



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

DECEMBER 15, 2020

AGENDA

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

A. OPENING

1. Invocation by Rev. Susan McCaffrey of Grace Episcopal Church
2. Pledge of Allegiance
3. Roll Call

B. PROCLAMATIONS & RECOGNITION

4. Wall of Fame Recipient Dorothy Hukill
5. Awards ceremony for Police Department
6. Fire Department Recognition

C. CONSENT AGENDA

7. Public Comments on Consent Agenda Items Only
8. Agenda Approval
9. Approval of Minutes
 - a. Regular City Council Meeting - December 1, 2020
10. Bid Awards and Contract Items
 - a. Approval of Final Change Order 12 to to the construction contract with The New Florida Industrial Electric (FIE) for the Dunlawton Street Lighting Project
 - b. Intent to Award ITB #20-13 to Diamond Cleaners of Port Orange LLC for Dry Cleaning Services at the Police & Fire Departments
 - c. Approval of Change Order No 1 to the EJCDC Agreement (CA6846) with General Underground, LLC for additional scope of service to replace 12" PVC water main on Spruce Creek Road from Merrimac & Westminster Street

11. Resolution No. 20-71 - Partial Drainage Easement Vacation - Lot 98 Sterling Chase II (780 Foxhound Drive)
12. Resolution No. 20-72 - Appropriating \$20,000 of General Fund Fund Balance for Legal Service Expenditures
13. Resolution No. 20-73 - Appropriating \$50,000 of General Fund Fund Balance to Fund the City Manager Search Project
14. Resolution No. 20-74 – Appropriating \$29,000 of Fund Balance from the Capital Projects Fund to Fund Final Change Order for Dunlawton Street Lighting Project
15. Approval of Concurrency and Fair-Share Agreement for Halifax Health Port Orange (5440 S. Williamson Blvd.) - Case No. 20-80000005
16. Acceptance of the 2020 Annual Concurrency Management Report
17. Approval of Major Special Event Request – Port Orange YMCA LiveStrong 5K at Aunt Catfish's on the River Restaurant (4009 Halifax Drive) & La Cantina Cocina Mexicana (4085 Ridgewood Avenue) and 4108 Halifax Drive
18. Approval to demolish and clean up 5348 Landis Avenue pursuant to the Code Enforcement Special Magistrate's Order
19. Authorization for City Manager to sign permit application for the Osprey Pointe Apartments - SJRWMD Permit for work in the right-of-way, if required

D. CITIZEN PARTICIPATION (Agenda)

20. Spouses Backing the Blue 2nd Annual Golf Tournament Announcement
21. Halifax Health Port Orange Update

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

F. COUNCIL COMMENTS

22. Comments/Concerns from Council Members

G. BOARD APPOINTMENTS, INTERVIEWS, REPORTS

23. Golf Advisory Board Update
24. Environmental Advisory Board Update
25. Parks & Recreation Advisory Board Update

H. PUBLIC HEARING

26. Second Reading - Ordinance No. 2020-34 - 20-2 Large Scale Future Land Use Amendment/3835 Clyde Morris Boulevard (Osprey Point Apartments) (Continued from December 1, 2020)
27. Second Reading - Ordinance No. 2020-35 - Rezoning/3835 Clyde Morris Boulevard (Osprey Point Apartments) (Continued from December 1, 2020)

28. First Reading - Ordinance No. 2020-39 - 2020 Annual Capital Improvements Element (CIE) Update

I. REGULAR AGENDA

29. Approval of Amendment No.1 to the Restatement of City of Port Orange-YMCA Lease Agreement

30. Shortlist of City Manager Executive Search Firms

31. Update on Patient Transport System

32. Discussion on Interim Council Member and Special Election for District 1 Council Member

J. ADDITIONAL ITEMS

33. City Attorney

34. City Manager

a. City Manager Recruitment Update

b. Discussion on Interim City Manager

K. COUNCIL COMMITTEE REPORTS

35. City Council Committee Reports

a. Arthaus

b. First Step Shelter

c. Port Orange/South Daytona Chamber of Commerce

d. Roundtable of Elected Officials

L. ADJOURNMENT

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



FOR SPECIAL ACCOMMODATIONS, PLEASE NOTIFY THE CITY CLERK'S OFFICE (PHONE: 386-506-5563) AS FAR IN ADVANCE AS POSSIBLE, BUT PREFERABLY WITHIN 2 WORKING DAYS OF YOUR RECEIPT OF THIS NOTICE OR 5 DAYS PRIOR TO THE MEETING OR HEARING DATE.



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

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA), IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS AN ACCOMMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT THE CITY CLERK FOR THE CITY OF PORT ORANGE, 1000 CITY CENTER CIRCLE, PORT ORANGE,

Regular City Council Meeting

12/15/2020

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FLORIDA 32129, TELEPHONE NUMBER 386-506-5563, CITYCLERK@PORT-ORANGE.ORG, AS FAR IN ADVANCE AS POSSIBLE, BUT PREFERABLY WITHIN 2 WORKING DAYS OF YOUR RECEIPT OF THIS NOTICE OR 5 DAYS PRIOR TO THE MEETING OR HEARING DATE. IF YOU ARE HEARING OR VOICE IMPAIRED, CONTACT THE RELAY OPERATOR AT 7-1-1 or 1-800-955-8771.

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

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



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 12/15/2020

Consent item: No

SUBJECT: (B5) Awards ceremony for Police Department

DEPARTMENT: Police Services

GOAL:

RECOMMENDED MOTION:

SUMMARY: Event-Burglary patrol in the area of Dunlawton Hills subdivision

1.Award of Merit-Officer Calenda

Project No.: Funding Account No.:

Presenter: Thomas Grimaldi

ATTACHMENTS:

1.	Merit-Calenda 2020 08.06	Merit-Calenda 2020 08.06.pdf
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Robin Fenwick
William Proctor
Thomas Grimaldi
Alan Rosen
Robin Fenwick

Created/Initiated - 11/30/2020
Approved - 11/30/2020
Approved - 11/30/2020
Approved - 11/30/2020
Final Approval - 11/30/2020

Award of Merit

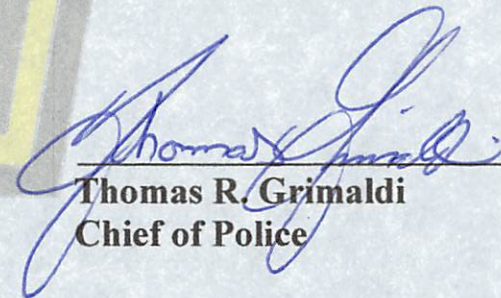
Presented to Officer Nicholas Calenda

On August 6, 2020 at approximately 0300 hours, Officer Nicholas Calenda was conducting burglary patrol in the area of the Dunlawton Hills subdivision. This subdivision had several prior car burglaries and he located a occupied vehicle parked in the area. As the vehicle traveled through the subdivision, he noticed the vehicle had a headlight out. As he continued to watch the vehicle, he saw a male run from a residence and enter the back seat of the vehicle. The vehicle then attempted to leave the area. Officer Calenda conducted a traffic stop on the vehicle based on the equipment violation and the suspicious activity he observed. As the vehicle stopped and Officer Calenda was approaching the vehicle, the vehicle fled from the traffic stop. No pursuit was initiated, and the vehicle continued to drive recklessly west on Dunlawton Avenue. The vehicle lost control and ultimately crashed into the planter at Costal Grill and Raw Bar. Officer Calenda located the vehicle after it crashed with two occupants in the vehicle. The driver of the vehicle fled on foot from the vehicle and the two other occupants that remained in the vehicle were quickly taken into custody by Officer Calenda and another officer. Shortly after, the driver was taken into custody hiding in the nearby woods. Officer Calenda charged the driver with Fleeing and Eluding with Lights and Sirens Active, Driving with No Valid Driver's License, and Loitering and Prowling. The passengers of the vehicle were also charged with Loitering and Prowling and one passenger had the additional charges of Possession of Marijuana over 20 grams, Possession of Marijuana with the Intent to Sell, Possession of Narcotic Paraphernalia, and Violation of Probation. One of the passengers was the above-mentioned male who was suspected of committing multiple car breaks in the area.

Officer Calenda's pro-activity and observation skills most likely prevented property crimes and/or other crimes from being perpetrated against our citizens. Officer Calenda also succeeded in getting a large amount of narcotics out of the hands of a known criminal. Officer Calenda is to be commended for his actions and carrying out Port Orange Police Department's mission "to bring the rule of law to criminals".



Mayor Donald O. Burnette



Thomas R. Grimaldi
Chief of Police



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 12/15/2020

Consent item: No

SUBJECT: (B6) Fire Department Recognition

DEPARTMENT: Fire/Rescue Services

GOAL:

RECOMMENDED MOTION:

SUMMARY: POFR will provide recognition to the crew at Station 74 who was working on 11-24 when a plane crashed into a pond in Venetian Bay.

Project No.: Funding Account No.:

Presenter: Ken Fustin

ATTACHMENTS:

Robin Fenwick	Created/Initiated - 12/4/2020
Ken Fustin	Approved - 12/4/2020
Alan Rosen	Approved - 12/4/2020
Robin Fenwick	Final Approval - 12/4/2020

REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
DECEMBER 1, 2020

THE REGULAR CITY COUNCIL MEETING of the City of Port Orange was called to order by Mayor Donald O. Burnette at 7:00 p.m.

Invocation by Pastor Scott Kirschner of Christ the King Community Church

Pledge of Allegiance

Swearing-In Ceremony by Judge Chris Kelly

Roll Call	Present:	Council Member Marilyn Ford Council Member Chase Tramont Council Member Scott Stiltner Vice Mayor Drew Bastian Mayor Donald Burnette
	Also Present:	Assistant City Manager Alan Rosen City Attorney Matthew Jones Assistant City Clerk Shelby Field

5. Election of Vice Mayor

Move to nominate Council Member Scott Stiltner as Vice Mayor for 2021 was made by Council Member Chase Tramont and Seconded by Council Member Marilyn Ford.

Move to re-nominate Council Member Drew Bastian as Vice Mayor for 2021 was made by Council Member Scott Stiltner and Seconded by Council Member Chase Tramont.

Council Member Scott Stiltner declined the nomination.

Motion withdrawn by Council Member Chase Tramont and Second withdrawn by Council Member Marilyn Ford.

Motion carried unanimously by voice vote.

6. Appointments to Council Committees for 2021

Council Members are assigned to each committee as follows for 2020:

Arthaus – Council Member Marilyn Ford
General Employees Retirement Trust Fund – Council Member Scott Stiltner
River to Sea Transportation Planning Organization – Council Member Scott Stiltner
Municipal Firefighters Pension Board – Council Member Marilyn Ford
Municipal Police Officers Retirement Trust – Council Member Drew Bastian
Port Orange-South Daytona Chamber of Commerce – Mayor Don Burnette
Roundtable of Elected Officials - Mayor Don Burnette
First Step - Council Member Chase Tramont

There were no changes to the committee assignments for 2021.

SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

7. Awards ceremony for Police Department

Thomas Grimaldi, Police Chief, presented awards to Police Department staff, as well as citizens.

TOWN CENTER CRA & CITY COUNCIL JOINT MEETING

City Council recessed at 7:20 p.m. to hold the Joint Meeting with the Town Center CRA, minutes of which are under separate cover.

CONSENT AGENDA

8. Public Comments on Consent Agenda Items Only

There were no public comments.

9. Agenda Approval

Motion to pull item #14 from the Consent Agenda was made by Council Member Marilyn Ford and Seconded by Council Member Chase Tramont.

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

10. Approval of Minutes

a. November 17, 2020 - Regular City Council Meeting

Regular City Council Meeting

December 1, 2020

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11. Approval of the 2021 City Council Meeting Calendar
12. Adoption of the 2021 Public Hearing and Development Review Calendars
13. Resolution No. 20-60 - Approval of Comprehensive Emergency Management

Plan

14. Resolution No. 20-68 - Authorization for Mayor and City Manager to sign TD Bank Signature Form

15. City Attorney's Report for Potential Special Legal Counsel during FY2021

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

Item #14 - Resolution No. 20-68 - Authorization for Mayor and City Manager to sign TD Bank Signature Form

Council Member Ford expressed concerns with the authorization for City Manager to sign with the changing of the City Manager soon. Matt Jones, City Attorney, discussed steps taken to address this concern.

Motion to approve item #14 was made by Vice Mayor Drew Bastian and Seconded by Council Member Chase Tramont. Motion carried unanimously by roll call vote.

BOARD APPOINTMENTS

16. Fire Pension Board Appointment

Motion to nominate Jim Reardon to serve another term on the Fire Pension Board was made by Council Member Marilyn Ford and Seconded by Vice Mayor Drew Bastian. Motion carried unanimously by voice vote.

CITIZEN PARTICIPATION (Non-Agenda – 20 minutes)

There were none.

COUNCIL COMMENTS

17. Comments/Concerns from Council Members

Council Members congratulated both Vice Mayor Drew Bastian and Mayor Don Burnette on swearing in for an additional four years.

PUBLIC HEARING

18. Second Reading - Ordinance No. 2020-34 - 20-2 Large Scale Future Land Use Amendment/3835 Clyde Morris Boulevard (Osprey Point Apartments)

19. Second Reading - Ordinance No. 2020-35 - Rezoning/3835 Clyde Morris Boulevard (Osprey Point Apartments)

Mayor Don Burnette announced Items #18 and #19 need to be continued to a time certain of December 15, 2020 due to publishing issues.

Motion to continue items #18 and #19 was made by Vice Mayor Drew Bastian and Seconded by Council Member Chase Tramont. Motion carried unanimously by voice vote.

20. Second Reading - Ordinance No. 2020-38 - Animal Control Ordinance Amendment - Re: Adequate Shelter and Anti-tethering

Mayor Don Burnette read Ordinance No. 2020-38.

ORDINANCE NO. 2020-38

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 10, SECTION 10-3, CODE OF ORDINANCES, TO ADD DEFINITIONS FOR "ADEQUATE FOOD", "ADEQUATE WATER", AND "ADEQUATE SHELTER"; AMENDING CHAPTER 10 TO ADD REGULATIONS RELATED TO TETHERING DOGS OR CATS TO STATIONARY OBJECTS WHILE OUTDOORS; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to amend Ordinance No. 2020-38 regarding the definition of adequate shelter was made by Vice Mayor Drew Bastian and Seconded by Council Member Scott Stiltner.

Motion to adopt Ordinance No. 2020-38 as amended was made by Vice Mayor Drew Bastian and Seconded by Council Member Scott Stiltner.

Council Member Marilyn Ford spoke against the revision to the language due to difficulty of enforcement.

Debbie Darino, citizen, spoke in favor of the language change for adequate shelter to make it more consistent with other cities.

Motion to amend Ordinance No. 2020-38 regarding the definition of adequate shelter carried 4-1 by roll call vote with Council Member Marilyn Ford voting no.

Motion to adopt Ordinance No. 2020-38 as amended carried unanimously by roll call vote.

REGULAR AGENDA

21. Discussion on Interim City Manager Compensation

Jamie Miller, Administrative Services Director, asked Council to discuss the need and their desire for increased compensation for Alan Rosen to serve as Interim City Manager.

Discussion was held regarding increased compensation, start date of said compensation and length thereof.

Motion to grant a 5% compensation increase effective December 12, 2020 and lasting for the duration of his service as interim City Manager was made by Vice Mayor Drew Bastian and Seconded by Scott Stiltner. Motion carried unanimously by roll call vote.

22. Discussion of YMCA Rent Deferral Agreement

Alan Rosen, Assistant City Manager, provided information on the options provided to Council.

Chris Seilkop, YMCA, provided a breakdown of what services the YMCA offers, what makes money and what loses them money and what they can do with the City. Mr. Seilkop answered questions from Council.

Robert Reinhagen, citizen, doesn't believe the City should be a landlord at all, but if so, should get a market rate of return on investment. He doesn't believe the City should support a religious organization. He is against any reduction of rent and would like to see Parks and Recreation take over operations of the facility.

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Council Member Chase Tramont, Council Member Marilyn Ford and Mayor Don Burnette would like to see a lease amendment come forward for a 6-month time period at 50% reduction. Council Member Scott Stiltner and Vice Mayor Drew Bastian would like to see no change in the current lease agreement.

ADDITIONAL ITEMS

23. City Attorney

Mr. Jones stated the City is ready to move forward with the first of three meetings for a panhandling ordinance. He asked for a Special Meeting December 8, 2020 at 6:30pm. Council agreed.

24. City Manager

Mr. Rosen provided an update on the RFP for City Manager search which closes on December 10, 2020. A list of applicants will be provided to Council December 15, 2020.

Mr. Rosen asked when Council would like an update on transport. Vice Mayor Bastian would like it on December 15, 2020.

Mayor Burnette presented Jake Johansson, City Manager, with a certificate of recognition for his time served with the City. Mr. Johansson thanked everyone.

COUNCIL COMMITTEE REPORTS

25. City Council Committee Reports

- a. Fire Pension Board (Meeting held 11/16/2020) – Council Member Marilyn Ford provided details from their recent meeting.
- b. Police Pension Board (Meeting held on 11/19/2020) – Vice Mayor Drew Bastian provided details from their recent meeting.
- c. River to Sea TPO – Council Member Scott Stiltner informed Council their last meeting was cancelled.

ADJOURNMENT – 9:24 p.m.

Mayor Donald O. Burnette

Attest:

Robin Fenwick, MMC
City Clerk



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 12/15/2020

Consent item: Yes

SUBJECT: (C10a) Approval of Final Change Order 12 to to the construction contract with The New Florida Industrial Electric (FIE) for the Dunlawton Street Lighting Project

DEPARTMENT: Community Development

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve Final Change Order 12 in the amount of \$28,802.62 to the construction contract with The New Florida Industrial Electric (FIE) for the Dunlawton Street Lighting Project and authorize the Mayor and City Clerk to execute the associated contract documents as necessary.

SUMMARY: The Street Lighting project has been successfully completed. All work items have been inspected and approved and all necessary project close-out documents have been received. The project consisted of replacing the pedestrian walklights with 64 LED streetlights along a +/- 0.70-mile segment of Dunlawton Avenue between Ridgewood Avenue and Spruce Creek Road and at the intersections of Dunlawton Avenue/Spruce Creek Road and Dunlawton Avenue/Ridgewood Avenue.

Final Change Order No. 12 includes final balancing of pay item quantities and additional services rendered during approved time extensions resulting in additional expenses borne by the Contractor, The New Florida Industrial Electric (FIE).

In accordance with customary close out procedures of a unit price project and Local Agency Program (LAP) project requirements the As-Built Drawings for the completed project were finalized showing the actual quantities installed. The overruns and underruns were tabulated from the As-Built Drawings and field logs by the City's Construction and Engineering Inspection Firm, AECOM and verified by City Staff. Pay item quantities for sidewalk removal and install, open trenched conduit, and pull boxes were greater than the contracted amount. Pay item quantities for directionally drilled conduit and lighting conductors were less than the contracted amount. Site conditions and discrepancies in the bid document calculations resulted in the quantity differences found in the field. A large portion of the overrun was due to sidewalk removal and replacement required to meet ADA standards, a requirement of federal funding, that was not contemplated in the construction drawings. The adjustment in the contract price due to actual quantities installed is \$9,135.70. For a bid unit cost project of this size and scope, some amount of discrepancy is expected, and Change Order 12 is to make the final necessary adjustments to accurately account for the work and materials used to complete the project.

Through previous Change Orders, the duration of the project was extended by 389 calendar days. The additional time was added with Change Orders 3, 7 and 10. Change

Order 3 extended the period of performance by 153 days due to unforeseen delays in light pole foundation installations. The foundation installations were delayed due to conflicts with underground utilities that were found in the narrow, congested corridor. The plans were required to be revised, reviewed and approved by FDOT which accounted for much of the delay. Change Order 7 extended the period of performance by 114 days to account for the period between FDOT concurrence for light fixture alternates and required plan revisions. Change Order 10 extended the period of performance 122 days due to the original light pole vendor not fulfilling the order for light poles and luminaires. FIE found another vendor once they realized the original vendor could not fulfill the order. After receipt of the light poles on 6/12/20, FIE expeditiously finalized the installation of all poles, luminaires, and conductors within 6 weeks. The Substantial Completion Inspection was completed on 7/23/20.

The additional time resulted in additional costs for FIE, including rental of the dumpster and traffic control devices. In addition, the 122-day time extension resulted in additional labor and vehicle costs for weekly site maintenance, inspections and attendance at FDOT required biweekly progress meetings while construction was paused waiting on delivery of light poles. The adjustment in the contract price for services rendered during time extensions is \$19,666.92.

Based on the As-Built Drawings, overrun/underrun tabulation and supporting documentation for services resulting from time extensions provided by FIE, City staff, supports the additional compensation and finds the request warranted. The final contract amount is \$784,176.17. Staff requests approval of Final Change Order 12 in the amount of \$28,802.62. Approval of this item allows final payment to be made to FIE which will wrap up all contractual obligations between the City and FIE. Once final payment is complete, City Staff will invoice FDOT for the remaining LAP funds.

Project No.: AIO016 Funding Account No.: Fund 301 Fund Balance

Presenter: Tim Burman, Margaret Tomlinson

ATTACHMENTS:

1.	FIE Final Change Order 12	FIE Final Change Order 12 .pdf
2.	FPN 435591-1-58-01 Dunlawton Lighting As-Built Drawings	FPN 435591-1-58-01 Dunlawton Lighting As-Built Drawings.pdf

Margaret Tomlinson	Created/Initiated - 11/13/2020
Tim Burman	Approved - 11/28/2020
Lupe Reyna-Coffin	Approved - 11/30/2020
Scott Neils	Approved - 11/30/2020
Matthew Jones	Approved - 12/3/2020
Alan Rosen	Approved - 12/3/2020
Robin Fenwick	Final Approval - 12/4/2020

CHANGE ORDER NO. 12
To Construction Contract dated 9/14/2018
THE NEW FLORIDA INDUSTRIAL ELECTRIC, INC., Contractor

Project: FPN 435591-1-58-01 SR 421 (Dunlawton) Street Lighting from Spruce Creek Road to SR 5 (US 1), ITB #17-32, Project AIO016

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$674,971.86	Original Contract Times Substantial Completion: 227 days Final Completion +30 days
Net changes from previous Change Order: No. 1-11: \$80,401.69	Changes in contract time from previous Change Orders: No. 1-11: 267 days
Contract Price prior to this Change Order: \$755,373.55	Contract Completion Date prior to this Change Order: Substantial Completion: July 20, 2020 Final Completion: August 19, 2020
Net Increase (decrease) of this Change Order No. 12: \$28,802.62	Changes in contract time requested this Change Order No. 12: (Requires Council Approval) 0 days
Contract Price with all approved Change Orders: \$784,176.17	Contract Times with all approved Change Orders: Substantial Completion: July 20, 2020 Final Completion: August 19, 2020

CHANGES ORDERED:

I. GENERAL: This Change Order is necessary to cover changes in the work that was performed under the Construction Contract entered into by and between the parties on September 14, 2018.

II. REQUIRED CHANGES:

A. Final Balancing of Pay Item Quantities. The installed quantities varied from the bid quantities and as amended by change orders as follows:

SUMMARY OF PAY ITEMS					
PAY ITEMS	DESCRIPTION	UNIT	QTY	FINAL QTY	QTY DIFF
0522 1	CONCRETE SIDEWALK, REMOVAL AND REPLACEMENT	SY	368.9	596.389	227.49
0630 2 11	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	LF	821	1,456	635
0630 2 12	CONDUIT, FURNISH & INSTALL, DIRECTIONAL DRILL	LF	8,706	8,471	-235
0635 2 11	PULL BOX, FURNISH & INSTALL, 13"X24" COVER SIZE (TRAFFIC RATED)	EA	80	81	1
0715 1 12	LIGHTING CONDUCTORS, FURNISH & INSTALL, INSULATED, NO. 8-6	LF	26,160	25,869	-291

B. Services Resulting from Time Extensions. Additional expenses were borne by the Contractor for project extensions that extended the project length by 267 days.

SUMMARY OF SERVICES RESULTING FROM TIME EXTENSIONS		
DESCRIPTION	UNIT	QTY
ROLL OFF DUMPSTER RENTAL	EA	1
STATIC TRAFFIC CONTROL DEVICES RENTAL	DAY	267
EROSION CONTROL MAINTENANCE		
LABOR – FOREMAN	HR	207.5
VEHICLE – FOREMAN	HR	166
PROGRESS MEETINGS ATTENDANCE		
LABOR – FOREMAN	HR	30
VEHICLE – FOREMAN	HR	20
BOND	L.S.	1

III. JUSTIFICATION: Site conditions and discrepancies in the bid document calculations resulted in the quantity differences found in the field. The differences have been tabulated from the As-Built Drawings and field logs and reflect actual quantities installed.

The additional realized expenses due to project extensions were borne by the Contractor and have been documented and verified.

IV. PAYMENT:

A. Final Balancing of Pay Item Quantities

PAY ITEMS	DESCRIPTION	UNIT	QTY DIFF	UNIT PRICE	TOTAL DOLLARS INSTALLED
0522 1	CONCRETE SIDEWALK, REMOVAL AND REPLACEMENT	SY	227.49	\$32.77	\$7,454.81
0630 2 11	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	LF	635	\$7.76	\$4,927.60
0630 2 12	CONDUIT, FURNISH & INSTALL, DIRECTIONAL DRILL	LF	-235	\$15.60	-\$3,666.00
0635 2 11	PULL BOX, FURNISH & INSTALL, 13"X24" COVER SIZE (TRAFFIC RATED)	EA	1	\$730.66	\$730.66
0715 1 12	LIGHTING CONDUCTORS, FURNISH & INSTALL, INSULATED, NO. 8-6	LF	-291	\$1.07	-\$311.37
TOTAL					\$9,135.70

B. Services Resulting from Time Extensions

DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL COST
ROLL OFF DUMPSTER RENTAL	L.S.	1	\$396.15	\$396.15
STATIC TRAFFIC CONTROL DEVICES RENTAL	DAY	267	\$24.75	\$6,608.25
EROSION CONTROL MAINTENANCE				
LABOR – FOREMAN (INCL. 62.27% LABOR BURDEN)	HR	95	\$48.61	\$4,617.95
VEHICLE – FOREMAN	HR	95	\$16.05	\$1,524.75
BI-WEEKLY PROGRESS MEETINGS ATTENDANCE				
LABOR – FOREMAN (INCL. 62.27% LABOR BURDEN)	HR	30	\$48.61	\$1,458.30
VEHICLE – FOREMAN	HR	20	\$16.05	\$321.00
BOND	L.S.	1	\$2,175.27	\$2,175.27
SUBTOTAL				\$17,101.67
15% OVERHEAD & PROFIT				\$2,565.25

	TOTAL	\$19,666.92
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	GRAND TOTAL	\$28,802.62
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Acknowledgments:

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

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

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

The change in price and/or delivery date described herein is considered to be fair and reasonable and has been mutually agreed upon and shall be deemed the final settlement of all claims arising out of this Contract, including, but not limited to all claims for delays and disruptions resulting from, caused by, or incident to such modifications and change orders, or claims for costs and expenses that were not anticipated at the time the Contract was executed. No further claims under this Contract shall be submitted and the Contractor accepts the amounts provided for herein as full and final payment for any and all work performed under the Contract, as amended.

RECOMMENDED BY:
COMMUNITY DEVELOPMENT
 Department Project Manager

By: _____
 Printed Name: Valerie A. Duhl, PE
 Title: Community Development Engineer

Date Signed: _____

ACCEPTED BY:
THE NEW FLORIDA INDUSTRIAL ELECTRIC, INC.
 Contractor

By: _____
 Printed Name: Michael J. Scharf
 Title: Executive Vice President

Date Signed: _____

RECOMMENDED BY:
TRAFFIC ENGINEERING DATA SOLUTIONS, INC.
 City's CEI Representative

By: _____
 Printed Name: Mikal Hale, PE
 Title: Senior Project Manager

RECOMMENDED BY:
MEAD AND HUNT, INC.
 Engineer of Record

By: _____
 Printed Name: David King, PE
 Title: Vice President

Date Signed: _____

Date Signed: _____

APPROVED BY:
CITY OF PORT ORANGE
Department Head

By: _____
Printed Name: Tim Burman
Title: Community Development Director

Date Signed: _____

City Manager

By: _____
Printed Name: Alan Rosen
Title: Interim City Manager

Date Signed: _____

If Council approval is required:

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

Date Signed: _____

Affirmed:

Shelby Field, Assistant City Clerk

Date Signed: _____

Florida Industrial As-Builts
Dunlawton Ave Proj 83002
630-1-12: 8452 LF



CITY OF PORT ORANGE
VOLUSIA COUNTY, FLORIDA

BID No. 17-32

S.R. 421 (DUNLAWTON AVE.)
RIDGEWOOD AVE. TO
SPRUCE CREEK RD.
LIGHTING

FPN 435591-1-58-01

FPID D517-050-B

FEBRUARY 2019

RELEASED FOR CONSTRUCTION

PREPARED BY:



FLORIDA CERTIFICATE OF AUTHORIZATION NO. 26730
P.O. BOX 290247, PORT ORANGE, FL. 32129-0247

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sealed by David A. King, P.E. on the date
adjacent to the seal.

04-27-2020

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copies.



ELECTRICAL ENGINEER: MONCEF HADIJI, P.E.

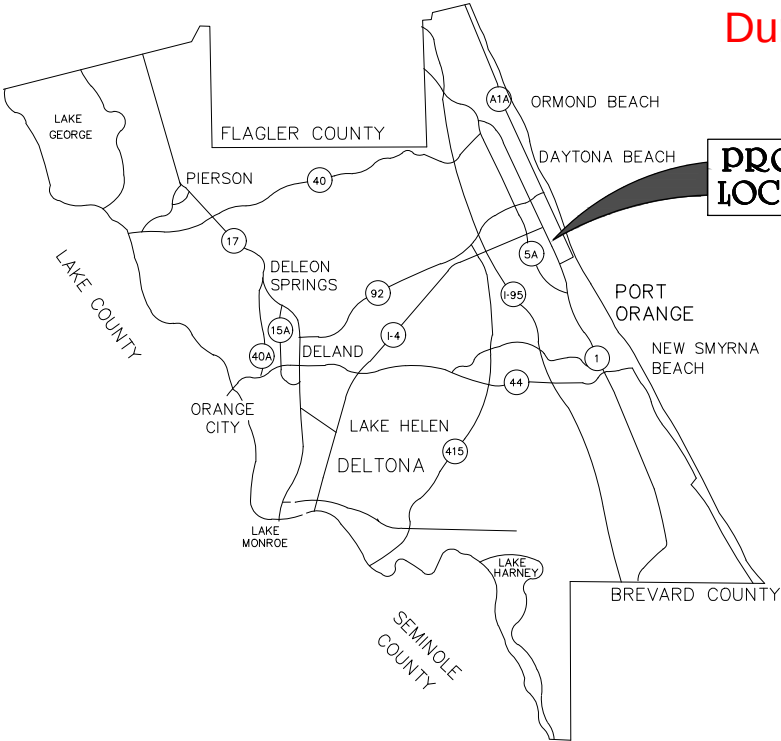
P.E. NO.: 48022

CIVIL ENGINEER: DAVID KING, P.E.

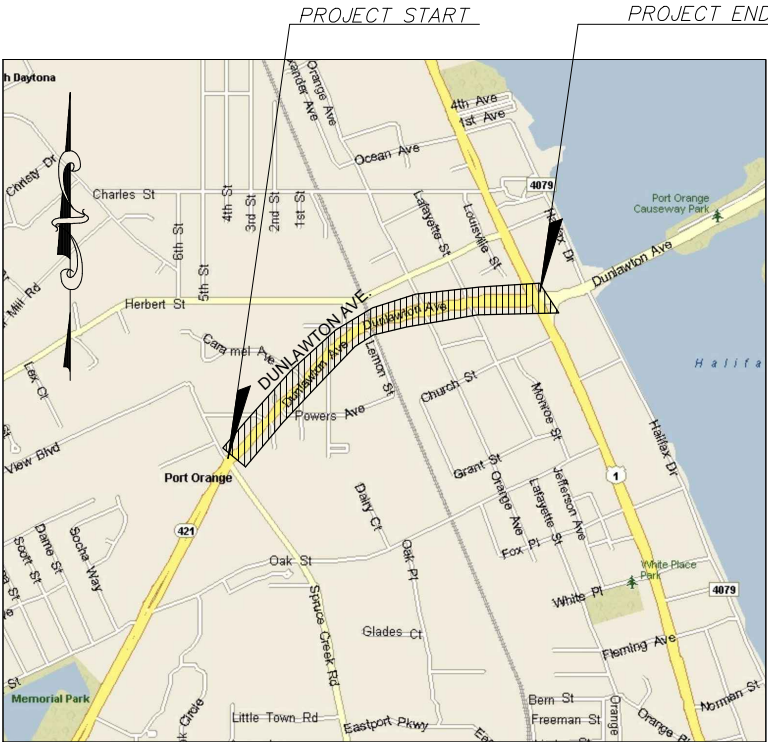
P.E. NO.: 50609

PORT ORANGE PROJECT MANAGER: LARRY ROBERTS, P.E.

ATTENTION IS DIRECTED TO THE FACT THAT
THESE PLANS MAY HAVE BEEN ALTERED IN
SIZE BY REPRODUCTION. THIS MUST BE
CONSIDERED WHEN OBTAINING SCALED DATA.



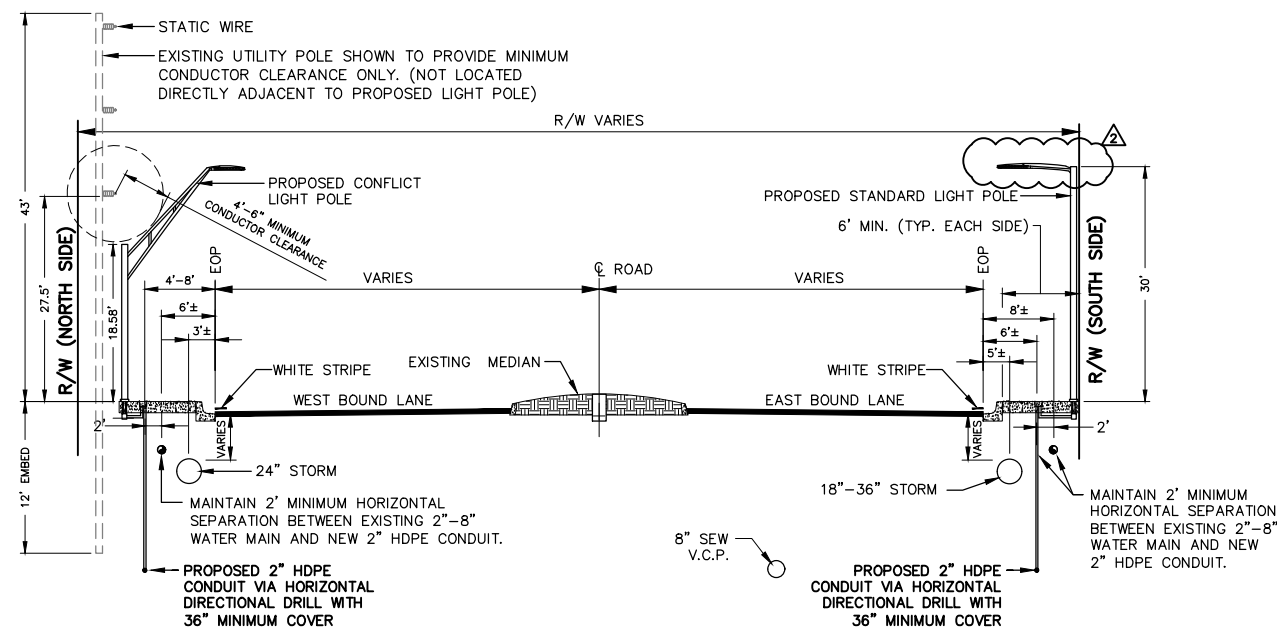
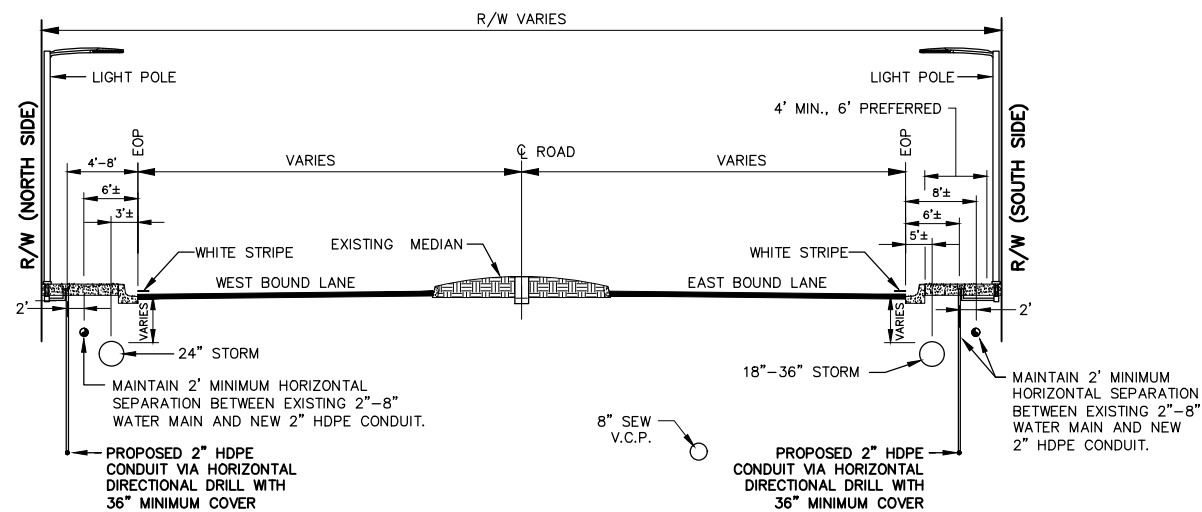
COUNTY MAP



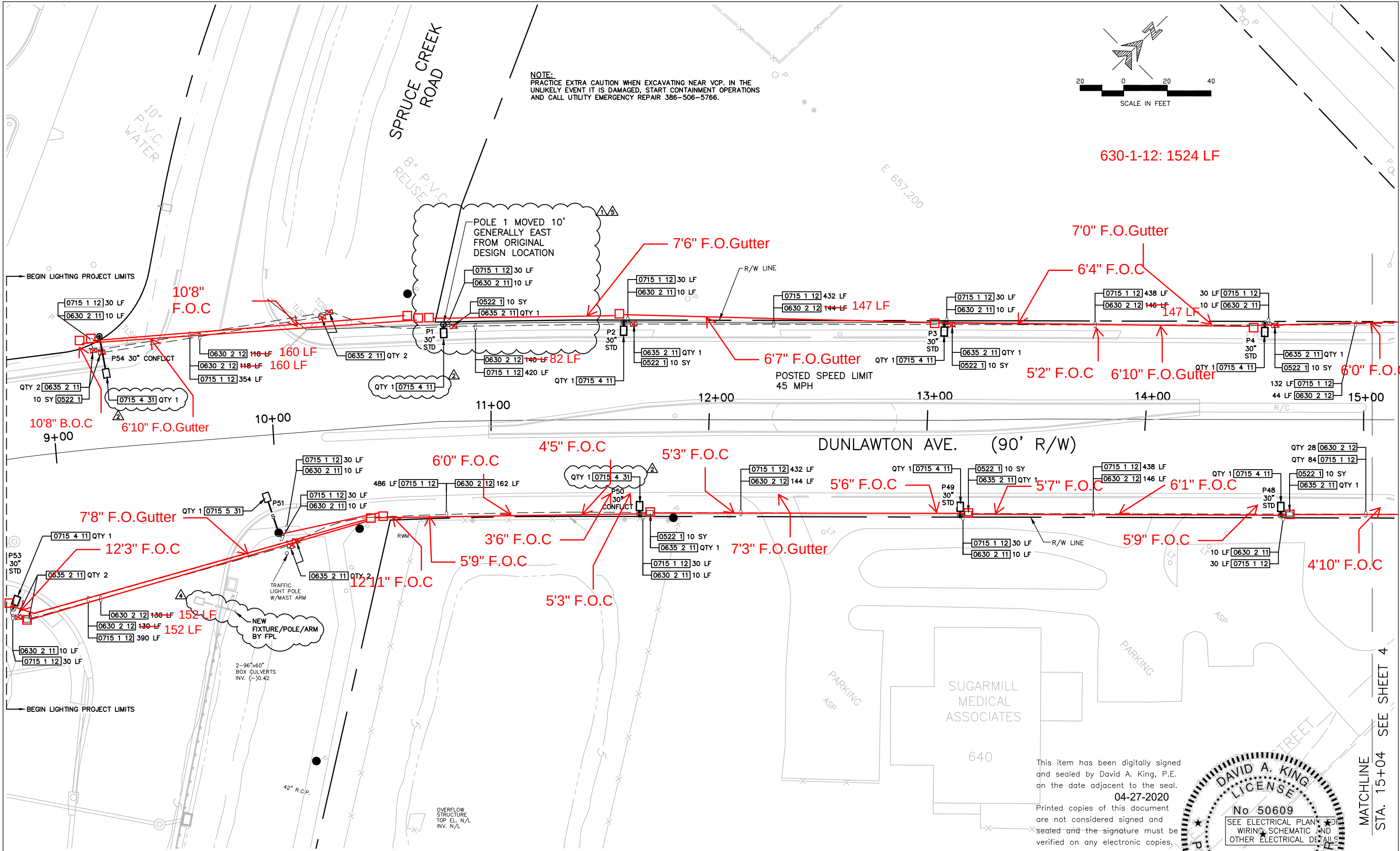
VICINITY MAP

(SECTION 3&4, TOWNSHIP 16 SOUTH, RANGE 33 EAST)

GOVERNING STANDARDS AND SPECIFICATIONS: FY 2017-18 FLORIDA DEPARTMENT OF
TRANSPORTATION, DESIGN STANDARDS, STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE
CONSTRUCTION DATED JANUARY 2018 AS AMENDED BY CONTRACT DOCUMENTS.



OF 48



NO.	BY	REVISIONS	DATE	NO.	BY	REVISIONS	DATE
1	ADK	REVISED LIGHTING CALCULATIONS	3-16-20				
2	ADK	CONFORMED TO FIELD CONDITIONS	4-17-19				
3	ADK	LIGHT POLE & ELECTRICAL EQUIP. LOCATION ADJ.	1-24-19				

QLH
A Mead & Hunt Company
FLORIDA CERTIFICATE OF AUTHORIZATION NO. 26730
P.O. BOX 290247, PORT ORANGE, FL 32129-0247

**CITY OF
PORT ORANGE**
VOLUSIA COUNTY, FL

**S.R. 421
(DUNLAWTON AVENUE)
STREET LIGHTING**
PROJECT No. PO298.1

**ROADWAY PLAN
STA. 9+00 - STA. 15+00**
DRAWN BY: ADK

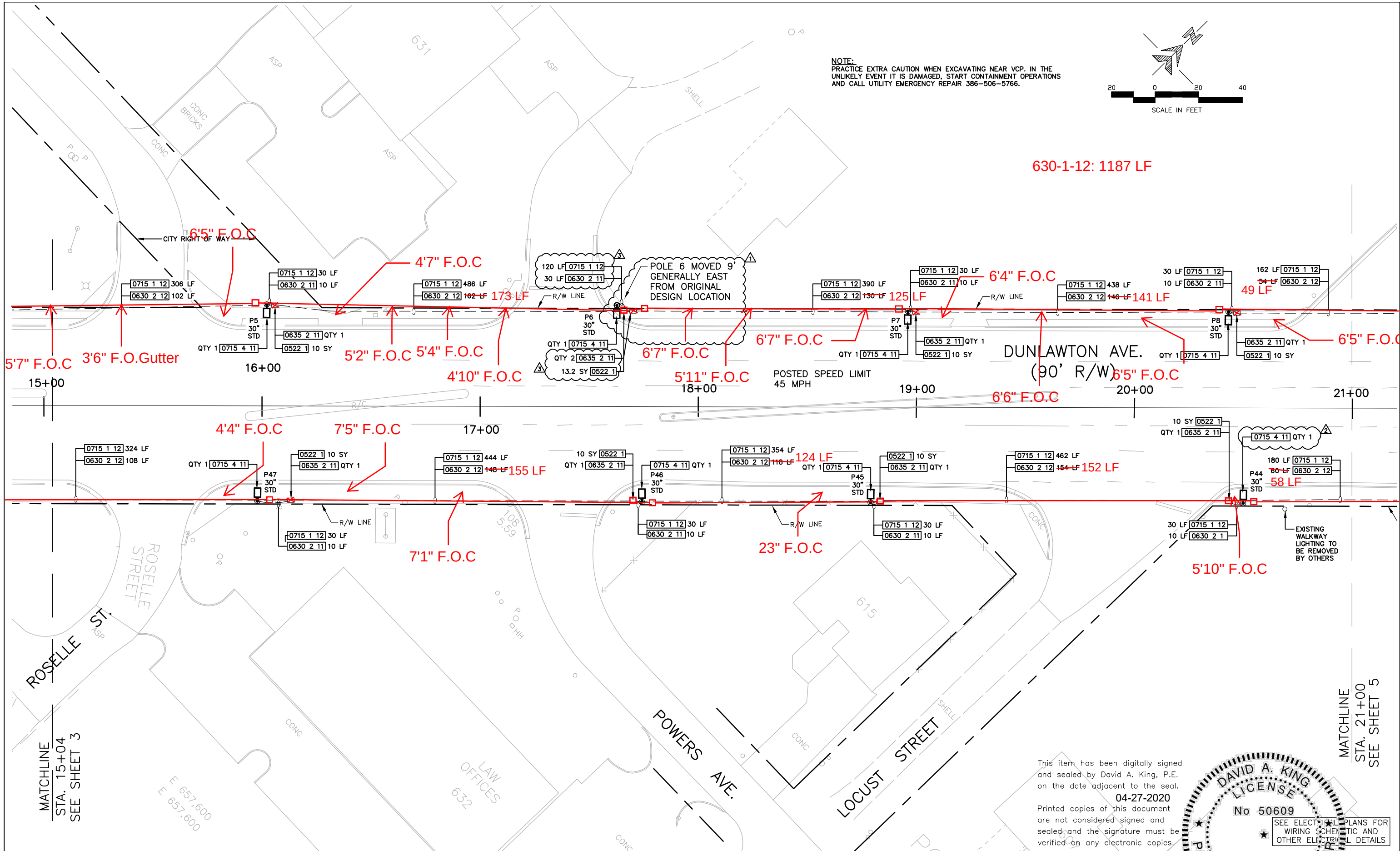
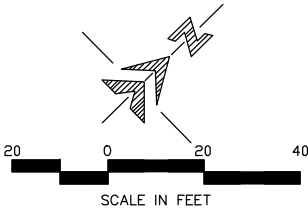
DAVID A. KING
LICENSE
No 50609
SEE ELECTRICAL PLANS FOR
WIRING SCHEMATIC AND
OTHER ELECTRICAL DETAILS

**STATE OF
FLORIDA**
PROFESSIONAL ENGINEER

STATION 15+04 SEE SHEET 4

3
OF 48

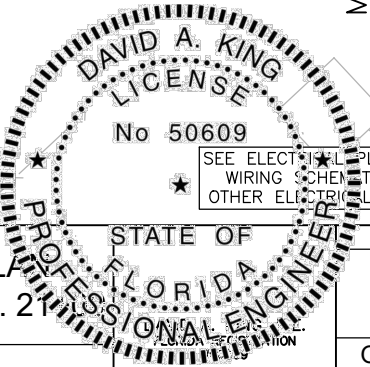
NOTE:
PRACTICE EXTRA CAUTION WHEN EXCAVATING NEAR VCP. IN THE
UNLIKELY EVENT IT IS DAMAGED, START CONTAINMENT OPERATIONS
AND CALL UTILITY EMERGENCY REPAIR 386-506-5766.



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and sealed by David A. King, P.E.
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04-27-2020

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SEE ELECTRICAL PLANS FOR
WIRING SCHEMATIC AND
OTHER ELECTRICAL DETAILS

NO.	BY	REVISIONS	DATE	NO.	BY	REVISIONS	DATE
1	ADK	CONFORMED TO POLES AND FOUNDATIONS	6-13-19				
2	ADK	CONFORMED TO FIELD CONDITIONS	4-17-19				
3	ADK	LIGHT POLE & ELECTRICAL EQUIP. LOCATION ADJ.	1-24-19				

QLH
A Mead & Hunt Company

FLORIDA CERTIFICATE OF AUTHORIZATION NO. 26730
P.O. BOX 290247, PORT ORANGE, FL 32129-0247

CITY OF
PORT ORANGE
VOLUSIA COUNTY, FL

**S.R. 421
(DUNLAWTON AVENUE)
STREET LIGHTING**

PROJECT No. P0298.1

ROADWAY PLANS
STA. 15+00 - STA. 21+00

DRAWN BY: ADK

MATCHLINE
STA. 21+00
SEE SHEET 5

SHEET NO.
4
OF 48

NOTE:
PRACTICE EXTRA CAUTION WHEN EXCAVATING NEAR VCP. IN THE
UNLIKELY EVENT IT IS DAMAGED, START CONTAINMENT OPERATIONS
AND CALL UTILITY EMERGENCY REPAIR 386-506-5766.

630-1-12: 1272 LF

ELECTRICAL PULLBOX
AT BASE OF EXISTING
FPL UTILITY POLE FOR
NEW SERVICE
ENTRANCE CONDUCTORS

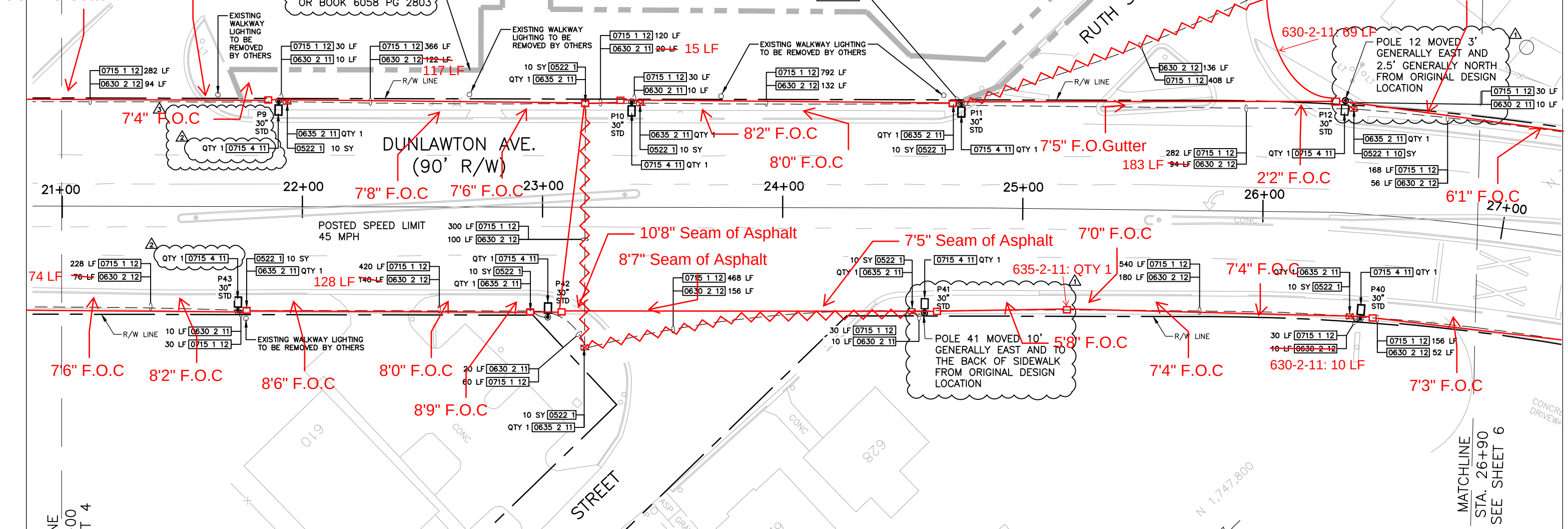
630-2-11: 128 LF

LOAD CENTER MOVED
50' GENERALLY
NORTHEAST TO NEW
LOCATION 5' BEHIND
CURB

CITY 12' UTILITY EASEMENT
OR BOOK 6058 PG 2803

CITY 12' UTILITY EASEMENT
OR BOOK 6058 PG 2803

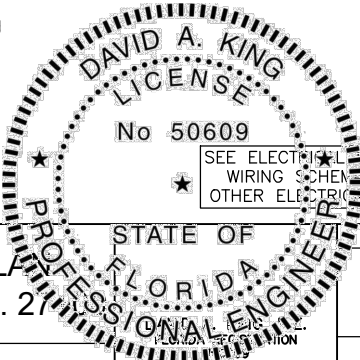
5'3" B.O.Gutter
5'5" B.O.Gutter



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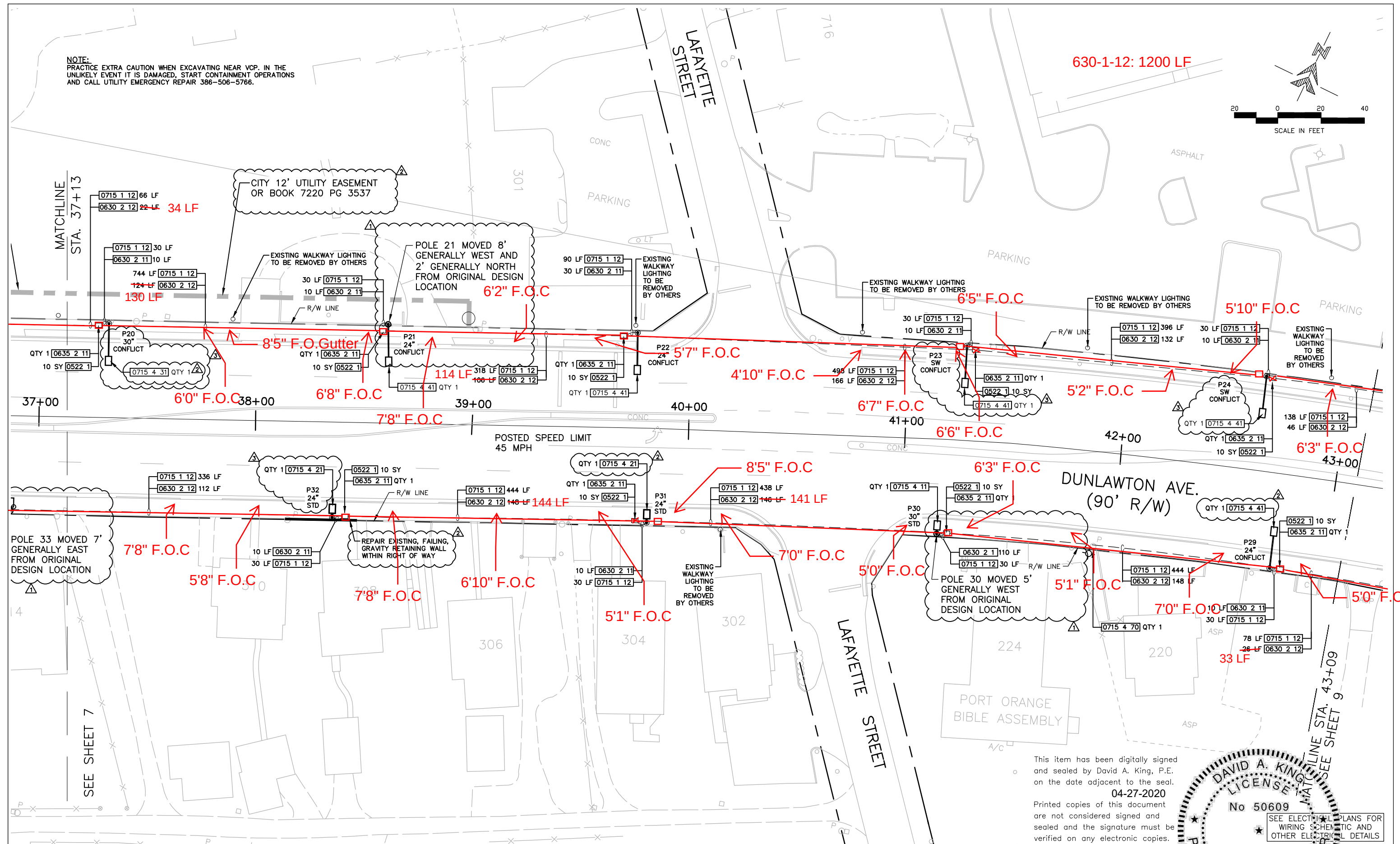
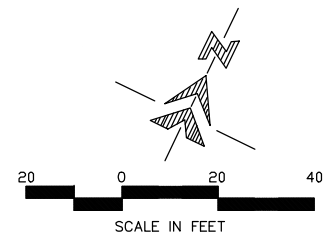
NO.	BY	REVISIONS	DATE	NO.	BY	REVISIONS	DATE
3	ADK	CONFORMED TO POLES AND FOUNDATIONS	6-13-19				
2	ADK	CONFORMED TO FIELD CONDITIONS	4-17-19				
1	ADK	LIGHT POLE & ELECTRICAL EQUIP. LOCATION ADJ.	1-24-19				

QLH
A Mead & Hunt Company
FLORIDA CERTIFICATE OF AUTHORIZATION NO. 26730
P.O. BOX 290247, PORT ORANGE, FL 32129-0247

CITY OF PORT ORANGE VOLUSIA COUNTY, FL	S.R. 421 (DUNLAWTON AVENUE) STREET LIGHTING	ROADWAY PLAN STA. 21+00 - STA. 27+00	DRAWN BY: ADK	PROJECT No. PO298.1	SHEET NO. 5 OF 48

NOTE:
PRACTICE EXTRA CAUTION WHEN EXCAVATING NEAR VCP. IN THE
UNLIKELY EVENT IT IS DAMAGED, START CONTAINMENT OPERATIONS
AND CALL UTILITY EMERGENCY REPAIR 386-506-5766.

