,222)	255%	366	(386,313)
7,370	3,685	200%	7,370	100%	Management Fee	7,370	3,685	200%	7,370	100%	65,296	66,226
7,370	3,685	200%	7,370	100%	Management Fees	7,370	3,685	200%	7,370	100%	65,296	66,226
0	154	0%	154	0%	Deprec - Office F,F&E	0	154	0%	154	0%	1,848	(154)
98	98	100%	98	100%	Deprec - Mach & Equip	98	98	100%	98	100%	1,171	1,171
283	283	100%	283	100%	Deprec - Buildings	283	283	100%	283	100%	3,401	3,401
381	535	71%	535	71%	S/T DEPR. & AMORT	381	535	71%	535	71%	6,420	4,418
(112,862)	(121,216)	93%	(49,127)	230%	NET INCOME	(112,862)	(121,216)	93%	(49,127)	230%	(71,350)	(456,957)

The Golf Club at Cypress Head
Course & Grounds
For the Month Ending October 31, 2015

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												
3,626	0	0%	36,484	10%	Green Fees	3,626	0	0%	36,484	10%	604,248	393,295
196	0	0%	2,527	8%	City Surcharge R & R	196	0	0%	2,527	8%	35,106	22,570
3,822	0	0%	39,011	10%	Total Revenues	3,822	0	0%	39,011	10%	639,354	415,865
3,822	0	0%	39,011	10%	GROSS MARGIN	3,822	0	0%	39,011	10%	639,354	415,865
PAYROLL												
7,126	6,679	107%	3,932	181%	Gross Payroll - Salaried	7,126	6,679	107%	3,932	181%	80,148	81,050
20,891	13,240	158%	14,013	149%	Gross Payroll - Hourly	20,891	13,240	158%	14,013	149%	155,890	156,102
28,016	19,919	141%	17,945	156%	S/T Wages	28,016	19,919	141%	17,945	156%	236,038	237,152
2,016	1,524	132%	1,502	134%	Payroll Tax - FICA	2,016	1,524	132%	1,502	134%	18,058	16,589
228	46	496%	263	87%	Payroll Tax - UC	228	46	496%	263	87%	2,899	3,770
505	400	126%	376	134%	Payroll Tax - WC	505	400	126%	376	134%	4,936	5,307
3,291	3,204	103%	2,523	130%	Benefits	3,291	3,204	103%	2,523	130%	40,294	39,909
6,040	5,174	117%	4,664	130%	S/T Adders	6,040	5,174	117%	4,664	130%	66,187	65,575
34,056	25,093	136%	22,609	151%	TOTAL PAYROLL	34,056	25,093	136%	22,609	151%	302,225	302,728
OPERATING EXPENSES												
597	509	117%	504	118%	Course Accessories	597	509	117%	504	118%	4,676	4,353
5,566	805	691%	550	1013%	Fertilizer	5,566	805	691%	550	1013%	10,531	31,916
74	100	74%	0	0%	Flowers/Decor	74	100	74%	0	0%	400	74
1,125	1,646	68%	1,531	73%	Fuel	1,125	1,646	68%	1,531	73%	13,010	10,271
306	200	153%	0	0%	Fungicides	306	200	153%	0	0%	2,461	2,839
2,530	996	254%	986	257%	Herbicides	2,530	996	254%	986	257%	12,141	18,679
930	1,590	58%	1,574	59%	Insecticides	930	1,590	58%	1,574	59%	14,046	14,173
3,118	617	505%	611	510%	Sand/Topdress	3,118	617	505%	611	510%	2,640	8,141
5,909	16,286	36%	16,125	37%	Seeds/Trees	5,909	16,286	36%	16,125	37%	16,286	5,909
0	67	0%	67	0%	Small Tools	0	67	0%	67	0%	211	119
0	400	0%	0	0%	Staff/Volunteer Uniforms	0	400	0%	0	0%	1,419	283
477	815	59%	807	59%	Irrigation	477	815	59%	807	59%	6,794	6,997
2,251	1,895	119%	1,876	120%	Repair & Maint - Equipment	2,251	1,895	119%	1,876	120%	19,876	21,771
0	0	0%	0	0%	Repair & Maint - Building	0	0	0%	0	0%	1,026	662
4,512	4,512	100%	4,495	100%	Equipment Lease	4,512	4,512	100%	4,495	100%	54,144	53,956
281	922	30%	913	31%	Utilities - Electric	281	922	30%	913	31%	3,343	2,538
1,057	1,016	104%	1,006	105%	Utilities - Other	1,057	1,016	104%	1,006	105%	16,807	16,990
92	93	99%	92	100%	Utilities - Telephone/Fax	92	93	99%	92	100%	1,036	1,118
323	182	177%	181	179%	Utilities - Water	323	182	177%	181	179%	2,409	2,837
0	0	0%	0	0%	Education & Training	0	0	0%	0	0%	0	230
0	0	0%	0	0%	Employee Relations	0	0	0%	0	0%	92	145
102	0	0%	0	0%	Employee Testing	102	0	0%	0	0%	113	247
325	3,914	8%	3,875	8%	O/S - Other	325	3,914	8%	3,875	8%	7,550	325
0	0	0%	0	0%	Professional Dues	0	0	0%	0	0%	0	565
0	303	0%	300	0%	Travel - Other	0	303	0%	300	0%	3,621	900
29,573	36,868	80%	35,492	83%	TOTAL OPERATING EXPENSES	29,573	36,868	80%	35,492	83%	194,632	208,034
(59,807)	(61,961)	97%	(19,090)	313%	EBITDA	(59,807)	(61,961)	97%	(19,090)	313%	142,497	(94,897)
(59,807)	(61,961)	97%	(19,090)	313%	NET INCOME	(59,807)	(61,961)	97%	(19,090)	313%	142,497	(94,897)

The Golf Club at Cypress Head
Carts
For the Month Ending October 31, 2015

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
1,401	0	0%	28,191	5%	REVENUES	1,401	0	0%	28,191	5%	419,178	261,925
1,401	0	0%	28,191	5%	Cart Fee	1,401	0	0%	28,191	5%	419,178	261,925
1,401	0	0%	28,191	5%	Total Revenues	1,401	0	0%	28,191	5%	419,178	261,925
					GROSS MARGIN							
1,410	2,139	66%	3,897	36%	PAYROLL	1,410	2,139	66%	3,897	36%	65,049	32,303
1,410	2,139	66%	3,897	36%	Gross Payroll - Hourly	1,410	2,139	66%	3,897	36%	65,049	32,303
					S/T Wages							
110	164	67%	338	33%	Payroll Tax - FICA	110	164	67%	338	33%	4,975	2,408
24	70	35%	189	13%	Payroll Tax - UC	24	70	35%	189	13%	2,081	1,368
15	43	35%	77	20%	Payroll Tax - WC	15	43	35%	77	20%	1,364	657
6	0	0%	9	69%	Benefits	6	0	0%	9	69%	0	60
156	277	56%	613	25%	S/T Adders	156	277	56%	613	25%	8,420	4,493
1,565	2,416	65%	4,510	35%	TOTAL PAYROLL	1,565	2,416	65%	4,510	35%	73,469	36,796
					OPERATING EXPENSES							
308	392	79%	388	79%	Cart Supplies	308	392	79%	388	79%	590	441
0	200	0%	20	0%	Cart Repairs	0	200	0%	20	0%	2,400	24,816
5,356	5,356	100%	6,032	89%	Cart Lease	5,356	5,356	100%	6,032	89%	64,266	71,710
597	829	72%	820	73%	Utilities - Electric	597	829	72%	820	73%	11,913	9,985
6,261	6,777	92%	7,260	86%	TOTAL OPERATING EXPENSES	6,261	6,777	92%	7,260	86%	79,169	106,953
(6,426)	(9,193)	70%	16,421	-39%	EBITDA	(6,426)	(9,193)	70%	16,421	-39%	266,540	118,176
(6,426)	(9,193)	70%	16,421	-39%	NET INCOME	(6,426)	(9,193)	70%	16,421	-39%	266,540	118,176

The Golf Club at Cypress Head
Range
For the Month Ending October 31, 2015

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
152	0	0%	2,944	5%	REVENUES	152	0	0%	2,944	5%	35,044	14,093
152	0	0%	2,944	5%	Range	152	0	0%	2,944	5%	35,044	14,093
152	0	0%	2,944	5%	Total Revenues	152	0	0%	2,944	5%	35,044	14,093
					GROSS MARGIN	152	0	0%	2,944	5%	35,044	14,093
					OPERATING EXPENSES							
1,530	0	0%	0	0%	Range Balls	1,530	0	0%	0	0%	3,712	5,205
22	200	11%	0	0%	Range Equipment	22	200	11%	0	0%	724	195
10	250	4%	0	0%	Range Expenses	10	250	4%	0	0%	938	473
0	0	0%	0	0%	Repair & Maint - Equipment	0	0	0%	0	0%	1,288	1,103
1,562	450	347%	0	0%	TOTAL OPERATING EXPENSES	1,562	450	347%	0	0%	6,662	6,976
(1,410)	(450)	313%	2,944	-48%	EBITDA	(1,410)	(450)	313%	2,944	-48%	28,382	7,117
(1,410)	(450)	313%	2,944	-48%	NET INCOME	(1,410)	(450)	313%	2,944	-48%	28,382	7,117

The Golf Club at Cypress Head
F & B Cafe
For the Month Ending October 31, 2015

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%	15,364	0%	Food & Beverage	0	0	0%	15,364	0%	0	88,687
0	0	0%	5,134	0%	Beer	0	0	0%	5,134	0%	0	39,429
0	0	0%	3,743	0%	Liquor	0	0	0%	3,743	0%	0	23,184
0	0	0%	1,528	0%	Wine	0	0	0%	1,528	0%	0	5,298
0	0	0%	350	0%	F&B Other	0	0	0%	350	0%	0	250
0	0	0%	26,119	0%	Total Revenues	0	0	0%	26,119	0%	0	156,848
COST OF GOODS SOLD												
0	0	0%	8,830	0%	COGS - Food & Beverage	0	0	0%	8,830	0%	0	38,238
0	0	0%	2,008	0%	COGS - Beer	0	0	0%	2,008	0%	0	14,871
0	0	0%	967	0%	COGS - Liquor	0	0	0%	967	0%	0	4,692
0	0	0%	966	0%	COGS - Wine	0	0	0%	966	0%	0	2,020
0	0	0%	12,770	0%	Total COGS	0	0	0%	12,770	0%	0	59,822
0	0	0%	13,349	0%	GROSS MARGIN	0	0	0%	13,349	0%	0	97,026
0.00%	0.00%	0.00%	57.47%	0.00%	COGS - Food & Beverage %	0.00%	0.00%	0.00%	57.47%	0.00%	0.00%	264.73%
0.00%	0.00%	0.00%	39.10%	0.00%	COGS - Beer %	0.00%	0.00%	0.00%	39.10%	0.00%	0.00%	228.23%
0.00%	0.00%	0.00%	25.82%	0.00%	COGS - Liquor %	0.00%	0.00%	0.00%	25.82%	0.00%	0.00%	121.37%
0.00%	0.00%	0.00%	63.20%	0.00%	COGS - Wine %	0.00%	0.00%	0.00%	63.20%	0.00%	0.00%	207.64%
0.00%	0.00%	0.00%	49.56%	0.00%	COGS - All Food & Bev	0.00%	0.00%	0.00%	49.56%	0.00%	0.00%	8309.86%
PAYROLL												
0	0	0%	3,333	0%	Gross Kitchen Payroll - Salaried	0	0	0%	3,333	0%	0	21,166
0	0	0%	7,665	0%	Gross Kitchen Payroll - Hourly	0	0	0%	7,665	0%	0	43,724
0	0	0%	10,998	0%	S/T Wages	0	0	0%	10,998	0%	0	64,890
0	0	0%	1,009	0%	Payroll Tax - FICA	0	0	0%	1,009	0%	0	5,450
0	0	0%	351	0%	Payroll Tax - UC	0	0	0%	351	0%	0	2,790
0	0	0%	199	0%	Payroll Tax - WC	0	0	0%	199	0%	0	1,840
0	0	0%	421	0%	Benefits	0	0	0%	421	0%	0	6,297
0	0	0%	1,980	0%	S/T Adders	0	0	0%	1,980	0%	0	16,377
0	0	0%	12,978	0%	TOTAL PAYROLL	0	0	0%	12,978	0%	0	81,267
OPERATING EXPENSES												
0	0	0%	377	0%	Bar Supplies	0	0	0%	377	0%	0	1,788
0	0	0%	92	0%	Dining Room Supplies	0	0	0%	92	0%	0	0
0	0	0%	1,805	0%	Kitchen Supplies	0	0	0%	1,805	0%	0	2,010
0	0	0%	627	0%	Laundry/Linens	0	0	0%	627	0%	0	3,145
0	0	0%	0	0%	Office Supplies	0	0	0%	0	0%	0	57
79	0	0%	697	11%	Repair & Maint - Equipment	79	0	0%	697	11%	0	4,280
0	0	0%	125	0%	Equipment Lease	0	0	0%	125	0%	0	726
0	0	0%	341	0%	Utilities - Gas	0	0	0%	341	0%	0	5,685
0	0	0%	0	0%	Tax/Licenses/Fees	0	0	0%	0	0%	0	2,343
106	0	0%	390	27%	Theft Loss	106	0	0%	390	27%	0	5,825
185	0	0%	4,455	4%	TOTAL OPERATING EXPENSES	185	0	0%	4,455	4%	0	25,858
(185)	0	0%	(4,084)	5%	EBITDA	(185)	0	0%	(4,084)	5%	0	(10,099)
(185)	0	0%	(4,084)	5%	NET INCOME	(185)	0	0%	(4,084)	5%	0	(10,099)

The Golf Club at Cypress Head
Golf Shop
For the Month Ending October 31, 2015

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												
20	0	0%	20	100%	Handicap Fee	20	0	0%	20	100%	4,516	4,392
0	0	0%	130	0%	Lessons	0	0	0%	130	0%	3,029	277
0	0	0%	0	0%	Other Pro Shop Revenue	0	0	0%	0	0%	0	3,543
0	0	0%	248	0%	Rental Clubs	0	0	0%	248	0%	3,224	1,608
532	0	0%	4,500	12%	Retail	532	0	0%	4,500	12%	61,281	49,726
552	0	0%	4,898	11%	Total Revenues	552	0	0%	4,898	11%	72,050	59,546
COST OF GOODS SOLD												
315	0	0%	3,619	9%	COGS - Merchandise	315	0	0%	3,619	9%	33,672	41,239
315	0	0%	3,619	9%	Total COGS	315	0	0%	3,619	9%	33,672	41,239
238	0	0%	1,279	19%	GROSS MARGIN	238	0	0%	1,279	19%	38,378	18,307
59.10%	0.00%	0.00%	80.41%	73.49%	COGS - Merchandise %	59.10%	0.00%	0.00%	80.41%	73.49%	54.95%	1262.43%
PAYROLL												
0	0	0%	1,842	0%	Gross Payroll - Salaried	0	0	0%	1,842	0%	0	11,475
3,372	1,484	227%	1,754	192%	Gross Payroll - Hourly	3,372	1,484	227%	1,754	192%	43,190	15,410
3,372	1,484	227%	3,596	94%	S/T Wages	3,372	1,484	227%	3,596	94%	43,190	26,884
264	113	233%	294	90%	Payroll Tax - FICA	264	113	233%	294	90%	3,304	1,950
32	20	158%	8	401%	Payroll Tax - UC	32	20	158%	8	401%	1,067	703
36	30	121%	138	26%	Payroll Tax - WC	36	30	121%	138	26%	906	534
0	408	0%	385	0%	Benefits	0	408	0%	385	0%	5,041	2,777
332	571	58%	824	40%	S/T Adders	332	571	58%	824	40%	10,318	5,964
3,703	2,055	180%	4,420	84%	TOTAL PAYROLL	3,703	2,055	180%	4,420	84%	53,508	32,849
OPERATING EXPENSES												
0	150	0%	0	0%	Office Supplies	0	150	0%	0	0%	584	178
0	100	0%	0	0%	Printing	0	100	0%	0	0%	100	72
0	0	0%	0	0%	Supplies	0	0	0%	0	0%	4,085	2,145
0	51	0%	50	0%	Tournament Expense	0	51	0%	50	0%	701	2,497
0	0	0%	0	0%	Handicap Expense	0	0	0%	0	0%	4,495	4,662
0	0	0%	0	0%	Lesson Expense	0	0	0%	0	0%	524	319
0	500	0%	0	0%	Repair & Maint - Building	0	500	0%	0	0%	666	164
0	801	0%	50	0%	TOTAL OPERATING EXPENSES	0	801	0%	50	0%	11,155	10,037
(3,466)	(2,856)	121%	(3,191)	109%	EBITDA	(3,466)	(2,856)	121%	(3,191)	109%	(26,285)	(24,578)
(3,466)	(2,856)	121%	(3,191)	109%	NET INCOME	(3,466)	(2,856)	121%	(3,191)	109%	(26,285)	(24,578)

The Golf Club at Cypress Head
G & A
For the Month Ending October 31, 2015

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												
250	0	0%	0	0%	Initiation Fees	250	0	0%	0	0%	0	1,000
250	0	0%	0	0%	Total Revenues	250	0	0%	0	0%	0	1,000
250	0	0%	0	0%	GROSS MARGIN	250	0	0%	0	0%	0	1,000
PAYROLL												
7,961	8,333	96%	7,751	103%	Gross Payroll - Salaried	7,961	8,333	96%	7,751	103%	99,996	92,255
0	0	0%	0	0%	Gross Payroll - Hourly	0	0	0%	0	0%	0	4,461
7,961	8,333	96%	7,751	103%	S/T Wages	7,961	8,333	96%	7,751	103%	99,996	96,716
680	637	107%	656	104%	Payroll Tax - FICA	680	637	107%	656	104%	7,644	8,276
0	0	0%	0	0%	Payroll Tax - UC	0	0	0%	0	0%	527	921
184	167	110%	174	105%	Payroll Tax - WC	184	167	110%	174	105%	2,088	2,651
1,598	1,388	115%	1,742	92%	Benefits	1,598	1,388	115%	1,742	92%	17,506	18,147
2,462	2,192	112%	2,573	96%	S/T Adders	2,462	2,192	112%	2,573	96%	27,765	29,996
10,423	10,525	99%	10,324	101%	TOTAL PAYROLL	10,423	10,525	99%	10,324	101%	127,761	126,712
OPERATING EXPENSES												
125	997	12%	997	12%	Janitorial Supplies	125	997	12%	997	12%	4,739	3,463
0	1,975	0%	175	0%	Laundry/Uniforms	0	1,975	0%	175	0%	2,651	1,863
335	519	65%	519	65%	Office Supplies	335	519	65%	519	65%	3,602	2,127
91	591	15%	91	100%	Alarm System	91	591	15%	91	100%	2,159	1,518
0	0	0%	0	0%	Carpet Cleaning	0	0	0%	0	0%	1,190	300
110	259	42%	259	42%	Computer Service	110	259	42%	259	42%	3,526	2,804
130	0	0%	549	24%	Contract Cleaning	130	0	0%	549	24%	500	3,840
0	0	0%	0	0%	Indoor Plant Maint	0	0	0%	0	0%	200	0
0	115	0%	115	0%	Pest Control	0	115	0%	115	0%	1,495	805
109	0	0%	0	0%	Repair & Maint - Equipment	109	0	0%	0	0%	1,210	1,108
154	59	260%	59	260%	Repair & Maint - Building	154	59	260%	59	260%	3,680	2,345
0	0	0%	0	0%	Repair & Maint - Other	0	0	0%	0	0%	0	907
0	600	0%	0	0%	Security	0	600	0%	0	0%	600	0
168	157	107%	157	107%	Off-Site Storage	168	157	107%	157	107%	1,727	2,083
947	2,094	45%	2,094	45%	Utilities - Other	947	2,094	45%	2,094	45%	25,185	19,170
150	150	100%	150	100%	Utilities - Telephone/Fax	150	150	100%	150	100%	1,878	1,697
165	17	968%	17	950%	Bank Charges	165	17	968%	17	950%	746	865
(53)	0	0%	306	-17%	Cash Short/(Over)	(53)	0	0%	306	-17%	0	(366)
275	175	157%	175	157%	Cell Phone	275	175	157%	175	157%	2,100	1,750
196	0	0%	2,527	8%	City Surcharge R & R	196	0	0%	2,527	8%	35,106	22,570
0	210	0%	210	0%	Copier/Photocopies	0	210	0%	210	0%	1,291	745
1,381	200	690%	1,414	98%	Credit Card Discounts	1,381	200	690%	1,414	98%	25,500	21,179
0	0	0%	0	0%	Donations	0	0	0%	0	0%	0	1,989
150	150	100%	150	100%	Dues & Subscriptions	150	150	100%	150	100%	1,125	1,193
0	0	0%	0	0%	Education & Training	0	0	0%	0	0%	410	305
513	284	181%	284	181%	Employee Relations	513	284	181%	284	181%	1,958	1,900
3,796	3,665	104%	3,665	104%	Insurance Expense	3,796	3,665	104%	3,665	104%	45,074	46,204
131	0	0%	0	0%	Member Relations	131	0	0%	0	0%	659	414
83	98	85%	98	85%	Messenger Service - Fedex	83	98	85%	98	85%	447	335
674	0	0%	0	0%	Miscellaneous	674	0	0%	0	0%	0	674
1,600	1,600	100%	1,600	100%	O/S - Accounting	1,600	1,600	100%	1,600	100%	13,200	12,000
0	0	0%	0	0%	O/S - Legal	0	0	0%	0	0%	160	2,648
0	77	0%	77	0%	O/S - Other	0	77	0%	77	0%	77	0
228	246	93%	246	93%	Payroll Processing Fee	228	246	93%	246	93%	4,009	3,760
39	14	280%	14	283%	Postage/Shipping	39	14	283%	14	283%	560	484
0	(30)	0%	(60)	0%	Tax/Licenses/Fees	0	(30)	0%	(60)	0%	(130)	(426)
29	0	0%	0	0%	Travel - Meals	29	0	0%	0	0%	0	82
1,052	487	216%	487	216%	Travel - Other	1,052	487	216%	487	216%	8,687	14,304
0	0	0%	0	0%	Employee Meals	0	0	0%	0	0%	2,396	1,444
12,576	14,709	85%	16,375	77%	TOTAL OPERATING EXPENSES	12,576	14,709	85%	16,375	77%	197,717	178,084
(22,748)	(25,234)	90%	(26,698)	85%	EBITDA	(22,748)	(25,234)	90%	(26,698)	85%	(325,478)	(303,796)
7,370	3,685	200%	7,370	100%	Management Fee	7,370	3,685	200%	7,370	100%	65,296	66,226
7,370	3,685	200%	7,370	100%	Management Fees	7,370	3,685	200%	7,370	100%	65,296	66,226
0	154	0%	154	0%	Deprec - Office F.F&E	0	154	0%	154	0%	1,848	(154)
98	98	100%	98	100%	Deprec - Mach & Equip	98	98	100%	98	100%	1,171	1,171
283	283	100%	283	100%	Deprec - Buildings	283	283	100%	283	100%	3,401	3,401
381	535	71%	535	71%	S/T DEPR. & AMORT	381	535	71%	535	71%	6,420	4,418
(30,499)	(29,454)	104%	(34,603)	88%	NET INCOME	(30,499)	(29,454)	104%	(34,603)	88%	(397,194)	(374,440)

The Golf Club at Cypress Head
G & A
For the Month Ending October 31, 2015

MTD	MTD	% of	MTD	% of
Actual	Budget	Budget	Prior Year	PY

YTD	YTD	% of	YTD	% of	Annual
Actual	Budget	Budget	Prior Year	PY	Budget

The Golf Club at Cypress Head
Marketing
For the Month Ending October 31, 2015

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							
3,632	3,060	119%	3,810	95%	Gross Payroll - Salaried	3,632	3,060	119%	3,810	95%	36,720	36,169
3,632	3,060	119%	3,810	95%	S/T Wages	3,632	3,060	119%	3,810	95%	36,720	36,169
266	234	114%	282	94%	Payroll Tax - FICA	266	234	114%	282	94%	2,808	2,871
0	0	0%	0	0%	Payroll Tax - UC	0	0	0%	0	0%	263	339
59	62	95%	62	94%	Payroll Tax - WC	59	62	95%	62	94%	772	927
412	408	101%	412	100%	Benefits	412	408	101%	412	100%	5,041	4,599
737	704	105%	756	97%	S/T Adders	737	704	105%	756	97%	8,884	8,737
4,369	3,764	116%	4,566	96%	TOTAL PAYROLL	4,369	3,764	116%	4,566	96%	45,604	44,906
					OPERATING EXPENSES							
(1,750)	10,488	-17%	2,959	-59%	Advertising & Promotion	(1,750)	10,488	-17%	2,959	-59%	23,866	22,546
8,451	2,000	423%	0	0%	Miscellaneous	8,451	2,000	423%	0	0%	10,000	8,491
0	50	0%	0	0%	Travel - Other	0	50	0%	0	0%	820	193
0	1,000	0%	0	0%	Website Expenses	0	1,000	0%	0	0%	5,000	2,100
6,701	13,538	49%	2,959	226%	TOTAL OPERATING EXPENSES	6,701	13,538	49%	2,959	226%	39,686	33,330
(11,069)	(17,302)	64%	(7,524)	147%	EBITDA	(11,069)	(17,302)	64%	(7,524)	147%	(85,290)	(78,236)
(11,069)	(17,302)	64%	(7,524)	147%	NET INCOME	(11,069)	(17,302)	64%	(7,524)	147%	(85,290)	(78,236)

The Golf Club at Cypress Head
For the Month Ending October 31, 2015

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												
5,027	0	0%	64,675	8%	Green Fees & Cart Fees	5,027	0	0%	64,675	8%	1,023,426	655,220
532	0	0%	4,500	12%	Merchandise	532	0	0%	4,500	12%	61,281	49,726
20	0	0%	398	5%	Other Pro Shop	20	0	0%	398	5%	10,769	9,820
152	0	0%	2,944	5%	Range	152	0	0%	2,944	5%	35,044	14,093
0	0	0%	26,119	0%	Food and Beverage	0	0	0%	26,119	0%	0	156,848
250	0	0%	0	0%	Membership Initiation Fees	250	0	0%	0	0%	0	1,000
196	0	0%	2,527	8%	Other Operating Revenues	196	0	0%	2,527	8%	35,106	22,570
6,177	0	0%	101,163	6%	TOTAL REVENUE	6,177	0	0%	101,163	6%	1,165,626	909,276
COST OF SALES												
315	0	0%	3,619	9%	Merchandise	315	0	0%	3,619	9%	33,672	41,239
0	0	0%	12,770	0%	Food & Beverage	0	0	0%	12,770	0%	0	59,822
315	0	0%	16,389	2%	TOTAL COGS	315	0	0%	16,389	2%	33,672	101,060
59.1%	0.0%	0.0%	80.4%	73.5%	COGS - Merchandise %	59.1%	0.0%	0.0%	80.4%	73.5%	54.9%	1262.4%
0.0%	0.0%	0.0%	49.6%	0.0%	COGS - Food %	0.0%	0.0%	0.0%	49.6%	0.0%	0.0%	8309.9%
PAYROLL												
34,056	25,093	136%	22,609	151%	Course and Grounds	34,056	25,093	136%	22,609	151%	302,225	302,728
1,565	2,416	65%	4,510	35%	Carts, Range, Starters, Etc.	1,565	2,416	65%	4,510	35%	73,469	36,796
3,703	2,055	180%	4,420	84%	Pro Shop	3,703	2,055	180%	4,420	84%	53,508	32,849
0	0	0%	12,978	0%	Food and Beverage	0	0	0%	12,978	0%	0	81,267
10,423	10,525	99%	10,324	101%	General and Administrative	10,423	10,525	99%	10,324	101%	127,761	126,712
4,369	3,764	116%	4,566	96%	Marketing	4,369	3,764	116%	4,566	96%	45,604	44,906
54,116	43,853	123%	59,407	91%	TOTAL PAYROLL	54,116	43,853	123%	59,407	91%	602,567	625,257
OPERATING EXPENSES												
29,573	36,868	80%	35,492	83%	Course and Grounds	29,573	36,868	80%	35,492	83%	194,632	206,034
7,824	7,227	108%	7,260	108%	Carts, Range, Starters, Etc.	7,824	7,227	108%	7,260	108%	85,831	113,928
0	801	0%	50	0%	Pro Shop	0	801	0%	50	0%	11,155	10,037
185	0	0%	4,455	4%	Food and Beverage	185	0	0%	4,455	4%	0	25,858
12,576	14,709	85%	16,375	77%	General and Administrative	12,576	14,709	85%	16,375	77%	197,717	178,084
6,701	13,538	49%	2,959	226%	Marketing	6,701	13,538	49%	2,959	226%	39,686	33,330
56,858	73,143	78%	66,590	85%	TOTAL OPERATING EXPENSES	56,858	73,143	78%	66,590	85%	529,021	569,272
111,289	116,996	95%	142,385	78%	TOTAL EXPENSES	111,289	116,996	95%	142,385	78%	1,165,260	1,295,589
(105,112)	(116,996)	90%	(41,222)	255%	EBITDA	(105,112)	(116,996)	90%	(41,222)	255%	366	(386,313)

The Golf Club at Cypress Head
For the Month Ending October 31, 2015

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
(105,112)	(116,996)	90%	(41,222)	255%	EBITDA	(105,112)	(116,996)	90%	(41,222)	255%	366	(386,313)
(7,370)	(3,685)	200%	(7,370)	100%	MANAGEMENT FEES	(7,370)	(3,685)	200%	(7,370)	100%	(65,296)	(66,226)
(381)	(535)	71%	(535)	71%	OTHER INCOME (EXPENSE)	(381)	(535)	71%	(535)	71%	(6,420)	(4,418)
(381)	(535)	71%	(535)	71%	Depreciation & Amortization	(381)	(535)	71%	(535)	71%	(6,420)	(4,418)
(112,862)	(121,216)	93%	(49,127)	230%	TOTAL OTHER INCOME (EXPENSE)	(112,862)	(121,216)	93%	(49,127)	230%	(71,350)	(456,957)
					NET INCOME							
247	0	0%	2,862	9%	Paid Rounds	247	0	0%	2,862	9%	38,507	23,294
22	0	0%	402	5%	Annual Pass Rounds	22	0	0%	402	5%	4,295	2,590
1	0	0%	237	0%	Other Rounds	1	0	0%	237	0%	2,819	1,536
270	0	0%	3,501	8%	Total Rounds	270	0	0%	3,501	8%	45,621	27,420
25	0	0%	35	71%	Revenue/Paid Rounds	25	0	0%	35	71%	30	258
23	0	0%	29	79%	Revenue/Total Rounds	23	0	0%	29	79%	26	220

The Golf Club at Cypress Head
For the Month Ending October 31, 2015

	<u>10/31/15</u>	<u>09/30/15</u>	<u>10/31/14</u>
ASSETS			
CURRENT ASSETS:			
Cash			
Cash - Operating	169,013	49,118	90,670
Cash - Manual Checks	850	750	500
Cash - Housebank & Other	<u>(545)</u>	<u>246</u>	<u>677</u>
Total Cash	<u>169,318</u>	<u>50,114</u>	<u>91,847</u>
Accounts Receivable			
A/R Member	<u>27,901</u>	<u>161,607</u>	<u>6,434</u>
Total Accounts Receivable	<u>27,901</u>	<u>161,607</u>	<u>6,434</u>
Other Current Assets			
Inventory - Merchandise	20,531	11,682	40,758
Inventory - Food & Beverage	0	3,488	12,626
Prepaid Insurance	14,312	18,108	12,611
Prepaid Exp - Other	<u>14,934</u>	<u>11,428</u>	<u>2,461</u>
Total Other Current Assets	<u>49,777</u>	<u>44,706</u>	<u>68,456</u>
TOTAL CURRENT ASSETS	<u>246,996</u>	<u>256,426</u>	<u>166,737</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>(81,661)</u>	<u>(81,280)</u>	<u>(77,243)</u>
TOTAL PROPERTY, PLANT AND EQUIPMENT	<u>27,510</u>	<u>27,891</u>	<u>31,928</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>279,506</u></u>	<u><u>289,318</u></u>	<u><u>203,666</u></u>

The Golf Club at Cypress Head
For the Month Ending October 31, 2015

	<u>10/31/15</u>	<u>09/30/15</u>	<u>10/31/14</u>
LIABILITIES AND STOCKHOLDERS' EQUITY			
CURRENT LIABILITIES:			
Accts Pay - Trade	51,931	17,808	40,643
Accts Pay - Other	422,529	412,511	41,656
Accrued Expenses	0	8,200	2,250
Accrued Payroll	29,586	20,979	29,384
Accrued Taxes	13,665	47	2,530
Accrued Interest	1,364	11,197	0
Deferred Revenue	266,515	211,797	136,329
TOTAL CURRENT LIABILITIES	<u>785,589</u>	<u>682,539</u>	<u>252,792</u>
 TOTAL LIABILITIES	 <u>785,589</u>	 <u>682,539</u>	 <u>252,792</u>
 STOCKHOLDER'S EQUITY			
Retained Earnings	<u>(506,083)</u>	<u>(393,221)</u>	<u>(49,127)</u>
Net Retained Earnings	<u>(506,083)</u>	<u>(393,221)</u>	<u>(49,127)</u>
Stockholders Equity	<u>(506,083)</u>	<u>(393,221)</u>	<u>(49,127)</u>
TOTAL STOCKHOLDER'S EQUITY	<u>(506,083)</u>	<u>(393,221)</u>	<u>(49,127)</u>
 TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY	 <u>279,506</u>	 <u>289,318</u>	 <u>203,666</u>

The Golf Club at Cypress Head

General Ledger

Ranges: From:
Date: 10/1/2015
Account: First

To:
10/31/2015
Last

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

Account
Posting, Unit

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	10060-5950-900	Cash - Operating New	\$49,118.38	\$205,583.13	\$85,688.59	\$119,894.54	\$169,012.92
	10100-5950-900	Cash - Course Other	\$750.00	\$100.00	\$0.00	\$100.00	\$850.00
	10120-5950-900	Cash - New Payroll	(\$354.33)	\$37,540.83	\$38,231.42	(\$690.59)	(\$1,044.92)
	10180-5950-900	Cash - Pro Shop Bank	\$600.00	\$0.00	\$100.00	\$100.00	\$500.00
	11160-5950-900	A/R Member	\$161,606.81	\$10,938.18	\$144,643.91	(\$133,705.73)	\$27,901.08
	12000-5950-900	Inventory - Merchandise	\$11,682.02	\$9,176.14	\$326.74	\$8,849.40	\$20,531.42
	12180-5950-900	Inventory - Food	\$44.32	\$0.00	\$44.32	(\$44.32)	\$0.00
	12200-5950-900	Inventory - Beverage	\$61.50	\$0.00	\$61.50	(\$61.50)	\$0.00
	12240-5950-900	Inventory - Liquor	\$2,574.13	\$0.00	\$2,574.13	(\$2,574.13)	\$0.00
	12260-5950-900	Inventory - Wine	\$808.31	\$0.00	\$808.31	(\$808.31)	\$0.00
	13020-5950-900	Prepaid Insurance	\$18,107.52	\$0.00	\$3,795.92	(\$3,795.92)	\$14,311.60
	13040-5950-900	Prepaid Exp - Other	\$11,427.72	\$12,800.00	\$9,293.90	\$3,506.10	\$14,933.82
	13480-5950-900	Deposit - Vendors	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00
	20040-5950-900	Furniture & Fixtures	\$26,624.50	\$0.00	\$0.00	\$0.00	\$26,624.50
	20100-5950-900	Machinery & Equipment	\$17,711.94	\$0.00	\$0.00	\$0.00	\$17,711.94
	20160-5950-900	Land	\$64,834.76	\$0.00	\$0.00	\$0.00	\$64,834.76
	22020-5950-900	Accum. Deprec - Office F,F&E	(\$26,624.50)	\$0.00	\$0.00	\$0.00	(\$26,624.50)
	22040-5950-900	Accum. Deprec - Mach & Equip	(\$13,712.17)	\$0.00	\$97.55	(\$97.55)	(\$13,809.72)
	22080-5950-900	Accum. Deprec - Buildings	(\$40,943.28)	\$0.00	\$283.45	(\$283.45)	(\$41,226.73)
	30000-5950-900	Accts Pay - Trade	(\$17,807.57)	\$47,656.34	\$81,779.91	(\$34,123.57)	(\$51,931.14)
	30040-5950-900	Accts Pay - Other	(\$412,510.56)	\$0.00	\$10,018.00	(\$10,018.00)	(\$422,528.56)
	31000-5950-900	Accrued Expenses	(\$8,200.00)	\$8,200.00	\$0.00	\$8,200.00	\$0.00
	31020-5950-900	Accrued Payroll	(\$20,979.30)	\$11,444.09	\$19,864.43	(\$8,420.34)	(\$29,399.64)
	31080-5950-900	Accrued Tips Payable	\$0.00	\$0.00	\$186.00	(\$186.00)	(\$186.00)
	31220-5950-900	Accrued Sales Tax	(\$47.16)	\$47.16	\$13,468.84	(\$13,421.68)	(\$13,468.84)
	31240-5950-900	Accrued Annual Sales Tax	(\$11,196.58)	\$10,161.24	\$328.81	\$9,832.43	(\$1,364.15)
	31400-5950-900	Accrued City Surcharge	\$0.00	\$0.00	\$196.46	(\$196.46)	(\$196.46)
	32000-5950-900	Deferred Rev - Rainchecks	(\$581.81)	\$572.22	\$0.00	\$572.22	(\$9.59)
	32020-5950-900	Deferred Rev - Outing Deposits	\$0.00	\$138,707.78	\$142,063.16	(\$3,355.38)	(\$3,355.38)
	32040-5950-900	Deferred Rev - Legacy GF Passes	(\$69,871.12)	\$31,053.64	\$28,950.00	\$2,103.64	(\$67,767.48)
	32050-5950-900	Deferred Revenue - Cypress GF Passes	\$0.00	\$0.00	\$47,750.00	(\$47,750.00)	(\$47,750.00)
	32060-5950-900	Deferred Rev - Gift Certificates	(\$4,675.14)	\$31,515.00	\$31,515.00	\$0.00	(\$4,675.14)
	32070-5950-900	Deferred Rev - Gift Cards	(\$15,574.99)	\$60.91	\$695.00	(\$634.09)	(\$16,209.08)
	32100-5950-900	Deferred Rev - Credit Books	(\$19,218.12)	\$37.48	\$732.51	(\$695.03)	(\$19,913.15)
	32120-5950-900	Deferred Rev - Trail Fee Pass	(\$99,772.64)	\$0.00	\$6,010.40	(\$6,010.40)	(\$105,783.04)
	32220-5950-900	Deferred Rev - Founders Pass	(\$2,103.64)	\$1,051.82	\$0.00	\$1,051.82	(\$1,051.82)
	49020-5950-900	Retained Earnings - Current	\$393,221.00	\$0.00	\$0.00	\$0.00	\$393,221.00
	50040-5950-100	Green Fees - Member	\$0.00	\$0.00	\$3,429.35	(\$3,429.35)	(\$3,429.35)
	50070-5950-100	Green Fees - (surcharge)	\$0.00	\$196.46	\$392.92	(\$196.46)	(\$196.46)
	50500-5950-200	Cart Fee 18	\$0.00	\$0.00	\$1,401.00	(\$1,401.00)	(\$1,401.00)
	51050-5950-900	Initiation/Transfer Fees	\$0.00	\$0.00	\$250.00	(\$250.00)	(\$250.00)
	52090-5950-600	Handicap Fee	\$0.00	\$0.00	\$20.00	(\$20.00)	(\$20.00)
	52310-5950-600	Retail	\$0.00	\$0.00	\$532.29	(\$532.29)	(\$532.29)
	53050-5950-220	Range Pass Revenue	\$0.00	\$0.00	\$151.80	(\$151.80)	(\$151.80)
	56120-5950-100	City Surcharge R & R	\$0.00	\$0.00	\$196.46	(\$196.46)	(\$196.46)
	60000-5950-600	COGS - Merchandise - Accessories	\$0.00	\$314.56	\$0.00	\$314.56	\$314.56
	70000-5950-100	Gross Payroll - Salaried	\$0.00	\$9,327.44	\$2,201.81	\$7,125.63	\$7,125.63
	70000-5950-900	Gross Payroll - Salaried	\$0.00	\$12,953.31	\$4,992.68	\$7,960.63	\$7,960.63
	70000-5950-950	Gross Payroll - Salaried	\$0.00	\$4,136.08	\$504.40	\$3,631.68	\$3,631.68
	70010-5950-100	Gross Payroll - Hourly	\$0.00	\$25,621.41	\$4,730.83	\$20,890.58	\$20,890.58
	70010-5950-200	Gross Payroll - Hourly	\$0.00	\$1,409.66	\$0.00	\$1,409.66	\$1,409.66
	70010-5950-600	Gross Payroll - Hourly	\$0.00	\$3,371.70	\$0.00	\$3,371.70	\$3,371.70
	71000-5950-100	Payroll Tax - FICA	\$0.00	\$2,571.00	\$554.61	\$2,016.39	\$2,016.39
	71000-5950-200	Payroll Tax - FICA	\$0.00	\$109.83	\$0.00	\$109.83	\$109.83
	71000-5950-600	Payroll Tax - FICA	\$0.00	\$263.63	\$0.00	\$263.63	\$263.63
	71000-5950-900	Payroll Tax - FICA	\$0.00	\$933.05	\$252.75	\$680.30	\$680.30
	71000-5950-950	Payroll Tax - FICA	\$0.00	\$306.58	\$40.35	\$266.23	\$266.23

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	71010-5950-100	Payroll Tax - UC	\$0.00	\$228.21	\$0.00	\$228.21	\$228.21
	71010-5950-200	Payroll Tax - UC	\$0.00	\$24.47	\$0.00	\$24.47	\$24.47
	71010-5950-600	Payroll Tax - UC	\$0.00	\$31.55	\$0.00	\$31.55	\$31.55
	71020-5950-100	Payroll Tax - WC	\$0.00	\$504.96	\$0.00	\$504.96	\$504.96
	71020-5950-200	Payroll Tax - WC	\$0.00	\$15.16	\$0.00	\$15.16	\$15.16
	71020-5950-600	Payroll Tax - WC	\$0.00	\$36.36	\$0.00	\$36.36	\$36.36
	71020-5950-900	Payroll Tax - WC	\$0.00	\$184.00	\$0.00	\$184.00	\$184.00
	71020-5950-950	Payroll Tax - WC	\$0.00	\$58.76	\$0.00	\$58.76	\$58.76
	71030-5950-100	Benefits	\$0.00	\$5,401.62	\$2,110.99	\$3,290.63	\$3,290.63
	71030-5950-200	Benefits	\$0.00	\$13.48	\$7.25	\$6.23	\$6.23
	71030-5950-900	Benefits	\$0.00	\$3,093.12	\$1,495.43	\$1,597.69	\$1,597.69
	71030-5950-950	Benefits	\$0.00	\$600.51	\$188.68	\$411.83	\$411.83
	80110-5950-200	Cart Supplies	\$0.00	\$308.32	\$0.00	\$308.32	\$308.32
	80170-5950-100	Course Accessories	\$0.00	\$597.18	\$0.00	\$597.18	\$597.18
	80230-5950-100	Fertilizer	\$0.00	\$5,565.95	\$0.00	\$5,565.95	\$5,565.95
	80250-5950-100	Flowers/Decor	\$0.00	\$73.96	\$0.00	\$73.96	\$73.96
	80270-5950-100	Fuel	\$0.00	\$1,124.81	\$0.00	\$1,124.81	\$1,124.81
	80280-5950-100	Fungicides	\$0.00	\$305.53	\$0.00	\$305.53	\$305.53
	80320-5950-100	Herbicides	\$0.00	\$2,530.41	\$0.00	\$2,530.41	\$2,530.41
	80370-5950-100	Insecticides	\$0.00	\$930.02	\$0.00	\$930.02	\$930.02
	80380-5950-900	Janitorial Supplies	\$0.00	\$124.55	\$0.00	\$124.55	\$124.55
	80520-5950-900	Office Supplies	\$0.00	\$335.16	\$0.00	\$335.16	\$335.16
	80610-5950-220	Range Balls	\$0.00	\$1,530.00	\$0.00	\$1,530.00	\$1,530.00
	80620-5950-220	Range Equipment	\$0.00	\$22.37	\$0.00	\$22.37	\$22.37
	80630-5950-220	Range Expenses	\$0.00	\$9.90	\$0.00	\$9.90	\$9.90
	80690-5950-100	Sand/Topdress	\$0.00	\$3,117.65	\$0.00	\$3,117.65	\$3,117.65
	80710-5950-100	Seeds/Trees	\$0.00	\$5,908.51	\$0.00	\$5,908.51	\$5,908.51
	80810-5950-600	Tournament Expense	\$0.00	\$1,500.00	\$1,500.00	\$0.00	\$0.00
	81010-5950-900	Alarm System	\$0.00	\$90.50	\$0.00	\$90.50	\$90.50
	81130-5950-900	Computer Service	\$0.00	\$109.80	\$0.00	\$109.80	\$109.80
	81140-5950-900	Contract Cleaning	\$0.00	\$130.00	\$0.00	\$130.00	\$130.00
	81250-5950-100	Irrigation	\$0.00	\$477.30	\$0.00	\$477.30	\$477.30
	81350-5950-100	Repair & Maint - Equipment	\$0.00	\$2,521.56	\$270.48	\$2,251.08	\$2,251.08
	81350-5950-540	Repair & Maint - Equipment	\$0.00	\$78.90	\$0.00	\$78.90	\$78.90
	81350-5950-900	Repair & Maint - Equipment	\$0.00	\$119.45	\$10.00	\$109.45	\$109.45
	81360-5950-900	Repair & Maint - Building	\$0.00	\$153.55	\$0.00	\$153.55	\$153.55
	82000-5950-200	Cart Lease	\$0.00	\$5,356.00	\$0.00	\$5,356.00	\$5,356.00
	82020-5950-100	Equipment Lease	\$0.00	\$4,512.00	\$0.00	\$4,512.00	\$4,512.00
	82060-5950-900	Off-Site Storage	\$0.00	\$168.00	\$0.00	\$168.00	\$168.00
	83000-5950-100	Utilities - Electric	\$0.00	\$280.90	\$0.00	\$280.90	\$280.90
	83000-5950-200	Utilities - Electric	\$0.00	\$597.09	\$0.00	\$597.09	\$597.09
	83020-5950-100	Utilities - Other	\$0.00	\$1,056.61	\$0.00	\$1,056.61	\$1,056.61
	83020-5950-900	Utilities - Other	\$0.00	\$946.95	\$0.00	\$946.95	\$946.95
	83030-5950-100	Utilities - Telephone/Fax	\$0.00	\$91.93	\$0.00	\$91.93	\$91.93
	83030-5950-900	Utilities - Telephone/Fax	\$0.00	\$150.00	\$0.00	\$150.00	\$150.00
	83050-5950-100	Utilities - Water	\$0.00	\$322.58	\$0.00	\$322.58	\$322.58
	84030-5950-950	Adv/Promo - Local/Regional Print	\$0.00	\$1,272.00	\$0.00	\$1,272.00	\$1,272.00
	84040-5950-950	Adv/Promo - Mktg/Bus Dev	\$0.00	\$5,178.31	\$8,200.00	(\$3,021.69)	(\$3,021.69)
	85020-5950-900	Bank Charges	\$0.00	\$164.52	\$0.00	\$164.52	\$164.52
	85050-5950-900	Cash Short/(Over)	\$0.00	\$7.65	\$61.13	(\$53.48)	(\$53.48)
	85060-5950-900	Cell Phone	\$0.00	\$275.00	\$0.00	\$275.00	\$275.00
	85070-5950-900	City Surcharge R & R	\$0.00	\$196.46	\$0.00	\$196.46	\$196.46
	85120-5950-900	Credit Card Discounts	\$0.00	\$1,380.76	\$0.00	\$1,380.76	\$1,380.76
	85150-5950-900	Dues & Subscriptions	\$0.00	\$150.00	\$0.00	\$150.00	\$150.00
	85190-5950-900	Employee Relations	\$0.00	\$512.86	\$0.00	\$512.86	\$512.86
	85200-5950-100	Employee Testing	\$0.00	\$101.75	\$0.00	\$101.75	\$101.75
	85280-5950-900	Insurance Expense	\$0.00	\$3,795.92	\$0.00	\$3,795.92	\$3,795.92
	85320-5950-900	Member Relations	\$0.00	\$131.18	\$0.00	\$131.18	\$131.18
	85330-5950-900	Messenger Service - Fedex	\$0.00	\$83.24	\$0.00	\$83.24	\$83.24
	85340-5950-900	Miscellaneous	\$0.00	\$673.52	\$0.00	\$673.52	\$673.52
	85340-5950-950	Miscellaneous	\$0.00	\$12,124.18	\$3,673.52	\$8,450.66	\$8,450.66
	85390-5950-900	O/S - Accounting	\$0.00	\$1,600.00	\$0.00	\$1,600.00	\$1,600.00
	85430-5950-100	O/S - Other	\$0.00	\$325.00	\$0.00	\$325.00	\$325.00

TRIAL BALANCE SUMMARY FOR 2015
The Golf Club at Cypress Head

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	85480-5950-900	Payroll Processing Fee	\$0.00	\$227.50	\$0.00	\$227.50	\$227.50
	85490-5950-900	Postage/Shipping	\$0.00	\$39.20	\$0.00	\$39.20	\$39.20
	85660-5950-540	Loss/Theft	\$0.00	\$105.82	\$0.00	\$105.82	\$105.82
	85710-5950-900	Travel - Meals	\$0.00	\$28.78	\$0.00	\$28.78	\$28.78
	85720-5950-900	Travel - Other	\$0.00	\$1,052.43	\$0.00	\$1,052.43	\$1,052.43
	90000-5950-900	Management Fee	\$0.00	\$7,369.60	\$0.00	\$7,369.60	\$7,369.60
	98020-5950-900	Deprec - Mach & Equip	\$0.00	\$97.55	\$0.00	\$97.55	\$97.55
	98040-5950-900	Deprec - Buildings	\$0.00	\$283.45	\$0.00	\$283.45	\$283.45
	RCMWD-5950-100	Rounds - Complimentary - Weekday	8,841.00	0.00	0.00	0.00	8,841.00
	REMWD-5950-100	Rounds - Employee - Weekday	15,428.00	1.00	0.00	1.00	15,429.00
	RMBWD-5950-100	Rounds - Member - Weekday	48,047.00	22.00	0.00	22.00	48,069.00
	RPKWD-5950-100	Rounds - Peak - Weekday	267,263.00	247.00	0.00	247.00	267,510.00
	RPKWE-5950-100	Rounds - Peak - Weekend	5,071.00	0.00	0.00	0.00	5,071.00
		<u>Accounts</u>	<u>Beginning Balance</u>	<u>Debit</u>	<u>Credit</u>	<u>Net Change</u>	<u>Ending Balance</u>
		Grand Totals:	133	\$0.00	\$706,676.99	\$706,676.99	\$0.00
							\$0.00

The Golf Club at Cypress Head
Comparative Income Statement
For the Month Ending October 31, 2015

	MTD Prior Year	YTD Prior Year	Audited Prior Year	Percent of Total	MTD Actual	YTD Actual	Annual Budget	Percent of Total
REVENUES								
Green Fees & Cart Fees	64,675	64,675	714,869	9%	5,027	5,027	1,023,426	0%
Merchandise	4,500	4,500	53,694	8%	532	532	61,281	1%
Other Pro Shop	398	398	10,198	4%	20	20	10,769	0%
Range	2,944	2,944	16,885	17%	152	152	35,044	0%
Food and Beverage	26,119	26,119	182,967	14%	0	0	0	
Membership Initiation Fees	0	0	750		250	250	0	
Other Operating Revenues	2,527	2,527	24,901	10%	196	196	35,106	1%
TOTAL REVENUE	101,163	101,163	1,004,262	10%	6,177	6,177	1,165,626	1%
COST OF SALES								
Merchandise	3,619	3,619	44,543	8%	315	315	33,672	1%
Food & Beverage	12,770	12,770	72,592	18%	0	0	0	
TOTAL COGS	16,389	16,389	117,135	14%	315	315	33,672	1%
COGS - Merchandise %	80.4%	80.4%	83.0%	96.9%	59.1%	59.1%	54.9%	107.6%
COGS - Food %	49.6%	49.6%	39.8%	124.5%				
PAYROLL								
Course and Grounds	22,609	22,609	291,280	8%	34,056	34,056	302,225	11%
Carts, Range, Starters, Etc.	4,510	4,510	39,741	11%	1,565	1,565	73,469	2%
Pro Shop	4,420	4,420	33,566	13%	3,703	3,703	53,508	7%
Food and Beverage	12,978	12,978	94,245	14%	0	0	0	
General and Administrative	10,324	10,324	126,613	8%	10,423	10,423	127,761	8%
Marketing	4,566	4,566	45,103	10%	4,369	4,369	45,604	10%
TOTAL PAYROLL	59,407	59,407	630,548	9%	54,116	54,116	602,567	9%
OPERATING EXPENSES								
Course and Grounds	35,492	35,492	213,953	17%	29,573	29,573	194,632	15%
Carts, Range, Starters, Etc.	7,260	7,260	113,365	6%	7,824	7,824	85,831	9%
Pro Shop	50	50	10,087	0%	0	0	11,155	
Food and Beverage	4,455	4,455	30,128	15%	185	185	0	
General and Administrative	16,375	16,375	181,883	9%	12,576	12,576	197,717	6%
Marketing	2,959	2,959	29,588	10%	6,701	6,701	39,686	17%
TOTAL OPERATING EXPENSES	66,590	66,590	579,003	12%	56,858	56,858	529,021	11%
TOTAL EXPENSES	142,385	142,385	1,326,685	11%	111,289	111,289	1,165,260	10%
OTHER INCOME (EXPENSE)								
MANAGEMENT FEES	(7,370)	(7,370)	(66,226)	11%	(7,370)	(7,370)	(65,296)	11%
Depreciation & Amortization	(535)	(535)	(4,572)	12%	(381)	(381)	(6,420)	6%
TOTAL OTHER INCOME (EXPENSE)	(7,904)	(7,904)	(70,798)	11%	(7,751)	(7,751)	(71,716)	11%
NET INCOME	(49,127)	(49,127)	(393,221)	12%	(112,862)	(112,862)	(71,350)	158%
Paid Rounds								
Paid Rounds	2,862	2,862	25,909	11%	247	247	38,507	1%
Annual Pass Rounds	402	402	2,970	14%	22	22	4,295	1%
Other Rounds	237	237	1,772	13%	1	1	2,819	0%
Total Rounds	3,501	3,501	30,651	11%	270	270	45,621	1%
Revenue/Paid Rounds	35	35	39	91%	25	25	30	83%
Revenue/Total Rounds	29	29	33	88%	23	23	26	90%



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 12/01/2015

Consent item: No

SUBJECT: Cameron McClelland-Spruce Creek High School Fastpitch Coach

DEPARTMENT: Parks & Recreation

GOAL: 3 - Economic Development

OBJECTIVE: 5 - Explore economic development through competitive sports tournaments

RECOMMENDED MOTION: Provide direction to staff on the fee waiver request.

SUMMARY: Mr. McClelland is requesting a partial fee waiver for Coraci Park. The high school leases Coraci on three occasions annually. They are willing to pay the rental, set up and staffing fees. Their request is to have the concession and temporary fence fees waived for a total of \$1,000.

There is staff time associated with the fence set up, however it is during regular business time and no overtime is required. There are minimal costs associated with the concession stand for electric and water.

Attached for your review are the invoices for the three rentals.

In 2015 council agreed to waive these fees.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Sponsor Letter	letter2016.pdf
2.	2016 Invoices	2016 invoices.pdf

Lovallo, Susan
Lovallo, Susan
Johansson, M. Jake

Created/Initiated - 11/10/2015
Approved - 11/10/2015
Final Approval - 11/24/2015

SPRUCE CREEK HIGH SCHOOL



October 30, 2015

Mayor Green & City Council,

My name is Cameron McClelland and I currently teach and coach at Spruce Creek HS. As head coach of the high school softball program I was absolutely thrilled when Port Orange constructed the Coraci Fields; however, I feel as though the rates to use those fields are too much for a self-sufficient, local program such as ours. The biggest burden is the recently added \$50 fence fee that equates to \$200 per event along with the \$100 concession usage fee. If those fees were waived that would yield a \$1000 savings for our softball program. That is a huge saving for our program since we do not receive any help from other sources within Volusia County or school athletic department. The entry fees that we charge teams are in line with other tournaments hosted around the state and right now those fees just barely cover the costs of the fields. In order generate revenue we have to do a bang-up job on concessions. I am not looking to short change any staff or maintenance workers, but rather I am asking for the council to consider waiving unnecessary fees to help a local, public school softball program.

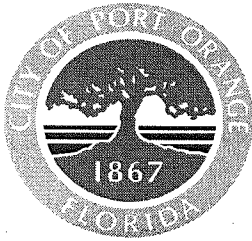
Fees requested to be waived:

- Fence set up fee
- Concession fee

Thanks for your consideration,

Cameron McClelland
Head Softball Coach

801 Taylor Road
Port Orange, FL 32127
(386) 322-6272 or (386) 756-7200
Fax: (386) 756-7270
<http://www.sprucecreekhg.com>



CITY OF PORT ORANGE

1000 City Center Circle, Port Orange, FL 32129

Cameron McClelland - Spruce Creek HS Softball

Date Created: 10/28/15

MAKE ALL CHECKS PAYABLE TO THE CITY OF PORT ORANGE
MAIL ALL CHECKS TO PARKS AND RECREATION ATTN: JOSH ANDERSON
4655 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129

Invoice 13016

ITEM / EVENT		DUE	PAID
January 30th 2016			
Spruce Creek HS Softball			
Friday- set up			
\$35 per Field	4 Fields	\$140.00	
\$50 per Fence	4 Fences	\$200.00	
Saturday, January 30th			
Coraci Field #1 without lights	\$10/hr 9-1pm	\$ 40.00	
Coraci Field #2 without lights	\$10/hr 9-1pm	\$ 40.00	
Coraci Field #3 without lights	\$10/hr 9-1pm	\$ 40.00	
Coraci Field #4 without lights	\$10/hr 9-1pm	\$ 40.00	
Concession stand		\$ 100.00	
Sub Total		\$600.00	
Tax		Exempt	
Staff (9:00am- 1:00pm) on Saturday	\$25 per hour	\$ 100.00	
Sub Total		\$700.00	
Amount Due		\$700.00	

PLEASE PAY BY JANUARY 29TH, 2016

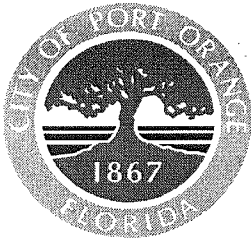
TO HELP WITH BOOKKEEPING PLEASE ENCLOSE THIS INVOICE WITH PAYMENT

We will need your insurance policy.

There could be additional fees due to increased services

Parks staff will be in charge of trash, restocking the bathrooms and some field maintenance.

Invoiced by: Josh Anderson



CITY OF PORT ORANGE

1000 City Center Circle, Port Orange, FL 32129

Cameron McClelland - Spruce Creek HS Softball

Date Created: 10/28/15

MAKE ALL CHECKS PAYABLE TO THE CITY OF PORT ORANGE
MAIL ALL CHECKS TO PARKS AND RECREATION ATTN: JOSH ANDERSON
4655 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129

Invoice 21316

ITEM / EVENT		DUE	PAID
Saturday, February 13, 2016 Spruce Creek HS Softball			
Friday- set up			
\$35 per Field	4 Fields	\$140.00	
\$50 per Fence	4 Fences	\$200.00	
Saturday, February 13th			
Coraci Field #1 without lights	\$10/hr 9am-3pm	\$ 60.00	
Coraci Field #2 without lights	\$10/hr 9am-3pm	\$ 60.00	
Coraci Field #3 without lights	\$10/hr 9am-3pm	\$ 60.00	
Coraci Field #4 without lights	\$10/hr 9am-3pm	\$ 60.00	
Concession stand		\$ 100.00	
Sub Total		\$680.00	
Tax		Exempt	
Staff (9:00am- 3:00pm) on Saturday	6 hrs @ \$25/hour	\$ 150.00	
Sub Total		\$830.00	
Amount Due		\$830.00	

PLEASE PAY BY FEBRUARY 12TH, 2016

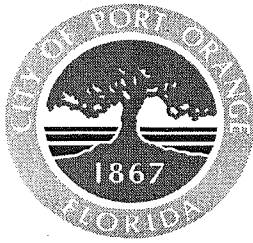
TO HELP WITH BOOK KEEPING PLEASE ENCLOSE THIS INVOICE WITH PAYMENT

We will need your insurance policy.

There could be additional fees due to increased services

Parks staff will be in charge of trash, restocking the bathrooms and some field maintenance.

Invoiced by: Josh Anderson



CITY OF PORT ORANGE

1000 City Center Circle, Port Orange, FL 32129

Cameron McClelland - Spruce Creek HS Softball

Date Created: 10/28/2015

MAKE ALL CHECKS PAYABLE TO THE CITY OF PORT ORANGE
MAIL ALL CHECKS TO PARKS AND RECREATION ATTN: JOSH ANDERSON
4655 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129

Invoice 3181916

ITEM / EVENT		DUE	PAID
March 18th-19th 2016			
Spruce Creek HS Softball			
Friday morning set up			
\$35 per Field	4 Fields	\$140.00	
\$50 per Fence	4 Fences	\$200.00	
Friday, March 18th			
Coraci Field #1 with lights		\$ 135.00	
Coraci Field #2 with lights		\$ 135.00	
Coraci Field #3 with lights		\$ 135.00	
Coraci Field #4 with lights		\$ 135.00	
Conession stand		\$ 100.00	
Saturday, March 19th			
Coraci Field #1 without lights		\$ 100.00	
Coraci Field #2 without lights		\$ 100.00	
Coraci Field #3 without lights		\$ 100.00	
Coraci Field #4 without lights		\$ 100.00	
Concession stand		\$ 100.00	
Sub Total		\$1,480.00	
Tax		Exempt	
Staff Friday			
Parks Staff (1:00pm- 10:00pm)	\$25 per hour	\$ 225.00	
Part time Staff (3:00pm-8:00pm)	\$10 her hour	\$ 50.00	
Staff Saturday			
Parks Staff (9:00am- 3:00pm)	\$25 per hour	\$ 150.00	
Part time Staff (11:00am-6:00pm)	\$10 her hour	\$ 70.00	
Sub Total		\$ 1,975.00	
Amount Due		\$1,975.00	

PLEASE PAY BY MARCH 17TH, 2016

TO HELP WITH BOOK KEEPING PLEASE ENCLOSE THIS INVOICE WITH PAYMENT

We will need your insurance policy.

There could be additional fees due to increased services



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 12/01/2015

Consent item: No

SUBJECT: Volusia's Best Presentation - Ned D. Harper, Small Business Development Center

DEPARTMENT: Community Development

GOAL: N/A

OBJECTIVE: N/A

RECOMMENDED MOTION:

SUMMARY: Ned Harper, from the Small Business Development Center at Daytona State College, has requested to speak to the City Council about the Volusia's Best program which provides a personalized training program for local companies and businesses, identifying areas that need improvement, then providing training to turn those weaknesses into strengths.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Exhibit "A"	Information provided by Ned Harper.pdf
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Burman, Tim
Burman, Tim
Johansson, M. Jake

Created/Initiated - 11/20/2015
Approved - 11/20/2015
Final Approval - 11/21/2015

MEMORANDUM

To: Port Orange City Council

Date: November 20, 2015

Subject: Volusia's Best Program

You may be familiar with a program that Ned Harper, Director of the Small Business Development Center at Daytona State College has developed. The program, Volusia's Best, was developed to provide Volusia businesses with a way to stand out from the competition. Volusia's Best recognizes outstanding area businesses that meet standards for excellence through training and performance evaluation. To earn the Volusia's Best designation, Volusia County businesses complete a personalized training program to encourage performance excellence and continuous improvement, as well as an annual Volusia's Best Implementation Plan.

Any company or organization can participate in the competency based training and support consulting except for example, *the SBDC cannot serve adult entertainment or gambling businesses*. Those that are able to use the designation are determined by the supporting partners based on industry and business targeting.

The City of Port Orange can be a partner by either providing a financial commitment or in-kind services towards scholarships for the businesses to attend training programs. The City would commit to promote the Volusia's Best program to their citizens and businesses. For example, promoting the program in your City newsletter would provide credit towards scholarship funds. As part of our participation the program representatives assess how the City communicates to our businesses and in recruitment of new businesses. Based on this assessment, marketing material will be developed and provided to the City for your businesses.

So far the program has been supported or is in the approval process by the following entities: Port Orange/South Daytona Chamber, Volusia County, Daytona Regional Chamber, Ormond Beach Chamber, Career Source, Daytona State College, Hotel & Lodging Association, The Center for Business & Industry, SHRM, Volusia Manufacturing Association, VCARD, and the Volusia Building Industry Association.



GOOD. BETTER. VOLUSIA'S BEST.

Stand out from your competitors and increase profits - become Volusia's Best.

The Volusia's Best program recognizes outstanding area businesses that meet standards for excellence through training and performance evaluation. To earn the Volusia's Best designation, Volusia County businesses complete a personalized training program to encourage performance excellence and continuous improvement, as well as an annual Volusia's Best Implementation Plan.

THE 7 KEYS *to* BUSINESS GROWTH

The 7 Keys is a comprehensive skill development program for business leaders designed to facilitate sustained growth based on 7 Key best business practices. The program combines activity-based training, online learning, university research and one-on-one professional consulting to avoid common pitfalls and help sustain a high performance level for your company. Upon completion, your company will receive official designation as one of Volusia's Best and be featured in various ads and marketing materials.

Through grants, scholarships and funded resources, business owners receive proven, expert assistance at little or no cost to their company.

The SBDC and all its programs are dedicated to helping businesses throughout Volusia County. A vibrant local economy is critical to better schools, high-paying jobs and a better overall quality-of-life for everyone who lives here. If your company could be performing better, contact us.

OUR PARTNERS

Volusia County
All Volusia County Cities
All Volusia County Chambers
Daytona State College
CareerSource

Team Volusia
SHRM
VCARD
Hotel & Lodging Association

Volusia County Medical Society
Volusia Manufacturers Association
Volusia Building Industry Association
The Center for Business & Industry
Volusia Bar Association

For More Information

386.506.4723 • SBDC@daytonastate.edu • VolusiasBest.com • f/DaytonaBchSbdc



THE SBDC at



provides the following 7 KEYS PROGRAMS.

SYSTEMS

Successful companies do the right things at the right time. Having efficient systems in place help maximize a company's most valuable assets—financial investment and human capital.

The program includes:

- 4 Disciplines of Execution
- Business Model Generator
- Project Management Essentials
- Custom Tools Tailored To Your Business
- Growth Venture
- Learn Six Sigma Training
- Global Problem Solving

ENGAGED EMPLOYEES

The alignment of your team with organizational goals directly affects your degree of success. Engaged employees are motivated to do their best work and empowered to achieve excellence.

The program includes:

- 4 Disciplines of Execution
- Business Model Generator
- Job Analysis & Behavioral Assessment
- Custom Tools Tailored To Your Business
- Gallup Q12 Mastery

RELATIONSHIP BUILDING

Strong marketing relationships help your customers and stakeholders understand the benefits and availability of your products and services to maximize your business opportunities.

The program includes:

- Exporting Demographic Research
- Marketing Plan Development
- 5 Disciplines of Marketing
- Custom Tools Tailored To Your Business
- Professional Selling Skills
- Government Contracting

VISION & LEADERSHIP

Effective leaders are innovative, have a passion for learning, communicate a clear vision for the company and inspire employees to reach their full potential.

The program includes:

- CEO Exchange
- Covey Leadership
- Custom Tools Tailored To Your Business
- Advisory Board Council
- Exit Planning

INFORMATION TECHNOLOGY

The proper implementation of Information Technology is essential to new product development, work flow efficiency, security, improved cost-effectiveness and data management.

The program includes:

- Technology Consulting
- Order Fulfillment
- CRM
- Custom Tools Tailored To Your Business

CAPITAL MANAGEMENT

Capital management is the cornerstone of business success. Learn how businesses with effective capital management systems are positioned to maximize opportunities for financing and continued growth.

The program includes:

- Profit Mastery
- ProfitCents
- Custom Tools Tailored To Your Business
- BizMiner
- Connect Lending

EXCEED EXPECTATIONS

Differentiate yourself from the competition by exceeding customer expectations. Learn to build fierce loyalty, generate referrals, and positively impact your company's sales and revenue.

The program includes:

- Global Classroom eLearning
- Stellar Customer Service
- Customers for Life
- Custom Tools Tailored To Your Business



**State Designated as Florida's Principal Provider
of Business Assistance [\$288.001, Fla. Stat.]**



Powered by **AMERICA'S SBDC FLORIDA**

How do I become one of Volusia's Best?



WHO IS ELIGIBLE TO TAKE PART IN VOLUSIA'S BEST PROGRAMS?

Organizations which are:

- Headquartered in Volusia County
- Have a goal for growth
- Committed to working with a business consultant
- Dedicated to implementing best practices

ARE THESE PROGRAMS AFFORDABLE?

Yes! Cost varies for individual programs, and there are scholarships and grant opportunities available. Our staff will work hard to find you the best possible value.

RATE YOUR COMPANY FROM 1-10 FOR EACH OF THE 7 KEYS TO BUSINESS GROWTH.

Systems	1	2	3	4	5	6	7	8	9	10
Engaged Employees	1	2	3	4	5	6	7	8	9	10
Relationship Building	1	2	3	4	5	6	7	8	9	10
Vision and Leadership	1	2	3	4	5	6	7	8	9	10
Information Technology	1	2	3	4	5	6	7	8	9	10
Capital Management	1	2	3	4	5	6	7	8	9	10
Exceed Expectations	1	2	3	4	5	6	7	8	9	10

Determine your area of focus, then contact us to match you with programs specifically tailored to help your business succeed! Call 386.506.4723



For more information | call: 386.506.4723 | email: SBDC@daytonastate.edu | visit: SBDCDaytona.com

Volusia's Best : 7 Keys to Business Growth

Vision & Leadership

Effective leaders are innovative, have passion for learning, communicate a clear vision for the company and inspire employees to reach their full potential.

Exceeding Expectations

Differentiate yourself from the competition by exceeding customer expectations. Build fierce customer loyalty, generate referrals, and positively impact your company's sales and revenue.

Relationship Building

Strong marketing relationships help your customers and stakeholders understand the benefits and availability of your products and services to maximize your business opportunities.

Information Technology

The proper implementation of Information Technology is essential to new product development, work flow efficiency, security, improved cost-effectiveness and data management.

Systems

Successful companies do the right things at the right times. Having efficient systems in place help maximize a company's most valuable assets- financial investment and human capital.

Capital Management

Capital management is the cornerstone of business success. Businesses with effective capital management systems are positioned to maximize opportunities for financing and continued growth.

Engaged Employees

The alignment of your team with organizational goals directly affects your degree of success. Engaged employees are motivated to do their best work and empowered to achieve excellence.



REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
NOVEMBER 10, 2015

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

Pledge of Allegiance

Invocation presented by Pastor Rebecca Hyvonen of Venetian Bay United Methodist Church.

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

Rules of Procedure as approved by City Council on December 2, 2014, specifically page 3, portions of letter (e) and #9 (a-e) were read by Robin Fenwick, City Clerk.

B. AGENDA APPROVAL

Item(s) pulled: 16(a)

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

C. SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

5. Recognition Awards

Gerald Monahan, Police Chief, and Lt. Aaron McIlrath presented awards to citizens and employees. Incoming Police Chief, Thomas Grimaldi was also present to deliver the awards.

6. Environmental Advisory Board Update

Newton White, Chairman, provided details of the Board's recent meetings. He raised a concern about citizens not being able to use reclaimed water for pressure washing. He asked Staff to review the regulations.

D. PUBLIC HEARING

7. First Reading - Ordinance No. 2015-39 - LDC Amendment/Chapters 12, 17, and 18; Case No. 15-25000004

Mayor Green read Ordinance No. 2015-39.

ORDINANCE NO. 2015-39

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA AMENDING THE LAND DEVELOPMENT CODE; AMENDING CHAPTER 12, SECTION 4 TO REVISE THE PARKING REQUIREMENT FOR MINI-WAREHOUSE USES; AMENDING CHAPTER 17, SECTION 22.5 TO ADD MINI-WAREHOUSE AS A SPECIAL EXCEPTION USE IN THE INTERCHANGE COMMERCIAL DEVELOPMENT (ICD) ZONING DISTRICT AND TO ADD OFFICE/WAREHOUSE FACILITY AS A PERMITTED USE WITH SPECIAL DEVELOPMENT REQUIREMENTS IN THE INTERCHANGE COMMERCIAL DEVELOPMENT (ICD) ZONING DISTRICT; AMENDING CHAPTER 18, SECTIONS 3 AND 4 TO ADD SPECIAL REQUIREMENTS FOR THE MINI-WAREHOUSE USE AND SPECIAL DEVELOPMENT REQUIREMENTS FOR OFFICE/WAREHOUSE FACILITY USE; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2015-39
was made by Vice Mayor Bastian, and
Seconded by Councilman Burnette.

Tim Burman, Planner, discussed the details of the request. There are three amendments being requested as listed in the agenda materials.

Councilman Ford is concerned with the parking amendment. He asked if Staff is convinced it is enough. Mr. Burman said Staff has researched the usage and believes the parking is sufficient.

Council believes it is a good use of the property.

Pete Heebner, Attorney for Applicant/Developer, said it will be a light traffic project.

Motion carried unanimously by roll call
vote.

8. First Reading - Ordinance No. 2015-40 - Seventh Amendment to the Amended and Restated Port Orange Gateway Center Master Development Agreement; Case No. 15-40000001

Mayor Green read Ordinance No. 2015-40.

ORDINANCE NO. 2015-40

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROVING THE SEVENTH AMENDMENT TO THE AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT FOR THE PORT ORANGE GATEWAY CENTER PLANNED COMMERCIAL DEVELOPMENT (PCD); PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2015-40
was made by Vice Mayor Bastian, and
Seconded by Councilman Burnette.
Motion carried unanimously by roll call
vote.

E. CITIZEN PARTICIPATION

9. Adrienne Anello - 6068 Spruce Point Circle

Adrienne Anello asked Council for clarification on her previous request for a reduction of her utility lien. She understood the direction given to Staff differently than Staff understood it. She asked that the penalties and interest be waived as well as garbage fees. She believes they should pay the costs associated with the water only. She calculated a total due of \$1,485.88 for water charges. She doesn't believe they should pay for the previous tenants' usage. She asked Council to approve an amount that is fair for both parties.

Mr. Johansson advised that Staff has offered an agreement based on Council's direction. There is no policy for waiving or reducing utility liens. He suggested changing the Lien Amnesty Program Ordinance to include utility liens if Council so chooses rather than just a one time reduction. He suggested a total due of \$5,250.

Vice Mayor Bastian wants to help them since the property is vacant. He supports a change in the ordinance but wants the City to always be made whole.

Councilman Burnette supports waiving penalties and interest but not water that was used and not paid for.

Councilman Ford supports helping to get the property back on the tax rolls. Council needs to be consistent. He recommended real costs without fines.

Mayor Green believes the costs are associated with Staff working on this issue and providing the services.

Mr. Johansson said the utility bills equal \$3,939, late charges total \$2,819, plus lien fees in the amount of \$62.00 and \$685 for additional late fees minus \$1,491.01 that has already been waived, the total due is \$5,914.33. Minus another \$664 for the garbage fee since no garbage was going into the dump, he suggested a total due of \$5,250.00.

Motion to settle for utilities only was made by Vice Mayor Bastian subject to verification of the amount by Finance, and Seconded by Councilman Ford.

Ted Nofall, citizen, advised that the true costs is not the total water bill. That charge has a profit built into the water rate.

Motion failed 2-2 by roll call vote with Mayor Green and Councilman Burnette voting no.

Vice Mayor Bastian asked that it be revisited when Councilman Stiltner is present.

Margaret Roberts, City Attorney, advised Council if they want to consider discounting utility liens, they should set policy as they did in the code enforcement liens.

Motion to reconsider was made by Councilman Burnette, and Seconded by Vice Mayor Bastian. Motion carried 3-1 by voice vote with Mayor Green voting no.

Motion to approve \$4,050 was made by Councilman Burnette, and Seconded by Vice Mayor Bastian. Motion carried 3-1 by roll call vote with Mayor Green voting no.

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

Mr. Noftall asked for a fluoride update. He asked for the savings calculations for the meter project as noted in an email to the City Manager. He said it is important for citizens to know what the reclaimed water program is to be used for. Mr. Johansson said Dr. Connett will be in front of Council on November 17, 2015 to discuss fluoride.

G. COUNCIL COMMENTS

10. Comments/Concerns from Council Members

Councilman Ford asked to have the fountain fixed on Dunlawton Avenue. He said a group of citizens may volunteer to paint it. He'd like to see plantings as well. He asked for an update on the trailer for the Historical Trust. Mr. Johansson said it is currently on track for January move in.

Councilman Burnette asked if the workshop will include the financial issues with the meters. Mr. Johansson will double check with Finance. Councilman Burnette asked about the meeting with the County regarding timing of the traffic lights on Dunlawton. Mr. Johansson will provide a Staff Report to Council. The meeting was held today.

H. CONSENT AGENDA

11. Approval of Minutes
 - a. November 3, 2015 - Regular City Council Meeting
12. Biketoberfest Report
13. Crime Report
14. Request to fill Accountant I/Payroll early
15. Resolution No. 15-81 - FIND Grant Acceptance for Riverwalk Park 1B
16. Bid Awards and Contract Items
 - a. Legislative Services Agreement with Pittman Law Group
 - b. Change Order No. 2 to the A.G. Pifer Construction Co., Inc. Contract for Riverwalk Park Phase 1A

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

Item #16(a) - Legislative Services Agreement with Pittman Law Group

Councilman Ford does not support the hiring of a lobbyist. He believes the Council Members should do the lobbying.

Mayor Green believes Pittman Law Group has kept him informed.

Councilman Burnette doesn't believe it would be a level playing field without a lobbyist.

Motion to approve was made by
Councilman Burnette, and Seconded by
Vice Mayor Bastian. Motion failed 2-2
with Councilman Ford and Vice Mayor
Bastian voting no.

I. REGULAR AGENDA

17. Resolution No. 15-77 - Recommending Elimination or Limiting the
Jurisdiction of the Volusia County Growth Management Commission

Mayor Green read Resolution No. 15-77.

RESOLUTION NO. 15-77

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, REQUESTING THE VOLUSIA CHARTER REVIEW COMMISSION TO RECOMMEND AN AMENDMENT TO THE VOLUSIA COUNTY CHARTER EITHER ELIMINATING THE VOLUSIA GROWTH MANAGEMENT COMMISSION OR ALTERNATIVELY LIMITING THE JURISDICTION OF THE VOLUSIA GROWTH MANAGEMENT COMMISSION TO ONLY CONDUCT REVIEWS AND HEARINGS OF PROPOSED COMPREHENSIVE PLAN AMENDMENTS OF LOCAL GOVERNMENTAL ENTITIES WHEN AN OBJECTION TO A PROPOSED COMPREHENSIVE PLAN AMENDMENT IS FILED BY ANOTHER LOCAL GOVERNMENTAL ENTITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Resolution No. 15-77
was made by Vice Mayor Bastian, and
Seconded by Councilman Burnette.

Kent Sharples, citizen, supported the Resolution. VGMC was needed at one time but it slows the development process. The Committee is made up of appointees, not elected officials.

Councilman Ford needs more time to think about this issue. He believes growth management is needed between the cities. Mr. Sharples agreed with the need for balanced growth. He asked Council if they want appointees making decisions on the growth of Port Orange rather than the Port Orange Council who was appointed.

Councilman Burnette is against the abolishment of the VGMC. He believes the group may need to be changed.

Vice Mayor Bastian suggested tabling the item for a full Council vote.

Debbie Connors, VGMC Representative, agreed to the need for more time to discuss this item. There is a lot of information to review and several projects would benefit from the Commission.

Motion to table until December 1, 2015
was made by Councilman Burnette, and
Seconded by Councilman Ford. Motion
carried unanimously by roll call vote.

18. Resolution No. 15-78 - Budget Encumbrances and Project Carry Over
Appropriation

Mayor Green read Resolution No. 15-78.

RESOLUTION NO. 15-78

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA
COUNTY, FLORIDA, APPROPRIATING FUNDS FOR
ADDITIONAL PROJECT CARRY OVER FUNDS FISCAL YEAR
2014-2015 TO FISCAL YEAR 2015-2016 BUDGET; SETTING
FORTH REVENUES AND EXPENDITURES; AND PROVIDING AN
EFFECTIVE DATE.

Motion to adopt Resolution No. 15-78
was made by Vice Mayor Bastian, and
Seconded by Councilman Burnette.

Tracey Riehm, Finance Director, provided details of the carry over funds.

Councilman Burnette asked what the \$3,000 is for that is listed for the Cincinnati Zoo. Ms. Riehm said the 416 and 420 funds are forestry projects. She will provide further information. Councilman Burnette asked what the project is with the \$646,000 earmarked in the 320 fund. Ms. Riehm said that is the Riverwalk project.

Councilman Ford hopes next year won't include so many carry overs.

Vice Mayor Bastian asked what the small amounts are for EJ Ward in the 401 funds. Ms. Riehm advised those are fuel expenses.

Motion carried unanimously by roll call
vote.

19. Resolution No. 15-79 - FY15 Budget Execution Review

Mayor Green read Resolution No. 15-79.

RESOLUTION NO. 15-79

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROPRIATING OPERATING AND CAPITAL FUNDS FOR VARIOUS CITY OPERATIONS; SETTING FORTH REVENUES AND EXPENDITURES; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Resolution No. 15-79
was made by Vice Mayor Bastian, and
Seconded by Councilman Burnette.
Motion carried unanimously by roll call
vote after no comments.

20. Resolution No. 15-80 - FY15 Budget Appropriations - Budget Additional Carry-forward

Mayor Green read Resolution No. 15-80.

RESOLUTION NO. 15-80

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROPRIATING FUNDS FOR ADDITIONAL PROJECT CARRY OVER FUNDS FISCAL YEAR 2014-2015 TO FISCAL YEAR 2015-2016 BUDGET; SETTING FORTH REVENUES AND EXPENDITURES; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Resolution No. 15-80
was made by Vice Mayor Bastian, and
Seconded by Councilman Burnette.

Councilman Ford said the policy states the unused funds are lost. He is concerned that the funds not used in the City Attorney's Office are being rolled over. Those funds should go back into the general fund.

Ms. Riehm explained that the City Attorney has asked for the roll over funds to help fund additional attorney's fees for litigation and labor negotiations.

Councilman Ford asked that all funds for the golf course be listed in one account. He agreed with the \$10,000 for the maintenance of the golf course but he'd like it to be in the golf course account.

Ms. Roberts was unsure how the Cody Study would affect the Legal Department's salaries. Some of the funds being requested are for outside legal assistance with lawsuits and other items.

Motion carried 3-1 by roll call vote with
Councilman Ford voting no.

J. COMMENTS

21. City Attorney Comments

There was nothing further to report.

22. City Manager Comments

Mr. Johansson advised that Staff is participating in the Feed the Need food drive along with the County and other cities. Food and money can be donated.

K. COUNCIL COMMITTEE REPORTS

23. City Council Committee Reports

a. ArtHaus – Councilman Burnette said the meeting is coming up Thursday.

b. Port Orange/South Daytona Chamber of Commerce – Councilman

Burnette reported on the Chamber After Hours from 5-7 at the YMCA on Thursday.

c. Roundtable – Mayor Green reported on the meeting. They discussed the homeless in the County.

ADJOURNMENT: 8:15 p.m.

Mayor Allen Green

Attest:

Robin Fenwick, CMC
City Clerk

CITY COUNCIL WORKSHOP MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
NOVEMBER 17, 2015

THE CITY COUNCIL WORKSHOP of the City of Port Orange was called to order by Vice Mayor Drew Bastian at 6:30 p.m.

Pledge of Allegiance

Silent Invocation

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

Rules of Procedure as approved by City Council on December 2, 2014, specifically page 3, portions of letter (e) and #9 (a-e) were read by Robin Fenwick, City Clerk.

Council thanked Wayne Clark, Community Development Director, for his service. Mr. Clark thanked Council for their support over the years.

DISCUSSION ITEMS:

5. Fluoride Discussion

Dr. Paul Connett provided information and his opinion relating to fluoride being added to public drinking water.

Dr. Jan Westberry spoke in support of fluoride in drinking water to protect teeth of children and adults.

Jim Scholtz, citizen, is not in support of fluoride being added to drinking water.

Sarah Jones, citizen, asked if Dr. Connett had any knowledge as to any motivation from the dental community supporting the issue.

Newton White, citizen, spoke against fluoride additives.

Alex Snyder, dentist at Greenburg Dental, asked Council to research the issue and not rely on what was presented. He read from the CDC website that they support the addition of fluoride in public drinking water.

Steve Taborda, local dentist, addressed Council regarding the impact of toothaches in children.

Jillian (inaudible), citizen, is concerned that she has no choice. She asked for a referendum so the people can vote.

Allen Burton, Ormond citizen, said the Volusia Soil and Water Conservation District is taking efforts to get this issue on the ballot as a water additive accountability ordinance. It asks the chemical company to provide the elected officials with a toxicology report and a certification that the chemical is beneficial to the members of the community. He has read both sides as a scientist and believes Dr. Connett's position is stronger.

Wendy Westberry, dentist, encouraged Council to consider all of the research and the type of research they review.

Dr. Howard Pranikoff, expressed his concerns with the research presented.

Mike Gardner, citizen, does not support the addition of fluoride.

Malina Bowers, dentist, is concerned with people being fluoride-phobic.

Ted Nofall, citizen, believes the issue is about informed consent. He encouraged Council to remove it from the water.

Dianne Gardner, citizen, asked how many dentists take Medicaid and/or do pro bono work.

Jill Jenkins, citizen, does not support fluoride being added to the public drinking water source.

Jason Larkin, orthodontist in New Smyrna Beach, said he can tell where patients live based on the condition of their teeth. He also advised that he and several other local dentists provide pro bono work for local children. He reminded Council to consider the type of research presented. The research is not peer reviewed.

Ron Freeman, Florida Department of Health, advised that they strongly support the addition of fluoride in drinking water. He left a copy of the Policy Statement on Community Water Fluoridation dated January 2015.

Dr. Connett reiterated his position and research.

Councilman Ford said there will be fluoride in the water either way since it is in the water naturally.

Councilman Burnette is not convinced that the IQ argument is completely valid since the IQ level in Port Orange's children and adults is high yet Port Orange has had fluoride in the water for several decades. Port Orange has top performing schools at every level.

Vice Mayor Bastian thanked all for their input.

6. Time and Attendance Presentation

Jake Johansson, City Manager, provided a summary of the timekeeping/payroll process for all employees.

Councilman Ford doesn't like that it is still being done manually in Police and Fire. It is too time consuming.

Mark Schaffer, citizen, agreed that the system should be automated.

Mr. Nofall asked how the numbers are tracked for Department Heads. Mr. Johansson said he sees them working. Mr. Nofall suggested bi-weekly paychecks rather than weekly.

7. Community Development Block Grant (CDBG) Presentation

Kent Donahue, PIO/Grants Coordinator, provided an overview of the CDBG program and background/history information.

Mr. Schaffer suggested creative ways to get more CDBG funds.

8. Inflow & Infiltration (I&I) Study Results

Andrew Neff, Public Utilities Director, discussed the plant and lift station I&I analysis, corrective costs and repair recommendations, and benefits of corrective action.

Councilman Ford asked if Staff has considered accepting infiltration and treating the water instead. Mr. Neff said they have considered it but these lift stations are the worst and need repairs. Councilman Ford wants to support Mr. Neff's plan within reason and wants to be sure it is cost effective.

Councilman Burnette asked if infiltration is the only issue with the lift stations. Mr. Neff said the inflow is also a problem during significant storm events. Other fixes are needed as well, including lining.

Vice Mayor Bastian asked how much has been spent on the system in the past five years. Mr. Neff will find out and let Council know.

Mr. Noftall confirmed the capacity and usage of the system currently. He asked if there is a breakdown for inflow and infiltration. He asked how much was paid for the study. Mr. Noftall would like to know how much was pumped back into the sewer system from Memorial Park per day on average. Mr. Johansson will provide responses to Mr. Noftall's question after he has researched them. Mr. Noftall also would like to know how much has been spent on the system in the past five years. He would like to see a budget showing where these monies are coming from. He doesn't want to see rates raised to cover these repairs.

Mr. Schaeffer believes Mr. Neff is on the right track with his plans.

Mr. Neff said there is more to consider than just the rating of the plant and the flows. He is trying to figure out the problems with the system.

9. Water Audit/Status of Meter replacement Program

Mr. Neff provided information on water use/losses, status of the meter replacement program and system revenues.

Tracey Riehm, Finance Director, discussed historical metered revenue and consumption.

Councilman Burnette asked if 4500 meters will be replaced each year going forward. Mr. Neff said he will build a replacement program as he studies the lifespan of the meters in the ground in Port Orange. Councilman Burnette asked how many fire hydrants are being checked each year. Mr. Neff will find out and provide the information to Council. Councilman Burnette asked how this data compares to previous data provided regarding water loss. Mr. Neff will provide the information after analyzing it.

Councilman Stiltner asked what else can be done to bring the water loss percentage down. Mr. Neff said finding areas where water is unaccounted. Staff has worked hard to replace zero-read meters.

Councilman Ford asked how the Sensus radio data is working. Mr. Neff said there are failures reported and Staff checks on them and replaces as needed.

Vice Mayor Bastian discussed the loss rate. He didn't see any data for firefighting or maintenance. He asked if there was a way to track the water used for firefighting. Mr. Neff said they estimate the amount used. Vice Mayor Bastian asked what the warranty is on the meters. Mr. Neff will find out.

Mr. Johansson asked if it would be beneficial to know addresses for snowbirds as it relates to zero reads. Ms. Riehm said if the resident contacts Customer Service and requests vacation status, Staff will monitor it for leaks or additional usage to ensure the service is turned back on. The garbage rate is reduced when on vacation status.

Mr. Noftall asked what the financial condition is of the system. He wants to know if a rate increase is going to be requested next year. Mr. Johansson said he is not prepared to address the report Mr. Noftall is referring to. This workshop is only a briefing on the report as Councilman Burnette requested.

ADJOURNMENT: 10:35 p.m.

Mayor Allen Green

Attest:

Robin Fenwick, City Clerk



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 12/01/2015

Consent item: No

SUBJECT: Resolution No. 15-82 - Budget Appropriation

DEPARTMENT: Finance

GOAL:

OBJECTIVE:

RECOMMENDED MOTION: Move to approve Resolution No. 15-82.

SUMMARY: In December 2008, the City purchased a demonstrator Menzi Muck equipment for \$192,260. Through FY 2014, the equipment was used to clear approximately 6,000 linear feet of storm water drainage ditches per year. However, after the major flooding event last year, Public Works began to aggressively use the equipment and approximately 46,000 linear feet of ditches was improved during FY 2015.

On October 9, 2015, the Menzi Muck equipment became inoperable, and a repair quote in the amount of \$87,811 was obtained from the manufacturer. This repair is 30% of the cost of a new Menzi Muck equipment, and is expected to extend the life of the equipment by approximately 5 years. The Drainage Fund (Fund 412) has a FY 2015 vehicle repair budget of \$115,000. Actual expenditures in this line item were \$142,000 in FY 2015 and \$92,000 in FY 2014.

Two options have been identified to fund this repair:

Option 1 would transfer fund balance from the general fund (Fund 001) to the Drainage fund (Fund 412).

Option 2 would use fund balance in the Lease and Replacement fund (Fund 505) to pay for the repair. The Drainage fund (Fund 412) would pay back the cost of the repair over the asset's expected life.

Staff recommends Option 1. As a one time expense, the use of general fund equity is in accordance with the City's fund balance policy, and not requiring a payback from the Drainage fund would free up future revenues for other necessary drainage related expenditures. Pursuant to City Ordinance 2-267 --Bidding Requirements-- repair services from the original equipment manufacturer (OEM) or authorized service dealer are exempt from the competitive bidding process.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Reso. No. 15-82	Reso. No. 15-82.pdf
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2.	Menzi Muck Repair Quote	Menzi Muck Repair Quotes.pdf
3.	Menzi Muck Replacement Quote	New Menzi Muck Quote.pdf
4.	Standard Contract for Services	Menzi USA Sales, Inc. Standard Contract for Services.pdf

Fenwick, Robin	Created/Initiated - 11/06/2015
Riehm, Tracey	Approved - 11/11/2015
Adumuah, Branford	Approved - 11/11/2015
Roberts, Margaret	Approved - 11/19/2015
Johansson, M. Jake	Final Approval - 11/20/2015

RESOLUTION NO. 15 – 82

A RESOLUTION OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA. APPROPRIATING
OPERATING FUNDS FOR THE REPAIR OF THE
MENZI MUCK; SETTING FORTH REVENUES AND
EXPENDITURES; AND PROVIDING AN EFFECTIVE
DATE.

WHEREAS, the City Council desires to appropriate the funds related to various operating and capital items, and to set forth, appropriate and change appropriations of certain revenues and expense.

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

Section 1. The funds for the City operating items are hereby appropriated as set forth in Exhibit A, attached hereto, which reflects revenues and corresponding expenditures for the designated projects.

Section 2. The Budget item adopted in the preceding section shall govern the expenditures relating to such operations for the City during the current fiscal year effective October 1, 2015 through September 30, 2016.

Section 3. Supplemental appropriations, reductions of appropriations, emergency appropriations, and interdepartmental transfers of appropriations may be effected by the City Council and the City Manager as deemed necessary in strict compliance with the procedures specified in Chapter 2, Article VI, Division 3, Code of Ordinances, City of Port Orange, Florida.

Section 4. 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

Budget Reso. 15-82

Exhibit A

Option 1

FY2016
PREPARED:
FINANCE:

General Fund 001
November 11, 2015
Lisa Pallante

	BUDGET
	INCREASE(DECREASE)
<u>REVENUES:</u>	
Appropriated Equity	87,811
TOTAL REVENUES:	87,811
<u>EXPENDITURES:</u>	
Transfer to Drainage Fund 412	87,811
TOTAL EXPENDITURES:	87,811

To transfer funds to the 412 Drainage Fund for the repair of the Menzi Muck.

FY2016
PREPARED:
FINANCE:

Drainage Fund 412
November 11, 2015
Lisa Pallante

	BUDGET
	INCREASE(DECREASE)
<u>REVENUES:</u>	
Transfer from General Fund 001	87,811
TOTAL REVENUES:	87,811
<u>EXPENDITURES:</u>	
Drainage - Equipment Repair	87,811
TOTAL EXPENDITURES:	87,811

To appropriate funds received from the General Fund 001 for the repair of the Menzi Muck.

Budget Reso. 15-82

Exhibit A

Option 2

EXHIBIT A**Resolution No. 15 - 82**

FY2016
PREPARED:
FINANCE:

Lease and Replacement Fund 505
November 11, 2015
Lisa Pallante

	BUDGET
	INCREASE(DECREASE)
<u>REVENUES:</u>	
Appropriated Equity	87,811
TOTAL REVENUES:	87,811
<u>EXPENDITURES:</u>	
Non-Departmental - Equipment Repair	87,811
TOTAL EXPENDITURES:	87,811

To appropriate equity to fund the repair of the Menzi Muck.

Menzi USA Sales, Inc.
1850 Fairbanks Street
Lakeland, FL 33805
USA

Voice: 863-603-7979
Fax: 863-603-7987

0.00 *

0.00 *

QUOTATION

Quote Number: 10232015PO5

Quote Date: Oct 23, 2015

Page: 1

13,048.15 +

6,262.27 +

6,262.27 +

14,550.09 +

5,171.69 +

5,171.69 +

13,048.15 +

14,550.09 +

4,746.21 +

82,810.61 *

Quoted To:

CITY OF PORT ORANGE
1000 CITY CENTRE CIRCLE
PORT ORANGE, FL 32127

CITY CENTRE CIRCLE
PORT ORANGE, FL 32129-1038

*Estimated Freight
From Switzerland
\$5,000.00*

0.00 *

0.00 *

Customer ID	Terms	Sales Rep
PO	Net 10 Days	SL

Quantity	Item	Description	Unit Price	Amount
1.00	250734	TURNING HEAD LEFT		
1.00	250153	TURNING HEAD LEFT (POS. 30)	2,909.84	2,909.84
2.00	217327	PIN (POS. 18)	186.20	186.20
1.00	250830	SPACER (POS. 21)	89.55	179.10
2.00	250151	PIN (POS. 23)	42.89	42.89
2.00	250147	PIN (POS. 20)	193.07	386.14
1.00	250815	PIN (POS. 16)	168.00	336.00
2.00	251729	PIN (POS. 17)	245.32	245.32
2.00	251730	WASHER (POS. 62)	22.40	44.80
2.00	800995	WASHER (POS. 40)	23.55	47.10
2.00	200635	ROUND BRASS BUSHING (POS. 50)	4.90	9.80
1.00	250166	LOCKNUT (POS. 49)	24.63	49.26
4.00	197962	SPACER (POS. 22)	89.55	89.55
2.00	250834	BUSHING USE FOR 198034 (POS. 37)	122.50	490.00
1.00	250740	SPACER (POS. 35)	42.13	84.26
1.00	250750	SUPPORT (POS. 27)	2,112.73	2,112.73
1.00	250831	SUPPORT (POS. 28)	2,976.77	2,976.77
1.00	215567	PIN (POS. 24)	46.77	46.77
1.00	250185	COVER (POS. 25)	325.44	325.44
2.00	198035	RETAINER (POS. 26)	83.05	83.05
1.00	250164	BUSHING (POS. 42)	60.91	121.82
2.00	250167	SPACER (POS. 34)	37.27	37.27
4.00	198914	SPACER (POS. 36)	100.93	201.86
1.00	196617	BUSHING (POS. 43)	58.10	232.40
2.00	250833	BUSHING (POS. 32)	86.42	86.42
		SPACER (POS. 31)	34.16	68.32
Subtotal				Continued
Sales Tax				Continued
TOTAL				Continued

Menzi USA Sales, Inc.
 1850 Fairbanks Street
 Lakeland, FL 33805
 USA

Voice: 863-603-7979
 Fax: 863-603-7987

QUOTATION

Quote Number: 10232015PO5
 Quote Date: Oct 23, 2015
 Page: 2

Quoted To:

CITY OF PORT ORANGE
 1000 CITY CENTRE CIRCLE
 PORT ORANGE, FL 32127

Ship To:

1000 CITY CENTRE CIRCLE
 PORT ORANGE, FL 32129-1038

Customer ID	Good Thru	Payment Terms	Sales Rep
PO	11/22/15	Net 10 Days	SL

Quantity	Item	Description	Unit Price	Amount
2.00	220471	ROUND BRASS BUSHING / WASHER (POS. 63)	31.82	63.64
2.00	255925	ROUND BRASS BUSHING / WASHER (POS. 64)	17.95	35.90
2.00	220472	ROUND BRASS BUSHING / WASHER (POS. 65)	27.75	55.50
15.00	LABOR	LABOR @ \$100.00 PER	100.00	1,500.00
Subtotal				13,048.15
Sales Tax				
TOTAL				13,048.15

Menzi USA Sales, Inc.
 1850 Fairbanks Street
 Lakeland, FL 33805
 USA

Voice: 863-603-7979
 Fax: 863-603-7987

QUOTATION

Quote Number: 10232015PO7
 Quote Date: Oct 23, 2015
 Page: 1

Quoted To:

CITY OF PORT ORANGE
 1000 CITY CENTRE CIRCLE
 PORT ORANGE, FL 32127

Ship To:

1000 CITY CENTRE CIRCLE
 PORT ORANGE, FL 32129-1038

Customer ID

PO

Good Thru

11/22/15

Payment Terms

Net 10 Days

Sales Rep

SL

Quantity

Item

Description

Unit Price

Amount

1.00	250752	AXLE POINT LEFT		
1.00	250487	AXLE POINT LEFT (POS. 5)		
2.00	250149	COVER (POS. 6)	3,841.60	3,841.60
2.00	251731	PIN (POS. 8)	127.15	127.15
2.00	251732	WASHER (POS. 39)	201.85	403.70
2.00	800995	WASHER (POS. 40)	28.00	56.00
2.00	200635	ROUND BRASS BUSHING (POS. 25)	29.65	59.30
12.00	801034	LOCKNUT (POS. 30)	29.65	59.30
1.00	196699	SOCKET HEAD CAP SCREW (POS. 35)	24.63	49.26
1.00	203136	SCREW CONNECTION (POS. 9)	9.36	112.32
16.00	800125	HYDRAULIC FITTING SA 201860 (POS. 10)	12.85	12.85
2.00	195388	BOLT M8X30 DIN 912 (POS. 37)	11.33	11.33
15.00	LABOR	O-RING (POS. 38)	1.65	26.40
		LABOR @ \$100.00 PER	1.53	3.06
			100.00	1,500.00

Subtotal

6,262.27

Sales Tax

TOTAL

6,262.27

Menzi USA Sales, Inc.

1850 Fairbanks Street
Lakeland, FL 33805
USA

Voice: 863-603-7979
Fax: 863-603-7987

QUOTATION

Quote Number: 10232015PO8

Quote Date: Oct 23, 2015

Page: 1

Quoted To:

CITY OF PORT ORANGE
1000 CITY CENTRE CIRCLE
PORT ORANGE, FL 32127

Ship To:

1000 CITY CENTRE CIRCLE
PORT ORANGE, FL 32129-1038

Customer ID	Good Thru	Payment Terms	Sales Rep
PO	11/22/15	Net 10 Days	SL

Quantity	Item	Description	Unit Price	Amount
1.00	250751	AXLE POINT RIGHT		
1.00	250487	AXLE POINT RIGHT (POS. 4)	3,841.60	3,841.60
2.00	250149	COVER (POS. 6)	127.15	127.15
2.00	251731	PIN (POS. 8)	201.85	403.70
2.00	251732	WASHER (POS. 39)	28.00	56.00
2.00	800995	WASHER (POS. 40)	29.65	59.30
2.00	200635	ROUND BRASS BUSHING (POS. 25)	29.65	59.30
12.00	801034	LOCKNUT (POS. 30)	24.63	49.26
1.00	196699	SOCKET HEAD CAP SCREW (POS. 35)	9.36	112.32
1.00	203136	SCREW CONNECTION (POS. 9)	12.85	12.85
16.00	800125	HYDRAULIC FITTING SA 201860 (POS. 10)	11.33	11.33
2.00	195388	BOLT M8X30 DIN 912 (POS. 37)	1.65	26.40
15.00	LABOR	O-RING (POS. 38)	1.53	3.06
		LABOR @ \$100.00 PER	100.00	1,500.00
			Subtotal	6,262.27
			Sales Tax	
			TOTAL	6,262.27

Menzi USA Sales, Inc.

1850 Fairbanks Street
Lakeland, FL 33805
USA

Voice: 863-603-7979
Fax: 863-603-7987

QUOTATION

Quote Number: 10232015PO1

Quote Date: Oct 23, 2015

Page: 1

Quoted To:

CITY OF PORT ORANGE
1000 CITY CENTRE CIRCLE
PORT ORANGE, FL 32127

Ship To:

1000 CITY CENTRE CIRCLE
PORT ORANGE, FL 32129-1038

Customer ID	Good Thru	Payment Terms	Sales Rep
PO	11/22/15	Net 10 Days	SL

Quantity	Item	Description	Unit Price	Amount
		LEFT CLAW SIDE		
1.00	218158	CYLINDER (POS. 1)	2,602.73	2,602.73
2.00	204202	HYD FITTING (POS. 2)	14.38	28.76
2.00	206039	HYDRAULIC FITTING (POS. 3)	11.91	23.82
2.00	208580H	HYD. HOSE T-51 2000LG (POS. 5)	137.84	275.68
1.00	250700	OUTSIDE BEAM"LEG" (POS. 6)	4,505.65	4,505.65
1.00	250710	INNER BEAM (POS. 7)	2,587.18	2,587.18
1.00	250136	CYLINDER COVER (POS. 9)	441.00	441.00
1.00	250860	SMALL WHEEL AXLE (POS. 10)	913.56	913.56
1.00	217719	LOCK (POS. 11)	293.49	293.49
1.00	250138	PIN (POS. 12)	134.27	134.27
1.00	250140	PIN (POS. 13)	64.22	64.22
1.00	250160	PIN (POS. 14)	105.38	105.38
1.00	250161	PIN (POS. 15)	94.82	94.82
1.00	250158	PIN (POS. 16)	28.00	28.00
1.00	250159	PIN (POS. 17)	222.04	222.04
1.00	250835	SPACER (POS. 18)	106.66	106.66
2.00	196617	BUSHING (POS. 19)	86.42	172.84
2.00	197962	BUSHING USE FOR 198034 (POS. 20)	122.50	245.00
4.00	800645	SNAP RING (POS. 21)	1.65	6.60
1.00	800177	5 X 25 COTTER PIN (POS. 22)	1.60	1.60
1.00	200635	LOCKNUT (POS. 24)	24.63	24.63
1.00	800995	ROUND BRASS BUSHING (POS. 25)	4.90	4.90
1.00	800210	WASHER 13 X 24 X 2.5 M12 (POS. 26)	0.84	0.84
1.00	200091	SAFETY PIN -- 8M (POS. 27)	14.00	14.00
1.00	801034	SOCKET HEAD CAP SCREW (POS. 28)	9.36	9.36

Subtotal	Continued
Sales Tax	Continued
TOTAL	Continued

Menzi USA Sales, Inc.

1850 Fairbanks Street
Lakeland, FL 33805
USA

Voice: 863-603-7979
Fax: 863-603-7987

QUOTATION

Quote Number: 10232015PO1

Quote Date: Oct 23, 2015

Page: 2

Quoted To:

CITY OF PORT ORANGE
1000 CITY CENTRE CIRCLE
PORT ORANGE, FL 32127

Ship To:

1000 CITY CENTRE CIRCLE
PORT ORANGE, FL 32129-1038

Customer ID	Good Thru	Payment Terms	Sales Rep
PO	11/22/15	Net 10 Days	SL

Quantity	Item	Description	Unit Price	Amount
1.00	800106	M12 X 30 HEX HEAD BOLT DIN 933 (POS. 29)	1.53	1.53
1.00	250824	PIN (POS. 30)	140.00	140.00
1.00	250008	STEEL CLAW (POS. 31)	1.53	1.53
15.00	LABOR	LABOR @ \$100.00 PER	100.00	1,500.00
Subtotal				14,550.09
Sales Tax				
TOTAL				14,550.09

Menzi USA Sales, Inc.
 1850 Fairbanks Street
 Lakeland, FL 33805
 USA

Voice: 863-603-7979
 Fax: 863-603-7987

QUOTATION

Quote Number: 10232015PO3
 Quote Date: Oct 23, 2015
 Page: 1

Quoted To:

CITY OF PORT ORANGE
 1000 CITY CENTRE CIRCLE
 PORT ORANGE, FL 32127

Ship To:

1000 CITY CENTRE CIRCLE
 PORT ORANGE, FL 32129-1038

Customer ID	Good Thru	Payment Terms	Sales Rep
PO	11/22/15	Net 10 Days	SL

Quantity	Item	Description	Unit Price	Amount
		SWIVEL LEFT		
1.00	254930	SWIVEL FOOT LEFT (POS.3)	2,940.00	2,940.00
1.00	215642	PIN (POS.14)	189.89	189.89
1.00	250821	PIN (POS.15)	205.80	205.80
2.00	250147	PIN (POS.16)	168.00	336.00
15.00	LABOR	LABOR @ \$100.00 PER	100.00	1,500.00
Subtotal				5,171.69
Sales Tax				
TOTAL				5,171.69

Menzi USA Sales, Inc.
 1850 Fairbanks Street
 Lakeland, FL 33805
 USA

Voice: 863-603-7979
 Fax: 863-603-7987

QUOTATION

Quote Number: 10232015PO4
 Quote Date: Oct 23, 2015
 Page: 1

Quoted To:

CITY OF PORT ORANGE
 1000 CITY CENTRE CIRCLE
 PORT ORANGE, FL 32127

Ship To:

1000 CITY CENTRE CIRCLE
 PORT ORANGE, FL 32129-1038

Customer ID	Good Thru	Payment Terms	Sales Rep
PO	11/22/15	Net 10 Days	SL

Quantity	Item	Description	Unit Price	Amount
		SWIVEL RIGHT		
1.00	254929	SWIVEL FOOT RIGHT (POS.2)	2,940.00	2,940.00
1.00	215642	PIN (POS.14)	189.89	189.89
1.00	250821	PIN (POS.15)	205.80	205.80
2.00	250147	PIN ((POS.16)	168.00	336.00
15.00	LABOR	LABOR @ \$100.00 PER	100.00	1,500.00
Subtotal				5,171.69
Sales Tax				
TOTAL				5,171.69

Menzi USA Sales, Inc.

1850 Fairbanks Street
Lakeland, FL 33805
USA

Voice: 863-603-7979
Fax: 863-603-7987

QUOTATION

Quote Number: 10232015PO6

Quote Date: Oct 23, 2015

Page: 1

Quoted To:

CITY OF PORT ORANGE
1000 CITY CENTRE CIRCLE
PORT ORANGE, FL 32127

Ship To:

1000 CITY CENTRE CIRCLE
PORT ORANGE, FL 32129-1038

Customer ID	Good Thru	Payment Terms	Sales Rep
PO	11/22/15	Net 10 Days	SL

Quantity	Item	Description	Unit Price	Amount
		TURNING HEAD RIGHT		
1.00	250730	TURNING HEAD RIGHT (POS. 29)	2,909.84	2,909.84
1.00	250153	PIN (POS. 18)	186.20	186.20
2.00	217327	SPACER (POS. 21)	89.55	179.10
1.00	250830	PIN (POS. 23)	42.89	42.89
2.00	250151	PIN (POS. 20)	193.07	386.14
2.00	250147	PIN (POS. 16)	168.00	336.00
1.00	250815	PIN (POS. 17)	245.32	245.32
2.00	251729	WASHER (POS. 62)	22.40	44.80
2.00	251730	WASHER (POS. 40)	23.55	47.10
2.00	800995	ROUND BRASS BUSHING (POS. 50)	4.90	9.80
2.00	200635	LOCKNUT (POS. 49)	24.63	49.26
1.00	250166	SPACER (POS. 22)	89.55	89.55
4.00	197962	BUSHING USE FOR 198034 (POS. 37)	122.50	490.00
2.00	250834	SPACER (POS. 35)	42.13	84.26
1.00	250740	SUPPORT (POS. 27)	2,112.73	2,112.73
1.00	250750	SUPPORT (POS. 28)	2,976.77	2,976.77
1.00	250831	PIN (POS. 24)	46.77	46.77
1.00	215567	COVER (POS. 25)	325.44	325.44
1.00	250185	RETAINER (POS. 26)	83.05	83.05
2.00	198035	BUSHING (POS. 42)	60.91	121.82
1.00	250164	SPACER (POS. 34)	37.27	37.27
2.00	250167	SPACER (POS. 36)	100.93	201.86
4.00	198914	BUSHING (POS. 43)	58.10	232.40
1.00	196617	BUSHING (POS. 32)	86.42	86.42
2.00	250833	SPACER (POS. 31)	34.16	68.32
Subtotal				Continued
Sales Tax				Continued
TOTAL				Continued

Menzi USA Sales, Inc.
 1850 Fairbanks Street
 Lakeland, FL 33805
 USA

Voice: 863-603-7979
 Fax: 863-603-7987

QUOTATION

Quote Number: 10232015PO6
 Quote Date: Oct 23, 2015
 Page: 2

Quoted To:

CITY OF PORT ORANGE
 1000 CITY CENTRE CIRCLE
 PORT ORANGE, FL 32127

Ship To:

1000 CITY CENTRE CIRCLE
 PORT ORANGE, FL 32129-1038

Customer ID	Good Thru	Payment Terms	Sales Rep
PO	11/22/15	Net 10 Days	SL

Quantity	Item	Description	Unit Price	Amount
2.00	220471	ROUND BRASS BUSHING / WASHER (POS. 63)	31.82	63.64
2.00	255925	ROUND BRASS BUSHING / WASHER (POS. 64)	17.95	35.90
2.00	220472	ROUND BRASS BUSHING / WASHER (POS. 65)	27.75	55.50
15.00	LABOR	LABOR @ \$100.00 PER	100.00	1,500.00
Subtotal				13,048.15
Sales Tax				
TOTAL				13,048.15

Menzi USA Sales, Inc.