630-1-12: 1200 LF



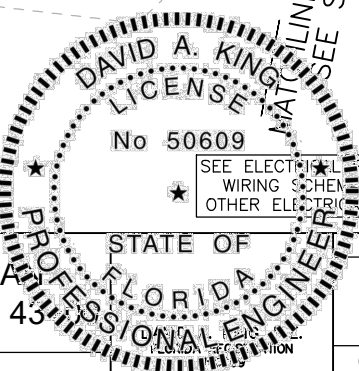
NO.	BY	REVISIONS	DATE	NO.	BY	REVISIONS	DATE
3	ADK	CONFORMED TO POLES AND FOUNDATIONS	6-13-19				
4	ADK	CONFORMED TO FIELD CONDITIONS	4-17-19				
5	ADK	LIGHT POLE & ELECTRICAL EQUIP. LOCATION ADJ.	1-24-19				

FLORIDA CERTIFICATE OF AUTHORIZATION NO. 26730
P.O. BOX 290247, PORT ORANGE, FL 32129-0247

CITY OF
PORT ORANGE
VOLUSIA COUNTY, FL

S.R. 421
(DUNLAWTON AVENUE)
STREET LIGHTING
PROJECT No. PO298.1

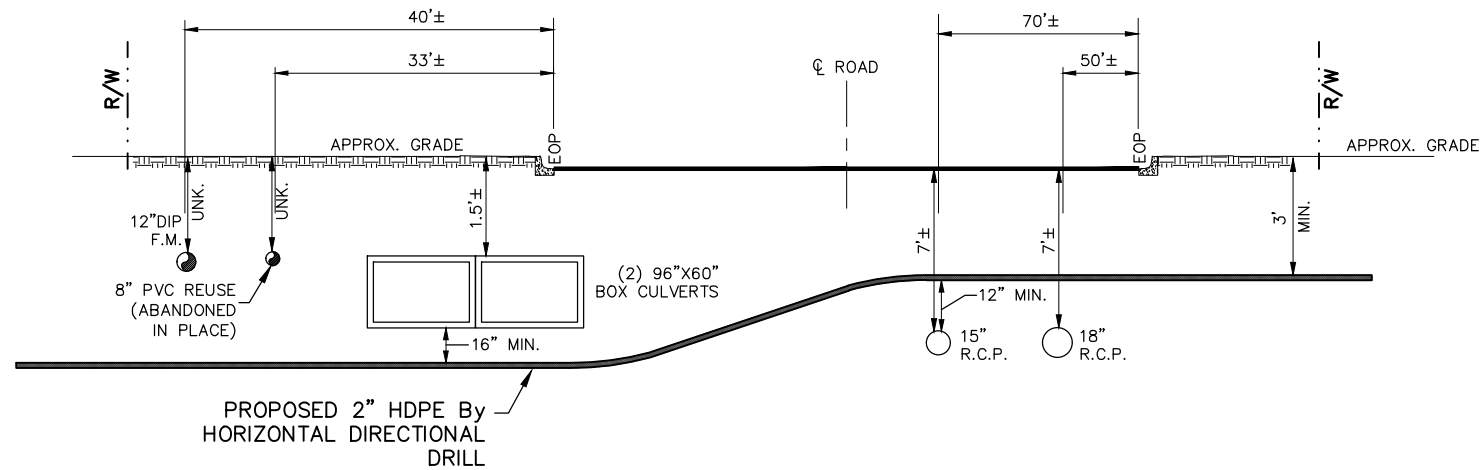
ROADWAY PLAN
STA. 37+00 - STA. 43+00
DRAWN BY: ADK



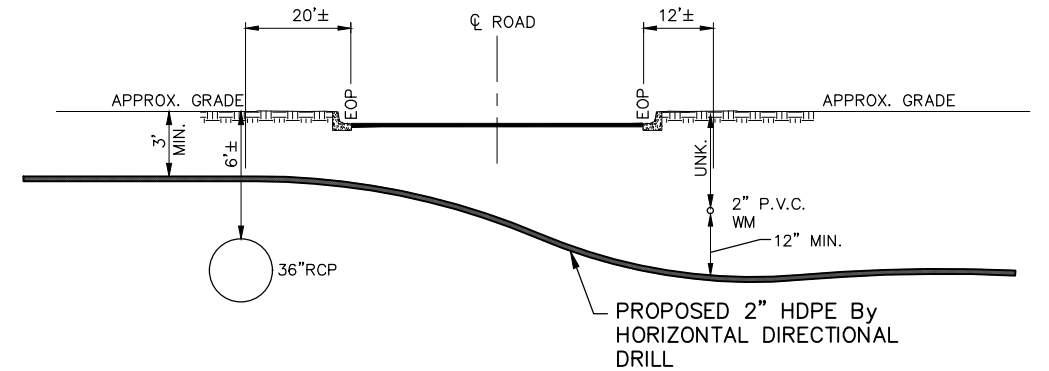
SHEET NO.
8
OF 48

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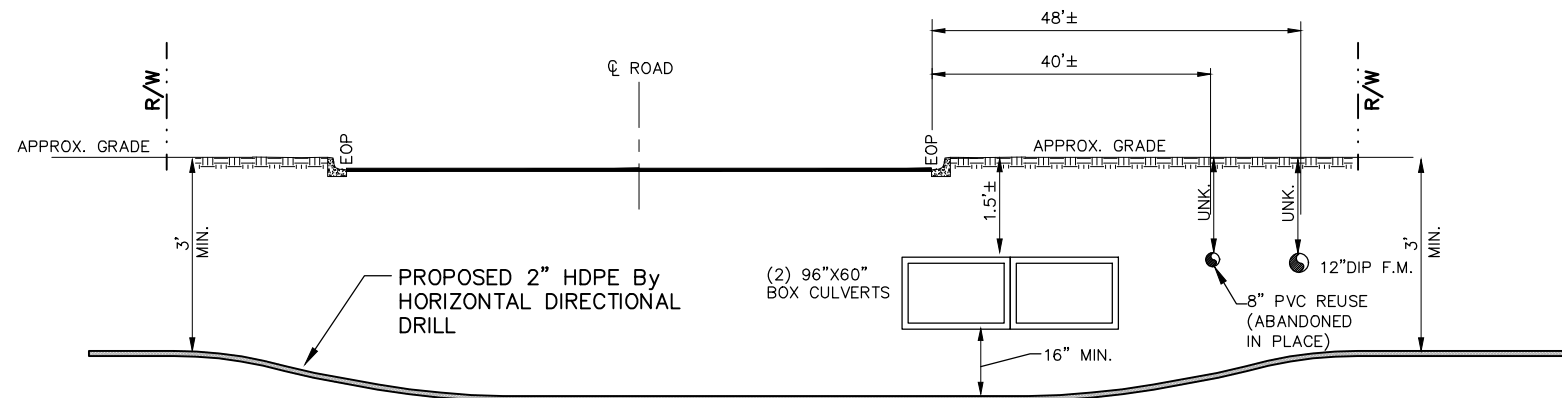
SEE ELECTRICAL PLANS FOR
WIRING SCHEMATIC AND
OTHER ELECTRICAL DETAILS



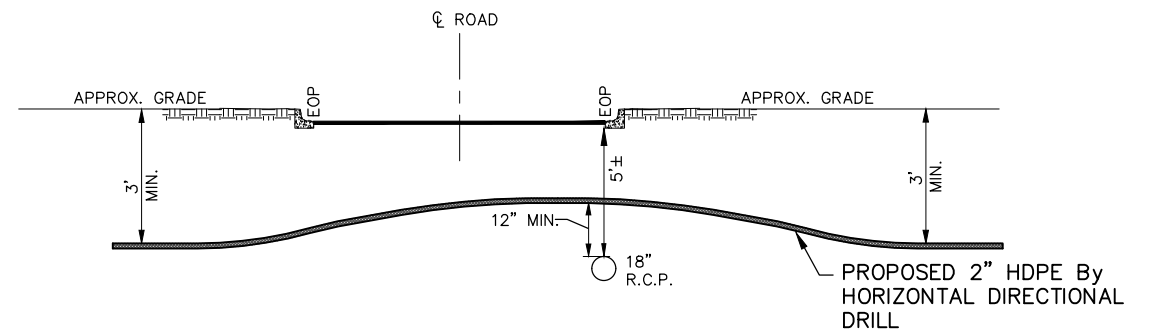
SPRUCE CREEK RD. @ DUNLAWTON AVE.
PROFILE – LOOKING SOUTH
 NTS



ROSELLE ST. @ DUNLAWTON AVE.
PROFILE – LOOKING SOUTH
 NTS

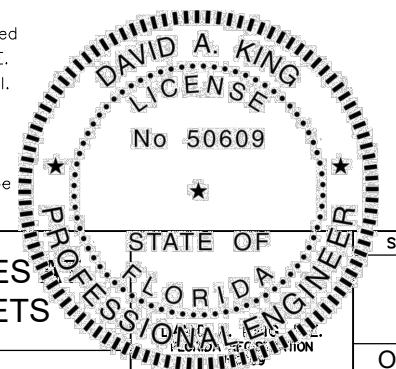


SPRUCE CREEK RD. @ DUNLAWTON AVE.
PROFILE – LOOKING NORTH
 NTS



ROSELLE ST. @ DUNLAWTON AVE.
PROFILE – LOOKING NORTH
 NTS

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CITY OF
PORT ORANGE
 VOLUSIA COUNTY, FL

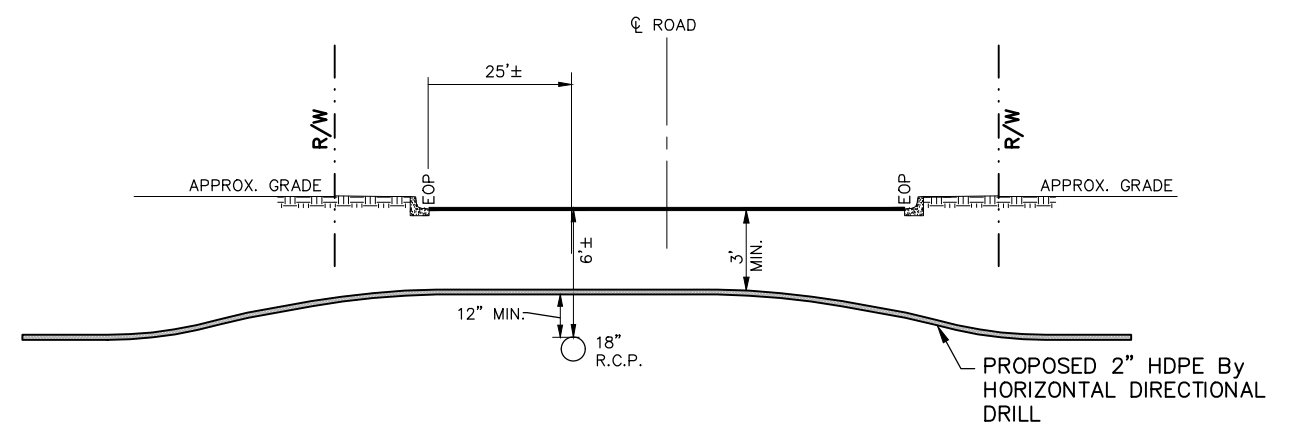
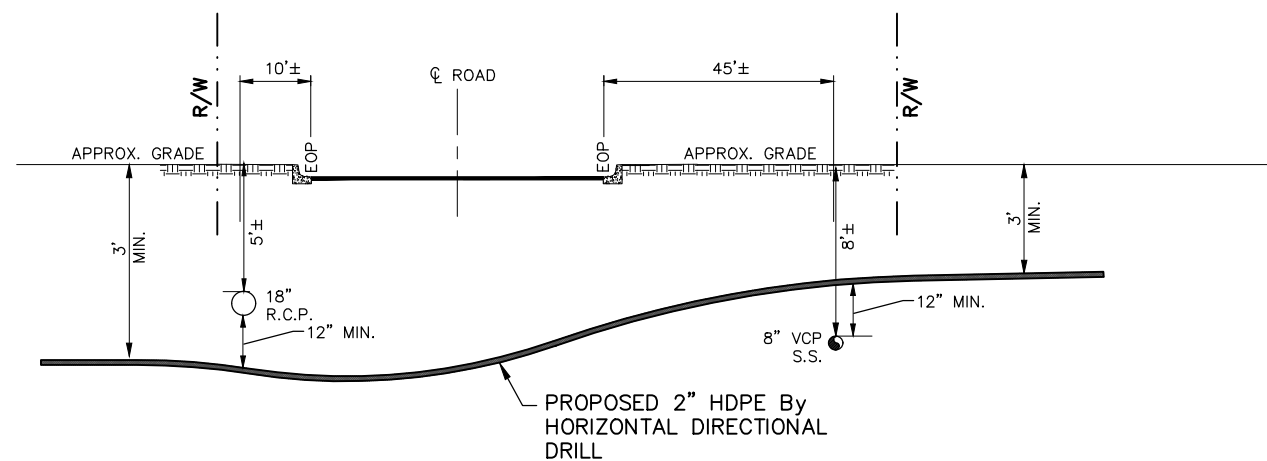
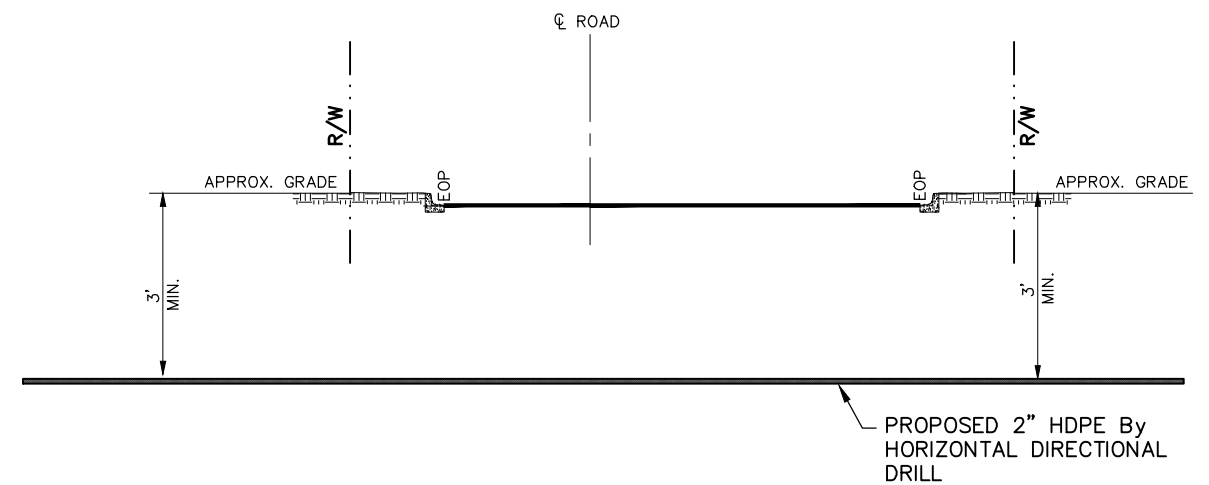
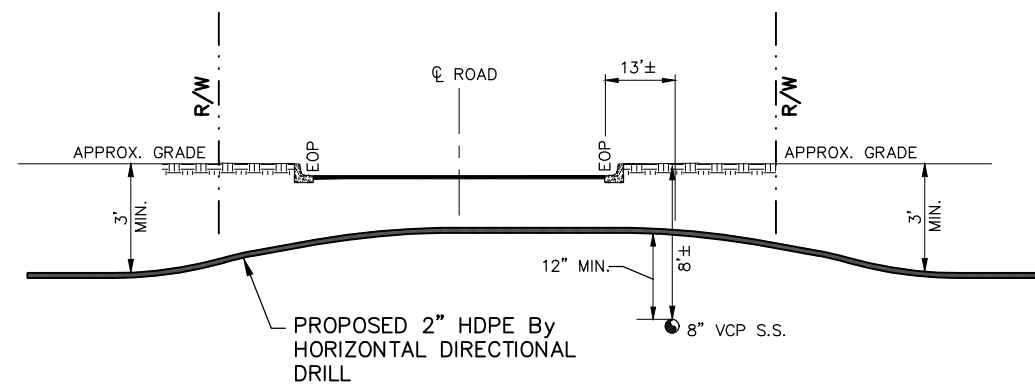
S.R. 421
(DUNLAWTON AVENUE)
STREET LIGHTING

PROJECT No. P0298.1

HDD PROFILES
SIDESTREETS

DRAWN BY: ADK

SHEET NO.
10
 OF 48



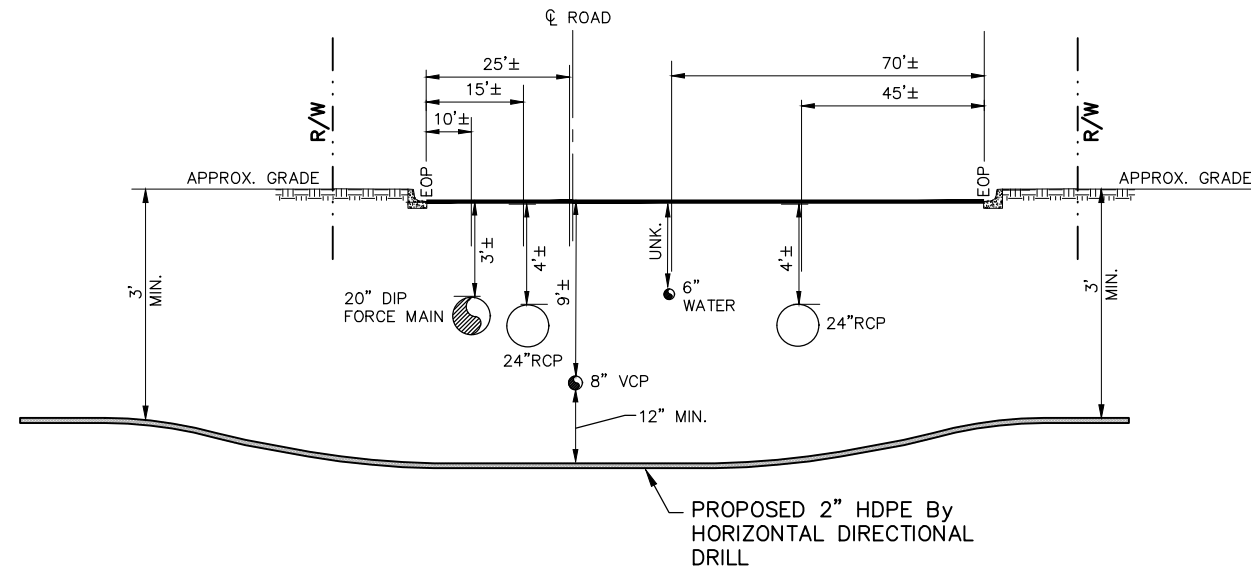
LOOKING NORTH

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on the date adjacent to the seal.

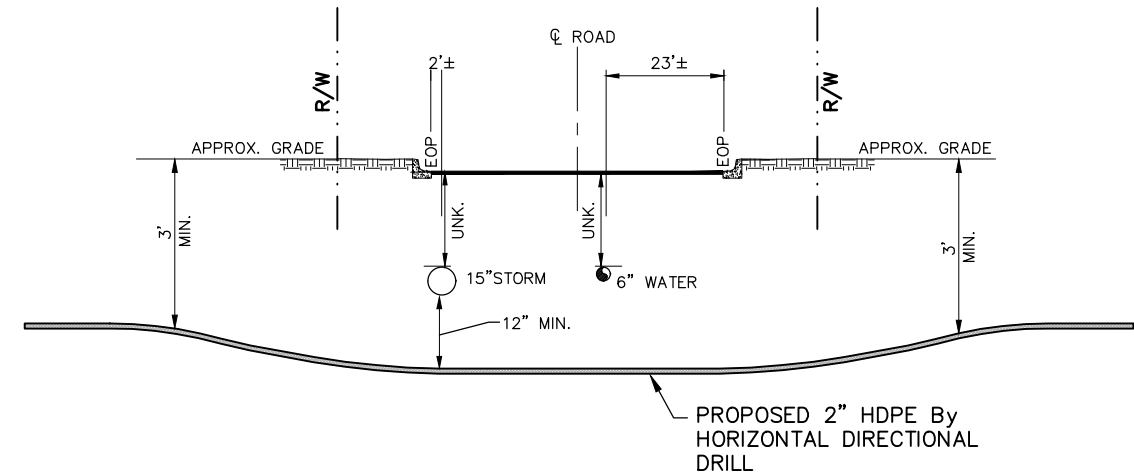
04-27-2020

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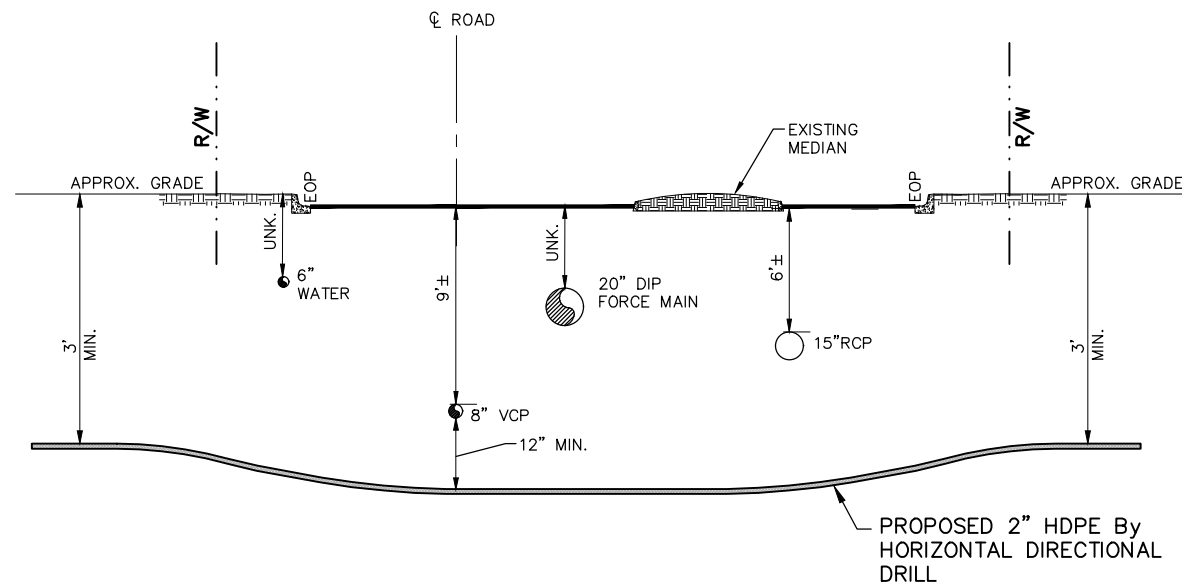
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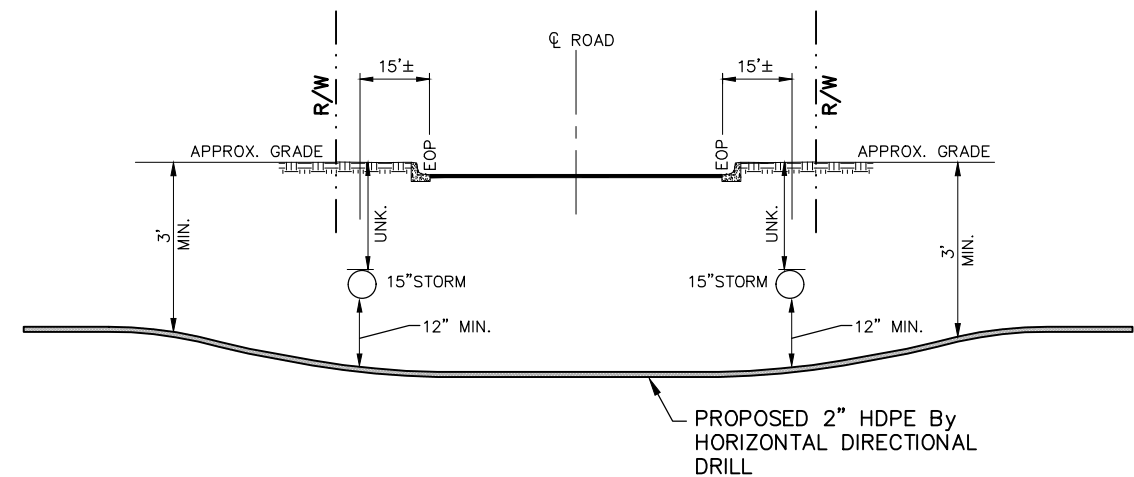
RUTH ST. @ DUNLAWTON AVE.
PROFILE – LOOKING SOUTH
 NTS



ORANGE @ DUNLAWTON AVE.
PROFILE – LOOKING SOUTH
 NTS

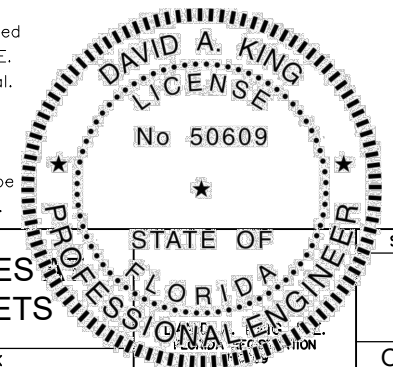


RUTH ST. @ DUNLAWTON AVE.
PROFILE – LOOKING NORTH
 NTS



ORANGE @ DUNLAWTON AVE.
PROFILE – LOOKING NORTH
 NTS

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 VOLUSIA COUNTY, FL

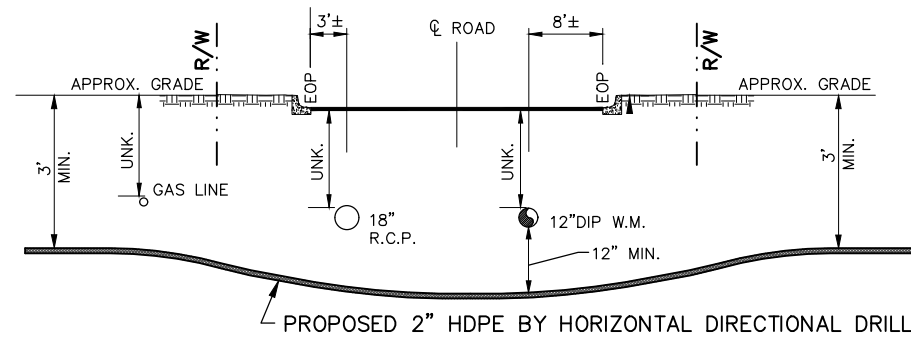
S.R. 421
(DUNLAWTON AVENUE)
STREET LIGHTING

PROJECT No. PO298.1

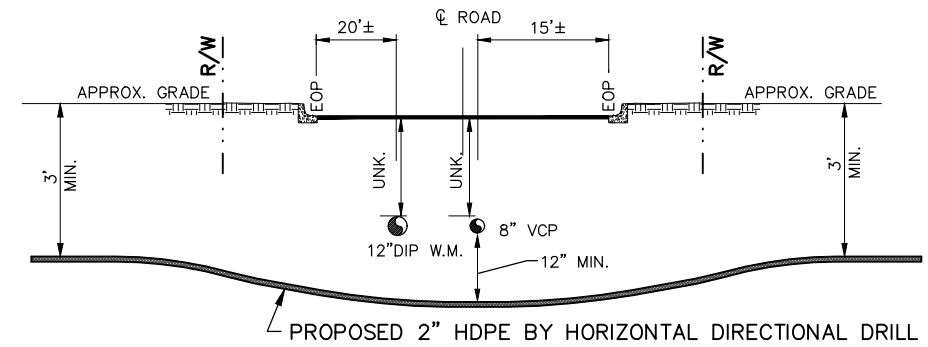
HDD PROFILES
SIDESTREETS

DRAWN BY: ADK

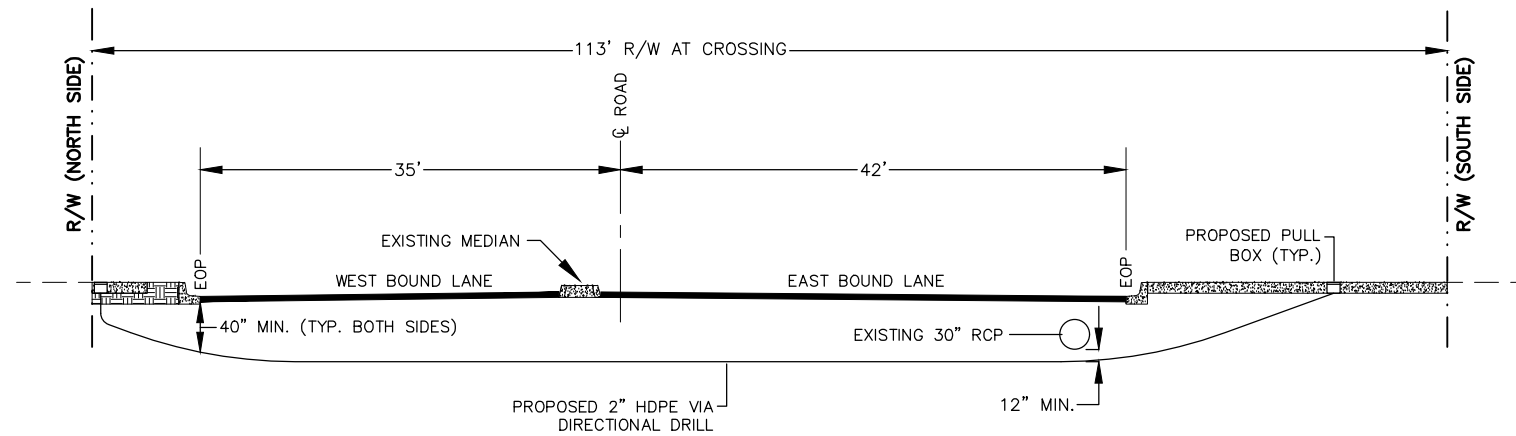
SHEET NO.
12
 OF 48



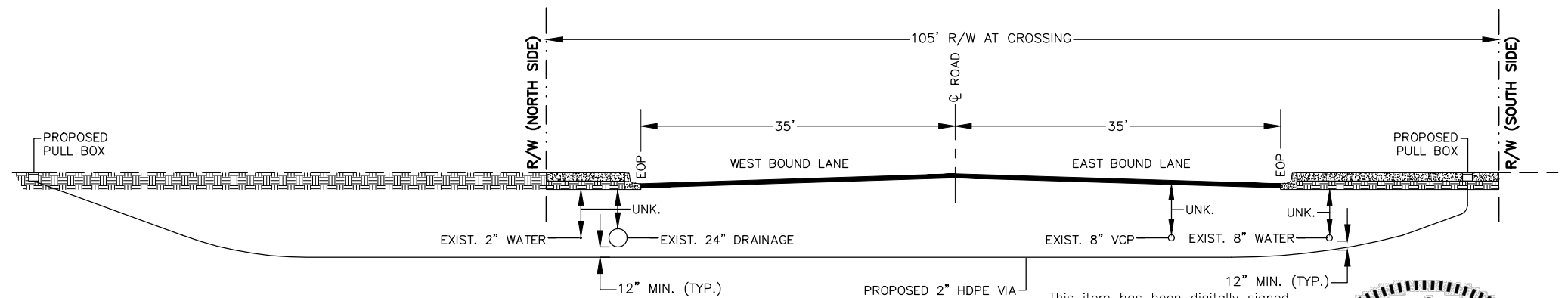
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PROFILE – LOOKING SOUTH
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LAFAYETTE @ DUNLAWTON AVE.
PROFILE – LOOKING NORTH
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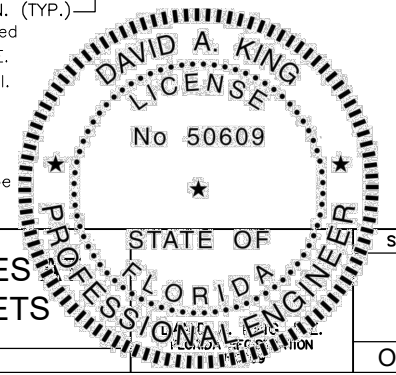


SECTION AT CROSSING STA. 23+18
LOOKING EAST
 NTS



SECTION AT CROSSING STA. 35+47
LOOKING EAST
 NTS

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CITY OF
PORT ORANGE
 VOLUSIA COUNTY, FL

S.R. 421
(DUNLAWTON AVENUE)
STREET LIGHTING

PROJECT No. PO298.1

HDD PROFILES
SIDESTREETS

DRAWN BY: ADK

SHEET NO.
13
 OF 48

MAXIMUM PILOT OR BACK-REAMER BIT DIAMETER WHEN ROTATED 360 DEGREES	
OUTSIDE PIPE DIAMETER INCHES*	MAXIMUM BIT DIAMETER INCHES
<8	DIAMETER+4
8 TO 24	1.5x DIAMETER
>24	DIAMETER+12
*USE MANUFACTURER'S RECOMMENDATION FOR PIPE WITH RESTRAINED JOINTS	

The diagram illustrates the proposed sidewalk routing detail around a proposed electrical rack. The rack is positioned within a sidewalk area, with dimensions indicating a minimum of 6 feet from the rack to the existing right-of-way and existing sidewalk. The rack itself is shown with a width that varies. The sidewalk routing is shown with a minimum of 6 feet from the rack to the proposed sidewalk routing and a minimum of 7 feet from the rack to the existing edge of pavement. The sidewalk routing is shown with a 45-degree turn (TYP) and a minimum of 6 feet from the rack to the proposed sidewalk routing. The diagram also shows the existing right-of-way, existing sidewalk, and existing edge of pavement.

PROPOSED ELECTRICAL EQUIPMENT RACK

6' MIN.

VARIABLES

6' MIN.

EXISTING RIGHT-OF-WAY

EXISTING SIDEWALK

PROPOSED SIDEWALK ROUTING

EXISTING EDGE OF PAVEMENT

45° TYP

6' MIN.

7' MIN.

45° TYP

SIDEWALK ROUTING DETAIL

SCALE: 1/4"=1'-0"

NOTE:
ALL WORK TO BE COMPLETED PER FDOT REQUIREMENTS, INCLUDING INDEX 310

[illegible]



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 12/15/2020

Consent item: Yes

SUBJECT: (C10b) Intent to Award ITB #20-13 to Diamond Cleaners of Port Orange LLC for Dry Cleaning Services at the Police & Fire Departments

DEPARTMENT: Police Services

GOAL: 1 - Public Safety

RECOMMENDED MOTION: Move to approve award of ITB #20-13, Dry Cleaning Services for the Police and Fire Departments to Diamond Cleaners of Port Orange LLC, in an amount not to exceed the appropriated budget; to authorize the Mayor and City Clerk to execute the contract documents.

SUMMARY: The City received two (2) bids for ITB #20-13 for dry cleaning services at the police and fire departments. Scope of work is for thrice weekly pickup and delivery of uniforms for police and fire personnel. Alterations and mending services for uniforms are also to be provided by the vendor. Two bids were received and after close evaluation and review of the bid submittals, staff recommends award to the lowest responsive bidder, Diamond Cleaners of Port Orange, LLC. The unit prices submitted in the bid tabulation are below the current contract's unit pricing. The Police Department budget for dry cleaning services is \$30,000 for the current fiscal year, and the Fire Department budget for dry cleaning services is \$1,100 for the current fiscal year, for a total budget of \$31,100 for the current fiscal year.

Project No.: Funding Account No.:

Presenter:

ATTACHMENTS:

1.	ITB 20-13 Dry Cleaning Draft Standard Contract for Services	ITB 20-13 Dry Cleaning Draft Standard Contract for Services.pdf
2.	ITB 20-13 DRY CLEANING SERVICE FINAL 6.25.20	ITB 20-13 DRY CLEANING SERVICE FINAL 6.25.20.pdf
3.	ITB 20-13 Dry Cleaning Service Intent to Award 11.24.20	ITB 20-13 Dry Cleaning Service Intent to Award 112420.pdf
4.	Diamond Cleaners of Port Orange LLC Submittal 10.22.20	Diamond Cleaners of Port Orange LLC Submittal 10.22.20.pdf
5.	ITB 20-13 Dry Cleaning Services Bid Tabulation Sheet Amended 10.22.20	ITB 20-13 Dry Cleaning Services Bid Tabulation Sheet FINAL 10.22.20.xlsx

Eric Fisher	Created/Initiated - 10/23/2020
William Proctor	Approved - 10/23/2020
Thomas Grimaldi	Approved - 10/23/2020
Lupe Reyna-Coffin	Approved - 10/23/2020
Scott Neils	Approved - 10/23/2020
Matthew Jones	Approved - 12/3/2020
Alan Rosen	Approved - 12/4/2020
Robin Fenwick	Final Approval - 12/4/2020



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 2020, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **DIAMOND CLEANERS OF PORT ORANGE, LLC**, a Florida limited liability corporation whose principal address is 3818 South Nova Road, Suite D, Port Orange, Florida 32127 ("Contractor"). The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

(a) The Contractor hereby agrees to provide to the City laundry and dry cleaning of garments for City Department, Police, and Fire personnel, pursuant to Intent to Bid 20-13 ("ITB 20-13"). This Contract together with ITB 20-13, Addenda, and Contractor's proposal, all of which may be referred to as the "Contract" and all of which are made a part hereof by reference, shall constitute the formal written contract between the City and Contractor. For convenience, Section 3, Scope of Services, from ITB 20-13, and the Bid Tabulation as submitted by Contractor in Contractor's Proposal, are attached hereto as **Exhibit "1"**. A complete copy of ITB 20-13, Addenda, and Contractor's Proposal are available in the Office of the City Clerk. Contractor represents that they are familiar with the documents that make up the Contract, as referenced hereinabove.

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

Term: The initial term of this Contract shall commence on January 16, 2021 and shall continue for a period of one-year ("Initial Term").

Renewals: Upon written agreement of the Parties, this Contract may be renewed for two (2) one-year periods, subject to review and approval of the City Manager and budget appropriation. Manner

and Place: The work shall be performed in accordance with and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances.

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

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

2. City Obligations. In return for the services identified above, the City agrees to compensate the Contractor at the unit pricing set forth in Exhibit "1." The City's obligation to pay Contractor under this Contract is limited to an amount not to exceed the budget appropriation for each fiscal year. Invoices shall reference the appropriate purchase order

number and item number, and shall be accompanied by the signed tickets with the clothing prices itemized. 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 Police Chief, Thomas Grimaldi, shall perform contract administration of this Contract. The City may change the contract administrator, from time to time and at any time, upon written notice to Contractor. For notice provisions, see the paragraph below entitled "Notice."

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

5. Termination for Convenience of the City

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

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

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

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

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

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

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

- (i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:

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

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

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

7. Termination for Default. Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein. In the event of default by the contractor, the City reserves the right to procure the item(s) bid from other sources and holds the bidder responsible for excess costs incurred as a result. City Council may elect to refrain from doing business with the bidder as stipulated in City Code 2-276 Suspension and Disbarment.

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 required by the City to perform the service.

(b) Upon request from the City's custodian of public records, provide the City with a copy of the requested record or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the City.

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

If Contractor does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Contractor may be subject to penalties under Section 119.0701, Florida Statutes.

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

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, as required herein, during the life of this Contract. Contractor shall provide to the City, a certificate of insurance endorsing the City of Port Orange as an additional named insured. All insurance coverages of the Contractor shall be primary and non-contributory. All insurance coverages of the Contractor shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation coverage, the Contractor's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured for workers' compensation. The City shall not accept Workers' Compensation Exemptions. Contractor may use leased employees if the Contractor ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access the jobsite. Any Contractor using a leased employee shall complete the City's Leased Employee Affidavit Form Exhibit. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572.

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. Contractor shall not commence work under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing the required insurance. Insurer shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City no later than 10 days after non-payment. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages.

Contractor shall require and ensure each of its subcontractors to maintain, until the completion of the subcontractor's work, insurance of the types and to the limits set forth herein. All insurance coverages shall be primary and non-contributory. All insurance coverages of the subcontractors shall not seek contribution from any other insurance or self-insurance available to the City. The Contractor is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Contractor to ensure the subcontractors maintain the required coverage, shall not relieve the Contractor of any contractual responsibility, obligation or liability.

The City reserves the right to increase insurance coverage as determined for higher risk contracts.

The acceptance by the City of any Certificate of Insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with this Contract and does not waive the insurance required by this Contract.

Should at any time the Contractor or subcontractors not maintain the insurance coverages required herein, the City may terminate the Contract or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract.

Standard Insurance Requirements											
	Insurance	Standards	Additional Requirements								
☒	<u>Workers' Compensation</u> The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. The City will not accept elective exemptions. Any contractor using an employee leasing company shall complete the Leased Employee Affidavit Form Exhibit.	<table><tr><td><u>Contract Amount</u></td><td><u>Limits</u></td></tr><tr><td>Up to \$10 million</td><td>Statutory/\$500,000</td></tr><tr><td>\$10 - \$20 million</td><td>Statutory/\$1,000,000</td></tr><tr><td colspan="2">Contracts over \$20 million To Be Determined by the City.</td></tr></table>	<u>Contract Amount</u>	<u>Limits</u>	Up to \$10 million	Statutory/\$500,000	\$10 - \$20 million	Statutory/\$1,000,000	Contracts over \$20 million To Be Determined by the City.		☐ If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐ If vessels involved, Jones Act coverage with limits of \$500,000 required.
<u>Contract Amount</u>	<u>Limits</u>										
Up to \$10 million	Statutory/\$500,000										
\$10 - \$20 million	Statutory/\$1,000,000										
Contracts over \$20 million To Be Determined by the City.											
☒	Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$1,000,000 occurrence \$1,000,000 aggregate	☐ When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.								

☒	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles.	<u>Limits:</u> Auto Liability Body Injury and Property Damage: \$1,000,000 each occurrence \$1,000,000 aggregate	
Additional Insurance Requirements			
☐	Property Insurance Builders Risk. <u>Additional Coverage:</u>	<u>Limits:</u> Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☐	Professional Liability	<u>Limits:</u> Coverage - \$1,000,000	
☐	Installation Floater (IT)	<u>Limits:</u> Coverage - \$ <u>To be determined.</u>	
☐	Contractor Pollution Liability	<u>Limits:</u> Coverage - \$1,000,000	
☐	Errors and Omissions	<u>Limits:</u> Coverage - \$1,000,000	
☐	Umbrella Policy	<u>Limits:</u> Coverage - \$ <u>To be determined.</u>	
☐	Payment and Performance Bond Required	<u>Limits:</u> Coverage - Equal to amount of Contract.	
☐	City Manager waives Payment and Performance Bond for work under \$25,000.00.		
☐	Unless otherwise required by law, City Manager waives Insurance for FOB goods under \$25,000.00.		

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

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

14. Modifications or Changes to this Contract

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

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

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

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

15. Sovereign Immunity. The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract

to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

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

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

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

18. Inspection

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

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as provided in the clause of this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

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

19. Liability for Loss or Damage.

(a) 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.

(b) To the fullest extent permitted by law, in addition to the express duty to indemnify City when there is any causal connection between Contractor's work and any injury, loss, damage, death or property damage, Contractor expressly undertakes a duty to defend City as a separate duty, independent of and broader than the duty to indemnify. The duty to defend agreed to by Contractor hereby expressly include all costs of litigation, attorney's fees, settlement costs and reasonable expenses in connection with the litigation, whether or not the claims made for loss, injury, damage or property damage are valid or groundless and regardless of whether the defense of City is maintained by the City or assumed by Contractor as long as the claims made could be causally connected to Contractor as reasonable determined by City.

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

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

23. **Controlling Law.** **THIS 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.* This Contract includes all additional provisions as may have been outlined in written quotes and purchase orders and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work. In the event of a conflict between any attachments or exhibits to this Contract, and this Contract, the language of this Contract shall control.

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

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

City:	City of Port Orange Attention: City Manager 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5501
Copy to:	City of Port Orange Attention: Thomas Grimaldi, Police Chief 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5870
Contractor:	Diamond Cleaners of Port Orange, LLC Attention: Nancy E. Nietubyc, Managing Member 725 Crane Court Port Orange, Florida 32127 (386) 788-7482 – Telephone nansuncia@gmail.com 3818 South Nova Road Suite D Port Orange, Florida 32127

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]

DIAMOND CLEANERS OF PORT ORANGE, LLC

Witnesses:

Printed Name:_____

Printed Name:_____

By: _____

Nancy E. Nietubyc, Managing Member

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 VOLUSIA

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization, this _____ day of _____, 2020, by Nancy E. Nietubyc, as Managing Member of Diamond Cleaners of Port Orange, a Florida limited liability corporation. She is ___ personally known or ___ produced _____ as identification.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Donald O. Burnette, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

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

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

Witnesses:

ATTEST:

Printed Name: _____

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

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

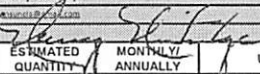
The foregoing instrument was acknowledged before me, by means of ____ physical presence or ____ online notarization, this ____ day of _____, 2020, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city. She is ____ personally known or ____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

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

EXHIBIT “1”

Contractor's Quote

Consisting of 1 Page

 "ATTACHMENT 1" ITB 20-13 SCHEDULE OF UNIT PRICING BID FORM CITY OF PORT ORANGE ITB #20-13 DRY CLEANING SERVICES					
Completed Attachment 1 Bid Proposal form MUST be included with Bid Submission					
Instruction to save Attachment from Demandstar website: Perform "File Save As" and save spreadsheet to your computer. Fill in pricing in the highlighted cells electronically. Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated, if submitted electronically.					
NAME OF BUSINESS: Diamond Cleaners of Port Orange LLC					
CONTACT PERSON: Nancy Nietubyc					
EMAIL ADDRESS: nancy@diamondcleaners.com					
AUTHORIZED SIGNATURE: 					
ITEM #	DESCRIPTION	ESTIMATED QUANTITY	MONTHLY/ANNUALLY	UNIT PRICE	EXTENDED PRICE
POLICE DEPARTMENT/UNIFORM PERSONNEL					
1	Pants/Trousers	175	Monthly	\$ 2.30	\$ 402.50
2	Short Sleeve Uniform Shirts	50	Monthly	\$ 1.47	\$ 73.50
3	Summer Uniform Shirts (Pullover Style)	175	Monthly	\$ 1.37	\$ 239.75
4	Polo Style Shirts (Marked w/ Dept. Insignia)	50	Monthly	\$ 1.96	\$ 98.00
5	Clip On Polyester Ties	5	Monthly	\$ 2.44	\$ 12.20
6	Winter Jackets	50	Annually	\$ 5.87	\$ 293.50
7	Jail Jumpsuits	5	Monthly	\$ 5.87	\$ 29.35
8	Repairs/Alterations/Mending	15	Monthly	\$ 9.78	\$ 146.70
POLICE DEPARTMENT SUBTOTAL:					\$ 1,295.50
DETECTIVE/ADMINISTRATIVE PERSONNEL/UNDERCOVER (PLAIN CLOTHES)					
1	Pants/Trousers	200	Monthly	\$ 2.30	\$ 460.00
2	Short Sleeve Button-Up Shirts	10	Monthly	\$ 1.47	\$ 14.70
3	Long Sleeve Button-Up Shirts	125	Monthly	\$ 1.71	\$ 213.75
4	Polo/Golf Style Shirts	125	Monthly	\$ 1.96	\$ 245.00
5	Female Blouses	30	Monthly	\$ 2.44	\$ 73.20
6	Skirts	10	Annually	\$ 3.67	\$ 36.70
7	Dresses	5	Annually	\$ 6.84	\$ 34.20
8	Ties	20	Monthly	\$ 2.44	\$ 48.80
9	Sport Coats (Suit Jackets)	25	Annually	\$ 3.42	\$ 85.50
10	Sweaters	10	Annually	\$ 2.93	\$ 29.30
DETECTIVE/ADMINISTRATIVE PERSONNEL/UNDERCOVER SUBTOTAL:					\$ 1,241.15
FIRE/RESCUE DEPARTMENT					
1	Shirts	150	Monthly	\$ 1.71	\$ 256.50
2	Trousers	150	Monthly	\$ 2.30	\$ 345.00
3	Jackets	30	Annually	\$ 3.42	\$ 102.60
4	Repairs	10	Monthly	\$ 9.78	\$ 97.80
5	Skirts	8	Monthly	\$ 3.67	\$ 29.36
FIRE/RESCUE DEPARTMENT SUBTOTAL:					\$ 831.26
CODE ENFORCEMENT					
1	Repairs	5	Annually	\$ 9.78	\$ 48.90
CODE ENFORCEMENT SUBTOTAL:					\$ 48.90
TOTAL BASE BID:					\$ 3,416.81

CITY OF PORT ORANGE, FLORIDA

INVITATION TO BID

DRY CLEANING SERVICES

ITB #20-13



City of Port Orange Purchasing Division

Prepared by: Michael Hall, Buyer
Release Date: September 24, 2020

Bid Due Date & Time: October 22, 2020 at 2:30 P.M.

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



Legal Notice to Proposers

ITB #20-13 DRY CLEANING SERVICES

Notice is hereby given that the City of Port Orange is soliciting bids for ITB #20-13 DRY CLEANING SERVICES. Bids will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until **2:30 P.M. on October 22, 2020** which may be amended by addendum issued by the City. All untimely Bids will not be considered and will be returned to the Bidder unopened. All Bids will be evaluated to ensure they contain all required forms to deem the Bidder responsive or non-responsive. Bids will be opened and read aloud at 2:30 P.M. in Council Chambers.

DESCRIPTION: *The City of Port Orange is soliciting sealed bids for the provision of laundry and dry cleaning of garments for City Department, Police and Fire personnel.*

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

Copies of the Bid documents, requirements, scope of service and all other pertinent information necessary to submit a complete package may be obtained electronically from the City of Port Orange website at www.port-orange.org/bids.aspx and DemandStar via their website at www.demandstar.com. All questions shall be directed **in writing** to the Buyer, Michael Hall, mhall@port-orange.org or purchdiv@port-orange.org and reference **"Questions on ITB #20-13 DRY CLEANING SERVICES"** in the subject line. Last day for questions will be **October 8, 2020 at 5:00 P.M.**

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

NO bid shall be withdrawn for a period of ninety (90) days subsequent to the bid opening without the consent of the City of Port Orange, Florida.

No Bids received after the time and date specified for the opening will be considered. The City of Port Orange, Florida reserves the right to reject any and all Bids, to waive any and all non-substantial irregularity in Bids received, whenever such waiver or rejection is in the best interest of the City.

Bids shall be **submitted in the City Clerk's office** with one (1) original and one (1) identical digital (CD or flash drive) version in PDF format, addressed to Michael Hall, Buyer, Finance Department, City Hall, 1000 City Center Circle, Port Orange, Florida 32129 in a **SEALED ENVELOPE/PACKAGE** plainly marked on the outside: **"ITB #20-13 DRY CLEANING SERVICES"**.

Michael Hall, Buyer
Legal Ad - One Time – **September 24, 2020**

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



SEALED BID • DO NOT OPEN	
SEALED BID NO.	ITB #20-13
BID TITLE:	DRY CLEANING SERVICES
DUE DATE/TIME:	October 22, 2020 at 2:30 P.M.
SUBMITTED BY:	(Name of Company)
DELIVER TO:	City of Port Orange City Clerk's Office Attn: Michael Hall Buyer Finance Department 1000 City Center Circle Port Orange, Florida 32129
DATE/TIME RECEIVED:	(To be stamped by Clerk's Office)

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SECTION 1 – PURPOSE AND OVERVIEW

The purpose for this Invitation to Bid (ITB) is to solicit competitive sealed bids from Firms or Companies (Vendors) for the provision of laundry and dry cleaning of garments for City Department, Police and Fire personnel.

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

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SECTION 2 – INSTRUCTIONS TO BIDDERS

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

TIMELINE (Local Time):

The City reserves the right to alter dates as needed.

Date of Distribution:September 24, 2020

Deadline for Questions:October 8, 2020 by 5:00 P.M.

Final Addendum Posting:October 15, 2020 by 5:00 P.M.

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

City Council Meeting for Approval of Recommendation of AwardTo Be Determined

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

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

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

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

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

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

Vendors are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your bid, proposal, statement or quotation is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. This office will not be responsible for deliveries made to any place other than the specified address.

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

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

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

QUESTIONS REGARDING THIS ITB:

All questions shall reference “**ITB #20-13 DRY CLEANING SERVICES**” in the subject line. All questions concerning this ITB shall be submitted in writing no later than the date and time referenced in the Timeline above to:

Michael Hall
Buyer
1000 City Center Circle
Port Orange, FL 32129
mhall@port-orange.org or
purchdiv@port-orange.org

ADDENDA REGARDING THE INVITATION TO BID:

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. Vendors should not rely on any representations, statements or explanations other than those made in this ITB or in any addendum to this ITB. Where there appears to be a conflict between the ITB and any addenda issued, the last addendum issued will prevail. It is the Vendor's responsibility to be sure all correct number of addenda was received. The Vendor should verify with the designated contact persons prior to submitting a Bid that all addenda have been received. Vendors should acknowledge the correct number of addenda received as part of their Bids. It is the responsibility of the Vendor to ensure all addenda have been received prior to submitting a bid.

Written responses, in the form of an addendum, will be provided via the City website www.port-orange.org/bids.aspx and DemandStar websites. www.demandstar.com.

The City of Port Orange reserves the right to consider the omission of an acknowledgement of addendum as cause for rejection of the ITB submittal.

This provision exists solely for the convenience and administrative efficiency of the City of Port Orange. No Vendor or other third party gains any rights by virtue of this provision or the application thereof, nor shall any Vendor or third party have any standing to sue or cause of action arising there from.

CLARIFICATIONS:

It is the Vendor's responsibility to become familiar with and fully informed regarding the terms, conditions and specifications of this ITB. Lack of understanding and/or misinterpretation of any portions of this ITB shall not be cause for withdrawal of your Bid after opening or for subsequent protest of award. Vendors must contact the Purchasing Representative, at the email provided, should clarification be required.

Modification or alteration of the documents contained in the solicitation or contract shall only be valid if mutually agreed to in writing by the parties.

Only the locked, fillable Excel document provided by the City with this ITB will be accepted for submittal of the Vendor's Bid/Cost/Fee Proposal. Any other form of submittal will be deemed non-responsive.

MINIMUM QUALIFICATIONS:

Vendors shall be licensed to do business in the State of Florida. Submit Sunbiz report showing your company registered as “Active”.

Vendors must be properly registered and licensed to provide the goods or services identified in the scope of work, by all applicable state and local agencies.

Vendors must provide a minimum of three (3) verifiable references from similar scopes of work as identified in this ITB on the provided "Professional References" form. Failure to provide references that verify required experience will cause the Vendor to be deemed non-responsive. The City of Port Orange is not to be used as a reference.

NO LOBBYING:

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

PRICING SHEETS:

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

EXCEPTIONS TO SPECIFICATIONS:

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

BID SUBMISSION AND WITHDRAWAL:

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

CORRECTION OF BIDS:

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

WITHDRAWAL OF BIDS:

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

OPENING OF BIDS:

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

REJECTION OF BIDS:

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

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

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

OWNERSHIP OF DOCUMENTS:

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

AMERICANS WITH DISABILITIES ACT (ADA):

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

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SECTION 3 – SCOPE OF WORK

PROJECT DESCRIPTION:

The City of Port Orange is soliciting sealed bids for the provision of laundry and dry cleaning of garments for City Department, Police and Fire personnel.

SCOPE OF WORK:

DRY CLEANING SERVICES FOR POLICE AND FIRE DEPARTMENT PERSONNEL UNIFORMS

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, 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, 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 (*may or 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 necessary 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/laundrying, the successful vendor/firm must also be able to provide alterations and mending services on site 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) calendar day** turnaround time frame. A dry-cleaning receipt slip shall be provided by the vendor for each individual who 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 Police Department may utilize the alteration/mending service for the sewing on of their patches, or in hemming trousers. Their uniforms consist of shirts, trousers and jackets as well.

DELIVERY:

Turnaround time for the laundry cleaning service for both the Police (uniformed and non-uniformed personnel) and Fire Departments uniforms must be returned within **five (5) calendar days maximum**.

The Police Department and Fire Department requires their laundry to be picked up and delivered three (3) times per week (*schedule of days to be agreeable between respective parties*) from the locations listed below. A specific laundry area/room will be provided for this service at 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. The Fire Department is located at 1090 City Center Boulevard 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 must be accompanied by the signed tickets with the clothing pieces itemized.

Term:

The term of this contract will be for a one (1) year period of time. The contract may be renewed for an additional two (2) one (1) year periods of time, if mutually agreeable with all parties.

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	175 estimated monthly
Short Sleeve Uniform Shirts	50 estimated monthly
Summer Uniform Shirts (<i>pull over style</i>)	175 estimated monthly
Polo Style Shirts (<i>marked w/ Dept. Insignia</i>)	50 estimated monthly
Clip on Polyester Ties Winter	5 estimated monthly
Jackets	50 estimated annually
Jail Jumpsuits	5 estimated monthly
Repairs/Alterations/Mending	15 estimated monthly

DETECTIVE/ADMINISTRATIVE PERSONNEL/UNDERCOVER (Plain Clothes)

Pants/Trousers	200 estimated monthly
Short Sleeve Button up Shirts	10 estimated monthly
Long Sleeve Button up Shirts	125 estimated monthly
Polo/Golf Style Shirts Female	125 estimated monthly
Blouses	30 estimated monthly
Skirts	10 estimated annually
Dresses	5 estimated annually
Ties	20 estimated monthly
Sport Coats (<i>Suit Jackets</i>)	25 estimated annually
Sweaters	10 estimated annually

FIRE/RESCUE DEPARTMENT

Shirts:	150 estimated monthly
Trousers:	150 estimated monthly
Jackets:	30 estimated annually
Repairs:	10 estimated monthly
Skirts:	8 estimated monthly

CODE ENFORCEMENT

Repairs:	5 estimated annually
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SECTION 4 – STANDARD PURCHASE DEFINITIONS

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

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

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

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

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SECTION 5 – GENERAL TERMS AND CONDITIONS

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

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

1. **ACCEPTANCE BY CITY**

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

2. **ADDENDUM**

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

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

3. **ADDITIONAL GOODS**

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

4. **ANTI-COLLUSION STATEMENT**

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

5. **APPLICABLE LAWS**

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

6. **ASSIGNMENT**

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

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

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

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

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

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

8. **AWARDS**

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

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

The City does not award publicly funded contracts to those who knowingly employ unauthorized alien workers in violation of section 274A(e) of the Immigration and Naturalization Act, 8 United States Code s1324a(e). Such employment deprives legal workers of job opportunities. Violation of section 274A(e) shall be grounds for unilateral cancellation of the contract, Contract, proposal or quote for purchase of services and goods by the City of Port Orange.

9. **AWARD AND EXECUTION OF CONTRACT:**

When a bid received has been determined to be satisfactory, a Contract will be awarded, or Purchase Order issued to the LOWEST Responsible Bidder within the time designated in the Contract Documents. The Bidder(s) to whom the award is made shall execute the Contract(s) and return it, together with the properly executed bonds and insurance certificates to the office of the Owner, within the time specified

10. **BID RETURNS**

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

11. **BID PROTEST**

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

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

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

12. **BID/PROPOSAL TABULATION**

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

13. **BONDS**

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

14. **CERTIFICATE OF INSURANCE**

If required upon notice of intent to award contract resulting from this solicitation, the selected Vendor will be required to submit a Certificate of Insurance showing proof of adequate coverage for professional general liability, errors and omissions and workers' compensation as identified under the insurance requirements of this solicitation and listing the City of Port Orange as a Certificate Holder prior to execution of the contract.

15. **CHANGE ORDERS**

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

16. **CHANGE ORDER REQUEST NOTIFICATION**

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

17. **CLEAN UP**

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

18. **CONDUCT OF VENDORS**

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

19. **CONE OF SILENCE**

The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the execution of the award. The Cone of Silence is defined as the period beginning with the issuance of the solicitation document and continues through the execution of the award document. During this time vendors, service providers and the like are prohibited from all communications regarding the solicitation with City staff, City consultants, City legal counsel, City Agents, or elected officials.

Any vendor who initiates any discussions or attempts to influence a member or members of the aforementioned shall be disqualified from continued participation in the procurement process with regard to that particular solicitation.

Exceptions to the Cone of Silence:

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

20. **CONFLICT OF INTEREST**

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

21. **CONFLICT OF INSTRUCTIONS**

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

22. **CONTRACT**

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

23. **CONTRACT OBLIGATION**

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

24. **CONTRACT RENEWALS**

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

25. **COOPERATIVE PURCHASING**

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

26. **COPYRIGHT AND PATENT RIGHTS**

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

27. **COST INCURRED BY VENDOR**

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

28. **DAMAGE**

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

29. **DEBARMENT HISTORY**

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

30. **DEFAULT PROVISIONS**

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

31. **DELIVERY OF GOODS/SERVICES**

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

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

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

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

32. **DETERMINATION OF LOWEST AND BEST RESPONSIBLE BIDDER /PROPOSER**

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

- a. The ability, capacity and skill of the Bidder/Proposer to perform the contract.
- b. Whether the Bidder/Proposer can perform the contract within the time specified, without delay or interference.
- c. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder/Proposer.
- d. The quality of performance of previous contracts.
- e. The previous and existing compliance by the Bidder/Proposer with laws and ordinances relating to the contract.
- f. The sufficiency of the financial resources and ability of the Bidder/Proposer to perform the contract or provide the service.
- g. The quality, availability and adaptability of the supplies or contractual services to the particular use required.
- h. The ability of the Bidder/Proposer to provide further maintenance and service for the use of the subject of the contract.
- i. The number and scope of conditions attached to the bid.
- j. Such other factors as appear to the city council to be pertinent to the bid or the contract under all of the circumstances involved.

33. **DISCLOSURE OF CONFLICTS**

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

34. **DISQUALIFICATION OF BIDDER/PROPOSER**

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

35. **EVALUATION**

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

36. **EXCEPTIONS TO SPECIFICATIONS**

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

37. **E-VERIFY**

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

38. **FACILITIES**

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

39. **FAILURE TO RESPOND**

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

40. **FINANCIAL STABILITY**

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

41. **FORCE MAJEURE**

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

42. **GOVERNING FORMS**

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

43. **GOVERNING LAW**

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

The City of Port Orange is also governed by the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, as the method of selecting architects, engineers and land surveyors. The City has utilized the procedures in the Act for Professional counselors, environmentalists,

planners, general contractors, computer systems, designers, telecommunications consultants, maintenance technicians, financial services and other professional services.

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

44. **GRANT FUNDING**

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

45. **HIPAA COMPLIANCE**

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

46. **IDENTICAL TIE BIDS**

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

47. **INDEMNIFICATION/HOLD HARMLESS**

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

48. **INDEPENDENT CONTRACTOR**

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

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

49. INSPECTIONS AND TESTING

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

50. INSURANCE

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

51. INSURANCE CANCELLATION

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

52. INSURANCE REQUIREMENTS

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

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

<i>Standard Insurance Requirements</i>			
	Insurance	Standards	Additional Requirements
☐	<u>Workers' Compensation</u> The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. The City will not accept elective exemptions. Any contractor using an employee leasing company shall complete the Leased Employee Affidavit (Exhibit A).	<u>Contract Amount Limits</u> Up to \$10 million Statutory/\$500,000 \$10 - \$20 million Statutory/\$1,000,000 Contracts over \$20 million To Be Determined by the City.	☐ If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐ If vessels involved, Jones Act coverage with limits of \$500,000 required.
☐	Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$1,000,000 occurrence \$1,000,000 aggregate	☐ When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
☐	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles.	<u>Limits:</u> Auto Liability Body Injury and Property Damage: \$1,000,000 each occurrence \$1,000,000 aggregate	
<i>Additional Insurance Requirements</i>			
☐	Property Insurance Builders Risk. <u>Additional Coverage:</u>	Limits: Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☐	Professional Liability	Limits: Coverage - \$1,000,000	
☐	Installation Floater (IT)	Limits: Coverage - \$ <u>To be determined.</u>	
☐	Contractor Pollution Liability	Limits: Coverage - \$1,000,000	
☐	Errors and Omissions	Limits: Coverage - \$1,000,000	
☐	Umbrella Policy	Limits: Coverage - \$ <u>To be determined.</u>	
☐	Payment and Performance Bond Required	Limits: Coverage - Equal to amount of Contract.	
☐	City Manager waives Payment and Performance Bond for work under \$25,000.00.		
☐	Unless otherwise required by law, City Manager waives Insurance for FOB goods under \$25,000.00.		

53. INVOICES AND PAYMENTS

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

54. IRREVOCABILITY OF RESPONSES

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

55. **LATE SUBMISSIONS, LATE MODIFICATIONS AND LATE WITHDRAWALS**

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

56. **LEGAL REQUIREMENTS**

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

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

57. **LICENSES, PERMITS AND TAXES**

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

58. **LITERATURE (if applicable):**

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

59. **LOCAL PREFERENCE**

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

(a) Competitive Bids

- (1) Port Orange Business: In any competitive bidding process where a bid submitted by a Port Orange business is within eight percent (8%) of the lowest and best responsible bid submitted by a non-Port-Orange business, then the Port Orange business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid

equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.

- (2) Volusia County business: In any competitive bidding process where a Volusia County business is within five percent (5%) of the lowest and best responsible bid submitted by a business other than a Port Orange business or Volusia County business, then the Volusia County business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.
 - (3) Florida Business: In any competitive bidding process where a State of Florida business is within three percent (3%) of the lowest and best responsible bid submitted by a non-local business, then the Florida business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.
 - (4) Tied Bid Preference: In case of a tie bid between a local business and a non-local business, the local business shall prevail. In case of a tie between two or more local businesses, the following order of preference shall control: first priority to Port Orange business, second priority to Volusia County business, and third priority to Florida business.
- (b) Definitions. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

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

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

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

60. **MAINTENANCE**

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

61. **NAME BRANDS**

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

62. **NON-DISCRIMINATION**

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

63. **NON-EXCLUSIVITY OF CONTRACT**

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

64. **NON-PERFORMANCE:**

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

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

65. **NOTICE TO CONTRACTOR**

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

66. **OPTIONAL CONTRACT USAGE**

As provided in Section 287.042(16), Florida Statutes, State of Florida agencies may purchase from a contract resulting from this solicitation, provided the Department of Management Services, Division of Purchasing, has certified its use to be cost effective and in the best interest of the State. Contractor(s) may sell such commodities or services certified by the Division to State of Florida agencies at the contractor's option.

67. **OTHER AGENCIES**

(a) All Vendors awarded contracts from this Bid may, upon mutual agreement, permit any municipality or other governmental agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

(b) It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency; nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Vendor(s).

68. **PATENTS/COPYRIGHTS**

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

69. **PRE-BID CONFERENCE OR PRE-PROPOSAL CONFERENCE**

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

70. **PREPARATION OF RESPONSES**

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

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

71. **POSTPONEMENT / CANCELLATION / WAIVER OF IRREGULARITIES**

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

72. **PRICING**

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

Prices shall be all inclusive: no price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing

on all transportation, freight, drayage and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, the Vendor shall indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails. In the event of any discrepancy between the written amounts and the numerals, the written amounts shall govern and will be considered as the price bid.

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

73. **PRODUCTS/ESTIMATES:**

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

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

74. **PROPRIETY INFORMATION**

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

75. **PROTECTION**

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

76. **PUBLIC ENTITY CRIMES**

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

77. **PUBLIC RECORDS COMPLIANCE**

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

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

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

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

Section 119.071(1)(c), Florida Statutes: **Any financial statement that an agency requires a prospective Vendor to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. On June 2, 2011, Governor Scott signed HB 7223 into law.** This new legislation amends Florida's Public Records and Sunshine Laws, by expanding "exemptions" applicable to bids, proposals and replies to sealed competitive solicitations, and closes evaluation meetings from the public in certain instances. First, Section 119.071, Florida Statutes was amended to provide that sealed bids, proposals, or replies received by a Florida public agency shall remain exempt from disclosure until an intended decision is announced or until 30 days from the opening, whichever is earlier. This means that Vendors will not be able to procure a copy of their competitor's bids until an intended decision is reached or 30 days has elapsed since the time of the bid opening. The prior version of the law provided for a 10-day exemption. Next, Section 286.0113, Florida Statutes was amended to provide that meetings of persons appointed to evaluate bids or proposals and negotiate contracts shall be closed in certain circumstances. Specifically, portions of such meetings may now be closed to the public during oral presentations made by a vendor, or where a vendor answers questions. In other words, neither Vendors, nor the public will be permitted to sit in on meetings, unless this exemption is waived by the City Council, wherein their competitors are making presentations or discussing their bid or proposal with the committee members. The portions of these meetings must still be recorded and are subject to disclosure at the time of an intended award decision or within 30 days of the bid or proposal opening, whichever is earlier. Portions of the meetings that do not involve presentations, questions and answers, or negotiation strategy or negotiation sessions are still open to the public and competing Vendors, but the new law limits public attendance to portions of such meetings.

79. **PURCHASE ORDER AND DELIVERY**

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

80. **QUALITY**

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

81. **QUESTIONS, INTERPRETATIONS**

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

82. **RECORDS/AUDIT**

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

83. **RECYCLED MATERIALS**

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

84. **REJECTING OF RESPONSES, REBIDDING**

The City reserves the right to accept or reject any or all Responses or parts of Responses, to waive irregularities and technicalities, and to request re-bids. The City also reserves the right to award the contract on such items the City deems will best serve the interests of the City. The City further reserves the right to award the contract on a "split order" basis, or such combination as shall best serve the interests of the City unless otherwise specified. The City Council shall have the authority to reject any and all Responses. If the lowest and best Response exceeds the budgeted amount

and the City Council does not make additional funds available, the purchasing agent with the help of the department head shall have the authority to re-advertise the article or articles for bidding after making sufficient changes in the plans or specifications to bring the cost within the limit of the money available. (Code 1981, § 8-28.)

85. **REQUEST FOR ADDITIONAL INFORMATION**

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

86. **REVIEW OF RESPONSES/SUBMISSIONS**

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

87. **RIGHT OF NEGOTIATION RFP/RFSQ/ITN (n/a for ITBs)**

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

88. **RIGHT OF WITHDRAWAL**

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

89. **RIGHTS TO SOLICITATION SUBMITTED MATERIAL**

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

90. **RULES, REGULATIONS AND LICENSING REQUIREMENT**

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

91. **SAMPLES**

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

92. **SEPARATION AND DISTRIBUTION**

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

93. **SEVERABILITY**

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

94. **SIGNATURE REQUIRED**

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

95. **SIGNED RESPONSE CONSIDERED AN OFFER**

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

96. **SILENCE OF SPECIFICATIONS**

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

97. **SOLICITATION FORM COMPLETION, SUBMISSION AND RECEIPT OF RESPONSES**

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

One (1) sealed envelope or package shall be submitted. The sealed envelope/package must contain the required forms and price proposals, where applicable, and will be evaluated and deemed responsive or non-responsive. All Responses deemed non-responsive will be returned to the Vendor and will not be opened.

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

98. **STATE LICENSING REQUIREMENTS**

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

99. **SUBCONTRACTING**

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

100. **SUPPLEMENTAL MATERIALS**

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

101. **TAXES**

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

102. **TERM CONTRACTS**

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

103. **TERMINATION**

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

104. **TERMINATION - NOTICE**

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

105. **TITLE TRANSFER**

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

106. **UNBALANCED BID**

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

107. **USE OF SOLICITATION FORMS**

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

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

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

The signature of the Authorized Person or Entity must be that of an officer, partner or a sole proprietor of the entity making the Response. The original Response, and each copy submitted

shall contain an original signature on the Vendor's Acknowledgement Form contained in each Solicitation.