1850 Fairbanks Street
Lakeland, FL 33805
USA

Voice: 863-603-7979

Fax: 863-603-7987

QUOTATION

Quote Number: 10232015PO2

Quote Date: Oct 23, 2015

Page: 1

Quoted To:

CITY OF PORT ORANGE
1000 CITY CENTRE CIRCLE
PORT ORANGE, FL 32127

Ship To:

1000 CITY CENTRE CIRCLE
PORT ORANGE, FL 32129-1038

Customer ID	Good Thru	Payment Terms	Sales Rep
PO	11/22/15	Net 10 Days	SL

Quantity	Item	Description	Unit Price	Amount
		RIGHT CLAW SIDE		
1.00	218158	CYLINDER (POS. 1)	2,602.73	2,602.73
2.00	204202	HYD FITTING (POS. 2)	14.38	28.76
2.00	206039	HYDRAULIC FITTING (POS. 3)	11.91	23.82
2.00	208580H	HYD. HOSE T-51 2000LG (POS. 5)	137.84	275.68
1.00	250700	OUTSIDE BEAM"LEG" (POS. 6)	4,505.65	4,505.65
1.00	250710	INNER BEAM (POS. 7)	2,587.18	2,587.18
1.00	250136	CYLINDER COVER (POS. 9)	441.00	441.00
1.00	250860	SMALL WHEEL AXLE (POS. 10)	913.56	913.56
1.00	217719	LOCK (POS. 11)	293.49	293.49
1.00	250138	PIN (POS. 12)	134.27	134.27
1.00	250140	PIN (POS. 13)	64.22	64.22
1.00	250160	PIN (POS. 14)	105.38	105.38
1.00	250161	PIN (POS. 15)	94.82	94.82
1.00	250158	PIN (POS. 16)	28.00	28.00
1.00	250159	PIN (POS. 17)	222.04	222.04
1.00	250835	SPACER (POS. 18)	106.66	106.66
2.00	196617	BUSHING (POS. 19)	86.42	172.84
2.00	197962	BUSHING USE FOR 198034 (POS. 20)	122.50	245.00
4.00	800645	SNAP RING (POS. 21)	1.65	6.60
1.00	800177	5 X 25 COTTER PIN (POS. 22)	1.60	1.60
1.00	200635	LOCKNUT (POS. 24)	24.63	24.63
1.00	800995	ROUND BRASS BUSHING (POS. 25)	4.90	4.90
1.00	800210	WASHER 13 X 24 X 2.5 M12 (POS. 26)	0.84	0.84
1.00	200091	SAFETY PIN -- 8M (POS. 27)	14.00	14.00
1.00	801034	SOCKET HEAD CAP SCREW (POS. 28)	9.36	9.36

Subtotal	Continued
Sales Tax	Continued
TOTAL	Continued

Menzi USA Sales, Inc.

1850 Fairbanks Street
Lakeland, FL 33805
USA

Voice: 863-603-7979
Fax: 863-603-7987

QUOTATION

Quote Number: 10232015PO2

Quote Date: Oct 23, 2015

Page: 2

Quoted To:

CITY OF PORT ORANGE
1000 CITY CENTRE CIRCLE
PORT ORANGE, FL 32127

Ship To:

1000 CITY CENTRE CIRCLE
PORT ORANGE, FL 32129-1038

Customer ID	Good Thru	Payment Terms	Sales Rep
PO	11/22/15	Net 10 Days	SL

Quantity	Item	Description	Unit Price	Amount
1.00	800106	M12 X 30 HEX HEAD BOLT DIN 933 (POS. 29)	1.53	1.53
1.00	250824	PIN (POS. 30)	140.00	140.00
1.00	250008	STEEL CLAW (POS. 31)	1.53	1.53
15.00	LABOR	LABOR @ \$100.00 PER	100.00	1,500.00
Subtotal				14,550.09
Sales Tax				
TOTAL				14,550.09

Menzi USA Sales, Inc.
 1850 Fairbanks Street
 Lakeland, FL 33805
 USA

Voice: 863-603-7979
 Fax: 863-603-7987

QUOTATION

Quote Number: 10232015PO9
 Quote Date: Oct 23, 2015
 Page: 1

Quoted To:

CITY OF PORT ORANGE
 1000 CITY CENTRE CIRCLE
 PORT ORANGE, FL 32127

Ship To:

1000 CITY CENTRE CIRCLE
 PORT ORANGE, FL 32129-1038

Customer ID	Good Thru	Payment Terms	Sales Rep
PO	11/22/15	Net 10 Days	SL

Quantity	Item	Description	Unit Price	Amount
1.00	120235	A-61B BELT MODIFICATION KIT	545.39	545.39
2.00	ANTI-FREEZE	GAL. OF ANTI-FREEZE	13.95	27.90
15.00	PANOLIN	GAL PANOLIN HLP SYNTH. #46	54.16	812.40
1.00	199921	BRAKE VALVE	2,044.38	2,044.38
2.00	20S/ 3/4 BP	20S/ 3/4 BP	8.07	16.14
1.00	FREIGHT	FREIGHT COST FOR PARTS UNKNOWN AT THIS TIME OPTIONS OF SEA AND AIR FREIGHT		
13.00	LABOR	LABOR @ \$100.00 PER	100.00	1,300.00
			Subtotal	4,746.21
			Sales Tax	
			TOTAL	4,746.21



0.00 *

254,235.00 +
500.00 +
17,500.00 +
1,882.00 +
15,000.00 +
3,647.00 +
2,530.00 +
3,200.00 +
298,494.00 *



FLORIDA SHERIFFS ASSOCIATION FLORIDA ASSOCIATION OF COUNTIES

ALL TERRAIN WALKING EXCAVATOR SPECIFICATION #34

2015 Menzi Muck M3

The Menzi Muck M3 purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

ZONE:	★ Western	★ Northern	★ Central	★ Southern
BASE PRICE:	\$254,235.00	\$254,235.00	\$254,235.00	\$254,235.00

While the Florida Sheriffs Association and Florida Association of Counties have attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

The following equipment delete and add options and their related cost are provided here to assist you in approximating the total cost of the type vehicle(s) you wish to order through this program. Simply deduct the cost of any of the following equipment items you wish deleted from the base unit cost and/or add the cost of any equipment items you wish added to the base unit cost to determine the approximate cost of the type vehicle(s) you wish to order.

NOTE: An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.

VEHICLE:	Muck M3			
DEALER:	Menzi USA Sales, Inc.	Menzi USA Sales, Inc.	Menzi USA Sales, Inc.	Menzi USA Sales, Inc.
ZONE:	★ Western	★ Northern	★ Central	★ Southern
BASE PRICE:	\$254,235.00	\$254,235.00	\$254,235.00	\$254,235.00

Order Code	Delete Options	All Zones
	Downgrade model - specify	NA
	Downgrade model - specify	NA
	Downgrade model - specify	NA
	Downgrade model - specify	NA
	Delete air conditioning	NA

Order Code	Add Options	All Zones
MMM520 ¹	Upgrade model to 140 hp 2x4 <i>Model M520, 23,589lbs. Deutz Water cooled turbo diesel, 24volt, 2 small tires & 2 large tires¹</i>	\$22,865.00 ¹
MMM540 ¹	Upgrade model to 140 hp 4x4 <i>Model M540, 26,455lbs. Deutz Water cooled turbo diesel, 24volt, 4 equal size large tires¹</i>	\$62,815.00 ¹
MMM340 ¹	4x4 on 97 hp model <i>Model M340, 22,267lbs. Deutz Water cooled turbo diesel, 24volt, 4 equal size large tires¹</i>	\$23,366.00 ¹
MMKAWAL ¹	Tinted windows <i>Solar Guard HP Charcoal 13¹</i>	\$500.00 ¹
M644032 ¹	5' wide grading bucket <i>M5 Type¹</i>	\$5,100.00 ¹
M385252 ¹	2' wide digging bucket with teeth <i>M3¹</i>	\$2,985.00 ¹
M285252 ¹	2'8" wide digging bucket with teeth <i>M3¹</i>	\$3,308.00 ¹
M185252 ¹	3'3" wide digging bucket with teeth <i>M3¹</i>	\$3,647.00 ¹
MCMPM5T ¹	36" rotary brush cutter with hydraulic thumb <i>Mulching disc¹</i>	\$34,000.00 ¹
MMCMPM5 ¹	36" rotary brush cutter <i>Mulching disc¹</i>	\$29,500.00 ¹
MMCLMM3 ¹	36" rotary mowing head <i>3 Blade disc¹</i>	\$19,550.00 ¹
MM50RMH ¹	50" rotary mowing head <i>3 Blade¹</i>	\$17,500.00 ¹
MM60RMH ¹	60" rotary mowing head <i>M 5 Type¹</i>	\$17,500.00 ¹
MM18090 ¹	Powertilt actuator <i>Swivels left and right, includes pins, hoses and couplers¹</i>	\$7,950.00 ¹
MMPG730 ¹	Powergrip bucket <i>Includes pins and hoses¹</i>	\$11,200.00 ¹
MMHLP46 ¹	Biodegradable hydraulic oil <i>Synthetic¹</i>	\$2,530.00 ¹

VEHICLE:	Muck M3			
DEALER:	Menzi USA Sales, Inc.	Menzi USA Sales, Inc.	Menzi USA Sales, Inc.	Menzi USA Sales, Inc.
ZONE:	★ Western	★ Northern	★ Central	★ Southern
BASE PRICE:	\$254,235.00	\$254,235.00	\$254,235.00	\$254,235.00
M8UG360 ¹	Hydraulic grapple 360 degree rotation <i>M3 Rotates continuous left and right, includes hydraulic hoses</i> ¹			\$18,900.00 ¹
MMRHB309 ¹	Hydraulic hammer <i>Includes pins and hoses</i> ¹			\$28,500.00 ¹
MHD1000 ¹	Optional equipment - specify <i>Heavy-duty flail mower brush-cutter</i> ¹			\$19,000.00 ¹
PL49GAL ¹	Optional equipment - specify <i>Powerline independent additional pump, prioritized supply for hydraulic attachments, constant output up to 49 GPM. (M5)</i> ¹			\$14,235.00 ¹
MMLLCD ¹	Optional equipment - specify <i>Leakage line for mower attachment</i> ¹			\$1,882.00 ¹
MMHMSC ¹	Optional equipment - specify <i>Hydraulic mountain steel claws (340/345/540/545)</i> ¹			\$11,000.00 ¹
MMCGSWM ¹	Optional equipment - specify <i>Central grease system for whole machine</i> ¹			\$15,000.00 ¹
MMAGSMA ¹	Optional equipment - specify <i>Auto grease system for mower attachment</i> ¹			\$3,200.00 ¹
MMM530 ¹	Optional equipment - specify <i>Upgrade to 4x4 (M530) 24,912lbs. Deutz turbo diesel, 24 volt, 2 small tires and 2 large tires.</i> ¹			\$56,015.00 ¹
M12UG360 ¹	Optional equipment - specify <i>Universal UG12 cpl for M5 type</i> ¹			\$21,970.00 ¹
MMMPOS ¹	Optional equipment - specify <i>Lexan protection for operators windshield</i> ¹			\$3,749.00 ¹
MMSTCF ¹	Optional equipment - specify <i>Stainless steel fittings on chassis hydraulic hoses</i> ¹			\$10,800.00 ¹
	Temporary tag			NA
	Transfer existing registration (must provide tag number)			NA
	New state tag (specify state, county, city, sheriff, etc.)			NA
	Maintenance Plan - specify			NA
	Maintenance Plan - specify			NA
MM ¹	Warranty - specify <i>One (1) year parts and labor</i> ¹			Std ¹
	Warranty - specify			NA
10% Discount ¹	Discount percentage off manufacturer's current published retail prices for non-specified options and any optional models bid. This discount ONLY APPLIES to a downgrade or an upgrade to the model listed in this specification. It does not apply to a completely different make or model. (The discount is applied to the manufacturer's current published retail prices.) 10% ¹			Std ¹



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 2015, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **MENZI USA SALES, INC.**, a Florida corporation whose principal address is 1850 Fairbanks Street, Lakeland, Florida 33805 ("Contractor"). (The City and Contractor are collectively referred to herein as the "Parties.")

1. Provision of Services

- (a) The Contractor hereby agrees to provide the City of Port Orange with Menzi Muck equipment repair, including all materials, labor, parts and freight.
- (b) The time, manner and place for performance of such services shall be:

Term: The term of this Contract shall be effective commencing on the last date the Contract is signed by the Parties and shall continue until June 1, 2016.

Manner and Place: In a manner as required by all current federal, state, county, and local codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances.

Time and Essence: Contractor acknowledges that time is of the essence for the Purchase Order(s) issued hereunder.

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

2. City Obligations. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "1" attached hereto, subject to a limit up to but not to exceed Eighty-Seven Thousand Eight Hundred Eleven and 00/100 Dollars (\$87,811.00) for the term of the contract. The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then current fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. Contract Administration. Branford N. Adumuah, Director of Public Works, shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

4. Termination for Convenience of the City

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

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

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

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

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

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

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

- (i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
 - (1) the cost of work performed or supplies delivered;
 - (2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;
 - (3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.

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

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 19 of this contract concerning disputes.

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

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

7. Examination of Records

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

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

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

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

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

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

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

(d) Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored

electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

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

9. Termination for Non-Appropriation of Funds

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

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

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

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

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

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

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

12. Modifications or Changes to this Contract

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

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

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

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

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

any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

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

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

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

16. Inspection

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

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as provided in the clause of this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

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

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

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

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

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

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

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

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

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

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

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

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

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

Copy to: City of Port Orange
Attention: Branford N. Adumuah, Director of Public Works
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5575

Contractor: Menzi USA Sales, Inc.
Attention: Paul G. Meadows, President
1850 Fairbanks Avenue
Lakeland, Florida 33805
(863) 603-7979 – business
(863) 603-7987 – facsimile
pmeadows@menziusa.com

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

25. Contract Construction

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

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

[remainder of page intentionally left blank]

Witnesses:

MENZI USA SALES, INC.

Printed Name: _____

Printed Name: _____

By: _____

Paul G. Meadows, President

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

Date: _____

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Paul G. Meadows, as President of Menzi USA Sales, Inc., a Florida corporation, and who:

[Notary: Please select one]

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

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Allen Green, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Allen Green, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

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

Witnesses:

ATTEST:

Printed Name: _____

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

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

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

[CA 5145]

Menzi USA Sales, Inc.
1850 Fairbanks Street
Lakeland, FL 33805
USA

Voice: 863-603-7979
Fax: 863-603-7987

0.00 *

0.00 *

QUOTATION

Quote Number: 10232015PO5
Quote Date: Oct 23, 2015
Page: 1

13,048.15 +
6,262.27 +
6,262.27 +
14,550.09 +
5,171.69 +
5,171.69 +
13,048.15 +
14,550.09 +
4,746.21 +
82,810.61 *

Shipped To:
CITY OF PORT ORANGE
1000 CITY CENTRE CIRCLE
PORT ORANGE, FL 32127

CITY CENTRE CIRCLE
PORT ORANGE, FL 32129-1038

*Estimated freight
From Switzerland
\$5,000.00*

Customer ID	Terms	Sales Rep
PO	11/22/15 Net 10 Days	SL

Quantity	Item	Description	Unit Price	Amount
1.00	250734	TURNING HEAD LEFT		
1.00	250153	TURNING HEAD LEFT (POS. 30)	2,909.84	2,909.84
2.00	217327	PIN (POS. 18)	186.20	186.20
1.00	250830	SPACER (POS. 21)	89.55	179.10
2.00	250151	PIN (POS. 23)	42.89	42.89
2.00	250147	PIN (POS. 20)	193.07	386.14
2.00	250147	PIN (POS. 16)	168.00	336.00
1.00	250815	PIN (POS. 17)	245.32	245.32
2.00	251729	WASHER (POS. 62)	22.40	44.80
2.00	251730	WASHER (POS. 40)	23.55	47.10
2.00	800995	ROUND BRASS BUSHING (POS. 50)	4.90	9.80
2.00	200635	LOCKNUT (POS. 49)	24.63	49.26
1.00	250166	SPACER (POS. 22)	89.55	89.55
4.00	197962	BUSHING USE FOR 198034 (POS. 37)	122.50	490.00
2.00	250834	SPACER (POS. 35)	42.13	84.26
1.00	250740	SUPPORT (POS. 27)	2,112.73	2,112.73
1.00	250750	SUPPORT (POS. 28)	2,976.77	2,976.77
1.00	250831	PIN (POS. 24)	46.77	46.77
1.00	215567	COVER (POS. 25)	325.44	325.44
1.00	250185	RETAINER (POS. 26)	83.05	83.05
2.00	198035	BUSHING (POS. 42)	60.91	121.82
1.00	250164	SPACER (POS. 34)	37.27	37.27
2.00	250167	SPACER (POS. 36)	100.93	201.86
4.00	198914	BUSHING (POS. 43)	58.10	232.40
1.00	196617	BUSHING (POS. 32)	86.42	86.42
2.00	250833	SPACER (POS. 31)	34.16	68.32
Subtotal				Continued
Sales Tax				Continued
TOTAL				Continued

EXHIBIT "1"

Menzi USA Sales, Inc.
 1850 Fairbanks Street
 Lakeland, FL 33805
 USA

Voice: 863-603-7979
 Fax: 863-603-7987

QUOTATION

Quote Number: 10232015PO5
 Quote Date: Oct 23, 2015
 Page: 2

Quoted To:

CITY OF PORT ORANGE
 1000 CITY CENTRE CIRCLE
 PORT ORANGE, FL 32127

Ship To:

1000 CITY CENTRE CIRCLE
 PORT ORANGE, FL 32129-1038

Customer ID	Good Thru	Payment Terms	Sales Rep
PO	11/22/15	Net 10 Days	SL

Quantity	Item	Description	Unit Price	Amount
2.00	220471	ROUND BRASS BUSHING / WASHER (POS. 63)	31.82	63.64
2.00	255925	ROUND BRASS BUSHING / WASHER (POS. 64)	17.95	35.90
2.00	220472	ROUND BRASS BUSHING / WASHER (POS. 65)	27.75	55.50
15.00	LABOR	LABOR @ \$100.00 PER	100.00	1,500.00
Subtotal				13,048.15
Sales Tax				
TOTAL				13,048.15

EXHIBIT "1"

Menzi USA Sales, Inc.
 1850 Fairbanks Street
 Lakeland, FL 33805
 USA

Voice: 863-603-7979
 Fax: 863-603-7987

QUOTATION

Quote Number: 10232015PO7
 Quote Date: Oct 23, 2015
 Page: 1

Quoted To:

CITY OF PORT ORANGE
 1000 CITY CENTRE CIRCLE
 PORT ORANGE, FL 32127

Ship To:

1000 CITY CENTRE CIRCLE
 PORT ORANGE, FL 32129-1038

Customer ID

PO

Good Thru

11/22/15

Payment Terms

Net 10 Days

Sales Rep

SL

Quantity

Item

Description

Unit Price

Amount

1.00	250752	AXLE POINT LEFT		
1.00	250487	AXLE POINT LEFT (POS. 5)		
2.00	250149	COVER (POS. 6)	3,841.60	3,841.60
2.00	251731	PIN (POS. 8)	127.15	127.15
2.00	251732	WASHER (POS. 39)	201.85	403.70
2.00	800995	WASHER (POS. 40)	28.00	56.00
2.00	200635	ROUND BRASS BUSHING (POS. 25)	29.65	59.30
12.00	801034	LOCKNUT (POS. 30)	29.65	59.30
1.00	196699	SOCKET HEAD CAP SCREW (POS. 35)	24.63	49.26
1.00	203136	SCREW CONNECTION (POS. 9)	9.36	112.32
16.00	800125	HYDRAULIC FITTING SA 201860 (POS. 10)	12.85	12.85
2.00	195388	BOLT M8X30 DIN 912 (POS. 37)	11.33	11.33
15.00	LABOR	O-RING (POS. 38)	1.65	26.40
		LABOR @ \$100.00 PER	1.53	3.06
			100.00	1,500.00

Subtotal	6,262.27
Sales Tax	
TOTAL	6,262.27

EXHIBIT "1"

Menzi USA Sales, Inc.

1850 Fairbanks Street
Lakeland, FL 33805
USA

Voice: 863-603-7979
Fax: 863-603-7987

QUOTATION

Quote Number: 10232015PO8

Quote Date: Oct 23, 2015

Page: 1

Quoted To:

CITY OF PORT ORANGE
1000 CITY CENTRE CIRCLE
PORT ORANGE, FL 32127

Ship To:

1000 CITY CENTRE CIRCLE
PORT ORANGE, FL 32129-1038

Customer ID	Good Thru	Payment Terms	Sales Rep
PO	11/22/15	Net 10 Days	SL

Quantity	Item	Description	Unit Price	Amount
		AXLE POINT RIGHT		
1.00	250751	AXLE POINT RIGHT (POS. 4)	3,841.60	3,841.60
1.00	250487	COVER (POS. 6)	127.15	127.15
2.00	250149	PIN (POS. 8)	201.85	403.70
2.00	251731	WASHER (POS. 39)	28.00	56.00
2.00	251732	WASHER (POS. 40)	29.65	59.30
2.00	800995	ROUND BRASS BUSHING (POS. 25)	29.65	59.30
2.00	200635	LOCKNUT (POS. 30)	24.63	49.26
12.00	801034	SOCKET HEAD CAP SCREW (POS. 35)	9.36	112.32
1.00	196699	SCREW CONNECTION (POS. 9)	12.85	12.85
1.00	203136	HYDRAULIC FITTING SA 201860 (POS. 10)	11.33	11.33
16.00	800125	BOLT M8X30 DIN 912 (POS. 37)	1.65	26.40
2.00	195388	O-RING (POS. 38)	1.53	3.06
15.00	LABOR	LABOR @ \$100.00 PER	100.00	1,500.00

Subtotal	6,262.27
Sales Tax	
TOTAL	6,262.27

EXHIBIT "1"

Menzi USA Sales, Inc.1850 Fairbanks Street
Lakeland, FL 33805
USA

Voice: 863-603-7979

Fax: 863-603-7987

QUOTATION

Quote Number: 10232015PO1

Quote Date: Oct 23, 2015

Page: 1

Quoted To:CITY OF PORT ORANGE
1000 CITY CENTRE CIRCLE
PORT ORANGE, FL 32127**Ship To:**1000 CITY CENTRE CIRCLE
PORT ORANGE, FL 32129-1038

Customer ID	Good Thru	Payment Terms	Sales Rep
PO	11/22/15	Net 10 Days	SL

Quantity	Item	Description	Unit Price	Amount
		LEFT CLAW SIDE		
1.00	218158	CYLINDER (POS. 1)	2,602.73	2,602.73
2.00	204202	HYD FITTING (POS. 2)	14.38	28.76
2.00	206039	HYDRAULIC FITTING (POS. 3)	11.91	23.82
2.00	208580H	HYD. HOSE T-51 2000LG (POS. 5)	137.84	275.68
1.00	250700	OUTSIDE BEAM"LEG" (POS. 6)	4,505.65	4,505.65
1.00	250710	INNER BEAM (POS. 7)	2,587.18	2,587.18
1.00	250136	CYLINDER COVER (POS. 9)	441.00	441.00
1.00	250860	SMALL WHEEL AXLE (POS. 10)	913.56	913.56
1.00	217719	LOCK (POS. 11)	293.49	293.49
1.00	250138	PIN (POS. 12)	134.27	134.27
1.00	250140	PIN (POS. 13)	64.22	64.22
1.00	250160	PIN (POS. 14)	105.38	105.38
1.00	250161	PIN (POS. 15)	94.82	94.82
1.00	250158	PIN (POS. 16)	28.00	28.00
1.00	250159	PIN (POS. 17)	222.04	222.04
1.00	250835	SPACER (POS. 18)	106.66	106.66
2.00	196617	BUSHING (POS. 19)	86.42	172.84
2.00	197962	BUSHING USE FOR 198034 (POS. 20)	122.50	245.00
4.00	800645	SNAP RING (POS. 21)	1.65	6.60
1.00	800177	5 X 25 COTTER PIN (POS. 22)	1.60	1.60
1.00	200635	LOCKNUT (POS. 24)	24.63	24.63
1.00	800995	ROUND BRASS BUSHING (POS. 25)	4.90	4.90
1.00	800210	WASHER 13 X 24 X 2.5 M12 (POS. 26)	0.84	0.84
1.00	200091	SAFETY PIN -- 8M (POS. 27)	14.00	14.00
1.00	801034	SOCKET HEAD CAP SCREW (POS. 28)	9.36	9.36

Subtotal	Continued
Sales Tax	Continued
TOTAL	Continued

EXHIBIT "1"

Menzi USA Sales, Inc.

1850 Fairbanks Street
Lakeland, FL 33805
USA

Voice: 863-603-7979
Fax: 863-603-7987

QUOTATION

Quote Number: 10232015PO1
Quote Date: Oct 23, 2015
Page: 2

Quoted To:

CITY OF PORT ORANGE
1000 CITY CENTRE CIRCLE
PORT ORANGE, FL 32127

Ship To:

1000 CITY CENTRE CIRCLE
PORT ORANGE, FL 32129-1038

Customer ID	Good Thru	Payment Terms	Sales Rep
PO	11/22/15	Net 10 Days	SL

Quantity	Item	Description	Unit Price	Amount
1.00	800106	M12 X 30 HEX HEAD BOLT DIN 933 (POS. 29)	1.53	1.53
1.00	250824	PIN (POS. 30)	140.00	140.00
1.00	250008	STEEL CLAW (POS. 31)	1.53	1.53
15.00	LABOR	LABOR @ \$100.00 PER	100.00	1,500.00

Subtotal	14,550.09
Sales Tax	
TOTAL	14,550.09

EXHIBIT "1"

Menzi USA Sales, Inc.

1850 Fairbanks Street
Lakeland, FL 33805
USA

Voice: 863-603-7979
Fax: 863-603-7987

QUOTATION

Quote Number: 10232015PO3

Quote Date: Oct 23, 2015

Page: 1

Quoted To:

CITY OF PORT ORANGE
1000 CITY CENTRE CIRCLE
PORT ORANGE, FL 32127

Ship To:

1000 CITY CENTRE CIRCLE
PORT ORANGE, FL 32129-1038

Customer ID	Good Thru	Payment Terms	Sales Rep
PO	11/22/15	Net 10 Days	SL

Quantity	Item	Description	Unit Price	Amount
		SWIVEL LEFT		
1.00	254930	SWIVEL FOOT LEFT (POS.3)	2,940.00	2,940.00
1.00	215642	PIN (POS.14)	189.89	189.89
1.00	250821	PIN (POS.15)	205.80	205.80
2.00	250147	PIN (POS.16)	168.00	336.00
15.00	LABOR	LABOR @ \$100.00 PER	100.00	1,500.00

Subtotal	5,171.69
Sales Tax	
TOTAL	5,171.69

EXHIBIT "1"

Menzi USA Sales, Inc.

1850 Fairbanks Street
Lakeland, FL 33805
USA

Voice: 863-603-7979
Fax: 863-603-7987

QUOTATION

Quote Number: 10232015PO4

Quote Date: Oct 23, 2015

Page: 1

Quoted To:

CITY OF PORT ORANGE
1000 CITY CENTRE CIRCLE
PORT ORANGE, FL 32127

Ship To:

1000 CITY CENTRE CIRCLE
PORT ORANGE, FL 32129-1038

Customer ID	Good Thru	Payment Terms	Sales Rep
PO	11/22/15	Net 10 Days	SL

Quantity	Item	Description	Unit Price	Amount
		SWIVEL RIGHT		
1.00	254929	SWIVEL FOOT RIGHT (POS.2)	2,940.00	2,940.00
1.00	215642	PIN (POS.14)	189.89	189.89
1.00	250821	PIN (POS.15)	205.80	205.80
2.00	250147	PIN ((POS.16)	168.00	336.00
15.00	LABOR	LABOR @ \$100.00 PER	100.00	1,500.00

Subtotal	5,171.69
Sales Tax	
TOTAL	5,171.69

EXHIBIT "1"

Menzi USA Sales, Inc.

1850 Fairbanks Street
Lakeland, FL 33805
USA

Voice: 863-603-7979

Fax: 863-603-7987

QUOTATION

Quote Number: 10232015PO6

Quote Date: Oct 23, 2015

Page: 1

Quoted To:

CITY OF PORT ORANGE
1000 CITY CENTRE CIRCLE
PORT ORANGE, FL 32127

Ship To:

1000 CITY CENTRE CIRCLE
PORT ORANGE, FL 32129-1038

Customer ID	Good Thru	Payment Terms	Sales Rep
PO	11/22/15	Net 10 Days	SL

Quantity	Item	Description	Unit Price	Amount
		TURNING HEAD RIGHT		
1.00	250730	TURNING HEAD RIGHT (POS. 29)	2,909.84	2,909.84
1.00	250153	PIN (POS. 18)	186.20	186.20
2.00	217327	SPACER (POS. 21)	89.55	179.10
1.00	250830	PIN (POS. 23)	42.89	42.89
2.00	250151	PIN (POS. 20)	193.07	386.14
2.00	250147	PIN (POS. 16)	168.00	336.00
1.00	250815	PIN (POS. 17)	245.32	245.32
2.00	251729	WASHER (POS. 62)	22.40	44.80
2.00	251730	WASHER (POS. 40)	23.55	47.10
2.00	800995	ROUND BRASS BUSHING (POS. 50)	4.90	9.80
2.00	200635	LOCKNUT (POS. 49)	24.63	49.26
1.00	250166	SPACER (POS. 22)	89.55	89.55
4.00	197962	BUSHING USE FOR 198034 (POS. 37)	122.50	490.00
2.00	250834	SPACER (POS. 35)	42.13	84.26
1.00	250740	SUPPORT (POS. 27)	2,112.73	2,112.73
1.00	250750	SUPPORT (POS. 28)	2,976.77	2,976.77
1.00	250831	PIN (POS. 24)	46.77	46.77
1.00	215567	COVER (POS. 25)	325.44	325.44
1.00	250185	RETAINER (POS. 26)	83.05	83.05
2.00	198035	BUSHING (POS. 42)	60.91	121.82
1.00	250164	SPACER (POS. 34)	37.27	37.27
2.00	250167	SPACER (POS. 36)	100.93	201.86
4.00	198914	BUSHING (POS. 43)	58.10	232.40
1.00	196617	BUSHING (POS. 32)	86.42	86.42
2.00	250833	SPACER (POS. 31)	34.16	68.32
Subtotal				Continued
Sales Tax				Continued
TOTAL				Continued

EXHIBIT "1"

Menzi USA Sales, Inc.
 1850 Fairbanks Street
 Lakeland, FL 33805
 USA

Voice: 863-603-7979
 Fax: 863-603-7987

QUOTATION

Quote Number: 10232015PO6
 Quote Date: Oct 23, 2015
 Page: 2

Quoted To:

CITY OF PORT ORANGE
 1000 CITY CENTRE CIRCLE
 PORT ORANGE, FL 32127

Ship To:

1000 CITY CENTRE CIRCLE
 PORT ORANGE, FL 32129-1038

Customer ID	Good Thru	Payment Terms	Sales Rep
PO	11/22/15	Net 10 Days	SL

Quantity	Item	Description	Unit Price	Amount
2.00	220471	ROUND BRASS BUSHING / WASHER (POS. 63)	31.82	63.64
2.00	255925	ROUND BRASS BUSHING / WASHER (POS. 64)	17.95	35.90
2.00	220472	ROUND BRASS BUSHING / WASHER (POS. 65)	27.75	55.50
15.00	LABOR	LABOR @ \$100.00 PER	100.00	1,500.00

Subtotal	13,048.15
Sales Tax	
TOTAL	13,048.15

EXHIBIT "1"

Menzi USA Sales, Inc.
 1850 Fairbanks Street
 Lakeland, FL 33805
 USA

Voice: 863-603-7979
 Fax: 863-603-7987

QUOTATION

Quote Number: 10232015PO2
 Quote Date: Oct 23, 2015
 Page: 1

Quoted To:

CITY OF PORT ORANGE
 1000 CITY CENTRE CIRCLE
 PORT ORANGE, FL 32127

Ship To:

1000 CITY CENTRE CIRCLE
 PORT ORANGE, FL 32129-1038

Customer ID	Good Thru	Payment Terms	Sales Rep
PO	11/22/15	Net 10 Days	SL

Quantity	Item	Description	Unit Price	Amount
1.00	218158	RIGHT CLAW SIDE		
2.00	204202	CYLINDER (POS. 1)	2,602.73	2,602.73
2.00	206039	HYD FITTING (POS. 2)	14.38	28.76
2.00	208580H	HYDRAULIC FITTING (POS. 3)	11.91	23.82
1.00	250700	HYD. HOSE T-51 2000LG (POS. 5)	137.84	275.68
1.00	250710	OUTSIDE BEAM"LEG" (POS. 6)	4,505.65	4,505.65
1.00	250136	INNER BEAM (POS. 7)	2,587.18	2,587.18
1.00	250860	CYLINDER COVER (POS. 9)	441.00	441.00
1.00	217719	SMALL WHEEL AXLE (POS. 10)	913.56	913.56
1.00	250138	LOCK (POS. 11)	293.49	293.49
1.00	250140	PIN (POS. 12)	134.27	134.27
1.00	250160	PIN (POS. 13)	64.22	64.22
1.00	250161	PIN (POS. 14)	105.38	105.38
1.00	250158	PIN (POS. 15)	94.82	94.82
1.00	250159	PIN (POS. 16)	28.00	28.00
1.00	250835	PIN (POS. 17)	222.04	222.04
2.00	196617	SPACER (POS. 18)	106.66	106.66
2.00	197962	BUSHING (POS. 19)	86.42	172.84
4.00	800645	BUSHING USE FOR 198034 (POS. 20)	122.50	245.00
1.00	800177	SNAP RING (POS. 21)	1.65	6.60
1.00	200635	5 X 25 COTTER PIN (POS. 22)	1.60	1.60
1.00	800995	LOCKNUT (POS. 24)	24.63	24.63
1.00	800210	ROUND BRASS BUSHING (POS. 25)	4.90	4.90
1.00	200091	WASHER 13 X 24 X 2.5 M12 (POS. 26)	0.84	0.84
1.00	801034	SAFETY PIN -- 8M (POS. 27)	14.00	14.00
		SOCKET HEAD CAP SCREW (POS. 28)	9.36	9.36

Subtotal	Continued
Sales Tax	Continued
TOTAL	Continued

EXHIBIT "1"

Menzi USA Sales, Inc.

1850 Fairbanks Street
Lakeland, FL 33805
USA

Voice: 863-603-7979
Fax: 863-603-7987

QUOTATION

Quote Number: 10232015PO2

Quote Date: Oct 23, 2015

Page: 2

Quoted To:

CITY OF PORT ORANGE
1000 CITY CENTRE CIRCLE
PORT ORANGE, FL 32127

Ship To:

1000 CITY CENTRE CIRCLE
PORT ORANGE, FL 32129-1038

Customer ID	Good Thru	Payment Terms	Sales Rep
PO	11/22/15	Net 10 Days	SL

Quantity	Item	Description	Unit Price	Amount
1.00	800106	M12 X 30 HEX HEAD BOLT DIN 933 (POS. 29)	1.53	1.53
1.00	250824	PIN (POS. 30)	140.00	140.00
1.00	250008	STEEL CLAW (POS. 31)	1.53	1.53
15.00	LABOR	LABOR @ \$100.00 PER	100.00	1,500.00

Subtotal	14,550.09
Sales Tax	
TOTAL	14,550.09

EXHIBIT "1"

Menzi USA Sales, Inc.
 1850 Fairbanks Street
 Lakeland, FL 33805
 USA

Voice: 863-603-7979
 Fax: 863-603-7987

QUOTATION

Quote Number: 10232015PO9
 Quote Date: Oct 23, 2015
 Page: 1

Quoted To:

CITY OF PORT ORANGE
 1000 CITY CENTRE CIRCLE
 PORT ORANGE, FL 32127

Ship To:

1000 CITY CENTRE CIRCLE
 PORT ORANGE, FL 32129-1038

Customer ID	Good Thru	Payment Terms	Sales Rep
PO	11/22/15	Net 10 Days	SL

Quantity	Item	Description	Unit Price	Amount
1.00	120235	A-61B BELT MODIFICATION KIT	545.39	545.39
2.00	ANTI-FREEZE	GAL. OF ANTI-FREEZE	13.95	27.90
15.00	PANOLIN	GAL PANOLIN HLP SYNTH. #46	54.16	812.40
1.00	199921	BRAKE VALVE	2,044.38	2,044.38
2.00	20S/ 3/4 BP	20S/ 3/4 BP	8.07	16.14
1.00	FREIGHT	FREIGHT COST FOR PARTS UNKNOWN AT THIS TIME OPTIONS OF SEA AND AIR FREIGHT		
13.00	LABOR	LABOR @ \$100.00 PER	100.00	1,300.00

Subtotal	4,746.21
Sales Tax	
TOTAL	4,746.21

EXHIBIT "1"



EXHIBIT "1"



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 12/01/2015

Consent item: Yes

SUBJECT: Ratify and confirm the decision of the City Manager for Change Order No. 5 to McMahan Construction Contract for the Williamson Blvd. Regional Lift Station Project

DEPARTMENT: Public Utilities

GOAL: 1 - Infrastructure Preservation

OBJECTIVE: 4 - Enhance the infrastructure maintenance programs in order to extend the full life of capital investments

RECOMMENDED MOTION: Move to approve Change Order No. 5 to McMahan Construction Contract for the Williamson Blvd. Regional Lift Station Project, Bid Award #15-14, in the amount of \$13,215.00 and zero additional days to the contract duration, for a total revised contract amount of \$1,351,942.00; to ratify and confirm the decision of the City Manager and to authorize the Mayor and City Clerk to execute all required contract documents.

SUMMARY:

The Williamson Blvd. Regional Lift Station Project is now being constructed to provide additional pumping station capacity for existing and future development along the Williamson Blvd. corridor. Change Orders Nos. 1, 2, and 4 were recently approved at the department level. Change Order No. 3 was approved by City Council on August 4, 2015.

On June 9, 2015 – Change Order No. 1 (deductive) provided for the reuse of the existing louvers at the new location saving \$1,500.00 by eliminating the need to purchase a new louver for the relocated generator.

On June 12, 2015 – Change Order No. 2 (deductive) provided for reuse of the existing automatic transfer switch at the new location saving \$1,940.00 by eliminating the need to purchase a new Automatic Transfer Switch for the relocated generator. Both of these change orders were within the approval limits as established in the City's purchasing policy.

On August 4, 2015 – Change Order No. 3 was approved by City Council for additional cost of \$3,167.00 and time extension of 21 days. The additional cost was to compensate for the actual cost for the building permit fee. The time extension was to compensate for the building permit review due to minor design clarification changes to the construction documents.

On August 26, 2015 – Change Order No. 4 was approved by staff to approve an

alternative pipe route and the adjustment of the generator slab to accommodate field conditions. This was a no cost/no time extension change within scope.

The net credit for the above change orders is (\$273.00).

This agenda item concerns Change Order No. 5 which includes one (1) field modification request from City staff and two (2) unforeseen field conditions.

Specifically,

1. City staff requested the existing septic tank to be abandoned and re-route the existing bathroom plumbing to connect to the new lift station wet well at a cost of \$4,198.00 and zero (0) day extension.
2. A 36" steel casing was encountered at the 16" force main tie-in location. This casing was part of the original jack and bore casing crossing under Interstate 95. Part of the 36" steel casing needs to be removed and dewatering is required to perform the final tie-in at a cost of \$10,545.00 and zero (0) day extension.
3. The second unforeseen field condition was the sudden failure of the electrical transfer switch at the existing regional lift station site. Change Order No. 2 identify the reuse of the existing electrical transfer switch as a cost saving item, however; the failure of this transfer switch requires the purchase and installation of a new unit at a cost of \$3,472.00 and zero (0) day extension. In addition, the contractor has offered a \$5,000.00 credit if City could provide a temporary generator during lift station switchover. This will result in a net credit of (\$1,528.00) for this item.

The net cost for the above change orders is \$13,215.00 (\$4,198.00 + \$10,545.00 - \$1,528.00)

Staff directed the contractor to proceed with the above works on October 22, 2015 to avoid construction delays pursuant to City Ordinance 2-272(3). The total net increase to the construction contract to date for these five (5) change orders is \$12,942.00 (\$13,215.00 - \$273.00) for a total revised contract amount of \$1,351,942.00. Staff recommends approval of Change Order No. 5.

Project No.: SLS003 Funding Account No.: 40304015356397

ATTACHMENTS:

1.	Change Order 5	Change Order 5 - McMahan Const attachements.pdf
----	----------------	---

Anderson, Liz
Wiggins, Julia
Ho, Kenny
Wilson, Rick

Created/Initiated - 11/17/2015
Approved - 11/17/2015
Approved - 11/18/2015
Approved - 11/18/2015

Neff, Andrew	Approved - 11/18/2015
Riehm, Tracey	Approved - 11/23/2015
Roberts, Margaret	Approved - 11/24/2015
Johansson, M. Jake	Final Approval - 11/24/2015

CHANGE ORDER NO. 5
To the Agreement for Construction, dated April 21, 2015
McMahan Construction Company, Inc., Contractor

Project: Bid B15-14 Williamson Blvd. Regional Lift Station

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$1,339,000.00	Original Contract Times Substantial Completion: 270 days Final Completion 300 days (April 9, 2016)
Net changes from previous Change Order: No. 1: \$1,500.00 (Credit) No. 2: \$1,940.00 (Credit) No. 3: \$3,167.00 No. 4: \$ 0 Credit of \$ 273.00	Changes in contract time from previous Change Orders: No. 1: 0 days No. 2: 0 days No. 3: 21 days No. 4: 0 days 21 days
Contract Price prior to this Change Order: \$ 1,338,727.00	Contract Completion Date prior to this Change Order: Final Completion: April 30, 2016
Net Increase (decrease) of this Change Order No. 5: \$13,215.00	Changes in contract time requested this Change Order No. 5 : (Requires Council Approval) 0 days
Contract Price with all approved Change Orders: \$ 1,351,942.00	Contract Times with all approved Change Orders: Final Completion: April 30, 2016

CHANGES ORDERED:

- I. GENERAL: This Change Order is necessary to cover changes in the work to be performed under the Agreement for Construction entered into by and between the parties on April 21, 2015.
- II. REQUIRED CHANGES: Change Order No 5 consists of the following changes:
 1. Addition of a 4-inch drain line for the bathroom at the existing Williamson Blvd Lift Station site. Abandon existing septic tank. Quoted price \$4,198.00. (Refer to Attachment 1)
 2. Removal of 36-inch steel casing encountered at tie-in location for the 16-inch influent and effluent lines shown on the project plans. Quoted price \$10,545.00. (Refer to Attachment 2)
 3. Contractor to connect a portable generator provided by the City to the existing Clark LS manual transfer switch and provide a new ATS at the Williamson LS site.
Quoted credit: (\$1,528.00) (Refer to Attachment 3)
- III. JUSTIFICATION: The addition of the 4-inch drain line for the bathroom at the existing Williamson Blvd Lift Station was not in the original contract documents. The new lift station is located within 100 linear feet of the bathroom facility. Installation of the drain line while the property is excavated will result in a lower cost than if performed in the future.
- IV. PAYMENT: Payment for this Change Order shall be made in accordance with the terms of the Agreement of Construction subject to a limit up to but not to exceed **One Million Three Hundred Fifty-one Thousand Nine Hundred and Forty-two dollars and no cents (1,351,942.00)**. 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.

COPY

Acknowledgments:

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

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

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

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

RECOMMENDED BY:

KENNY Ho, PE

Department Project Manager

By: [Signature]
Printed Name: Kenny Ho
Title: Public Utilities Engineer

Date Signed: NOV 9, 2015

RECOMMENDED BY:

WADE TRIM, INC.

City's Representative

By: [Signature]
Printed Name: Oscar Duarte
Title: Construction Administrator

Date Signed: 11/6/15

ACCEPTED BY:

McMahan Construction Company, Inc.

By: [Signature]
Printed Name: John Justus Jr.
Title: Vice President, McMAHAN CONST.

Date Signed: 11/2/15

RECOMMENDED BY:

Quentin L. Hampton Associated, Inc.

Engineer of Record

By: [Signature]
Printed Name: Brad Blais
Title: Engineer of Record

Date Signed: 11/6/15

COPY

APPROVED BY:
CITY OF PORT ORANGE
Department Head

By: Andrew Neff
Printed Name: Andrew Neff
Title: Utilities Director

Date Signed: 11/12/15

City Manager

By: M.H. Johansson
Printed Name: M.H. Johansson
Title: City Manager

Date Signed: 11.13.15

If Council approval is required:

Affirmed:

By: _____
Printed Name: Allen Green
Title: Mayor

Robin L. Fenwick, CMC, City Clerk

Date Signed: _____

Date Signed: _____

COPY

ATTACHMENT 1

CONTRACTOR QUOTE – BATHROOM DRAIN LINE

COPY



McMahan Construction Co., Inc.

ROBERT KELLOGG, *President*
#CGC010240

DEAN KELLOGG
Vice President

JOHN JUSTUS, JR., *Exec. Vice President*
CGC059437 and CUC057309

LISA A. DEAN
Corporate Secretary
Secretary-Treasurer

October 21, 2015

Mr. Oscar Duarte
Wade Trim
3790 Dixie Highway NE, Suite D
Palm Bay, FL 32905

Re: Williamson Blvd. Regional Lift Station – Septic Tank Abandonment

Dear Oscar:

At the City's request, we have developed the following cost to install a 4" drain line for the bathroom at the existing pump station building. The 4" sewer line will be run by gravity from the connection point outside the building into the new lift station. We will install approximately 100LF of 4" PVC Sewer pipe SDR35. The existing septic tank will be abandoned onsite (not hauled off). We have included the permitting by the Volusia County Health Department thru Allen's Plumbing. Our cost breakdown is as follows:

• Permitting by Allen's Plumbing	\$ 1,250.00
• 4" Pipe & Fittings	\$ 300.00
• 6" Concrete Core at Lift Station Wall	\$ 150.00
• Abandon Tank & Drainfield onsite	\$ 300.00
• McMahan Labor & Insurance – 2 days	<u>\$ 1,650.00</u>
• Subtotal	\$ 3,650.00
• Contractor's Markup @ 15%	\$ 548.00
• Total Price	\$ 4,198.00

The routing of the pipe will be coordinated onsite directly with Pat Marsh. Advise upon review if you want us to proceed with this additional work. Contact us with any questions. Thanks.

Sincerely,

McMahan Construction Co., Inc.

John Justus, Jr.
Executive Vice President

COPY

wt102115

ATTACHMENT 2

CONTRACTOR QUOTE – 36" STEEL CASING REMOVAL

COPY



McMahan Construction Co., Inc.

ROBERT KELLOGG, *President*
#CGC010240

DEAN KELLOGG
Vice President

JOHN JUSTUS, JR., *Exec. Vice President*
CGC059437 and CUC057309

LISA A. DEAN
Corporate Secretary
Secretary-Treasurer

October 26, 2015

Wade Trim, Inc.
3790 Dixie Highway, NE
Palm Bay, FL 32905
ATTN: Oscar E. Duarte, P.E.-Project Manager

Re: Williamson Blvd. Regional Lift Station – Removal of 36" Steel Casing at pipe tie in

Dear Oscar:

At the City's request, we have developed the following cost to remove the 36" steel casing encountered at the tie in location for the 16" influent & effluent lines shown on sheet 4 of the project plans. The steel casing extends thru the easement area approximately 25' in length. We intend to longitudinally cut the casing in two places & then cut it off (full circumference) at the property line to the FDOT right of way. The casing & 16" pipe will be sealed at this point with a 2" vent installed at the City's request. The vent will be at the fence line extending above grade with two 90' bends & screening. The work will be contained within the easement area only. Our cost breakdown is as follows:

• McMahan Labor & Insurance for 6 days	\$6,000
• McMahan Equipment & Fuel for 6 days	\$1,200
• Wellpoint System from Thompson Pump for 2 weeks	\$1,870
• 2" Vent Materials	<u>\$ 100</u>
• Subtotal	\$9,170
• Contractor's Markup @ 15%	<u>\$1,375</u>
• Total Price	\$10,545

The removal of the casing will be coordinated onsite with Pat Marsh. The casing with vent will be shown on the project as built drawings. Advise upon review if you want us to proceed with this additional work. Contact us with any questions. Thanks.

Sincerely,

McMahan Construction Co., Inc.

John Justus, Jr.
Executive Vice President

COPY

*Thompson Pump & Manufacturing Co., Inc.
1496 Herbert St.
Port Orange, Florida 32129
Phone (800) 767-7310
Fax (386) 761-0362*



McMahan Construction
P o box 223
Deland fl, 32721

10-26-2015

Re: Equipment Rental and wellpoint pricing

Attention: John Justus

Job: S. Williamson masterlift station

Thompson Pump & Manufacturing appreciates the opportunity to quote our products and services to you. Listed below you will find the following rental and installation prices:

1-6" piston pump
100' of 6" layflat
80' of 6" header pipe
2-6" 90'S
1-6" cap
8-6" header couplings with straps
24 13' OAL wellpoints
24 swings

Monthly \$ 2,110.00

Weekly \$ 703.00

Fuel will burn an estimated 6 gallons per day

Please Note:

- Prices above exclude applicable sale taxes and a 2% ECC Charge.
- Freight: FOB Port Orange. \$ 85.00 each way

COPY

I would like to take this opportunity to thank you for your interest in our products. Should you have any questions regarding this quote, please contact me at (386) 527-9943.

Sincerely,

Jason Roberson,
Sales Representative

COPY

ATTACHMENT 3

CONTRACTOR QUOTE – REPLACEMENT OF CLARK LIFT STATION ATS

COPY

McMahan Construction Co., Inc.

ROBERT KELLOGG, *President*
#CGC010240

DEAN KELLOGG
Vice President

JOHN JUSTUS, JR., *Exec. Vice President*
CGC059437 and CUC057309

LISA A. DEAN
Corporate Secretary
Secretary-Treasurer

October 30, 2015

Wade Trim, Inc.
3790 Dixie Highway, NE
Palm Bay, FL 32905
ATTN: Oscar E. Duarte, P.E.-Project Manager

Re: Williamson Blvd. Regional LS project—Automatic Transfer Switch changes

Dear Oscar:

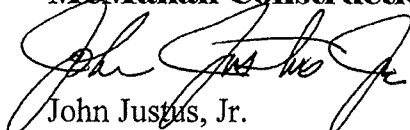
At the City's request, we have the following cost breakdown to furnish a new ATS for the Williamson LS site with the City providing a temporary generator as needed at the Clark LS site. Attached is the ATS cost to purchase a new one. Our pricing breakdown is as follows:

- ATS pricing thru Florida Detroit Diesel-Allison including tax: \$3,156.17
- Contractor's markup at 10%: \$315.83
- Subtotal: \$3,472.00
- Credit for the City to provide a temporary generator: (\$5,000.00)
- Total credit/deduct: (\$1,528.00)

We are requesting no additional contract time for the above listed items. Contact us with any questions. Thanks.

Sincerely,

McMahan Construction Co., Inc.


John Justus, Jr.
Executive Vice President

COPY

DATE 10/27/15
TIME 12:31:02
NOSHOL5531

FLORIDA DETROIT DIESEL-ALLISON, INC.
QUOTE LISTING

PAGE 1
PROG QTR405

QUOTE PTS 93284 TRANSFER SWITCH

CUSTOMER F100941 MC MAHAN CONSTRUCTION CO., INC

WORK ORDER#

CUSTOMER#

MODEL#

SERIAL#

GROUP #	PART NUMBER	DESCRIPTION	QTY	UNIT PRICE	EXTENDED PRICE	UNIT WEIGHT	EXTENDED WEIGHT	QTY AVAIL.
	TS873A0400ALCWSAKQA	TRANSFER SWITCH	1	2977.52	2977.52	.0	.0	0
TOTAL FOR QUOTE			1		2977.52		.0	

COPY

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 12/01/2015

Consent item: Yes

SUBJECT: Laundering/Dry Cleaning Service for Police and Fire Personnel

DEPARTMENT: Police Services

GOAL: N/A

OBJECTIVE: N/A

RECOMMENDED MOTION: Move to approve the award of laundering/dry cleaning services for the Police and Fire Departments personnel uniforms to Brooke Cleaners LLC; and

Move to approve the city manager's execution of all future renewals pursuant to the contract.

SUMMARY: The laundering/dry cleaning services for the Police and Fire Departments personnel uniforms was bid out. The City received one (1) bid. The bid was from Brooke Cleaners LLC as outlined in the attached bid. Therefore staff recommends that Council award this bid to Brooke Cleaners LLC, 133 Main Street, Daytona Beach, FL.

Funds for this item are budgeted in each of the two departments operating budgets.

Project No.: Funding Account No.: 001-3100-522-34.13
001-3100-522.34-13

ATTACHMENTS:

1.	Dry Cleaning Bid	Brooke Cleaners Dry Cleaning 2015.pdf
2.	Standard Contract for Services	Sahasra, LLC dba Brooke Cleaners Standard Contract for Services with City of Port Orange.pdf

Grabowski, Debbie
Grimaldi, Thomas
Gomez, Joseph
Riehm, Tracey
Roberts, Margaret
Johansson, M. Jake

Created/Initiated - 11/09/2015
Approved - 11/20/2015
Approved - 11/23/2015
Approved - 11/23/2015
Approved - 11/24/2015
Final Approval - 11/24/2015

BIDDER'S SUBMITTAL CHECKLIST



City of Port Orange

Purchasing Division
1000 City Center Circle
Port Orange, Florida 32129
Telephone (386) 506-5704
Fax (386) 506-5711

This checklist is for the Bidder's use in preparing their Bid. It is not intended to include all details necessary to prepare a bid and it is not intended as a substitute for the requirements of the Specifications. Use of this checklist does not relieve the Bidder from the responsibility of meeting all requirements of the Specifications concerning the preparation of an acceptable bid.

Bidder's Submittal Checklist:

Envelope: (1) original, (2) copies and (1) CD or flash drive version of the bid tabbed, indexed, and placed in the following order:

- ☒ 1: Bidder Acknowledgement Form: (Section 00030)
- ☐ 2: Insurance certificates: Submit a copy (Section 00080)
- ☒ 3: Statement of Bidder's qualifications (Section 00130)
- ☒ 4: Listing of previous experience: (Section 00140)
- ☒ 5: Anti-collusion statement (Section 00180)
- ☒ 6: Drug free/tie preference statement (Section 00190)
- ☒ 7: Public entity crime statement: (Section 00170)
- ☒ 8: Total Base Bid: (Section 00120)
- ☐ 9: Local preference affidavit: (Section 00125 - optional)
- ☒ 10: Verification to do business in Florida (Sunbiz, etc.)

SECTION 00030



City of Port Orange

Purchasing Division
1000 City Center Circle
Port Orange, Florida 32129
Telephone (386) 506-5704
Fax (386) 506-5711

BID #16-02

BIDDER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

BID TITLE: Dry Cleaning Services

BID RELEASE DATE: October 2, 2015

NON-MANDATORY PRE-BID MEETING DATE & TIME: October 13, 2015 at 10:00 A.M. City Hall Chambers

BID DEADLINE FOR QUESTIONS: October 20, 2015 at 5:00 p.m.

BID DUE DATE & TIME: November 5, 2015 at 2:30 P.M. City Hall, City Clerk's Office

Proposals Received After the Due Date And Time Will Not Be Accepted.

If returning as a "No Bid," please state reason (s): _____

BIDDER'S COMPANY NAME: BROOKS CLEANERS / SHARBA

BIDDER'S COMPANY MAILING ADDRESS: 950 REED CAVALL RD

CITY-STATE-ZIP: SOUTH DAYTONA FLORIDA 32119

PHONE NUMBER: 386 299 0825 **FEIN:** 46-18397126

EMAIL: BROOKS.CLEANERS@GMAIL.COM

ACKNOWLEDGMENT OF ADDENDA: (You must circle the correct # of addenda issued) 0 1 2 3 4 5

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid 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 bid and certify that I am authorized to sign this bid for the bidder. In submitting a bid to the City of Port Orange, the bidder offers and agrees that if the bid is accepted, the bidder 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 bidder.

X _____

AUTHORIZED SIGNATURE (MANUAL)

SHARBA KATZ

NAME (TYPED)

OWNER

TITLE

10/30/15

DATED

ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 07/22/2014
PRODUCER (800)325-9522 FAX (314)832-6775 NIE INSURANCE 6030 Bancroft Avenue Saint Louis, MO 63109-2204		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED Brooke Cleaners LLC & Steven G Baker ATIMA DBA Brooke Cleaners 133 Main Street Daytona Beach, FL 32118		
		INSURERS AFFORDING COVERAGE
		INSURER A: National Fire & Indemnity Exch
		INSURER B:
		INSURER C:
		INSURER D:
		INSURER E:
		NAIC #
		15679

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A X	GENERAL LIABILITY	CPP6867-10-14	12/02/2013	12/02/2014	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000
	☐ CLAIMS MADE ☒ OCCUR				MED EXP (Any one person) \$ 5,000
					PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE \$ 2,000,000
	☒ POLICY ☐ PROJECT ☐ LOC				PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO				BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	☐ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	☐ HIRED AUTOS				
	☐ NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	☐ ANY AUTO				OTHER THAN AUTO ONLY: EA ACC \$
					AGG \$
	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$
	☐ OCCUR ☐ CLAIMS MADE				AGGREGATE \$
	☐ DEDUCTIBLE				\$
	☐ RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$
	OTHER				E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Location #1: 133 Main St. Daytona Beach, FL 32118

Certificate Holder is also an Additional Insured

CERTIFICATE HOLDER**CANCELLATION**

City of Port Orange
 500 Oak St.
 Port Orange, FL 32127

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Supreme Collier

COMMERCIAL PROPERTY DECLARATIONS

COMMERCIAL PROPERTY PREMIUM : \$9,437.00

LIMITS OF INSURANCE

Property Covered : Loc No:00001 <u>Coverage</u>	Address:133 Main St, Daytona Beach, FL 32118 <u>Valuation</u>	<u>Limit</u>	<u>Deductible</u>	<u>Type</u>	<u>Coinsurance</u> Percent	<u>Inflation</u> Guard %	<u>Conditions</u>
Building	Replacement Cost	479,000	1,000	Flat	80		5% Windstorm & Hail Deductible
Business Personal Property Including Theft	Actual Cash Value	300,000	1,000	Flat	80		5% Windstorm & Hail Deductible
Utility Services - Direct Damage		30,000	1,000	Flat			
Computer Equipment Including Theft	Replacement Cost	25,000	1,000	Flat	80		5% Windstorm & Hail Deductible
Equipment Breakdown		Included	1,000	Flat			
Business Income, Including Extra Expense, Excluding Theft		180,000	72	Hours			1/6 Monthly Lim - \$30,000
Utility Services - Time Element		40,000	72	Hours			
Attached Sign	Replacement Cost	3,000	1,000	Flat	80		
Terrorism (Property)		Included					



MARKEL INSURANCE COMPANY
WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
INFORMATION PAGE

Issued June 10, 2015

Standard

1. The Insured's Name and Mailing Address:

Brooke Cleaners LLC
133 Main St
Dayt Bch Sh , FL32118-4431

NCCI Carrier Code: 22616

Policy Number: MWC0036136-04

Renewal of Policy: MWC0036136-03

Fein # / Risk ID # 274015909

For complete named insured: See Attached Named Insured Schedule

Other work place not shown above: See Attached Location Schedule

SIC CODE: 7211

Type of entity: Limited Liability
Company

2. The policy period is from 07/29/2015 to 07/29/2016 [12:01 AM Standard Time] at the insured's mailing address.

3. A. Workers Compensation Insurance: Part One of this policy applies to the Workers

Compensation Law of the states listed here: FLORIDA

B. Employers Liability Insurance: Part Two of this policy applies to work in each state listed in Item 3A.

The limits of our liability under Part Two are:

Bodily Injury by accident: \$ 100,000 each accident

Bodily Injury by disease: \$ 500,000 policy limit

Bodily Injury by disease: \$ 100,000 each employee

C. Other States Insurance: Part Three of this policy applies to the states, if any, listed here:

All states except those listed in Item 3A of the Information Page and the following states or territories: AZ,
District of Columbia, ID, IL, ME, MA, MT, NJ, NY, ND, OH, OR, WA, WY, Puerto Rico and US Virgin Islands.

D. This policy includes these endorsements and schedules: See Attached Schedule of Schedules and
Endorsements

**4. The premium for this policy will be determined by our Manual of Rules, Classifications, Rates and Rating Plans. All
Information required is subject to verification and change by audit.**

Code No.	Classifications	Premium Basis Total Estimated Annual Remuneration	Rate per \$100 of Remuneration	Estimated Annual Premium
See Attached Schedule of Classification and Premium Detail				
	Premium for Increased Limits Part Two			\$0.00
	Total Premium Subject to Experience Modification			\$2,646.00
	Total Estimated Standard Premium			\$2,646.00
	Premium Discount, if applicable			\$0.00
	Expense Constant Charge			\$200.00
	Terrorism Insurance			\$18.00
	Total Estimated Annual Premium			\$2,864.00

Minimum Premium: \$ 418.00

Deposit Premium: \$143.00

Producer: Carolyn Tucker Insurance Agency Inc

Countersigned By:

Servicing Office:

Date: 06/10/2015

THIS INFORMATION PAGE WITH THE WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY AND
ENDORSEMENTS, IF ANY ISSUED TO FORM A PART THEREOF, COMPLETES THE ABOVE NUMBERED POLICY

WC 00 00 01A



007251-011089-35566443-06102015



MWC0036136-04

SECTION 00080

ADDITIONAL INFORMATION

TIMELINE

The schedule for the bid is as follows:

Bid release date	October 2, 2015
Bid pre-bid meeting (non-mandatory)	October 13, 2015 at 10:00 a.m. in Council Chambers
Bid deadline for questions	October 20, 2015 at 5:00 p.m.
Bid due date and time	November 5, 2015 at 2:30 P.M. at the City Clerk's Office

BID SUBMISSION AND WITHDRAWAL

Unless otherwise specified, Bidder's shall use the bid forms supplied by the Purchasing Division.

Bids, once opened, become the property of the City, cannot be withdrawn, and will not be returned to the proposers. Upon opening, Bids become subject to public disclosure in accordance with Chapter 119, Florida Statutes.

Bidders are required to submit one (1) original, two (2) copies, and (1) CD or flash drive version of all documents, sealed and marked on the outside of the package, "**BID 16-02, "Dry Cleaning Services"** with the firm's name, address, city, state and zip code plainly labeled on the outside. Packages must be delivered to the City of Port Orange City Clerk's Office, Attn: Joseph A. Gomez, Purchasing Manager, Finance Department, 1000 City Center Circle, Port Orange, FL 32129 on or before **2:30 p.m. on November 5, 2015**.

Due to the timing of mail service, the City cautions Bidders to assure actual delivery of proposals to the City prior to the deadline set for receiving proposals. Carrier and hand deliveries of bids will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida until **2:30 p.m. (local time), November 5, 2015** or as amended by addendum issued by the City. Bids received after the established deadline shall not be considered.

The contents of the envelope are described below:

Envelope (tabbed, indexed and placed in the following order: (1 original, 2 copies and 1 CD or flash drive version)

- 1: Bidder Acknowledgement Form: (Section 00030)
- 2: Insurance certificates: Submit a copy (Section 00080)
3. Statement of Bidder's qualifications (Section 00130)
- 4: Listing of previous experience: (Section 00140)
- 5: Anti-collusion statement (Section 00180)
- 6: Drug free/tie preference statement (Section 00190)

- 7: Public entity crime statement: (Section 00170)
- 8: Total Base Bid: (Section 00120)
- 9: Local preference affidavit: (Section 00125 - optional)
- 10: Verification to do business in Florida (Sunbiz, etc.)

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

WITHDRAWAL AND AWARD

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

ADDITIONAL INFORMATION/ADDENDA

All questions shall reference "Questions on Bid #16-02 Dry Cleaning Services" in the subject line. All questions concerning this Bid shall be submitted in writing no later than **5:00 p.m. on October 20, 2015** to:

Joseph A. Gomez
Purchasing Manager
1000 City Center Circle
Port Orange, FL 32129
jgomez@port-orange.org

Written responses, in the form of an addendum, will be provided via the Demand Star website at:
www.demandstar.com

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

It is the proposer's responsibility to be sure all correct number of addenda was received. The Bidder should verify with the designated contact persons prior to submitting a proposal that all addenda have been received. Bidders should acknowledge the correct number of addenda received as part of their proposals. It is the responsibility of the bidder to ensure all addenda have been received prior to submitting a bid.

INSURANCE REQUIREMENTS

Please submit a copy of your insurance certificate with your proposal. Upon execution of a contract, the Bidder/Proposer shall maintain insurance during the life of the Contract. Bidder/Proposer 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'/proposer'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. Bidder/Proposer shall not commence work under the contract until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. Bidder/Proposer 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> <u>Additional Coverage:</u>	Coverage A - Statutory Coverage B - \$100,000 All States (Broad Form) Voluntary Compensation	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000.
Comprehensive General Liability (including Completed Operations and Contractual Liability) <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>Limits:</u> <u>Additional Coverage:</u>	Auto Liability Bodily Injury: \$100,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence. Non-Owned, Hired Car	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
Property Insurance — Builders Risk. <u>Limits:</u> <u>Additional Coverage:</u>	Buildings — Completed value of contract. "All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
Professional Liability (Errors & Omissions) <u>Limits:</u>	Coverage \$1,000,000 minimum	

SECTION 00130

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The bidder may submit any additional information he desires.

- A. Name of bidder. BROOKLE CLEANERS / SAHASEA / SHIVANI PATEL
- B. Permanent main office address. 133 MAIN STREET DAYTONA BEACH FL 32118
- C. Date organized. DECEMBER 2010
- D. If a corporation, where incorporated. LLC
- E. How many years have you been engaged in the contracting business under your present firm or trade name? 54 YEARS
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.) *
- G. General character of work performed by your company. *
- H.⁽¹⁾ Have you ever failed to complete any work awarded to you? If so, where and why?
- H.⁽²⁾ Provide list of any lawsuits or judgments filed by or against your company in the last three years, indicating the nature and outcome. *
- I. Have you ever defaulted on a contract? If so, where and why? NO
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed. *
- K. List your major equipment currently owned or leased. *
- L. Experience in work similar to this type of project. *
- M. Background and experience of the principal members of your organization, including the officers. *
- N. Credit currently available: \$ 25000
- O. Give bank reference: Suntrust
- * SEE ATTACHMENT 26a

SECTION 00130

BROOKE CLEANERS

*F CONTRACT ON HAND:

<u>NAME</u>	<u>STARTED</u>	<u>COMPLETED</u>	<u>AMOUNT</u>
1) DAUTONA BEACH PD	AUG 2012	AUG 2015	24000-2900
" FIRE DEPT	AUG 2012	AUG 2015	3000-400
2) DAUTONA BEACH POLICE DEPT	SEPT 2015	(CURRENT, SCHEDULE TO COMPLETE SEPT. 2018)	24000-3000
" FIRE DEPT	SEPT 2015		3000-4000
3) SOUTH DAUTONA POLICE DEPT	2013	CURRENT.	5000 apx
4) NASCAR	2011	CURRENT.	

G DRYCLEANING & LAUNDRY SERVICES.

(J) PLEASE REFER SECTION F, PROJECT WERE COMPLETED & AWARDED AGAIN FOR 3 YEARS.

(K) ADAC ASSEMBLY SYSTEM, BOILER INSTALLED 2015, PRESSES, DELIVERY VAN.

(L) CURRENTLY WORKING WITH NSB, DB, OB, PO POLICE DEPT.

(M) Manager have been working with the company for 20 years, and another for 10 years. Staff has a minimum experience of 5 years each in the same work.

- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?
- Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated this 4th day of November 2015.

Sahasra
Name of Bidder

By: [Signature] Owner
Title

State of Florida

County of Volusia

Shivani Patel being duly sworn deposes and says that
she is the owner of Sahasra and that the
answers to the City of Port Orange.
Name of Organization

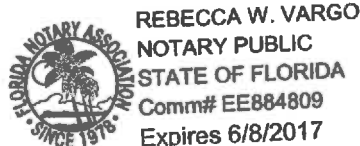
Foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this 4th day of November, 2015.

Rebecca W. Vargo
Notary Public

My commission expires: 6/8/2017

Rebecca W. Vargo



SECTION 00140

LISTING OF PREVIOUS EXPERIENCE

Client List

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

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

	Contact Name	Phone	Current Client? Y or N	Number of years service provided	Description of service
1	NSD POLICE DEPT SUE	386424222	Yes	5+ years	Dry Cleaning & Laundry Uniforms.
2	DB POLICE DEPT MARY	386671 5118	Yes	4 years	Dry Cleaning & Laundry Uniforms.
3	JENNIFER 386322 3045 SO AD	386322 3045	Yes	2 years	Dry cleaning & Laundry Uniforms.

SECTION 00180

ANTI-COLLUSION STATEMENT

By signing this form, the bidder agrees that this 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 bids will be considered incomplete, and will be disqualified, and rejected.

IT IS AGREED BY THE UNDERSIGNED BIDDER THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE BIDDER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FORGOING SPECIFICATIONS, PROPOSED CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN EACH OF THE GOVERNMENTAL PARTIES.

NAME OF FIRM: BROOKS CLEANERS

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

TITLE: Owner

ADDRESS: 133 MAIN STREET

CITY AND STATE: DAYTONA BEACH FL 32118

TELEPHONE: 386 2534583 / 386 2991085

COMPLETION TIME: 10/30/15

NO proposals will be withdrawn for a period of ninety (90) days subsequent to the opening of the proposals, without the consent of the City of _____.

NO BID (REASON) _____

SECTION 00190

DRUG FREE PREFERENCE STATEMENT

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

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

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

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

Name of Firm: BROOKS CLEAVERS

By: SHIRANI PATEL OWNER

Name and Title

Date: 10/30/15

The foregoing instrument was acknowledged before me this 4th day of November, 2015, by Shirani Patel, as owner of Sahasra and who: ☒ is personally known to me; or ☐ has produced _____ as identification.

Rebecca W. Vargo
Notary Public, State of Florida

Printed Name, Commission Seal and Term Expiration Date

Rebecca W. Vargo 6/8/2017



REBECCA W. VARGO
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE884809
Expires 6/8/2017

SECTION 00170

PUBLIC ENTITY CRIME STATEMENT

STATE OF FLORIDA §
COUNTY OF VOLUSIA §

Before me, the undersigned authority, personally appeared affiant Shivani Patel, who being first duly sworn, deposes and says:

1. That the undersigned firm is furnishing this Public Entity Crime Statement pursuant to Section 287.133 of the Florida Statutes for the undersigned firm to receive a contract with the City of Port Orange, a public entity, for goods or services.
2. The firm acknowledges that "a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."
3. The firm warrants that none of its employees or affiliates are on the convicted vendor list kept and published by the State Department of Management Services.

FURTHER AFFIANT SAYETH NAUGHT

Name of Firm: Sahasra
By: Shivani Patel owner
Name and Title
Date: November 4th 2015

The foregoing instrument was acknowledged before me this 4th day of November, 2015 by Shivani Patel, as owner of Sahasra and who: ☒ is personally known to me; or ☐ has produced _____ as identification.

Rebecca W. Vargo
Notary Public, State of Florida

Printed Name, Commission Seal and Term Expiration Date

Rebecca W. Vargo 6/8/2017



REBECCA W. VARGO
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE884809
Expires 6/8/2017

SECTION 00120

TOTAL BASE BID**BID #16-02: Dry Cleaning Services****Police Department**

Description	Estimated Qty	Unit Price	Extended Price
1. Pants/Trousers	5,400 each	\$ <u>2.15</u>	\$ <u>11,610</u>
2. Short Sleeve Uniform Shirts	5,400 each	\$ <u>1.65</u>	\$ <u>8910</u>
3. Summer Uniform Shirts (<i>pull over style</i>)	2,100 each	\$ <u>1.65</u>	\$ <u>3465</u>
4. Polo Style Shirts (marked w/ Dept. Insignia)	50 each	\$ <u>1.65</u>	\$ <u>82.50</u>
5. Clip on Polyester Ties	10 each	\$ <u>1.15</u>	\$ <u>11.50</u>
6. Winter Jackets	50 each	\$ <u>5.25</u>	\$ <u>262.50</u>
7. Jail Jumpsuits	120 each	\$ <u>5.25</u>	\$ <u>630</u>
8. Repairs/Alterations/Mending	300 each	\$ <u>2.50^{rup}</u>	\$ <u>750^{rup}</u>
SUB TOTAL:			\$ <u>20721.50</u>

DETECTIVE/ADMINISTRATIVE PERSONNEL UNDERCOVER (plain Clothes)

Description	Estimated Qty	Unit Price	Extended Price
9. Pants/Trousers	1,800 each	\$ <u>2.15</u>	\$ <u>3870</u>
10. Short Sleeve Button up Shirts	300 each	\$ <u>1.65</u>	\$ <u>495</u>
11. Long Sleeve Button up Shirts	2,400 each	\$ <u>1.65</u>	\$ <u>3960</u>
12. Polo/Golf Style Shirts	900 each	\$ <u>1.65</u>	\$ <u>1485</u>
13. Female Blouses	480 each	\$ <u>2.50</u>	\$ <u>1200</u>
14. Skirts	50 each	\$ <u>2.75</u>	\$ <u>137.50</u>
15. Dresses	50 each	\$ <u>5.25</u>	\$ <u>262.50</u>
16. Ties	240 each	\$ <u>1.15</u>	\$ <u>276</u>
17. Sport Coats (<i>Suit Jackets</i>)	300 each	\$ <u>3.25</u>	\$ <u>975</u>
18. Sweaters	20 each	\$ <u>2.75</u>	\$ <u>55</u>
SUB TOTAL:			\$ <u>12716</u>

CODE ENFORCEMENT

Description	Estimated Qty	Unit Price	Extended Price
19. Repairs	5 each	\$ <u>2.50^{rup}</u>	\$ <u>12.50^{rup}</u>
SUB TOTAL:			\$ <u>12.50^{rup}</u>

FIRE RESCUE DEPARTMENT

Description	Estimated Qty	Unit Price	Extended Price
20. Shirts:	840 each	\$ <u>1.65</u>	\$ <u>1386.</u>
21. Trousers:	720 each	\$ <u>2.15</u>	\$ <u>1548</u>
22. Jackets:	30 each	\$ <u>5.25</u>	\$ <u>157.50</u>
23. Repairs:	120 each	\$ <u>2.50 sup</u>	\$ <u>300 sup</u>
24. Skirts:	96 each	\$ <u>2.75</u>	\$ <u>264</u>
SUB TOTAL:			\$ <u>3655.50</u>

TOTAL BID COST: 42105.50
(Items 1-24) (In Figures)

TOTAL BID COST: Forty two thousand one hundred five dollars + fifty cents
(Items 1-24) (In Words)

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 price bid.

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 Drawings And 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 the provision of **Dry Cleaning Services** for the City of Port Orange, Florida, complete in every respect in strict accordance with the specifications and any future changes therein. The Contractor shall perform these obligations for the prices listed attached and made a part of this Bid.

Company Name: BROOKS CLEANERS / SAHASRA

Contact Person / Title: SHIVALI PATEL

Mailing Address: 950 REED CANAL SD State: FL Zip: 32119

Phone: 3862990825 Fax: 3867601837 E-Mail: BROOKS CLEANERS @GMAIL.COM

Signature: [Signature]

Submitted on: 10/30, 20 15.

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS**Detail by Entity Name**Florida Limited Liability Company

SAHASRA, LLC

Filing Information

Document Number	L13000011203
FEI/EIN Number	46-1839716
Date Filed	01/22/2013
Effective Date	01/22/2013
State	FL
Status	ACTIVE

Principal Address133 MAIN STREET
DAYTONA BEACH, FL 32118Mailing Address950 REED CANAL RD
SOUTH DAYTONA, FL 32119Registered Agent Name & AddressPATEL, SHIVANI
950 REED CANAL RD
SOUTH DAYTONA, FL 32119Authorized Person(s) Detail**Name & Address**

Title MGR

PATEL, SHIVANI
1467 ARECA PALM DRIVE
PORT ORANGE, FL 32128Annual Reports

Report Year	Filed Date
2014	01/23/2014
2015	03/20/2015

Document Images03/20/2015 -- ANNUAL REPORT[View image in PDF format](#)

2015 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L13000011203

Entity Name: SAHASRA, LLC

Current Principal Place of Business:

133 MAIN STREET
DAYTONA BEACH, FL 32118

Current Mailing Address:

950 REED CANAL RD
SOUTH DAYTONA, FL 32119

FEI Number: 46-1839716

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

PATEL, SHIVANI
950 REED CANAL RD
SOUTH DAYTONA, FL 32119 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail :

Title MGR
Name PATEL, SHIVANI
Address 1467 ARECA PALM DRIVE
City-State-Zip: PORT ORANGE FL 32128

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: SHIVANI PATEL

MGR

03/20/2015

Electronic Signature of Signing Authorized Person(s) Detail

Date



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 2015, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **SAHASRA, LLC d/b/a BROOKE CLEANERS**, a Florida limited liability corporation whose principal address is 133 Main Street, Daytona Beach, Florida 32118 ("Contractor"). (The City and Contractor are collectively referred to herein as the "Parties.")

1. Provision of Services

- (a) The Contractor hereby agrees to provide the City of Port Orange with the cleaning and laundering of department personnel garments for the Police and Fire Departments and occasional alteration/mending services for Code Enforcement Officers in the Community Development Department as more specifically described in Exhibit "1" attached hereto.

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

Term: Notwithstanding the date of execution, the term of this Contract shall commence on December 1, 2015 and shall continue until December 1, 2017 (the "Initial Term").

Annual Renewals: This Contract may be renewed for one (1) additional one-year period upon mutual agreement of the Parties, at the same prices, terms and conditions of the original Contract.

The City makes no covenant or promise as to the number of orders placed, nor that the City shall place any orders for goods or services during the life of this Contract. The City reserves the right to contract with other parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

Manner and Place: In a manner as required by all current federal, state, county, and local codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances.

Time and Essence: Contractor acknowledges that time is of the essence for the Purchase Order(s) issued hereunder.

Authorization for Services. Authorization for the purchase of goods or services from Contractor under this Contract shall be in the form of written Purchase Order(s) issued and executed by the City. The City reserves the right to contract with other parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

2. City Obligations. In return for the services identified above, the City agrees to compensate Contractor at the unit prices set forth in Exhibit "1", subject to a limit up to but not to exceed Forty-Two Thousand One Hundred Five and 50/100 Dollars (\$42,105.50) for the then-current fiscal year, payable upon monthly invoicing submitted to the using departments no later than the tenth (10th) of the following month. Invoices must reference the appropriate purchase order number and item number, and must be accompanied by the signed tickets with the clothing prices

itemized. The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then current fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. Contract Administration. The Chief of Police, Thomas Grimaldi, shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

4. Termination for Convenience of the City

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

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

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

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

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

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

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

- (i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
 - (1) the cost of work performed or supplies delivered;

- (2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;
- (3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.

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

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 19 of this contract concerning disputes.

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

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

7. Examination of Records

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

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

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

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

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

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

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

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

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

9. Termination for Non-Appropriation of Funds

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

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

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

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

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

Insurance	Standards	Comments
Workers' Compensation <u>Limits:</u> <u>Additional Coverage:</u>	Coverage A - Statutory Coverage B - \$100,000 All States (Broad Form) Voluntary Compensation	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000.

Comprehensive General Liability (including Completed Operations and Contractual Liability)	<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>Limits:</u>	Auto Liability Bodily Injury: \$100,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence.	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
<u>Additional Coverage:</u>		Non-Owned, Hired Car	
Property Insurance — Builders Risk.	<u>Limits:</u>	Buildings — Completed value of contract.	If the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
<u>Additional Coverage:</u>		"All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as insured AIMA	
Professional Liability — (Errors & Omissions)	<u>Limits:</u>	Coverage — \$1,000,000 minimum	

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

12. Modifications or Changes to this Contract

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

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

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

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

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

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

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

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

16. Inspection

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

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as provided in the clause of this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

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

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

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

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

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

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

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

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

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

PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.

22. Additional Provisions. This Contract includes all additional provisions as may have been outlined in Exhibit "1" and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work.

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

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

City:	City of Port Orange Attention: City Manager 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5501
Copy to:	City of Port Orange Attention: Thomas Grimaldi, Chief of Police 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5870
Contractor:	Sahasra, LLC d/b/a Brooke Cleaners Attention: Shivani Patel, Manager 133 Main Street Daytona Beach, Florida 32118 (386) 299-0825 – business brookecleaners@gmail.com

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

25. Contract Construction

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

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

[remainder of page intentionally left blank]

Witnesses:

SAHASRA, LLC d/b/a BROOKE CLEANERS

Printed Name:_____

By:_____

Shivani Patel, Manager

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

Printed Name:_____

Date:_____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Shivani Patel, as Manager of Sahasra, LLC d/b/a Brooke Cleaners, a Florida limited liability corporation, and who:

[Notary: Please select one]

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

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Allen Green, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Allen Green, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

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

Witnesses:

ATTEST:

Printed Name: _____

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

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

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

[CA 5014]

SECTION 00120

TOTAL BASE BID**BID #16-02: Dry Cleaning Services****Police Department**

Description	Estimated Qty	Unit Price	Extended Price
1. Pants/Trousers	5,400 each	\$ <u>2.15</u>	\$ <u>11,610</u>
2. Short Sleeve Uniform Shirts	5,400 each	\$ <u>1.65</u>	\$ <u>8910</u>
3. Summer Uniform Shirts (<i>pull over style</i>)	2,100 each	\$ <u>1.65</u>	\$ <u>3465</u>
4. Polo Style Shirts (marked w/ Dept. Insignia)	50 each	\$ <u>1.65</u>	\$ <u>82.50</u>
5. Clip on Polyester Ties	10 each	\$ <u>1.15</u>	\$ <u>11.50</u>
6. Winter Jackets	50 each	\$ <u>5.25</u>	\$ <u>262.50</u>
7. Jail Jumpsuits	120 each	\$ <u>5.25</u>	\$ <u>630</u>
8. Repairs/Alterations/Mending	300 each	\$ <u>2.50 rup</u>	\$ <u>750 rup</u>
SUB TOTAL:			\$ <u>2572.50</u>

DETECTIVE/ADMINISTRATIVE PERSONNEL UNDERCOVER (plain Clothes)

Description	Estimated Qty	Unit Price	Extended Price
9. Pants/Trousers	1,800 each	\$ <u>2.15</u>	\$ <u>3870</u>
10. Short Sleeve Button up Shirts	300 each	\$ <u>1.65</u>	\$ <u>495</u>
11. Long Sleeve Button up Shirts	2,400 each	\$ <u>1.65</u>	\$ <u>3960</u>
12. Polo/Golf Style Shirts	900 each	\$ <u>1.65</u>	\$ <u>1485</u>
13. Female Blouses	480 each	\$ <u>2.50</u>	\$ <u>1200</u>
14. Skirts	50 each	\$ <u>2.75</u>	\$ <u>137.50</u>
15. Dresses	50 each	\$ <u>5.25</u>	\$ <u>262.50</u>
16. Ties	240 each	\$ <u>1.15</u>	\$ <u>276</u>
17. Sport Coats (<i>Suit Jackets</i>)	300 each	\$ <u>3.25</u>	\$ <u>975</u>
18. Sweaters	20 each	\$ <u>2.75</u>	\$ <u>55</u>
SUB TOTAL:			\$ <u>12716</u>

CODE ENFORCEMENT

Description	Estimated Qty	Unit Price	Extended Price
19. Repairs	5 each	\$ <u>2.50 rup</u>	\$ <u>12.50 rup</u>
SUB TOTAL:			\$ <u>12.50 rup</u>

FIRE RESCUE DEPARTMENT

Description	Estimated Qty	Unit Price	Extended Price
20. Shirts:	840 each	\$ <u>1.65</u>	\$ <u>1386</u>
21. Trousers:	720 each	\$ <u>2.15</u>	\$ <u>1548</u>
22. Jackets:	30 each	\$ <u>5.25</u>	\$ <u>157.50</u>
23. Repairs:	120 each	\$ <u>2.50^{sup}</u>	\$ <u>300^{sup}</u>
24. Skirts:	96 each	\$ <u>2.75</u>	\$ <u>264</u>
SUB TOTAL:			\$ <u>3655.50</u>

TOTAL BID COST: 42105.50
(Items 1-24) (In Figures)

TOTAL BID COST: Forty two thousand one hundred five dollars + fifty cents
(Items 1-24) (In Words)

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 price bid.

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 Drawings And 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 the provision of **Dry Cleaning Services** for the City of Port Orange, Florida, complete in every respect in strict accordance with the specifications and any future changes therein. The Contractor shall perform these obligations for the prices listed attached and made a part of this Bid.

Company Name: BROOKE CLEANERS / SAHABRA

Contact Person / Title: SHWALI PRTEL

Mailing Address: 950 REED CANAL SD **State:** FL **Zip:** 32119

Phone: 3862990825 **Fax:** 38661601837 **E-Mail:** BROOKECLEANERS@gmail.com

Signature: [Signature]

Submitted on: 10/30, 20 15.

SECTION 00090

SPECIFICATIONS

DRY CLEANING SERVICES FOR POLICE AND FIRE DEPARTMENT PERSONNEL UNIFORMS

The intent of this bid is to specify the scope of service required for the laundering/dry cleaning services used mainly by the Police and Fire Department personnel for their uniforms.

SCOPE OF SERVICES:

Cleaning and laundering of department personnel garments, as listed below, to be cleaned, laundered, returned odorless and pressed. The uniform/laundry cleaning for the Police Department will be for police officer uniforms, community service officer uniforms, animal control uniforms, VIP uniforms, explorer uniforms and shall consist of: winter jackets, dress uniform shirts (*short sleeve and long sleeve*), summer uniform shirts (*3 button pull over polo style*), polo/golf style department issued shirts (*clearly marked with department insignia*), pants/trousers, ties, shorts and jail jumpsuits. The Detective Division and specific administrative employees (*list of names to be provided to vendor*) of the Police Department will require cleaning of plain clothes garments, which includes but is not limited to sport coats, pants/trousers, short sleeve button up shirts, long sleeve button up shirts, polo/golf style shirts (*mayor may not have specific department insignia*), skirts, dresses, ties, and sweaters. **All uniformed personnel and detective clothing shall be cleaned, laundered and pressed unless otherwise indicated by the individual customer or the garment's cleaning instructions.** Starch is a must for the non-uniform shirts unless indicated by the individual customer. It is requested that an "odor free" chemical, if available, be used for the dry-cleaning of all required items.

The uniforms for the Fire Department consist of trousers/pants, skirts, shirts (long sleeve and short sleeve), polo/golf shirts and jackets, sometimes with liners. They also have a dress uniform that consists of a suit coat and pants. The count for shirts usually increases in the fall or cooler weather for both departments. In addition to the dry cleaning laundering, the successful vendor/firm must also be able to provide alterations and mending services for the following: hemming of pants/trousers, skirts, button replacement, zipper repair or replacement, seam and tear mending and sewing on of department patches. Alterations, mending services not mentioned above must receive written authorization from the department representative or their designee prior to any alterations. Alterations/mending services carry a **five (5) day** turnaround time frame. A dry cleaning receipt slip shall be provided by the vendor for each individual to turn garments in for clothing cleaning service of any kind so there is a record/copy for the contractor and the City.

Occasionally, the Code Enforcement Officers in the Community Development Department may utilize the alteration/mending service in particular for the sewing on of their patches, or in hemming trousers. Their uniforms consist of shirts, trousers and possibly a jacket as well.

REQUIREMENTS:

Interested and eligible Dry Cleaning/Laundering establishments must be within seven (7) miles of the city limits of the City of Port Orange.

DELIVERY:

Turnaround time for the laundry cleaning service for both the Police (uniformed and non-uniformed personnel) and Fire Departments uniforms must be a **three (3) day minimum with a five (5) day maximum**. Personnel from the fire department, **with the exception of Fire Administration**, will drop off and pick up their own individual laundry. The police department and Fire Administration, requires their laundry to be picked up and delivered to the police headquarters three (3) times per week (*schedule of days to be agreeable between respective parties*). A specific laundry area/room will be provided for this service at the both facilities. The dry cleaning vendor shall supply the racks for holding the clean laundry, alphabetical designators, laundry bags for soiled laundry, a commercial hamper to hold the laundry bags and a supply of dry cleaning tickets.

Delivery Locations: The Police Department is located at 4545 Clyde Morris Blvd, Port Orange, Florida, 32129. Fire Administration is also located at 4545 Clyde Morris Blvd., Port Orange, Florida, 32129.

PAYMENT:

Monthly invoices must be submitted to the using departments no later than the tenth (10) of the following month to allow the using departments and Accounts Payable ample time to process the payments in a timely fashion. Invoices must reference the appropriate purchase order number and item number, and must be accompanied by the signed tickets with the clothing pieces itemized.

TERM:

The term of this contract will commence on December 1, 2015 and be effective for a two (2) year period of time though December 1, 2017. The contract may be renewed for an additional one (1) year period of time, if mutually agreeable with all parties. Extension will be administered under the same prices, terms and conditions of the original bid contract.

QUANTITIES:**Police Department Dry Cleaning Quantities**

The following is an *estimated* breakdown of laundry/dry cleaning services required for the Police Department personnel:

UNIFORM PERSONNEL (Including CSO uniforms, ACO uniforms, VIP uniforms, etc.)

Pants/Trousers 450 estimated monthly
Short Sleeve Uniform Shirts 450 estimated monthly
Summer Uniform Shirts (*pull over style*) 175 estimated monthly
Polo Style Shirts (*marked with Dept. Insignia*) 50 estimated annually
Clip on Polyester Ties 10 estimated annually
Winter Jackets 50 estimated annually
Jail Jumpsuits 10 estimated monthly
Repairs/Alterations/Mending 25 estimated monthly

DETECTIVE/ADMINISTRATIVE PERSONNEL UNDERCOVER (plain Clothes)

Pants/Trousers 150 estimated monthly
Short Sleeve Button up Shirts 25 estimated monthly
Long Sleeve Button up Shirts 200 estimated monthly
Polo/Golf Style Shirts 75 estimated monthly
Female Blouses 40 estimated monthly
Skirts 50 estimated annually
Dresses 50 estimated annually
Ties 20 estimated monthly
Sport Coats (*Suit Jackets*) 25 estimated annually
Sweaters 20 estimated annually

CODE ENFORCEMENT

Repairs 5 estimated annually

FIRE RESCUE DEPARTMENT

Shirts: 70 estimated monthly
Trousers: 60 estimated monthly
Jackets: 30 estimated annually
Repairs: 10 estimated monthly
Skirts: 8 estimated monthly



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 12/01/2015

Consent item: Yes

SUBJECT: Renewal of Piggyback Agreement with Phillips and Jordan Inc. for Debris Removal, Reduction and Disposal

DEPARTMENT: Public Works

GOAL: 5 - Public Safety

OBJECTIVE: 4 - Review, update and drill emergency management protocols and training

RECOMMENDED MOTION: Move to extend the piggyback contract with Phillips and Jordan Inc. for one more term through October 5, 2016 and authorize the Mayor and City Clerk to execute all required documents.

SUMMARY:

In 2014, the City Council approved a Volusia County piggyback agreement with Phillips and Jordan Inc. for debris removal, reduction and disposal and other emergency services following a disaster. Volusia County has extended their agreement another term, and it is requested that the City's piggyback agreement with Phillips and Jordan Inc. be extended as well.

If approved, the contract will be under the same terms and conditions as set forth in the Volusia County contract and will be effective through October 5, 2016.

FEMA regulations have changed and piggyback contracts are not assured of full reimbursement or timely reimbursement. FEMA prefers to see competitive bids for each governmental jurisdiction. Legal is recommending that the city seek competitive bids in early FY 16 and rights have been reserved to replace this piggyback, accordingly.

Project Funding Account
No.: No.:

ATTACHMENTS:

1.	Vol County Amend.No2 Phillips Jordan	Phillips&Jordan Amend No 2 Volusia County.pdf
2.	Vol County Master Agmt Phillips Jordan	Phillips & Jordan MASTER Agmt.County thru 11 12 16.pdf
3.	Insurance Certificate Phillips Jordan	Phillips & Jordan Ins Cert thru 2016.pdf
4.	Phillips & Jordan Piggyback Contract City of Port Orange	SIGNED contract PHILLIPS & JORDAN - Contract; 07-29-2014.pdf

5.	Extension Agreement No. 2	Phillips and Jordan, Incorporated Extension Agreement No. 2.pdf
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Cockcroft, Kynah	Created/Initiated - 11/18/2015
Adumuah, Branford	Approved - 11/18/2015
Riehm, Tracey	Approved - 11/24/2015
Roberts, Margaret	Approved - 11/25/2015
Johansson, M. Jake	Final Approval - 11/25/2015

AMENDMENT NO. 2
TO
CONTRACT BETWEEN
COUNTY OF VOLUSIA, FLORIDA
AND
PHILLIPS & JORDAN, INC.

This Amendment No. 2 to contract between County of Volusia, Florida and Phillips & Jordan for debris removal, reduction & disposal per 11-P-75JD, made and entered into by and between the County of Volusia, a body corporate and politic and a political subdivision of the State of Florida (hereinafter "County"), and Phillips & Jordan, Inc., 191 P & J Road, Robbinsville, North Carolina 28771, incorporated and licensed to do business in the State of Florida (hereinafter "Contractor").

Recitals

WHEREAS, the County and the Contractor entered into a contract between County of Volusia, Florida and Phillips & Jordan, Inc. for debris removal, reduction & disposal on November 12, 2011, under which Contractor agreed to provide specified services with an initial term of November 12, 2011 through November 12, 2014 ("Contract"); and

WHEREAS, the County and the Contractor amended the Contract through Amendment No. 1 by Amending Section 4., Term of Contract, extending the Contract to November 12, 2015; and

WHEREAS, the County and the Contractor desire to amend the Contract through this Amendment No. 2 by Amending Section 4., Term of Contract, to extend the Contract to November 12, 2016.

NOW THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, and other specific consideration set forth in this Amendment No. 2, the receipt and sufficiency of which is acknowledged by Contractor and County, the parties agree to amend the Contract as follows:

1. The parties agree that the foregoing recitals are true, correct and material to this Contract.
2. The parties agree to extend the term of the Contract through November 12, 2016, in accordance with Section 4., Term of Contract.
4. This Amendment No. 2, including any exhibits, sets forth the entire modification to the Contract with respect to the products and services provided under this Amendment No. 2, unless the Contract is otherwise amended or modified as set forth in Section 3.1, and supersedes all prior proposals, agreements, and communications, both written and oral.

5. This Amendment No. 2 is incorporated by reference into the Contract as if fully set forth therein. Except as provided herein, all other terms and conditions of the Contract shall remain unchanged and in full force and effect and are hereby ratified and reaffirmed by the parties hereto. In the event of any conflict or inconsistency between the provisions set forth in this Amendment No. 2 and the Contract, this Amendment No. 2 shall govern and control.

IN WITNESS WHEREOF, the parties have made and executed this Amendment No. 2 to the Contract between the County of Volusia, Florida and Phillips & Jordan, Inc. on the respective dates under each signature.

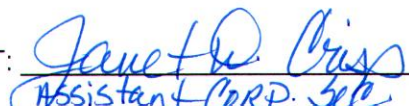
CONSULTANT: Phillips & Jordan, Inc.

BY: 
(Signature)

BY: RONNIE JORDAN, V.P.
Corporate Officer & Title

Date: 9-8-15



ATTEST: 
Assistant Corp. Sec.

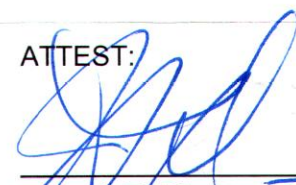
Date: 9-8-15

COUNTY OF VOLUSIA

(SEAL)

BY: 
Jason P. Davis
County Chair

Date: 10-19-15

ATTEST: 
James T. Dinneen
County Manager

Date: 10/20/15

CC Approval Date: 10/15/2015



Master Agreement

NO. 700 1657B - 1

TERM: 2015-11-12 to 2016-11-12

Page 1 of 1

Date Issued: 10/28/15

Vendor contact: Name: EDD SATTERFIELD Phone: 828-479-3371 E-mail: Ext.:	County contact: Name: JOHN ANGIULLI Phone: 386-736-5965 E-mail: JAngiulli@co.volusia.fl.us Ext.:	Bill To: County of Volusia PUBLIC WORKS SRVC CTR 123 W. INDIANA AVE., RM 402 DELAND, FL 32720-4262
Vendor Name: PHILLIPS & JORDAN, INC 191 P AND J ROAD ROBINSVILLE, NC 28771		Vendor No. 03020400070
Ship To: PUBLIC WORKS ADMIN 123 W. INDIANA AVE., RM 402 DELAND, FL 32724		
Solicitation Number: 11-P-75JD Award Date: 2015-10-15 Award Authorization: COUNCIL	Purchasing Analyst: PAMELA WILSKY Phone: 386-822-5779 E-mail: pwilsky@volusia.org Ext.: Payment Terms: Net 45 Days, FOB Dest, Freight allowed	
Document Description: 1 year contract extension as approved by CC 10/15/15		

Line Item	Commodity Code	Unit	Description	Unit Price or Contract Amount
1	99030	EA	1 year contract extension as approved by CC 10/15/15 THIS IS A FEMA REIMBURSABLE CONTRACT. Pricing as per contract documents.	0.00000

Jeaniene Jennings CPPB
Purchasing & Contracts Director

County of Volusia
Sales Tax Exemption Number
85-8012622393C-9

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A delivery order is required for the release of items / services from the referenced Master Agreement. If a solicitation number is referenced then the terms and conditions of said solicitation become part of the Master Agreement. Deviation from prices stated is not permitted without a signed corrected Change Order.

If vendor terms and conditions conflict with County of Volusia Terms and Conditions, the County's Terms and Conditions prevail. See reverse side for terms and conditions.

Purchase Order (PO) or Master Agreement (MA) Terms and Conditions

Providing any good or service constitutes acceptance of this entire PO or MA without exception. In the event this document is issued based on a solicitation or quote, the terms and conditions of the solicitation or quote prevail.

Delivery. Title and risk of loss shall pass when items have been received, inspected, and accepted by County of Volusia ("County"). All associated shipping, insurance, and other related costs shall be borne by Provider.

Discontinued. Provider shall give County 30 (thirty) days advance notice of a discontinued item(s) so that County can purchase additional quantities of discontinued item(s). County must give written approval of replacement(s) if they exceed previous price or fail to meet quality, form, fit, or function of the discontinued item. Time is of the essence regarding Performance of Services and this PO or MA can be terminated by the County for convenience, non-appropriation of funds, or non-performance.

Disputes. If such dispute arises under this PO or MA and is not resolved informally by the parties within five (5) business days, the party bringing a claim ("Disputing Party") shall deliver to the first level representative of the other party a written statement ("Dispute Notice") describing the dispute. If the respective representatives cannot resolve the dispute within ten (10) days, the dispute shall be escalated through two higher levels of management. If the dispute has not been resolved within 25 (twenty-five) calendar days after delivery of the Disputing Party's notice, either party may give written notice to the other party declaring the resolution process terminated and pursue other legal recourse or initiate formal non-binding mediation before a single mediator, which shall be completed within 30 (thirty) days of initiation, in accordance with rules of practice and procedure adopted by the Supreme Court of Florida for court-ordered mediation, Rule 1.700, et seq., of the Florida Rules of Civil Procedure, and Chapter 44, Florida Statutes. If the dispute remains unresolved after conducting such mediation, then either party may proceed to finalize such termination remedies and commence litigation in a court of competent jurisdiction.

Governing Law/Jurisdiction/Venue. This PO or MA shall be governed by the laws of the State of Florida and venue for any litigation arising from this PO or MA shall be in the County of Volusia, Florida, and any trial shall be non-jury. Provider shall comply with all applicable laws and regulations.

Insurance. For goods and services delivered or performed by Provider on County premises, Provider certifies it maintains comprehensive general liability insurance and auto insurance in the amounts identified in the solicitation and/or contract and any amendments thereto pertaining to this PO or MA, or from an A.M. Best "A -" or better rated insurance firm authorized by the State of Florida Insurance Commissioner. The County reserves the right to require the "County of Volusia" be named as additional insured for projects when deemed necessary. For services performed off County premises and goods delivered by third party carriers, the Provider shall use such carriers that maintain such insurance coverage as set forth above.

Intellectual Property. Provider agrees to protect, defend, indemnify, and save the County, its agents, officials, including elected officials, and employees of the County harmless from and against any and all claims, demands, actions, and causes of action which may arise asserting that a copyright, trademark, trade secret, or patent ("Intellectual Property"), as provided under this PO or MA, infringes or misappropriates any third party's Intellectual Property. If Provider must pay a third party any license, royalty, or other such usage fee in order to deliver the item(s) under this PO or MA, such third party and usage fee must be specified in the Provider's offer to sell to the County.

Indemnification. The Provider shall indemnify, defend, and hold harmless the County and its agents, officers, and employees, from and against all claims, damages, losses, and expenses, including, but not limited to, attorney's fees arising out of or resulting from the provision of goods and/or services pursuant to the Agreement and/or this PO or MA, provided that the claim, damage, loss, and expense is caused in whole or in part by any negligent act or omission of the Provider; or anyone directly or indirectly employed by Provider or anyone for whose acts the Provider may be liable hereunder, except the Provider will not be required to indemnify and hold the County harmless if such claim, damage, loss, and expense is the result of the negligence of the County or of anyone directly or indirectly employed by the County or anyone for whose acts the County may be liable.

Modification & Assignment. County may unilaterally change, at no additional cost, the quantity and receiving point within the County for items not yet shipped. All other items must be mutually agreed upon in writing. County is not required to pay for defective items, back-orders, late deliveries, those quantities exceeding the PO or MA quantity, or items shipped at a higher price than stated on the PO or MA. Neither this PO or MA nor any interest herein shall be assigned, transferred, or encumbered by Provider except as authorized in writing by the County.

Notices. All notices given by one party to the other party under this PO or MA shall be delivered to the receiving party's address set forth on this PO either by hand, qualified courier, or e-mail and shall be deemed received the day after it is transmitted. For the County, it shall be addressed to the Purchasing and Contracts Department, 123 West Indiana Avenue, 3rd Floor, DeLand, Florida, 32720 or purchasing@volusia.org.

No Waiver. Except as expressly set forth herein, no failure or delay on the part of County in exercising any right, power, or remedy hereunder shall operate as or be deemed a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy preclude any other or further exercise thereof, or the exercise of any other right, power, or remedy.

Order of Precedence. In the event of conflict between this PO or a Price Agreement (PA), the originating Volusia County contract and amendments thereto shall be controlling. This control shall pertain to all specifications and scopes of work included in the originating Volusia County contract and any amendments thereto.

Payment. Except for construction services, which shall be paid pursuant to the Florida Prompt Payment Act, County shall pay Provider within 45 (forty-five) days after receipt of an accurate and undisputed invoice, unless the County accepts a prompt payment discount from Provider and the goods or services are not defective. Invoice, packing slip, delivery receipt, order acknowledgement, and correspondence shall clearly indicate the PO or MA number. Any additional or different terms and conditions on Provider's documents shall be considered null and void. The County may deduct amounts it is due from Provider's payment or not pay disputed invoices until such dispute is resolved. Nothing in this PO or MA shall create any obligation on the part of the County to pay directly to any subcontractor of Provider any monies due to such subcontractor or claims of such subcontractor for amounts owed by Provider to subcontractor for goods or services provided under this PO or MA.

Sovereign Immunity. The County 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 the Agreement, Master Agreement, and/or this Purchase Order to the contrary, nothing in any such documents shall be deemed as a waiver of immunity or the limitations of liability of the County beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature, and the cap on the amount and liability of the County for damages regardless of the number or nature of claims in tort, equity, or contract shall not exceed the dollar amount set by the legislature for tort. Nothing in the Agreement, Master Agreement, or this Purchase Order shall inure to the benefit of any third party for the purpose of allowing any claim against the County, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

Taxes. County is exempt from Manufacturers' Federal Excise Tax (Exemption# 49-6000-885) and Florida sales tax (Exemption# 85-8012622393C-9). Certificates are available at www.volusia.org/purchasing. After accessing the foregoing website, select, "Doing Business with Volusia County" and "Consumer Certificate of Tax Exemption" from the available menu screens to see a copy of the certificates.

UCC. In addition to any rights or remedies contained in this P.O., each party shall have rights, duties, and remedies available through the Uniform Commercial Code (UCC).

Warranty. Provider warrants that all Work or Services performed under this PO or MA shall be performed in a good and competent workmanlike manner to the satisfaction of the County, and materials shall be of good quality (unless otherwise stated on PO or MA), and free from defects and pursuant to specifications and requirements of the contract related to this PO or MA. Provider warrants merchantability of all goods or services and that they are fit for the ordinary purposes they are intended to serve.



PHIL-10

OP ID: A0

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/09/2015

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

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

PRODUCER Scott Insurance(Knoxville,TN) 2095 Lakeside Centre Way Knoxville, TN 37922 Matt Kerr-Knoxville		CONTACT NAME: Angie Baker/Scott Insurance PHONE (A/C, No, Ext): 865-684-1793 FAX (A/C, No): 434-455-8984 E-MAIL ADDRESS: abaker@scottins.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : American Contractors Ins. (A)	
		INSURER B : ACIG Insurance Company (A)	
		INSURER C : American Guar & Liab (A+)	
		INSURER D : Zurich American Ins Co (A+)	
		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			GL15A00037 PRIMARY	06/01/2015	06/01/2016	EACH OCCURRENCE \$ 5,000,000
	☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR			GL15X00037 EXCESS	06/01/2015	06/01/2016	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000
A	☒ Contractual Liab						PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 Emp Ben. \$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC						
A	☒ AUTOMOBILE LIABILITY			AL15000013	06/01/2015	06/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ \$
	☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS						
	☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS						
C	☒ UMBRELLA LIAB ☒ OCCUR			AUC-9137945 05	06/01/2015	06/01/2016	EACH OCCURRENCE \$ 25,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$ 25,000,000
	DED ☒ RETENTION \$ -0-						\$
B	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCA000008015,WCA003515-NJ	06/01/2015	06/01/2016	☒ WC STATUTORY LIMITS ☐ OTHER
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	WCA000011615-AR,CA,GA,PA	06/01/2015	06/01/2016	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Florida Automobile			BAP926555304	06/01/2015	06/01/2016	CSL 5,000,000

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

Allied World Assurance Company (A XV) Professional/Pollution Combination Policy # 0309-6240 effective 6/01/15-6/01/16 provides \$3,000,000 Professional Liability coverage. City of Port Orange is additional insured with respects to General Liability if required by written contractual agreement. A Waiver of Subrogation is in favor of certificate holder with

CERTIFICATE HOLDER**CANCELLATION**

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

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NOTEPAD:

HOLDER CODE

CITYPOF

PHIL-10

PAGE 2

INSURED'S NAME

Phillips and Jordan, Inc.

OP ID: A0

Date 11/09/2015

respects to Workers Compensation if required by written contractual agreement. Per policy provisions, notice of cancellation is at least 30 days except for non-payment of premium.



CITY OF PORT ORANGE PIGGYBACK AGREEMENT

This Piggyback Agreement is entered to this 29 day of July, 2014, 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 PHILLIPS AND JORDAN, INCORPORATED ("Contractor"), a North Carolina corporation registered to transact business in Florida, whose principal address is 10201 Parkside Drive, Suite 300, Knoxville, Tennessee 37922 (collectively "the Parties"). This Piggyback Agreement shall hereinafter be referred to as the "Contract.")

WHEREAS, on the 6th day of October, 2011, Contractor entered into an Agreement for Debris Removal Reduction and Disposal with Volusia County, Florida, pursuant to Request for Proposal No. 11-P-75-JD (the "Volusia County Agreement"); and

WHEREAS, the Volusia County Agreement provides for an initial term of three years commencing on October 6, 2011 and continuing until October 5, 2014, followed by two one (1) year renewal terms exercisable at the option of the County; and

WHEREAS, by entering into this Contract, Contractor agrees to provide debris removal, reduction and disposal services to the City under the terms and conditions of the Volusia County Agreement, except as expressly modified herein; and

WHEREAS, a copy of Volusia County Request for Proposal No. 11-P-75JD, Contractor's Response thereto, and the Volusia County Agreement are available in the Office of the City Clerk, 1000 City Center Circle, Port Orange, Florida 32129; and

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

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

1. Initial Term. This Contract shall have an initial term commencing on the last date this Contract is signed by the Parties, and continuing until October 5, 2014, followed by two one (1) year renewal terms exercisable at the option of the City, if the City determines that renewal is in the best interest of the City.
2. Renewals. The term of this Contract shall be automatically renewed at the end of the Initial Term for one (1) year commencing on October 6, 2014 and continuing until October 5, 2015, subject to renewal of the Volusia County Agreement. Thereafter the term may be renewed for one additional one (1) year period, commencing on October 6, 2015 and continuing until October 5, 2016, subject to renewal of the Volusia County Agreement. Said renewal shall be in writing and made a part of this Contract and shall incorporate this Contract by reference.
3. Contractor Obligation. Contractor agrees to provide debris removal, reduction and disposal, and other emergency services following a disaster event to the City under the same terms and conditions as set forth in the Volusia County Agreement, except as expressly 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.

4. Authorization for Services. This Contract standing alone does not authorize the performance of any work or services to be provided by the Contractor or require the City to place any orders for work or service. Upon City Council appropriation of funds, the City Purchasing Manager shall issue a written Notice to Proceed subject to the funding stated in the appropriation for services referenced in this Contract. Contractor must acknowledge receipt of the Notice to Proceed in writing to the City's Purchasing Manager or his designee.

The City makes no covenant or promise as to the number of available projects, nor that Contractor will perform any project 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. In consideration of the performance of this Contract by the Contractor, the City agrees to pay the Contractor at the unit prices set forth on Exhibit "A." 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. Insurance. Contractor shall maintain insurance during the life of this Contract as set forth in the Volusia County Agreement. Contractor shall furnish evidence of all required insurance in the form of certificates of insurance which clearly indicate that the Contractor has obtained insurance of this type, amount and classification required by section 12 of the Volusia County Agreement, and the City of Port Orange shall be listed as additional insured on that insurance document. The insurance shall be issued by an agency authorized to do business in the State of Florida with a rating of "A" or higher in the "Best Key Rating Guide" published by A. M. Best and Company, Inc. Contractor shall file replacement certificates with the City at the time of expiration or termination of the required insurance occurring during the term of this Contract. Further, Contractor agrees that the City shall make no payments pursuant to the terms of this Contract until all required proof or evidence of insurance has been provided to the City.

7. Payment and Performance Bonds. Contractor shall furnish a Payment and Performance Bond in conformance with Florida Statute 255.05, on forms substantially similar to the forms attached hereto as Exhibit "B," within seven (7) days after a Notice to Proceed is issued. The Bond shall remain in effect until at least one year after the date when final payment becomes due, except as provided otherwise by laws or regulations. The Bond shall be issued by an agency authorized to do business in the State of Florida with a rating of "A" or higher in the "Best Key Rating Guide" published by A. M. Best and Company, Inc.

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.

The failure of Contractor to comply with the public records laws shall constitute a material breach of this Contract and may result in the termination of this 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. 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 materials and workmanship are warranted from defect for a one-year period. This is a minimum acceptable warranty.

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

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

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

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

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

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

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

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

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

24. Controlling Law. **THIS 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.**

25. Additional Provisions

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

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

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

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

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

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

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

Contractor: Phillips and Jordan, Incorporated
Attention: Brandon Layne, Contract Administrator, Disaster Division
10201 Parkside Drive, Suite 300
Knoxville, Tennessee 37922
(865) 392-3093
blayne@pandj.com

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

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

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

Witnesses:

Brandon Layne
Printed Name: Brandon Layne

Valerie W. Holder
Printed Name: Valerie W. Holder

STATE OF Tennessee
COUNTY OF Knox

PHILLIPS AND JORDAN, INCORPORATED

By: Ronnie Jordan
Printed Name: Ronnie Jordan
Title: Vice President

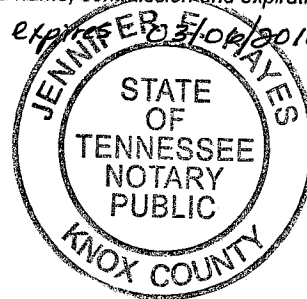
Date: 7/22/14

The foregoing instrument was acknowledged before me this 22nd day of July, 2014, by Ronnie Jordan, as Vice President of Phillips and Jordan, Incorporated, a North Carolina corporation, and who:

[Notary: Please select one]

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

Jennifer E. Hayes, Jennifer E. Hayes
Notary Public, State of Tennessee
Printed, typed or stamped name, commission and expiration:
my Commission Expires 5/04/2016



Witnesses:

CITY OF PORT ORANGE

Barbara J. Abbate
Printed Name: Barbara J. Abbate

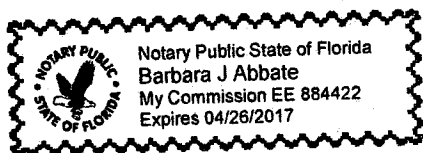
By: Allen Green
Allen Green, Mayor

Theresa Gutierrez
Printed Name: Theresa Gutierrez

Date: July 29, 2014

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 29 day of July, 2014, 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.



Barbara J. Abbate
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

Witnesses:

ATTEST:

Barbara J. Abbate
Printed Name: Barbara J. Abbate

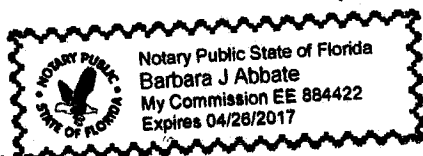
By: Robin L. Fenwick
Robin L. Fenwick, CMC, City Clerk

Theresa Gutierrez
Printed Name: Theresa Gutierrez

Date: July 29, 2014

STATE OF FLORIDA
COUNTY OF VOLUSIA

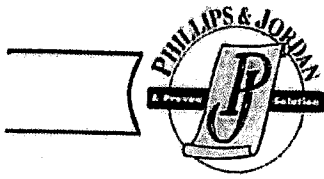
The foregoing instrument was acknowledged before me this 29 day of July, 2014, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.