108. **VARIANCES**

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

109. **VENDOR'S PRODUCT OR SERVICES**

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

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

110. **WAIVER OF IRREGULARITIES**

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

111. **WARRANTIES**

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

SECTION 6 – SPECIAL CONDITIONS

PERIOD OF OFFER VALIDITY:

Bids offered in this ITB must remain firm for a period of ninety (90) days from the ITB opening date.

CONTRACT TERM:

The term of the contract shall be from the Notice to Proceed and will be for one (1) year with two (2) additional one (1) year renewals upon mutual agreement from both parties. Renewal will be approved by the City Manager and the budget will be approved by City Council.

ELIGIBILITY OF VENDOR:

To be eligible to respond to this ITB, the Vendors must demonstrate proof of prior experience working with the services described in this ITB. Please provide eligibility experience with your submittal.

NOTICE:

The City reserves the right to consider cooperative contracts, federal, state municipal etc.; in the evaluation process. If in the City's best interest, the City may utilize a cooperative contract in lieu of making an award.

ESCALATION/DESCALATION:

Bid prices shall remain firm for a period of contract award. The contract prices may be changed after the contract term for the following reasons:

An increase or decrease in the supplier's cost of materials may be justification for price change; however, this shall not be construed in any way to increase vendor's margin of profit. All written request for price increase must include backup documentation as to the nature of the increase and shall be submitted to the City Purchasing Manager at least 30 days prior to the scheduled price increase/decrease or renewal of contract. Approval of each request shall be by written confirmation from the City Purchasing Manager. If the City should consider said increase unwarranted or unreasonable, the City reserves the right to terminate the contract with the vendor. Any price decline at the manufacturer's level shall be reflected in an immediate reduction of the contract prices and the vendor shall notify the buyer of said decline.

BACKGROUND CHECK:

The Police Department dry cleaning room is in a secure area of the Police Department building. Dry-cleaning service employees who will be picking up and dropping off dry-cleaning must take a one (1) hour online security training course, have their fingerprints taken and successfully complete a background check. Under no circumstances may any employee who has not completed this process enter the secure area of the Police Department building without escort.

[Remainder of this page left intentionally blank]

SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

- _____ Form 7.2 – Vendor’s Acknowledgement
- _____ Form 7.3 – Addendum and Change Order Procedure Acknowledgement
- _____ Form 7.4 – Drug Free/Tie Preference Statement
- _____ Form 7.5 – Public Entity Crimes Statement
- _____ Form 7.6 – Affidavit of Anti-Collusion
- _____ Form 7.7– Statement of Vendor’s Qualifications
- _____ Form 7.8 – Professional References for Previous Experience
- _____ Form 7.9 – Local Business Affidavit of Eligibility
- _____ Copy of License (Contractor, Sunbiz, etc.)
- _____ Attachment 1 – Bid Proposal
- _____ Submission of one (1) original marked “ORIGINAL” and one (1) digital (CD or flash drive) version in PDF format.

BY: _____
Name of Business

Authorized Signature

Date

This document must be completed and returned with your Submittal

FORM 7.2 – VENDOR’S ACKNOWLEDGEMENT FORM

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

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

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

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

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

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

NO EXCEPTIONS ALLOWED AFTER THE BID IS SUBMITTED:

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

NAME OF BUSINESS

MAILING ADDRESS

AUTHORIZED SIGNATURE

CITY, STATE & ZIP CODE

NAME, TITLE, TYPED

TELEPHONE NUMBER / FAX NUMBER

FEDERAL IDENTIFICATION #

E-MAIL ADDRESS

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this ____ day of _____, 20____, by _____, as _____ of _____, a _____. He or she is ____ personally known or ____ produced _____ as identification.

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

This document must be completed and returned with your Submittal

FORM 7.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

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

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the bid proposal.

Addendum # _____ Date: _____ Addendum # _____ Date: _____

Addendum # _____ Date: _____ Addendum # _____ Date: _____

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

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

I acknowledge the following statement regarding Change Orders to the awarded Contract:

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

*The foregoing instrument was acknowledged before me by means of _____ physical presence or
_____ online notarization, this _____ day of _____, 20____, by _____ who
is personally known to me or who produced _____ as identification.*

My Commission Expires: _____

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

This document must be completed and returned with your Submittal

FORM 7.4 – DRUG-FREE PREFERENCE STATEMENT

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

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

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

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

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online notarization, this _____ day of _____, 20____, by _____ who is personally known to me or who produced _____ as identification.

My Commission Expires: _____

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 7.5 – SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

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

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

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online notarization, this _____ day of _____, 20____, by _____ who is personally known to me or who produced _____ as identification.

My Commission Expires: _____

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 7.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT BID FORM:

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

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

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

NAME OF FIRM: _____

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

PRINTED SIGNATURE: _____

TITLE: _____

ADDRESS: _____

CITY: __ STATE: _____ ZIP CODE: _____

TELEPHONE: _____ FAX: _____

COMPLETION TIME: _____

F.E.I.N. NUMBER: _____

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

NO BID (REASON): _____

This document must be completed and returned with your Submittal

FORM 7.7 – STATEMENT OF VENDOR’S QUALIFICATIONS

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 7.7 is complete, true, and correct to the best of their knowledge and belief. If necessary, questions may be answered on separate paper and attached, with any additional information that may be pertinent.

- A. Name of Vendor.
- B. Permanent main office address.
- C. Date organized.
- D. If a corporation, where incorporated.
- E. How many years have you been engaged in the contracting business under your present firm or trade name?
- 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. Have you ever failed to complete any work awarded to you? If so, where and why?
- I. Have you ever defaulted on a contract? If so, where and why?
- 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: \$ _____
- O. Give bank reference: _____
- 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 Vendor's Qualifications.

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____
COUNTY OF _____

*The foregoing instrument was acknowledged before me by means of _____ physical presence or
_____ online notarization, this _____ day of _____, 20____, by _____ who
is personally known to me or who produced _____ as identification.*

My Commission Expires: _____

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

This document must be completed and returned with your Submittal

FORM 7.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Vendor proposes that they is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein.

Please provide three (3) current and correct references from clients for similar services.

(Do not include the City of Port Orange)

1. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or
Services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____
2. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or
Services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____
3. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or
Services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____

This document must be completed and returned with your Submittal.

LISTING OF PREVIOUS EXPERIENCE

Commercial Client List

The bidder proposes that they are 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 clients to whom you currently provide or have in the past provided 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					
2					
3					

This document must be completed and returned with your Submittal.

FORM 7.9 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

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

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

BUSINESS NAME: _____ CONTACT PERSON/TITLE: _____ MAILING ADDRESS: _____ CITY-STATE-ZIP: _____

Length of Time at Address Provided: _____

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

Florida FEIN (Federal Employer Identification Number): _____

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

PHONE NUMBER: _____ FAX: _____

EMAIL: _____

ATTESTATION – I understand that:

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

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

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

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this ____ day of _____, 20____, by _____, as _____ of _____, a _____. He or she is ____ personally known or ____ produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

**CERTIFICATE OF INSURANCE
FOR WORKERS' COMPENSATION**

IMPORTANT

This certificate must be completed and returned by the Awarded Vendor, upon issuance of a Notice of Intent to Award by the Purchasing Department of the City of Port Orange. Please note, the City of Port Orange does not accept exemptions for Workers' Compensation coverage. This certificate must be completed by a duly authorized official of the Insurance Company carrying the risk, or a separate certificate of similar context executed On Insurance Company's Standard Form may be attached hereto.

This is to certify that _____, Company has
issued to _____, of the City of _____,
State of _____, the following policy or policies:

Workers' Compensation and Employer's Liability Policy No. _____
Effective on _____, 20____, and expiring on _____, 20____.
Description of limits: _____

If at any time this coverage is to be cancelled, the undersigned will notify the insured and
the _____ in writing thirty (30) days prior to cancellation
of policy.

WITNESS:

By: _____

Name: _____

INSURANCE COMPANY:

Company: _____

By: _____

Name/Title: _____

AFFIDAVIT REGARDING WORKERS' COMPENSATION

IMPORTANT

This certificate must be completed and returned by the Awarded Vendor, upon issuance of a Notice of Intent to Award by the Purchasing Department of the City of Port Orange. Please note, the City of Port Orange does not accept exemptions for Workers' Compensation coverage.

State of _____

County of _____

I, _____, being duly sworn according to law, deposes and says (it, he, she, they) have accepted the Workers' Compensation laws of the State of Florida, with its supplements and amendments and has insured (its, his, her, their) liability there under accordance with the terms of said Laws with the _____ Company, under the terms of Policy Number _____ for a period from _____, 20__ to _____, 20__.

WITNESS:

By: _____

Name: _____

CONTRACTOR:

Company: _____

By: _____

Name/Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this ____ day of _____, 20__, by _____, as _____ of _____, a _____.
He or she is ____ personally known or ____ produced _____ as identification.

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

IMPORTANT

***This certificate must be completed and returned by the Awarded Vendor,
upon issuance of a Notice of Intent to Award by the Purchasing Department of the City of Port Orange***

EXHIBIT A LEASED EMPLOYEE AFFIDAVIT CONTRACT # _____

I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors or casual labor exposure.

I hereby certify that 100% of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the City in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the City with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any City jobsite.

I further agree to notify the City if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: _____

Workers' Compensation Carrier: _____

A.M. Best Rating of Carrier: _____

Inception Date of Leasing Arrangement: _____

I further agree to notify the City in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the City that documents the change of carrier.

Name of Contractor: _____

Signature of Owner/Officer: _____

Title: _____ Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this ____ day of _____, 20__, by _____, as _____ of _____, a _____ corporation. He/She is ____ personally known or ____ produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

BID COST/FEE PROPOSAL:

**"ATTACHMENT 1" ITB 20-13 SCHEDULE OF UNIT PRICING
BID FORM
CITY OF PORT ORANGE
ITB #20-13**

DRY CLEANING SERVICE

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

Instruction to save Attachment from Demandstar website:

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

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

NAME OF BUSINESS:

CONTACT PERSON:

EMAIL ADDRESS:

AUTHORIZED SIGNATURE:

ITEM #	DESCRIPTION	ESTIMATED QUANTITY	MONTHLY/ ANNUALLY	UNIT PRICE	EXTENDED PRICE
POLICE DEPARTMENT/UNIFORM PERSONNEL					
1	Pants/Trousers	175	Monthly	\$ -	\$ -
2	Short Sleeve Uniform Shirts	50	Monthly	\$ -	\$ -
3	Summer Uniform Shirts (Pullover Style)	175	Monthly	\$ -	\$ -
4	Polo Style Shirts (Marked w/ Dept. Insignia)	50	Monthly	\$ -	\$ -
5	Clip On Polyester Ties	5	Monthly	\$ -	\$ -
6	Winter Jackets	50	Annually	\$ -	\$ -
7	Jail Jumpsuits	5	Monthly	\$ -	\$ -
8	Repairs/Alterations/Mending	15	Monthly	\$ -	\$ -
				POLICE DEPARTMENT SUBTOTAL:	\$ -
DETECTIVE/ADMINISTRATIVE PERSONNEL/UNDERCOVER (PLAIN CLOTHES)					
1	Pants/Trousers	200	Monthly	\$ -	\$ -
2	Short Sleeve Button-Up Shirts	10	Monthly	\$ -	\$ -
3	Long Sleeve Button-Up Shirts	125	Monthly	\$ -	\$ -
4	Polo/Golf Style Shirts	125	Monthly	\$ -	\$ -
5	Female Blouses	30	Monthly	\$ -	\$ -
6	Skirts	10	Annually	\$ -	\$ -
7	Dresses	5	Annually	\$ -	\$ -
8	Ties	20	Monthly	\$ -	\$ -
9	Sport Coats (Suit Jackets)	25	Annually	\$ -	\$ -
10	Sweaters	10	Annually	\$ -	\$ -
				DETECTIVE/ADMINISTRATIVE PERSONNEL/UNDERCOVER SUBTOTAL:	\$ -
FIRE/RESCUE DEPARTMENT					
1	Shirts	150	Monthly	\$ -	\$ -
2	Trousers	150	Monthly	\$ -	\$ -
3	Jackets	30	Annually	\$ -	\$ -
4	Repairs	10	Monthly	\$ -	\$ -
5	Skirts	8	Monthly	\$ -	\$ -
				FIRE/RESCUE DEPARTMENT SUBTOTAL:	\$ -
CODE ENFORCEMENT					
1	Repairs	5	Annually	\$ -	\$ -
				CODE ENFORCEMENT SUBTOTAL:	\$ -
				TOTAL BASE BID:	\$ -

This document must be completed and returned with your Submittal



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 2016, 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 _____ ("Contractor"), a _____ corporation whose principal address is _____. The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

- (a) The Contractor hereby agrees to provide the following equipment, materials, labor and other such related services to the City of Port Orange:

(i) _____

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

Term: This Contract shall become effective on the last date the Contract is signed by the Parties. Work shall be substantially completed within ____ calendar days from issuance of a Notice to Proceed and final completion ____ days thereafter (the "Term").

Manner and Place: The work shall be performed as outlined in Exhibit "____," 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 Purchase Order(s) or Notice to Proceed(s), signed by an authorized agent of the City of Port Orange.

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

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

Liquidated Damages: Contractor shall pay \$_____ for each day that expires after the date the Work is required to be Substantially Completed until the Contractor achieves Substantial Completion with the work. Contractor and City agree and recognize that the liquidated damages set forth herein shall not be treated as a penalty and are just damages that are proportionate to any damages that might reasonably be expected to follow from a delay to Substantial Completion.

2. City Obligations. In return for the services identified above, the City agrees to compensate the Contractor at the prices set forth in Exhibit "___" attached hereto, subject to a limit up to but not to exceed \$_____ for the term of this Contract. The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then current fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

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

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

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

5. Contract Administration. The _____ shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

6. Termination for Convenience of the City

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

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

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

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

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

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

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

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

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

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

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

9. Examination of Records

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

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

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

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

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

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

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

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

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

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

11. Termination for Non-Appropriation of Funds

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

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

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

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

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

Insurance	Standards	Comments
Workers' Compensation <u>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	

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

14. Modifications or Changes to this Contract

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

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

with subparagraph (d), which shall include all compensation to the Contractor, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change.

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

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

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

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

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

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

18. **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. **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.

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 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.**

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

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: _____
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-_____

Contractor: _____
Attention: _____

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.

[Remainder of this page intentionally left blank]

SAMPLE

Witnesses: _____

Printed Name: _____

Printed Name: _____

By: _____

Printed Name: _____

Title: _____

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 _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by _____, as _____ of _____, a _____ corporation, and who:

(Notary: Please select one)

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

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

Date: _____
Printed Name: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Donald O. Bumette, 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:

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

Date: _____
Printed Name: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, 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:



End of Solicitation Documents



NOTICE OF INTENT TO AWARD

ITB #20-13 Dry Cleaning Services November 24th, 2020

On October 22nd, 2020 Purchasing received Two (2) bids for ITB #20-13 Dry Cleaning Services.

After review of the bids submitted, City Staff has made its recommendation to award to the lowest bidder, Diamond Cleaners of Port Orange LLC of Port Orange, FL, as budgeted in accordance with the following unit prices:

Diamond Cleaners of Port Orange LLC Port Orange, FL					
ITEM #	DESCRIPTION	Estimated Quantity	Monthly/Annually	Unit Cost	Extended Cost
POLICE DEPARTMENT/UNIFORM PERSONNEL					
1	Pants/Trousers	175	Monthly	\$ 2.30	\$ 402.50
2	Short Sleeve Uniform Shirts	50	Monthly	\$ 1.47	\$ 73.50
3	Summer Uniform Shirts (Pullover Style)	175	Monthly	\$ 1.37	\$ 239.75
4	Polo Style Shirts (Marked w/ Dept. Insignia)	50	Monthly	\$ 1.96	\$ 98.00
5	Clip On Polyester Ties	5	Monthly	\$ 2.44	\$ 12.20
6	Winter Jackets	50	Annually	\$ 5.87	\$ 293.50
7	Jail Jumpsuits	5	Monthly	\$ 5.87	\$ 29.35
8	Repairs/Alterations/Mending	15	Monthly	\$ 9.78	\$ 146.70
DETECTIVE/ADMINISTRATIVE PERSONNEL/UNDERCOVER (PLAIN CLOTHES)					
1	Pants/Trousers	200	Monthly	\$ 2.30	\$ 460.00
2	Short Sleeve Button-Up Shirts	10	Monthly	\$ 1.47	\$ 14.70
3	Long Sleeve Button-Up Shirts	125	Monthly	\$ 1.71	\$ 213.75
4	Polo/Golf Style Shirts	125	Monthly	\$ 1.96	\$ 245.00
5	Female Blouses	30	Monthly	\$ 2.44	\$ 73.20
6	Skirts	10	Annually	\$ 3.67	\$ 36.70
7	Dresses	5	Annually	\$ 6.84	\$ 34.20
8	Ties	20	Monthly	\$ 2.44	\$ 48.80
9	Sport Coats (Salt Jackets)	25	Annually	\$ 3.42	\$ 85.50
10	Sweaters	10	Annually	\$ 2.93	\$ 29.30
FIRE/RESCUE DEPARTMENT					
1	Shirts	150	Monthly	\$ 1.71	\$ 256.50
2	Trousers	150	Monthly	\$ 2.30	\$ 345.00
3	Jackets	30	Annually	\$ 3.42	\$ 102.60
4	Repairs	10	Monthly	\$ 9.78	\$ 97.80
5	Skirts	8	Monthly	\$ 3.67	\$ 29.36
CODE ENFORCEMENT					
1	Repairs	5	Annually	\$ 9.78	\$ 48.90
				TOTAL BID:	\$ 3,416.81

Recommendation to award will be presented for City Council approval on December 15th, 2020.

Michael Hall
Buyer

CITY OF PORT ORANGE, FLORIDA

INVITATION TO BID

DRY CLEANING SERVICES

ITB #20-13



City of Port Orange Purchasing Division

Prepared by: Michael Hall, Buyer
Release Date: September 24, 2020

Bid Due Date & Time: October 22, 2020 at 2:30 P.M.

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

** Any questions related to this bid contact
Kristian Laughlin
E: kristian@niagaraconsulting.net
P: 332-216-3555



Legal Notice to Proposers

ITB #20-13 DRY CLEANING SERVICES

Notice is hereby given that the City of Port Orange is soliciting bids for ITB #20-13 DRY CLEANING SERVICES. Bids will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until **2:30 P.M. on October 22, 2020** which may be amended by addendum issued by the City. All untimely Bids will not be considered and will be returned to the Bidder unopened. All Bids will be evaluated to ensure they contain all required forms to deem the Bidder responsive or non-responsive. Bids will be opened and read aloud at 2:30 P.M. in Council Chambers.

DESCRIPTION: *The City of Port Orange is soliciting sealed bids for the provision of laundry and dry cleaning of garments for City Department, Police and Fire personnel.*

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

Copies of the Bid documents, requirements, scope of service and all other pertinent information necessary to submit a complete package may be obtained electronically from the City of Port Orange website at www.port-orange.org/bids.aspx and DemandStar via their website at www.demandstar.com. All questions shall be directed **in writing** to the Buyer, Michael Hall, mhall@port-orange.org or purchdiv@port-orange.org and reference **"Questions on ITB #20-13 DRY CLEANING SERVICES"** in the subject line. Last day for questions will be **October 8, 2020 at 5:00 P.M.**

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

NO bid shall be withdrawn for a period of ninety (90) days subsequent to the bid opening without the consent of the City of Port Orange, Florida.

No Bids received after the time and date specified for the opening will be considered. The City of Port Orange, Florida reserves the right to reject any and all Bids, to waive any and all non-substantial irregularity in Bids received, whenever such waiver or rejection is in the best interest of the City.

Bids shall be **submitted in the City Clerk's office** with one (1) original and one (1) identical digital (CD or flash drive) version in PDF format, addressed to Michael Hall, Buyer, Finance Department, City Hall, 1000 City Center Circle, Port Orange, Florida 32129 in a **SEALED ENVELOPE/PACKAGE** plainly marked on the outside: **"ITB #20-13 DRY CLEANING SERVICES"**.

Michael Hall, Buyer
Legal Ad - One Time – **September 24, 2020**

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



SEALED BID • DO NOT OPEN	
SEALED BID NO.	ITB #20-13
BID TITLE:	DRY CLEANING SERVICES
DUE DATE/TIME:	October 22, 2020 at 2:30 P.M.
SUBMITTED BY:	Diamond Cleaners of Port Orange LLC (Name of Company)
DELIVER TO:	City of Port Orange City Clerk's Office Attn: Michael Hall Buyer Finance Department 1000 City Center Circle Port Orange, Florida 32129
DATE/TIME RECEIVED:	(To be stamped by Clerk's Office)

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SECTION 1 – PURPOSE AND OVERVIEW

The purpose for this Invitation to Bid (ITB) is to solicit competitive sealed bids from Firms or Companies (Vendors) for the provision of laundry and dry cleaning of garments for City Department, Police and Fire personnel.

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

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SECTION 2 – INSTRUCTIONS TO BIDDERS

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

TIMELINE (Local Time):

The City reserves the right to alter dates as needed.

Date of Distribution:September 24, 2020

Deadline for Questions:October 8, 2020 by 5:00 P.M.

Final Addendum Posting:October 15, 2020 by 5:00 P.M.

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

City Council Meeting for Approval of Recommendation of AwardTo Be Determined

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

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

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

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

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

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

Vendors are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your bid, proposal, statement or quotation is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. This office will not be responsible for deliveries made to any place other than the specified address.

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

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

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

QUESTIONS REGARDING THIS ITB:

All questions shall reference “**ITB #20-13 DRY CLEANING SERVICES**” in the subject line. All questions concerning this ITB shall be submitted in writing no later than the date and time referenced in the Timeline above to:

Michael Hall
Buyer
1000 City Center Circle
Port Orange, FL 32129
mhall@port-orange.org or
purchdiv@port-orange.org

ADDENDA REGARDING THE INVITATION TO BID:

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. Vendors should not rely on any representations, statements or explanations other than those made in this ITB or in any addendum to this ITB. Where there appears to be a conflict between the ITB and any addenda issued, the last addendum issued will prevail. It is the Vendor's responsibility to be sure all correct number of addenda was received. The Vendor should verify with the designated contact persons prior to submitting a Bid that all addenda have been received. Vendors should acknowledge the correct number of addenda received as part of their Bids. It is the responsibility of the Vendor to ensure all addenda have been received prior to submitting a bid.

Written responses, in the form of an addendum, will be provided via the City website www.port-orange.org/bids.aspx and DemandStar websites. www.demandstar.com.

The City of Port Orange reserves the right to consider the omission of an acknowledgement of addendum as cause for rejection of the ITB submittal.

This provision exists solely for the convenience and administrative efficiency of the City of Port Orange. No Vendor or other third party gains any rights by virtue of this provision or the application thereof, nor shall any Vendor or third party have any standing to sue or cause of action arising there from.

CLARIFICATIONS:

It is the Vendor's responsibility to become familiar with and fully informed regarding the terms, conditions and specifications of this ITB. Lack of understanding and/or misinterpretation of any portions of this ITB shall not be cause for withdrawal of your Bid after opening or for subsequent protest of award. Vendors must contact the Purchasing Representative, at the email provided, should clarification be required.

Modification or alteration of the documents contained in the solicitation or contract shall only be valid if mutually agreed to in writing by the parties.

Only the locked, fillable Excel document provided by the City with this ITB will be accepted for submittal of the Vendor's Bid/Cost/Fee Proposal. Any other form of submittal will be deemed non-responsive.

MINIMUM QUALIFICATIONS:

Vendors shall be licensed to do business in the State of Florida. Submit Sunbiz report showing your company registered as “Active”.

Vendors must be properly registered and licensed to provide the goods or services identified in the scope of work, by all applicable state and local agencies.

Vendors must provide a minimum of three (3) verifiable references from similar scopes of work as identified in this ITB on the provided "Professional References" form. Failure to provide references that verify required experience will cause the Vendor to be deemed non-responsive. The City of Port Orange is not to be used as a reference.

NO LOBBYING:

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

PRICING SHEETS:

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

EXCEPTIONS TO SPECIFICATIONS:

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

BID SUBMISSION AND WITHDRAWAL:

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

CORRECTION OF BIDS:

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

WITHDRAWAL OF BIDS:

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

OPENING OF BIDS:

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

REJECTION OF BIDS:

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

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

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

OWNERSHIP OF DOCUMENTS:

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

AMERICANS WITH DISABILITIES ACT (ADA):

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

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SECTION 3 – SCOPE OF WORK

PROJECT DESCRIPTION:

The City of Port Orange is soliciting sealed bids for the provision of laundry and dry cleaning of garments for City Department, Police and Fire personnel.

SCOPE OF WORK:

DRY CLEANING SERVICES FOR POLICE AND FIRE DEPARTMENT PERSONNEL UNIFORMS

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, 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, 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 (*may or 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 necessary 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/laundrying, the successful vendor/firm must also be able to provide alterations and mending services on site 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) calendar day** turnaround time frame. A dry-cleaning receipt slip shall be provided by the vendor for each individual who 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 Police Department may utilize the alteration/mending service for the sewing on of their patches, or in hemming trousers. Their uniforms consist of shirts, trousers and jackets as well.

DELIVERY:

Turnaround time for the laundry cleaning service for both the Police (uniformed and non-uniformed personnel) and Fire Departments uniforms must be returned within **five (5) calendar days maximum**.

The Police Department and Fire Department requires their laundry to be picked up and delivered three (3) times per week (*schedule of days to be agreeable between respective parties*) from the locations listed below. A specific laundry area/room will be provided for this service at 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. The Fire Department is located at 1090 City Center Boulevard 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 must be accompanied by the signed tickets with the clothing pieces itemized.

Term:

The term of this contract will be for a one (1) year period of time. The contract may be renewed for an additional two (2) one (1) year periods of time, if mutually agreeable with all parties.

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	175 estimated monthly
Short Sleeve Uniform Shirts	50 estimated monthly
Summer Uniform Shirts (<i>pull over style</i>)	175 estimated monthly
Polo Style Shirts (<i>marked w/ Dept. Insignia</i>)	50 estimated monthly
Clip on Polyester Ties Winter	5 estimated monthly
Jackets	50 estimated annually
Jail Jumpsuits	5 estimated monthly
Repairs/Alterations/Mending	15 estimated monthly

DETECTIVE/ADMINISTRATIVE PERSONNEL/UNDERCOVER (Plain Clothes)

Pants/Trousers	200 estimated monthly
Short Sleeve Button up Shirts	10 estimated monthly
Long Sleeve Button up Shirts	125 estimated monthly
Polo/Golf Style Shirts Female	125 estimated monthly
Blouses	30 estimated monthly
Skirts	10 estimated annually
Dresses	5 estimated annually
Ties	20 estimated monthly
Sport Coats (<i>Suit Jackets</i>)	25 estimated annually
Sweaters	10 estimated annually

FIRE/RESCUE DEPARTMENT

Shirts:	150 estimated monthly
Trousers:	150 estimated monthly
Jackets:	30 estimated annually
Repairs:	10 estimated monthly
Skirts:	8 estimated monthly

CODE ENFORCEMENT

Repairs:	5 estimated annually
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SECTION 4 – STANDARD PURCHASE DEFINITIONS

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

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

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

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

[Remainder of this page left intentionally blank]

SECTION 5 – GENERAL TERMS AND CONDITIONS

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

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

1. **ACCEPTANCE BY CITY**

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

2. **ADDENDUM**

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

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

3. **ADDITIONAL GOODS**

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

4. **ANTI-COLLUSION STATEMENT**

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

5. **APPLICABLE LAWS**

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

6. **ASSIGNMENT**

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

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

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

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

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

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

8. **AWARDS**

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

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

The City does not award publicly funded contracts to those who knowingly employ unauthorized alien workers in violation of section 274A(e) of the Immigration and Naturalization Act, 8 United States Code s1324a(e). Such employment deprives legal workers of job opportunities. Violation of section 274A(e) shall be grounds for unilateral cancellation of the contract, Contract, proposal or quote for purchase of services and goods by the City of Port Orange.

9. **AWARD AND EXECUTION OF CONTRACT:**

When a bid received has been determined to be satisfactory, a Contract will be awarded, or Purchase Order issued to the LOWEST Responsible Bidder within the time designated in the Contract Documents. The Bidder(s) to whom the award is made shall execute the Contract(s) and return it, together with the properly executed bonds and insurance certificates to the office of the Owner, within the time specified

10. **BID RETURNS**

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

11. **BID PROTEST**

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

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

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

12. **BID/PROPOSAL TABULATION**

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

13. **BONDS**

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

14. **CERTIFICATE OF INSURANCE**

If required upon notice of intent to award contract resulting from this solicitation, the selected Vendor will be required to submit a Certificate of Insurance showing proof of adequate coverage for professional general liability, errors and omissions and workers' compensation as identified under the insurance requirements of this solicitation and listing the City of Port Orange as a Certificate Holder prior to execution of the contract.

15. **CHANGE ORDERS**

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

16. **CHANGE ORDER REQUEST NOTIFICATION**

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

17. **CLEAN UP**

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

18. **CONDUCT OF VENDORS**

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

19. **CONE OF SILENCE**

The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the execution of the award. The Cone of Silence is defined as the period beginning with the issuance of the solicitation document and continues through the execution of the award document. During this time vendors, service providers and the like are prohibited from all communications regarding the solicitation with City staff, City consultants, City legal counsel, City Agents, or elected officials.

Any vendor who initiates any discussions or attempts to influence a member or members of the aforementioned shall be disqualified from continued participation in the procurement process with regard to that particular solicitation.

Exceptions to the Cone of Silence:

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

20. **CONFLICT OF INTEREST**

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

21. **CONFLICT OF INSTRUCTIONS**

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

22. **CONTRACT**

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

23. **CONTRACT OBLIGATION**

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

24. **CONTRACT RENEWALS**

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

25. **COOPERATIVE PURCHASING**

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

26. **COPYRIGHT AND PATENT RIGHTS**

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

27. **COST INCURRED BY VENDOR**

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

28. **DAMAGE**

The vendor shall hold sole responsibility for any damages to the City's equipment or property, the workplace and its contents due to work, negligence in work, personnel and equipment. The vendor shall be responsible and liable for the safety, injury and health of its working personnel while its employees are performing service work.

29. **DEBARMENT HISTORY**

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

30. **DEFAULT PROVISIONS**

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

31. **DELIVERY OF GOODS/SERVICES**

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

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

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

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

32. **DETERMINATION OF LOWEST AND BEST RESPONSIBLE BIDDER /PROPOSER**

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

- a. The ability, capacity and skill of the Bidder/Proposer to perform the contract.
- b. Whether the Bidder/Proposer can perform the contract within the time specified, without delay or interference.
- c. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder/Proposer.
- d. The quality of performance of previous contracts.
- e. The previous and existing compliance by the Bidder/Proposer with laws and ordinances relating to the contract.
- f. The sufficiency of the financial resources and ability of the Bidder/Proposer to perform the contract or provide the service.
- g. The quality, availability and adaptability of the supplies or contractual services to the particular use required.
- h. The ability of the Bidder/Proposer to provide further maintenance and service for the use of the subject of the contract.
- i. The number and scope of conditions attached to the bid.
- j. Such other factors as appear to the city council to be pertinent to the bid or the contract under all of the circumstances involved.

33. **DISCLOSURE OF CONFLICTS**

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

34. **DISQUALIFICATION OF BIDDER/PROPOSER**

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

35. **EVALUATION**

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

36. **EXCEPTIONS TO SPECIFICATIONS**

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

37. **E-VERIFY**

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

38. **FACILITIES**

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

39. **FAILURE TO RESPOND**

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

40. **FINANCIAL STABILITY**

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

41. **FORCE MAJEURE**

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

42. **GOVERNING FORMS**

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

43. **GOVERNING LAW**

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

The City of Port Orange is also governed by the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, as the method of selecting architects, engineers and land surveyors. The City has utilized the procedures in the Act for Professional counselors, environmentalists,

planners, general contractors, computer systems, designers, telecommunications consultants, maintenance technicians, financial services and other professional services.

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

44. **GRANT FUNDING**

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

45. **HIPAA COMPLIANCE**

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

46. **IDENTICAL TIE BIDS**

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

47. **INDEMNIFICATION/HOLD HARMLESS**

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

48. **INDEPENDENT CONTRACTOR**

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

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

49. INSPECTIONS AND TESTING

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

50. INSURANCE

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

51. INSURANCE CANCELLATION

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

52. INSURANCE REQUIREMENTS

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

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

<i>Standard Insurance Requirements</i>			
	Insurance	Standards	Additional Requirements
☒	<u>Workers' Compensation</u> The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. The City will not accept elective exemptions. Any contractor using an employee leasing company shall complete the Leased Employee Affidavit (Exhibit A).	<u>Contract Amount Limits</u> Up to \$10 million Statutory/\$500,000 \$10 - \$20 million Statutory/\$1,000,000 Contracts over \$20 million To Be Determined by the City.	☐ If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐ If vessels involved, Jones Act coverage with limits of \$500,000 required.
☒	Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$1,000,000 occurrence \$1,000,000 aggregate	☐ When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
☒	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles.	<u>Limits:</u> Auto Liability Body Injury and Property Damage: \$1,000,000 each occurrence \$1,000,000 aggregate	
<i>Additional Insurance Requirements</i>			
☐	Property Insurance Builders Risk. <u>Additional Coverage:</u>	Limits: Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☐	Professional Liability	Limits: Coverage - \$1,000,000	
☐	Installation Floater (IT)	Limits: Coverage - \$ <u>To be determined.</u>	
☐	Contractor Pollution Liability	Limits: Coverage - \$1,000,000	
☐	Errors and Omissions	Limits: Coverage - \$1,000,000	
☐	Umbrella Policy	Limits: Coverage - \$ <u>To be determined.</u>	
☐	Payment and Performance Bond Required	Limits: Coverage - Equal to amount of Contract.	
☐	City Manager waives Payment and Performance Bond for work under \$25,000.00.		
☐	Unless otherwise required by law, City Manager waives Insurance for FOB goods under \$25,000.00.		

53. INVOICES AND PAYMENTS

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

54. IRREVOCABILITY OF RESPONSES

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

55. **LATE SUBMISSIONS, LATE MODIFICATIONS AND LATE WITHDRAWALS**

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

56. **LEGAL REQUIREMENTS**

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

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

57. **LICENSES, PERMITS AND TAXES**

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

58. **LITERATURE (if applicable):**

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

59. **LOCAL PREFERENCE**

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

(a) Competitive Bids

- (1) Port Orange Business: In any competitive bidding process where a bid submitted by a Port Orange business is within eight percent (8%) of the lowest and best responsible bid submitted by a non-Port-Orange business, then the Port Orange business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid

equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.

- (2) Volusia County business: In any competitive bidding process where a Volusia County business is within five percent (5%) of the lowest and best responsible bid submitted by a business other than a Port Orange business or Volusia County business, then the Volusia County business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.
 - (3) Florida Business: In any competitive bidding process where a State of Florida business is within three percent (3%) of the lowest and best responsible bid submitted by a non-local business, then the Florida business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.
 - (4) Tied Bid Preference: In case of a tie bid between a local business and a non-local business, the local business shall prevail. In case of a tie between two or more local businesses, the following order of preference shall control: first priority to Port Orange business, second priority to Volusia County business, and third priority to Florida business.
- (b) Definitions. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

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

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

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

60. **MAINTENANCE**

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

61. **NAME BRANDS**

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

62. **NON-DISCRIMINATION**

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

63. **NON-EXCLUSIVITY OF CONTRACT**

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

64. **NON-PERFORMANCE:**

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

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

65. **NOTICE TO CONTRACTOR**

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

66. **OPTIONAL CONTRACT USAGE**

As provided in Section 287.042(16), Florida Statutes, State of Florida agencies may purchase from a contract resulting from this solicitation, provided the Department of Management Services, Division of Purchasing, has certified its use to be cost effective and in the best interest of the State. Contractor(s) may sell such commodities or services certified by the Division to State of Florida agencies at the contractor's option.

67. **OTHER AGENCIES**

(a) All Vendors awarded contracts from this Bid may, upon mutual agreement, permit any municipality or other governmental agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

(b) It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency; nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Vendor(s).

68. **PATENTS/COPYRIGHTS**

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

69. **PRE-BID CONFERENCE OR PRE-PROPOSAL CONFERENCE**

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

70. **PREPARATION OF RESPONSES**

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

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

71. **POSTPONEMENT / CANCELLATION / WAIVER OF IRREGULARITIES**

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

72. **PRICING**

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

Prices shall be all inclusive: no price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing

on all transportation, freight, drayage and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, the Vendor shall indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails. In the event of any discrepancy between the written amounts and the numerals, the written amounts shall govern and will be considered as the price bid.

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

73. **PRODUCTS/ESTIMATES:**

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

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

74. **PROPRIETY INFORMATION**

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

75. **PROTECTION**

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

76. **PUBLIC ENTITY CRIMES**

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

77. **PUBLIC RECORDS COMPLIANCE**

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

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

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

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

Section 119.071(1)(c), Florida Statutes: **Any financial statement that an agency requires a prospective Vendor to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. On June 2, 2011, Governor Scott signed HB 7223 into law.** This new legislation amends Florida's Public Records and Sunshine Laws, by expanding "exemptions" applicable to bids, proposals and replies to sealed competitive solicitations, and closes evaluation meetings from the public in certain instances. First, Section 119.071, Florida Statutes was amended to provide that sealed bids, proposals, or replies received by a Florida public agency shall remain exempt from disclosure until an intended decision is announced or until 30 days from the opening, whichever is earlier. This means that Vendors will not be able to procure a copy of their competitor's bids until an intended decision is reached or 30 days has elapsed since the time of the bid opening. The prior version of the law provided for a 10-day exemption. Next, Section 286.0113, Florida Statutes was amended to provide that meetings of persons appointed to evaluate bids or proposals and negotiate contracts shall be closed in certain circumstances. Specifically, portions of such meetings may now be closed to the public during oral presentations made by a vendor, or where a vendor answers questions. In other words, neither Vendors, nor the public will be permitted to sit in on meetings, unless this exemption is waived by the City Council, wherein their competitors are making presentations or discussing their bid or proposal with the committee members. The portions of these meetings must still be recorded and are subject to disclosure at the time of an intended award decision or within 30 days of the bid or proposal opening, whichever is earlier. Portions of the meetings that do not involve presentations, questions and answers, or negotiation strategy or negotiation sessions are still open to the public and competing Vendors, but the new law limits public attendance to portions of such meetings.

79. **PURCHASE ORDER AND DELIVERY**

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

80. **QUALITY**

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

81. **QUESTIONS, INTERPRETATIONS**

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

82. **RECORDS/AUDIT**

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

83. **RECYCLED MATERIALS**

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

84. **REJECTING OF RESPONSES, REBIDDING**

The City reserves the right to accept or reject any or all Responses or parts of Responses, to waive irregularities and technicalities, and to request re-bids. The City also reserves the right to award the contract on such items the City deems will best serve the interests of the City. The City further reserves the right to award the contract on a "split order" basis, or such combination as shall best serve the interests of the City unless otherwise specified. The City Council shall have the authority to reject any and all Responses. If the lowest and best Response exceeds the budgeted amount

and the City Council does not make additional funds available, the purchasing agent with the help of the department head shall have the authority to re-advertise the article or articles for bidding after making sufficient changes in the plans or specifications to bring the cost within the limit of the money available. (Code 1981, § 8-28.)

85. **REQUEST FOR ADDITIONAL INFORMATION**

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

86. **REVIEW OF RESPONSES/SUBMISSIONS**

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

87. **RIGHT OF NEGOTIATION RFP/RFSQ/ITN (n/a for ITBs)**

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

88. **RIGHT OF WITHDRAWAL**

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

89. **RIGHTS TO SOLICITATION SUBMITTED MATERIAL**

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

90. **RULES, REGULATIONS AND LICENSING REQUIREMENT**

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

91. **SAMPLES**

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

92. **SEPARATION AND DISTRIBUTION**

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

93. **SEVERABILITY**

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

94. **SIGNATURE REQUIRED**

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

95. **SIGNED RESPONSE CONSIDERED AN OFFER**

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

96. **SILENCE OF SPECIFICATIONS**

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

97. **SOLICITATION FORM COMPLETION, SUBMISSION AND RECEIPT OF RESPONSES**

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

One (1) sealed envelope or package shall be submitted. The sealed envelope/package must contain the required forms and price proposals, where applicable, and will be evaluated and deemed responsive or non-responsive. All Responses deemed non-responsive will be returned to the Vendor and will not be opened.

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

98. **STATE LICENSING REQUIREMENTS**

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

99. **SUBCONTRACTING**

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

100. **SUPPLEMENTAL MATERIALS**

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

101. **TAXES**

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

102. **TERM CONTRACTS**

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

103. **TERMINATION**

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

104. **TERMINATION - NOTICE**

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

105. **TITLE TRANSFER**

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

106. **UNBALANCED BID**

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

107. **USE OF SOLICITATION FORMS**

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

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

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

The signature of the Authorized Person or Entity must be that of an officer, partner or a sole proprietor of the entity making the Response. The original Response, and each copy submitted

shall contain an original signature on the Vendor's Acknowledgement Form contained in each Solicitation.

108. **VARIANCES**

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

109. **VENDOR'S PRODUCT OR SERVICES**

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

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

110. **WAIVER OF IRREGULARITIES**

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

111. **WARRANTIES**

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

SECTION 6 – SPECIAL CONDITIONS

PERIOD OF OFFER VALIDITY:

Bids offered in this ITB must remain firm for a period of ninety (90) days from the ITB opening date.

CONTRACT TERM:

The term of the contract shall be from the Notice to Proceed and will be for one (1) year with two (2) additional one (1) year renewals upon mutual agreement from both parties. Renewal will be approved by the City Manager and the budget will be approved by City Council.

ELIGIBILITY OF VENDOR:

To be eligible to respond to this ITB, the Vendors must demonstrate proof of prior experience working with the services described in this ITB. Please provide eligibility experience with your submittal.

NOTICE:

The City reserves the right to consider cooperative contracts, federal, state municipal etc.; in the evaluation process. If in the City's best interest, the City may utilize a cooperative contract in lieu of making an award.

ESCALATION/DESCALATION:

Bid prices shall remain firm for a period of contract award. The contract prices may be changed after the contract term for the following reasons:

An increase or decrease in the supplier's cost of materials may be justification for price change; however, this shall not be construed in any way to increase vendor's margin of profit. All written request for price increase must include backup documentation as to the nature of the increase and shall be submitted to the City Purchasing Manager at least 30 days prior to the scheduled price increase/decrease or renewal of contract. Approval of each request shall be by written confirmation from the City Purchasing Manager. If the City should consider said increase unwarranted or unreasonable, the City reserves the right to terminate the contract with the vendor. Any price decline at the manufacturer's level shall be reflected in an immediate reduction of the contract prices and the vendor shall notify the buyer of said decline.

BACKGROUND CHECK:

The Police Department dry cleaning room is in a secure area of the Police Department building. Dry-cleaning service employees who will be picking up and dropping off dry-cleaning must take a one (1) hour online security training course, have their fingerprints taken and successfully complete a background check. Under no circumstances may any employee who has not completed this process enter the secure area of the Police Department building without escort.

[Remainder of this page left intentionally blank]

SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

- X Form 7.2 – Vendor’s Acknowledgement
- X Form 7.3 – Addendum and Change Order Procedure Acknowledgement
- X Form 7.4 – Drug Free/Tie Preference Statement
- X Form 7.5 – Public Entity Crimes Statement
- X Form 7.6 – Affidavit of Anti-Collusion
- X Form 7.7– Statement of Vendor’s Qualifications
- X Form 7.8 – Professional References for Previous Experience
- X Form 7.9 – Local Business Affidavit of Eligibility
- X Copy of License (Contractor, Sunbiz, etc.)
- X Attachment 1 – Bid Proposal
- X Submission of one (1) original marked “ORIGINAL” and one (1) digital (CD or flash drive) version in PDF format.

BY: Diamond Cleaners of Port Orange LLC
Name of Business


Authorized Signature

October 7, 2020
Date

This document must be completed and returned with your Submittal

FORM 7.2 – VENDOR'S ACKNOWLEDGEMENT FORM

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

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

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

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

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

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

NO EXCEPTIONS ALLOWED AFTER THE BID IS SUBMITTED:

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

Diamond Cleaners of Port Orange LLC

NAME OF BUSINESS

Nancy Nietubyc

AUTHORIZED SIGNATURE

Nancy Nietubyc, President

NAME, TITLE, TYPED

45-3768414

FEDERAL IDENTIFICATION #

725 Crane Court

MAILING ADDRESS

Port Orange, FL 32127

CITY, STATE & ZIP CODE

386-788-7482

TELEPHONE NUMBER / FAX NUMBER

nansuncia@gmail.com

E-MAIL ADDRESS

STATE OF Florida

COUNTY OF Volusia

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 14th day of October, 2020 by Nancy Nietubyc as President of Diamond Cleaners of Port Orange LLC. He or she is ☒ personally known or ☐ produced as identification.



Christy Teele
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

5/04/2024

This document must be completed and returned with your Submittal

FORM 7.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

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

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the bid proposal.

Addendum # 1 Date: Oct 15 Addendum # _____ Date: _____

Addendum # _____ Date: _____ Addendum # _____ Date: _____

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

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

I acknowledge the following statement regarding Change Orders to the awarded Contract:

Diamond Cleaners of Port Orange LLC

Name of Business

By: [Signature]

Printed Name: Nancy Nietubyc

Title: President

STATE OF Florida

COUNTY OF Volusia

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 14th day of October, 2020, by Nancy Nietubyc who is personally known to me or who produced Feid as identification.

My Commission Expires: 5/4/2024

Christy Teele
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:



CHRISTY TEELE
Notary Public, State of Florida
Commission# GG 968242
My comm. expires May 4, 2024

This document must be completed and returned with your Submittal

FORM 7.4 – DRUG-FREE PREFERENCE STATEMENT

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

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

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

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

Diamond Cleaners of Port Orange LLC

Name of Business

By: Nancy Nietubyc

Printed Name: Nancy Nietubyc

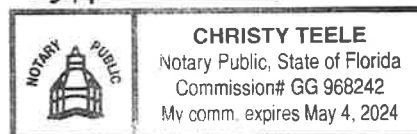
Title: President

STATE OF Florida

COUNTY OF Volusia

The foregoing instrument was acknowledged before me by means of ✓ physical presence or
online notarization, this 14th day of October, 2022, by Nancy Nietubyc who
is personally known to me or who produced REPL as identification.

My Commission Expires: 5/4/2024



Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 7.5 – SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

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

1. The business address of Diamond Cleaners of Port Orange LLC (name of Offeror or business) is 3818 S Nova Rd, Suite D, Port Orange, FL 32127.
2. My relationship to Diamond Cleaners of Port Orange LLC (name of Offeror or business) is President (relationship such as sole proprietor, partner, president, vice president).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
7. ~~There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____~~
~~A copy of the order of the Division of Administrative Hearings is attached to this statement. (Draw a line through paragraph 7 if paragraph 6 above applies.)~~

Diamond Cleaners of Port Orange LLC

Name of Business

By: Nancy Nietubyc

Printed Name: Nancy Nietubyc

Title: President

STATE OF Florida

COUNTY OF Volusia

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 14th day of October, 2020, by Nancy Nietubyc who is personally known to me or who produced FE DO as identification.

My Commission Expires: 5/4/2024



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

This document must be completed and returned with your Submittal

FORM 7.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT BID FORM:

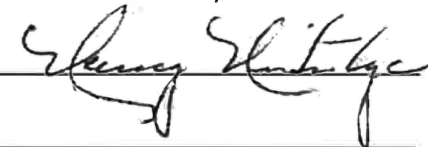
By signing this form, the Proposer agrees that this Bid is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a bid for the same purpose and that the bid is in all respects fair and without collusion or fraud.

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

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

NAME OF FIRM: Diamond Cleaners of Port Orange LLC

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

PRINTED SIGNATURE: Nancy Nietubyc 

TITLE: President

ADDRESS: 725 Crane Court

CITY: Port Orange STATE: FL ZIP CODE: 32127

TELEPHONE: 386-788-7482 FAX: _____

COMPLETION TIME: October 7, 2020

F.E.I.N. NUMBER: 45-3768414

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

NO BID (REASON): _____

This document must be completed and returned with your Submittal

FORM 7.7 – STATEMENT OF VENDOR'S QUALIFICATIONS

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 7.7 is complete, true, and correct to the best of their knowledge and belief. If necessary, questions may be answered on separate paper and attached, with any additional information that may be pertinent.

- A. Name of Vendor.
- B. Permanent main office address.
- C. Date organized.
- D. If a corporation, where incorporated.
- E. How many years have you been engaged in the contracting business under your present firm or trade name?
- 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. Have you ever failed to complete any work awarded to you? If so, where and why?
- I. Have you ever defaulted on a contract? If so, where and why?
- 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: \$ _____
- O. Give bank reference: _____
- 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 Vendor's Qualifications.

Diamond Cleaners of Port Orange LLC

Name of Business

By: Nancy Nietubyc

Printed Name: Nancy Nietubyc

Title: President

STATE OF Florida

COUNTY OF Volusia

The foregoing instrument was acknowledged before me by means of physical presence or
online notarization, this 14th day of October, 2020 by Nancy Nietubyc who
is personally known to me or who produced FLDL as identification.

My Commission Expires: May 4, 2024



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

This document must be completed and returned with your Submittal

Diamond Cleaners of Port Orange LLC.
 5820 S Williamson Blvd
 Port Orange, FL 32128-6401
 P: 386-767-0787



A. Name of Vendor.	Diamond Cleaners of Port Orange LLC
B. Permanent main office address.	3818 S Nova Rd #D, Port Orange, FL 32127
C. Date organized.	11/09/2011
D. If a corporation, where incorporated.	11/09/2011
E. How many years have you been engaged in the contracting business under your present firm or trade name?	Operating since 2003 as a partnership, operating with a single owner, Nancy Nietubyc since 2011
F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)	N/A
G. General character of work performed by your company.	Laundry and Dry Cleaning
H. Have you ever failed to complete any work awarded to you? If so, where and why?	No
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	Our business is primarily drop in and pickup based accounts. They are not projects.
K. List your major equipment currently owned or leased.	50lb dry clean machine 50lb washing machine Large dryer Shirt Press Cuff Press Heavy Starch Press Boiler Sewing Machines Inventory Racks
L. Experience in work similar to this type of project.	We have been doing police uniforms for various police departments for years through our walk-in clientele. We will simply include the police and fire departments stops within our existing pickup and drop off routes.
M. Background and experience of the principal members of your organization, including the officers.	Nancy Nietubyc is the owner and account manager for this project. She has 9 years and laundry and dry-cleaning experience, and has performed cleaning for various types of uniforms including police, fire, and military.
N. Credit currently available: \$	\$300,000
O. Give bank reference:	Bank of America, 1670 Taylor Rd, Port Orange, FL 32128, United States. P: 386-756-5068

Diamond Cleaners of Port Orange LLC.
5820 S Williamson Blvd
Port Orange, FL 32128-6401
P: 386-767-0787



P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?	If requested.
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 Vendor's Qualifications.	Yes

FORM 7.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Vendor proposes that they is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein.

Please provide three (3) current and correct references from clients for similar services.

(Do not include the City of Port Orange)

1. Company Name: State Farm
Contact Person: Jeff Evans
City, State: Port Orange, FL
Telephone Number: (386) 761-1860
Email Address: _____
Description of goods or
Services provided: Laundry and Dry Cleaning
Contract Amount: Varies year to year
Start/End Date of Contract: 2017 - ongoing
2. Company Name: Politis & Matovina PA
Contact Person: Nick Boccuzzi
City, State: Port Orange, FL
Telephone Number: (386) 333-6613
Email Address: _____
Description of goods or
Services provided: Laundry and Dry Cleaning
Contract Amount: Varies year to year
Start/End Date of Contract: 2018 - ongoing
3. Company Name: TNLG LLC
Contact Person: Ted Nemetz
City, State: Port Orange, FL
Telephone Number: (386) 423-8484
Email Address: Nemetzroofing@gmail.com
Description of goods or
Services provided: Laundry and Dry Cleaning
Contract Amount: Varies year to year
Start/End Date of Contract: 2015 ongoing

This document must be completed and returned with your Submittal.

LISTING OF PREVIOUS EXPERIENCE

Commercial Client List

The bidder proposes that they are 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 clients to whom you currently provide or have in the past provided 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	Jeff Evans	(386) 761-1860	Y	3	Laundry and Dry Cleaning
2	Nick Boccuzzi	(386) 333-6613	Y	2	Laundry and Dry Cleaning
3	Ted Nemetz	(386) 423-8484	Y	5	Laundry and Dry Cleaning

This document must be completed and returned with your Submittal.

FORM 7.9 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

This declaration is executed under penalty of perjury of the laws to the United States and State of Florida

THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:

RFSQ/RFP/ITN/BID/CONTRACT/PROJECT # (as applicable): ITB #20-13 725 Crane Court, Port Orange, 32127

BUSINESS NAME: Diamond Cleaners of Port Orange LLC CONTACT PERSON/TITLE: * Nancy Nietubyc MAILING ADDRESS: _____ CITY-STATE-ZIP: _____

Length of Time at Address Provided: 5+ Nancy Nietubyc

Physical Presence of Business: ☐ Headquarters, ☒ Manufacturing Facility, or ☐ Locally Owned Franchise

And within Legal Boundaries: ☒ The City of Port Orange ☐ Volusia County ☐ The State of

Florida FEIN (Federal Employer Identification Number): 45-3768414

BUSINESS STRUCTURE: ☐ Corporation ☒ LLC ☐ Partnership ☐ Sole Proprietorship

☐ Other (Specify): _____

PHONE NUMBER: 386-788-7482 FAX: _____

EMAIL: nansuncia@gmail.com

ATTESTATION – I understand that:

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

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

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

Diamond Cleaners of Port Orange LLC

Name of Business

By: Nancy Nietubyc

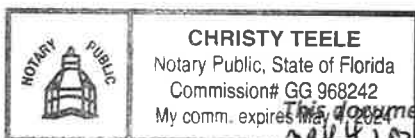
Printed Name: Nancy Nietubyc

Title: President

STATE OF Florida

COUNTY OF Volusia

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 14th day of October, 2020 by Nancy Nietubyc as President of Diamond Cleaners of Port Orange LLC, at 725 Crane Court. He or she is personally known or produced as identification. FEDE



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

This document must be completed and returned with your Submittal



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company

DIAMOND CLEANERS OF PORT ORANGE, LLC

Filing Information

Document Number	L11000127559
FEI/EIN Number	45-3768414
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State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	01/02/2013

Principal Address

3818 S NOVA ROAD
SUITE D
PORT ORANGE, FL 32127

Mailing Address

725 CRANE COURT
PORT ORANGE, FL 32127

Registered Agent Name & Address

NIETUBYC, NANCY E
725 CRANE COURT
PORT ORANGE, FL 32127

Authorized Person(s) Detail

Name & Address

Title MGR

NIETUBYC, NANCY E
725 CRANE COURT
PORT ORANGE, FL 32127

Annual Reports

Report Year	Filed Date
2018	04/24/2018
2019	05/01/2019
2020	06/08/2020

Document Images

06/08/2020 -- ANNUAL REPORT	View image in PDF format
05/01/2019 -- ANNUAL REPORT	View image in PDF format
04/24/2018 -- ANNUAL REPORT	View image in PDF format
04/30/2017 -- ANNUAL REPORT	View image in PDF format
04/14/2016 -- ANNUAL REPORT	View image in PDF format
03/10/2015 -- ANNUAL REPORT	View image in PDF format
04/29/2014 -- ANNUAL REPORT	View image in PDF format
01/02/2013 -- REINSTATEMENT	View image in PDF format
11/09/2011 -- Florida Limited Liability	View image in PDF format

AFFIDAVIT REGARDING WORKERS' COMPENSATION

IMPORTANT

This certificate must be completed and returned by the Awarded Vendor, upon issuance of a Notice of Intent to Award by the Purchasing Department of the City of Port Orange. Please note, the City of Port Orange does not accept exemptions for Workers' Compensation coverage.

State of _____

County of _____

I, Nancy Nietubyc, being duly sworn according to law, deposes and says (it, he, she, they) have accepted the Workers' Compensation laws of the State of Florida, with its supplements and amendments and has insured (its, his, her, their) liability there under accordance with the terms of said Laws with the _____ Company, under the terms of Policy Number _____ for a period from _____, 20__ to _____, 20__.

WITNESS:

By: _____

Name: _____

CONTRACTOR:

Company: _____

By: _____

Name/Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this ____ day of _____, 20__, by _____, as _____ of _____, a _____.
He or she is ____ personally known or ____ produced _____ as identification.

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

LEASED EMPLOYEE AFFIDAVIT

EXHIBIT CONTRACT # _____

☐ I hereby certify that I do not utilize an employee leasing company or employee leased employees. I further agree to notify the City in the event these circumstances change.

OR

☐ I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors or casual labor exposure.

I hereby certify that 100% of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the City in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the City with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any City jobsite.

I further agree to notify the City if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: _____

Workers' Compensation Carrier: _____

A.M. Best Rating of Carrier: _____

Inception Date of Leasing Arrangement: _____

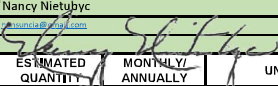
I further agree to notify the City in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the City that documents the change of carrier.

I hereby attest that the information provided in this affidavit is accurate. In addition, I certify that I have read and understand the above statements regarding my responsibility under the Workers' Compensation coverage.

Name of Contractor: _____

Signature of Owner/Officer: _____

Title: _____ Date: _____

 "ATTACHMENT 1" ITB 20-13 SCHEDULE OF UNIT PRICING BID FORM CITY OF PORT ORANGE ITB #20-13 DRY CLEANING SERVICES					
Completed Attachment 1 Bid Proposal form MUST be included with Bid Submission					
Instruction to save Attachment from Demandstar website: Perform "File Save As" and save spreadsheet to your computer. Fill in pricing in the highlighted cells electronically.					
Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated, if submitted electronically.					
NAME OF BUSINESS: <u>Diamond Cleaners of Port Orange LLC</u>					
CONTACT PERSON: <u>Nancy Nietubyc</u>					
EMAIL ADDRESS: <u>nietubyc@diamondcleaners.com</u>					
AUTHORIZED SIGNATURE: 					
ITEM #	DESCRIPTION	ESTIMATED QUANTITY	MONTHLY/ANNUALLY	UNIT PRICE	EXTENDED PRICE
POLICE DEPARTMENT/UNIFORM PERSONNEL					
1	Pants/Trousers	175	Monthly	\$ 2.30	\$ 402.50
2	Short Sleeve Uniform Shirts	50	Monthly	\$ 1.47	\$ 73.50
3	Summer Uniform Shirts (Pullover Style)	175	Monthly	\$ 1.37	\$ 239.75
4	Polo Style Shirts (Marked w/ Dept. Insignia)	50	Monthly	\$ 1.96	\$ 98.00
5	Clip On Polyester Ties	5	Monthly	\$ 2.44	\$ 12.20
6	Winter Jackets	50	Annually	\$ 5.87	\$ 293.50
7	Jail Jumpsuits	5	Monthly	\$ 5.87	\$ 29.35
8	Repairs/Alterations/Mending	15	Monthly	\$ 9.78	\$ 146.70
				POLICE DEPARTMENT SUBTOTAL:	\$ 1,295.50
DETECTIVE/ADMINISTRATIVE PERSONNEL/UNDERCOVER (PLAIN CLOTHES)					
1	Pants/Trousers	200	Monthly	\$ 2.30	\$ 460.00
2	Short Sleeve Button-Up Shirts	10	Monthly	\$ 1.47	\$ 14.70
3	Long Sleeve Button-Up Shirts	125	Monthly	\$ 1.71	\$ 213.75
4	Polo/Golf Style Shirts	125	Monthly	\$ 1.96	\$ 245.00
5	Female Blouses	30	Monthly	\$ 2.44	\$ 73.20
6	Skirts	10	Annually	\$ 3.67	\$ 36.70
7	Dresses	5	Annually	\$ 6.84	\$ 34.20
8	Ties	20	Monthly	\$ 2.44	\$ 48.80
9	Sport Coats (Suit Jackets)	25	Annually	\$ 3.42	\$ 85.50
10	Sweaters	10	Annually	\$ 2.93	\$ 29.30
				DETECTIVE/ADMINISTRATIVE PERSONNEL/UNDERCOVER SUBTOTAL:	\$ 1,241.15
FIRE/RESCUE DEPARTMENT					
1	Shirts	150	Monthly	\$ 1.71	\$ 256.50
2	Trousers	150	Monthly	\$ 2.30	\$ 345.00
3	Jackets	30	Annually	\$ 3.42	\$ 102.60
4	Repairs	10	Monthly	\$ 9.78	\$ 97.80
5	Skirts	8	Monthly	\$ 3.67	\$ 29.36
				FIRE/RESCUE DEPARTMENT SUBTOTAL:	\$ 831.26
CODE ENFORCEMENT					
1	Repairs	5	Annually	\$ 9.78	\$ 48.90
				CODE ENFORCEMENT SUBTOTAL:	\$ 48.90
				TOTAL BASE BID:	\$ 3,416.81



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 2020, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and _____, a _____ corporation whose principal address is _____ ("Contractor"). The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

(a) The Contractor hereby agrees to provide to the City laundry and dry cleaning of garments for City Department, Police, and Fire personnel, pursuant to Intent to Bid 20-13 ("ITB 20-13"). This Contract together with ITB 20-13, Addenda, and Contractor's proposal, all of which may be referred to as the "Contract" and all of which are made a part hereof by reference, shall constitute the formal written contract between the City and Contractor. For convenience, Section 3, Scope of Services, from ITB 20-13, and the Bid Tabulation as submitted by Contractor in Contractor's Proposal, are attached hereto as **Exhibit "1"**. A complete copy of ITB 20-13, Addenda, and Contractor's Proposal are available in the Office of the City Clerk. Contractor represents that they are familiar with the documents that make up the Contract, as referenced hereinabove.

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

Term: The initial term of this Contract shall become effective on the last date the Contract is signed by the Parties and shall continue for a period of one-year ("Initial Term").

Renewals: Upon written agreement of the Parties, this Contract may be renewed for two (2) one-year periods, subject to review and approval of the City Manager and budget appropriation.

Manner and Place: The work shall be performed in accordance with and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances.

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

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

2. City Obligations. In return for the services identified above, the City agrees to compensate the Contractor at the pricing set forth in Exhibit "1," attached hereto, in an amount not to exceed _____ and ____/100 Dollars (\$_____). 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 Police Chief, Thomas Grimaldi, shall perform contract administration of this Contract. The City may change the contract administrator, from time to time and at any time, upon written notice to Contractor. For notice provisions, see the paragraph below entitled "Notice."

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

5. Termination for Convenience of the City

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

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

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

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

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

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

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

- (i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
 - (1) the cost of work performed or supplies delivered;

- (2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;
- (3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.
- (ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

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

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

7. Termination for Default. Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein. In the event of default by the contractor, the City reserves the right to procure the item(s) bid from other sources and holds the bidder responsible for excess costs incurred as a result. City Council may elect to refrain from doing business with the bidder as stipulated in City Code 2-276 Suspension and Disbarment.

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 required by the City to perform the service.

(b) Upon request from the City's custodian of public records, provide the City with a copy of the requested record or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the City.

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

If Contractor does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Contractor may be subject to penalties under Section 119.0701, Florida Statutes.

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

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, as required herein, during the life of this Contract. Contractor shall provide to the City, a certificate of insurance endorsing the City of Port Orange as an additional named insured. All insurance coverages of the Contractor shall be primary and non-contributory. All insurance coverages of the Contractor shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation coverage, the Contractor's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured for workers' compensation. The City shall not accept Workers' Compensation Exemptions. Contractor may use leased employees if the Contractor ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access the jobsite. Any Contractor using a leased employee shall complete the City's Leased Employee Affidavit Form Exhibit. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572.

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. Contractor shall not commence work under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing the required insurance. Insurer shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City no later than 10 days after non-payment. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages.

Contractor shall require and ensure each of its subcontractors to maintain, until the completion of the subcontractor's work, insurance of the types and to the limits set forth herein. All insurance coverages shall be primary and non-contributory. All insurance coverages of the subcontractors shall not seek contribution from any other insurance or self-insurance available to the City. The Contractor is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Contractor to ensure the subcontractors maintain the required coverage, shall not relieve the Contractor of any contractual responsibility, obligation or liability.

The City reserves the right to increase insurance coverage as determined for higher risk contracts.

The acceptance by the City of any Certificate of Insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with this Contract and does not waive the insurance required by this Contract.

Should at any time the Contractor or subcontractors not maintain the insurance coverages required herein, the City may terminate the Contract or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract.

Standard Insurance Requirements											
	Insurance	Standards	Additional Requirements								
☒	<u>Workers' Compensation</u> The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. The City will not accept elective exemptions. Any contractor using an employee leasing company shall complete the Leased Employee Affidavit Form Exhibit.	<table><tr><td><u>Contract Amount</u></td><td><u>Limits</u></td></tr><tr><td>Up to \$10 million</td><td>Statutory/\$500,000</td></tr><tr><td>\$10 - \$20 million</td><td>Statutory/\$1,000,000</td></tr><tr><td colspan="2">Contracts over \$20 million To Be Determined by the City.</td></tr></table>	<u>Contract Amount</u>	<u>Limits</u>	Up to \$10 million	Statutory/\$500,000	\$10 - \$20 million	Statutory/\$1,000,000	Contracts over \$20 million To Be Determined by the City.		☐ If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐ If vessels involved, Jones Act coverage with limits of \$500,000 required.
<u>Contract Amount</u>	<u>Limits</u>										
Up to \$10 million	Statutory/\$500,000										
\$10 - \$20 million	Statutory/\$1,000,000										
Contracts over \$20 million To Be Determined by the City.											
☒	Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$1,000,000 occurrence \$1,000,000 aggregate	☐ When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.								

☒	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles.	<u>Limits:</u> Auto Liability Body Injury and Property Damage: \$1,000,000 each occurrence \$1,000,000 aggregate	
Additional Insurance Requirements			
☐	Property Insurance Builders Risk. <u>Additional Coverage:</u>	<u>Limits:</u> Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☐	Professional Liability	<u>Limits:</u> Coverage - \$1,000,000	
☐	Installation Floater (IT)	<u>Limits:</u> Coverage - \$ <u>To be determined.</u>	
☐	Contractor Pollution Liability	<u>Limits:</u> Coverage - \$1,000,000	
☐	Errors and Omissions	<u>Limits:</u> Coverage - \$1,000,000	
☐	Umbrella Policy	<u>Limits:</u> Coverage – \$ <u>To be determined.</u>	
☐	Payment and Performance Bond Required	<u>Limits:</u> Coverage - Equal to amount of Contract.	
☐	City Manager waives Payment and Performance Bond for work under \$25,000.00.		
☐	Unless otherwise required by law, City Manager waives Insurance for FOB goods under \$25,000.00.		

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

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

14. Modifications or Changes to this Contract

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

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

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

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

15. Sovereign Immunity. The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract

to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

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

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

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

18. Inspection

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

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as provided in the clause of this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

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

19. Liability for Loss or Damage.

(a) 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.

(b) To the fullest extent permitted by law, in addition to the express duty to indemnify City when there is any causal connection between Contractor's work and any injury, loss, damage, death or property damage, Contractor expressly undertakes a duty to defend City as a separate duty, independent of and broader than the duty to indemnify. The duty to defend agreed to by Contractor hereby expressly include all costs of litigation, attorney's fees, settlement costs and reasonable expenses in connection with the litigation, whether or not the claims made for loss, injury, damage or property damage are valid or groundless and regardless of whether the defense of City is maintained by the City or assumed by Contractor as long as the claims made could be causally connected to Contractor as reasonable determined by City.

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

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

23. **Controlling Law.** **THIS 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. This Contract includes all additional provisions as may have been outlined in written quotes and purchase orders and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work. In the event of a conflict between any attachments or exhibits to this Contract, and this Contract, the language of this Contract shall control.

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

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

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

Copy to: City of Port Orange
Attention: Thomas Grimaldi, Police Chief
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5870

Contractor: _____
Attention: _____

() - - Telephone
@ .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:

By: _____

Printed Name: _____

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 _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this ____ day of _____, 2020, by _____, as _____ of _____, a _____ corporation. He/She is ____ personally known or ____ produced _____ as identification.

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

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Donald O. Burnette, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

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

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

Witnesses:

ATTEST:

Printed Name: _____

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

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

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

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



End of Solicitation Documents



CITY OF PORT ORANGE

PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5704
purchdiv@port-orange.org

ADDENDUM NO. # 1

October 15, 2020

ITB #20-13 DRY CLEANING SERVICES

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated September 24, 2020 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

A. CLARIFICATIONS:

N/A

B. CHANGES TO SPECIFICATIONS:

N/A

C. QUESTIONS AND ANSWERS:

Question 1: What is the budgeted amount for this project?

Answer: The budgeted amount for this project is \$30,000.00 per Fiscal Year.

Question 2: Can a vendor outside of the City of Port Orange city limits bid on this solicitation?

Answer: Yes, there are no restrictions on prospective bidders based on location. However, please keep in mind that a prospective awardee must be able to meet the delivery requirements found in Section 3, Page 11 of the solicitation. *"Turnaround time for the laundry cleaning service for both the Police (uniformed and non-uniformed personnel) and Fire Departments uniforms must be returned within five (5) calendar days maximum. The Police Department and Fire Department requires their laundry to be picked up and delivered three (3) times per week (schedule of days to be agreeable between respective parties) from the locations listed below. A specific laundry area/room will be provided for this service at 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. The Police Department is located at 4545 Clyde Morris Blvd, Port Orange, Florida, 32129. The Fire Department is located at 1090 City Center Boulevard Port Orange, Florida, 32129."*

Question 3: Why is the City of Port Orange soliciting these services?

Answer: The City is putting these services out to bid because the previous contract has expired.

Michael Hall
Buyer
mhall@port-orange.org

In all other respects, except as specifically stated herein, the subject ITB #20-13 DRY CLEANING SERVICES remains unchanged.

END OF ADDENDUM NO. #1

2021 City of Port Orange Business Tax Receipt



DIAMOND CLEANERS OF PORT ORANGE
3818 NOVA RD D

PORT ORANGE FL 32127-4949

ISSUE DATE: August 10, 2020

EXPIRATION DATE: September 30, 2021

OWNER NAME: NANCY NIETUBYC
BUSINESS ADDRESS: 3818 NOVA RD D

BUSINESS TAX NUMBER: 21-00022878
CLASSIFICATION: DRY CLEANER COMMERCIAL
COMMENTS:
STATE LICENSE NUMBER:
(If Applicable)

TOTAL PAID: \$20.00

RESTRICTIONS:

THIS TAX RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS.

This receipt represents a business tax only. It is not a competency card and is not meant to be a certificate of the holder's ability to perform the service in which he or she is licensed. The issuance of this business tax does not constitute a permit to act in violation of any city codes, regulations or ordinances.

The renewal period for Business Taxes starts July 1st and runs through September 30th. We mail the Local Business Tax renewals in July as a courtesy reminder to allow time for processing payments, printing, and mailing renewed Receipts. It is the receipt holder's responsibility to renew before the expiration date to avoid penalties.

Should a business fail to pay their business tax before January 31st, the City will enforce payment of the tax with an additional \$250.00 fee as stated in Florida Statute 205.053(3): provides any business owner who does not pay the required business tax within 150 days after the initial notice of tax due, and who does not obtain the required Receipt is subject to civil actions and penalties, including court costs, reasonable attorney's fees, additional administrative costs incurred as a result of collection efforts and an additional

2020/2021

Volusia County Business Tax Receipt

Issued pursuant to F.S. 205 and Volusia County Code of Ordinances Chapter 114-1 by:
Volusia County Revenue Division - 123 W Indiana Ave, Room 103, DeLand, FL 32720 - (386) 736-5938

Account # 201806140004 Expires: September 30, 2021
Business Location: 3818 NOVA RD #D



OPENING

ITEM #	DESCRIPTION	Estimated Quantity
POLICE		
1	Pants/Trousers	175
2	Short Sleeve Uniform Shirts	50
3	Summer Uniform Shirts (Pullover Style)	175
4	Polo Style Shirts (Marked w/ Dept. Insignia)	50
5	Clip On Polyester Ties	5
6	Winter Jackets	50
7	Jail Jumpsuits	5
8	Repairs/Alterations/Mending	15
DETECTIVE/ADMINISTRATIVE		
1	Pants/Trousers	200
2	Short Sleeve Button-Up Shirts	10
3	Long Sleeve Button-Up Shirts	125
4	Polo/Golf Style Shirts	125
5	Female Blouses	30
6	Skirts	10
7	Dresses	5
8	Ties	20
9	Sport Coats (Suit Jackets)	25
10	Sweaters	10
CORPORATE		
1	Shirts	150
2	Trousers	150
3	Jackets	30
4	Repairs	10

G DATE/TIME: October 22, 2020 @ 2:30PM

Amended Bid Tabulation

ITB #20-13

DRY CLEANING SERVICES

		Diamond Cleaners of Port Orange LLC	
		Port Orange, FL	
Monthly/ Annually	Monthly/ Annually	Unit Cost	Extended Cost
POLICE DEPARTMENT/UNIFORM PERSONNEL			
Monthly	12.00	\$ 2.30	\$ 4,830.00
Monthly	12.00	\$ 1.47	\$ 882.00
Monthly	12.00	\$ 1.37	\$ 2,877.00
Monthly	12.00	\$ 1.96	\$ 1,176.00
Monthly	12.00	\$ 2.44	\$ 146.40
Annually	1.00	\$ 5.87	\$ 293.50
Monthly	12.00	\$ 5.87	\$ 352.20
Monthly	12.00	\$ 9.78	\$ 1,760.40
ADMINISTRATIVE PERSONNEL/UNDERCOVER (PLAIN CLOTHES)			
Monthly	12.00	\$ 2.30	\$ 5,520.00
Monthly	12.00	\$ 1.47	\$ 176.40
Monthly	12.00	\$ 1.71	\$ 2,565.00
Monthly	12.00	\$ 1.96	\$ 2,940.00
Monthly	12.00	\$ 2.44	\$ 878.40
Annually	1.00	\$ 3.67	\$ 36.70
Annually	1.00	\$ 6.84	\$ 34.20
Monthly	12.00	\$ 2.44	\$ 585.60
Annually	1.00	\$ 3.42	\$ 85.50
Annually	1.00	\$ 2.93	\$ 29.30
FIRE/RESCUE DEPARTMENT			
Monthly	12.00	\$ 1.71	\$ 3,078.00
Monthly	12.00	\$ 2.30	\$ 4,140.00
Annually	1.00	\$ 3.42	\$ 102.60
Monthly	12.00	\$ 9.78	\$ 1,173.60

Monthly	12.00	\$ 3.67	\$ 352.32
CODE ENFORCEMENT			
Annually	1.00	\$ 9.78	\$ 48.90
Total PD			\$ 25,217.50
Total Fire			\$ 8,846.52
		TOTAL BID:	\$ 34,064.02
Plans Submitted:		YES	
Responsible Bidder:		YES	

OS ARE SUBJECT TO VERIFICATION FOR ACCURACY, AND FOR SPECIFICATION AND
 .ATIONS

Brooke Cleaners	
Daytona Beach, FL	
Unit Cost	Extended Cost
\$ 2.25	\$ 4,725.00
\$ 2.00	\$ 1,200.00
\$ 2.00	\$ 4,200.00
\$ 2.00	\$ 1,200.00
\$ 1.50	\$ 90.00
\$ 5.00	\$ 250.00
\$ 6.00	\$ 360.00
\$ 6.00	\$ 1,080.00
\$ 2.25	\$ 5,400.00
\$ 2.00	\$ 240.00
\$ 2.00	\$ 3,000.00
\$ 2.00	\$ 3,000.00
\$ 3.00	\$ 1,080.00
\$ 3.45	\$ 34.50
\$ 6.00	\$ 30.00
\$ 1.50	\$ 360.00
\$ 5.00	\$ 125.00
\$ 3.50	\$ 35.00
\$ 2.00	\$ 3,600.00
\$ 2.25	\$ 4,050.00
\$ 5.00	\$ 150.00
\$ 6.00	\$ 720.00

\$ 3.45	\$ 331.20
\$ 6.00	\$ 30.00
\$ 26,439.50	
\$ 8,851.20	
TOTAL BID:	\$ 35,290.70
YES	
YES	

) CONTRACT COMPLIANCE. NO CONCLUSIONS



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 12/15/2020

Consent item: Yes

SUBJECT: (C10c) Approval of Change Order No 1 to the EJCDC Agreement (CA6846) with General Underground, LLC for additional scope of service to replace 12" PVC water main on Spruce Creek Road from Merrimac & Westminster Street

DEPARTMENT: Public Utilities

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve Change Order 1 to the EJCDC Agreement (CA6846) between the City and General Underground, LLC, dated 10/29/2019 for South Commonwealth Water Main Improvements. Change Order will not require spending authority increase, only additional time to complete added scope.

SUMMARY: On October 29, 2019, the City entered into an EJCDC Agreement (CA6846) with General Underground, LLC for the South Commonwealth Water Main Improvements, under ITB 19-12.

Due to recent infrastructure failures, a change order is necessary to add an additional scope of work and time to complete a 12" water main replacement PVC on Spruce Creek Road from Merrimac Street to Westminster Street. The subject water main has had multiple breaks in the recent past causing property damage to an adjacent residence twice. This section of watermain was originally installed in the mid 1980's using a lesser grade of PVC and on a bed of coquina rock. Both of these factors are believed to be the cause of the multiple breaks of the existing water main. The replacement watermain will be installed via horizontal directional drill using HDPE pipe.

The current project has been under budget and ahead of schedule. Change Order No 1 will only be for an additional 30 days. This will move the Final Completion date from December 31, 2020 to January 30, 2021. There is no proposed increase in spending authority. There is sufficient funds remaining to cover the cost of the additional scope of services for the Spruce Creek Road Water Main replacement.

Project No.: Funding Account No.:

Presenter: Lynn Stevens

ATTACHMENTS:

1.	General Underground - Change Order No 1	General Underground - Change Order No 1.pdf
2.	General Underground South Commonwealth CO1 Memo	General Underground South Commonwealth CO1 Memo.docx

3.	CO No 1 - Scope	CO No 1 - Scope.pdf
4.	General Underground EJCDC CA6846	General Underground EJCDC CA6846.pdf
5.	Notice to Proceed	Notice to Proceed.pdf

Julia Wiggins	Created/Initiated - 11/4/2020
Kynah Cockcroft	Approved - 11/4/2020
Junos Reed	Approved - 11/4/2020
Steve Parnell	Approved - 11/4/2020
Lynn Stevens	Approved - 11/10/2020
Lupe Reyna-Coffin	Approved - 11/11/2020
Scott Neils	Approved - 11/11/2020
Matthew Jones	Approved - 12/3/2020
Alan Rosen	Approved - 12/3/2020
Robin Fenwick	Final Approval - 12/4/2020

CHANGE ORDER NO. 1
To the EJCDC Agreement dated October 29, 2020
GENERAL UNDERGROUND LLC, Contractor

Project: ITB 19-12 South Commonwealth Water Main Improvements

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE: Original Contract Price: \$2,149,764.10* *Original Contract price includes a 10% contingency allowance: Actual Project Cost: \$1,954,331.00 10% Contingency: \$ 195,433.10	CHANGE IN CONTRACT TIMES: Original Contract Times: Substantial Completion: 360 days Final Completion: 390 days (January 6, 2020 NTP Issued)
Net changes from previous Change Order: N/A	Changes in contract time from previous Change Orders: N/A days
Contract Price prior to this Change Order: \$2,149,764.10	Contract Completion Date prior to this Change Order: Substantial Completion: December 31, 2020 Final Completion: January 31, 2021
Net Increase (decrease) of this Change Order: No Net Increase/Decrease. Project Cost Breakdown: Original Scope: \$1,867,656.24 No. 1 Scope Change \$203,350.00	Changes in contract time requested this Change Order: No. 1: 30 days
Contract Price with all approved Change Orders: Cost spent to date \$2,071,006.24 Contract Price \$2,149,764.10	Contract Times with all approved Change Orders: Substantial Completion: January 30, 2021 Final Completion: March 1, 2021

CHANGES ORDERED:

- I. GENERAL: This Change Order is necessary to cover changes in the work to be performed under the EJCDC Agreement entered into by and between the parties on October 29, 2019.
- II. REQUIRED CHANGES: Required to add an additional scope of service to provide for the replacement of 1,600 lineal feet of 12" PVC water main on Spruce Creek Road from Merrimac to Westminster with a 12" HDPE pipe by horizontal directional drill method. No goods shall be delivered, nor services commenced hereunder until this Change Order has been fully executed by all parties.
- III. JUSTIFICATION: This Change Order is at the request of the City. The subject water main on Spruce Creek Road experienced a break recently and the City would like to remove the substandard main to prevent future breaks. The cost to replace has been estimated and submitted by General Underground LLC. The cost of the pipe and all other items appear to be fair and reasonable based on recent bids for similar items. There is sufficient budget on the current purchase order and no additional funds will be requested. An additional thirty (30) days is being requested. This will move the Final Completion date from January 31, 2021 to March 1, 2021 to allow for work to be completed and paperwork to be processed.
- IV. PAYMENT: Payment for this Change Order shall be made in accordance with the terms of the EJCDC Agreement subject to a limit up to but not to exceed the original contract amount of \$2,149,764.10. No increase necessary. 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.
- V. This Change Order 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 Change Order shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Change Order.

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:

**JUNOS REED, PW & PU ENGINEER &
CONSTRUCTION MANAGER**

Department Project Manager

ACCEPTED BY:

GENERAL UNDERGROUND LLC

Contractor

By: _____

Junos Reed, PW & PU Engineer &
Construction Manager

Date Signed: _____

By: _____

Chris Brown, Owner/President

Date Signed: _____

RECOMMENDED BY:

N/A

City's Representative

RECOMMENDED BY:

N/A

Engineer of Record

By: _____

Printed Name: _____

Title: _____

Date Signed: _____

By: _____

Printed Name: _____

Title: _____

Date Signed: _____

APPROVED BY:
CITY OF PORT ORANGE
Department Head

By: _____
Lynn Stevens, Public Works & Utilities
Director

Date Signed: _____

City Manager

By: _____
Alan Rosen, Interim City Manager

Date Signed: _____

If Council approval is required:

Affirmed:

By: _____
Donald O. Burnette, Mayor

Shelby Field, Assistant City Clerk

Date Signed: _____

Date Signed: _____

12-inch water main replacement on Spruce Creek Rd

1	Mobilization/Demob/Locate Existing Utilities	1	LS	\$ 9,000.00	\$ 9,000.00
2	MOT (Auto & Pedestrian Traffic)	1	LS	\$ 7,000.00	\$ 7,000.00
3	12" HDPE Via HDD	1600	LF	\$ 75.00	\$ 120,000.00
4	12" GV	2	EA	\$ 3,000.00	\$ 6,000.00
5	8" GV	1	EA	\$ 1,350.00	\$ 1,350.00
6	Cut/Cap/Grout fill Existing Main	1	LS	\$ 18,000.00	\$ 18,000.00
7	Connection to Existing Main 4 Locations	1	LS	\$ 12,000.00	\$ 12,000.00
8	Restoration	1	LS	\$ 20,000.00	\$ 20,000.00
9	AsBuilt Survey	1	LS	\$ 10,000.00	\$ 10,000.00
TOTAL					\$ 203,350.00



City of Port Orange Public Works and Utilities Department

TO: M.H. Johansson, City Manager

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

FROM: Junos Reed, Engineering and Construction Manager

DATE: October 5, 2020

SUBJECT: General Underground, LLC – South Commonwealth Water Main
Improvements Change Order 1

REQUEST:

The Public Works and Utilities Department is requesting Council to approve Change Order 1 to the EJCDC Agreement (CA6846) between the City and General Underground, LLC, dated 10/29/2019 for South Commonwealth Water Main Improvements. Change Order will not require spending authority increase, only additional time to complete added scope, 12" PVC water main on Spruce Creek Road from Merrimac Street to Westminster Street.

PURPOSE:

The purpose of this request is for water main improvements in an area known for infrastructure failure.

CONSIDERATION:

On October 29, 2019, the City entered into an EJCDC Agreement (CA6846) with General Underground, LLC for the South Commonwealth Water Main Improvements, under ITB 19-12.

Due to recent infrastructure failures, a change order is necessary to add an additional scope of work and time to complete a 12" water main replacement PVC on Spruce Creek Road from Merrimac Street to Westminster Street. The subject water main has had multiple breaks in the recent past causing property damage to an adjacent residence twice. This section of watermain was originally installed in the mid 1980's using a lesser grade of PVC and on a bed of coquina rock. Both of these factors are believed to be the

cause of the multiple breaks of the existing water main. The replacement watermain will be installed via horizontal directional drill using HDPE pipe.

The current project has been under budget and ahead of schedule. Change Order No 1 will only be for an additional 30 days. This will move the Final Completion date from December 31, 2020 to January 30, 2021. There is no proposed increase in spending authority. There is sufficient funds remaining to cover the cost of the additional scope of services for the Spruce Creek Road Water Main replacement.

FUNDING:

Project URP001

Funds: 401,403, & 405

Fund Names: Water & Sewer System, Water & Sewer R&R, Impact Fee

Cost Center: Water and Sewer

Program: No program assignment on original PO-000220

Spend Category: Water – Capital

Total Contract Price \$2,149,734.10

Total Completed to date 1,867,656.24

Total needed to complete original scope \$1,917,656.24

Total Savings from original scope \$232,107.86

Total estimated for Change Order One 203,350.00

RECOMMENDATION:

The Public Works and Utilities Department is recommending Council to approve Change Order 1 to the EJCDC Agreement (CA6846) between the City and General Underground, LLC, dated 10/29/2019 for South Commonwealth Water Main Improvements. Change Order will not require spending authority increase, only additional time to complete added scope.

ANTICIPATED SCHEDULE:

Change in contract time requested with Change Order No. 1 is thirty (30) days.

Original Completion Date: December 31, 2020

Completion Date with Change Order No. 1: January 30, 2021

ATTACHMENTS:

1. General Underground, LLC. EJCDC Agreement CA6846
2. Notice to Proceed
3. Change Order No 1 draft documents
4. Scope of work

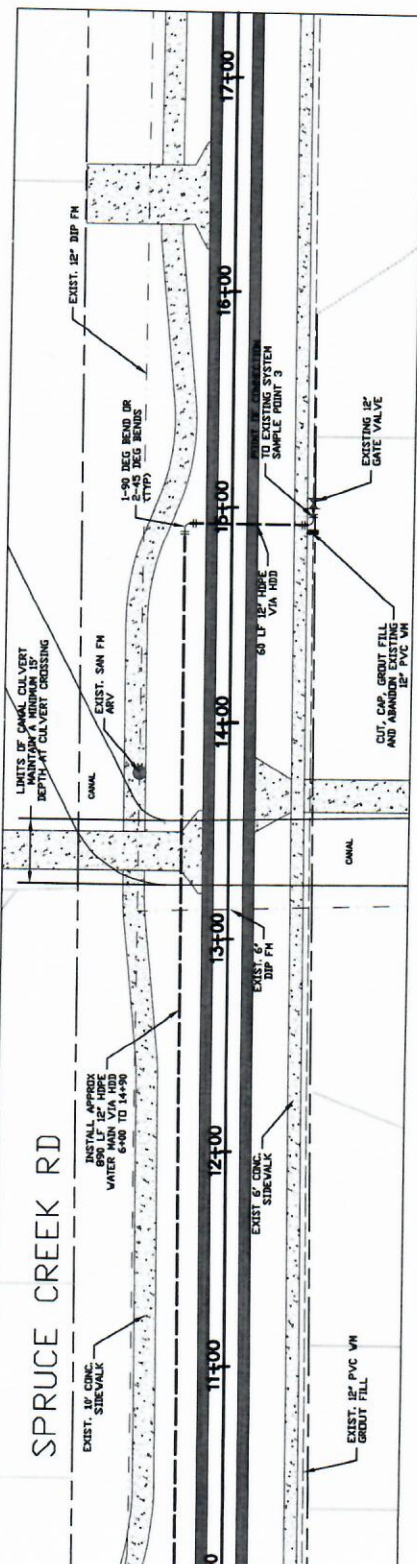
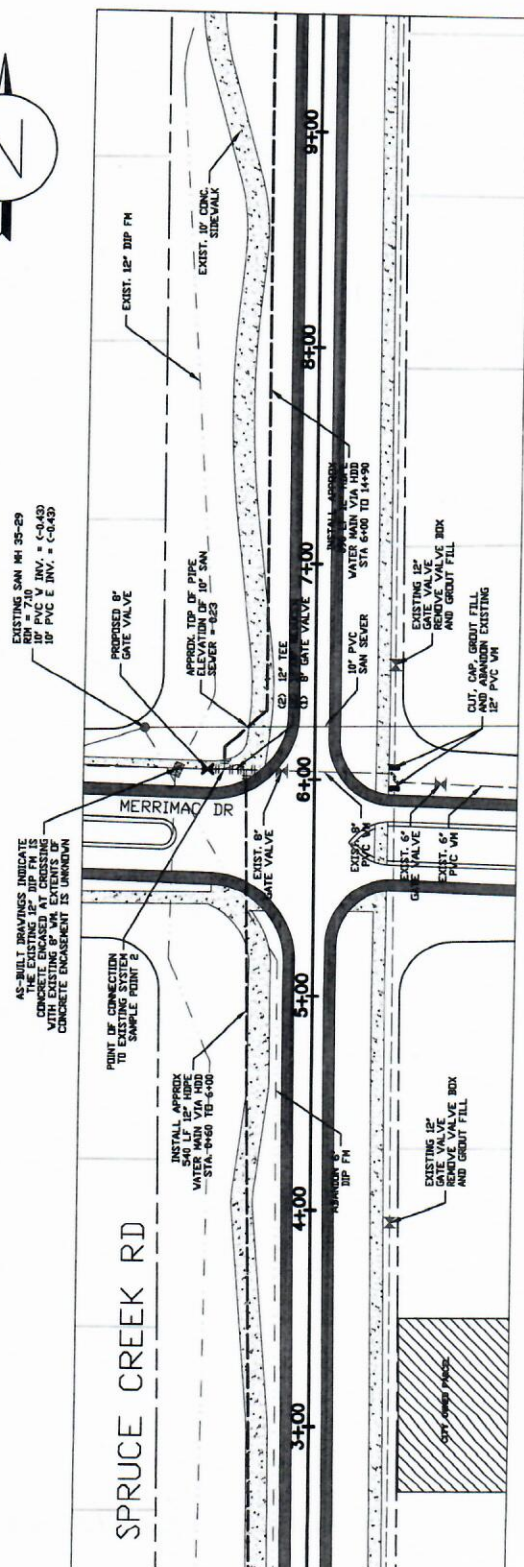
CC: Steve Parnell, Deputy Director of Public Utilities
Graeme Gardner, Field Operations Manager

12-inch water main replacement on Spruce Creek Rd

1	Mobilization/Demob/Locate Existing Utilities	1	LS	\$ 9,000.00	\$ 9,000.00
2	MOT (Auto & Pedestrian Traffic)	1	LS	\$ 7,000.00	\$ 7,000.00
3	12" HDPE Via HDD	1600	LF	\$ 75.00	\$ 120,000.00
4	12" GV	2	EA	\$ 3,000.00	\$ 6,000.00
5	8" GV	1	EA	\$ 1,350.00	\$ 1,350.00
6	Cut/Cap/Grout fill Existing Main	1	LS	\$ 18,000.00	\$ 18,000.00
7	Connection to Existing Main 4 Locations	1	LS	\$ 12,000.00	\$ 12,000.00
8	Restoration	1	LS	\$ 20,000.00	\$ 20,000.00
9	AsBuilt Survey	1	LS	\$ 10,000.00	\$ 10,000.00
TOTAL					\$ 203,350.00

12" WATER MAIN REPLACEMENT	PROJECT NO:	DATED BY: JM	CHECKED BY: JM	ISSUE DATE: 8/5/2020	DESIGNED BY: JM	DRAWING FILE: JMF81
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SPRUCE CREEK ROAD 12-INCH
WATER MAIN REPLACEMENT
MERRIMAC TO WESTMINSTER



ca 6844

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between City of Port Orange
1000 City Center Circle
Port Orange, Florida 32129 ("Owner") and
General Underground, LLC
7650 North West 50th Street
Chiefland, Florida 32626 ("Contractor").

The Effective Date of this Agreement shall be _____ (If no date is specified then the Effective Date shall be the date on which the Agreement is signed by the last of the two parties.)

Owner and Contractor hereby agree as follows:

ARTICLE 1 - WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: *ITB 19-12 South Commonwealth Water Main Improvements.*

ARTICLE 2 - THE PROJECT

- 2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: *Furnishing of all labor, materials and equipment for the replacement of approximately 16,000 linear feet of undersized or aging water main with PVC water main in the South Commonwealth Boulevard area.*

ARTICLE 3 - ENGINEER

- 3.01 The Project has been designed by Bradley T. Blais, P.E. ("Engineer"), of Mead and Hunt Inc., which is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents. Engineer shall also serve as Owner's agent for purposes of approving Contractor's payment requests.

ARTICLE 4 - CONTRACT TIMES

- 4.01 *Time of the Essence*
- A. All time limits for Substantial Completion and Final Completion as stated in the Contract Documents, particularly Paragraph 4.02 below, are of the essence of the Contract.
- B. All time limits for Milestone dates set forth in the Contract Documents are of the essence of the Contract.

4.02 *Days to Achieve Substantial Completion and Final Completion*

- A. Unless as otherwise modified in a Notice to Proceed issued after the Effective Date of the Agreement or an allowable extension of time in accordance with Paragraph 12.02 of the General Conditions, the Work shall be substantially completed within **360** days after the Effective Date of the Agreement.
- B. Unless as otherwise modified in a Notice to Proceed issued after the Effective Date of the Agreement or an allowable extension of time in accordance with Paragraph 12.02 of the General Conditions, the Work shall be finally completed in accordance with Paragraph 14.06 of the General Conditions within **390** days after the Effective Date of the Agreement.
- C. If a Notice to Proceed is issued more than 60 days from the Effective Date of this Agreement, then the dates for Substantial Completion and the Final Completion shall be extended by the same number of days. (For example, if the Notice to Proceed is issued 63 days after the Effective Date of the Agreement, then the Substantial Completion and Final Completion dates shall be extended by 3 days.)

4.03 *Liquidated Damages*

- A. Contractor and Owner agree and recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss that is not readily ascertainable as of the Effective Date of this Agreement if the Work is delayed and not Substantially Completed within the time period specified in Paragraph 4.02 above, plus any allowable extension of time in accordance with Paragraph 12.02 of the General Conditions. Contractor agrees and recognizes that any delay to Substantial Completion shall constitute a material breach. Accordingly, Owner and Contractor agree that as liquidated damages for delay, Contractor shall pay Owner **\$500.00** for each day that expires after the date the Work is required to be Substantially Completed until the Contractor achieves Substantial Completion with the Work. Contractor and Owner agree and recognize that the liquidated damages set forth herein shall not be treated as a penalty and are just damages that are proportionate to any damages that might reasonably be expected to follow from a delay to Substantial Completion.
- B. Owner may withhold Contractor's final payment in order offset the liquidated damages that Contractor owes Owner. Owner may also withhold progress payments if Owner reasonably believes that Contractor's final payment will not sufficiency cover the liquidated damages that Contractor owes Owner.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C below:

- A. For all Work other than Unit Price Work, a lump sum of: \$_____

Any allowances specifically identified and called for in the Contract Documents are included in the above price in accordance with Paragraph 11.02 of the General Conditions.

- B. For all Unit Price Work in accordance with Paragraph 11.03 of the General Conditions, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item:

<u>UNIT PRICE WORK</u>					
<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Bid Unit Price</u>	<u>Bid Price</u>

See Exhibit "I"

Total of all Bid Prices (Unit Price Work)

\$2,149,746.10*

**Total Price includes a 10% contingency allowance*

The Bid Unit Prices set forth above are guaranteed prices. Although the Estimated Quantities are estimates and may increase or decrease based on determinations of Engineer, Contractor agrees and understands that the Bid Unit Prices shall remain the same irrespective of the quantities. Contractor understands that in agreeing to any Bid Unit Price it is agreeing to bear the risk associated with any material price increase or escalation. Owner agrees and understands that in agreeing to any Bid Unit Price it is agreeing to bear the risk associated with any material price decrease or reduction.

- C. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Progress Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions.

6.02 Progress Payments; Retainage

- A. Progress payments shall be made on account of the Contract Price on the basis of Contractor's Applications for Payment during performance of the Work in accordance with Paragraph 14.02 of the General Conditions. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed). Progress payments will be made in an amount equal to the percentage of the Work completed in accordance with the Schedule of Values, less the aggregate of payments previously made, less the retainage, and less such amounts as Engineer may determine Owner may withhold, including, but not limited to, liquidated damages.
- B. Owner shall withhold 10 percent of each progress payment as retainage until 50 percent completion. After 50 percent completion, Owner shall reduce retainage to 5 percent of each

progress payment. Fifty (50%) percent completion is the point at which Owner has expended 50 percent of the Contract Price, together with all increases in the Contract Price through allowable change orders. However, if Contractor elects to withhold more than 5 percent retainage from a subcontractor(s), it may not request the release of such retained funds from Owner.

6.03 Final Payment

- A. Final Payment inclusive of retainage shall be made to Contractor in accordance with Paragraph 14.07 of the General Conditions.

ARTICLE 7 – INTEREST

- 7.01 All monies not paid in strict accordance with Florida Statute §218.735 shall bear interest as provided for therein.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement and in determining the Contract Price, Contractor makes the following representations:
 - A. Contractor has carefully examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data." Contractor's receipt and study of such reports shall not relieve it of visiting the Site and becoming familiar with and satisfied with the Site conditions that may affect cost, progress, and performance of the Work.
 - E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of

construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 11, inclusive).
 - 2. Combination Payment and Performance Bond (pages 1 to 4, inclusive).
 - 3. Other bonds (N/A).
 - 4. General Conditions (pages 1 to 69, inclusive). **In the event of any conflict between the Agreement and the General Conditions, the terms of this Agreement shall govern.**
 - 5. Supplementary Conditions (pages 1 to 15, inclusive). **In the event of any conflict between the Agreement and Supplementary Conditions, the terms of this Agreement shall govern. However, if there is any conflict between the terms of the General Conditions and the terms of the Supplementary Conditions, the Supplementary Conditions shall govern provided that the indemnification set forth in Paragraph 6.20 of the General Conditions shall govern over any indemnification set forth in the Supplementary Conditions.**
 - 6. Composite Specifications to BID No. 19-12 [ITB 19-12] (not attached, on file with the City Public Works/Public Utilities Engineer's Office; pages 1 to 226, inclusive).

[Remainder of page intentionally left blank]

7. Drawings consisting of 47 pages, as listed on the sheet index:

No.	DESCRIPTION
G-001	COVER SHEET
G-002	KEY MAO & GENERAL CONSTRUCTION NOTES
G-003	LEGEND AND ABBREVIATIONS
G-004	VALVE LOGIC SHEET 1 OF 2
G-005	VALVE LOGIC SHEET 2 OF 2
G-091	TRAFFIC CONTROL PLAN
C-021	STORMWATER POLLUTION PREVENTION PLAN – EROSION CONTROL
C-401	FREDRICK AVENUE PLAN VIEW
C-402	FREDRICK AVENUE PLAN VIEW
C-403	ORANGE AVENUE NORTH PLAN VIEW
C-404	ORANGE AVENUE NORTH PLAN VIEW
C-405	PINELAND AVENUE NORTH PLAN VIEW
C-406	PINELAND AVENUE NORTH PLAN VIEW
C-407	TAYLOR AVENUE NORTH PLAN VIEW
C-408	TAYLOR AVENUE NORTH PLAN VIEW
C-409	NIVER STREET PLAN VIEW
C-410	NIVER STREET PLAN VIEW
C-411	NIVER STREET PLAN VIEW
C-412	NIVER STREET PLAN VIEW
C-413-407	BARLOW CIRCLE PLAN VIEW
C-414	CINDY CIRCLE PLAN VIEW
C-415	SHELDON CIRCLE PLAN VIEW
C-416	MARSAHLL CIRCLE PLAN VIEW
C-417	ORANGE AVENUE SOUTH PLAN VIEW
C-418	ORANGE AVENUE SOUTH PLAN VIEW
C-419	PINELAND AVENUE SOUTH PLAN VIEW
C-420	PINELAND C-415 AVENUE
C-421	TAYLOR AVENUE SOUTH PLAN VIEW
C-422	TAYLOR AVENUE SOUTH PLAN VIEW
C-423	ROGERS AVENUE SOUTH PLAN VIEW
C-424	ROGERS AVENUE SOUTH PLAN VIEW
C-425	NORMANDY BOULEVARD PLAN VIEW
C-426	NORMANDY BOULEVARD PLAN VIEW
C-427	NORMANDY BOULEVARD PLAN VIEW
C-428	NORMANDY BOULEVARD PLAN VIEW
C-429	ORANGE AVENUE INTERSECTION DETAILS
C-430	PINELAND AVENUE INTERSECTION DETAILS
C-431	TAYLOR AVENUE INTERSECTION DETAILS
C-432	NIVER STREET INTERSECTION DETAILS
C-433	NIVER STREET INTERSECTION DETAILS
C-434	NIVER STREET INTERSECTION DETAILS

C-435	WATER MAIN IMPROVEMENTS AT EAST OCEAN AVENUE & US HWY NO. 1
C-501	STANDARD DETAILS AND CONSTRUCTION NOTES
C-502	STANDARD DETAILS AND CONSTRUCTION NOTES
C-503	STANDARD DETAILS AND CONSTRUCTION NOTES
C-504	STANDARD DETAILS AND CONSTRUCTION NOTES
C-505	STANDARD DETAILS AND CONSTRUCTION NOTES

8. Addendum No. 3 (includes a composite of Addendums No. 1, No. 2 and No. 3; pages 1 to 6, inclusive).
9. Exhibits to this Agreement (enumerated as follows):
 - a. Exhibit No. 1 Contractor's Bid and Schedule of Unit Prices (page 1 to 3, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (N/A).
 - c. Exhibit No. 2 Contractor's Proposal (pages 1 to 41, inclusive).
 1. Affidavit Regarding Workers' Compensation
 2. Certificate for Workers' Compensation
 - d. Composite Exhibit No. 3 City's Invitation to BID No. 19-12 [ITB 19-12] (not attached, on file with the City Clerk's Office; pages 1 to 381, inclusive).
 - e. Exhibit No. 4 Intent to Award dated August 29, 2019 (page 1, inclusive).
 - f. Exhibit No. 5 ECS Florida, LLC Geotechnical Engineering Report dated December 22, 2017 (pages 1 to 53, inclusive).
10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed (pages ____ to ____, inclusive).
 - b. Work Change Directives.
 - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions and parts shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision or part that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
- B. Contractor certifies that in the event a Lien is recorded on the Project by any person or entity providing labor, services, or materials with respect to any portion of the Work, it will immediately transfer such lien to its payment bond or take other appropriate action to immediately remove the encumbrance.

10.06 *No-Damage-for-Delay*

- A. Contractor shall not be entitled to any damages (including, without limitation, expenses, costs, fees, extended field overhead and general conditions, equipment costs, home office overhead, lost productivity and inefficiency damages, additional payroll and labor costs, etc.) for any delay to its Work. Contractor's sole and exclusive remedy for a delay to its Work that is not caused by Contractor (or a person or entity performing a portion of Contractor's scope of Work) shall be an extension of time to substantially complete and finally complete the Project; provided, however, that Owner granting Contractor an extension of time is not a condition precedent to this no-damage-for-delay provision. Contractor shall also not be entitled to any damages for disruption or interference to its Work or for having to accelerate or incur additional labor or payroll costs in order to make up or overcome a delay to its Work so that it can maintain the dates for Substantial Completion and Final Completion. Contractor agrees that in determining and agreeing to the Contract Price it considered this no-damage-for-delay provision and understands that it is not entitled to any damages whatsoever for a delay to its Work.

10.07 *No Intended Third Party Beneficiaries*

- A. There are no intended third party beneficiaries to the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

CITY OF PORT ORANGE

Owner

By: Donald O. Burnette

Title: Mayor

Date:

10/29/19

Attest: Robin L. Fenwick, MMC

Title: City Clerk

Address for giving notices:

1000 City Center Circle

Port Orange, Florida 32129

General Underground, LLC
Contractor

By: Chris Brown

Title: Managing Member

Date: 10/25/2019

(If Contractor is a corporation, partnership or joint venture, attach evidence of authority to sign.)

Attest: Kim Calvert

Title: Office / Estimator

Address for giving notices:

~~7650 North West 50th Street~~ P.O Box 870

~~Chiefland, Florida 32626~~ Chiefland, FL 32644

(352) 493-7782

License No.: CGC1518531



GENERAL STATUS INQUIRY - CONTRACT BONDS

Please Return via Fax to 877-316-4880
or Email to BONDSTAT@Nationwide.com

March 26, 2020

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

Bond no: 752356 Agent State: FL

For the completion of our records in connection with bond(s) issued on behalf of General Underground, LLC, Chiefland, FL covering a contract for ITB 19-12 South Commonwealth Water Main Improvements for City of Port Orange Port Orange, FL 32129 at a contract price of \$2149764.1 effective 10/24/2019.

Without prejudicing your right to affecting our liability under our bond described above, we would appreciate such of the following information as is now available.

Yours very truly,

PLEASE REPLY SO WE CAN UPDATE AND/OR CLOSE OUR FILES

Bond Department

Nationwide Mutual Insurance Company, 1100 Locust, Dept. 2006, Des Moines, IA 50391-2006

1. IF CONTRACT IS COMPLETE, PLEASE STATE:

Approximate date of completion
of work or final deliveryApproximate date of
of acceptanceFinal
Contract Price

2. IF CONTRACT IS UNCOMPLETED, PLEASE STATE:

Approximate percentage and/or dollar amount of contract completed or delivered

% 55%\$ 1,179,539Approx. completion date 1/29/20213. Do you know of any unpaid bills for labor or material _____ Yes X No

If yes, please explain: _____

REMARKS: _____

It is understood that the information contained herein is furnished as a matter of courtesy for the confidential use of the Surety and is merely an expression of opinion. It is agreed that in furnishing this information, no guaranty or warranty of accuracy or correctness is made and no responsibility is assumed as a result of reliance by the Surety, whether such information is furnished by the owner or by an architect or engineer as the agent of the owner.

Owner: City of Port OrangeDate: 4/16/2020By: Junos ReedPhone: 386-506-5754Title: Engineering & Construction Manager

The Language of this form is acceptable to the SAA

Fax/Email:

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. 752356

PRINCIPAL:

Developer or Contractor: General Underground, LLC
Principal Business Address: 7650 North West 50th Street
Chiefland, Florida 32626
Contact Person: Chris Brown, Managing Member
Phone Number: (352) 493-7782

SURETY:

Address: Nationwide Mutual Insurance Company
One West Nationwide Blvd. 1-04-701
Columbus, OH 43125
Contact Person: Michael Maller
Phone Number: 515-508-4144

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: \$2,149,764.10 **City Case/Project No.** ITB 19-12 South Commonwealth Water Main Improvements

Description of Work: ITB 19-12 South Commonwealth Water Main Improvements

Project Location: South Commonwealth Boulevard, Port Orange, Volusia County, Florida

Legal Description: Portion of South Commonwealth Boulevard, Port Orange, Volusia County, Florida
See Exhibit "A"

Front Page

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

ITB 19-12 Commonwealth Watermain Improvements Port Orange, Florida 32127

Legal Description:

A portion of Ocean Avenue and US Highway No. 1; and

A portion of the City of Port Orange, generally South of Commonwealth Boulevard, North of Nova Road, West of US Highway 1, and East of Spruce Creek Road, including but not limited to portions of the following right-of-ways:

Fredrick Avenue
Orange Avenue
Pineland Avenue
Taylor Avenue
Niver Street
Barlow Circle
Cindy Circle
Sheldon Circle
Marshall Circle
Rogers Avenue
Normandy Boulevard.

EXHIBIT "A"

ITB 19-12 South Commonwealth Water Main Improvements

Bond No. 752356

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

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

Nationwide Mutual

BY THIS BOND, We, **GENERAL UNDERGROUND, LLC** as Principal, and Insurance Company, 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 **TWO MILLION ONE-HUNDRED FORTY-NINE THOUSAND SEVEN HUNDRED SIXTY-FOUR AND 10/100 DOLLARS (\$2,149,764.10)**, 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 EJCDC Agreement having an effective date of October 29, 2019, entered into by and between the Principal and the City, for South Commonwealth Water Main Improvements, 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 shall be deemed an original, this 29th day of October, 2019.

Attest:

GENERAL UNDERGROUND, LLC
(Name of Principal)

Chris Brown
(As to Corporate Principal) Secretary

By: [Signature]
Name/Title: Chris Brown, Managing Member

Kim Calvert Kim Calvert
(Witness to Principal)

(Corporate Seal)

Nationwide Mutual Insurance Company
(Surety)

Margie Hall
(Witness to Surety)

By: [Signature]
Name: Tyler D. DeBorja
(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.

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

STEPHEN P. FARMER, PAMELA J. THOMPSON, TYLER D. DEBORD,
MAURICE D. YOUNGMAN III, RYAN P. ROTHROCK

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 27th day of February, 2019.



Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

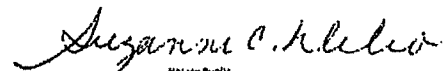


ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK: ss

On this 27th day of February, 2019, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Suzanne C. Deha
Notary Public, State of New York
No. 0326176649
Qualified in Westchester County
Commission Expires September 18, 2021

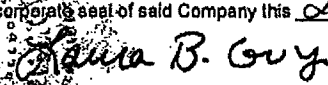


Notary Public
My Commission Expires
September 18, 2021

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 29th day of October, 2019.



Assistant Secretary



CITY OF PORT ORANGE

1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE (386) 506-5500
FAX (386) 756-5699

Notice to Proceed

November 26, 2019

Chris Brown
General Underground, LLC
P.O. Box 870
Chiefland, FL 32644

Notice to proceed on: ITB 19-12 South Commonwealth Water Main Replacement

You are hereby notified that the Contract Time under the above contract will commence to run on January 6, 2020. On this date, you are to start performing the work and your other obligations under General Underground, LLC EJCDC Agreement CA6846 – South Commonwealth Water Main Replacement project. Based on the Contract Time stated in the Agreement, the substantial completion date is December 31, 2020.

Please acknowledge receipt of this notice by signing below. Please send a copy via email with the original to follow via US Mail. If there are any questions, please contact me.

City's Representative:

Junos Reed, P.E.
Public Works & Utilities Engineering and Construction Manager
Tel: 386.506.5754

Acknowledgement

Receipt of the above "NOTICE TO PROCEED" is hereby acknowledge by

General Underground, LLC

(Firm's Name)

on this 26th day of November, 2019

By: Chris Brown, Title: Managing Member



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 12/15/2020

Consent item: Yes

SUBJECT: (C11) Resolution No. 20-71 - Partial Drainage Easement Vacation - Lot 98 Sterling Chase II (780 Foxhound Drive)

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Resolution No. 20-71 to vacate 10 feet of the existing 20-foot platted Drainage Easement on Lot 98 of the Sterling Chase PUD, Phase II Subdivision (780 Foxhound Drive).

SUMMARY: Community Development Department has received an easement vacation application for a partial vacation (10-foot) of an existing 20-foot wide drainage easement to clear up a title issue on the subject property related to a pool being constructed within the drainage easement. In 2007 a building permit was issued by the City that allowed the pool to be built within the drainage easement but at that time a partial easement vacation was not requested or processed. The subject property is located at 780 Foxhound Drive (Lot 98) of Sterling Chase Phase II Subdivision. During the recent purchase of the home at 780 Foxhound Drive, the current property owner, Ms. Sandra Oerly-Bennett, was made aware that the existing pool is located within the easement and a partial easement vacation was necessary to clear up the title issue. The property owner met with staff regarding the proposed partial easement vacation and there is no staff objection to the vacation of a 10-foot wide portion of the existing 20-foot wide Drainage Easement along the rear property line. Staff from Community Development, Public Utilities, Public Works, and the City Attorney's office have reviewed and support the request.

The easement vacation application and legal description have been reviewed for completeness and accuracy. City departments have reviewed the application and have no outstanding concerns. There are no planned drainage or utility improvements proposed for the subject area. All franchise utility companies have provided a release letter for the subject areas.

Project No.: Funding Account No.:

Presenter: Tim Burman, Margaret Tomlinson

ATTACHMENTS:

1.	Resolution No. 20-71 with exhibit	Reso No 20-71 Foxhound.pdf
2.	780 Foxhound Case Summary	780 Foxhound Case Summary.pdf

3.	780 Foxhound Easement Vacation Application	780 Foxhound Easement Vacation Application.pdf
4.	780 Foxhound Location Map	780 Foxhound Location Map.pdf
5.	780 Foxhound Survey	780 Foxhound Survey.pdf
6.	Sterling Chase II Plat	Sterling Chase II Plat.pdf

Lisa Epstein
Tim Burman
Shannon Balmer
Alan Rosen
Robin Fenwick

Created/Initiated - 11/6/2020
Approved - 11/28/2020
Approved - 12/4/2020
Approved - 12/4/2020
Final Approval - 12/4/2020

RESOLUTION NO. 20-71

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PORT ORANGE, VOLUSIA COUNTY, FLORIDA,
VACATING A PORTION OF THE REAR YARD DRAINAGE
EASEMENT LOCATED AT 780 FOXHOUND DRIVE ON
LOT 98 OF STERLING CHASE P.U.D. PHASE II; AND
PROVIDING AN EFFECTIVE DATE.

WHEREAS, Sandra K. Oerly-Bennett, is the record owner of Lot 98, Sterling Chase P.U.D., Phase II, according to the Warranty Deed recorded in Official Records Book 7905, Page 3369, Public Records of Volusia County, Florida, and have applied for the vacation of a 10-foot wide portion of the 20-foot wide northerly rear-yard drainage easement located at 780 Foxhound Drive, in connection with the construction of a pool; and

WHEREAS, the applicant has complied with the requirements of Section 177.101(4), Florida Statutes; and

WHEREAS, the City Council of the City of Port Orange has the power and authority to vacate publicly dedicated easements within the City limits under constitutional home rule powers and Chapters 166 and 177, Florida Statutes; and

WHEREAS, the City Council of the City of Port Orange has determined that the public's interest in that portion of the easements to be vacated is not required in its present location, and that it is in the best interest and welfare of the City of Port Orange and the citizens thereof to vacate and abandon that portion of the drainage and utility easements as more particularly described on the attached **Exhibit "A."**

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

Section 1. The interest of the public in the portion of the drainage and utility easements depicted and described on the attached Exhibit "A," is hereby declared to be vacated and abandoned, and any right, title and interest of the public in and to the attached easement hereby vacated are renounced and disclaimed. All other easements located within Lot 98, Sterling Chase P.U.D., Phase II, not previously vacated shall remain in full force and effect.

Section 2. By accepting this vacation of the drainage and utility easements, the Property Owner accept full and sole responsibility for any

damage to any private improvements placed or constructed within the vacated area.

Section 3. This resolution shall become effective immediately upon recording of a certified copy of this resolution in the Public Records of Volusia County, Florida.

MAYOR DONALD O. BURNETTE

ATTEST

Robin L. Fenwick, MMC, City Clerk

Adopted on the _____ day of _____, 2020

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

EXHIBIT "A"

COMMON AREA STERLING CHASE PUD PH II
MB 44 PAGES 120 TO 122 INC -
632903000001

POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
ORB = OFFICIAL RECORDS BOOK

632903000970

LOT 97

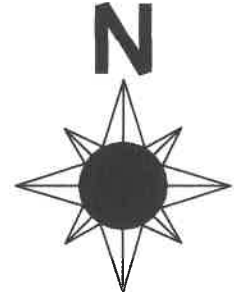
632903000990

LOT 99

LOT 98

780 FOXHOUND DR, PORT ORANGE, 32128
632903000980

SANDRA K OERLY-BENNETT
780 FOXHOUND DRIVE
PORT ORANGE FL 32128



NOTES:
1. THIS IS NOT A BOUNDARY SURVEY.
2. BEARINGS PER THE RECORD PLAT.
3. LOCATION OF PARCEL 1 BASED ON SURVEY BY OTHERS,
SUPPLIED BY CLIENT, TO C.L.S., INC.

R/W

R/W

R 525.00'
A 38.63'
D 004°12'58"
CB S87°31'08"W
C 38.62'

S89°37'37"W 51.41'
FOXHOUND DRIVE 50'

LEGAL DESCRIPTION PARCEL 1

A PORTION OF LOT 98, STERLING CHASE P.U.D., PHASE II, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN MAP BOOK 44, PAGES 120 THROUGH 122, INCLUSIVE, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID LOT 98;

THENCE S89°37'37"W, ALONG THE NORTH LINE OF SAID 98, A DISTANCE OF 13.50 FEET;

THENCE DEPARTING SAID NORTH LINE OF LOT 98, S00°22'23"E A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE S00°22'23"E A DISTANCE OF 10.00 FEET

THENCE S89°37'37"W A DISTANCE OF 36.00 FEET;

THENCE N00°22'23"W A DISTANCE OF 10.00 FEET;

THENCE N89°37'37"E A DISTANCE OF 36.00 FEET TO THE POINT OF BEGINNING.

OVERALL LEGAL DESCRIPTION: 7905-3369

LOT 98, STERLING CHASE P.U.D., PHASE II, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN MAP BOOK 44, PAGES 120 THROUGH 122, INCLUSIVE, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THIS SURVEY OF THE SUBJECT PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF. I FURTHER CERTIFY THAT THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH IN FLORIDA ADMINISTRATIVE CODE CHAPTER 5J17, ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS, PURSUANT TO FLORIDA STATUTES SECTION 472.027, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

GREGG S. CULLUM P.S.M. #5095

DATE:

SKETCH AND LEGAL DESCRIPTION

PREPARED BY

CULLUM LAND SURVEYING, INC.

5889 S. WILLIAMSON BLVD. 205

PORT ORANGE, FL. 32128

386-761-7666

CULLUMLANDSURVEYING.COM

SCALE: 1"=30'

DATE: 11/30/2020

SHEET 1 OF 1

DRAWN: GSC

CHECKED: GSC

JOB: 2020-236

REV. 1

CASE SUMMARY
CASE NO. 20-35000008
DRAINAGE EASEMENT VACATION

Submittal Date.: 11/2/2020		Application Fee: \$250.00	
Property Address/Location: 780 Foxhound Dr		Parcel No.: 6329-03-00-0980	
Staff Contact: L.Epstein/G.Holden			
Applicant's Name: Sandra K. Oerly-Bennett		Owner's Name: Sandra K. Oerly-Bennett	
Applicant's Address: 780 Foxhound Drive Port Orange, FL 32128		Owner's Address: 780 Foxhound Drive Port Orange, FL 32128	
Description of Request: Vacation of 10' (one-half) of 20-foot wide Drainage Easement for purposes of existing pool constructed in 2007; to clear up property title issues. Note: Neighboring property (Lot 97: 782 Foxhound Dr) received same easement vacation granted in 2006.			
SUMMARY OF EVENTS: Application received Advertised in News Journal CC approved request Quit claim sent to applicant/owner			
CITY COUNCIL MEETING DATE:		RESOLUTION NO.:	
COMMENTS:			



CITY OF PORT ORANGE

Department of Community Development
Engineering Division

CASE NO.

20-35000008

DATE APPLICATION RECEIVED

11/2/2020

1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129 PHONE: (386) 506-5600 FAX: (386) 506-5699
www.port-orange.org

EASEMENT VACATION APPLICATION

Applicant: Sandra K. Oerly - Bennett

Address: 780 Foxhound Drive, Port Orange FL 32128

Phone: 304-433-1737 Fax: — Email: oerlybennett@me.com

Property Owner(s): Sandra K. Oerly - Bennett

Address: 780 Foxhound Drive, Port Orange FL 32128

Phone: 304-433-1737 Fax: — Email: oerlybennett@me.com

Subject Property Address: 780 Foxhound Drive, Port Orange FL 32128

Subdivision Name: Sterling Chase

Lot Number: 98 Parcel No.: 16329-03-00-0980

(Provide a separate attachment for additional properties if necessary)

Legal Description of the proposed easement vacation area (provide a separate attachment if necessary):

Lot 98, Sterling Chase II

Purpose for the proposed easement vacation: Existing pool constructed in 2007.

REQUIRED ATTACHMENTS

1. A current, original, sealed property survey showing all structures, easements, and the proposed easement vacation area
2. A copy of the recorded deed for the property
3. A property tax payment certification or a copy of the total property tax payment receipt
4. The application processing and recording fee payment of \$250.00
5. The completed original application form (notarized signatures required on Page 2)

Applicant Signature: Sandra K. Oerly Bennett Date: 11-2-2020
Printed Name: Sandra K. Oerly - Bennett

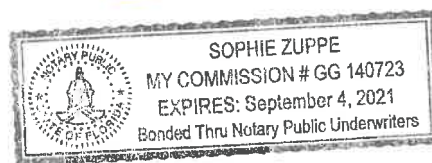
I HEREBY GRANT AUTHORIZATION FOR THE ABOVE LISTED APPLICANT TO ACT ON MY BEHALF:

Property Owner Signature: Sandra K. Oerly Bennett Date: 11-2-2020
Printed Name: Sandra K. Oerly Bennett Date: _____
Property Owner Signature: _____ Date: _____
Printed Name: _____ Date: _____

**STATE OF FLORIDA
COUNTY OF VOLUSIA**

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online
notarization this 2 day of November, 2020 by Sandra Bennett,
who ☐ is personally known to me or ☒ who has produced FIDC as identification.

Sophie Zuppe
Notary Public, State of Florida
Printed Name, Commission, & Term Expiration Date:



Altkey: 5447529
OERLY-BENNETT SANDRA K

Parcel ID: 632903000980
780 FOXHOUND DR , PORT ORANGE

Parcel

Short Parcel Id 632903000980
Property Location 780 FOXHOUND DR, PORT ORANGE, 32128
PC Code 0100 - SINGLE FAMILY
Total Bldgs 1
Neighborhood 3339 - STERLING CHASE PUD PH 1
Business Name
Homestead Property No

Primary Owner

Owner OERLY-BENNETT SANDRA K

In Care Of
Mailing Address

23 TWILIGHT LN...
MORGANTOWN WV 26501
[Change Mailing Address Online](#)

All Owners

#	Owner 1	Owner 2	Owner %	Owner Type(s)
0	OERLY-BENNETT SANDRA K		100	FS - Fee Simple

Legal

Millage Group 602-PORT ORANGE
Legal Description LOT 98 STERLING CHASE PUD PH II MB 44 PGS 120-122
INC PER OR 4454 PG 0913 PER OR 7905 PG 3369
Map TWP-RNG-SEC 16 - 33 - 29
Subdivision-Block-Lot 03 - 00 - 0980
Date Created 03-MAR-94
Year Annexed

Special Assessment

Project #	Description	Units	Rate	Amount
4021	PORT ORANGE STORMWATER	1.00	\$115.00	\$115.00

Sales

Book/Page	Instr Type	Inst #	Sale Date	V/I	Sale Price
7905 / 3369	WD-WARRANTY DEED	2020167117	08/28/2020	I	\$358,000
4454 / 0913	WD-WARRANTY DEED	1999140560	07/15/1999	V	\$169,900
4454 / 0912	WD-WARRANTY DEED	1999140559	07/15/1999	V	\$39,400

County Links

Record and Return to:
Southern Title Holding Company, LLC
2335 Beville Road
Daytona Beach, FL 32119

Prepared by:
Tami Luxton, C.L.C.
Southern Title Holding Company, LLC
2335 Beville Road
Daytona Beach, FL 32119

File Number: DB201252

(Space Above This Line For Recording Data)

Warranty Deed

This Warranty Deed made this 28th day of August, 2020, between David G. Coleman and Diane G. Coleman, husband and wife whose post office address is 348 Catalina Drive, Mooresville, NC 28117, grantor, to Sandra K. Oerly-Bennett, a married woman whose post office address is 23 Twilight Lane, Morgantown, WV 26501, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in the Volusia County, Florida, to-wit:

LOT 98, STERLING CHASE P.U.D., PHASE II, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN MAP BOOK 44, PAGES 120 THROUGH 122, INCLUSIVE, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2019.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

1st Witness Signature

Print Witness Name:

2nd Witness Signature

Print Witness Name:

David G. Coleman

Diane G. Coleman

State of North Carolina

County of Irredell

The foregoing instrument was acknowledged before me by means of (xx) physical presence or () online notarization, this 28th day of August, 2020, by David G. Coleman and Diane G. Coleman, who () are personally known to me or (x) have produced Driver(s) License as identification.

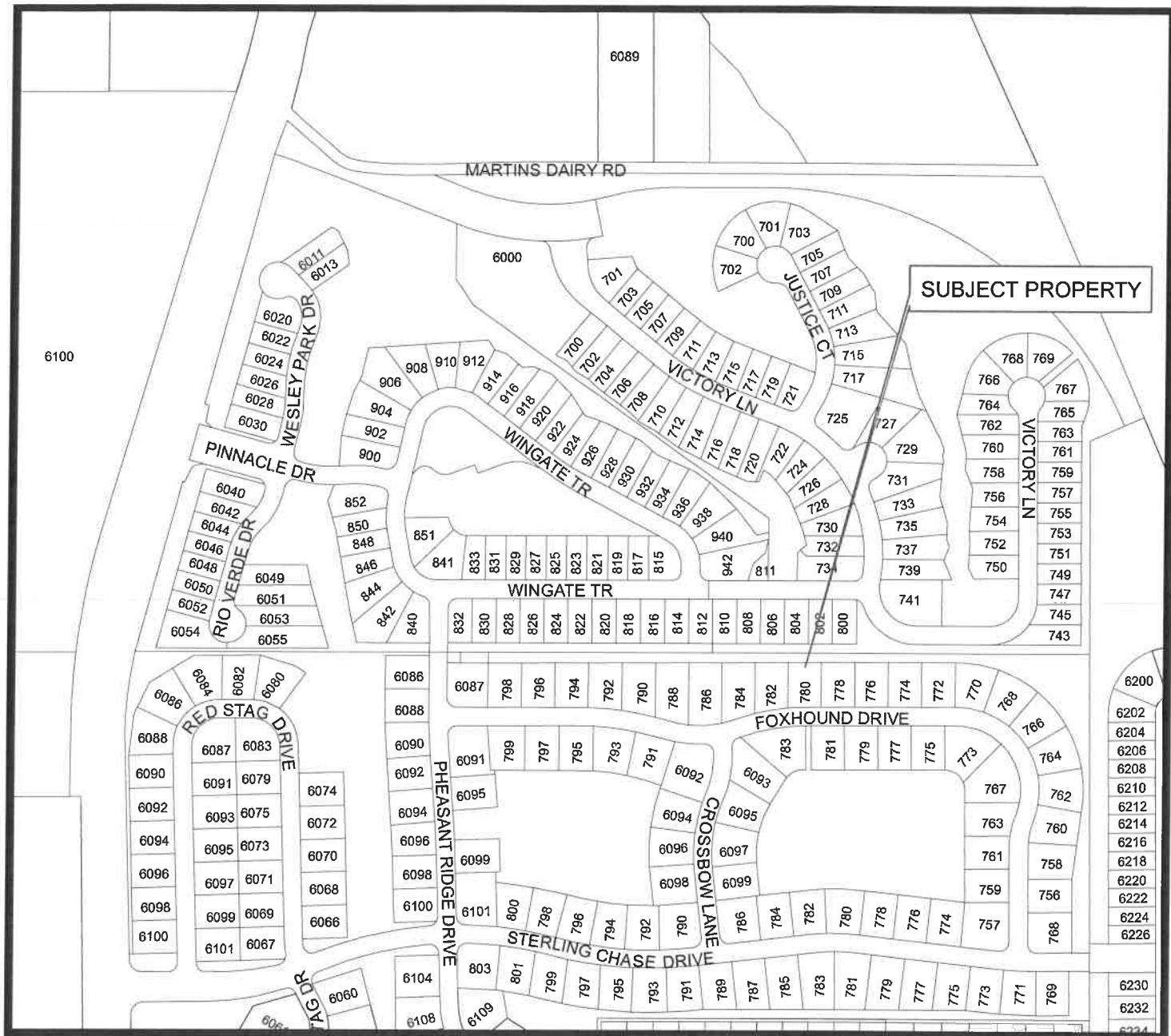
Notary Public Signature

Printed Name:

My Commission Expires:

(SEAL)

DIANNE C ELLER
Notary Public
Irredell Co., North Carolina
My Commission Expires Sept. 18, 2020



Case No.: 20-35000008

Applicant:
SANDRA K. OERLY-BENNETT

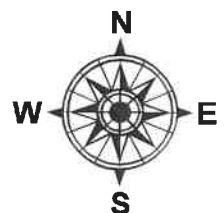
Location: 780 Foxhound Drive

Requested Action: To obtain vacation for 1/2 of 20-foot wide Drainage Easement for existing pool built in 2007



Location Map

CITY OF PORT ORANGE
DEPARTMENT OF COMMUNITY DEVELOPMENT



LEGAL DESCRIPTION: LOT 98, STERLING CHASE P.U.D., PHASE II, ACCORDING TO THE PLAT THEREOF, RECORDED IN MAP BOOK 44, PAGES 120 THROUGH 122, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.