[CA 4279]

Barbara J. Abbate
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

EXHIBIT "A"



11.0 Rate Structure

Exhibit C, Rate Structure

SCHEDULE 1
HOURLY RATE PRICE SCHEDULE

Equipment Type With Operator (includes fuel and maintenance costs)	Hourly Rate	Day Rate 10 hour days
15-24 Cubic Yard Dump Truck	\$70.00	\$700.00
17 Cubic Yard Clam Truck	\$75.00	\$750.00
20 Cubic Yard Clam Truck	\$78.00	\$780.00
25-34 Cubic Yard Dump Truck	\$80.00	\$800.00
30 Ton or Larger Crane	\$360.00	\$36,000.00
35-44 Cubic Yard Dump Truck	\$90.00	\$900.00
45-54 Cubic Yard Dump Truck	\$90.00	\$900.00
50' Bucket Truck	\$85.00	\$850.00
5-14 Cubic Yard Dump Truck	\$65.00	\$650.00
55-64 Cubic Yard Dump Truck	\$105.00	\$1,050.00
65-74 Cubic Yard Dump Truck	\$105.00	\$1,050.00
75+ Cubic Yard Dump Truck	\$105.00	\$1,050.00
Bobcat Loader	\$85.00	\$850.00
D-6 Dozers or Equivalent	\$110.00	\$1,100.00
Diamond Z or Equivalent Tub Grinder	\$300.00	\$3,000.00
Equipment Transports	\$125.00	\$1,250.00
John Deere 544 Loader or Equivalent	\$105.00	\$1,050.00
Motor Grader	\$145.00	\$1,450.00
Rubber Tire Backhoe	\$105.00	\$1,050.00
Service Trucks	\$80.00	\$800.00
Stump Grinder	\$80.00	\$800.00
Track-Hoes-John Deere 690 or Equivalent	\$110.00	\$1,100.00
Tractor with Box Blade	\$85.00	\$850.00
Water Truck (2,000 Gallon)	\$80.00	\$800.00
Wheel-Loader 644 or Equivalent	\$115.00	\$1,150.00

Personnel and/or Equipment Type	Hourly Rate	Day Rate
1" Diaphragm Pump	\$15.00	\$150.00
1" Suction or Discharge Hose	\$2.00	\$20.00
12 Ton Lowboy	\$125.00	\$1,250.00
12' Work Boat with Motor	\$25.00	\$250.00
12' Work Boat without Motor	\$20.00	\$200.00
185 CFM Compressor	\$55.00	\$550.00
2" Chemical Suction or Discharge Hose	\$5.00	\$50.00
2" Diaphragme Pump	\$18.00	\$180.00
2" Diaphragme Pump S.S.	\$22.00	\$220.00
2" Suction or Discharge Hose	\$2.00	\$20.00
20' Response Trailer	\$20.00	\$200.00
3" Chemical Suction or Discharge Hose	\$2.00	\$20.00
3" Diaphragm Pump	\$25.00	\$250.00

Exhibit C, Rate Structure

SCHEDULE 1
HOURLY RATE PRICE SCHEDULE

Personnel and/or Equipment Type	Hourly Rate	Day Rate
3" Suction or Discharge Hose	\$2.00	\$20.00
3"X12' Absorbent Boom - Universal	\$55.00	\$550.00
30 Gallon Over-pack	\$13.00	\$1,300.00
36' Response Trailer Day Rate only		\$200.00
4 mil 20X100 Polyethylene	\$35.00	\$350.00
4000-5000 Watt Generator	\$220.00	\$2,200.00
5"X1 0' Absorbent Boom- Petroleum	\$48.00	\$480.00
50 Ton Lowboy	\$125.00	\$1,250.00
55 - Gallon Drum Liners, 10 mil	\$205.00	\$2,050.00
55 - Gallon Drums	\$135.00	\$1,350.00
6 mil 20X100 Polyethylene	\$75.00	\$750.00
6 mil Bags Each	\$19.00	
8"X1 0' Absorbent Boom - Petroleum	\$60.00	\$600.00
95 Gallon Poly Over-pack Each	\$310.00	
Absorbent Pads Bundle - Petroleum Each	\$85.00	
Absorbent Pads Bundle - Universal Each	\$100.00	
Acid Suit Each	\$220.00	
Administrative Assistant	\$50.00	\$500.00
Air Blower Day Rate Only		\$200.00
Air Filtration Panel Day Rate Only		\$100.00
Air-hose Section	\$3.00	\$30.00
Airless Spray Day Rate Only		\$350.00
Airline Respirator (includes 150' of Airline) Day Rate Only		\$275.00
Asbestos Abatement Supervisor	\$105.00	\$1,050.00
Asbestos Abatement Worker	\$75.00	\$750.00
Asbestos Inspector	\$75.00	\$750.00
Backhoe	\$105.00	\$1,050.00
Backhoe Extend-a-hoe	\$110.00	\$1,100.00
Barrel Cart Day Rate Only		\$100.00
Boot Covers Each	\$21.00	
Box Truck Day Rate Only		\$280.00
Bulldozer D4or Equivalent	\$95.00	\$950.00
Cascade Air System Per Employee Each		\$145.00
Caution/Hazard Tape Each	\$10.00	
Chemist	\$125.00	\$1,250.00
Circular Saw Day Rate Only		\$35.00
Clerical	\$48.00	\$480.00
Climber with Gear	\$68.00	\$680.00
Combustible Gas Indicator Day Rate Only		\$55.00
Cotton or Latex Gloves Each	\$10.00	
Cutting Torch Day Rate Only		\$20.00

Exhibit C, Rate Structure

SCHEDULE 1
HOURLY RATE PRICE SCHEDULE

Personnel and/or Equipment Type		Hourly Rate	Day Rate
Detector Tubes	10 pack	\$175.00	
DOT Hazardous Waste Labels	Each	\$75.00	
Drill with Bits			\$75.00
Duct Tape	Roll	\$10.00	
Dump Truck		\$65.00	\$650.00
Electrical Cord Section (50')			\$10.00
Equipment Operator		\$56.00	\$560.00
Extension Ladders	Day Rate Only	\$75.00	
Fiber Drums	Each	\$200.00	
Field Hazardous Material Manager		\$110.00	\$1,100.00
Field Hazardous Material Technician		\$75.00	\$750.00
Field Project Foreman		\$100.00	\$1,000.00
Field Project Supervisor		\$100.00	\$1,000.00
Fire Extinguisher	Each	\$95.00	
First Aid Station	Day Rate Only		\$45.00
Flatbed Trailer		\$75.00	\$750.00
Foreman with Truck		\$98.00	\$980.00
Grounding Cable and Rod	Day Rate Only		\$80.00
Hand Auger, Stainless Steel	Day Rate Only		\$30.00
Hand Operated Transfer Pump	Day Rate Only		\$75.00
Hand Tools Per Employee (Shovels, brooms, etc.)	Day Rate		\$100.00
Handheld Radios	Each		\$75.00
Hazardous Material Containment Area Foreman		\$95.00	\$950.00
Hazardous Material Containment Area Manager		\$105.00	\$1,050.00
Hazardous Material Containment Area Supervisor		\$105.00	\$1,050.00
Hazardous Material Containment Area Technician		\$75.00	\$750.00
Hazcat Kit	Each		\$325.00
Health and Safety Specialist		\$80.00	\$800.00
Hearing Protection	Each	\$10.00	
HEPA Vac	Day Rate Only		\$600.00
High Hazard Personnel Decontamination	Each		\$300.00
Inspector with Vehicle		\$92.00	\$920.00
Kappler Tape	Each	\$10.00	
Laborer		\$36.00	\$360.00
Leather Work Gloves	Each	\$14.00	
Level A Suit - Kappler Responder or Equal	Each	\$1,500.00	
Level B Suite- Kappler Responder or Equal	Each	\$400.00	
Low Hazard Personnel Decontamination	Each		\$175.00
Mechanized Broom		\$125.00	\$1,250.00
Nitrile Gloves	Each	\$18.00	
Noeprrene Gloves	Each	\$18.00	

Exhibit C, Rate Structure

SCHEDULE 1
HOURLY RATE PRICE SCHEDULE

Personnel and/or Equipment Type		Hourly Rate	Day Rate
Office Trailer		\$12.00	\$120.00
Oil Dry	Each	\$20.00	
Oil Dry Spreader	Day Rate Only		\$145.00
Operator with Chainsaw		\$56.00	\$560.00
Passenger Car	Day Rate Only		\$150.00
Peat Moss	Each	\$19.00	
Personal Protective Equipment/Level A Employee	Each		\$375.00
Personal Protective Equipment/Level B Employee	Each		\$270.00
Personal Protective Equipment/Level C Employee	Each		\$175.00
Personnel Retrieval Harness	Each		\$20.00
Personnel Retrieval System	Each		\$15.00
Ph Paper	Each	\$20.00	
Photographic Equipment		\$20.00	\$200.00
Photolization Detector		\$10.50	\$105.00
Pickup Truck		\$15.00	\$150.00
Pickup Truck, 1 Ton		\$18.00	\$180.00
Pickup Truck, 4X4		\$15.00	\$150.00
Pickup Truck, Extended Cab		\$17.00	\$170.00
Port a John	Day Rate Only		\$25.00
Portable Eyewash Station	Day Rate Only		\$25.00
Portable Light Stand	Day Rate Only		\$75.00
Pressure Washer		\$30.00	\$300.00
Project Coordinator		\$155.00	\$1,550.00
Project Engineer		\$125.00	\$1,250.00
Project Geologist		\$125.00	\$1,250.00
Proshield	Each	\$150.00	
PVC Boots (Hazmat)	Each	\$175.00	
PVC Gloves	Each	\$20.00	
Rain Suit	Each	\$80.00	
Regulatory Manager		\$110.00	\$1,100.00
Respirator Airline, 50' Section	Each	\$250.00	
Respirator Cartridges	Each	\$40.00	
Respirator Wipes	Each	\$35.00	
Safety Superintendent		\$80.00	\$800.00
Saranex	Each	\$180.00	
SCBA Bottle Refill	Each	\$33.00	
Silvershield Gloves	Each	\$100.00	
Skid Steer		\$90.00	\$900.00
Small Compressor		\$15.00	\$150.00
Soda Ash Bag	Each	\$60.00	
Spike Bar	Day Rate Only		\$250.00

Exhibit C, Rate Structure

SCHEDULE 1
HOURLY RATE PRICE SCHEDULE

Personnel and/or Equipment Type		Hourly Rate	Day Rate
Spill Classifier	Strip	\$15.00	
Step Ladders	Day Rate Only		\$50.00
Superintendent with Truck		\$100.00	\$1,000.00
Survey Personnel with Vehicle		\$250.00	\$2,500.00
Tool Kit (Hammers, Pliers, Screwdrivers, etc.)	Day Rate Only		\$75.00
Toxic Gas Detector	Day Rate Only		\$55.00
Track-hoe 490 or Equivalent		\$125.00	\$1,250.00
Traffic Control Personnel		\$54.00	\$540.00
Traffic Control Vest, Cones, Flags, Barrels, etc.	Crew		\$600.00
Truck Driver		\$56.00	\$560.00
Tyvek	Each	\$50.00	
Vacuum Truck, 3,500 Gallon		\$375.00	3,750.00
Vermiculite	Each	\$28.00	
Water hose Section (Garden)	Each	\$35.00	
Wheelbarrow	Day Rate Only		\$75.00
Wire Welder	Day Rate Only		\$300.00
Wrench Kit (Bung wrench, speed wrench, etc.)	Day Rate Only		\$100.00

Exhibit C, Rate Structure

SCHEDULE 2
UNIT RATE PRICE SCHEDULE

Reference to RFP Scope of Services Items 2 thru 15			
2. Eligible ROW Vegetative Debris Removal Work consists of the collection and transportation of Eligible vegetative debris on the ROW to a County approved DMS location or County Designated Final Disposal Site	Estimated Quantity Per Cubic Yard	\$ Per Cubic Yard	Total
Level 1 Local Storm (Tornado, Category 1-2 Hurricanes)	100,000	8.9	890,000
Level 2 Disaster (50% of County damaged, Cat. 3-4 Hurricanes)	600,000	8.2	4,920,000
Level 3 Disaster (Catastrophic damage countywide)	1,300,000	7.95	10,335,000
3. Eligible ROW C&D Debris Removal Work consists of the collection and transportation of Eligible C&D debris on the ROW to a County Designated Final Disposal Site	Estimated Quantity Per Cubic Yard	\$ Per Cubic Yard	Total
Level 1 Local Storm (Tornado, Category 1-2 Hurricanes)	25,000	9	225,000
Level 2 Disaster (50% of County damaged, Cat. 3-4 Hurricanes)	100,000	8.3	830,000
Level 3 Disaster (Catastrophic damage countywide)	800,000	8	6,400,000
4. DMS Management and Reduction of Through Grinding Work consists of management and operation of DMS locations for the reduction of Eligible disaster related debris through grinding. Includes haul-out (scope of services item #6).	Estimated Quantity Per Cubic Yard	\$ Per Cubic Yard	Total
Level 1 Local Storm (Tornado, Category 1-2 Hurricanes)	100,000	5	500,000
Level 2 Disaster (50% of County damaged, Cat. 3-4 Hurricanes)	600,000	4	2,400,000
Level 3 Disaster (Catastrophic damage countywide)	1,300,000	3.5	4,550,000
5. DMS Management and Reduction of Through Air Curtain Incinerators Work consists of management and operation of DMS locations for the reduction of Eligible disaster related debris through air curtain incineration. Includes haul-out (scope of services item #6)	Estimated Quantity Per Cubic Yard	\$ Per Cubic Yard	Total
Level 1 Local Storm (Tornado, Category 1-2 Hurricanes)	100,000	5	500,000
Level 2 Disaster (50% of County damaged, Cat. 3-4 Hurricanes)	600,000	4	2,400,000
Level 3 Disaster (Catastrophic damage countywide)	1,300,000	3.5	4,550,000
6. Haul-out of Reduced Eligible Debris to a County Designated Final Disposal Site Work consists of loading and transporting reduced Eligible disaster related debris at a County approved DMS location to a County Designated Final Disposal Site	Estimated Quantity	\$ Per Cubic Yard	Total
Cost for haul-out included in cubic yard prices for scope of services items #4 and #5.		3	3

Exhibit C, Rate Structure

SCHEDULE 2
UNIT RATE PRICE SCHEDULE

7. Removal of Eligible Hazardous Leaning Trees and Eligible Hanging Limbs Work consists of removing Eligible hazardous leaning trees or hanging limbs and placing them on the safest possible location on the County ROW for collection under the terms and conditions of scope of services item 2, Eligible ROW Vegetative Debris Removal (Collect & Haul)	Estimated Quantity	\$ Per Tree	Total
6 inch to 12.99 inch diameter Eligible Leaning Tree	200	0	0
13 inch to 24.99 inch diameter Eligible Leaning Tree	150	20	3,000
25 inch to 36.99 inch diameter Eligible Leaning Tree	50	150	7,500
37 inch to 48.99 inch diameter Eligible Leaning Tree	20	200	4,000
49 inch and larger diameter Eligible Leaning Tree	10	300	3,000
Removal of Eligible Hanging Limbs >2"	1 to 10	60	60
Removal of Eligible Hanging Limbs >2"	11 to 40	75	75
Removal of Eligible Hanging Limbs >2"	41+	90	90
8. Removal of Eligible Hazardous Stumps Work consists of removing Eligible hazardous stumps and transporting resulting debris on the ROW to a County approved DMS location or County Designated Final Disposal Site.	Estimated Quantity	\$ Per Stump	Total
24.1 inches to 36.99 inch diameter Eligible Stump	10	100	1,000
37 inch to 48.99 inch diameter Eligible Stump	5	250	1,250
49 inch and larger diameter Eligible Stump	5	400	2,000
9. Eligible Household Hazardous Waste Removal, Transport and Disposal Work consists of the removal, transportation and proper disposal of Eligible Household Hazardous Waste (HHW) at a permitted Hazardous Waste TSDF	Estimated Quantity	\$ Per Gallon	Total
Liquid type hazardous material	1,000	20	20,000
10. Eligible Household Hazardous Waste Removal, Transport and Disposal Work consists of the removal, transportation and proper disposal of Eligible Household Hazardous Waste (HHW) at a permitted Hazardous Waste TSDF	Estimated Quantity	\$ Per Ton	Total
Solid type hazardous material	1,000	200	200,000
11. Eligible ROW White Goods Debris Removal (Collect & Haul) Work consists of the removal of Eligible white goods from the ROW to a designated County approved DMS location. The Contractor shall also be responsible for the transportation of Eligible white goods from the designated County approved DMS location to a County designated facility for recycling.	Estimated Quantity	\$ Per Unit	Total
Refrigerators and freezers requiring refrigerant recovery and decontamination	50	45	2,250
Washers, dryers, stoves, ovens, AC units, and hot water heaters	50	35	1,750

Exhibit C, Rate Structure

SCHEDULE 2
UNIT RATE PRICE SCHEDULE

12. Eligible E-Scrap Item Removal Work consists of the recovery and recycling of Eligible E-Scrap such as televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the County.	Estimated Quantity	\$ Per Unit	Total
	2,000	15	30,000
13. Eligible Dead Animal Carcasses Work consists of the recovery and disposal of dead animal carcasses.	Estimated Quantity	\$ Per Pound	Total
	500	5	2,500
14. Other Debris Removal Work Work consists of the...	Estimated Quantity	\$ Per Cubic Yard	Total
Marine Debris Remol - The Contractor shall clear waterways of Eligible debris that is a a. direct result of a natural or manmade disaster	500	25	12,500
b. Sand Screening - The Contractor shall screen all sand to remote Eligible debris deposited as a result of a natural or manmade disaster	1,000	20	20,000
15. Eligible Demolition, Removal, Transport and Disposal of Non-RACM Structures Work consists of the decommissioning, demolition and disposal of Eligible Non-RACM Structures on public or prite property and hauling the resulting debris to a County Designated Final Disposal Site.	Estimated Quantity	\$ Per Structure	Total
Level 1 Local Storm (Tornado, Category 1-2 Hurricanes)	200	3000	600,000
Level 2 Disaster (50% of County damaged, Cat. 3-4 Hurricanes)	2,500	2500	6,250,000
Level 3 Disaster (Catastrophic damage countywide)	5,000	2200	11,000,000
16. Eligible Demolition, Removal, Transport and Disposal of RACM Structures Work consists of the decommissioning, demolition and disposal of Eligible RACM Structures on public or prite property and hauling the resulting debris to a County Designated Final Disposal Site.	Estimated Quantity	\$ Per Structure	Total
Level 1 Local Storm (Tornado, Category 1-2 Hurricanes)	100	3750	375,000
Level 2 Disaster (50% of County damaged, Cat. 3-4 Hurricanes)	500	3125	1,562,500
Level 3 Disaster (Catastrophic damage countywide)	1,000	2750	2,750,000
Total Estimated Cost of All Scope of Service Items:		61,348,478	

EXHIBIT "B"

RETURN RECORDED DOCUMENT TO:

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

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

PAYMENT AND PERFORMANCE BOND

(Public Works)

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

BOND NO. _____

PRINCIPAL:

Developer or Contractor: Phillips and Jordan, Incorporated
Principal Business Address: 10201 Parkside Drive, Suite 300
Knoxville, Tennessee 37922

Contact Person: _____

Phone Number: _____

SURETY:

Address: _____

Contact Person: _____

Phone Number: _____

OWNER:

City of Port Orange, Florida, a chartered municipal corporation
1000 City Center Circle
Port Orange, Florida 32129-4144

Contact Person: _____

Phone Number: _____

Amount: \$ _____

City Case/Project No. _____

Description of Work: Debris Removal, Reduction and Disposal

Project Location: Within the City limits of Port Orange, Florida, including public property and right of ways, City parks, and City debris staging areas within the unincorporated areas of the City and may include private segments within the jurisdictional boundaries of the City.

Legal Description: Within the City limits of Port Orange, Florida, including public property and right of ways, City parks, and City debris staging areas within the unincorporated areas of the City and may include private segments within the jurisdictional boundaries of the City.

Front Page

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

CERTIFICATE FOR FILING IN PUBLIC RECORDS

PAYMENT AND PERFORMANCE BOND

(Public Works)

In Compliance with Section 255.05(1)(a) Florida Statutes

Bond No. _____

The Principal, **PHILLIPS AND JORDAN, INCORPORATED**, a North Carolina corporation, by and through its undersigned representative, does hereby certify that the attached:

Payment and Performance Bond No. _____,

is a true and correct copy of the fully executed financial guarantee delivered to:

CITY OF PORT ORANGE, FLORIDA

pursuant to Section 255.05, Florida Statutes; as Owner/Holder of the subject property in trust for the public, for the public construction project known as:

Debris Removal, Reduction and Disposal

located in Port Orange, Volusia County, Florida, and identified by the City of Port Orange as Case No. _____.

All claimants are called upon to take notice of the notice requirements and time limitations prescribed by Sections 255.05(2), (8) and (10), Florida Statutes.

Phillips and Jordan, Incorporated
10201 Parkside Drive, Suite 300
Knoxville, Tennessee 37922

By: _____
Printed Name/Title: _____

STATE OF _____
COUNTY OF _____

The foregoing Certificate of Filing was acknowledged before me this _____ day of _____, 20____, by _____, _____ of Phillips and Jordan, Incorporated, a North Carolina corporation, the Principal named in the attached Payment and Performance Bond No. _____.

Notary, please check one:

- ☐ Personally known to me
☐ Produced identification

Notary Public, State of _____
Printed Name, Commission & Term Expiration Date:

RETURN RECORDED DOCUMENT TO:

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

Debris Removal, Reduction and Disposal

Name of Project

City Project No. _____

Bond No. _____

Space Reserved for Recording Data

**COMBINATION PAYMENT AND PERFORMANCE BOND
FOR**

PUBLIC CONSTRUCTION

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

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

THE CONDITION OF THIS BOND is that if Principal:

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

Notice of Nonpayment and Time Limitations

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

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

IN WITNESS WHEREOF, this performance and payment bond is executed in duplicate originals, each of which shall be deemed an original, this _____, day of _____, 20__.

Attest:

PHILLIPS AND JORDAN, INCORPORATED
(Principal)

(As to Corporate Principal) Secretary

By: _____
Name/Title: _____

(Witness to Principal)

(Corporate Seal)

(Surety)

(Witness to Surety)

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

(Corporate Seal)

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

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

EXTENSION AGREEMENT NO. 2

THIS EXTENSION OF AGREEMENT NO. 2 ("Agreement") 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 **PHILLIPS AND JORDAN, INCORPORATED**, a North Carolina corporation registered to transact business in the state of Florida, and whose principal address is 10201 Parkside Drive, Suite 300, Knoxville, Tennessee 37922 (the "Contractor"). (The City and the Contractor are hereinafter collectively referred to as the "Parties.")

WHEREAS, on the 6th day of October, 2011, Contractor entered into an Agreement for Debris Removal Reduction and Disposal with Volusia County, Florida, pursuant to Request for Proposal No. 11-P-75-JD (the "Volusia County Agreement"); and

WHEREAS, the Parties entered into a Piggyback Agreement ("Contract") on the 29th day of July, 2014, pursuant to the Volusia County Agreement; and

WHEREAS, the Contract provided for an initial term commencing on July 29, 2014 and continuing until October 5, 2014, followed by two (2) one-year renewal terms, subject to renewal of the Volusia County Agreement and the discretion of the City, if the City determined that a renewal was in the best interest of the City; and

WHEREAS, the Volusia County Agreement was renewed for a term effective November 12, 2014 to November 12, 2015; and

WHEREAS, on the 6th day of October, 2014, the Parties entered into the first automatic renewal of the Piggyback Agreement without written notification; and

WHEREAS, the Volusia County Agreement was renewed for a term effective November 12, 2015 to November 12, 2016; and

WHEREAS, the Parties desire to utilize the second optional renewal and extend the Contract for a period commencing on October 6, 2015 and continuing until October 5, 2016, notwithstanding the date of execution; and

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

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

1. **Term.** The term of the Contract is hereby extended. Notwithstanding the date of execution, this Agreement shall be effective commencing October 6, 2015 and continuing until October 5, 2016, unless the City provides the Contractor a written notice of termination sixty (60) days in advance of the termination date.

2. **Counterparts.** 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.

3. All other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have signed, sealed, and delivered this Agreement on the day and year stated hereinafter.

Witnesses:

PHILLIPS AND JORDAN, INCORPORATED

Printed Name: _____

By: _____
Ronnie Jordan, Vice President

Printed Name: _____

Date: _____

STATE OF TENNESSEE
COUNTY OF KNOX

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Ronnie Jordan, as Vice President of Phillips and Jordan, Incorporated, a North Carolina corporation registered to transact business in the state of Florida, and who:

[Notary: Please select one]

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

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

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Allen Green, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Allen Green, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the City, and who is personally known to me.

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

Witnesses:

ATTEST:

Printed Name: _____

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

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the City, and who is personally known to me.

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



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 12/01/2015

Consent item: Yes

SUBJECT: Award Bid #B16-03 to Meeks Plumbing, Inc. for Digester Cleaning

DEPARTMENT: Public Utilities

GOAL: 1 - Infrastructure Preservation

OBJECTIVE: 4 - Enhance the infrastructure maintenance programs in order to extend the full life of capital investments

RECOMMENDED MOTION: Move to approve a Standard Contract for Services with Meeks Plumbing, Inc. for the Cleaning of Digesters Number Two and One to be performed at the Reclaimed Water Treatment Plant per the terms and conditions under Bid B16-03 in an amount not to exceed \$102,000; and to authorize the Mayor and City Clerk to execute all required contract documents.

SUMMARY: Two digesters at the Reclaimed Water Treatment Plant need cleaning to continue proper operation of the plant. These digesters reduce the amount of solids transported for disposal.

This bid was advertised and publically opened on September 22nd. Seven companies submitted bids for the cleaning of the digesters. Of the seven bidders, Meeks Plumbing, Inc. was determined to be the lowest most responsible bidder in the amount of \$102,000; the bid tab is attached.

Staff recommends approval to award Bid #16-03 to Meeks Plumbing, Inc.

Project No.: SSP010 Funding Account No.: 40104005356397

ATTACHMENTS:

1.	Meeks Plumbing Bid B16-03	16-03 Submission Meeks Plumbing.pdf
2.	Bid Tab for B16-13 Digester Cleaning	16-03 Bid Tabulation.pdf
3.	Standard Contract for Services	Vendor Signed Meeks Plumbing, Inc. Standard Contract for Services.pdf

Wiggins, Julia
Wilson, Rick

Created/Initiated - 10/23/2015
Approved - 10/23/2015

Neff, Andrew	Approved - 10/23/2015
Riehm, Tracey	Approved - 10/28/2015
Roberts, Margaret	Approved - 11/04/2015
Johansson, M. Jake	Final Approval - 11/04/2015

SECTION 00030



City of Port Orange

Purchasing Division
1000 City Center Circle
Port Orange, Florida 32129
Telephone (386) 506-5704
Fax (386) 506-5711

BID #16-03**BIDDER ACKNOWLEDGEMENT FORM**

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

BID TITLE: Digester Cleaning: Bid #16-03

BID RELEASE DATE: September 11, 2015

NON-MANDATORY PRE-BID MEETING DATE & TIME: September 22, 2015 at 10:00 a.m. 2nd Floor Conference Room

BID DEADLINE FOR QUESTIONS: September 20, 2015 at 5:00 p.m.

BID DUE DATE & TIME: October 15, 2015 at 2:30 p.m.

Proposals Received After the Due Date And Time Will Not Be Accepted.

If returning as a "No Bid," please state reason (s): _____

BIDDER'S NAME: Meeks Plumbing, Inc.

BIDDER'S MAILING ADDRESS: 5555 US HWY 1

CITY-STATE-ZIP: Vero Beach, FL 32967

PHONE NUMBER: 772-569-2285 FEIN: 650021660

EMAIL: Kmeeks@meeksplumbing.com

ACKNOWLEDGMENT OF ADDENDA: (You must circle the correct # of addenda issued) 0 1 2 3 4 5

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid 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 bid and certify that I am authorized to sign this bid for the bidder. In submitting a bid to the City of Port Orange, the bidder offers and agrees that if the bid is accepted, the bidder 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 bidder.

X Kyle Meeks
AUTHORIZED SIGNATURE (MANUAL)

Kyle Meeks
NAME (TYPED)

Vice President
TITLE

10/14/15
DATED



CERTIFICATE OF LIABILITY INSURANCE

MEEKPLU-01

ASMITH3

DATE (MM/DD/YYYY)

10/14/2015

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

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

PRODUCER License # L087297
Hub International Southeast
3760 N. Wickham Road
Suite 2
Melbourne, FL 32935

CONTACT
NAME:
PHONE
(A/C, No, Ext): (321) 255-2220
E-MAIL
ADDRESS:

FAX
(A/C, No):

INSURED

Meeks Plumbing, Inc.
5555 US Hwy 1, Suite 1
Vero Beach, FL 32967

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Cincinnati Indemnity Company

23280

INSURER B : Bridgefield Employers Insurance Company

10701

INSURER C : Colony Insurance Company

39993

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Emp Ben. 1000000/300 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	X	CAP5234159	01/01/2015	01/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS		CAA5234159	01/01/2015	01/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0		CAP5234159	01/01/2015	01/01/2018	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
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	083054188	01/01/2015	01/01/2016	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Pollution		CPL302960	01/01/2015	01/01/2016	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is listed as additional insured with regards to the General Liability policy.

CERTIFICATE HOLDER

City of Port Orange
Attn: Purchasing Division
1000 City Center Circle
Port Orange, FL 32129

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS' COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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B. Limits of Insurance:

The Commercial General Liability Limits of Insurance apply to the insurance provided by this endorsement, except as provided below:

1. Employee Benefit Liability Coverage

Each Employee Limit: \$ 1,000,000
Aggregate Limit: \$ 3,000,000
Deductible: \$ 1,000

3. Damage to Premises Rented to You

The lesser of:

- a. The Each Occurrence Limit shown in the Declarations; or
- b. \$500,000 unless otherwise stated \$ _____

4. Supplementary Payments

- a. Bail bonds: \$ 1,000
- b. Loss of earnings: \$ 350

5. Medical Payments

Medical Expense Limit: \$ 10,000

6. Voluntary Property Damage (Coverage a.) and Care, Custody or Control Liability Coverage (Coverage b.)

Limits of Insurance (Each Occurrence)

Coverage **a.** \$1,000

Coverage **b.** \$5,000 unless otherwise stated \$ _____

Deductibles (Each Occurrence)

Coverage **a.** \$250

Coverage **b.** \$250 unless otherwise stated \$ _____

COVERAGE	PREMIUM BASIS (a) Area (b) Payroll (c) Gross Sales (d) Units (e) Other	RATE (For Limits in Excess of \$5,000)	ADVANCE PREMIUM (For Limits in Excess of \$5,000)
b. Care, Custody or Control			\$
TOTAL ANNUAL PREMIUM			\$

11. Property Damage to Borrowed Equipment

Each Occurrence Limit: \$ 10,000

Deductible: \$ 250

C. Coverages:

1. Employee Benefit Liability Coverage

- a. The following is added to **SECTION I - COVERAGES: Employee Benefit Liability Coverage.**

(1) Insuring Agreement

- (a) We will pay those sums that the insured becomes legally obligated to pay as damages caused by any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any claim or "suit" that may result. But:

- 1) The amount we will pay for damages is limited as described in **SECTION III - LIMITS OF INSURANCE**; and
- 2) Our right and duty to defend ends when we

have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- (b) This insurance applies to damages only if the act, error or omission, is negligently committed in the "administration" of your "employee benefit program"; and

- 1) Occurs during the policy period; or
- 2) Occurred prior to the effective date of this endorsement provided:

- a) You did not have knowledge of a claim or "suit" on or before the effective date of this endorsement.

You will be deemed to have knowledge of a claim or "suit" when any "authorized representative";

i) Reports all, or any part, of the act, error or omission to us or any other insurer;

ii) Receives a written or verbal demand or claim for damages because of the act, error or omission; and

b) There is no other applicable insurance.

(2) Exclusions

This insurance does not apply to:

(a) Bodily Injury, Property Damage or Personal and Advertising Injury

"Bodily injury", "property damage" or "personal and advertising injury".

(b) Dishonest, Fraudulent, Criminal or Malicious Act

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

(c) Failure to Perform a Contract

Damages arising out of failure of performance of contract by any insurer.

(d) Insufficiency of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

(e) Inadequacy of Performance of Investment / Advice Given With Respect to Participation

Any claim based upon:

- 1) Failure of any investment to perform;
- 2) Errors in providing information on past per-

formance of investment vehicles; or

- 3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

(f) Workers' Compensation and Similar Laws

Any claim arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

(g) ERISA

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

(h) Available Benefits

Any claim for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

(i) Taxes, Fines or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

(j) Employment-Related Practices

Any liability arising out of any:

- (1) Refusal to employ;
- (2) Termination of employment;
- (3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employ-

ment-related practices, acts or omissions; or

- (4) Consequential liability as a result of (1), (2) or (3) above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

(3) Supplementary Payments

SECTION I - COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B also apply to this Coverage.

b. Who is an Insured

As respects Employee Benefit Liability Coverage, **SECTION II - WHO IS AN INSURED** is deleted in its entirety and replaced by the following:

- (1) If you are designated in the Declarations as:
- (a) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - (b) A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds but only with respect to the conduct of your business.
 - (c) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - (d) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

- (e) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

- (2) Each of the following is also an insured:

- (a) Each of your "employees" who is or was authorized to administer your "employee benefit program".
- (b) Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed.
- (c) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

- (3) Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However, coverage under this provision:

- (a) Is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
- (b) Does not apply to any act, error or omission that was committed before you acquired or formed the organization.

c. Limits of Insurance

As respects Employee Benefit Liability Coverage, **SECTION III - LIMITS OF INSURANCE** is deleted in its entirety and replaced by the following:

- (1) The Limits of Insurance shown in Section **B. Limits of Insurance, 1. Employee Benefit Liability Coverage** and the rules below fix the most we will pay regardless of the number of:
- (a) Insureds;

- (b) Claims made or "suits" brought;
 - (c) Persons or organizations making claims or bringing "suits";
 - (d) Acts, errors or omissions; or
 - (e) Benefits included in your "employee benefit program".
- (2) The Aggregate Limit shown in Section **B. Limits of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".
- (3) Subject to the limit described in (2) above, the Each Employee Limit shown in Section **B. Limits of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:

- (a) An act, error or omission; or
- (b) A series of related acts, errors or omissions, regardless of the amount of time that lapses between such acts, errors or omissions,

negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program".

(4) Deductible Amount

- (a) Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the deductible amount stated in the Declarations as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.

- (b) The deductible amount stated in the Declarations applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.
- (c) The terms of this insurance, including those with respect to:
 - 1) Our right and duty to defend the insured against any "suits" seeking those damages; and
 - 2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or claim,

apply irrespective of the application of the deductible amount.

- (d) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

d. Additional Conditions

As respects **Employee Benefit Liability Coverage, SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

- (1) Item **2. Duties in the Event of Occurrence, Offense, Claim or Suit** is deleted in its entirety and replaced by the following:

2. Duties in the Event of an Act, Error or Omission, or Claim or Suit

- a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a claim. To the extent possible, notice should include:
 - (1) What the act, error or omission was and when it occurred; and
 - (2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

- b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

- (2) Item **5. Other Insurance** is deleted in its entirety and replaced by the following:

5. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **c.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **b.** below.

b. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

c. No Coverage

This insurance shall not cover any loss for which the insured is entitled to recovery under any other insurance in force previous to the effective date of this Coverage Part.

e. Additional Definitions

As respects **Employee Benefit Liability Coverage, SECTION V - DEFINITIONS** is amended as follows:

- (1) The following definitions are added:

1. "Administration" means:

- a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";
- b. Interpreting the "employee benefit programs";
- c. Handling records in connection with the "employee benefit programs"; or
- d. Effecting, continuing or terminating any "employee's" participation

in any benefit included in the "employee benefit program".

However, "administration" does not include:

- a. Handling payroll deductions; or
 - b. The failure to effect or maintain any insurance or adequate limits of coverage of insurance, including but not limited to unemployment insurance, social security benefits, workers' compensation and disability benefits.
2. "Cafeteria plans" means plan authorized by applicable law to allow "employees" to elect to pay for certain benefits with pre-tax dollars.
3. "Employee benefit programs" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:
- a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
 - b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;
 - c. Unemployment insurance, social security

benefits, workers' compensation and disability benefits; and

- d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.

(2) The following definitions are deleted in their entirety and replaced by the following:

21. "Suit" means a civil proceeding in which money damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or
- c. An appeal of a civil proceeding.

8. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

2. Unintentional Failure to Disclose Hazards

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 7. Representations is hereby amended by the addition of the following:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not reject coverage under this Coverage Part based solely on such failure.

3. Damage to Premises Rented to You

- a. The last Subparagraph of Paragraph 2. **SECTION I - COVERAGES, COVERAGE A. - BODILY INJURY AND PROPERTY DAMAGE, 2. LIABILITY Exclusions** is hereby deleted and replaced by the following:

Exclusions **c.** through **q.** do not apply to damage by fire, explosion, lightning, smoke or soot to premises while rented to you or temporarily occupied by you with permission of the owner.

- b. The insurance provided under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

- (1) As respects Water Damage Legal Liability, as provided in Paragraph 3.b. above:

The exclusions under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**, other than **i. War** and the **Nuclear Energy Liability Exclusion**, are deleted and the following are added:

This insurance does not apply to:

- (a) "Property damage":

- 1) Assumed in any contract; or
- 2) Loss caused by or resulting from any of the following:
 - a) Wear and tear;
 - b) Rust, corrosion, fungus, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;
 - c) Smog;
 - d) Mechanical breakdown including rupture or bursting caused by centrifugal force;
 - e) Settling, cracking, shrinking or expansion; or

- f) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals.

- (b) Loss caused directly or indirectly by any of the following:

- 1) Earthquake, volcanic eruption, landslide or any other earth movement;
- 2) Water that backs up or overflows from a sewer, drain or sump;
- 3) Water under the ground surface pressing on, or flowing or seeping through:
 - a) Foundations, walls, floors or paved surfaces;
 - b) Basements, whether paved or not; or
 - c) Doors, windows or other openings.

- (c) Loss caused by or resulting from water that leaks or flows from plumbing, heating, air conditioning, or fire protection systems caused by or resulting from freezing, unless:

- 1) You did your best to maintain heat in the building or structure; or
- 2) You drained the equipment and shut off the water supply if the heat was not maintained.

- (d) Loss to or damage to:

- 1) Plumbing, heating, air conditioning, fire protection systems, or other equipment or appliances; or
- 2) The interior of any building or structure, or to personal property in the building or structure caused by or resulting from rain, snow, sleet or ice, whether driven by wind or not.

c. Limit of Insurance

The Damage to Premises Rented to You Limit as shown in the Declarations is amended as follows:

(2) Paragraph 6. of **SECTION III - LIMITS OF INSURANCE** is hereby deleted and replaced by the following:

6. Subject to 5. above, the Damage to Premises Rented to You Limit is the most we will pay under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, for damages because of "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of any one "occurrence" to which this insurance applies.

(3) The amount we will pay is limited as described in Section B. **Limits of Insurance, 3. Damage to Premises Rented to You** of this endorsement.

4. Supplementary Payments

Under **SECTION I - COVERAGE, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B**:

a. Paragraph 2. is replaced by the following:

Up to the limit shown in Section B. **Limits of Insurance, 4.a.** Bail Bonds of this endorsement for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

b. Paragraph 4. is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to the limit shown in Section B. **Limits of Insurance, 4.b.** Loss of Earnings of this endorsement per day because of time off from work.

5. Medical Payments

The Medical Expense Limit of Any One Person as stated in the Declarations is amended to the limit shown in Section B.

Limits of Insurance, 5. Medical Payments of this endorsement.

6. Voluntary Property Damage and Care, Custody or Control Liability Coverage

a. Voluntary Property Damage Coverage

We will pay for "property damage" to property of others arising out of operations incidental to the insured's business when:

- (1) Damage is caused by the insured; or
- (2) Damage occurs while in the insured's possession.

With your consent, we will make these payments regardless of fault.

b. Care, Custody or Control Liability Coverage

SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, j. Damage to Property, Subparagraphs (3), (4) and (5) do not apply to "property damage" to the property of others described therein.

With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

a. The Limits of Insurance shown in the Declarations are replaced by the limits designated in Section B. **Limits of Insurance, 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage** of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in Section B. **Limits of Insurance, 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage** of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

- (1) Insureds;
- (2) Claims made or "suits" brought; or
- (3) Persons or organizations making claims or bringing "suits".

b. Deductible Clause

- (1) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in ex-

cess of the deductible amount stated in Section **B. Limits of Insurance, 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage** of this endorsement. The limits of insurance will not be reduced by the application of such deductible amount.

- (2) Condition **2. Duties in the Event of Occurrence, Offense, Claim or Suit**, applies to each claim or "suit" irrespective of the amount.
- (3) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

7. 180 Day Coverage for Newly Formed or Acquired Organizations

SECTION II - WHO IS AN INSURED is amended as follows:

Subparagraph **a.** of Paragraph **4.** is hereby deleted and replaced by the following:

- a.** Insurance under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

8. Waiver of Subrogation

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 9. Transfer of Rights of Recovery Against Others to Us is hereby amended by the addition of the following:

We waive any right of recovery we may have because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract requiring such waiver with that person or organization and included in the "products-completed operations hazard". However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

9. Automatic Additional Insured - Specified Relationships

- a.** The following is hereby added to **SECTION II - WHO IS AN INSURED**:

- (1) Any person or organization described in Paragraph **9.a.(2)** below (hereinafter referred to as additional insured) whom you are required to add as an additional insured under this Coverage Part by reason of:

- (a) A written contract or agreement; or
- (b) An oral agreement or contract where a certificate of insurance showing that person or organization as an additional insured has been issued,

is an insured, provided:

- (a) The written or oral contract or agreement is:
 - 1) Currently in effect or becomes effective during the policy period; and
 - 2) Executed prior to an "occurrence" or offense to which this insurance would apply; and
- (b) They are not specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part.

- (2) Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:

- (a) The manager or lessor of a premises leased to you with whom you have agreed per Paragraph **9.a.(1)** above to provide insurance, but only with respect to liability arising out of the ownership, maintenance or use of that part of a premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- 1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- 2) Structural alterations, new construction or demolition operations performed by or on be-

half of such additional insured.

(b) Any person or organization from which you lease equipment with whom you have agreed per Paragraph 9.a.(1) above to provide insurance. Such person(s) or organization(s) are insureds solely with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person(s) or organizations(s). However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

(c) Any person or organization (referred to below as vendor) with whom you have agreed per Paragraph 9.a.(1) above to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

- 1) The insurance afforded the vendor does not apply to:
 - a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b) Any express warranty unauthorized by you;
 - c) Any physical or chemical change in the product made intentionally by the vendor;
 - d) Repackaging, unless unpacked

solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

g) Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.

2) This insurance does not apply to any insured person or organization:

a) From whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products; or

b) When liability included within the "products-completed operations hazard" has

been excluded under this Coverage Part with respect to such products.

- (d) Any state or political subdivision with which you have agreed per Paragraph **9.a.(1)** above to provide insurance, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent or control and to which this insurance applies:

- 1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - 2) The construction, erection, or removal of elevators; or
 - 3) The ownership, maintenance, or use of any elevators covered by this insurance.
- (e) Any state or political subdivision with which you have agreed per Paragraph **9.a.(1)** above to provide insurance, subject to the following provisions:
- 1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
 - 2) This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or political subdivision.

- (f) Any person or organization with which you have agreed per Paragraph **9.a.(1)** above to provide insurance, but only with respect to liability arising out of "your work" performed for that additional insured by you or on your behalf. A person or organization's status as an insured under this provision of this endorsement continues for only the period of time required by the written contract or agreement, but in no event beyond the expiration date of this Coverage Part. If there is no written contract or agreement, or if no period of time is required by the written contract or agreement, a person or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

- (3) Any insurance provided to an additional insured designated under Paragraph **9.a.(2)**:

- (a) Subparagraphs (e) and (f) does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard";
- (b) Subparagraphs (a), (b), (d), (e) and (f) does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence or willful misconduct of the additional insured or their agents, "employees" or any other representative of the additional insured; or
- (c) Subparagraph (f) does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:
 - 1) Defects in design furnished by or on behalf of the additional insured; or
 - 2) The rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

- a) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - b) Supervisory, inspection, architectural or engineering activities.
 - 3) "Your work" for which a consolidated (wrap-up) insurance program has been provided by the primecontractor-project manager or owner of the construction project in which you are involved.
- b. Only with regard to insurance provided to an additional insured designated under Paragraph **9.a.(2)** Subparagraph (f) above, **SECTION III - LIMITS OF INSURANCE** is amended to include:

The limits applicable to the additional insured are those specified in the written contract or agreement or in the Declarations of this Coverage Part, whichever are less. If no limits are specified in the written contract or agreement, or if there is no written contract or agreement, the limits applicable to the additional insured are those specified in the Declarations of this Coverage Part. The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

- c. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is hereby amended as follows:

- (1) Condition **5. Other Insurance** is amended to include:

- (a) Where required by a written contract or agreement, this insurance is primary and / or noncontributory as respects any other insurance policy issued to the additional insured, and such other insurance policy shall be excess and / or noncontributing, whichever applies, with this insurance.
- (b) Any insurance provided by this endorsement shall be

primary to other insurance available to the additional insured except:

- 1) As otherwise provided in **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 5. Other Insurance, b. Excess Insurance**; or
- 2) For any other valid and collectible insurance available to the additional insured as an additional insured by attachment of an endorsement to another insurance policy that is written on an excess basis. In such case, the coverage provided under this endorsement shall also be excess.

- (2) Condition **11. Conformance to Specific Written Contract or Agreement** is hereby added:

11. Conformance to Specific Written Contract or Agreement

With respect to additional insureds described in Paragraph **9.a.(2)(f)** above only:

If a written contract or agreement between you and the additional insured specifies that coverage for the additional insured:

- a. Be provided by the Insurance Services Office additional insured form number **CG 20 10** or **CG 20 37** (where edition specified); or
- b. Include coverage for completed operations; or
- c. Include coverage for "your work";

and where the limits or coverage provided to the additional insured is more restrictive than was specifically required in that written contract or agreement, the terms of Paragraphs **9.a.(3)(a)**, **9.a.(3)(b)** or **9.b.** above, or any combination thereof, shall be interpreted as providing the limits or coverage required by the terms of the written contract

or agreement, but only to the extent that such limits or coverage is included within the terms of the Coverage Part to which this endorsement is attached. If, however, the written contract or agreement specifies the Insurance Services Office additional insured form number **CG 20 10** but does not specify which edition, or specifies an edition that does not exist, Paragraphs **9.a.(3)(a)** and **9.a.(3)(b)** of this endorsement shall not apply and Paragraph **9.b.** of this endorsement shall apply.

10. Broadened Contractual Liability - Work Within 50' of Railroad Property

It is hereby agreed that Paragraph **f.(1)** of Definition **12. "Insured contract"** (**SECTION V - DEFINITIONS**) is deleted.

11. Property Damage to Borrowed Equipment

- a. The following is hereby added to Exclusion **j. Damage to Property** of Paragraph **2., Exclusions** of **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Paragraphs **(3)** and **(4)** of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

- b. With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

- (1) The Limits of insurance shown in the Declarations are replaced by the limits designated in Section **B. Limits of Insurance, 11.** of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in Section **B. Limits of Insurance, 11.** of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

- (a) Insureds;
(b) Claims made or "suits" brought; or

- (c) Persons or organizations making claims or bring "suits".

(2) Deductible Clause

- (a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible amount stated in Section **B. Limits of Insurance, 11.** of this endorsement. The limits of insurance will not be reduced by the application of such Deductible amount.
- (b) Condition **2. Duties in the Event of Occurrence, Offense, Claim or Suit**, applies to each claim or "suit" irrespective of the amount.
- (c) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

12. Employees as Insureds - Specified Health Care Services

It is hereby agreed that Paragraph **2.a.(1)(d)** of **SECTION II - WHO IS AN INSURED**, does not apply to your "employees" who provide professional health care services on your behalf as duly licensed:

- a. Nurses;
b. Emergency Medical Technicians; or
c. Paramedics,

in the jurisdiction where an "occurrence" or offense to which this insurance applies takes place.

13. Broadened Notice of Occurrence

Paragraph **a.** of Condition **2. Duties in the Event of Occurrence, Offense, Claim or Suit** (**SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**) is hereby deleted and replaced by the following:

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
- (1) How, when and where the "occurrence" or offense took place;

- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

This requirement applies only when the "occurrence" or offense is known to an "authorized representative".

SECTION 00130

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The bidder may submit any additional information he desires.

- A. Name of bidder. Meeks Plumbing, Inc
- B. Permanent main office address. 5555 US HWY 1 Vero Beach, FL 32967
- C. Date organized. February 1988
- D. If a corporation, where incorporated. Florida
- E. How many years have you been engaged in the contracting business under your present firm or trade name? 28 years
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.) Multiple service, new construction, underground projects. constantly being started and completed.
- G. General character of work performed by your company. Service Plumbing, Septic Hauling, New Construction Plumbing, Vac truck services, underground utilities.
- H.⁽¹⁾ Have you ever failed to complete any work awarded to you? If so, where and why?
NO
- H.⁽²⁾ Provide list of any lawsuits or judgments filed by or against your company in the last three years, indicating the nature and outcome. NONE
- I. Have you ever defaulted on a contract? If so, where and why? NO
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed. City of Vero Beach - Spent Lime Removal, Start Date : September 7th, 2015
- K. List your major equipment currently owned or leased. 25 Dodge Sprinter Vans, 5 Pump Trucks, 3 Vac Trucks and 6 Trachoes End Date : September 11th, 2015
Cost : \$252,000
- L. Experience in work similar to this type of project. 30 Years in the plumbing trade, 10 years in the septic and WWTP trade
- M. Background and experience of the principal members of your organization, including the officers. President - Ronnie Meeks, Vice President - Kyle Meeks, over 30 years in the industry.
- N. Credit currently available: \$ Upon Request
- O. Give bank reference: PNC Bank 958 20th Place Vero Beach, FL 32960 772-569-9200

- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? yes
- Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated this 14th day of October, 2015.

Kyle Meeks
Name of Bidder

By: Vice President
Title

State of Florida

County of Indian River

Kyle Meeks being duly sworn deposes and says that he is the Vice President of Meeks Plumbing and that the answers to the City of Port Orange.
Name of Organization

Foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this 14th day of October, 2015.

Natalie H Stewart
Notary Public

My commission expires:



SECTION 00140

LISTING OF PREVIOUS EXPERIENCE

Client List

The bidder proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. A minimum of three (3) projects must be listed below. The Owner reserves the right to check references and confirm information provided herein. **Bidder must have at least five (5) years of business experience.**

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

	Contact Name	Phone	Current Client? Y or N	Number of years service provided	Description of service
1	Indian River County Utilities Rich Meckes	772- 226- 3423	Y		clean 3 Digesters with vac-truck, completed various other vac-truck jobs
2	Severn trent S. Hutch Island Vince	772- 263- 1860	Y		Multiple Job locations, underground utility projects, vac and pump truck services.
3	Ocean Harbor South Lou Gilliam	772- 359 2906	Y		Recently completed project similar scope-over 500'

SECTION 00150

LISTING OF SUBCONTRACTORS

The bidder proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. All subcontractors whose work product accounts for 5% or more of the total contract value shall be listed. Upon approval of subcontractors listed, the successful bidder shall not substitute subcontractors without approval from the Engineer. Bidder shall attach additional sheets as necessary.

SUBCONTRACTOR	COMPANY NAME	REFERENCES
None		1)
		2)
		3)
		1)
		2)
		3)
		1)
		2)
		3)
		1)
		2)
		3)
		1)
		2)
		3)

SECTION 00170

PUBLIC ENTITY CRIME STATEMENT

STATE OF FLORIDA §
COUNTY OF VOLUSIA §

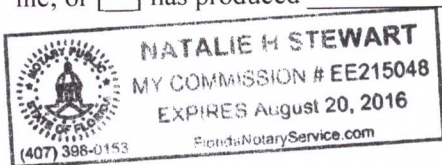
Before me, the undersigned authority, personally appeared affiant Kyle Meeks, who being first duly sworn, deposes and says:

1. That the undersigned firm is furnishing this Public Entity Crime Statement pursuant to Section 287.133 of the Florida Statutes for the undersigned firm to receive a contract with the City of Port Orange, a public entity, for goods or services.
2. The firm acknowledges that "a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."
3. The firm warrants that none of its employees or affiliates are on the convicted vendor list kept and published by the State Department of Management Services.

FURTHER AFFIANT SAYETH NAUGHT

Name of Firm: Meeks Plumbing
By: Kyle Meeks / vice President
Name and Title
Date: 10/14/15

The foregoing instrument was acknowledged before me this 14th day of October, 2015 by Kyle Meeks as vice President of Meeks Plumbing and who: ☒ is personally known to me; or ☐ has produced _____ as identification.



Natalie H. Stewart
Notary Public, State of
Printed Name, Commission Seal and Term Expiration Date

SECTION 00180

ANTI-COLLUSION STATEMENT

By signing this form, the bidder agrees that this 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 bids will be considered incomplete, and will be disqualified, and rejected.

IT IS AGREED BY THE UNDERSIGNED BIDDER THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE BIDDER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FORGOING SPECIFICATIONS, PROPOSED CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN EACH OF THE GOVERNMENTAL PARTIES.

NAME OF FIRM: Meeks Plumbing

SIGNED BY: Ze Meeks

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

TITLE: Vice President

ADDRESS: 5555 US HWY 1

CITY AND STATE: Vero Beach, FL

TELEPHONE: 772-569-2285

COMPLETION TIME: 14 Days After Mtg. of Com. Per Section

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

NO BID (REASON) _____

SECTION 00190

DRUG FREE PREFERENCE STATEMENT

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

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

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

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

Name of Firm: Meeks Plumbing

By: Kyle Meeks / Vice President
Name and Title

Date: 10/14/15

The foregoing instrument was acknowledged before me this 14th day of October, 2015 by Kyle Meeks, as Vice President of Meeks Plumbing and who: ☐ is personally known to me; or ☐ has produced _____ as identification.



Notary Public, State of
Printed Name, Commission Seal and Term Expiration Date

SECTION 00100

TECHNICAL REQUIREMENTS

DIGESTER CLEANING REQUIREMENTS

SCOPE OF SERVICES

The awarded Contractor will be removing accumulated sand, solid/grit and rags from The City of Port Orange Reclaimed Water Treatment Facility Digester located at 817 Oak St., Port Orange, FL. 32127. This bid shall include the cleaning and removal of sand, solids/grit and rags in Digester Number Two (2) Digester and Digester Number One (1). The cleaning of Digester #2 is expected to begin no later than one month after Bid Award.

The contract term will last two hundred and forty (240) days. Work shall commence on digester number two (2) upon receipt of a Notice to Proceed and shall be completed within fourteen (14) days. After City Maintenance personal have completed repairs on the aeration system of Digester Number Two (2) a separate Notice to Proceed will be authorized for Digester Number One (1) and work shall commence upon receipt and shall be completed within fourteen (14) days.

CONTRACTOR QUALIFICATION AND MINIMUM REQUIREMENTS FOR SUBMITTING A BID

Bidder must have at least five (5) years of business experience performing the services outlined in this Invitation to Bid and submit references with their Proposal Bid Form to verify such.

Bidder must, at time of submitting their Bid, be legally qualified and licensed to perform all the Services in the State of Florida and must submit a copy of their licenses and certifications with their Proposal Bid Form to verify such in accordance with FAC 62-640 Biosolids.

Bidder must be able to perform all Services covered under this solicitation. Bidder shall be responsible for all services done by any sub-contractors.

Bidder's unit cost submitted on the Proposal Bid Form must include all costs (such as labor, equipment, materials, tools, supplies, mobilization/demobilization, disposal, bonds, insurance, etc.).

TECHNICAL SPECIFICATIONS/SCOPE OF WORK

Contractor shall utilize a cleaning method that removes 100% of the sand, solids/grit and rags settled on the bottom and pressure washing of digester walls of the reclaimed facilities digesters.

Contractor shall remove all rags on the aeration system.

Contractor may use reclaimed water at no cost for the cleaning/removal process.

Extracted material shall be processed by separating the sand, solids/grit and rags from the water and biomass.

The water and biomass shall be returned to the adjacent tank: as coordinated with the City's project manager.

Extracted sand, grit and rags shall be loaded directly into liquid-tight roll-off type dumpsters or truck trailers.

The Contractor shall provide the roll off type dumpsters or truck trailers.

The Contractor shall be responsible for the transportation and disposal of the extracted sand, solid/grit and rags in compliance with the Reclaimed Water Treatment Facilities Permit that states:

"Screenings and grit removal from the wastewater facilities shall be collected in suitable containers and hauled to a Department approved Class I landfill or to a landfill approved by the Department for receipt/disposal of screenings and grit [62-701.300(1) (a)]."

The volume (tons) of sand, solids/grit and rags removed, transported and disposed shall be verified by landfill scale tickets.

All work shall be performed in a timely and professional manner with great caution and within OSHA guidelines. This includes adherence to confined space regulations if Contractor needs to enter the digester. Contractor shall provide the City with a copy of its safety plan prior to commencing work.

The Contractor shall be responsible for any fine bubbler piping or diffuser heads broken while performing cleaning. Replacement material shall be original manufactures parts.

The Contractor shall replace digester access hatch with new gasket to insure water tight integrity if used by the Contractor.

The Contractor shall insure that all outer walls are clean after completion of digester cleaning.

The Contractor assumes responsibility for permits and analysis if required by regulatory authorities.

The Contractor shall supply a Porta Potty for their employees and subcontractors use.

TANK SPECIFICATIONS

DIGESTER NUMBER TWO

The digester is constructed of concrete.

The digester floor has an aeration system or other interferences.

The dimensions for the digester are approximately 95' diameter by 18' tall.

The digester has a flat floored surface with a 50' diameter raised concrete platform in the center. The digester is estimated to contain approximately 18" of sand solids/grit and rags.

There are no drains in digester # 2 but there is an access hatch for entry into the digester.

DIGESTER NUMBER ONE

The digester is constructed of concrete.

The digester floor has an aeration system or other interferences.

The dimensions for the digester are approximately 95' diameter by 18' tall.

The digester has a flat floored surface.

The digester is estimated to contain approximately 18" of sand solids/grit and rags.

There are no drains in digester # 1 but there is an access hatch for entry into the digester.

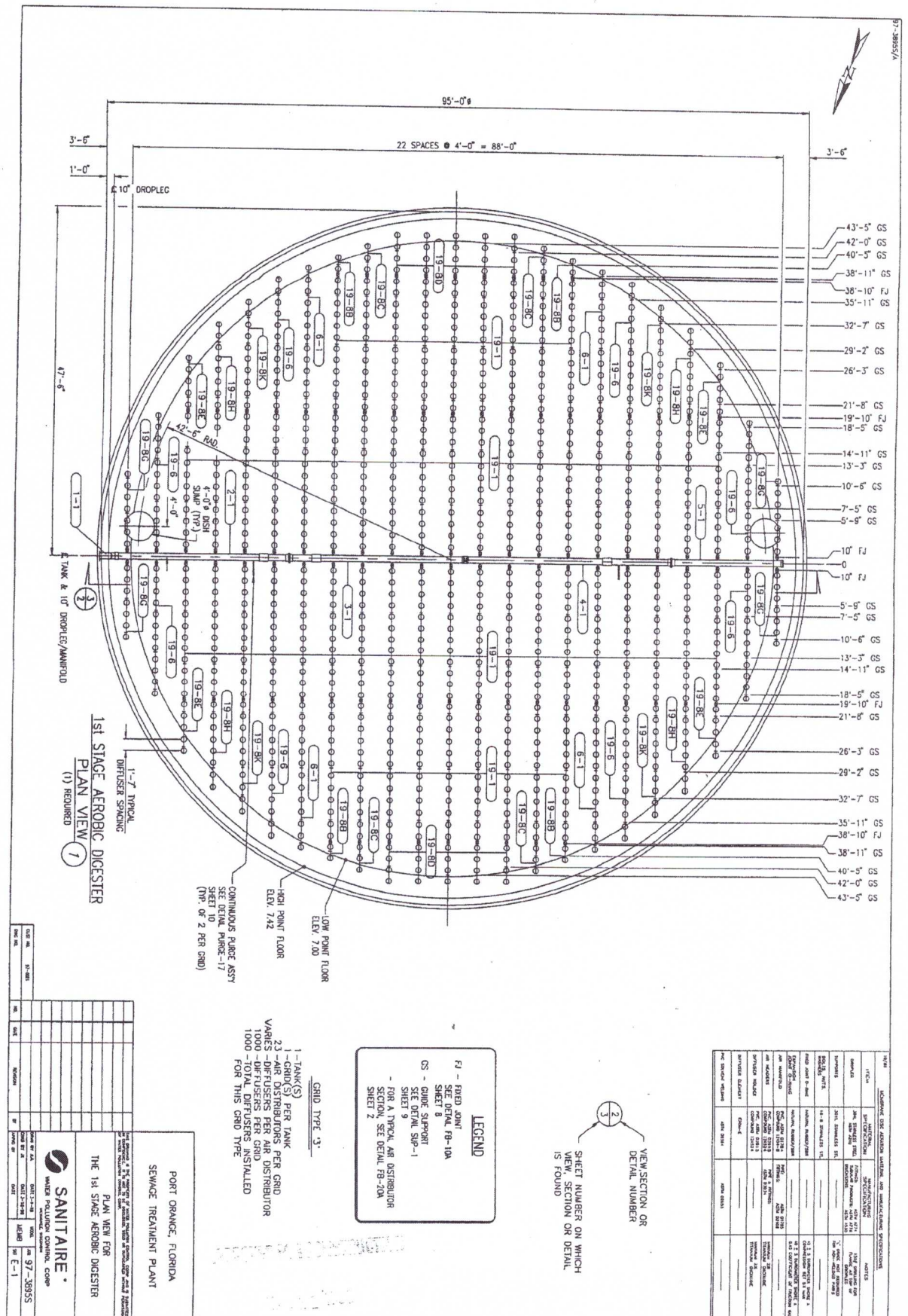
TANK OPERATION AND CLEANING SCHEDULE

The Contractor shall coordinate work to be performed with the City's Project Manager.

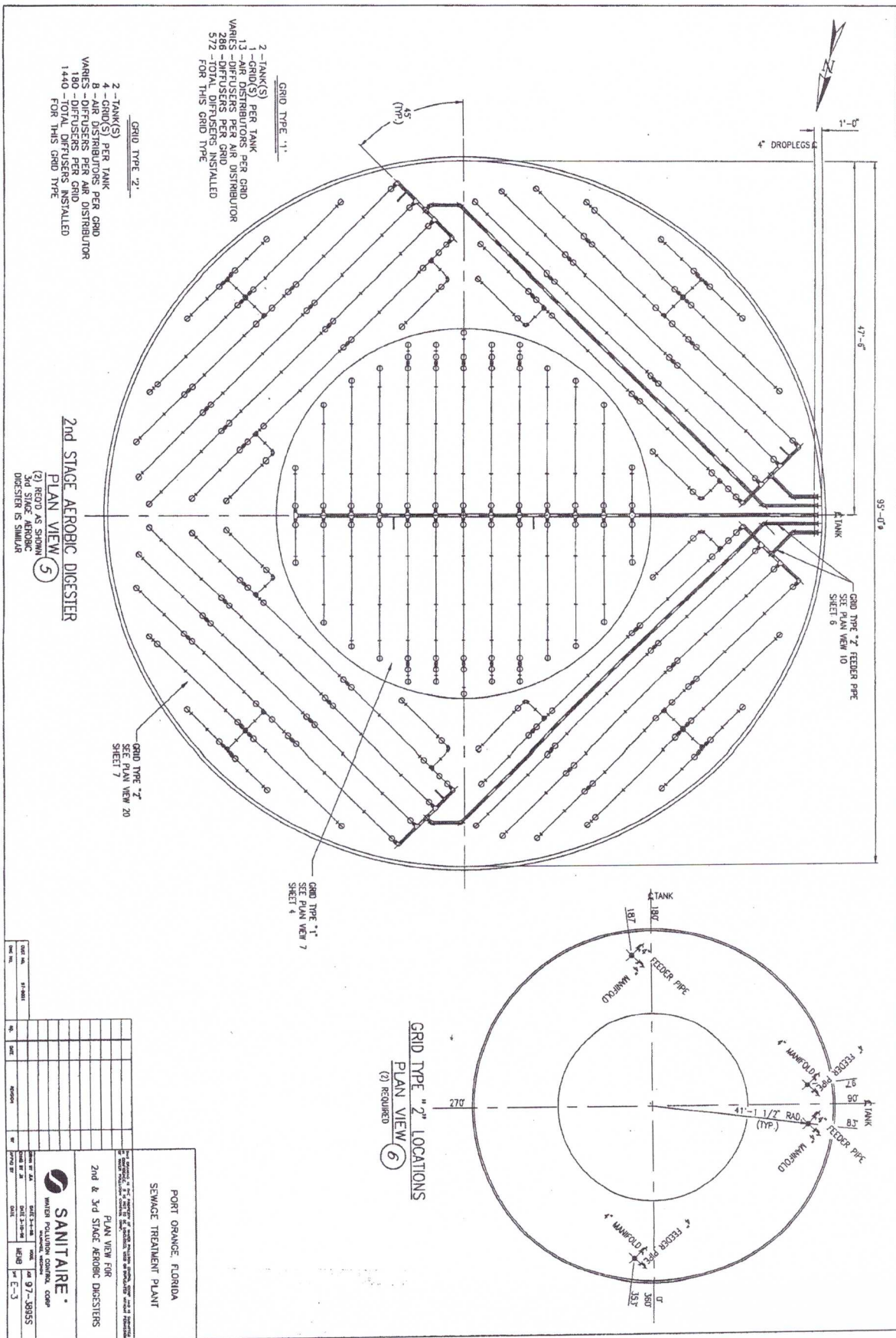
DIGESTERS

During each phase, the related tanks will be taken out of service. City personnel will lower the water level to approximately 24" - 30" of water in the tanks in order for the contractor to access and remove the accumulated sand solids/grit and rags on the bottom of the tank zones.

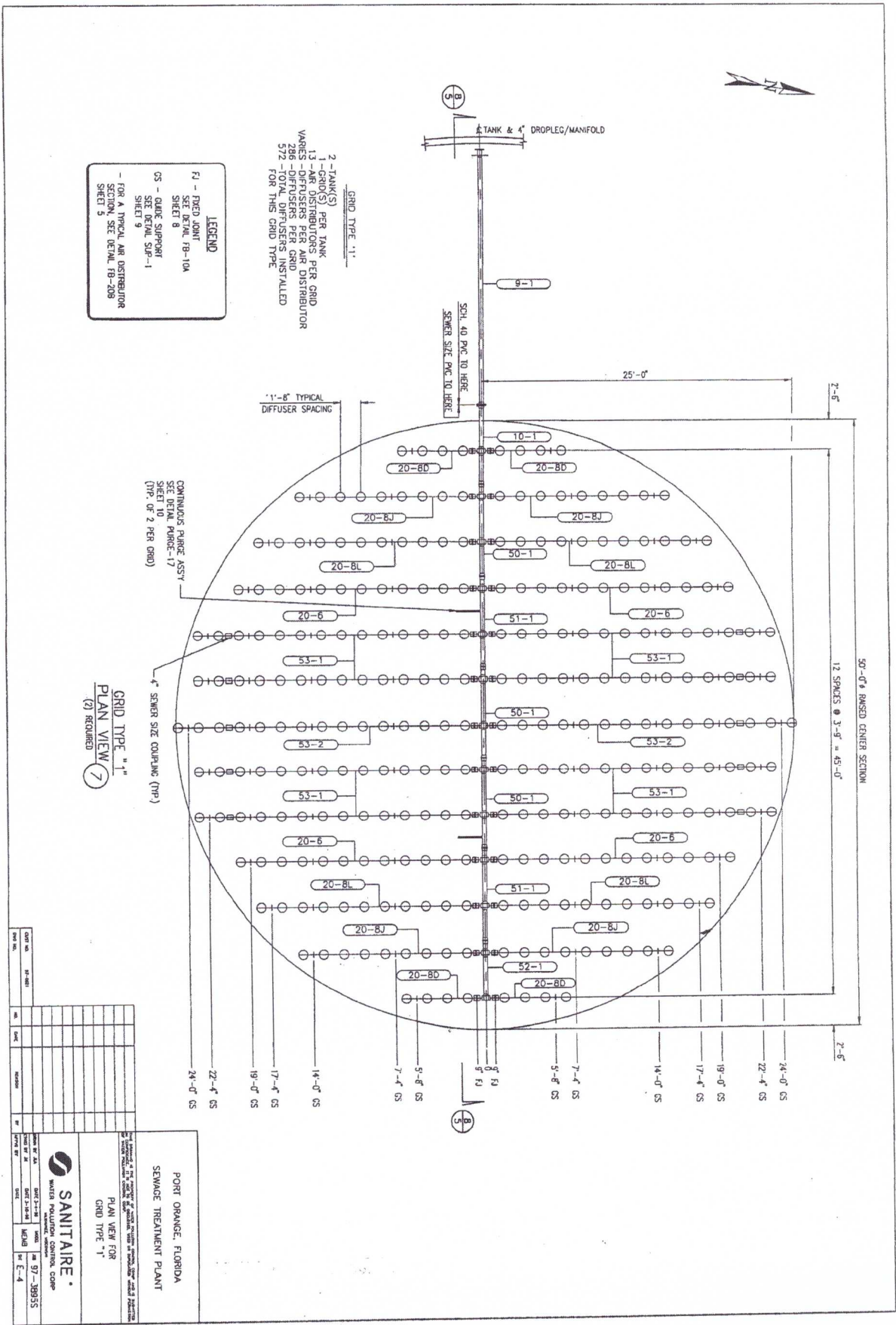
DIGESTER # 1 AERATION SYSTEM



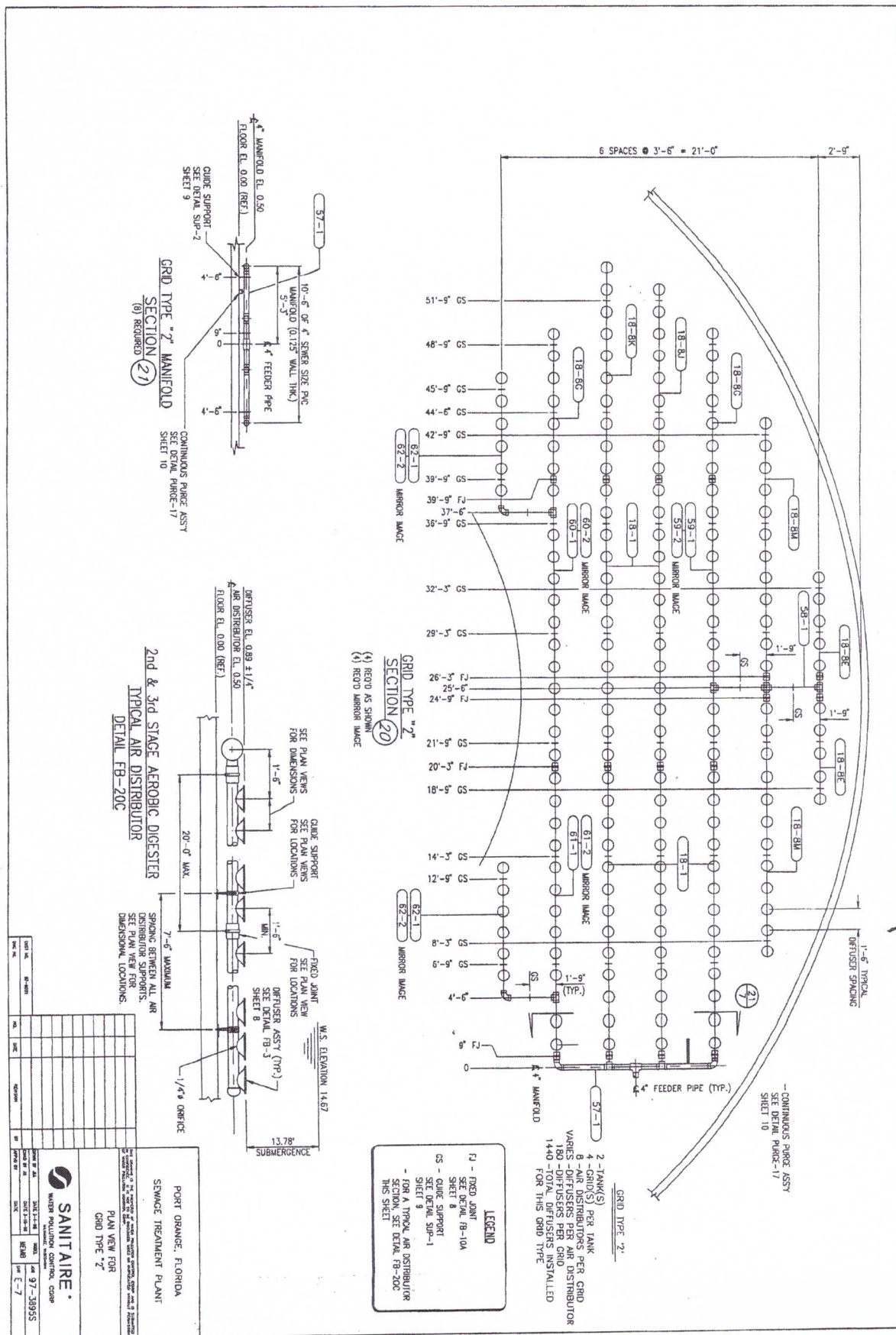
DIGESTER # 2 AERATION SYSTEM



DIGESTER # 2 RAISED PLATFORM GRID TYPE "1" AERATION SYSTEM



DIGESTER # 2 FOUR SECTIONS OF GRIT TYPE "2" AERATION SYSTEM



SECTION 00120

TOTAL BASE BID**BID #16-03: Digester Cleaning**

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 Drawings And 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 the provision of **Digester Cleaning** for the City of Port Orange, Florida, complete in every respect in strict accordance with the specifications and any future changes therein. The Contractor shall perform these obligations for the prices listed attached and made a part of this Bid.

Company Name: Meeks Plumbing, Inc.

Contact Person / Title: Kyle Meeks / Vice President

Mailing Address: 5555 US HWY 1 State: FL Zip: 32967

Phone: 72-569-2285 Fax: 72-569-7417 E-Mail: Kmeeks@meeksplumbing.com

Signature:  Submitted on: October 14, 2015

TOTAL BASE BID COST : fifty one Thousand Dollars zero cent
(DIGESTER #1) (In Words)

TOTAL BASE BID COST: \$ 51,000
(DIGESTER #1) (In Figures)

TOTAL BASE BID COST : Fifty one Thousand Dollars zero Cent
(DIGESTER #2) (In Words)

TOTAL BASE BID COST: \$ 51,000
(DIGESTER #2) (In Figures)

Total Together \$ 102,000

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 price bid.



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

#

BID Opening Tabulation Total

Bid Opening, Thursday October 15, 2015 at 2:30 p.m.
Council Chambers

BID # 16-03: DIGESTER CLEANING#

#

Bid Release Date: **September 11, 2015**

Non-mandatory Pre-Bid Meeting Date & Time: **September 22, 2015 at 10:00 a.m.**

Last Day for Questions: **September 29, 2015 by 5:00 p.m.**

Bid Due Date & Time Envelope: **October 15, 2015 at 2:30 p.m.**

Bid packages shall be submitted using a one (1) envelope system. The envelope shall contain all required, technical, and price forms. The envelope will be opened and evaluated by the City's Purchasing Manager on the bid due date and time.

Bidder's Submittal Checklist:

Envelope: (1) original, (2) copies and (1) CD or flash drive version of the bid tabbed, indexed, and placed in the following order:

Forms:

- 1: Bidder Acknowledgement Form: (Section 00030)
- 2: Insurance certificates: Submit a copy (as detailed in Section 00080)
3. Statement of Bidder's qualifications (Section 00130)
- 4: Listing of previous experience: (Section 00140)
- 5: Listing of subcontractors (Section 00150)
- 6: Public entity crime statement: (Section 00170)
- 7: Anti-collusion statement (Section 00180)
- 8: Drug free/tie preference statement (Section 00190)
- 9: State of Florida License & Certification (Section 00100)
- 10: Total Base Bid: (Section 00120)
- 11: Local Preference Affidavit (Section 00125, Optional)

BID #16-03: DIGESTER CLEANING#

#

Bid/Proposal Receipt List

16-03 Requirements 1 Original, 2 Copies, 1 CD or Flash		AquaTech Industrial Svcs	Blue Goose Growers	Lapin Svcs
1	Bidder Acknowledgement Form	X	X	X
2	Insurance Certificates	X	X	X
3	Statement of Bidder's Qualifications	X	X	X
4	Listing of Previous Experience	X	X	X
5	Listing of Subcontractors	X	X	X
6	Public Entity Crime Statement	X	X	X
7	Anti-Collusion Statement	X	X NOT SIGNED	X
8	Drug Fee / Tie Preference Statement	X	X	X
9	State of Florida License & Certification	X	X	X
11	Total Base Bid: Digester 1	58787	68660	117099
	Total Base Bid: Digester 2	55787	68660	117099
	TOTAL	114574	137320	234198

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.

Opened & Tabulated By: Joseph A. Gomez, Purchasing Manager/Mick Neals, Buyer



BID #16-03: DIGESTER CLEANING#

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Bid/Proposal Receipt List

16-03 Requirements 1 Original, 2 Copies, 1 CD or Flash		Meeks Plumbing	O&H Senesca, Inc.	Synagro
1	Bidder Acknowledgement Form	X	X	X
2	Insurance Certificates	X	X	X
3	Statement of Bidder's Qualifications	X	X	X
4	Listing of Previous Experience	X	X	X
5	Listing of Subcontractors	X	X	X
6	Public Entity Crime Statement	X	X	X
7	Anti-Collusion Statement	X	X	X
8	Drug Fee / Tie Preference Statement	X	X	X
9	State of Florida License & Certification	X	X	X
11	Total Base Bid: Digester 1	51000	69075	58000
	Total Base Bid: Digester 2	51000	67375	51500
	TOTAL	102000	136450	109500

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.

Opened & Tabulated By: Joseph A. Gomez, Purchasing Manager/Mick Neals, Buyer



BID #16-03: DIGESTER CLEANING#

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Bid/Proposal Receipt List

16-03 Requirements 1 Original, 2 Copies, 1 CD or Flash		USI Environmental		
1	Bidder Acknowledgement Form	X		
2	Insurance Certificates	X		
3	Statement of Bidder's Qualifications	X		
4	Listing of Previous Experience	X		
5	Listing of Subcontractors	X		
6	Public Entity Crime Statement	X		
7	Anti-Collusion Statement	X		
8	Drug Fee / Tie Preference Statement	X		
9	State of Florida License & Certification	X		
11	Total Base Bid: Digester 1	75000		
	Total Base Bid: Digester 2	75000		
	TOTAL	150000		

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.

Opened & Tabulated By: Joseph A. Gomez, Purchasing Manager/Mick Neals, Buyer





CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 2015, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **MEEKS PLUMBING, INC.**, a Florida corporation, whose principal address is 5555 US Highway 1, Suite 1, Vero Beach, Florida 32967 ("Contractor"). (The City and Contractor are collectively referred to herein as the "Parties.")

1. Provision of Services

- (a) The Contractor hereby agrees to provide the removal of accumulated sand, solid/grit and rags from the City of Port Orange Reclaimed Water Treatment Facility Digester Number One (1) and Digester Number Two (2), located at 817 Oak Street, Port Orange, Florida 32127, pursuant to Bid No. 16-03, more specifically described in Exhibit "1," attached hereto.

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

Term: The term of this Contract shall commence no later than one (1) month after Bid Award and shall continue for a period of 240 days thereafter (the "Initial Term").

Manner and Place: As outlined in Exhibit "1," in accordance with Standard Construction Details as required on all City owned facilities and properties (i.e. rights-of-way) and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances. Contractor shall not deliver goods or services without a written Notice to Proceed, signed by an authorized agent of the City of Port Orange.

Time and Essence: The cleaning of Digester Number Two (2) is expected to begin upon receipt of a Notice to Proceed and shall be completed within fourteen (14) days. After City Maintenance personnel have completed repairs on the aeration system of Digester Number Two (2), a Notice to Proceed will be issued for the cleaning of Digester Number One (1). Work is expected to begin upon receipt of the Notice to Proceed for the cleaning of Digester Number One (1) and shall be completed within fourteen (14) days. Contractor acknowledges that time is of the essence for the Notice to Proceed issued hereunder.

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

2. City Obligations. Upon City staff's inspection and approval of Digester Number One (1) and Digester Number (2), in return for the services identified above, the City agrees to compensate Contractor subject

to a limit up to but not to exceed One Hundred Two Thousand and 00/100 Dollars (\$102,000.00). The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then current fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. Contract Administration. The Public Utilities Reclaimed Water Production Manager, Tom Troutman, shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

4. Contract Documents. The following forms are attached as Exhibit "2" and must be completed, signed, witnessed and notarized as indicated, and returned to the City prior to the commencement of any services by Contractor under this Contract:

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

5. Termination for Convenience of the City

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

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

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

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

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

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

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

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

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

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

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

8. Examination of Records

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

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

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

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

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

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

10. Termination for Non-Appropriation of Funds

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

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

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

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. Contractor shall not commence work under this 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> <u>Additional Coverage:</u>	Coverage A - Statutory Coverage B - \$100,000 All States (Broad Form) Voluntary Compensation	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000.
Comprehensive General Liability (including Completed Operations and Contractual Liability) <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>Limits:</u> <u>Additional Coverage:</u>	Auto Liability Body Injury: \$100,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence. Non-Owned, Hired Car	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
Property Insurance Builders Risk. <u>Limits:</u> <u>Additional Coverage:</u>	Buildings - Completed value of contract. "All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
Professional Liability (Errors & Omissions) <u>Limits:</u>	Coverage - \$1,000,000 minimum	

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

13. Modifications or Changes to this Contract

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

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

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

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

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

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

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

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

17. 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.

18. Inspection

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

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

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

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

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

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

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

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

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

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

appealed decision of the Finance Director, Contractor shall proceed diligently with the performance of this Contract in accordance with that decision.

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

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

24. Additional Provisions. As may have been outlined in Bid 16-03, written quotes and purchase orders and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work.

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

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

City:	City of Port Orange Attention: City Manager 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5501
Copy to:	City of Port Orange Attention: Andrew Neff, Public Works Director 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5750
Contractor:	Meeks Plumbing, Inc. Attention: Ronald E. Meeks, President 5555 US Highway 1 Suite 1 Vero Beach, Florida 32967 (772) 569-2285 – Telephone (772) 569-7647 - Facsimile KMeeks@MeeksPlumbing.com

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered

mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

27. Contract Construction

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

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

[Remainder of this page intentionally left blank]

Witnesses:

Kristina Gredik
Printed Name: Kristina Gredik

Kyle Meeks
Printed Name: Kyle Meeks

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 6th day of Nov., 2015, by Ronald E. Meeks, as President of Meeks Plumbing, Inc., a Florida corporation, and who:

[Notary: Please select one]

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



MEEKS PLUMBING, INC.
By: [Signature]
Ronald E. Meeks, President
If this Contract is signed by an individual not identified as the President of the corporation in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the corporation.
Date: 11-6-15

[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 _____, 2015, by Allen Green, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

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

Witnesses:

ATTEST:

Printed Name:_____

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

Printed Name:_____

Date:_____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

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

[CA 4996]

SECTION 00100

TECHNICAL REQUIREMENTS

DIGESTER CLEANING REQUIREMENTS

SCOPE OF SERVICES

The awarded Contractor will be removing accumulated sand, solid/grit and rags from The City of Port Orange Reclaimed Water Treatment Facility Digester located at 817 Oak St., Port Orange, FL. 32127. This bid shall include the cleaning and removal of sand, solids/grit and rags in Digester Number Two (2) Digester and Digester Number One (1). The cleaning of Digester #2 is expected to begin no later than one month after Bid Award.

The contract term will last two hundred and forty (240) days. Work shall commence on digester number two (2) upon receipt of a Notice to Proceed and shall be completed within fourteen (14) days. After City Maintenance personal have completed repairs on the aeration system of Digester Number Two (2) a separate Notice to Proceed will be authorized for Digester Number One (1) and work shall commence upon receipt and shall be completed within fourteen (14) days.

CONTRACTOR QUALIFICATION AND MINIMUM REQUIREMENTS FOR SUBMITTING A BID

Bidder must have at least five (5) years of business experience performing the services outlined in this Invitation to Bid and submit references with their Proposal Bid Form to verify such.

Bidder must, at time of submitting their Bid, be legally qualified and licensed to perform all the Services in the State of Florida and must submit a copy of their licenses and certifications with their Proposal Bid Form to verify such in accordance with FAC 62-640 Biosolids.

Bidder must be able to perform all Services covered under this solicitation. Bidder shall be responsible for all services done by any sub-contractors.

Bidder's unit cost submitted on the Proposal Bid Form must include all costs (such as labor, equipment, materials, tools, supplies, mobilization/demobilization, disposal, bonds, insurance, etc.).

TECHNICAL SPECIFICATIONS/SCOPE OF WORK

Contractor shall utilize a cleaning method that removes 100% of the sand, solids/grit and rags settled on the bottom and pressure washing of digester walls of the reclaimed facilities digesters.

Contractor shall remove all rags on the aeration system.

Contractor may use reclaimed water at no cost for the cleaning/removal process.

Extracted material shall be processed by separating the sand, solids/grit and rags from the water and biomass.

The water and biomass shall be returned to the adjacent tank: as coordinated with the City's project manager.

Extracted sand, grit and rags shall be loaded directly into liquid-tight roll-off type dumpsters or truck trailers.

The Contractor shall provide the roll off type dumpsters or truck trailers.

The Contractor shall be responsible for the transportation and disposal of the extracted sand, solid/grit and rags in compliance with the Reclaimed Water Treatment Facilities Permit that states:

"Screenings and grit removal from the wastewater facilities shall be collected in suitable containers and hauled to a Department approved Class I landfill or to a landfill approved by the Department for receipt/disposal of screenings and grit [62-701.300(1) (a)]."

The volume (tons) of sand, solids/grit and rags removed, transported and disposed shall be verified by landfill scale tickets.

All work shall be performed in a timely and professional manner with great caution and within OSHA guidelines. This includes adherence to confined space regulations if Contractor needs to enter the digester. Contractor shall provide the City with a copy of its safety plan prior to commencing work.

The Contractor shall be responsible for any fine bubbler piping or diffuser heads broken while performing cleaning. Replacement material shall be original manufactures parts.

The Contractor shall replace digester access hatch with new gasket to insure water tight integrity if used by the Contractor.

The Contractor shall insure that all outer walls are clean after completion of digester cleaning.

The Contractor assumes responsibility for permits and analysis if required by regulatory authorities.

The Contractor shall supply a Porta Potty for their employees and subcontractors use.

TANK SPECIFICATIONS

DIGESTER NUMBER TWO

The digester is constructed of concrete.

The digester floor has an aeration system or other interferences.

The dimensions for the digester are approximately 95' diameter by 18' tall.

The digester has a flat floored surface with a 50' diameter raised concrete platform in the center. The digester is estimated to contain approximately 18" of sand solids/grit and rags.

There are no drains in digester # 2 but there is an access hatch for entry into the digester.

DIGESTER NUMBER ONE

The digester is constructed of concrete.

The digester floor has an aeration system or other interferences.

The dimensions for the digester are approximately 95' diameter by 18' tall.

The digester has a flat floored surface.

The digester is estimated to contain approximately 18" of sand solids/grit and rags.

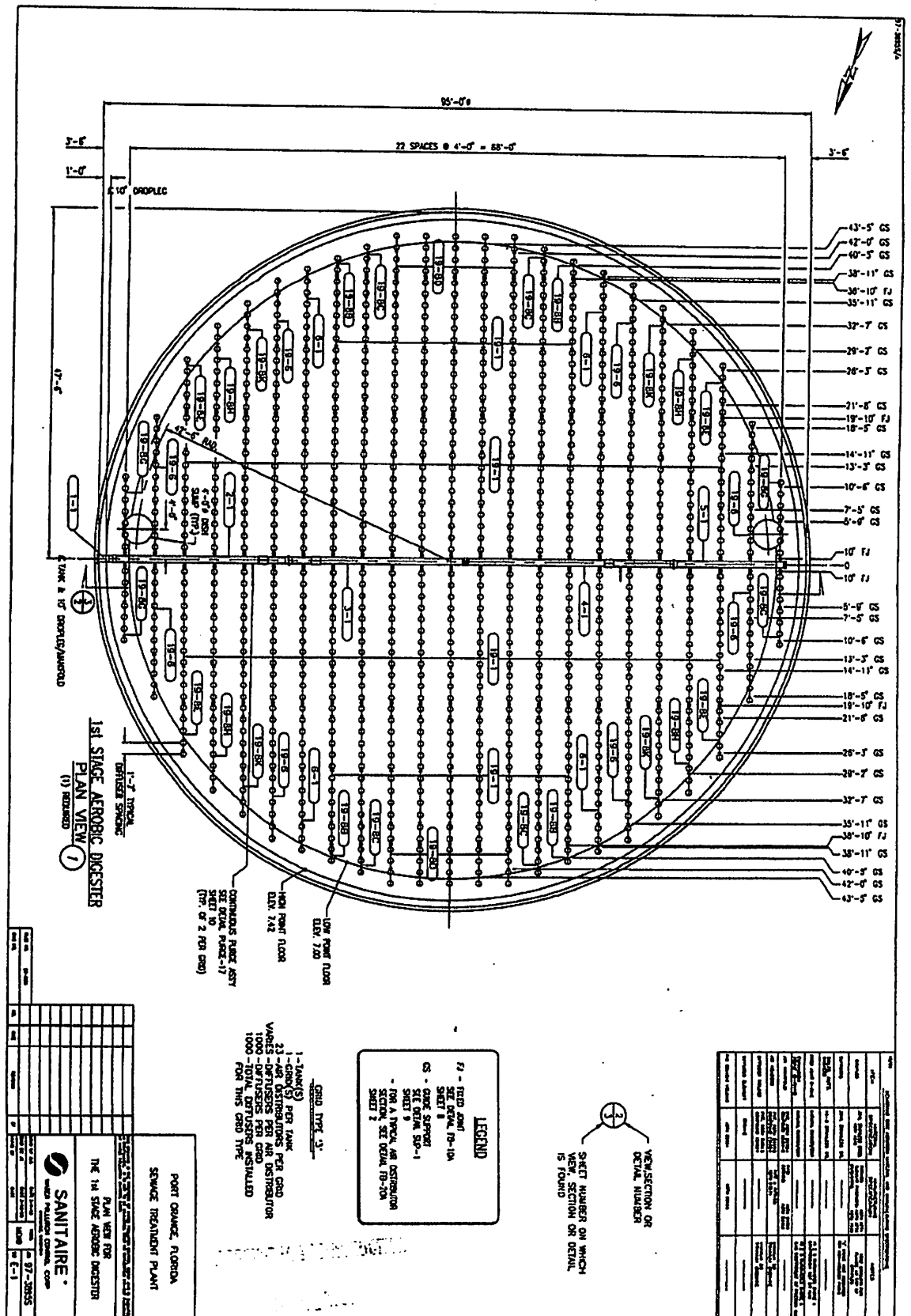
There are no drains in digester # 1 but there is an access hatch for entry into the digester.

TANK OPERATION AND CLEANING SCHEDULE

The Contractor shall coordinate work to be performed with the City's Project Manager.

DIGESTERS

During each phase, the related tanks will be taken out of service. City personnel will lower the water level to approximately 24" - 30" of water in the tanks in order for the contractor to access and remove the accumulated sand solids/grit and rags on the bottom of the tank zones.



DIGESTER # 2 AERATION SYSTEM

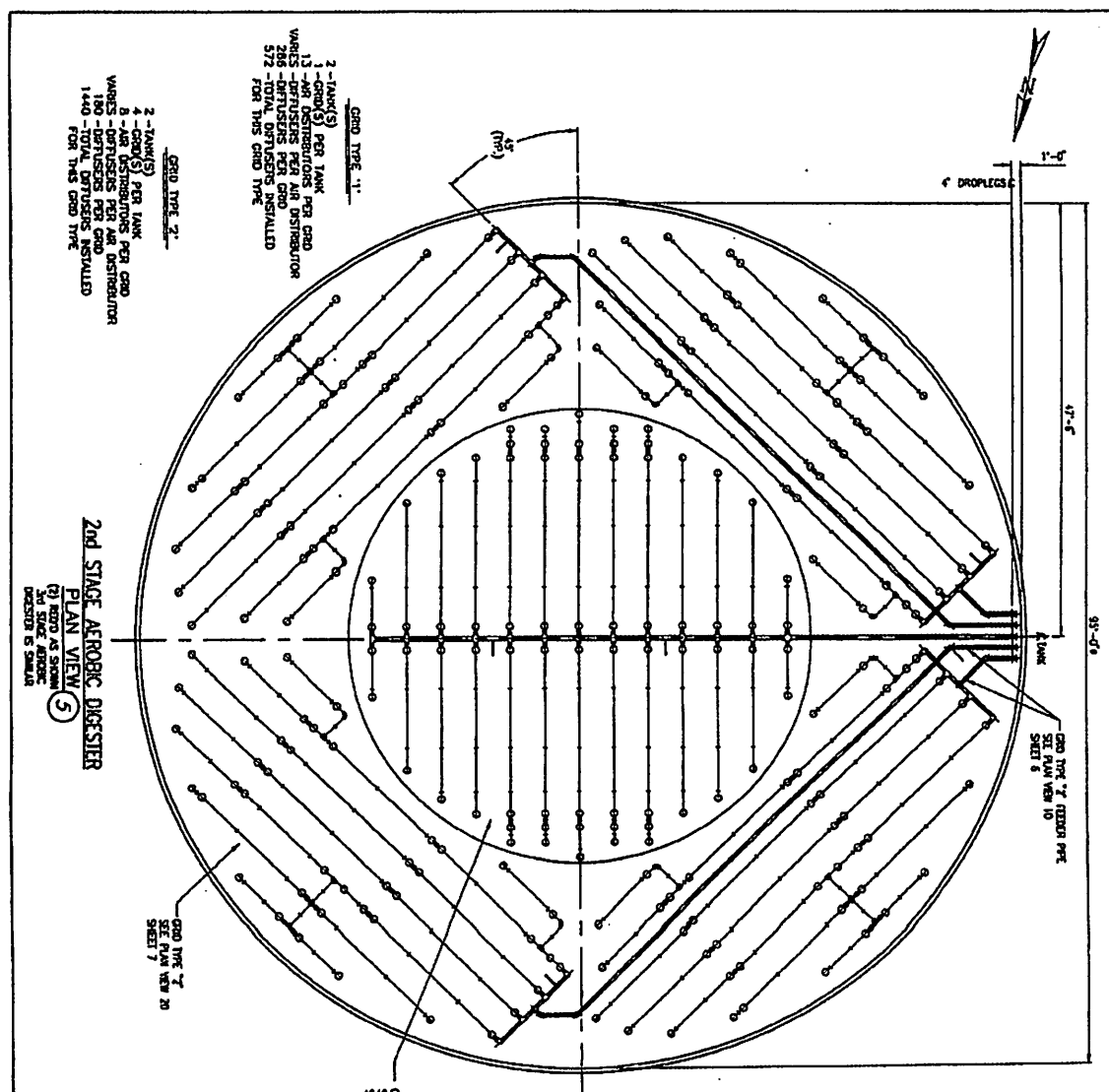


EXHIBIT "1"

Exhibit “2”

Payment and Performance Bond

(Exhibit “2” includes a total of 4 pages)

RETURN RECORDED DOCUMENT TO:

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

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

PAYMENT AND PERFORMANCE BOND

(Public Works)

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

BOND NO. _____

PRINCIPAL:

Developer or Contractor: Meeks Plumbing, Inc.
Principal Business Address: 5555 US Highway 1
Suite 1
Vero Beach, Florida 32967
Contact Person: Ronald E. Meeks, President
Phone Number: (772) 569-2285

SURETY:

Address: _____

Contact Person: _____
Phone Number: _____

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

Amount: \$102,000.00

City Case/ Bid 16-03 Digester Cleaning

Description of Work: Bid 16-03 Digester Cleaning

Project Location: 817 Oak Street, Port Orange, Volusia County, Florida
Port Orange, Volusia County, Florida

Legal Description: 817 Oak Street, Port Orange, Volusia County, Florida
See Exhibit "A" attached

Front Page

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

**City of Port Orange Water Treatment Facility Digester
817 Oak Street, Port Orange, FL 32127**

Full Parcel ID:

41-16-33-04-01-0341

Short Parcel ID:

6341-04-01-0341

Legal Description:

A portion of the Parcel ID listed above.

EXHIBIT "A"

RETURN RECORDED DOCUMENT TO:

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

**Meeks Plumbing, Inc.
Bid 16-03 Digester Cleaning**

Bond No. _____

Space Reserved for Recording Data

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

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

BY THIS BOND, We, **Meeks Plumbing, Inc.**, as Principal, and _____, a corporation, as Surety, are bound to **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of **ONE HUNDRED TWO THOUSAND AND 00/100 DOLLARS (\$102,000.00)**, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain Standard Contract for Services, having an effective date of _____, 2015, entered into by and between the Principal and the City, for Digester Cleaning, hereinafter referred to as the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and
3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract documents; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Notice of Nonpayment and Time Limitations

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

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

IN WITNESS WHEREOF, this performance and payment bond is executed in duplicate originals, each of which shall be deemed an original, this _____, day of _____, 2015.

Attest:

MEEKS PLUMBING, INC.
(Principal)

(As to Corporate Principal) Secretary

By: _____
Ronald E. Meeks, President

(Witness to Principal)

(Corporate Seal)

(Surety)

(Witness to Surety)

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

(Corporate Seal)

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

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



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 12/01/2015

Consent item: Yes

SUBJECT: Renewal of Piggyback Agreement with AshBritt Inc. for Debris Removal, Reduction and Disposal

DEPARTMENT: Public Works

GOAL: 5 - Public Safety

OBJECTIVE: 4 - Review, update and drill emergency management protocols and training

RECOMMENDED MOTION: Move to extend the piggyback contract with AshBritt Inc. for one more term through October 5, 2016 and authorize the Mayor and City Clerk to execute all required documents.

SUMMARY:

In 2014, the City Council approved a Volusia County piggyback agreement with AshBritt Inc. for debris removal, reduction and disposal and other emergency services following a disaster. Volusia County has extended their agreement another term, and it is requested that the City's piggyback agreement with AshBritt Inc. be extended as well.

If approved, the contract will be under the same terms and conditions as set forth in the Volusia County contract and will be effective through October 5, 2016.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Vol County Amend.No 2 AshBritt	AshBritt County Amend No 2 thru 2016.pdf
2.	AshBritt Insurance Certificate	AshBritt ins cert thru 2016.pdf
3.	Vol County Master Agmt AshBritt	AshBritt MASTER Agmt County thru 11 12 16.pdf
4.	AshBritt Piggyback Contract City of Port Orange	SIGNED contract ASHBRETT, INC. - Date of Contract; 07-29-2014.pdf
5.	Extension Agreement No. 2	Ashbritt, Inc. Extension Agreement No. 2.pdf

Cockcroft, Kynah
Adumuah, Branford
Riehm, Tracey
Roberts, Margaret

Created/Initiated - 11/18/2015
Approved - 11/18/2015
Approved - 11/24/2015
Approved - 11/25/2015

AMENDMENT NO. 2
TO
CONTRACT BETWEEN
COUNTY OF VOLUSIA, FLORIDA
AND
ASH BRITT, INC.

This Amendment No. 2 to contract between County of Volusia, Florida and Ash Britt, Inc. for debris removal, reduction & disposal per 11-P-75JD, made and entered into by and between the County of Volusia, a body corporate and politic and a political subdivision of the State of Florida (hereinafter "County"), and Ash Britt, Inc., 565 East Hillsboro Boulevard, Deerfield Beach, Florida 33441, incorporated and licensed to do business in the State of Florida (hereinafter "Contractor").

Recitals

WHEREAS, the County and the Contractor entered into a contract between County of Volusia, Florida and Ash Britt, Inc. for debris removal, reduction & disposal on November 12, 2011, under which Contractor agreed to provide specified services with an initial term of November 12, 2011 through November 12, 2014 ("Contract"); and

WHEREAS, the County and the Contractor amended the Contract through Amendment No. 1 by Amending Section 4., Term of Contract, extending the Contract to November 12, 2015; and

WHEREAS, the County and the Contractor desire to amend the Contract through this Amendment No. 2 by Amending Section 4., Term of Contract, to extend the Contract to November 12, 2016.

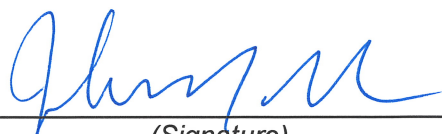
NOW THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, and other specific consideration set forth in this Amendment No. 2, the receipt and sufficiency of which is acknowledged by Contractor and County, the parties agree to amend the Contract as follows:

1. The parties agree that the foregoing recitals are true, correct and material to this Contract.
2. The parties agree to extend the term of the Contract through November 12, 2016, in accordance with Section 4., Term of Contract.
4. This Amendment No. 2, including any exhibits, sets forth the entire modification to the Contract with respect to the products and services provided under this Amendment No. 2, unless the Contract is otherwise amended or modified as set forth in Section 3.1, and supersedes all prior proposals, agreements, and communications, both written and oral.

5. This Amendment No. 2 is incorporated by reference into the Contract as if fully set forth therein. Except as provided herein, all other terms and conditions of the Contract shall remain unchanged and in full force and effect and are hereby ratified and reaffirmed by the parties hereto. In the event of any conflict or inconsistency between the provisions set forth in this Amendment No. 2 and the Contract, this Amendment No. 2 shall govern and control.

IN WITNESS WHEREOF, the parties have made and executed this Amendment No. 2 to the Contract between the County of Volusia, Florida and Ash Britt, Inc. on the respective dates under each signature.

CONSULTANT: Ash Britt, Inc.

BY: 
(Signature)

(CORPORATE SEAL)

BY: JOHN NOBLE C.O.O.
Corporate Officer & Title

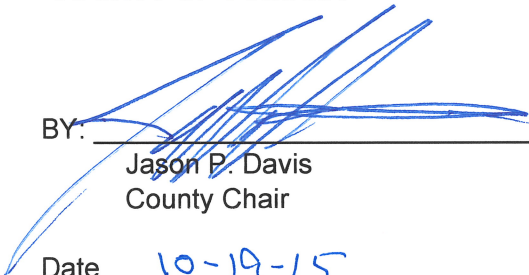
Date: 9/8/2015

ATTEST: Kelly Zickmann

Date: 9/8/2015

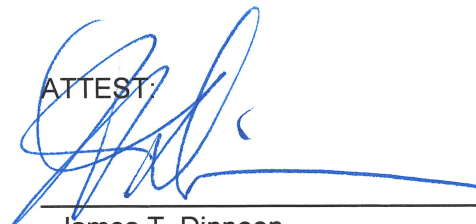
COUNTY OF VOLUSIA

(SEAL)

BY: 
Jason P. Davis
County Chair

Date: 10-19-15

ATTEST:



James T. Dinneen
County Manager

CC Approval Date: 10/15/2015

Date: 10/20/15



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/10/2015

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

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

PRODUCER USI Insurance Services, LLC 500 Columbia Drive, Ste 102 West Palm Beach FL 33409		CONTACT NAME: Cathy Donnelly PHONE (A/C, No, Ext): 561-693-0500 E-MAIL ADDRESS: cathy.donnellyu@usi.biz		FAX (A/C, No):
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Starr Surplus Lines Insurance Compa		13604
		INSURER B: Starr Indemnity & Liability Company		38318
		INSURER C: Federal Insurance Company		20281
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 551731456

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC ☐ OTHER:			1000065645151	5/22/2015	5/22/2016	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
								\$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS			SISIPCA08263215	5/22/2015	5/22/2016	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							PIP	\$50,000
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			1000336529151	5/22/2015	5/22/2016	EACH OCCURRENCE	\$10,000,000
							AGGREGATE	\$10,000,000
								\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	WCO0044727539	5/22/2015	5/22/2016	☒ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000
A C	Pollution/Professional Equipment			1000065645151 06639855ECE	5/22/2015 5/22/2015	5/22/2016 5/22/2016	\$1,000,000 per occ \$81,616 or rented	each Leased/borrowed \$500,000 incl wind

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

Ten Days Notice of Cancellation for Non-Payment of Premium; 30 Days notice for all other reasons.

Commercial General Liability, Contractor Pollution Liability, Professional Liability includes includes Primary and Non-contributory, Additional Insured and Waiver of Subrogation. Auto policy includes Pollution, Broadened coverage and Waiver of Right of recovery Against Us. Workers' Compensation includes Waiver of our Right to Recover.

CERTIFICATE HOLDER

CANCELLATION

City of Port Orange 407 Virginia Avenue Port Orange FL 32127	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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Master Agreement

TERM: 2015-11-12 to 2016-11-12

NO. 700 1655B - 1

Page 1 of 1

Date Issued: 10/28/15

Vendor contact: Name: DON MADIO Phone: 954-545-3535 E-mail:	County contact: Name: JOHN ANGIULLI Phone: 386-736-5965 E-mail: JAngiulli@co.volusia.fl.us	Bill To: County of Volusia PUBLIC WORKS SRVC CTR 123 W. INDIANA AVE., RM 402 DELAND, FL 32720-4262
Vendor Name: ASHBRITT INC 480 S. ANDREWS AVE. #103 POMPANO BEACH, FL 33069		Vendor No. 95041100040
Solicitation Number: 11-P-75JD Award Date: 2015-10-15 Award Authorization: COUNCIL		Ship To: PUBLIC WORKS ADMIN 123 W. INDIANA AVE., RM 402 DELAND, FL 32724 Purchasing Analyst: PAMELA WILSKY Phone: 386-822-5779 E-mail: pwilsky@volusia.org Payment Terms: Net 45 Days, FOB Dest, Freight allowed
Document Description: 1 year contract extension as approved by CC 10/15/15		

Line Item	Commodity Code	Unit	Description	Unit Price or Contract Amount
1	99030	EA	1 year contract extension as approved by CC 10/15/15 THIS IS A FEMA REIMBURSABLE CONTRACT. Pricing per contract documents.	0.00000



Jeaniene Jennings CPPB
Purchasing & Contracts Director

County of Volusia
Sales Tax Exemption Number
85-8012622393C-9

Remainder of page is blank

A delivery order is required for the release of items / services from the referenced Master Agreement. If a solicitation number is referenced then the terms and conditions of said solicitation become part of the Master Agreement. Deviation from prices stated is not permitted without a signed corrected Change Order.

If vendor terms and conditions conflict with Count of Volusia Terms and Conditions, the County's Terms and Conditions prevail. See reverse side for terms and conditions.

Purchase Order (PO) or Master Agreement (MA) Terms and Conditions

Providing any good or service constitutes acceptance of this entire PO or MA without exception. In the event this document is issued based on a solicitation or quote, the terms and conditions of the solicitation or quote prevail.

Delivery. Title and risk of loss shall pass when items have been received, inspected, and accepted by County of Volusia ("County"). All associated shipping, insurance, and other related costs shall be borne by Provider.

Discontinued. Provider shall give County 30 (thirty) days advance notice of a discontinued item(s) so that County can purchase additional quantities of discontinued item(s). County must give written approval of replacement(s) if they exceed previous price or fail to meet quality, form, fit, or function of the discontinued item. Time is of the essence regarding Performance of Services and this PO or MA can be terminated by the County for convenience, non-appropriation of funds, or non-performance.

Disputes. If such dispute arises under this PO or MA and is not resolved informally by the parties within five (5) business days, the party bringing a claim ("Disputing Party") shall deliver to the first level representative of the other party a written statement ("Dispute Notice") describing the dispute. If the respective representatives cannot resolve the dispute within ten (10) days, the dispute shall be escalated through two higher levels of management. If the dispute has not been resolved within 25 (twenty-five) calendar days after delivery of the Disputing Party's notice, either party may give written notice to the other party declaring the resolution process terminated and pursue other legal recourse or initiate formal non-binding mediation before a single mediator, which shall be completed within 30 (thirty) days of initiation, in accordance with rules of practice and procedure adopted by the Supreme Court of Florida for court-ordered mediation, Rule 1.700, et seq., of the Florida Rules of Civil Procedure, and Chapter 44, Florida Statutes. If the dispute remains unresolved after conducting such mediation, then either party may proceed to finalize such termination remedies and commence litigation in a court of competent jurisdiction.

Governing Law/Jurisdiction/Venue. This PO or MA shall be governed by the laws of the State of Florida and venue for any litigation arising from this PO or MA shall be in the County of Volusia, Florida, and any trial shall be non-jury. Provider shall comply with all applicable laws and regulations.

Insurance. For goods and services delivered or performed by Provider on County premises, Provider certifies it maintains comprehensive general liability insurance and auto insurance in the amounts identified in the solicitation and/or contract and any amendments thereto pertaining to this PO or MA, or from an A.M. Best "A -" or better rated insurance firm authorized by the State of Florida Insurance Commissioner. The County reserves the right to require the "County of Volusia" be named as additional insured for projects when deemed necessary. For services performed off County premises and goods delivered by third party carriers, the Provider shall use such carriers that maintain such insurance coverage as set forth above.

Intellectual Property. Provider agrees to protect, defend, indemnify, and save the County, its agents, officials, including elected officials, and employees of the County harmless from and against any and all claims, demands, actions, and causes of action which may arise asserting that a copyright, trademark, trade secret, or patent ("Intellectual Property"), as provided under this PO or MA, infringes or misappropriates any third party's Intellectual Property. If Provider must pay a third party any license, royalty, or other such usage fee in order to deliver the item(s) under this PO or MA, such third party and usage fee must be specified in the Provider's offer to sell to the County.

Indemnification. The Provider shall indemnify, defend, and hold harmless the County and its agents, officers, and employees, from and against all claims, damages, losses, and expenses, including, but not limited to, attorney's fees arising out of or resulting from the provision of goods and/or services pursuant to the Agreement and/or this PO or MA, provided that the claim, damage, loss, and expense is caused in whole or in part by any negligent act or omission of the Provider, or anyone directly or indirectly employed by Provider or anyone for whose acts the Provider may be liable hereunder, except the Provider will not be required to indemnify and hold the County harmless if such claim, damage, loss, and expense is the result of the negligence of the County or of anyone directly or indirectly employed by the County or anyone for whose acts the County may be liable.

Modification & Assignment. County may unilaterally change, at no additional cost, the quantity and receiving point within the County for items not yet shipped. All other items must be mutually agreed upon in writing. County is not required to pay for defective items, back-orders, late deliveries, those quantities exceeding the PO or MA quantity, or items shipped at a higher price than stated on the PO or MA. Neither this PO or MA nor any interest herein shall be assigned, transferred, or encumbered by Provider except as authorized in writing by the County.

Notices. All notices given by one party to the other party under this PO or MA shall be delivered to the receiving party's address set forth on this PO either by hand, qualified courier, or e-mail and shall be deemed received the day after it is transmitted. For the County, it shall be addressed to the Purchasing and Contracts Department, 123 West Indiana Avenue, 3rd Floor, DeLand, Florida, 32720 or purchasing@volusia.org.

No Waiver. Except as expressly set forth herein, no failure or delay on the part of County in exercising any right, power, or remedy hereunder shall operate as or be deemed a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy preclude any other or further exercise thereof, or the exercise of any other right, power, or remedy.

Order of Precedence. In the event of conflict between this PO or a Price Agreement (PA), the originating Volusia County contract and amendments thereto shall be controlling. This control shall pertain to all specifications and scopes of work included in the originating Volusia County contract and any amendments thereto.

Payment. Except for construction services, which shall be paid pursuant to the Florida Prompt Payment Act, County shall pay Provider within 45 (forty-five) days after receipt of an accurate and undisputed invoice, unless the County accepts a prompt payment discount from Provider and the goods or services are not defective. Invoice, packing slip, delivery receipt, order acknowledgement, and correspondence shall clearly indicate the PO or MA number. Any additional or different terms and conditions on Provider's documents shall be considered null and void. The County may deduct amounts it is due from Provider's payment or not pay disputed invoices until such dispute is resolved. Nothing in this PO or MA shall create any obligation on the part of the County to pay directly to any subcontractor of Provider any monies due to such subcontractor or claims of such subcontractor for amounts owed by Provider to subcontractor for goods or services provided under this PO or MA.

Sovereign Immunity. The County 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 the Agreement, Master Agreement, and/or this Purchase Order to the contrary, nothing in any such documents shall be deemed as a waiver of immunity or the limitations of liability of the County beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature, and the cap on the amount and liability of the County for damages regardless of the number or nature of claims in tort, equity, or contract shall not exceed the dollar amount set by the legislature for tort. Nothing in the Agreement, Master Agreement, or this Purchase Order shall inure to the benefit of any third party for the purpose of allowing any claim against the County, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

Taxes. County is exempt from Manufacturers' Federal Excise Tax (Exemption# 49-6000-885) and Florida sales tax (Exemption# 85-8012622383C-9). Certificates are available at www.volusia.org/purchasing. After accessing the foregoing website, select, "Doing Business with Volusia County" and "Consumer Certificate of Tax Exemption" from the available menu screens to see a copy of the certificates.