780 FOXHOUND DRIVE
PORT ORANGE, FL.

**SOUTHERN
TITLE HOLDING
COMPANY**

Long Surveying, Inc.

"Specializing in Residential Surveying"

LB No. 7371

1061 S. Sun Dr. Ste. #1113

Lake Mary, FL 32746

Office 407-330-9717 or 407-330-9716

Fax 407-330-9775

www.longsurveying.com

DRAWN BY:
RAJESH-HP

CHECKED BY:
BRETT

CERTIFIED TO:

SANDRA OERLY BENNETT
SOUTHERN TITLE HOLDING COMPANY
FIRST AMERICAN TITLE INSURANCE COMPANY
AMERICAN FINANCIAL NETWORK, INC., ISAOA

COMMUNITY NO:

120313

PANEL:

0509

FLOOD ZONE:

X

SUFFIX:

J

F.I.R.M. DATE:

09/29/17

SURVEY NO.

109754

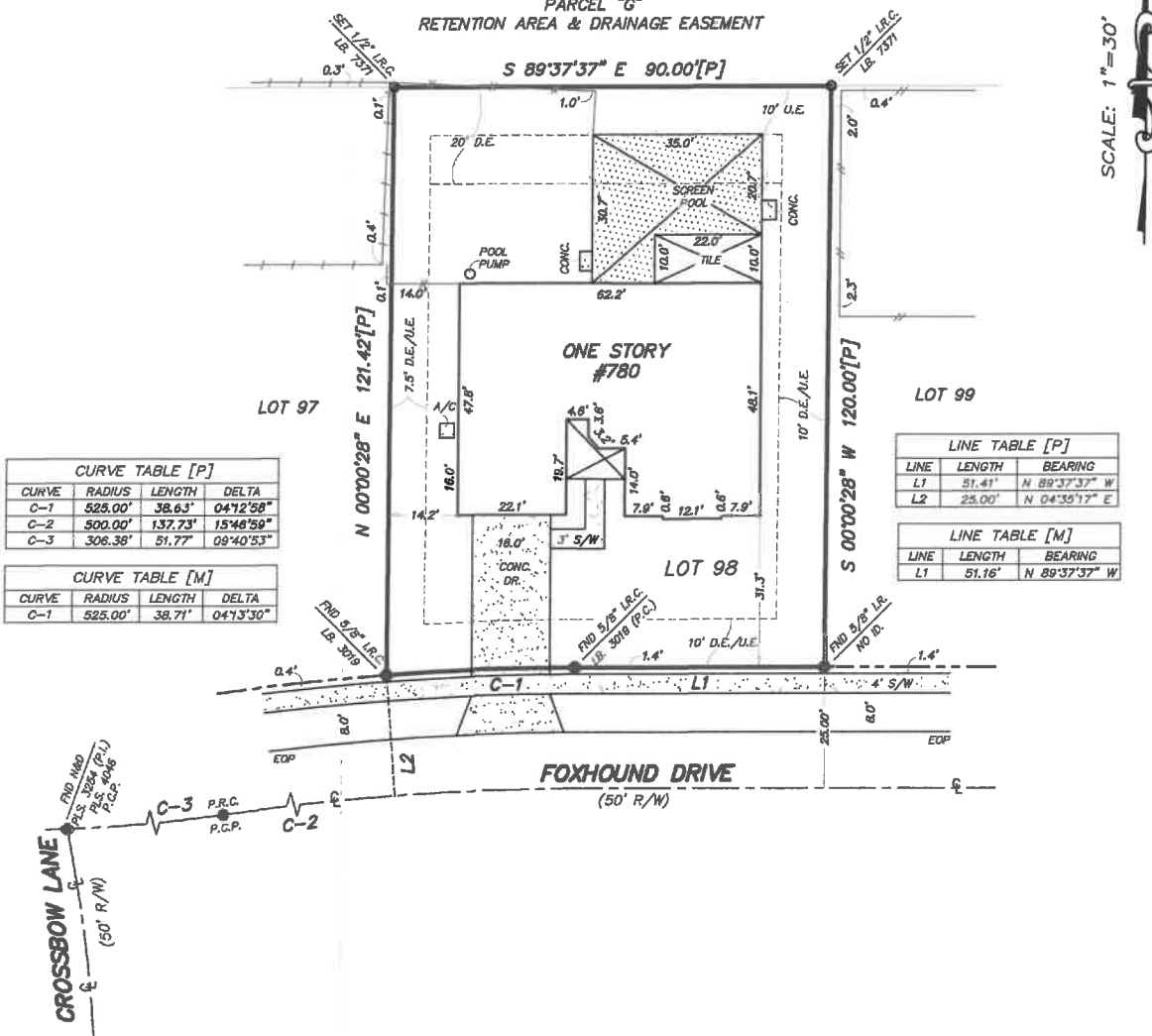
FIELD DATE:

08/19/20

Boundary Survey

PARCEL "G"
RETENTION AREA & DRAINAGE EASEMENT

S 89°37'37" E 90.00[P]



CROSSBOW LANE
(50' R/W)

FOXHOUND DRIVE

(50' R/W)

CURVE	RADIUS	LENGTH	DELTA
C-1	525.00'	38.63'	04°12'58"
C-2	500.00'	137.73'	15°48'58"
C-3	306.38'	51.77'	09°40'53"

CURVE	RADIUS	LENGTH	DELTA
C-1	525.00'	38.71'	04°13'30"

LINE	LENGTH	BEARING
L1	51.41'	N 89°37'37" W
L2	25.00'	N 04°39'17" E

LINE	LENGTH	BEARING
L1	51.16'	N 89°37'37" W

SCALE: 1"=30'

- A/C - AIR CONDITIONER
- A.E. - ALLEY EASEMENT
- B.C. - BLOCK CORNER
- BLK - BLOCK
- C.B. - CONCRETE BLOCK
- C.B.S. - CONCRETE BLOCK STRUCTURE
- C.M. - CONCRETE MONUMENT
- CONC. - CONCRETE
- D - DEED
- D.E. - DRAINAGE EASEMENT
- E.O.P. - EDGE OF PAVEMENT
- F.C.C. - FOUND CROSS CUT
- F.F.E. - FINISHED FLOOR ELEVATION
- FOUND - FOUND
- ID. - IDENTIFICATION
- I.P. - IRON PIPE
- I.R. - IRON ROD
- I.R.C. - IRON ROD & CAP
- L - ARC LENGTH
- L.B. - LAND SURVEYING BUSINESS
- L.S. - LAND SURVEYOR
- L.E. - LANDSCAPE EASEMENT
- M - MEASURED
- M.E. - MAINTENANCE EASEMENT
- N&D - NAIL AND DISK
- P - PLAT
- P.E. - PEDESTRIAN EASEMENT
- P.C. - POINT OF CURVATURE
- P.C.C. - POINT OF COMPOUND CURVATURE
- P.C.P. - PERMANENT CONTROL POINT
- P.L. - PROPERTY LINE
- P.O.B. - POINT OF BEGINNING
- P.O.C. - POINT OF COMMENCEMENT
- P.O.L. - POINT ON LINE
- P.R.C. - POINT OF REVERSE CURVE
- P.R.M. - PERMANENT REFERENCE MONUMENT
- P.D.A.E. - PRIVATE DRAINAGE AND ALLEY EASEMENT
- P.T. - POINT OF TANGENT
- R - RADIUS
- R/W - RIGHT OF WAY
- S/W - SIDEWALK
- U.E. - UTILITY EASEMENT
- W.F.S. - WOOD FRAME STRUCTURE
- F.P.L.E. - FLORIDA POWER & LIGHT EASEMENT
- RIGHT-OF-WAY LINE
- CENTERLINE
- X - BARS WIRE FENCE
- W - WOOD FENCE
- X - CHAIN LINK FENCE
- + - PLASTIC FENCE

BEARINGS SHOWN HEREON ARE BASED UPON THE CENTERLINE OF FOXHOUND DRIVE BEING N 89°37'37" W PER PLAT

NOTES:

- 1) This survey is based on the legal description as provided by the Client
- 2) This Surveyor has not abstracted the land shown hereon for easements, rights of way or restrictions of record which may affect the title or use of the land
- 3) Do not reconstruct property lines from building ties
- 4) No footing or overhangs have been located except as shown
- 5) No improvements or utilities have been located except as shown
- 6) Not valid without a signature and the authenticated electronic seal or the original raised seal of a Florida licensed Surveyor and Mapper

Certification: I certify that this survey was made under my direction and that it meets the minimum technical standards set forth by the Board of Professional Land Surveyors and Mappers in Chapter 471, Part 1, Florida Administrative Code, pursuant to Section 471.02, Florida Statutes.

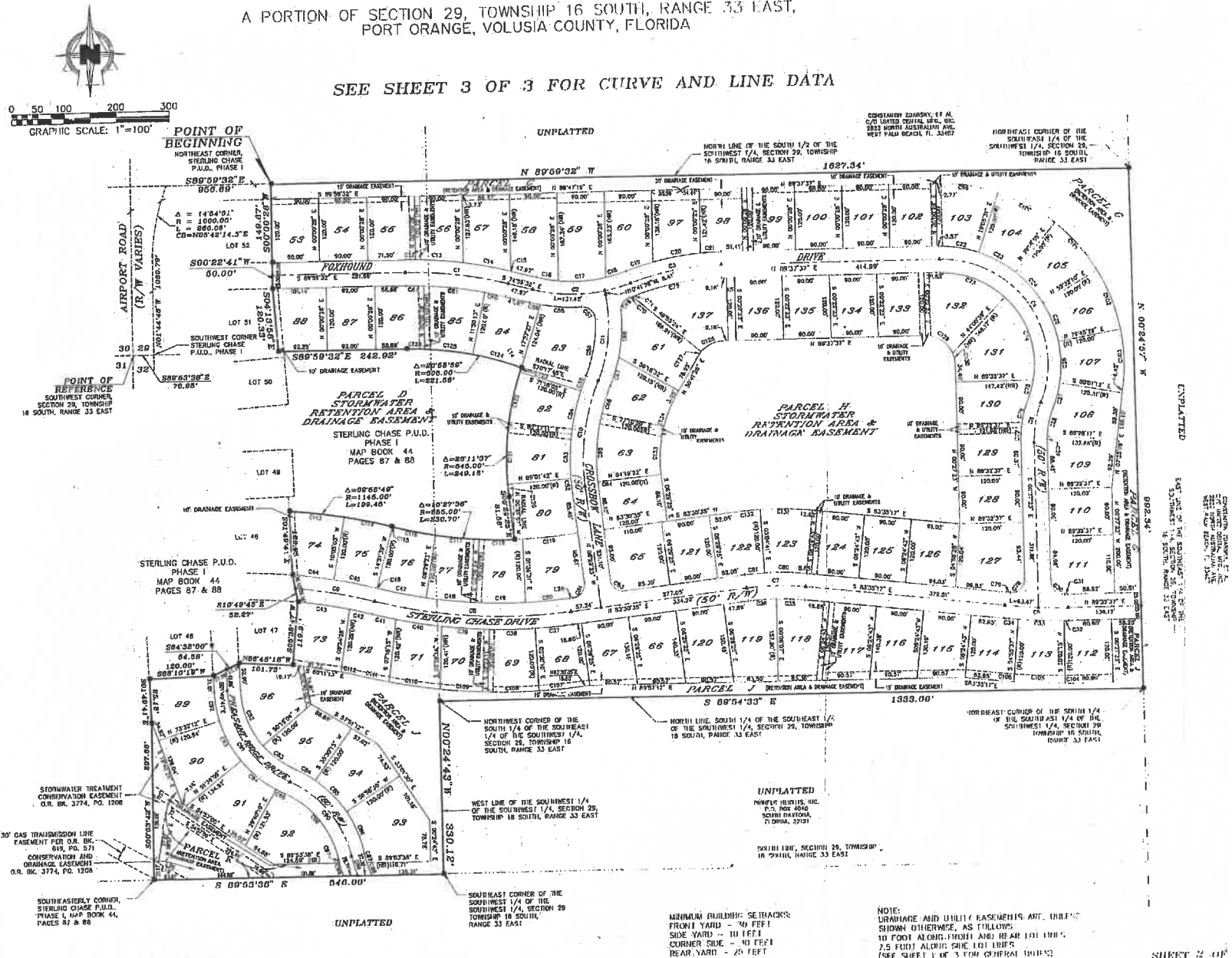
No. 5910
STATE OF FLORIDA
LEON L. HAMPTON P.S.M. NO. 5910

STERLING CHASE P.U.D., PHASE II

PLAT BOOK **44**
PAGE **101**

A PORTION OF SECTION 29, TOWNSHIP 16 SOUTH, RANGE 33 EAST,
PORT ORANGE, VOLUSIA COUNTY, FLORIDA

SEE SHEET 3 OF 3 FOR CURVE AND LINE DATA





CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 12/15/2020

Consent item: Yes

SUBJECT: (C12) Resolution No. 20-72 - Appropriating \$20,000 of General Fund Fund Balance for Legal Service Expenditures

DEPARTMENT: Finance

GOAL: 6 - Organizational Excellence

RECOMMENDED MOTION: Move to approve Resolution No. 20-72.

SUMMARY: The Legal Department is requesting \$20,000 of additional funding for special counsel to assist HR with the preparation and negotiation of a new contract with IUPA.

The \$20,000 is available in the unassigned general fund fund balance and will not bring the balance of those funds below the required threshold of between 30% and 35% of operational expenditures.

Project Funding Account No.: Fund:001General Fund; Cost Center: Legal Services;
No.: Spend Category: Legal Services

Presenter: Scott Neils

ATTACHMENTS:

1.	Budget Resolution No. 20-72 with exhibit	Bud Reso 20-72 - GF 001 - Appropriation for Legal Services - CC Mtg 12-15-20.pdf
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Scott Neils
Scott Neils
Lupe Reyna-Coffin
Scott Neils
Matthew Jones
Alan Rosen
Robin Fenwick

Created/Initiated - 11/17/2020
Approved - 11/17/2020
Approved - 11/30/2020
Approved - 11/30/2020
Approved - 12/4/2020
Approved - 12/4/2020
Final Approval - 12/4/2020

RESOLUTION NO. 20-72

A RESOLUTION OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, APPROPRIATING
OPERATING FUNDS FOR THE FISCAL YEAR 2021
BUDGET; TO DESIGNATE FUND BALANCE IN THE
AMOUNT \$20,000 IN THE GENERAL FUND (001) AND
APPROPRIATE TO CONTRACTUAL SERVICES IN
THE LEGAL SERVICES COST CENTER FOR OUTSIDE
LEGAL SERVICES FOR SUPPORT OF THE POLICE
DEPARTMENT AND; SETTING FORTH REVENUES
AND EXPENDITURES; AND PROVIDING AN
EFFECTIVE DATE.

WHEREAS, The City Council desires to designate and appropriate fund balance in the amount of \$20,000 in the General Fund (001) to Legal Services cost center, to provide funding for additional outside legal counsel to support the police department; and

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 Composite Exhibit A, attached hereto, which reflects revenues and corresponding expenditures for the designated expenditures.

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, 2020 through September 30, 2021.

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 DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC City Clerk

Adopted on the _____ day of _____

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

Resolution No. 20-72

**Budget
Increase /
(Decrease)**

Appropriated Fund Balance

20,000

Contractual Services

20,000

To appropriate available Fund Balance in the General Fund (001) to cover anticipated expenses related to the use of outside legal council to support Police Department.

Information for Budget Amendment							
Type	Fund	Cost Center	Program	Ledger Acct Summary	Rev / Spend Category	Project	Amount
Revenue	001	General Revenues		380000 - Other Financing Sources	Appropriated Fund Balance	N/A	20,000
Total Revenues:							20,000
Expense	001	Legal Services	NA	510000 - Contractual Services	Legal Services	NA	20,000
Total Expenditures:							20,000



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 12/15/2020

Consent item: Yes

SUBJECT: (C13) Resolution No. 20-73 - Appropriating \$50,000 of General Fund Fund Balance to Fund the City Manager Search Project

DEPARTMENT: Finance

GOAL: 6 - Organizational Excellence

RECOMMENDED MOTION: Move to approve Resolution No. 20-73.

SUMMARY: This Resolution requests \$50,000 of unassigned general fund fund balance to fund the CM search project. This use of fund balance will not reduce the unassigned amount below the required 30% - 35% of expenditures. Once the search is over and all expenses have been paid, the project will be closed and any excess funds will revert to fund balance.

As background, on November 17, 2020, The City Council approved the issuance of a RFP for City Manager Search services. The RFP states in part:

The City of Port Orange invites qualified firms to submit a proposal to conduct an executive search for the City Manager position. Submittals will be reviewed and evaluated as to qualification to perform the services required by the City Council. The successful respondent will assist in establishing the process for the recruitment, including a timeline for various actions during the recruitment process. The City Council desires to work with a designated representative from the firm to develop a profile of the desired qualifications and experience necessary to be successful as the next City Manager of the City of Port Orange. The City of Port Orange will begin operating under an Interim City Manager on December 11, 2020. The previous City Manager was with the City of Port Orange for five years.

Project No.: ZMI100 Funding Account No.: Fund:001General Fund; Cost Center: Non-City Manager
Search Departmental - Special Projects; Spend Category: Professional
Services

Presenter: Scott Neils

ATTACHMENTS:

1.	Budget Resolution No. 20-73 with exhibit	Bud Reso 20-73 - CM Search.pdf
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Scott Neils	Created/Initiated - 11/17/2020
Scott Neils	Approved - 11/17/2020
Lupe Reyna-Coffin	Approved - 11/30/2020
Scott Neils	Approved - 11/30/2020
Matthew Jones	Approved - 12/4/2020
Alan Rosen	Approved - 12/4/2020
Robin Fenwick	Final Approval - 12/4/2020

RESOLUTION NO. 20-73

A RESOLUTION OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, APPROPRIATING
OPERATING FUNDS FOR THE FISCAL YEAR 2021
BUDGET; TO DESIGNATE FUND BALANCE IN THE
AMOUNT \$50,000 IN THE GENERAL FUND (001) AND
APPROPRIATE TO CONTRACTUAL SERVICES IN
THE NON DEPARTMENTAL-SPECIAL PROJECTS
COST CENTER TO FUND CONTRACT WITH
EXECUTIVE SEARCH FIRM TO ASSIST WITH THE
RECRUITMENT OF A NEW CITY MANAGER AND;
SETTING FORTH REVENUES AND EXPENDITURES;
AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City Council desires to designate and appropriate fund balance in the amount of \$50,000 in the General Fund (001), Non Departmental- Special Projects cost center, to provide funding for consulting services to assist with the search and recruitment of the City Manager position including, the development of desired qualification and experience;
and

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 Composite Exhibit A, attached hereto, which reflects revenues and corresponding expenditures for the designated expenditures.

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, 2020 through September 30, 2021.

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 DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC City Clerk

Adopted on the _____ day of _____

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

Resolution No. 20-73

**Budget
Increase /
(Decrease)**

Appropriated Fund Balance

50,000

Contractual Services

50,000

To appropriate Fund Balance in the General Fund (001) to cover contract with an Executive Search Firm for the recruitment for the City Manager position. Project ZMI100 has been set up in the Non Departmental - Special Projects cost center to track related expenses.

Information for Budget Amendment							
Type	Fund	Cost Center	Program	Ledger Acct Summary	Rev / Spend Category	Project	Amount
Revenue	001	General Revenues		380000 - Other Financing Sources	Appropriated Fund Balance	N/A	50,000
Total Revenues:							50,000
Expense	001	Non Departmental - Special Projects	NA	510000 - Contractual Services	Other Professional Services	ZMI100	50,000
Total Expenditures:							50,000



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 12/15/2020

Consent item: Yes

SUBJECT: (C14) Resolution No. 20-74 – Appropriating \$29,000 of Fund Balance from the Capital Projects Fund to Fund Final Change Order for Dunlawton Street Lighting Project

DEPARTMENT: Finance

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve Resolution No. 20-74.

SUMMARY: This budget appropriation requests \$29,000 from fund balance from the capital projects fund (301 Fund) to provide additional funding for the Dunlawton Street Lighting Project. Current Fund Balance is \$2,867,109 million. Current budget remaining for this year is \$1,375,093. There is fund balance available to cover request.

The Dunlawton Street Lighting Project (AIO016), has been successfully completed. This budget resolution provides funding for Change Order No. 12, which is the final change order needed to close out the project. Change Order No. 12 includes final balancing of pay item quantities and additional services rendered during time extensions resulting in additional expenses borne by the contractor, The New Florida Industrial Electric (FIE). Please refer to Council Agenda Item Final Change Order 12 to the construction contract with The New Florida Industrial Electric (FIE) for the Dunlawton Street Lighting Project, for a full narrative of the items included in Change Order No.12 (Agenda Item 9a on the 12-15-20 CC Agenda).

Project
No.: AIO01 Funding Account No.: Fund: 301 General Capital Fund; Cost Center:
6 Community Development; Spend Category: Other Contracted Services

Presenter: Scott Neils

ATTACHMENTS:

1.	Budget Resolution No. 20-74 with exhibit	Bud Reso 20-74 - Dulawton St Lighting Proj (AI016) Change Order 12 - CC Mtg 12-15-20.pdf
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Margaret Tomlinson
Lupe Reyna-Coffin
Scott Neils

Created/Initiated - 11/30/2020
Approved - 11/30/2020
Approved - 11/30/2020

Matthew Jones
Alan Rosen
Robin Fenwick

Approved - 12/3/2020
Approved - 12/3/2020
Final Approval - 12/4/2020

RESOLUTION NO. 20-74

A RESOLUTION OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, APPROPRIATING
CAPITAL FUNDS FOR THE FISCAL YEAR 2021
BUDGET; TO DESIGNATE FUND BALANCE IN THE
AMOUNT \$29,000 IN THE CAPITAL PROJECTS FUND
(301) AND APPROPRIATE TO CONTRACTUAL
SERVICES FOR THE DUNLAWTON STREET
LIGHTING IMPROVEMENT PROJECT (AIO016), AND;
SETTING FORTH REVENUES AND EXPENDITURES;
AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City Council desires to designate and appropriate fund balance in the amount of \$29,000 in the Capital Projects Fund (301) to provide funding for Change Order 12 to the construction contract with The New Florida Industrial Electric (FIE) for the Dunlawton Street Lighting Project (AIO016);
and

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 capital items are hereby appropriated as set forth in Composite 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, 2020 through September 30, 2021.

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 DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC City Clerk

Adopted on the _____ day of _____

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

Resolution No. 20-74

**Budget
Increase /
(Decrease)**

Appropriated Fund Balance

29,000

Contractual Services

29,000

To appropriate fund balance to cover Change Order 12 (Final) to the construction contract with The New Florida Industrial Electric (FIE) for the Dunlawton Street Lighting Project (AIO016)

Information for Budget Amendment							
Type	Fund	Cost Center	Program	Ledger Acct Summary	Rev / Spend Category	Project	Amount
Revenue	301	General Revenues		380000 - Other Financing Sources	Appropriated Fund Balance	N/A	29,000
Total Revenues:							29,000
Expense	301	Community Development	Engineering	510000 - Contractual Services	Other Contracted Services	AIO016	29,000
Total Expenditures:							29,000



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 12/15/2020

Consent item: Yes

SUBJECT: (C15) Approval of Concurrency and Fair-Share Agreement for Halifax Health Port Orange (5440 S. Williamson Blvd.) - Case No. 20-80000005

DEPARTMENT: Community Development

GOAL:

RECOMMENDED MOTION: Move to approve the Concurrency and Fair-Share Agreement for Halifax Health Port Orange (5440 S. Williamson Blvd.)

SUMMARY: The Halifax Health Medical Port Orange development project is proposed to be located on the west side of Williamson Boulevard, north of N. Summer Trees Road. The proposed Concurrency and Fair-Share Agreement has been prepared in conjunction with the site plan for the development of a +/- 19,598 square-foot multi-tenant office building to be developed on approximately 2.5 acres, along with associated on-site and off-site improvements. The development of the +/- 19,598 square-foot multi-tenant office building will occur in two phases; Phase 1 will consist of the required on-site and off-site improvements and a +/- 12,619 square-foot building and Phase 2 will consist of a +/- 6,980 square-foot building addition. According to the developer, Phase 1 is planned to be constructed and completed in 2021 and Phase 2 is anticipated to start construction in 2023 or 2024. Access to the site will be provided through a shared access drive with the Springs Apartments off N. Summer Trees Road.

The Trip Generation and Distribution Study completed by LTG Engineering & Planning, anticipates impact to the Taylor Road/Williamson Boulevard intersection, Williamson Boulevard, and Taylor Road upon completion of the development (roadway segments with impacts shown on Sheet A2 and A3). Based on the TIA prepared, the developer is required to make a \$251,550 fair-share mitigation payment for the 44 PM peak hour trips generated per day from the development of Phase 1 and a \$124,345 fair-share mitigation payment for the 24 PM peak hour trips generated per day from the development of Phase 2. The Concurrency and Fair-Share Agreement is to document the number of vested trips being used by the proposed facility and to mitigate the impact of the new traffic generated from the development.

The developer's initial fair-share mitigation payment for Phase 1 includes: 1) \$58,659 payment to the City for the Summer Trees Road project. This amount is calculated based on the number of trips traveling through the Taylor Road/Williamson Boulevard intersection; and 2) a \$192,891 payment to Volusia County for impacts to Williamson Boulevard, Taylor Road, and the Taylor Road/Williamson Boulevard intersection. According to Volusia County, the payment collected by the county will go to funding the widening of Taylor Road between Summer Trees Road and Spruce Creek Boulevard, a

feasibility study for roadway improvements on Taylor Road between Dunlawton Avenue and Clyde Morris Boulevard, and/or design work for projects identified in the Taylor Road feasibility study.

The developer's fair-share mitigation payment for Phase 2 includes: 1) \$36,662 payment to the City for the Summer Trees Road project. This amount is calculated based on the number of Phase 2 trips traveling through the Taylor Road/Williamson Boulevard intersection; and 2) a \$87,683 payment to Volusia County for Phase 2 impacts to Williamson Boulevard and Taylor Road. According to Volusia County, the payment collected by the county will go to funding the widening of Taylor Road between Summer Trees Road and Spruce Creek Boulevard, a feasibility study for roadway improvements on Taylor Road between Dunlawton Avenue and Clyde Morris Boulevard, and/or design work for projects identified in the Taylor Road feasibility study.

The Concurrency and Fair-Share Agreement has been executed by the property owner and is attached for review. Payment of the fair-share mitigation payment for Phase 1 to the City and Volusia County is required prior to issuance of a Development Order for the site plan to develop Phase 1 and the payment of the fair-share mitigation payment for Phase 2 to the City and Volusia County is required prior to issuance of a Development Order for the site plan to develop Phase 2.

Project No.: Funding Account No.:

Presenter: Tim Burman

ATTACHMENTS:

1.	Concurrency and Fair Share Agreement with exhibits	Halifax FSA-1.pdf
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Penelope Cruz	Created/Initiated - 11/24/2020
Tim Burman	Approved - 12/4/2020
Shannon Balmer	Approved - 12/8/2020
Alan Rosen	Approved - 12/9/2020
Robin Fenwick	Final Approval - 12/9/2020

CONCURRENCY AND FAIR SHARE AGREEMENT (Transportation)

This Concurrency and Fair Share Agreement (the "Agreement") made and entered into this ____ day of _____, 2020, by and between **CITY OF PORT ORANGE, FLORIDA**, a Chartered Florida Municipality located in Volusia County, Florida, 1000 City Center Circle, Port Orange, Florida 32129 (the "City"); and **PORT ORANGE HOLDINGS II, LLC**, a Florida limited liability company whose address is CBL Center, Suite 500 2030 Hamilton Place Boulevard, Chattanooga, TN 37421 (the "Developer").

RECITALS

WHEREAS, attached to this Concurrency and Fair Share Agreement ("Agreement"), are exhibits describing in greater detail the parties hereto, real property, traffic study and transportation improvements which are referenced throughout this Agreement. The parties agree that all attached exhibits have been reviewed and previously approved by the parties and their respective professional consultants, and all cumulative information set forth or otherwise referenced therein is deemed incorporated herein by reference; and

WHEREAS, unless otherwise stated, the Developer is the owner of the real property described within the Development Exhibit marked as **Exhibit "A-1,"** (the "Project"); Developer desires to obtain site plan approval and building permits for, and otherwise develop the real property described and, in addition to other requirements, is seeking to comply with the City's concurrency and proportionate fair share requirements for roads/traffic circulation under Chapters 4 and 21 of the City's Land Development Code ("Traffic Concurrency"); and

WHEREAS, Developer desires to develop a freestanding medical office building on approximately Two and 54/100 (+/-2.54) acres of real property, more particularly described in **Exhibit "B-1,"** attached hereto and incorporated herein by reference ("Halifax Health"), which will generate 68 P.M. Peak Hour Trips; and

WHEREAS, Developer will construct the above-referenced building in two separate and distinct phases, with the first phase containing approximately 12,618 square feet, which will generate 44 P.M. Peak Hour Trips ("Phase 1") and the second phase containing approximately 6,980 square feet, which will generate 24 P.M. Peak Hour Trips ("Phase 2"); and

WHEREAS, the contribution to transportation improvements identified as "Impacted Intersections/Road Segments per Transportation Master Concurrency Plan" in **Exhibits "A-2" and "A-3"** (hereinafter "Concurrency Improvements") are required in order for the Project to meet minimum concurrency requirements for roads/traffic circulation to support the proposed

Project(s) or, in the alternative, said Concurrency Improvements have been identified as mitigating existing transportation deficiencies within the area impacted by the Project; and

WHEREAS, the City and the Developer agree that the new capacity created by the Concurrency Improvements may not be the actual excess capacity of the roadway, due to the need to account for vested trips, pursuant to the City's Land Development Code, from previously approved, but unbuilt, developments; and

WHEREAS, through the Transportation Impact Analysis, certain transportation impacts were identified within the area impacted by the Project and payment for such site related improvements are set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the City and Developer, hereby agree as follows:

1. **Incorporation of Recitals.** The presumptions and facts stated above in the recitals are incorporated by reference herein and deemed by the parties to be true, correct and constitute a material part of this Agreement.
2. **Fair-Share Contributions.** Pursuant to Sections 6 and 8, Article V, Chapter 21, Land Development Code, City of Port Orange, Florida, a proportionate fair-share contribution for concurrency impacts may include, separately or collectively, private funds, contributions of land, contribution of facilities, and construction of facilities and, in coordination with other affected government entities, said contribution may be applied to facilities maintained by other government entities. The Total Fair Share Contribution for the Project is stated in **Exhibit "A-1"** (hereinafter "Total Fair Share Contribution"). The Developer shall take the following actions to address Concurrency Improvements identified by the City as a result of the impact of the development of the Project:

(a) **Proportionate Fair Share Payment:** In connection with the City's construction of Concurrency Improvements, as set forth in **Exhibits "A-2" and "A-3"**, Developer shall pay to the City a fair share assessment in the amount of the Total Fair Share Contribution or, if applicable, the difference between the Total Fair-Share Contribution, and the value of the Construction Improvements, as described in subsection (b) of this Section 2, pursuant to Section 8(f) , Article V, Chapter 21, Land Development Code, City of Port Orange, hereinafter the "Fair Share Payment." Developer agrees to pay the Fair Share Payment to the City in the form of a certified check payable to the City of Port Orange. The City shall apply the Fair Share Payment to fund the City's construction of the Concurrency Improvements described in **Exhibits "A-2" and "A-3"**. Any other provision of this Agreement notwithstanding, Developer shall pay 64% of the Fair Share Payment (\$251,550.00) commensurate with the development of Phase 1 and 36% of the Fair Share Payment (\$124,344.12) prior to the issuance of the Modification to a Development Order for Phase 2. However, if application for a Modification to a Development Order for Phase 2 is not received by the City within Thirty (30) months

from the date of this Agreement and the Fair Share Payment for Phase 2 is not paid within thirty-six (36) months of the date of this Agreement, then this Agreement shall expire as to Phase 2 development and Developer shall be required to enter into a new fair share agreement for development of Phase 2. Upon the City's receipt of the payment from the Developer, the funds shall become the property of the City and the right to request a refund is waived. The payment for Phase 1 must be deposited with the City within 30 days of the city council's approval of this Agreement and shall be required prior to the issuance of a Development Order for the Development. The payment for Phase 2 must be deposited with the City prior to the issuance of a Modification to a Development Order for Phase 2. No Modification to a Development Order shall be issued by the City for Phase 2 until the City receives payment from the Developer for the Fair Share Payment for Phase 2. In the event that an application for a Modification to a Development Order for Phase 2 is not received by the City within Thirty (30) months from the date of this Agreement, then Developer shall be required to enter into a new fair share agreement for Phase 2.

(b) Construction of Improvements. If Developer agrees to construct, or to have constructed, a portion or all of the Concurrency Improvements, referenced in **Exhibits "A-2" and "A-3"**, (hereinafter "Construction Improvements"), as full or partial payment towards the Total Fair Share Contribution, in accordance with Section 8(f), Article V, Chapter 21, Land Development Code, City of Port Orange, Florida, construction of the Construction Improvements will commence and be complete to meet concurrency requirements or mitigate transportation deficiencies within the Project area, in accordance with Chapters 4 and 21 of the City's Land Development Code, prior to the issuance of the first Certificate of Occupancy, unless delay is caused for reasons outside of Developer's control, in which case, construction will commence as soon as is reasonably practical. For purposes of this Agreement, "reasons outside of Developer's control" shall mean: delays or stoppage caused by acts of God, war, inability to obtain labor or materials or reasonable substitutes therefore, inability to receive governmental permits and approvals newly enacted governmental regulations or controls, the application of existing regulations or controls in a manner which Developer could not have foreseen or other similar matters or causes. All planning, permitting, and construction will be subject to the review and approval by the Florida Department of Transportation and, if applicable, the County of Volusia, and will comply with the standards and requirements established by the appropriate governmental entities. Developer will have no responsibility for maintenance or upkeep of the Concurrency Improvements.

(c) Mitigation. If applicable, pursuant to Section 4, Chapter 4, Land Development Code, in the alternative, the City may divert a portion of the Total Fair Share Contribution to mitigate deficiencies in the impacted area that are maintained by another jurisdiction. In addition, pursuant to Section 6, Article V, Chapter 21, Land Development Code, City of Port Orange, Florida, if the City diverts all or a portion of the Total Fair Share Contribution to the affected jurisdiction in order to mitigate said deficiencies maintained by the affected jurisdiction, then Developer shall be required to provide a concurrency certification letter from the affected jurisdiction stating developer has met

the concurrency requirements of the affected jurisdiction. Upon the affected jurisdiction's receipt of the payment from the Developer, the funds shall become the property of the said jurisdiction and the right to request a refund is waived. The payment must be deposited with the affected jurisdiction within 30 days of the City Council's approval of this Agreement and shall be required prior to the issuance of a Development Order for the Development.

(d) Application of Payment. If the City chooses to apply a portion of the Total Fair Share Contribution to an alternative improvement to mitigate transportation deficiencies within the area impacted by the project in accordance with Subsection (c), hereinabove, as described in **Exhibits "A-2" and "A-3"** or, if applicable, accept the Construction Improvements, separately or collectively, for the fair share contribution, then, unless otherwise stated herein, said mitigating payment and/or completed construction improvements are accepted as full payment for the Total Fair Share Contribution. If applicable, once Construction Improvements offered as full or partial payment toward the Total Fair-Share Contribution are complete, Developer shall provide actual costs of said improvements, certified, sealed, and signed by the engineer of record for the Project. If actual costs are less than the estimated costs of constructing said improvements previously provided for consideration toward the Total Fair Share Contribution, then Developer shall pay the outstanding balance owed on the Total Fair Share Contribution. Any additional monies owed and certification of actual costs shall be provided prior to the first Certificate of Occupancy.

(e) Other Project Participants. The City and the Developer acknowledge that other entities, including but not limited to the Florida Department of Transportation and the County of Volusia, may participate in and contribute financially to one or more Concurrency Improvements as referenced herein, and hereinafter "Project Participant."

3. **Vested Rights in Traffic Concurrency.** The City agrees that by submitting the Fair Share Payment for Phase 1 and Phase 2 respectively, and by receiving a Development Order for Phase 1 and Phase 2 of the Project, Developer will be deemed to have satisfied the City's Traffic Concurrency requirements for the Project. The Project shall be fully vested with Traffic Concurrency for Phase1, for purposes of development and related Project construction related to Phase 1, upon payment of the Fair Share Payment for Phase 1. The Project shall be fully vested with Traffic Concurrency for Phase 2, for purposes of development and related Project construction related to Phase 2, upon payment of the Fair Share Payment for Phase 2. Any other provision of this Agreement notwithstanding, if application for Modification to a Development Order for Phase 2 is not submitted within Thirty (30) months of the date of this Agreement and the Fair Share Payment for Phase 2 is not paid within thirty-six (36) months of the date of this Agreement, then this Agreement shall expire as to Phase 2 development and Developer is required to enter into a new fair share agreement for phase 2 in accordance with Section 2(a) of this Agreement, then in such event Phase 2 of the Project will not be deemed to be vested with Traffic Concurrency.

4. **Entitlement to Impact Fee Credits.** Nothing herein is intended to alter, reduce or otherwise waive Developer's right to receive impact fee or capacity credits in connection with the Total Fair Share Contribution to the extent that Developer would be entitled to receive such credits. Developer shall not receive a credit for any impact fees or capacity credits related to Phase 2 until such time as the Fair Share Payment for Phase 2 has been received by the City. It is the intent of the parties that if it is determined that any portion of the road segment where the Concurrency Improvements are to be constructed is eligible for impact fee credits under the Volusia County impact fee program, then the City shall not object to the Developer seeking a reimbursement from Volusia County to the extent that the Developer has paid impact fees with respect to this Project.
5. **Application of Agreement Limited to the Project.** Nothing herein is intended to bind the City in determining the additional trip capacity provided by the construction of the Concurrency Improvements beyond that provided to the Project in connection with the Total Fair Share Contribution and the City expressly reserves the right to determine such available excess capacity for all future developments within its jurisdiction.
6. **Miscellaneous.**
 - A. **Attorney's Fees.** In the event of litigation to enforce the terms of this Agreement, the prevailing party shall be entitled to collect from the other party reasonable attorney's fees and costs of suit.
 - B. **Venue and Choice of Law.** In the event of litigation regarding the terms of this Agreement or documents executed as a result of this Agreement, venue of the action shall be in Volusia County and Florida law shall apply. Trial shall be non-jury for any issues subject to trial.
 - C. **Waiver.** The waiver by a party of any terms or conditions of this Agreement or any breach hereof shall not constitute a waiver of any other term or condition or any subsequent breach of this Agreement.
 - D. **Successors.** This Agreement shall be binding on the parties hereto, their heirs, administrators, executors, successors in interest and assigns.
 - E. **Construction of Contract.** The parties hereto agree that they have all participated in the drafting of this Agreement. Therefore, the presumption that any ambiguity or vagueness in the construction of this Agreement shall be construed against the drafter shall not apply. The terms and provisions of the Agreement shall be applied equally to each party and the interpretation of the Agreement shall be guided by the express intent of the parties as determined by the overall effect of the provisions herein.
 - F. **Expiration.** This Agreement shall expire after Developer's payment of the Fair Share Payment has been received and, if applicable, all Construction

Improvements to be constructed by the Developer as referenced in **Exhibits “A-2” and “A-3”** are complete in accordance with subsections 2(b) and (c). However, if payment for Phase 1 is not received within 30 days of the city council’s approval in accordance with subsections 2(a) and (c), this Agreement shall expire and be of no further force and effect, thereby requiring a new fair share agreement for any future development of the Property. Any other provision of this Agreement notwithstanding, if application for Modification to a Development Order for Phase 2 is not submitted within Thirty (30) months of the date of this Agreement and the Fair Share Payment for Phase 2 is not paid within thirty-six (36) months of the date of this Agreement, then this Agreement shall expire as to Phase 2 development and Developer will be required to enter into a new fair share agreement for Phase 2 development.

- G. Conflicts. Developer agrees to be bound by all City codes and ordinances that are not in conflict with the provisions of this Agreement.
- H. Recording. Developer shall record a copy of this Agreement, at its sole cost and expense, with the Public Records of Volusia County, Florida. After expiration of this Agreement, as set forth in paragraph F, hereinabove, upon the request of Developer, City will execute a release of this Agreement which will be recorded in the Public records, Volusia County, Florida at the sole cost and expense of the Developer.
- I. Binding Nature and Covenants Running With the Land and Assignability. The provisions of this Agreement shall be binding upon the parties hereto, and upon all successors in interest in the subject real property. And further, the provisions of this Agreement shall constitute covenants running with the land applicable to all of the subject real property comprising the referenced, “Project.” The undersigned Developer may freely assign this Agreement to any future owner of the Property contemporaneously with the transfer of title to the Property.
- J. 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 of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered.

REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the parties affix their signatures and seals on the dates set forth below:

WITNESSES:

CITY OF PORT ORANGE, a Florida
municipal corporation

Printed Name: _____

By: _____
Donald O. Burnette, Mayor

Printed Name: _____

Date: _____

Printed Name: _____

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

Printed Name: _____

Date: _____

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [XX] physical presence or [] online notarization this _____ day of _____, 2020, by Donald O. Burnette, 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 at Large
Printed Name, Commission Seal and Term Expiration Date

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [XX] physical presence or [] online notarization this _____ day of _____, 2020, by Robin L. Fenwick, 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 at Large
Printed Name, Commission Seal and Term Expiration Date

WITNESSES:

Printed Name: _____

Printed Name: _____

DEVELOPER:

Port Orange Holdings II, LLC, a Florida limited liability company

By: CBL & Associates Management, Inc., a
Delaware corporation, its Authorized
Member

By: _____
Printed Name: _____
Title: _____

Date: _____, 2020

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this ____ day of _____ 2020, by _____, _____ of CBL & Associates Management, Inc, Authorized Member of Port Orange Holdings II, LLC, a Florida limited liability company. She/He ☐ is personally known to me OR ☐ produced _____ as identification.

Notary Public, State of _____ at Large
Printed, typed or stamped name, commission and expiration of commission term



Development Exhibit A – 1
Concurrency and Fair-Share Agreement
Transportation Improvement (“TI”)

Development Data:

Development Name:	Halifax Health Port Orange Medical Office Building (MOB) Site Plan
Site Address:	5440 S. Williamson Boulevard, Port Orange, FL
City Case No.	20-80000005
Zoning District	PC-A Workplace District
TIA Report Date	November 2, 2020 and December 3, 2020 Additional Information
TIA Prepared by:	LTG Engineering & Planning
Est. Date of Impact	2021

Developer:

Corporate Entity	Noon Development of Florida LLC
Contact Person	Bob Elliot, President
Mailing Address:	832 Georgia Avenue, Suite 300, Chattanooga, TN 37402

Land Owner:

Corporate Entity	Port Orange Holdings II, LLC
Contact Person	
Mailing Address:	CBL Center Suite 500, 2030 Hamilton Place Boulevard, Chattanooga, TN 37421

Real Property

Total Acreage:	2.5 Acres
Parcel Number(s):	6318-10-00-0030
Legal Description	Legible real property legal description attached as EXHIBIT B-1

**Development Exhibit A – 2 - Concurrency and Fair-Share Agreement
Transportation Improvement (“TI”)**

Traffic Impact Analysis

Development Name:	Halifax Health Port Orange Medical Office Building (MOB) Site Plan - Phase 1
City Case No.:	20-80000005
TIA Report Date:	November 2, 2020 & Update on December 3, 2020
TIA Prepared by (Firm):	LTG Engineering & Planning
Estimated Date of Impact:	2021

Contribution Calculations: December 4, 2020

Impacted Intersections/Road Segments per Transportation Master Concurrency Plan	TI Stage I Reservation Deposit Estimated Cost	TI Stage II Project Cost	TI Stage III Actual Cost	DT/CI Ratio	% of Cost	Contribution Without Multiplier ^[3]
Summer Trees Road Extension [1] OR Book 7486 Page 1855	N/A	N/A	\$3,152,938.60	16/860	1.86%	\$58,659
Volusia County Roadway Impacts [2]						
1. Williamson Boulevard						
a. Caribbean Pine Way to Madeline Ave. [2]	\$6,700,000	N/A	N/A	4/1870	0.21%	\$14,332
b. Madeline Ave to Willow Run Blvd. [2]	\$5,737,230	N/A	N/A	4/1870	0.21%	\$12,272
c. Willow Run Blvd. to Town West Blvd. [2]	\$16,020,550	N/A	N/A	7/1870	0.37%	\$59,970
d. Town West Blvd. to 4L Terminus N of PO Pavilion [2]	\$4,391,460	N/A	N/A	9/1870	0.48%	\$21,135
2. Taylor Road (Crane Lakes Blvd. to Summer Tree Rd.) [2]	\$5,422,184	N/A	N/A	3/1870	0.16%	\$8,699
3. Taylor Road (Dunlawton Avenue to Clyde Morris Boulevard) [2]	\$8,300,000	N/A	N/A	3/741	0.40%	\$33,603
4. Williamson/Taylor & SR 421 @ I-95 NB Ramps Intersection Signal Timing Adjustments [2 & 4]	N/A	\$10,000	N/A	N/A	N/A	\$10,000 [5]
5. Extend Eastbound Right-Turn Lane and Westbound Left-Turn Lane at Williamson/Summer Trees Intersection [2 & 4]	N/A	\$32,879	N/A	N/A	N/A	\$32,879

Total Phase 1 Fair-Share Contribution - \$251,550	Port Orange FSP- \$58,659 Volusia County FSP^[2]- \$192,891
--	--

Fair Share Projects Dunlawton/Taylor at I-95 (PRVCF ORB 5709/4728), Dunlawton/Clyde Morris (PRVCF ORB 5709/4732, and Town West/Williamson (PVRCF 5709/4736) are completed or fully funded.

[1] City Project Participant - *Eligible for City trans. impact fee credits*

[2] Per Chapter 4, Section 4 of the LDC, approval to a development project is subject to mitigating adverse impacts to Volusia County owned or maintained segments of Williamson Blvd., Taylor Rd., and Intersections per the TIA. The impacts resulting from this project will be mitigated by the developer by completing improvements or making a mitigation payment to Volusia County for the impacts to the Volusia County roads and intersections (Williamson Blvd. & Taylor Rd.). Since the fair-share payment for Williamson and Taylor Rd. impacts is being made to Volusia County and not the City, the multiplier was not added. Project estimate cost per Volusia County Traffic Engineering – February 2020. Fair-share payment to VC will go towards the feasibility study for roadway improvements on Taylor Road between Dunlawton Avenue and Clyde Morris Boulevard, and/or design work for projects identified in the Taylor Road corridor.

[3] Rounded up to nearest whole dollar

[4] Project estimate cost per Project Traffic Engineering – November 2020

[5] Flat \$5,000 Optimize Signal Cost required for each VC intersection improvement (two indicated in TIA)

Planning Review: _____ Date _____

Finance Review: _____ Date _____

**Development Exhibit A – 3 - Concurrency and Fair-Share Agreement
Transportation Improvement (“TI”)**

Traffic Impact Analysis

Development Name:	Halifax Health Port Orange Medical Office Building (MOB) Site Plan - Phase 2
City Case No.:	20-80000005
TIA Report Date:	November 2, 2020 & Update on December 3, 2020
TIA Prepared by (Firm):	LTG Engineering & Planning
Estimated Date of Impact:	2024

Contribution Calculations: December 4, 2020

Impacted Intersections/Road Segments per Transportation Master Concurrency Plan	TI Stage I Reservation Deposit Estimated Cost	TI Stage II Project Cost	TI Stage III Actual Cost	DT/CI Ratio	% of Cost	Contribution Without Multiplier ^[3]
Summer Trees Road Extension [1] OR Book 7486 Page 1855	N/A	N/A	\$3,152,938.60	10/860	1.16%	\$36,662
Volusia County Roadway Impacts [2]						
1. Williamson Boulevard						
a. Caribbean Pine Way to Madeline Ave. [2]	\$6,700,000	N/A	N/A	2/1870	0.21%	\$7,166
b. Madeline Ave to Willow Run Blvd. [2]	\$5,737,230	N/A	N/A	3/1870	0.21%	\$9,204
c. Willow Run Blvd. to Town West Blvd. [2]	\$16,020,550	N/A	N/A	4/1870	0.37%	\$34,269
d. Town West Blvd. to 4L Terminus N of PO Pavilion [2]	\$4,391,460	N/A	N/A	5/1870	0.48%	\$11,742
2. Taylor Road (Crane Lakes Blvd. to Summer Tree Rd.) [2]	\$5,422,184	N/A	N/A	1/1870	0.16%	\$2,900
3. Taylor Road (Dunlawton Avenue to Clyde Morris Boulevard) [2]	\$8,300,000	N/A	N/A	2/741	0.40%	\$22,402

Total Phase 2 Fair-Share Contribution - \$124,345	Port Orange FSP- \$36,662 Volusia County FSP^[2]- \$87,683
--	---

Fair Share Projects Dunlawton/Taylor at I-95 (PRVCF ORB 5709/4728), Dunlawton/Clyde Morris (PRVCF ORB 5709/4732, and Town West/Williamson (PVR CF 5709/4736) are completed or fully funded.

[1] City Project Participant - *Eligible for City trans. impact fee credits*

[2] Per Chapter 4, Section 4 of the LDC, approval to a development project is subject to mitigating adverse impacts to Volusia County owned or maintained segments of Williamson Blvd., Taylor Rd., and Intersections per the TIA. The impacts resulting from this project will be mitigated by the developer by completing improvements or making a mitigation payment to Volusia County for the impacts to the Volusia County roads and intersections (Williamson Blvd. & Taylor Rd.). Since the fair-share payment for Williamson and Taylor Rd. impacts is being made to Volusia County and not the City, the multiplier was not added. Project estimate cost per Volusia County Traffic Engineering – February 2020. Fair-share payment to VC will go towards the feasibility study for roadway improvements on Taylor Road between Dunlawton Avenue and Clyde Morris Boulevard, and/or design work for any projects identified in the Taylor Road corridor.

[3] Rounded up to nearest whole dollar

Planning Review: _____ Date _____

Finance Review: _____ Date _____

Development Exhibit B-1

(Legal Description)

LOT 3, OF SPRINGS AT PORT ORANGE, ACCORDING TO THE PLAT THEROF RECORDED IN THE PLAT BOOK
61, PAGES 20 AND 21, OF THE PUBLIC RECORD OF VOLUSIA COUNTY, FLRODIA.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 12/15/2020

Consent item: Yes

SUBJECT: (C16) Acceptance of the 2020 Annual Concurrency Management Report

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to accept the 2020 Concurrency Management Report.

SUMMARY: Each year, the City is required to prepare the Concurrency Management Report. Concurrency is the finding that public facilities and services necessary to support a proposed development are available or will be made available concurrently with the impacts of a development. All Florida municipalities are required to adopt and implement concurrency management systems in accordance with State law. In addition to the individual concurrency reviews for current development proposals, this report, prepared annually, is intended to monitor the cumulative effect of all approved Development Orders and Development Permits on the capacity of public facilities. Concurrency reviews evaluate a project's impact on the following seven public facilities and services (Transportation, Sanitary Sewer, Potable Water, Stormwater Drainage, Solid Waste, Recreation, and Public Schools).

As indicated in the report, the public facilities and services subject to concurrency review are at sufficient levels for FY 2020/2021.

Project No.: Funding Account No.:

Presenter: Tim Burman

ATTACHMENTS:

1.	2020 CMR FINAL	2020 CMR FINAL.pdf
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Penelope Cruz
Tim Burman
Alan Rosen
Robin Fenwick

Created/Initiated - 11/19/2020
Approved - 11/20/2020
Approved - 11/23/2020
Final Approval - 11/30/2020



2020

CONCURRENCY MANAGEMENT REPORT

Prepared by the
Department of Community Development
November 2020

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This 2020 Concurrency Management Report was prepared by the Community Development Department, with assistance from the Finance, Parks & Recreation, Public Utilities, and Public Works Departments and Volusia County Schools.

I. EXECUTIVE SUMMARY

Concurrency is the finding that public facilities and services necessary to support new development are available, or will be made available, by the time the impacts of development are expected to occur. As mandated by State law, all municipalities must conduct concurrency reviews on development proposals and make a finding of concurrency before any development orders or permits can be issued. Concurrency reviews evaluate a project's impact on the following seven public facilities and services:

**Transportation
Sanitary Sewer
Potable Water
Stormwater Drainage
Solid Waste
Recreation
Public Schools**

The concurrency management system for the City of Port Orange is established by policy in the City's Comprehensive Plan and administered through regulations contained within the City's Land Development Code. The Community Development Department is responsible for regularly monitoring the cumulative effect of all approved Development Orders and Development Permits on the capacity of public facilities. In addition to the individual concurrency reviews for current development proposals, this report, prepared annually, is intended to meet this obligation.

From October 1, 2019, through September 30, 2020, the Community Development Department issued Development Orders that secured capacity reservations for 490,517 square feet of new non-residential space and 651 residential units.

In review of the City's position with respect to concurrency, the public facilities and services subject to concurrency review are at sufficient levels for FY 20/21.

- Traffic: Traffic volumes within the City have increased on some segments and decreased on other segments over the past year. Roads on the west side of I-95 will continue to experience the most traffic growth in the future. The capacity on Williamson Boulevard north of the Pavilion, and Taylor Road between Dunlawton Avenue and Clyde Morris Boulevard, will need to be monitored as these segments are slightly above the Level of Service (LOS) standard established by Volusia County. Throughout the City, roadway capacity improvements are planned or being planned for the next several years to keep pace with anticipated development.
- Sanitary Sewer and Potable Water: These systems continue to have capacity to support additional growth within the City. The LOS for potable water will be monitored to ensure that permitted ground water withdrawal capacity per the Consumptive Use Permit, issued to the City by St. Johns River Water Management District, is not exceeded.
- Stormwater Drainage: The stormwater LOS requirement is being met for all drainage facilities constructed after the 1970's (when the City's stormwater regulations were

adopted) with respect to being able to treat the runoff from the 25-year, 24-hour storm without causing flooding or polluting the receiving water bodies. The City continues to identify long-term solutions and implement drainage improvement and maintenance programs to enhance the function of the full stormwater system including those areas developed prior to the adoption of the stormwater regulations.

- Solid Waste: Solid waste generation rates are slightly above the adopted LOS standard. There is no concurrency review for trash collection; however, the City's ability to collect and dispose of this waste is subject to concurrency review. As long as the City has sufficient financial resources to pay for private waste collection and space is available at the landfill, the City will have fulfilled its obligation to ensure that its waste is collected and disposed, regardless of the LOS standard. The amount of solid waste generated by individuals is not something that the City can directly control; however, the City can promote recycling programs to inform residents and businesses about the benefits of reducing the amount of waste generated.
- Recreation and Open Space: There are surpluses for each recreation facility that will meet the adopted LOS through the planning horizon (2025).
- Public Schools: The LOS is being met for all of the public schools located in the Port Orange area.

II. OVERVIEW OF CONCURRENCY MANAGEMENT

Concurrency is the finding that public facilities and services necessary to support a proposed development are available or will be made available concurrently with the impacts of a development. All Florida municipalities are required to adopt and implement concurrency management systems in accordance with State law.

The concurrency management system for the City of Port Orange is established by policy in the City's Comprehensive Plan and administered through regulations contained within the City's Land Development Code (LDC). Local level-of-service standards (LOS) for seven types of public facilities and services have been adopted as part of the Comprehensive Plan. During the subdivision or site plan review process, the City evaluates each proposed development for its anticipated impact on these facilities and services and makes a finding of whether approval of the project would cause these facilities or services to drop below their adopted LOS.

In general, no final Development Orders or permits may be issued for development until there is a finding that all public facilities and services included in the City's Concurrency Management System have sufficient capacity to accommodate the impacts of the development, or that improvements necessary to bring facilities up to their adopted LOS will be in place at the same time the impacts occur. Development Orders and permits include subdivision approval, site development plan approval, and the issuance of building permits.

Public Facilities and Services Subject to Concurrency Review

Concurrency review evaluates impacts on seven types of public facilities and services:

**Transportation
Sanitary Sewer
Potable Water
Stormwater Drainage
Solid Waste
Recreation
Public Schools**

If the City's concurrency review reveals a proposed development will generate impacts that exceed available capacity, the City must secure a financial, or other legally binding commitment, to ensure that improvements necessary to correct the anticipated deficiency will be in place concurrent with the impacts of the proposed development. Should the City and/or the developer be unable to provide such assurances, the project must be denied. Projects denied due to a failure to meet concurrency requirements, but for which all other LDC requirements have been met, can be placed on a prioritized list for approval of Development Orders once facility improvements have been made.

Concurrency Administration

The Community Development (CD) Department is responsible for coordinating all concurrency reviews by City departments. Concurrency reviews are conducted as part of the development review process for site plans and residential subdivisions. The CD Department may also conduct non-binding concurrency reviews for developments in the pre-application or conceptual plan stage.

The CD Department is also responsible for monitoring the cumulative effect of all approved Development Orders and development permits on the capacity of public facilities. The annual Concurrency Management Report is intended to meet this obligation.

From October 1, 2019 through September 30, 2020, the CD Department conducted concurrency reviews for 7 non-residential projects and 4 residential projects. During this period, Development Orders were issued (or extended) and capacity reservations were secured for a total of 490,517 square feet of new non-residential space and 651 residential units. As of September 30, 2020, there is 747,293 square feet of non-residential space and 1,224 residential units that remain vested but un-built from previous years (see Exhibit 1).

Exemptions from Concurrency

Three types of development are exempt from concurrency review.

1. Vested projects with valid development orders or permits issued prior to November 1, 1990;
2. Public facilities; and
3. De minimus projects.

Development Orders for projects which meet these criteria may be issued without a finding of concurrency. However, if the proposed development will impact a public facility for which a deferral or moratorium on development has been placed, then no Development Orders may be issued until the deficiency is corrected.

Public facilities necessary to ensure the protection of the health, safety and general welfare of the citizens of Port Orange are exempt from concurrency review. This includes all public facility construction projects in the City's Capital Improvements Program required to maintain adopted LOS standards. This means that new public facilities, such as fire stations, are not reviewed to determine whether they will generate impacts that may negatively affect the City's level of service standards.

A de minimus development has very minimal impact, if any, on the City's adopted level of service standards set forth in the Comprehensive Plan. The following criteria are used to determine if a development is de minimus:

- Development of a single-family or two-family (duplexes) dwellings on a lot of record or un-platted parcel created before April 10, 1990 is deemed to be de minimus from all Concurrency reviews.
- Development with a daily trip generation rate of less than one percent of the maximum trip volume at the adopted level-of-service on an adjacent roadway and, on non-hurricane evacuation routes, would not cause the maximum volume to be exceeded by 110 percent is deemed de minimus for purposes of assessing

transportation LOS.

- Development that does not increase the number of school-age residents beyond the district-wide LOS standards established by the Volusia County School Board is deemed de minimus for purposes of assessing school levels of service.

In addition, developments in the Port Orange Town Center Transportation Concurrency Exception Area (TCEA) are exempt from the standard vehicular transportation concurrency review requirements of the LDC. The TCEA is intended to support the redevelopment objectives of the City by providing a multi-faceted strategy for maintaining acceptable overall mobility, while minimizing the need for major road improvements that would potentially alter the desired character of the Town Center. Development within the TCEA is required to comply with the mobility strategies identified by the City to ensure continued safety and efficiency of the transportation system and to mitigate the impacts of the proposed development. While there has been an increase in development within the Port Orange Town Center CRA over the past 5 years, there are no transportation concurrency issues in the area.

Vested Development

Development projects which had valid Development Orders or permits prior to the commencement of the City's concurrency regulations on November 1, 1990 are considered vested. This also includes all vacant single-family and two-family residential lots in subdivisions platted before that time. Lots and parcels which are vested for concurrency but have not yet been constructed or built out are considered reserved, meaning that the capacity has been reserved in the concurrency system to support their eventual construction.

When completed and occupied, the vested and reserved residential development will add approximately 2,754 new citizens to Port Orange¹. The current list of remaining vested development, as of September 30, 2020, is listed in Exhibit 1, along with the developments that have current Development Orders and capacity reservations.

¹ Average household size is 2.25, per the 2010 Census. Previous census provided average household size by housing unit type (i.e. single-family, multi-family, mobile home). As of the 2010 Census, this data is no longer provided.

EXHIBIT 1: VESTED & RESERVED DEVELOPMENT (September 30, 2020)**SINGLE FAMILY SUBDIVISION LOTS**

<u>SUBDIVISION</u>	<u>NUMBER LOTS</u>
Angler's Cove	5
Cambridge Acres	2
Carter Woods	2
Countryside I-XII	2
Cross Creek I-II	1
Golden Pond Estates	1
Hidden Oaks at Spruce Creek	2
Ken Bern	1
Kings Landing	24
Kings Landing II	45
Kingswood I-III	1
Northern Lites	3
Oakland Park I-III	1
Palms Del Mar	1
Pheasant Run West	1
Pinnacle II	18
Reedy Creek Acres	1
Reedy Creek North	1
Riverbank Properties	2
The Sanctuary on Spruce Creek I-III	2
Sawgrass Point I-III	1
Skylake II-III	2
Sleepy Hollow II	1
Spruce Creek Woods	1
Sugar Forest III	1
Summertrees South I-III	2
Sweetwater Estates	8
Syford Acres	2
Viking I-II	1
Westport Reserve 3	45
Westport Reserve 4	71
Woodhaven I	123
Woodlake	2
<u>TOTAL</u>	<u>377</u>

MOBILE HOME LOTS / SPACES

Bayview	3
Colony In The Wood	8
Crane Lakes	8
Halifax Estates	8
Laurelwood I-V	1
Pickwick Village	1
Spruce Creek Village	5
Twin Gates	3
<u>TOTAL</u>	<u>37</u>

MULTI-FAMILY/TOWNHOUSE/DUPLEX UNITS

Bella Oaks	113
Canalview Place	20
Eden Apartments	288
Hidden Village	1
New Port Apartments	310
Potato Patch	1
Southern Oaks	6
Trailwood I	8
Woodhaven I	51
<u>TOTAL</u>	<u>810</u>

GRAND TOTAL **1,224****NON-RESIDENTIAL DEVELOPMENT**

<u>DEVELOPMENT</u>	<u>SQUARE FEET</u>
Advent Health	50,000
Central Parc at Oakwater	24,159
Dairy Queen	4,012
Elite Plaza	9,900
Madeline Williamson Property	29,600
Newport Lot 3 (2 buildings)	7,982
Oak Street Industrial Park	66,079
Palmer College, Building 4	47,572
Palms at Ashton Lakes ALF	136,554
* Pavilion at Port Orange (Lot 5)	124,903
* Raydon, Phase II	66,557
Takara Japanese Restaurant	9,534
Thompson Pump	162,141
* Unatin Office Building	8,300

GRAND TOTAL **747,293**

* Square footage approved as part of previously approved site plans. There are no current plans in FY 20/21 to construct these projects.

Adopted Level-of-Service Standards (LOS)

The adopted level-of-service standards (LOS) for public facilities subject to concurrency are established in the City of Port Orange's Comprehensive Plan and the Land Development Code. The standards for each facility and service are indicated in Part II of this report.

Capacity Reservations

If a concurrency review for a proposed development reveals that there is sufficient capacity to support it, a Development Order will be issued, and capacity is reserved. Capacity reservations are made based on the date of project approval by the Community Development Department or the City Council. Capacity reservations are made in conjunction with the issuance of a final Development Order. They are valid only for the specific land use(s), densities, intensities and construction and improvement schedules as contained on the Development Order and any applicable development agreements for the property.

The issuance of a Development Order generally reserves public facility capacity for the project for one year. For Planned Unit Developments (PUD) and Planned Commercial Developments (PCD), capacity may be reserved for the first phase of the project for up to one year from the issuance of the approval. Capacity reservations for concurrency expire when the underlying Development Order or development agreement expires or is revoked.

The City Council may also reserve public facility capacity for a particular land area or specific land use, provided it is done in accordance with a specific development or redevelopment strategy identified in the Comprehensive Plan. This would include such community development objectives as providing affordable housing or diversification of the tax base.

Development Deferrals/Moratoria

If, at any time, the City's inventory of public facilities capacities indicates that a facility has dropped below its adopted LOS, then the City will cease to issue any Development Orders which would impact that facility. Such a deferral will continue until the adopted LOS is reestablished through facility improvements or other methods, or the adopted LOS as established in the Port Orange Comprehensive Plan is amended to reflect a lower, acceptable community standard. If improvements to a facility are not anticipated to keep pace with the demand brought about by new development, then the City may declare a development deferral or moratorium of specified duration and/or location.

III. CURRENT CAPACITIES AND LEVEL-OF-SERVICE

This section of the report will look at each facility subject to concurrency. First, the facility's adopted level-of-service (LOS) will be identified. Next, the current status of the facility relative to its adopted LOS will be evaluated. Lastly, the City's ability to meet the demands of new development at adopted levels-of-service during the upcoming year will be considered and a description of projected long-term improvements is provided.

TRANSPORTATION FACILITIES

Level of Service Measures

The City evaluates LOS for concurrency review purposes based on peak-hour trips for city roads and on peak-hour and daily trips for County and State roads. This allows the City to evaluate the existing and projected LOS on roadway segments so the City can target specific improvements to maintain the adopted LOS or to make improvements for specific movements, if necessary.

Adopted Level-of-Service Standards

Exhibit 2 lists the currently adopted level-of-service standards for roads in the City.

Exhibit 2: Adopted Roadway Level-of-Service Standards

Administrative Facility Type	Adopted LOS Standard
Florida Strategic Intermodal System (SIS)	C
State Arterials (FDOT) and non-SIS roads	D
County (Volusia County)	E
City (Port Orange)	E

Florida Strategic Intermodal System (SIS) Roadways - LOS "C"

In Port Orange, the sole Florida Strategic Intermodal System (SIS) roadway facility is I-95. The state mandates these roads be maintained at LOS "C" or better. According to the Highway Capacity Manual, LOS "C" is defined as stable flow, but the operation of individual users is significantly affected by interactions with other vehicles in the traffic stream. Ability to select and maintain a desired speed is affected by the presence of other vehicles, and changing lanes becomes more difficult.

State Arterials (Non-SIS Facility) & Designated Hurricane Evacuation Routes - LOS "D"

State-maintained principal arterials and hurricane evacuation routes are designated at LOS "D". US 1 (Ridgewood Avenue), SR 421 (Dunlawton Avenue), SR A1A (Dunlawton bridge) and SR 5A (Nova Road) are designated with LOS "D". According to the Highway Capacity Manual, LOS "D" is defined as high-density yet stable flow. The ability to select a desired speed and to change lanes is severely restricted, although the driver or passenger still experiences a fair level of comfort and convenience. Small increases in traffic flow can cause operational delays at this LOS.

All City Roads and County Arterial and Collector Facilities - LOS "E"

The City's LOS standard for city roads and the Volusia County LOS standard for county roads is "E". According to the Highway Capacity Manual, LOS "E" is defined as high-density and often unstable traffic flow. Speeds are generally reduced to a low, but relatively uniform value during peak periods. The ability to change lanes is extremely difficult and is generally accomplished by forcing another vehicle to slow down to accommodate such maneuvers. Comfort and convenience are poor and driver frustration is high. Small increases in traffic volume or other minor problems such as a stalled vehicle can cause traffic delays.

Design Capacity LOS and Existing Level-of-Service

Exhibit 3, "Roadway Counts, Functional Classification and LOS" indicates the design capacity and adopted levels of service of various arterial and collector roadways in the City of Port Orange, existing traffic volumes, existing level-of-service, and the percentage change in traffic volumes between 2018 and 2019 for County and State roadways and between 2019 and 2020 for City roadways. The capacity of a roadway is based on roadway characteristics for urbanized areas described in Table 1 of the latest edition of the Quality Level of Service Handbook (2013) published by FDOT. The volume to capacity ratio or VC ratio measures the amount of traffic on a given roadway relative to the amount of traffic the roadway was designed to accommodate.

Traffic Counts and Trends

According to the latest traffic count volumes available for the roads within the City, there were moderate increases on some road segments and decreases on road segments (see Exhibit 3). The volumes indicated in Exhibit 3 are presented as average daily trips. The most recent daily traffic counts available were taken in 2020 for City roads and in 2019 for State and County roads. City traffic counts were taken in September 2020 rather than May to obtain a more accurate count since schools and many businesses were closed or had limited hours due to COVID-19. There are three roadway segments along Williamson Boulevard operating above the adopted Volusia County LOS standard (North City Limits to Madeline Ave., Madeline Ave. to Willow Run Blvd., and Willow Run Blvd. to Town West Blvd.) and one segment of Taylor Rd. (Dunlawton Ave. to Clyde Morris Blvd.) operating above the adopted Volusia County LOS standard. All other City, County, and State roads within the City are operating below their adopted LOS standard.

State Roads (2019 Data)

There were no State maintained roadway segments that exceeded the adopted LOS standard. Of the 14 state count stations, 7 showed traffic volume increases, 4 showed a traffic volume decrease, and 3 had no change in traffic volume. Capacity remains on these roadway segments and staff will continue to monitor traffic volume counts in this area. Overall, there was a 1.4% increase in total trips on the state's roads within the city from 2018-2019.

County Roads (2019 Data)

Of the 24 county count stations, 9 showed traffic volume increases, 14 showed traffic volume decreases, and one showed no change. There are three roadway segments along

Williamson Boulevard between the North City Limits to Town West, and one roadway segment of Taylor Road (Dunlawton Ave. to Clyde Morris Blvd.) that exceeded the adopted Volusia County LOS standard. The widening of Williamson Boulevard is a long-term improvement that will need to be a roadway project programmed by Volusia County. By widening this segment, the capacity at the adopted Volusia County LOS standard is anticipated to increase from 17,050 daily trips to approximately 37,970 daily trips. The Williamson Boulevard widening project is included in the TPO's 2040 Long Range Transportation Plan, but it is not currently funded. Also included in the TPO's 2040 Long Range Transportation Plan is the widening of Taylor Road between Spruce Creek Boulevard (Spruce Creek Fly-in entrance) and Summer Trees Road as funding becomes available. Overall, there was an 2.2% decrease in total trips on the Volusia County roads within the City from 2018-2019.

City Roads (2020 Data)

There were no local maintained roadway segments that exceeded the adopted LOS standard. Of the 29 city count stations, 3 showed traffic volume increases and 26 showed traffic volume decreases. Overall, there was a 7.2% decrease in total trips on the city road within the City from 2019-2020.

Exhibit 3: Roadway Counts, Functional Classification and LOS (Blue = State road/count; Yellow = County road/count; White = City road/count)

ROAD	LOCATION	COUNT STATION	NO. OF LANES	FUNCT. CLASS ^A	ADOPTED LOS STANDAR D	ADOPTED LOS CAPACITY	*2017 VOLUME	2018 VOLUM E	2019 VOLUME	**2020 VOLUME	EXISTING LOS	% Change ^B	VC Ratio ^C
Airport Road	Pioneer Trail-Williamson	64	2	CO	E	33,300	7,590	7,170	6,600		B	-7.95%	19.82%
Canal View Blvd.	Nova Rd. to Spruce Creek Rd.	201	2	CO	E	12,744		2,606	2,146	1,967	B	-8.34%	15.43%
Central Park Blvd.	Hensel Rd. to Spruce Creek Rd.	2201	2	local	E	12,744		2,657	2,863	2,644	B	-7.65%	20.75%
Charles St.	Ridgewood Ave. to FEC Railroad	301	2	local	E	12,744		1,802	2,031	1,879	B	-7.48%	14.74%
Charles St.	FEC Railroad to McDonald Rd.	302	2	local	E	12,744		3,875	2,776	2,114	B	-23.85%	16.59%
City Center Pkwy.	Dunlawton Ave. to City Center Cir.	2401	2	local	E	12,744		5,461	5,626	3,995	B	-28.99%	31.35%
City Center Blvd.	Clyde Morris to City Center Cir.	2402	2	local	E	12,744		5,479	5,062	3,478	B	-31.29%	27.29%
City Center Dr.	Herbert St. to City Center Cir.	2403	2	local	E	12,744		2,731	2,591	1,883	B	-27.33%	14.78%
Clyde Morris Blvd.	N. City Limits to Madeline Ave.	335	4	UPA	E	37,970	24,230	21,490	20,350		C	-5.30%	53.59%
Clyde Morris Blvd.	Madeline Ave. to Willow Run	333	4	UPA	E	37,970	23,240	24,390	21,430		C	-12.14	56.44%
Clyde Morris Blvd.	Willow Run Blvd. to Dunlawton Ave.	332	4	UPA	E	37,970	20,230	21,070	18,660		C	-11.44%	49.14%
Clyde Morris Blvd.	Dunlawton Ave. to Taylor Rd.	330	2	UMA	E	17,050	10,440	10,520	9,910		C	-5.80%	58.12%
Commonwealth Blvd.	Spruce Creek Rd. to FEC Railroad	360	2	MA	E	13,640	5,530	5,430	5,540		D	2.03%	40.62%
Commonwealth Blvd.	FEC Railroad to Ridgewood Ave.	361	2	MA	E	13,640	3,840	3,680	3,870		C	5.16%	28.37%
Country Ln.	Village Trail to Smokerise Blvd.	601	2	local	E	12,744		5,345	5,697	5,273	B	-7.44%	41.38%
Country Ln.	Smokerise Blvd. to Taylor Rd.	602	2	local	E	12,744		4,317	4,491	4,289	B	-4.50%	33.66%
Dunlawton Ave.	Peninsula Dr. to Ridgewood Ave.	427	4	PA	D	39,800	22,500	23,500	25,500		D	8.51%	64.07%
Dunlawton Ave.	Ridgewood to Spruce Creek Rd.	5181	4	PA	D	39,800	28,500	28,500	26,500		C	-7.02%	66.58%

Exhibit 3: Roadway Counts, Functional Classification and LOS (Blue = State road/count; Yellow = County road/count; White = City road/count)

ROAD	LOCATION	COUNT STATION	NO. OF LANES	FUNCT. CLASS ^A	ADOPTED LOS STANDAR D	ADOPTED LOS CAPACITY	*2017 VOLUME	2018 VOLUM E	2019 VOLUME	**2020 VOLUME	EXISTING LOS	% Change ^B	VC Ratio ^C
Dunlawton Ave.	Spruce Creek Rd. to Nova Rd.	1015	4	PA	D	39,800	33,000	32,000	33,000		C	3.13%	82.91%
Dunlawton Ave.	Nova Rd. to Clyde Morris Blvd.	1014	6	PA	D	59,900	42,500	41,000	40,000		C	-2.44%	66.78%
Dunlawton Ave.	Clyde Morris Blvd. to I-95	517	6	PA	D	59,900	49,000	52,500	53,500		C	1.90%	89.32%
Hensel Rd.	Taylor Rd. to Central Park Blvd.	1001	2	local	E	12,744		7,244	6,630	6,713	B	1.25%	52.68%
Herbert St.	Ridgewood Ave. to Nova Rd.	903	2	CO	E	12,744		5,885	6,942	5,714	B	-17.69%	44.84%
Herbert St.	Nova Rd. to City Center Dr.	904	2	CO	E	12,744		9,298	8,805	7,173	B	-18.53%	56.29%
Herbert St.	City Center Dr. to Clyde Morris	905	2	CO	E	12,744		7,554	7,585	6,710	B	-11.54%	52.65%
McDonald Rd.	Charles St. to Madeline Ave.	1201	2	local	E	12,744		2,997	2,990	2,656	B	-11.17%	20.84%
Madeline Ave.	Sauls Rd. to Nova Rd.	1164/1301	2	MA	E	14,040		5,696	5,264	4,652	C	-11.63%	33.13%
Madeline Ave.	Nova Rd. to Clyde Morris Blvd.	1163/1303	2	MA	E	14,040		9,044	8,881	8,098	C	-8.82%	57.68%
Madeline Ave.	Clyde Morris Blvd. to Williamson	1161/1304	2	MA	E	14,040		11,784	12,304	10,701	C	-13.03%	76.22%
Nova Rd.	Madeline Ave. to Dunlawton Ave.	1017	4	UPA	D	39,800	27,500	27,000	27,000		C	0.00%	67.84%
Nova Rd.	Dunlawton to Spruce Creek Rd.	1016	4	UPA	D	39,800	29,500	25,000	28,000		C	12.00%	70.35%
Nova Rd.	Spruce Creek Rd.to Ridgewood Av.	458	4	UPA	D	39,800	19,100	18,800	21,500		C	14.36%	54.02%
Pioneer Trail	Airport-Turnbull Bay Rd.	1465	2	UC	E	13,640	5,020	4,960	6,020		C	21.37%	44.13%
Reed Canal Rd.	Nova Rd-Clyde Morris Rd.	1561	2	UC	E	13,640	7,050	6,450	6,260		D	-2.95%	45.89%
Ridgewood Ave.	N. City Limits to Dunlawton Ave.	213	4	UPA	D	39,800	25,500	26,500	25,000		C	-5.66%	62.81%
Ridgewood Ave.	Dunlawton Ave. to Oak St.	5057	4	UPA	D	39,800	20,400	21,000	21,000		C	0.00%	52.76%

Exhibit 3: Roadway Counts, Functional Classification and LOS (Blue = State road/count; Yellow = County road/count; White = City road/count)													
ROAD	LOCATION	COUNT STATION	NO. OF LANES	FUNCT. CLASS ^A	ADOPTED LOS STANDAR ^D	ADOPTED LOS CAPACITY	*2017 VOLUME	2018 VOLUM ^E	2019 VOLUME	**2020 VOLUME	EXISTING LOS	% Change ^B	VC Ratio ^C
Ridgewood Ave.	Oak St. to Nova Rd.	152	4	UPA	D	39,800	15,700	15,700	15,900		C	1.27%	39.95%
Ridgewood Ave.	Nova Rd. to S. City Limits	13	4	UPA	D	65,600	26,000	25,500	24,500		B	-3.92%	37.35%
Spruce Creek Rd.	Central Park Blvd. to Merrimac Dr.	1701	2	CO	E	12,744		6,453	6,291	5,686	B	-9.62%	44.62%
Spruce Creek Rd.	Merrimac Dr. to Taylor Rd.	1702	2	CO	E	12,744		10,774	9,303	9,476	C	1.86%	74.36%
Spruce Creek Rd.	Taylor Rd. to Nova Rd.	1751	4	UMA	E	37,970	15,910	15,310	15,100		C	-1.37%	39.77%
Spruce Creek Rd.	Commonwealth to Dunlawton Ave.	1755	2	MA	E	13,640	9,180	9,420	8,990		D	-4.56%	65.91%
Spruce Creek Rd.	Dunlawton to Canal View Blvd.	1708	2	CO	E	13,640		3,507	2,662	2,541	B	-4.54%	18.63%
Taylor Rd.	Hensel Rd. to Spruce Creek Road	1826	4	MA	E	37,970	15,930	15,520	15,840		C	2.06%	41.72%
Taylor Rd.	Clyde Morris Blvd. to Hensel Rd.	1824	4	MA	E	37,970	20,250	19,440	19,440		C	0.00%	51.20%
Taylor Rd.	Dunlawton Av. to Clyde Morris Blvd.	1823	2	MA	E	13,640	14,100	14,710	14,720		F	0.07%	107.92%
Taylor Rd.	Williamson Blvd. to I-95	1814	5	UPA	E	47,560	41,380	40,770	40,620		C	-0.37%	85.41%
Taylor Rd.	Summer Trees Rd. to Williamson Blvd.	1813	4	UPA	E	37,970	15,530	16,030	16,390		C	2.25%	43.17%
Taylor Rd.	Crane Lakes Blvd. to Summer Trees Rd.	1812	2	UPA	E	17,050	16,120	17,350	16,190		F	-6.68%	94.96%
Town West Blvd.	Williamson Blvd. to Coraci Blvd.	100	2	CO	E	17,900		7,025	7,675	7,094	B	-7.57%	39.63%
Town West Blvd.	Coraci Blvd. to Tomoka Farms Rd.	110	2	CO	E	17,900		3,654	3,884	3,564	B	-8.24%	19.91%
Victoria Gardens Blvd.	S. of Dunlawton Ave.	2501	2	local	E	15,930		3,449	3,826	2,732	B	-28.59%	17.15%
Victoria Gardens Blvd.	E. of Clyde Morris Blvd.	2502	2	local	E	15,930		2,602	2,887	1,794	B	-37.86%	11.26%
Village Trail	Dunlawton Ave. to Country Ln.	1901	2	local	E	15,930		8,062	7,260	7,027	B	-3.21%	44.11%

Exhibit 3: Roadway Counts, Functional Classification and LOS (Blue = State road/count; Yellow = County road/count; White = City road/count)													
ROAD	LOCATION	COUNT STATION	NO. OF LANES	FUNCT. CLASS ^A	ADOPTED LOS STANDAR D	ADOPTED LOS CAPACITY	*2017 VOLUME	2018 VOLUM E	2019 VOLUME	**2020 VOLUME	EXISTING LOS	% Change ^B	VC Ratio ^C
Village Trail	Country Ln. to Nova Rd.	1902	2	local	E	15,930		8,486	8,102	8,624	B	6.44%	54.14%
Willow Run	Clyde Morris Blvd. to Hidden Lakes	2013	3	CO	E	30,420		10,659	10,515	8,851	B	-15.82%	29.10%
Willow Run	Hidden Lakes Dr. to Williamson Blvd.	2010	2	CO	E	14,040		7,760	7,653	6,355	C	-16.96%	45.26%
Williamson Blvd.	N. City Limits to Madeline Ave.	1993	2	UPA	E	17,050	16,850	20,660	19,740		F	-4.45%	115.78%
Williamson Blvd.	Madeline Ave. to Willow Run Blvd.	1992	2	UPA	E	17,050	17,200	17,400	18,590		F	6.84%	109.03%
Williamson Blvd.	Willow Run Blvd. to Town West	1991	2	UPA	E	17,050	16,950	18,690	19,150		F	2.46%	112.32%
Williamson Blvd.	Town West Blvd. to Taylor Rd.	1990	2	UPA	E	37,970	18,620	21,610	20,840		C	-3.56%	54.89%
Williamson Blvd.	Taylor Rd. to Spruce Creek Bridge	66	4	UPA	E	37,970	22,830	24,910	24,210		D	-2.81%	63.76%
Williamson Blvd.	Spruce Creek Bridge to Airport Rd.	65	4	UPA	D	35,820	19,650	21,300	20,720		D	-2.72%	57.84%
Williamson Blvd.	Airport Rd. to Pioneer Trail	1989	4	UPA	D	35,820	4,110	4,870	5,430		C	11.50%	15.16%
Yorktowne Blvd.	North of Dunlawton Ave.	2080	2	CO	E	17,050		3,351	3,514	3,188	C	-9.27%	18.70%
I-95	Beville Rd. to Dunlawton Ave.	492	4	SIS	D	111,800	51,500	66,500	68,000		C	2.25%	60.82%
I-95	Dunlawton Ave. to SR 44	133	4	SIS	D	111,800	23,265	24,000	24,000		B	0.00%	21.47%
Total City Counts *							-	169,557	158,256	146,871		-7.19%	
Total County Counts**							371,780	383,150	374,610			-2.23%	
Total State Counts**							413,965	427,500	433,400			1.38%	
Total of All Roadways							785,745	980,207	966,266				
Notes to Exhibit 3: A UPA = Urban Principal Arterial, MA = Minor Arterial, CO/UCO = Collector/Urban Collector (TPO and/or City Sources) B Percent volume change is from 2019 to 2018 for State and County and from 2020 to 2019 for City. C Volume to Capacity Ratio compares roadway demand (vehicular volume) with roadway supply (carrying capacity) Blue = State Facility or Counts; Data derived from Volusia County Traffic Engineering, 2019 Yellow = County Facility or Counts; Data derived from Volusia County Traffic Engineering, 2019 White = City Facility & Counts; Data derived from Traffic Engineering Data Solutions, Inc., 2020 * No City data available for 2017. **County and State data for 2020 will be available in 2021. Where no data is available the previous year count was used for the purpose of calculating total counts and percent volume change for total counts. Sources: FDOT 2013 Quality/Level of Service Handbook; Traffic Engineering Data Solutions, Inc., 2020; and Volusia County Traffic Engineering, 2020.													

Roadways Currently Not Operating Within Adopted Level-of-Service:

Based on the latest traffic count data, there are three roadway segments on Williamson Boulevard (county thoroughfare road) and one roadway segment on Taylor Road (county thoroughfare road) that slightly exceed the adopted level-of-service. The City will continue to monitor the traffic volume on Taylor Road, and Williamson Boulevard along with several roadways, such as Dunlawton Avenue, Clyde Morris Boulevard, Nova Road, and Madeline Avenue, and will continue to work with FDOT, Volusia County, and the River to Sea Transportation Planning Organization (R2CTPO) to identify and construct improvements to improve roadway capacity and LOS.

Public or Private Improvements to the System during the Past Fiscal Year (FY 19/20) and Its Impact on Capacity and LOS:

A left-turn lane extension was constructed on Summer Trees Road for traffic turning northbound onto S. Williamson Boulevard in conjunction with the construction of the Springs Apartment project. Additionally, a left-turn lane extension was constructed on Madeline Avenue for traffic turning northbound onto Clyde Morris Boulevard as part of the with the Eden Apartment project. Theses turn lane extensions added capacity for stacking at these intersections to increase traffic flow.

Proportionate Fair-Share Ordinance

In 2006, the City Council adopted a Proportionate Fair-Share Ordinance. The City has entered into Concurrency and Fair-Share Agreements with several developers. City initiated projects funded through the fair-share process and the status of each of these projects is listed below. As of September 30, 2020, the City has received \$6,647,103 in proportionate fair-share.

1. Interstate 95/SR 421 interchange area (phase 1) – ***Project Completed***
2. Clyde Morris Blvd/Dunlawton Avenue intersection - ***Project Completed***
3. Summer Trees Road extension- ***Project Completed***
4. Devon Street/Taylor Road Intersection –***Project Completed***
5. Town West Boulevard/Williamson Boulevard signal – ***Project Completed***
6. Yorktowne Boulevard Extension – ***Partial Design Complete***

Public or Private Improvements to the System during the Current Fiscal Year (FY 20/21) and its Impact on Capacity and LOS:

Reed Canal Turn Lanes

As part of the New Port Apartments and the Eden Apartments developments right and left turn lanes into these developments will be constructed along Reed Canal Road to maintain roadway capacity once these apartment projects are completed. The turn lanes for the Eden Apartments also includes improvements at the intersection with one of the entrances to Atlantic High School to assist with traffic entering and exiting the school's parking lot.

Dunlawton Avenue Left-Turn Lane Extensions (various locations)

Construction of extension of the left-turn lanes along Dunlawton Avenue at the intersection with Yorktowne Boulevard (westbound) and Victoria Gardens Boulevard (westbound) to

improve traffic flow and roadway capacity, reduce delays for turning and through vehicles, improve intersection safety, and reduce damage and maintenance cost for medians.

Capacities Reserved for Approved but Un-built Development:

According to Exhibit 1, there are 1,224 vested but un-built residential units, which are estimated to generate 9,284 average cumulative daily trips.² Residential trips such as these are reserved on the City's roadway system upon being approved or obtaining vesting. A net total of 747,293 square feet of non-residential construction is also vested but un-built.

The City along with Volusia County (maintaining agency) will continue to monitor the traffic volume on Taylor Road and Williamson Boulevard along with several roadways such as Dunlawton Avenue, Clyde Morris Boulevard, Nova Road, and Madeline Avenue, and will continue to work with FDOT, Volusia County, and the River to Sea Transportation Planning Organization (R2CTPO) to identify and construct improvements to improve roadway capacity and LOS.

Bikeway/Pedestrian Improvements during the Past Fiscal Year:

The following bikeway or pedestrian improvement projects were completed in FY19/20.

- Streetlight were installed along Dunlawton Avenue from US1 to Spruce Creek Road
- Sidewalk improvements were constructed along the east and west side of Spruce Creek Road sidewalk from Nova Road to Angelina Court

There are no public or private improvements to the bikeway/pedestrian network planed in FY 20/21.

² 9.52 trips per day for each single-family residential unit, 4.99 per mobile home, 5.81 per duplex or townhouse and 6.65 per multi-family unit. Source: ITE Trip Generation Manual, 10th Edition.

SANITARY SEWER

The Port Orange Sanitary Sewer System serves the City of Port Orange, Daytona Beach Shores, Ponce Inlet (wholesale), and other unincorporated areas of East Volusia County. The Port Orange collection system contains 112 standard public pump stations and 24 “grinder” stations and an estimated 363 miles of pipeline. The collectors range in size from 8” to 30” and transmit flow back to the City’s treatment plant through a series of force mains and relatively deep interceptors.

Adopted Level-of-Service Standard:

Residential consumption is 160 gallons per day per Equivalent Living Unit (ELU) and Commercial consumption is 1/10 gallon per sq. ft. per day of commercial, industrial, or institutional development.

Design Capacity of the Wastewater Treatment Plant and Existing LOS:

The Florida Department of Environmental Protection (FDEP) has permitted the Wastewater Treatment Plant with a maximum capacity of 12.0 million gallons per day (MGD). According to the Public Utilities Department, the present total number of sewer connections is 25,940, and the number of permitted ELU’s connected to the system is 47,806. The Wastewater Treatment Plant currently has a committed capacity of 7.65 MGD, based on FDEP permits for development. Using the City’s LOS figure of 160 gallons per ELU, the Wastewater Treatment Plant is capable of providing service to 75,000 ELU’s. Therefore, the sanitary sewer system capacity is sufficient to serve the current committed ELU’s (see Exhibit 4).

Exhibit 4: Capacity of the Wastewater Treatment Plant

	MGD*	ELU**
Maximum Capacity	12.0	75,000
Committed Capacity	7.65	47,806
Remaining Capacity	+4.35	+27,194

*MGD - Million Gallons per Day

**ELU - The water usage equivalent to one single-family dwelling.

Source: Port Orange Public Utilities Department, October 2020 and FDEP Waste Treatment Plant Permit Application.

As indicated in Exhibit 5 and 6 (see next page), wastewater generation rates have generally been increasing since FY 15/16. The increase is consistent with the increase in population. Exhibit 5 presents a summary of the actual wastewater generation throughout the entire service area since FY 10/11 and the projection through 2025. The 2025 projection was based on population projections in the Comprehensive Plan developed in 2006, prior to the recession that began in 2008. The City did not achieve the projected growth that was anticipated when generating the projections and will likely not reach the 2025 projection. Exhibit 6 presents a comparison between the average wastewater generation daily flow and the City’s population since 2010.

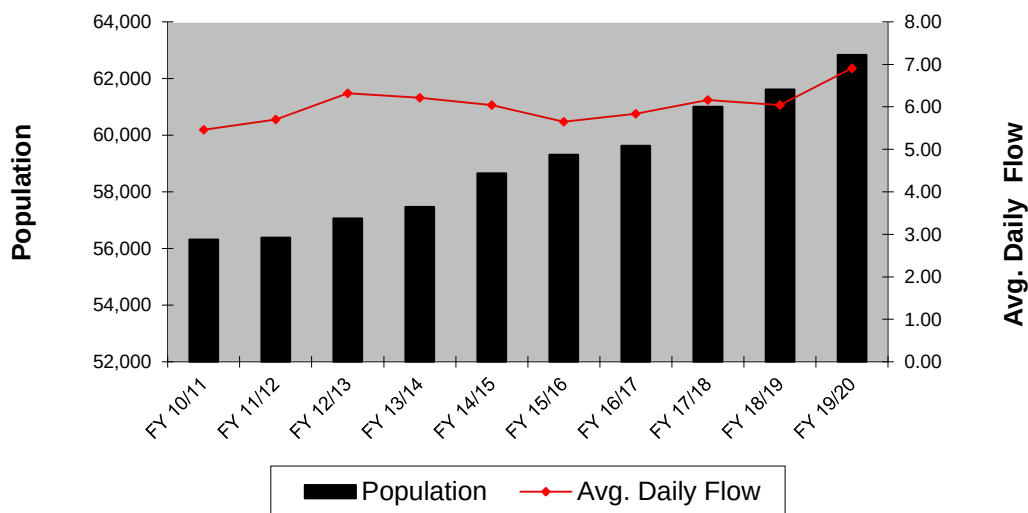
Exhibit 5: Wastewater Generation

YEAR	AVERAGE DAILY FLOW
FY 10/11 (actual)	5.46 MGD
FY 11/12 (actual)	5.70 MGD
FY 12/13 (actual)	6.32 MGD
FY 13/14 (actual)	6.21 MGD
FY 14/15 (actual)	6.04 MGD
FY 15/16 (actual)	5.65 MGD
FY 16/17 (actual)	5.84 MGD
FY 17/18 (actual)	6.16 MGD
FY 18/19 (actual)	6.04 MGD
FY 19/20 (actual)	6.91 MGD
2025 (projected)	8.00 MGD

FY 10/11 (actual)	5.46 MGD
FY 11/12 (actual)	5.70 MGD
FY 12/13 (actual)	6.32 MGD
FY 13/14 (actual)	6.21 MGD
FY 14/15 (actual)	6.04 MGD
FY 15/16 (actual)	5.65 MGD
FY 16/17 (actual)	5.84 MGD
FY 17/18 (actual)	6.16 MGD
FY 18/19 (actual)	6.04 MGD
FY 19/20 (actual)	6.91 MGD
2025 (projected)	8.00 MGD

Source: Port Orange Public Utilities Department, October 2020 and DEP Waste Treatment Plant Permit Application.

Exhibit 6: Average Daily Flow Compared to Population Growth



Source: Port Orange Public Utilities Department, October 2020. DEP Waste Treatment Plant Permit Application.

Capacities Reserved for Approved but Unbuilt Development and its Impact on Capacity and LOS:

It is possible to determine the per capita demand for sanitary sewer generated by reserved and vested development, given the generation rate, the future population, and the non-residential building square footage involved. According to Exhibit 1, the vested and reserved capacity includes the volume needed for 1,224 residential units and 747,293 SF of gross leasable non-residential space. Given a per capita generation rate of 160 gallons per day per ELU for residential and 1/10 gallon per square foot of gross building area for non-residential development, the vested and reserved development could increase the total demand by 270,569 gallons per day (0.27 MGD). According to Exhibit 5, sufficient capacity exists for the development with vested and reserved capacity (Exhibit 1, page 6). Further demand may also be generated by growth within the service

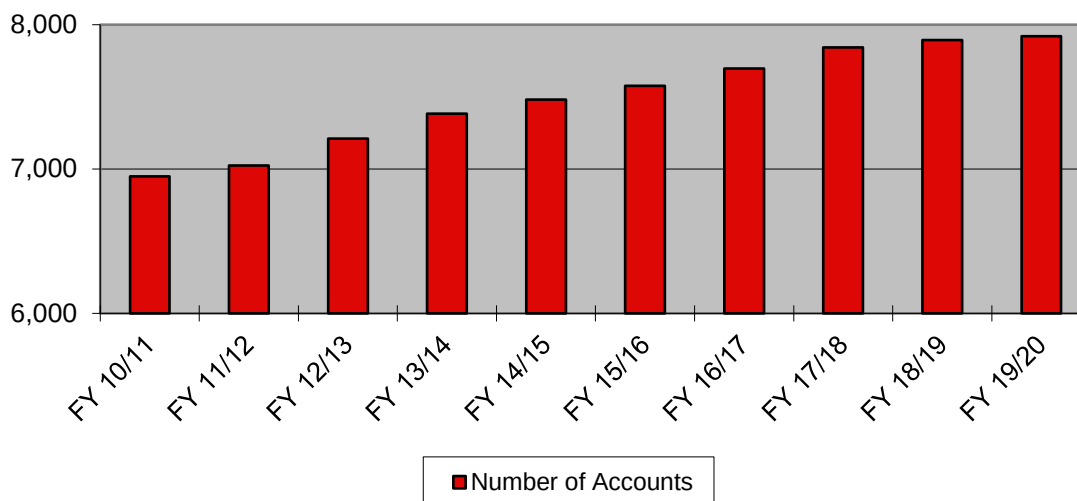
area outside of the City limits and will be analyzed with each concurrency review and annually through this report.

Reclaimed Water:

Reclaimed water is derived from wastewater that has been collected and treated and is safe to be placed back into the environment. Previously, reclaimed water was discharged into the Halifax River; however, in the early 1990's the City began to distribute reclaimed water to residents and businesses for irrigation. Therefore, the use of reclaimed water for irrigation reduces the amount of treated wastewater discharged into the Halifax River and reduces the amount of potable water used for irrigation.

The number of metered reclaimed water accounts within the City has continued to increase over the years with the present total number of reclaimed water accounts at 7,920 (see Exhibit 7).

Exhibit 7: Number of Reclaimed Accounts



Source: City of Port Orange Finance Department, October 2020

The continued increase in reclaimed demand is due to the following factors:

- The City requirement that developers install service connections and connect to reclaimed water lines, where available.
- Potable water irrigation meters are no longer issued, except where no other source, such as a private well or stormwater pond, is available.

Proposed Public or Private Improvements to the System in the Current Fiscal Year and its Impact on Capacity and LOS:

On-going maintenance projects that allow for LOS to be maintained:

- Replace the mechanical equipment at 2-3 lift stations to convert the surface mounted pump systems to submersible pumps.

- Sewer System Rehabilitation to reduce inflow and infiltration (I&I). Project includes cleaning, video, and cured in place lining of various gravity sewer lines identified in previous I&I study. Cured In-Place Pipe lining is a trenchless rehabilitation method used to repair existing pipelines that reduces time and restoration costs. This program is on-going through FY21/22.

Treatment Plant: East Master Lift Station Improvements: Replace the nonfunctioning influent valves to allow maintenance staff to safely enter the east master lift station wet well for cleaning and maintenance.

Lift Stations/Transmission System: Improvements proposed for FY20/21 for the lift stations and transmission system include replacement of the Christiancy Lift Station (Convert to Submersible Station), replacement of Oceans Lift Station (Convert to Submersible), and replacement of Herbert & Nova Master Lift Station (increasing capacity).

Septic to Sewer: This project includes installing new sewer service into various areas of the sewer service area currently served by septic tanks. This is a long-term project that is currently in the design phase. Staff is seeking to identify an area in Ponce Inlet, which is in the City's service area, that meets the requirements for conversion. A minimum of 50% of property owners within an identified area must participate in the conversion.

Potable Water

The Port Orange water utility currently serves the following areas:

- City of Port Orange
- City of Daytona Beach Shores (south of Thames Avenue)
- Town of Ponce Inlet (wholesale account)
- Wilbur-By-The-Sea (unincorporated area)
- Other non-designated unincorporated areas

Adopted Level-of-Service Standard:

- (1) Consumption :
 - Residential is 180 gallons per day per ELU
 - Commercial, industrial, or institutional development is 1/10 gallon per sq. ft. per day
- (2) System Minimum Pressure : 20 pounds per square inch during fire flow
- (3) Storage Provided: 50% of peak daily flow
- (4) Well Capacity: Peak day flow with two wells out of service
- (5) Norm. Operating Pressure: 60-70 pounds per square inch (psi)
- (6) Water Plant Capacity: Adequate for peak daily; three-year lead-time for planned expansion
- (7) High Service Pumping: Peak hour with largest pump out of service
- (8) Water Quality: Meet State/Federal drinking water standards

Design Capacity of Potable Water Treatment Facilities, Consumptive Use Permit, and Existing LOS:

The Garnsey Water Treatment Plant provides the City with a water quality supply that meets all applicable State and Federal standards. The plant was constructed in 1981 and has undergone two upgrades since that time. The plant currently has a capacity of 15.0 MGD and consists of four high-service fixed-speed pumps and two variable-speed pumps that provide adequate water supply to all portions of the service area.

There are two concurrency measures related to potable water: plant capacity and water supply capacity. Regarding plant capacity, there are presently 29,111 potable water connections, equivalent to 40,927 ELUs (Equivalent Living Unit). Based on an LOS standard of 180 gallons per ELU, the capacity currently committed is 7.51 MGD. Therefore, the Water Treatment Plant capacity is sufficient (15.0 MGD) to serve the current number of ELUs at current peak flow rates (see Exhibit 8).

Exhibit 8: Remaining Capacity at the Garnsey Water Treatment Plant

	MGD*	ELU**
Maximum Plant Capacity	15.00	83,333
Committed Capacity	7.51	40,927
Remaining Capacity	7.49	42,406

*MGD- Million Gallons Per Day

**ELU - The water usage equivalent to one single-family dwelling.

Source: Port Orange Public Utilities Department, October 2020

The second measure is water supply capacity. While the City has the technical capability to pump up to 15 million gallons per day from its wells, the Consumptive Use Permit (CUP) issued by the St. John's River Water Management District limits how much water the City can actually pump out of the ground. The CUP is a 20-year permit that was issued in 2002 and will expire in 2022. Currently, the Public Utilities Department is in the early stages of obtaining a CUP for beyond 2022. The 2020 permitted average daily groundwater withdrawal is 8.85 MGD and the maximum permitted peak day withdrawal is 13.28 MGD. The 2020 permitted average daily flow is 8.97 MGD and the maximum permitted peak day withdrawal is 13.46 MGD. The maximum groundwater withdrawal permitted by the CUP in year 2021 is 13.46 MGD.

Exhibit 9 shows the actual average and peak daily flow in 2020 and the permitted average and peak daily flow allowed by the CUP in 2021. Based upon this measure, the City is below the maximum water withdrawal allowed by the CUP.

Exhibit 9: Permitted and Actual Average Daily Flow and Peak Flow

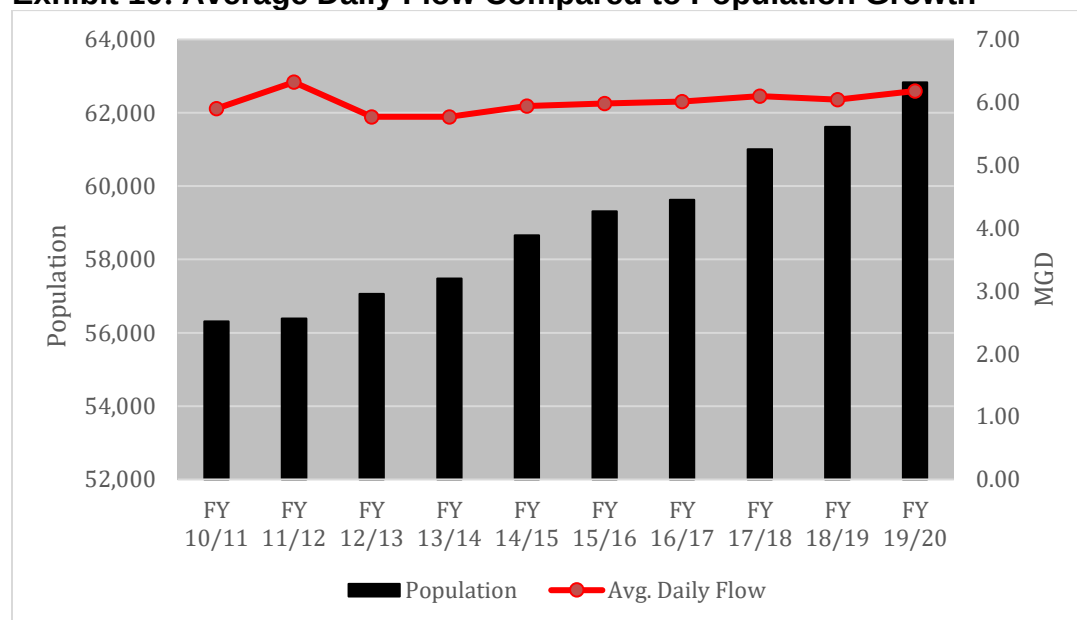
	2020	2021
Permitted Average Daily Flow	8.97 MGD	8.97 MGD
Actual Average Daily Flow	6.18 MGD	N/A
Permitted Peak Daily Flow	13.46 MGD	13.46 MGD
Actual Peak Daily Flow	7.36 MGD	N/A

MGD- Million Gallons per Day

Source: Port Orange Public Utilities Department, October 2020

As indicated in the graph in Exhibit 10, the average daily flow has remained generally constant relative to the increase in the City's population.

Exhibit 10: Average Daily Flow Compared to Population Growth



Source: Port Orange Public Utilities Department, October 2020

Existing Potable Water Storage Capabilities:

During times of peak flow, portions of the service area, primarily on the barrier island, are subject to greatly increased water demands. Demand requirements are met by ground storage tanks located at the north and south ends of Peninsula Avenue. When demand subsides, water is no longer pumped from the storage tanks and they are refilled to normal operating levels. This allows the peak flow requirements to be met efficiently, so that demand at the treatment plant remains fairly constant. The adopted LOS standard for water storage is 50% of average daily flow. With an average daily flow of 6.18 MGD in 2020, the LOS standard water storage volume would be 3.03 MGD. Present potable water storage facilities for the Port Orange system can accommodate 5.5 million gallons. Therefore, the City has sufficient surplus storage capacity to support new development.

Existing Minimum Water Pressure:

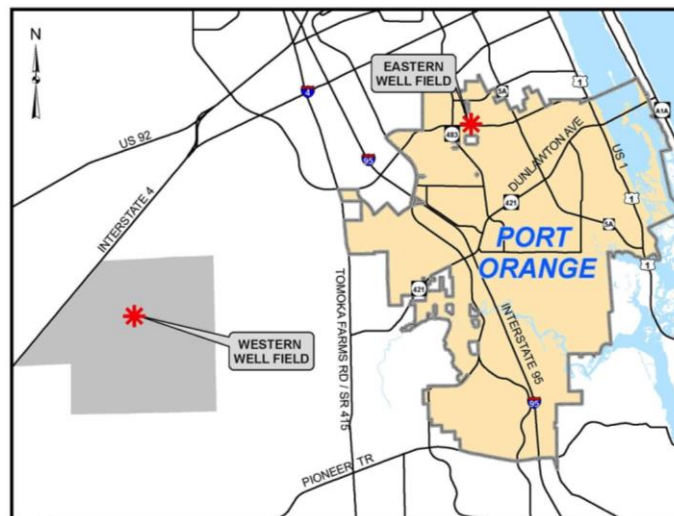
The existing water pressure fluctuates from an absolute low of 40 psi (non-fire flow) to a high of 70 psi with the normal operating pressure being between 60 and 70 psi. The system's minimum pressure during fire flow³ is presently 20 psi, which also meets the City's adopted LOS standards. Therefore, the water pressure meets the adopted LOS.

Existing Well Capacities:

The City has two well fields; The Central Recharge Well Field and the Eastern Well Field, with a cumulative water production capacity of approximately 11.5 MGD (see Exhibit 11):

- The Central Recharge Well Field (Western Well Field) is located west of the City, south of I-4 and is the primary source of the City's potable water supply (approximately 87%). This well field contains 27 wells.
- The Eastern City Well Field is located off Clyde Morris Boulevard and contains 13 fully functioning secondary wells. These wells supply approximately 13% of the total flow.

Exhibit 11: Location Map of the City's Well Field Sites



³ Fire flow is the quantity of water measured in gallons per minute (gpm) that is needed to extinguish a fire involving a particular building, block, area or material.

Exhibit 12 shows the number of wells needed to supply the raw water peak daily flow demand in 2020. The number of wells required includes an allowance for two wells out of service, which is within the adopted LOS standard.

Exhibit 12: Raw Water Supply Wells Required for the Port Orange Service Area

Year	Permitted Peak Day Demand	Number of Wells Required*	Wells Available	Excess (+) or Deficiency
2021	13.46 MGD	25	40	15

* Average output for each well is 0.527 MGD

Source: Port Orange Public Utilities Department, October 2020

Capacities Reserved for Approved but Unbuilt Development and its Impact on Capacity and LOS:

According to Exhibit 1, the vested and reserved capacity includes the volume needed for 1,224 residential units and 747,293, square feet of gross leasable non-residential space. Given a consumption rate of 180 gallons per day per ELU and 1/10 gallon per square foot of gross building area for non-residential development, the vested and reserved development could increase the total demand by 295,049 gallons per day (0.30 MGD). Therefore, sufficient capacity exists for the vested development indicated in Exhibit 1. In addition, further demand may also be generated by growth within the water service area outside of the City limits.

Proposed Public Improvements to the System in the Current Fiscal Year and its Impact on Capacity and LOS:

- Ridgewood Watermain Replacement (Farmbrook Road to Niver Street). The project will upsize the existing 2" galvanized pipe with 6" PVC and include adding fire hydrants along this segment of Ridgewood Avenue Construction will occur in FY21.
- Garnsey Water Treatment Plant Generator Replacement. The existing generator has the capacity to provide backup power for all the equipment within the plant site. However, the current system was installed in 2002 and has become an unreliable source of emergency backup power for the water treatment plant. This project will optimize the backup power systems based on the existing and any proposed future improvements to the facility. The existing Motor Control Center (MCC) and Automatic Transfer Switch (ATS) will be evaluated and upgraded/replaced as deemed necessary. With an upgraded MCC and ATS in conjunction with the existing and proposed new generator the water treatment plant will have a reliable fully redundant backup power system.

STORMWATER DRAINAGE

For the purpose of stormwater management, the City is divided into 13 drainage basins, with each basin divided into a number of sub-basins. The City has utilized both structural and non-structural elements to accomplish the objective of controlling the volume, rate of flow, and pollutant load of post-development runoff. Retention and detention basins are structural elements designed to remove pollutants, attenuate post-development discharge in well-drained areas, and encourage percolation and retention of discharge volume. The City is also implementing non-structural methods of flood-damage mitigation, such as increased regulation of development in flood-prone areas through participation in the National Flood Insurance Program (NFIP) Community Rating System (CRS).

Adopted Level-of-Service Standard (Quantity):

The City's adopted level-of-service (LOS) standard for stormwater management is the 25-year, 24-hour storm event. The City adopted this LOS standard in the late 1970's. Since the late 1970's, all drainage facilities must be able to detain the runoff from the 25-year, 24-hour storm without causing flooding or increasing the 25-year, 24-hour discharge rate to the receiving water bodies. Additionally, the City requires that the post-development 100-yr, 24-hour storm event peak discharge from a given piece of property does not exceed the 100-yr, 24-hour pre-development peak flow.

Adopted Level-of-Service Standard (Quality):

The City's adopted level-of-service (LOS) standard for stormwater management also includes the reduction of pollutants to a level compatible with State standards. On October 1, 2013, a Statewide Stormwater Rule went into effect which requires the removal of 80% of the dissolved contaminant Nitrogen and 95% of the dissolved contaminant Phosphorous from the first 1.25 to 1.75 inches of runoff.

Existing Level-of-Service:

The City's Land Development Code provides minimum standards for stormwater management to control runoff, preserve critical water resources, facilitate recharge of the aquifer, and prevent erosion, sedimentation and flooding. This is accomplished through the development review process for new developments to ensure they meet or exceed the minimum LOS standard, responding to citizen complaints, and coordinating with other jurisdictions to identify areas in need of improvements within the Port Orange system.

After a development is approved and built, the on-going maintenance of private stormwater drainage systems is the responsibility of the homeowners or property owners association. The on-going maintenance of these private stormwater drainage systems is regulated by St. Johns Water Management District (SJRWMD).

An assessment of the City's stormwater drainage system is needed to provide the necessary data to examine and create prioritized improvement and maintenance programs to enhance the function of the full stormwater system, including those areas developed prior to the adoption of the stormwater regulations.

There have been ongoing proactive maintenance activities, such as ditch clearing and pipe replacement. However, replacement of deteriorated stormwater drainage pipes has been reactive to failures.

Public or Private Improvements to the System during the Past Fiscal Year and Impacts on Capacity and LOS:

On-going Maintenance: Staff continued to perform ongoing maintenance of the drainage system including street sweeping, removal of sediment from inlets and pipes, ditch maintenance (including mowing, large plant removal, cleaning, dredging sediment, restoration and seeding), emergency pipe replacement of aging and failed pipes, and erosion repairs.

Staff performed Cured In-Place Pipe lining along Peppermint Way, Merrimac Drive, Brandy Hills Drive, Chickadee Drive, and Dexter Drive. Cured In-Place Pipe lining is a trenchless rehabilitation method used to repair existing pipelines that reduces time and restoration costs.

Proposed Public Improvements to the System in the Current Fiscal Year and Impacts on Capacity and LOS:

On-going Maintenance: Staff will continue to monitor the drainage system which will include street sweeping, removal of sediment from inlets and pipes, ditch restoration and maintenance, emergency pipe replacement, and erosion repairs. The following areas are scheduled to be improved in FY20/21:

- Powers/Canal View Crossing: Replace existing Corrugated Metal Pipe (CMP) pipe under Powers Avenue with Reinforced Concrete Pipe (RCP), install concrete wing walls upstream and downstream of new pipe, install flume from edge of roadway to top of new headwall, pave crossing.
- Alexander Avenue: Replace existing CMP pipe under Alexander Avenue with RCP, replace rip rap headwalls with concrete, install flumes from edge of roadway to tops of new headwalls, pave crossing.
- Devon Street and London Place: Replace existing pipes under Devon Street and London Place with RCP, rehab 3 inlets to FDOT type “C” inlets, install new type “E” inlet and connect to replaced terminus manhole, pave intersection.
- Hidden Lake Drive and Dexter Drive: Rehab 2 inlets to FDOT type “C” inlets, rehab 1 inlet to FDOT type “E” inlets, rehab pipe connections at inlets, bring area around the inlets to grade and pave intersection.
- Melissa Drive and Pagano Court: Rehab 1 inlet to FDOT type “C” inlets, replace 2 inlets with FDOT type “E” inlets, replace CMP with CPP pipe, connect to existing RCP with CPP adaptors and pave intersection.
- Willow Run Boulevard and Tracy Drive: Replace existing CMP pipe under Tracy Drive with RCP, replace CMU headwalls with concrete, install flumes from edge of roadway to tops of new headwalls and pave crossing.

Virginia Avenue and Monroe Street Drainage Improvement: Virginia Avenue and Monroe Street is a corridor with a mix of residential properties ranging from 0.2 – 1-acre, located between the Halifax River and the FEC Railroad, from Dunlawton to White Place. The area is served by an older stormwater system in need of improvement since there has been flooding and standing water. There has been an analysis of options, recommended improvements, and design plans have been completed. The St. Johns River Water Management District Permit was issued in 2017. Construction will be partially funded by a Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program (HMGP) grant. The project is on schedule to be completed in the Spring of 2021.

City's Stormwater Master Plan Update: The City's Stormwater Master Plan was created in 1990 but has not been updated on a city-wide basis since. Objective 1, Policy 1.1 of the Comprehensive Plan Drainage Sub-Element indicates the City shall update the drainage plan every five years. While updates have been prepared for specific basins, the system as a whole has not been re-examined since 1990 when the plan was first created. The update began in early 2017 and principally consists of data collection and review of record information to later identify corrective measures to alleviate existing deficiencies in the system and proactively plan new improvements needed to accommodate future development. It will help prioritize spending for future capital drainage projects. This is necessary to ensure that level-of-service standards for stormwater drainage are maintained. Phase 1 has been completed and identified areas of stormwater infrastructure and prioritized those areas for improvement. Currently, Public Works is focused on stormwater system repair and rehabilitation projects. Phase 2 has been subdivided into two parts with Part 1 planned to be complete in FY 21. Part 1 consists of surveying all the stormwater infrastructure within the limits of Phase 2.

Tumblebrook Drive Drainage Improvement: Tumblebrook Drive is located in Sweetwater Hills Subdivision in central Port Orange. The vicinity tends to flood during storm events. Engineering design was completed in 2019 and includes installation of a new drainage pipe along with two inlets and a junction manhole to facilitate gravity flow from the low-lying area of Tumblebrook Drive to a tributary on the west side of Sweetwater Hills which then empties into Spruce Creek. The project is on schedule to be completed in December 2020.

Howes Street Drainage Improvement: Howes Street is located north of Commonwealth Boulevard and west of Ridgewood Avenue in the Allendale area of Port Orange. Howes Street periodically experiences ponding and some flooding. There were no workable stormwater drainage facilities in the area until a private developer constructed stormwater drainage swales with the development of some infill homesites in 2018. The Howes Street Stormwater Improvements project will fix the roadway flooding along Howes Street from Orange Avenue east to Westridge Avenue and along Orange Avenue from Crowell Street north to Orchard Street. The proposed improvements include the construction of 25 storm inlets, +/-1,150 linear feet of exfiltration trenches, +/-1,610 linear feet of reinforced concrete pipe, and +/-2,560 linear feet of curbing to collect stormwater runoff. In addition, part of Orange Avenue will be rebuilt to eliminate low spots. The project will provide a

positive drainage outfall to the B-23 Canal at Howes Street and Westridge Avenue for discharge.

Canal View Bank Hardening: The southerly bank of the Halifax Canal along Canal View Boulevard from Jackson Street to Spruce Creek Road will be stabilized to stop erosion. Over the years, the bank slope has changed significantly due to natural erosion and mowing. The slope has eroded as evidenced by the lack of shoulder next to Canal View Boulevard and the length of exposed guard rain posts. The bank stabilization approach is to use slope protection consisting of placing a membrane and honeycomb stabilization mat over the slope. This project is currently at the 90% design stage. The project is expected to go out for bid in early 2021 with construction starting by early spring. This project is being designed in-house by City Engineering Staff.

Other Stormwater Programs:

National Pollutant Discharge Elimination System (NPDES): The City is currently in the third year of the fourth five-year permit cycle of the municipal separate storm sewer system (MS4) NPDES stormwater permit. A municipal separate storm sewer system (MS4) is a publicly owned conveyance or system of conveyances (i.e., ditches, curbs, catch basins, underground pipes, etc.) designed or used for collecting or conveying stormwater and that discharges to surface waters of the state.

Total Maximum Daily Loads (TMDL) program: This program is part of the statewide Watershed Management Program (WMP) administered by the Florida Department of Environmental Protection (FDEP). The program is based on a five-phase cycle that rotates through Florida's basins. The five phases are: Initial Basin Assessment, Coordinated Monitoring, Data Analysis and TMDL Development, Basin Management Plan Development, and Implementation of Basin Management Plan.

National Flood Insurance Program (NFIP) Community Rating System (CRS): The City is one of seven percent of 22,000 communities nationwide that participate in the National Flood Insurance Program (NFIP) Community Rating System (CRS). This program provides incentives for communities to go beyond the minimum floodplain management requirements to develop extra measures to provide protection from flooding. The incentives are in the form of flood insurance premium discounts of up to 45%. FEMA recognizes Port Orange as a Class 5 CRS Community. With this designation, all property owners who are located within a special flood hazard area qualify to receive a 25% discount on their annual FEMA flood insurance policy premium. Property owners outside the special flood hazard area qualify to receive a 10% flood insurance premium discount.

In addition, the City participates in Volusia County's Multi-jurisdictional Local Mitigation Strategy (LMS) for flood control. The LMS provides a mitigation action plan that identifies areas within the City that have drainage issues that would benefit from engineered improvements.

SOLID WASTE DISPOSAL

Adopted Level-of-Service (LOS) Standard:

The City's collection standard is 1,553 residential units per curbside collection crew, per day, and a solid waste weight standard of 3.21 lbs. per capita, per day for residential, and 10 lbs. per 1,000 square feet per day for non-residential development.

The amount of solid waste generated by individuals is not something that the City can directly control; however, the City can promote recycling programs to inform residents about the benefits of reducing the amount of waste generated. There is no concurrency review for trash collection; however, the City's ability to collect and dispose of this waste is subject to concurrency review. As long as the City has sufficient financial resources to pay for private waste collection and room is available at the landfill, the City will have fulfilled its obligation to ensure that its waste is collected and disposed, regardless of the LOS standard.

Design Capacity of Solid Waste Disposal Facilities and Existing LOS:

The City of Port Orange is currently in a five-year extension (2016 to 2021) to an existing five-year contract (2011 to 2016) with Waste Pro to provide household solid waste, recycling, and yard waste collection services. The contract provides residents with four weekly pick-ups: two for garbage, one for recyclables, and one for yard waste. The residential and commercial solid waste collected is transported to the Volusia County Tomoka Farms Road Landfill. The capacity at the landfill is projected to be sufficient to accommodate waste from Volusia County until the year 2050. The waste collection numbers for residential and commercial customers are shown in Exhibit 13.

Exhibit 13: Residential and Commercial Waste Generation Figures (FY19/20)

	Residential	Commercial ⁴	Residential and Commercial
Solid Waste	2.28 lb. per capita, per day	1.05 lb. per capita, per day	3.33 lb. per capita, per day
Recycled Items	0.11 lb. per capita, per day	0.05 lb. per capita, per day	0.16 lb. per capita, per day
Yard Waste	0.76 lb. per capita, per day	0.35 lb. per capita, per day	1.12 lb. per capita, per day
Total	3.15 lb. per capita, per day	1.46 lb. per capita, per day	4.61 lb. per capita, per day

Source: Public Works Department, City of Port Orange, October 2020

Based on the waste collection numbers for residential and commercial customers (estimated population 62,832) from October 1, 2019 through September 30, 2020, each person in Port Orange generated on average 3.33 pounds of solid waste, 0.16 pounds of recycled items, and 1.12 pounds of yard waste every day. The 3.33 pounds per capita, of solid waste generated daily during FY 19/20 is above the solid waste LOS standard of 3.21 pounds but represents a 2.6% decrease from the prior year (2.23 pounds in FY 19 to 2.28 pounds in FY 20).

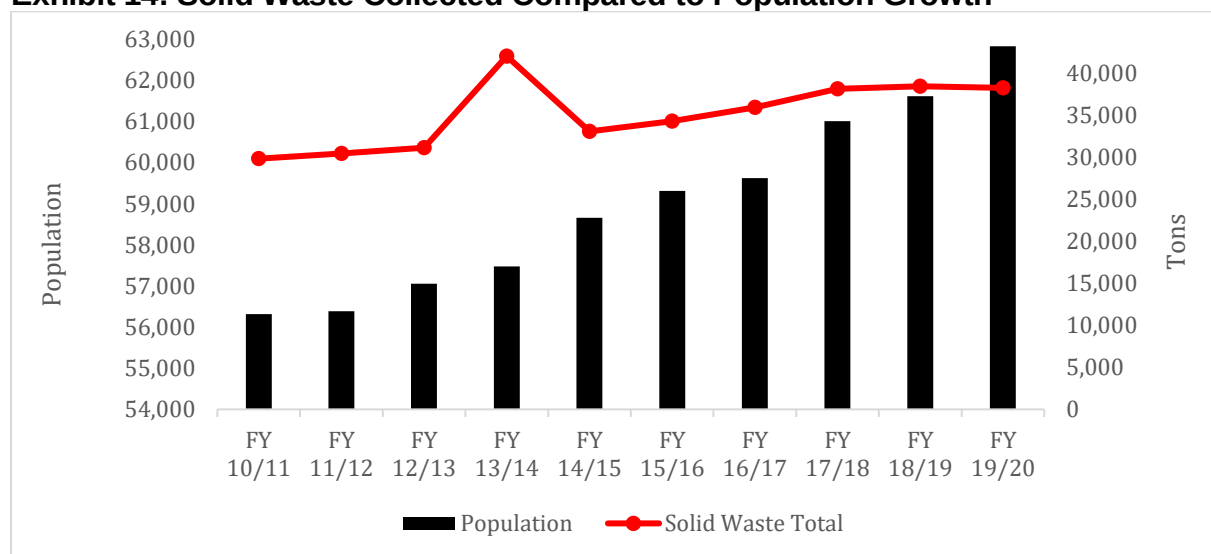
⁴ The amount of commercial recyclable items and yard waste was determined by interpolating the proportion of residential recyclable items and yard waste to the total amount of residential waste disposed.

As anticipated in 2019 when the City ended glass recycling, residential recycling decreased from 0.21 lbs. per person per day in FY 18/19 to 0.11 lbs. in FY 19/20, and residential solid waste increased from 2.23 lbs. per person per day in FY 18/19 to 2.28 lbs. in FY 19/20. The increase in residential solid waste could also be attributed to the impacts of COVID-19 as residents were encouraged to remain at home during this time. Additionally, Waste-Pro, the City's garbage service provider, suspended distribution of new recycling bins to residential customers between April and June although regular collection service was conducted for existing customers. Overall, recycling decreased 50% from FY 18/19 to FY19/20.

Commercial solid waste generation decreased during FY 19/20 which could also be attributed to the impacts of COVID-19. Between March and July, only essential businesses were permitted to be open to the public and many of the City's residents were following the safer-at-home guidelines. Waste-Pro made accommodations to suspend service to those businesses that were completely closed due to the COVID-19 response. The decrease in commercial solid waste generation and increase in residential solid waste could be a result of residents ordering items delivered to their homes.

As indicated in Exhibit 14, the amount of solid waste generated had been increasing with the population since FY 10/11 but there was a 2.6% decrease in FY 19/20. As the population increases, the City will need to monitor the amount of solid waste generated and explore options to encourage waste reduction and expand recycling programs.

Exhibit 14: Solid Waste Collected Compared to Population Growth



Source: Public Works Department, City of Port Orange, October 2020

Capacities Reserved for Approved but Unbuilt Development and its Impact on Capacity and LOS:

The capacity reservations for vested and approved development identified in Exhibit 1 represent approximately 2,754 additional people and 747,293 square-feet of non-residential development. When all residential and commercial projects noted in Exhibit 1 are built, the amount of waste is estimated to increase by approximately 2,977 tons per year. The capacity

at the landfill is projected to be sufficient to accommodate waste from Volusia County until the year 2050.

Changes to Solid Waste Collection in the Current Fiscal Year and its Impact on Capacity and LOS:

As of October 1, 2020 the impacts on Solid Waste Collection due to COVID-19 is still unknown. The City will continue to monitor any further impacts to solid waste collection as residents and businesses adjust to executive orders from local, state and federal agencies as well as any recommended CDC guidelines. The City will also be looking for other alternatives to expand the ability of residents to recycle.

RECREATION AND OPEN SPACE

During FY 19/20, the following improvements was completed to existing parks or facilities:

- Riverwalk Park Trail (Phase 2) – A 940-foot-long, 20-foot-wide paver/concrete walkway, including landscaping, stormwater, walk lights, and site furnishings along the shoreline of the Halifax River between Ocean Avenue and Herbert Street.
- Spruce Creek Road Park: Replaced the fencing and backstop at one baseball field.
- HVAC upgrades were completed at Lakeside Community Center
- The parking lot at the Allen Green Center was repaved.

Exhibit 15: Riverwalk Park Trail (Phase 2)



Adopted Level-of-Service Standards:

<u>FACILITY</u>	<u>UNIT OF MEASURE</u>
Parkland	7 acres per 1,000 persons
Ball Fields	1 field per 5,000 persons
Basketball Courts	1 court per 4,000 persons
Multipurpose Fields	1 field per 3,500 persons
Tennis Courts	1 court per 4,000 persons
Neighborhood Centers	1 facility per 15,000 persons

Existing Recreational Facilities and Levels of Service:

The existing acreage of parkland and the number of recreational facilities within the City are identified in the inventory in Exhibit 16 and the status of the recreational facility levels-of-service capacities are outlined in Exhibit 17.

Exhibit 16: Recreational Facility Table

Facility Name	Location	Acreage	Ten.	Bask.	Bb./Soft.	Multi.*	Neigh C.
Regional Facilities							
Causeway Park	93 Dunlawton Avenue	30					
Cypress Head Golf Course	6231 Palm Vista	160					1
Riverwalk Park	3431 Ridgewood Ave.	5					
Sugar Mill Ruins	Herbert St. / Sugar Mill Rd.	10.3					
Community Facilities							
Adult Center Annex	3783 Halifax Dr.	0.3					1
Airport Road Park	6731 Airport Road	25	6	2		1	
Allen Green Civic Center	Clyde Morris Blvd.	10					1
*City Center Complex/YMCA	Dunlawton/Clyde Morris Blvd.	49		4	5	6	3
*Coraci Park	5200 Coraci Blvd.	36			4	6	
Lakeside Comm. Center	1999 City Center Circle	2					1
Riverside Pavilion Park	4331 Ridgewood Ave.	3.5					1
Russell Property	6060 Deer Feed Trail	17					
*Spruce Creek Rec. Area	5959 S Spruce Creek Road	40	6	1	2	2	
White Pl. Park /Senior Center	210 White Pl. (Ridgewood)	5.1			1		1
Neighborhood Facilities							
Buschman Park	4575 Spruce Creek Road	20					
Creekside Middle School	Airport Road	15	2	4		5	
Fredricks St. Park	Fredricks Street	5					
Harbor Oaks	Riverside Drive	10		1			
Ken Bern Park	Canal View Blvd.	5					
Memorial Park	3801 Jackson Street	12.6					
Silver Sands Middle School	1300 Herbert Street	22.9	4	4	3	2	
Southwinds Park	1200 Richel Road	10				2	
Willow Run Park	1351 Schoolhouse Dr.	10	2	6	2	2	
TOTALS		503.7	20	22	17	26	9

Ten. – Tennis Court

Bask. – Basketball Court

Bb./Soft. – Baseball/Softball Field

Multi. – Multipurpose Field (soccer, play, etc.)