UCC. In addition to any rights or remedies contained in this P.O., each party shall have rights, duties, and remedies available through the Uniform Commercial Code (UCC).

Warranty. Provider warrants that all Work or Services performed under this PO or MA shall be performed in a good and competent workmanlike manner to the satisfaction of the County, and materials shall be of good quality (unless otherwise stated on PO or MA), and free from defects and pursuant to specifications and requirements of the contract related to this PO or MA. Provider warrants merchantability of all goods or services and that they are fit for the ordinary purposes they are intended to serve.



CITY OF PORT ORANGE PIGGYBACK AGREEMENT

This Piggyback Agreement is entered to this 29 day of July, 2014, 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 ASHBRIIT, INC. ("Contractor"), a Florida corporation whose principal address is 565 East Hillsboro Blvd., Deerfield Beach, Florida 33441 (collectively "the Parties"). This Piggyback Agreement shall hereinafter be referred to as the "Contract.")

WHEREAS, on the 6th day of October, 2011, Contractor entered into an Agreement for Debris Removal Reduction and Disposal with Volusia County, Florida, pursuant to Request for Proposal No. 11-P-75-JD (the "Volusia County Agreement"); and

WHEREAS, the Volusia County Agreement provides for an initial term of three years commencing on October 6, 2011 and continuing until October 5, 2014, followed by two one (1) year renewal terms exercisable at the option of the County; and

WHEREAS, by entering into this Contract, Contractor agrees to provide debris removal, reduction and disposal services to the City under the terms and conditions of the Volusia County Agreement, except as expressly modified herein; and

WHEREAS, a copy of Volusia County Request for Proposal No. 11-P-75JD, Contractor's Response thereto, and the Volusia County Agreement are available in the Office of the City Clerk, 1000 City Center Circle, Port Orange, Florida 32129; and

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

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

1. Initial Term. This Contract shall have an initial term commencing on the last date this Contract is signed by the Parties, and continuing until October 5, 2014, followed by two one (1) year renewal terms exercisable at the option of the City, if the City determines that renewal is in the best interest of the City.
2. Renewals. The term of this Contract shall be automatically renewed at the end of the Initial Term for one (1) year commencing on October 6, 2014 and continuing until October 5, 2015, subject to renewal of the Volusia County Agreement. Thereafter the term may be renewed for one additional one (1) year period, commencing on October 6, 2015 and continuing until October 5, 2016, subject to renewal of the Volusia County Agreement. Said renewal shall be in writing and made a part of this Contract and shall incorporate this Contract by reference.
3. Contractor Obligation. Contractor agrees to provide debris removal, reduction and disposal, and other emergency services following a disaster event to the City under the same terms and conditions as set forth in the Volusia County Agreement, except as expressly 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.

4. Authorization for Services. This Contract standing alone does not authorize the performance of any work or services to be provided by the Contractor or require the City to place any orders for work or service. Upon City Council appropriation of funds, the City Purchasing Manager shall issue a written Notice to Proceed subject to the funding stated in the appropriation for services referenced in this Contract. Contractor must acknowledge receipt of the Notice to Proceed in writing to the City's Purchasing Manager or his designee.

The City makes no covenant or promise as to the number of available projects, nor that Contractor will perform any project 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. In consideration of the performance of this Contract by the Contractor, the City agrees to pay the Contractor at the unit prices set forth on Exhibit "A." 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. Insurance. Contractor shall maintain insurance during the life of this Contract as set forth in the Volusia County Agreement. Contractor shall furnish evidence of all required insurance in the form of certificates of insurance which clearly indicate that the Contractor has obtained insurance of this type, amount and classification required by section 12 of the Volusia County Agreement, and the City of Port Orange shall be listed as additional insured on that insurance document. The insurance shall be issued by an agency authorized to do business in the State of Florida with a rating of "A" or higher in the "Best Key Rating Guide" published by A. M. Best and Company, Inc. Contractor shall file replacement certificates with the City at the time of expiration or termination of the required insurance occurring during the term of this Contract. Further, Contractor agrees that the City shall make no payments pursuant to the terms of this Contract until all required proof or evidence of insurance has been provided to the City.

7. Payment and Performance Bonds. Contractor shall furnish a Payment and Performance Bond in conformance with Florida Statute 255.05, on forms substantially similar to the forms attached hereto as Exhibit "B," within seven (7) days after a Notice to Proceed is issued. The Bond shall remain in effect until at least one year after the date when final payment becomes due, except as provided otherwise by laws or regulations. The Bond shall be issued by an agency authorized to do business in the State of Florida with a rating of "A" or higher in the "Best Key Rating Guide" published by A. M. Best and Company, Inc.

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.

The failure of Contractor to comply with the public records laws shall constitute a material breach of this Contract and may result in the termination of this 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. 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 materials and workmanship are warranted from defect for a one-year period. This is a minimum acceptable warranty.

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

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

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

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

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

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

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

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

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

24. Controlling Law. **THIS 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.**

25. Additional Provisions

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

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

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

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

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

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

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

Contractor: AshBritt, Inc.
Attention: John W. Noble, Jr., Vice President / Chief Operating Officer
565 E. Hillsboro Blvd.
Deerfield Beach, Florida 33441
(954) 683-0247 – telephone
(954) 725-6991 – facsimile
JNoble@AshBritt.com

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

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

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

Witnesses:

ASHBRITT, INC.

Chris Holsinger
Printed Name: Chris Holsinger

By: [Signature]
Printed Name: RANDAL PERKINS
Title: C.E.O.

Tim Mooney
Printed Name: TIM MOONEY

Date: 7/28/2014

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 28 day of July, 2014, by RANDAL PERKINS, as C.E.O. of AshBritt, Inc., a Florida corporation, and who:

[Notary: Please select one]

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



KELLY BECKMANN
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE864681
Expires 1/13/2017

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

Witnesses:

CITY OF PORT ORANGE

Barbara J. Abbate
Printed Name: Barbara J. Abbate

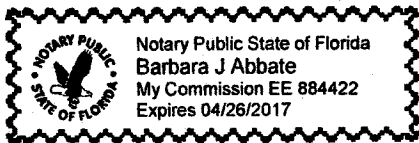
By: Allen Green
Allen Green, Mayor

Theresa Gutierrez
Printed Name: Theresa

Date: July 29, 2014

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 29 day of July, 2014 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.



Barbara J. Abbate
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

Witnesses:

ATTEST:

Barbara J. Abbate
Printed Name: Barbara J. Abbate

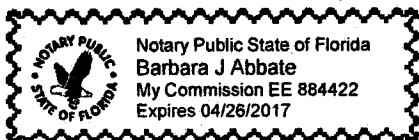
By: Robin L. Fenwick
Robin L. Fenwick, CMC, City Clerk

Printed Name: _____

Date: July 29, 2014

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 29 day of July, 2014 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.



[CA 4279]

Barbara J. Abbate
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

EXHIBIT "A"



11.



Rate Structure

From the City of Volusia, Florida

Exhibit C, Rate Structure

SCHEDULE 1
HOURLY RATE PRICE SCHEDULE

Equipment Type With Operator	Hourly Rate	Day Rate
(includes fuel and maintenance costs)		
15-24 Cubic Yard Dump Truck	\$80.00	\$960.00
17 Cubic Yard Clam Truck	\$125.00	\$1,500.00
20 Cubic Yard Clam Truck	\$145.00	\$1,740.00
25-34 Cubic Yard Dump Truck	\$90.00	\$1,080.00
30 Ton or Larger Crane	\$245.00	\$2,940.00
35-44 Cubic Yard Dump Truck	\$95.00	\$1,140.00
45-54 Cubic Yard Dump Truck	\$100.00	\$1,200.00
50' Bucket Truck	\$150.00	\$1,800.00
5-14 Cubic Yard Dump Truck	\$75.00	\$900.00
55-64 Cubic Yard Dump Truck	\$115.00	\$1,380.00
65-74 Cubic Yard Dump Truck	\$120.00	\$1,440.00
75+ Cubic Yard Dump Truck	\$125.00	\$1,500.00
Bobcat Loader	\$80.00	\$960.00
D-6 Dozers or Equivalent	\$150.00	\$1,800.00
Diamond Z or Equivalent Tub Grinder	\$525.00	\$6,300.00
Equipment Transports	\$95.00	\$1,140.00
John Deere 544 Loader or Equivalent	\$120.00	\$1,440.00
Motor Grader	\$130.00	\$1,560.00
Rubber Tire Backhoe	\$115.00	\$1,380.00
Service Trucks	\$85.00	\$1,020.00
Stump Grinder	\$129.00	\$1,548.00
Track-Hoes-John Deere 690 or Equivalent	\$145.00	\$1,740.00
Tractor with Box Blade	\$65.00	\$780.00
Water Truck (2,000 Gallon)	\$91.00	\$1,092.00
Wheel-Loader 644 or Equivalent	\$140.00	\$1,680.00

Personnel and/or Equipment Type	Hourly Rate	Day Rate
1" Diaphragm Pump	\$12.50	\$100.00
1" Suction or Discharge Hose	\$4.00	\$35.00
12 Ton Lowboy	\$59.00	\$590.00
12' Work Boat with Motor (with crew)	\$112.00	\$1,120.00
12' Work Boat without Motor (with crew)	\$84.00	\$840.00
185 CFM Compressor	\$20.00	\$151.50
2" Chemical Suction or Discharge Hose	\$22.00	\$140.00
2" Diaphragm Pump	\$25.00	\$160.00
2" Diaphragm Pump S.S.	\$43.00	\$275.00
2" Suction or Discharge Hose	\$11.00	\$70.00
20' Response Trailer	\$29.50	\$295.00
3" Chemical Suction or Discharge Hose	\$28.00	\$180.00

Exhibit C, Rate Structure

SCHEDULE 1
HOURLY RATE PRICE SCHEDULE

Personnel and/or Equipment Type	Hourly Rate	Day Rate
3" Diaphragm Pump	\$39.00	\$250.00
3" Suction or Discharge Hose	\$15.00	\$90.00
3"X12' Absorbent Boom – Universal	\$70.00	Bale of 4
30 Gallon Over-pack	\$115.00	Each
36' Response Trailer	\$45.00	\$395.00
4 mil 20X100 Polyethylene	\$70.25	Each
4000-5000 Watt Generator	TBD	TBD
5"X1 0' Absorbent Boom- Petroleum	\$26.25	Each
50 Ton Lowboy	\$130.00	\$1,300.00
55 – Gallon Drum Liners, 10 mil	\$11.25	Each
55 – Gallon Drums	\$110.00	Each
6 mil 20X100 Polyethylene	\$425.00	Roll
6 mil Bags	\$4.75	Each
8"X1 0' Absorbent Boom – Petroleum	\$177.50	Each
95 Gallon Poly Over-pack	\$350.75	Each
Absorbent Pads Bundle – Petroleum	\$143.00	Box
Absorbent Pads Bundle – Universal	\$191.25	Box
Acid Suit	\$95.00	Each
Administrative Assistant	\$65.00	\$600.00
Air Blower	\$8.00	\$55.00
Air Filtration Panel	\$12.00	\$95.00
Air-hose Section	\$3.25	\$20.75
Airless Spray	\$35.00	\$275.00
Airline Respirator (includes 150' of Airline)	\$45.00	\$265.00
Asbestos Abatement Supervisor	\$70.00	\$700.00
Asbestos Abatement Worker	\$60.00	\$600.00
Asbestos Inspector	\$50.00	\$500.00
Backhoe	\$115.00	\$1,150.00
Backhoe Extend-a-hoe	\$115.00	\$1,150.00
Barrel Cart	\$5.25	\$27.50
Boot Covers	\$8.00	Pair
Box Truck	\$35.00	\$210.00
Bulldozer D4or Equivalent	\$105.00	\$1,050.00
Cascade Air System Per Employee	\$140.00	Day/Each
Caution/Hazard Tape	\$9.25	Each
Chemist	\$80.00	\$800.00
Circular Saw	\$7.50	\$30.00
Clerical	\$35.00	\$350.00
Climber with Gear	\$85.00	\$850.00
Combustible Gas Indicator	\$16.00	\$64.75

Exhibit C, Rate Structure

SCHEDULE 1
HOURLY RATE PRICE SCHEDULE

Personnel and/or Equipment Type	Hourly Rate	Day Rate
Cotton or Latex Gloves	\$0.70	Pair
Cutting Torch	\$40.00	\$201.75
Detector Tubes	\$180.00	Ten Pack
DOT Hazardous Waste Labels	\$1.40	Each
Drill with Bits	\$4.25	\$17.25
Duct Tape	\$5.00	Roll
Dump Truck	\$90.00	\$900.00
Electrical Cord Section (50')	\$12.50	\$52.00
Equipment Operator	\$55.00	\$550.00
Extension Ladders	\$9.50	\$42.75
Fiber Drums	\$75.75	Each
Field Hazardous Material Manager	\$135.00	\$1,350.00
Field Hazardous Material Technician	\$110.00	\$1,100.00
Field Project Foreman	\$95.00	\$950.00
Field Project Supervisor	\$85.00	\$850.00
Fire Extinguisher	\$25.00	\$125.00
First Aid Station	N/A	\$125.00
Flatbed Trailer	\$25.00	\$115.00
Foreman with Truck	\$65.00	\$650.00
Grounding Cable and Rod	\$4.00	\$15.00
Hand Auger, Stainless Steel	\$55.00	\$285.00
Hand Operated Transfer Pump	\$11.25	\$45.00
Hand Tools Per Employee (Shovels, brooms, etc.)	\$7.50	\$30.00
Handheld Radios	\$18.75	\$75.00
Hazardous Material Containment Area Foreman	\$70.00	\$700.00
Hazardous Material Containment Area Manager	\$85.00	\$850.00
Hazardous Material Containment Area Supervisor	\$70.00	\$700.00
Hazardous Material Containment Area Technician	\$50.00	\$500.00
Hazcat Kit	N/A	\$8,500.00
Health and Safety Specialist	\$85.00	\$850.00
Hearing Protection	\$0.35	Pair
HEPA Vac	\$92.00	\$552.00
High Hazard Personnel Decontamination	\$400.00	Kit
Inspector with Vehicle	\$42.50	\$425.00
Kappler Tape	\$15.00	Roll
Laborer	\$32.50	\$325.00
Leather Work Gloves	\$12.50	Pair
Level A Suit – Kappler Responder or Equal	\$800.00	Each
Level B Suite- Kappler Responder or Equal	\$350.00	Each
Low Hazard Personnel Decontamination	\$225.00	Each

Exhibit C, Rate Structure

SCHEDULE 1
HOURLY RATE PRICE SCHEDULE

Personnel and/or Equipment Type	Hourly Rate	Day Rate
Mechanized Broom	\$81.00	\$810.00
Nitrile Gloves	\$8.00	Pair
Noeprene Gloves	\$12.00	Pair
Office Trailer	\$29.50	\$339.25
Oil Dry	\$25.00	Per Bucket
Oil Dry Spreader	\$6.00	\$24.75
Operator with Chainsaw	\$45.00	\$450.00
Passenger Car	\$18.75	\$75.00
Peat Moss	\$45.00	Each Bag
Personal Protective Equipment/Level A Employee	N/A	\$240.00
Personal Protective Equipment/Level B Employee	N/A	\$46.00
Personal Protective Equipment/Level C Employee	N/A	\$30.00
Personnel Retrieval Harness	N/A	\$24.00
Personnel Retrieval System	N/A	\$140.00
Ph Paper	\$36.00	Pack
Photographic Equipment	\$37.50	\$150.00
Photoionization Detector	N/A	\$110.00
Pickup Truck	\$16.25	\$95.00
Pickup Truck, 1 Ton	\$21.00	\$125.00
Pickup Truck, 4X4	\$21.00	\$125.00
Pickup Truck, Extended Cab	\$16.25	\$95.00
Port a John	\$15.00	\$85.00
Portable Eyewash Station	N/A	\$38.00
Portable Light Stand (4000 Watt)	\$40.00	\$240.00
Pressure Washer	\$18.50	\$112.75
Project Coordinator	\$100.00	\$1,000.00
Project Engineer	\$95.00	\$950.00
Project Geologist	\$85.00	\$850.00
Proshield	\$5.00	Each
PVC Boots (Hazmat)	\$32.50	Pair
PVC Gloves	\$2.70	Pair
Rain Suit	\$35.00	Each
Regulatory Manager	\$75.00	\$750.00
Respirator Airline, 50' Section	N/A	\$175.00
Respirator Cartridges	N/A	\$35.00
Respirator Wipes	\$0.40	Each
Safety Superintendent	\$55.00	\$550.00
Saranex	\$25.00	Each
SCBA Bottle Refill	\$17.00	Each
Silvershield Gloves	\$12.00	Pair

Exhibit C, Rate Structure

SCHEDULE 1
HOURLY RATE PRICE SCHEDULE

Personnel and/or Equipment Type	Hourly Rate	Day Rate
Skid Steer	\$80.00	\$800.00
Small Compressor	\$9.00	\$72.50
Soda Ash Bag	\$30.00	Each
Spike Bar	\$4.25	\$20.75
Spill Classifier	\$18.00	Strip
Step Ladders	N/A	\$12.00
Superintendent with Truck	\$75.00	\$750.00
Survey Personnel with Vehicle	\$38.00	\$380.00
Tool Kit (Hammers, Pliers, Screwdrivers, etc.)	N/A	\$45.00
Toxic Gas Detector	\$31.25	\$125.00
Track-hoe 490 or Equivalent	\$145.00	\$1,450.00
Traffic Control Personnel	\$30.00	\$300.00
Traffic Control Vest, Cones, Flags, Barrels, etc.	\$51.25	\$310.00
Truck Driver	\$45.00	\$450.00
Tyvek	\$8.00	Each
Vacuum Truck, 3,500 Gallon	\$295.00	\$2,950.00
Vermiculite	\$30.00	Each
Water hose Section (Garden)	\$35.00	Each
Wheelbarrow	N/A	\$15.00
Wire Welder	\$43.25	\$258.75
Wrench Kit (Bung wrench, speed wrench, etc.)	N/A	\$25.00

Reference to RFP Scope of Services Items 2 thru 15			
2. Eligible ROW Vegetative Debris Removal Work consists of the collection and transportation of Eligible vegetative debris on the ROW to a County approved DMS location or County Designated Final Disposal Site.	Estimated Quantity Per Cubic Yard	\$ Per Cubic Yard	Total
Level 1 Local Storm (Tornado, Category 1-2 Hurricanes)	100,000	\$6.75	\$675,000.00
Level 2 Disaster (50% of County damaged, Cat. 3-4 Hurricanes)	600,000	\$7.50	\$4,500,000.00
Level 3 Disaster (Catastrophic damage countywide)	1,300,000	\$8.50	\$11,050,000.00
3. Eligible ROW C&D Debris Removal Work consists of the collection and transportation of Eligible C&D debris on the ROW to a County Designated Final Disposal Site.	Estimated Quantity Per Cubic Yard	\$ Per Cubic Yard	Total
Level 1 Local Storm (Tornado, Category 1-2 Hurricanes)	25,000	\$6.75	\$168,750.00
Level 2 Disaster (50% of County damaged, Cat. 3-4 Hurricanes)	100,000	\$7.50	\$750,000.00
Level 3 Disaster (Catastrophic damage countywide)	800,000	\$8.50	\$6,800,000.00
4. DMS Management and Reduction of Through Grinding Work consists of management and operation of DMS locations for the reduction of Eligible disaster related debris through grinding. Includes haul-out (scope of services item #6).	Estimated Quantity Per Cubic Yard	\$ Per Cubic Yard	Total
Level 1 Local Storm (Tornado, Category 1-2 Hurricanes)	100,000	\$5.50	\$550,000.00
Level 2 Disaster (50% of County damaged, Cat. 3-4 Hurricanes)	600,000	\$5.45	\$3,270,000.00
Level 3 Disaster (Catastrophic damage countywide)	1,300,000	\$5.35	\$6,955,000.00
5. DMS Management and Reduction of Through Air Curtain Incinerators Work consists of management and operation of DMS locations for the reduction of Eligible disaster related debris through air curtain incineration. Includes haul-out (scope of services item #6).	Estimated Quantity Per Cubic Yard	\$ Per Cubic Yard	Total
Level 1 Local Storm (Tornado, Category 1-2 Hurricanes)	100,000	\$5.25	\$525,000.00
Level 2 Disaster (50% of County damaged, Cat. 3-4 Hurricanes)	600,000	\$5.15	\$3,090,000.00
Level 3 Disaster (Catastrophic damage countywide)	1,300,000	\$5.05	\$6,565,000.00
6. Haul-out of Reduced Eligible Debris to a County Designated Final Disposal Site Work consists of loading and transporting reduced Eligible disaster related debris at a County approved DMS location to a County Designated Final Disposal Site. (*Based on outgoing CY from DMS)	Estimated Quantity	\$ Per Cubic Yard	Total
Cost for haul-out included in cubic yard prices for scope of services items #4 and #5. (*Haul-out prices for items #4 and #5 based on incoming CY to DMS)	25,000	\$4.25	\$106,250.00

7. Removal of Eligible Hazardous Leaning Trees and Eligible Hanging Limbs Work consists of removing Eligible hazardous leaning trees or hanging limbs and placing them on the safest possible location on the County ROW for collection under the terms and conditions of scope of services item 2, Eligible ROW Vegetative Debris Removal (Collect & Haul)	Estimated Quantity	\$ Per Tree	Total
6 inch to 12.99 inch diameter Eligible Leaning Tree	200	\$52.00	\$10,400.00
13 inch to 24.99 inch diameter Eligible Leaning Tree	150	\$92.00	\$13,800.00
25 inch to 36.99 inch diameter Eligible Leaning Tree	50	\$156.00	\$7,800.00
37 inch to 48.99 inch diameter Eligible Leaning Tree	20	\$212.00	\$4,240.00
49 inch and larger diameter Eligible Leaning Tree	10	\$340.00	\$3,400.00
Removal of Eligible Hanging Limbs >2"	1 to 10	\$100.00	\$100.00
Removal of Eligible Hanging Limbs >2"	11 to 40	\$100.00	\$100.00
Removal of Eligible Hanging Limbs >2"	41+	\$125.00	\$125.00
8. Removal of Eligible Hazardous Stumps Work consists of removing Eligible hazardous stumps and transporting resulting debris on the ROW to a County approved DMS location or County Designated Final Disposal Site.	Estimated Quantity	\$ Per Stump	Total
24.1 inches to 36.99 inch diameter Eligible Stump	10	\$125.00	\$1,250.00
37 inch to 48.99 inch diameter Eligible Stump	5	\$250.00	\$1,250.00
49 inch and larger diameter Eligible Stump	5	\$375.00	\$1,875.00
9. Eligible Household Hazardous Waste Removal, Transport and Disposal Work consists of the removal, transportation and proper disposal of Eligible Household Hazardous Waste (HHW) at a permitted Hazardous Waste TSDF	Estimated Quantity	\$ Per Gallon	Total
Liquid type hazardous material	1,000	\$12.00	\$12,000.00
10. Eligible Household Hazardous Waste Removal, Transport and Disposal Work consists of the removal, transportation and proper disposal of Eligible Household Hazardous Waste (HHW) at a permitted Hazardous Waste TSDF	Estimated Quantity	\$ Per Ton	Total
Solid type hazardous material	1,000	\$65.00	\$65,000.00
11. Eligible ROW White Goods Debris Removal (Collect & Haul) Work consists of the removal of Eligible white goods from the ROW to a designated County approved DMS location. The Contractor shall also be responsible for the transportation of Eligible white goods from the designated County approved DMS location to a County designated facility for recycling.	Estimated Quantity	\$ Per Unit	Total
Refrigerators and freezers requiring refrigerant recovery and decontamination	50	\$150.00	\$7,500.00

Washers, dryers, stoves, ovens, AC units, and hot water heaters	50	\$75.00	\$3,750.00
12. Eligible E-Scrap Item Removal Work consists of the recovery and recycling of Eligible E-Scrap such as televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the County.	Estimated Quantity	\$ Per Unit	Total
	2,000	\$95.00	\$190,000.00
13. Eligible Dead Animal Carcasses Work consists of the recovery and disposal of dead animal carcasses.	Estimated Quantity	\$ Per Pound	Total
	500	\$3.25	\$1,625.00
14. Other Debris Removal Work Work consists of the...	Estimated Quantity	\$ Per Cubic Yard	Total
Marine Debris Removal - The Contractor shall clear waterways of Eligible debris that is a direct result of a natural or manmade disaster (*Land-Based removal)	500	\$35.00	\$17,500.00
b. Sand Screening - The Contractor shall screen all sand to remove Eligible debris deposited as a result of a natural or manmade disaster	1,000	\$7.50	\$7,500.00
15. Eligible Demolition, Removal, Transport and Disposal of Non-RACM Structures Work consists of the decommissioning, demolition and disposal of Eligible Non-RACM Structures on public or private property and hauling the resulting debris to a County Designated Final Disposal Site. (*Up to 2,250 sq ft structure; prorated thereafter)	Estimated Quantity	\$ Per Structure	Total
Level 1 Local Storm (Tornado, Category 1-2 Hurricanes)	200	\$2,500.00	\$500,000.00
Level 2 Disaster (50% of County damaged, Cat. 3-4 Hurricanes)	2,500	\$2,500.00	\$6,250,000.00
Level 3 Disaster (Catastrophic damage countywide)	5,000	\$2,500.00	\$12,500,000.00
16. Eligible Demolition, Removal, Transport and Disposal of RACM Structures Work consists of the decommissioning, demolition and disposal of Eligible RACM Structures on public or private property and hauling the resulting debris to a County Designated Final Disposal Site. (*Up to 2,250 sq ft structure; prorated thereafter)	Estimated Quantity	\$ Per Structure	Total
Level 1 Local Storm (Tornado, Category 1-2 Hurricanes)	100	\$5,000.00	\$500,000.00
Level 2 Disaster (50% of County damaged, Cat. 3-4 Hurricanes)	500	\$5,000.00	\$2,500,000.00
Level 3 Disaster (Catastrophic damage countywide)	1,000	\$5,000.00	\$5,000,000.00
Total Estimated Cost of All Scope of Service Items:		72,604,215	

Personnel, Equipment and Materials (Emergency Push/Misc. Services) Price Schedule
 Supplemental/ n illary er l e ee edules olusia ounty lorida R P o P D

No.	Service Description	Size or Type /a	Unit	Unit Price
H001	Heavy Equipment (Operator, fuel, maintenance included)			
H002	Skid-Steer Loader (Mini-Loader)	Bobcat 753/Cat 216/JD 313	Hour	\$80.00
H003	Extendaboom Forklift w/ debris grapple	Bobcat V638/Cat TL642	Hour	\$115.00
H004	Backhoe, Wheel Loader, 1.0-1.5 CY	Cat 416E	Hour	\$95.00
H005	Backhoe, Wheel Loader, 2.0-3.0 CY	Cat 430E	Hour	\$115.00
H006	Backhoe, Extend-a-hoe (1.0 CY, 4WD, extendable)	JD310J/Cat 420E	Hour	\$95.00
H007	Wheel Loaders, 1.0-1.5 CY	Cat 908/JD 304/Case 321	Hour	\$100.00
H008	Wheel Loaders, 2.5-3.0 CY	Cat 930/JD 544/Vol L70	Hour	\$120.00
H009	Wheel Loaders, 3.0-4.5 CY	Cat 950/JD 644	Hour	\$140.00
H010	Wheel Loaders, 4.5-6.0 CY	Cat 966/JD 744/Vol L150	Hour	\$150.00
H011	Wheel Loaders, 6.0-7.0 CY	Cat 980/JD 844/Vol L180	Hour	\$175.00
H012	Tracked Loader (Trackhoe w/ misc. attachments)	Cat 320/JD 690/Kob ED190	Hour	\$145.00
H013	Towed Loader w/ Tractor	Prentice 210	Hour	\$150.00
H014	Knuckleboom Loader Truck (Self-Loading/Clam Truck)	25-35 CY Body	Hour	\$145.00
H015	Knuckleboom Loader Truck (Self-Loading/Clam Truck)	35-45 CY Body	Hour	\$167.00
H016	Dozer, Tracked	Cat D4	Hour	\$105.00
H017	Dozer, Tracked	Cat D5	Hour	\$115.00
H018	Dozer, Tracked	Cat D6	Hour	\$150.00
H019	Dozer, Tracked	Cat D7	Hour	\$175.00
H020	Dozer, Tracked	Cat D8	Hour	\$215.00
H021	Dozer, Tracked	Cat D10T	Hour	\$385.00
H022	Hydraulic Excavators, 1.5 CY	Cat 320	Hour	\$124.00
H023	Hydraulic Excavators, 2.5 CY	Cat 325	Hour	\$140.00
H024	Hydraulic Excavators, 3.5+ CY	Cat 330	Hour	\$161.00
H025	Excavator/Trackhoe, Rubber Tire (w/ debris grapple)	Cat 315C/JD 160C/Vol EC160	Hour	\$135.00
H026	Tractor w/ Box Blade (30-70 Hp)	JD 210L/Case 570M	Hour	\$65.00
H027	Motor Grader (w/ min 12' blade)	Cat 120G	Hour	\$130.00
H028	Off Road Truck (15-20 cy, 24MT)	Cat 725/JD 250D/Vol A25	Hour	\$165.00
H029	30 Ton Crane	Terex RT 335 (30MT), equal	Hour	\$245.00
H030	50 Ton Crane	Terex RT 550 (50MT), equal	Hour	\$325.00
H031	100 Ton Crane (8 hr minimum)	Terex HC110, KobCK1000	Hour	\$425.00
H032	Bucket Truck	Up to 50' reach	Hour	\$150.00
H033	Bucket Truck	40' to 75' reach	Hour	\$175.00
H034	Trash Transfer Trailer w/ Tractor	110 Yard	Hour	\$134.00
H035	Mechanized Broom	Street Sweeper	Hour	\$81.00
H036	Water Truck	2000 Gallon	Hour	\$91.00
H037	Service/Fuel Truck	Multi	Hour	\$85.00
H038	Diesel Forklift, 5k	5K	Hour	\$31.25
H039	Personnel Forklift, 5k	5K	Hour	\$34.50
H040	Forklift 1	6000 lb	Hour	\$36.88
H041	Forklift 2	8000 lb	Hour	\$33.13
H042	Forklift 3	10,000 lb	Hour	\$40.63
H043	Forklift 4	15,000 lb	Hour	\$65.63
H044	Forklift 5	25,000-35,000 lb	Hour	\$93.75
H045	Extended Boom Forklift	44,000 lb	Hour	\$45.63
H046	Forklift Carpet Poles	N/A	Day	\$35.00
H047	Forklift Loading Ramps	N/A	Day	\$375.00
H048	Pallet Grabber	w/ Chains	Hour	\$1.56
H049	Pallet Jack	N/A	Hour	\$6.25
H050	Electric Pallet Jack	N/A	Hour	\$16.88
H051	Dock Plates	N/A	Day	\$8.00
H052	Straight Mast Forklift	Rough Terrain	Hour	\$37.50
H053	Shooting Boom Forklift, 5k	Rough Terrain, 5k	Hour	\$51.88
H054	Shooting Boom Forklift, 6k	Rough Terrain, 6k	Hour	\$56.25
H055	Shooting Boom Forklift, 8k	Rough Terrain, 8k	Hour	\$61.88
H056	Shooting Boom Forklift, 9k	Rough Terrain, 9k	Hour	\$68.75
H057	Shooting Boom Forklift, 10k	Rough Terrain, 10k	Hour	\$81.25
H058	Forklift Propane Tank	N/A	Day	\$8.00
H059	Portable Loading Dock (w/ ramp and stairs)	20 x 20	Hour	\$46.88

Personnel, Equipment and Materials (Emergency Push/Misc. Services) Price Schedule
Supplemental/ n illary er i b ee edules olusia ounty lorida R P o P D

No.	Service Description	Size or Type /a	Unit	Unit Price
H060	Soil Compactor 81 HP+	Case/Cat/Wacker	Hour	\$81.00
H061	Soil Compactor 80 HP	Case/Cat/Wacker	Hour	\$75.00
H062	Soil Compactor, Towed Unit	Wacker	Hour	\$24.00
H063	Stump Grinder (30" diameter or less)	Vermeer 252	Hour	\$91.00
H064	Stump Grinder (greater than 30" diameter)	Vermeer 752	Hour	\$129.00
H065	Stump Grinder	Vermeer 60TX	Hour	\$145.00
H066	Chipper w/ 2 man crew	Morbark Storm	Hour	\$134.00
H067	Chipper/Mulcher (8" Throat)	Vermeer	Hour	\$45.00
H068	Chipper/Mulcher (12" Throat)	Vermeer	Hour	\$55.00
H069	12-Foot Tub Grinder	Morbark 1200/650 HP	Hour	\$425.00
H070	13-Foot Tub Grinder	Morbark 1300/850 HP	Hour	\$475.00
H071	14-Foot Tub Grinder	Diamond Z 1463/1600 HP	Hour	\$525.00
H072	Air Curtain Pit Burner (Self-contained)	N/A	Hour	\$52.00
H073	Air Curtain Refractory Incinerator	N/A	Hour	\$75.00
H074	12T Lowboy Trailer (Equip. Transport w/ Tractor)	12 Ton	Hour	\$59.00
H075	35T Lowboy Trailer (Equip. Transport w/ Tractor)	35 Ton	Hour	\$95.00
H076	50T Lowboy Trailer (Equip. Transport w/ Tractor)	50 Ton	Hour	\$130.00
H077	Truck Mounted Winch	Tow Truck	Hour	\$95.00
H078	Log Skidder	Cat 525B/JD 648E/G III	Hour	\$175.00
H079	Waste Collection Rear Loader Truck	N/A	Hour	\$145.00
H080	Vacuum Truck/Jetter	3500 Gallon	Hour	\$295.00
H081	Crash Truck w/Impact Attenuator	N/A	Hour	\$113.00
H082	Power Screen	N/A	Hour	\$200.00
H083	Stacking Conveyor	N/A	Hour	\$95.00
H084	<i>Hauling Vehicles (Operator, fuel, maintenance included)</i>			
H085	Dump Truck	5 to 15 CY	Hour	\$75.00
H086	Dump Truck	16 to 24 CY	Hour	\$80.00
H087	Dump Truck	25 to 34 CY	Hour	\$90.00
H088	Dump Truck (Trailer Dump w/ Tractor)	35 to 44 CY	Hour	\$95.00
H089	Dump Truck (Trailer Dump w/ Tractor)	45 to 54 CY	Hour	\$100.00
H090	Dump Truck (Trailer Dump w/ Tractor)	55 to 64 CY	Hour	\$115.00
H091	Dump Truck (Trailer Dump w/ Tractor)	65 to 74 CY	Hour	\$120.00
H092	Dump Truck (Trailer Dump w/ Tractor)	> 75 CY	Hour	\$125.00
H093	Walking Floor Trailer w/ Tractor	100 CY	Hour	\$155.00
H094	<i>Transportation Vehicles (Operator, fuel, maintenance NOT included; loaned vehicles, insurance included)</i>			
H095	Pickup Truck	1/2 Ton	Day	\$85.00
H096	Pickup Truck	3/4 Ton	Day	\$95.00
H097	Pickup Truck	1 Ton (4x4)	Day	\$125.00
H098	Box Truck	3/4 Ton	Day	\$210.00
H099	Utility Van	3/4 Ton	Day	\$95.00
H100	Passenger Van	9 Passenger	Day	\$85.00
H101	Passenger Car	Full size	Day	\$75.00
H102	Response Trailer	20 Foot	Day	\$395.00
H103	Response Trailer	30 Foot	Day	\$495.00
H104	Flatbed Trailer (40 ft)	GWV to 450	Day	\$115.00
H105	Mobile Fleet Repair	Equipment Config	Day	\$1,500.00
H106	<i>Personnel/Equipment</i>			
H107	Project Operations Manager	Individual	Hour	\$100.00
H108	Superintendent with Cell/Truck	Individual	Hour	\$75.00
H109	Supervisor with Cell/Truck	Individual	Hour	\$70.00
H110	Foreman with Cell/Truck	Individual	Hour	\$65.00
H111	Inspector with Cell/Vehicle	Individual	Hour	\$42.50
H112	Health/Safety or QC Manager with Pickup Truck	Individual	Hour	\$65.00
H113	Safety Superintendent	Individual	Hour	\$55.00
H114	Mechanic with Truck and Tools	Individual	Hour	\$75.00
H115	Climber with Gear	Individual	Hour	\$85.00
H116	Labor/Operator with Chainsaw/Tools	Individual	Hour	\$45.00
H117	Laborer with Tools	Individual	Hour	\$32.50

Personnel, Equipment and Materials (Emergency Push/Misc. Services) Price Schedule
Supplemental/ n ilitary er l e ee edules olusia ounty lorida R P o P D

No.	Service Description	Size or Type /a	Unit	Unit Price
H118	Traffic Control Personnel	Individual	Hour	\$30.00
H119	Ticket Writers	Individual	Hour	\$30.00
H120	Survey Personnel with Vehicle	Individual	Hour	\$38.00
H121	Project Engineer	Individual	Hour	\$95.00
H122	Equipment Operator	Individual	Hour	\$55.00
H123	Truck Driver	Individual	Hour	\$45.00
H124	Security Person (Unarmed)	Individual	Hour	\$45.00
H125	Security Person (Armed)	Individual	Hour	\$65.00
H126	Administrative Assistant	Individual	Hour	\$40.00
H127	Clerical	Individual	Hour	\$35.00
H141	Marine Resources (Fuel, maintenance included)			
H142	56' Shallow Draft Landing Craft with Crane	Crew of 2	Day	\$6,300.00
H143	40' Sectional Barge w/ Mounted Excavator & Push boat	With 2 man Crew	Day	\$7,000.00
H144	33' Fast Barge with Winch	Crew of 2	Day	\$4,200.00
H145	14' Utility Boat with Motor (Work Boat)	With 2 man Crew	Day	\$1,680.00
H146	12' Utility Boat with Motor (Work Boat)	With 2 man Crew	Day	\$1,120.00
H147	12' Utility Boat without Motor (Work Boat)	With 2 man Crew	Day	\$840.00
H148	Flat Bottom Boat w/ Motor 16' or less	Operator/Personnel not incl'd	Day	\$115.00
H149	Inflatable Raft/Zodiac Style w/ Motor	Operator/Personnel not incl'd	Day	\$224.25
H150	Landing Craft-22ft	22 foot	Day	\$454.25
H151	Landing Craft-28ft	28 foot	Day	\$561.20
H152	Tank Diver with Gear	Individual	Hour	\$168.00
H153	Hardhat Diver with Gear	Individual	Hour	\$700.00
H154	Scuba Bottle Refill (Air)	80	Each	\$17.00
H155	Air Pump with multi breathing lines	Brownie Lung	Day	\$560.00
H156	** Mob/Demob >16ft & Zodiac \$1600.00 each per unit; Mob Air Boat, and Landing Craft \$2,150.00 per unit			
H157	Miscellaneous Equipment/Items (Fuel, maintenance included, where applicable)			
H158	Transfer/Tow, handle of Typical Passenger Vehicle	2 Axle/4 Wheel (1Ton)	Each	\$250.00
H159	Transfer/Tow, handle of Recreational Vessel	Up to 24' in length	Each	\$325.00
H160	Transfer/Tow, handle of Recreational Vessel	24.1' to 48' in length	Each	\$425.00
H161	Traffic Control, Temp Single Lane Closure	N/A	Hour	\$145.00
H162	Traffic Control, Temp Road Closure	N/A	Hour	\$295.00
H163	Weighing Scales, Truck, Certified	Portable	Hour	\$55.00
H164	Light Tower (Portable light plant)	500 Watt Range	Day	\$45.00
H165	Light Tower (Portable light plant)	1000 Watt Range	Day	\$90.00
H166	Light Tower (Portable light plant)	2000 Watt Range	Day	\$105.00
H167	Light Tower (Portable light plant)	4000 Watt Range	Day	\$240.00
H168	Light Tower (Portable light plant w/ Generator)	500 Watt Range (w/Gen)	Day	\$138.00
H169	Light Tower (Portable light plant w/ Generator)	1000 Watt Range (w/Gen)	Day	\$187.50
H170	Light Tower (Portable light plant w/ Generator)	2000 Watt Range (w/Gen)	Day	\$225.00
H171	Light Tower (Portable light plant w/ Generator)	4000 Watt Range (w/Gen)	Day	\$457.50
H172	Office Trailer	40 Foot	Day	\$225.00
H173	Storage Container	40 Foot	Day	\$102.00
H174	Portable Eyewash Station	OSHA Spec	Day	\$38.00
H175	First Aid Station	OSHA Spec	Day	\$125.00
H176	Portable Toilet (Port a John)	Single	Week	\$275.00
H177	Observation Tower	USACE Spec	Each	\$3,500.00

Notes:

- a. Listed equipment type or equivalent (various manufactures).
1. Day rate represents 10 hour day (minimum).
2. Fuel surcharges may apply (negotiable at time of NTP).

First Response (Emergency Road Clearance-"First Push") Anticipated Crew Makeup /a
Supplemental/ n lly ar i s ee edules olusia ounty lorida R P o-UP ID

No.	Service Description	Unit	Unit Price /b	Unit Price /c	Unit Price /d
H001	Personnel & Equipment (Operator, fuel, maintenance included)				
H002	Small Loader or Lrg. Skidsteer, (Push machine, wheeled or rubber tracked)*	Hour	\$80.00	\$80.00	\$80.00
H014	Knuckleboom Loader Truck (Self-Loading-25-35 CY)	Hour	\$0.00	\$0.00	\$145.00
H086	Dump Truck (16 to 24 CY)	Hour	\$0.00	\$0.00	\$80.00
H109	Supervisor with Truck (1 man, will assist toss operations)	Hour	\$70.00	\$70.00	\$70.00
H116	Operators with Chainsaw (2 or 1 man crew, cut and toss)	Hour	\$45.00	\$45.00	\$45.00
H117	Laborer with Tools (1 man, toss)	Hour	\$0.00	\$32.50	\$32.50
H118	Traffic Control/Safety Personnel (2 man crew, as needed)	Hour	\$0.00	\$0.00	\$60.00
	Total Hourly:	Hour	\$195.00	\$227.50	\$512.50

Note: Fuel surcharges may apply (negotiable at time of NTP).

Notes:

*Hourly rate for other equipment that may be required to follow Schedule 2a-Supp Hourly Rates.

- Comprehensive list of rates follow in Schedule 2a; presented as guideline for total hourly "push" rate.
- Potential minimum crew composition, with skidsteer/bobcat (may vary).
- Potential minimum crew composition, with wheel loader (2-3 cy) (may vary).
- Potential maximum crew composition (may vary).

Beach Restoration, Canal Work, Waterways & Sunken Vessel Removal
 Supplemental to the Florida Department of Transportation Schedule of Rates for the State of Florida, R.P.O. 10-1-10

Beach/Lake Restoration

No.	Description	Unit	Price
M001	Collection of debris-laden sand from ROW, hauling to the processing screen and sand pile maintenance. Up to 15 mile haul to screen. Debris from screen to be hauled by cubic yard debris rate in contract.	Per Cubic Yard	\$7.50
M002	Berm/Beach Construction shall include transportation of screened sand to beach from screening site, including shaping of material on emergency berm. To include stockpile maintenance. Up to 15 miles haul from screen.	Per Cubic Yard	\$7.50
M003	Scrape and screen shall include the collection of debris laden sand from beach, processing it through screen, returning sand to beach and spreading sand on beach. Work to be performed on beach.	Per Cubic Yard	\$7.50

Bank/Canal Work

No.	Description	Unit	Price
M004	Bank/Canal Shoreline Restoration Note: To include any necessary excavation, compaction, fill and backfill of embankment soils and seeding, materials to restore banks to preexisting conditions insofar as possible.	Per Linear Foot	\$55.00
M005a	Canal/Marine Debris Removal (Land Based) /a	Per Cubic Yard	\$35.00
M005b	Canal/Marine Debris Removal (Marine Based) /a Note: Removal of storm generated debris from marine environments including streams, canals, and waterfronts by applicable land-based or marine-based processes. a. Price negotiated for special circumstances for canal and marine debris removal (incident specific).	Per Cubic Yard	\$325.00

Culvert/Storm Sewer/Drainage Ditch Work

No.	Description	Unit	Price
M006	Round Culvert		
M006a	Clean 21" & 24" Storm Sewer	Linear Foot	\$31.18
M006b	Clean 27" & 30" Storm Sewer	Linear Foot	\$37.51
M006c	Clean 36" Storm Sewer	Linear Foot	\$49.55
M006d	Clean 42" Storm Sewer	Linear Foot	\$56.25
M006e	Clean 48" Storm Sewer	Linear Foot	\$68.66
M006f	Clean 54" Storm Sewer	Linear Foot	\$86.76
M006g	Clean 60" Storm Sewer	Linear Foot	\$99.54
M006h	Clean 72" Storm Sewer	Linear Foot	\$144.25
M007	Box Culverts		
M007a	Clean 0 - 4 (Square Foot)	Linear Foot	\$26.04
M007b	Clean 4.01 - 9 (Square Foot)	Linear Foot	\$33.79
M007c	Clean 9.01 - 15 (Square Foot)	Linear Foot	\$41.66
M007d	Clean 15.01 - 20 (Square Foot)	Linear Foot	\$49.54
M007e	Clean 20.01 - 30 (Square Foot)	Linear Foot	\$57.41
M007f	Clean 31.01 - 40 (Square Foot)	Linear Foot	\$70.01
M007g	Clean 40.01 - 50 (Square Foot)	Linear Foot	\$77.89
M007h	Clean 50.01 - 60 (Square Foot)	Linear Foot	\$85.76
M007i	Clean 60.01 - 70 (Square Foot)	Linear Foot	\$90.49
M007j	Clean greater than 70 (Square Foot)	Linear Foot	\$96.79
M008	Clean Catch Basins	Each	\$95.00
M009	Clean Drainage Manholes	Each	\$125.00

Derelict/Sunken Vessel Removal

No.	Description	Unit	Price
M010	Marine Salvage Operations	Per Linear Foot	
M010a	Less than 20 feet		\$175.00
M010b	20 to 25 feet		\$252.00
M010c	25 to 30 feet		\$385.00
M010d	Greater than 30 feet		By Case
M011	Land Based Salvage Operations	Per Linear Foot	
M011a	Less than 20 feet		\$162.50
M011b	20 to 25 feet		\$234.00
M011c	25 to 30 feet		\$357.50
M011d	Greater than 30 feet		By Case

Note: Large vessels, houseboats or vessels within environmentally sensitive areas may require unexpected additional effort. Work may be negotiated on a case-by-case basis under such conditions.

Note: Fuel & Note: Fuel surcharges may apply (negotiable at time of NTP).

Emergency Drinking Water, Ice Supply & Supplemental Foods Price Schedules
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Drinking Water

No.	Description	Unit	Prices	
EW01	8.45 OZ. (250 mL) Units - 27 Units/Case (9 x 3 Packs/case) 135 Cases/Pallet			
	Cases	Pallets	Price/Case	Per Unit
EW01a	135-675	1-5	\$ 8.15	\$ 0.30
EW01b	810-1350	6-10	\$ 7.85	\$ 0.29
EW01c	1485-1500	11-20	\$ 7.65	\$ 0.28
EW02	1 Liter (1000mL) Units - 12 Units/Case 75 Cases/Pallet			
	Cases	Pallets	Price/Case	Per Unit
EW02a	75-375	1-5	\$ 9.75	\$ 0.81
EW02b	450-750	6-10	\$ 9.25	\$ 0.77
EW02c	825-1500	11-20	\$ 8.50	\$ 0.71
EW03	Bulk Potable Water Supply	Cost +23%		

Note:

Prices are F.O.B. Miami, FL or West Palm Beach, FL.

Ice & Reefer/Refrigeration Container Supply

No.	Description	Unit	Price
EI01	Packaged Ice Delivered (3, 5, 7 lbs)	Per pound	\$ 0.50
EI02	Packaged Ice (10 lbs)	Per bag	\$ 3.00
EI03	Packaged Ice (20 lbs)	Per bag	\$ 5.25
EI04	Additional Ground Mileage	Per mile	\$ 3.05
EI05	Standby Time in Excess of 2 Hours (Demurrage)	Per hour	\$ 84.50
EI06	Reefer/Refrigeration Containers*	Per mo (min)	\$ 2,502.50
EI07	Reefer/Morgue Equipment Rental	Per mo (min)	\$ 3,250.00

Note: Mobilization is \$5.25/mile.

Supplemental Food Sources (MRE)

No.	Description	Unit	Price
EM01	1. Meals Ready to Eat (MRE Regular): (8oz Entrée + Heater Element-72/Case)	Per meal	\$ 5.75
EM02	2. Meals Ready to Eat (MRE De Luxe): (8oz Entrée, 1 Drink, 1 Fruit Cup + Heater Element-12/Case)	Per meal	\$ 9.25
EM03	1. Sun Meadow Hot Meal (Entrée w/ heater):	One meal	\$ 7.75
EM04	2. Sun Meadow Hot Meal Pack (Meal kits):	One meal	\$ 9.75
EM05	3. Sun Meadow 3-meal Pack:	Per pack	\$ 23.50

Portable Toilets/Handwashing Stations

No.	Description	Unit	Price
EPH01	Mobile Toilet Unit (7 Stool)	Per week	\$ 8,875.00

Note: Mobilization/Installation at actual cost plus 23%. Handwash stations included.

General Notes:

Trucking and storing of above listed food items shall be invoiced at actual cost plus 23% mark up.

1. As ice and water represent scarce commodities following a storm event, specific terms and conditions
2. Prices are valid for an annual term, at which time prices require renegotiation.
3. Ice supply subject to availability. Every effort will be made to deliver packaged ice in the quantities

Product Standards: Ice provided under this contract shall be:

- (1) manufactured within no more than 120 calendar days of the date of delivery;
- (2) tube or crushed ice (block or shaved ice is not used);
- (3) manufactured in compliance with the Food and Drug Administration (FDA) Good Manufacturing Practices (GMP) of 21 C.F.R. 110, the International Packaged Ice Association (IPIA) st
- (4) manufactured by ice plants that use source water from a public water supply which is currently in
- (5) produced, packaged, transported, stored and handled in accordance with all applicable Federal, state and

Packaging: Ice shall be sealed in 5 to 20 pound plastic bags and stacked on pallets. Each pallet shall contain 2,000 pounds, net weight, of ice. A protective layer (slip sheet) of thick paper, plastic (6 mil) or waterproof

Note: Fuel surcharges may apply (negotiable at time of NTP).

Disaster Response Man Camps/Comfort Services Price Schedule
 Supplemental to the Florida Department of Transportation's Price Schedule for Disaster Response Man Camps/Comfort Services

Emergency Sleeping Quarters

Option 1 (MC01a)

1 - 168-Man Dormitory Structure Wood Floor w/ New Carpeting Air Conditioning/Combination Heating Units Power Generation Metal Halide Lighting Package 168 Mil-Spec Cots 2 - Personnel Doors Up to 4 Weeks Rental	Unit Rental Price \$ 174,104.04
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Option 2 (MC01b)

1 - 200-Man Tension Tent Wood Floor w/ New Carpeting Air Conditioning/Combination Heating Units Power Generation Metal Halide Lighting Package 200 Mil-Spec Cots 2 - Personnel Doors Up to 4 Weeks Rental	Unit Rental Price \$ 201,529.35
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Dining Facilities

Option 1 (MC02a)

1 - Dining Structure for 500 Wood Floor w/ EventPro Flooring Air Conditioning/Combination Heating Units Power Generation Metal Halide Lighting Package 2 - Personnel Doors 64 - 8' Banquet Tables 512 Folding Chairs Up to 4 Weeks Rental	Unit Rental Price \$ 132,810.48
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Option 2 (MC02b)

1 - Dining Structure for 350 Wood Floor w/ EventPro Flooring Air Conditioning/Combination Heating Units Power Generation Metal Halide Lighting Package 2 - Personnel Doors 44 - 8' Banquet Tables 352 Folding Chairs Up to 4 Weeks Rental	Unit Rental Price \$ 99,824.34
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Restroom Facilities

Option 1 (MC03)

Comp. Service Facilities	No.	Units for	Rental Price
Portable Toilet Facilities	MC03a	150-Person Camp	\$ 20,887.61
Daily Cleaning & Service	MC03b	250-Person Camp	\$ 33,741.11
4 Weeks Rental	MC03c	500-Person Camp	\$ 66,127.88

Shower Facilities

Option 1 (MC04)

1 - 14 Head Shower Trailer Unit Provides Shower Service for 350 People Each Unit Contains: Private Changing Stalls & 36" x 36" Shower Stalls Propane-fired boiler system On-board water storage Air Conditioning Trash Receptacles Up to 4 Weeks Rental	Unit Rental Price \$ 99,445.50
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Laundry Facility

Option 1 (MC05)

1 - 7 Unit Laundry Trailer Each Unit Contains: 7 - Trip Load Washer Units 8 - Front Load Dryer Units Hot and Cold Water Air Conditioning Folding Table Trash Receptacles Up to 4 Weeks Rental	Unit Rental Price \$ 99,445.50
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Notes:

- a. For Restroom Facilities for 500 person per day full service: \$40,177.50 per week for first week, \$33,791.00 for each additional week.
 b. For Shower Facilities (16 Head) for 500 person per day full service: \$68,915.00 per week for first week, \$61,543.00 for each additional week.
 c. For Laundry Facilities (16 Hood) for 500 person per day full service: \$70,345.00 per week for first week, \$62,947.50 for each additional week.

Cost Plus Man Camp Services	No.	Rate
Site Preparation	MC06	Provided by others or incident specific lump sum.
Fuel for Generators	MC07	See Schedule D.
Fresh Water Supply	MC08	Provided by others or incident specific lump sum.
Grey and Black Water Removal	MC09	Provided by others or incident specific lump sum.

Special Emergency Services	No.	Rate
Emergency Clinics and Support Personnel	MC10	Provided by others.

Notes: All pricing above assumes services for disaster/emergency situations. All pricing is for a minimum one-month rental. Quote includes all non-union labor and equipment needed for installation and take down of structures. Quote assumes staking into level asphalt or grass surface provided free of obstruction with direct semi-truck access within 50' of work site. Applicable sales taxes, permits, and fuel surcharges are not included. This proposal is subject to equipment availability at the time the notice to proceed is issued.

Temporary Sanitary Facilities	No.	Rate	Per Day	Per Week	Per Month
Comfort Station-8 stall units	MC011	One Time Mobilization	\$14,389.32	\$71,946.60	\$280,591.74
Comfort Station-25 ft BT Unit (6/3 stall units)	MC012	\$7,562.50	\$14,360.50	\$71,802.50	\$280,029.75
Shower Units 6 stall	MC013	\$7,562.50	\$10,905.18	\$54,525.90	\$212,651.01
Shower Units - 12 stall with 8 sinks	MC014	\$7,562.50	\$11,742.50	\$58,712.50	\$228,978.75
Portable Laundry Facilities	MC015	\$7,562.50	\$12,897.50	\$64,487.50	\$251,501.25

Note: All inclusive-personnel, water services, power and maintenance.

Misc. Shelter Supplies	No.	Unit	Rate	Delivery
Blankets (industry standard sizing) per hundred (100)	SS001	Per 100	\$18.00	\$3.50 per mile
Cots (Adult size) Price per hundred (100)	SS002	Per 100	\$81.00	\$3.50 per mile
Pillows w/case prices per hundred (100)	SS003	Per 100	\$225.00	\$3.50 per mile
Pillows w/case prices per thousand (1000)	SS004	Per 1000	\$1,750.00	\$3.50 per mile
Hygiene kits male/female price per hundred (100)	SS005	Per 100	\$350.00	\$3.50 per mile
Hygiene kits male/female price per thousand (1000)	SS006	Per 1000	\$1,750.00	\$3.50 per mile

Infant Commodities/Supplies	No.	Unit	Rate	Delivery
Diapers priced per thousand (infant)	IC001	Per 1000	\$715.50	Shipping included
Diapers priced per thousand (toddler)	IC002	Per 1000	\$432.00	Shipping included
Diapers priced per thousand (small child)	IC003	Per 100	\$540.00	Shipping included
Baby wipes (priced per case)	IC004	Per Case	\$157.25	Shipping included
Powder Formula - Infant - per case	IC005	Per Case	\$170.03	Shipping included
Infant milk per case	IC006	Per Case	\$303.97	Shipping included
Infant milk per case	IC007	Per Case	\$217.00	Shipping included
Pediatric per case	IC008	Per Case	\$147.14	Shipping included
Baby food/jar/variety priced per case	IC009	Per Case	\$17.62	Shipping included
Baby bottles with liners per 100	IC010	Per 100	\$132.17	Shipping included
Baby bottles with liners per 1000	IC011	Per 1000	\$1,310.72	Shipping included

Note: Fuel surcharges may apply (negotiable at time of NTP).

Disaster Response Man Camps/Comfort Services Price Schedule
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TYPED SUPPORT PACKAGES					
ITEM	QUANTITY	NIMS TYPING	DESCRIPTION	UNIT RATE	TOTAL AMOUNT
SUP001	1	NEMA TYPE I	POD SUPPORT PACKAGE (Commodity Distribution, NOT MEDICAL) 2 each all terrain extended reach forklifts, 4 each manual pallet jacks, 4 each 4000 watt light towers - self contained, 6 each 10X10' pop-up tents, 60 each folding chairs, 20 each folding tables, 4 each 24" warehouse fans, 20 each 100' 12/3 extension cords, 20 each 3-way splitters, 20 each 55 gallon plastic trash cans with lids. DAILY REFUELING SERVICES FOR EQUIPMENT. ALL SYSTEMS DELIVERED, INSTALLED AND DEMOBILIZED.	PER WEEK	\$17,691.00
SUP002	1	NEMA TYPE II	POD SUPPORT PACKAGE (Commodity Distribution, NOT MEDICAL) 1 each, all terrain extended reach forklifts, 4 each manual pallet jacks, 3 each 4000 watt light towers - self contained, 4 each 10X10' pop-up tents, 40 each folding chairs, 12 each folding tables, 4 each 24" warehouse fans, 10 each 100' 12/3 extension cords, 10 each 3-way splitters, 20 each 55 gallon plastic trash cans with lids. DAILY REFUELING SERVICES FOR EQUIPMENT. ALL SYSTEMS DELIVERED, INSTALLED AND DEMOBILIZED.	PER WEEK	\$12,127.00
SUP003	1	NEMA TYPE III	POD SUPPORT PACKAGE (Commodity Distribution, NOT MEDICAL) 1 each, all terrain extended reach forklifts, 2 each manual pallet jacks, 2 each 4000 watt light towers - self contained, 2 each 10X10' pop-up tents, 20 each folding chairs, 8 each folding tables, 4 each 24" warehouse fans, 8 each 100' 12/3 extension cords, 8 each 3-way splitters, 10 each 55 gallon plastic trash cans with lids. DAILY REFUELING SERVICES FOR EQUIPMENT. ALL SYSTEMS DELIVERED, INSTALLED AND DEMOBILIZED.	PER WEEK	\$7,861.00
SUP004	1	FL TYPE I	COOLING / COMFORT STATION 1 each all terrain extended reach forklift, 1 each manual pallet jack, 2 each 4000 watt light towers - self contained, 1 each 80 kW diesel generator, 2 each 40'X40' pole tents with side curtains and floors, 2 each 20 Ton Portable HVAC for Tents, 8 strings tent lighting, 150 each folding chairs, 40 each folding tables, 4 each 24" warehouse fans, 20 each 100' 12/3 extension cords, 20 each 3-way splitters, 20 each 55 gallon plastic trash cans with lids. DAILY REFUELING SERVICES FOR EQUIPMENT. ALL SYSTEMS DELIVERED, INSTALLED AND DEMOBILIZED.	PER WEEK	\$31,190.00
SUP005	1	FL TYPE II	COOLING / COMFORT STATION 1 each all terrain extended reach forklift, 1 each manual pallet jack, 2 each 4000 watt light towers - self contained, 1 each 80 kW diesel generator, 2 each 20'X20' pole tents with side curtains and floors, 1 each 20 Ton Portable HVAC for Tents, 4 strings tent lighting, 100 each folding chairs, 30 each folding tables, 4 each 24" warehouse fans, 20 each 100' 12/3 extension cords, 20 each 3-way splitters, 20 each 55 gallon plastic trash cans with lids. DAILY REFUELING SERVICES FOR EQUIPMENT. ALL SYSTEMS DELIVERED, INSTALLED AND DEMOBILIZED.	PER WEEK	\$23,700.00
SUP006	1	FL TYPE I	SHELTER SUPPORT PACKAGE (General Public) 1 each manual pallet jack, 2 each 4000 watt light towers - self contained, 4 each 52" warehouse fans, 20 each 100' 12/3 extension cords, 20 each 3-way splitters, 20 each 55 gallon plastic trash cans with lids. DAILY REFUELING SERVICES FOR EQUIPMENT. ALL SYSTEMS DELIVERED, INSTALLED AND DEMOBILIZED.	PER WEEK	\$6,341.00
SUP007	1	FL TYPE I-A	SHELTER SUPPORT PACKAGE (Special MEDICAL Needs) 1 each manual pallet jack, 2 each 4000 watt light towers - self contained, 2 each 20 Ton Portable HVAC with ducting for building, 8 each 52" warehouse fans, 40 each 100' 12/3 extension cords, 20 each 3-way splitters, 20 each 55 gallon plastic trash cans with lids. NOTE: GENERATOR MAY ALSO BE REQUIRED BUT WOULD NEED TO BE SIZED TO THE FACILITY. DAILY REFUELING SERVICES FOR EQUIPMENT. ALL SYSTEMS DELIVERED, INSTALLED AND DEMOBILIZED.	PER WEEK	\$16,637.00
SUP008	1	FL TYPE I	MOBILE / FIXED KITCHEN SUPPORT PACKAGE (W/ TENT PACKAGE) 1 each all terrain extended reach forklift, 1 each manual pallet jack, 4 each 4000 watt light towers - self contained, 1 each 80 kW diesel generator, 2 each 40'X40' pole tents with side curtains and floors, 2 each 20 Ton Portable HVAC for Tents, 8 strings tent lighting, 150 each folding chairs, 60 each folding tables, 4 each 52" warehouse fans, 40 each 100' 12/3 extension cords, 40 each 3-way splitters, 20 each 55 gallon plastic trash cans with lids. DAILY REFUELING SERVICES FOR EQUIPMENT. ALL SYSTEMS DELIVERED, INSTALLED AND DEMOBILIZED.	PER WEEK	\$39,210.00
SUP009	1	FL TYPE II	MOBILE / FIXED KITCHEN SUPPORT PACKAGE (NO TENTS) 1 each all terrain extended reach forklifts, 1 each manual pallet jack, 2 each 4000 watt light towers - self contained, 1 each 80 kW diesel generator, 4 each 52" warehouse fans, DAILY REFUELING SERVICES FOR EQUIPMENT. ALL SYSTEMS DELIVERED, INSTALLED AND DEMOBILIZED.	PER WEEK	\$20,180.00
SUP010	1	FL TYPE I	SANPAC (Sanitation Package) 3600 PERSONS PER DAY 20 each porta potties, 4 each ADA potties, 8 each hand wash stations, 2 each 30 Cu Yd roll-off dumpster. All with TWICE DAILY supplies and service. ALL SYSTEMS DELIVERED, INSTALLED AND DEMOBILIZED.	PER WEEK	\$8,388.00
SUP011	1	FL TYPE II	SANPAC (Sanitation Package) 1800 PERSONS PER DAY 10 each porta potties, 2 each ADA potties, 4 each hand wash stations, 1 each 30 Cu Yd roll-off dumpster. All with DAILY supplies and service. ALL SYSTEMS DELIVERED, INSTALLED AND DEMOBILIZED.	PER WEEK	\$6,254.00
SUP012	1	FL TYPE III	SANPAC (Sanitation Package) 1000 PERSONS PER DAY 6 each porta potties, 1 each ADA potties, 3 each hand wash stations, 2 each 3 Cu Yd dumpster. All with DAILY supplies and service. ALL SYSTEMS DELIVERED, INSTALLED AND DEMOBILIZED.	PER WEEK	\$5,882.00
SUP013	1	FL TYPE IV	SANPAC (Sanitation Package) 500-750 PERSONS PER DAY 4 each porta potties, 1 each ADA potties, 2 each hand wash stations, 1 each 3 Cu Yd dumpster. All with DAILY supplies and service. ALL SYSTEMS DELIVERED, INSTALLED AND DEMOBILIZED.	PER WEEK	\$3,187.00
SUP014	1	FL TYPE I	SITE PREPARATION PACKAGE (Team to prepare a site to accept equipment, staging area, Base Camp, Shelter System, MDRS etc.) Package to prepare a 50-acre site. Debris clearance, debris haul away, grading and leveling area packing/compressing with water and roller. Must include personnel and equipment to accomplish work in 72-hours. (PLANNING Assumption: 1 Acre = 4,840 Square Yards. Volume of 90% light vegetation & 10% C&D debris per acre at 1' high = 4,840 CY/AC X 50 Acres = 242,000 CY)	FLAT RATE	\$5,500,000.00
SUP015	1	FL TYPE II	SITE PREPARATION PACKAGE (Team to prepare a site to accept equipment, staging area, Base Camp, Shelter System, MDRS etc.) Package to prepare a 25-acre site. Debris clearance, debris haul away, grading and leveling area packing/compressing with water and roller. Must include personnel and equipment to accomplish work in 60-hours. (PLANNING Assumption: 1 Acre = 4,840 Square Yards. Volume of 90% light vegetation & 10% C&D debris per acre at 1' high = 4,840 CY/AC X 25 Acres = 121,000 CY)	FLAT RATE	\$2,750,000.00
SUP016	1	FL TYPE III	SITE PREPARATION PACKAGE (Team to prepare a site to accept equipment, staging area, Base Camp, Shelter System, MDRS etc.) Package to prepare a 10-acre site. Debris clearance, debris haul away, grading and leveling area packing/compressing with water and roller. Must include personnel and equipment to accomplish work in 48-hours. (PLANNING Assumption: 1 Acre = 4,840 Square Yards. Volume of 90% light vegetation & 10% C&D debris per acre at 1' high = 4,840 CY/AC X 10 Acres = 48,400 CY)	FLAT RATE	\$1,100,000.00
SUP017	1	FL TYPE IV	SITE PREPARATION PACKAGE (Team to prepare a site to accept equipment, staging area, Base Camp, Shelter System, MDRS etc.) Package to prepare a 5-acre site. Debris clearance, debris haul away, grading and leveling area packing/compressing with water and roller. Must include personnel and equipment to accomplish work in 24-hours. (PLANNING Assumption: 1 Acre = 4,840 Square Yards. Volume of 90% light vegetation & 10% C&D debris per acre at 1' high = 4,840 CY/AC X 5 Acres = 24,200 CY)	FLAT RATE	\$550,000.00

Emergency Power Generation Rental Price Schedule**Supplemental/Ancillary Service Fee Schedules: Volusia County, Florida (RFP No. 11-P-75JD)****Rental Per Day/Week**

No.	Units (Generator Size)	Per Day (24 hr Per Week		Per Month
G001	25 kW Generator	\$ 337.33	\$ 1,012.00	\$ 3,036.00
G002	56 kW Generator	\$ 479.17	\$ 1,437.50	\$ 5,031.50
G003	100 kW Generator	\$ 670.83	\$ 2,012.50	\$ 6,900.00
G004	175 kW Generator	\$ 1,169.17	\$ 3,507.50	\$ 12,765.00
G005	250 kW Generator	\$ 1,701.00	\$ 5,103.00	\$ 19,176.50
G006	320 kW Generator	\$ 1,701.00	\$ 5,103.00	\$ 19,176.50
G007	500 kW Generator	\$ 2,506.00	\$ 7,518.00	\$ 27,959.50
G008	800 kW Generator	\$ 3,517.08	\$ 10,551.25	\$ 39,459.50
G009	1000 kW Generator	\$ 4,528.17	\$ 13,584.50	\$ 50,959.50
G010	1500 kW Generator	\$ 6,802.54	\$ 20,407.61	\$ 76,555.02

*Additional equipment rates available upon request.

Notes:

1. Transportation and fuel charges not included.
2. Usage charge is calculated from "portal to portal".
3. Hookup/disconnect, cables and distribution boxes not included.
4. Minimum usage charge of 3 days.
5. Includes service and maintenance.
6. Client agrees to start billing upon NTP regardless of signature on delivery at destination.

No.		Day	Week	Month
G050	Tails	\$ 7.07	\$ 14.15	\$ 21.22
G051	Cables (400 amp) 50ft	\$ 106.09	\$ 176.81	\$ 530.44

Note: Items subject to availability. Fuel surcharges may apply (negotiable at time of NTP).

Air Conditioning & Heater Units

Supplemental/Ancillary Service Fee Schedules: Volusia County, Florida (RFP No. 11-P-75JD)

Air Conditioning Units

Rental Per Day/Week

No.	Units (Size)	Per Day (24 hr Per Week)	
AC001	5 ton Unit	\$ 360.00	\$ 900.00
AC002	10 ton Unit	\$ 870.20	\$ 2,175.50
AC003	20 ton Unit	\$ 990.00	\$ 2,475.00
AC004	35 ton Unit	\$ 1,961.14	\$ 4,902.86
AC005	40 ton Unit	\$ 2,508.00	\$ 6,270.00
AC006	80 ton Unit	\$ 3,200.00	\$ 8,000.00
AC007	Air Conditioning Technician/Other	\$ 960.00	\$ 6,720.00

Notes:

Air Conditioning units priced to include mobilization and demobilization costs which include the unit arriving fully fueled (when applicable) upon delivery. Subsequent fueling will be the responsibility of the client.

Heater Unit - Electric

Rental Per Day/Week

No.	Units (Generator Size)	Per Day (24 hr Per Week)	
HU001	15 KW Heater	\$ 283.33	\$ 850.00
HU002	60 KW Heater	\$ 306.67	\$ 920.00
HU003	75 KW Heater	\$ 400.00	\$ 1,200.00
HU004	150 KW Heater	\$ 633.33	\$ 1,900.00
HU005	360 KW Heater	\$ 916.67	\$ 2,750.00
HU006	Electric Heater Technician/Other	\$ 960.00	\$ 6,720.00

Heater Unit - Direct/Indirect

Rental Per Day/Week

No.	Units (Generator Size)	Per Day (24 hr Per Week)	
HU007	450,000 BTU - Indirect fired unit (Propane/Nat	\$ 283.33	\$ 850.00
HU008	500,000 BTU - Indirect fired unit (oil/petroleum	\$ 306.67	\$ 920.00
HU009	1,500,000 BTU - Direct fired unit (Propane/Nat	\$ 400.00	\$ 1,200.00
HU010	Heating Unit - Direct/Indirect Technician/Other	\$ 633.33	\$ 1,900.00

Notes:

Heating units priced to include mobilization and demobilization costs which include the unit arriving fully fueled (when applicable) upon delivery. Subsequent fueling will be the responsibility of the client.

Emergency Fuel Delivery/Management Price Schedule

Supplemental/Ancillary Service Fee Schedules: Volusia County, Florida (RFP No. 11-P-75JD)

No.	Item/Equipment	Description	Net Rates	Rental/Labor Rate	Unit
F001	550 gallon dual wall tank	Portable Storage	\$75.00	\$102.38	Per day
F002	1,000 gallon single wall tank	Portable Storage	\$85.00	\$163.90	Per day
F003	1,000 gallon dual wall tank	Portable Storage	\$95.00	\$191.40	Per day
F004	6,000 gallon or greater tank	Portable Storage	\$150.00	\$204.75	Per day
F005	12 Volt Fill-Rite Pump	Fuel Pump 13	\$20.00	\$27.30	Per day
F006	Portable Tank Delivery/Pickup	Delivery/Pickup	\$150.00	\$204.75	Per hour
F007	Portable Tank Cleanout Fee	Cleanout of po	\$400.00	\$546.00	Per service
F008	Truck with Man	Transport Truck	\$175.00	\$252.66	Per hour*
F009	Fuel Tank Trailer Only	7,500 to 8,500	\$600.00	\$819.00	Per day
F010	Mobile Fuel Station	12,000 Gal cap	\$175.00	\$389.40	Per hour*
F011	Frac Tank	20,000 gallon	\$200.00	\$273.00	Per day
F012	Labor	Man to operate	\$75.00	\$102.38	Per hour

Note: Additional Storage Tanks ranging from 250 to 20,000 gallons are available upon request

* Requires 24 hour minimum

No.	Item	Description	Purchase Price /b	Unit
F100	Fuel	Gasoline/Diesel/Aviation Fuel	OPIS Rack Daily Average Price + \$0.85	Per gallon

Notes:

- Rental/Labor Rate begins when equipment or labor leaves the facility and ends upon its return to the same facility. Reasonable lodging expense may apply.
- Fuel rate based on daily published average gasoline and diesel rack prices from Oil Price Information Service Net (OPISNet.com) for Houston, Texas (OPIS rack city), plus applicable federal, state and local taxes, delivery, administration and overhead costs. Aviation fuel based on OPISNet Jet Fuel Report for Gulf Coast Market (5 Day Average), plus applicable fees, federal, state and local taxes.

Description of service:

A self contained generator powered system designed to meet the emergency fuel response needs of government and commercial entities. This unit combines high volume fuel dispensing capabilities along with maximum portability features.

Features:

- Total fuel storage capacity -12,000 gallons (One 10K tank and two 1K tanks)
- Tanks are dual walled (secondary containment) & are Flameshield NFPA 30 rated.
- Mounted on a 53' drop deck trailer
- Six high volume fueling points with hoses on reels
- Fueling points have meter registers
- Grounding cable for vehicle re-fueling
- 20KW diesel generator
- Lights for night fueling
- No special transportation permits required
- Equipped with spill response kits.
- Air compressor
- Lubricants storage tank with dispenser

Emergency Satellite Telephone/Communication Services Price Schedule
Supplemental/Ancillary Service Fee Schedules: Volusia County, Florida (RFP No. 11-P-75JD)

Satellite Phone Service

No.	Description	Rate	Unit
SAT01	Per Satellite Phone	\$21.00	Per Day
SAT02	Per Satellite Phone	\$115.00	Per Week
SAT03	Per Satellite Phone	\$400.00	Per Month
SAT04	Usage Cost, per phone	\$2.50	Per minute

Note: 24/7 service. Vendor is GMPCS Personal Communications Outfitter Satellite, Inc. Carrier: Iridium, Iridium 950 series.

Satellite Internet Service

Self-Contained Trailer Equipment

No.	Duration	Monthly Cost
INT01	3 month	\$5,405.24
INT02	6 month	\$4,052.24
INT03	9 month	\$2,699.24
INT04	12 month	\$1,346.24

Bandwidth

No.	Service	Monthly Cost
INT20	Disaster Response	\$2,231.10

No.	Bandwidth Service	Contention	Upload (Kbps)	Download (Mbps)	VoIP lines	Users
INT21	Disaster Response	10	768	2	6	10 to 20

Description of services:

Self-contained trailer auto deploy

This unit was designed to be a self-contained mobile unit that is weatherized. This unit is ideal for businesses that need ultimate mobility with rapid deployment. The following equipment comes standard on each unit:

- 4'x 6' enclosed trailer
- 9,000 watt electric start generator
- Andrew Smart-Ad 3 watt 1.2 meter auto deploy satellite earth station
- VSAT 3100 internet modem
- Motorola HotZone Duo Mesh Wireless Router (MWR)
- Universal power controller battery backup

Self-contained trailer mounted

This unit was designed to be a self-contained mobile unit that is weatherized. The following equipment comes standard on each unit:

- 4'x 6'x 6' enclosed trailer
- 9,000/9,000 watt electric start generator
- Andrew 4 watt 1.2 meter satellite dish
- VSA VSAT 3100 internet modem
- Motorola HotZone Duo Mesh Wireless Router (MWR)
- Univ Universal power controller battery backup

The following services are available within the program:

- Broadband Internet
- Canopy Networks
- VoIP Telephone and Fax
- Cell Phone Repeaters

Each satellite unit will be equipped to provide wireless broadband internet. The units are scalable so that additional wireless access points can be added. Each unit will have sufficient bandwidth to easily support 15 concurrent internet users from the base system. If necessary, additional units can be brought in to support a larger camp population.

Voice-over-internet protocol ("VoIP") telephone and fax service will be available as an optional service with each satellite unit. This service can handle one to eight voice lines per unit. Cell phone repeaters for Nextel and Cingular networks are also available as an optional item.

Note: Services subject to availability. Alternative configurations may be substituted.

Temporary Office Trailers, Mobile Command Center Price Schedule
Supplemental/Ancillary Service Fee Schedules: Volusia County, Florida (RFP No. 11-P-75JD)

Office Trailers

Single Unit

Dimensions: Width = 8', Unit Length = 20'

No.	Category	Rate (Net)	Rate	Unit
OT01a	Setup Fee:	\$1,150.00	\$ 1,485.23	One time
OT01b	Single Unit	\$384.00	\$ 516.10	Per month

Single Unit

Dimensions: Width = 8', Unit Length = 28'

No.	Category	Rate (Net)	Rate	Unit
OT02a	Setup Fee:	\$1,280.00	\$ 1,653.12	One time
OT02b	Single Unit	\$469.00	\$ 630.34	Per month

Single Unit

Dimensions: Width = 10', Unit Length = 24'

No.	Category	Rate (Net)	Rate	Unit
OT03a	Setup Fee:	\$1,705.00	\$ 2,202.01	One time
OT03b	Single Unit	\$594.00	\$ 798.34	Per month

Chemical Toilets Price Schedule

No.	Description	Rate	Unit
POJ01	Port-o-let (per unit)	\$ 1,180.00	\$ 1,848.00 Per month
POJ02	Port-o-let (per unit)	\$ 1,180.00	\$ 72.60 Per day

Note: Plus \$4.25 per mile delivery. Set up, daily service, equipment rental, and pick up/breakdown included.

Misc. Office Supplies

No.	Description	Rate	Unit
OS01	Phone	\$ 19.64	Each
OS02	Fax	\$ 88.94	Each
OS03	2 x 2 way radio	\$ 34.65	Each
OS04	Desktop Copier	\$ 225.23	Each
OS05	Folding Chair	\$ 40.43	Each
OS06	Folding Table	\$ 98.18	Each
OS07	Small Refrigerator	\$ 323.40	Each

Note: Items subject to availability. Fuel surcharges may apply (negotiable at time of NTP).

Emergency Pumping Units Price Schedule

Supplemental/Ancillary Service Fee Schedules: Volusia County, Florida (RFP No. 11-P-75JI)

Rental Per Hour/Day (Basic Package)

No.	Description (Pump Size)	Rate (Per Day)	Rate (Per Hour) ^{/a}
EP001	4" Trash Pump Package	\$ 1,089.05	\$ 90.75
EP002	6" Trash Pump Package	\$ 1,654.85	\$ 137.90
EP003	6" Hydraulic Pump with Power Pack	\$ 1,216.70	\$ 101.39
EP004	8" Hydraulic Pump with Power Pack	\$ 1,818.15	\$ 151.51
EP005	10" Hydraulic Pump with Power Pack	\$ 2,299.25	\$ 191.60
EP006	12" Hydraulic Pump with Power Pack ^{/b}	\$ 2,695.95	\$ 224.66
EP007	12" Centrifugal Pump (up to 115 ft total head)	\$ 1,870.00	\$ 155.83
EP008	18" Centrifugal Pump (up to 200 ft total head)	\$ 2,810.00	\$ 234.17
EP009	24" Axial Flow (up to 120 ft total head) ^{/b}	\$ 3,145.00	\$ 262.08

Notes:

1. Transportation, mobilization/demobilization charges not included (to be charged cost plus).
2. Includes suction and discharge hoses.
3. Includes installation, service and routine maintenance.
4. Pump watch services, as applicable, \$910.00 per day per pump.
5. A minimum pump usage charge of 12 hours (day rate) will be effective upon official client Notice to Proceed, Task Order, Purchase/Deployment Order or work area relocation request or other reasonably unnecessary interference (once deployed) whether pumps are operational or not (with the exception of routine maintenance and/or pump or operator failure). Pump down time attributed to client relocation requests or cease orders to accommodate some other activity will be a
6. Surplus pumps officially authorized for deployment by the client and not utilized will be subject to a minimum usage charge.
7. Items subject to availability.

- a. Rate per day is effective rate per 12 hour period.
b. Ten (10) day minimum applies to pump services.

Note: Fuel surcharges may apply cost plus (negotiable at time of NTP/Work Order, as applicable).

Drying In, Decontamination, Mold Remediation, Restoration Price Schedule
Supplemental/Ancillary Service Fee Schedules: Volusia County, Florida (RFP No. 11-P-75JD)

Categories/Descriptions

No.	Labor	Unit	Net Rate Rate	
REM001	Project Consultant (PC)	Hour	\$125.00	\$159.00
REM002	Project Executive (PE)	Hour	\$100.00	\$128.00
REM003	Project Manager (PM)	Hour	\$60.00	\$77.00
REM004	Health & Safety Officer (HSO)	Hour	\$60.00	\$77.00
REM005	Technical Specialist (Superintendent) (TS)	Hour	\$55.00	\$70.00
REM006	Drying Technical (DT)	Hour	\$55.00	\$70.00
REM007	Equipment Operator (EO)	Hour	\$45.00	\$57.00
REM008	Remediation Worker (RW)	Hour	\$37.50	\$48.00
REM009	General Labor (GL)	Hour	\$29.00	\$37.00
REM010	Field Auditor (FA)	Hour	\$40.00	\$51.00

No.	Supplies/Consumables	Unit	Net Rate Rate	
REM020	Adhesive Remover	Gallon	\$77.00	\$98.00
REM021	Anti-Microbial Coating	Gallon	\$65.00	\$83.00
REM022	Anti-Microbial Disinfectant (Concrete Pre Mixe	Gallon	\$3.75	\$5.00
REM023	Anti-Microbial Disinfectant (MicroBan RTU)	Gallon	\$45.00	\$57.00
REM024	Bags, Trash	Roll	\$75.00	\$96.00
REM025	Bags, Trash Environmental	Roll	\$85.00	\$108.00
REM026	Box, Storage Cardboard	Each	\$7.00	\$9.00
REM027	Brush, Long Handle/Scrub	Each	\$9.00	\$11.00
REM028	Camera (Disposable, 27 exp. includes developm	Each	\$29.95	\$38.00
REM029	Cleaner, General and all purpose	Gallon	\$24.00	\$31.00
REM030	Cleaner, Electronic Grade	Gallon	\$50.00	\$64.00
REM031	Decontamination Unit, Disposable	Each	\$334.00	\$426.00
REM032	Duct, Lay Flat (500')	Roll	\$375.00	\$478.00
REM033	Fuel	Gallon	Cost + See Sched D.	
REM034	Negative Air Filters (Prefilters)	Each	\$3.00	\$4.00
REM035	Negative Air Filters (Pleated)	Each	\$6.00	\$8.00
REM036	Negative Air Filters (Main HEPA)	Each	\$180.00	\$230.00
REM037	Poly Sheeting, Fire Retardant	Roll	\$100.00	\$128.00
REM038	Poly Sheeting, Reinforced	Roll	\$150.00	\$191.00
REM039	Rags, Cotton Cloth	Box	\$50.00	\$64.00
REM040	Respirator Cartridges, Negative Pressure (Half-F	Pair	\$10.00	\$13.00
REM041	Respirator Cartridge, PAPR (Full-Face)	Each	\$12.50	\$16.00
REM042	Spray Bottle w/ Trigger	Each	\$3.50	\$4.00
REM043	Sprayue	Can	\$2.50	\$3.00
REM044	Sponges, Soot Absorbtion	Each	\$2.25	\$3.00
REM045	Suit, Disposable	Each	\$2.25	\$3.00
REM046	Suit Tyvek	Each	\$6.00	\$8.00
REM047	Tape, Duct	Roll	\$5.45	\$7.00
REM048	Terry Wipes	Pound	\$6.00	\$8.00
REM049	Towels	Case	\$30.00	\$38.00

No.	Drying Equipment	Unit	Net Rate Rate	
REM070	Dehumidification Unit (50cfm-100cfm)	Each	\$70.00	\$91.00
REM071	Dehumidification Unit (110cfm-200cfm)	Each	\$115.00	\$149.00
REM072	Dehumidification Unit (220cfm-300cfm)	Each	\$135.00	\$175.00
REM073	Dehumidification Unit (500cfm-600cfm)	Each	\$295.00	\$382.00
REM074	Dehumidification Unit (1000cfm)	Each	\$515.00	\$667.00
REM075	Dehumidification Unit (2000cfm-2250cfm)	Each	\$995.00	\$1,289.00
REM076	Dehumidification Unit (3500cfm)	Each	\$200.00	\$259.00
REM077	Dehumidification Unit (4500cfm-5000cfm)	Each	\$275.00	\$356.00
REM078	Dehumidification Unit (6000cfm)	Each	\$350.00	\$453.00
REM079	Dehumidification Unit (8500cfm)	Each	\$875.00	\$1,133.00
REM080	Dehumidification Unit (15,000cfm)	Each	\$250.00	\$324.00

No.	Miscellaneous Equipment	Unit	Net Rate Rate	
REM100	40 Ton AC Unit	Each	\$810.00	\$1,049.00
REM101	100 Ton Chiller Unit	Each	\$895.00	\$1,159.00
REM102	200 Ton Chiller Unit	Each	\$710.00	\$919.00
REM103	Air Compressor (110 psi)	Each	\$30.00	\$39.00
REM104	Air Compressor (125 psi)	Each	\$170.00	\$220.00
REM105	Air Mover	Each	\$25.00	\$32.00

Drying In, Decontamination, Mold Remediation, Restoration Price Schedule
Supplemental/Ancillary Service Fee Schedules: Volusia County, Florida (RFP No. 11-P-75JD)

Categories/Descriptions

REM106	Buffer, Floor	Each	\$30.00	\$39.00
REM107	Cart, Tilt/Demolition	Each	\$20.00	\$26.00
REM108	Dolly, 2-Whl/4-Whl/Drm/Whlbr	Each	\$5.00	\$6.00
REM109	Electrical Dist. Panel (Spider Box)	Each	\$55.00	\$71.00
REM110	Electrical Kit (Ext. Cord GFI, Surge Protector	Each	\$4.60	\$6.00
REM111	Extraction Unit (Portable)	Each	\$125.00	\$162.00
REM112	Extraction Unit (Trailer)	Each	\$450.00	\$583.00
REM113	Filtration Unit	Each	\$25.00	\$32.00
REM114	Fire Extinguisher	Each	\$3.50	\$5.00
REM115	First Aid Kit	Each	\$2.50	\$3.00
REM116	Floor Kit (Mop, Bucket, Broom, Rake, Scraper,	Each	\$12.00	\$16.00
REM117	Freight	Each	\$2.95	\$4.00
REM118	HEPA Filtration Unit (10,000cfm)	Each	\$300.00	\$389.00
REM119	HEPA Filtration Unit (2,000cfm)	Each	\$95.00	\$123.00
REM120	Light, Portable	Each	\$2.50	\$3.00
REM121	Light, Stand	Each	\$15.00	\$19.00
REM122	Light, String	Each	\$10.00	\$13.00
REM123	Mobile Command Center	Each	\$445.00	\$576.00
REM124	Negative Pressure Recorder	Each	\$50.00	\$65.00
REM125	Ozone Machine	Each	\$120.00	\$155.00
REM126	Power Hand Tools (Sawzall, Circular Saw, Dri	Each	\$10.00	\$13.00
REM127	Pump, Small	Each	\$40.00	\$52.00
REM128	Pump, Flood	Each	\$135.00	\$175.00
REM129	Respirator, Negative Pressure (Half Face)	Each	\$5.00	\$6.00
REM130	Respirator, PAPR (Full Face)	Each	\$25.00	\$32.00
REM131	Radio, Job Site	Each	\$10.00	\$13.00
REM132	Shower/Wash Station	Each	\$15.00	\$19.00
REM133	Sprayer, Airless	Each	\$65.00	\$84.00
REM134	Thermal Image Camera	Each	\$50.00	\$65.00
REM135	Trailer	Each	\$115.00	\$149.00
REM136	Truck, 24ft	Each	\$95.00	\$123.00
REM137	Truck, Pick-Up	Each	\$65.00	\$84.00
REM138	Truck, Water Extraction	Each	\$200.00	\$259.00
REM139	Vacuum, (Wet/Dry)	Each	\$25.00	\$32.00
REM140	Vacuum, HEPA	Each	\$75.00	\$97.00
REM141	Van/Bus	Each	\$95.00	\$123.00
REM142	Vent/Wall Cavity Drying Unit	Each	\$350.00	\$453.00
REM143	Wall Kit (Ladder, Fall Protection, Knives, Etc.)	Each	\$10.00	\$13.00
REM144	Washer, High Pressure (5,000 psi)	Each	\$175.00	\$227.00
REM146	Washer, HOTS	Each	\$200.00	\$259.00

Notes:

1. Work performed utilizing these rates shall be performed pursuant to the predefined Scope of Work being agreed to by both parties and any applicable Change Order contract modification being completed
2. Price. Work performed hereunder shall be priced as indicated in the AshBritt Rates, plus any
 - A. AshBritt will invoice the customer weekly for services rendered in accordance with the AshBritt rates. Customer agrees to make payment to AshBritt within 15 days of invoice
 - B. The balance of AshBritt's fees and charges for the performance of the Scope of Work will be paid within 30 days from the Customer's receipt of the final invoice from AshBritt
3. Invoicing and Payment. AshBritt shall submit to Customer itemized invoice(s) setting forth the total amounts due in accordance with the Rate Schedule for services utilized in performance of the Scope of Work. If payments are not received timely, Customer agrees to pay all costs of collections up to and including court costs, reasonable attorney's fees and interest charges at the lesser of 1) 1.5% per month, or 2) the maximum lawful interest rate. No retainage will be withheld from payments
4. Overtime Rates. Customer agrees that overtime rates will be billed by AshBritt and paid by customer based upon entitlement of employee notwithstanding where initial 40 hours, or any part thereof, were worked by employees for AshBritt on other projects
5. Responsibility for Payment. Customer agrees to make payment to AshBritt for services rendered hereunder in the amounts and on the terms specified above, regardless of whether Customer is entitled to reimbursement for such costs from Customers or from some other person's or entity's insurance carrier
6. Best Efforts. AshBritt and Customer acknowledge that the property which is the subject of the Work may have been involved in a fire, flood, or other catastrophe. AshBritt will perform the Work on a "best efforts" basis, but cannot, and therefore does not, guarantee or warrant that any of the property will be operational or free from defect following completion of the Work

Drying In, Decontamination, Mold Remediation, Restoration Price Schedule
Supplemental/Ancillary Service Fee Schedules: Volusia County, Florida (RFP No. 11-P-75JD)

Categories/Descriptions

7. Causes Beyond Control. If any circumstance or event which is beyond the reasonable control of AshBritt delays the performance of any of AshBritt's obligations under this agreement or makes any of those obligations impossible to perform, AshBritt will not have any liability for that delay or non-
8. Consents and Permits. Any federal, state, or local permits or consents required for the performance of the Work are the responsibility of the Customer; provided that, if made a part of the Work, AshBritt may obtain such permits and consents at Customer's expense. Both AshBritt and Customer will comply with all applicable governmental regulations, statutes, laws and ordinances
9. Disposal. Disposal of any Hazardous Material (including specimens or samples) or any property that contains Hazardous Material, removed by AshBritt under this Agreement will be in the name of the Customer and under any applicable generator number or other identification assigned by the Customer
10. Indemnity. Each party agrees to indemnify and hold harmless the other party hereto and the other party's shareholders, directors, officers, employees and agents, from and against any and all claims, demands, causes of action and liabilities of any nature, whether for damages to property, and/or the conditions to which the Contract pertains, to the extent that any such claim, demand, cause of action and/or liability is attributable to the breach of Contract or other fault of the indemnifying party. Customer on its behalf and on behalf of including but not limited to Owners, Management Companies, Tenants and Occupants indemnifies AshBritt against loss or damage to personal property and/or content during
11. Confidential Information. AshBritt and Customer mutually agree to maintain in confidence and will not, directly or indirectly disclose or use, either during or after the term of this Agreement, any proprietary or confidential information belonging to the other party, whether it is in writing or permanent form, except to the extent necessary to perform the work until such time as said information has become
12. No Consequential Damages. No party shall in any action or proceeding or otherwise assert any claim for consequential damages against any other party to this reasonable attorney's fees and court costs. Contract on account of any loss, cost, damage or expense which such party may suffer or incur because of any act or omission of any other party to this Contract or its agents or employees in the performance of a party's obligations under this Contract, or any other cause of action (including negligence) arising out of or related to transactions in connection with this Contract, or otherwise, and
13. Labor Considerations.
- A. The labor rates stated above are per hour for the first 40 hours worked (or 8 hours a day in California or where mandated by prevailing wage requirements) in a week beginning on Monday.
- B. Labor rates for work performed over 40 hours in a week (or 8 hours a day in California or where mandated by prevailing wage requirements) will be charged at one and one-third (1-1/3) times the stated hourly rates except where collective bargaining agreements or prevailing wage requirements mandate premium time to be paid Saturday, Sunday and Holidays. In such an event, one and one-third (1 - 1/3) time the stated rates or the multiplier mandated by prevailing wage requirements shall be applicable.
- C. Travel time will be charged, at stated hourly rates, when employee lodging is more than 50 miles from the project location or when emergency conditions exist that result in one way travel time of 60 minutes or greater. In either case, a minimum of one hour will be charged per individual, each way.
- D. All documented costs for other applicable travel costs (airfare, rental cars, cab fare, etc.) will be reimbursed to AshBritt at cost plus 10%.
- E. Per diem and lodging will be charged at a rate of \$100 per employee, per day for all employee
- F. A minimum surcharge of \$25 per hour will be added to the stated rates for any employee classification whereby their trade is covered by a collective bargaining agreement, or for any employee subject to
- G. A Remediation Worker (RW) is defined as a person who utilizes a respirator to protect himself/herself from the potential exposure to any hazardous substance, including nuisance dust.
- H. Warehousemen and drivers supporting the on site work activity will be billed at the General Laborer
14. Equipment Rental Considerations.
- A. Unscheduled Rental Equipment and Consumables. For equipment and consumables not listed that is rented for the project by AshBritt the rate invoiced to the Customer will be the rate charged to AshBritt plus 10% + 10%. Freight is excluded.
- B. Unscheduled Purchased Equipment. If special equipment not listed above is purchased for the project the daily rental will be 5% of the purchase price.
15. Items subject to availability.

Temporary Warehousing Price Schedule

Supplemental/Ancillary Service Fee Schedules: Volusia County, Florida (RFP No. 11-P-75JD)

Option 1

Storage Containers

No.	Description	Net	Rate	Unit
TW001	40' Conex Box		\$3,150.00	Per month
TW002	20' Conex Box		\$2,100.00	Per month

Note: Transportation not included.

Option 2

Fabric Structures (Reinforced)

No.	Description	Net	Rate	Unit
TW003	82' w x 98' l, 10' side, 23' peak Structure	\$11,060.00	\$14,283.99	First month
TW004		\$10,240.00	\$13,224.96	Each additional month
TW005		\$4,723.00	\$6,099.75	Per month (6 mo. min.)

No. Additional Accessories:

TW050	Gable vent fan	\$4,500.00	\$5,811.75	Per fan
TW051	Manual roll-up door	\$3,500.00	\$4,520.25	Per door
TW052	Single personnel door	\$1,800.00	\$2,324.70	Per door

Note:

1. Transportation and installation are additional. Structure ships on one tractor trailer and takes one-day for install of frame, fabric and lights.
2. Pricing is based on structure size. Workable dimensions are customizable, so pricing will vary depending on situational needs.
3. Items subject to availability.

Commercial Divers & Diver Related Equipment**Supplemental/Ancillary Service Fee Schedules: Volusia County, Florida (RFP No. 11-P-75JD)**

No.	Description	Unit	Rate	Notes
CD01	Section Barges-10ft x 40ft	Each	\$3,200.00	Monthly rental only
CD02	Sectional Barges Spud Pockets	Each	\$600.00	Monthly rental only
CD03	20ft Spud Poles for barges	Each	\$600.00	Monthly rental only
CD04	Barge Deck Cleats	Each	\$75.00	Monthly rental only
CD05	Wood Barge Mats (5" x 4' x 20') for cranes	Each	\$175.00	Monthly rental only
CD06	Hydraulic Push Unit for sectional Barges	Each	\$6,500.00	Monthly rental only
CD07	Commercial Dive Supervisor-Reg	Hour	\$127.50	
CD08	Commercial Dive Supervisor-OT	Hour	\$191.25	
CD09	Commercial Diver-Reg	Hour	\$117.00	
CD10	Commercial Diver-OT	Hour	\$175.50	
CD11	Commercial Dive Tender-Reg	Hour	\$84.75	
CD12	Commercial Dive Tender-OT	Hour	\$127.12	
CD13	Portable Shallow Air Dive Package-equipment	Day	\$850.00	
CD14	Portable Shallow Air Dive Package-truck mount	Day	\$1,150.00	
CD15	Underwater video System-300ft minimum	Day	\$375.00	
CD16	Contamination Dive equipment-one set	Day	\$475.00	
CD17	Work Skiff-14ft-with motor	Day	\$355.00	

EXHIBIT "B"

RETURN RECORDED DOCUMENT TO:

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

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

PAYMENT AND PERFORMANCE BOND

(Public Works)

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

BOND NO. _____

PRINCIPAL:

Developer or Contractor: AshBritt, Inc.
Principal Business Address: 565 E. Hillsboro Blvd.
Deerfield Beach, Florida 33441
Contact Person: John W. Noble, Jr., Vice President / Chief Operating Officer
Phone Number: (954) 725-6991

SURETY:

Address: _____

Contact Person: _____
Phone Number: _____

OWNER:

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

Amount: \$ _____ City Case/Project No. _____

Description of Work: Debris Removal, Reduction and Disposal

Project Location: Within the City limits of Port Orange, Florida, including public property and right of ways, City parks, and City debris staging areas within the unincorporated areas of the City and may include private segments within the jurisdictional boundaries of the City.

Legal Description: Within the City limits of Port Orange, Florida, including public property and right of ways, City parks, and City debris staging areas within the unincorporated areas of the City and may include private segments within the jurisdictional boundaries of the City.

Front Page

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

CERTIFICATE FOR FILING IN PUBLIC RECORDS

PAYMENT AND PERFORMANCE BOND

(Public Works)

In Compliance with Section 255.05(1)(a) Florida Statutes

Bond No. _____

The Principal, **ASHBRITT, INC.**, a Florida corporation, by and through its undersigned representative, does hereby certify that the attached:

Payment and Performance Bond No. _____,

is a true and correct copy of the fully executed financial guarantee delivered to:

CITY OF PORT ORANGE, FLORIDA

pursuant to Section 255.05, Florida Statutes; as Owner/Holder of the subject property in trust for the public, for the public construction project known as:

Debris Removal, Reduction and Disposal

located in Port Orange, Volusia County, Florida, and identified by the City of Port Orange as Case No. _____.

All claimants are called upon to take notice of the notice requirements and time limitations prescribed by Sections 255.05(2), (8) and (10), Florida Statutes.

ASHBRITT, INC.
565 E. Hillsboro Blvd.
Deerfield Beach, Florida 33441

By: _____
Printed Name/Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing Certificate of Filing was acknowledged before me this _____ day of _____, 20____, by _____ of AshBritt, Inc., a Florida corporation, the Principal named in the attached Payment and Performance Bond No. _____.

Notary, please check one:

- ☐ Personally known to me
☐ Produced identification

Notary Public, State of Florida
Printed Name, Commission & Term Expiration Date:

RETURN RECORDED DOCUMENT TO:

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

Debris Removal, Reduction and Disposal

Name of Project

City Project No. _____

Bond No. _____

Space Reserved for Recording Data

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

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

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

THE CONDITION OF THIS BOND is that if Principal:

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

Notice of Nonpayment and Time Limitations

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

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

IN WITNESS WHEREOF, this performance and payment bond is executed in duplicate originals, each of which shall be deemed an original, this _____, day of _____, 20__.

Attest:

ASHBRITT, INC.
(Principal)

(As to Corporate Principal) Secretary

By: _____
Name/Title: _____

(Witness to Principal)

(Corporate Seal)

(Surety)

(Witness to Surety)

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

(Corporate Seal)

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

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

EXTENSION AGREEMENT NO. 2

THIS EXTENSION OF AGREEMENT NO. 2 ("Agreement") 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 **ASHBRITT, INC.**, a Florida corporation whose principal address is 565 East Hillsboro Boulevard, Deerfield Beach, Florida 33441 (the "Contractor"). (The City and the Contractor are hereinafter collectively referred to as the "Parties.")

WHEREAS, on the 6th day of October, 2011, Contractor entered into an Agreement for Debris Removal Reduction and Disposal with Volusia County, Florida, pursuant to Request for Proposal No. 11-P-75-JD (the "Volusia County Agreement"); and

WHEREAS, the Parties entered into a Piggyback Agreement ("Contract") on the 29th day of July, 2014, pursuant to the Volusia County Agreement; and

WHEREAS, the Contract provided for an initial term commencing on July 29, 2014 and continuing until October 5, 2014, followed by two (2) one-year renewal terms, subject to renewal of the Volusia County Agreement and the discretion of the City, if the City determined that a renewal was in the best interest of the City; and

WHEREAS, the Volusia County Agreement was renewed for a term effective November 12, 2014 to November 12, 2015; and

WHEREAS, on the 6th day of October, 2014, the Parties entered into the first automatic renewal of the Piggyback Agreement without written notification; and

WHEREAS, the Volusia County Agreement was renewed for a term effective November 12, 2015 to November 12, 2016; and

WHEREAS, the Parties desire to utilize the second optional renewal and extend the Contract for a period commencing on October 6, 2015 and continuing until October 5, 2016, notwithstanding the date of execution; and

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

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

1. **Term.** The term of the Contract is hereby extended. Notwithstanding the date of execution, this Agreement shall be effective commencing October 6, 2015 and continuing until October 5, 2016, unless the City provides the Contractor a written notice of termination sixty (60) days in advance of the termination date.

2. **Counterparts.** 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.

3. All other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have signed, sealed, and delivered this Agreement on the day and year stated hereinafter.

Witnesses:

ASHBRITT, INC.

Printed Name: _____

By: _____

Randal Perkins, President

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Randal Perkins, as President of Ashbritt, Inc., a Florida corporation, and who:

[Notary: Please select one]

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

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

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Allen Green, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Allen Green, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the City, and who is personally known to me.

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

Witnesses:

ATTEST:

Printed Name: _____

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

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the City, and who is personally known to me.

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



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 12/01/2015

Consent item: Yes

SUBJECT: Renewal of Piggyback Agreement with Crowder-Gulf Joint Venture Inc. for Debris Removal, Reduction and Disposal

DEPARTMENT: Public Works

GOAL: 5 - Public Safety

OBJECTIVE: 4 - Review, update and drill emergency management protocols and training

RECOMMENDED MOTION: Move to extend the piggyback agreement with Crowder-Gulf Joint Venture Inc. for one more term through October 5, 2016 and authorize the Mayor and City Clerk to execute all required documents.

SUMMARY: In 2014, the City Council approved a Volusia County piggyback agreement with Crowder-Gulf Joint Venture Inc. for debris removal, reduction and disposal and other emergency services following a disaster. Volusia County has extended their agreement another term, and it is requested that the City's piggyback agreement with Crowder-Gulf Joint Venture Inc. be extended as well.

If approved, the agreement will be under the same terms and conditions as set forth in the Volusia County contract and will be effective through October 5, 2016.

Project Funding Account
No.: No.:

ATTACHMENTS:

1.	Vol County Master Agmt Crowder-Gulf	Crowder Gulf MASTER Agmt County thru 11 12 16.pdf
2.	Crowder Gulf Insurance Certificate	Crowder-Gulf Ins Certificate 2016.pdf
3.	Crowder-Gulf Amend No 2 Vol County	Crowder-Gulf Amend No 2 County.pdf
4.	Crowder Gulf Piggyback City of Port Orange	SIGNED contract CROWDER-GULF - Date of Contract; 07-29-2014.pdf
5.	Extension Agreement No. 2	Crowder-Gulf Joint Venture, Inc. Extension Agreement No. 2.pdf

Adumuah, Branford
Riehm, Tracey
Roberts, Margaret
Johansson, M. Jake

Approved - 11/18/2015
Approved - 11/24/2015
Approved - 11/25/2015
Final Approval - 11/25/2015



Master Agreement

NO. 700 1656B - 1

TERM: 2015-11-12 to 2016-11-12

Page 1 of 1

Date Issued: 10/28/15

Vendor contact: Name: ASHLEY RAMSAY Phone: 800-992-6207 E-mail: aramsay@crowdergulf.com	County contact: Name: JOHN ANGIULLI Phone: 386-736-5965 E-mail: JAngiulli@co.volusia.fl.us	Bill To: County of Volusia PUBLIC WORKS SRVC CTR 123 W. INDIANA AVE., RM 402 DELAND, FL 32720-4262
Vendor Name: CROWDER GULF JOINT VENTURE 5435 BUSINESS PARKWAY THEODORE, AL 36582		Vendor No. 08062600030
Solicitation Number: 11-P-75JD Award Date: 2015-10-15 Award Authorization: COUNCIL		Ship To: PUBLIC WORKS ADMIN 123 W. INDIANA AVE., RM 402 DELAND, FL 32724 Purchasing Analyst: PAMELA WILSKY Phone: 386-822-5779 E-mail: pwilsky@volusia.org Payment Terms: Net 45 Days, FOB Dest, Freight allowed
Document Description: 1 year contract extension as approved by CC 10/15/15		

Line Item	Commodity Code	Unit	Description	Unit Price or Contract Amount
1	99030	EA	1 year contract extension as approved by CC 10/15/15 THIS IS A FEMA REIMBURSABLE CONTRACT. Per 11-P-75JD Pricing as per contract documents.	0.00000

Jeaniene Jennings CPPB
Purchasing & Contracts Director

County of Volusia
Sales Tax Exemption Number
85-8012622393C-9

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A delivery order is required for the release of items / services from the referenced Master Agreement. If a solicitation number is referenced then the terms and conditions of said solicitation become part of the Master Agreement. Deviation from prices stated is not permitted without a signed corrected Change Order.

If vendor terms and conditions conflict with Count of Volusia Terms and Conditions, the County's Terms and Conditions prevail. See reverse side for terms and conditions.

Purchase Order (PO) or Master Agreement (MA) Terms and Conditions

Providing any good or service constitutes acceptance of this entire PO or MA without exception. In the event this document is issued based on a solicitation or quote, the terms and conditions of the solicitation or quote prevail.

Delivery. Title and risk of loss shall pass when items have been received, inspected, and accepted by County of Volusia ("County"). All associated shipping, insurance, and other related costs shall be borne by Provider.

Discontinued. Provider shall give County 30 (thirty) days advance notice of a discontinued item(s) so that County can purchase additional quantities of discontinued item(s). County must give written approval of replacement(s) if they exceed previous price or fail to meet quality, form, fit, or function of the discontinued item. Time is of the essence regarding Performance of Services and this PO or MA can be terminated by the County for convenience, non-appropriation of funds, or non-performance.

Disputes. If such dispute arises under this PO or MA and is not resolved informally by the parties within five (5) business days, the party bringing a claim ("Disputing Party") shall deliver to the first level representative of the other party a written statement ("Dispute Notice") describing the dispute. If the respective representatives cannot resolve the dispute within ten (10) days, the dispute shall be escalated through two higher levels of management. If the dispute has not been resolved within 25 (twenty-five) calendar days after delivery of the Disputing Party's notice, either party may give written notice to the other party declaring the resolution process terminated and pursue other legal recourse or initiate formal non-binding mediation before a single mediator, which shall be completed within 30 (thirty) days of initiation, in accordance with rules of practice and procedure adopted by the Supreme Court of Florida for court-ordered mediation, Rule 1.700, et seq., of the Florida Rules of Civil Procedure, and Chapter 44, Florida Statutes. If the dispute remains unresolved after conducting such mediation, then either party may proceed to finalize such termination remedies and commence litigation in a court of competent jurisdiction.

Governing Law/Jurisdiction/Venue. This PO or MA shall be governed by the laws of the State of Florida and venue for any litigation arising from this PO or MA shall be in the County of Volusia, Florida, and any trial shall be non-jury. Provider shall comply with all applicable laws and regulations.

Insurance. For goods and services delivered or performed by Provider on County premises, Provider certifies it maintains comprehensive general liability insurance and auto insurance in the amounts identified in the solicitation and/or contract and any amendments thereto pertaining to this PO or MA, or from an A.M. Best "A -" or better rated insurance firm authorized by the State of Florida Insurance Commissioner. The County reserves the right to require the "County of Volusia" be named as additional insured for projects when deemed necessary. For services performed off County premises and goods delivered by third party carriers, the Provider shall use such carriers that maintain such insurance coverage as set forth above.

Intellectual Property. Provider agrees to protect, defend, indemnify, and save the County, its agents, officials, including elected officials, and employees of the County harmless from and against any and all claims, demands, actions, and causes of action which may arise asserting that a copyright, trademark, trade secret, or patent ("Intellectual Property"), as provided under this PO or MA, infringes or misappropriates any third party's Intellectual Property. If Provider must pay a third party any license, royalty, or other such usage fee in order to deliver the item(s) under this PO or MA, such third party and usage fee must be specified in the Provider's offer to sell to the County.

Indemnification. The Provider shall indemnify, defend, and hold harmless the County and its agents, officers, and employees, from and against all claims, damages, losses, and expenses, including, but not limited to, attorney's fees arising out of or resulting from the provision of goods and/or services pursuant to the Agreement and/or this PO or MA, provided that the claim, damage, loss, and expense is caused in whole or in part by any negligent act or omission of the Provider, or anyone directly or indirectly employed by Provider or anyone for whose acts the Provider may be liable hereunder, except the Provider will not be required to indemnify and hold the County harmless if such claim, damage, loss, and expense is the result of the negligence of the County or of anyone directly or indirectly employed by the County or anyone for whose acts the County may be liable.

Modification & Assignment. County may unilaterally change, at no additional cost, the quantity and receiving point within the County for items not yet shipped. All other items must be mutually agreed upon in writing. County is not required to pay for defective items, back-orders, late deliveries, those quantities exceeding the PO or MA quantity, or items shipped at a higher price than stated on the PO or MA. Neither this PO or MA nor any interest herein shall be assigned, transferred, or encumbered by Provider except as authorized in writing by the County.

Notices. All notices given by one party to the other party under this PO or MA shall be delivered to the receiving party's address set forth on this PO either by hand, qualified courier, or e-mail and shall be deemed received the day after it is transmitted. For the County, it shall be addressed to the Purchasing and Contracts Department, 123 West Indiana Avenue, 3rd Floor, DeLand, Florida, 32720 or purchasing@volusia.org.

No Waiver. Except as expressly set forth herein, no failure or delay on the part of County in exercising any right, power, or remedy hereunder shall operate as or be deemed a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy preclude any other or further exercise thereof, or the exercise of any other right, power, or remedy.

Order of Precedence. In the event of conflict between this PO or a Price Agreement (PA), the originating Volusia County contract and amendments thereto shall be controlling. This control shall pertain to all specifications and scopes of work included in the originating Volusia County contract and any amendments thereto.

Payment. Except for construction services, which shall be paid pursuant to the Florida Prompt Payment Act, County shall pay Provider within 45 (forty-five) days after receipt of an accurate and undisputed invoice, unless the County accepts a prompt payment discount from Provider and the goods or services are not defective. Invoice, packing slip, delivery receipt, order acknowledgement, and correspondence shall clearly indicate the PO or MA number. Any additional or different terms and conditions on Provider's documents shall be considered null and void. The County may deduct amounts it is due from Provider's payment or not pay disputed invoices until such dispute is resolved. Nothing in this PO or MA shall create any obligation on the part of the County to pay directly to any subcontractor of Provider any monies due to such subcontractor or claims of such subcontractor for amounts owed by Provider to subcontractor for goods or services provided under this PO or MA.

Sovereign Immunity. The County 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 the Agreement, Master Agreement, and/or this Purchase Order to the contrary, nothing in any such documents shall be deemed as a waiver of immunity or the limitations of liability of the County beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature, and the cap on the amount and liability of the County for damages regardless of the number or nature of claims in tort, equity, or contract shall not exceed the dollar amount set by the legislature for tort. Nothing in the Agreement, Master Agreement, or this Purchase Order shall inure to the benefit of any third party for the purpose of allowing any claim against the County, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

Taxes. County is exempt from Manufacturers' Federal Excise Tax (Exemption# 49-6000-885) and Florida sales tax (Exemption# 85-8012622393C-9). Certificates are available at www.volusia.org/purchasing. After accessing the foregoing website, select, "Doing Business with Volusia County" and "Consumer Certificate of Tax Exemption" from the available menu screens to see a copy of the certificates.

UCC. In addition to any rights or remedies contained in this P.O., each party shall have rights, duties, and remedies available through the Uniform Commercial Code (UCC).

Warranty. Provider warrants that all Work or Services performed under this PO or MA shall be performed in a good and competent workmanlike manner to the satisfaction of the County, and materials shall be of good quality (unless otherwise stated on PO or MA), and free from defects and pursuant to specifications and requirements of the contract related to this PO or MA. Provider warrants merchantability of all goods or services and that they are fit for the ordinary purposes they are intended to serve.