Neigh C. – Neighborhood Center

* Baseball/softball fields also function as multipurpose fields and are counted under both categories.

Source: Park & Recreation Department, City of Port Orange, October 2020

Exhibit 17: Public Recreational Facilities Capacities and Level of Service (LOS)

FACILITY	AMOUNT REQUIRED FOR ADOPTED LOS*	CURRENT SUPPLY**	EXCESS (+) OR DEFICIENT (-) CAPACITY
Parkland (acres)	459.1 acres	503.7 acres	+44.6 acres
Baseball/Softball Fields	13 fields	17 fields	+4 fields
Basketball Courts	16 courts	22 courts	+6 courts
Multipurpose Fields	19 fields	26 fields	+7 fields
Tennis Courts	16 courts	20 courts	+4 courts
Neighborhood Centers	4 centers	9 centers	+5 centers

Notes:

* Estimated City Population = 62,832 based on University of Florida Bureau of Economic and Business Research, and anticipated population increases (2,754) from vested and reserved development. Total population to be served = 65,586

** Refer to Exhibit 16, Recreation Facilities Inventory, for individual facility listings.

Sources: Parks and Recreation Department and Community Development Department, October 2020

Capacities Reserved for Approved but Unbuilt Development and Its Impact on Capacity and LOS:

According to the University of Florida Bureau of Economic and Business Research (BEBR), the 2020 estimated City population is 62,832. Anticipated population increases from vested and reserved residential development is approximately 2,754, which equals a total population to be served of 65,586. As indicated in Exhibit 17, the City is not deficient in any of the recreational facilities categories for the current population or additional population from vested and reserved development.

Proposed Public and Private Improvements to Recreation Facilities in the Current Fiscal Year and its Impact on Capacity and LOS:

- Airport Road Park: Replace playground equipment.
- Replace the HVAC at Adult Activity Center

SCHOOLS

Adopted Level-of-Service Standard:

The uniform, district-wide LOS standards are as follows:

- Elementary: 115% of permanent FISH⁵ capacity for the concurrency service area
- K-8: 115% of permanent FISH capacity for the concurrency service area
- Middle: 115% of permanent FISH capacity for the concurrency service area
- High: 120% of permanent FISH capacity for the concurrency service area
- Special Purpose Schools: 100% of permanent FISH capacity for each school

Public or Private Improvements to the System during the Past Fiscal Year and Its Impact on Capacity and LOS:

The school district did not have any capital (capacity-related) projects scheduled in last year's five-year work plan for schools located in Port Orange. Non-capacity improvements at Spruce Creek High School were completed FY19/20 that included a gymnasium renovation with roof and air-conditioning replacement. Also, last year's five-year work plan included dollars programmed for several renovations at various schools throughout the district as well as one replacement school, master plans for various schools, and two capacity additions.

Existing Facilities:

Exhibit 18 details existing public school facilities operated by the Volusia County School Board within the City's municipal boundaries. For elementary and middle schools, the Concurrency Service Areas (CSAs) are the respective school attendance boundaries. High schools are grouped into five larger CSAs that reflect student movement between schools at this level.

The high schools located in Port Orange are part of the Halifax Planning Area CSA. All of the high schools in this CSA are shown since the LOS standard is applied to the entire CSA as a whole. This year Spruce Creek High School is at 112% permanent FISH capacity and the Halifax Planning Area CSA for high schools is below the adopted LOS of 120% with an average utilization 90% for the overall Halifax Planning Area CSA. The School District anticipates the utilization to continue to balance out some across the Halifax Planning Area High Schools with the addition of new academy programs that have opened at some of the other High Schools.

The elementary schools and middle schools within Port Orange currently meet the LOS standards (115% of permanent FISH capacity). However, it should be noted that all of the elementary and middle schools in Port Orange are considered to be at capacity or have limited capacity for planning purposes and are on the School District's watch list for closely monitoring capacity.

⁵ **FISH – Florida Inventory of School Houses.** An official inventory report of all district-owned facilities.

Student Enrollment Trends

Between school years 2007-08 and 2012-13 the Volusia County School District, along with many other school districts in Florida, experienced an unprecedented decline in student enrollment. According to the Volusia County School District, the decline was attributed to the economic recession and the result of families with school aged children moving out of the area in search of employment and an overall decline of in-migration (new people moving here). Starting with the 2013-14 school year, the Volusia County School District has experienced an increase in its student enrollment. Current trends indicate student enrollment growth is slow, largely due to an aging population and lower birth rates. However, student enrollment is trending upward, so school district staff is looking closely at its enrollments and other economic indicators prior to releasing student projections. Due to COVID-19 effects on student attendance, current school year 20-21 capacity numbers will be used for reference only and not future planning purposes. These numbers are expected to have a significant increase per the Projection Model for school year 21-22.

Proposed Public and Private Improvements to School Facilities in the Current Fiscal Year and its Impact on Capacity and LOS:

There is one capital (capacity-related) project in the current School District five-year work plan a school in Port Orange. The current five-year work plan includes dollars programmed for a 3-story classroom addition and renovations at Spruce Creek High School in FY21/22 through FY23/24 to be funded by impact fees. This improvement will move temporary student stations from portables into permanent student stations in a building and remove portables.

Exhibit 18: PORT ORANGE PUBLIC SCHOOL ENROLLEMENT & CAPACITY SUMMARY REPORT

	Prior Year			Current Year			Projected		
	2019/2020			2020/2021			2021/2022		
School	Enroll*	Cap**	Util***	Enroll*	Cap**	Util****	Enroll*	Cap**	Util****
Elementary (LOS = 115%)									
Cypress Creek	813	754	108%	623	754	83%	810	754	107%
Horizon	804	725	111%	653	725	90%	785	725	108%
Port Orange	398	344	116%	283	344	82%	386	344	112%
Spruce Creek	835	805	104%	683	805	88%	840	805	107%
Sugar Mill	633	623	102%	479	623	85%	626	623	109%
Sweetwater	652	725	90%	575	725	79%	663	725	91%
Total	4135	3976		3296	3976		4110	3976	
Middle (LOS = 115%)									
Creekside	1198	1132	106%	1036	1132	92%	1226	1132	109%
Silver Sands	1324	1161	114%	1125	1161	100%	1398	1161	124%
Total	2522	2293		2161	2293		2624	2293	
High (LOS = 120% for the overall Halifax Planning Area CSA)									
Atlantic	1412	1308	108%	1210	1308	93%	1481	1308	118%
Mainland	1854	2376	78%	1560	2376	66%	1852	2376	85%
Seabreeze	1559	1747	89%	1405	1747	80%	1546	1747	90%
Spruce Creek	2501	2080	120%	2320	2080	112%	2532	2080	122%
Total	7326	7511	99%	6495	7511	90%	7411	7511	102%

Notes: **Red** – over LOS standard

* Student enrollment

** Permanent FISH capacity (does not include portables)

*** Utilization - Percentage of student enrollment to permanent student capacity

**** Current and projected year utilization includes reserved capacity (not shown) for proposed development

Source: Volusia County School District School Capacity Report, November 2020

IV. SUMMARY AND CONCLUSIONS

The data indicates all public facilities and services subject to concurrency review are at sufficient levels for FY 20/21. As new development and redevelopment occurs, the level of service will need to be addressed, along with the monitoring of all City facilities and services to ensure capacity is available.

Traffic volumes within the City have slightly increased on some segments and decreased on other segments over the past year. As the City continues to develop, roads on the west side of I-95 will likely experience the most traffic growth in the future. The capacity on Williamson Boulevard (north City limit to Town West Boulevard) and Taylor Road (Dunlawton Avenue to Clyde Morris Boulevard) will need to be monitored as these segments are above their LOS standards. Staff will need to continue to monitor arterial segments such as Dunlawton Avenue, Nova Road, Clyde Morris Boulevard, and Madeline Avenue to maintain or improve roadway traffic. Roadway improvements are planned for the next several years to keep pace with anticipated development specifically along these roadway segments.

Sanitary sewer and potable water system capacity exists to support additional growth within the City. The City's Consumptive Use Permit (CUP) limits how much water can actually be withdrawn from the aquifer. As new development and redevelopment occurs, the level of service for potable water will be monitored to ensure that permitted capacity as provided for in the City's CUP is not surpassed.

The stormwater LOS requirement is being met for all drainage facilities constructed after the 1970's (when the City's stormwater regulations were adopted) with respect to being able to treat the runoff from the 25-year, 24-hour storm without causing flooding or polluting the receiving water bodies. The City continues to identify long-term solutions and implement drainage improvement and maintenance programs to enhance the function of the stormwater system including those areas developed prior to the adoption of the stormwater regulations.

Solid waste generation rates are slightly above the adopted LOS standard. There is no concurrency review for trash collection; however, the City's ability to collect and dispose of this waste is subject to concurrency review. As long as the City has sufficient financial resources to pay for private waste collection and room is available at the landfill, the City will have fulfilled its obligation to ensure its waste is collected and disposed, regardless of the LOS standard. The amount of solid waste generated by individuals is not something the City can directly control; however, the City can promote recycling programs to inform residents and businesses about the benefits of reducing the amount of waste generated.

The adopted LOS is being met for all recreational facilities. There are surpluses for each recreation facility that will meet the adopted LOS through the planning horizon (2025).

The adopted LOS is being met for all public schools located in the Port Orange area.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 12/15/2020

Consent item: Yes

SUBJECT: (C17) Approval of Major Special Event Request – Port Orange YMCA LiveStrong 5K at Aunt Catfish's on the River Restaurant (4009 Halifax Drive) & La Cantina Cocina Mexicana (4085 Ridgewood Avenue) and 4108 Halifax Drive

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve the Special Event request for the Port Orange YMCA LiveStrong 5K at Aunt Catfish Restaurant located at 4009 Halifax Drive, La Cantina Cocina Mexicana located at 4085 Ridgewood Avenue and 4108 Halifax Drive, subject to the attached conditions.

SUMMARY: The applicant/event coordinator, Mica Lill, Community Health Outreach Director, on behalf of the Volusia/Flagler Family YMCA, is requesting a repeat special event, for the Port Orange YMCA LiveStrong 5K. The proposed hours of the event are from 6:30 a.m. until 9:30 a.m. on Saturday, January 16, 2021. According to the applicant, all proceeds raised from this event will directly benefit the Port Orange Family YMCA as a part of the Y Community Campaign to provide scholarships to Port Orange residents. The proposed 5K race route is entirely within the Port Orange City limits and participants will be running within the streets listed below.

The 5K race route will begin at Aunt Catfish Restaurant, 4009 Halifax Drive. Runners will head south on Halifax Drive and turn around just after Niver Street. The runners will then head north on Halifax Drive towards the finish line at Aunt Catfish Restaurant.

As required with the submittal of a Major Special Event application, the applicant/event coordinator provided COVID guidelines for this event to keep volunteers, runners, and spectators safe. These measures are consistent with the current CDC guidelines for an outdoor event of this type. Attached is the full list of COVID Protocol measures provided by the applicant/event coordinator for this event.

After the completion of the 5K race, there will **NOT** be an awards ceremony at La Cantina Cocina Mexicana (4085 Ridgewood Avenue) as in years past. However, the property owner of 4085 Ridgewood Avenue, has provided Volusia Family YMCA with permission to use their property for the event if necessary (additional parking and/or runner staging area). Parking for the event will be in the City's lot across from Aunt Catfish's and bathrooms will be available for use at Aunt Catfish's.

The proposed event has been reviewed by the Police, Fire, Parks and Recreation, Public Works, and Community Development departments. The event director has received cost estimates from the Police staff to assist the event with traffic control and

safety issues.

Project No.: Funding Account No.:

Presenter: Penelope Cruz

ATTACHMENTS:

1.	COVID-19 Protocols	COVID-19 Protocols.pdf
2.	Staff Recommendations_2021	Staff Recommendations_2021.pdf

Penelope Cruz	Created/Initiated - 11/23/2020
Tim Burman	Approved - 11/28/2020
Thomas Grimaldi	Approved - 11/30/2020
Ronny Buttrum	Approved - 11/30/2020
Alan Rosen	Approved - 11/30/2020
Robin Fenwick	Final Approval - 11/30/2020

Covid Protocol 2020

1. Day of race packet pickup will be limited. Please adhere to the 6-foot spacing guideline and wear a mask when picking up your packet. We encourage you to pick up your packet prior to race day.
2. Please wear a mask when you cannot adhere to the 6-foot spacing guideline. We encourage everyone to wear a mask until you have started the run/walk.
3. Race will be started in waves of 25 people. You must choose your starting wave during registration. Potential award winners should try to run in the early starting waves. Waves will start 5 min apart.
4. Once you have finished the race please respect the 6-foot social distancing spacing and wear a face covering.
5. The race will not have an awards ceremony or post-race celebration. Awards may be picked up at awards tent.
6. Bring your own water if you need it on the course. We will have water in bottles at the start and finish, but will not have a water station on the course. If you take a water bottle with you, be sure to hold on to it until you finish the race or drop off in trash cans at designated drop location.
7. Hand sanitizers will be available at the Sanitation tent near the start/finish.
8. If you feel ill or have a fever, do not come to packet pickup or to the race.
9. To maximize social distance, we recommend that you not arrive at the race more than 30 minutes prior to your start time.

RECOMMENDATION:

Staff recommends approval of the Port Orange YMCA LiveStrong 5K at subject to the following conditions:

1. **The applicant/event coordinator shall follow all COVID guidelines submitted for this event to keep volunteers, runners, and spectators safe, consistent with the current CDC guidelines for an outdoor event of this type.**
2. **Applicant shall be responsible for any charges for City of Port Orange Police services related to this event and coordinate with the Police Department for all vehicular traffic patterns and pedestrian concerns.**
3. **Applicant shall be responsible for coordination with the City of Port Orange Public Works Department for Public Works services and all charges for equipment (barricades, lights, etc.) used for this event for traffic control.**
4. **Rates for this event for staff time and equipment are per Resolution 19-2.**
5. Hours of the event shall be from 6:30 a.m. until 9:30 a.m.
6. A \$250 surety bond is required as outlined in Chapter 58, Article III, of the City of Port Orange Code of Ordinances. Applicant is not requesting a waiver.
7. Access shall be maintained for all emergency vehicles.
8. Event organizers are required to delineate the event area from the vehicular driving and parking area with cones, ropes and/or barricades where necessary.
9. All areas used for this function shall be handicapped-accessible. Handicapped parking is to remain open and accessible for the event.
10. All trash generated along the route must be picked up and disposed of at the end of the event along with any debris at the event sites.
11. Amplified speaker systems must comply with the City noise ordinance (Code of Ordinances, Chapter 42, Article IV, Section 42 Noise regulations).
12. All public restroom facilities must remain open to the public.
13. A post-race inspection will be completed the first scheduled workday after the race to ensure all trash and debris generated along the route, along with any trash and debris at any of the event sites was removed.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 12/15/2020

Consent item: Yes

SUBJECT: (C18) Approval to demolish and clean up 5348 Landis Avenue pursuant to the Code Enforcement Special Magistrate's Order

DEPARTMENT: Police Services

GOAL: 1 - Public Safety

RECOMMENDED MOTION: Move to approve the demolition and clean up of 5348 Landis Avenue pursuant to the ruling of the Code Enforcement Special Magistrate.

SUMMARY: On November 11, 2020, the Code Enforcement Special Magistrate deemed the burned out mobile home located at 5348 Landis Avenue as an unsafe structure. The public health and safety nuisance was ordered to be demolished and the property entirely cleaned up by December 11, 2020. The Special Magistrate also gave the City the right to abate the violation and place a lien against the property. The City has received many complaints from the surrounding neighbors regarding the exposure to the burned structure and trash and debris, as well as it being a potential public safety concern. It is the intent to demolish the structures and completely clean up the property.

The Special Magistrate found this to be a serious threat to the public health, safety, and welfare. City of Port Orange Ordinance 2-214 (a) requires that the Special Magistrate notify City Council, which may make all reasonable repairs to bring the property into compliance and charge the violator the reasonable cost of the repairs along with the fine. After the property is brought into compliance, Code Enforcement will bring the costs to the Special Magistrate and request that a lien on the property for the costs and fine be entered.

Bids were received and the cost for this project will be \$6,307. This amount is available within current budget.

Project Funding Account No.: Fund: General Fund; Cost Center: Code Enforcement;
No.: Spend Category: Other contracted services

Presenter: Thomas Grimaldi

ATTACHMENTS:

1.	Finding of fact recorded	Finding of fact recorded.pdf
2.	Finding of fact recorded	Finding of fact recorded.pdf
3.	Amended Finding of fact	Amended Finding of fact.pdf
4.	Image-20	Image-20.jpg

5.	Landis	Landis.jpg
6.	Image-1 (00A)	Image-1 (00A).jpg
7.	Price Quote for Demo	Price Quote for Demo.pdf

Robin Fenwick	Created/Initiated - 12/3/2020
Thomas Grimaldi	Approved - 12/3/2020
Scott Neils	Approved - 12/4/2020
Matthew Jones	Approved - 12/4/2020
Alan Rosen	Approved - 12/4/2020
Robin Fenwick	Final Approval - 12/4/2020

**CITY OF PORT ORANGE, FLORIDA
CODE ENFORCEMENT SPECIAL MAGISTRATE
CASE NO. 20-1432**

CITY OF PORT ORANGE,
a Florida municipal corporation,

Petitioner,

MARLENE SCHAFFER
SHIRLEY AMAR
THOMAS S. SCHAFFER
EDWARD S. SCHAFFER
5348 LANDIS AVE
PORT ORANGE, FL 32127
PARCEL ID : 6310-07-21-0050

Respondent.

_____ /

FINDING OF FACT, CONCLUSION OF LAW AND ORDER
(THIS DOES NOT CONSTITUTE A LIEN)

THIS CAUSE came on for public hearing before the Code Enforcement Special Magistrate on November 11, 2020, after due notice to the Respondent(s), and the Special Magistrate having heard testimony under oath, received evidence and heard argument from Staff thereupon issues its Findings of Fact, Conclusions of Law, and Order, as follows:

FINDINGS OF FACT:

A. Respondents, MARLENE SCHAFFER, SHIRLEY AMAR, THOMAS S. SCHAFFER, EDWARD S. SCHAFFER, whose mailing addresses are 1083 PALM VIEW DRIVE, SOUTH DAYTONA FL 32119; 1141 CLEARWATER ROAD, DAYTONA BEACH, FL 32114; 5348 LANDIS AVENUE, PORT ORANGE, FL 32127; 5348 LANDIS AVENUE, PORT ORANGE, FL 32127, are the owners of the property located at 5348 LANDIS AVENUE, PORT ORANGE, FL 32127, and more particularly described as:

LOTS 5 & 6 BLK 21 ALLANDALE MB 4 PG 146 PER OR 4150 PG 0888 PER OR 5832 PG 1036 PER D/C 5995 PG 4713 PER OR 5995 PGS 4718-4719 PER OR 6010 PGS 4351-4352

B. The violation was to be corrected by demolishing the structure in its entirety, which will require a permit from the City of Port Orange Building Department. Once demolished, the property will need to be filled, graded and seeded with grass seed or sodded within five days of the date of completion of the demolition and comply with the established vegetation standards of the city. Furthermore, all tents are to be removed and all accessory structures vacated. This condition was first observed at the real

property described above on September 3, 2020; re-inspection was conducted on November 9, 2020. Respondent received notice via posting at City Hall and certified and regular mail on October 7, 2020, as well as posted on the property on October 7, 2020 that the aforesaid conditions constituted a violation of Chapter 1 (Scope and Administration), Section 108 (Unsafe Structures and Equipment), 108.1 (General), 108.1.1 (Unsafe Structures), 108.1.3 (Structure Unfit for Human Occupancy), 108.1.5 (Dangerous Structure or Premises), (1), (2), (3), (4), (5), (6), (7), (8), (10), (11), 108.6 (Abatement Methods), Section 109 (Emergency Measures), 109.1 (imminent Danger) of the 2018 International Property Maintenance Code as adopted per Chapter 14, Article II of the City of Port Orange Code of Ordinances. Chapter 42, (Nuisances), Article V (Unsafe Conditions), Division 3 (Abatement of Unsafe Structures), 42-108 (Unsafe Conditions-Nuisance), (a) 1, 2, 3, 4, 5, 6 & (b) of the City of Port Orange Code of Ordinances. City of Port Orange Land Development Code, Chapter 16 (Miscellaneous Regulations), Section 1 (Accessory Uses and Structures), (a) General, (b) Principal use and/or principal structure required, (1), (2), (3) & (4). 2018 International Property Maintenance Code, Chapter 5 (Plumbing Facilities and Fixture Requirements), Section 502 (required Facilities), 502.1 (Dwelling Units) as adopted per Chapter 14, Article II of the City of Port Orange Code of Ordinances. 2018 International Property Maintenance Code, Chapter 5 (Plumbing Facilities and Fixture Requirements), Section 505 (Water System), 505.1 General as adopted by the City of Port Orange Code of Ordinances, Chapter 14, Article II and was to be corrected by November 8, 2020.

C. At the time of the hearing, the violations cited above: ☒ continued to exist, or ☐ remained noncompliant until _____ [Date].

D. ☒ The condition described above presents a serious threat to the public health, safety and welfare or is irreparable or irreversible.

CONCLUSION OF LAW:

Respondent(s), by reason of the foregoing, has/have violated the above referenced code(s) in that the Respondent(s) failed, on or before the date set in the notice of violation, to remedy the conditions of as stated is therefore subject to the provisions of the City of Port Orange Municipal Code 2.207.

ORDER:

A. Respondent(s) shall correct the aforesaid violation by demolishing the structure in its entirety, which will require a permit from the City of Port Orange Building Department. Once demolished, the property will need to be filled, graded and seeded with grass seed or sodded within five days of the date of completion of the demolition and comply with the established vegetation standards of the city. Furthermore, all tents are to be removed and all accessory structures vacated on or before December 11, 2020. ("Compliance Date") If the respondents fail to take corrective action within 30 days of the date of the Order, the City is granted the authority to enter the property and remove and dispose of the structure, items and personal property with all costs to be assessed against the respondent and the City shall not be responsible for any damage or loss. In the event that the property is not brought into compliance on or before the Compliance Date, and/or not maintained in a state of compliance, a daily fine in the amount of \$100.00 per day shall be imposed for each day the property remains in noncompliance. If paragraph D. above is checked and the Respondent(s) has/have not abated the condition by the Compliance Date, then notice of the violation will be given to the City Council. The City Council may repair the condition and charge the Respondent(s) with the reasonable costs of the repairs. Additionally, as per Chapter 2, Section 2-214, Code of Ordinances: "In addition to any fines, the Special Magistrate may impose additional fines to cover all costs incurred by the city in enforcing its codes and all costs or repairs pursuant to sub section

(a)." The cost to date is \$147.40 as indicated on the cost sheet submitted into evidence. The Respondent(s) will be responsible for any additional costs incurred with follow-up inspections and other costs associated with this case until its conclusion. Any future violations under this ordinance shall be considered repeat violations.

B. The Findings of Fact and Conclusions of Law set forth in the Order of the Special Magistrate constitute a final administrative order which may be appealed by filing a notice of appeal with the Circuit Court within 30 days of the signing of this order.

C. A certified copy of this Order may be recorded in the public records of Volusia County, Florida, and shall thereafter constitute notice to any subsequent purchasers, successors in interest, or assigns if the violation concerns real property. The findings in this Order shall be binding upon Respondent(s) and if the violation concerns real property, any subsequent purchasers, successors in interest, or assigns pursuant to the City of Port Orange Municipal Code 2.207. Failure to comply with this Order shall result in the issuance of an Order Imposing Fine and Lien. The Order Imposing Fine and Lien shall not constitute a lien until a certified copy of said Order is recorded pursuant to Section 162.09(3), Florida Statutes.

DONE AND ORDERED this 11TH day of November, 2020.

Attest: Shelly Field
Secretary, Code Enforcement Special Magistrate

By: [Signature]
Code Enforcement Special Magistrate

I HEREBY ACKNOWLEDGE AND AGREE that the foregoing findings are true and accurate to the best of my knowledge.

[Signature]
Code Compliance Inspector

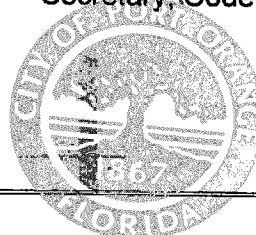
I HEREBY CERTIFY that a true and correct copy of the foregoing Findings of Fact, Conclusion of Law, and Order have been furnished to Respondent(s), MARLENE SCHAFFER, SHIRLEY AMAR, THOMAS S. SCHAFFER, EDWARD S. SCHAFFER, , whose mailing addresses are 1083 PALM VIEW DRIVE, SOUTH DAYTONA FL 32119; 1141 CLEARWATER ROAD, DAYTONA BEACH, FL 32114; 5348 LANDIS AVENUE, PORT ORANGE, FL 32127; 5348 LANDIS AVENUE, PORT ORANGE, FL 32127, by Certified and Regular Mail this 11 day of November, 2020.

CITY OF PORT ORANGE, FLORIDA
I HEREBY CERTIFY the foregoing is a true copy of the original filed in this office.

This document has/has not been redacted pursuant to Florida Law.

This 11 day of November, 2020.
By: Shelly Field

Shelly Field
Secretary, Code Enforcement Special Magistrate



**CITY OF PORT ORANGE, FLORIDA
CODE ENFORCEMENT SPECIAL MAGISTRATE
CASE NO. 20-1564**

CITY OF PORT ORANGE,
a Florida municipal corporation,

Petitioner,

MARLENE SCHAFFER
SHIRLEY AMAR
THOMAS S. SCHAFFER
EDWARD S. SCHAFFER
5348 LANDIS AVE
PORT ORANGE, FL 32127
PARCEL ID : 6310-07-21-0050

Respondent.

_____ /

FINDING OF FACT, CONCLUSION OF LAW AND ORDER
(THIS DOES NOT CONSTITUTE A LIEN)

THIS CAUSE came on for public hearing before the Code Enforcement Special Magistrate on November 11, 2020, after due notice to the Respondent(s), and the Special Magistrate having heard testimony under oath, received evidence and heard argument from Staff thereupon issues its Findings of Fact, Conclusions of Law, and Order, as follows:

FINDINGS OF FACT:

A. Respondents, MARLENE SCHAFFER, SHIRLEY AMAR, THOMAS S. SCHAFFER, EDWARD S. SCHAFFER, whose mailing addresses are 1083 PALM VIEW DRIVE, SOUTH DAYTONA FL 32119; 1141 CLEARWATER ROAD, DAYTONA BEACH, FL 32114; 5348 LANDIS AVENUE, PORT ORANGE, FL 32127; 5348 LANDIS AVENUE, PORT ORANGE, FL 32127, are the owners/representatives of the property located at 5348 LANDIS AVENUE, PORT ORANGE, FL 32127, and more particularly described as:

LOTS 5 & 6 BLK 21 ALLANDALE MB 4 PG 146 PER OR 4150 PG 0888 PER OR 5832 PG 1036 PER D/C 5995 PG 4713 PER OR 5995 PGS 4718-4719 PER OR 6010 PGS 4351-4352

B. The violation was to be corrected by removing all trash and debris and removing all items stored on the property as the home is a total loss due to fire damage. This condition was first observed at the real property described above on March 4, 2020; re-inspection was conducted on October 21, 2020. Respondent received notice via posting at City Hall and certified and regular mail on October 8, 2020, as well as posted on the property on October 7, 2020 that the aforesaid conditions constituted a violation of

Chapter 42 (Nuisances), Article II (Garbage , Junk and Undergrowth), Section 42-32 Storage of vehicles, furniture, etc. of the City of Port Orange Code of Ordinances. Chapter 42, (Nuisances), Article II, (Garbage, Junk and Undergrowth), Section 42-26, (Cleanliness of Property Generally-duty of owner), (f) Garbage, waste, trash, etc. prohibited of the City of Port Orange Code of Ordinances and was to be corrected by October 20, 2020.

C. At the time of the hearing, the violations cited above: ☒ continued to exist, or ☐ remained noncompliant until _____ [Date].

D. ☒ The condition described above presents a serious threat to the public health, safety and welfare or is irreparable or irreversible.

CONCLUSION OF LAW:

Respondent(s), by reason of the foregoing, has/have violated the above referenced code(s) in that the Respondent(s) failed, on or before the date set in the notice of violation, to remedy the conditions of as stated is therefore subject to the provisions of the City of Port Orange Municipal Code 2.207.

ORDER:

A. Respondent(s) shall correct the aforesaid violation by removing all trash and debris and removing all items stored on the property as the home is a total loss due to fire damage on or before December 11, 2020. ("Compliance Date") If the respondents fail to take corrective action within 30 days of the date of the Order, the City is granted the authority to enter the property and remove and dispose of the structure, items and personal property with all costs to be assessed against the respondent and the City shall not be responsible for any damage or loss. In the event that the property is not brought into compliance on or before the Compliance Date, and/or not maintained in a state of compliance, a daily fine in the amount of \$100.00 per day shall be imposed for each day the property remains in noncompliance. If paragraph D. above is checked and the Respondent(s) has/have not abated the condition by the Compliance Date, then notice of the violation will be given to the City Council. The City Council may repair the condition and charge the Respondent(s) with the reasonable costs of the repairs. Additionally, as per Chapter 2, Section 2-214, Code of Ordinances: "In addition to any fines, the Special Magistrate may impose additional fines to cover all costs incurred by the city in enforcing its codes and all costs or repairs pursuant to sub section (a)." The cost to date is \$147.40 as indicated on the cost sheet submitted into evidence. The Respondent(s) will be responsible for any additional costs incurred with follow-up inspections and other costs associated with this case until its conclusion. Any future violations under this ordinance shall be considered repeat violations.

B. The Findings of Fact and Conclusions of Law set forth in the Order of the Special Magistrate constitute a final administrative order which may be appealed by filing a notice of appeal with the Circuit Court within 30 days of the signing of this order.

C. A certified copy of this Order may be recorded in the public records of Volusia County, Florida, and shall thereafter constitute notice to any subsequent purchasers, successors in interest, or assigns if the violation concerns real property. The findings in this Order shall be binding upon Respondent(s) and if the violation concerns real property, any subsequent purchasers, successors in interest, or assigns pursuant to the City of Port Orange Municipal Code 2.207. Failure to comply with this Order shall result in the issuance of an Order Imposing Fine and Lien. The Order Imposing Fine and

Lien shall not constitute a lien until a certified copy of said Order is recorded pursuant to Section 162.09(3), Florida Statutes.

DONE AND ORDERED this 11TH day of November, 2020.

Attest: Shelly Field
Secretary, Code Enforcement Special Magistrate

By: [Signature]
Code Enforcement Special Magistrate

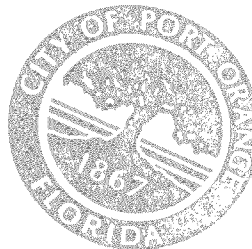
I HEREBY ACKNOWLEDGE AND AGREE that the foregoing findings are true and accurate to the best of my knowledge.

[Signature]
Code Compliance Inspector

I HEREBY CERTIFY that a true and correct copy of the foregoing Findings of Fact, Conclusion of Law, and Order have been furnished to Respondent(s), MARLENE SCHAFER, SHIRLEY AMAR, THOMAS S. SCHAFER, EDWARD S. SCHAFER, whose mailing addresses are 1083 PALM VIEW DRIVE, SOUTH DAYTONA FL 32119; 1141 CLEARWATER ROAD, DAYTONA BEACH, FL 32114; 5348 LANDIS AVENUE, PORT ORANGE, FL 32127; 5348 LANDIS AVENUE, PORT ORANGE, FL 32127, by Certified and Regular Mail this 11 day of November, 2020.

CITY OF PORT ORANGE, FLORIDA
I HEREBY CERTIFY the foregoing is a true copy of the original filed in this office.
This document has not been redacted pursuant to Florida Law.
By: Shelly Field This 11 day of November, 2020

Shelly Field
Secretary, Code Enforcement Special Magistrate



**CITY OF PORT ORANGE, FLORIDA
CODE ENFORCEMENT SPECIAL MAGISTRATE
CASE NO. 20-1569**

CITY OF PORT ORANGE,
a Florida municipal corporation,

Petitioner,

FIRST NATIONAL BANK OF AMERICA
ROSE ACCEPTANCE INC.
5348 LANDIS AVE
PORT ORANGE, FL 32127
PARCEL ID : 6310-07-21-0050

Respondent.

_____ /

AMENDED FINDING OF FACT, CONCLUSION OF LAW AND ORDER
(THIS DOES NOT CONSTITUTE A LIEN)

THIS ORDER amends the Finding of Fact, Conclusion of Law and Order dated November 11, 2020. This cause came on for public hearing before the Code Enforcement Special Magistrate on November 11, 2020, after due notice to the Respondent(s), and the Special Magistrate having heard testimony under oath, received evidence and heard argument from Staff thereupon issues its Findings of Fact, Conclusions of Law, and Order, as follows:

FINDINGS OF FACT:

A. Respondents, FIRST NATIONAL BANK OF AMERICA and ROSE ACCEPTANCE INC, whose mailing addresses are P.O. BOX 980, EAST LANSING, MI 48826; 241 E SAGINAW STREET, E. LANSING, MI 48823, are the mortgagee/representatives of the property located at 5348 LANDIS AVENUE, PORT ORANGE, FL 32127, and more particularly described as:

LOTS 5 & 6 BLK 21 ALLANDALE MB 4 PG 146 PER OR 4150 PG 0888 PER OR 5832 PG 1036 PER
D/C 5995 PG 4713 PER OR 5995 PGS 4718-4719 PER OR 6010 PGS 4351-4352 PER OR 7832 PG
2432

B. The violation was to be corrected by registering, securing, and maintaining the property in compliance with the ordinance. This condition was first observed at the real property described above on September 3, 2020; re-inspection was conducted on November 9, 2020. Respondent received notice via posting at City Hall and certified and regular mail on October 8, 2020, as well as posted on the property on October 7, 2020 that the aforesaid conditions constituted a violation of Chapter 42 (Nuisances), Article II (Garbage , Junk and Undergrowth), Section 42-33 Abandoned real property (a) Purpose and intent (b) Definitions (c) Applicability (d) Registration of abandoned property (1) (2) (3) (4) (5) (6) (7) (8) (9) (10) (e)

Maintenance requirements (1) (2) (f) Security requirements (1) (2) (g) Immunity of enforcement officer (h) Additional authority (i) Penalties and enforcement of the City of Port Orange Code of Ordinances and was to be corrected by November 8, 2020.

C. At the time of the hearing, the violations cited above: ☒ continued to exist, or ☐ remained noncompliant until _____ [Date].

D. ☒ The condition described above presents a serious threat to the public health, safety and welfare or is irreparable or irreversible.

CONCLUSION OF LAW:

Respondent(s), by reason of the foregoing, has/have violated the above referenced code(s) in that the Respondent(s) failed, on or before the date set in the notice of violation, to remedy the conditions of as stated is therefore subject to the provisions of the City of Port Orange Municipal Code 2.207.

ORDER:

A. Respondent(s) shall correct the aforesaid violation by properly registering said property, submitting the application fee and by securing and maintaining the property as required by the ordinance, removing all trash and debris and removing all items stored on the property and demolishing the structure in its entirety, which will require a permit from the City of Port Orange Building Department. Once demolished, the property will need to be filled, graded and seeded with grass seed or sodded within five days of the date of completion of the demolition and comply with the established vegetation standards of the city. Furthermore, all tents are to be removed and all accessory structures vacated on or before December 11, 2020. ("Compliance Date") If the respondents fail to take corrective action by December 11, 2020, the City is granted the authority to enter the property and remove and dispose of the structure, items and personal property with all costs to be assessed against the respondent and the City shall not be responsible for any damage or loss. In the event that the property is not brought into compliance on or before the Compliance Date, and/or not maintained in a state of compliance, a daily fine in the amount of \$100.00 per day shall be imposed for each day the property remains in noncompliance. If paragraph D. above is checked and the Respondent(s) has/have not abated the condition by the Compliance Date, then notice of the violation will be given to the City Council. The City Council may repair the condition and charge the Respondent(s) with the reasonable costs of the repairs. Additionally, as per Chapter 2, Section 2-214, Code of Ordinances: "In addition to any fines, the Special Magistrate may impose additional fines to cover all costs incurred by the city in enforcing its codes and all costs or repairs pursuant to sub section (a)." The cost to date is \$73.40 as indicated on the cost sheet submitted into evidence. The Respondent(s) will be responsible for any additional costs incurred with follow-up inspections and other costs associated with this case until its conclusion. Any future violations under this ordinance shall be considered repeat violations.

B. The Amended Findings of Fact and Conclusions of Law set forth in the Order of the Special Magistrate constitute a final administrative order which may be appealed by filing a notice of appeal with the Circuit Court within 30 days of the order.

C. A certified copy of this Order may be recorded in the public records of Volusia County, Florida, and shall thereafter constitute notice to any subsequent purchasers, successors in interest, or assigns if the violation concerns real property. The findings in this Order shall be binding upon Respondent(s) and if the violation concerns real property, any subsequent purchasers, successors in

interest, or assigns pursuant to the City of Port Orange Municipal Code 2.207. Failure to comply with this Order shall result in the issuance of an Order Imposing Fine and Lien. The Order Imposing Fine and Lien shall not constitute a lien until a certified copy of said Order is recorded pursuant to Section 162.09(3), Florida Statutes.

DONE AND ORDERED this 3RD day of December, 2020.

Attest: Shelly Feild
Secretary, Code Enforcement Special Magistrate

By: [Signature]
Code Enforcement Special Magistrate

I HEREBY ACKNOWLEDGE AND AGREE that the foregoing findings are true and accurate to the best of my knowledge.

[Signature]
Code Compliance Inspector

I HEREBY CERTIFY that a true and correct copy of the foregoing Amended Findings of Fact, Conclusion of Law, and Order have been furnished to Respondent(s), FIRST NATIONAL BANK OF AMERICA, and ROSE ACCEPTANCE INC, whose mailing addresses are P.O. BOX 980, EAST LANSING, MI 48826; 241 E SAGINAW STREET, E. LANSING, MI 48823; by Certified and Regular Mail this 4 day of December, 2020.

Shelly Feild
Secretary, Code Enforcement Special Magistrate

CITY OF PORT ORANGE, FLORIDA
I HEREBY CERTIFY the foregoing is a true copy
of the original filed in this office.
This document has/has not been redacted pursuant to Florida Law.
By: Shelly Feild This 4 day of December, 2020



Oct 17, 2020 at 11:52:22 AM
FL





Nov 9, 2020 at 2:06 PM
FL



Down To Earth Trucking Inc.

1569 Martins Dairy Rd
New Smyrna Bch., FL. 32168

Estimate

Date	Estimate #
11/13/2020	12974

Name / Address
City Of Port Orange 1000 City Center circle Port Orange, FL 32129

		Project
Item	Description	
demolition demolition demolition miscellaneous permit fee	Demolition at 5348 Landis Ave structures extra trash inside structure and on the property seed & hay asbestos survey residential Estimate Includes: Utilities notified and marked. Structures and all personal items and trash inside and on the entire property to be taking to Volusia County Landfill. Area of structure to be seeded and hayed. Estimate Does Not Include: Asbestos abatement if asbestos is found on the asbestos survey.	
Call if any questions. Thank You		
		Subtotal \$6,307.00
		Sales Tax (6.0%) \$0.00
		Total \$6,307.00

Phone #	Fax #	E-mail
386-478-1588	386-478-1588	downtoearthtrucking@yahoo.com



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 12/15/2020

Consent item: Yes

SUBJECT: (C19) Authorization for City Manager to sign permit application for the Osprey Pointe Apartments - SJRWMD Permit for work in the right-of-way, if required

DEPARTMENT: Community Development

GOAL: 4 - Economic Development

RECOMMENDED MOTION: Move to authorize the City Manager to sign all development permit applications associated with the Osprey Pointe Apartment project on behalf of the City for improvements in the Bruner Road right-of-way, if so required by SJRWMD.

SUMMARY: As part of the Osprey Pointe Apartment project St. Johns River Water Management District (SJRWMD) Permit, SJRWMD is requiring the City to sign the developer's permit SJRWMD application since developer is constructing improvements within the City's Bruner Road right-of-way. The developer of the Osprey Pointe Apartment is showing the construction of a segment of Bruner Road and sidewalks within the City's right-of-way. Staff is requesting the City Council to authorize the City Manager to sign all development permit applications associated with the Osprey Pointe Apartment project on behalf of the property owner (City) for improvements in the Bruner Road right-of-way., if so required by SJRWMD.

The current development plan for the Osprey Pointe Apartment project is under staff review. As part of the development, Bruner Road is be constructed from Clyde Morris Boulevard to the developments planned secondary access driveway (leaving a gap of unpaved road) and 4-foot-wide sidewalks along the west side of the R/W from it terminus to Clyde Morris Boulevard and on the east side of the R/W from Madeline Avenue to Stillwood Court The roadway and sidewalk improvements within the R/W will be designed and constructed according to the City's standard construction details.

Project No.: Funding Account No.:

Presenter: Tim Burman, Penelope Cruz

ATTACHMENTS:

Penelope Cruz	Created/Initiated - 11/28/2020
Tim Burman	Approved - 11/28/2020
Shannon Balmer	Approved - 12/4/2020
Alan Rosen	Approved - 12/4/2020
Robin Fenwick	Final Approval - 12/4/2020



HALIFAX HEALTH

halifaxhealth.org

FRANCE
TOWER

Joni Hunt-

Director, Government & Community Relations



Halifax Health – Medical Center of Port Orange

Ann Martorano –
Chief Communications Officer & Administrator of
Halifax Health – Medical Center of Port Orange

Your full-service community hospital

Intensivists

Hospitalists

Cardiology

Neurology

Anesthesia

Orthopedics

Palliative
care

Hospice care

General surgery

Gastrointestinal

Pain management

Ophthalmology

Plastic surgery

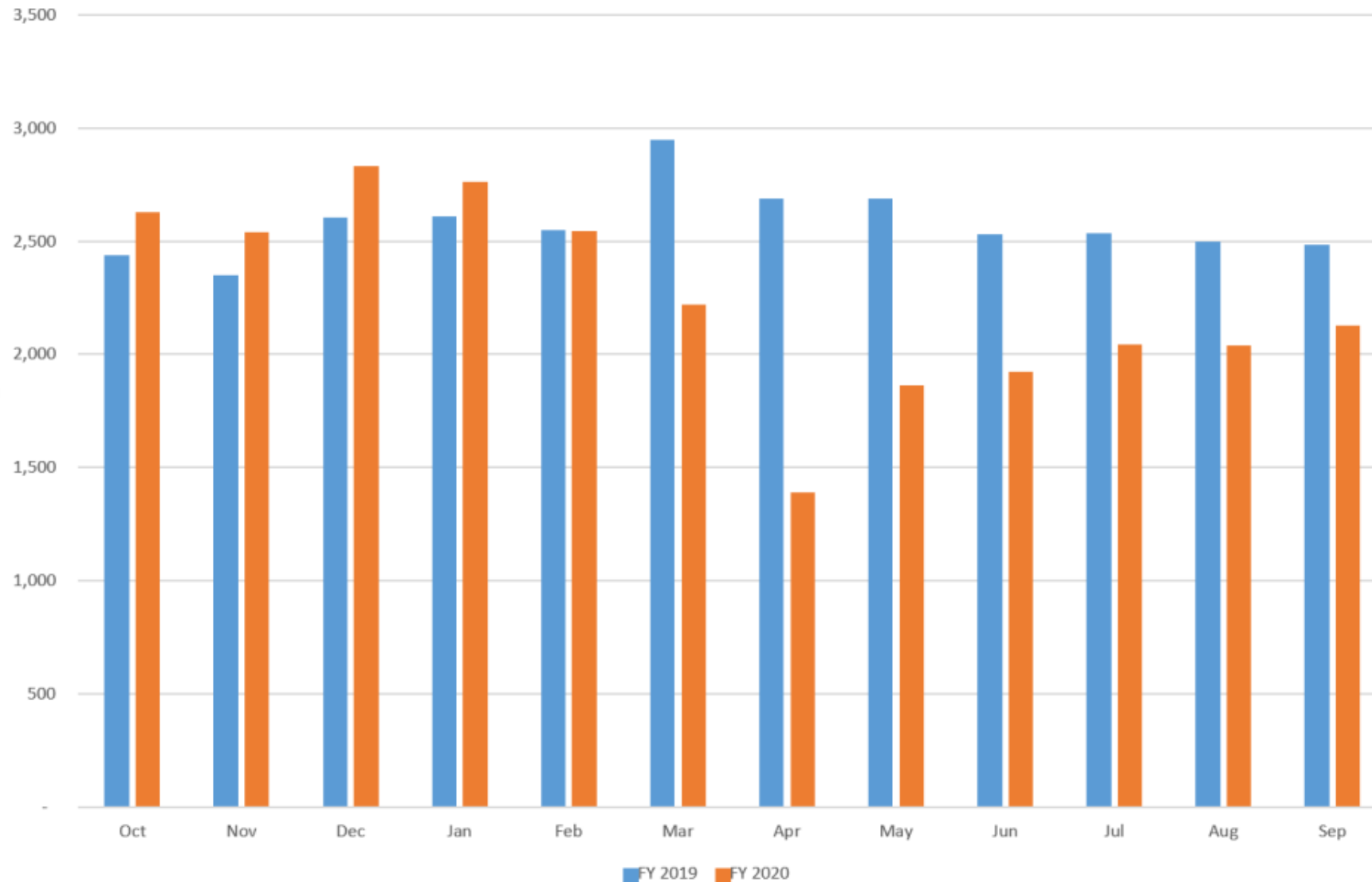
Wound care

How we served Port Orange Residents 36,448 Times

Fiscal 2020

Halifax Health Port Orange	18,704 visits
Halifax Health Medical Center	14,946 visits
Halifax Health Center Oncology	1,239 visits
Halifax Health Brooks Rehab	674 visits
Adult Baker Act Patients	409 visits
Pediatric Baker Act Patients	164 visits
Other	274 visits

HHPO ED Visits by Month FY2019-FY2020

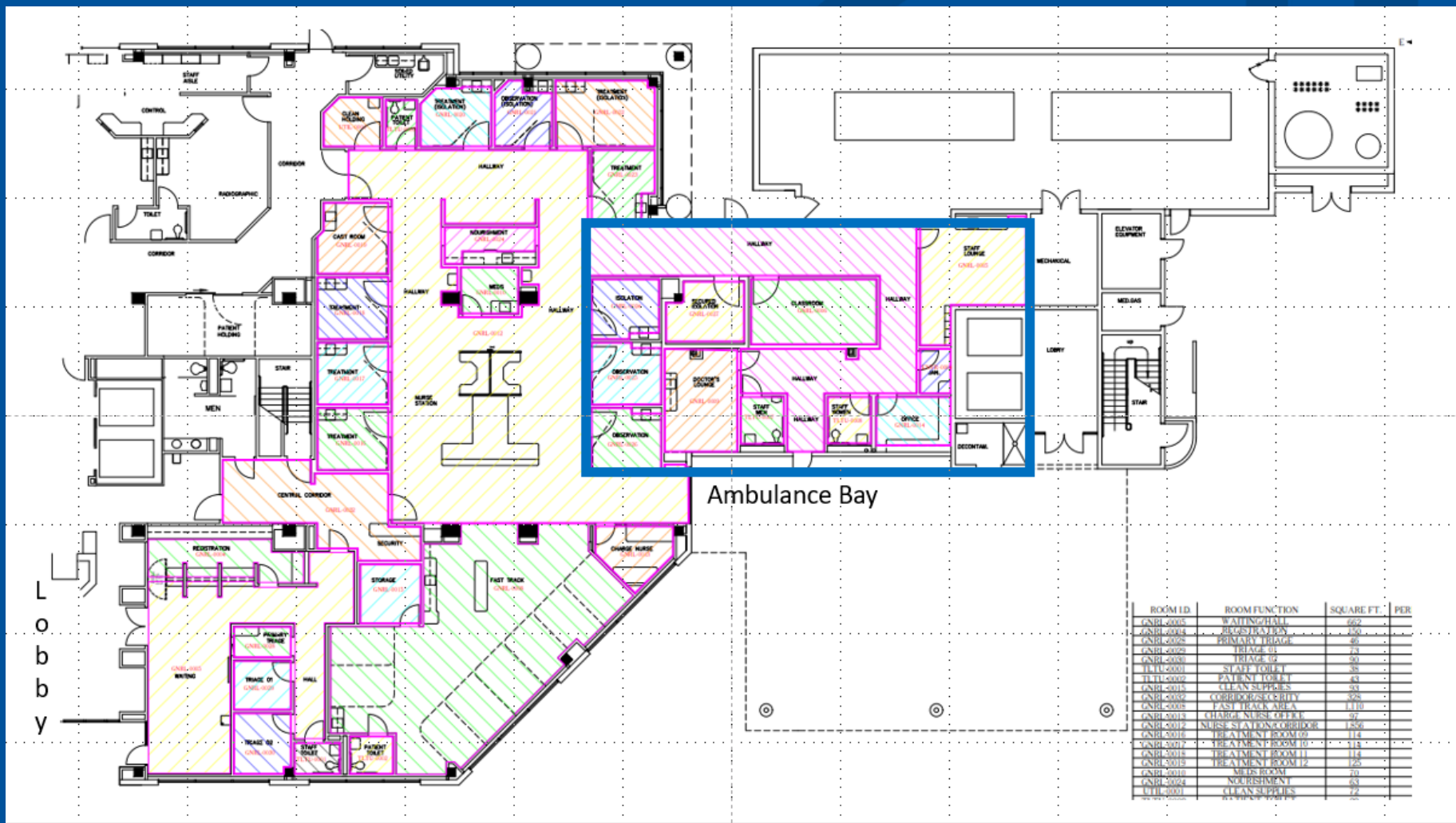


Uncompensated Care 2020 (at cost)

\$56 million System-Wide

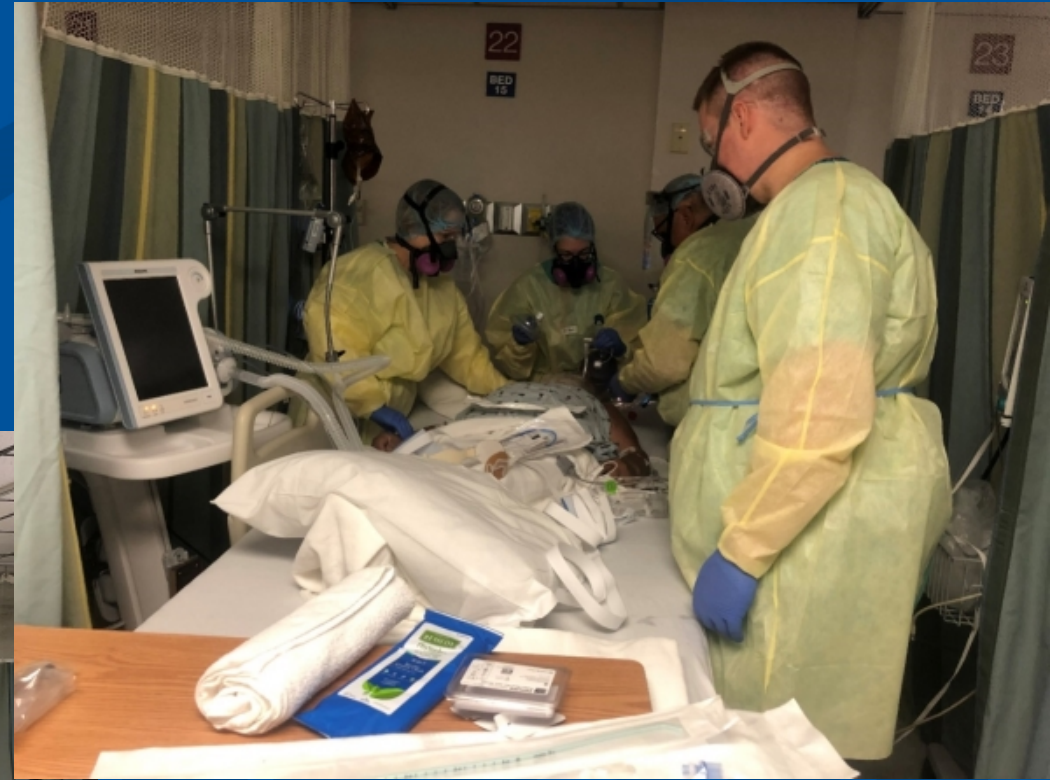
\$11 million Provided to Port
Orange Residents

The Future

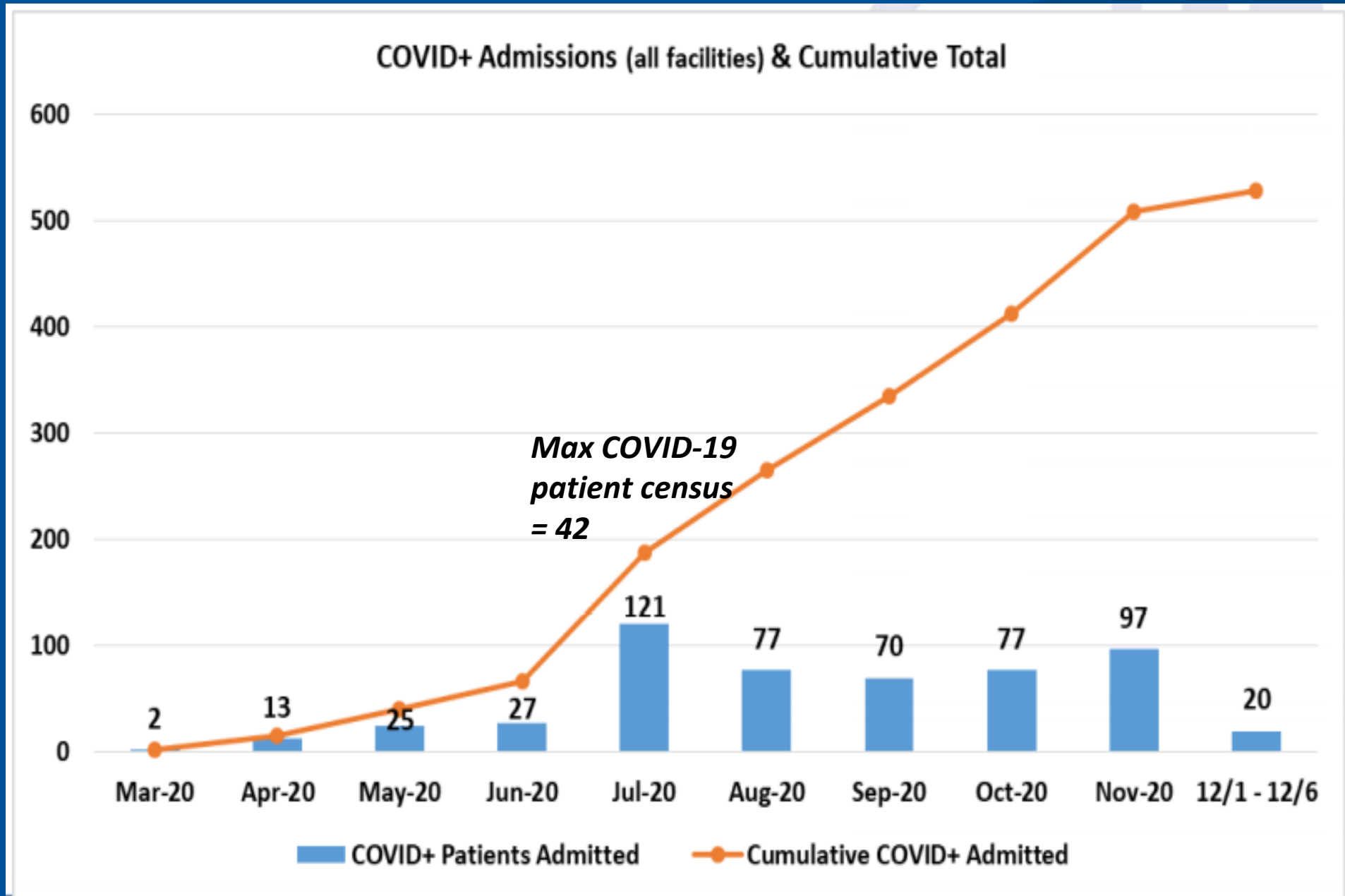


Margaret Crossman, MD- Sr. Vice President & Chief Medical Officer

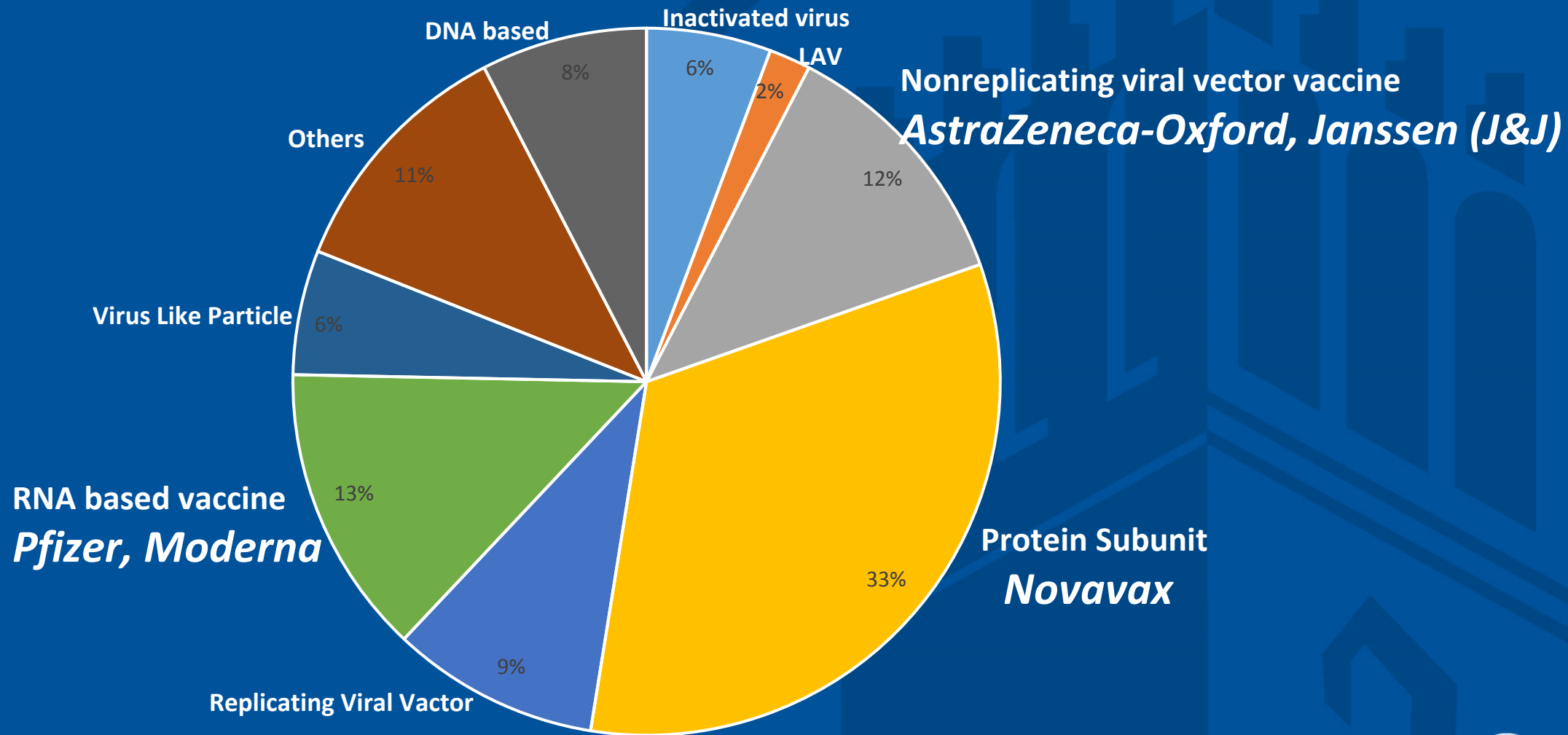
COVID *Special Care Unit*



- *Designed for safety
- *Dedicated staff
- *Hospital Bed and Ventilator Capacity



COVID-19 Vaccines



QUESTIONS?



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 12/15/2020

Consent item: No

SUBJECT: (H26) Second Reading - Ordinance No. 2020-34 - 20-2 Large Scale Future Land Use Amendment/3835 Clyde Morris Boulevard (Osprey Point Apartments)
(Continued from December 1, 2020)

DEPARTMENT: Community Development

GOAL:

RECOMMENDED MOTION: Move to approve Ordinance No. 2020-34, to change the Future Land Use designation of approximately 35 acres from *Office/Residential Transition* and *Commercial* to *Urban High Density Residential* (8-16 units/acre), and transmittal to the required review agencies for review.

SUMMARY: Planning Commission Action (09/24/20): Recommended Approval

Jeffrey Brock, applicant on behalf of the property owner, Palmetto Point, LLP, requests to amend the Future Land Use (FLU) designations for ±35 acres from *Office/Residential Transition* and *Commercial* to *Urban High Density Residential* (8-16 units/acre). The subject property is located along Clyde Morris Boulevard, south of Madeline Avenue, and east of Bruner Road. If approved, the applicant intends to rezone the subject property to the Moderate Density Multi-Family Residential District (R-3M) and submit a site plan for the development of a 384-unit multi-family complex.

The subject property was part of the ±52.73 acre The Palms PUD approved in 2007 which allowed for the development of 451 multi-family units and 187,000 square feet of commercial uses. The MDA for the previously approved The Palms PUD, expired in 2009 and the property remained vacant. In 2015, ±17.72 acres of the original The Palms PUD were rezoned to the Palmetto Pointe Planned Commercial Development (PCD) and was developed with a commercial development (Walmart Neighborhood Market).

The applicant's development application request to change the Future Land Use designation on the subject property does not affect the Comprehensive Plan regarding the extension of Bruner Road from its current southern terminus to Clyde Morris Boulevard. If the FLU application is approved, Staff has discussed with Volusia County and the potential developer about maintaining the right-of-way for the possible extension of Bruner Road in the future, but not constructing Bruner Road from its terminus to Clyde Morris Boulevard as part of developing the subject property.

According to the Infrastructure Impact Analysis in the staff report, the amendment results in a net decrease in impacts to public infrastructure, except for recreation and open space. All public facilities have adequate capacity to accommodate the proposed

amendment.

The proposed FLU amendment is generally consistent with the pertinent Goals, Objectives, and Policies of the City's Comprehensive Plan. The proposed FLU category is compatible with adjacent parcels and the proposed multi-family use provides a transitional use between the more intense commercial development and the existing single-family homes across Bruner Road. The proposed land use category meets the locational criteria for the *Urban High Density Residential* designation of being located adjacent to a commercial node, along an arterial roadway.

However, the proposed amendment is not consistent with a policy in the Comprehensive Plan regarding the retention of the existing commercial acreage already designated on the FLU map. The 35-acre amendment would result in a net decrease of a ±8.82 acres of land within the City designated for commercial. If approved, the ±8.82 acres would change from a commercial use to a residential use. However, there would still be approximately 40 acres of commercial land at the Clyde Morris Blvd./Madeline Ave. commercial node and of the 40 remaining acres of commercial land, ±18-acres remains vacant and can be developed with commercial uses. There are multiple options for commercial development within the Clyde Morris Blvd./Madeline Ave. commercial node as there is still vacant commercial land and tenant spaces at built shopping centers. The additional residential units to this area could encourage further development of the existing commercial land, outparcels and leasing of existing commercial space at the Clyde Morris Blvd./Madeline Ave. commercial node.

As part of any future site development, site plans and/or building permits will be required to be submitted for staff review to verify all LDC and Florida Building Code requirements are met, such as landscape buffers, parking, building setbacks, tree preservation, and infrastructure, to ensure compatibility with adjoining properties, and that adequate public facilities and services are available.

The staff report is attached for more information.