		CERTIFICATE OF LIABILITY INSURANCE			DATE (MM/DD/YY) 8/25/2015	
PRODUCER Point Clear Insurance Services LLC 368 Commercial Park Drive Fairhope, AL 36532-1910		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.				
		COMPANIES AFFORDING COVERAGE				
		COMPANY A THE GRAY INSURANCE COMPANY				
INSURED CrowderGulf Joint Venture, Inc. 5435 Business Parkway Theodore, AL 36582-1675		COMPANY B				
		COMPANY C				
		COMPANY D				
COVERAGES 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.						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	XSGL-074127	9/1/2014	9/1/2017	GENERAL AGGREGATE	
	☒ COMMERCIAL GENERAL LIABILITY				Unlimited	
	☐ OWNER'S & CONTRACTOR'S PROT				PRODUCTS – COMP/OP AGG	
					\$3,000,000.00	
					PERSONAL & ADV INJURY	
					\$1,000,000.00	
A	AUTOMOBILE LIABILITY	XSAL-075123	9/1/2014	9/1/2017	COMBINED SINGLE LIMIT	
	☒ ANY AUTO				\$1,000,000.00	
	☒ ALL OWNED AUTOS				BODILY INJURY	
	☒ SCHEDULED AUTOS				(Per person)	
	☒ HIRED AUTOS				BODILY INJURY	
	☒ NON-OWNED AUTOS				(Per accident)	
	GARAGE LIABILITY				AUTO ONLY – EA ACCIDENT	
	☐ ANY AUTO				OTHER THAN AUTO ONLY	
					EACH ACCIDENT	
					AGGREGATE	
A	EXCESS LIABILITY	GXS-043072	9/1/2015	9/1/2016	EACH OCCURRENCE	
	☐ UMBRELLA FORM				\$4,000,000.00	
	☒ OTHER THAN UMBRELLA FORM				AGGREGATE	
A	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	GWC-070843-FL2	9/1/2015	9/1/2016	WC STATU- TORY LIMITS	
	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE:				OTH ER	
	☒ INCL EXCL				EL EACH ACCIDENT	
					\$1,000,000.00	
OTHER						
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS The certificate holder is an additional insured on all policies except Workers' Compensation and is provided a Waiver of Subrogation, all if required by written contract. The above insurance policies shall be primary and noncontributory to any other insurance policies maintained by the certificate holder, if required by written contract.						
CERTIFICATE HOLDER				CANCELLATION		
City of Port Orange 1000 City Center Circle Port Orange, FL 32129				In the event of cancellation by The Gray Insurance Company and if required by written contract, 30 days written notice will be given to the Certificate Holder.		
				AUTHORIZED REPRESENTATIVE 		
GCF 00 50 01 01 12				THE GRAY INSURANCE COMPANY		

THE GRAY INSURANCE COMPANY

The below coverages apply if the corresponding policy number is indicated on the previous page.

A. Commercial General Liability

General Liability Policy Includes:

Blanket Waiver of Subrogation when required by written contract.

Blanket Additional Insured (CGL Form# CG 20 10 11 85) when required by written contract.

Primary Insurance Wording Included when required by written contract.

Broad Form Property Damage Liability including Explosion, Collapse and Underground (XCU).

Premises/Operations

Products/Completed Operations

Contractual Liability

Sudden and Accidental Pollution Liability

Occurrence Form

Personal Injury

"In Rem" Endorsement

Cross Liability

Severability of Interests Provision

"Action Over" Claims

Independent Contractors coverage for work sublet

Vessel Liability - Watercraft exclusion has been modified by the vessels endorsement on scheduled equipment.

General Aggregate applies per project or equivalent.

B. Automobile Liability Policy Includes:

Blanket Waiver of Subrogation when required by written contract.

Blanket Additional Insured when required by written contract.

C. Workers Compensation Policy Includes:

Blanket Waiver of Subrogation when required by written contract.

U.S. Longshoremen's and Harbor Workers Compensation Act Coverage

Outer Continental Shelf Land Act

Jones Act (including Transportation, Wages, Maintenance, and Cure),

Death on the High Seas Act & General Maritime Law.

Maritime Employers Liability Limit: \$1,000,000

Voluntary Compensation Endorsement

Other States Insurance

Alternate Employer/Borrowed Servant Endorsement

"In Rem" Endorsement

Gulf of Mexico Territorial Extension

D. Excess Liability Policy Includes:

Coverage is excess of the Auto Liability, General Liability, Employers Liability, & Maritime Employers Liability policies

Blanket Waiver of Subrogation when required by written contract.

Blanket Additional Insured when required by written contract.



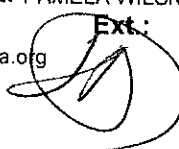
Master Agreement

NO. 700 1656B - 1

TERM: 2015-11-12 to 2016-11-12

Page 1 of 1

Date Issued: 10/28/15

Vendor contact: Name: ASHLEY RAMSAY Phone: 800-992-6207 E-mail: aramsay@crowdergulf.com	County contact: Name: JOHN ANGIULLI Phone: 386-736-5965 E-mail: JAngiulli@co.volusia.fl.us	Bill To: County of Volusia PUBLIC WORKS SRVC CTR 123 W. INDIANA AVE., RM 402 DELAND, FL 32720-4262
Vendor Name: CROWDER GULF JOINT VENTURE 5435 BUSINESS PARKWAY THEODORE, AL 36582		Vendor No. 08062600030
Ship To: PUBLIC WORKS ADMIN 123 W. INDIANA AVE., RM 402 DELAND, FL 32724		
Solicitation Number: 11-P-75JD Award Date: 2015-10-15 Award Authorization: COUNCIL	Purchasing Analyst: PAMELA WILSKY Phone: 386-822-5779 E-mail: pwilsky@volusia.org  Payment Terms: Net 45 Days, FOB Dest, Freight allowed	
Document Description: 1 year contract extension as approved by CC 10/15/15		

Line Item	Commodity Code	Unit	Description	Unit Price or Contract Amount
1	99030	EA	1 year contract extension as approved by CC 10/15/15 THIS IS A FEMA REIMBURSABLE CONTRACT. Per 11-P-75JD Pricing as per contract documents.	0.00000

Jeaniene Jennings CPPB
Purchasing & Contracts Director

County of Volusia
Sales Tax Exemption Number
85-8012622393C-9

Remainder of page is blank

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If vendor terms and conditions conflict with Count of Volusia Terms and Conditions, the County's Terms and Conditions prevail. See reverse side for terms and conditions.

Purchase Order (PO) or Master Agreement (MA) Terms and Conditions

Providing any good or service constitutes acceptance of this entire PO or MA without exception. In the event this document is issued based on a solicitation or quote, the terms and conditions of the solicitation or quote prevail.

Delivery. Title and risk of loss shall pass when items have been received, inspected, and accepted by County of Volusia ("County"). All associated shipping, insurance, and other related costs shall be borne by Provider.

Discontinued. Provider shall give County 30 (thirty) days advance notice of a discontinued item(s) so that County can purchase additional quantities of discontinued item(s). County must give written approval of replacement(s) if they exceed previous price or fail to meet quality, form, fit, or function of the discontinued item. Time is of the essence regarding Performance of Services and this PO or MA can be terminated by the County for convenience, non-appropriation of funds, or non-performance.

Disputes. If such dispute arises under this PO or MA and is not resolved informally by the parties within five (5) business days, the party bringing a claim ("Disputing Party") shall deliver to the first level representative of the other party a written statement ("Dispute Notice") describing the dispute. If the respective representatives cannot resolve the dispute within ten (10) days, the dispute shall be escalated through two higher levels of management. If the dispute has not been resolved within 25 (twenty-five) calendar days after delivery of the Disputing Party's notice, either party may give written notice to the other party declaring the resolution process terminated and pursue other legal recourse or initiate formal non-binding mediation before a single mediator, which shall be completed within 30 (thirty) days of initiation, in accordance with rules of practice and procedure adopted by the Supreme Court of Florida for court-ordered mediation, Rule 1.700, et seq., of the Florida Rules of Civil Procedure, and Chapter 44, Florida Statutes. If the dispute remains unresolved after conducting such mediation, then either party may proceed to finalize such termination remedies and commence litigation in a court of competent jurisdiction.

Governing Law/Jurisdiction/Venue. This PO or MA shall be governed by the laws of the State of Florida and venue for any litigation arising from this PO or MA shall be in the County of Volusia, Florida, and any trial shall be non-jury. Provider shall comply with all applicable laws and regulations.

Insurance. For goods and services delivered or performed by Provider on County premises, Provider certifies it maintains comprehensive general liability insurance and auto insurance in the amounts identified in the solicitation and/or contract and any amendments thereto pertaining to this PO or MA, or from an A.M. Best "A -" or better rated insurance firm authorized by the State of Florida Insurance Commissioner. The County reserves the right to require the "County of Volusia" be named as additional insured for projects when deemed necessary. For services performed off County premises and goods delivered by third party carriers, the Provider shall use such carriers that maintain such insurance coverage as set forth above.

Intellectual Property. Provider agrees to protect, defend, indemnify, and save the County, its agents, officials, including elected officials, and employees of the County harmless from and against any and all claims, demands, actions, and causes of action which may arise asserting that a copyright, trademark, trade secret, or patent ("Intellectual Property"), as provided under this PO or MA, infringes or misappropriates any third party's Intellectual Property. If Provider must pay a third party any license, royalty, or other such usage fee in order to deliver the item(s) under this PO or MA, such third party and usage fee must be specified in the Provider's offer to sell to the County.

Indemnification. The Provider shall indemnify, defend, and hold harmless the County and its agents, officers, and employees, from and against all claims, damages, losses, and expenses, including, but not limited to, attorney's fees arising out of or resulting from the provision of goods and/or services pursuant to the Agreement and/or this PO or MA, provided that the claim, damage, loss, and expense is caused in whole or in part by any negligent act or omission of the Provider, or anyone directly or indirectly employed by Provider or anyone for whose acts the Provider may be liable hereunder, except the Provider will not be required to indemnify and hold the County harmless if such claim, damage, loss, and expense is the result of the negligence of the County or of anyone directly or indirectly employed by the County or anyone for whose acts the County may be liable.

Modification & Assignment. County may unilaterally change, at no additional cost, the quantity and receiving point within the County for items not yet shipped. All other items must be mutually agreed upon in writing. County is not required to pay for defective items, back-orders, late deliveries, those quantities exceeding the PO or MA quantity, or items shipped at a higher price than stated on the PO or MA. Neither this PO or MA nor any interest herein shall be assigned, transferred, or encumbered by Provider except as authorized in writing by the County.

Notices. All notices given by one party to the other party under this PO or MA shall be delivered to the receiving party's address set forth on this PO either by hand, qualified courier, or e-mail and shall be deemed received the day after it is transmitted. For the County, it shall be addressed to the Purchasing and Contracts Department, 123 West Indiana Avenue, 3rd Floor, DeLand, Florida, 32720 or purchasing@volusia.org.

No Waiver. Except as expressly set forth herein, no failure or delay on the part of County in exercising any right, power, or remedy hereunder shall operate as or be deemed a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy preclude any other or further exercise thereof, or the exercise of any other right, power, or remedy.

Order of Precedence. In the event of conflict between this PO or a Price Agreement (PA), the originating Volusia County contract and amendments thereto shall be controlling. This control shall pertain to all specifications and scopes of work included in the originating Volusia County contract and any amendments thereto.

Payment. Except for construction services, which shall be paid pursuant to the Florida Prompt Payment Act, County shall pay Provider within 45 (forty-five) days after receipt of an accurate and undisputed invoice, unless the County accepts a prompt payment discount from Provider and the goods or services are not defective. Invoice, packing slip, delivery receipt, order acknowledgement, and correspondence shall clearly indicate the PO or MA number. Any additional or different terms and conditions on Provider's documents shall be considered null and void. The County may deduct amounts it is due from Provider's payment or not pay disputed invoices until such dispute is resolved. Nothing in this PO or MA shall create any obligation on the part of the County to pay directly to any subcontractor of Provider any monies due to such subcontractor or claims of such subcontractor for amounts owed by Provider to subcontractor for goods or services provided under this PO or MA.

Sovereign Immunity. The County 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 the Agreement, Master Agreement, and/or this Purchase Order to the contrary, nothing in any such documents shall be deemed as a waiver of immunity or the limitations of liability of the County beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature, and the cap on the amount and liability of the County for damages regardless of the number or nature of claims in tort, equity, or contract shall not exceed the dollar amount set by the legislature for tort. Nothing in the Agreement, Master Agreement, or this Purchase Order shall inure to the benefit of any third party for the purpose of allowing any claim against the County, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

Taxes. County is exempt from Manufacturers' Federal Excise Tax (Exemption# 49-6000-885) and Florida sales tax (Exemption# 85-8012622393C-9). Certificates are available at www.volusia.org/purchasing. After accessing the foregoing website, select, "Doing Business with Volusia County" and "Consumer Certificate of Tax Exemption" from the available menu screens to see a copy of the certificates.

UCC. In addition to any rights or remedies contained in this P.O., each party shall have rights, duties, and remedies available through the Uniform Commercial Code (UCC).

Warranty. Provider warrants that all Work or Services performed under this PO or MA shall be performed in a good and competent workmanlike manner to the satisfaction of the County, and materials shall be of good quality (unless otherwise stated on PO or MA), and free from defects and pursuant to specifications and requirements of the contract related to this PO or MA. Provider warrants merchantability of all goods or services and that they are fit for the ordinary purposes they are intended to serve.

AMENDMENT NO. 2
TO
CONTRACT BETWEEN
COUNTY OF VOLUSIA, FLORIDA
AND
CROWDER GULF

This Amendment No. 2 to contract between County of Volusia, Florida and Crowder Gulf for debris removal, reduction & disposal per 11-P-75JD, made and entered into by and between the County of Volusia, a body corporate and politic and a political subdivision of the State of Florida (hereinafter "County"), and Crowder Gulf, 5435 Business Parkway, Theodore, Alabama 36582, incorporated and licensed to do business in the State of Florida (hereinafter "Contractor").

Recitals

WHEREAS, the County and the Contractor entered into a contract between County of Volusia, Florida and Crowder Gulf for debris removal, reduction & disposal on November 12, 2011, under which Contractor agreed to provide specified services with an initial term of November 12, 2011 through November 12, 2014 ("Contract"); and

WHEREAS, the County and the Contractor amended the Contract through Amendment No. 1 by Amending Section 4., Term of Contract, extending the Contract to November 12, 2015; and

WHEREAS, the County and the Contractor desire to amend the Contract through this Amendment No. 2 by Amending Section 4., Term of Contract, to extend the Contract to November 12, 2016.

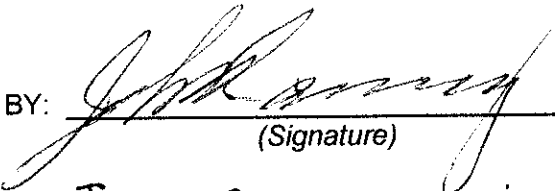
NOW THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, and other specific consideration set forth in this Amendment No. 2, the receipt and sufficiency of which is acknowledged by Contractor and County, the parties agree to amend the Contract as follows:

1. The parties agree that the foregoing recitals are true, correct and material to this Contract.
2. The parties agree to extend the term of the Contract through November 12, 2016, in accordance with Section 4., Term of Contract.
4. This Amendment No. 2, including any exhibits, sets forth the entire modification to the Contract with respect to the products and services provided under this Amendment No. 2, unless the Contract is otherwise amended or modified as set forth in Section 3.1, and supersedes all prior proposals, agreements, and communications, both written and oral.

5. This Amendment No. 2 is incorporated by reference into the Contract as if fully set forth therein. Except as provided herein, all other terms and conditions of the Contract shall remain unchanged and in full force and effect and are hereby ratified and reaffirmed by the parties hereto. In the event of any conflict or inconsistency between the provisions set forth in this Amendment No. 2 and the Contract, this Amendment No. 2 shall govern and control.

IN WITNESS WHEREOF, the parties have made and executed this Amendment No. 2 to the Contract between the County of Volusia, Florida and Crowder Gulf on the respective dates under each signature.

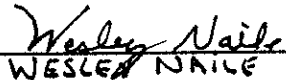
CONSULTANT: Crowder Gulf

BY: 
(Signature)

(CORPORATE SEAL)

BY: JOHN RAMSAY - PRESIDENT
Corporate Officer & Title

Date: 10-09-15

ATTEST: 
WESLEY NAIL

Date: 10-09-15

COUNTY OF VOLUSIA

(SEAL)

BY: 
Jason P. Davis
County Chair

Date: 10/19/15

ATTEST:


James T. Dinneen
County Manager

Date: 10/20/15

CC Approval Date: 10/15/2015



CITY OF PORT ORANGE PIGGYBACK AGREEMENT

This Piggyback Agreement is entered to this 29 day of July, 2014, 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 CROWDER-GULF JOINT VENTURE, INC. ("Contractor"), a Florida corporation whose principal address is 5435 Business Parkway, Theodore, Alabama 36582 (collectively "the Parties"). This Piggyback Agreement shall hereinafter be referred to as the "Contract.")

WHEREAS, on the 6th day of October, 2011, Contractor entered into an Agreement for Debris Removal Reduction and Disposal with Volusia County, Florida, pursuant to Request for Proposal No. 11-P-75-JD (the "Volusia County Agreement"); and

WHEREAS, the Volusia County Agreement provides for an initial term of three years commencing on October 6, 2011 and continuing until October 5, 2014, followed by two one (1) year renewal terms exercisable at the option of the County; and

WHEREAS, by entering into this Contract, Contractor agrees to provide debris removal, reduction and disposal services to the City under the terms and conditions of the Volusia County Agreement, except as expressly modified herein; and

WHEREAS, a copy of Volusia County Request for Proposal No. 11-P-75JD, Contractor's Response thereto, and the Volusia County Agreement are available in the Office of the City Clerk, 1000 City Center Circle, Port Orange, Florida 32129; and

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

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

1. **Initial Term.** This Contract shall have an initial term commencing on the last date this Contract is signed by the Parties, and continuing until October 5, 2014, followed by two one (1) year renewal terms exercisable at the option of the City, if the City determines that renewal is in the best interest of the City.
2. **Renewals.** The term of this Contract shall be automatically renewed at the end of the Initial Term for one (1) year commencing on October 6, 2014 and continuing until October 5, 2015, subject to renewal of the Volusia County Agreement. Thereafter the term may be renewed for one additional one (1) year period, commencing on October 6, 2015 and continuing until October 5, 2016, subject to renewal of the Volusia County Agreement. Said renewal shall be in writing and made a part of this Contract and shall incorporate this Contract by reference.
3. **Contractor Obligation.** Contractor agrees to provide debris removal, reduction and disposal, and other emergency services following a disaster event to the City under the same terms and conditions as set forth in the Volusia County Agreement, except as expressly 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.

4. Authorization for Services. This Contract standing alone does not authorize the performance of any work or services to be provided by the Contractor or require the City to place any orders for work or service. Upon City Council appropriation of funds, the City Purchasing Manager shall issue a written Notice to Proceed subject to the funding stated in the appropriation for services referenced in this Contract. Contractor must acknowledge receipt of the Notice to Proceed in writing to the City's Purchasing Manager or his designee.

The City makes no covenant or promise as to the number of available projects, nor that Contractor will perform any project 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. In consideration of the performance of this Contract by the Contractor, the City agrees to pay the Contractor at the unit prices set forth on Exhibit "A." 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. Insurance. Contractor shall maintain insurance during the life of this Contract as set forth in the Volusia County Agreement. Contractor shall furnish evidence of all required insurance in the form of certificates of insurance which clearly indicate that the Contractor has obtained insurance of this type, amount and classification required by section 12 of the Volusia County Agreement, and the City of Port Orange shall be listed as additional insured on that insurance document. The insurance shall be issued by an agency authorized to do business in the State of Florida with a rating of "A" or higher in the "Best Key Rating Guide" published by A. M. Best and Company, Inc. Contractor shall file replacement certificates with the City at the time of expiration or termination of the required insurance occurring during the term of this Contract. Further, Contractor agrees that the City shall make no payments pursuant to the terms of this Contract until all required proof or evidence of insurance has been provided to the City.

7. Payment and Performance Bonds. Contractor shall furnish a Payment and Performance Bond in conformance with Florida Statute 255.05, on forms substantially similar to the forms attached hereto as Exhibit "B," within seven (7) days after a Notice to Proceed is issued. The Bond shall remain in effect until at least one year after the date when final payment becomes due, except as provided otherwise by laws or regulations. The Bond shall be issued by an agency authorized to do business in the State of Florida with a rating of "A" or higher in the "Best Key Rating Guide" published by A. M. Best and Company, Inc.

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.

The failure of Contractor to comply with the public records laws shall constitute a material breach of this Contract and may result in the termination of this 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. 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 materials and workmanship are warranted from defect for a one-year period. This is a minimum acceptable warranty.

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

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

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

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

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

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

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

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

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

24. Controlling Law. THIS 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.

25. Additional Provisions

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

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

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

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

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

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

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

Contractor: Crowder-Gulf Joint Venture, Inc.
John Ramsay, President
5435 Business Parkway
Theodore, Alabama 36582
(800) 992-6207 – telephone
(251) 459-7433 – facsimile
jramsay@crowdergulf.com

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

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

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

Witnesses:

CROWDER-GULF JOINT VENTURE, INC.

Wesley Nail
Printed Name: WESLEY NAILE

By: [Signature]
Printed Name: John Ramsay
Title: President

Mary Challeil Turner
Printed Name: Mary Challeil Turner

Date: July 23, 2014

STATE OF Alabama
COUNTY OF Mobile

The foregoing instrument was acknowledged before me this 23 day of July, 2014, by John Ramsay, as President of Crowder-Gulf Joint Venture, Inc., a Florida corporation, and who:

[Notary: Please select one]

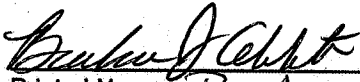
☒ is personally known to me; or
☐ has produced _____ as identification.

Linda L. Lucas
Notary Public, State of Alabama
Printed, typed or stamped name, commission and expiration:

Linda L. Lucas
Notary Public, Alabama State At Large
My Commission Expires April 4th 2018

Witnesses:

CITY OF PORT ORANGE



Printed Name: Barbara J. Abbate

By:



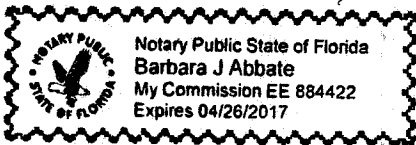
Allen Green, Mayor

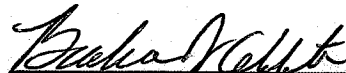
Date:

July 29, 2014

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 29 day of July, 2014, 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.

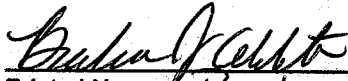



Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

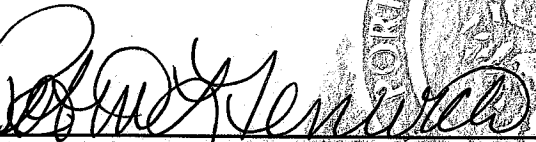
Witnesses:

ATTEST:



Printed Name: Barbara J. Abbate

By:



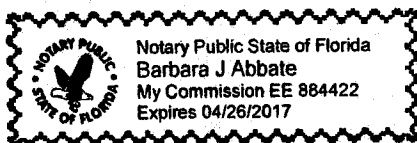
Robin L. Fenwick, CMC, City Clerk

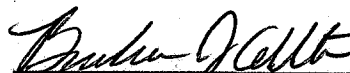
Date:

July 29, 2014

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 29 day of July, 2014, 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 4279]

EXHIBIT "A"



Tab 11 – Rate Schedule

Exhibit C, Rate Structure

SCHEDULE 1
HOURLY RATE PRICE SCHEDULE

Equipment Type With Operator (includes fuel and maintenance costs)	Hourly Rate	Day Rate
15-24 Cubic Yard Dump Truck	\$63.00	\$504.00
17 Cubic Yard Clam Truck	\$100.00	\$800.00
20 Cubic Yard Clam Truck	\$100.00	\$800.00
25-34 Cubic Yard Dump Truck	\$87.00	\$536.00
30 Ton or Larger Crane	\$150.00	\$1,200.00
35-44 Cubic Yard Dump Truck	\$72.00	\$576.00
45-54 Cubic Yard Dump Truck	\$82.00	\$656.00
50' Bucket Truck	\$135.00	\$1,080.00
5-14 Cubic Yard Dump Truck	\$45.00	\$360.00
55-64 Cubic Yard Dump Truck	\$87.00	\$696.00
65-74 Cubic Yard Dump Truck	\$97.00	\$776.00
75+ Cubic Yard Dump Truck	\$110.00	\$880.00
Bobcat Loader	\$80.00	\$480.00
D-6 Dozers or Equivalent	\$125.00	\$1,000.00
Diamond Z or Equivalent Tub Grinder	\$500.00	\$4,000.00
Equipment Transports	\$90.00	\$720.00
John Deere 544 Loader or Equivalent	\$110.00	\$880.00
Motor Grader	\$110.00	\$880.00
Rubber Tire Backhoe	\$85.00	\$520.00
Service Trucks	\$80.00	\$480.00
Stump Grinder	\$100.00	\$800.00
Track-Hoes-John Deere 690 or Equivalent	\$120.00	\$960.00
Tractor with Box Blade	\$45.00	\$360.00
Water Truck (2,000 Gallon)	\$60.00	\$480.00
Wheel-Loader 644 or Equivalent	\$120.00	\$960.00

Personnel and/or Equipment Type	Hourly Rate	Day Rate
1" Diaphragm Pump	\$15.00	\$120.00
1" Suction or Discharge Hose	\$1.00	\$8.00
12 Ton Lowboy	\$25.00	\$200.00
12' Work Boat with Motor	\$20.00	\$160.00
12' Work Boat without Motor	\$15.00	\$150.00
185 CFM Compressor	\$25.00	\$200.00
2" Chemical Suction or Discharge Hose	\$1.00	\$16.00
2" Diaphragm Pump	\$15.00	\$120.00
2" Diaphragm Pump S.S.	\$30.00	\$240.00
2" Suction or Discharge Hose	\$1.50	\$12.00
20' Response Trailer	\$43.00	\$160.00

Exhibit C, Rate Structure

SCHEDULE 1
HOURLY RATE PRICE SCHEDULE

Personnel and/or Equipment Type	Hourly Rate	Day Rate
3" Chemical Suction or Discharge Hose	\$2.50	\$20.00
3" Diaphragm Pump	\$14.00	\$112.00
3" Suction or Discharge Hose	\$1.00	\$16.00
3"X12' Absorbent Boom - Universal	\$60.00	(Bale of 4)
30 Gallon Over-pack	\$60.00	Each
36' Response Trailer	\$50.00	\$240.00
4 mil 20X100 Polyethylene	\$57.00	/Roll
4000-5000 Watt Generator	\$30.00	\$240.00
5"X10' Absorbent Boom - Petroleum	\$95.50	(Bale of 4)
50 Ton Lowboy	\$90.00	\$720.00
55 - Gallon Drum Liners, 10 mil	\$7.00	Each
55 - Gallon Drums	\$45.00	Each
6 mil 20X100 Polyethylene	\$65.00	/Roll
6 mil Bags	\$60.00	/Roll
8"X10' Absorbent Boom - Petroleum	\$150.00	(Bale of 4)
95 Gallon Poly Over-pack	\$225.00	Each
Absorbent Pads Bundle - Petroleum	\$70.00	/Bundle
Absorbent Pads Bundle - Universal	\$120.00	/Bundle
Acid Suit	\$90.00	Each
Administrative Assistant	\$45.00	\$360.00
Air Blower	\$3.00	\$24.00
Air Filtration Panel	\$5.00	\$40.00
Air-hose Section	\$3.00	\$24.00
Airless Spray	\$3.00	\$24.00
Airline Respirator (includes 150' of Airline)	\$25.00	\$200.00
Asbestos Abatement Supervisor	\$55.00	\$440.00
Asbestos Abatement Worker	\$45.00	\$360.00
Asbestos Inspector	\$50.00	\$400.00
Backhoe	\$70.00	\$560.00
Backhoe Extend-a-hoe	\$85.00	\$680.00
Barrel Cart	\$2.00	\$16.00
Boot Covers	\$12.00	/Pair
Box Truck	\$30.00	\$240.00
Bulldozer D4or Equivalent	\$90.00	\$720.00
Cascade Air System Per Employee	\$15.00	\$150.00
Caution/Hazard Tape	\$15.00	/Roll
Chemist	\$65.00	\$520.00
Circular Saw	\$3.00	\$24.00
Clerical	\$35.00	\$280.00

Exhibit C, Rate Structure

SCHEDULE 1
HOURLY RATE PRICE SCHEDULE

Personnel and/or Equipment Type	Hourly Rate	Day Rate
Climber with Gear	\$90.00	\$720.00
Combustible Gas Indicator	\$15.00	\$120.00
Cotton or Latex Gloves	\$1.20	/Pair
Cutting Torch	\$2.00	\$16.00
Detector Tubes	\$18.00	Each
DOT Hazardous Waste Labels	\$40.00	/Box
Drill with Bits	\$5.00	\$40.00
Duct Tape	\$4.00	/Roll
Dump Truck	\$65.00	\$520.00
Electrical Cord Section (50')	\$2.00	\$16.00
Equipment Operator	\$40.00	\$320.00
Extension Ladders	\$1.00	\$8.00
Fiber Drums	\$40.00	Each
Field Hazardous Material Manager	\$125.00	\$1,000.00
Field Hazardous Material Technician	\$45.00	\$360.00
Field Project Foreman	\$40.00	\$320.00
Field Project Supervisor	\$50.00	\$400.00
Fire Extinguisher	\$30.00	/Handheld
First Aid Station	\$10.00	\$100.00
Flatbed Trailer	\$20.00	\$160.00
Foreman with Truck	\$48.00	\$384.00
Grounding Cable and Rod	\$1.00	\$8.00
Hand Auger, Stainless Steel	\$1.00	\$8.00
Hand Operated Transfer Pump	\$1.00	\$8.00
Hand Tools Per Employee (Shovels, brooms, etc.)	\$2.00	\$16.00
Handheld Radios	\$4.00	\$32.00
Hazardous Material Containment Area Foreman	\$55.00	\$440.00
Hazardous Material Containment Area Manager	\$70.00	\$560.00
Hazardous Material Containment Area Supervisor	\$75.00	\$600.00
Hazardous Material Containment Area Technician	\$50.00	\$400.00
Hazcat Kit	\$40.00	Per Kit
Health and Safety Specialist	\$55.00	\$440.00
Hearing Protection	\$2.00	Each
HEPA Vac	\$35.00	\$280.00
High Hazard Personnel Decontamination	\$20.00	Per Kit
Inspector with Vehicle	\$40.00	\$320.00
Kappler Tape	\$20.00	/Roll
Laborer	\$28.00	\$224.00
Leather Work Gloves	\$7.00	/Pair

Exhibit C, Rate Structure

SCHEDULE 1
HOURLY RATE PRICE SCHEDULE

Personnel and/or Equipment Type	Hourly Rate	Day Rate
Level A Suit – Kappler Responder or Equal	\$700.00	Each
Level B Suite- Kappler Responder or Equal	\$300.00	Each
Low Hazard Personnel Decontamination	\$8.00	Per Kit
Mechanized Broom	\$50.00	\$400.00
Nitrile Gloves	\$10.00	/Pair
Noeprrene Gloves	\$7.00	/Pair
Office Trailer	\$20.00	\$160.00
Oil Dry	\$10.00	/Bag
Oil Dry Spreader	\$2.00	\$16.00
Operator with Chainsaw	\$36.00	\$288.00
Passenger Car	\$14.00	\$96.00
Peat Moss	\$55.00	/Bag
Personal Protective Equipment/Level A Employee	Unit	\$1,000.00
Personal Protective Equipment/Level B Employee	Unit	\$300.00
Personal Protective Equipment/Level C Employee	Unit	\$120.00
Personnel Retrieval Harness	\$3.00	\$24.00
Personnel Retrieval System	\$5.00	\$40.00
Ph Paper	\$25.00	/Box
Photographic Equipment	\$7.00	\$60.00
Photoionization Detector	\$15.00	\$120.00
Pickup Truck	\$16.00	\$128.00
Pickup Truck, 1 Ton	\$30.00	\$240.00
Pickup Truck, 4X4	\$30.00	\$240.00
Pickup Truck, Extended Cab	\$20.00	\$160.00
Port a John	\$1.00	\$16.00
Portable Eyewash Station	\$15.00	\$120.00
Portable Light Stand	\$20.00	\$160.00
Pressure Washer	\$30.00	\$240.00
Project Coordinator	\$70.00	\$560.00
Project Engineer	\$70.00	\$560.00
Project Geologist	\$70.00	\$560.00
Proshield	\$90.00	Each
PVC Boots (Hazmat)	\$8.00	/Pair
PVC Gloves	\$0.80	/Pair
Rain Suit	\$30.00	Each
Regulatory Manager	\$130.00	\$1,040.00
Respirator Airline, 50' Section	\$2.00	\$16.00
Respirator Cartridges	\$28.00	Each
Respirator Wipes	\$20.00	/Box

Exhibit C, Rate Structure

SCHEDULE 1
HOURLY RATE PRICE SCHEDULE

Personnel and/or Equipment Type	Hourly Rate	Day Rate
Safety Superintendent	\$54.00	\$432.00
Saranex	\$18.00	Each
SCBA Bottle Refill	\$12.00	Each
Silvershield Gloves	\$10.00	Each
Skid Steer	\$65.00	\$520.00
Small Compressor	\$12.00	\$96.00
Soda Ash Bag	\$30.00	/Bag
Spike Bar	\$25.00	Each
Spill Classifier	\$10.00	Each
Step Ladders	\$1.00	\$8.00
Superintendent with Truck	\$60.00	\$480.00
Survey Personnel with Vehicle	\$30.00	\$240.00
Tool Kit (Hammers, Pliers, Screwdrivers, etc.)	\$4.00	\$32.00
Toxic Gas Detector	\$25.00	\$200.00
Track-hoe 490 or Equivalent	\$110.00	\$880.00
Traffic Control Personnel	\$30.00	\$240.00
Traffic Control Vest, Cones, Flags, Barrels, etc.	\$20.00	\$160.00
Truck Driver	\$35.00	\$280.00
Tyvek	\$4.50	Each
Vacuum Truck, 3,500 Gallon	\$240.00	\$1,920.00
Vermiculite	\$30.00	/Bag
Water hose Section (Garden)	\$1.00	\$8.00
Wheelbarrow	\$2.00	\$16.00
Wire Welder	\$5.00	\$40.00
Wrench Kit (Bung wrench, speed wrench, etc.)	\$2.00	\$16.00

Exhibit C, Rate Structure

SCHEDULE 2
UNIT RATE PRICE SCHEDULE

Reference to RFP Scope of Services Items 2 thru 15			
2. Eligible ROW Vegetative Debris Removal Work consists of the collection and transportation of Eligible vegetative debris on the ROW to a County approved DMS location or County Designated Final Disposal Site.	Estimated Quantity Per Cubic Yard	\$ Per Cubic Yard	Total
Level 1 Local Storm (Tornado, Category 1-2 Hurricanes)	100,000	8	800,000
Level 2 Disaster (50% of County damaged, Cat. 3-4 Hurricanes)	600,000	8	4,800,000
Level 3 Disaster (Catastrophic damage countywide)	1,300,000	7.5	9,750,000
3. Eligible ROW C&D Debris Removal Work consists of the collection and transportation of Eligible C&D debris on the ROW to a County Designated Final Disposal Site.	Estimated Quantity Per Cubic Yard	\$ Per Cubic Yard	Total
Level 1 Local Storm (Tornado, Category 1-2 Hurricanes)	25,000	8.5	212,500
Level 2 Disaster (50% of County damaged, Cat. 3-4 Hurricanes)	100,000	8.5	850,000
Level 3 Disaster (Catastrophic damage countywide)	800,000	8	6,400,000
4. DMS Management and Reduction of Through Grinding Work consists of management and operation of DMS locations for the reduction of Eligible disaster related debris through grinding. Includes haul-out (scope of services item #5).	Estimated Quantity Per Cubic Yard	\$ Per Cubic Yard	Total
Level 1 Local Storm (Tornado, Category 1-2 Hurricanes)	100,000	7.9	790,000
Level 2 Disaster (50% of County damaged, Cat. 3-4 Hurricanes)	600,000	7.9	4,740,000
Level 3 Disaster (Catastrophic damage countywide)	1,300,000	7.75	10,075,000
5. DMS Management and Reduction of Through Air Curtain Incinerators Work consists of management and operation of DMS locations for the reduction of Eligible disaster related debris through air curtain incineration. Includes haul-out (scope of services item #5).	Estimated Quantity Per Cubic Yard	\$ Per Cubic Yard	Total
Level 1 Local Storm (Tornado, Category 1-2 Hurricanes)	100,000	7	700,000
Level 2 Disaster (50% of County damaged, Cat. 3-4 Hurricanes)	600,000	7	4,200,000
Level 3 Disaster (Catastrophic damage countywide)	1,300,000	6.8	8,840,000
6. Haul-out of Reduced Eligible Debris to a County Designated Final Disposal Site Work consists of loading and transporting reduced Eligible disaster related debris at a County approved DMS location to a County Designated Final Disposal Site.	Estimated Quantity	\$ Per Cubic Yard	Total
Cost for haul-out included in cubic yard prices for scope of services items #4 and #5.		0	0

Exhibit C, Rate Structure

SCHEDULE 2
UNIT RATE PRICE SCHEDULE

7. Removal of Eligible Hazardous Leaning Trees and Eligible Hanging Limbs Work consists of removing Eligible hazardous leaning trees or hanging limbs and placing them on the safest possible location on the County ROW for collection under the terms and conditions of scope of services item 2, Eligible ROW Vegetative Debris Removal (Collect & Haul)	Estimated Quantity	\$ Per Tree	Total
6 inch to 12.99 inch diameter Eligible Leaning Tree	200	30	6,000
13 inch to 24.99 inch diameter Eligible Leaning Tree	150	90	13,500
25 inch to 36.99 inch diameter Eligible Leaning Tree	50	180	9,000
37 inch to 48.99 inch diameter Eligible Leaning Tree	20	250	5,000
49 inch and larger diameter Eligible Leaning Tree	10	300	3,000
Removal of Eligible Hanging Limbs >2"	1 to 10	80	80
Removal of Eligible Hanging Limbs >2"	11 to 40	120	120
Removal of Eligible Hanging Limbs >2"	41+	150	150
8. Removal of Eligible Hazardous Stumps Work consists of removing Eligible hazardous stumps and transporting resulting debris on the ROW to a County approved DMS location or County Designated Final Disposal Site.	Estimated Quantity	\$ Per Stump	Total
24.1 inches to 36.99 inch diameter Eligible Stump	10	150	1,500
37 inch to 48.99 inch diameter Eligible Stump	5	200	1,000
49 inch and larger diameter Eligible Stump	5	300	1,500
9. Eligible Household Hazardous Waste Removal, Transport and Disposal Work consists of the removal, transportation and proper disposal of Eligible Household Hazardous Waste (HHW) at a permitted Hazardous Waste TSDF.	Estimated Quantity	\$ Per Gallon	Total
Liquid type hazardous material	1,000	2	2,000
10. Eligible Household Hazardous Waste Removal, Transport and Disposal Work consists of the removal, transportation and proper disposal of Eligible Household Hazardous Waste (HHW) at a permitted Hazardous Waste TSDF.	Estimated Quantity	\$ Per Ton	Total
Solid type hazardous material	1,000	100	100,000
11. Eligible ROW White Goods Debris Removal (Collect & Haul) Work consists of the removal of Eligible white goods from the ROW to a designated County approved DMS location. The Contractor shall also be responsible for the transportation of Eligible white goods from the designated County approved DMS location to a County designated facility for recycling.	Estimated Quantity	\$ Per Unit	Total
Refrigerators and freezers requiring refrigerant recovery and decontamination	50	40	2,000

Exhibit C, Rate Structure

**SCHEDULE 2
UNIT RATE PRICE SCHEDULE**

Washers, dryers, stoves, ovens, AC units, and hot water heaters	50	40	2,000
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Exhibit C, Rate Structure
**SCHEDULE 2
UNIT RATE PRICE SCHEDULE**

12. Eligible E-Scrap Item Removal Work consists of the recovery and recycling of Eligible E-Scrap such as televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the County.	Estimated Quantity	\$ Per Unit	Total
	2,000	40	80,000
13. Eligible Dead Animal Carcasses Work consists of the recovery and disposal of dead animal carcasses.	Estimated Quantity	\$ Per Pound	Total
	500	0.5	250
14. Other Debris Removal Work Work consists of the...	Estimated Quantity	\$ Per Cubic Yard	Total
Marine Debris Remol - The Contractor shall clear waterways of Eligible debris that is a a. direct result of a natural or manmade disaster	500	42	21,000
b. Sand Screening - The Contractor shall screen all sand to remove Eligible debris deposited as a result of a natural or manmade disaster	1,000	9	9,000
15. Eligible Demolition, Removal, Transport and Disposal of Non-RACM Structures Work consists of the decommissioning, demolition and disposal of Eligible Non-RACM Structures on public or private property and hauling the resulting debris to a County Designated Final Disposal Site.	Estimated Quantity	\$ Per Structure	Total
Level 1 Local Storm (Tornado, Category 1-2 Hurricanes)	200	4000	800,000
Level 2 Disaster (50% of County damaged, Cat. 3-4 Hurricanes)	2,500	4000	10,000,000
Level 3 Disaster (Catastrophic damage countywide)	5,000	4000	20,000,000
16. Eligible Demolition, Removal, Transport and Disposal of RACM Structures Work consists of the decommissioning, demolition and disposal of Eligible RACM Structures on public or private property and hauling the resulting debris to a County Designated Final Disposal Site.	Estimated Quantity	\$ Per Structure	Total
Level 1 Local Storm (Tornado, Category 1-2 Hurricanes)	100	6000	600,000
Level 2 Disaster (50% of County damaged, Cat. 3-4 Hurricanes)	500	6000	3,000,000
Level 3 Disaster (Catastrophic damage countywide)	1,000	5000	5,000,000
Total Estimated Cost of All Scope of Service Items:		91,814,600	

Item 4: DMS Management and Reduction of Through Grinding

Note: This price includes hauling processed debris up to 25 miles from DMS. For all miles over 25 add \$0.09/cy/mile.

Item 5: DMS Management and Reduction of Through Air-Cooled Incinerators

Note: This price includes hauling processed debris up to 25 miles from DMS. For all miles over 25 add \$0.09/cy/mile.

EXHIBIT "B"

RETURN RECORDED DOCUMENT TO:

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

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

PAYMENT AND PERFORMANCE BOND

(Public Works)

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

BOND NO. _____

PRINCIPAL:

Developer or Contractor: Crowder-Gulf Joint Venture, Inc.
Principal Business Address: 5435 Business Parkway
Theodore, Alabama 36582

Contact Person: _____
Phone Number: _____

SURETY:

Address: _____

Contact Person: _____
Phone Number: _____

OWNER:

City of Port Orange, Florida, a chartered municipal corporation
1000 City Center Circle
Port Orange, Florida 32129-4144

Contact Person: City Manager
Phone Number: (386) 506-5501

Amount: \$ _____

City Case/Project No. _____

Description of Work: Debris Removal, Reduction and Disposal

Project Location: Within the City limits of Port Orange, Florida, including public property and right of ways, City parks, and City debris staging areas within the unincorporated areas of the City and may include private segments within the jurisdictional boundaries of the City.

Legal Description: Within the City limits of Port Orange, Florida, including public property and right of ways, City parks, and City debris staging areas within the unincorporated areas of the City and may include private segments within the jurisdictional boundaries of the City.

Front Page

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

CERTIFICATE FOR FILING IN PUBLIC RECORDS

PAYMENT AND PERFORMANCE BOND

(Public Works)

In Compliance with Section 255.05(1)(a) Florida Statutes

Bond No. _____

The Principal, **CROWDER-GULF JOINT VENTURE, INC.**, a Florida corporation, by and through its undersigned representative, does hereby certify that the attached:

Payment and Performance Bond No. _____,

is a true and correct copy of the fully executed financial guarantee delivered to:

CITY OF PORT ORANGE, FLORIDA

pursuant to Section 255.05, Florida Statutes; as Owner/Holder of the subject property in trust for the public, for the public construction project known as:

Debris Removal, Reduction and Disposal

located in Port Orange, Volusia County, Florida, and identified by the City of Port Orange as Case No. _____.

All claimants are called upon to take notice of the notice requirements and time limitations prescribed by Sections 255.05(2), (8) and (10), Florida Statutes.

Crowder-Gulf Joint Venture, Inc.
5435 Business Parkway
Theodore, Alabama 36582

By: _____
Printed Name/Title: _____

STATE OF _____
COUNTY OF _____

The foregoing Certificate of Filing was acknowledged before me this _____ day of _____, 20____, by _____ of Crowder-Gulf Joint Venture, Inc., a Florida corporation, the Principal named in the attached Payment and Performance Bond No. _____.

Notary, please check one:

- ☐ Personally known to me
☐ Produced identification

Notary Public, State of _____
Printed Name, Commission & Term Expiration Date:

RETURN RECORDED DOCUMENT TO:

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

Debris Removal, Reduction and Disposal

Name of Project

City Project No. _____

Bond No. _____

Space Reserved for Recording Data

**COMBINATION PAYMENT AND PERFORMANCE BOND
FOR**

PUBLIC CONSTRUCTION

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

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

THE CONDITION OF THIS BOND is that if Principal:

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

Notice of Nonpayment and Time Limitations

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

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

IN WITNESS WHEREOF, this performance and payment bond is executed in duplicate originals, each of which shall be deemed an original, this _____, day of _____, 20__.

Attest:

CROWDER-GULF JOINT VENTURE, INC.
(Principal)

(As to Corporate Principal) Secretary

By: _____
Name/Title: _____

(Witness to Principal)

(Corporate Seal)

(Witness to Surety)

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

(Corporate Seal)

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

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

EXTENSION AGREEMENT NO. 2

THIS EXTENSION OF AGREEMENT NO. 2 ("Agreement") 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 **CROWDER-GULF JOINT VENTURE, INC.**, a Florida corporation whose principal address is 5435 Business Parkway, Theodore, Alabama 36582 (the "Contractor"). (The City and the Contractor are hereinafter collectively referred to as the "Parties.")

WHEREAS, on the 6th day of October, 2011, Contractor entered into an Agreement for Debris Removal Reduction and Disposal with Volusia County, Florida, pursuant to Request for Proposal No. 11-P-75-JD (the "Volusia County Agreement"); and

WHEREAS, the Parties entered into a Piggyback Agreement ("Contract") on the 29th day of July, 2014, pursuant to the Volusia County Agreement; and

WHEREAS, the Contract provided for an initial term commencing on July 29, 2014 and continuing until October 5, 2014, followed by two (2) one-year renewal terms, subject to renewal of the Volusia County Agreement and the discretion of the City, if the City determined that a renewal was in the best interest of the City; and

WHEREAS, the Volusia County Agreement was renewed for a term effective November 12, 2014 to November 12, 2015; and

WHEREAS, on the 6th day of October, 2014, the Parties entered into the first automatic renewal of the Piggyback Agreement without written notification; and

WHEREAS, the Volusia County Agreement was renewed for a term effective November 12, 2015 to November 12, 2016; and

WHEREAS, the Parties desire to utilize the second optional renewal and extend the Contract for a period commencing on October 6, 2015 and continuing until October 5, 2016, notwithstanding the date of execution; and

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

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

1. **Term.** The term of the Contract is hereby extended. Notwithstanding the date of execution, this Agreement shall be effective commencing October 6, 2015 and continuing until October 5, 2016, unless the City provides the Contractor a written notice of termination sixty (60) days in advance of the termination date.

2. **Counterparts.** 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.

3. All other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have signed, sealed, and delivered this Agreement on the day and year stated hereinafter.

Witnesses:

CROWDER-GULF JOINT VENTURE, INC.

Printed Name: _____

By: _____
John Ramsay, President

Printed Name: _____

Date: _____

STATE OF ALABAMA
COUNTY OF MOBILE

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by John Ramsay, as President of Crowder-Gulf Joint Venture, Inc., a Florida corporation, and who:

[Notary: Please select one]

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

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

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Allen Green, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Allen Green, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the City, and who is personally known to me.

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

Witnesses:

ATTEST:

Printed Name: _____

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

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the City, and who is personally known to me.

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



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 12/01/2015

Consent item: Yes

SUBJECT: Approval of Municipality/Transportation Planning Organization FY 2015/2016 Funding Agreement

DEPARTMENT: City Manager

GOAL: 2 - Quality of Life

OBJECTIVE: 2 - Plan and develop riverside urban trail

RECOMMENDED MOTION: Move to approve the funding agreement with TPO for FY2016.

SUMMARY: The Volusia County TPO has submitted the attached proposed agreement for a per capita charge for services as the metropolitan transportation planning organization responsible for the planning and acceptance of Federal Funds pursuant to the Federal MAP-21 transportation plan. The Volusia County River to Sea Transportation Planning Organization (R2CTPO) requests \$5,747.00 for the 2016 year.

In the past this has been signed by the City Manager however notes from Ken Parker indicate that it should be approved by Council. The City Manager defers to Council to discuss the utility of the TPO before voting to approve funding with the clear understanding that it is the only way to get Federal Funding for local transportation projects through the MAP-21 funding stream.

Project No.: Funding Account No.: 001-1000-519.81-19

ATTACHMENTS:

1.	TPO Funding Agreement	Port Orange Agreement.pdf
----	-----------------------	---------------------------

Fenwick, Robin
Johansson, M. Jake
Riehm, Tracey
Roberts, Margaret
Johansson, M. Jake

Created/Initiated - 11/18/2015
Approved - 11/18/2015
Approved - 11/23/2015
Approved - 11/24/2015
Final Approval - 11/24/2015

**MUNICIPALITY/
TRANSPORTATION PLANNING ORGANIZATION
FY 2015/2016 FUNDING AGREEMENT**

THIS AGREEMENT, is made and entered into this ____ day of _____ 2015, by and between the **CITY OF PORT ORANGE**, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter "**CITY**"), and the **RIVER TO SEA TRANSPORTATION PLANNING ORGANIZATION** (hereinafter "**R2CTPO**").

WITNESSETH

WHEREAS, the River to Sea Transportation Planning Organization (R2CTPO) is the duly designated and constituted body responsible for carrying out the urban transportation planning and programming process for Volusia County and portions of Flagler County inclusive of the cities of Flagler Beach, Beverly Beach, and portions of Palm Coast and Bunnell; and

WHEREAS, Florida Statutes 339.175; 23 U.S.C 134; and 49 U.S.C. 5303 require that the urbanized area, as a condition to the receipt of federal capital or operating assistance, have a continuing, cooperative, and comprehensive transportation planning process that results in plans and programs consistent with the comprehensively planned development of the urbanized area; and

WHEREAS, metropolitan planning organizations are the lead transportation planning agencies in urban areas throughout the United States; and

WHEREAS, the Moving Ahead for Progress in the 21st Century Act (MAP-21) signed in July 2012 provides metropolitan planning organizations with the authority and responsibility for transportation planning and funding; and

WHEREAS, the quality of life and economic vitality of our community depend on coordinating transportation issues and developing complementary plans and policies; and

WHEREAS, the R2CTPO has the lead role in formulating regional transportation plans and programs and coordinating transportation issues among local entities and the Florida Department of Transportation (FDOT); and

WHEREAS, the CITY desires to enter into this Agreement with the R2CTPO to provide it with funding to support the functions necessary to achieve the R2CTPO's desired role in planning the transportation system;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the CITY and the R2CTPO agree as follows:

1. **RECITALS.** The CITY and the R2CTPO hereby declare that the recitals set forth above are true and correct and incorporated herein.
2. **FISCAL YEAR 2015/16 FUNDING.** The CITY agrees to allocate **\$5,747.00** to the R2CTPO. Such funds shall be paid to the R2CTPO upon receipt of an invoice from the R2CTPO to the CITY. The payment shall be used for the R2CTPO fiscal year (FY) 2015/16 budget effective July 1, 2015. The funding provided to the R2CTPO by the CITY is equal to \$.10 per capita based on the 2014 BEBR estimates of population within each local governments jurisdiction as provided by the Bureau of Economic and Business Research, University of Florida.
3. **EFFECTIVE DATE AND TERMS.** The effective date of this Agreement is upon execution. The terms of this Agreement shall commence on the effective date and terminate on June 30, 2016.
4. **INTERPRETATION.** The headings contained in this Agreement are for reference purposes only and will not in any way affect the meaning or interpretation of this Agreement.
5. **MISCELLANEOUS**
 - a. This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and supersedes all previous discussions, understandings and agreements, written or oral, between the parties hereto. Any amendments to or waivers of the provisions herein shall be made by the parties in writing. No other agreement, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind either party hereto.
 - b. If any sentence, phrase, paragraph, provision or portion of this agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed an independent provision and such holding shall not affect the validity of the remaining portions hereto.
 - c. The parties hereby acknowledge that they have freely and voluntarily entered into this Agreement and that each party has been given the opportunity to receive the

advice of independent legal counsel for all negotiations in connection with this Agreement.

6. **CONTROLLING LAWS**

- a. This Agreement and the provisions contained herein shall be construed, controlled and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations and policies of the CITY now in effect and those hereinafter adopted.
- b. The location for settlement of any and all lawsuits, claims, controversies or disputes, arising out of, or relating to, any part of this Agreement, or any breach thereof, shall be Volusia County, Florida.
- c. The parties to this Agreement agree to comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to this Agreement.

7. **BINDING NATURE OF AGREEMENT**. This Agreement shall be binding only between the CITY and the R2CTPO, and inure to the benefit of the successors or assigns of the parties.

8. **NOTICES**. All notices, consents, approvals, waivers and deletions which any party shall be required or shall desire to make or give under this Agreement shall be in writing and shall be sufficient only when mailed by certified mail, first class postage affixed, addressed as follows:

CITY: City Manager/City Clerk
City of Port Orange
1000 City Center Circle
Port Orange, FL 32119

R2CTPO: Lois Bollenback, Executive Director
River to Sea TPO
2570 W. International Speedway Blvd., Suite 100
Daytona Beach, FL 32114-8145

9. **AUDIT AND RECORD KEEPING PROCEDURES**. The R2CTPO shall maintain accurate public records of all services rendered in the performance of the agreement and shall provide access to such records in accordance with Florida Statutes, Section 119.07(1) (a), which states that the record can be inspected and copied by any person desiring to do so, at

any reasonable time, under reasonable conditions and under supervision by the custodian of the public records. All records shall be maintained according to the State of Florida, *General Records Schedule GS1-SL for State and Local Government Agencies*, issued by the Department of State, State Library and Archives of Florida, in accordance with the statutory provisions of Chapters 119 and 257, Florida Statutes. If any audit, litigation, claim, negotiation or other action involving the records has been started before the expiration of the retention period and disposition of the records, the records shall be retained until the completion of the action and resolution of all issues which arise from.

10. **PROVISIONS NOTWITHSTANDING.** Notwithstanding the provisions set forth above, nothing contained herein shall alter, amend or change those terms and conditions set forth in the bylaws of the River to Sea Transportation Planning Organization.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement as of the day and year first above written.

RIVER TO SEA TPO



Signature

Print Name: Lois Bollenback
Title: River to Sea TPO Executive Director

ATTEST:



Signature

Print Name: Pamela Blankenship
Title: River to Sea TPO Office Manager

(CORPORATE SEAL)

CITY OF PORT ORANGE

Signature

Print Name: _____
Title: _____

ATTEST:

Signature

Print Name: _____
Title: _____

(CORPORATE SEAL)



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 12/01/2015

Consent item: Yes

SUBJECT: Change Order No. 2 to Sawcross Incorporated Contract for the Reclaimed Water Reservoir Outfall and Filtration Project Bid #15-09

DEPARTMENT: Public Utilities

GOAL: 1 - Infrastructure Preservation

OBJECTIVE: 3 - Finish reclaimed lakes in order to increase capacity for water filtration and disposal

RECOMMENDED MOTION: Move to approve Change Order No. 2 to Sawcross Incorporated Contract for the Reclaimed Water Reservoir Outfall and Filtration Project, Bid Award #15-09, for thirty five (35) days to be added to the contract duration; and to authorize the Mayor and City Clerk to execute all required contract documents.

SUMMARY:

The Reclaimed Water Reservoir Outfall and Filtration Project currently under construction provides for an alternative means to discharge excess reclaimed water from reclaimed water augmentation lakes or filter the reclaimed water from the lakes for augmentation into the reclaimed water system.

On July 2, 2015 – Change Order No. 1 was approved by staff for driveway alignment adjustment for better truck traffic flow around the vicinity of the new filtration structures. This was a no cost, no time extension, and no change of project scope change order. This agenda item concerns Change Order No. 2 for time extension requests from the contractor. The contractor negotiated with the City a thirty five (35) days time extension to the original contract for the following reasons:

1. There were numerous heavy rainstorm events at the job site in the past few months have impacted the overall work schedule. Ten (10) days additional time due to rain delays.
2. The filter and mixer panel equipment for the filtration system delivery date was delayed by the manufacturer. Ten (10) days is needed due to equipment delivery delay.
3. The contractor is requesting additional time for the electrical work associated with the filter and mixer panel installation. Delivery delay of the filter and mixer panel created the need for additional time as this activity is on the critical path. Fifteen (15) days was negotiated.

The total time extension for this change order is thirty five (35) days.

There is no cost increase to the construction contract for this change order. A total of thirty five (35) days is needed for total revised contract days of 275 days and the new final completion date of January 20, 2016. Staff recommends approval of Change

Order No. 2.

Project Funding Account
No.: No.:

ATTACHMENTS:

1.	Change Order No 2	Sawcross CO 2, signed by staff.pdf
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Fenwick, Robin	Created/Initiated - 11/23/2015
Wiggins, Julia	Approved - 11/23/2015
Ho, Kenny	Approved - 11/23/2015
Wilson, Rick	Approved - 11/23/2015
Neff, Andrew	Approved - 11/23/2015
Riehm, Tracey	Approved - 11/23/2015
Roberts, Margaret	Approved - 11/24/2015
Johansson, M. Jake	Final Approval - 11/24/2015

CHANGE ORDER NO. 2
To the Agreement for Construction, dated July 2, 2015
Sawcross, Inc., Contractor

Project: Bid B15-09 Reclaimed Water Reservoir Outfall and Filtration Project

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$2,070,000.00	Original Contract Times Substantial Completion: 210 days Final Completion 240 days (December 16, 2015)
Net changes from previous Change Order: \$0	Changes in contract time from previous Change Orders: 0 days
Contract Price prior to this Change Order: \$ 2,070,000.00	Contract Completion Date prior to this Change Order: Final Completion: December 16, 2015
Net Increase (decrease) of this Change Order No. 5: \$0.00	Changes in contract time requested this Change Order No. 5 : (Requires Council Approval) 35 days
Contract Price with all approved Change Orders: \$2,070,000.00	Contract Times with all approved Change Orders: Final Completion: January 20, 2016

CHANGES ORDERED:

- I. GENERAL: This Change Order is necessary to cover changes in the work to be performed under the Agreement for Construction entered into by and between the parties on July 2, 2015.
- II. REQUIRED CHANGES: Change Order No 2 consists of the following changes to the contract changes to the final completion date:
 1. Lost time due to rain days: 10 days
 2. Filter & Mixer Panels Delivery Delay from the Manufacturer: 10 days
 3. Electrical Work Delay due to item #2 above Deliver Delay: 15 days
- III. JUSTIFICATION: Sawcross, Inc. has requested an additional 35 days to be added to the final completion date. This request will move the final completion date from December 16, 2015 to January 20, 2016. See Exhibit A.
- IV. PAYMENT: Payment for this Change Order shall be made in accordance with the terms of the Agreement of Construction subject to a limit up to but not to exceed **Two Million Seventy Thousand dollars and no cents (2,070,000.00)**. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Florida Statutes Section 218.70 through 218.79, as amended.

Acknowledgments:

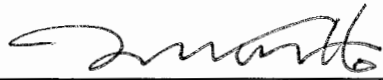
The aforementioned change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Change Order;

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

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

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

RECOMMENDED BY:
KENNY HO, PE
Department Project Manager

By: 
Kenny Ho, Public Utilities Engineer

Date Signed: NOV 19, 2015

ACCEPTED BY:
Sawcross, Inc.

By: 
Dan Stoneberger, Project Manager

Date Signed: 11-17-15

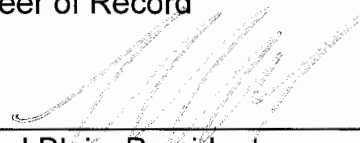
RECOMMENDED BY:

City's Representative

By: N/A
Printed Name: N/A
Title: N/A

Date Signed: N/A

RECOMMENDED BY:
Quentin L. Hampton Associated, Inc.
Engineer of Record

By: 
Brad Blais, President

Date Signed: 11/19/15

APPROVED BY:
CITY OF PORT ORANGE
Department Head

By: Andrew Neff
Andrew Neff, Public Utilities Director

Date Signed: 11/19/15

City Manager

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

Date Signed: 11-20-15

If Council approval is required:

Affirmed:

By: _____
Allen Green, Mayor

Robin L. Fenwick, CMC, City Clerk

Date Signed: _____

Date Signed: _____

Change Order No 2

Exhibit "A"

Sawcross, Inc.

B15-09 Reclaimed Water Reservoir Outfall
and Filtration Project



SAWCROSS INCORPORATED

10970 NEW BERLIN ROAD JACKSONVILLE, FL 32226-2270
904-751-7500 (VOICE) 904-751-0600 (FAX) WWW.SAWCROSS.COM (INTERNET)

November 6, 2015

Mr. Brad Blais P.E

Quentin Hampton Associates, Inc.
4401 Eastport Parkway
Port Orange, FL 32129-0247

Subject: Port Orange Reclaim Water Reservoir Outfall and Filtration System

Dear Brad,

Please let this letter serve as our formal request for a time extension for the following items.

- Filter & Mixer Panels Delivery Delay 10 Days
 - Electrical Work after the Filter & Mixer Panel Delivery 15 Days
 - Lost Time Rain Days 10 Days
- Lost Work Day Dates: 7-17-15, 7-28-15, 7-29-15, 8-18-15, 8-31-15,
9-1-15, 9-3-15, 9-16-15, 9-17-15 & 10-27-15.

We request that thirty five additional days be added to our contract. This would change our substantial completion date from November 17, 2015 to December 22, 2016.

Thank you for your time and consideration of this matter.

Sincerely,

Dan Stoneberger



November 2, 2015

Dan Stoneberger
Project Manager
Sawcross, Inc.
10970 New Berlin Road
Jacksonville, FL 3226-2270

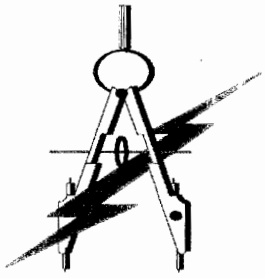
Dear Mr. Stoneberger

The Kruger Discfilter control panels for the Port Orange Reuse project are scheduled to be delivered on 11/22/15. We hoped to have them delivered sooner but fabrication was halted due to confirmation of the overall plant communication plan. Also, at this time of year, our control panel shop is at maximum capacity. If an opportunity arises to improve on the current delivery date we will certainly do so. I apologize for any inconvenience. We at Kruger appreciate your business!

Brad Lewis

Brad Lewis
Project Manager, US Municipal Solutions
WATER TECHNOLOGIES

I. Kruger Inc.
4001 Weston Parkway
Cary, NC 27513 USA
tel. +1 919-677-8310 • fax +1 919-677-0082
www.krugerusa.com



Economy Electric Company

Engineers

Electrical

Contractors

PE0043445
EB0000287

538 West Street
Daytona Beach
Florida 32114

EC0000709 EC0001197
EC0002188 EC0002189

November 2, 2015

Port Orange Reclaim Water Reservoir Outfall and Filtration System

To: Sawcross Inc.
Attention: Dan Stoneberger

Dear Sir,

I was recently informed that the Filter and Mixer Control Panels will not be shipping until near the end of November. This letter is to inform you that we will need a minimum of three weeks, from the time of their reception, to install the panels, complete the conduit system, and install the wiring.

Sincerely,

Heith A Hays, PM / Estimator



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 12/01/2015

Consent item: No

SUBJECT: Resolution No. 15-77 - Recommending Elimination or Limiting the Jurisdiction of the Volusia County Growth Management Commission (Tabled November 10, 2015)

DEPARTMENT: City Manager

GOAL: 3 - Economic Development

OBJECTIVE: N/A

RECOMMENDED MOTION: Move to approve Resolution No. 15-77 recommending Elimination or Limiting the Jurisdiction of the Volusia County Growth Management Commission

SUMMARY: The Volusia Growth Management Commission (VGMC) was created by Volusia County in 1986 to have the power and the duty to determine the consistency of the cities' and the county's comprehensive plans and any amendments thereto. The Commission's main purpose is to provide a forum through which the cities and the county can resolve differences regarding comprehensive plans.

However, in recent years the VGMC has not limited its role to resolving disputes among local governmental entities, but has become a forum that is used by opponents to growth and development to delay and frustrate the legislative growth policies adopted by local governmental entities.

Volusia County is the only County in Florida with this extra layer of bureaucracy, which has become costly to taxpayers and puts our area at a disadvantage in regards to potential development. Even without the VGMC, opponents of development are still able to voice their opinions against changes to the City's comprehensive plan or amendments thereto.

In order to eliminate or reduce an unneeded step in this process, staff is proposing (along with other Volusia County cities) the adoption of the attached resolution. The resolution requests that the Volusia County Charter Commission recommend an amendment to the Volusia County Charter either eliminating the VGMC or alternatively limiting the jurisdiction of the VGMC to only conduct reviews and hearings of proposed comprehensive plan amendments of local governmental entities when an objection to a proposed comprehensive plan amendment is filed by another local governmental entity.

Project Funding Account
No.: No.:

ATTACHMENTS:

1.	Reso. No. 15-77	Reso. No. 15-77.pdf
2.	White Paper on VGMC	White Paper on VGMC.pdf
3.	Background on VGMC	Background on VGMC.pdf
4.	VGMC Presentation	VGMC presentation.pdf

Fenwick, RobinCreated/Initiated - 11/19/2015

RESOLUTION NO. 15-77

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, REQUESTING THE VOLUSIA CHARTER REVIEW COMMISSION TO RECOMMEND AN AMENDMENT TO THE VOLUSIA COUNTY CHARTER EITHER ELIMINATING THE VOLUSIA GROWTH MANAGEMENT COMMISSION OR ALTERNATIVELY LIMITING THE JURISDICTION OF THE VOLUSIA GROWTH MANAGEMENT COMMISSION TO ONLY CONDUCT REVIEWS AND HEARINGS OF PROPOSED COMPREHENSIVE PLAN AMENDMENTS OF LOCAL GOVERNMENTAL ENTITIES WHEN AN OBJECTION TO A PROPOSED COMPREHENSIVE PLAN AMENDMENT IS FILED BY ANOTHER LOCAL GOVERNMENTAL ENTITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State Legislature adopted the Growth Management Act (Act), which requires local governmental entities to adopt comprehensive plans to establish policies for the future growth within their jurisdiction.

WHEREAS, furthermore it is the intent of the Act for counties and municipalities to cooperate and coordinate planning with each other, regional agencies and the State and specifically states:

It is the intent of this act to encourage and ensure cooperation between and among municipalities and counties and to encourage and ensure coordination of planning and development activities of units of local government with the planning activities of regional agencies and state government in accord with applicable provisions of law.

WHEREAS, in addition to the Act, in 1986 the Volusia County Charter (Charter) was amended to create the Volusia Growth Management Commission (VGMC) and the Charter amendment contained the following language:

There is hereby created the Volusia Growth Management Commission (hereafter commission). The commission shall have the power and the duty to determine the consistency of the municipalities' and county's comprehensive plans and any amendments thereto with each other.

WHEREAS, these two provisions clearly indicate that the main purpose of the VGMC is to provide a forum through which local governmental entities can resolve differences regarding comprehensive plans.

WHEREAS, if the role of the VGMC was limited to resolving disputes between local governmental entities regarding comprehensive plans, the VGMC would provide a valuable, cost saving service by avoiding the administrative hearing process provided in State law to resolve such disputes.

WHEREAS, however, the VGMC has not limited its role to resolving disputes among local governmental entities, but has become a forum that is used by opponents to growth and development to delay and frustrate the legislative growth policies adopted by local governmental entities.

WHEREAS, the VGMC has interpreted its role to intervene in growth management policy decisions even if all local governmental entities are in agreement as to consistency.

WHEREAS, the vast majority of the VGMC hearings have not been the result of disputes between local governmental entities, but objections filed by other parties.

WHEREAS, the VGMC is a costly process funded by the taxpayers of Volusia County. The VGMC reviews every proposed comprehensive plan amendment in Volusia County and hearings are easily requested. Such a process has been used to delay and frustrate growth. The VGMC is not required by State law and Volusia County is the only

county in the State with such an added layer of review. This puts Volusia County at a disadvantage when competing with other jurisdictions for new businesses that do not have such an added layer of bureaucracy.

WHEREAS, each local governmental entity has the sovereign authority to adopt its own growth management policies thereby establishing how that community will grow. The VGMC was never intended to be a second forum to review and hear objections to growth management policies adopted by local governmental entities. Such a review would violate the sovereignty of the local government to establish its own growth management policies. The VGMC should only be involved when a local government entity believes that a proposed comprehensive plan amendment of another local governmental entity would have adverse impacts beyond the adopting agencies jurisdiction and negatively impact adjacent local government entities. If a local governmental entity proposed a comprehensive plan amendment and no local governmental entity raises an objection, there is no need for the VGMC to review the proposed amendment and conduct a hearing.

WHEREAS, the County Charter should be amended to either eliminate the VGMC or limit the VGMC involvement to only when an objection to a comprehensive plan amendment is timely filed by another local governmental entity.

WHEREAS, eliminating the VGMC or limiting the role of the VGMC to its primary purpose will not adversely affect the public's right to participate in the adoption of the growth policies of the local governmental entities and to pursue the administrative review provided under State law.

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

Section 1. The City Council of the City of Port Orange hereby requests the Volusia Charter Review Commission to recommend an amendment to the Volusia County Charter either eliminating the VGMC or alternatively limiting the jurisdiction of the VGMC to only conduct reviews and hearings of proposed comprehensive plan amendments of local governmental entities when an objection to a proposed comprehensive plan amendment is filed by another local governmental entity.

Section 2. The City Manager is hereby directed to forward this Resolution to the Volusia Charter Review Commission.

Section 3. If any section, subsection, sentence, clause, phrase, or portion of this Resolution, or application hereof, is for any reason held invalid or unconstitutional by any Court, such portion or application shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions or application hereof.

Section 4. This Resolution shall take effect upon adoption.

MAYOR ALLEN GREEN

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Adopted this ____ day of _____, 2015.

Reviewed and Approved: _____
Margaret T. Roberts, City Attorney

**Coordination of Comprehensive Plans in Volusia County-
Volusia County Growth Management Commission**

Introduction: The following summarizes the regulatory framework for coordination of comprehensive plans in Volusia County and identifies concerns and recommended changes. The goal of the proposed changes is two-fold:

1. Ensure a coordinated and integrated planning process that does create additional procedural requirements for amendments to comprehensive plans of municipalities and Volusia County.
2. Ensure that cities and Volusia County are competitive in attracting and developing economic opportunities.

Background: All cities and counties within the State of Florida are required to adopt and implement a comprehensive plan. The State's growth management regulations have been revised many times since the original adoption of the Local Government Comprehensive Planning and Land Development Regulation Act in 1985, but there has always been a requirement to maintain intergovernmental coordination with adjacent municipalities, counties, and regional authorities (water management districts, Florida Department of Transportation, regional planning council, etc.).

In 1986 the Volusia County Council adopted ordinance 86-136 and created the Volusia Growth Management Commission (VGMC). The VGMC was created to ensure that cities and the county worked together in the development and implementation of the individual local comprehensive plans. The VGMC requirements place an additional level of review regarding the determination as to whether a plan amendment is consistent with the comprehensive plans of adjoining cities and Volusia County.

Issues: The requirement for the VGMC certification can delay amendments or the final implementation of amendments to the comprehensive plan. The delays can be traced to two primary issues. The first pertains to scope of the VGMC responsibility and the second addresses who has standing to challenge or appeal an amendment in front of the VGMC. The following summarize the basic concerns with the operation of the VGMC.

1. When should the VGMC be involved? The VGMC was created to address disagreements between local governments when processing amendments to their respective comprehensive plan. The VGMC has interceded in some applications for amendment even when none of the adjacent local governments have raised any objections. The VGMC should not require a hearing or other compliance actions if none of the adjacent local governments have raised a concern with regard to consistency.
2. What is their role? The VGMC offers conditional certification of comprehensive plans if the sponsoring local government agrees to require a planned development zoning and the planned development zoning has to be reviewed and approved by the VGMC in order to gain full certification. This process for "conditional certification" appears to be outside the role assigned to the VGMC and creates additional delay in the development process.
3. Who are the persons with standing? The VGMC was created for intergovernmental coordination and cooperation. The primary purpose of the VGMC was to provide a way to resolve disputes between local governments at the local level. All other disputes or challenges are addressed in the procedures approved in the Community Planning Act for

persons or organizations that meet the definition of "affected party"(see Attachment 1). Residents, special interest groups and any other organizations that are not local governments should be directed to the appropriate appeal process and to have the VGMC to focus solely on intergovernmental coordination and cooperation.

Recommendations: The need for intergovernmental coordination in comprehensive planning is vital to its success. That is why every local government is required to have an Intergovernmental Coordination Element (ICE) that contains specific goals, objectives and policies identifying how the implementation and amendments of the comprehensive plan will be accomplished. The currently adopted regulations and procedures for the VGMC are out of date and create an additional level of review that can be detrimental to the economic vitality of Volusia County. Revisions to the Charter are needed to establish a process that assures coordination and consistency between local governments, while providing for the ability to respond to changing real estate markets. The following summarizes basic changes that need to be addressed in the Volusia County Charter:

1. Re-emphasize that intergovernmental coordination and consistency are paramount to the planning process and that individual local governments are responsible for timely provision of proposed amendments to all adjoining local governments and Volusia County.
2. Clarify that if a local government is objecting to or otherwise challenging another local government's amendment to their comprehensive plan, then the challenging government shall follow the procedures contained in Florida Statutes.
3. If either the amending local government or the challenging local government seeks additional assistance in resolution of the conflict, then allow the Volusia County Council or their designee to provide arbitration or mediation.
4. The sole purpose of any interlocal coordination or consistency program is to assure that a local government's proposed amendment to their comprehensive plan is determined to "in compliance" as defined by Florida Statutes (see Attachment 1).
5. The only parties allowed to intervene or otherwise be granted standing are representatives or consultants hired by the amending local government, appealing local government or VGMC.

These recommendations are intended to provide for a coordinated approach of ensuring consistency between comprehensive plans, while limiting the scope and focus of the review process.

Attachment 1.

Excerpts the Volusia County Charter and Florida Statutes

Volusia County

Article II. Powers And Duties Of The County

Section 202.3.Volusia Growth Management Commission.

There is hereby created the Volusia Growth Management Commission (hereafter commission). The commission shall have the power and the duty to determine the consistency of the municipalities' and the county's comprehensive plans and any amendments thereto with each other. The commission may perform such other directly related duties as the commission from time to time deems necessary.

The determination by the commission shall be binding on the submitting government. No plan, element of a plan, or amendment of a plan adopted after the date this article becomes law shall be valid or effective unless and until such plan, element of a plan, or amendment has been reviewed by the commission and has been certified as consistent. The review of any such determination of the commission shall be by certiorari.

Florida Statutes 163.3177 Required and optional elements of comprehensive plan; studies and surveys.—

(2) Coordination of the several elements of the local comprehensive plan shall be a major objective of the planning process. The several elements of the comprehensive plan shall be consistent. Where data is relevant to several elements, consistent data shall be used, including population estimates and projections unless alternative data can be justified for a plan amendment through new supporting data and analysis. Each map depicting future conditions must reflect the principles, guidelines, and standards within all elements and each such map must be contained within the comprehensive plan.

(4)(a) Coordination of the local comprehensive plan with the comprehensive plans of adjacent municipalities, the county, adjacent counties, or the region; with the appropriate water management district's regional water supply plans approved pursuant to s. 373.709; and with adopted rules pertaining to designated areas of critical state concern shall be a major objective of the local comprehensive planning process. To that end, in the preparation of a comprehensive plan or element thereof, and in the comprehensive plan or element as adopted, the governing body shall include a specific policy statement indicating the relationship of the proposed development of the area to the comprehensive plans of adjacent municipalities, the county,

adjacent counties, or the region, as the case may require and as such adopted plans or plans in preparation may exist.

(h)1. An intergovernmental coordination element showing relationships and stating principles and guidelines to be used in coordinating the adopted comprehensive plan with the plans of school boards, regional water supply authorities, and other units of local government providing services but not having regulatory authority over the use of land, with the comprehensive plans of adjacent municipalities, the county, adjacent counties, or the region, with the state comprehensive plan and with the applicable regional water supply plan approved pursuant to s. 373.709, as the case may require and as such adopted plans or plans in preparation may exist. This element of the local comprehensive plan must demonstrate consideration of the particular effects of the local plan, when adopted, upon the development of adjacent municipalities, the county, adjacent counties, or the region, or upon the state comprehensive plan, as the case may require.

a. The intergovernmental coordination element must provide procedures for identifying and implementing joint planning areas, especially for the purpose of annexation, municipal incorporation, and joint infrastructure service areas.

b. The intergovernmental coordination element shall provide for a dispute resolution process, as established pursuant to s. 186.509, for bringing intergovernmental disputes to closure in a timely manner.

c. The intergovernmental coordination element shall provide for interlocal agreements as established pursuant to s. 333.03(1)(b).

2. The intergovernmental coordination element shall also state principles and guidelines to be used in coordinating the adopted comprehensive plan with the plans of school boards and other units of local government providing facilities and services but not having regulatory authority over the use of land. In addition, the intergovernmental coordination element must describe joint processes for collaborative planning and decisionmaking on population projections and public school siting, the location and extension of public facilities subject to concurrency, and siting facilities with countywide significance, including locally unwanted land uses whose nature and identity are established in an agreement.

3. Within 1 year after adopting their intergovernmental coordination elements, each county, all the municipalities within that county, the district school board, and any unit of local government service providers in that county shall establish by interlocal or other formal agreement executed by all affected entities, the joint processes described in this subparagraph consistent with their adopted intergovernmental coordination elements. The agreement must:

a. Ensure that the local government addresses through coordination mechanisms the impacts of development proposed in the local comprehensive plan upon development in adjacent

municipalities, the county, adjacent counties, the region, and the state. The area of concern for municipalities shall include adjacent municipalities, the county, and counties adjacent to the municipality. The area of concern for counties shall include all municipalities within the county, adjacent counties, and adjacent municipalities.

b. Ensure coordination in establishing level of service standards for public facilities with any state, regional, or local entity having operational and maintenance responsibility for such facilities.

163.3184 Process for adoption of comprehensive plan or plan amendment.—

(1) DEFINITIONS.—As used in this section, the term:

(a) “Affected person” includes the affected local government; persons owning property, residing, or owning or operating a business within the boundaries of the local government whose plan is the subject of the review; owners of real property abutting real property that is the subject of a proposed change to a future land use map; and adjoining local governments that can demonstrate that the plan or plan amendment will produce substantial impacts on the increased need for publicly funded infrastructure or substantial impacts on areas designated for protection or special treatment within their jurisdiction. Each person, other than an adjoining local government, in order to qualify under this definition, shall also have submitted oral or written comments, recommendations, or objections to the local government during the period of time beginning with the transmittal hearing for the plan or plan amendment and ending with the adoption of the plan or plan amendment.

(b) “In compliance” means consistent with the requirements of ss. 163.3177, 163.3178, 163.3180, 163.3191, 163.3245, and 163.3248, with the appropriate strategic regional policy plan, and with the principles for guiding development in designated areas of critical state concern and with part III of chapter 369, where applicable.

(c) “Reviewing agencies” means:

1. The state land planning agency;
2. The appropriate regional planning council;
3. The appropriate water management district;
4. The Department of Environmental Protection;
5. The Department of State;
6. The Department of Transportation;
7. In the case of plan amendments relating to public schools, the Department of Education;

8. In the case of plans or plan amendments that affect a military installation listed in s. 163.3175, the commanding officer of the affected military installation;
9. In the case of county plans and plan amendments, the Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services; and
10. In the case of municipal plans and plan amendments, the county in which the municipality is located.

(5) ADMINISTRATIVE CHALLENGES TO PLANS AND PLAN AMENDMENTS.—

(a) Any affected person as defined in paragraph (1)(a) may file a petition with the Division of Administrative Hearings pursuant to ss. 120.569 and 120.57, with a copy served on the affected local government, to request a formal hearing to challenge whether the plan or plan amendments are in compliance as defined in paragraph (1)(b). This petition must be filed with the division within 30 days after the local government adopts the amendment. The state land planning agency may not intervene in a proceeding initiated by an affected person.

VGMC

1. STATE LEGAL AUTHORITY OF LOCAL COMPREHENSIVE PLAN

1985 Local Government Comprehensive Planning and Land Development Regulation Act Chapter 163 Part II, Florida Statutes – referred to as Growth Management Act, establishes that there is a need for comprehensive land planning and assigns to local government

- a. Planning – local (County) government responsibility Chap 163 Florida Statutes.

Growth Management Act goal is to:

Strengthen “powers of local governments in the establishment and implementation of comprehensive planning programs to guide and control future development”

Section 163.3194(1)(a), Florida Statutes, establishes the legal status of comprehensive plans. Section 163.3194(1)(a), Florida Statutes, states that

...After a comprehensive plan, or element or portion thereof, has been adopted in conformity with this act, all development undertaken by, and all actions taken in regard to development orders by, governmental agencies in regard to land covered by such plan or element shall be consistent with such plan or element as adopted.

- b. Comprehensive plan includes among other elements

Future Land Use Element (FLUM) – includes Future Land Use Maps

- c. Intergovernmental Coordination

A County’s plan should establish mechanisms (not must) for and facilitate coordination with comprehensive plans of adjacent

1. Counties
2. Municipalities within County & adjacent Counties
3. County School District

- d. General Requirements of a Comprehensive Plan:

Rule 9J-5, Florida Administrative Code, details the specific intergovernmental coordination mechanisms that must now be included in the element. Some of these include:

- Coordination of planning activities mandated by the various elements of the comprehensive plan with other local governments, school boards, other units of local government providing services but not having regulatory authority over the use of land, the region, and the state.
- Resolution of conflicts with other local governments through the regional planning council’s informal mediation process.
- Establishment of procedures to identify and implement joint planning areas for the purposes of annexation, municipal incorporation and joint infrastructure service areas.
- Coordinated management of certain bays, estuaries and harbors that fall under the jurisdiction of more than one local government.
- Recognition of campus master plans.
- Establishment of joint processes for collaborative planning and decision-making with the school board on population projections and the siting of public school facilities.
- Establishment of joint processes for the siting of facilities with county-wide significance, including locally unwanted land uses, such as solid waste disposal facilities.

2. VOLUSIA COUNTY HOME RULE CHARTER – ARTICLE II, CHAPTER 90 AND SECTION 202.3 VOLUSIA GROWTH MANAGEMENT COMMISSION

Volusia Growth Management Commission created by referendum adopted November 4, 1986

The Commission operates through the Volusia County Council adoption of certification rules as codified in Article II, Chapter 90, Volusia Growth Management Commission Consistency Certification Rules and Organization

“the commission shall have the power and duty to determine consistency of the municipalities and the County’s comprehensive plans and any amendments thereto with each other.”

“THE COMMISSION MAY PERFORM SUCH OTHER DIRECTLY RELATED DUTIES AS THE COMMISSION FROM TIME TO TIME DEEMS NECESSARY”

3. THE PROBLEMS:

The VGMC by Charter defines its own role beyond consistency.

1. The County’s Home Rule Charter under Section 202.3 provides for the commission to “perform such other directly related duties from time to time [it] deems necessary” This provision allows the commission to deviate into other areas, such as zoning, from its primary mission of consistency. See the required submittals required by the commission from the City of Oak Hill 04/13/2015.

Memo to VGMC from VHB, Planning Consultants to the VGMC, dated 04/13/2015

III. Conclusion and Recommendation(s)

Volusia County Code Section 90-37(e) states that “The Commission may deny certification where any applicant has failed to establish, by a preponderance of the evidence, its entitlement under this ordinance to the certificate.” Based upon the preceding information, the VGMC Planning Staff concludes that the proposed amendment may result in significant adverse impacts to the region’s central utility system, transportation system, and natural resources. We further conclude that the proposed amendment could adversely impact adjacent jurisdictions based on the Criteria of Consistency established in Volusia County Code; therefore, staff recommends the VGMC deny the application as submitted.

Should the Volusia Growth Management Commission determine there is a merit for approving VGMC Case No. 15-009, we recommend the following conditions be placed upon the certification of this amendment, such that the application and the comprehensive plan amendments contained therein can be certified consistent. Those condition(s) are as follows:

1. To address the lack of data and analysis available at this time, all development within the Activity Center shall occur as a Planned Development (PD) agreement to be submitted to the VGMC and must receive a certification of consistency before any development additional opportunity to review development of the subject site for specific impacts at the time of rezoning.
2. To address the possible environmental impacts on the water quality of the Indian River Lagoon and the encroachment of wildlife habitat of the National Seashore, a Mitigation Plan must be submitted as part of the PD agreement.
3. Any proposed development shall demonstrate how connection to the nearest central utility line locations will be accomplished.
4. All proposed development uses shall be located towards the center of the subject site, and all building setbacks shall be a minimum of thirty-five (35) feet. Only conservation and agricultural uses shall be allowed towards the edge of the property.
5. Any proposed changes or amendments to be made or adopted to the City’s Comprehensive Plan in response to a compliance agreement pursuant to Florida Statute Section 163.3184(6) or a directive from the Administrative Commission pursuant to Florida Statute Section 163.3184(8) (collectively referred to as “Remedial Amendment”) must be submitted to the Volusia Growth Management Commission as additional information to the original application pursuant to Volusia County Code Section 90-37(a) and the VGMC may “determine in its sole discretion that the additional information changes the facts and circumstances of the prior certification.” If such a determination is made, the VGMC shall hold a noticed public hearing on the Remedial Amendment. If the determination is made that the Remedial Amendment is consistent with the prior certification, no public hearing is required and a letter confirming consistency of the Remedial Amendment shall be issued to the City.
6. Failure to comply with any of the conditions of certification shall result in an automatic revocation of this certification, thereby rendering the amendment to the City’s Comprehensive Plan, which is the subject of this certification, invalid and ineffective.

2. **Intervention Sec 90-38:** While the intent of the enabling legislation and the Charter (Sec. 90-31 and 90-37) is for the VGMC to address issues of consistency between adjacent political subdivisions, the door is open by Charter language (Sec. 90-38) for "persons" to claim to be an aggrieved party and "petition for leave to intervene".

Persons other than the original parties to a pending complete application under this article who are or may be substantially affected and aggrieved by the outcome of the proceeding may petition the commission for leave to intervene. Petitions for leave to intervene must be filed in writing at least five days before the date of the public hearing, and should, at a minimum, contain the following:

- (1) The name and address of the intervenor, and an explanation of how its substantial interests may be substantially affected by the commission's determination;
- (2) If the intervenor intends to object to certification of consistency, a statement of all disputed issues of material fact, including specific objections to the pending application;
- (3) A demand for relief to which the intervenor deems itself entitled; and
- (4) Other information which the intervenor contends is material and relevant.

3. The Charter under Section 202.3 Volusia Growth Management Commission requires that the voting members of the commission be appointed, with each municipality having one member and five members from the unincorporated areas of the county. It further defines that the governing body of each respective jurisdiction make the appointment and that member's votes will be weighted based on percentage of county population.

Consequently, small municipalities elected council can easily be denied a certificate of consistency, including minor amendments by an appointed body, the majority of which are not adjacent political subdivisions.

VGMC ROLL CALL VOTE			
	MEMBER	CITY POP	%
DAYTONA BEACH	RICHARD WALTON	62,622	12.43%
DAYTONA BEACH SHORES	VACANT	4,264	0.85%
DEBARY	SID VIHLEN	19,802	3.93%
DELAND	VACANT	29,467	5.85%
DELTONA	SANDY LOU GALLAGHER	86,360	17.14%
EDGEWATER	ROBERT LOTT	20,748	4.12%
HOLLY HILL	LORETTA ARTHUR	11,661	2.31%
LAKE HELEN	ROGER SONNENFELD	2,616	0.52%
NEW SMYRNA BEACH	ROBERT LOVELACE JR	23,834	4.73%
OAK HILL	VACANT	1,855	0.37%
ORANGE CITY	ROBERT STORKE	11,483	2.28%
ORMOND BEACH	GERALD BRANDON	39,455	7.83%
PIERSON	VACANT	1,688	0.33%
PONCE INLET	DON ROMANIK	3,039	0.60%
PORT ORANGE	DEBBIE CONNORS	57,467	11.40%
SOUTH DAYTONA	RICHARD KANE	12,373	2.46%
UNINCORPORATED AREA		115,117	22.85%
	SANDRA WALTERS		4.57%
	JAMES WACHTEL		4.57%
	DOUGLAS DELEON		4.57%
	WILLIAM POUZAR		4.57%
	GLYM SLAY		4.57%
	TOTAL	503,851	100%

4. Neither the Volusia County Home Rule Charter or the Volusia Growth Management Commission Consistency Certification Rules and Organization provide for an appeal other than filing a petition for Writ of Certiorari which is a Court action following prescribed state appellate rules to the Circuit Court of the County. The burden of proof is on the political jurisdiction requiring the amendment to its Comprehensive Land Use Plan. The resulting cost is usually burdensome, especially to small municipalities.

Additionally, the time delay, especially if VGMC denies consistency is a detriment to potential economic development projects.

Sec. 90-40. Appeals.

(a) Any substantially affected and aggrieved local government or other substantially affected and aggrieved party which has previously timely intervened pursuant to section 90-38 may contest the issuance, denial or revocation of a certificate of consistency by filing a petition for writ of certiorari along with a complete record of the proceeding(s) from which said certificate emanated so certified by the commission's records custodians, in the manner prescribed by the state appellate rules to the circuit court of the county, within 30 days after the date the commission's decision is filed with its secretary. The court shall not conduct a trial de novo. The proceedings before the commission, including the testimony of witnesses, and any exhibits, photographs, maps or other documents filed before them, shall be subject to review by the circuit court. The petition for writ of certiorari shall state how the commission erred and shall include all of the documents, papers, photographs, exhibits and transcripts constituting the record upon which the action appealed from was taken, or properly certified copies thereof in lieu of originals. The petition, along with the record, shall be filed in the circuit court within 30 days after the filing of the decision by the commission to which such petition is addressed. The court may extend the time for filing the record, including the transcript and exhibits, for good cause shown. The person filing the petition for certiorari shall be responsible for filing a true and correct transcript of the complete testimony of the witnesses.

(b) The petition for writ of certiorari shall be furnished to the original applicant, the owner of record of the subject property, to each attorney at law appearing for any person at the hearing before the Volusia Growth Management Commission, and to the Volusia Growth Management Commission. The commission shall suspend the issuance of its permit until the court has ruled upon the petition.

(c) The Volusia Growth Management Commission shall be a necessary and indispensable party to any appeal of its decisions. Any other person including but not limited to an adjacent local government may intervene, pursuant to Florida Rule of Civil Procedure 1.230, as a respondent in the certiorari proceeding authorized by this section.

(Ord. No. 87-24, § 9, 7-23-87; Ord. No. 99-16, § 4, 5-13-99)

5. The VGMC, under authority of the County Charter, and its Rules of Operation can and has given away individual or group standing to identify themselves as an aggrieved party on issues outside of the primary mission of intergovernmental consistency.

Please see the attached letter signed and dated March 20, 2015 by Clay Henderson from Audubon Florida objecting to Oak Hill Comprehensive Plan Amendment Ordinance 2015-07. Subsequent to this letter, a petition for "leave to intervene" was filed with VGMC by Audubon Florida and the Volusia County Audubon Society. The petition named a resident of New Smyrna Beach who is a member of Audubon as the "aggrieved party". The City raised the question as to the Audubon Society's authority to have standing since it is not an adjacent political subdivision and the City's request was only for a text change to allow for manufacturing on a specific 415 acre site.

VOLUSIA GROWTH MANAGEMENT COMMISSION

OVERVIEW OF VGMC

**PRESENTED BY
PAUL H. CHIPOK, ESQUIRE
GRAY ROBINSON, P.A.**

**October 28, 2015
7:00 P.M.**

OVERVIEW

- I. VGMC HISTORY**
- II. VOLUSIA COUNTY COMPREHENSIVE PLANNING AMENDMENT PROCESS**
- III. HEARING PROCESS**
 - A. STANDARD OF REVIEW**
 - B. QUASIJUDICIAL HEARING – WHAT PROCESS IS DUE**
 - C. MAKING A DECISION**
 - D. SUMMARY**
- IV. REVIEW OF SIGNIFICANT ADVERSE IMPACT**

V. APPLICATION AND BUDGET EXPENSE HISTORY

IV. QUESTIONS FROM VGMC

I. HISTORY OF THE VOLUSIA GROWTH MANAGEMENT COMMISSION

VOLUSIA GROWTH MANAGEMENT COMMISSION

HISTORY

- **ADOPTION OF ELMS II IN 1985** *Corp plans became mandatory*
- **VOLUSIA COUNTY CHARTER REVIEW COMMISSION CONCERNED ABOUT AVOIDING COSTLY ANNEXATION LAWSUITS**
- **ON NOVEMBER 4, 1986, VOLUSIA COUNTY VOTERS OVERWHELMINGLY AMENDED THE COUNTY CHARTER TO CREATE THE COMMISSION**
- **ORIGINAL RULES DEVELOPED BY COMMITTEE WITH PARTICIPATION FROM ALL GOVERNMENTS AND THE COMMUNITY**
- **IN 2014 THE CERTIFICATION RULES (AS ADOPTED BY COUNTY ORDINANCE) AND IN 2012 RULES OF PROCEDURE (AS ADOPTED BY VGMC RESOLUTION) WERE REVISED AND UPDATED**

VOLUSIA GROWTH MANAGEMENT COMMISSION

GOVERNING LEGISLATION

- **VOLUSIA COUNTY CHARTER §202.3**
- **VOLUSIA COUNTY CODE CHAPTER 90, ARTICLE II, GROWTH MANAGEMENT COMMISSION CERTIFICATION RULES, UPDATED IN 2014**
- **VOLUSIA GROWTH MANAGEMENT COMMISSION RESOLUTION 1987-6, AS AMENDED, RULES OF PROCEDURE FOR MEETINGS, MEMBERSHIP AND OPERATIONS, UPDATED IN 2012**

VOLUSIA GROWTH MANAGEMENT COMMISSION

GOALS AND OBJECTIVES

GOALS:

TO PROVIDE AN EFFECTIVE MEANS FOR COORDINATING THE PLANS OF MUNICIPALITIES AND THE COUNTY, IN ORDER TO PROVIDE A FORUM FOR LOCAL GOVERNMENTS IN VOLUSIA COUNTY TO COORDINATE DECISION MAKING RELATED TO LAND USE, THE ENVIRONMENT AND PUBLIC SERVICES FOR THE CITIZENS OF VOLUSIA COUNTY.

OBJECTIVE:

REVIEW THE COMPREHENSIVE PLANS AND ANY PLAN AMENDMENTS THERETO FOR EACH GOVERNMENTAL ENTITY IN VOLUSIA COUNTY TO INSURE INTERGOVERNMENTAL COORDINATION AND COOPERATION

- **CREATES A LEVEL PLAYING FIELD**
 - **NO ONE COMPREHENSIVE PLAN CONTROLS OVER OTHERS**
- **FORCES COOPERATION EARLY IN PROCESS**
 - **COORDINATION BETWEEN JURISDICTIONS MUST BE ESTABLISHED BEFORE COMPREHENSIVE PLAN CAN BE AMENDED**

- **NO ONE JURISDICTION HAS CONTROL OF PROCESS**
 - **21 VOTING MEMBERS: 16 MUNICIPALITIES AND 5 FROM COUNTY**
- **WEIGHTED VOTE BY POPULATION**
- **NEED MAJORITY INDIVIDUAL VOTES AND MAJORITY OF WEIGHTED VOTE**

VOLUSIA GROWTH MANAGEMENT COMMISSION

SCOPE OF AUTHORITY

- **VGMC SCOPE IS NARROW**
 - **REVIEW OF COMPREHENSIVE PLAN AMENDMENT TO DETERMINE CONSISTENCY OF AMENDMENT WITH PLANS OF ADJACENT MUNICIPALITIES AND COUNTY**
 - **IF FOUND NOT TO BE CONSISTENT, UNDER WHAT CONDITIONS COULD THE AMENDMENT BE MADE TO BE CONSISTENT**

II. VOLUSIA COUNTY COMPREHENSIVE PLANNING AMENDMENT PROCESS

COMPREHENSIVE PLANNING

ESTABLISHED BY F.S. CHAPTER 163 PART II AND AMENDED IN 2011 BY HB 7207

- **NOW REFERRED TO AS THE “COMMUNITY PLANNING ACT”**
FS SECTION 163.3161 (1)
- **REQUIRES A MUNICIPALITY TO ADOPT AND AMEND A
COMPREHENSIVE PLAN TO GUIDE THEIR FUTURE DEVELOPMENT
AND GROWTH**
FS SECTION 163.3167 (1)
- **LEGISLATURE RECOGNIZES NEED FOR INNOVATIVE PLANNING AND
DEVELOPMENT STRATEGIES TO PROMOTE A DIVERSE ECONOMY
AND VIBRANT RURAL, SUBURBAN AND URBAN COMMUNITIES,
WHILE PROTECTING ENVIRONMENTALLY SENSITIVE AREAS**
FS SECTION 163.3168 (1)

STATE COMPREHENSIVE PLANNING

AMENDMENT PROCESS

- **MUNICIPALITY MUST TRANSMIT PROPOSED COMPREHENSIVE PLAN AMENDMENT TO STATE LAND PLANNING AGENCY (SLPA) BASED ON TYPE OF AMENDMENT:**
 - **EXPEDITED STATE REVIEW PROCESS**
 - **TRANSMITTAL HEARING**
 - **REVIEWING AGENCIES HAVE 30 DAYS TO COMMENT**
 - **ADOPTION HEARING**
 - **STATE COORDINATED REVIEW PROCESS**
 - **APPLIES TO SECTOR PLANS, EAR BASED AMENDMENTS, OTHER SPECIAL PROGRAMS**
 - **TRANSMITTAL HEARING**
 - **60 DAYS FOR ORC REPORT**
 - **ADOPTION HEARING**

- **SMALL SCALE AMENDMENT PROCESS**
 - **UNDER 10 ACRES**
 - **ONLY REQUIRES ONE PUBLIC HEARING**

FS SECTION 163.3184(2)

**VOLUSIA COUNTY COMPREHENSIVE PLANNING
AMENDMENT PROCESS: VGMC**

- **PER CHARTER SECTION 202.3 EXTRA STEP INCLUDED:**
 - **WHEN: PRIOR TO ADOPTION BY MUNICIPALITY, VGMC CONDUCTS REVIEW**
 - **WHAT: VGMC HAS THE POWER AND DUTY TO DETERMINE THE CONSISTENCY OF A MUNICIPALITY'S AND COUNTY'S COMPREHENSIVE PLANS AND ANY AMENDMENTS THERETO WITH EACH OTHER**
 - **HOW: VGMC TO ISSUE CERTIFICATE OF CONSISTENCY BEFORE ADOPTION HEARING**

- **VGMC PROVIDES MEANS FOR COORDINATING:**
 - **PLANS BETWEEN MUNICIPALITIES AND COUNTY**
 - **PROVISION OF PUBLIC SERVICES**
 - **INTERGOVERNMENTAL COOPERATION
AND COORDINATION**

VOLUSIA COUNTY CODE SECTION 90-33(5)

APPLICATION PROCESS

CONSISTENCY CERTIFICATION RULES

- **VGMC APPLICATION SUBMITTED SIMULTANEOUSLY WITH APPLICATION TO SLPA AND REVIEWING AGENCIES**
- **VGMC ADMINISTRATIVE STAFF NOTICE THE APPLICATION BY MAIL AND NEWSPAPER NOTICE**
- **THE VGMC STAFF HAS 30 DAYS TO REVIEW APPLICATION AND REQUEST ADDITIONAL INFORMATION**
- **IF A PUBLIC HEARING IS REQUESTED, THAT HEARING SHALL BE HELD WITHIN 60 DAYS AFTER THE REQUEST AND NOT LATER THAN 90 DAYS FROM THE COMPLETE APPLICATION**

APPLICATION PROCESS

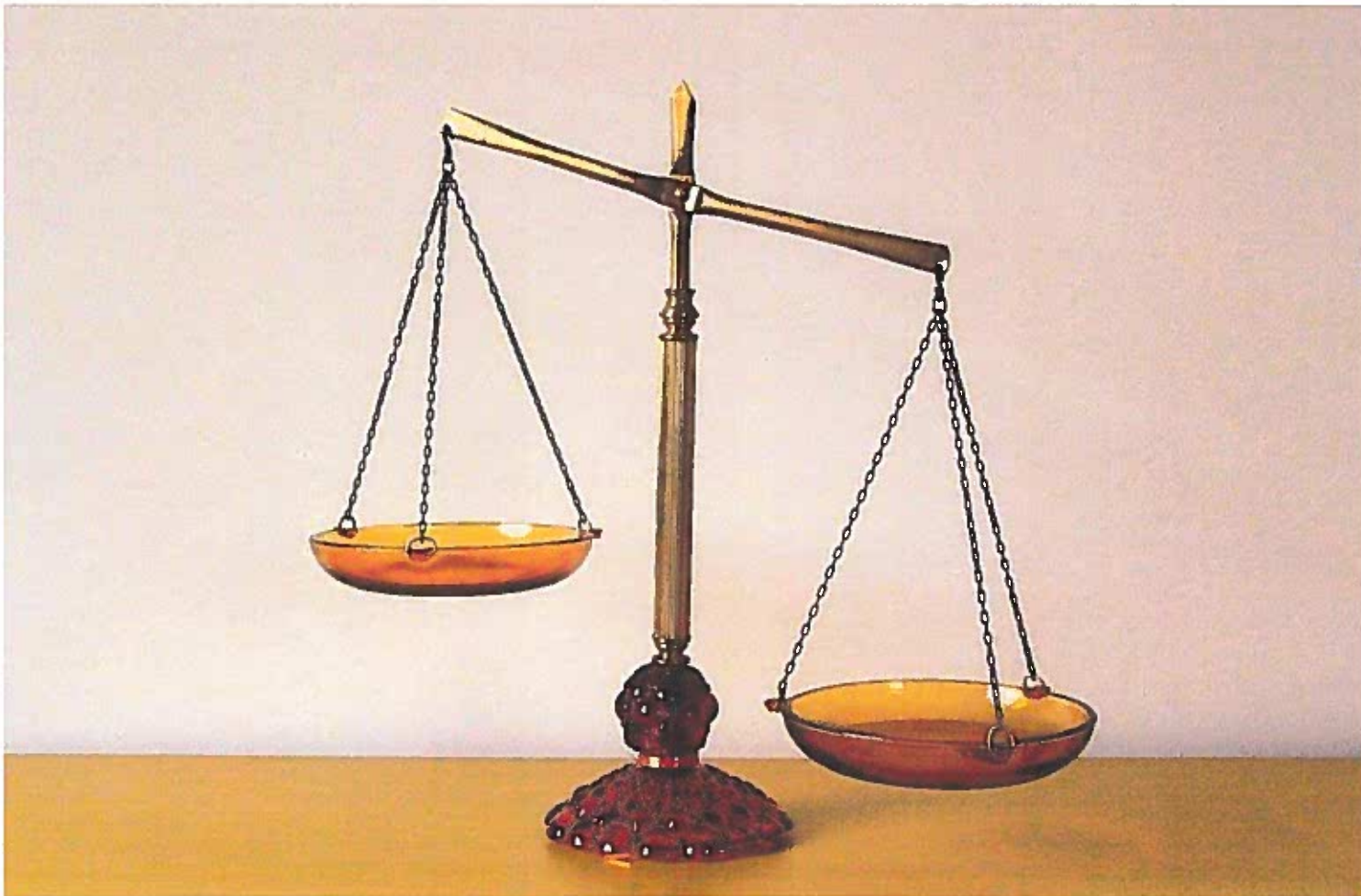
CONSISTENCY CERTIFICATION RULES

- **IF NO ADDITIONAL INFORMATION IS NEEDED AND NOBODY REQUESTS A HEARING THE PLAN IS AUTOMATICALLY DEEMED CONSISTENT AND IS CERTIFIED BY LETTER EXECUTED BY THE CHAIRMAN**
- **A PUBLIC HEARING IS HELD IF:**
 - **AN ADJACENT JURISDICTION FILES A PETITION WITH VGMC WITHIN 28 DAYS; OR**
 - **PUBLIC FILES A PETITION WITH VGMC WITHIN 21 DAYS AFTER NOTICE IS PUBLISHED; OR**
 - **THE VGMC STAFF DETERMINES THAT AN APPLICATION DOES NOT MEET PRIOR VGMC CONDITIONS OF CERTIFICATION; OR**
 - **THE VGMC STAFF DETERMINES THAT AN APPLICATION IS INCONSISTENT.**
- **FAILURE TO FILE PETITION WAIVES RIGHT TO PUBLIC HEARING**
- **IF A PUBLIC HEARING IS HELD, THE SECTION 90-37(C) CRITERIA APPLY**

III. HEARING PROCESS

A. STANDARD OF REVIEW

- **QUASI JUDICIAL IN NATURE**
- **APPLICANTS PROVIDE REASONABLE ASSURANCE THAT PLAN AMENDMENT IS “CONSISTENT” WITH PLANS OF ADJACENT OR SUBSTANTIALLY AFFECTED AND AGGRIEVED LOCAL GOVERNMENTS**
- **APPLICANT JURISDICTION MUST ESTABLISH BY A “PREPONDERANCE OF EVIDENCE” ITS ENTITLEMENT TO THE CERTIFICATE**
 - **“PREPONDERANCE OF EVIDENCE” MEANS:
EVIDENCE WHICH IS OF GREATER WEIGHT OR MORE CONVINCING THAN EVIDENCE WHICH IS OFFERED IN OPPOSITION TO IT**
 - **IN OTHER WORDS, AS A WHOLE EVIDENCE SHOWS THE FACT SOUGHT TO BE PROVED IS MORE PROBABLE THAN NOT**



- **AMENDMENT SHALL BE “CONSISTENT” IF IT IS “COMPATIBLE WITH” AND “IN FURTHERANCE OF” SUCH ADJACENT AND SUBSTANTIALLY AFFECTED COMPREHENSIVE PLANS WHEN ALL SUCH PLANS ARE CONSTRUED AS A WHOLE.**
- **“COMPATIBLE WITH” MEANS THAT THE PLAN AMENDMENT IS NOT IN CONFLICT WITH ADJACENT PLANS**
- **“IN FURTHERANCE OF” MEANS TO TAKE ACTION IN THE DIRECTION OF REALIZING THE GOALS OR POLICIES OF SUCH ADJACENT AND SUBSTANTIALLY AFFECTED COMPREHENSIVE PLANS.**
- **DOES IT ADVERSELY AFFECT INTERGOVERNMENTAL COOPERATION AND COORDINATION?**
- **APPLICATION OF THE SIX FACTORS OF SECTION 90-37(C)**

B. QUASI JUDICIAL HEARING - WHAT PROCESS IS DUE?

- **QUASI JUDICIAL PROCEEDINGS ARE NOT CONTROLLED BY STRICT RULES OF EVIDENCE AND PROCEDURE**
- **MUST ADHERE TO CERTAIN STANDARDS OF BASIC FAIRNESS TO AFFORD DUE PROCESS**

MINIMUM DUE PROCESS REQUIREMENTS FOR A QUASI JUDICIAL HEARING:

- **PROVIDE NOTICE OF HEARING**
- **PROVIDE AN OPPORTUNITY TO BE HEARD**
- **PARTIES MUST BE ABLE TO:**
 - **PRESENT EVIDENCE**
 - **CROSS EXAMINE WITNESSES**
 - **BE INFORMED OF ALL FACTS UPON WHICH THE COMMISSION ACTS**

Jennings v. Dade County, 589 So.2d 1337, 1340 (Fla. 3rd DCA 1991),
rev. den. 589 So.2d 75 (Fla. 1992)

- **PROVIDE NOTICE OF HEARING**
 - **VGMC PUBLISHES NOTICE OF PUBLIC HEARINGS**
- **PROVIDE OPPORTUNITY TO BE HEARD**
 - **SINCE A QUASI JUDICIAL HEARING IS A PUBLIC HEARING, MEMBERS OF THE PUBLIC HAVE THE RIGHT TO ADDRESS THE COMMISSION**
 - **THE TIME FOR PUBLIC COMMENT MAY BE LIMITED BY THE COMMISSION**
 - **THE PRECISE LIMITS OF OPPORTUNITY TO BE HEARD ARE NOT DETERMINED BY FIXED RULES OF LAW, BUT RATHER NECESSITIES OF THE PARTICULAR PROCEEDING**

Keys Citizens for Responsible Gov't, Inc. v. Fla. Keys Aqueduct Auth.,
795 So.2d 940 (Fla. 2001)

PROVIDE AN OPPORTUNITY TO BE HEARD PARTY V. PUBLIC

- **PUBLIC MAY ADDRESS THE COMMISSION**
- **PARTY IS ENTITLED TO PARTICIPATE IN THE PROCEEDING**
- **DETERMINATION OF A PARTY**
 - **APPLICANT JURISDICTION IS DEEMED A PARTY**
 - **PERSONS CLAIMING TO BE A SUBSTANTIALLY AFFECTED OR AGGRIEVED PARTY MUST FILE A PETITION FOR LEAVE TO INTERVENE**
SECTION 90-38
 - **STANDING STANDARD**
 - **ADVERSE IMPACT, SPECIFIC INJURY OR DAMAGE DIFFERENT IN KIND FROM IMPACT OR INJURY SUFFERED BY OTHER RESIDENTS IN AREA**

Renard v. Dade County, 261 So.2d 832 (Fla. 1972)

WHY PARTY V. PUBLIC DETERMINATION IS IMPORTANT

PARTY UNDER DUE PROCESS MUST BE ABLE TO

- **PRESENT EVIDENCE**
- **CROSS EXAMINE WITNESSES**
- **BE INFORMED OF ALL FACTS UPON WHICH THE COMMISSION ACTS**

PUBLIC OR PARTICIPANTS

- **FLORIDA LAW DOES NOT REQUIRE ALL PARTICIPANTS TO CROSS EXAMINE WITNESSES**

Carillon Community Residential v. Seminole County, 45 So.3d 7
(Fla. 5th DCA 2010)

C. MAKING A DECISION

COMMISSION IS TRIER OF FACT AND TO WEIGH THE EVIDENCE

- **CIRCUIT COURT FUNCTIONS AS APPEAL COURT AND IT IS NOT ENTITLED TO REWEIGH THE EVIDENCE OR SUBSTITUTE ITS JUDGMENT FOR THAT OF THE COMMISSION**

Haines City Comty. Dev. v. Heggs, 658 So.2d 523 (Fla. 1995)

- **WHETHER THE RECORD CONTAINS COMPETENT SUBSTANTIAL EVIDENCE THAT WOULD SUPPORT SOME RESULT OTHER THAN THAT OF THE COMMISSION IS IRRELEVANT**

Dusseau v. Miami Dade Cty. Bd. Of County Comm'rs., 794 So.2d 1270, 1275 (Fla. 2001)

MUST BE BASED ON COMPETENT SUBSTANTIAL EVIDENCE IN THE RECORD

- **COMPETENT SUBSTANTIAL EVIDENCE IS DEEMED TANTAMOUNT TO LEGALLY SUFFICIENT EVIDENCE**

Florida Power & Light v. City of Dania, 761 So. 2d 1089 (Fla. 2000)

- **DEFINED AS “SUCH EVIDENCE AS WILL ESTABLISH A SUBSTANTIAL BASIS OF FACT FROM WHICH THE FACT ISSUE CAN BE REASONABLY INFERRED”**

DeGroot v. Sheffield, 95 So.2d 912 (Fla. 1957)

TYPES OF EVIDENCE DEEMED TO BE COMPETENT SUBSTANTIAL EVIDENCE

- **PROFESSIONAL STAFF REPORT**
Palm Beach County v. Allen Morris Co., 547 So.2d 690 (Fla. 4th DCA 1989)
- **TESTIMONY BY CITY PLANNING AND ZONING OFFICIALS**
Hillsborough County BOCC v. Longo, 505 So.2d 470 (Fla. 2d DCA 1987)
- **EXPERT WITNESSES: MUST BE QUALIFIED**
 - **SPECIAL KNOWLEDGE OF SUBJECT MATTER BY STUDY OR EXPERIENCE**
Gianos v. Baum, 941 So.2d 581 (Fla. 2d DCA 2006)
 - **NO EXACT REQUIREMENT AS TO MANNER IN WHICH SKILL OR EXPERIENCE IS ACQUIRED**
Jordon v. State, 694 So.2d 708 (Fla. 1997)

- **CITIZEN TESTIMONY**
 - **FACT BASED TESTIMONY “IS PERFECTLY PERMISSIBLE AND CONSTITUTES SUBSTANTIAL COMPETENT EVIDENCE”**

Miami-Dade County v. Walberg, 739 So.2d 115, 117 (Fla. 3d DCA 1999), rev. dismissed, 736 So.2d 1046 (Fla. 2000)
 - **MEER GENERALIZED STATEMENTS OF OPPOSITION ARE TO BE DISREGARDED**

City of Apopka v. Orange County, 299 So.2d 657 (Fla. 4th DCA 1974)
- **LEGAL ARGUMENT OF ATTORNEY IS NOT EVIDENCE OR TESTIMONY**

Hann v. Balogh, 920 So.2d 1250 (Fla. 2d DCA 2006)

D. SUMMARY

APPLICATION REVIEW PROCESS IS SIMILAR TO 120 LICENSING PROCEDURES

- STAFF CAN REQUEST ADDITIONAL INFORMATION
- ALL LOCAL GOVERNMENTS IN VOLUSIA COUNTY MAY SUBMIT WRITTEN COMMENTS
- IF NO ONE OBJECTS AND THE STAFF DETERMINES THERE IS NO PROBLEMS, CERTIFICATION IS ISSUED WITHOUT A PUBLIC HEARING
- SMALL SCALE AMENDMENTS ARE FAST TRACKED
- IF ANYONE GRIPEs, A HEARING IS HELD

VOLUSIA GROWTH MANAGEMENT COMMISSION

IV. REVIEW OF SIGNIFICANT ADVERSE IMPACT ON INFRASTRUCTURE BEYOND THE BOUNDARIES OF ONE JURISDICTION

**VOLUSIA COUNTY CODE
CHAPTER 90, ARTICLE II
VGMC CERTIFICATION RULES**

Section 90-37 Criteria for Issuance of Certificate

(c) In determining whether a plan, element, or plan amendment adversely affects intergovernmental cooperation and coordination, the commission may, in its sole discretion, consider one or more of the following factors:

(3) The extent to which the plan, element, or plan amendment causes or may reasonably be anticipated to cause significant adverse impacts on infrastructure beyond the boundaries of one jurisdiction.

WHAT IS INFRASTRUCTURE

- **Sanitary sewage**
- **Solid waste**
- **Drainage**
- **Potable water**
- **Parks and recreation**
- **Schools**
- **Transportation facilities**

WHAT IS SIGNIFICANT ADVERSE IMPACT

- **Significant – not minor or incidental**
- **Adverse – detrimental, unfavorable, harmful**
- **Impact – effect upon**
- **Impact must be beyond the boundaries of the applicant jurisdiction**

METHOD OF MEASUREMENT OF IMPACTS

- **Look at net change**
 - **what new impacts are caused by proposed land use designation that are greater than existing land use designation**
 - **must look at maximum buildout potential of land use**

- **Impacts not otherwise mitigated**
- **Methods of mitigating impacts**
 - **Schools – Concurrency Letter**
 - **Capacity Enhancement Agreement**
 - **Traffic – Proportionate Share Agreement**
 - **Existence of an Interlocal Agreement Addressing Impact Mitigation Issues**

V. APPLICATION AND BUDGET HISTORY

VGMC Application and Budget Expense History

Year	Apps Received	Public Hearings on Amendments	VGMC Expenses
2004	58	5	\$244,720
2003	54	5	\$179,622
2002	43	3	\$203,415
2001	46	10	\$177,306
2000	53	9	\$143,264
1999	36	8	\$212,194
1998	37	9	\$180,629
1997	54	11	\$158,545
1996	50	11	\$139,469
1995	34	7	\$151,036
1994	43	9	\$176,084
1993	38	10	\$157,251
1992	23	12	\$218,171
1991	17	11	\$216,257
1990	11	12	\$213,189
1989	31	12	\$103,579
1988	16	12	\$52,645
1987			\$21,570

VGMC Application and Budget Expense History

Year	Apps Received	Public Hearings on Amendments*	Average # days from Receipt to Determination	VGMC Expenses
2014	46	2	34	\$170,507
2013	97	1	30	\$113,266
2012	33	0	32	\$121,418
2011	59	5	35	\$256,838
2010	34	5	62	\$341,922
5-Year Average	54	3	39	\$200,790
2009	26	2	58	\$267,861
2008	81	2	50	\$328,456
2007	77	5	76	\$301,343
2006	83	5	88	\$268,835
2005	81	5	79	\$244,720
10-Year Average	62	3	54	\$241,517

5-year average = 54 applications/year; 39 day avg. turn around

10-year average = 62 applications/year; 54 day avg. turn around

***Does not include public hearings on 1) Requests for extension to comply with prior VGMC resolutions, or 2) Requests for waiver of the 90-day rule.**

VII. QUESTIONS?



VGMC Planning Overview



Presented to

Volusia Growth Management Commission

Presented by





VGMC Overview

- VGMC has no Comprehensive Plan
- Focus on issues of adjacency
- Initial resolution of comprehensive plan compatibility
 - Levels of Service
 - Utility service areas
- Since adoption of plans, focus has been on conflict resolution



VGMC Review Criteria - Sec. 90-37(c)

- In determining whether a plan, element, or plan amendment adversely affects intergovernmental cooperation and coordination, the commission may, in its sole discretion, consider one or more of the following factors:
 - The extent to which the plan, element of plan amendment provides for areawide or **central utility service solutions**;
 - The extent to which the plan, element of plan amendment provides for areawide or **regional transportation solutions**;
 - The extent to which the plan, element of plan amendment causes or may reasonably be anticipated to cause **significant adverse impacts on infrastructure beyond the boundaries of one jurisdiction**;
 - The extent to which the plan, element of plan amendment causes or may reasonably be anticipated to cause **significant adverse impacts on natural resources which extend beyond the boundaries of one jurisdiction**;
 - The extent to which the plan, element, or plan amendment provides for the **coordination of the timing and location of capital improvements** in a manner to reduce duplication and competition; and,
 - The existence of an agreement among all substantially affected local government, substantially affect parties (if any) and the applicant local government which provides for all said governments' consent to the application. If the commission determines that such an agreement exists for any given application, then it shall be rebuttably presumed that said application does not adversely affect **intergovernmental cooperation and coordination**.



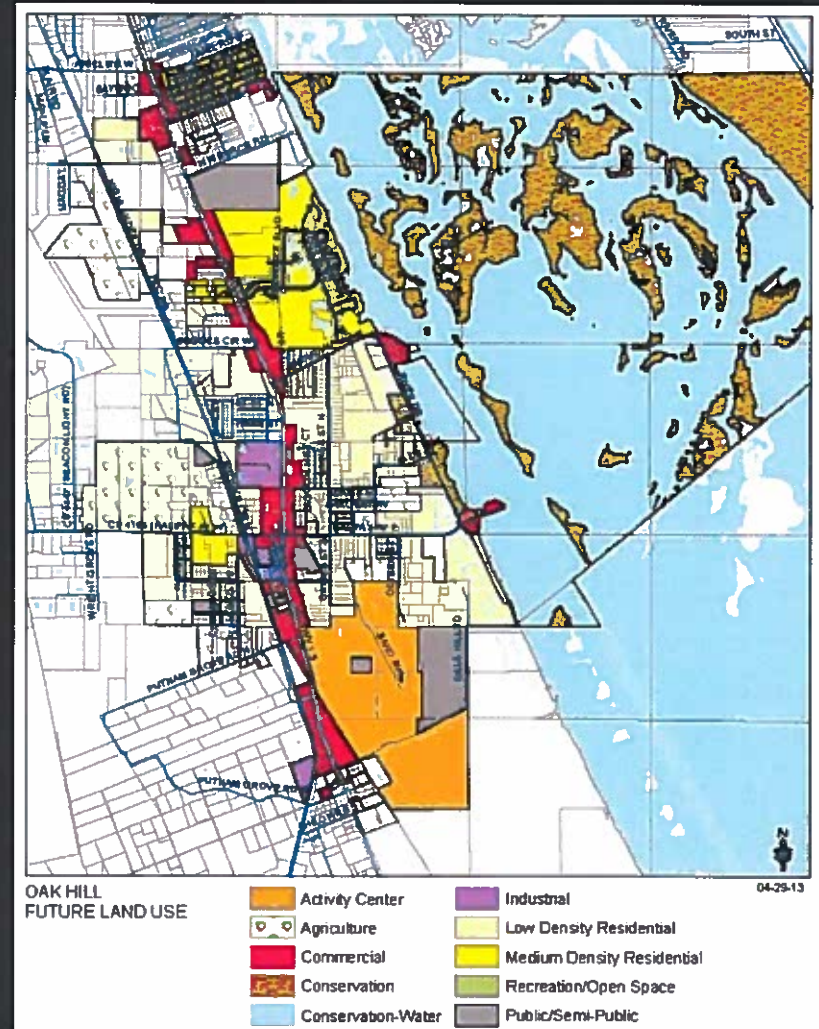
Analogue - Oak Hill

Overview

- Text amendment to FLU policies to allow industrial land uses at a 1.0 FAR;
- Text amendment to FLU policies removing the 35 foot maximum building height;
- Special District #1 is located adjacent to National Seashore

Issues

- Oak Hill has no central utility system
- Infrastructure beyond one jurisdiction
- Timing and location of capital improvement
- Guarantee of service availability and capacity from adjacent jurisdictions in CIP
- Potential adverse impacts on significant natural systems





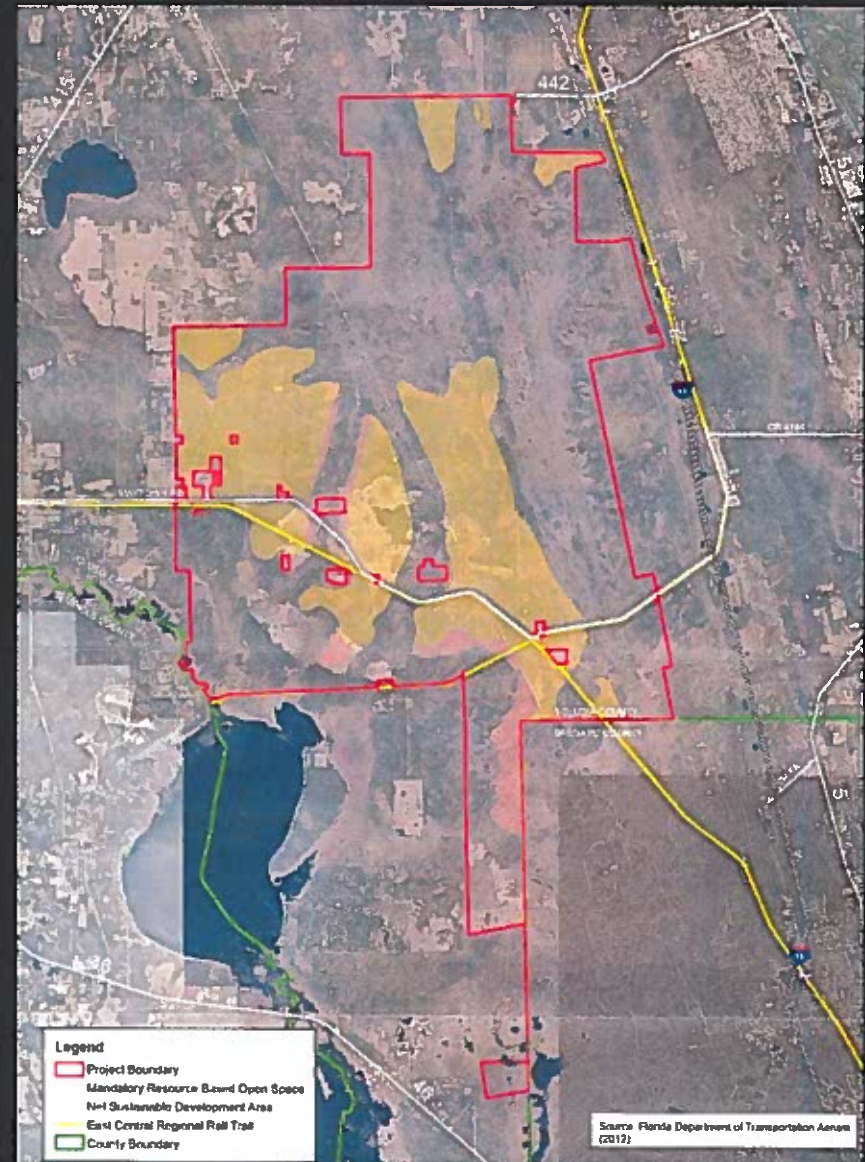
Oak Hill

- Recommended that should the VGMC find merit for approving the application, to include conditions with the issuing a Resolution of Consistency
 - PD required for development
 - A Mitigation Plan must be submitted as part of the PD
 - Proposed development shall demonstrate how connection to the nearest central utility line locations will be accomplished.
 - Design standards – building locations, setbacks, conservation areas
 - Proposed changes require VGMC review



Analogue - Farmton

- Originally a Comprehensive Plan Amendment
 - ± 46,957 acres
 - 23,100 dwelling units
 - 4.7 million sf of non-residential
- Issues
 - Potential impacts to sensitive environmental systems
 - Public Schools
 - Transportation
 - Utilities
 - Capital Improvements





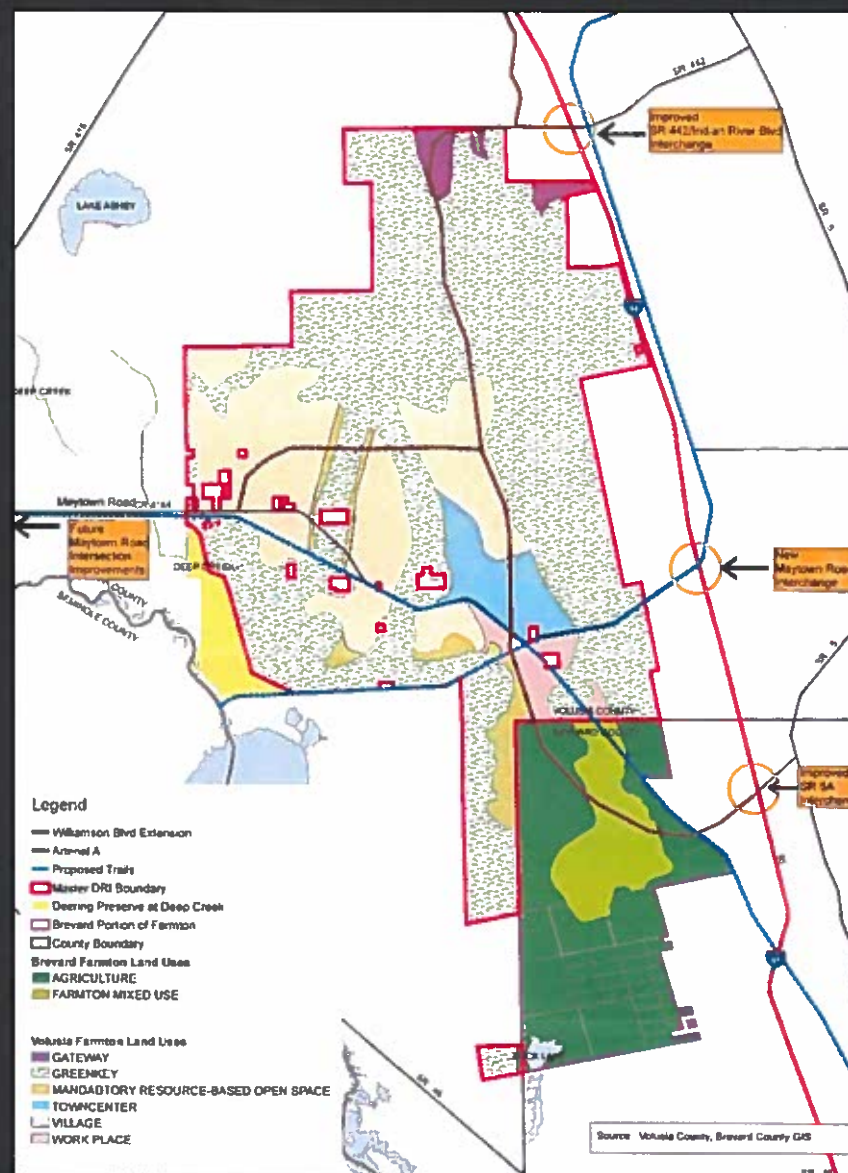
Farmton

- Potential adverse impacts on significant natural systems
- Central Utility Service solutions
- Regional transportation systems
- Impacts to infrastructure beyond one jurisdiction
- Timing and location of capital improvement
- Intergovernmental Coordination
 - Volusia County School Board – Additional policies and conditions
 - City of Deltona - MOU



Farmton

- Original application denied
- Master DRI recommended
- Applicant committed to Master DRI that addressed issues and concerns
- Master DRI approved by VGMC





■ Overview

-
- LEGEND**
- Unincorporated lands (e.g. land owned by private individuals, not subject to city or county jurisdiction)
 - Forested Lands**
 - Forested Lands (e.g. forested lands, wetlands, etc.)
 - Forested Lands (e.g. forested lands, wetlands, etc.)
 - Open Space**
 - Open Space (e.g. open space, wetlands, etc.)
 - Open Space (e.g. open space, wetlands, etc.)
 - Water**
 - Water (e.g. water, wetlands, etc.)
 - Water (e.g. water, wetlands, etc.)
 - Residential**
 - Residential (e.g. residential, wetlands, etc.)
 - Residential (e.g. residential, wetlands, etc.)
 - Commercial**
 - Commercial (e.g. commercial, wetlands, etc.)
 - Commercial (e.g. commercial, wetlands, etc.)
 - Industrial**
 - Industrial (e.g. industrial, wetlands, etc.)
 - Industrial (e.g. industrial, wetlands, etc.)
 - Public**
 - Public (e.g. public, wetlands, etc.)
 - Public (e.g. public, wetlands, etc.)
 - Other**
 - Other (e.g. other, wetlands, etc.)
 - Other (e.g. other, wetlands, etc.)
- Map 11: Revised Master Development Plan**
- City of Cary, North Carolina**
- Scale: 1 inch = 1 mile**
- North Arrow**
- Legend:**
- Unincorporated Lands
 - Forested Lands
 - Open Space
 - Water
 - Residential
 - Commercial
 - Industrial
 - Public
 - Other



Analogue – Restoration DRI

- Application included mitigation and management plans
- Application included infrastructure data and analysis
- RAI issued regarding School Board comments
 - Capacity Enhancement Agreement resolved these issues
- Certificate of Consistency without a public hearing



Analogue - Consolidated-Tomoka

■ Overview

- 990 acres of Forestry Resource to Low Impact Urban
- 129 acres of Urban Low Intensity to Urban Medium Intensity
- Density increase for Low Impact Urban (1 DU/acre to 2 DU/ac)

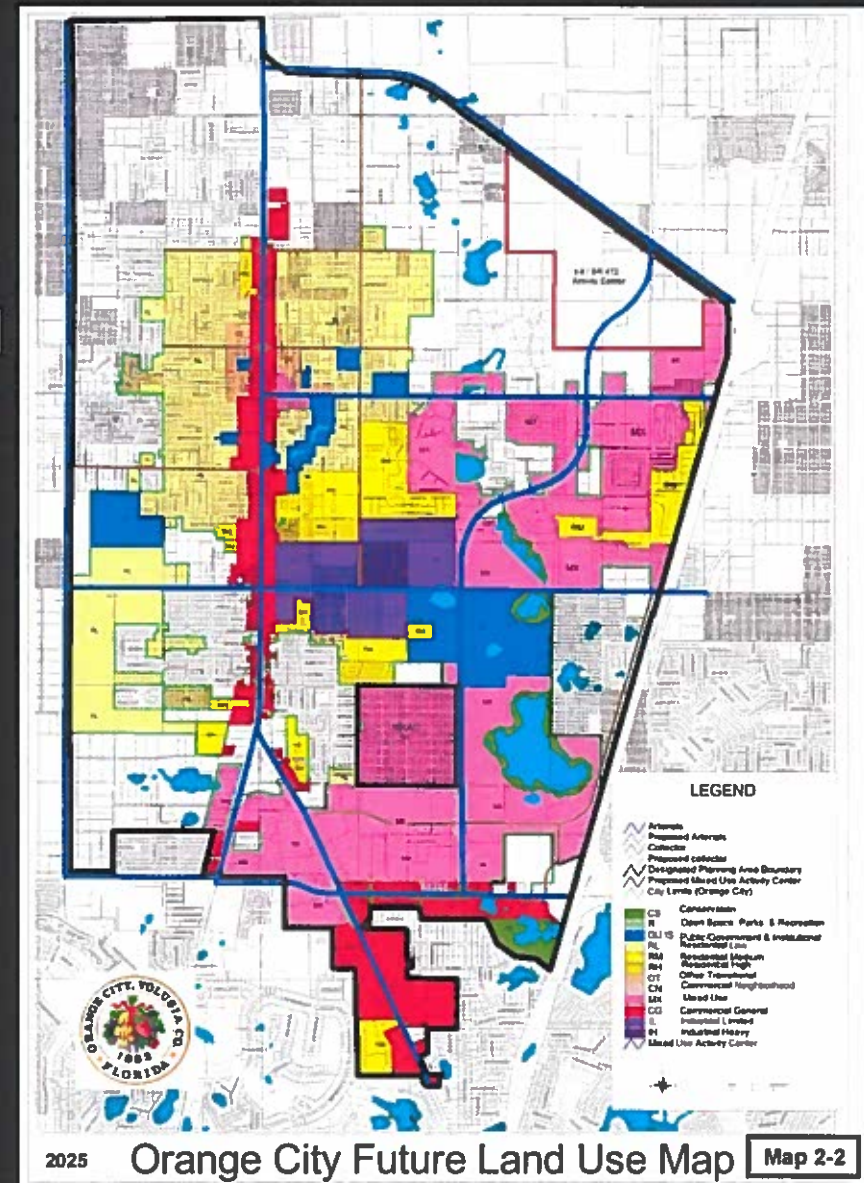
■ Issues

- Regional transportation systems
- Impacts to infrastructure beyond one jurisdiction
- VGMC requested additional information
- Application denied



Analogue - Orange City

- Regional transportation systems
- Impacts to infrastructure beyond one jurisdiction
- Timing and location of capital improvement





Orange City

- Resolution of Consistency with conditions
- Adoption of revised application package



■ VGMC...

- Maximizes consistency among neighboring municipalities
- Minimizes adverse affects on regional systems
- Resolves conflicts between stakeholders



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 12/01/2015

Consent item: No

SUBJECT: Investment Policy

DEPARTMENT: Finance

GOAL:

OBJECTIVE:

RECOMMENDED MOTION: Adopt the Investment Policy as presented, subject to an effective date simultaneous with the adoption of the ordinance amending the list of investments.

SUMMARY:

On September 17, 2015 the Investment committee held a special meeting to consider changes to the City's Investment policy.

These changes were recommended by the City's Investment Advisor, PFM, and comply with Florida Statue 218.415 governing local government investment policies. The foremost objective of the investment program remains the safety of the principal; however a total return strategy is attempted through active management.

Significant changes to the Investment Policy include the addition of Supranationals, Asset Backed Securities and A-rated corporate debt to the list of approved investments:

Supranationals are US dollar denominated debt obligations of multilateral organizations of governments where the U.S is a shareholder and voting member. The United States is a participant in 6 Supranationals including the European Investment Bank, KfW (a German development bank) CADES (a French institution financing social welfare debt), IBRD (World Bank) Inter-American Development Bank, and the International Finance Corporation (member of the World Bank). Supranationals have favorable by rating agencies compared to the U.S Government and Capital to Loans ratios when compared to the top 5 US Bank holding companies. Returns for this asset class typically outperform that of the U.S Government. The current Investment Policy does not include Supranationals. The proposed Investment policy limits this sector to no more than 25% of the City's holdings.

Asset Backed Securities (ABS) are securities backed by pools of loans, lease or receivables, the principal, and interest on which are used to pay ABS shareholders. The most common type of ABS is an auto loans/leases but the asset class also includes credit card receivables, student loans, equipment leases, home equity loans and airplane leases. PFM purchases ABS rated A-1 through A-3, which includes 84.6% of issues that must also be approved by PFM's credit committee. Among other criteria, PFM's credit committee reviews the ABS' structure, suitability, credit rating, and sector

performance before recommending a purchase. Returns for this asset class typically yield 4/10th of a percent more than U.S Government Agency notes. The current Investment Policy does not include ABS. The proposed Investment Policy limits this sector to no more than 25% of the City's holdings.

A-Rated Corporate Notes are direct loans to a corporation from an investor (not a bank). Corporate notes may be either secured or unsecured, and periodically pay interest with principal being returned at maturity. The current Investment Policy permits up to 15% of the City's holdings to be invested in corporate notes within at least the single "A" category by any two nationally recognized statistical rating organizations, "Aa" by Moody's and a long term debt rating of "AA" by Standard and Poor's. In December 2006, 32.5% of corporate notes met these criteria. In December 2014, 13% of corporate notes met these criteria. The proposed Investment Policy permits up to 50% of City holdings to be invested in the highest short term or three highest long term rating categories increasing the percent of the available market from 13% to 55.6% as of December 2014. Returns of "A" rated corporate notes typically yield 4/10th of a percent more than those with an "AAA" rating and 1/4th of a percent more than those with an "AA" rating.

During the special meeting, the Investment Committee discussed the proposed changes with the City's Investment Advisor PFM, and recommends approval of the attached policy.

Project Funding Account
No.: No.:

ATTACHMENTS:

1.	Investment Policy Recommendations	PortOrange_Investment Policy Updates 2015 09 17 DraftL.pptx
2.	Proposed Investment Policy	City_of_Port_Orange_Draft_Investment_Policy_2015 09 18.doc
3.	Proposed Investment Policy-Redline	City_of_Port_Orange_Draft_Investment_Policy_Redline 2015 09 18.doc
4.	New Sector Slides	New sector(s) discussion 2015.pptx

Riehm, Tracey	Created/Initiated - 10/31/2015
Riehm, Tracey	Approved - 11/14/2015
Roberts, Margaret	Approved - 11/19/2015
Johansson, M. Jake	Final Approval - 11/19/2015

City of Port Orange, Florida

Investment Policy Recommendations

September 17, 2015



Investment Advisors

Steven Alexander, CTP, CGFO, CPPT, Managing Director
Robert Cheddar, CFA, Chief Credit Officer, Managing Director
D. Scott Stitche, CFA Senior Managing Consultant
Michael Stewart, Analyst

PFM Asset Management LLC

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North Front & Market Streets
Harrisburg, PA 17101-2044
717-232-2723 • 717-233-6073 fax

300 S. Orange Avenue, Suite 1170
Orlando, FL 32801
(407) 648-2208
(407) 648-1323 fax

Investment Policy Updates to Reflect Changing Market Environment

Policy Document Recommendations

- General updates to reflect industry changes (new regulators, trade platforms, etc.)
- Updated investment objectives to more accurately reflect the active management strategy
- Added two sections that are required by Section 218.415, Florida Statutes
- Updated sections related to Authorized Institutions

Investment Policy Updates to Reflect Changing Market Environment (Continued)

Policy Document Recommendations

- Maximum credit sector maturities increased to 5.5 years
- Minimum rating for Corporates and Municipals set to A (instead of AA)
- Added AAA-rated Supranational Agency and AAA-rated Asset-Backed Securities sectors for diversification and yield
- Updated a Glossary of Terms

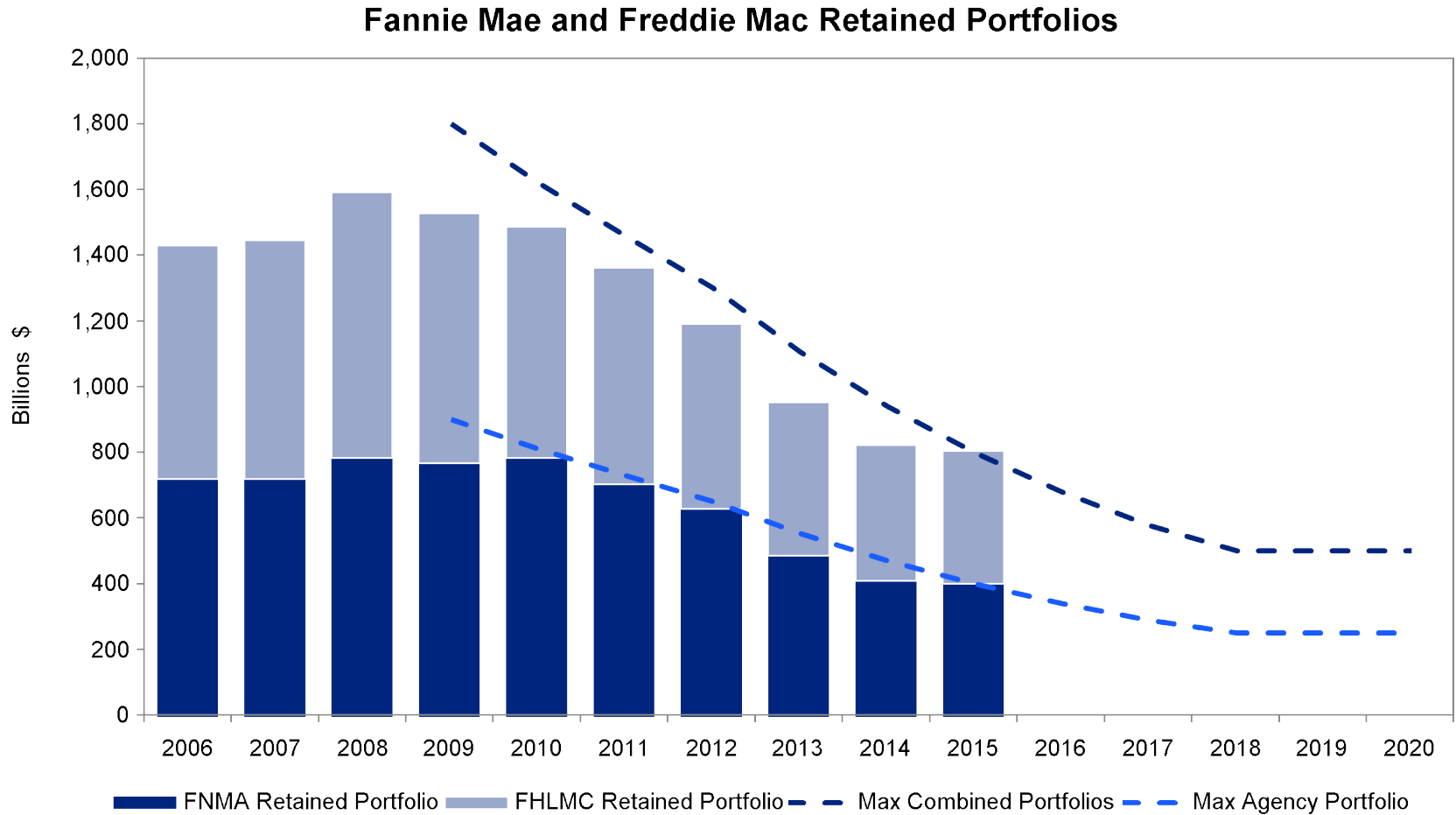
Agency Spreads Have Remained Low

Yield Spread between Federal Agencies and Treasuries
June 2009 – June 2015



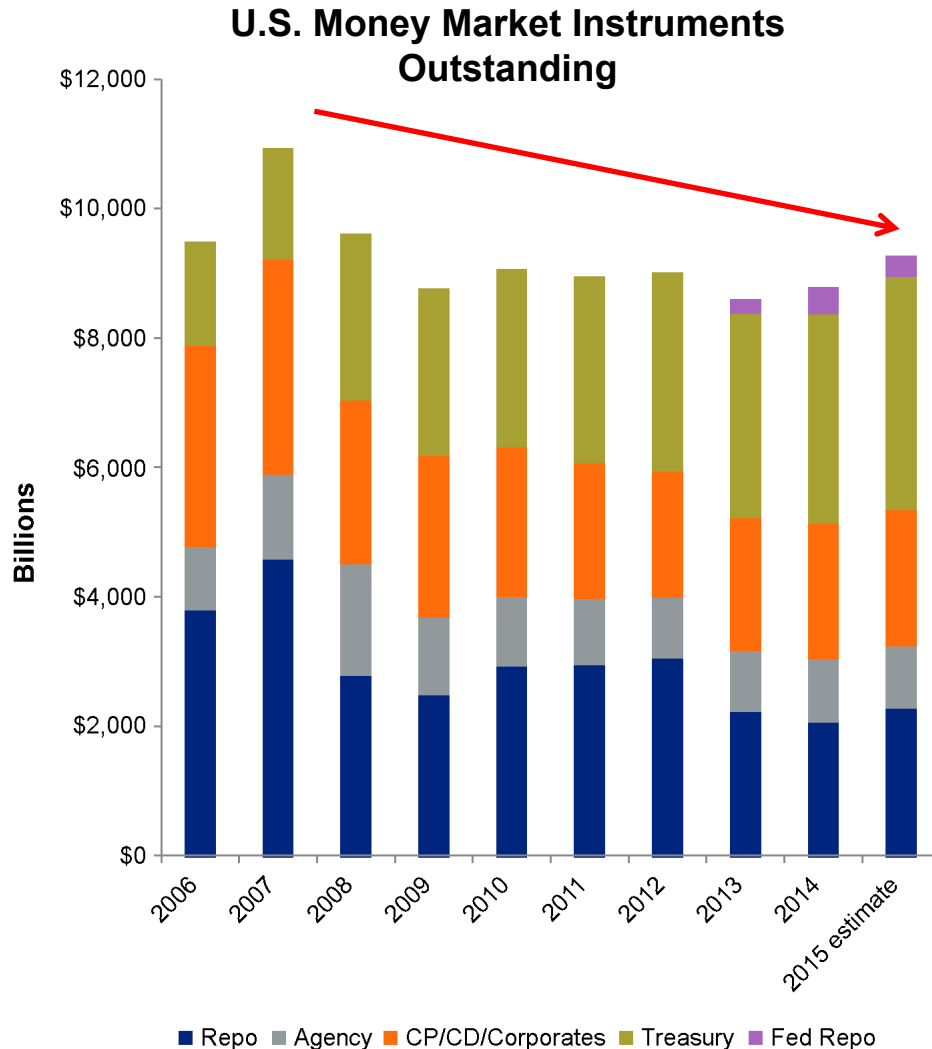
Source: Bloomberg, Merrill Lynch. Spreads represented by ML 1-5 Year Treasury and 1-5 Year Agency indices

Mandated Reduction of Federal Agency Portfolios Continues



Source: Fannie Mae and Freddie Mac. Projected portfolio sizes represent legislatively mandated balance sheet maximums. Updated through 4/30/2015.

Money Markets: Changing Supply Dynamics

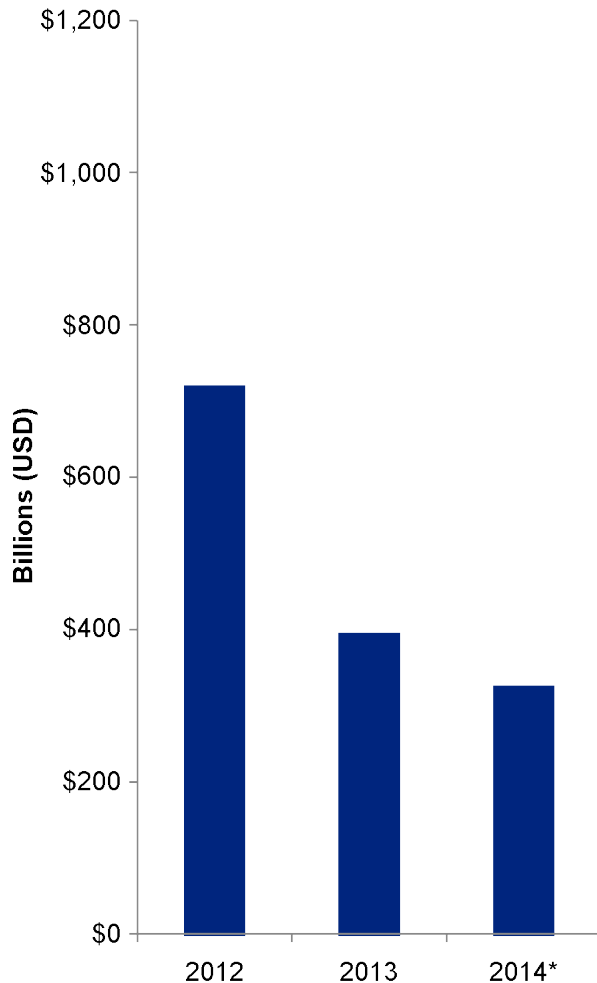


- MMF liquidity rules drive demand to shorter maturities
- Bank liquidity rules reduce supply 30 days
- Non-bank issuers less reliant on short-term funding
- Fed's purchases reduce collateral for repurchase agreements
- T-Bill supply will decline as budget improves and Treasury issues floating-rate T-Notes
- Short-term agency debt shrinking

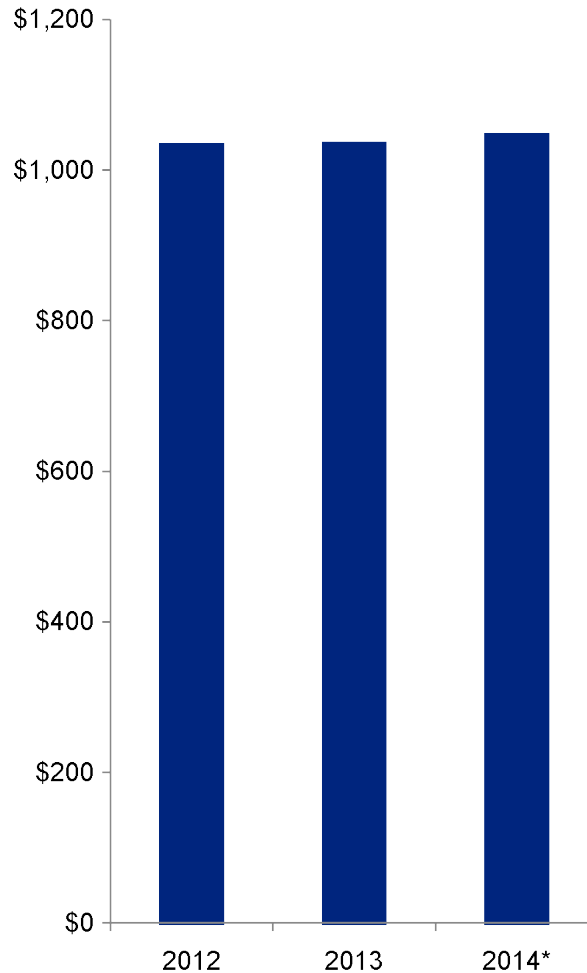
Source: SIFMA, Federal Reserve Bank of New York, Bloomberg

Supply/Demand Drives Value and Opportunity

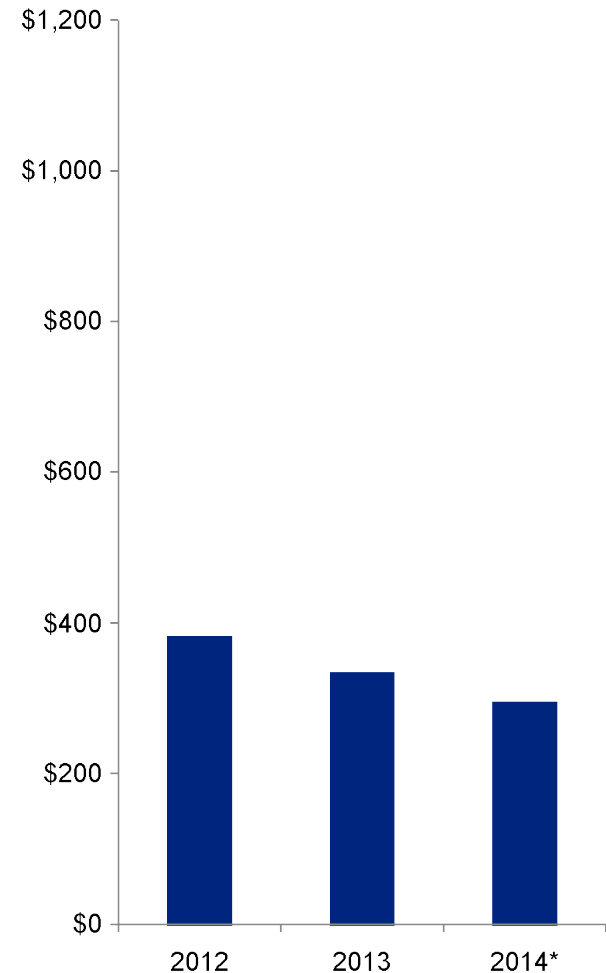
Agency Issuance



Corporate Issuance



Municipal Issuance



Source: SIFMA. 2014 as of through November 2014.

What Is Supranational Debt?

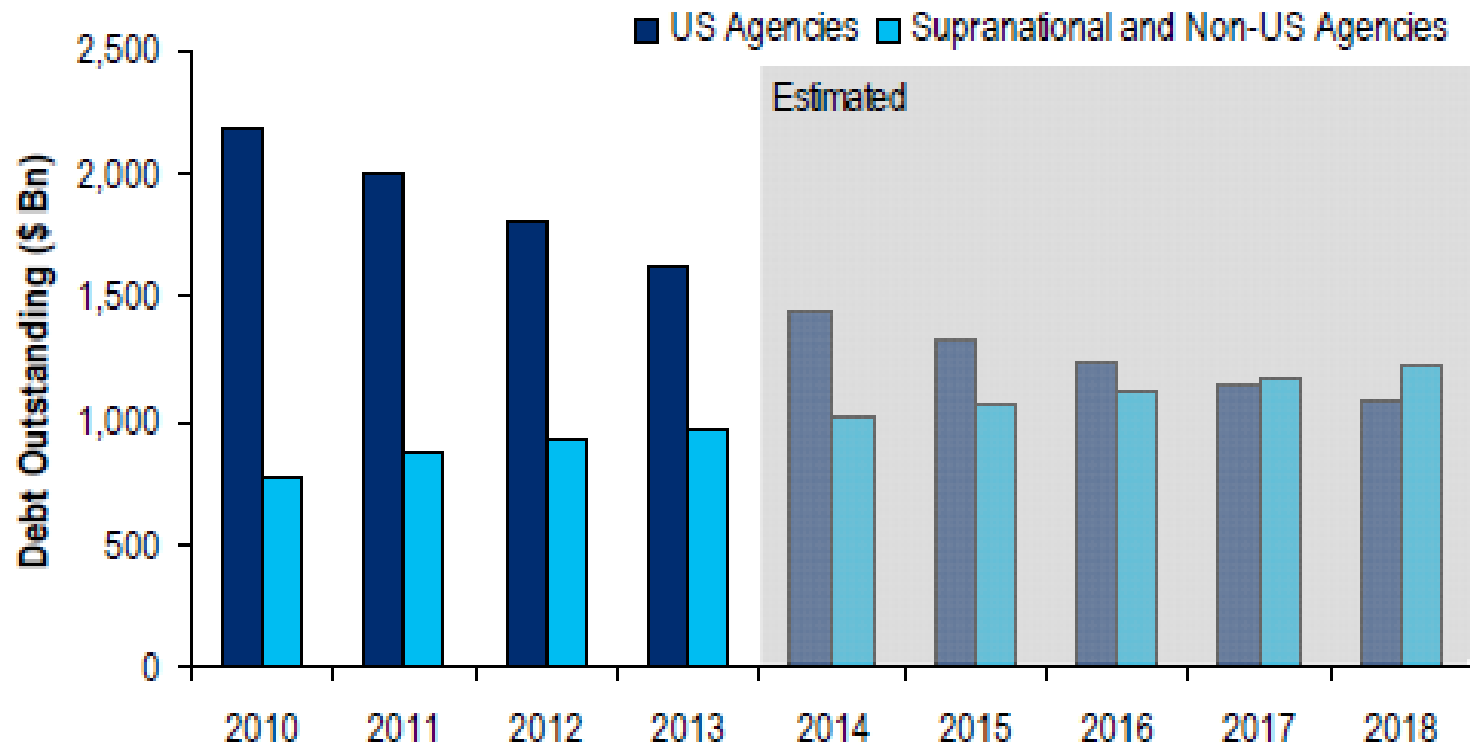
- Debt of an international or multi-lateral financial agency
- The United States is a participant in 6 Supranationals
- Some are non-US multi-lateral organizations
 - European Investment Bank
- A class of Supranational/Sovereign/Agency (SSA) Debt which includes single-sovereign agencies
 - KfW—German development bank
 - CADES—French institution created to finance social welfare debt

Many Supranationals Have Strong Credit

- Large Supranationals are rated AAA by most NRSRO's
- Support from multiple countries
 - Paid in capital
 - Capital calls
- Diverse loan portfolios
- Strong operating history
- Direct supervision by their constituent governments
- For example, World Bank retained AAA from S&P even though the US is its largest supporter and US credit was downgraded in 2011

Supranationals Can Be an Alternative to US GSE's

Figure 3. Market Size Projection



Source: Citi Research

Characteristics of AAA Supranationals With U.S. as Shareholder

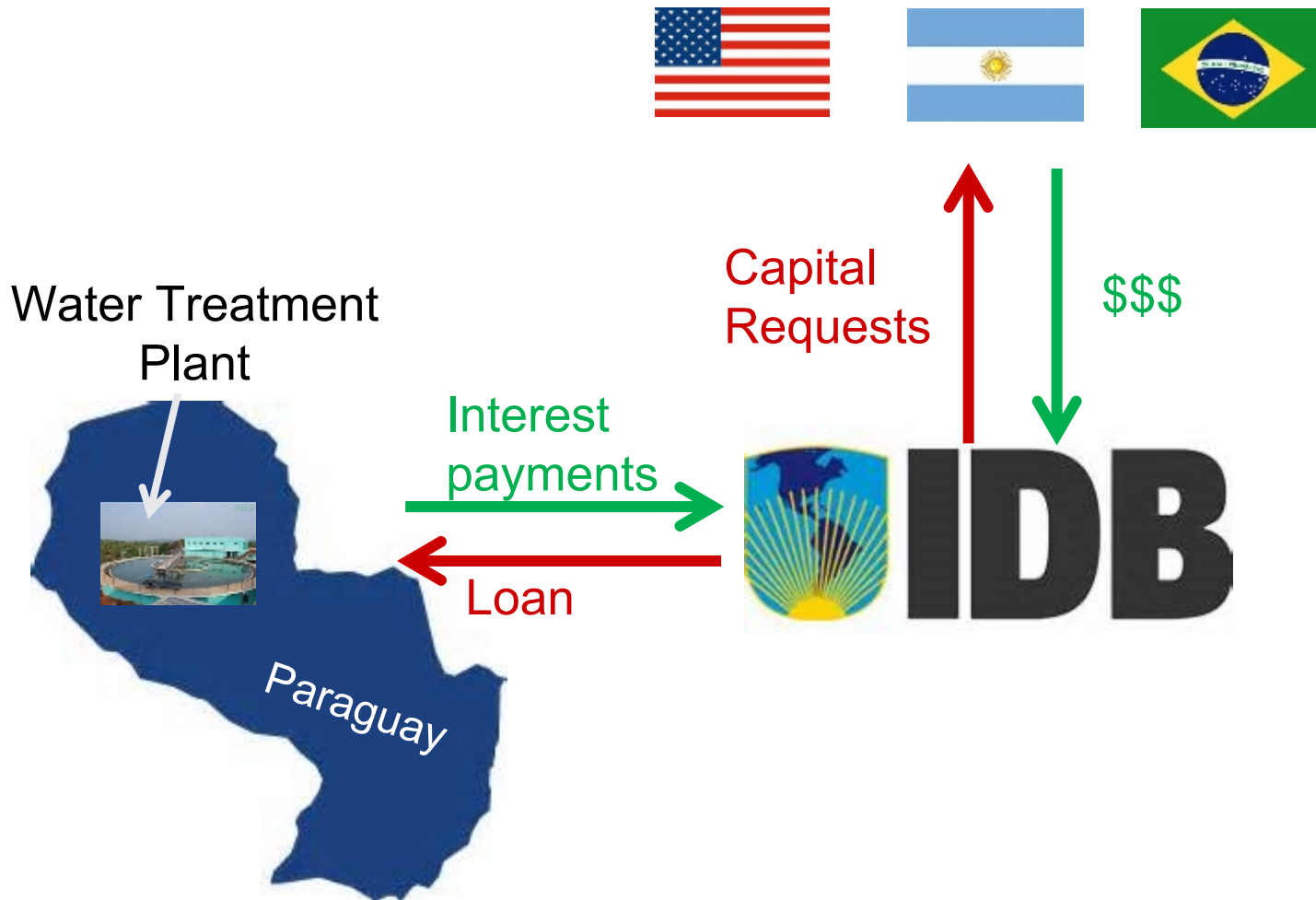
Name	Year Founded Headquarters	Top 3 Shareholders	Mission/Purpose	US\$ Debt Outstanding	Capital to Loans Ratio
 IBRD (World Bank)	1944 Washington D.C.	U.S. 15.9% Japan 8.9% China 5.7%	Reconstruction and poverty reduction through an inclusive and sustainable globalization.	\$79.1B	27.5%
 Inter-American Development Bank	1959 Washington D.C.	U.S. 30.0% Argentina 10.8% Brazil 10.8%	Providing financing and expertise for sustainable economic, social, and institutional development in Latin America and the Caribbean.	\$40.6B	33.3%
 IFC International Finance Corporation World Bank Group International Finance Corporation	1956 Washington D.C.	U.S. 23.7% Japan 5.9% Germany 5.4%	Member of the World Bank Group, focused on the private sector in developing countries.	\$25.1B	65.1%

For comparison, the top 5 US bank holding companies' equivalent ratios range from 15.0% to 19.5%



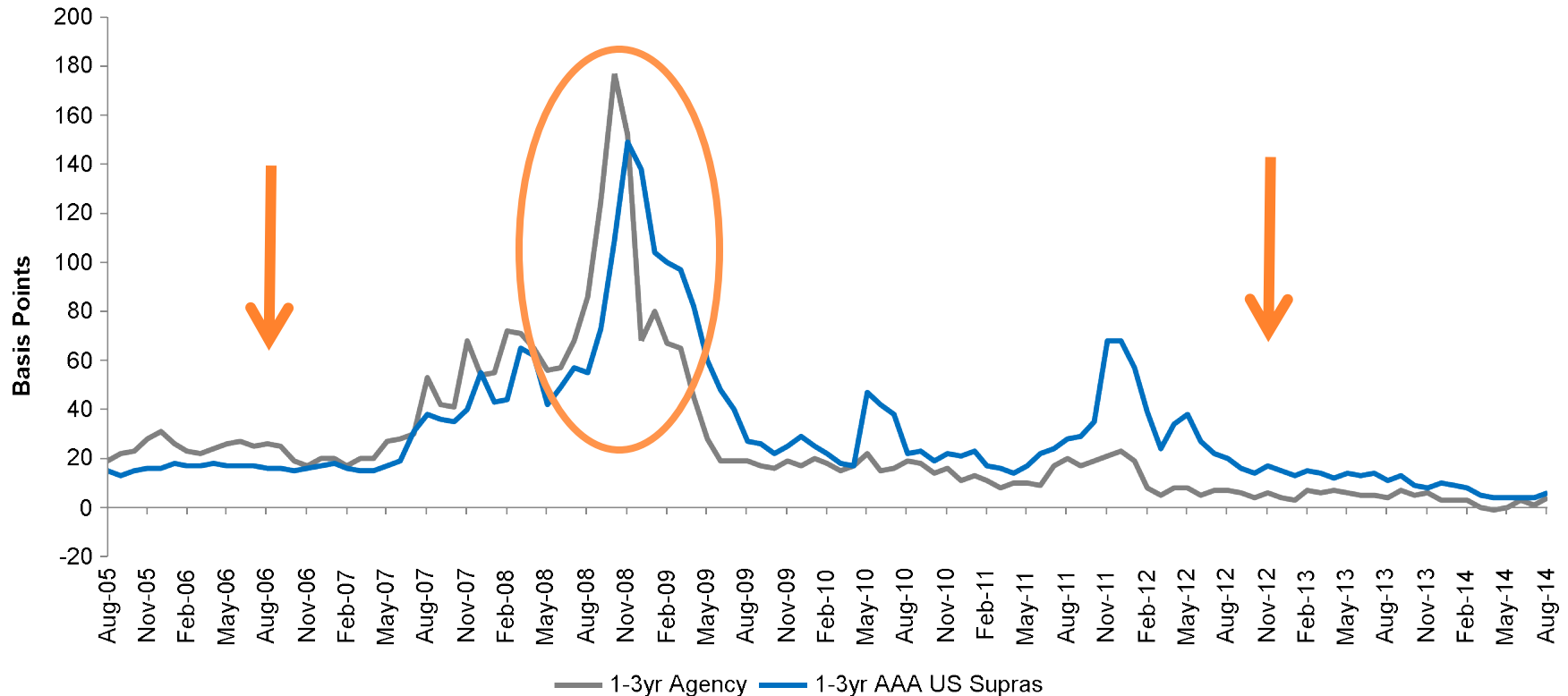
Source: PFMAM Perspectives – "Supranationals: A World of Opportunity", January 2014; Moody's, July 22, 2014; New York Fed Quarterly Trends 2014 Q4

Certain Supranationals Have a Financial Backstop



Comparison of Yield Spread to US Treasuries

Federal Agencies vs Supranational



Source: Bloomberg, Merrill Lynch. Represents the historical Option Adjusted Spread of the 1-3yr Agency Bullet Index (G1PB), 1-3 Year AAA US Supranational Index (GS1S), AAA This material is for general information purposes only, is not intended to provide specific recommendations, and is subject to changes in the market environment

Actual Supranational purchase

ABS	CUSIP	Par	Maturity	S&P Rating	YTM @Cost	Amortized cost	Market Value
World Bank	459058EJ8	\$2,270,000	06/15/2018	AAA	1.06%	\$2,266,222	\$2,269,691

Corporate Notes

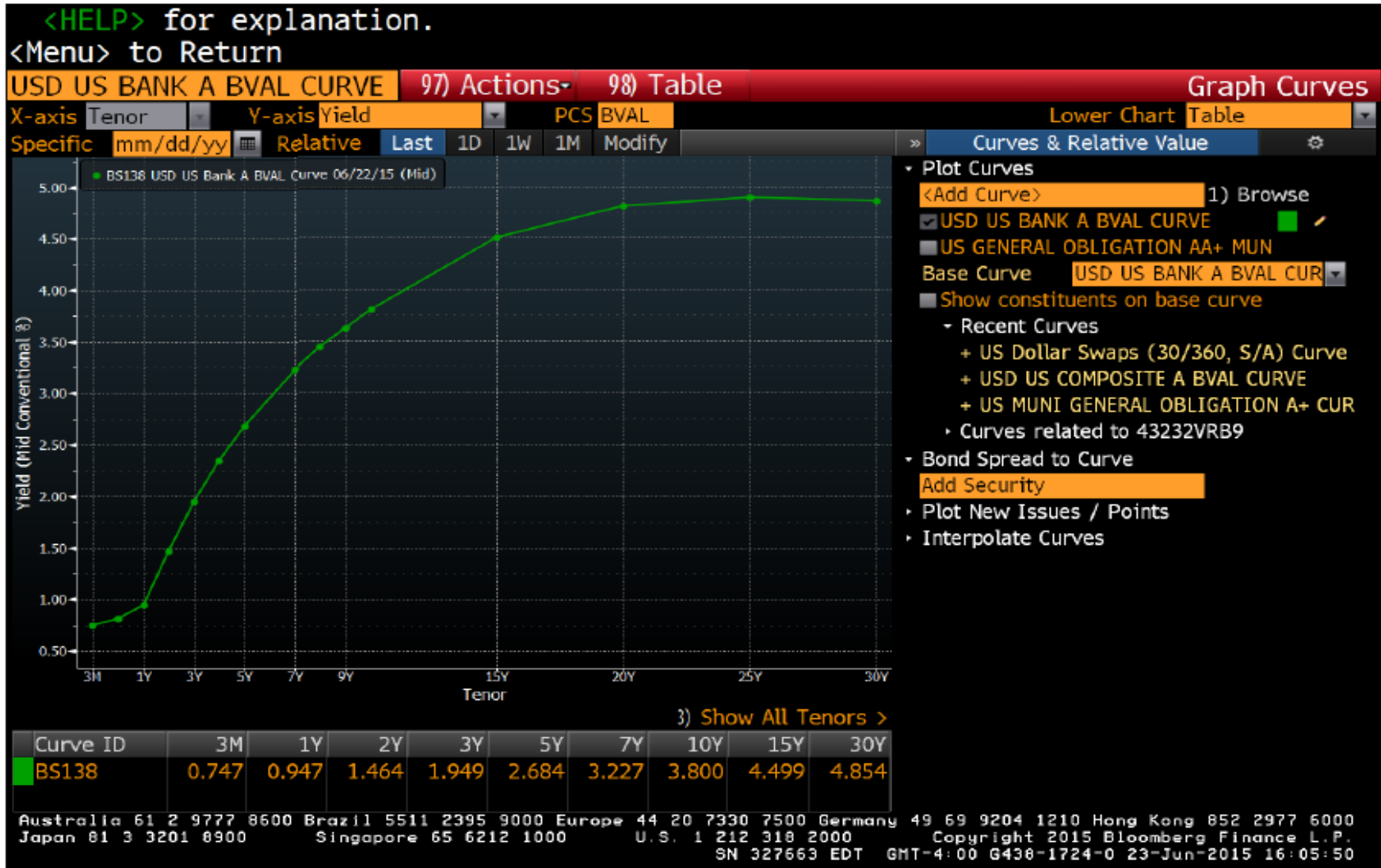
- A security obligation of a corporation, either secured or unsecured that pays interest periodically (usually semi-annually), and returns principal at maturity
- It's a direct loan from an investor (not a bank) to a corporation

Only 4 AAA Rated Corporates Left



1. Microsoft is rated AAA by S&P and Moody's, but AA+ by Fitch.
2. New York Life is rated AAA by Moody's and Fitch, but AA+ by S&P.

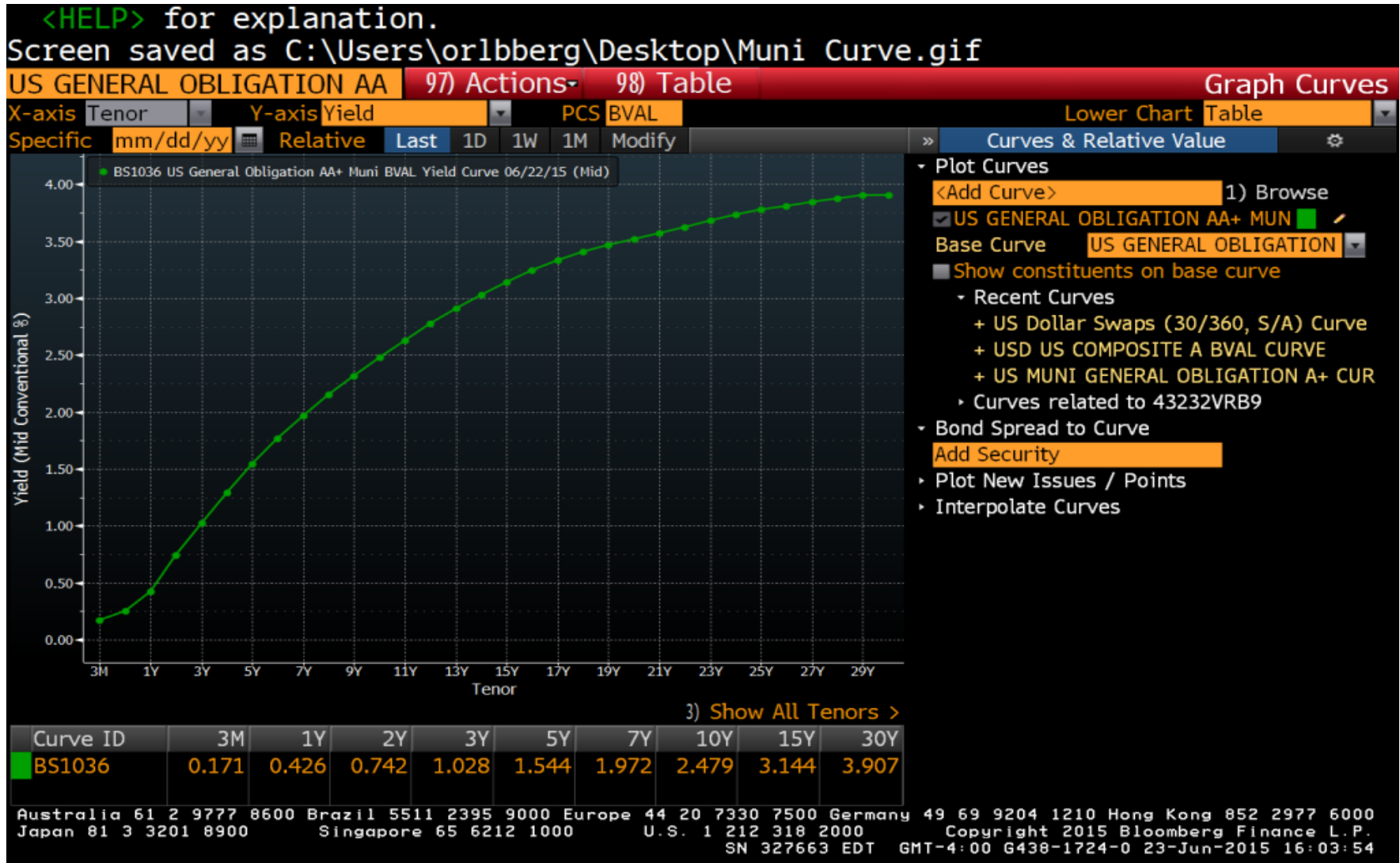
Corporate A Rated Yield Curve (Financials)



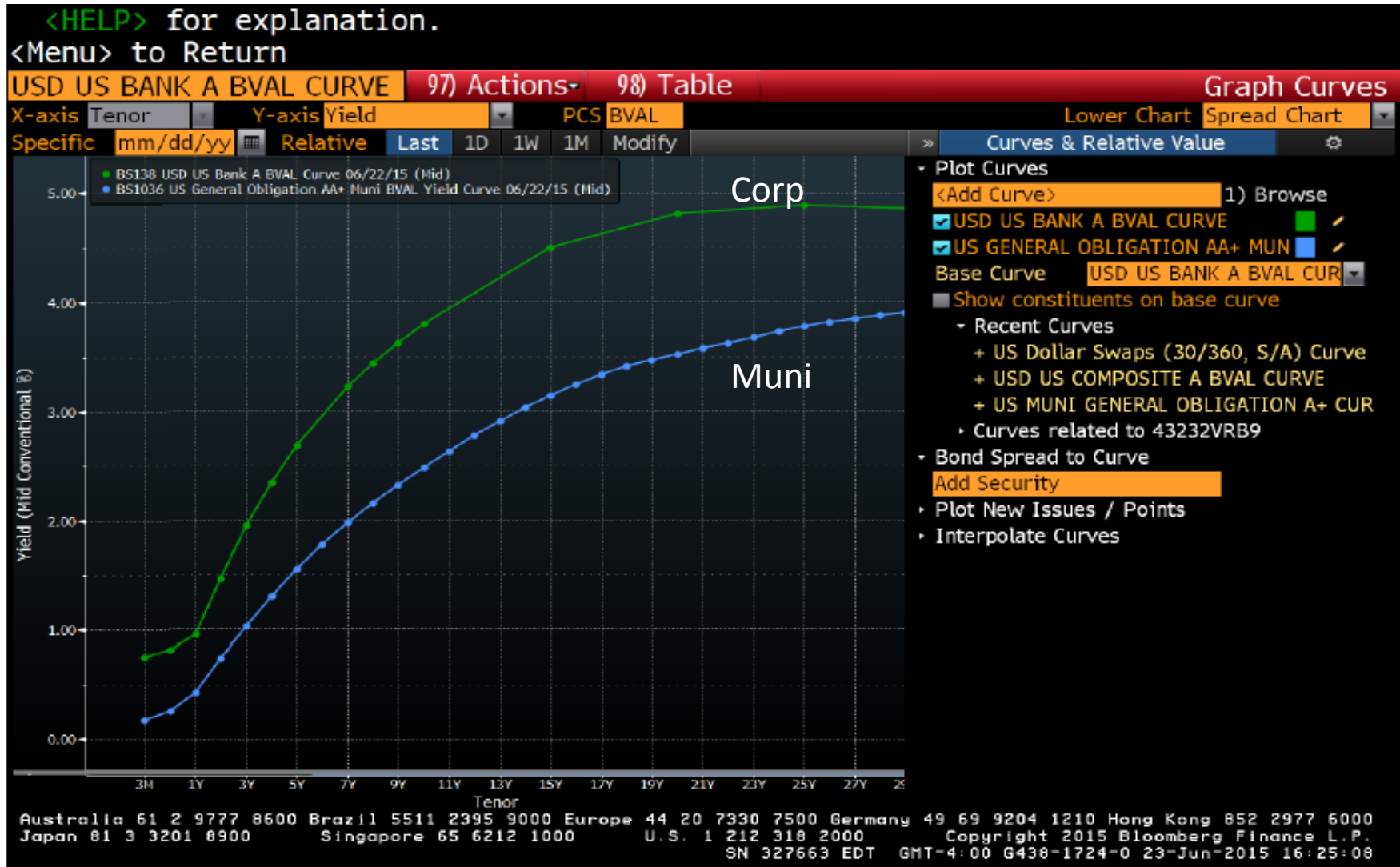
Municipal Obligations

- Taxable and non-taxable issuers
- Various structures
- Serial, term, discounts, premiums
- Credit and liquidity issues
- Arbitrage safe haven

Current Municipal AA+ Curve



Corporates Yields vs Municipals Yields



What are Asset-Backed Securities (ABS)?

Asset backed securities are securities backed by pools of loans, lease or receivables, the principal, and interest on which are used to pay ABS shareholders.

Why Buy ABS for portfolios?

- Portfolio diversification
- Opportunity to seek enhanced return in a period of low rates

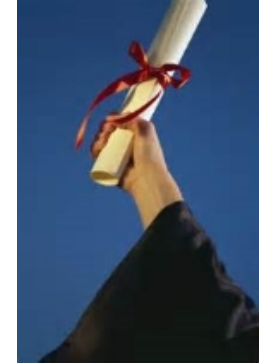
Types of ABS



Auto Loans/Leases



Credit Card Receivables



Student Loans



Equipment Leases



Home Equity Loans

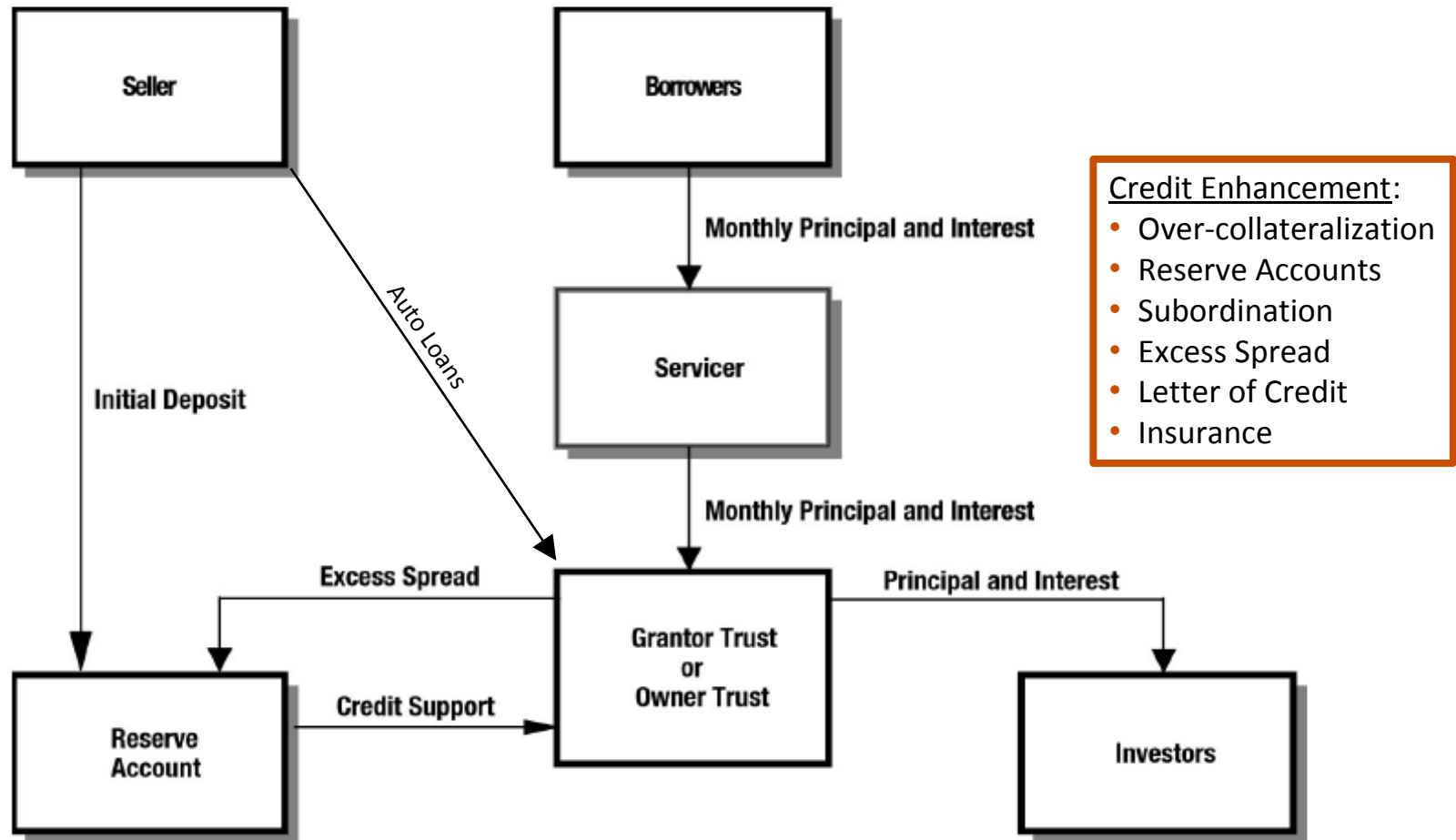


Airplane Leases

Most Common Auto Loan ABS



Typical Auto Loan ABS Structure



Source: Citi Research

ABS Structure – FORDO 2014-A

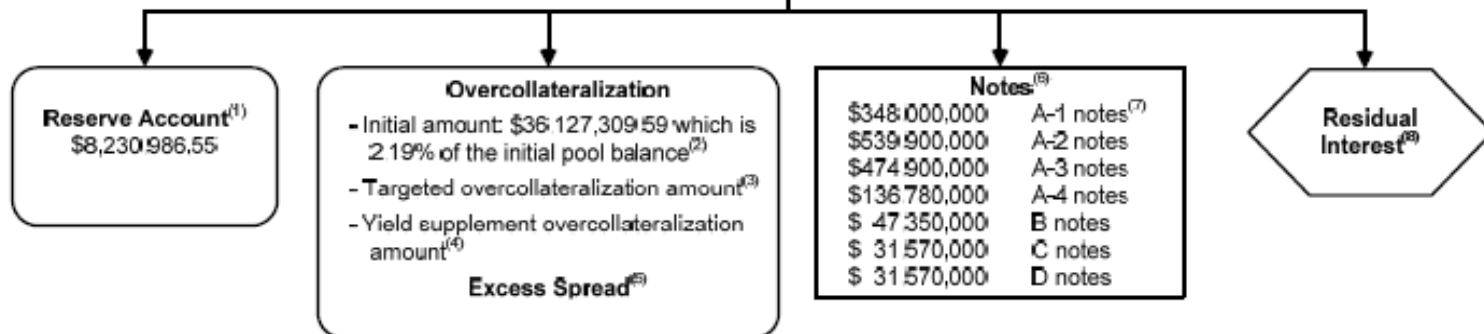
SUBJECT TO COMPLETION, DATED JANUARY 13, 2014
Prospectus Supplement to Prospectus Dated January 13, 2014

FORD CREDIT
\$1,230,500,000
Ford Credit Auto Owner Trust 2014-A
Issuing Entity or Trust

Ford Credit Auto Receivables Two LLC (Depositor)		Ford Motor Credit Company LLC (Sponsor and Servicer)	
The trust will issue:			
Class A-1 notes ⁽¹⁾	\$1,230,500,000	4%	January 15, 2014
Class A-2 notes	539,900,000	4%	November 15, 2014
Class A-3 notes	474,900,000	4%	May 15, 2015
Class A-4 notes	136,780,000	4%	April 15, 2016
Class B notes	31,570,000	4%	May 15, 2016
Class C notes	31,570,000	4%	September 15, 2016
Class D notes ⁽²⁾	31,570,000	4%	July 15, 2022
Total	\$1,230,500,000		

Other documents:

- Purchase Agreement
- Sale and Service Agreement
- Trust Agreement
- Administration Agreement
- Indenture
- Underwriting Agreement



Deal Tranches – FORDO 2014-A

<HELP> for explanation.

<Menu> for series list

95 Options

View All Classes

FORDO 2014-A FORD CREDIT AUTO OWNER TRUST

7 Classes

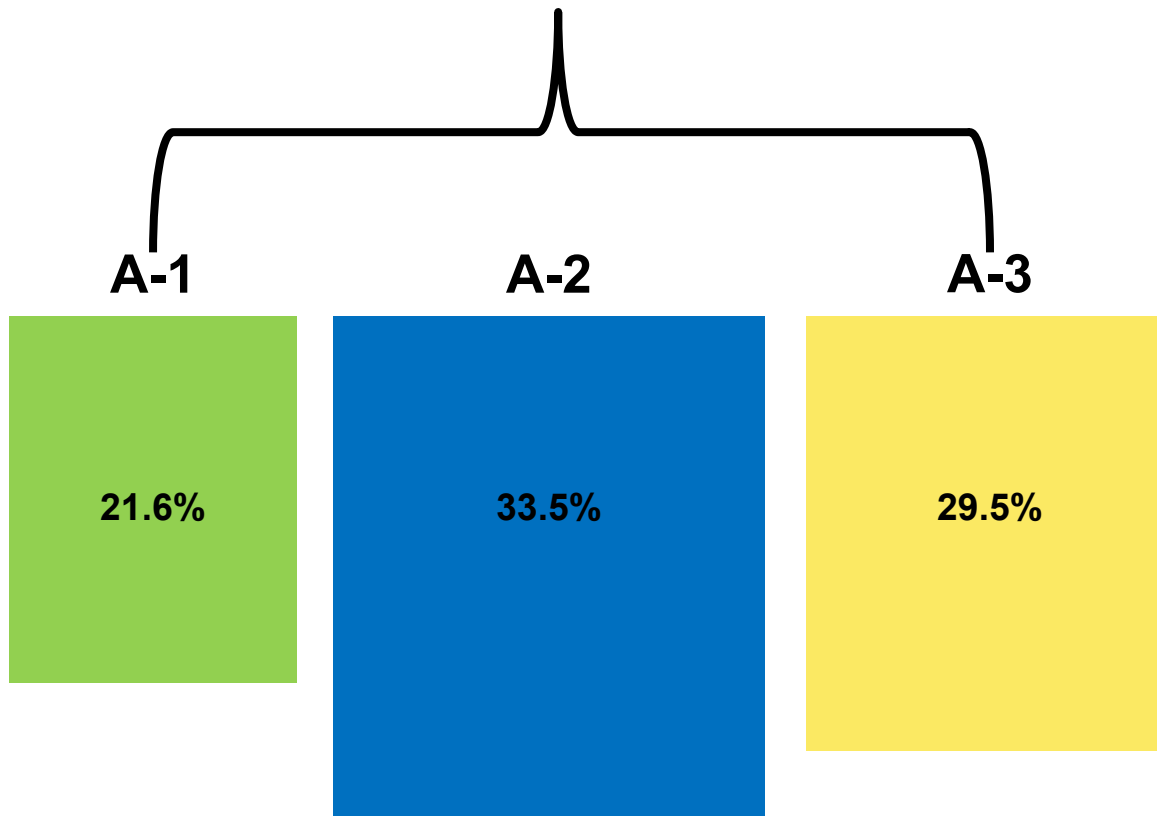
Template Credit

	CF	Class	Orig(000)	Curr(000)	Cpn	OWAL	Factor	Description	Grp	MDY	Fitch	DBRS	S&P
1)	*	A1	348,000	348,000	0.230	0.28	1.0000	SEQ	All	NR	NR	NR	NR
2)	*	A2	539,900	539,900	0.480	1.05	1.0000	SEQ	All	Aaa	NR	NR	AAA
3)	*	A3	474,900	474,900	0.790	2.25	1.0000	SEQ	All	Aaa	NR	NR	AAA
4)	*	A4	136,780	136,780	1.290	3.34	1.0000	SEQ	All	Aaa	NR	NR	AAA
5)	*	B	47,350	47,350	1.710	3.91	1.0000	SEQ	All	Aa1	NR	NR	AA+
6)	*	C	31,570	31,570	1.900	4.29	1.0000	SEQ	All	Aa2	NR	NR	AA
7)	*	D	31,570	31,570	2.400	4.85	1.0000	SUB	All	NR	NR	NR	NR

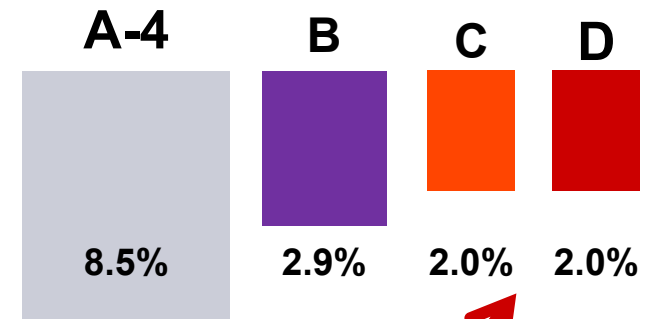
Australia 61 2 9777 8600 Brazil 5511 3048 4500 Europe 44 20 7330 7500 Germany 49 69 9204 1210 Hong Kong 852 2977 6000
 Japan 81 3 3201 8900 Singapore 65 6212 1000 U.S. 1 212 318 2000 Copyright 2014 Bloomberg Finance L.P.
 SN 300682 EST GMT-5:00 H349-777-2 07-Feb-2014 09:03:23

The Tranches PFM Buys

Only buys from top 84.6% of Issue

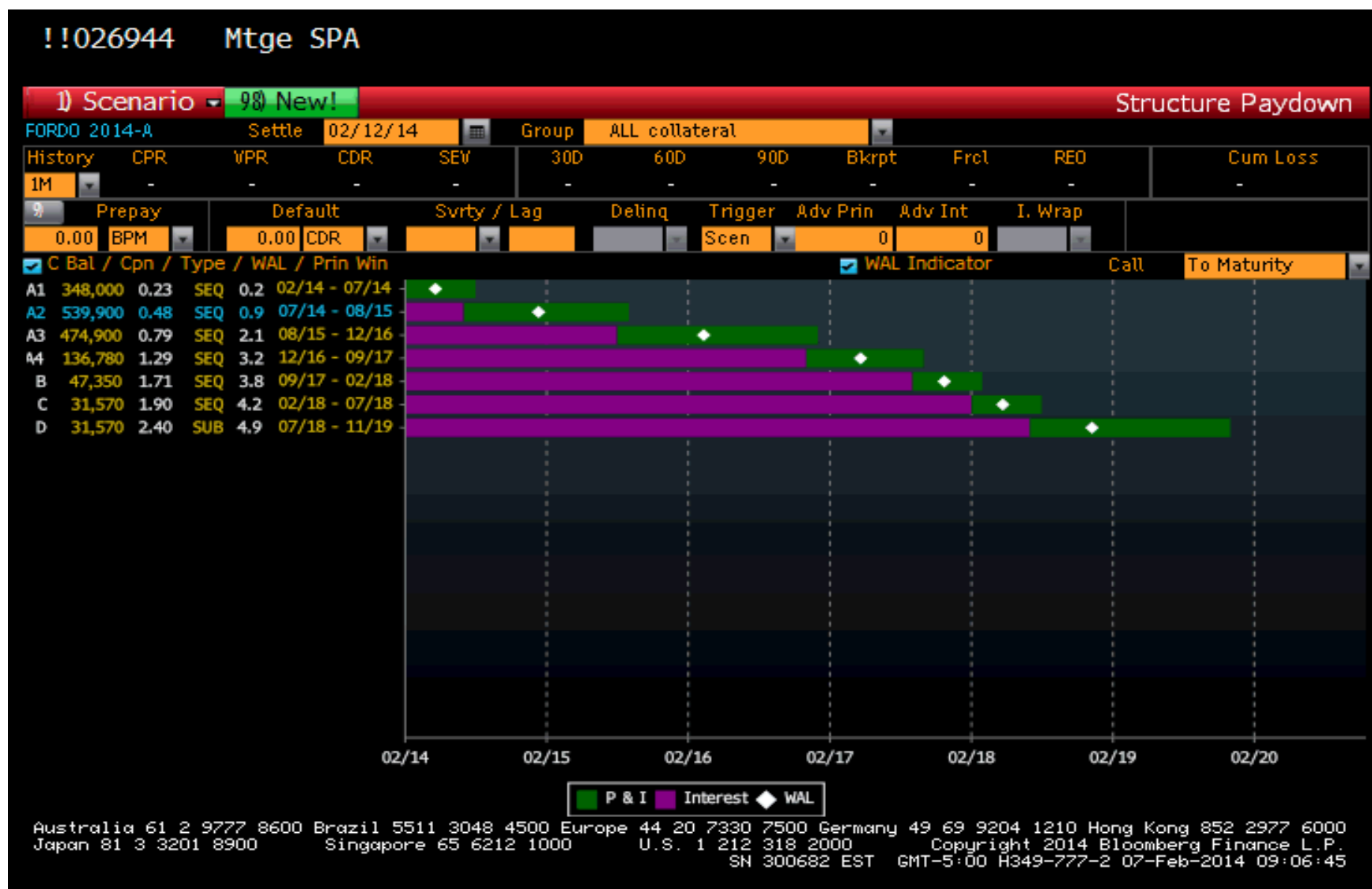


Notes ⁽⁹⁾	
\$348,000,000	A-1 notes ⁽⁷⁾
\$539,900,000	A-2 notes
\$474,900,000	A-3 notes
\$136,780,000	A-4 notes
\$ 47,350,000	B notes
\$ 31,570,000	C notes
\$ 31,570,000	D notes



4.5% credit enhancement protects a complete default from bottom tranches

How They Pay Down



Credit Committee

- Expands the credit analysis beyond published credit ratings
- Responsible for developing and maintaining approved credit list
- Monitors credit on an ongoing basis
- Pragmatic approach that focuses on emerging industry trends and market event risk

Credit Committee	Role at PFM
Robert Cheddar, CFA	Chief Credit Officer / Managing Director / Senior Portfolio Manager
Marty Margolis	Chief Investment Officer / Managing Director
Ken Schiebel, CFA	Managing Director / Head of Portfolio Strategies Group
Michael Varano	Managing Director / Senior Portfolio Manager
Gregg Manjerovic, CFA	Director / Senior Portfolio Manager
Jeffrey Rowe, CFA	Portfolio Manager
Kerri Staub	Portfolio Manager
Leo Karwejna, JD	Director of Compliance
Richard Michael, JD	Compliance Attorney

Credit Review and Monitoring Process for ABS

- ABS have risks that require careful analysis and monitoring. PFM's Approval Guidelines and Procedures:

- ABS sub-committee
- Permitted issuers/sponsors
- Permitted structures
 - Document review
 - Structure review
 - Credit enhancement

- Purchase Criteria:

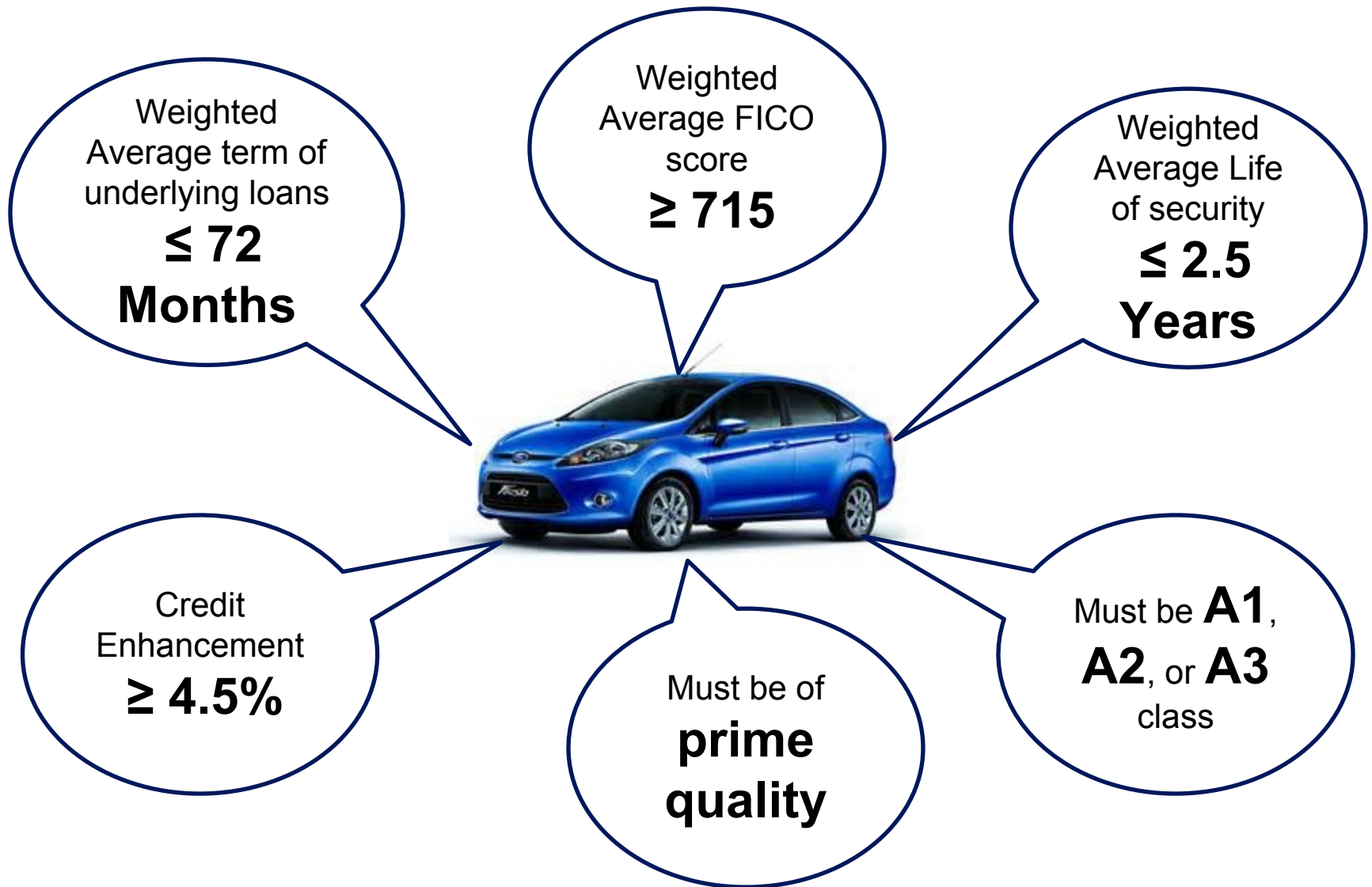
- Permitted by policy
- Met PFM's approval criteria
- Suitability
- Assessment of value

- Monitoring Procedures:

- Credit ratings
- Deal and collateral performance
- Credit support metrics
- Sector performance



PFM's Auto ABS Criteria



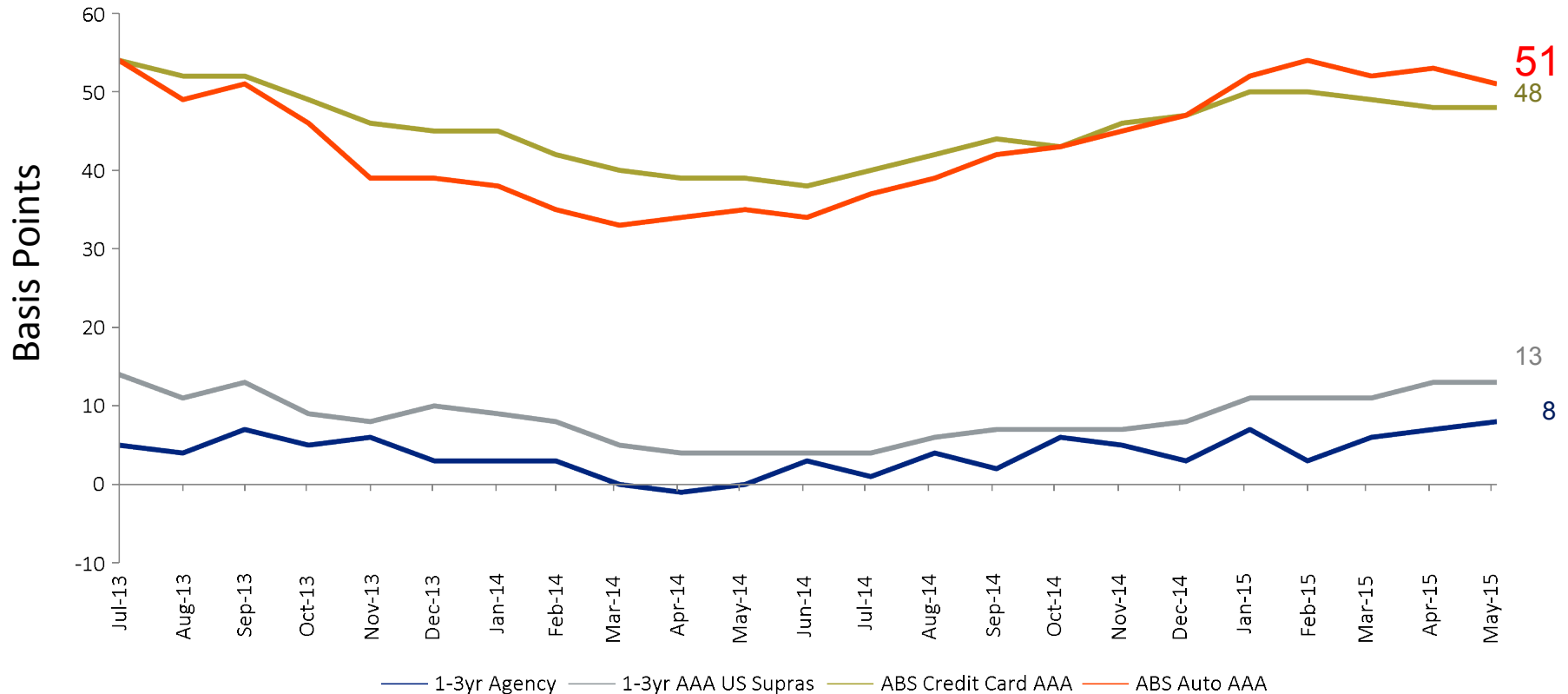
Actual ABS purchase

ABS	CUSIP	Par	Maturity	Rating ¹	YTM @Cost	Amortized cost	Market Value
Honda	43813NAC0	\$280,000	02/22/2019	AAA	1.05%	\$279,957	\$280,026
Nissan	65477UAC4	\$280,000	10/15/2019	Aaa	1.06%	\$279,943	\$279,717
Ford	34530VAD1	\$200,000	11/15/2019	Aaa	1.16%	\$199,981	\$200,102

1. Honda is rated AAA by S&P, while Nissan and Ford are rated Aaa by Moody's.

Option Adjusted Spread (OAS) Comparison

OAS Comparison: Agencies vs Supranational vs ABS



Source: Bloomberg, Merrill Lynch. Represents the historical Option Adjusted Spread of the 1-3yr Agency Bullet Index (G1PB), 1-3 Year AAA US Supranational Index (GS1S), AAA US Fixed Rate Credit Card ABS Index (R0C1), and the AAA US Fixed Rate Automobile ABS Index (R0U1). This material is for general information purposes only, is not intended to provide specific recommendations, and is subject to changes in the market environment.

Disclaimer

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Investment Policy City of Port Orange, Florida



Approved XX XX, -2015REVISED 2010

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ATTACHMENT APPENDIX B: Investment Pool/Fund Questionnaire

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Investment Policy **City of Port Orange**

I. PURPOSE

The purpose of this policy is to set forth the investment objectives and parameters for the management of the funds of the City of Port Orange, (hereinafter “City”). These policies are designed to ensure the prudent management of public funds, the availability of operating and capital funds when needed, and an investment return competitive with comparable funds and financial market indices.

II. SCOPE

In accordance with Section 218.415, Florida Statutes, this investment policy applies to all cash and investments held or controlled by the City and shall be identified as “general operating funds” or “portfolio” of the City with the exception of the City’s Pension Funds and funds related to the issuance of debt where there are other existing policies or indentures in effect for such funds. Additionally, any future revenues, which have statutory investment requirements conflicting with this Investment Policy and funds held by state agencies (e.g., Department of Revenue), are not subject to the provisions of this policy.

III. INVESTMENT OBJECTIVES

Safety of Principal

The foremost objective of this investment program is the safety of the principal of those funds within the portfolios. Investment transactions shall seek to keep capital losses at a minimum, whether they are from securities defaults or erosion of market value. To attain this objective, diversification is required in order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio.

~~From time to time, securities may be traded for other similar securities to improve yield, maturity or credit risk. For these transactions, a loss may be incurred for accounting purposes to achieve optimal investment return, provided any of the following occurs with respect to the replacement security:~~

~~A. The yield has been increased, or~~

~~B. The maturity has been reduced or lengthened, or~~

~~C. The quality of the investment has been improved.~~

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Maintenance of Liquidity

The portfolios shall be managed in such a manner that funds are available to meet reasonably anticipated cash flow requirements in an orderly manner. Periodical cash flow analyses will be completed in order to ensure that the portfolios are positioned to provide sufficient liquidity.

Return on Investment

The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of least importance compared to the safety and liquidity objectives described above. However, return is attempted through active management where the Investment Advisor utilizes a total return strategy (which includes both realized and unrealized gains and losses in the portfolio). This total return strategy seeks to increase the value of the portfolio through reinvestment of income and capital gains. The core of investments is limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. Despite this, an Investment Advisor may trade to recognize a loss from time to time to achieve a perceived relative value based on its potential to enhance the total return of the portfolio.

~~Investment portfolios shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of least importance compared to the safety and liquidity objectives described above. The core of investments is limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed.~~

IV. DELEGATION OF AUTHORITY

In accordance with the City's Charter, the responsibility for providing oversight and direction in regard to the management of the investment program resides with the City Manager. The management responsibility for all City funds in the investment program and investment transactions is delegated to the City's Finance Director. The Finance Director shall establish written procedures for the operation of the investment portfolio and a system of internal accounting and daily procedures for investment trades and to regulate the activities of employees. The City may employ an Investment Manager to assist in managing some of the City's portfolios. Such Investment Manager must be registered under the Investment Advisers Act of 1940.

V. STANDARDS OF PRUDENCE

The standard of prudence to be used by investment officials shall be the "Prudent Person" standard and shall be applied in the context of managing the overall investment program. Investment officers acting in accordance with written procedures and this investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectation are reported to the City Council in a timely fashion and the liquidity and the sale of securities are carried out in accordance with the terms of this policy. The "Prudent Person" rule states the following:

Investments should be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived from the investment.

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While the standard of prudence to be used by investment officials who are officers or employees is the “Prudent Person” standard, any person or firm hired or retained to invest, monitor, or advise concerning these assets shall be held to the higher standard of “Prudent Expert”. The standard shall be that in investing and reinvesting moneys and in acquiring, retaining, managing, and disposing of investments of these funds, the contractor shall exercise: the judgment, care, skill, prudence, and diligence under the circumstances then prevailing, which persons of prudence, discretion, and intelligence, acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims by diversifying the investments of the funds, so as to minimize the risk, considering the probable income as well as the probable safety of their capital.

VI. ETHICS AND CONFLICTS OF INTEREST

Employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Also, employees involved in the investment process shall disclose to the City Clerk, in accordance with the appropriate state statutes governing conflicts of interest, any material financial interests in financial institutions that conduct business with the City, and they shall further disclose any material personal financial/investment positions that could be related to the performance of the City’s investment program.

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VII. INTERNAL CONTROLS AND INVESTMENT PROCEDURES

The Finance Director shall establish a system of internal controls and operational procedures that are in writing and made a part of the City's operational procedures. The internal controls should be designed to prevent losses of funds, which might arise from fraud, employee error, and misrepresentation, by third parties, or imprudent actions by employees. The written procedures should include reference to safekeeping, repurchase agreements, separation of transaction authority from accounting and record keeping, wire transfer agreements, banking service contracts, collateral/depository agreements, and "delivery vs. payment" procedures. No person may engage in an investment transaction except as authorized under the terms of this policy.

Independent auditors as a normal part of the annual financial audit for the City shall conduct a review of the system of internal controls to ensure compliance with policies and procedures.

VIII. CONTINUING EDUCATION

The Finance Director and appropriate staff shall annually complete a minimum 8 hours of continuing education in subjects or courses of study related to investment practices and products.

IX. AUTHORIZED INVESTMENT INSTITUTIONS AND DEALERS

Authorized City staff ~~and Investment Advisors~~ shall only purchase securities from financial institutions, which are Qualified Institutions by the City or institutions designated as "Primary ~~Securities~~ Dealers" by the Federal Reserve Bank of New York. Authorized City staff ~~and Investment Advisors~~ shall only enter into repurchase agreements with financial institutions that are Qualified Institutions and Primary ~~Securities~~ Dealers as designated by the Federal Reserve Bank of New York. The City's Investment Advisor(s) shall utilize and maintain its own list of approved primary and non-primary securities dealers. The Finance Director and/or ~~the Investment Advisors~~designee shall maintain a list of financial institutions and broker/dealers that are approved for investment purposes and only firms meeting the following requirements will be eligible to serve as Qualified Institutions:

- 1) regional dealers that qualify under Securities and Exchange Commission Rule 15C3-1 (uniform net capital rule);
- 2) Capital of no less than \$10,000,000;
- 3) registered as a dealer under the Securities Exchange Act of 1934;
- 4) member of the Financial Industry Regulatory Authority, Inc. (FINRA)~~National Association of Dealers (NASD)~~;
- 5) registered to sell securities in Florida; and
- 6) the firm and assigned broker have been engaged in the business of effecting transactions in U.S. government and agency obligations for at least five (5) consecutive years.
- 7) Public Depositories qualified by the Treasurer of the State of Florida, in accordance with Chapter 280, Florida Statutes.

All brokers, dealers and other financial institutions deemed to be Qualified Institutions shall be provided with current copies of the City's Investment Policy. A current audited financial statement is required to be on file for each financial institution and broker/dealer with which the City transacts business.

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X. MATURITY AND LIQUIDITY REQUIREMENTS

To the extent possible, an attempt will be made to match investment maturities with known cash needs and anticipated cash flow requirements. Investments of current operating funds should have maturities of no longer than twenty-four (24) months.

Investments of bond reserves, construction funds, and other non-operating funds (“core funds”) shall have a term appropriate to the need for funds and in accordance with debt covenants, but should not exceed ten (10) years.

From time to time the above parameters may require modification in order to meet specific construction draw schedules or other predetermined operating, capital needs or to satisfy debt obligations but in no event shall exceed thirty (30) years.

The maturities of the underlying securities of a repurchase agreement will follow the requirements of the Master Repurchase Agreement.

XI. RISK AND DIVERSIFICATION

Assets held shall be diversified to control risks resulting from over concentration of assets in a specific maturity, issuer, instruments, dealer, or bank through which these instruments are bought and sold. The Finance Director shall determine diversification strategies within the established guidelines.

XII. MASTER REPURCHASE AGREEMENT

The Finance Director will require all approved institutions and dealers transacting repurchase agreements to execute and perform as stated in the Securities Industry and Financial Markets Association (SIFMA) Master Repurchase Agreement. All repurchase agreement transactions will adhere to requirements of the SIFMA Master Repurchase Agreement.

XIII. COMPETITIVE SELECTION OF INVESTMENT INSTRUMENTS

After the Finance Director or the Investment Advisor has determined the approximate maturity date based on cash flow needs and market conditions and has analyzed and selected one or more optimal types of investments, a minimum of three (3) Qualified Institutions and/or Primary Dealers must be contacted and asked to provide bids/offers on securities in questions. Bids will be held in confidence until the bid deemed to best meet the investment objectives is determined and selected.

However, if obtaining bids/offers are not feasible and appropriate, securities may be purchased utilizing the comparison to current market price method on an exception basis. Acceptable current market price providers include, but are not limited to:

- A. ~~Telerate Information System~~Tradeweb
- B. Bloomberg Information Systems
- C. Wall Street Journal or a comparable nationally recognized financial publication providing daily market pricing
- D. Daily market pricing provided by the City’s custodian or their correspondent institutions

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The Finance Director or the Investment Advisor shall utilize the competitive bid process to select the securities to be purchased or sold. Selection by comparison to a current market price, as indicated above, shall only be utilized when, in judgment of the Finance Director or the Investment Advisor, competitive bidding would inhibit the selection process.

Examples of when the City may use this method include:

1. When time constraints due to unusual circumstances preclude the use of the competitive bidding process
2. When no active market exists for the issue being traded due to the age or depth of the issue
3. When a security is unique to a single dealer, for example, a private placement
4. When the transaction involves new issues or issues in the “when issued” market

Overnight sweep investments or repurchase agreements will not be bid, but may be placed with the City’s depository bank relating to the demand account for which the sweep investments or repurchase agreement was purchased.

XIV. AUTHORIZED INVESTMENTS AND PORTFOLIO COMPOSITION

Investments should be made subject to the cash flow needs and such cash flows are subject to revisions as market conditions and the City’s needs change. However, when the invested funds are needed in whole or in part for the purpose originally intended or for more optimal investments, the Finance Director or designee may sell the investment at the then-prevailing market price and place the proceeds into the proper account at the City’s custodian.

The following are the investment requirements and allocation limits on security types, issuers, and maturities as established by the City. The Finance Director or designee shall have the option to further restrict investment percentages from time to time based on market conditions, risk and diversification investment strategies. The percentage allocations requirements for investment types and issuers are calculated based on the original cost of each investment, at the time of purchase. Investments not listed in this policy are prohibited.

The allocation limits and security types do not apply to the investment of debt proceeds. These investments shall be governed by the debt covenant included in the debt instrument.

Permitted Investments

<u>Sector</u>	<u>Sector Maximum (%)</u>	<u>Per Issuer Maximum (%)</u>	<u>Minimum Ratings Requirement¹</u>	<u>Maximum Maturity</u>
<u>U.S. Treasury</u>	<u>100%</u>	<u>100%</u>	<u>N/A</u>	<u>10 Years (5.50 Years avg. life⁴ for GNMA)</u>
<u>GNMA</u>		<u>40%</u>		
<u>Other U.S. Government Guaranteed (e.g. AID, GTC)</u>		<u>10%</u>		
<u>Federal Agency/GSE: FNMA, FHLMC, FHLB, FFCB*</u>	<u>75%</u>	<u>40%³</u>	<u>N/A</u>	<u>10 Years</u>
<u>Federal Agency/GSE other than those above</u>		<u>10%</u>		

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<u>Sector</u>	<u>Sector Maximum (%)</u>	<u>Per Issuer Maximum (%)</u>	<u>Minimum Ratings Requirement¹</u>	<u>Maximum Maturity</u>
<u>Supranationals where U.S. is a shareholder and voting member</u>	<u>25%</u>	<u>10%</u>	<u>Highest ST or Two Highest LT Rating Categories (A-1/P-1, AAA/Aaa, or equivalent)</u>	<u>5.50 Years</u>
<u>Corporates</u>	<u>50%²</u>	<u>5%</u>	<u>Highest ST or Three Highest LT Rating Categories (A-1/P-1, A-/A3 or equivalent)</u>	<u>5.50 Years</u>
<u>Municipals</u>	<u>25%</u>	<u>5%</u>	<u>Highest ST or Three Highest LT Rating Categories (SP-1/MIG 1, A-/A3, or equivalent)</u>	<u>5.50 Years</u>
<u>Agency Mortgage-Backed Securities (MBS)</u>	<u>25%</u>	<u>40%³</u>	<u>N/A</u>	<u>5.50 Years Avg. Life⁴</u>
<u>Asset-Backed Securities (ABS)</u>	<u>25%</u>	<u>5%</u>	<u>Highest ST or LT Rating (A-1+/P-1, AAA/Aaa, or equivalent)</u>	<u>5.50 Years Avg. Life⁴</u>
<u>Non-Negotiable Collateralized Bank Deposits or Savings Accounts</u>	<u>50%</u>	<u>None, if fully collateralized</u>	<u>None, if fully collateralized.</u>	<u>2 Years</u>
<u>Commercial Paper (CP)</u>	<u>50%²</u>	<u>5%</u>	<u>Highest ST Rating Category (A-1/P-1, or equivalent)</u>	<u>270 Days</u>
<u>Bankers' Acceptances (BAs)</u>	<u>10%²</u>	<u>5%</u>	<u>Highest ST Rating Category (A-1/P-1, or equivalent)</u>	<u>180 Days</u>
<u>Repurchase Agreements (Repo or RP)</u>	<u>40%</u>	<u>20%</u>	<u>Counterparty (or if the counterparty is not rated by an NRSRO, then the counterparty's parent) must be rated in the Highest ST Rating Category (A-1/P-1, or equivalent) If the counterparty is a Federal Reserve Bank, no rating is required</u>	<u>1 Year</u>
<u>Money Market Funds (MMFs)</u>	<u>50%</u>	<u>25%</u>	<u>Highest Fund Rating by all NRSROs who rate the fund (AAA-m/Aaa-mf, or equivalent)</u>	<u>N/A</u>
<u>Fixed-Income Mutual Funds & ETFs</u>	<u>20%</u>	<u>10%</u>	<u>N/A</u>	<u>N/A</u>
<u>Intergovernmental Pools (LGIPs)</u>	<u>50%</u>	<u>25%</u>	<u>Highest Fund Quality and Volatility Rating Categories by all NRSROs who rate the LGIP, (AAA-m/AAAF, S1, or equivalent)</u>	<u>N/A</u>
<u>Florida Local Government Surplus Funds Trust Funds ("Florida Prime")</u>	<u>25%</u>	<u>N/A</u>	<u>Highest Fund Rating by all NRSROs who rate the fund (AAA-m/Aaa-mf, or equivalent)</u>	<u>N/A</u>

Notes:

¹ Rating by at least one SEC-registered Nationally Recognized Statistical Rating Organization ("NRSRO"), unless otherwise noted. ST=Short-term; LT=Long-term.

² Maximum allocation to all corporate and bank credit instruments is 50% combined.

³ Maximum exposure to any one Federal agency, including the combined holdings of Agency debt and Agency MBS, is 40%.

⁴ The maturity limit for MBS and ABS is based on the expected average life at time of settlement, measured using Bloomberg or other industry standard methods.

* Federal National Mortgage Association (FNMA); Federal Home Loan Mortgage Corporation (FHLMC); Federal Home Loan Bank or its District banks (FHLB); Federal Farm Credit Bank (FFCB).

- 1) **U.S. Treasury & Government Guaranteed** - U.S. Treasury obligations, and obligations the principal and interest of which are backed or guaranteed by the full faith and credit of the U.S. Government.
- 2) **Federal Agency/GSE** - Debt obligations, participations or other instruments issued or fully guaranteed by any U.S. Federal agency, instrumentality or government-sponsored enterprise (GSE).
- 3) **Supranationals** – U.S. dollar denominated debt obligations of a multilateral organization of governments where U.S. is a shareholder and voting member.

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- 4) **Corporates** – U.S. dollar denominated corporate notes, bonds or other debt obligations issued or guaranteed by a domestic or foreign corporation, financial institution, non-profit, or other entity.
- 5) **Municipals** – Obligations, including both taxable and tax-exempt, issued or guaranteed by any State, territory or possession of the United States, political subdivision, public corporation, authority, agency board, instrumentality or other unit of local government of any State or territory.
- 6) **Agency Mortgage Backed Securities** - Mortgage-backed securities (MBS), backed by residential, multi-family or commercial mortgages, that are issued or fully guaranteed as to principal and interest by a U.S. Federal agency or government sponsored enterprise, including but not limited to pass-throughs, collateralized mortgage obligations (CMOs) and REMICs.
- 7) **Asset-Backed Securities** - Asset-backed securities (ABS) whose underlying collateral consists of loans, leases or receivables, including but not limited to auto loans/leases, credit card receivables, student loans, equipment loans/leases, or home-equity loans.
- 8) **Non-Negotiable Certificate of Deposit and Savings Accounts** - Non-negotiable interest bearing time certificates of deposit, or savings accounts in banks organized under the laws of this state or in national banks organized under the laws of the United States and doing business in this state, provided that any such deposits are secured by the Florida Security for Public Deposits Act, Chapter 280, Florida Statutes.
- 9) **Commercial Paper** – U.S. dollar denominated commercial paper issued or guaranteed by a domestic or foreign corporation, company, financial institution, trust or other entity, including both unsecured debt and asset-backed programs.
- 10) **Bankers' Acceptances** - Bankers' acceptances issued, drawn on, or guaranteed by a U.S. bank or U.S. branch of a foreign bank.
- 11) **Repurchase Agreements** - Repurchase agreements (Repo or RP) that meet the following requirements:
 - a. Must be governed by a written SIFMA Master Repurchase Agreement which specifies securities eligible for purchase and resale, and which provides the unconditional right to liquidate the underlying securities should the Counterparty default or fail to provide full timely repayment.
 - b. Counterparty must be a Federal Reserve Bank, a Primary Dealer as designated by the Federal Reserve Bank of New York, or a nationally chartered commercial bank.
 - c. Securities underlying repurchase agreements must be delivered to a third party custodian under a written custodial agreement and may be of deliverable or tri-party form. Securities must be held in the City's custodial account or in a separate account in the name of the City.
 - d. Acceptable underlying securities include only securities that are direct obligations of, or that are fully guaranteed by, the United States or any agency of the United States, or U.S. Agency-backed mortgage related securities.
 - e. Underlying securities must have an aggregate current market value of at least 102% (or 100% if the counterparty is a Federal Reserve Bank) of the purchase price plus current accrued price differential at the close of each business day.
 - f. Final term of the agreement must be 1 year or less.
- 12) **Money Market Funds** - Shares in open-end and no-load money market mutual funds, provided such funds are registered under the Investment Company Act of 1940 and operate in accordance with Rule 2a-7.

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A thorough investigation of any money market fund is required prior to investing, and on an annual basis. Appendix B is a questionnaire that contains a list of questions, to be answered prior to investing, that cover the major aspects of any investment pool/fund. A current prospectus must be obtained.

- 13) **Fixed-Income Mutual Funds and ETFs** - Shares in open-end and no-load fixed-income mutual funds or exchange-traded funds (ETFs) whose underlying investments would be permitted for purchase under this policy and all its restrictions.
- 14) **Local Government Investment Pools** – State, local government or privately-sponsored investment pools that are authorized pursuant to state law.

A thorough investigation of any intergovernmental investment pool is required prior to investing, and on an annual basis. Appendix B is a questionnaire that contains a list of questions, to be answered prior to investing, that cover the major aspects of any investment pool/fund. A current prospectus must be obtained.

- 15) **The Florida Local Government Surplus Funds Trust Funds (“Florida Prime”)** A thorough investigation of the Florida Prime is required prior to investing, and on an annual basis. Appendix B is a questionnaire that contains a list of questions, to be answered prior to investing, that cover the major aspects of any investment pool/fund. A current prospectus or portfolio report must be obtained.

General Investment and Portfolio Limits

1. **General investment limitations:**
 - a. Investments must be denominated in U.S. dollars and issued for legal sale in U.S. markets.
 - b. Minimum ratings are based on the highest rating by any one Nationally Recognized Statistical Ratings Organization (“NRSRO”), unless otherwise specified.
 - c. All limits and rating requirements apply at time of purchase.
 - d. Should a security fall below the minimum credit rating requirement for purchase, the Investment Advisor will notify the Finance Director.
 - e. The maximum maturity (or average life for MBS/ABS) of any investment is 10 years. Maturity and average life are measured from settlement date. The final maturity date can be based on any mandatory call, put, pre-refunding date, or other mandatory redemption date.
2. **General portfolio limitations:**
 - a. The maximum effective duration of the aggregate portfolio is 3 years.
 - b. Maximum exposure to issuers in any non-U.S. country cannot exceed 10 percent per country.
3. **Investment in the following are permitted, provided they meet all other policy requirements:**
 - a. Callable, step-up callable, called, pre-refunded, puttable and extendable securities, as long as the effective final maturity meets the maturity limits for the sector
 - b. Variable-rate and floating-rate securities
 - c. Subordinated, secured and covered debt, if it meets the ratings requirements for the sector
 - d. Zero coupon issues and strips, excluding agency mortgage-backed Interest-only structures (I/Os)
 - e. Treasury TIPS
4. **The following are NOT PERMITTED investments, unless specifically authorized by statute and with prior approval of the governing body:**
 - a. Trading for speculation
 - b. Derivatives (other than callables and traditional floating or variable-rate instruments)
 - c. Mortgage-backed interest-only structures (I/Os)
 - d. Inverse or leveraged floating-rate and variable-rate instruments

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- e. Currency, equity, index and event-linked notes (e.g. range notes), or other structures that could return less than par at maturity
 - f. Private placements and direct loans, except as may be legally permitted by Rule 144A or commercial paper issued under a 4(2) exemption from registration
 - g. Convertible, high yield, and non-U.S. dollar denominated debt
 - h. Short sales
 - i. Use of leverage
 - j. Futures and options
 - k. Mutual funds, other than fixed-income mutual funds and ETFs, and money market funds
 - l. Equities, commodities, currencies and hard assets
- A. ~~The Florida PRIME~~

1. ~~Investment Authorization~~

~~The Finance Director may invest in the Florida PRIME.~~

2. ~~Portfolio Composition~~

~~A maximum of 25% of available funds may be invested in the Florida PRIME.~~

3. ~~The money market Florida PRIME shall be rated “AAAm” by Standard & Poor’s or the equivalent by another Nationally Recognized Statistical Rating Organization (“NRSRO”) rating.~~

4. ~~Due Diligence Requirements~~

~~— A thorough investigation of Florida PRIME or any money market fund is required prior to investing, and on a continual basis. Attachment B is a questionnaire that contains a list of questions, to be answered prior to investing, that cover the major aspects of any investment pool/fund. There shall be a questionnaire developed by the Treasurer that will contain a list of due diligence considerations that deal with the major aspects of any investment pool/fund. A current prospectus must be obtained and/or current pool documents and portfolio reports.~~

~~— B. — United States Government Securities~~

1. ~~Purchase Authorization~~

~~The Finance Director may invest in direct negotiable obligations, or obligations the principal and interest of which are unconditionally guaranteed by the United States Government. Such securities will include, but not be limited to the following:~~

~~Cash Management Bills
Treasury Securities—State and Local Government Series (“SLGS”)
Treasury Bills
Treasury Notes
Treasury Bonds
Treasury Strips~~

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~~2. Portfolio Composition~~

~~A maximum of 100% of available funds may be invested in the United States Government Securities.~~

~~3. Maturity Limitations~~

~~The maximum length to maturity of any direct investment in the United States Government Securities is ten (10) years from the date of purchase.~~

~~C. United States Government Agencies~~

~~1. Purchase Authorization~~

~~The Finance Director may invest in bonds, debentures, notes or callable issued or guaranteed by the United States Governments agencies, provided such obligations are backed by the full faith and credit of the United States Government. Such securities will include, but not be limited to the following:~~

~~Government National Mortgage Association (GNMA)~~

~~-GNMA guaranteed mortgage-backed bonds~~

~~-GNMA guaranteed pass-through obligations~~

~~United States Export—Import Bank~~

~~———Direct obligations or fully guaranteed certificates of beneficial ownership~~

~~Farmer Home Administration~~

~~———Certificates of beneficial ownership~~

~~Federal Financing Bank~~

~~———Discount notes, notes and bonds~~

~~Federal Housing Administration Debentures~~

~~General Services Administration~~

~~United States Maritime Administration Guaranteed~~

~~———Title XI Financing~~

~~New Communities Debentures~~

~~———United States Government guaranteed debentures~~

~~United States Public Housing Notes and Bonds~~

~~———United States Government guaranteed public housing notes and bonds~~

~~United States Department of Housing and Urban Development~~

~~———Project notes and local authority bonds~~

~~2. Portfolio Composition~~

~~A maximum of 75% of available funds may be invested in United States Government agencies.~~

~~3. Limits on Individual Issuers~~

~~A maximum of 50% of available funds may be invested in individual United States Government agencies.~~

~~4. Maturity Limitations~~

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~~The maximum length to maturity for an investment in any United States Government agency security is ten (10) years from the date of purchase.~~

~~D. Federal Instrumentalities (United States Government sSponsored Enterprises (“GSE”) agencies)~~

~~1. Purchase Authorization~~

~~The Finance Director may invest in bonds, debentures or notes which may be subject to call, issued or guaranteed as to principal and interest by United States Government sponsored agencies (Federal Instrumentalities) which are non-full faith and credit agencies limited to the following:~~

~~Federal Farm Credit Bank (FFCB)
Federal Home Loan Bank or its district banks (FHLB)
Federal National Mortgage Association (FNMA)
Federal Home Loan Mortgage Corporation (Freddie Macs)~~

~~2. Portfolio Composition~~

~~A maximum of 80% of available funds may be invested in Federal Instrumentalities. The combined total of available funds invested in Federal Instrumentalities and Mortgage Backed Securities cannot be more than 80%.~~

~~3. Limits on Individual Issuers~~

~~A maximum of 40% of available funds may be invested in any one issuer.~~

~~4. Maturity Limitations~~

~~The maximum length to maturity for an investment in any Federal Instrumentality security is ten (10) years from the date of purchase.~~

Mortgage-Backed Securities (“MBS”)

1. Purchase Authorization

Mortgage-backed securities (“MBS”) which are based on mortgages that are guaranteed by a government agency or GSE for payment of principal and a guarantee of timely payment.

2. Portfolio Composition

A maximum of 20% of available funds may be invested in MBS. The combined total of available funds invested in Federal Instrumentalities and Mortgage Backed Securities cannot be more than 80%.

3. Limits on Individual Issuers

A maximum of 15% of available funds may be invested with any one issuer.

The maximum percentage invested in securities of any one issuer is inclusive of mortgage backed securities of same issuer.

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4. Maturity Limitations

A maximum length to maturity for an investment in any MBS is seven (7) years from the date of purchase.

The maturity of mortgage securities shall be considered the date corresponding to its average life. This date reflects the point at which an investor will have received back half of the original principal (face) amount. The average life may be different from the stated legal maturity included in a security's description.

E.F Interest Bearing Time Deposit or Saving Accounts

1. Purchase Authorization

The Finance Director may invest in non-negotiable interest bearing time certificates of deposit or savings accounts in banks organized under the laws of this state and in national banks organized under the laws of the United States and doing business and situated in the State of Florida. Additionally, the bank shall not be listed with any recognized credit watch information service.

2. Portfolio Composition

A maximum of 25% of available funds may be invested in non-negotiable interest bearing time certificates of deposit.

3. Limits on Individual Issuers

A maximum of 15% of available funds may be deposited with any one issuer.

The maximum maturity on any certificate shall be no greater than one (1) year from the date of purchase.

F.G Repurchase Agreements

1. Purchase Authorization

The Finance Director may invest in repurchase agreements composed of only those investments based on the requirements set forth by the City's Master Repurchase Agreement. All firms are required to sign the Master Repurchase Agreement prior to the execution of a repurchase agreement transaction.

b. A third party custodian with whom the City has a current custodial agreement shall hold the collateral for all repurchase agreements with a term longer than one (1) business day. A clearly marked receipt that shows evidence of ownership must be supplied to the Comptroller and retained.

c. Securities authorized for collateral are negotiable direct obligations of the United States Government, Government Agencies, and Federal Instrumentalities with maturities under five (5) years and must have a market value for the principal and accrued interest of 102 percent of the value and for the term of the repurchase agreement. Immaterial short-term deviations from 102 percent requirement are permissible only upon the approval of the Finance Director.

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~~2. Portfolio Composition~~

~~A maximum of 50% of available funds may be invested in repurchase agreements excluding one (1) business day agreements and overnight sweep agreements.~~

~~3. Limits on Individual Issuers~~

~~A maximum of 25% of available funds may be invested with any one institution.~~

~~4. Limits on Maturities~~

~~The maximum length to maturity of any repurchase agreement is 90 days from the date of purchase.~~

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G.H — Commercial Paper

1. — Purchase Authorization

~~The Finance Director may invest in commercial paper of any United States company that is rated, at the time of purchase, “Prime-1” by Moody’s and “A-1” by Standard & Poor’s (prime commercial paper). Additionally, the company shall not be listed with any recognized credit watch information service.~~

2. — Portfolio Composition

~~A maximum of 30% of available funds may be directly invested in prime commercial paper.~~

3. — Limits on Individual Issuers

~~A maximum of 10% of available funds may be invested with any one issuer.~~

4. — Maturity Limitations

~~The maximum length to maturity for prime commercial paper shall be 270180 days from the date of purchase.~~

H.I — High Grade Corporate Notes

1. — Purchase Authorization

~~The Finance Director may invest in corporate notes issued by corporations organized and operating within the United States or by depository institutions licensed by the United States that have a long term debt rating, at the time of purchase, at a minimum within the single “A” category by any two NRSROs “Aa” by Moody’s and a minimum long term debt rating of “AA” by Standard & Poor’s. Additionally, the company shall not be listed with any recognized credit watch information service.~~

2. — Portfolio Composition

~~A maximum of 15% of available funds may be directly invested in corporate notes.~~

3. — Limits on Individual Issuers

~~A maximum of 5% of available funds may be invested with any one issuer.~~

4. — Maturity Limitations

~~The maximum length to maturity for corporate notes shall be five (5) years3 years from the date of purchase.~~

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I.J — Bankers' acceptances

1. — Purchase Authorization

~~The Finance Director may invest in Bankers' acceptances issued by a domestic bank or a federally chartered domestic office of a foreign bank, which is eligible for purchase by the Federal Reserve System, at the time of purchase, the short-term paper is rated, at a minimum, "P-1" by Moody's Investors Services and "A-1" Standard & Poor's. Additionally, the bank shall not be listed with any recognized credit watch information service.~~

2. — Portfolio Composition

~~A maximum of 30% of available funds may be directly invested in Bankers' acceptances~~

3. — Limits on Individual Issuers

~~A maximum of 10% of available funds may be invested with any one issuer.~~

4. — Maturity Limitations

~~The maximum length to maturity for Bankers' acceptances shall be 180 days from the date of purchase.~~

J.K — State and/or Local Government Taxable and/or Tax Exempt Debt

1. — Purchase Authorization

~~The Finance Director may invest in state and/or local government taxable and/or tax-exempt debt, general obligation and/or revenue bonds, rated at the time of purchase, at a minimum within the single "A" category by any two NRSROs, least "Aa" by Moody's and "AA" by Standard & Poor's for long-term debt, or rated at least "MIG-2" by Moody's and "SP-2" by Standard & Poor's for short-term debt.~~

2. — Portfolio Composition

~~A maximum of 20% of available funds may be invested in taxable and tax-exempt debts.~~

3. — Limits on Individual Issuers

~~A maximum of 5% of available funds may be invested with any one issuer.~~

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34.—Maturity Limitations

~~A maximum length to maturity for an investment in any state or local government debt security is five (5) three (3) years from the date of purchase.~~

KL.—Registered Investment Companies (Mutual Funds)

1.—Investment Authorization

~~The Finance Director may invest in shares in open-end and no-load fixed-income securities mutual funds provided such funds are registered under the Federal Investment Company Act of 1940 and invest in securities permitted by this policy.~~

2.—Portfolio Composition

~~A maximum of 50% of available funds may be invested in mutual funds excluding one (1) business day overnight sweep agreements.~~

3.—Limits of Individual Issuers

~~A maximum of 25% of available funds may be invested with any one mutual fund.~~

4.—Rating Requirements

~~The money market mutual funds shall be rated “AAAm” or better by Standard & Poor’s, or the equivalent by another national rating agency NRSRO.~~

5.—Due Diligence Requirements

~~A thorough investigation of any mutual market fund is required prior to investing, and on a continual basis. Attachment B is a questionnaire that contains a list of questions, to be answered prior to investing, that cover the major aspects of any investment pool/fund. There shall be a questionnaire developed by the Finance Director that will contain a list of due diligence considerations that deal with the major aspects of any investment pool/fund. A current prospectus must be obtained and/or current pool documents and portfolio reports.~~

L.M—Intergovernmental Investment Pool

1.—Investment Authorization

~~The Finance Director may invest in intergovernmental investment pools that are authorized pursuant to the Florida Interlocal Cooperation Act, as provided in Section 163.01, Florida Statutes and provided that said funds contain no derivatives.~~

2.—Portfolio Composition

~~A maximum of 25% of available funds may be invested in intergovernmental investment pools.~~

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3. Rating Requirement

The investment pool shall be rated “AAAm” by Standard & Poor’s or the equivalent by another rating agency NRSRO.

4. Due Diligence Requirements

~~A thorough investigation of any investment pool/fund is required prior to investing, and on a continual basis. Attachment B is a questionnaire that contains a list of questions, to be answered prior to investing, that cover the major aspects of any investment pool/fund. There shall be a questionnaire developed by the Finance Director that will contain a list of questions that covers the major aspects of any investment pool/fund. A current prospectus must be obtained and/or current pool documents and portfolio reports.~~

XIII. DERIVATIVES AND REVERSE REPURCHASE AGREEMENTS

Investment in any derivative products or the use of reverse repurchase agreements requires specific City Council approval prior to their use, unless otherwise specified in Section XII of this Investment Policy. If the City Council approves the use of derivative products, the Finance Director shall develop sufficient understanding of the derivative products and have the expertise to manage them. A “derivative” is defined as a financial instrument the value of which depends on, or is derived from, the value of one or more underlying assets or indices or asset values. If the City Council approves the use of reverse repurchase agreements or other forms of leverage, the investment shall be limited to transactions in which the proceeds are intended to provide liquidity and for which the Finance Director has sufficient resources and expertise to manage them.

XIV. PERFORMANCE MEASUREMENTS

In order to assist in the evaluation of the portfolios’ performance, the City will use performance benchmarks for short-term and long-term portfolios. The use of benchmarks will allow the City to measure its returns against other investors in the same markets.

- A. Investment performance of funds designated as short-term funds and other funds that must maintain a high degree of liquidity will be compared to the S&P Rated GIP Index Government 30-Day Gross of Fees Merrill Lynch 91-Day U.S. Treasury Bill Index yield will be used as a benchmark as compared to the portfolios’ net book value rate of return for current operating funds. Investments of current operating funds should have maturities of no longer than twenty-four (24) months.
- B. Investment performance of funds designated as core funds and other non-operating funds that have a longer-term investment horizon will be compared to the Bank of America Merrill Lynch 1-3 Year U.S. Treasury Note Index and the portfolio’s total rate of return will be compared to this benchmark. ~~to an index comprised of U. S. Treasury or Government securities.~~ The appropriate index will have a duration and asset mix that approximates the portfolios and will be utilized as a benchmark to be compared to the portfolios’ total rate of return. Investments of bond reserves, construction funds, and other non-operating funds (“core funds”) should have a term appropriate to the need for funds and in accordance with debt covenants, but should not exceed ten (10) years.

XVII. REPORTING

The Finance Director and/or Investment Advisor shall provide the City Manager with a “Quarterly Investment Report” that summarizes but not limited to the following:

- A. Recent market conditions, economic developments and anticipated investment conditions.
- B. The investment strategies employed in the most recent quarter.
- C. A description of all securities held in investment portfolios at month-end.
- D. The total rate of return for the quarter and year-to-date versus appropriate benchmarks.
- E. Any areas of policy concern warranting possible revisions to current or planned investment strategies. The market values presented in these reports will be consistent with accounting guidelines in GASB Statement 31.

On an annual basis, the Finance Director shall submit to the City Council a written report on all invested funds. The annual report shall provide all, but not limited to, the following: a complete list of all invested funds, name or type of security in which the funds are invested, the amount invested, the maturity date, earned income, the book value, the market value, the yield on each investment.

The annual report will show performance on both a book value and total rate of return basis and will compare the results to the above-stated performance benchmarks. All investments shall be reported at fair value per GASB Statement 31. Investment reports shall be available to the public.

XVIII. THIRD-PARTY CUSTODIAL AGREEMENTS

Securities, with the exception of certificates of deposits, shall be held with a third party custodian; and all securities purchase by, and all collateral obtained by; the City should be properly designated as an asset of the City. The securities must be held in an account separate and apart from the assets of the financial institution. A third party custodian is defined as any bank depository chartered by the Federal Government, the State of Florida, or any other state or territory of the United States which has a branch or principal place of business in the State of Florida, or by a national association organized and existing under the laws of the United States which is authorized to accept and execute trusts and which is doing business in the State of Florida. Certificates of deposits will be placed in the provider’s safekeeping department for the term of the deposit.

The custodian shall accept transaction instructions only from those persons who have been duly authorized by the City Manager and which authorization has been provided, in writing, to the custodian. No withdrawal of securities, in whole or in part, shall be made from safekeeping, shall be permitted unless by such a duly authorized person.

The custodian shall provide the Finance Director with safekeeping statements that provide detail information on the securities held by the custodian. On a monthly basis, the custodian will also provide reports that list all securities held for the City, the book value of holdings and the market value as of month-end.

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Security transactions between a broker/dealer and the custodian involving the purchase or sale of securities by transfer of money or securities must be made on a “delivery vs. payment” basis, if applicable, to ensure that the custodian will have the security or money, as appropriate, in hand at the conclusion of the transaction. Securities held as collateral shall be held free and clear of any liens.

XVHXL INVESTMENT COMMITTEE

An Investment Committee has been established for the purpose of formulating alternative investment strategies and short-range directions within the guideline herein set forth and for monitoring the performance and structure of the City’s portfolio. The Committee shall include the City Manager, Finance Director, the Accounting and Budget Manager, a Council Member, and may include other members as may be designated by the Finance Director and/or City Manager from time to time. The Investment Committee is a committee of the City Council and therefore the committee meetings will conform to the public meeting requirements as prescribed by Florida Statutes.

A designee of the Finance Director will provide the Committee members with current market information, an updated portfolio listing and analysis, and various pertinent financial data. The Committee or quorum of the committee shall meet as often as deemed necessary, under the given conditions, to review, discuss and affirm or alter the current investment strategy and perform other functions as herein provided.

The Investment Committee activities shall include but not be limited to review and setting investment strategies; review and establishing of written investment procedures; review and approval of bank and other rating agency services; review and approval of source documentation regarding issuers, institutions and dealers, and any other functions as defined herein.

XXVIII INVESTMENT POLICY ADOPTION

The Investment Policy shall be adopted by City resolution. The Finance Director, Accounting and Budget Manager, and the Investment Committee shall review the policy annually and the City Council shall approve any modification made thereto. Any inconsistencies between the current portfolio and this policy will be considered acceptable as long as corrective measures are completed to adjust the portfolio in accordance with this policy.

APPROVED AND ADOPTED BY THE CITY COUNCIL ON _____

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Attachment Appendix A

Glossary of Cash and Investment Management Terms

The following is a glossary of key investing terms, many of which appear in the City's investment policy. This glossary clarifies the meaning of investment terms generally used in cash and investment management. This glossary has been adapted from the GFOA Sample Investment Policy and the Association of Public Treasurers of the United States and Canada's Model Investment Policy.

Accrued Interest. Interest earned but which has not yet been paid or received.

Agency. See "Federal Agency Securities."

Ask Price. Price at which a broker/dealer offers to sell a security to an investor. Also known as "offered price."

Asset Backed Securities (ABS). A fixed-income security backed by notes or receivables against assets other than real estate. Generally issued by special purpose companies that "own" the assets and issue the ABS. Examples include securities backed by auto loans, credit card receivables, home equity loans, manufactured housing loans, farm equipment loans, and aircraft leases.

Average Life. The average length of time that an issue of serial bonds and/or term bonds with a mandatory sinking fund feature is expected to be outstanding.

Bankers' Acceptance (BA's). A draft or bill of exchange drawn upon and accepted by a bank. Frequently used to finance shipping of international goods. Used as a short-term credit instrument, bankers' acceptances are traded at a discount from face value as a money market instrument in the secondary market on the basis of the credit quality of the guaranteeing bank.

Basis Point. One hundredth of one percent, or 0.01%. Thus 1% equals 100 basis points.

Bearer Security. A security whose ownership is determined by the holder of the physical security. Typically, there is no registration on the issuer's books. Title to bearer securities is transferred by delivery of the physical security or certificate. Also known as "physical securities."

Benchmark Bills: In November 1999, FNMA introduced its Benchmark Bills program, a short-term debt securities issuance program to supplement its existing discount note program. The program includes a schedule of larger, weekly issues in three- and six-month maturities and biweekly issues in one-year for Benchmark Bills. Each issue is brought to market via a Dutch (single price) auction. FNMA conducts a weekly auction for each Benchmark Bill maturity and accepts both competitive and non-competitive bids through a web based auction system. This program is in addition to the variety of other discount note maturities, with rates posted on a daily basis, which FNMA offers. FNMA's Benchmark Bills are unsecured general obligations that are issued in book-entry form through the Federal Reserve Banks. There are no periodic payments of interest on Benchmark Bills, which are sold at a discount from the principal amount and payable at par at maturity. Issues under the Benchmark program constitute the same credit standing as other FNMA discount notes; they simply add organization and liquidity to the short-term Agency discount note market.

Benchmark Notes/Bonds: Benchmark Notes and Bonds are a series of FNMA "bullet" maturities (non-callable) issued according to a pre-announced calendar. Under its Benchmark Notes/Bonds program, 2, 3, 5, 10, and 30-year maturities are issued each quarter. Each Benchmark Notes new issue has a minimum size of \$4 billion, 30-year new issues having a minimum size of \$1 billion, with re-openings based on investor demand to further enhance liquidity. The amount of non-callable issuance has allowed FNMA to build a yield curve in Benchmark Notes and Bonds in maturities ranging from 2 to 30 years. The liquidity emanating from these large size issues has facilitated favorable financing opportunities through the development of a liquid overnight and term repo market. Issues under the Benchmark program constitute the same credit standing as other FNMA issues; they simply add organization and liquidity to the intermediate- and long-term Agency market.

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Benchmark. A market index used as a comparative basis for measuring the performance of an investment portfolio. A performance benchmark should represent a close correlation to investment guidelines, risk tolerance, and duration of the actual portfolio's investments.

Bid Price. Price at which a broker/dealer offers to purchase a security from an investor.

Bond. Financial obligation for which the issuer promises to pay the bondholder (the purchaser or owner of the bond) a specified stream of future cash-flows, including periodic interest payments and a principal repayment.

Book Entry Securities. Securities that are recorded in a customer's account electronically through one of the financial markets electronic delivery and custody systems, such as the Fed Securities wire, DTC, and PTC

(as opposed to bearer or physical securities). The trend is toward a certificate-free society in order to cut down on paperwork and to diminish investors' concerns about the certificates themselves. The vast majority of securities are now book entry securities.

Book Value. The value at which a debt security is reflected on the holder's records at any point in time. Book value is also called "amortized cost" as it represents the original cost of an investment adjusted for amortization of premium or accretion of discount. Also called "carrying value." Book value can vary over time as an investment approaches maturity and differs from "market value" in that it is not affected by changes in market interest rates.

Broker/Dealer. A person or firm transacting securities business with customers. A "broker" acts as an agent between buyers and sellers, and receives a commission for these services. A "dealer" buys and sells financial assets from its own portfolio. A dealer takes risk by owning inventory of securities, whereas a broker merely matches up buyers and sellers. See also "Primary Dealer."

Bullet Notes/Bonds. Notes or bonds that have a single maturity date and are non-callable.

Call Date. Date at which a call option may be or is exercised.

Call Option. The right, but not the obligation, of an issuer of a security to redeem a security at a specified value and at a specified date or dates prior to its stated maturity date. Most fixed-income calls are a par, but can be at any previously established price. Securities issued with a call provision typically carry a higher yield than similar securities issued without a call feature. There are three primary types of call options (1) European - one-time calls, (2) Bermudan - periodically on a predetermined schedule (quarterly, semi-annual, annual), and (3) American - continuously callable at any time on or after the call date. There is usually a notice period of at least 5 business days prior to a call date.

Callable Bonds/Notes. Securities which contain an imbedded call option giving the issuer the right to redeem the securities prior to maturity at a predetermined price and time.

Certificate of Deposit (CD). Bank obligation issued by a financial institution generally offering a fixed rate of return (coupon) for a specified period of time (maturity). Can be as long as 10 years to maturity, but most CDs purchased by public agencies are one year and under.

Collateral. Investment securities or other property that a borrower pledges to secure repayment of a loan, secure deposits of public monies, or provide security for a repurchase agreement.

Collateralization. Process by which a borrower pledges securities, property, or other deposits for securing the repayment of a loan and/or security.

Collateralized Mortgage Obligation (CMO). A security that pools together mortgages and separates them into short, medium, and long-term positions (called tranches). Tranches are set up to pay different rates of interest depending upon their maturity. Interest payments are usually paid monthly. In "plain vanilla" CMOs, principal is not paid on a tranche until all shorter tranches have been paid off. This system provides interest and principal in a

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more predictable manner. A single pool of mortgages can be carved up into numerous tranches each with its own payment and risk characteristics.

Commercial Paper. Short term unsecured promissory note issued by a company or financial institution. Issued at a discount and matures for par or face value. Usually a maximum maturity of 270 days and given a short-term debt rating by one or more NRSROs.

Convexity. A measure of a bond's price sensitivity to changing interest rates. A high convexity indicates greater sensitivity of a bond's price to interest rate changes.

Corporate Note. A debt instrument issued by a corporation with a maturity of greater than one year and less than ten years.

Counterparty. The other party in a two party financial transaction. "Counterparty risk" refers to the risk that the other party to a transaction will fail in its related obligations. For example, the bank or broker/dealer in a repurchase agreement.

Coupon Rate. Annual rate of interest on a debt security, expressed as a percentage of the bond's face value.

Current Yield. Annual rate of return on a bond based on its price. Calculated as (coupon rate / price), but does not accurately reflect a bond's true yield level.

Custody. Safekeeping services offered by a bank, financial institution, or trust company, referred to as the "custodian." Service normally includes the holding and reporting of the customer's securities, the collection and disbursement of income, securities settlement, and market values.

Dealer. A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his/her own account.

Delivery Versus Payment (DVP). Settlement procedure in which securities are delivered versus payment of cash, but only after cash has been received. Most security transactions, including those through the Fed Securities Wire system and DTC, are done DVP as a protection for both the buyer and seller of securities.

Depository Trust Company (DTC). A firm through which members can use a computer to arrange for securities to be delivered to other members without physical delivery of certificates. A member of the Federal Reserve System and owned mostly by the New York Stock Exchange, the Depository Trust Company uses computerized debit and credit entries. Most corporate securities, commercial paper, CDs, and BAs clear through DTC.

Derivatives. (1) Financial instruments whose return profile is linked to, or derived from, the movement of one or more underlying index or security, and may include a leveraging factor, or (2) financial contracts based upon notional amounts whose value is derived from an underlying index or security (interest rates, foreign exchange rates, equities, or commodities). For hedging purposes, common derivatives are options, futures, interest rate swaps, and swaptions.

Derivative Security. Financial instrument created from, or whose value depends upon, one or more underlying assets or indexes of asset values.

Designated Bond. FFCB's regularly issued, liquid, non-callable securities that generally have a 2 or 3 year original maturity. New issues of Designated Bonds are \$1 billion or larger. Re-openings of existing Designated Bond issues are generally a minimum of \$100 million. Designated Bonds are offered through a syndicate of two to six dealers. Twice each month the Funding Corporation announces its intention to issue a new Designated Bond, reopen an existing issue, or to not issue or reopen a Designated Bond. Issues under the Designated Bond program constitute the same credit standing as other FFCB issues; they simply add organization and liquidity to the intermediate- and long-term Agency market.

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Discount Notes. Unsecured general obligations issued by Federal Agencies at a discount. Discount notes mature at par and can range in maturity from overnight to one year. Very large primary (new issue) and secondary markets exist.

Discount Rate. Rate charged by the system of Federal Reserve Banks on overnight loans to member banks. Changes to this rate are administered by the Federal Reserve and closely mirror changes to the “fed funds rate.”

Discount Securities. Non-interest bearing money market instruments that are issued at discount and redeemed at maturity for full face value. Examples include: U.S. Treasury Bills, Federal Agency Discount Notes, Bankers' Acceptances, and Commercial Paper.

Discount. The amount by which a bond or other financial instrument sells below its face value. See also "Premium."

Diversification. Dividing investment funds among a variety of security types, maturities, industries, and issuers offering potentially independent returns.

Dollar Price. A bond's cost expressed as a percentage of its face value. For example, a bond quoted at a dollar price of 95 ½, would have a principal cost of \$955 per \$1,000 of face value.

Duff & Phelps. One of several NRSROs that provide credit ratings on corporate and bank debt issues.

Duration. The weighted average maturity of a security's or portfolio's cash-flows, where the present values of the cash-flows serve as the weights. The greater the duration of a security/portfolio, the greater its percentage price volatility with respect to changes in interest rates. Used as a measure of risk and a key tool for managing a portfolio versus a benchmark and for hedging risk. There are also different kinds of duration used for different purposes (e.g. MacAuley Duration, Modified Duration).

Fannie Mae. See "Federal National Mortgage Association."

Fed Money Wire. A computerized communications system that connects the Federal Reserve System with its member banks, certain U. S. Treasury offices, and the Washington D.C. office of the Commodity Credit Corporation. The Fed Money Wire is the book entry system used to transfer cash balances between banks for themselves and for customer accounts.

Fed Securities Wire. A computerized communications system that facilitates book entry transfer of securities between banks, brokers and customer accounts, used primarily for settlement of U.S. Treasury and Federal Agency securities.

Fed. See "Federal Reserve System."

Federal Agency Security. A debt instrument issued by one of the Federal Agencies. Federal Agencies are considered second in credit quality and liquidity only to U.S. Treasuries.

Federal Agency. Government sponsored/owned entity created by the U.S. Congress, generally for the purpose of acting as a financial intermediary by borrowing in the marketplace and directing proceeds to specific areas of the economy considered to otherwise have restricted access to credit markets. The largest Federal Agencies are GNMA, FNMA, FHLMC, FHLB, FFCB, SLMA, and TVA.

Federal Deposit Insurance Corporation (FDIC). Federal agency that insures deposits at commercial banks, currently to a limit of \$250,000 per depositor per bank.

Federal Farm Credit Bank (FFCB). One of the large Federal Agencies. A government sponsored enterprise (GSE) system that is a network of cooperatively-owned lending institutions that provides credit services to farmers, agricultural cooperatives and rural utilities. The FFCBs act as financial intermediaries that borrow money in the capital markets and use the proceeds to make loans and provide other assistance to farmers and farm-

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affiliated businesses. Consists of the consolidated operations of the Banks for Cooperatives, Federal Intermediate Credit Banks, and Federal Land Banks. Frequent issuer of discount notes, agency notes and callable agency securities. FFCB debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and agricultural industry. Also issues notes under its “designated note” program.

Federal Funds (Fed Funds). Funds placed in Federal Reserve Banks by depository institutions in excess of current reserve requirements, and frequently loaned or borrowed on an overnight basis between depository institutions.

Federal Funds Rate (Fed Funds Rate). The interest rate charged by a depository institution lending Federal Funds to another depository institution. The Federal Reserve influences this rate by establishing a "target" Fed Funds rate associated with the Fed's management of monetary policy.

Federal Home Loan Bank System (FHLB). One of the large Federal Agencies. A government sponsored enterprise (GSE) system, consisting of wholesale banks (currently twelve district banks) owned by their member banks, which provides correspondent banking services and credit to various financial institutions, financed by the issuance of securities. The principal purpose of the FHLB is to add liquidity to the mortgage markets. Although FHLB does not directly fund mortgages, it provides a stable supply of credit to thrift institutions that make new mortgage loans. FHLB debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and housing market. Frequent issuer of discount notes, agency notes and callable agency securities. Also issues notes under its “global note” and “TAP” programs.

Federal Home Loan Mortgage Corporation (FHLMC or "Freddie Mac"). One of the large Federal Agencies. A government sponsored public corporation (GSE) that provides stability and assistance to the secondary market for home mortgages by purchasing first mortgages and participation interests financed by the sale of debt and guaranteed mortgage backed securities. FHLMC debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and housing market. Frequent issuer of discount notes, agency notes, callable agency securities, and MBS. Also issues notes under its “reference note” program.

Federal National Mortgage Association (FNMA or "Fannie Mae"). One of the large Federal Agencies. A government sponsored public corporation (GSE) that provides liquidity to the residential mortgage market by purchasing mortgage loans from lenders, financed by the issuance of debt securities and MBS (pools of mortgages packaged together as a security). FNMA debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and housing market. Frequent issuer of discount notes, agency notes, callable agency securities and MBS. Also issues notes under its “benchmark note” program.

Federal Reserve Bank. One of the 12 distinct banks of the Federal Reserve System.

Federal Reserve System (the Fed). The independent central bank system of the United States that establishes and conducts the nation's monetary policy. This is accomplished in three major ways: (1) raising or lowering bank reserve requirements, (2) raising or lowering the target Fed Funds Rate and Discount Rate, and (3) in open market operations by buying and selling government securities. The Federal Reserve System is made up of twelve Federal Reserve District Banks, their branches, and many national and state banks throughout the nation. It is headed by the seven member Board of Governors known as the “Federal Reserve Board” and headed by its Chairman.

Financial Industry Regulatory Authority, Inc. (FINRA). A private corporation that acts as a self-regulatory organization (SRO). FINRA is the successor to the National Association of Securities Dealers, Inc. (NASD). Though sometimes mistaken for a government agency, it is a non-governmental organization that performs

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financial regulation of member brokerage firms and exchange markets. The government also has a regulatory arm for investments, the Securities and Exchange Commission (SEC).

Fiscal Agent/Paying Agent. A bank or trust company that acts, under a trust agreement with a corporation or municipality, in the capacity of general treasurer. The agent performs such duties as making coupon payments, paying rents, redeeming bonds, and handling taxes relating to the issuance of bonds.

Fitch Investors Service, Inc. One of several NRSROs that provide credit ratings on corporate and municipal debt issues.

Floating Rate Security (FRN or “floater”). A bond with an interest rate that is adjusted according to changes in an interest rate or index. Differs from variable-rate debt in that the changes to the rate take place immediately when the index changes, rather than on a predetermined schedule. See also “Variable Rate Security.”

Freddie Mac. See "Federal Home Loan Mortgage Corporation."

Ginnie Mae. See "Government National Mortgage Association."

Global Notes: Notes designed to qualify for immediate trading in both the domestic U.S. capital market and in foreign markets around the globe. Usually large issues that are sold to investors worldwide and therefore have excellent liquidity. Despite their global sales, global notes sold in the U.S. are typically denominated in U.S. dollars.

Government National Mortgage Association (GNMA or "Ginnie Mae"). One of the large Federal Agencies. Government-owned Federal Agency that acquires, packages, and resells mortgages and mortgage purchase commitments in the form of mortgage-backed securities. Largest issuer of mortgage pass-through securities. GNMA debt is guaranteed by the full faith and credit of the U.S. government (one of the few agencies that are actually full faith and credit of the U.S. government).

Government Securities. An obligation of the U.S. government, backed by the full faith and credit of the government. These securities are regarded as the highest quality of investment securities available in the U.S. securities market. See "Treasury Bills, Notes, Bonds, and SLGS."

Government Sponsored Enterprise (GSE). Privately owned entity subject to federal regulation and supervision, created by the U.S. Congress to reduce the cost of capital for certain borrowing sectors of the economy such as students, farmers, and homeowners. GSEs carry the implicit backing of the U.S. government, but they are not direct obligations of the U.S. government. For this reason, these securities will offer a yield premium over U.S. Treasuries. Examples of GSEs include: FHLB, FHLMC, FNMA, and SLMA.

Government Sponsored Enterprise Security. A security issued by a Government Sponsored Enterprise. Considered Federal Agency Securities.

Index. A compilation of statistical data that tracks changes in the economy or in financial markets.

Interest-Only (IO) STRIP. A security based solely on the interest payments from the bond. After the principal has been repaid, interest payments stop and the value of the security falls to nothing. Therefore, IOs are considered risky investments. Usually associated with mortgage-backed securities.

Internal Controls. An internal control structure ensures that the assets of the entity are protected from loss, theft, or misuse. The internal control structure is designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that 1) the cost of a control should not exceed the benefits likely to be derived and 2) the valuation of costs and benefits requires estimates and judgments by management. Internal controls should address the following points:

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1. **Control of collusion** - Collusion is a situation where two or more employees are working in conjunction to defraud their employer.
2. **Separation of transaction authority from accounting and record keeping** - A separation of duties is achieved by separating the person who authorizes or performs the transaction from the people who record or otherwise account for the transaction.
3. **Custodial safekeeping** - Securities purchased from any bank or dealer including appropriate collateral (as defined by state law) shall be placed with an independent third party for custodial safekeeping.
4. **Avoidance of physical delivery securities** - Book-entry securities are much easier to transfer and account for since actual delivery of a document never takes place. Delivered securities must be properly safeguarded against loss or destruction. The potential for fraud and loss increases with physically delivered securities.
5. **Clear delegation of authority to subordinate staff members** - Subordinate staff members must have a clear understanding of their authority and responsibilities to avoid improper actions. Clear delegation of authority also preserves the internal control structure that is contingent on the various staff positions and their respective responsibilities.
6. **Written confirmation of transactions for investments and wire transfers** - Due to the potential for error and improprieties arising from telephone and electronic transactions, all transactions should be supported by written communications and approved by the appropriate person. Written communications may be via fax if on letterhead and if the safekeeping institution has a list of authorized signatures.
7. **Development of a wire transfer agreement with the lead bank and third-party custodian** - The designated official should ensure that an agreement will be entered into and will address the following points: controls, security provisions, and responsibilities of each party making and receiving wire transfers.

Inverse Floater. A floating rate security structured in such a way that it reacts inversely to the direction of interest rates. Considered risky as their value moves in the opposite direction of normal fixed-income investments and whose interest rate can fall to zero.

Investment Advisor. A company that provides professional advice managing portfolios, investment recommendations, and/or research in exchange for a management fee.

Investment Adviser Act of 1940. Federal legislation that sets the standards by which investment companies, such as mutual funds, are regulated in the areas of advertising, promotion, performance reporting requirements, and securities valuations.

Investment Grade. Bonds considered suitable for preservation of invested capital, including bonds rated a minimum of Baa3 by Moody's, BBB- by Standard & Poor's, or BBB- by Fitch. Although "BBB" rated bonds are considered investment grade, most public agencies cannot invest in securities rated below "A."

Liquidity. Relative ease of converting an asset into cash without significant loss of value. Also, a relative measure of cash and near-cash items in a portfolio of assets. Additionally, it is a term describing the marketability of a money market security correlating to the narrowness of the spread between the bid and ask prices.

Local Government Investment Pool (LGIP). An investment by local governments in which their money is pooled as a method for managing local funds, (e.g., Florida State Board of Administration's Florida Prime Fund).

Long-Term Core Investment Program. Funds that are not needed within a one-year period.

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Market Value. The fair market value of a security or commodity. The price at which a willing buyer and seller would pay for a security.

Mark-to-market. Adjusting the value of an asset to its market value, reflecting in the process unrealized gains or losses.

Master Repurchase Agreement. A widely accepted standard agreement form published by the Securities Industry and Financial Markets Association (SIFMA) that is used to govern and document Repurchase Agreements and protect the interest of parties in a repo transaction.

Maturity Date. Date on which principal payment of a financial obligation is to be paid.

Medium Term Notes (MTN's). Used frequently to refer to corporate notes of medium maturity (5-years and under). Technically, any debt security issued by a corporate or depository institution with a maturity from 1 to 10 years and issued under an MTN shelf registration. Usually issued in smaller issues with varying coupons and maturities, and underwritten by a variety of broker/dealers (as opposed to large corporate deals issued and underwritten all at once in large size and with a fixed coupon and maturity).

Money Market. The market in which short-term debt instruments (bills, commercial paper, bankers' acceptance, etc.) are issued and traded.

Money Market Mutual Fund (MMF). A type of mutual fund that invests solely in money market instruments, such as: U.S. Treasury bills, commercial paper, bankers' acceptances, and repurchase agreements. Money market mutual funds are registered with the SEC under the Investment Company Act of 1940 and are subject to "rule 2a-7" which significantly limits average maturity and credit quality of holdings. MMF's are managed to maintain a stable net asset value (NAV) of \$1.00. Many MMFs carry ratings by a NRSRO.

Moody's Investors Service. One of several NRSROs that provide credit ratings on corporate and municipal debt issues.

Mortgage Backed Securities (MBS). Mortgage-backed securities represent an ownership interest in a pool of mortgage loans made by financial institutions, such as savings and loans, commercial banks, or mortgage companies, to finance the borrower's purchase of a home or other real estate. The majority of MBS are issued and/or guaranteed by GNMA, FNMA, and FHLMC. There are a variety of MBS structures with varying levels of risk and complexity. All MBS have reinvestment risk as actual principal and interest payments are dependent on the payment of the underlying mortgages which can be prepaid by mortgage holders to refinance and lower rates or simply because the underlying property was sold.

Mortgage Pass-Through Securities. A pool of residential mortgage loans with the monthly interest and principal distributed to investors on a pro-rata basis. The largest issuer is GNMA.

Municipal Note/Bond. A debt instrument issued by a state or local government unit or public agency. The vast majority of municipals are exempt from state and federal income tax, although some non-qualified issues are taxable.

Mutual Fund. Portfolio of securities professionally managed by a registered investment company that issues shares to investors. Many different types of mutual funds exist (e.g., bond, equity, and money market funds); all except money market funds operate on a variable net asset value (NAV).

Negotiable Certificate of Deposit (Negotiable CD). Large denomination CDs (\$100,000 and larger) that are issued in bearer form and can be traded in the secondary market.

Net Asset Value. The market value of one share of an investment company, such as a mutual fund. This figure is calculated by totaling a fund's assets including securities, cash, and any accrued earnings, then subtracting the

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total assets from the fund's liabilities, and dividing this total by the number of shares outstanding. This is calculated once a day based on the closing price for each security in the fund's portfolio. (See below.)

[(Total assets) - (Liabilities)]/(Number of shares outstanding)

NRSRO. A “Nationally Recognized Statistical Rating Organization” (NRSRO) is a designated rating organization that the SEC has deemed a strong national presence in the U.S. NRSROs provide credit ratings on corporate and bank debt issues. Only ratings of a NRSRO may be used for the regulatory purposes of rating. Includes Moody’s, S&P, Fitch, and Duff & Phelps.

Offered Price. See also “Ask Price.”

Open Market Operations. A Federal Reserve monetary policy tactic entailing the purchase or sale of government securities in the open market by the Federal Reserve System from and to primary dealers in order to influence the money supply, credit conditions, and interest rates.

Par Value. The face value, stated value, or maturity value of a security.

Physical Delivery. Delivery of readily available underlying assets at contract maturity.

Portfolio. Collection of securities and investments held by an investor.

Premium. The amount by which a bond or other financial instrument sells above its face value. See also “Discount.”

Primary Dealer. A designation given to certain government securities dealer by the Federal Reserve Bank of New York. Primary dealers can buy and sell government securities directly with the Fed. Primary dealers also submit daily reports of market activity and security positions held to the Fed and are subject to its informal oversight. Primary dealers are the largest buyers and sellers by volume in the U.S. Treasury securities market.

Prime Paper. Commercial paper of high quality. Highest rated paper is A-1+/A-1 by S&P and P-1 by Moody’s.

Principal. Face value of a financial instrument on which interest accrues. May be less than par value if some principal has been repaid or retired. For a transaction, principal is par value times price and includes any premium or discount.

Prudent Expert Rule. Standard that requires that a fiduciary manage a portfolio with the care, skill, prudence, and diligence, under the circumstances then prevailing, that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims. This statement differs from the “prudent person” rule in that familiarity with such matters suggests a higher standard than simple prudence.

Prudent Investor Standard. Standard that requires that when investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency. More stringent than the “prudent person” standard as it implies a level of knowledge commensurate with the responsibility at hand.

Qualified Public Depository - Per Subsection 280.02(26), F.S., “qualified public depository” means any bank, savings bank, or savings association that:

1. Is organized and exists under the laws of the United States, the laws of this state or any other state or territory of the United States.

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2. Has its principal place of business in this state or has a branch office in this state which is authorized under the laws of this state or of the United States to receive deposits in this state.
3. Has deposit insurance under the provision of the Federal Deposit Insurance Act, as amended, 12 U.S.C. ss.1811 et seq.
4. Has procedures and practices for accurate identification, classification, reporting, and collateralization of public deposits.
5. Meets all requirements of Chapter 280, F.S.
6. Has been designated by the Chief Financial Officer as a qualified public depository.

Range Note. A type of structured note that accrues interest daily at a set coupon rate that is tied to an index. Most range notes have two coupon levels; a higher accrual rate for the period the index is within a designated range, the lower accrual rate for the period that the index falls outside the designated range. This lower rate may be zero and may result in zero earnings.

Rate of Return. Amount of income received from an investment, expressed as a percentage of the amount invested.

Realized Gains (Losses). The difference between the sale price of an investment and its book value. Gains/losses are “realized” when the security is actually sold, as compared to “unrealized” gains/losses which are based on current market value. See “Unrealized Gains (Losses).”

Reference Bills: FHLMC’s short-term debt program created to supplement its existing discount note program by offering issues from one month through one year, auctioned on a weekly or on an alternating four-week basis (depending upon maturity) offered in sizeable volumes (\$1 billion and up) on a cycle of regular, standardized issuance. Globally sponsored and distributed, Reference Bill issues are intended to encourage active trading and market-making and facilitate the development of a term repo market. The program was designed to offer predictable supply, pricing transparency, and liquidity, thereby providing alternatives to U.S. Treasury bills. FHLMC’s Reference Bills are unsecured general corporate obligations. This program supplements the corporation’s existing discount note program. Issues under the Reference program constitute the same credit standing as other FHLMC discount notes; they simply add organization and liquidity to the short-term Agency discount note market.

Reference Notes: FHLMC’s intermediate-term debt program with issuances of 2, 3, 5, 10, and 30-year maturities. Initial issuances range from \$2 - \$6 billion with re-openings ranging \$1 - \$4 billion.

The notes are high-quality bullet structures securities that pay interest semiannually. Issues under the Reference program constitute the same credit standing as other FHLMC notes; they simply add organization and liquidity to the intermediate- and long-term Agency market.

Repurchase Agreement (Repo). A short-term investment vehicle where an investor agrees to buy securities from a counterparty and simultaneously agrees to resell the securities back to the counterparty at an agreed upon time and for an agreed upon price. The difference between the purchase price and the sale price represents interest earned on the agreement. In effect, it represents a collateralized loan to the investor, where the securities are the collateral. Can be DVP, where securities are delivered to the investor’s custodial bank, or “tri-party” where the securities are delivered to a third party intermediary. Any type of security can be used as “collateral,” but only some types provide the investor with special bankruptcy protection under the law. Repos should be undertaken only when an appropriate Securities Industry and Financial Markets Association (SIFMA) approved master repurchase agreement is in place.

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Reverse Repurchase Agreement (Reverse Repo). A repo from the point of view of the original seller of securities. Used by dealers to finance their inventory of securities by essentially borrowing at short-term rates. Can also be used to leverage a portfolio and in this sense, can be considered risky if used improperly.

Safekeeping. Service offered for a fee, usually by financial institutions, for the holding of securities and other valuables. Safekeeping is a component of custody services.

Secondary Market. Markets for the purchase and sale of any previously issued financial instrument.

Securities Industry and Financial Markets Association (SIFMA). The bond market trade association representing the largest securities markets in the world. In addition to publishing a Master Repurchase Agreement, widely accepted as the industry standard document for Repurchase Agreements, the SIFMA also recommends bond market closures and early closes due to holidays.

Securities Lending. An arrangement between an investor and a custody bank that allows the custody bank to “loan” the investor’s investment holdings, reinvest the proceeds in permitted investments, and share any profits with the investor. Should be governed by a securities lending agreement. Can increase the risk of a portfolio in that the investor takes on the default risk on the reinvestment at the discretion of the custodian.

Sinking Fund. A separate accumulation of cash or investments (including earnings on investments) in a fund in accordance with the terms of a trust agreement or indenture, funded by periodic deposits by the issuer (or other entity responsible for debt service), for the purpose of assuring timely availability of moneys for payment of debt service. Usually used in connection with term bonds.

Spread. The difference between the price of a security and similar maturity U.S. Treasury investments, expressed in percentage terms or basis points. A spread can also be the absolute difference in yield between two securities. The securities can be in different markets or within the same securities market between different credits, sectors, or other relevant factors.

Standard & Poor's. One of several NRSROs that provide credit ratings on corporate and municipal debt issues.

STRIPS (Separate Trading of Registered Interest and Principal of Securities). Acronym applied to U.S. Treasury securities that have had their coupons and principal repayments separated into individual zero-coupon Treasury securities. The same technique and “strips” description can be applied to non-Treasury securities (e.g., FNMA strips).

Structured Notes. Notes that have imbedded into their structure options such as step-up coupons or derivative-based returns.

Supranational. Supranational organizations are international financial institutions that are generally established by agreements among nations, with member nations contributing capital and participating in management. These agreements provide for limited immunity from the laws of member countries. Bonds issued by these institutions are part of the broader class of Supranational, Sovereign, and Non-U.S. Agency (SSA) sector bonds. Supranational bonds finance economic and infrastructure development and support environmental protection, poverty reduction, and renewable energy around the globe. For example, the World Bank, International Finance Corporation (IFC), and African Development Bank (AfDB) have “green bond” programs specifically designed for energy resource conservation and management. Supranational bonds, which are issued by multi-national organizations that transcend national boundaries. Examples include the World Bank, African Development Bank, and European Investment Bank.

Swap. Trading one asset for another.

TAP Notes: Federal Agency notes issued under the FHLB TAP program. Launched in 6/99 as a refinement to the FHLB bullet bond auction process. In a break from the FHLB’s traditional practice of bringing numerous small issues to market with similar maturities, the TAP Issue Program uses the four most common maturities and

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reopens them up regularly through a competitive auction. These maturities (2, 3, 5, and 10 year) will remain open for the calendar quarter, after which they will be closed and a new series of TAP issues will be opened to replace them. This reduces the number of separate bullet bonds issued, but generates enhanced awareness and liquidity in the marketplace through increased issue size and secondary market volume.

Tennessee Valley Authority (TVA). One of the large Federal Agencies. A wholly owned corporation of the United States government that was established in 1933 to develop the resources of the Tennessee Valley region in order to strengthen the regional and national economy and the national defense. Power operations are separated from non-power operations. TVA securities represent obligations of TVA, payable solely from TVA's net power proceeds, and are neither obligations of nor guaranteed by the United States. TVA is currently authorized to issue debt up to \$30 billion. Under this authorization, TVA may also obtain advances from the U.S. Treasury of up to \$150 million. Frequent issuer of discount notes, agency notes, and callable agency securities.

Total Return. Investment performance measured over a period of time that includes coupon interest, interest on interest, and both realized and unrealized gains or losses. Total return includes, therefore, any market value appreciation/depreciation on investments held at period end.

Treasuries. Collective term used to describe debt instruments backed by the U.S. government and issued through the U.S. Department of the Treasury. Includes Treasury bills, Treasury notes, and Treasury bonds. Also a benchmark term used as a basis by which the yields of non-Treasury securities are compared (e.g., "trading at 50 basis points over Treasuries").

Treasury Bills (T-Bills). Short-term direct obligations of the United States government issued with an original term of one year or less. Treasury bills are sold at a discount from face value and do not pay interest before maturity. The difference between the purchase price of the bill and the maturity value is the interest earned on the bill. Currently, the U.S. Treasury issues 4-week, 13-week, and 26-week T-Bills.

Treasury Bonds. Long-term interest-bearing debt securities backed by the U.S. government and issued with maturities of ten years and longer by the U.S. Department of the Treasury.

Treasury Notes. Intermediate interest-bearing debt securities backed by the U.S. government and issued with maturities ranging from one to ten years by the U.S. Department of the Treasury. The Treasury currently issues 2-year, 3-year, 5-year, and 10-year Treasury Notes.

Trustee. A bank designated by an issuer of securities as the custodian of funds and official representative of bondholders. Trustees are appointed to insure compliance with the bond documents and to represent bondholders in enforcing their contract with the issuer.

Uniform Net Capital Rule. SEC Rule 15c3-1 that outlines the minimum net capital ratio (ratio of indebtedness to net liquid capital) of member firms and non-member broker/dealers.

Unrealized Gains (Losses). The difference between the market value of an investment and its book value. Gains/losses are "realized" when the security is actually sold, as compared to "unrealized" gains/losses which are based on current market value. See also "Realized Gains (Losses)."

Variable-Rate Security. A bond that bears interest at a rate that varies over time based on a specified schedule of adjustment (e.g., daily, weekly, monthly, semi-annually, or annually). See also "Floating Rate Note."

Weighted Average Maturity (or just "Average Maturity"). The average maturity of all securities and investments of a portfolio, determined by multiplying the par or principal value of each security or investment by its maturity (days or years), summing the products, and dividing the sum by the total principal value of the portfolio. A simple measure of risk of a fixed-income portfolio.

Weighted Average Maturity to Call. The average maturity of all securities and investments of a portfolio, adjusted to substitute the first call date per security for maturity date for those securities with call provisions.

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Yield Curve. A graphic depiction of yields on like securities in relation to remaining maturities spread over a time line. The traditional yield curve depicts yields on U.S. Treasuries, although yield curves exist for Federal Agencies and various credit quality corporates as well. Yield curves can be positively sloped (normal) where longer-term investments have higher yields, or “inverted” (uncommon) where longer-term investments have lower yields than shorter ones.

Yield to Call (YTC). Same as “Yield to Maturity,” except the return is measured to the first call date rather than the maturity date. Yield to call can be significantly higher or lower than a security’s yield to maturity.

Yield to Maturity (YTM). Calculated return on an investment, assuming all cash-flows from the security are reinvested at the same original yield. Can be higher or lower than the coupon rate depending on market rates and whether the security was purchased at a premium or discount. There are different conventions for calculating YTM for various types of securities.

Yield. There are numerous methods of yield determination. In this glossary, see also "Current Yield," "Yield Curve," "Yield to Call," and "Yield to Maturity."

Accrued Interest. Interest earned but which has not yet been paid or received.

Agency. See "Federal Agency Securities."

Ask Price. Price at which a broker/dealer offers to sell a security to an investor. Also known as “offered price.”

Asset Backed Securities (ABS). A fixed-income security backed by notes or receivables against assets other than real estate. Generally issued by special purpose companies that “own” the assets and issue the ABS. Examples include securities backed by auto loans, credit card receivables, home equity loans, manufactured housing loans, farm equipment loans and aircraft leases.

Average Life. The average length of time that an issue of serial bonds and/or term bonds with a mandatory sinking fund feature is expected to be outstanding.

Bankers' Acceptance (BA's). A draft or bill of exchange drawn upon and accepted by a bank. Frequently used to finance shipping of international goods. Used as a short-term credit instrument, bankers' acceptances are traded at a discount from face value as a money market instrument in the secondary market on the basis of the credit quality of the guaranteeing bank.

Basis Point. One hundredth of one percent, or 0.01%. Thus 1% equals 100 basis points.

Bearer Security. A security whose ownership is determined by the holder of the physical security. Typically, there is no registration on the issuer’s books. Title to bearer securities is transferred by delivery of the physical security or certificate. Also known as “physical securities.”

Benchmark Bills: In November 1999, FNMA introduced its Benchmark Bills program, a short-term debt securities issuance program to supplement its existing discount note program. The program includes a schedule of larger, weekly issues in three- and six-month maturities and biweekly issues in one-year for Benchmark Bills. Each issue is brought to market via a Dutch (single price) auction. FNMA conducts a weekly auction for each Benchmark Bill maturity and accepts both competitive and non-competitive bids through a web-based auction system. This program is in addition to the variety of other discount note maturities, with rates posted on a daily basis, which FNMA offers. FNMA's Benchmark Bills are unsecured general obligations that are issued in book-entry form through the Federal Reserve Banks. There are no periodic payments of interest on Benchmark Bills, which are sold at a discount from the principal amount and payable at par at maturity. Issues under the Benchmark program constitute the same credit standing as other FNMA discount notes; they simply add organization and liquidity to the short-term Agency discount note market.

Benchmark Notes/Bonds: Benchmark Notes and Bonds are a series of FNMA “bullet” maturities (non-callable) issued according to a pre-announced calendar. Under its Benchmark Notes/Bonds program, 2, 3, 5, 10 and 30-

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year maturities are issued each quarter. Each Benchmark Notes new issue has a minimum size of \$4 billion, 30-year new issues having a minimum size of \$1 billion, with re-openings based on investor demand to further enhance liquidity. The amount of non-callable issuance has allowed FNMA to build a yield curve in Benchmark Notes and Bonds in maturities ranging from 2 to 30 years. The liquidity emanating from these large size issues has facilitated favorable financing opportunities through the development of a liquid overnight and term repo market. Issues under the Benchmark program constitute the same credit standing as other FNMA issues; they simply add organization and liquidity to the intermediate and long-term Agency market.

Benchmark. A market index used as a comparative basis for measuring the performance of an investment portfolio. A performance benchmark should represent a close correlation to investment guidelines, risk tolerance and duration of the actual portfolio's investments.

Bid Price. Price at which a broker/dealer offers to purchase a security from an investor.

Bond Market Association (BMA). The bond market trade association representing the largest securities markets in the world. In addition to publishing a Master Repurchase Agreement, widely accepted as the industry standard document for Repurchase Agreements, the BMA also recommends bond market closures and early closes due to holidays.

Bond. Financial obligation for which the issuer promises to pay the bondholder (the purchaser or owner of the bond) a specified stream of future cash flows, including periodic interest payments and a principal repayment.

Book Entry Securities. Securities that are recorded in a customer's account electronically through one of the financial markets electronic delivery and custody systems, such as the Fed Securities wire, DTC and PTC

(as opposed to bearer or physical securities). The trend is toward a certificate-free society in order to cut down on paperwork and to diminish investors' concerns about the certificates themselves. The vast majority of securities are now book entry securities.

Book Value. The value at which a debt security is reflected on the holder's records at any point in time. Book value is also called "amortized cost" as it represents the original cost of an investment adjusted for amortization of premium or accretion of discount. Also called "carrying value." Book value can vary over time as an investment approaches maturity and differs from "market value" in that it is not affected by changes in market interest rates.

Broker/Dealer. A person or firm transacting securities business with customers. A "broker" acts as an agent between buyers and sellers, and receives a commission for these services. A "dealer" buys and sells financial assets from its own portfolio. A dealer takes risk by owning inventory of securities, whereas a broker merely matches up buyers and sellers. See also "Primary Dealer."

Bullet Notes/Bonds. Notes or bonds that have a single maturity date and are non-callable.

Call Date. Date at which a call option may be or is exercised.

Call Option. The right, but not the obligation, of an issuer of a security to redeem a security at a specified value and at a specified date or dates prior to its stated maturity date. Most fixed-income calls are at par, but can be at any previously established price. Securities issued with a call provision typically carry a higher yield than similar securities issued without a call feature. There are three primary types of call options (1) European – one-time calls, (2) Bermudan – periodically on a predetermined schedule (quarterly, semi-annual, annual), and (3) American – continuously callable at any time on or after the call date. There is usually a notice period of at least 5 business days prior to a call date.

Callable Bonds/Notes. Securities, which contain an imbedded call option giving the issuer, the right to redeem the securities prior to maturity at a predetermined price and time.

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Certificate of Deposit (CD). Bank obligation issued by a financial institution generally offering a fixed rate of return (coupon) for a specified period of time (maturity). Can be as long as 10 years to maturity, but most CDs purchased by public agencies are one year and under.

Collateral. Investment securities or other property that a borrower pledges to secure repayment of a loan, secure deposits of public monies, or provide security for a repurchase agreement.

Collateralization. Process by which a borrower pledges securities, property, or other deposits for securing the repayment of a loan and/or security.

Collateralized Mortgage Obligation (CMO). A security that pools together mortgages and separates them into short, medium, and long-term positions (called tranches). Tranches are set up to pay different rates of interest depending upon their maturity. Interest payments are usually paid monthly. In “plain vanilla” CMOs, principal is not paid on a tranche until all shorter tranches have been paid off. This system provides interest and principal in a more predictable manner. A single pool of mortgages can be carved up into numerous tranches each with its own payment and risk characteristics.

Commercial Paper. Short term unsecured promissory note issued by a company or financial institution. Issued at a discount and matures for par or face value. Usually a maximum maturity of 270 days, and given a short-term debt rating by one or more NRSROs.

Convexity. A measure of a bond's price sensitivity to changing interest rates. A high convexity indicates greater sensitivity of a bond's price to interest rate changes.

Corporate Note. A debt instrument issued by a corporation with a maturity of greater than one year and less than ten years.

Counterparty. The other party in a two party financial transaction. "Counterparty risk" refers to the risk that the other party, to a transaction, will fail in its related obligations. For example, the bank or broker/dealer in a repurchase agreement.

Coupon Rate. Annual rate of interest on a debt security, expressed as a percentage of the bond's face value.

Current Yield. Annual rate of return on a bond based on its price. Calculated as (coupon rate / price), but does not accurately reflect a bond's true yield level.

Custody. Safekeeping services offered by a bank, financial institution or trust company, referred to as the “custodian.” Service normally includes the holding and reporting of the customer's securities, the collection and disbursement of income, securities settlement and market values.

Dealer. A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

Delivery Versus Payment (DVP). Settlement procedure in which securities are delivered versus payment of cash, but only after cash has been received. Most security transactions, including those through the Fed Securities Wire system and DTC, are done DVP as a protection for both the buyer and seller of securities.

Depository Trust Company (DTC). A firm through which members can use a computer to arrange for securities to be delivered to other members without physical delivery of certificates. A member of the Federal Reserve System and owned mostly by the New York Stock Exchange, the Depository Trust Company uses computerized debit and credit entries. Most corporate securities, commercial paper, CDs and BAs clear through DTC.

Derivatives. For hedging purposes, common derivatives are options, futures, swaps and swaptions. All Collateralized Mortgage Obligations (“CMOs”) are derivatives. (1) Financial instruments whose return profile is linked to, or derived from, the movement of one or more underlying index or security, and may include a

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leveraging factor, or (2) financial contracts based upon notional amounts whose value is derived from an underlying index or security (interest rates, foreign exchange rates, equities or commodities).

Derivative Security. Financial instrument created from, or whose value depends upon, one or more underlying assets or indexes of asset values.

Designated Bond. FFCB's regularly issued, liquid, non-callable securities that generally have a 2 or 3 year original maturity. New issues of Designated Bonds are \$1 billion or larger. Re-openings of existing Designated Bond issues are generally a minimum of \$100 million. Designated Bonds are offered through a syndicate of two to six dealers. Twice each month the Funding Corporation announces its intention to issue a new Designated Bond, reopen an existing issue, or to not issue or reopen a Designated Bond. Issues under the Designated Bond program constitute the same credit standing as other FFCB issues; they simply add organization and liquidity to the intermediate and long-term Agency market.

Discount Notes. Unsecured general obligations issued by Federal Agencies at a discount. Discount notes mature at par and can range in maturity from overnight to one year. Very large primary (new issue) and secondary markets.

Discount Rate. Rate charged by the system of Federal Reserve Banks on overnight loans to member banks. Changes to this rate are administered by the Federal Reserve and closely mirror changes to the "fed funds rate."

Discount Securities. Non-interest bearing money market instruments that are issued at discount and redeemed at maturity for full face value. Examples include: U.S. Treasury Bills, Federal Agency Discount Notes, Bankers' Acceptances and Commercial Paper.

Discount. The amount by which a bond or other financial instrument sells below its face value. See also "Premium."

Diversification. Dividing investment funds among a variety of security types, maturities, industries and issuers offering potentially independent returns.

Dollar Price. A bond's cost expressed as a percentage of its face value. For example, a bond quoted at a dollar price of 95 ½, would have a principal cost of \$955 per \$1,000 of face value.

Duff & Phelps. One of several NRSROs that provide credit ratings on corporate and bank debt issues.

Duration. The weighted average maturity of a security's or portfolio's cash flows, where the present values of the cash flows serve as the weights. The greater the duration of a security/portfolio, the greater its percentage price volatility with respect to changes in interest rates. Used as a measure of risk and a key tool for managing a portfolio versus a benchmark and for hedging risk. There are also different kinds of duration used for different purposes (e.g. MacAuley Duration, Modified Duration).

Fannie Mae. See "Federal National Mortgage Association."

Fed Money Wire. A computerized communications system that connects the Federal Reserve System with its member banks, certain U. S. Treasury offices, and the Washington D.C. office of the Commodity Credit Corporation. The Fed Money Wire is the book entry system used to transfer cash balances between banks for themselves and for customer accounts.

Fed Securities Wire. A computerized communications system that facilitates book entry transfer of securities between banks, brokers and customer accounts, used primarily for settlement of U.S. Treasury and Federal Agency securities.

Fed. See "Federal Reserve System."

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Federal Agency Security. A debt instrument issued by one of the Federal Agencies. Federal Agencies are considered second in credit quality and liquidity only to U.S. Treasuries.

Federal Agency. Government sponsored/owned entity created by the U.S. Congress, generally for the purpose of acting as a financial intermediary by borrowing in the marketplace and directing proceeds to specific areas of the economy considered to otherwise have restricted access to credit markets. The largest Federal Agencies are GNMA, FNMA, FHLMC, FHLB, FFCB, SLMA, and TVA.

Federal Deposit Insurance Corporation (FDIC). Federal agency that insures deposits at commercial banks, currently to a limit of \$250,000 per depositor per bank.

Federal Farm Credit Bank (FFCB). One of the large Federal Agencies. A government sponsored enterprise (GSE) system that is a network of cooperatively owned lending institutions that provides credit services to farmers, agricultural cooperatives and rural utilities. The FFCBs act as financial intermediaries that borrow money in the capital markets and use the proceeds to make loans and provide other assistance to farmers and farm-affiliated businesses. Consists of the consolidated operations of the Banks for Cooperatives, Federal Intermediate Credit Banks, and Federal Land Banks. Frequent issuer of discount notes, agency notes and callable agency securities. FFCB debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and agricultural industry. Also issues notes under its “designated note” program.

Federal Funds (Fed Funds). Funds placed in Federal Reserve Banks by depository institutions in excess of current reserve requirements, and frequently loaned or borrowed on an overnight basis between depository institutions.

Federal Funds Rate (Fed Funds Rate). The interest rate charged by a depository institution lending Federal Funds to another depository institution. The Federal Reserve influences this rate by establishing a “target” Fed Funds rate associated with the Fed’s management of monetary policy.

Federal Home Loan Bank System (FHLB). One of the large Federal Agencies. A government sponsored enterprise (GSE) system, consisting of wholesale banks (currently twelve district banks) owned by their member banks, which provides correspondent banking services and credit to various financial institutions, financed by the issuance of securities. The principal purpose of the FHLB is to add liquidity to the mortgage markets. Although FHLB does not directly fund mortgages, it provides a stable supply of credit to thrift institutions that make new mortgage loans. FHLB debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and housing market. Frequent issuer of discount notes, agency notes and callable agency securities. Also issues notes under its “global note” and “TAP” programs.

Federal Home Loan Mortgage Corporation (FHLMC or “Freddie Mac”). One of the large Federal Agencies. A government sponsored public corporation (GSE) that provides stability and assistance to the secondary market for home mortgages by purchasing first mortgages and participation interests financed by the sale of debt and guaranteed mortgage backed securities. FHLMC debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and housing market. Frequent issuer of discount notes, agency notes, callable agency securities and MBS. Also issues notes under its “reference note” program.

Federal National Mortgage Association (FNMA or “Fannie Mae”). One of the large Federal Agencies. A government sponsored public corporation (GSE) that provides liquidity to the residential mortgage market by purchasing mortgage loans from lenders, financed by the issuance of debt securities and MBS (pools of mortgages packaged together as a security). FNMA debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and housing market. Frequent issuer of discount notes, agency notes, callable agency securities and MBS. Also issues notes under its “benchmark note” program.

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Federal Reserve Bank. One of the 12 distinct banks of the Federal Reserve System.

Federal Reserve System (the Fed). The independent central bank system of the United States that establishes and conducts the nation's monetary policy. This is accomplished in three major ways: (1) raising or lowering bank reserve requirements, (2) raising or lowering the target Fed Funds Rate and Discount Rate, and (3) in open market operations by buying and selling government securities. The Federal Reserve System is made up of twelve Federal Reserve District Banks, their branches, and many national and state banks throughout the nation. It is headed by the seven member Board of Governors known as the "Federal Reserve Board" and headed by its Chairman.

Financial Industry Regulatory Authority, Inc (FINRA). is a private corporation that acts as a self-regulatory organization (SRO). FINRA is the successor to the National Association of Securities Dealers, Inc. (NASD). Though sometimes mistaken for a government agency, it is a non-governmental organization that performs financial regulation of member brokerage firms and exchange markets. The government also has a regulatory arm for investments, the Securities and Exchange Commission.

Fiscal Agent/Paying Agent. A bank or trust company that acts, under a trust agreement with a corporation or municipality, in the capacity of general treasurer. The agent performs such duties as making coupon payments, paying rents, redeeming bonds, and handling taxes relating to the issuance of bonds.

Fitch Investors Service, Inc. One of several NRSROs that provide credit ratings on corporate and municipal debt issues.

Floating Rate Security (FRN or "floater"). A bond with an interest rate that is adjusted according to changes in an interest rate or index. Differs from variable-rate debt in that the changes to the rate take place immediately when the index changes, rather than on a predetermined schedule. See also "Variable Rate Security."

Freddie Mac. See "Federal Home Loan Mortgage Corporation".

Ginnie Mae. See "Government National Mortgage Association".

Global Notes: Notes designed to qualify for immediate trading in both the domestic U.S. capital market and in foreign markets around the globe. Usually large issues that are sold to investors worldwide and therefore have excellent liquidity. Despite their global sales, global notes sold in the U.S. are typically denominated in U.S. dollars.

Government National Mortgage Association (GNMA or "Ginnie Mae"). One of the large Federal Agencies. Government-owned Federal Agency that acquires, packages, and resells mortgages and mortgage purchase commitments in the form of mortgage-backed securities. Largest issuer of mortgage pass-through securities. GNMA debt is guaranteed by the full faith and credit of the U.S. government (one of the few agencies that is actually full faith and credit of the U.S.).

Government Securities. An obligation of the U.S. government, backed by the full faith and credit of the government. These securities are regarded as the highest quality of investment securities available in the U.S. securities market. See "Treasury Bills, Notes, Bonds, and SLGS."

Government Sponsored Enterprise (GSE). Privately owned entity subject to federal regulation and supervision, created by the U.S. Congress to reduce the cost of capital for certain borrowing sectors of the economy such as students, farmers, and homeowners. GSEs carry the implicit backing of the U.S. Government, but they are not direct obligations of the U.S. Government. For this reason, these securities will offer a yield premium over U.S. Treasuries. Some consider GSEs to be stealth recipients of corporate welfare. Examples of GSEs include: FHLB, FHLMC, FNMA and SLMA.

Government Sponsored Enterprise Security. A security issued by a Government Sponsored Enterprise. Considered Federal Agency Securities.

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Index. A compilation of statistical data that tracks changes in the economy or in financial markets.

Interest-Only (IO) STRIP. A security based solely on the interest payments from the bond. After the principal has been repaid, interest payments stop and the value of the security falls to nothing. Therefore, IOs are considered risky investments. Usually associated with mortgage-backed securities.

Internal Controls. An internal control structure ensures that the assets of the entity are protected from loss, theft, or misuse. The internal control structure is designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that 1) the cost of a control should not exceed the benefits likely to be derived and 2) the valuation of costs and benefits requires estimates and judgments by management. Internal controls should address the following points:

Control of collusion— Collusion is a situation where two or more employees are working in conjunction to defraud their employer.

Separation of transaction authority from accounting and record keeping— By separating the person who authorizes or performs the transaction from the people who record or otherwise account for the transaction, a separation of duties is achieved.

Custodial safekeeping— Securities purchased from any bank or dealer including appropriate collateral (as defined by state law) shall be placed with an independent third party for custodial safekeeping.

Avoidance of physical delivery securities— Book entry securities are much easier to transfer and account for since actual delivery of a document never takes place. Delivered securities must be properly safeguarded against loss or destruction. The potential for fraud and loss increases with physically delivered securities.

Clear delegation of authority to subordinate staff members— Subordinate staff members must have a clear understanding of their authority and responsibilities to avoid improper actions. Clear delegation of authority also preserves the internal control structure that is contingent on the various staff positions and their respective responsibilities.

Written confirmation of transactions for investments and wire transfers— Due to the potential for error and improprieties arising from telephone and electronic transactions, all transactions should be supported by written communications and approved by the appropriate person. Written communications may be via fax if on letterhead and if the safekeeping institution has a list of authorized signatures.

Development of a wire transfer agreement with the lead bank and third-party custodian— The designated official should ensure that an agreement will be entered into and will address the following points: controls, security provisions, and responsibilities of each party making and receiving wire transfers.

Inverse Floater. A floating rate security structured in such a way that it reacts inversely to the direction of interest rates. Considered risky as their value moves in the opposite direction of normal fixed-income investments and whose interest rate can fall to zero.

Investment Advisor. A company that provides professional advice managing portfolios, investment recommendations and/or research in exchange for a management fee.

Investment Adviser Act of 1940. Federal legislation that sets the standards by which investment companies, such as mutual funds, are regulated in the areas of advertising, promotion, performance reporting requirements, and securities valuations.

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Investment Grade. Bonds considered suitable for preservation of invested capital; bonds rated a minimum of Baa3 by Moody's, BBB- by Standard & Poor's, or BBB- by Fitch. Although "BBB" rated bonds are considered investment grade, most public agencies cannot invest in securities rated below "A."

Liquidity. Relative ease of converting an asset into cash without significant loss of value. Also, a relative measure of cash and near-cash items in a portfolio of assets. Also, a term describing the marketability of a money market security correlating to the narrowness of the spread between the bid and ask prices.

Local Government Investment Pool (LGIP). An investment by local governments in which their money is pooled as a method for managing local funds, (i.e., Florida State Board of Administration's Florida Prime Fund).

Long-Term Core Investment Program. Funds that are not needed within a one-year period.

Market Value. The fair market value of a security or commodity. The price at which a willing buyer and seller would pay for a security.

Mark-to-market. Adjusting the value of an asset to its market value, reflecting in the process unrealized gains or losses.

Master Repurchase Agreement. A widely accepted standard agreement form published by the Bond Market Association (BMA) that is used to govern and document Repurchase Agreements and protect the interest of parties in a repo transaction.

Maturity Date. Date on which principal payment of a financial obligation is to be paid.

Medium-Term Notes (MTN's). Used frequently to refer to corporate notes of medium maturity (5-years and under). Technically, any debt security issued by a corporate or depository institution with a maturity from 1 to 10 years and issued under an MTN shelf registration. Usually issued in smaller issues with varying coupons and maturities, and underwritten by a variety of broker/dealers (as opposed to large corporate deals issued and underwritten all at once in large size and with a fixed coupon and maturity).

Money Market. The market in which short-term debt instruments (bills, commercial paper, bankers' acceptance, etc.) are issued and traded.

Money Market Mutual Fund (MMF). A type of mutual fund that invests solely in money market instruments, such as: U.S. Treasury bills, commercial paper, bankers' acceptances, and repurchase agreements. Money market mutual funds are registered with the SEC under the Investment Company Act of 1940 and are subject "rule 2a-7" which significantly limits average maturity and credit quality of holdings. MMF's are managed to maintain a stable net asset value (NAV) of \$1.00. Many MMFs carry ratings by a NRSRO.

Moody's Investors Service. One of several NRSROs that provide credit ratings on corporate and municipal debt issues.

Mortgage Backed Securities (MBS). Mortgage-backed securities represent an ownership interest in a pool of mortgage loans made by financial institutions, such as savings and loans, commercial banks, or mortgage companies, to finance the borrower's purchase of a home or other real estate. The majority of MBS are issued and/or guaranteed by GNMA, FNMA and FHLMC. There are a variety of MBS structures, some of which can be very risky and complicated. All MBS have reinvestment risk as actual principal and interest payments are dependent on the payment of the underlying mortgages which can be prepaid by mortgage holders to refinance and lower rates or simply because the underlying property was sold.

Mortgage Pass-Through Securities. A pool of residential mortgage loans with the monthly interest and principal distributed to investors on a pro-rata basis. Largest issuer is GNMA.

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Municipal Note/Bond. A debt instrument issued by a state or local government unit or public agency. The vast majority of municipals are exempt from state and federal income tax, although some non-qualified issues are taxable.

Mutual Fund. Portfolio of securities professionally managed by a registered investment company that issues shares to investors. Many different types of mutual funds exist (bond, equity, money fund); all except money market funds operate on a variable net asset value (NAV).

Negotiable Certificate of Deposit (Negotiable CD). Large denomination CDs (\$100,000 and larger) that are issued in bearer form and can be traded in the secondary market.

Net Asset Value. The market value of one share of an investment company, such as a mutual fund. This figure is calculated by totaling a fund's assets which includes securities, cash, and any accrued earnings, subtracting this from the fund's liabilities and dividing this total by the number of shares outstanding. This is calculated once a day based on the closing price for each security in the fund's portfolio. (See below.)

$$[(\text{Total assets}) - (\text{Liabilities})] / (\text{Number of shares outstanding})$$

NRSRO. A "Nationally Recognized Statistical Rating Organization." A designated rating organization that the SEC has deemed a strong national presence in the U.S. NRSROs provide credit ratings on corporate and bank debt issues. Only ratings of a NRSRO may be used for the regulatory purposes of rating. Includes Moody's, S&P, Fitch and Duff & Phelps.

Offered Price. See also "Ask Price."

Open Market Operations. Federal Reserve monetary policy tactic entailing the purchase or sale of government securities in the open market by the Federal Reserve System from and to primary dealers in order to influence the money supply, credit conditions, and interest rates.

Par Value. Face value, stated value or maturity value of a security.

Physical Delivery. Delivery of readily available underlying assets at contract maturity.

Portfolio. Collection of securities and investments held by an investor.

Premium. The amount by which a bond or other financial instrument sells above its face value. See also "Discount."

Primary Dealer. Any of a group of designated government securities dealers designated by to the Federal Reserve Bank of New York. Primary dealers can buy and sell government securities directly with the Fed. Primary dealers also submit daily reports of market activity and security positions held to the Fed and are subject to its informal oversight. Primary dealers are considered the largest players in the U.S. Treasury securities market.

Prime Paper. Commercial paper of high quality. Highest rated paper is A-1+/A-1 by S&P and P-1 by Moody's.

Principal. Face value of a financial instrument on which interest accrues. May be less than par value if some principal has been repaid or retired. For a transaction, principal is par value times price and includes any premium or discount.

Prudent Investor Standard. Standard that requires that when investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain

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the liquidity needs of the agency. More stringent than the “prudent person” standard as it implies a level of knowledge commensurate with the responsibility at hand.

Qualified Public Depository – Per Florida Statute 280, means any bank, saving bank or savings association that:

Is organized and exists under the laws of the United States, the laws of this state or any other state or territory of the United States;

Has its principal place of business in this state or has a branch office in this state which is authorized under the laws of this state or of the United States to receive deposits in this state;

Has deposit insurance under the provision of the Federal Deposit Insurance Act, as amended, 12 U.S.C. ss.1811 seq.;

Meets all requirements of F.S. 280

Has been designed by the Treasurer as a qualified public depository;

Range Note. A type of structured note that accrues interest daily at a set coupon rate that is tied to an index. Most range notes have two coupon levels; a higher accrual rate for the period the index is within a designated range, the lower accrual rate for the period that the index falls outside the designated range. This lower rate may be zero and may result in zero earnings.

Rate of Return. Amount of income received from an investment, expressed as a percentage of the amount invested.

Realized Gains (Losses). The difference between the sale price of an investment and its book value. Gains/losses are “realized” when the security is actually sold, as compared to “unrealized” gains/losses which are based on current market value. See “Unrealized Gains (Losses).”

Reference Bills: FHLMC’s short-term debt program created to supplement its existing discount note program by offering issues from one month through one year, auctioned on a weekly or on an alternating four-week basis (depending upon maturity) offered in sizeable volumes (\$1 billion and up) on a cycle of regular, standardized issuance. Globally sponsored and distributed, Reference Bill issues are intended to encourage active trading and market-making and facilitate the development of a term repo market. The program was designed to offer predictable supply, pricing transparency and liquidity, thereby providing alternatives to U.S. Treasury bills. FHLMC’s Reference Bills are unsecured general corporate obligations. This program supplements the corporation’s existing discount note program. Issues under the Reference program constitute the same credit standing as other FHLMC discount notes; they simply add organization and liquidity to the short-term Agency discount note market.

Reference Notes: FHLMC’s intermediate-term debt program with issuances of 2, 3, 5, 10 and 30-year maturities. Initial issuances range from \$2 – \$6 billion with re-openings ranging \$1 – \$4 billion.

The notes are high-quality bullet structures securities that pay interest semiannually. Issues under the Reference program constitute the same credit standing as other FHLMC notes; they simply add organization and liquidity to the intermediate- and long-term Agency market.

Repurchase Agreement (Repo). A short-term investment vehicle where an investor agrees to buy securities from a counterparty and simultaneously agrees to resell the securities back to the counterparty at an agreed upon time and for an agreed upon price. The difference between the purchase price and the sale price represents interest earned on the agreement. In effect, it represents a collateralized loan to the investor, where the securities are the collateral. Can be DVP, where securities are delivered to the investor’s custodial bank, or “tri-party” where the securities are delivered to a third-party intermediary. Any type of security can be used as “collateral.”

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but only some types provide the investor with special bankruptcy protection under the law. Repos should be undertaken only when an appropriate BMA approved master repurchase agreement is in place.

Reverse Repurchase Agreement (Reverse Repo). A repo from the point of view of the original seller of securities. Used by dealers to finance their inventory of securities by essentially borrowing at short term rates. Can also be used to leverage a portfolio and in this sense, can be considered risky if used improperly.

Safekeeping. Service offered for a fee, usually by financial institutions, for the holding of securities and other valuables. Safekeeping is a component of custody services.

Secondary Market. Markets for the purchase and sale of any previously issued financial instrument.

Securities Lending. An arrangement between an investor and a custody bank that allows the custody bank to "loan" the investor's investment holdings, reinvest the proceeds in permitted investments, and share any profits with the investor. Should be governed by a securities lending agreement. Can increase the risk of a portfolio in that the investor takes on the default risk on the reinvestment at the discretion of the custodian.

Sinking Fund. A separate accumulation of cash or investments (including earnings on investments) in a fund in accordance with the terms of a trust agreement or indenture, funded by periodic deposits by the issuer (or other entity responsible for debt service), for the purpose of assuring timely availability of moneys for payment of debt service. Usually used in connection with term bonds.

Spread. The difference between the price of a security and similar maturity U.S. Treasury investments, expressed in percentage terms or basis points. A spread can also be the absolute difference in yield between two securities. The securities can be in different markets or within the same securities market between different credits, sectors, or other relevant factors.

Standard & Poor's. One of several NRSROs that provide credit ratings on corporate and municipal debt issues.

STRIPS (Separate Trading of Registered Interest and Principal of Securities). Acronym applied to U.S. Treasury securities that have had their coupons and principal repayments separated into individual zero-coupon Treasury securities. The same technique and "strips" description can be applied to non-Treasury securities (e.g. FNMA strips).

Structured Notes. Notes that have imbedded into their structure options such as step-up coupons or derivative-based returns.

Swap. Trading one asset for another.

TAP Notes: Federal Agency notes issued under the FHLB TAP program. Launched in 6/99 as a refinement to the FHLB bullet bond auction process. In a break from the FHLB's traditional practice of bringing numerous small issues to market with similar maturities, the TAP Issue Program uses the four most common maturities and reopens them up regularly through a competitive auction. These maturities (2, 3, 5 and 10 year) will remain open for the calendar quarter, after which they will be closed and a new series of TAP issues will be opened to replace them. This reduces the number of separate bullet bonds issued, but generates enhanced awareness and liquidity in the marketplace through increased issue size and secondary market volume.

Tennessee Valley Authority (TVA). One of the large Federal Agencies. A wholly owned corporation of the United States government that was established in 1933 to develop the resources of the Tennessee Valley region in order to strengthen the regional and national economy and the national defense. Power operations are separated from non-power operations. TVA securities represent obligations of TVA, payable solely from TVA's net power proceeds, and are neither obligations of nor guaranteed by the United States. TVA is currently authorized to issue

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debt up to \$30 billion. Under this authorization, TVA may also obtain advances from the U.S. Treasury of up to \$150 million. Frequent issuer of discount notes, agency notes and callable agency securities.

Total Return. Investment performance measured over a period of time that includes coupon interest, interest on interest, and both realized and unrealized gains or losses. Total return includes, therefore, any market value appreciation/depreciation on investments held at period end.

Treasuries. Collective term used to describe debt instruments backed by the U.S. Government and issued through the U.S. Department of the Treasury. Includes Treasury bills, Treasury notes, and Treasury bonds. Also a benchmark term used as a basis by which the yields of non-Treasury securities are compared (e.g., "trading at 50 basis points over Treasuries").

Treasury Bills (T-Bills). Short term direct obligations of the United States Government issued with an original term of one year or less. Treasury bills are sold at a discount from face value and do not pay interest before maturity. The difference between the purchase price of the bill and the maturity value is the interest earned on the bill. Currently, the U.S. Treasury issues 4-week, 13-week and 26-week T-Bills

Treasury Bonds. Long-term interest-bearing debt securities backed by the U.S. Government and issued with maturities of ten years and longer by the U.S. Department of the Treasury. The Treasury stopped issuing Treasury Bonds in August 2001.

Treasury Notes. Intermediate interest-bearing debt securities backed by the U.S. Government and issued with maturities ranging from one to ten years by the U.S. Department of the Treasury. The Treasury currently issues 2-year, 5-year and 10-year Treasury Notes.

Trustee. A bank designated by an issuer of securities as the custodian of funds and official representative of bondholders. Trustees are appointed to insure compliance with the bond documents and to represent bondholders in enforcing their contract with the issuer.

Uniform Net Capital Rule. SEC regulation 15C3-1 that outlines the minimum net capital ratio (ratio of indebtedness to net liquid capital) of member firms and non-member broker/dealers.

Unrealized Gains (Losses). The difference between the market value of an investment and its book value. Gains/losses are "realized" when the security is actually sold, as compared to "unrealized" gains/losses which are based on current market value. See also "Realized Gains (Losses)."

Variable-Rate Security. A bond that bears interest at a rate that varies over time based on a specified schedule of adjustment (e.g., daily, weekly, monthly, semi-annually or annually). See also "Floating Rate Note."

Weighted Average Maturity (or just "Average Maturity"). The average maturity of all securities and investments of a portfolio, determined by multiplying the par or principal value of each security or investment by its maturity (days or years), summing the products, and dividing the sum by the total principal value of the portfolio. A simple measure of risk of a fixed-income portfolio.

Weighted Average Maturity to Call. The average maturity of all securities and investments of a portfolio, adjusted to substitute the first call date per security for maturity date for those securities with call provisions.

Yield Curve. A graphic depiction of yields on like securities in relation to remaining maturities spread over a time line. The traditional yield curve depicts yields on U.S. Treasuries, although yield curves exist for Federal Agencies and various credit quality corporates as well. Yield curves can be positively sloped (normal) where longer-term investments have higher yields, or "inverted" (uncommon) where longer-term investments have lower yields than shorter ones.

Yield to Call (YTC). Same as "Yield to Maturity," except the return is measured to the first call date rather than the maturity date. Yield to call can be significantly higher or lower than a security's yield to maturity.

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Yield to Maturity (YTM). Calculated return on an investment, assuming all cash flows from the security are reinvested at the same original yield. Can be higher or lower than the coupon rate depending on market rates and whether the security was purchased at a premium or discount. There are different conventions for calculating YTM for various types of securities.

Yield. There are numerous methods of yield determination. In this glossary, see also "Current Yield," "Yield Curve," "Yield to Call" and "Yield to Maturity."**Derivatives**—For hedging purposes, common derivatives are options, futures, swaps and swaptions. All Collateralized Mortgage Obligations ("CMOs") are derivatives. (1) Financial instruments whose return profile is linked to, or derived from, the movement of one or more underlying index or security, and may include a leveraging factor, or (2) financial contracts based upon notional amounts whose value is derived from an underlying index or security (interest rates, foreign exchange rates, equities or commodities).

Derivative Security—Financial instrument created from, or whose value depends upon, one or more underlying assets or indexes of asset values.

Diversification—A process of investing assets among a range of security types by sector, maturity, and quality rating.

Duration—A measure of the timing of the cash flows, such as the interest payments and the principal repayment, to be received from a given fixed-income security. This calculation is based on three variables: term to maturity, coupon rate, and yield to maturity. The duration of a security is a useful indicator of its price volatility for given changes in interest rates.

Federal Home Loan Banks (FHLB)—Government sponsored wholesale banks (currently 12 regional banks) which lend funds and provide correspondent banking services to member commercial banks, thrift institutions, credit unions and insurance companies. The mission of the FHLBs is to liquefy the housing related assets of its members who must purchase stock in their district Bank.

Federal National Mortgage Association (FNMA)—FNMA, like GNMA, was chartered under the Federal National Mortgage Association Act in 1938. FNMA is a federal corporation working under the auspices of the Department of Housing and Urban Development (HUD). It is the largest single provider of residential mortgage funds in the United States. Fannie Mae, as the corporation is called, is a private stockholder-owned corporation. The corporation's purchases include a variety of adjustable mortgages and second loans, in addition to fixed-rate mortgages. FNMA's securities are also highly liquid and are widely accepted. FNMA assumes and guarantees that all security holders will receive timely payment of principal and interest.

Government National Mortgage Association (GNMA OR GINNIE MAE)—Securities influencing the volume of bank credit guaranteed by GNMA and issued by mortgage bankers, commercial banks, savings and loan associations, and other institutions. The security holder is protected by full faith and credit of the U. S. Government. Ginnie Mae securities are backed by the FHA, VA, or FMHM mortgages. The term "passthroughs" is often used to describe Ginnie Maes.

Government Securities—An obligation of the U.S. government, backed by the full faith and credit of the government. These securities are regarded as the highest quality of investment securities available in the U.S. securities market. See "Treasury Bills, Notes, Bonds, and SLGS."

Internal Controls—An internal control structure designed to ensure that the assets of the entity are protected from loss, theft, or misuse. The internal control structure is designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that 1) the cost of a control should not exceed the benefits likely to be derived and 2) the valuation of costs and benefits requires estimates and judgments by management. Internal controls should address the following points:

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Attachment A

Glossary of Cash and Investment Management Terms

~~Control of collusion~~—Collusion is a situation where two or more employees are working in conjunction to defraud their employer.

~~Separation of transaction authority from accounting and record keeping~~—By separating the person who authorizes or performs the transaction from the people who record or otherwise account for the transaction, a separation of duties is achieved.

~~Custodial safekeeping~~—Securities purchased from any bank or dealer including appropriate collateral (as defined by state law) shall be placed with an independent third party for custodial safekeeping.

~~Avoidance of physical delivery securities~~—Book entry securities are much easier to transfer and account for since actual delivery of a document never takes place. Delivered securities must be properly safeguarded against loss or destruction. The potential for fraud and loss increases with physically delivered securities.

~~Clear delegation of authority to subordinate staff members~~—Subordinate staff members must have a clear understanding of their authority and responsibilities to avoid improper actions. Clear delegation of authority also preserves the internal control structure that is contingent on the various staff positions and their respective responsibilities.

~~Written confirmation of transactions for investments and wire transfers~~—Due to the potential for error and improprieties arising from telephone and electronic transactions, all transactions should be supported by written communications and approved by the appropriate person. Written communications may be via fax if on letterhead and if the safekeeping institution has a list of authorized signatures.

~~Development of a wire transfer agreement with the lead bank and third-party custodian~~—The designated official should ensure that an agreement will be entered into and will address the following points: controls, security provisions, and responsibilities of each party making and receiving wire transfers.

~~Investment Company Act of 1940~~—Federal legislation that sets the standards by which investment companies, such as mutual funds, are regulated in the areas of advertising, promotion, performance reporting requirements, and securities valuations.

~~Liquidity~~—An asset that can be converted easily and quickly into cash.

~~Local Government Investment Pool (LGIP)~~—An investment by local governments in which their money is pooled as a method for managing local funds, (i.e., Florida State Board of Administration “SBA”).

~~Long-Term Core Investment Program~~—Funds that are not needed within a one year period.

~~Mark-to-market~~—The process whereby the book value or collateral value of a security is adjusted to reflect its current market value.

~~Market Value~~—Current market price of a security.

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Attachment A Glossary of Cash and Investment Management Terms

Master Repurchase Agreement—A written contract covering all future transactions between parties to repurchase—reverse repurchase agreement that establishes each party's rights in the transactions. A master agreement will often specify, among other things, the right of the buyer-lender to liquidate the underlying securities in the event of default by the seller-borrower.

Maturity—The date on which payment of a financial obligation is due. The final stated maturity is the date on which the issuer must retire a bond and pay the face value to the bondholder. See "Weighted Average Maturity".

Money Market—The market in which short-term debt instruments (bills, commercial paper, bankers' acceptance, etc.) are issued and traded.

Money Market Mutual Fund—Mutual funds that invest solely in money market instruments (short-term debt instruments, such as Treasury bills, commercial paper, bankers' acceptances, repos and federal funds).

National Association of Securities Dealers (NASD)—A self-regulatory organization (SRO) of brokers and dealers in the over-the-counter securities business. Its regulatory mandate includes authority over firms that distribute mutual fund shares as well as other securities.

Net Asset Value—The market value of one share of an investment company, such as a mutual fund. This figure is calculated by totaling a fund's assets which includes securities, cash, and any accrued earnings, subtracting this from the fund's liabilities and dividing this total by the number of shares outstanding. This is calculated once a day based on the closing price for each security in the fund's portfolio. (See below.)

$$[(\text{Total assets}) - (\text{Liabilities})] / (\text{Number of shares outstanding})$$

Par—Face value or principal value of a bond, typically \$1,000 per bond.

Portfolio—Collection of securities held by an investor.

Principal—The face value or par value of a debt instrument. Also may refer to the amount of capital invested in a given security.

Qualified Public Depository—Per Florida Statute 280, means any bank, saving bank or savings association that:

Is organized and exists under the laws of the United States, the laws of this state or any other state or territory of the United States;

Has its principal place of business in this state or has a branch office in this state which is authorized under the laws of this state or of the United States to receive deposits in this state.

(c) Has deposit insurance under the provision of the Federal Deposit Insurance Act, as amended, 12 U.S.C. ss.1811 seq.

Meets all requirements of F.S. 280

Has been designated by the Executive Vice President/Chief Financial Officer of the State of Florida as a qualified public depository.

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Attachment A

Glossary of Cash and Investment Management Terms

Rate of Return—For fixed income securities (bonds and preferred stock), current yield, that is, the coupon or contractual dividend rate divided by the purchase price. For common stock, dividend yield, which is the annual dividend divided by the purchase price.

Repurchase Agreement (repo or RP)—An agreement of one party to sell securities at a specified price to a second party and a simultaneous agreement of the first party to repurchase the securities at a specified price or at a specified later date.

Reverse Repurchase Agreement (Reverse Repo)—An agreement of one party to purchase securities at a specified price from a second party and a simultaneous agreement by the first party to resell the securities at a specified price to the second party on demand or at a specified date.

Safekeeping—Holding of assets (e.g., securities) by a financial institution.

Structured Notes—Notes issued by government sponsored enterprises (FHLB, FNMA, SLMA, etc.) and corporations which have imbedded options (e.g. call features, step-up coupons, floating rate coupons, derivative-based returns) into their debt structure. Their market performance is impacted by fluctuation of interest rates, the volatility of the imbedded options, and shifts in the shape of the yield curve.

Swap—Trading one asset for another.

Total Return—The sum of all investment income plus changes in the capital value of the portfolio. For mutual funds, return on an investment is composed of share price appreciation plus any realized dividends or capital gains. This is calculated by taking the following components during a certain time period: $(\text{Price Appreciation}) + (\text{Dividends paid}) + (\text{Capital gains}) = \text{Total Return}$

Treasury Bills—Short-term U.S. government non-interest bearing debt securities with maturities of no longer than one year and issued in minimum denominations of \$10,000. Auctions of three- and six-month bills are weekly, while auctions of one-year bills are monthly. The yields on these bills are monitored closely in the money markets for signs of interest rate trends.

Treasury Notes—Intermediate U.S. government debt securities with maturities of one to 10 years and issued in denominations ranging from \$1,000 to \$1 million or more.

Treasury Bonds—Long-term U.S. government debt securities with maturities of ten years or longer and issued in minimum denominations of \$1,000. Currently, the longest outstanding maturity for such securities is 30 years.

Weighted Average Maturity (WAM)—The average maturity of all the securities that comprise a portfolio. According to SEC rule 2a-7, the WAM for SEC registered money market mutual funds may not exceed 90 days and no one security may have a maturity that exceeds 397 days.

Yield—The current rate of return on an investment security generally expressed as a percentage of the security's current price.

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Glossary of Cash and Investment Management Terms

Yield Curve—A graph showing the relationship at a single point in time between the available maturities of a security or similar securities with essentially identical credit risk and the yields that can be earned for each of those available maturities. A graphical depiction of the term structure of interest rates at any given point in time. Yield curves may be constructed for different instruments.

Yield-to-call (YTC)—The rate of return an investor earns from a bond assuming the bond is redeemed (called) prior to its nominal maturity date. **Yield Curve**—A graphic representation that depicts the relationship at a given point in time between yields and maturity for bonds that are identical in every way except maturity. A normal yield curve may be alternatively referred to as a positive yield curve.

Yield-to-maturity—The rate of return yielded by a debt security held to maturity when both interest payments and the investor's potential capital gain or loss are included in the calculation of return.

Zero-coupon Securities—Security that is issued at a discount and makes no periodic interest payments. The rate of return consists of a gradual accretion of the principal of the security and is payable at par upon maturity.

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Attachment Appendix B
Investment Pool/Fund Questionnaire

1. A description of eligible investment securities, and a written statement of investment policy and objectives.
2. A description of interest calculations and how it is distributed, and how gains and losses are treated.
3. A description of how the securities are safeguarded (including the settlement processes), and how often the securities are priced and the program audited.
4. A description of who may invest in the program, how often, what size deposit and withdrawal are allowed.
5. A schedule for receiving statements and portfolio listings.
6. Are reserves, retained earnings, etc. utilized by the pool/fund?
7. A fee schedule, and when and how is it assessed.
8. Is the pool/fund eligible for bond proceeds and/or will it accept such proceeds?

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Investment Policy City of Port Orange, Florida



Approved XX XX, -2015REVISED 2010

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ATTACHMENT APPENDIX A: Glossary of Cash and Investment Management Terms
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Investment Policy **City of Port Orange**

I. PURPOSE

The purpose of this policy is to set forth the investment objectives and parameters for the management of the funds of the City of Port Orange, (hereinafter “City”). These policies are designed to ensure the prudent management of public funds, the availability of operating and capital funds when needed, and an investment return competitive with comparable funds and financial market indices.

II. SCOPE

In accordance with Section 218.415, Florida Statutes, this investment policy applies to all cash and investments held or controlled by the City and shall be identified as “general operating funds” or “portfolio” of the City with the exception of the City’s Pension Funds and funds related to the issuance of debt where there are other existing policies or indentures in effect for such funds. Additionally, any future revenues, which have statutory investment requirements conflicting with this Investment Policy and funds held by state agencies (e.g., Department of Revenue), are not subject to the provisions of this policy.

III. INVESTMENT OBJECTIVES

Safety of Principal

The foremost objective of this investment program is the safety of the principal of those funds within the portfolios. Investment transactions shall seek to keep capital losses at a minimum, whether they are from securities defaults or erosion of market value. To attain this objective, diversification is required in order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio.

~~From time to time, securities may be traded for other similar securities to improve yield, maturity or credit risk. For these transactions, a loss may be incurred for accounting purposes to achieve optimal investment return, provided any of the following occurs with respect to the replacement security:~~

~~A. The yield has been increased, or~~

~~B. The maturity has been reduced or lengthened, or~~

~~C. The quality of the investment has been improved.~~

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Maintenance of Liquidity

The portfolios shall be managed in such a manner that funds are available to meet reasonably anticipated cash flow requirements in an orderly manner. Periodical cash flow analyses will be completed in order to ensure that the portfolios are positioned to provide sufficient liquidity.

Return on Investment

The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of least importance compared to the safety and liquidity objectives described above. However, return is attempted through active management where the Investment Advisor utilizes a total return strategy (which includes both realized and unrealized gains and losses in the portfolio). This total return strategy seeks to increase the value of the portfolio through reinvestment of income and capital gains. The core of investments is limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. Despite this, an Investment Advisor may trade to recognize a loss from time to time to achieve a perceived relative value based on its potential to enhance the total return of the portfolio.

~~Investment portfolios shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of least importance compared to the safety and liquidity objectives described above. The core of investments is limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed.~~

IV. DELEGATION OF AUTHORITY

In accordance with the City's Charter, the responsibility for providing oversight and direction in regard to the management of the investment program resides with the City Manager. The management responsibility for all City funds in the investment program and investment transactions is delegated to the City's Finance Director. The Finance Director shall establish written procedures for the operation of the investment portfolio and a system of internal accounting and daily procedures for investment trades and to regulate the activities of employees. The City may employ an Investment Manager to assist in managing some of the City's portfolios. Such Investment Manager must be registered under the Investment Advisers Act of 1940.

V. STANDARDS OF PRUDENCE

The standard of prudence to be used by investment officials shall be the "Prudent Person" standard and shall be applied in the context of managing the overall investment program. Investment officers acting in accordance with written procedures and this investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectation are reported to the City Council in a timely fashion and the liquidity and the sale of securities are carried out in accordance with the terms of this policy. The "Prudent Person" rule states the following:

Investments should be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived from the investment.

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While the standard of prudence to be used by investment officials who are officers or employees is the “Prudent Person” standard, any person or firm hired or retained to invest, monitor, or advise concerning these assets shall be held to the higher standard of “Prudent Expert”. The standard shall be that in investing and reinvesting moneys and in acquiring, retaining, managing, and disposing of investments of these funds, the contractor shall exercise: the judgment, care, skill, prudence, and diligence under the circumstances then prevailing, which persons of prudence, discretion, and intelligence, acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims by diversifying the investments of the funds, so as to minimize the risk, considering the probable income as well as the probable safety of their capital.

VI. ETHICS AND CONFLICTS OF INTEREST

Employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Also, employees involved in the investment process shall disclose to the City Clerk, in accordance with the appropriate state statutes governing conflicts of interest, any material financial interests in financial institutions that conduct business with the City, and they shall further disclose any material personal financial/investment positions that could be related to the performance of the City’s investment program.

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VII. INTERNAL CONTROLS AND INVESTMENT PROCEDURES

The Finance Director shall establish a system of internal controls and operational procedures that are in writing and made a part of the City's operational procedures. The internal controls should be designed to prevent losses of funds, which might arise from fraud, employee error, and misrepresentation, by third parties, or imprudent actions by employees. The written procedures should include reference to safekeeping, repurchase agreements, separation of transaction authority from accounting and record keeping, wire transfer agreements, banking service contracts, collateral/depository agreements, and "delivery vs. payment" procedures. No person may engage in an investment transaction except as authorized under the terms of this policy.

Independent auditors as a normal part of the annual financial audit for the City shall conduct a review of the system of internal controls to ensure compliance with policies and procedures.

VIII. CONTINUING EDUCATION

The Finance Director and appropriate staff shall annually complete a minimum 8 hours of continuing education in subjects or courses of study related to investment practices and products.

IX. AUTHORIZED INVESTMENT INSTITUTIONS AND DEALERS

Authorized City staff ~~and Investment Advisors~~ shall only purchase securities from financial institutions, which are Qualified Institutions by the City or institutions designated as "Primary ~~Securities~~ Dealers" by the Federal Reserve Bank of New York. Authorized City staff ~~and Investment Advisors~~ shall only enter into repurchase agreements with financial institutions that are Qualified Institutions and Primary ~~Securities~~ Dealers as designated by the Federal Reserve Bank of New York. The City's Investment Advisor(s) shall utilize and maintain its own list of approved primary and non-primary securities dealers. The Finance Director and/or ~~the Investment Advisors~~designee shall maintain a list of financial institutions and broker/dealers that are approved for investment purposes and only firms meeting the following requirements will be eligible to serve as Qualified Institutions:

- 1) regional dealers that qualify under Securities and Exchange Commission Rule 15C3-1 (uniform net capital rule);
- 2) Capital of no less than \$10,000,000;
- 3) registered as a dealer under the Securities Exchange Act of 1934;
- 4) member of the Financial Industry Regulatory Authority, Inc. (FINRA)~~National Association of Dealers (NASD)~~;
- 5) registered to sell securities in Florida; and
- 6) the firm and assigned broker have been engaged in the business of effecting transactions in U.S. government and agency obligations for at least five (5) consecutive years.
- 7) Public Depositories qualified by the Treasurer of the State of Florida, in accordance with Chapter 280, Florida Statutes.

All brokers, dealers and other financial institutions deemed to be Qualified Institutions shall be provided with current copies of the City's Investment Policy. A current audited financial statement is required to be on file for each financial institution and broker/dealer with which the City transacts business.

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X. MATURITY AND LIQUIDITY REQUIREMENTS

To the extent possible, an attempt will be made to match investment maturities with known cash needs and anticipated cash flow requirements. Investments of current operating funds should have maturities of no longer than twenty-four (24) months.

Investments of bond reserves, construction funds, and other non-operating funds (“core funds”) shall have a term appropriate to the need for funds and in accordance with debt covenants, but should not exceed ten (10) years.

From time to time the above parameters may require modification in order to meet specific construction draw schedules or other predetermined operating, capital needs or to satisfy debt obligations but in no event shall exceed thirty (30) years.

The maturities of the underlying securities of a repurchase agreement will follow the requirements of the Master Repurchase Agreement.

XI. RISK AND DIVERSIFICATION

Assets held shall be diversified to control risks resulting from over concentration of assets in a specific maturity, issuer, instruments, dealer, or bank through which these instruments are bought and sold. The Finance Director shall determine diversification strategies within the established guidelines.

XII. MASTER REPURCHASE AGREEMENT

The Finance Director will require all approved institutions and dealers transacting repurchase agreements to execute and perform as stated in the Securities Industry and Financial Markets Association (SIFMA) Master Repurchase Agreement. All repurchase agreement transactions will adhere to requirements of the SIFMA Master Repurchase Agreement.

XIII. COMPETITIVE SELECTION OF INVESTMENT INSTRUMENTS

After the Finance Director or the Investment Advisor has determined the approximate maturity date based on cash flow needs and market conditions and has analyzed and selected one or more optimal types of investments, a minimum of three (3) Qualified Institutions and/or Primary Dealers must be contacted and asked to provide bids/offers on securities in questions. Bids will be held in confidence until the bid deemed to best meet the investment objectives is determined and selected.

However, if obtaining bids/offers are not feasible and appropriate, securities may be purchased utilizing the comparison to current market price method on an exception basis. Acceptable current market price providers include, but are not limited to:

- A. ~~Telerate Information System~~Tradeweb
- B. Bloomberg Information Systems
- C. Wall Street Journal or a comparable nationally recognized financial publication providing daily market pricing
- D. Daily market pricing provided by the City’s custodian or their correspondent institutions

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The Finance Director or the Investment Advisor shall utilize the competitive bid process to select the securities to be purchased or sold. Selection by comparison to a current market price, as indicated above, shall only be utilized when, in judgment of the Finance Director or the Investment Advisor, competitive bidding would inhibit the selection process.

Examples of when the City may use this method include:

1. When time constraints due to unusual circumstances preclude the use of the competitive bidding process
2. When no active market exists for the issue being traded due to the age or depth of the issue
3. When a security is unique to a single dealer, for example, a private placement
4. When the transaction involves new issues or issues in the “when issued” market

Overnight sweep investments or repurchase agreements will not be bid, but may be placed with the City’s depository bank relating to the demand account for which the sweep investments or repurchase agreement was purchased.

XIV. AUTHORIZED INVESTMENTS AND PORTFOLIO COMPOSITION

Investments should be made subject to the cash flow needs and such cash flows are subject to revisions as market conditions and the City’s needs change. However, when the invested funds are needed in whole or in part for the purpose originally intended or for more optimal investments, the Finance Director or designee may sell the investment at the then-prevailing market price and place the proceeds into the proper account at the City’s custodian.

The following are the investment requirements and allocation limits on security types, issuers, and maturities as established by the City. The Finance Director or designee shall have the option to further restrict investment percentages from time to time based on market conditions, risk and diversification investment strategies. The percentage allocations requirements for investment types and issuers are calculated based on the original cost of each investment, at the time of purchase. Investments not listed in this policy are prohibited.

The allocation limits and security types do not apply to the investment of debt proceeds. These investments shall be governed by the debt covenant included in the debt instrument.

Permitted Investments

<u>Sector</u>	<u>Sector Maximum (%)</u>	<u>Per Issuer Maximum (%)</u>	<u>Minimum Ratings Requirement¹</u>	<u>Maximum Maturity</u>
<u>U.S. Treasury</u>	<u>100%</u>	<u>100%</u>	<u>N/A</u>	<u>10 Years (5.50 Years avg. life⁴ for GNMA)</u>
<u>GNMA</u>		<u>40%</u>		
<u>Other U.S. Government Guaranteed (e.g. AID, GTC)</u>		<u>10%</u>		
<u>Federal Agency/GSE: FNMA, FHLMC, FHLB, FFCB*</u>	<u>75%</u>	<u>40%³</u>	<u>N/A</u>	<u>10 Years</u>
<u>Federal Agency/GSE other than those above</u>		<u>10%</u>		

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<u>Sector</u>	<u>Sector Maximum (%)</u>	<u>Per Issuer Maximum (%)</u>	<u>Minimum Ratings Requirement¹</u>	<u>Maximum Maturity</u>
<u>Supranationals where U.S. is a shareholder and voting member</u>	<u>25%</u>	<u>10%</u>	<u>Highest ST or Two Highest LT Rating Categories (A-1/P-1, AAA/Aaa, or equivalent)</u>	<u>5.50 Years</u>
<u>Corporates</u>	<u>50%²</u>	<u>5%</u>	<u>Highest ST or Three Highest LT Rating Categories (A-1/P-1, A-/A3 or equivalent)</u>	<u>5.50 Years</u>
<u>Municipals</u>	<u>25%</u>	<u>5%</u>	<u>Highest ST or Three Highest LT Rating Categories (SP-1/MIG 1, A-/A3, or equivalent)</u>	<u>5.50 Years</u>
<u>Agency Mortgage-Backed Securities (MBS)</u>	<u>25%</u>	<u>40%³</u>	<u>N/A</u>	<u>5.50 Years Avg. Life⁴</u>
<u>Asset-Backed Securities (ABS)</u>	<u>25%</u>	<u>5%</u>	<u>Highest ST or LT Rating (A-1+/P-1, AAA/Aaa, or equivalent)</u>	<u>5.50 Years Avg. Life⁴</u>
<u>Non-Negotiable Collateralized Bank Deposits or Savings Accounts</u>	<u>50%</u>	<u>None, if fully collateralized</u>	<u>None, if fully collateralized.</u>	<u>2 Years</u>
<u>Commercial Paper (CP)</u>	<u>50%²</u>	<u>5%</u>	<u>Highest ST Rating Category (A-1/P-1, or equivalent)</u>	<u>270 Days</u>
<u>Bankers' Acceptances (BAs)</u>	<u>10%²</u>	<u>5%</u>	<u>Highest ST Rating Category (A-1/P-1, or equivalent)</u>	<u>180 Days</u>
<u>Repurchase Agreements (Repo or RP)</u>	<u>40%</u>	<u>20%</u>	<u>Counterparty (or if the counterparty is not rated by an NRSRO, then the counterparty's parent) must be rated in the Highest ST Rating Category (A-1/P-1, or equivalent)</u> <u>If the counterparty is a Federal Reserve Bank, no rating is required</u>	<u>1 Year</u>
<u>Money Market Funds (MMFs)</u>	<u>50%</u>	<u>25%</u>	<u>Highest Fund Rating by all NRSROs who rate the fund (AAA-m/Aaa-mf, or equivalent)</u>	<u>N/A</u>
<u>Fixed-Income Mutual Funds & ETFs</u>	<u>20%</u>	<u>10%</u>	<u>N/A</u>	<u>N/A</u>
<u>Intergovernmental Pools (LGIPs)</u>	<u>50%</u>	<u>25%</u>	<u>Highest Fund Quality and Volatility Rating Categories by all NRSROs who rate the LGIP, (AAA-m/AAAF, S1, or equivalent)</u>	<u>N/A</u>
<u>Florida Local Government Surplus Funds Trust Funds ("Florida Prime")</u>	<u>25%</u>	<u>N/A</u>	<u>Highest Fund Rating by all NRSROs who rate the fund (AAA-m/Aaa-mf, or equivalent)</u>	<u>N/A</u>

Notes:

¹ Rating by at least one SEC-registered Nationally Recognized Statistical Rating Organization ("NRSRO"), unless otherwise noted. ST=Short-term; LT=Long-term.

² Maximum allocation to all corporate and bank credit instruments is 50% combined.

³ Maximum exposure to any one Federal agency, including the combined holdings of Agency debt and Agency MBS, is 40%.

⁴ The maturity limit for MBS and ABS is based on the expected average life at time of settlement, measured using Bloomberg or other industry standard methods.

* Federal National Mortgage Association (FNMA); Federal Home Loan Mortgage Corporation (FHLMC); Federal Home Loan Bank or its District banks (FHLB); Federal Farm Credit Bank (FFCB).

- 1) **U.S. Treasury & Government Guaranteed** - U.S. Treasury obligations, and obligations the principal and interest of which are backed or guaranteed by the full faith and credit of the U.S. Government.
- 2) **Federal Agency/GSE** - Debt obligations, participations or other instruments issued or fully guaranteed by any U.S. Federal agency, instrumentality or government-sponsored enterprise (GSE).
- 3) **Supranationals** – U.S. dollar denominated debt obligations of a multilateral organization of governments where U.S. is a shareholder and voting member.

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- 4) **Corporates** – U.S. dollar denominated corporate notes, bonds or other debt obligations issued or guaranteed by a domestic or foreign corporation, financial institution, non-profit, or other entity.
- 5) **Municipals** – Obligations, including both taxable and tax-exempt, issued or guaranteed by any State, territory or possession of the United States, political subdivision, public corporation, authority, agency board, instrumentality or other unit of local government of any State or territory.
- 6) **Agency Mortgage Backed Securities** - Mortgage-backed securities (MBS), backed by residential, multi-family or commercial mortgages, that are issued or fully guaranteed as to principal and interest by a U.S. Federal agency or government sponsored enterprise, including but not limited to pass-throughs, collateralized mortgage obligations (CMOs) and REMICs.
- 7) **Asset-Backed Securities** - Asset-backed securities (ABS) whose underlying collateral consists of loans, leases or receivables, including but not limited to auto loans/leases, credit card receivables, student loans, equipment loans/leases, or home-equity loans.
- 8) **Non-Negotiable Certificate of Deposit and Savings Accounts** - Non-negotiable interest bearing time certificates of deposit, or savings accounts in banks organized under the laws of this state or in national banks organized under the laws of the United States and doing business in this state, provided that any such deposits are secured by the Florida Security for Public Deposits Act, Chapter 280, Florida Statutes.
- 9) **Commercial Paper** – U.S. dollar denominated commercial paper issued or guaranteed by a domestic or foreign corporation, company, financial institution, trust or other entity, including both unsecured debt and asset-backed programs.
- 10) **Bankers' Acceptances** - Bankers' acceptances issued, drawn on, or guaranteed by a U.S. bank or U.S. branch of a foreign bank.
- 11) **Repurchase Agreements** - Repurchase agreements (Repo or RP) that meet the following requirements:
 - a. Must be governed by a written SIFMA Master Repurchase Agreement which specifies securities eligible for purchase and resale, and which provides the unconditional right to liquidate the underlying securities should the Counterparty default or fail to provide full timely repayment.
 - b. Counterparty must be a Federal Reserve Bank, a Primary Dealer as designated by the Federal Reserve Bank of New York, or a nationally chartered commercial bank.
 - c. Securities underlying repurchase agreements must be delivered to a third party custodian under a written custodial agreement and may be of deliverable or tri-party form. Securities must be held in the City's custodial account or in a separate account in the name of the City.
 - d. Acceptable underlying securities include only securities that are direct obligations of, or that are fully guaranteed by, the United States or any agency of the United States, or U.S. Agency-backed mortgage related securities.
 - e. Underlying securities must have an aggregate current market value of at least 102% (or 100% if the counterparty is a Federal Reserve Bank) of the purchase price plus current accrued price differential at the close of each business day.
 - f. Final term of the agreement must be 1 year or less.
- 12) **Money Market Funds** - Shares in open-end and no-load money market mutual funds, provided such funds are registered under the Investment Company Act of 1940 and operate in accordance with Rule 2a-7.

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A thorough investigation of any money market fund is required prior to investing, and on an annual basis. Appendix B is a questionnaire that contains a list of questions, to be answered prior to investing, that cover the major aspects of any investment pool/fund. A current prospectus must be obtained.

- 13) **Fixed-Income Mutual Funds and ETFs** - Shares in open-end and no-load fixed-income mutual funds or exchange-traded funds (ETFs) whose underlying investments would be permitted for purchase under this policy and all its restrictions.
- 14) **Local Government Investment Pools** – State, local government or privately-sponsored investment pools that are authorized pursuant to state law.

A thorough investigation of any intergovernmental investment pool is required prior to investing, and on an annual basis. Appendix B is a questionnaire that contains a list of questions, to be answered prior to investing, that cover the major aspects of any investment pool/fund. A current prospectus must be obtained.

- 15) **The Florida Local Government Surplus Funds Trust Funds (“Florida Prime”)** A thorough investigation of the Florida Prime is required prior to investing, and on an annual basis. Appendix B is a questionnaire that contains a list of questions, to be answered prior to investing, that cover the major aspects of any investment pool/fund. A current prospectus or portfolio report must be obtained.

General Investment and Portfolio Limits

1. **General investment limitations:**
 - a. Investments must be denominated in U.S. dollars and issued for legal sale in U.S. markets.
 - b. Minimum ratings are based on the highest rating by any one Nationally Recognized Statistical Ratings Organization (“NRSRO”), unless otherwise specified.
 - c. All limits and rating requirements apply at time of purchase.
 - d. Should a security fall below the minimum credit rating requirement for purchase, the Investment Advisor will notify the Finance Director.
 - e. The maximum maturity (or average life for MBS/ABS) of any investment is 10 years. Maturity and average life are measured from settlement date. The final maturity date can be based on any mandatory call, put, pre-refunding date, or other mandatory redemption date.
2. **General portfolio limitations:**
 - a. The maximum effective duration of the aggregate portfolio is 3 years.
 - b. Maximum exposure to issuers in any non-U.S. country cannot exceed 10 percent per country.
3. **Investment in the following are permitted, provided they meet all other policy requirements:**
 - a. Callable, step-up callable, called, pre-refunded, puttable and extendable securities, as long as the effective final maturity meets the maturity limits for the sector
 - b. Variable-rate and floating-rate securities
 - c. Subordinated, secured and covered debt, if it meets the ratings requirements for the sector
 - d. Zero coupon issues and strips, excluding agency mortgage-backed Interest-only structures (I/Os)
 - e. Treasury TIPS
4. **The following are NOT PERMITTED investments, unless specifically authorized by statute and with prior approval of the governing body:**
 - a. Trading for speculation
 - b. Derivatives (other than callables and traditional floating or variable-rate instruments)
 - c. Mortgage-backed interest-only structures (I/Os)
 - d. Inverse or leveraged floating-rate and variable-rate instruments

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- e. Currency, equity, index and event-linked notes (e.g. range notes), or other structures that could return less than par at maturity
 - f. Private placements and direct loans, except as may be legally permitted by Rule 144A or commercial paper issued under a 4(2) exemption from registration
 - g. Convertible, high yield, and non-U.S. dollar denominated debt
 - h. Short sales
 - i. Use of leverage
 - j. Futures and options
 - k. Mutual funds, other than fixed-income mutual funds and ETFs, and money market funds
 - l. Equities, commodities, currencies and hard assets
- A. ~~_____~~ The Florida PRIME

1. ~~_____~~ Investment Authorization

~~The Finance Director may invest in the Florida PRIME.~~

2. ~~_____~~ Portfolio Composition

~~A maximum of 25% of available funds may be invested in the Florida PRIME.~~

3. ~~_____~~ The money market Florida PRIME shall be rated “AAAm” by Standard & Poor’s or the equivalent by another Nationally Recognized Statistical Rating Organization (“NRSRO”) rating.

4. ~~_____~~ Due Diligence Requirements

~~_____ A thorough investigation of Florida PRIME or any money market fund is required prior to investing, and on a continual basis. Attachment B is a questionnaire that contains a list of questions, to be answered prior to investing, that cover the major aspects of any investment pool/fund. There shall be a questionnaire developed by the Treasurer that will contain a list of due diligence considerations that deal with the major aspects of any investment pool/fund. A current prospectus must be obtained and/or current pool documents and portfolio reports.~~

~~_____~~ B. ~~_____~~ United States Government Securities

1. ~~_____~~ Purchase Authorization

~~The Finance Director may invest in direct negotiable obligations, or obligations the principal and interest of which are unconditionally guaranteed by the United States Government. Such securities will include, but not be limited to the following:~~

~~Cash Management Bills
Treasury Securities—State and Local Government Series (“SLGS”)
Treasury Bills
Treasury Notes
Treasury Bonds
Treasury Strips~~

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~~2. Portfolio Composition~~

~~A maximum of 100% of available funds may be invested in the United States Government Securities.~~

~~3. Maturity Limitations~~

~~The maximum length to maturity of any direct investment in the United States Government Securities is ten (10) years from the date of purchase.~~

~~C. United States Government Agencies~~

~~1. Purchase Authorization~~

~~The Finance Director may invest in bonds, debentures, notes or callable issued or guaranteed by the United States Governments agencies, provided such obligations are backed by the full faith and credit of the United States Government. Such securities will include, but not be limited to the following:~~

~~Government National Mortgage Association (GNMA)~~

~~-GNMA guaranteed mortgage-backed bonds~~

~~-GNMA guaranteed pass-through obligations~~

~~United States Export—Import Bank~~

~~————Direct obligations or fully guaranteed certificates of beneficial ownership~~

~~Farmer Home Administration~~

~~————Certificates of beneficial ownership~~

~~Federal Financing Bank~~

~~————Discount notes, notes and bonds~~

~~Federal Housing Administration Debentures~~

~~General Services Administration~~

~~United States Maritime Administration Guaranteed~~

~~————Title XI Financing~~

~~New Communities Debentures~~

~~————United States Government guaranteed debentures~~

~~United States Public Housing Notes and Bonds~~

~~————United States Government guaranteed public housing notes and bonds~~

~~United States Department of Housing and Urban Development~~

~~————Project notes and local authority bonds~~

~~2. Portfolio Composition~~

~~A maximum of 75% of available funds may be invested in United States Government agencies.~~

~~3. Limits on Individual Issuers~~

~~A maximum of 50% of available funds may be invested in individual United States Government agencies.~~

~~4. Maturity Limitations~~

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~~The maximum length to maturity for an investment in any United States Government agency security is ten (10) years from the date of purchase.~~

~~D. Federal Instrumentalities (United States Government sSponsored Enterprises (“GSE”) agencies)~~

~~1. Purchase Authorization~~

~~The Finance Director may invest in bonds, debentures or notes which may be subject to call, issued or guaranteed as to principal and interest by United States Government sponsored agencies (Federal Instrumentalities) which are non-full faith and credit agencies limited to the following:~~

~~Federal Farm Credit Bank (FFCB)
Federal Home Loan Bank or its district banks (FHLB)
Federal National Mortgage Association (FNMA)
Federal Home Loan Mortgage Corporation (Freddie Macs)~~

~~2. Portfolio Composition~~

~~A maximum of 80% of available funds may be invested in Federal Instrumentalities. The combined total of available funds invested in Federal Instrumentalities and Mortgage Backed Securities cannot be more than 80%.~~

~~3. Limits on Individual Issuers~~

~~A maximum of 40% of available funds may be invested in any one issuer.~~

~~4. Maturity Limitations~~

~~The maximum length to maturity for an investment in any Federal Instrumentality security is ten (10) years from the date of purchase.~~

Mortgage-Backed Securities (“MBS”)

1. Purchase Authorization

Mortgage-backed securities (“MBS”) which are based on mortgages that are guaranteed by a government agency or GSE for payment of principal and a guarantee of timely payment.

2. Portfolio Composition

A maximum of 20% of available funds may be invested in MBS. The combined total of available funds invested in Federal Instrumentalities and Mortgage Backed Securities cannot be more than 80%.

3. Limits on Individual Issuers

A maximum of 15% of available funds may be invested with any one issuer.

The maximum percentage invested in securities of any one issuer is inclusive of mortgage backed securities of same issuer.

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4. Maturity Limitations

A maximum length to maturity for an investment in any MBS is seven (7) years from the date of purchase.

The maturity of mortgage securities shall be considered the date corresponding to its average life. This date reflects the point at which an investor will have received back half of the original principal (face) amount. The average life may be different from the stated legal maturity included in a security's description.

E.F Interest Bearing Time Deposit or Saving Accounts

1. Purchase Authorization

The Finance Director may invest in non-negotiable interest bearing time certificates of deposit or savings accounts in banks organized under the laws of this state and in national banks organized under the laws of the United States and doing business and situated in the State of Florida. Additionally, the bank shall not be listed with any recognized credit watch information service.

2. Portfolio Composition

A maximum of 25% of available funds may be invested in non-negotiable interest bearing time certificates of deposit.

3. Limits on Individual Issuers

A maximum of 15% of available funds may be deposited with any one issuer.

The maximum maturity on any certificate shall be no greater than one (1) year from the date of purchase.

F.G Repurchase Agreements

1. Purchase Authorization

The Finance Director may invest in repurchase agreements composed of only those investments based on the requirements set forth by the City's Master Repurchase Agreement. All firms are required to sign the Master Repurchase Agreement prior to the execution of a repurchase agreement transaction.

b. A third party custodian with whom the City has a current custodial agreement shall hold the collateral for all repurchase agreements with a term longer than one (1) business day. A clearly marked receipt that shows evidence of ownership must be supplied to the Comptroller and retained.

c. Securities authorized for collateral are negotiable direct obligations of the United States Government, Government Agencies, and Federal Instrumentalities with maturities under five (5) years and must have a market value for the principal and accrued interest of 102 percent of the value and for the term of the repurchase agreement. Immaterial short-term deviations from 102 percent requirement are permissible only upon the approval of the Finance Director.

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2. Portfolio Composition

~~A maximum of 50% of available funds may be invested in repurchase agreements excluding one (1) business day agreements and overnight sweep agreements.~~

3. Limits on Individual Issuers

~~A maximum of 25% of available funds may be invested with any one institution.~~

4. Limits on Maturities

~~The maximum length to maturity of any repurchase agreement is 90 days from the date of purchase.~~

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G.H — Commercial Paper

1. — Purchase Authorization

~~The Finance Director may invest in commercial paper of any United States company that is rated, at the time of purchase, “Prime-1” by Moody’s and “A-1” by Standard & Poor’s (prime commercial paper). Additionally, the company shall not be listed with any recognized credit watch information service.~~

2. — Portfolio Composition

~~A maximum of 30% of available funds may be directly invested in prime commercial paper.~~

3. — Limits on Individual Issuers

~~A maximum of 10% of available funds may be invested with any one issuer.~~

4. — Maturity Limitations

~~The maximum length to maturity for prime commercial paper shall be 270180 days from the date of purchase.~~

H.I — High Grade Corporate Notes

1. — Purchase Authorization

~~The Finance Director may invest in corporate notes issued by corporations organized and operating within the United States or by depository institutions licensed by the United States that have a long term debt rating, at the time of purchase, at a minimum within the single “A” category by any two NRSROs “Aa” by Moody’s and a minimum long term debt rating of “AA” by Standard & Poor’s. Additionally, the company shall not be listed with any recognized credit watch information service.~~

2. — Portfolio Composition

~~A maximum of 15% of available funds may be directly invested in corporate notes.~~

3. — Limits on Individual Issuers

~~A maximum of 5% of available funds may be invested with any one issuer.~~

4. — Maturity Limitations

~~The maximum length to maturity for corporate notes shall be five (5) years3 years from the date of purchase.~~

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I.J — Bankers' acceptances

1. — Purchase Authorization

~~The Finance Director may invest in Bankers' acceptances issued by a domestic bank or a federally chartered domestic office of a foreign bank, which is eligible for purchase by the Federal Reserve System, at the time of purchase, the short-term paper is rated, at a minimum, "P-1" by Moody's Investors Services and "A-1" Standard & Poor's. Additionally, the bank shall not be listed with any recognized credit watch information service.~~

2. — Portfolio Composition

~~A maximum of 30% of available funds may be directly invested in Bankers' acceptances~~

3. — Limits on Individual Issuers

~~A maximum of 10% of available funds may be invested with any one issuer.~~

4. — Maturity Limitations

~~The maximum length to maturity for Bankers' acceptances shall be 180 days from the date of purchase.~~

J.K — State and/or Local Government Taxable and/or Tax Exempt Debt

1. — Purchase Authorization

~~The Finance Director may invest in state and/or local government taxable and/or tax-exempt debt, general obligation and/or revenue bonds, rated at the time of purchase, at a minimum within the single "A" category by any two NRSROs, least "Aa" by Moody's and "AA" by Standard & Poor's for long-term debt, or rated at least "MIG-2" by Moody's and "SP-2" by Standard & Poor's for short-term debt.~~

2. — Portfolio Composition

~~A maximum of 20% of available funds may be invested in taxable and tax-exempt debts.~~

3. — Limits on Individual Issuers

~~A maximum of 5% of available funds may be invested with any one issuer.~~

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34.—Maturity Limitations

~~A maximum length to maturity for an investment in any state or local government debt security is five (5) three (3) years from the date of purchase.~~

KL.—Registered Investment Companies (Mutual Funds)

1.—Investment Authorization

~~The Finance Director may invest in shares in open-end and no-load fixed-income securities mutual funds provided such funds are registered under the Federal Investment Company Act of 1940 and invest in securities permitted by this policy.~~

2.—Portfolio Composition

~~A maximum of 50% of available funds may be invested in mutual funds excluding one (1) business day overnight sweep agreements.~~

3.—Limits of Individual Issuers

~~A maximum of 25% of available funds may be invested with any one mutual fund.~~

4.—Rating Requirements

~~The money market mutual funds shall be rated “AAAm” or better by Standard & Poor’s, or the equivalent by another national rating agency NRSRO.~~

5.—Due Diligence Requirements

~~A thorough investigation of any mutual market fund is required prior to investing, and on a continual basis. Attachment B is a questionnaire that contains a list of questions, to be answered prior to investing, that cover the major aspects of any investment pool/fund. There shall be a questionnaire developed by the Finance Director that will contain a list of due diligence considerations that deal with the major aspects of any investment pool/fund. A current prospectus must be obtained and/or current pool documents and portfolio reports.~~

L.M—Intergovernmental Investment Pool

1.—Investment Authorization

~~The Finance Director may invest in intergovernmental investment pools that are authorized pursuant to the Florida Interlocal Cooperation Act, as provided in Section 163.01, Florida Statutes and provided that said funds contain no derivatives.~~

2.—Portfolio Composition

~~A maximum of 25% of available funds may be invested in intergovernmental investment pools.~~

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3. Rating Requirement

The investment pool shall be rated “AAAm” by Standard & Poor’s or the equivalent by another rating agency NRSRO.

4. Due Diligence Requirements

~~A thorough investigation of any investment pool/fund is required prior to investing, and on a continual basis. Attachment B is a questionnaire that contains a list of questions, to be answered prior to investing, that cover the major aspects of any investment pool/fund. There shall be a questionnaire developed by the Finance Director that will contain a list of questions that covers the major aspects of any investment pool/fund. A current prospectus must be obtained and/or current pool documents and portfolio reports.~~

XIII. DERIVATIVES AND REVERSE REPURCHASE AGREEMENTS

Investment in any derivative products or the use of reverse repurchase agreements requires specific City Council approval prior to their use, unless otherwise specified in Section XII of this Investment Policy. If the City Council approves the use of derivative products, the Finance Director shall develop sufficient understanding of the derivative products and have the expertise to manage them. A “derivative” is defined as a financial instrument the value of which depends on, or is derived from, the value of one or more underlying assets or indices or asset values. If the City Council approves the use of reverse repurchase agreements or other forms of leverage, the investment shall be limited to transactions in which the proceeds are intended to provide liquidity and for which the Finance Director has sufficient resources and expertise to manage them.

XIV. PERFORMANCE MEASUREMENTS

In order to assist in the evaluation of the portfolios’ performance, the City will use performance benchmarks for short-term and long-term portfolios. The use of benchmarks will allow the City to measure its returns against other investors in the same markets.

- A. Investment performance of funds designated as short-term funds and other funds that must maintain a high degree of liquidity will be compared to the S&P Rated GIP Index Government 30-Day Gross of Fees Merrill Lynch 91-Day U.S. Treasury Bill Index yield will be used as a benchmark as compared to the portfolios’ net book value rate of return for current operating funds. Investments of current operating funds should have maturities of no longer than twenty-four (24) months.
- B. Investment performance of funds designated as core funds and other non-operating funds that have a longer-term investment horizon will be compared to the Bank of America Merrill Lynch 1-3 Year U.S. Treasury Note Index and the portfolio’s total rate of return will be compared to this benchmark. ~~to an index comprised of U. S. Treasury or Government securities.~~ The appropriate index will have a duration and asset mix that approximates the portfolios and will be utilized as a benchmark to be compared to the portfolios’ total rate of return. Investments of bond reserves, construction funds, and other non-operating funds (“core funds”) should have a term appropriate to the need for funds and in accordance with debt covenants, but should not exceed ten (10) years.

XVII. REPORTING

The Finance Director and/or Investment Advisor shall provide the City Manager with a “Quarterly Investment Report” that summarizes but not limited to the following:

- A. Recent market conditions, economic developments and anticipated investment conditions.
- B. The investment strategies employed in the most recent quarter.
- C. A description of all securities held in investment portfolios at month-end.
- D. The total rate of return for the quarter and year-to-date versus appropriate benchmarks.
- E. Any areas of policy concern warranting possible revisions to current or planned investment strategies. The market values presented in these reports will be consistent with accounting guidelines in GASB Statement 31.

On an annual basis, the Finance Director shall submit to the City Council a written report on all invested funds. The annual report shall provide all, but not limited to, the following: a complete list of all invested funds, name or type of security in which the funds are invested, the amount invested, the maturity date, earned income, the book value, the market value, the yield on each investment.

The annual report will show performance on both a book value and total rate of return basis and will compare the results to the above-stated performance benchmarks. All investments shall be reported at fair value per GASB Statement 31. Investment reports shall be available to the public.

XVIII. THIRD-PARTY CUSTODIAL AGREEMENTS

Securities, with the exception of certificates of deposits, shall be held with a third party custodian; and all securities purchase by, and all collateral obtained by; the City should be properly designated as an asset of the City. The securities must be held in an account separate and apart from the assets of the financial institution. A third party custodian is defined as any bank depository chartered by the Federal Government, the State of Florida, or any other state or territory of the United States which has a branch or principal place of business in the State of Florida, or by a national association organized and existing under the laws of the United States which is authorized to accept and execute trusts and which is doing business in the State of Florida. Certificates of deposits will be placed in the provider’s safekeeping department for the term of the deposit.

The custodian shall accept transaction instructions only from those persons who have been duly authorized by the City Manager and which authorization has been provided, in writing, to the custodian. No withdrawal of securities, in whole or in part, shall be made from safekeeping, shall be permitted unless by such a duly authorized person.

The custodian shall provide the Finance Director with safekeeping statements that provide detail information on the securities held by the custodian. On a monthly basis, the custodian will also provide reports that list all securities held for the City, the book value of holdings and the market value as of month-end.

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Security transactions between a broker/dealer and the custodian involving the purchase or sale of securities by transfer of money or securities must be made on a “delivery vs. payment” basis, if applicable, to ensure that the custodian will have the security or money, as appropriate, in hand at the conclusion of the transaction. Securities held as collateral shall be held free and clear of any liens.

XVIII. INVESTMENT COMMITTEE

An Investment Committee has been established for the purpose of formulating alternative investment strategies and short-range directions within the guideline herein set forth and for monitoring the performance and structure of the City’s portfolio. The Committee shall include the City Manager, Finance Director, the Accounting and Budget Manager, a Council Member, and may include other members as may be designated by the Finance Director and/or City Manager from time to time. The Investment Committee is a committee of the City Council and therefore the committee meetings will conform to the public meeting requirements as prescribed by Florida Statutes.

A designee of the Finance Director will provide the Committee members with current market information, an updated portfolio listing and analysis, and various pertinent financial data. The Committee or quorum of the committee shall meet as often as deemed necessary, under the given conditions, to review, discuss and affirm or alter the current investment strategy and perform other functions as herein provided.

The Investment Committee activities shall include but not be limited to review and setting investment strategies; review and establishing of written investment procedures; review and approval of bank and other rating agency services; review and approval of source documentation regarding issuers, institutions and dealers, and any other functions as defined herein.

XXVIII. INVESTMENT POLICY ADOPTION

The Investment Policy shall be adopted by City resolution. The Finance Director, Accounting and Budget Manager, and the Investment Committee shall review the policy annually and the City Council shall approve any modification made thereto. Any inconsistencies between the current portfolio and this policy will be considered acceptable as long as corrective measures are completed to adjust the portfolio in accordance with this policy.

APPROVED AND ADOPTED BY THE CITY COUNCIL ON _____

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Attachment Appendix A

Glossary of Cash and Investment Management Terms

The following is a glossary of key investing terms, many of which appear in the City's investment policy. This glossary clarifies the meaning of investment terms generally used in cash and investment management. This glossary has been adapted from the GFOA Sample Investment Policy and the Association of Public Treasurers of the United States and Canada's Model Investment Policy.

Accrued Interest. Interest earned but which has not yet been paid or received.

Agency. See "Federal Agency Securities."

Ask Price. Price at which a broker/dealer offers to sell a security to an investor. Also known as "offered price."

Asset Backed Securities (ABS). A fixed-income security backed by notes or receivables against assets other than real estate. Generally issued by special purpose companies that "own" the assets and issue the ABS. Examples include securities backed by auto loans, credit card receivables, home equity loans, manufactured housing loans, farm equipment loans, and aircraft leases.

Average Life. The average length of time that an issue of serial bonds and/or term bonds with a mandatory sinking fund feature is expected to be outstanding.

Bankers' Acceptance (BA's). A draft or bill of exchange drawn upon and accepted by a bank. Frequently used to finance shipping of international goods. Used as a short-term credit instrument, bankers' acceptances are traded at a discount from face value as a money market instrument in the secondary market on the basis of the credit quality of the guaranteeing bank.

Basis Point. One hundredth of one percent, or 0.01%. Thus 1% equals 100 basis points.

Bearer Security. A security whose ownership is determined by the holder of the physical security. Typically, there is no registration on the issuer's books. Title to bearer securities is transferred by delivery of the physical security or certificate. Also known as "physical securities."

Benchmark Bills: In November 1999, FNMA introduced its Benchmark Bills program, a short-term debt securities issuance program to supplement its existing discount note program. The program includes a schedule of larger, weekly issues in three- and six-month maturities and biweekly issues in one-year for Benchmark Bills. Each issue is brought to market via a Dutch (single price) auction. FNMA conducts a weekly auction for each Benchmark Bill maturity and accepts both competitive and non-competitive bids through a web based auction system. This program is in addition to the variety of other discount note maturities, with rates posted on a daily basis, which FNMA offers. FNMA's Benchmark Bills are unsecured general obligations that are issued in book-entry form through the Federal Reserve Banks. There are no periodic payments of interest on Benchmark Bills, which are sold at a discount from the principal amount and payable at par at maturity. Issues under the Benchmark program constitute the same credit standing as other FNMA discount notes; they simply add organization and liquidity to the short-term Agency discount note market.

Benchmark Notes/Bonds: Benchmark Notes and Bonds are a series of FNMA "bullet" maturities (non-callable) issued according to a pre-announced calendar. Under its Benchmark Notes/Bonds program, 2, 3, 5, 10, and 30-year maturities are issued each quarter. Each Benchmark Notes new issue has a minimum size of \$4 billion, 30-year new issues having a minimum size of \$1 billion, with re-openings based on investor demand to further enhance liquidity. The amount of non-callable issuance has allowed FNMA to build a yield curve in Benchmark Notes and Bonds in maturities ranging from 2 to 30 years. The liquidity emanating from these large size issues has facilitated favorable financing opportunities through the development of a liquid overnight and term repo market. Issues under the Benchmark program constitute the same credit standing as other FNMA issues; they simply add organization and liquidity to the intermediate- and long-term Agency market.

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Benchmark. A market index used as a comparative basis for measuring the performance of an investment portfolio. A performance benchmark should represent a close correlation to investment guidelines, risk tolerance, and duration of the actual portfolio's investments.

Bid Price. Price at which a broker/dealer offers to purchase a security from an investor.

Bond. Financial obligation for which the issuer promises to pay the bondholder (the purchaser or owner of the bond) a specified stream of future cash-flows, including periodic interest payments and a principal repayment.

Book Entry Securities. Securities that are recorded in a customer's account electronically through one of the financial markets electronic delivery and custody systems, such as the Fed Securities wire, DTC, and PTC

(as opposed to bearer or physical securities). The trend is toward a certificate-free society in order to cut down on paperwork and to diminish investors' concerns about the certificates themselves. The vast majority of securities are now book entry securities.

Book Value. The value at which a debt security is reflected on the holder's records at any point in time. Book value is also called "amortized cost" as it represents the original cost of an investment adjusted for amortization of premium or accretion of discount. Also called "carrying value." Book value can vary over time as an investment approaches maturity and differs from "market value" in that it is not affected by changes in market interest rates.

Broker/Dealer. A person or firm transacting securities business with customers. A "broker" acts as an agent between buyers and sellers, and receives a commission for these services. A "dealer" buys and sells financial assets from its own portfolio. A dealer takes risk by owning inventory of securities, whereas a broker merely matches up buyers and sellers. See also "Primary Dealer."

Bullet Notes/Bonds. Notes or bonds that have a single maturity date and are non-callable.

Call Date. Date at which a call option may be or is exercised.

Call Option. The right, but not the obligation, of an issuer of a security to redeem a security at a specified value and at a specified date or dates prior to its stated maturity date. Most fixed-income calls are a par, but can be at any previously established price. Securities issued with a call provision typically carry a higher yield than similar securities issued without a call feature. There are three primary types of call options (1) European - one-time calls, (2) Bermudan - periodically on a predetermined schedule (quarterly, semi-annual, annual), and (3) American - continuously callable at any time on or after the call date. There is usually a notice period of at least 5 business days prior to a call date.

Callable Bonds/Notes. Securities which contain an imbedded call option giving the issuer the right to redeem the securities prior to maturity at a predetermined price and time.

Certificate of Deposit (CD). Bank obligation issued by a financial institution generally offering a fixed rate of return (coupon) for a specified period of time (maturity). Can be as long as 10 years to maturity, but most CDs purchased by public agencies are one year and under.

Collateral. Investment securities or other property that a borrower pledges to secure repayment of a loan, secure deposits of public monies, or provide security for a repurchase agreement.

Collateralization. Process by which a borrower pledges securities, property, or other deposits for securing the repayment of a loan and/or security.

Collateralized Mortgage Obligation (CMO). A security that pools together mortgages and separates them into short, medium, and long-term positions (called tranches). Tranches are set up to pay different rates of interest depending upon their maturity. Interest payments are usually paid monthly. In "plain vanilla" CMOs, principal is not paid on a tranche until all shorter tranches have been paid off. This system provides interest and principal in a

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more predictable manner. A single pool of mortgages can be carved up into numerous tranches each with its own payment and risk characteristics.

Commercial Paper. Short term unsecured promissory note issued by a company or financial institution. Issued at a discount and matures for par or face value. Usually a maximum maturity of 270 days and given a short-term debt rating by one or more NRSROs.

Convexity. A measure of a bond's price sensitivity to changing interest rates. A high convexity indicates greater sensitivity of a bond's price to interest rate changes.

Corporate Note. A debt instrument issued by a corporation with a maturity of greater than one year and less than ten years.

Counterparty. The other party in a two party financial transaction. "Counterparty risk" refers to the risk that the other party to a transaction will fail in its related obligations. For example, the bank or broker/dealer in a repurchase agreement.

Coupon Rate. Annual rate of interest on a debt security, expressed as a percentage of the bond's face value.

Current Yield. Annual rate of return on a bond based on its price. Calculated as (coupon rate / price), but does not accurately reflect a bond's true yield level.

Custody. Safekeeping services offered by a bank, financial institution, or trust company, referred to as the "custodian." Service normally includes the holding and reporting of the customer's securities, the collection and disbursement of income, securities settlement, and market values.

Dealer. A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his/her own account.

Delivery Versus Payment (DVP). Settlement procedure in which securities are delivered versus payment of cash, but only after cash has been received. Most security transactions, including those through the Fed Securities Wire system and DTC, are done DVP as a protection for both the buyer and seller of securities.

Depository Trust Company (DTC). A firm through which members can use a computer to arrange for securities to be delivered to other members without physical delivery of certificates. A member of the Federal Reserve System and owned mostly by the New York Stock Exchange, the Depository Trust Company uses computerized debit and credit entries. Most corporate securities, commercial paper, CDs, and BAs clear through DTC.

Derivatives. (1) Financial instruments whose return profile is linked to, or derived from, the movement of one or more underlying index or security, and may include a leveraging factor, or (2) financial contracts based upon notional amounts whose value is derived from an underlying index or security (interest rates, foreign exchange rates, equities, or commodities). For hedging purposes, common derivatives are options, futures, interest rate swaps, and swaptions.

Derivative Security. Financial instrument created from, or whose value depends upon, one or more underlying assets or indexes of asset values.

Designated Bond. FFCB's regularly issued, liquid, non-callable securities that generally have a 2 or 3 year original maturity. New issues of Designated Bonds are \$1 billion or larger. Re-openings of existing Designated Bond issues are generally a minimum of \$100 million. Designated Bonds are offered through a syndicate of two to six dealers. Twice each month the Funding Corporation announces its intention to issue a new Designated Bond, reopen an existing issue, or to not issue or reopen a Designated Bond. Issues under the Designated Bond program constitute the same credit standing as other FFCB issues; they simply add organization and liquidity to the intermediate- and long-term Agency market.

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Discount Notes. Unsecured general obligations issued by Federal Agencies at a discount. Discount notes mature at par and can range in maturity from overnight to one year. Very large primary (new issue) and secondary markets exist.

Discount Rate. Rate charged by the system of Federal Reserve Banks on overnight loans to member banks. Changes to this rate are administered by the Federal Reserve and closely mirror changes to the “fed funds rate.”

Discount Securities. Non-interest bearing money market instruments that are issued at discount and redeemed at maturity for full face value. Examples include: U.S. Treasury Bills, Federal Agency Discount Notes, Bankers' Acceptances, and Commercial Paper.

Discount. The amount by which a bond or other financial instrument sells below its face value. See also "Premium."

Diversification. Dividing investment funds among a variety of security types, maturities, industries, and issuers offering potentially independent returns.

Dollar Price. A bond's cost expressed as a percentage of its face value. For example, a bond quoted at a dollar price of 95 ½, would have a principal cost of \$955 per \$1,000 of face value.

Duff & Phelps. One of several NRSROs that provide credit ratings on corporate and bank debt issues.

Duration. The weighted average maturity of a security's or portfolio's cash-flows, where the present values of the cash-flows serve as the weights. The greater the duration of a security/portfolio, the greater its percentage price volatility with respect to changes in interest rates. Used as a measure of risk and a key tool for managing a portfolio versus a benchmark and for hedging risk. There are also different kinds of duration used for different purposes (e.g. MacAuley Duration, Modified Duration).

Fannie Mae. See "Federal National Mortgage Association."

Fed Money Wire. A computerized communications system that connects the Federal Reserve System with its member banks, certain U. S. Treasury offices, and the Washington D.C. office of the Commodity Credit Corporation. The Fed Money Wire is the book entry system used to transfer cash balances between banks for themselves and for customer accounts.

Fed Securities Wire. A computerized communications system that facilitates book entry transfer of securities between banks, brokers and customer accounts, used primarily for settlement of U.S. Treasury and Federal Agency securities.

Fed. See "Federal Reserve System."

Federal Agency Security. A debt instrument issued by one of the Federal Agencies. Federal Agencies are considered second in credit quality and liquidity only to U.S. Treasuries.

Federal Agency. Government sponsored/owned entity created by the U.S. Congress, generally for the purpose of acting as a financial intermediary by borrowing in the marketplace and directing proceeds to specific areas of the economy considered to otherwise have restricted access to credit markets. The largest Federal Agencies are GNMA, FNMA, FHLMC, FHLB, FFCB, SLMA, and TVA.

Federal Deposit Insurance Corporation (FDIC). Federal agency that insures deposits at commercial banks, currently to a limit of \$250,000 per depositor per bank.

Federal Farm Credit Bank (FFCB). One of the large Federal Agencies. A government sponsored enterprise (GSE) system that is a network of cooperatively-owned lending institutions that provides credit services to farmers, agricultural cooperatives and rural utilities. The FFCBs act as financial intermediaries that borrow money in the capital markets and use the proceeds to make loans and provide other assistance to farmers and farm-

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affiliated businesses. Consists of the consolidated operations of the Banks for Cooperatives, Federal Intermediate Credit Banks, and Federal Land Banks. Frequent issuer of discount notes, agency notes and callable agency securities. FFCB debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and agricultural industry. Also issues notes under its “designated note” program.

Federal Funds (Fed Funds). Funds placed in Federal Reserve Banks by depository institutions in excess of current reserve requirements, and frequently loaned or borrowed on an overnight basis between depository institutions.

Federal Funds Rate (Fed Funds Rate). The interest rate charged by a depository institution lending Federal Funds to another depository institution. The Federal Reserve influences this rate by establishing a "target" Fed Funds rate associated with the Fed's management of monetary policy.

Federal Home Loan Bank System (FHLB). One of the large Federal Agencies. A government sponsored enterprise (GSE) system, consisting of wholesale banks (currently twelve district banks) owned by their member banks, which provides correspondent banking services and credit to various financial institutions, financed by the issuance of securities. The principal purpose of the FHLB is to add liquidity to the mortgage markets. Although FHLB does not directly fund mortgages, it provides a stable supply of credit to thrift institutions that make new mortgage loans. FHLB debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and housing market. Frequent issuer of discount notes, agency notes and callable agency securities. Also issues notes under its “global note” and “TAP” programs.

Federal Home Loan Mortgage Corporation (FHLMC or "Freddie Mac"). One of the large Federal Agencies. A government sponsored public corporation (GSE) that provides stability and assistance to the secondary market for home mortgages by purchasing first mortgages and participation interests financed by the sale of debt and guaranteed mortgage backed securities. FHLMC debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and housing market. Frequent issuer of discount notes, agency notes, callable agency securities, and MBS. Also issues notes under its “reference note” program.

Federal National Mortgage Association (FNMA or "Fannie Mae"). One of the large Federal Agencies. A government sponsored public corporation (GSE) that provides liquidity to the residential mortgage market by purchasing mortgage loans from lenders, financed by the issuance of debt securities and MBS (pools of mortgages packaged together as a security). FNMA debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and housing market. Frequent issuer of discount notes, agency notes, callable agency securities and MBS. Also issues notes under its “benchmark note” program.

Federal Reserve Bank. One of the 12 distinct banks of the Federal Reserve System.

Federal Reserve System (the Fed). The independent central bank system of the United States that establishes and conducts the nation's monetary policy. This is accomplished in three major ways: (1) raising or lowering bank reserve requirements, (2) raising or lowering the target Fed Funds Rate and Discount Rate, and (3) in open market operations by buying and selling government securities. The Federal Reserve System is made up of twelve Federal Reserve District Banks, their branches, and many national and state banks throughout the nation. It is headed by the seven member Board of Governors known as the “Federal Reserve Board” and headed by its Chairman.

Financial Industry Regulatory Authority, Inc. (FINRA). A private corporation that acts as a self-regulatory organization (SRO). FINRA is the successor to the National Association of Securities Dealers, Inc. (NASD). Though sometimes mistaken for a government agency, it is a non-governmental organization that performs

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financial regulation of member brokerage firms and exchange markets. The government also has a regulatory arm for investments, the Securities and Exchange Commission (SEC).

Fiscal Agent/Paying Agent. A bank or trust company that acts, under a trust agreement with a corporation or municipality, in the capacity of general treasurer. The agent performs such duties as making coupon payments, paying rents, redeeming bonds, and handling taxes relating to the issuance of bonds.

Fitch Investors Service, Inc. One of several NRSROs that provide credit ratings on corporate and municipal debt issues.

Floating Rate Security (FRN or “floater”). A bond with an interest rate that is adjusted according to changes in an interest rate or index. Differs from variable-rate debt in that the changes to the rate take place immediately when the index changes, rather than on a predetermined schedule. See also “Variable Rate Security.”

Freddie Mac. See "Federal Home Loan Mortgage Corporation."

Ginnie Mae. See "Government National Mortgage Association."

Global Notes: Notes designed to qualify for immediate trading in both the domestic U.S. capital market and in foreign markets around the globe. Usually large issues that are sold to investors worldwide and therefore have excellent liquidity. Despite their global sales, global notes sold in the U.S. are typically denominated in U.S. dollars.

Government National Mortgage Association (GNMA or "Ginnie Mae"). One of the large Federal Agencies. Government-owned Federal Agency that acquires, packages, and resells mortgages and mortgage purchase commitments in the form of mortgage-backed securities. Largest issuer of mortgage pass-through securities. GNMA debt is guaranteed by the full faith and credit of the U.S. government (one of the few agencies that are actually full faith and credit of the U.S. government).

Government Securities. An obligation of the U.S. government, backed by the full faith and credit of the government. These securities are regarded as the highest quality of investment securities available in the U.S. securities market. See "Treasury Bills, Notes, Bonds, and SLGS."

Government Sponsored Enterprise (GSE). Privately owned entity subject to federal regulation and supervision, created by the U.S. Congress to reduce the cost of capital for certain borrowing sectors of the economy such as students, farmers, and homeowners. GSEs carry the implicit backing of the U.S. government, but they are not direct obligations of the U.S. government. For this reason, these securities will offer a yield premium over U.S. Treasuries. Examples of GSEs include: FHLB, FHLMC, FNMA, and SLMA.

Government Sponsored Enterprise Security. A security issued by a Government Sponsored Enterprise. Considered Federal Agency Securities.

Index. A compilation of statistical data that tracks changes in the economy or in financial markets.

Interest-Only (IO) STRIP. A security based solely on the interest payments from the bond. After the principal has been repaid, interest payments stop and the value of the security falls to nothing. Therefore, IOs are considered risky investments. Usually associated with mortgage-backed securities.

Internal Controls. An internal control structure ensures that the assets of the entity are protected from loss, theft, or misuse. The internal control structure is designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that 1) the cost of a control should not exceed the benefits likely to be derived and 2) the valuation of costs and benefits requires estimates and judgments by management. Internal controls should address the following points:

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1. **Control of collusion** - Collusion is a situation where two or more employees are working in conjunction to defraud their employer.
2. **Separation of transaction authority from accounting and record keeping** - A separation of duties is achieved by separating the person who authorizes or performs the transaction from the people who record or otherwise account for the transaction.
3. **Custodial safekeeping** - Securities purchased from any bank or dealer including appropriate collateral (as defined by state law) shall be placed with an independent third party for custodial safekeeping.
4. **Avoidance of physical delivery securities** - Book-entry securities are much easier to transfer and account for since actual delivery of a document never takes place. Delivered securities must be properly safeguarded against loss or destruction. The potential for fraud and loss increases with physically delivered securities.
5. **Clear delegation of authority to subordinate staff members** - Subordinate staff members must have a clear understanding of their authority and responsibilities to avoid improper actions. Clear delegation of authority also preserves the internal control structure that is contingent on the various staff positions and their respective responsibilities.
6. **Written confirmation of transactions for investments and wire transfers** - Due to the potential for error and improprieties arising from telephone and electronic transactions, all transactions should be supported by written communications and approved by the appropriate person. Written communications may be via fax if on letterhead and if the safekeeping institution has a list of authorized signatures.
7. **Development of a wire transfer agreement with the lead bank and third-party custodian** - The designated official should ensure that an agreement will be entered into and will address the following points: controls, security provisions, and responsibilities of each party making and receiving wire transfers.

Inverse Floater. A floating rate security structured in such a way that it reacts inversely to the direction of interest rates. Considered risky as their value moves in the opposite direction of normal fixed-income investments and whose interest rate can fall to zero.

Investment Advisor. A company that provides professional advice managing portfolios, investment recommendations, and/or research in exchange for a management fee.

Investment Adviser Act of 1940. Federal legislation that sets the standards by which investment companies, such as mutual funds, are regulated in the areas of advertising, promotion, performance reporting requirements, and securities valuations.

Investment Grade. Bonds considered suitable for preservation of invested capital, including bonds rated a minimum of Baa3 by Moody's, BBB- by Standard & Poor's, or BBB- by Fitch. Although "BBB" rated bonds are considered investment grade, most public agencies cannot invest in securities rated below "A."

Liquidity. Relative ease of converting an asset into cash without significant loss of value. Also, a relative measure of cash and near-cash items in a portfolio of assets. Additionally, it is a term describing the marketability of a money market security correlating to the narrowness of the spread between the bid and ask prices.

Local Government Investment Pool (LGIP). An investment by local governments in which their money is pooled as a method for managing local funds, (e.g., Florida State Board of Administration's Florida Prime Fund).

Long-Term Core Investment Program. Funds that are not needed within a one-year period.

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Market Value. The fair market value of a security or commodity. The price at which a willing buyer and seller would pay for a security.

Mark-to-market. Adjusting the value of an asset to its market value, reflecting in the process unrealized gains or losses.

Master Repurchase Agreement. A widely accepted standard agreement form published by the Securities Industry and Financial Markets Association (SIFMA) that is used to govern and document Repurchase Agreements and protect the interest of parties in a repo transaction.

Maturity Date. Date on which principal payment of a financial obligation is to be paid.

Medium Term Notes (MTN's). Used frequently to refer to corporate notes of medium maturity (5-years and under). Technically, any debt security issued by a corporate or depository institution with a maturity from 1 to 10 years and issued under an MTN shelf registration. Usually issued in smaller issues with varying coupons and maturities, and underwritten by a variety of broker/dealers (as opposed to large corporate deals issued and underwritten all at once in large size and with a fixed coupon and maturity).

Money Market. The market in which short-term debt instruments (bills, commercial paper, bankers' acceptance, etc.) are issued and traded.

Money Market Mutual Fund (MMF). A type of mutual fund that invests solely in money market instruments, such as: U.S. Treasury bills, commercial paper, bankers' acceptances, and repurchase agreements. Money market mutual funds are registered with the SEC under the Investment Company Act of 1940 and are subject to "rule 2a-7" which significantly limits average maturity and credit quality of holdings. MMF's are managed to maintain a stable net asset value (NAV) of \$1.00. Many MMFs carry ratings by a NRSRO.

Moody's Investors Service. One of several NRSROs that provide credit ratings on corporate and municipal debt issues.

Mortgage Backed Securities (MBS). Mortgage-backed securities represent an ownership interest in a pool of mortgage loans made by financial institutions, such as savings and loans, commercial banks, or mortgage companies, to finance the borrower's purchase of a home or other real estate. The majority of MBS are issued and/or guaranteed by GNMA, FNMA, and FHLMC. There are a variety of MBS structures with varying levels of risk and complexity. All MBS have reinvestment risk as actual principal and interest payments are dependent on the payment of the underlying mortgages which can be prepaid by mortgage holders to refinance and lower rates or simply because the underlying property was sold.

Mortgage Pass-Through Securities. A pool of residential mortgage loans with the monthly interest and principal distributed to investors on a pro-rata basis. The largest issuer is GNMA.

Municipal Note/Bond. A debt instrument issued by a state or local government unit or public agency. The vast majority of municipals are exempt from state and federal income tax, although some non-qualified issues are taxable.

Mutual Fund. Portfolio of securities professionally managed by a registered investment company that issues shares to investors. Many different types of mutual funds exist (e.g., bond, equity, and money market funds); all except money market funds operate on a variable net asset value (NAV).

Negotiable Certificate of Deposit (Negotiable CD). Large denomination CDs (\$100,000 and larger) that are issued in bearer form and can be traded in the secondary market.

Net Asset Value. The market value of one share of an investment company, such as a mutual fund. This figure is calculated by totaling a fund's assets including securities, cash, and any accrued earnings, then subtracting the

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total assets from the fund's liabilities, and dividing this total by the number of shares outstanding. This is calculated once a day based on the closing price for each security in the fund's portfolio. (See below.)

[(Total assets) - (Liabilities)]/(Number of shares outstanding)

NRSRO. A “Nationally Recognized Statistical Rating Organization” (NRSRO) is a designated rating organization that the SEC has deemed a strong national presence in the U.S. NRSROs provide credit ratings on corporate and bank debt issues. Only ratings of a NRSRO may be used for the regulatory purposes of rating. Includes Moody’s, S&P, Fitch, and Duff & Phelps.

Offered Price. See also “Ask Price.”

Open Market Operations. A Federal Reserve monetary policy tactic entailing the purchase or sale of government securities in the open market by the Federal Reserve System from and to primary dealers in order to influence the money supply, credit conditions, and interest rates.

Par Value. The face value, stated value, or maturity value of a security.

Physical Delivery. Delivery of readily available underlying assets at contract maturity.

Portfolio. Collection of securities and investments held by an investor.

Premium. The amount by which a bond or other financial instrument sells above its face value. See also “Discount.”

Primary Dealer. A designation given to certain government securities dealer by the Federal Reserve Bank of New York. Primary dealers can buy and sell government securities directly with the Fed. Primary dealers also submit daily reports of market activity and security positions held to the Fed and are subject to its informal oversight. Primary dealers are the largest buyers and sellers by volume in the U.S. Treasury securities market.

Prime Paper. Commercial paper of high quality. Highest rated paper is A-1+/A-1 by S&P and P-1 by Moody’s.

Principal. Face value of a financial instrument on which interest accrues. May be less than par value if some principal has been repaid or retired. For a transaction, principal is par value times price and includes any premium or discount.

Prudent Expert Rule. Standard that requires that a fiduciary manage a portfolio with the care, skill, prudence, and diligence, under the circumstances then prevailing, that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims. This statement differs from the “prudent person” rule in that familiarity with such matters suggests a higher standard than simple prudence.

Prudent Investor Standard. Standard that requires that when investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency. More stringent than the “prudent person” standard as it implies a level of knowledge commensurate with the responsibility at hand.

Qualified Public Depository - Per Subsection 280.02(26), F.S., “qualified public depository” means any bank, savings bank, or savings association that:

1. Is organized and exists under the laws of the United States, the laws of this state or any other state or territory of the United States.

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2. Has its principal place of business in this state or has a branch office in this state which is authorized under the laws of this state or of the United States to receive deposits in this state.
3. Has deposit insurance under the provision of the Federal Deposit Insurance Act, as amended, 12 U.S.C. ss.1811 et seq.
4. Has procedures and practices for accurate identification, classification, reporting, and collateralization of public deposits.
5. Meets all requirements of Chapter 280, F.S.
6. Has been designated by the Chief Financial Officer as a qualified public depository.

Range Note. A type of structured note that accrues interest daily at a set coupon rate that is tied to an index. Most range notes have two coupon levels; a higher accrual rate for the period the index is within a designated range, the lower accrual rate for the period that the index falls outside the designated range. This lower rate may be zero and may result in zero earnings.

Rate of Return. Amount of income received from an investment, expressed as a percentage of the amount invested.

Realized Gains (Losses). The difference between the sale price of an investment and its book value. Gains/losses are “realized” when the security is actually sold, as compared to “unrealized” gains/losses which are based on current market value. See “Unrealized Gains (Losses).”

Reference Bills: FHLMC’s short-term debt program created to supplement its existing discount note program by offering issues from one month through one year, auctioned on a weekly or on an alternating four-week basis (depending upon maturity) offered in sizeable volumes (\$1 billion and up) on a cycle of regular, standardized issuance. Globally sponsored and distributed, Reference Bill issues are intended to encourage active trading and market-making and facilitate the development of a term repo market. The program was designed to offer predictable supply, pricing transparency, and liquidity, thereby providing alternatives to U.S. Treasury bills. FHLMC’s Reference Bills are unsecured general corporate obligations. This program supplements the corporation’s existing discount note program. Issues under the Reference program constitute the same credit standing as other FHLMC discount notes; they simply add organization and liquidity to the short-term Agency discount note market.

Reference Notes: FHLMC’s intermediate-term debt program with issuances of 2, 3, 5, 10, and 30-year maturities. Initial issuances range from \$2 - \$6 billion with re-openings ranging \$1 - \$4 billion.

The notes are high-quality bullet structures securities that pay interest semiannually. Issues under the Reference program constitute the same credit standing as other FHLMC notes; they simply add organization and liquidity to the intermediate- and long-term Agency market.

Repurchase Agreement (Repo). A short-term investment vehicle where an investor agrees to buy securities from a counterparty and simultaneously agrees to resell the securities back to the counterparty at an agreed upon time and for an agreed upon price. The difference between the purchase price and the sale price represents interest earned on the agreement. In effect, it represents a collateralized loan to the investor, where the securities are the collateral. Can be DVP, where securities are delivered to the investor’s custodial bank, or “tri-party” where the securities are delivered to a third party intermediary. Any type of security can be used as “collateral,” but only some types provide the investor with special bankruptcy protection under the law. Repos should be undertaken only when an appropriate Securities Industry and Financial Markets Association (SIFMA) approved master repurchase agreement is in place.

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Reverse Repurchase Agreement (Reverse Repo). A repo from the point of view of the original seller of securities. Used by dealers to finance their inventory of securities by essentially borrowing at short-term rates. Can also be used to leverage a portfolio and in this sense, can be considered risky if used improperly.

Safekeeping. Service offered for a fee, usually by financial institutions, for the holding of securities and other valuables. Safekeeping is a component of custody services.

Secondary Market. Markets for the purchase and sale of any previously issued financial instrument.

Securities Industry and Financial Markets Association (SIFMA). The bond market trade association representing the largest securities markets in the world. In addition to publishing a Master Repurchase Agreement, widely accepted as the industry standard document for Repurchase Agreements, the SIFMA also recommends bond market closures and early closes due to holidays.

Securities Lending. An arrangement between an investor and a custody bank that allows the custody bank to “loan” the investor's investment holdings, reinvest the proceeds in permitted investments, and share any profits with the investor. Should be governed by a securities lending agreement. Can increase the risk of a portfolio in that the investor takes on the default risk on the reinvestment at the discretion of the custodian.

Sinking Fund. A separate accumulation of cash or investments (including earnings on investments) in a fund in accordance with the terms of a trust agreement or indenture, funded by periodic deposits by the issuer (or other entity responsible for debt service), for the purpose of assuring timely availability of moneys for payment of debt service. Usually used in connection with term bonds.

Spread. The difference between the price of a security and similar maturity U.S. Treasury investments, expressed in percentage terms or basis points. A spread can also be the absolute difference in yield between two securities. The securities can be in different markets or within the same securities market between different credits, sectors, or other relevant factors.

Standard & Poor's. One of several NRSROs that provide credit ratings on corporate and municipal debt issues.

STRIPS (Separate Trading of Registered Interest and Principal of Securities). Acronym applied to U.S. Treasury securities that have had their coupons and principal repayments separated into individual zero-coupon Treasury securities. The same technique and “strips” description can be applied to non-Treasury securities (e.g., FNMA strips).

Structured Notes. Notes that have imbedded into their structure options such as step-up coupons or derivative-based returns.

Supranational. Supranational organizations are international financial institutions that are generally established by agreements among nations, with member nations contributing capital and participating in management. These agreements provide for limited immunity from the laws of member countries. Bonds issued by these institutions are part of the broader class of Supranational, Sovereign, and Non-U.S. Agency (SSA) sector bonds. Supranational bonds finance economic and infrastructure development and support environmental protection, poverty reduction, and renewable energy around the globe. For example, the World Bank, International Finance Corporation (IFC), and African Development Bank (AfDB) have “green bond” programs specifically designed for energy resource conservation and management. Supranational bonds, which are issued by multi-national organizations that transcend national boundaries. Examples include the World Bank, African Development Bank, and European Investment Bank.

Swap. Trading one asset for another.

TAP Notes: Federal Agency notes issued under the FHLB TAP program. Launched in 6/99 as a refinement to the FHLB bullet bond auction process. In a break from the FHLB's traditional practice of bringing numerous small issues to market with similar maturities, the TAP Issue Program uses the four most common maturities and

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reopens them up regularly through a competitive auction. These maturities (2, 3, 5, and 10 year) will remain open for the calendar quarter, after which they will be closed and a new series of TAP issues will be opened to replace them. This reduces the number of separate bullet bonds issued, but generates enhanced awareness and liquidity in the marketplace through increased issue size and secondary market volume.

Tennessee Valley Authority (TVA). One of the large Federal Agencies. A wholly owned corporation of the United States government that was established in 1933 to develop the resources of the Tennessee Valley region in order to strengthen the regional and national economy and the national defense. Power operations are separated from non-power operations. TVA securities represent obligations of TVA, payable solely from TVA's net power proceeds, and are neither obligations of nor guaranteed by the United States. TVA is currently authorized to issue debt up to \$30 billion. Under this authorization, TVA may also obtain advances from the U.S. Treasury of up to \$150 million. Frequent issuer of discount notes, agency notes, and callable agency securities.

Total Return. Investment performance measured over a period of time that includes coupon interest, interest on interest, and both realized and unrealized gains or losses. Total return includes, therefore, any market value appreciation/depreciation on investments held at period end.

Treasuries. Collective term used to describe debt instruments backed by the U.S. government and issued through the U.S. Department of the Treasury. Includes Treasury bills, Treasury notes, and Treasury bonds. Also a benchmark term used as a basis by which the yields of non-Treasury securities are compared (e.g., "trading at 50 basis points over Treasuries").

Treasury Bills (T-Bills). Short-term direct obligations of the United States government issued with an original term of one year or less. Treasury bills are sold at a discount from face value and do not pay interest before maturity. The difference between the purchase price of the bill and the maturity value is the interest earned on the bill. Currently, the U.S. Treasury issues 4-week, 13-week, and 26-week T-Bills.

Treasury Bonds. Long-term interest-bearing debt securities backed by the U.S. government and issued with maturities of ten years and longer by the U.S. Department of the Treasury.

Treasury Notes. Intermediate interest-bearing debt securities backed by the U.S. government and issued with maturities ranging from one to ten years by the U.S. Department of the Treasury. The Treasury currently issues 2-year, 3-year, 5-year, and 10-year Treasury Notes.

Trustee. A bank designated by an issuer of securities as the custodian of funds and official representative of bondholders. Trustees are appointed to insure compliance with the bond documents and to represent bondholders in enforcing their contract with the issuer.

Uniform Net Capital Rule. SEC Rule 15c3-1 that outlines the minimum net capital ratio (ratio of indebtedness to net liquid capital) of member firms and non-member broker/dealers.

Unrealized Gains (Losses). The difference between the market value of an investment and its book value. Gains/losses are "realized" when the security is actually sold, as compared to "unrealized" gains/losses which are based on current market value. See also "Realized Gains (Losses)."

Variable-Rate Security. A bond that bears interest at a rate that varies over time based on a specified schedule of adjustment (e.g., daily, weekly, monthly, semi-annually, or annually). See also "Floating Rate Note."

Weighted Average Maturity (or just "Average Maturity"). The average maturity of all securities and investments of a portfolio, determined by multiplying the par or principal value of each security or investment by its maturity (days or years), summing the products, and dividing the sum by the total principal value of the portfolio. A simple measure of risk of a fixed-income portfolio.

Weighted Average Maturity to Call. The average maturity of all securities and investments of a portfolio, adjusted to substitute the first call date per security for maturity date for those securities with call provisions.

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Yield Curve. A graphic depiction of yields on like securities in relation to remaining maturities spread over a time line. The traditional yield curve depicts yields on U.S. Treasuries, although yield curves exist for Federal Agencies and various credit quality corporates as well. Yield curves can be positively sloped (normal) where longer-term investments have higher yields, or “inverted” (uncommon) where longer-term investments have lower yields than shorter ones.

Yield to Call (YTC). Same as “Yield to Maturity,” except the return is measured to the first call date rather than the maturity date. Yield to call can be significantly higher or lower than a security’s yield to maturity.

Yield to Maturity (YTM). Calculated return on an investment, assuming all cash-flows from the security are reinvested at the same original yield. Can be higher or lower than the coupon rate depending on market rates and whether the security was purchased at a premium or discount. There are different conventions for calculating YTM for various types of securities.

Yield. There are numerous methods of yield determination. In this glossary, see also "Current Yield," "Yield Curve," "Yield to Call," and "Yield to Maturity."

Accrued Interest. Interest earned but which has not yet been paid or received.

Agency. See "Federal Agency Securities."

Ask Price. Price at which a broker/dealer offers to sell a security to an investor. Also known as “offered price.”

Asset Backed Securities (ABS). A fixed-income security backed by notes or receivables against assets other than real estate. Generally issued by special purpose companies that “own” the assets and issue the ABS. Examples include securities backed by auto loans, credit card receivables, home equity loans, manufactured housing loans, farm equipment loans and aircraft leases.

Average Life. The average length of time that an issue of serial bonds and/or term bonds with a mandatory sinking fund feature is expected to be outstanding.

Bankers' Acceptance (BA's). A draft or bill of exchange drawn upon and accepted by a bank. Frequently used to finance shipping of international goods. Used as a short-term credit instrument, bankers' acceptances are traded at a discount from face value as a money market instrument in the secondary market on the basis of the credit quality of the guaranteeing bank.

Basis Point. One hundredth of one percent, or 0.01%. Thus 1% equals 100 basis points.

Bearer Security. A security whose ownership is determined by the holder of the physical security. Typically, there is no registration on the issuer’s books. Title to bearer securities is transferred by delivery of the physical security or certificate. Also known as “physical securities.”

Benchmark Bills: In November 1999, FNMA introduced its Benchmark Bills program, a short-term debt securities issuance program to supplement its existing discount note program. The program includes a schedule of larger, weekly issues in three- and six-month maturities and biweekly issues in one-year for Benchmark Bills. Each issue is brought to market via a Dutch (single price) auction. FNMA conducts a weekly auction for each Benchmark Bill maturity and accepts both competitive and non-competitive bids through a web-based auction system. This program is in addition to the variety of other discount note maturities, with rates posted on a daily basis, which FNMA offers. FNMA's Benchmark Bills are unsecured general obligations that are issued in book-entry form through the Federal Reserve Banks. There are no periodic payments of interest on Benchmark Bills, which are sold at a discount from the principal amount and payable at par at maturity. Issues under the Benchmark program constitute the same credit standing as other FNMA discount notes; they simply add organization and liquidity to the short-term Agency discount note market.

Benchmark Notes/Bonds: Benchmark Notes and Bonds are a series of FNMA “bullet” maturities (non-callable) issued according to a pre-announced calendar. Under its Benchmark Notes/Bonds program, 2, 3, 5, 10 and 30-

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year maturities are issued each quarter. Each Benchmark Notes new issue has a minimum size of \$4 billion, 30-year new issues having a minimum size of \$1 billion, with re-openings based on investor demand to further enhance liquidity. The amount of non-callable issuance has allowed FNMA to build a yield curve in Benchmark Notes and Bonds in maturities ranging from 2 to 30 years. The liquidity emanating from these large size issues has facilitated favorable financing opportunities through the development of a liquid overnight and term repo market. Issues under the Benchmark program constitute the same credit standing as other FNMA issues; they simply add organization and liquidity to the intermediate and long-term Agency market.

Benchmark. A market index used as a comparative basis for measuring the performance of an investment portfolio. A performance benchmark should represent a close correlation to investment guidelines, risk tolerance and duration of the actual portfolio's investments.

Bid Price. Price at which a broker/dealer offers to purchase a security from an investor.

Bond Market Association (BMA). The bond market trade association representing the largest securities markets in the world. In addition to publishing a Master Repurchase Agreement, widely accepted as the industry standard document for Repurchase Agreements, the BMA also recommends bond market closures and early closes due to holidays.

Bond. Financial obligation for which the issuer promises to pay the bondholder (the purchaser or owner of the bond) a specified stream of future cash flows, including periodic interest payments and a principal repayment.

Book Entry Securities. Securities that are recorded in a customer's account electronically through one of the financial markets electronic delivery and custody systems, such as the Fed Securities wire, DTC and PTC

(as opposed to bearer or physical securities). The trend is toward a certificate-free society in order to cut down on paperwork and to diminish investors' concerns about the certificates themselves. The vast majority of securities are now book entry securities.

Book Value. The value at which a debt security is reflected on the holder's records at any point in time. Book value is also called "amortized cost" as it represents the original cost of an investment adjusted for amortization of premium or accretion of discount. Also called "carrying value." Book value can vary over time as an investment approaches maturity and differs from "market value" in that it is not affected by changes in market interest rates.

Broker/Dealer. A person or firm transacting securities business with customers. A "broker" acts as an agent between buyers and sellers, and receives a commission for these services. A "dealer" buys and sells financial assets from its own portfolio. A dealer takes risk by owning inventory of securities, whereas a broker merely matches up buyers and sellers. See also "Primary Dealer."

Bullet Notes/Bonds. Notes or bonds that have a single maturity date and are non-callable.

Call Date. Date at which a call option may be or is exercised.

Call Option. The right, but not the obligation, of an issuer of a security to redeem a security at a specified value and at a specified date or dates prior to its stated maturity date. Most fixed-income calls are at par, but can be at any previously established price. Securities issued with a call provision typically carry a higher yield than similar securities issued without a call feature. There are three primary types of call options (1) European – one-time calls, (2) Bermudan – periodically on a predetermined schedule (quarterly, semi-annual, annual), and (3) American – continuously callable at any time on or after the call date. There is usually a notice period of at least 5 business days prior to a call date.

Callable Bonds/Notes. Securities, which contain an imbedded call option giving the issuer, the right to redeem the securities prior to maturity at a predetermined price and time.

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Certificate of Deposit (CD). Bank obligation issued by a financial institution generally offering a fixed rate of return (coupon) for a specified period of time (maturity). Can be as long as 10 years to maturity, but most CDs purchased by public agencies are one year and under.

Collateral. Investment securities or other property that a borrower pledges to secure repayment of a loan, secure deposits of public monies, or provide security for a repurchase agreement.

Collateralization. Process by which a borrower pledges securities, property, or other deposits for securing the repayment of a loan and/or security.

Collateralized Mortgage Obligation (CMO). A security that pools together mortgages and separates them into short, medium, and long-term positions (called tranches). Tranches are set up to pay different rates of interest depending upon their maturity. Interest payments are usually paid monthly. In “plain vanilla” CMOs, principal is not paid on a tranche until all shorter tranches have been paid off. This system provides interest and principal in a more predictable manner. A single pool of mortgages can be carved up into numerous tranches each with its own payment and risk characteristics.

Commercial Paper. Short term unsecured promissory note issued by a company or financial institution. Issued at a discount and matures for par or face value. Usually a maximum maturity of 270 days, and given a short-term debt rating by one or more NRSROs.

Convexity. A measure of a bond's price sensitivity to changing interest rates. A high convexity indicates greater sensitivity of a bond's price to interest rate changes.

Corporate Note. A debt instrument issued by a corporation with a maturity of greater than one year and less than ten years.

Counterparty. The other party in a two party financial transaction. "Counterparty risk" refers to the risk that the other party, to a transaction, will fail in its related obligations. For example, the bank or broker/dealer in a repurchase agreement.

Coupon Rate. Annual rate of interest on a debt security, expressed as a percentage of the bond's face value.

Current Yield. Annual rate of return on a bond based on its price. Calculated as (coupon rate / price), but does not accurately reflect a bond's true yield level.

Custody. Safekeeping services offered by a bank, financial institution or trust company, referred to as the “custodian.” Service normally includes the holding and reporting of the customer's securities, the collection and disbursement of income, securities settlement and market values.

Dealer. A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

Delivery Versus Payment (DVP). Settlement procedure in which securities are delivered versus payment of cash, but only after cash has been received. Most security transactions, including those through the Fed Securities Wire system and DTC, are done DVP as a protection for both the buyer and seller of securities.

Depository Trust Company (DTC). A firm through which members can use a computer to arrange for securities to be delivered to other members without physical delivery of certificates. A member of the Federal Reserve System and owned mostly by the New York Stock Exchange, the Depository Trust Company uses computerized debit and credit entries. Most corporate securities, commercial paper, CDs and BAs clear through DTC.

Derivatives. For hedging purposes, common derivatives are options, futures, swaps and swaptions. All Collateralized Mortgage Obligations (“CMOs”) are derivatives. (1) Financial instruments whose return profile is linked to, or derived from, the movement of one or more underlying index or security, and may include a

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leveraging factor, or (2) financial contracts based upon notional amounts whose value is derived from an underlying index or security (interest rates, foreign exchange rates, equities or commodities).

Derivative Security. Financial instrument created from, or whose value depends upon, one or more underlying assets or indexes of asset values.

Designated Bond. FFCB's regularly issued, liquid, non-callable securities that generally have a 2 or 3 year original maturity. New issues of Designated Bonds are \$1 billion or larger. Re-openings of existing Designated Bond issues are generally a minimum of \$100 million. Designated Bonds are offered through a syndicate of two to six dealers. Twice each month the Funding Corporation announces its intention to issue a new Designated Bond, reopen an existing issue, or to not issue or reopen a Designated Bond. Issues under the Designated Bond program constitute the same credit standing as other FFCB issues; they simply add organization and liquidity to the intermediate and long-term Agency market.

Discount Notes. Unsecured general obligations issued by Federal Agencies at a discount. Discount notes mature at par and can range in maturity from overnight to one year. Very large primary (new issue) and secondary markets.

Discount Rate. Rate charged by the system of Federal Reserve Banks on overnight loans to member banks. Changes to this rate are administered by the Federal Reserve and closely mirror changes to the "fed funds rate."

Discount Securities. Non-interest bearing money market instruments that are issued at discount and redeemed at maturity for full face value. Examples include: U.S. Treasury Bills, Federal Agency Discount Notes, Bankers' Acceptances and Commercial Paper.

Discount. The amount by which a bond or other financial instrument sells below its face value. See also "Premium."

Diversification. Dividing investment funds among a variety of security types, maturities, industries and issuers offering potentially independent returns.

Dollar Price. A bond's cost expressed as a percentage of its face value. For example, a bond quoted at a dollar price of 95 ½, would have a principal cost of \$955 per \$1,000 of face value.

Duff & Phelps. One of several NRSROs that provide credit ratings on corporate and bank debt issues.

Duration. The weighted average maturity of a security's or portfolio's cash flows, where the present values of the cash flows serve as the weights. The greater the duration of a security/portfolio, the greater its percentage price volatility with respect to changes in interest rates. Used as a measure of risk and a key tool for managing a portfolio versus a benchmark and for hedging risk. There are also different kinds of duration used for different purposes (e.g. MacAuley Duration, Modified Duration).

Fannie Mae. See "Federal National Mortgage Association."

Fed Money Wire. A computerized communications system that connects the Federal Reserve System with its member banks, certain U. S. Treasury offices, and the Washington D.C. office of the Commodity Credit Corporation. The Fed Money Wire is the book entry system used to transfer cash balances between banks for themselves and for customer accounts.

Fed Securities Wire. A computerized communications system that facilitates book entry transfer of securities between banks, brokers and customer accounts, used primarily for settlement of U.S. Treasury and Federal Agency securities.

Fed. See "Federal Reserve System."

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Federal Agency Security. A debt instrument issued by one of the Federal Agencies. Federal Agencies are considered second in credit quality and liquidity only to U.S. Treasuries.

Federal Agency. Government sponsored/owned entity created by the U.S. Congress, generally for the purpose of acting as a financial intermediary by borrowing in the marketplace and directing proceeds to specific areas of the economy considered to otherwise have restricted access to credit markets. The largest Federal Agencies are GNMA, FNMA, FHLMC, FHLB, FFCB, SLMA, and TVA.

Federal Deposit Insurance Corporation (FDIC). Federal agency that insures deposits at commercial banks, currently to a limit of \$250,000 per depositor per bank.

Federal Farm Credit Bank (FFCB). One of the large Federal Agencies. A government sponsored enterprise (GSE) system that is a network of cooperatively owned lending institutions that provides credit services to farmers, agricultural cooperatives and rural utilities. The FFCBs act as financial intermediaries that borrow money in the capital markets and use the proceeds to make loans and provide other assistance to farmers and farm-affiliated businesses. Consists of the consolidated operations of the Banks for Cooperatives, Federal Intermediate Credit Banks, and Federal Land Banks. Frequent issuer of discount notes, agency notes and callable agency securities. FFCB debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and agricultural industry. Also issues notes under its “designated note” program.

Federal Funds (Fed Funds). Funds placed in Federal Reserve Banks by depository institutions in excess of current reserve requirements, and frequently loaned or borrowed on an overnight basis between depository institutions.

Federal Funds Rate (Fed Funds Rate). The interest rate charged by a depository institution lending Federal Funds to another depository institution. The Federal Reserve influences this rate by establishing a “target” Fed Funds rate associated with the Fed’s management of monetary policy.

Federal Home Loan Bank System (FHLB). One of the large Federal Agencies. A government sponsored enterprise (GSE) system, consisting of wholesale banks (currently twelve district banks) owned by their member banks, which provides correspondent banking services and credit to various financial institutions, financed by the issuance of securities. The principal purpose of the FHLB is to add liquidity to the mortgage markets. Although FHLB does not directly fund mortgages, it provides a stable supply of credit to thrift institutions that make new mortgage loans. FHLB debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and housing market. Frequent issuer of discount notes, agency notes and callable agency securities. Also issues notes under its “global note” and “TAP” programs.

Federal Home Loan Mortgage Corporation (FHLMC or “Freddie Mac”). One of the large Federal Agencies. A government sponsored public corporation (GSE) that provides stability and assistance to the secondary market for home mortgages by purchasing first mortgages and participation interests financed by the sale of debt and guaranteed mortgage backed securities. FHLMC debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and housing market. Frequent issuer of discount notes, agency notes, callable agency securities and MBS. Also issues notes under its “reference note” program.

Federal National Mortgage Association (FNMA or “Fannie Mac”). One of the large Federal Agencies. A government sponsored public corporation (GSE) that provides liquidity to the residential mortgage market by purchasing mortgage loans from lenders, financed by the issuance of debt securities and MBS (pools of mortgages packaged together as a security). FNMA debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and housing market. Frequent issuer of discount notes, agency notes, callable agency securities and MBS. Also issues notes under its “benchmark note” program.

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Federal Reserve Bank. One of the 12 distinct banks of the Federal Reserve System.

Federal Reserve System (the Fed). The independent central bank system of the United States that establishes and conducts the nation's monetary policy. This is accomplished in three major ways: (1) raising or lowering bank reserve requirements, (2) raising or lowering the target Fed Funds Rate and Discount Rate, and (3) in open market operations by buying and selling government securities. The Federal Reserve System is made up of twelve Federal Reserve District Banks, their branches, and many national and state banks throughout the nation. It is headed by the seven member Board of Governors known as the "Federal Reserve Board" and headed by its Chairman.

Financial Industry Regulatory Authority, Inc (FINRA). is a private corporation that acts as a self-regulatory organization (SRO). FINRA is the successor to the National Association of Securities Dealers, Inc. (NASD). Though sometimes mistaken for a government agency, it is a non-governmental organization that performs financial regulation of member brokerage firms and exchange markets. The government also has a regulatory arm for investments, the Securities and Exchange Commission.

Fiscal Agent/Paying Agent. A bank or trust company that acts, under a trust agreement with a corporation or municipality, in the capacity of general treasurer. The agent performs such duties as making coupon payments, paying rents, redeeming bonds, and handling taxes relating to the issuance of bonds.

Fitch Investors Service, Inc. One of several NRSROs that provide credit ratings on corporate and municipal debt issues.

Floating Rate Security (FRN or "floater"). A bond with an interest rate that is adjusted according to changes in an interest rate or index. Differs from variable rate debt in that the changes to the rate take place immediately when the index changes, rather than on a predetermined schedule. See also "Variable Rate Security."

Freddie Mac. See "Federal Home Loan Mortgage Corporation".

Ginnie Mac. See "Government National Mortgage Association".

Global Notes: Notes designed to qualify for immediate trading in both the domestic U.S. capital market and in foreign markets around the globe. Usually large issues that are sold to investors worldwide and therefore have excellent liquidity. Despite their global sales, global notes sold in the U.S. are typically denominated in U.S. dollars.

Government National Mortgage Association (GNMA or "Ginnie Mae"). One of the large Federal Agencies. Government-owned Federal Agency that acquires, packages, and resells mortgages and mortgage purchase commitments in the form of mortgage-backed securities. Largest issuer of mortgage pass-through securities. GNMA debt is guaranteed by the full faith and credit of the U.S. government (one of the few agencies that is actually full faith and credit of the U.S.).

Government Securities. An obligation of the U.S. government, backed by the full faith and credit of the government. These securities are regarded as the highest quality of investment securities available in the U.S. securities market. See "Treasury Bills, Notes, Bonds, and SLGS."

Government Sponsored Enterprise (GSE). Privately owned entity subject to federal regulation and supervision, created by the U.S. Congress to reduce the cost of capital for certain borrowing sectors of the economy such as students, farmers, and homeowners. GSEs carry the implicit backing of the U.S. Government, but they are not direct obligations of the U.S. Government. For this reason, these securities will offer a yield premium over U.S. Treasuries. Some consider GSEs to be stealth recipients of corporate welfare. Examples of GSEs include: FHLB, FHLMC, FNMA and SLMA.

Government Sponsored Enterprise Security. A security issued by a Government Sponsored Enterprise. Considered Federal Agency Securities.

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Index. A compilation of statistical data that tracks changes in the economy or in financial markets.

Interest-Only (IO) STRIP. A security based solely on the interest payments from the bond. After the principal has been repaid, interest payments stop and the value of the security falls to nothing. Therefore, IOs are considered risky investments. Usually associated with mortgage-backed securities.

Internal Controls. An internal control structure ensures that the assets of the entity are protected from loss, theft, or misuse. The internal control structure is designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that 1) the cost of a control should not exceed the benefits likely to be derived and 2) the valuation of costs and benefits requires estimates and judgments by management. Internal controls should address the following points:

Control of collusion— Collusion is a situation where two or more employees are working in conjunction to defraud their employer.

Separation of transaction authority from accounting and record keeping— By separating the person who authorizes or performs the transaction from the people who record or otherwise account for the transaction, a separation of duties is achieved.

Custodial safekeeping— Securities purchased from any bank or dealer including appropriate collateral (as defined by state law) shall be placed with an independent third party for custodial safekeeping.

Avoidance of physical delivery securities— Book entry securities are much easier to transfer and account for since actual delivery of a document never takes place. Delivered securities must be properly safeguarded against loss or destruction. The potential for fraud and loss increases with physically delivered securities.

Clear delegation of authority to subordinate staff members— Subordinate staff members must have a clear understanding of their authority and responsibilities to avoid improper actions. Clear delegation of authority also preserves the internal control structure that is contingent on the various staff positions and their respective responsibilities.

Written confirmation of transactions for investments and wire transfers— Due to the potential for error and improprieties arising from telephone and electronic transactions, all transactions should be supported by written communications and approved by the appropriate person. Written communications may be via fax if on letterhead and if the safekeeping institution has a list of authorized signatures.

Development of a wire transfer agreement with the lead bank and third-party custodian— The designated official should ensure that an agreement will be entered into and will address the following points: controls, security provisions, and responsibilities of each party making and receiving wire transfers.

Inverse Floater. A floating rate security structured in such a way that it reacts inversely to the direction of interest rates. Considered risky as their value moves in the opposite direction of normal fixed-income investments and whose interest rate can fall to zero.

Investment Advisor. A company that provides professional advice managing portfolios, investment recommendations and/or research in exchange for a management fee.

Investment Adviser Act of 1940. Federal legislation that sets the standards by which investment companies, such as mutual funds, are regulated in the areas of advertising, promotion, performance reporting requirements, and securities valuations.

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Investment Grade. Bonds considered suitable for preservation of invested capital; bonds rated a minimum of Baa3 by Moody's, BBB- by Standard & Poor's, or BBB- by Fitch. Although "BBB" rated bonds are considered investment grade, most public agencies cannot invest in securities rated below "A."

Liquidity. Relative ease of converting an asset into cash without significant loss of value. Also, a relative measure of cash and near-cash items in a portfolio of assets. Also, a term describing the marketability of a money market security correlating to the narrowness of the spread between the bid and ask prices.

Local Government Investment Pool (LGIP). An investment by local governments in which their money is pooled as a method for managing local funds, (i.e., Florida State Board of Administration's Florida Prime Fund).

Long-Term Core Investment Program. Funds that are not needed within a one-year period.

Market Value. The fair market value of a security or commodity. The price at which a willing buyer and seller would pay for a security.

Mark-to-market. Adjusting the value of an asset to its market value, reflecting in the process unrealized gains or losses.

Master Repurchase Agreement. A widely accepted standard agreement form published by the Bond Market Association (BMA) that is used to govern and document Repurchase Agreements and protect the interest of parties in a repo transaction.

Maturity Date. Date on which principal payment of a financial obligation is to be paid.

Medium-Term Notes (MTN's). Used frequently to refer to corporate notes of medium maturity (5-years and under). Technically, any debt security issued by a corporate or depository institution with a maturity from 1 to 10 years and issued under an MTN shelf registration. Usually issued in smaller issues with varying coupons and maturities, and underwritten by a variety of broker/dealers (as opposed to large corporate deals issued and underwritten all at once in large size and with a fixed coupon and maturity).

Money Market. The market in which short-term debt instruments (bills, commercial paper, bankers' acceptance, etc.) are issued and traded.

Money Market Mutual Fund (MMF). A type of mutual fund that invests solely in money market instruments, such as: U.S. Treasury bills, commercial paper, bankers' acceptances, and repurchase agreements. Money market mutual funds are registered with the SEC under the Investment Company Act of 1940 and are subject "rule 2a-7" which significantly limits average maturity and credit quality of holdings. MMF's are managed to maintain a stable net asset value (NAV) of \$1.00. Many MMFs carry ratings by a NRSRO.

Moody's Investors Service. One of several NRSROs that provide credit ratings on corporate and municipal debt issues.

Mortgage Backed Securities (MBS). Mortgage-backed securities represent an ownership interest in a pool of mortgage loans made by financial institutions, such as savings and loans, commercial banks, or mortgage companies, to finance the borrower's purchase of a home or other real estate. The majority of MBS are issued and/or guaranteed by GNMA, FNMA and FHLMC. There are a variety of MBS structures, some of which can be very risky and complicated. All MBS have reinvestment risk as actual principal and interest payments are dependent on the payment of the underlying mortgages which can be prepaid by mortgage holders to refinance and lower rates or simply because the underlying property was sold.

Mortgage Pass-Through Securities. A pool of residential mortgage loans with the monthly interest and principal distributed to investors on a pro-rata basis. Largest issuer is GNMA.

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Municipal Note/Bond. A debt instrument issued by a state or local government unit or public agency. The vast majority of municipals are exempt from state and federal income tax, although some non-qualified issues are taxable.

Mutual Fund. Portfolio of securities professionally managed by a registered investment company that issues shares to investors. Many different types of mutual funds exist (bond, equity, money fund); all except money market funds operate on a variable net asset value (NAV).

Negotiable Certificate of Deposit (Negotiable CD). Large denomination CDs (\$100,000 and larger) that are issued in bearer form and can be traded in the secondary market.

Net Asset Value. The market value of one share of an investment company, such as a mutual fund. This figure is calculated by totaling a fund's assets which includes securities, cash, and any accrued earnings, subtracting this from the fund's liabilities and dividing this total by the number of shares outstanding. This is calculated once a day based on the closing price for each security in the fund's portfolio. (See below.)

$$[(\text{Total assets}) - (\text{Liabilities})] / (\text{Number of shares outstanding})$$

NRSRO. A "Nationally Recognized Statistical Rating Organization." A designated rating organization that the SEC has deemed a strong national presence in the U.S. NRSROs provide credit ratings on corporate and bank debt issues. Only ratings of a NRSRO may be used for the regulatory purposes of rating. Includes Moody's, S&P, Fitch and Duff & Phelps.

Offered Price. See also "Ask Price."

Open Market Operations. Federal Reserve monetary policy tactic entailing the purchase or sale of government securities in the open market by the Federal Reserve System from and to primary dealers in order to influence the money supply, credit conditions, and interest rates.

Par Value. Face value, stated value or maturity value of a security.

Physical Delivery. Delivery of readily available underlying assets at contract maturity.

Portfolio. Collection of securities and investments held by an investor.

Premium. The amount by which a bond or other financial instrument sells above its face value. See also "Discount."

Primary Dealer. Any of a group of designated government securities dealers designated by to the Federal Reserve Bank of New York. Primary dealers can buy and sell government securities directly with the Fed. Primary dealers also submit daily reports of market activity and security positions held to the Fed and are subject to its informal oversight. Primary dealers are considered the largest players in the U.S. Treasury securities market.

Prime Paper. Commercial paper of high quality. Highest rated paper is A-1+/A-1 by S&P and P-1 by Moody's.

Principal. Face value of a financial instrument on which interest accrues. May be less than par value if some principal has been repaid or retired. For a transaction, principal is par value times price and includes any premium or discount.

Prudent Investor Standard. Standard that requires that when investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain

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the liquidity needs of the agency. More stringent than the “prudent person” standard as it implies a level of knowledge commensurate with the responsibility at hand.

Qualified Public Depository – Per Florida Statute 280, means any bank, saving bank or savings association that:

Is organized and exists under the laws of the United States, the laws of this state or any other state or territory of the United States;

Has its principal place of business in this state or has a branch office in this state which is authorized under the laws of this state or of the United States to receive deposits in this state;

Has deposit insurance under the provision of the Federal Deposit Insurance Act, as amended, 12 U.S.C. ss.1811 seq.;

Meets all requirements of F.S. 280

Has been designed by the Treasurer as a qualified public depository;

Range Note. A type of structured note that accrues interest daily at a set coupon rate that is tied to an index. Most range notes have two coupon levels; a higher accrual rate for the period the index is within a designated range, the lower accrual rate for the period that the index falls outside the designated range. This lower rate may be zero and may result in zero earnings.

Rate of Return. Amount of income received from an investment, expressed as a percentage of the amount invested.

Realized Gains (Losses). The difference between the sale price of an investment and its book value. Gains/losses are “realized” when the security is actually sold, as compared to “unrealized” gains/losses which are based on current market value. See “Unrealized Gains (Losses).”

Reference Bills: FHLMC’s short-term debt program created to supplement its existing discount note program by offering issues from one month through one year, auctioned on a weekly or on an alternating four-week basis (depending upon maturity) offered in sizeable volumes (\$1 billion and up) on a cycle of regular, standardized issuance. Globally sponsored and distributed, Reference Bill issues are intended to encourage active trading and market-making and facilitate the development of a term repo market. The program was designed to offer predictable supply, pricing transparency and liquidity, thereby providing alternatives to U.S. Treasury bills. FHLMC’s Reference Bills are unsecured general corporate obligations. This program supplements the corporation’s existing discount note program. Issues under the Reference program constitute the same credit standing as other FHLMC discount notes; they simply add organization and liquidity to the short-term Agency discount note market.

Reference Notes: FHLMC’s intermediate-term debt program with issuances of 2, 3, 5, 10 and 30-year maturities. Initial issuances range from \$2 – \$6 billion with re-openings ranging \$1 – \$4 billion.

The notes are high-quality bullet structures securities that pay interest semiannually. Issues under the Reference program constitute the same credit standing as other FHLMC notes; they simply add organization and liquidity to the intermediate- and long-term Agency market.

Repurchase Agreement (Repo). A short-term investment vehicle where an investor agrees to buy securities from a counterparty and simultaneously agrees to resell the securities back to the counterparty at an agreed upon time and for an agreed upon price. The difference between the purchase price and the sale price represents interest earned on the agreement. In effect, it represents a collateralized loan to the investor, where the securities are the collateral. Can be DVP, where securities are delivered to the investor’s custodial bank, or “tri-party” where the securities are delivered to a third-party intermediary. Any type of security can be used as “collateral.”

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but only some types provide the investor with special bankruptcy protection under the law. Repos should be undertaken only when an appropriate BMA approved master repurchase agreement is in place.

Reverse Repurchase Agreement (Reverse Repo). A repo from the point of view of the original seller of securities. Used by dealers to finance their inventory of securities by essentially borrowing at short term rates. Can also be used to leverage a portfolio and in this sense, can be considered risky if used improperly.

Safekeeping. Service offered for a fee, usually by financial institutions, for the holding of securities and other valuables. Safekeeping is a component of custody services.

Secondary Market. Markets for the purchase and sale of any previously issued financial instrument.

Securities Lending. An arrangement between an investor and a custody bank that allows the custody bank to "loan" the investor's investment holdings, reinvest the proceeds in permitted investments, and share any profits with the investor. Should be governed by a securities lending agreement. Can increase the risk of a portfolio in that the investor takes on the default risk on the reinvestment at the discretion of the custodian.

Sinking Fund. A separate accumulation of cash or investments (including earnings on investments) in a fund in accordance with the terms of a trust agreement or indenture, funded by periodic deposits by the issuer (or other entity responsible for debt service), for the purpose of assuring timely availability of moneys for payment of debt service. Usually used in connection with term bonds.

Spread. The difference between the price of a security and similar maturity U.S. Treasury investments, expressed in percentage terms or basis points. A spread can also be the absolute difference in yield between two securities. The securities can be in different markets or within the same securities market between different credits, sectors, or other relevant factors.

Standard & Poor's. One of several NRSROs that provide credit ratings on corporate and municipal debt issues.

STRIPS (Separate Trading of Registered Interest and Principal of Securities). Acronym applied to U.S. Treasury securities that have had their coupons and principal repayments separated into individual zero-coupon Treasury securities. The same technique and "strips" description can be applied to non-Treasury securities (e.g. FNMA strips).

Structured Notes. Notes that have imbedded into their structure options such as step-up coupons or derivative-based returns.

Swap. Trading one asset for another.

TAP Notes: Federal Agency notes issued under the FHLB TAP program. Launched in 6/99 as a refinement to the FHLB bullet bond auction process. In a break from the FHLB's traditional practice of bringing numerous small issues to market with similar maturities, the TAP Issue Program uses the four most common maturities and reopens them up regularly through a competitive auction. These maturities (2, 3, 5 and 10 year) will remain open for the calendar quarter, after which they will be closed and a new series of TAP issues will be opened to replace them. This reduces the number of separate bullet bonds issued, but generates enhanced awareness and liquidity in the marketplace through increased issue size and secondary market volume.

Tennessee Valley Authority (TVA). One of the large Federal Agencies. A wholly owned corporation of the United States government that was established in 1933 to develop the resources of the Tennessee Valley region in order to strengthen the regional and national economy and the national defense. Power operations are separated from non-power operations. TVA securities represent obligations of TVA, payable solely from TVA's net power proceeds, and are neither obligations of nor guaranteed by the United States. TVA is currently authorized to issue

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debt up to \$30 billion. Under this authorization, TVA may also obtain advances from the U.S. Treasury of up to \$150 million. Frequent issuer of discount notes, agency notes and callable agency securities.

Total Return. Investment performance measured over a period of time that includes coupon interest, interest on interest, and both realized and unrealized gains or losses. Total return includes, therefore, any market value appreciation/depreciation on investments held at period end.

Treasuries. Collective term used to describe debt instruments backed by the U.S. Government and issued through the U.S. Department of the Treasury. Includes Treasury bills, Treasury notes, and Treasury bonds. Also a benchmark term used as a basis by which the yields of non-Treasury securities are compared (e.g., "trading at 50 basis points over Treasuries").

Treasury Bills (T-Bills). Short term direct obligations of the United States Government issued with an original term of one year or less. Treasury bills are sold at a discount from face value and do not pay interest before maturity. The difference between the purchase price of the bill and the maturity value is the interest earned on the bill. Currently, the U.S. Treasury issues 4-week, 13-week and 26-week T-Bills

Treasury Bonds. Long-term interest-bearing debt securities backed by the U.S. Government and issued with maturities of ten years and longer by the U.S. Department of the Treasury. The Treasury stopped issuing Treasury Bonds in August 2001.

Treasury Notes. Intermediate interest-bearing debt securities backed by the U.S. Government and issued with maturities ranging from one to ten years by the U.S. Department of the Treasury. The Treasury currently issues 2-year, 5-year and 10-year Treasury Notes.

Trustee. A bank designated by an issuer of securities as the custodian of funds and official representative of bondholders. Trustees are appointed to insure compliance with the bond documents and to represent bondholders in enforcing their contract with the issuer.

Uniform Net Capital Rule. SEC regulation 15C3-1 that outlines the minimum net capital ratio (ratio of indebtedness to net liquid capital) of member firms and non-member broker/dealers.

Unrealized Gains (Losses). The difference between the market value of an investment and its book value. Gains/losses are "realized" when the security is actually sold, as compared to "unrealized" gains/losses which are based on current market value. See also "Realized Gains (Losses)."

Variable-Rate Security. A bond that bears interest at a rate that varies over time based on a specified schedule of adjustment (e.g., daily, weekly, monthly, semi-annually or annually). See also "Floating Rate Note."

Weighted Average Maturity (or just "Average Maturity"). The average maturity of all securities and investments of a portfolio, determined by multiplying the par or principal value of each security or investment by its maturity (days or years), summing the products, and dividing the sum by the total principal value of the portfolio. A simple measure of risk of a fixed-income portfolio.

Weighted Average Maturity to Call. The average maturity of all securities and investments of a portfolio, adjusted to substitute the first call date per security for maturity date for those securities with call provisions.

Yield Curve. A graphic depiction of yields on like securities in relation to remaining maturities spread over a time line. The traditional yield curve depicts yields on U.S. Treasuries, although yield curves exist for Federal Agencies and various credit quality corporates as well. Yield curves can be positively sloped (normal) where longer-term investments have higher yields, or "inverted" (uncommon) where longer-term investments have lower yields than shorter ones.

Yield to Call (YTC). Same as "Yield to Maturity," except the return is measured to the first call date rather than the maturity date. Yield to call can be significantly higher or lower than a security's yield to maturity.

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Yield to Maturity (YTM). ~~Calculated return on an investment, assuming all cash flows from the security are reinvested at the same original yield. Can be higher or lower than the coupon rate depending on market rates and whether the security was purchased at a premium or discount. There are different conventions for calculating YTM for various types of securities.~~

Yield. ~~There are numerous methods of yield determination. In this glossary, see also "Current Yield," "Yield Curve," "Yield to Call" and "Yield to Maturity."~~**Derivatives** ~~—For hedging purposes, common derivatives are options, futures, swaps and swaptions. All Collateralized Mortgage Obligations ("CMOs") are derivatives. (1) Financial instruments whose return profile is linked to, or derived from, the movement of one or more underlying index or security, and may include a leveraging factor, or (2) financial contracts based upon notional amounts whose value is derived from an underlying index or security (interest rates, foreign exchange rates, equities or commodities.~~

Derivative Security ~~—Financial instrument created from, or whose value depends upon, one or more underlying assets or indexes of asset values.~~

Diversification ~~—A process of investing assets among a range of security types by sector, maturity, and quality rating.~~

Duration ~~—A measure of the timing of the cash flows, such as the interest payments and the principal repayment, to be received from a given fixed-income security. This calculation is based on three variables: term to maturity, coupon rate, and yield to maturity. The duration of a security is a useful indicator of its price volatility for given changes in interest rates.~~

Federal Home Loan Banks (FHLB) ~~—Government sponsored wholesale banks (currently 12 regional banks) which lend funds and provide correspondent banking services to member commercial banks, thrift institutions, credit unions and insurance companies. The mission of the FHLBs is to liquefy the housing related assets of its members who must purchase stock in their district Bank.~~

Federal National Mortgage Association (FNMA) ~~—FNMA, like GNMA, was chartered under the Federal National Mortgage Association Act in 1938. FNMA is a federal corporation working under the auspices of the Department of Housing and Urban Development (HUD). It is the largest single provider of residential mortgage funds in the United States. Fannie Mae, as the corporation is called, is a private stockholder-owned corporation. The corporation's purchases include a variety of adjustable mortgages and second loans, in addition to fixed-rate mortgages. FNMA's securities are also highly liquid and are widely accepted. FNMA assumes and guarantees that all security holders will receive timely payment of principal and interest.~~

Government National Mortgage Association (GNMA OR GINNIE MAE) ~~—Securities influencing the volume of bank credit guaranteed by GNMA and issued by mortgage bankers, commercial banks, savings and loan associations, and other institutions. The security holder is protected by full faith and credit of the U. S. Government. Ginnie Mae securities are backed by the FHA, VA, or FMHM mortgages. The term "passthroughs" is often used to describe Ginnie Maes.~~

Government Securities ~~—An obligation of the U.S. government, backed by the full faith and credit of the government. These securities are regarded as the highest quality of investment securities available in the U.S. securities market. See "Treasury Bills, Notes, Bonds, and SLGS."~~

Internal Controls ~~—An internal control structure designed to ensure that the assets of the entity are protected from loss, theft, or misuse. The internal control structure is designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that 1) the cost of a control should not exceed the benefits likely to be derived and 2) the valuation of costs and benefits requires estimates and judgments by management. Internal controls should address the following points:~~

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Attachment A

Glossary of Cash and Investment Management Terms

~~Control of collusion~~—Collusion is a situation where two or more employees are working in conjunction to defraud their employer.

~~Separation of transaction authority from accounting and record keeping~~—By separating the person who authorizes or performs the transaction from the people who record or otherwise account for the transaction, a separation of duties is achieved.

~~Custodial safekeeping~~—Securities purchased from any bank or dealer including appropriate collateral (as defined by state law) shall be placed with an independent third party for custodial safekeeping.

~~Avoidance of physical delivery securities~~—Book entry securities are much easier to transfer and account for since actual delivery of a document never takes place. Delivered securities must be properly safeguarded against loss or destruction. The potential for fraud and loss increases with physically delivered securities.

~~Clear delegation of authority to subordinate staff members~~—Subordinate staff members must have a clear understanding of their authority and responsibilities to avoid improper actions. Clear delegation of authority also preserves the internal control structure that is contingent on the various staff positions and their respective responsibilities.

~~Written confirmation of transactions for investments and wire transfers~~—Due to the potential for error and improprieties arising from telephone and electronic transactions, all transactions should be supported by written communications and approved by the appropriate person. Written communications may be via fax if on letterhead and if the safekeeping institution has a list of authorized signatures.

~~Development of a wire transfer agreement with the lead bank and third-party custodian~~—The designated official should ensure that an agreement will be entered into and will address the following points: controls, security provisions, and responsibilities of each party making and receiving wire transfers.

~~Investment Company Act of 1940~~—Federal legislation that sets the standards by which investment companies, such as mutual funds, are regulated in the areas of advertising, promotion, performance reporting requirements, and securities valuations.

~~Liquidity~~—An asset that can be converted easily and quickly into cash.

~~Local Government Investment Pool (LGIP)~~—An investment by local governments in which their money is pooled as a method for managing local funds, (i.e., Florida State Board of Administration “SBA”).

~~Long-Term Core Investment Program~~—Funds that are not needed within a one year period.

~~Mark-to-market~~—The process whereby the book value or collateral value of a security is adjusted to reflect its current market value.

~~Market Value~~—Current market price of a security.

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Attachment A Glossary of Cash and Investment Management Terms

Master Repurchase Agreement—A written contract covering all future transactions between parties to repurchase—reverse repurchase agreement that establishes each party's rights in the transactions. A master agreement will often specify, among other things, the right of the buyer-lender to liquidate the underlying securities in the event of default by the seller-borrower.

Maturity—The date on which payment of a financial obligation is due. The final stated maturity is the date on which the issuer must retire a bond and pay the face value to the bondholder. See "Weighted Average Maturity".

Money Market—The market in which short-term debt instruments (bills, commercial paper, bankers' acceptance, etc.) are issued and traded.

Money Market Mutual Fund—Mutual funds that invest solely in money market instruments (short-term debt instruments, such as Treasury bills, commercial paper, bankers' acceptances, repos and federal funds).

National Association of Securities Dealers (NASD)—A self-regulatory organization (SRO) of brokers and dealers in the over-the-counter securities business. Its regulatory mandate includes authority over firms that distribute mutual fund shares as well as other securities.

Net Asset Value—The market value of one share of an investment company, such as a mutual fund. This figure is calculated by totaling a fund's assets which includes securities, cash, and any accrued earnings, subtracting this from the fund's liabilities and dividing this total by the number of shares outstanding. This is calculated once a day based on the closing price for each security in the fund's portfolio. (See below.)

$$[(\text{Total assets}) - (\text{Liabilities})] / (\text{Number of shares outstanding})$$

Par—Face value or principal value of a bond, typically \$1,000 per bond.

Portfolio—Collection of securities held by an investor.

Principal—The face value or par value of a debt instrument. Also may refer to the amount of capital invested in a given security.

Qualified Public Depository—Per Florida Statute 280, means any bank, saving bank or savings association that:

Is organized and exists under the laws of the United States, the laws of this state or any other state or territory of the United States;

Has its principal place of business in this state or has a branch office in this state which is authorized under the laws of this state or of the United States to receive deposits in this state.

(c) Has deposit insurance under the provision of the Federal Deposit Insurance Act, as amended, 12 U.S.C. ss.1811 seq.

Meets all requirements of F.S. 280

Has been designated by the Executive Vice President/Chief Financial Officer of the State of Florida as a qualified public depository.

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Attachment A

Glossary of Cash and Investment Management Terms

Rate of Return—For fixed income securities (bonds and preferred stock), current yield, that is, the coupon or contractual dividend rate divided by the purchase price. For common stock, dividend yield, which is the annual dividend divided by the purchase price.

Repurchase Agreement (repo or RP)—An agreement of one party to sell securities at a specified price to a second party and a simultaneous agreement of the first party to repurchase the securities at a specified price or at a specified later date.

Reverse Repurchase Agreement (Reverse Repo)—An agreement of one party to purchase securities at a specified price from a second party and a simultaneous agreement by the first party to resell the securities at a specified price to the second party on demand or at a specified date.

Safekeeping—Holding of assets (e.g., securities) by a financial institution.

Structured Notes—Notes issued by government sponsored enterprises (FHLB, FNMA, SLMA, etc.) and corporations which have imbedded options (e.g. call features, step-up coupons, floating rate coupons, derivative-based returns) into their debt structure. Their market performance is impacted by fluctuation of interest rates, the volatility of the imbedded options, and shifts in the shape of the yield curve.

Swap—Trading one asset for another.

Total Return—The sum of all investment income plus changes in the capital value of the portfolio. For mutual funds, return on an investment is composed of share price appreciation plus any realized dividends or capital gains. This is calculated by taking the following components during a certain time period: $(\text{Price Appreciation}) + (\text{Dividends paid}) + (\text{Capital gains}) = \text{Total Return}$

Treasury Bills—Short-term U.S. government non-interest bearing debt securities with maturities of no longer than one year and issued in minimum denominations of \$10,000. Auctions of three- and six-month bills are weekly, while auctions of one-year bills are monthly. The yields on these bills are monitored closely in the money markets for signs of interest rate trends.

Treasury Notes—Intermediate U.S. government debt securities with maturities of one to 10 years and issued in denominations ranging from \$1,000 to \$1 million or more.

Treasury Bonds—Long-term U.S. government debt securities with maturities of ten years or longer and issued in minimum denominations of \$1,000. Currently, the longest outstanding maturity for such securities is 30 years.

Weighted Average Maturity (WAM)—The average maturity of all the securities that comprise a portfolio. According to SEC rule 2a-7, the WAM for SEC registered money market mutual funds may not exceed 90 days and no one security may have a maturity that exceeds 397 days.

Yield—The current rate of return on an investment security generally expressed as a percentage of the security's current price.

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Attachment A

Glossary of Cash and Investment Management Terms

Yield Curve—A graph showing the relationship at a single point in time between the available maturities of a security or similar securities with essentially identical credit risk and the yields that can be earned for each of those available maturities. A graphical depiction of the term structure of interest rates at any given point in time. Yield curves may be constructed for different instruments.

Yield-to-call (YTC)—The rate of return an investor earns from a bond assuming the bond is redeemed (called) prior to its nominal maturity date. **Yield Curve**—A graphic representation that depicts the relationship at a given point in time between yields and maturity for bonds that are identical in every way except maturity. A normal yield curve may be alternatively referred to as a positive yield curve.

Yield-to-maturity—The rate of return yielded by a debt security held to maturity when both interest payments and the investor's potential capital gain or loss are included in the calculation of return.

Zero-coupon Securities—Security that is issued at a discount and makes no periodic interest payments. The rate of return consists of a gradual accretion of the principal of the security and is payable at par upon maturity.

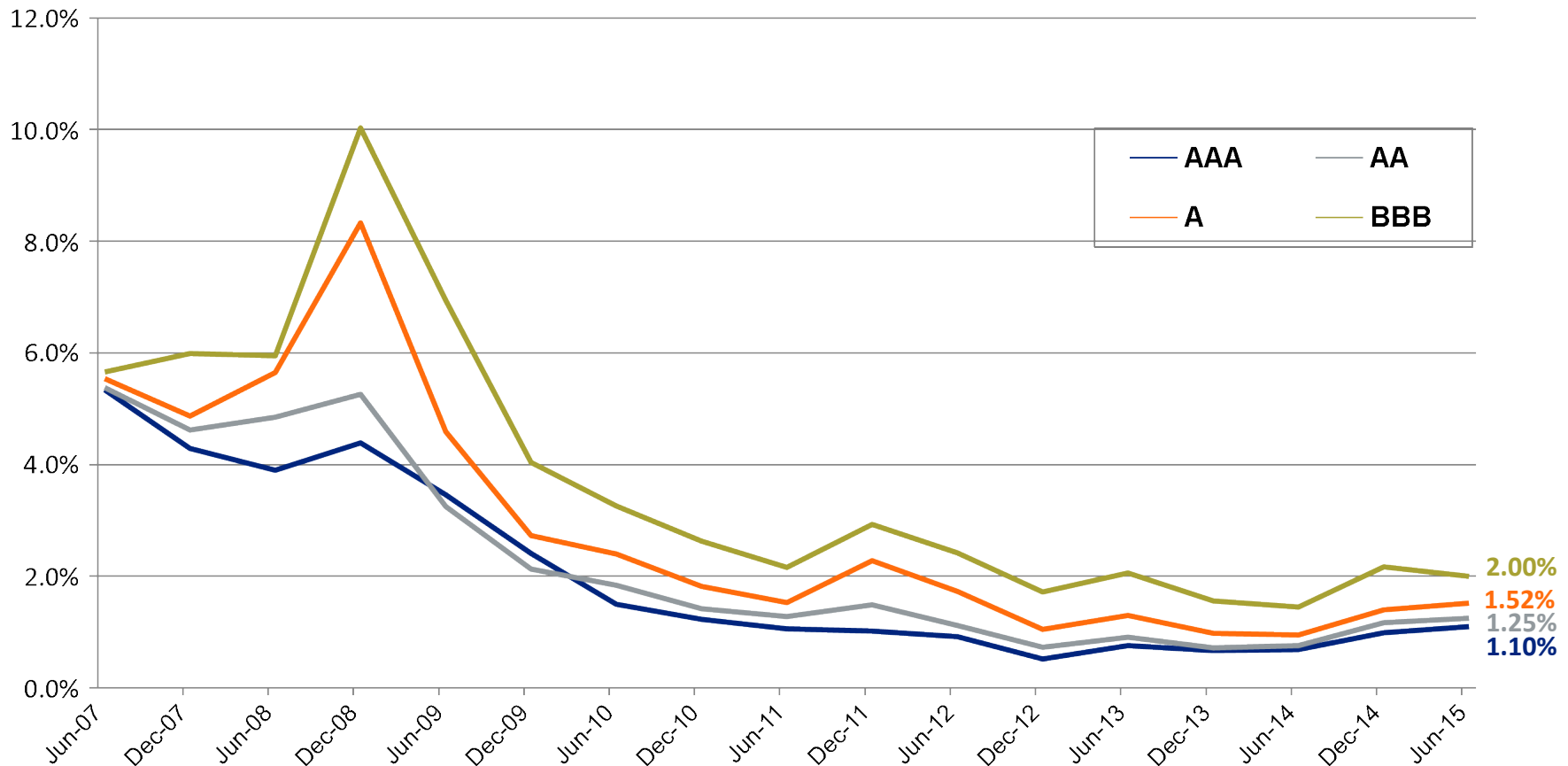
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Attachment Appendix B
Investment Pool/Fund Questionnaire

1. A description of eligible investment securities, and a written statement of investment policy and objectives.
2. A description of interest calculations and how it is distributed, and how gains and losses are treated.
3. A description of how the securities are safeguarded (including the settlement processes), and how often the securities are priced and the program audited.
4. A description of who may invest in the program, how often, what size deposit and withdrawal are allowed.
5. A schedule for receiving statements and portfolio listings.
6. Are reserves, retained earnings, etc. utilized by the pool/fund?
7. A fee schedule, and when and how is it assessed.
8. Is the pool/fund eligible for bond proceeds and/or will it accept such proceeds?

Yield Comparison of 1-3 Year Corporate Indices

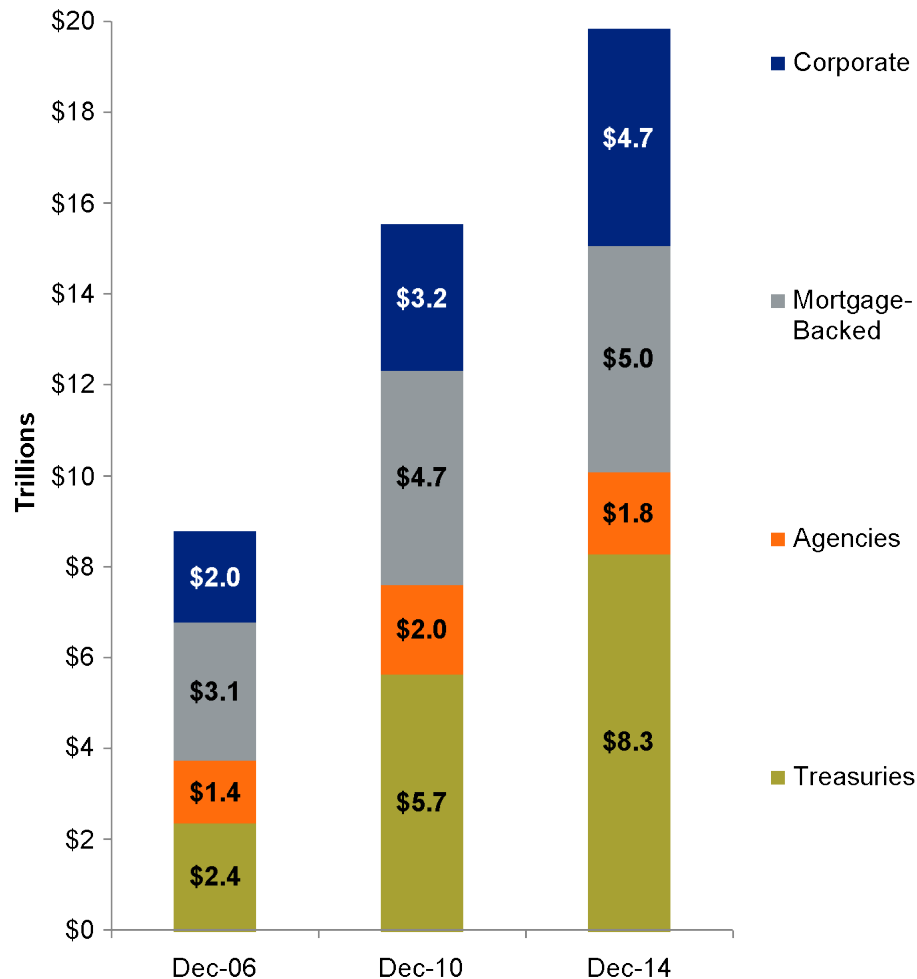
Merrill Lynch 1-3 Year Corporate Index Yields
As of June 30, 2015



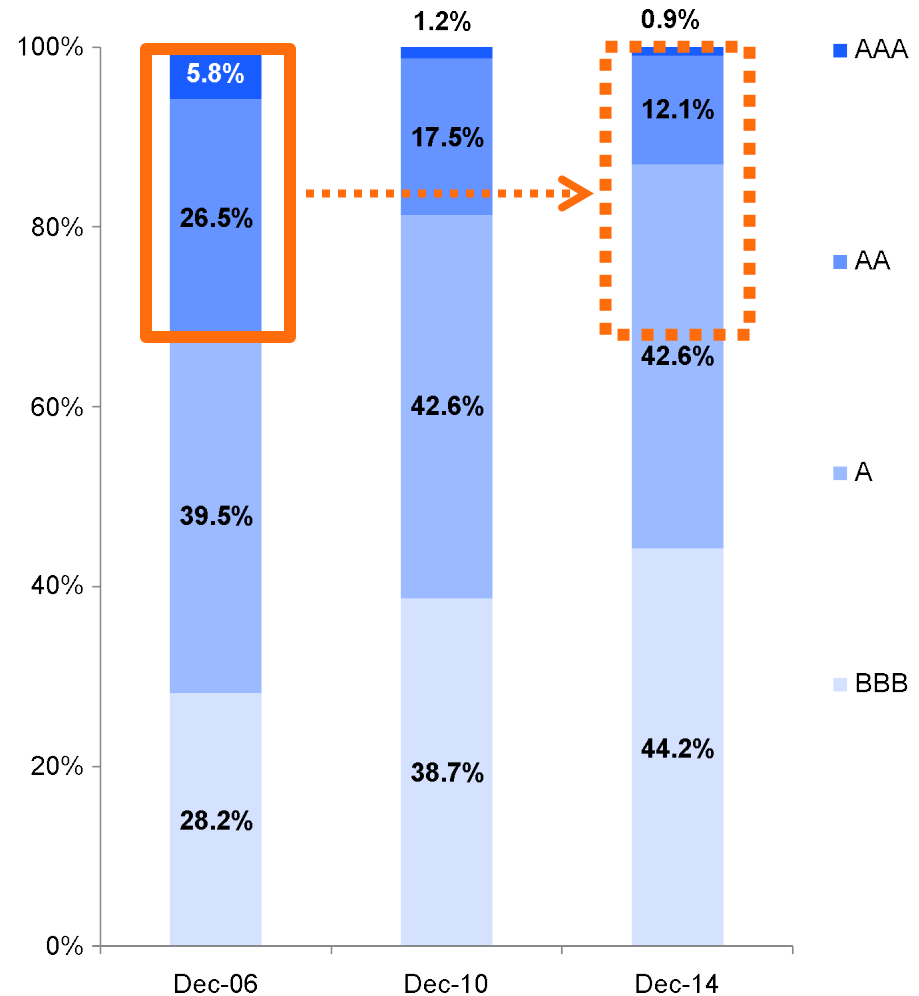
Source: Merrill Lynch Global Indexes, 1-3 Year Corporate Index

Shifting Market Composition

U.S. Master Bond Index



U.S. Corporate Index



Source: BofA Merrill Lynch U.S. Master Bond Index and U.S. Corporate Index. Year-end data, except December 2014 which is as of December 15, 2014.