Project No.: Funding Account No.:

Presenter: Penelope Cruz

ATTACHMENTS:

1.	Ordinance No. 2020-34 with exhibit	Ord 2020-34.pdf
2.	Staff Report - 20-2 CPA Osprey Pointe Apts	Staff Report - 20-2 CPA Osprey Pointe Apts.pdf

Robin Fenwick

Created/Initiated - 11/30/2020

ORDINANCE NO. 2020-34

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, RELATING TO
COMPREHENSIVE PLANNING; AMENDING THE FUTURE
LAND USE MAP OF THE COMPREHENSIVE PLAN;
AMENDING THE FUTURE LAND USE DESIGNATION FOR
±35 ACRES FROM OFFICE/RESIDENTIAL TRANSITION
AND COMMERCIAL TO URBAN HIGH DENSITY
RESIDENTIAL (8-16 UNITS/ACRE) FOR PROPERTY
GENERALLY LOCATED ALONG CLYDE MORRIS
BOULEVARD, SOUTH OF MADELINE AVENUE, BETWEEN
CLYDE MORRIS BOULEVARD AND BRUNER ROAD;
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 City Council of the City of Port Orange has provided an opportunity to receive comments and proposals from the general public and held at two public hearings 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, 2015-42, 2015-44, 2016-6, 2016-20, 2016-24, 2016-26, 2017-4, 2017-33, 2018-10, 2018-15, 2018-

18, 2018-20, 2018-30, 2018-36, 2019-11, 2019-21, 2019-23, 2019-33, 2019-41, 2020-2, 2020-5, 2020-11, 2020-14, 2020-22, and this ordinance.

Section 2. The City Council hereby adopts and amends the Comprehensive Plan City of Port Orange 2010-2025, Future Land Use Map, attached hereto as **Exhibit “A”**, and incorporated herein by this reference.

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. The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amend may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency. The City Clerk shall note the effective hereon in the place provided below.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

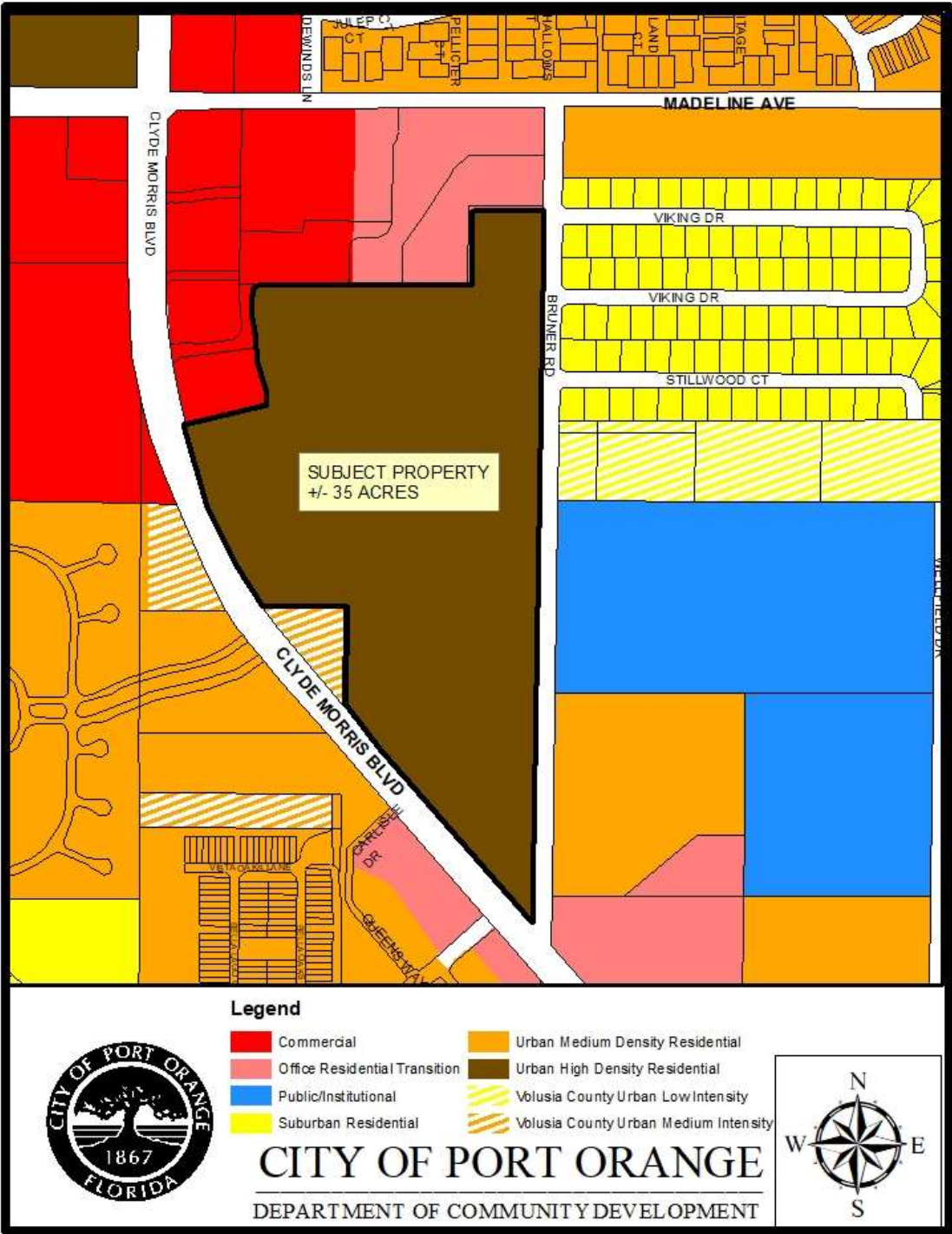
Passed on first reading on the day of

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

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

EXHIBIT "A"

EXHIBIT





STAFF REPORT

20-2 Large-Scale Comprehensive Plan Amendment/
Osprey Pointe Apartments
CASE NO. 20-20000002

REQUEST:	Amend the Comprehensive Plan Future Land Use (FLU) Map to change the FLU for ±35 acres from <i>Office/Residential Transition</i> and <i>Commercial</i> to <i>Urban High Density Residential</i> (8-16 units/acre).
LOCATION:	3835 Clyde Morris Blvd. (Figure 1 – Location Map)
APPLICANT:	Jeffrey Brock, Smith Bigman Brock, P.A.
OWNER:	Palmetto Pointe, LLP
STAFF CONTACT:	Penelope Cruz, Planning Manager, (386)506-5671
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION:	Recommended Approval (September 24, 2020)
CITY COUNCIL:	October 20, 2020

INTRODUCTION

Jeffrey Brock, applicant on behalf of the property owner, Palmetto Point, LLP, requests to amend the Future Land Use (FLU) designations for ±35 acres from *Office/Residential Transition* and *Commercial* to *Urban High Density Residential* (8-16 units/acre). The subject property is located along Clyde Morris Boulevard, south of Madeline Avenue, and east of Bruner Road. If approved, the applicant intends to rezone the subject property to the Moderate Density Multi-Family Residential District (R-3M) and submit a site plan for the development of a 384-unit multi-family complex.

Figure 1. Location Map



Map created by the City of Port Orange Community Development Department

The applicant's development application requests to change the FLU designation on the subject property does not include a change to the City's Comprehensive Plan regarding extension of Brunner Road from its terminus to Clyde Morris Boulevard. If the development application is approved, staff has discussed with Volusia County and the potential developer about maintaining the right-of-way for the possible extension of Bruner Road in the future as shown in the current City's Comprehensive Plan and NOT constructing Brunner Road from its terminus to Clyde Morris Boulevard. If the development applications are approved, maintaining the ability to construct Bruner Road in the future would maintain consistency with the City's Comprehensive Plan.

The subject property currently has Future Land Use (FLU) designations of *Office/Residential Transition* and *Commercial* and is zoned Planned Unit Development (PUD) without a Master Development Agreement (MDA). The subject property was part of the ±52.73 acre The Palms PUD approved in 2007 and allowed for the development of 451 multi-family units and 187,000 square feet of commercial uses. The MDA for The Palms, the previously approved PUD, expired in 2009 and the property remained vacant. In 2015, ±17.72 acres of the original The Palms PUD were rezoned to the Palmetto Pointe Planned Commercial Development (PCD) and was developed with a commercial development (Walmart Neighborhood Market).

DISCUSSION

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

PROPERTY OVERVIEW

The subject parcel is currently vacant. The surrounding existing land uses, Future Land Use designations, and Zoning classifications are identified below in Table 1.

Table 1. Surrounding Land Uses and Zoning

Direction	Existing Land Use	FLU Designation	Zoning District
North	Commercial	Commercial; Office/Residential Transition	Palmetto Pointe Planned Commercial Development (PCD)
South	Clyde Morris Blvd.; mobile home park	Urban Medium Density Residential; Office/Residential Transition	Residential Mobile Home (RMH)
East	Brunner Road; Single-family; City owned land; Police Department	Urban Medium Density Residential; Suburban Residential; Office/Residential Transition	R-8SF Single Family Residential; Volusia County MH- 1; R-3L Multi-Family Residential; Government/Public Use (GPU)
West	Clyde Morris Blvd.; vacant commercial; mobile home park	Commercial; Urban Medium Density Residential	Palmetto Point PCD; Groves PCD; Colony in the Wood Planned Unit Development (PUD); Residential Mobile Home (RMH)

The current FLU designations for the subject property and adjacent properties and the proposed FLU designation for the subject property is identified in Figure 2. The current zoning classification of the subject property and adjacent properties and the proposed zoning classification of the subject property are identified in Figure 3.

Figure 2. Current and Proposed FLU Map

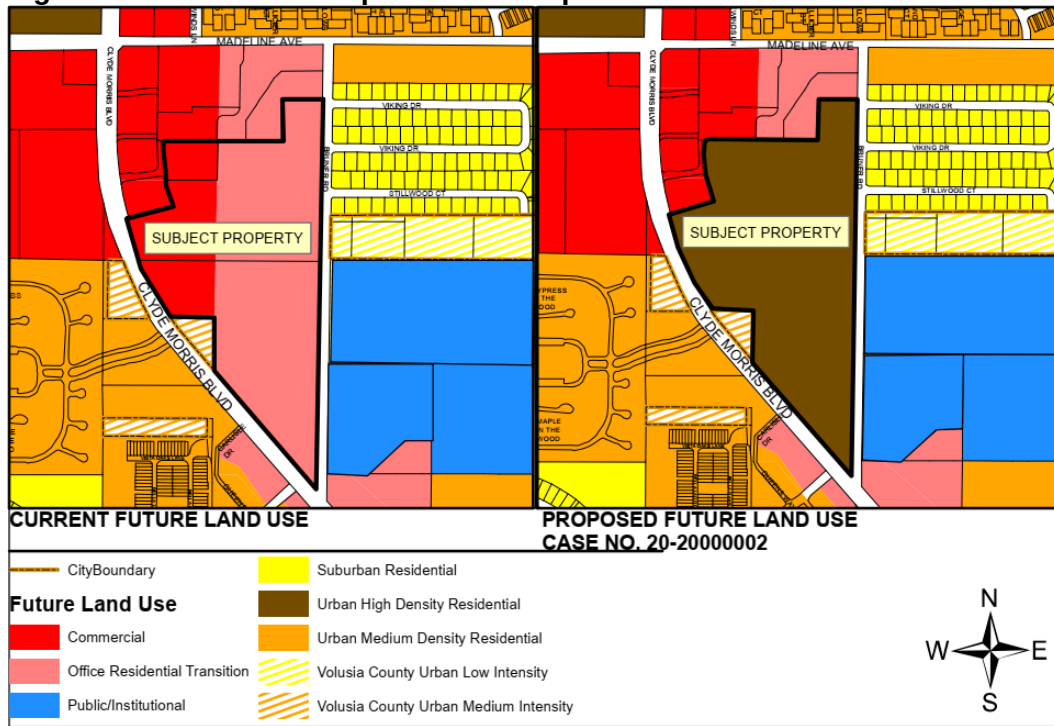
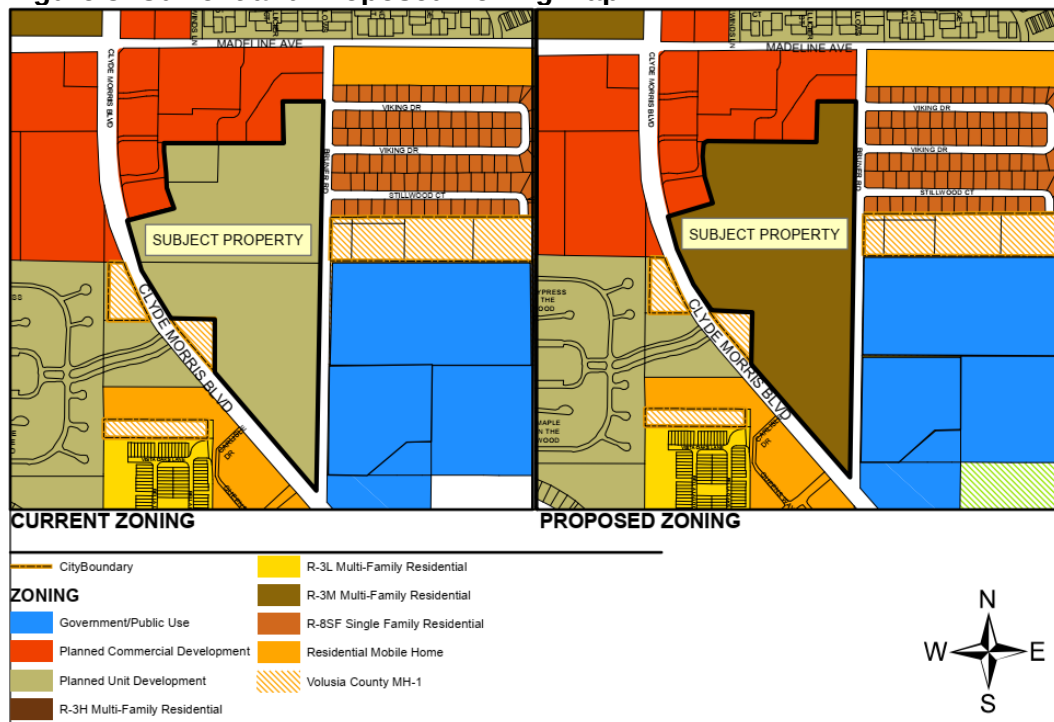


Figure 3. Current and Proposed Zoning Map



PROPOSED AMENDMENT

The proposed amendment is to change the FLU designations for ±35 acres from *Office/Residential Transition* and *Commercial* to *Urban High Density Residential* (8-16 units/acre). The current FLU designations are *Commercial* and *Office/Residential Transition*, which is a mixed-use category that allows for a distribution of uses within the 35-acres, with the cumulative mixture of uses totaling 100%:

1. 75% office and 25% residential (up to 10 units per acre);
2. 75% office and 25% commercial; or
3. 100% office.

The proposed *Urban High Density Residential* (8-16 units/acre) FLU designation is a multi-family residential designation, compared to the current FLU *Commercial* and *Office/Residential Transition* designations that allow the development of office, commercial and residential uses. The following tables identify the current adopted and proposed FLU designations by acreage (Table 2), maximum allowable density/intensity and net change in 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)
Office/Residential Transition	26.2	0	-26.2
Commercial	8.8	0	-8.8
Urban High Density Residential (8-16 units/acre)	0	35	+35
Total Acreage	35	35	35

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

	Current FLU (theoretical max dwelling units/sq.ft.)	Proposed FLU (theoretical max dwelling units/sq.ft.)	Net Change in FLU (theoretical max dwelling units/sq.ft.)
Office/Residential Transition			
Scenario 1 (25% Residential*/75% Office**)	66 d/u 1,284,666 sq.ft.	0	-66 d/u -1,284,666 sq.ft.
Scenario 2 (25% commercial*/75% office**)	428,222 sq.ft. 1,284,666 sq.ft.	0	-1,712,888 sq.ft.
Commercial***	191,446 sq.ft.	0	-191,446 sq.ft.
Urban High Density Residential (8-16 units/acre)	0	560 d/u****	+560

*up to 10 units/acre

**1.5 Floor-area ratio for non-residential; The floor area ratio (FAR) is the relationship between the total amount of building floor area and the total area of the lot on which the building stands.

***0.5 Floor-area ratio (FAR)

****560 units is the theoretical maximum allowed by the FLU designation; the actual proposed development is for 384 units

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 current Future Land Use designations versus the requested FLU designation. The following seven public facilities and services were examined:

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

Table 4. Impact Analysis (Theoretical Max.)

DEVELOPMENT VARIABLE	CURRENT LAND USE		PROPOSED LAND USE (Urban High Density Residential)	NET CHANGE	
	Scenario 1 (Commercial + ORT at 25% Residential/ 75% Office)	Scenario 2 (Commercial + ORT at 25% commercial/ 75% office)		Scenario 1	Scenario 2
Residential Units	66	0	560	+494	+560
Non-residential Buildable Sq. Ft.	Commercial: 191,446 sq.ft. Office: 1,284,666 sq.ft.	Commercial: 619,668 sq.ft. Office: 1,284,666 sq.ft.	0	Commercial: -191,446 sq.ft. Office: -1,284,666 sq.ft.	Commercial: -619,668 sq.ft. Office: -1,284,666 sq.ft.
Population ¹	149	0	1,260	+1,111	+1,260
Peak Hour Trips/Daily Trips ²	6,236/ 55,026	7,784/ 72,875	347/ 3,724	-5,889/ -51,302	-7,437/ -69,151
Sanitary Sewer (gallons/day) ³	158,097	190,433	89,600	-68,497	-100,833
Potable Water (gallons/day) ⁴	159,408	190,433	100,800	-58,608	-89,633
Solid Waste (lbs./person) ⁵	15,239	19,043	4,045	-11,195	-14,999
Stormwater Drainage ⁶	n/a	n/a	n/a	n/a	n/a
Recreation/Open Space ⁷ (acres)	1.04	0	8.82	+7.78	+8.82

Notes:

1. Population: 2.25 persons per household (per 2010 Census)
2. Transportation: Multifamily Apartments (220) 0.62 PM peak hour trips per unit and 6.65 daily trips per unit; Shopping Center (820) 3.71 PM Peak Hour; 42.70 Average Daily; Medical Office (720) trips per 1000 sq.ft. – 4.27 PM Peak Hour, 36.13 Average Daily; ITE Trip Generation Manual, 9th 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 current FLU designations on the property are *Commercial* and *Office/Residential Transition* and the *Office/Residential Transition* designation is a mixed-use category that allows the following theoretical maximum development scenarios:

1. 25% residential and 75% office (scenario 1); or
2. 25% commercial and 75% office (scenario 2).

According to the Infrastructure Impact Analysis, the proposed FLU designation would *decrease* the theoretical maximum square-footage of non-residential development allowed and increase the theoretical maximum number of residential units allowed on the 35-acre property. Overall, the amendment results in a net decrease in impacts to public infrastructure, except for recreation and open space. All future development plans submitted for the subject property will require a detailed technical review by the Staff Development Review Committee (SDRC) to determine all requirements in the Land Development Code (LDC) are met. As with all development, specific site development proposals for the subject property is subject to concurrency regulations at the time of development requiring public facilities and services to be provided or for the developer to enter into a mitigation agreement for their impacts.

TRANSPORTATION

A transportation report has been prepared by LTG, Inc., and reviewed by staff. As indicated in the report, there is a decrease in the number of daily trips and P.M. peak hour trips from the current to the proposed FLU designation. The reduction in anticipated daily trips and P.M. peak hour trips is due to the change from a FLU designation that supports non-residential uses to a FLU designation that support residential uses. According to the Institute of Transportation Engineers (ITE), residential dwelling units have a lower trip generation than office and commercial uses because office and commercial uses attract trips from a larger area. Based on the ITE Trip Generation Manual, 10th Edition, the proposed FLU designation could generate 347 P.M. peak hour trips, and 3,742 daily trips based on theoretical maximum of 560 units. The proposed multi-family development of 384 units could generate 238 P.M. peak hour trips, and 2,554 daily trips. This is a decrease from the current FLU designation.

The extent of the anticipated impacts on the road network will not be known until the traffic concurrency review is conducted with the final site plan for this site. The City requires the submittal of a traffic study at the time a final site plan is submitted for the development of the apartment complex, to fully assess the impacts of the development on the surrounding roadway network at the time of development and to identify any roadway improvements that might be needed. Similar to other developments within this area of the City, the developer may be required to enter into a Transportation Fair-Share and Concurrency Agreement with the City, and possibly Volusia County, to pay for part of the scheduled improvements for the impacted areas. In addition to a possible fair-share payment, the developer of the property may be required to construct mobility improvements to improve capacity and provide alternative modes of transportation along this corridor such as, turn lanes and sidewalks.

SANITARY SEWER

The City has available sewer capacity to accommodate the proposed FLU amendment. The City's adopted LOS standard is 160 gallons per day per Equivalent Residential Unit (ERU) and 1/10 gallon per square foot per day of commercial, industrial, or institutional development. Using these standards, the proposed land use would theoretically generate 89,600 gallons per day (gpd) of wastewater. This is a net decrease between the current and proposed FLU designations.

POTABLE WATER

The City has available potable water capacity (well and Consumptive Use Permit) to serve the proposed FLU amendment. The City's adopted LOS standard is 180 gallons per day per ERU and 1/10 gallon per square foot per day of commercial, industrial, or institutional development. Using these standards, the proposed land use would theoretically demand 100,800 gpd of potable water. This is a net decrease in demand between the current and proposed FLU designations.

Even though the City may have the technical capability to pump 15 MGD from its wells, prohibitions within the City's 20-year Consumptive Use Permit (CUP) issued by the St. Johns River Water Management District (SJRWMD) significantly limit the amount of water that is permitted to be withdrawn. The City's CUP allows for an average daily withdrawal of 8.97 MGD and a maximum daily withdrawal of 13.46 MGD in 2020. Actual average daily flow during the 2019 calendar year was 6.05 MGD. When reviewing future land use amendments, the following is considered to determine the amount of permitted water capacity available for all other future uses: the current year CUP allocation, consumption in the previous calendar year, reserved capacity, and projected consumption. Based upon these measures, the City still has available CUP capacity.

SOLID WASTE COLLECTION

There is available capacity at the landfill to address the City's solid waste disposal needs. The City's collection standard is 1,350 residential units per curbside collection crew, per day, and a weight standard of 3.21 pounds per person per day. The proposed land use would generate 4,045 pounds of garbage per day. This is a net decrease between the current and proposed FLU. 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.

STORMWATER DRAINAGE

There is no anticipated impact to the City's drainage system from the proposed land use. 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 development 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 available capacity at existing park facilities to accommodate the proposed FLU amendment. The proposed FLU designation would require 8.82 acres of parkland. According to the City's 2019 Concurrency Management Report, the City has an excess of 55 acres of parkland, so no additional parkland is needed.

SCHOOLS

The Volusia County School District reviewed the proposed FLU amendment for impacts to school capacity. The School District determined that there is adequate school capacity for the estimated 49 students anticipated to be generated by the proposed FLU amendment (Exhibit 1).

ENVIRONMENTAL CONDITIONS

The subject property is primarily categorized as palmetto prairies and pine flatwoods. According to the environmental analysis prepared by Biological Consulting Services, Inc. (BCS) in April 2020 for the subject property, there is about 6.41 acres of wetlands and the possibility of gopher tortoises, but no protected species were observed on site. One osprey nest (delisted species) was observed on the edge of the wetlands in the northwest portion of the site. The osprey was removed from Florida's Endangered and Threatened Species list in 2018; however, the osprey, active nests, eggs, and young are still protected under the Federal Migratory Bird Treaty Act. The osprey nest tree is located within a proposed tree preservation area for the proposed Osprey Pointe Apartments and according to BCS should not be affected by the proposed development. Any subsequent development on the subject property will be required to comply with all federal, state, regional and local regulations pertaining to the protection, relocation, mitigation, and preservation of trees, gopher tortoises, wetlands and other environmental resources.

As with all new development projects this size, an updated Environmental Assessment (EA) will need to be prepared and submitted at the time a site plan is submitted. As part of the EA, the biological consultant is required to identify and document the presence/location of gopher tortoise burrows observed throughout the subject property. If gopher tortoise burrows are identified on the subject property and the developer's project impacts the burrows, the developer will need obtain a permit from the Florida Fish and Wildlife Conservation Commission (FFWCC) to relocate any gopher tortoises from the impacted burrows. In addition to obtaining a permit from FFWCC, the developer will also be required to make a payment to a gopher tortoises mitigation bank. Site clearing will not be allowed to begin until FWC has approved the relocation after action report for the gopher tortoise's relocation and mitigation payment has been received. In addition, an updated study is required within 90 days prior to the start of site clearing activities to ensure an accurate count and location of the active gopher tortoise burrows. At this time the developer has not provided the City with site development plans.

REVIEW CRITERIA AND STAFF FINDINGS

1. *The land use proposal is consistent with the goals, objectives, and policies of the adopted Port Orange 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 is compatible with adjacent parcels and the proposed multi-family use provides a transitional use between the more intense commercial development and the existing single-family homes across Bruner Road. All public facilities have adequate capacity to accommodate the proposed amendment.

The proposed land use category meets the locational criteria for the *Urban High Density Residential* designation of being located adjacent to a community- or sub-regional-level commercial node or mixed-used center, along an arterial roadway. All public facilities have adequate capacity to accommodate the proposed amendment, and it is compatible with adjacent land uses as described below.

However, the proposed amendment is not consistent with the policies in the Comprehensive Plan regarding the retention of the existing commercial acreage already designated on the FLU map. The following objective and policies are provided in the City's adopted Comprehensive Plan, Future Land Use Element:

- *Objective 3.1: Maintaining Land for Non-residential Uses.* Ensure that the amount of land already designated for non-residential uses does not decrease.
- *Policy 3.1.1: Retain designated commercial and industrial development areas* for their appropriate uses, unless such uses have been planned to be accommodated elsewhere.

The 35-acre amendment would result in a net decrease of a ± 8.82 acres of land within the City designated for commercial. If approved, the ± 8.82 acres would change from a commercial use to a residential use. However, if the FLU amendment is approved, there would still be approximately 40 acres of commercial land at the Clyde Morris Blvd./Madeline Ave. commercial node and of the 40 remaining acres of commercial land, ± 18 -acres remains vacant and can be developed with commercial uses. There are multiple options for additional commercial development within the Clyde Morris Blvd./Madeline Ave. commercial node as there is still vacant commercial land and tenant spaces at built shopping centers. The additional residential units to this area could encourage the further development of the existing commercial land, outparcels and leasing of existing commercial space at the Clyde Morris Blvd./Madeline Ave. commercial node.

Figure 4. Clyde Morris Blvd./Madeline Ave. commercial node



The acreage of the subject property designated for commercial development has expanded over the last 15 years beyond the original acreage designated for the commercial node through changes to the FLU map that extend the commercial land use further south along Clyde Morris Boulevard. Future Land Use Element *Policy 3.2.1* states that, “Commercial uses will be located at roadway intersections, commercial nodes, and mixed-use centers, as defined in the Future Land Use Element.” The land with a Commercial FLU designation proposed to be changed as part of this amendment is located further south along Clyde Morris Boulevard and not at the immediate intersection where the traditional commercial node was established. While the proposed FLU Amendment reduces the amount of land with a *Commercial* FLU designation it does apply a more appropriate FLU designation to the land that is consistent with Future Land Use Element *Policy 3.2.1*.

2. *Amendments shall not result in incompatible land use designations for adjacent parcels or a neighborhood. Compatibility shall be determined by scale of development, intensity, density, and type of use, and the juxtaposition of uses.*

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 abuts the Neighborhood Walmart and a multi-tenant commercial building to the north, Clyde Morris Boulevard and Pickwick Village mobile home park to the south, to the east is Bruner Road, The Vikings and

Sandalwood residential subdivisions, vacant city-owned land, and the Police Department, and to the west is Clyde Morris Boulevard, vacant commercial land, and Colony in the Wood mobile home park. (see Table 1 – page 2).

The proposed multi-family development provides a transitional use between the more intense commercial development at the Clyde Morris Boulevard /Madeline Avenue commercial node and the existing single-family homes across Bruner Road. The subject property will also comply with design requirements in the Land Development Code to ensure compatibility between land uses, such as scale of development, height, setbacks, landscape buffers, and architectural design.

3. *An amendment shall not result in negative economic, social, or other impacts to the City of Port Orange.*

Staff finding: The amendment results in a net decrease in impacts to public infrastructure, except for recreation and open space. All public facilities have adequate capacity to accommodate the proposed amendment and therefore there are no negative impacts.

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 is not located within the Hurricane Vulnerability Zone.

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

Staff finding: The proposed amendment will not encourage sprawl. The amendment is for an infill property surrounded by existing development, with access to existing infrastructure. The proposed amendment will provide for a multi-family development located in close proximity to existing shopping, services, and existing public infrastructure.

SMART GROWTH SUMMARY

The proposed Future Land Use amendment expands housing choices by developing areas of infill or underutilized vacant land within the City that has accesses to existing infrastructure and services (water, sewer, roads, schools, etc.) [Future Land Use Element, Policy 1.2.4 and 2.3.8] and continues a development pattern in this area of offering different residential unit types that can allow for senior citizens to stay within the City as they age, single adults to afford a place to live, and families to find a safe, attractive residential option they can afford near desired amenities and services. Creating residential housing options near established commercial nodes also provides residents with close access to necessary services, creates new business opportunities to serve new and existing residents, and strengthens the local tax base through maintaining and expanding commercial uses.

The proposed development of subject property will connect to the sidewalk network on Clyde Morris Boulevard and construct a sidewalk along Bruner Road connecting to Clyde

Morris Boulevard. This will promote walking and biking to established commercial development, offices, services, multi-modal facilities (Votran bus service, sidewalks and bike lanes) along the Clyde Morris Boulevard and Madeline Avenue corridors and provides residents the option of walking, bicycling, taking public transportation to nearby retail, offices, schools, houses of worship, parks, and other amenities. In addition, creating residential housing options near retail, offices, schools, houses of worship, parks, and other amenities can require less vehicle trips and vehicle miles on the City's roadway network as these uses are nearby residential areas.

The infill development of this property with residential uses would utilize existing infrastructure (roads, sewer, water, etc.), discourages sprawl, and is anticipated to maintain or improve local commercial businesses in this area.

PUBLIC NOTICE

On May 22, 2020, staff posted the property notifying the public of the proposed amendment. The proposed amendment has also been advertised in the News-Journal pursuant to Florida Statutes. As of the time this agenda item was prepared, staff has received 20 inquiries regarding the proposed amendment with general inquiries regarding what was proposed as well as environmental and traffic concerns.

STAFF RECOMMENDATION

Staff recommends approval of the request to change the Future Land Use designation of approximately 35 acres from *Office/Residential Transition* and *Commercial* to *Urban High Density Residential* (8-16 units/acre), and transmittal to the required review agencies for review.

ATTACHMENTS

Exhibit 1 – Volusia County School District School Capacity Analysis

EXHIBIT 1

Dr. Scott Fritz
Superintendent of Schools

School Board of Volusia County

Mrs. Ida D. Wright, Chairman
Mrs. Linda Cuthbert Vice-Chairman
Mr. Carl Persis
Mr. Ruben Colón
Ms. Jamie M. Haynes

School Adequate Capacity Determination
Finding of Adequate Capacity Letter

June 16, 2020

Smith Brigman Brock
 Jeffrey P. Brock; Esq.
 220 Charles Street
 Port Orange FL. 32129

RE: Osprey Pointe Apartments – Port Orange
 School Capacity Review #20-03-23-002-A

Dear Mr. Brock:

The County Charter requires any Comprehensive Plan Amendment or Rezoning allowing increased residential density be effective only when adequate public schools can be timely planned and constructed to serve the projected increase in student population. The district uses this requirement as the guiding principle behind the school adequate capacity review.

The School District has reviewed the information for the proposed Osprey Pointe Apartments associated with 35.005 +/- acres of property located at 3835 Clyde Morris Blvd. within the city limits of Port Orange. Proposed amendment would provide for three hundred and eighty-four (384) multi-family units.

The district uses county wide Student Generation Rates (SGRs) of (.127) for multi-family dwelling units. By applying the SGR to the use types in Table 1, we find the project could generate forty-nine (49) full time students.

Table 1

UNIT TYPE	SGR	UNIT COUNT	STUDENTS GENERATED
Single Family Dwelling Unit	.273	0	0
Multifamily Dwelling Unit	.127	384	48.768
Manufactured Home Dwelling Unit	.047	0	0
Total			49

Osprey Pointe Apartments – Port Orange
June 16, 2020

When performing adequate capacity review district staff evaluates the effects of the proposed change compared to any remaining permanent capacity within the impacted schools, up to 100%, Table 2. The projected increase in student population may be over 100% if there are plans to serve increased student population in that planning area within the long-term planning horizon. A finding of adequate capacity may be issued in either case.

Table 2

Schools	2019-20 SY Enrollment	% of Permanent Capacity	Plans for capacity increase long-term	Traditional K-12 Students projected
Sugar Mill Elementary	633	107%	no	21
Silver Sands Middle	1324	118%	no	13
Atlantic High	1412	107%	no	14
Other				1

The students projected to be generated by this project will increase the existing percentage above 100% permanent capacity at all levels. Sugar Mill elementary is the projected to decrease in total students over the next several years. Currently the planning area for Silver Sands Middle School and Atlantic High (Halifax Planning area) is not over 100%. The School Board also owns a future school site in the Corasci area, grade levels to be determined. Based upon these long-term plans for growth, the school district has no objections to the proposed rezoning.

All future development orders, such as site plans and subdivisions, are subject to school concurrency review. School concurrency will be evaluated at that time when the impact of development is specifically quantified and known. Only funded school improvements and then current capacity will be considered at that time. No Student Reservations have been made at this time.

No Student Reservations have been made at this time.

Please note that the School Board has the right to adjust the attendance boundaries to balance the student enrollment populations at these area schools. Consequently, students generated from this project may not attend the current assigned schools.

If you should have additional questions please contact me at (386) 947-8786, extension 50806.

Sincerely,



Stephanie B. Doster,
Coordinator, Planning

Cc: Dr. Scott Fritz, Superintendent of Schools
Steve Grube, Director of Planning and Construction
Penelope Cruz, City of Port Orange
Kiersta Hill, Volusia County School Board
Project File

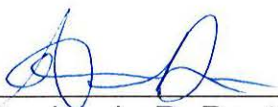


Finding of Adequate School Capacity **Volusia County School Board**

Project Information	
Project Name	Osprey Pointe Apartments
VCSB Project #	#20-06-16-001-A
Jurisdiction Project#	
Parcel ID Numbers:	6306-00-00-0130; 6306-00-00-0132; 6306-00-00-0112
Project Location:	3835 Clyde Morris Blvd
Potential Residential Units:	384
Property Owner/Applicant:	Palmetto Pointe
Notes: Additional review will be required at time of subdivision/site plan submittal(s). No Student Reservations have been made.	

Based upon the Findings of Fact, pursuant to School Board Policy 612 and Section 206 of the County Charter, the school district has determined at this time that school capacity is adequate to serve the proposed increase in residential density. This Finding shall constitute competent substantial evidence that adequate public school capacity is likely to be available at the time it is required to serve the planned new development.

Capacity is not being reserved with this Finding unless otherwise noted on this document. This Finding of Adequate School Capacity allows this subject project to continue through the Comprehensive Plan Amendment and/or rezoning process; however, may be subject to additional school capacity review in the future.



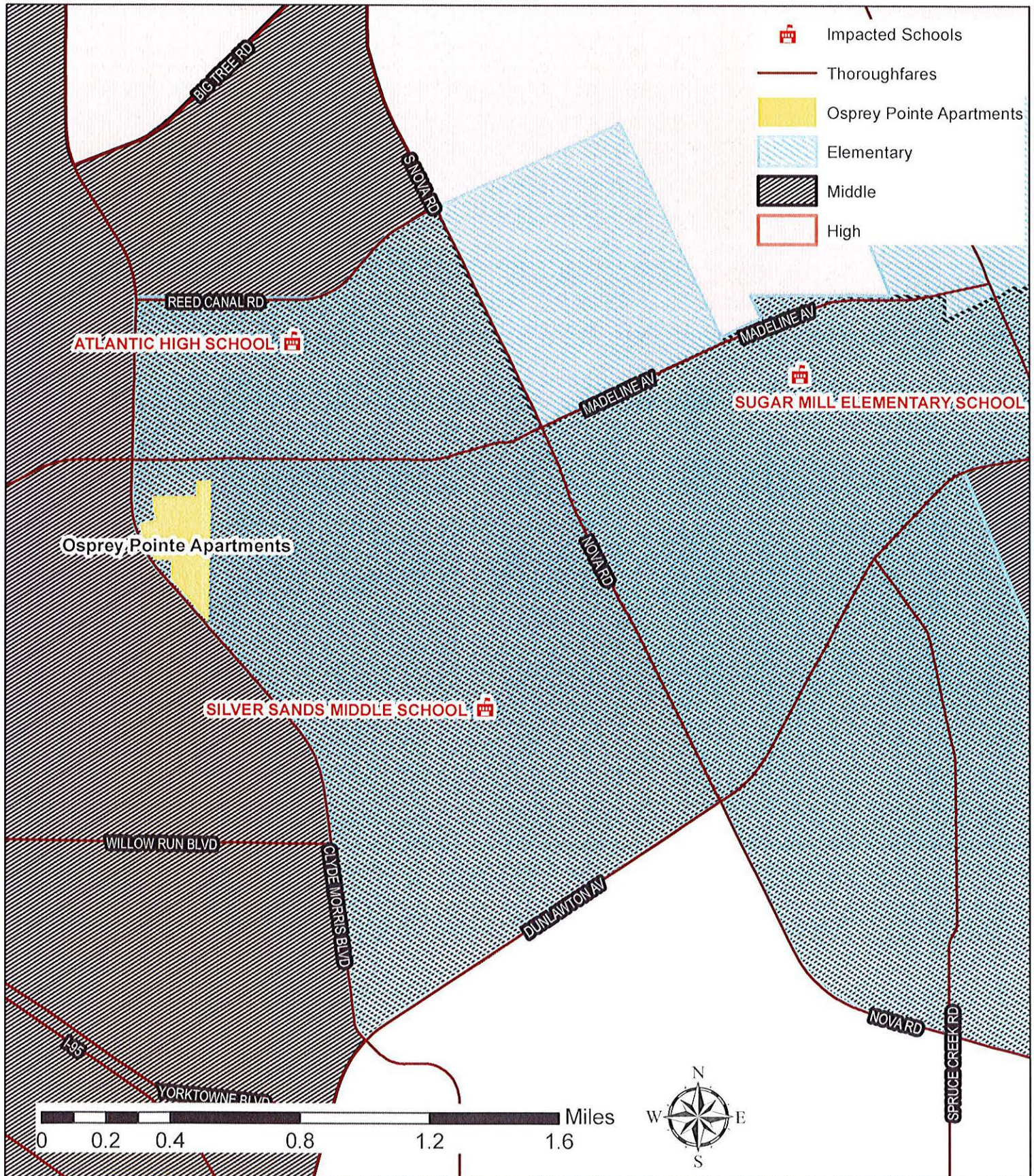
Stephanie B. Doster,
Coordinator, Planning

____16June2020____
Issue Date

VCSB Schools Impacted by Development

Adequate Capacity Review - Osprey Pointe Apartments

Created by Facilities Services
June 2020





CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 12/15/2020

Consent item: No

SUBJECT: (H27) Second Reading - Ordinance No. 2020-35 - Rezoning/3835 Clyde Morris Boulevard (Osprey Pointe Apartments) (Continued from December 1, 2020)

DEPARTMENT: Community Development

GOAL:

RECOMMENDED MOTION: Move to approve Ordinance No. 2020-35, rezoning approximately ±35 acres from Planned Unit Development (PUD) to Moderate Density Multi-Family Residential (R-3M).

SUMMARY: Planning Commission Action (09/24/20): Recommended Approval

Jeffrey Brock, applicant on behalf of the property owner, Palmetto Pointe, LLP, requests to rezone the ± 35-acre subject property from Planned Unit Development (PUD) to Moderate Density Multi-Family Residential District (R-3M). The property is located along the east side of Clyde Morris Boulevard, south of Madeline Avenue, between Clyde Morris Boulevard and Bruner Road. The rezoning request is a shift from the negotiated PUD zoning district to a conventional residential zoning district that uses the Land Development Code (LDC) to provide development regulations.

The subject property was part of the ±52.73 acre The Palms PUD approved in 2007 which allowed for the development of 451 multi-family units and 187,000 square feet of commercial uses. The MDA for the previously approved The Palms PUD, expired in 2009 and the property remained vacant. In 2015, ±17.72 acres of the original The Palms PUD were rezoned to the Palmetto Pointe Planned Commercial Development (PCD) and was developed with a commercial development (Walmart Neighborhood Market). The applicant is requesting to rezone the subject property to R-3M with the intent to construct a multi-family development.

According to the LDC, the R-3M zoning district is intended to provide moderate density multi-family development on relatively large tracts of land in single or common ownership with a maximum of 12 dwelling units per acre. If approved, the applicant intends to construct a 384-unit apartment complex (±10.9 units per acre), with associated site improvements and off-site improvements. The proposed R-3M zoning district is consistent with the Urban High Density Residential (8-16 units/acre) Future Land Use (FLU) designation that the applicant has applied to change concurrently with the subject rezoning application (Case No. 20-20000002).

The applicant's development application request to change the zoning designation on the subject property does not affect the Comprehensive Plan regarding the extension of Bruner Road from its current southern terminus to Clyde Morris Boulevard. If the

rezoning application is approved, Staff has discussed with Volusia County and the potential developer about maintaining the right-of-way for the possible extension of Bruner Road in the future, but not constructing Bruner Road from its terminus to Clyde Morris Boulevard as part of developing the subject property. According to the LDC, a property zoned R-3M is required to have its main access onto an arterial or major collector road. The subject property has direct access onto Clyde Morris Boulevard, therefore, the main access point for any development will be from Clyde Morris Boulevard.

As part of any future site development, site plans and/or building permits will be required to be submitted for staff review to verify all LDC and Florida Building Code requirements are met, such as landscape buffers, parking, building setbacks, tree preservation, and infrastructure, to ensure compatibility with adjoining properties, and that adequate public facilities and services are available. The staff report is attached for more information.

Project No.: Funding Account No.:

Presenter: Penelope Cruz

ATTACHMENTS:

1.	Ordinance No. 2020-35 with exhibits	Ord. No. 2020-35 Rezoning.pdf
2.	Staff Report - Rezoning Osprey Pointe	Staff Report - Rezoning Osprey Pointe.pdf

Robin Fenwick

Created/Initiated - 11/30/2020

ORDINANCE NO. 2020-35

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, REZONING PROPERTY
CONSISTING OF APPROXIMATELY ± 35 ACRES FROM
PLANNED UNIT DEVELOPMENT (PUD) TO MODERATE
DENSITY MULTI-FAMILY RESIDENTIAL DISTRICT (R-3M);
AUTHORIZING REVISION OF THE OFFICIAL ZONING
ATLAS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, ± 35 acres of the property located at 3835 Clyde Morris Boulevard to be rezoned from Planned Unit Development (PUD) to Moderate Density Multi-Family Residential District (R-3M); 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 rezoning; and

WHEREAS, the City Council has approved by a majority vote of the members present the rezoning of the described property; 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 ± 35 acres of the property located at 3835 Clyde Morris Boulevard to be rezoned from Planned Unit Development (PUD) to Moderate Density Multi-Family Residential District (R-3M), more particularly described in **Exhibit "1"**, attached hereto.

Section 2. The City Council of the City of Port Orange does hereby approve, authorize and direct the revision of the City's Official Zoning Atlas to show the

classification for the areas as hereby rezoned as shown on **Exhibit “2”**, attached hereto.

Section 4. This ordinance shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the day of

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

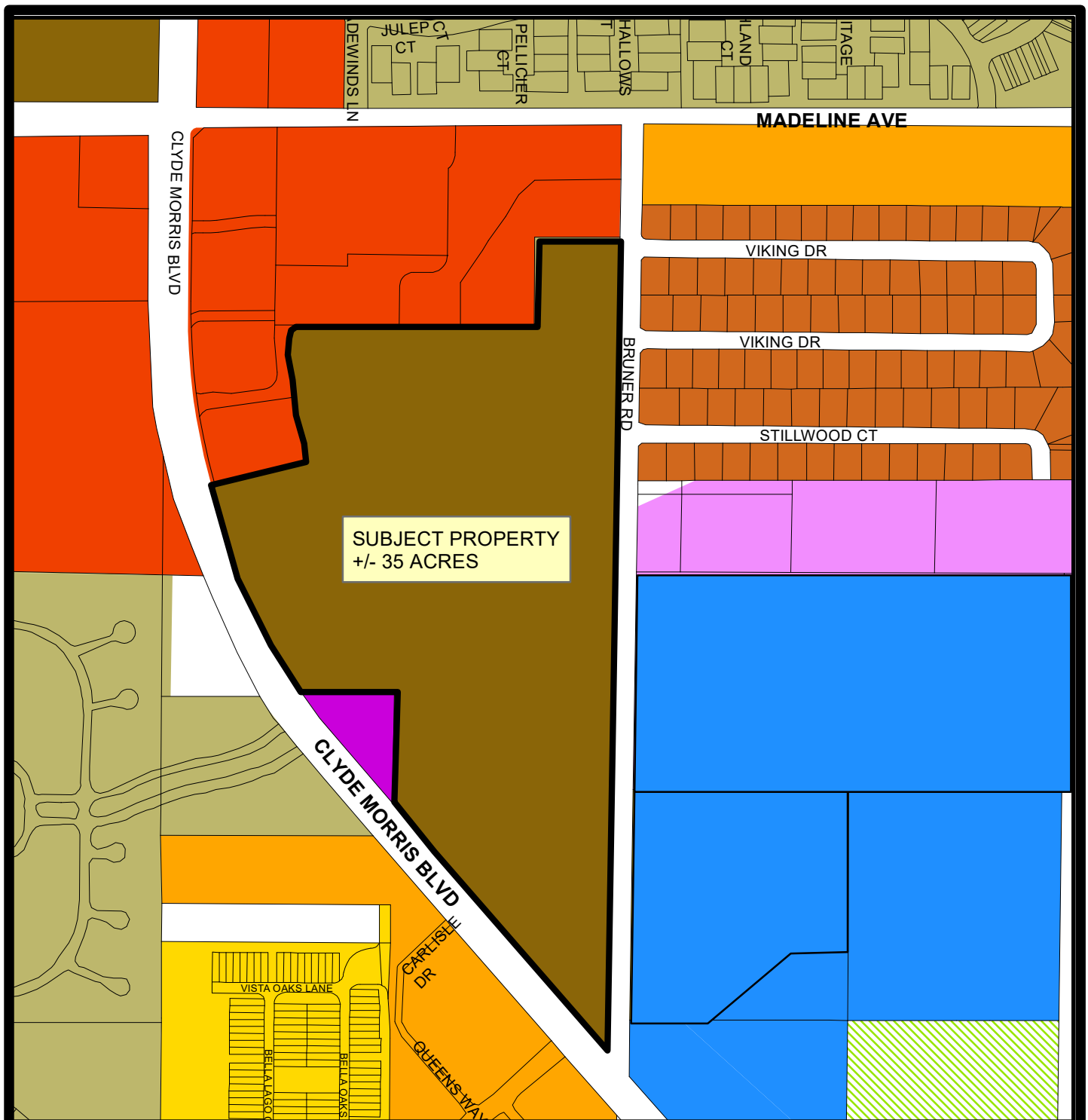
Reviewed and Approved: _____
Shannon K. Balmer, Assistant City Attorney

Exhibit 1

A PARCEL OF LAND LYING IN SECTIONS 6 AND 7, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF LOT 6, PALMETTO POINTE MARKETPLACE AS RECORDED IN PLAT BOOK 56, PAGE 191 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE NORTHERLY ALONG THE SOUTH LINE OF SAID LOT 6, $N75^{\circ}50'34''E$, 283.80 FEET TO THE EAST LINE OF SAID LOT 6 AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 1575.61 FEET, A CENTRAL ANGLE OF $12^{\circ}34'31''$ AND A CHORD BEARING OF $N09^{\circ}01'16''E$, THENCE NORTHERLY ALONG THE EAST LINE OF SAID LOT 6 AND THE EAST LINE OF TRACT C AND ALONG THE ARC OF SAID CURVE, 345.81 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 44.50 FEET, A CENTRAL ANGLE OF $93^{\circ}13'51''$ AND A CHORD BEARING OF $N43^{\circ}51'13''E$, THENCE NORTHEASTERLY ALONG THE EAST LINE OF TRACT C AND THE ARC OF SAID CURVE, 72.41 FEET TO THE SOUTH LINE OF LOT 2, SAID PALMETTO POINTE MARKETPLACE; THENCE ALONG SAID SOUTH LINE OF LOT 2, TRACT D AND TRACT E, SAID PALMETTO POINTE MARKETPLACE $S89^{\circ}31'52''E$, 668.39 FEET; THENCE CONTINUE ALONG TRACT E THE FOLLOWING TWO CALLS, $N00^{\circ}32'03''W$, 253.47 FEET; THENCE $S89^{\circ}25'59''E$, 246.70 FEET TO THE SOUTHEAST CORNER OF TRACT E AND THE WEST RIGHT-OF-WAY LINE OF BRUNER ROAD (60' R/W); THENCE ALONG SAID WEST RIGHT-OF-WAY LINE THE FOLLOWING TWO CALLS, $S01^{\circ}02'42''W$, 926.58 FEET; THENCE $S00^{\circ}36'25''W$, 1378.98 FEET TO THE EASTERLY RIGHT-OF-WAY OF CLYDE MORRIS BOULEVARD (100' R/W); THENCE ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE $N41^{\circ}10'59''W$, 950.95 FEET; THENCE DEPART SAID EASTERLY RIGHT-OF-WAY LINE $N01^{\circ}21'10''E$, 302.95 FEET; THENCE $N89^{\circ}39'19''W$, 254.70 FEET TO EASTERLY RIGHT-OF-WAY LINE OF CLYDE MORRIS BOULEVARD AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 1859.36 FEET, A CENTRAL ANGLE OF $19^{\circ}56'45''$ AND A CHORD BEARING OF $N25^{\circ}06'40''W$, THENCE NORTHERLY ALONG THE EASTERLY RIGHT-OF-WAY LINE OF CLYDE MORRIS BOULEVARD AND THE ARC OF SAID CURVE, 647.28 FEET TO THE POINT OF BEGINNING.

CONTAINING 35.005 ACRES, MORE OR LESS.



ZONING

- Government/Public Use
- Planned Commercial Development
- Planned Unit Development
- R-3L Multi-Family Residential

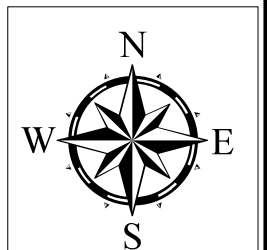
- R-3M Multi-Family Residential
- R-8SF Single Family Residential
- Residential Mobile Home
- Volusia County A-2
- Rural Mobile Home

- Urban Mobile Home



CITY OF PORT ORANGE

DEPARTMENT OF COMMUNITY DEVELOPMENT





REVISED STAFF REPORT CONVENTIONAL REZONING Planned Unit Development (PUD) to Moderate Density Multi-Family Residential (R-3M) CASE NO. 20-60000003

REQUEST:	Rezone $\pm$ 35 acres from Planned Unit Development (PUD) to Moderate Density Multi-Family Residential District (R-3M)
LOCATION:	3835 Clyde Morris Blvd. (Figure 1 – Location Map)
PROPERTY OWNER:	Palmetto Pointe, LLP
APPLICANT:	Jeffrey Brock, Smith Bigman Brock, P.A.
STAFF CONTACT:	Gwen Perney, Senior Planner (386) 506-5673
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION:	Recommended Approval (September 24, 2020)
CITY COUNCIL:	October 20, 2020

Property Overview

Jeffrey Brock, applicant on behalf of the property owner, Palmetto Pointe, LLP, requests to rezone the $\pm$ 35-acre subject property from Planned Unit Development (PUD) to Moderate Density Multi-Family Residential District (R-3M). The property is located along the east side of Clyde Morris Boulevard, south of Madeline Avenue, between Clyde Morris Boulevard and Bruner Road. The rezoning request is a shift from the negotiated PUD zoning district to a conventional residential zoning district that uses the Land Development Code (LDC) to provide development regulations. If the rezoning is approved, the applicant intends to submit a site plan for the development of a 384-unit multi-family complex on the subject property.

Figure 1. Location Map



The applicant's request to change the zoning designation on the subject property does not affect the Comprehensive Plan regarding the extension of Bruner Road from its current southern terminus to Clyde Morris Boulevard. If the rezoning application is approved, Staff has discussed with Volusia County and the potential developer about maintaining the right-of-way for the possible extension of Bruner Road in the future, but NOT constructing Bruner Road from its terminus to Clyde Morris Boulevard as part of developing the subject property. However, the proposed development of subject property will construct a sidewalk along Bruner Road connecting to Clyde Morris Boulevard to increase walkability of the area and reduce vehicular trips to nearby shopping and services.

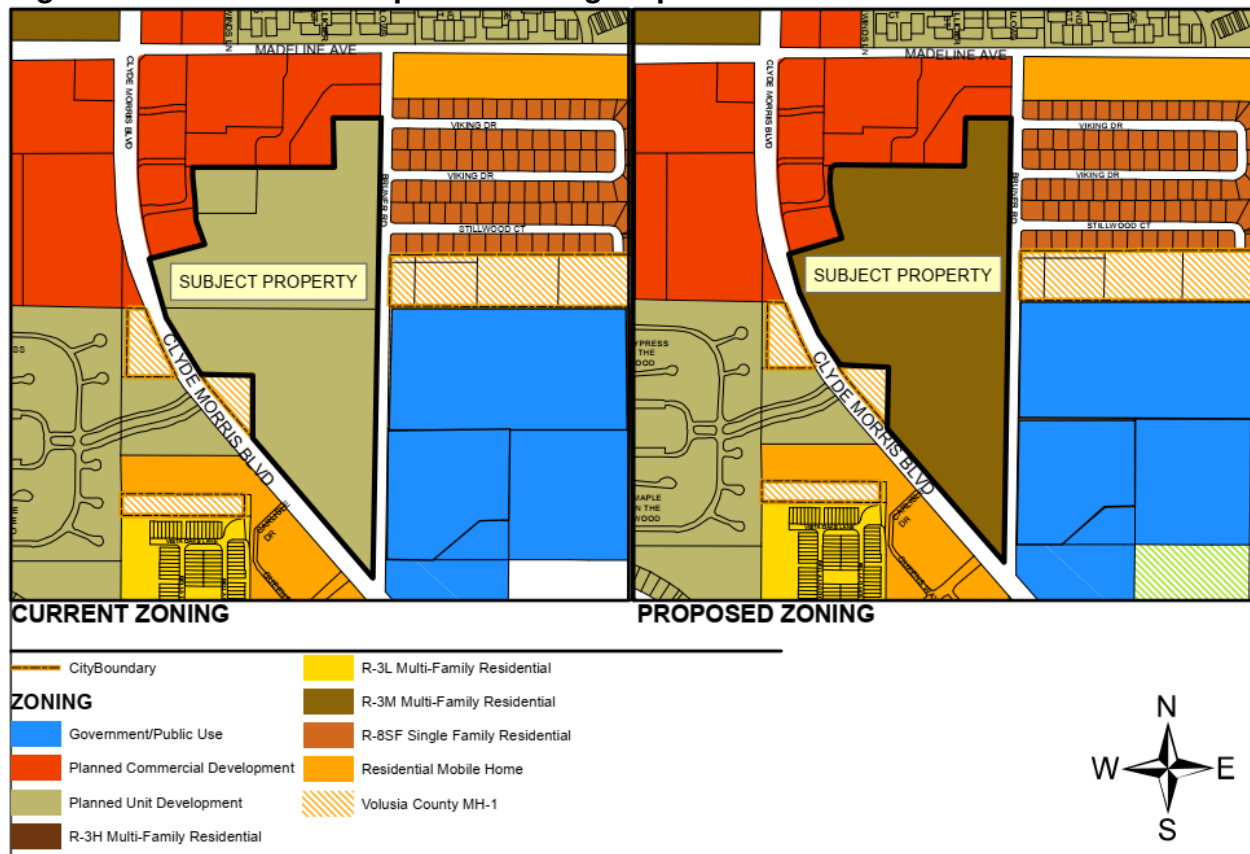
DISCUSSION

The applicant is requesting to rezone the subject property to R-3M with the intent to construct a multi-family development. According to the LDC, the R-3M zoning district is intended to provide moderate density multi-family development on relatively large tracts of land in single or common ownership with a maximum of 12 dwelling units per acre. The proposed R-3M zoning district is consistent with the *Urban High Density Residential* (8-16 units/acre) Future Land Use (FLU) designation that the applicant has applied to change concurrently with the subject rezoning application. A similar property in the City that is zoned R-3M and developed with a multi-family development is The Groves Apartments, located at the northwest corner of Clyde Morris Boulevard and Madeline Avenue.

If approved, the applicant intends to construct a 384-unit apartment complex, with associated site improvements and off-site improvements. The proposed density for the project is ± 10.9 units per acre, which is less than the proposed R-3M zoning district maximum of 12 units per acre.

The subject property was part of the ± 52.73 acre The Palms PUD approved in 2007 which allowed for the development of 451 multi-family units and 187,000 square feet of commercial uses. The MDA for the previously approved The Palms PUD, expired in 2009 and the property remained vacant. In 2015, ± 17.72 acres of the original The Palms PUD were rezoned to the Palmetto Pointe Planned Commercial Development (PCD) and was developed with a commercial development (Walmart Neighborhood Market).

The remaining ± 35 -acre subject property is still vacant and zoned Planned Unit Development (PUD) without a Master Development Agreement (MDA). According to the LDC, the PUD zoning district is intended to provide a variety of housing types with a broad range of housing costs allowing for the integration of differing age groups and socioeconomic classes. However, the LDC does not provide residential permitted uses or dimensional requirements for properties zoned PUD without an MDA. The rezoning of the subject property to R-3M is to establish residential permitted uses and dimensional requirements (minimum lot width and area, building setbacks, maximum height, building coverage, open space, etc.) as provided in the LDC so the property can be developed as a multi-family development (Figure 2).

Figure 2. Current and Proposed Zoning Map

The current PUD zoning on the subject property is a residential designation; however, without an MDA, there are no listed permitted uses or dimensional requirements for the subject property. The PUD zoning district is intended to provide a flexible approach for unique and innovative residential development proposals, which would otherwise not be permitted by this code. Because the applicant intends to develop the site in compliance with the requirements already established in the LDC for a multi-family residential development and does not anticipate any deviations from basic code provisions, the applicant has selected to use a standard zoning district consistent with the proposed FLU designation of the property (See Case No. 20-20000002 Staff Report). Currently, no development can occur until the subject property is rezoned to a conventional City zoning district or a new MDA is approved.

If the subject property is rezoned to the R-3M conventional zoning category, the City's Land Development Code will provide permitted uses and dimensional requirements for any proposed development on the subject property. The dimensional requirements for the R-3M zoning district are shown in Table 1.

Table 1. Dimensional Requirements for the R-3M Zoning District

	Min Living Area/D.U. (Sq. Ft.)	Min Lot Area/D.U.	Min Lot Width	Max Building Coverage	Min Open Space	Front Building Setback	Side Building Setback	Rear Building Setback	Max Building Height
Apartments & Condominiums	600	—	150'	40%	60%	30	25**	25**	45'
Fee simple Townhomes	900	2,000 sq. ft.	20' D.U.	40%	60%	—	—	25**	35'
**Multifamily buildings of greater than 25 feet in height shall have a building setback equal to or greater than the building height									

All future development plans (subdivision and site plan) will require detailed technical review by the Staff Development Review Committee (SDRC) to determine all requirements in the Land Development Code (LDC) and City's Comprehensive Plan are met. Specific site development requirements listed in the LDC, such as the width of the landscape buffers, location and size of the stormwater pipes, water lines, and sewer lines, parking lot design, architectural design, tree and wetland preservation/mitigation, and other development requirements are finalized with the site plan. Site plans are typically a 20 to 50-page set of technical documents that are signed and sealed by a licensed engineer and contain extensive engineering, landscaping, and construction details. The site plan for the subject property will be required to be designed to meet the requirements of the LDC.

As with all development, specific site development proposals for the subject property are subject to concurrency regulations at the time of development such as school and transportation concurrency. Concurrency review determines if the developer is required to construct facilities, or for the developer to enter into a mitigation agreement to pay for their impacts. As for traffic, the developer may need to enter into a Transportation Fair-Share and Concurrency Agreement to pay for part of the scheduled improvements for impacts to the roadway network. Any subsequent development on the subject property will also be required to comply with all federal, state, regional and local regulations pertaining to the protection, relocation, mitigation, and preservation of trees, gopher tortoises, wetlands and other environmental resources.

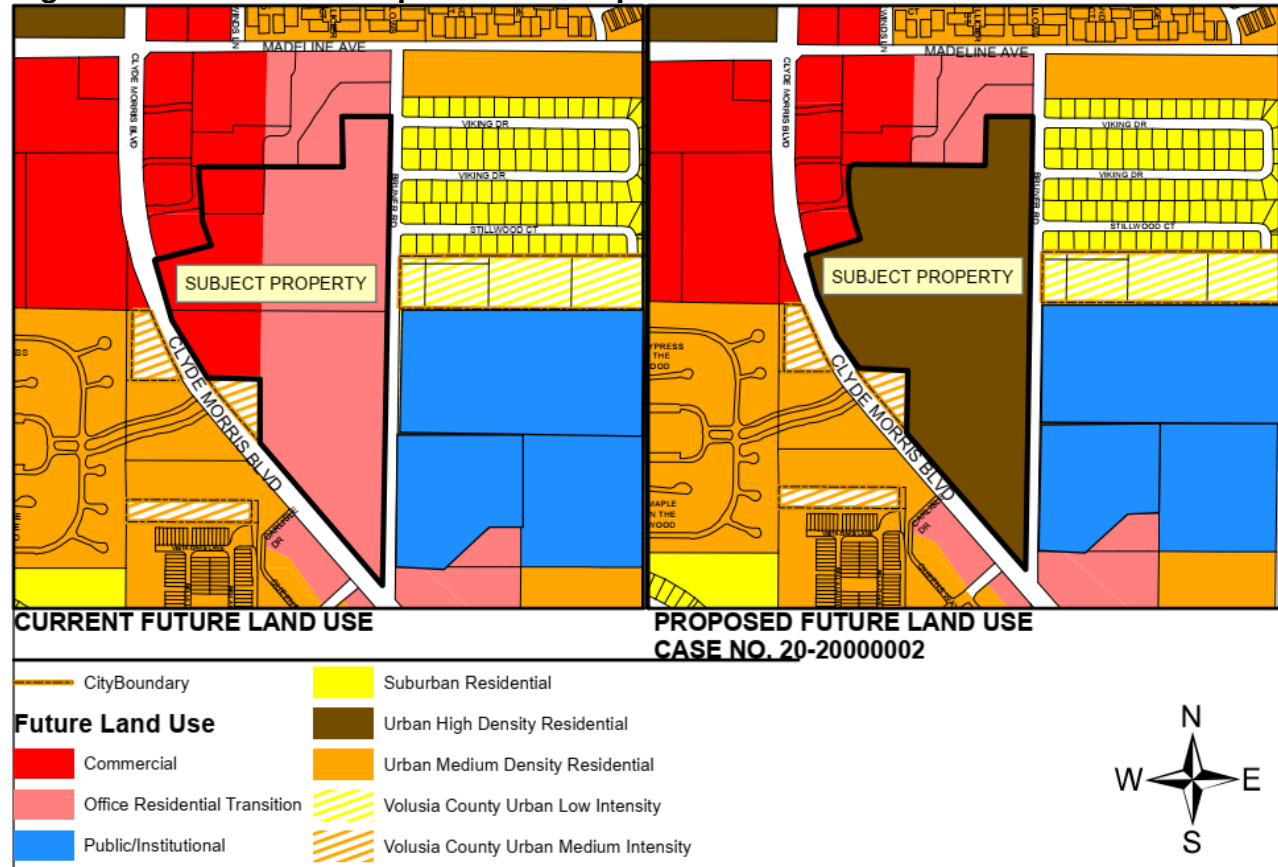
In addition to the standard development requirements in the LDC, there is a specific development requirement for any property zoned R-3M regarding project access. According to the LDC, a property zoned R-3M is required to have direct access onto an arterial or major collector road as designated under the functional classification system in the City's Comprehensive Plan. The subject property has direct access onto Clyde Morris Boulevard, which is designated as an arterial road in the City's Comprehensive Plan and will be required to provide an access point onto Clyde Morris Boulevard. Staff has discussed with the potential developer about maintaining the right-of-way for the possible extension of Bruner Road in the future, but not constructing Bruner Road from its terminus to Clyde Morris Boulevard as part of developing the subject property. However, the LDC does not restrict access from the subject property onto Bruner Road.

The rezoning request was reviewed according to the criteria established in Chapter 3, Section 7 of the Land Development Code (LDC) in terms of consistency with the Comprehensive Plan and the surrounding land uses and zoning.

Consistency with Comprehensive Plan

The applicant has applied to change the FLU designations of the subject property to *Urban High Density Residential (8-16 units per acre)* concurrently with the subject rezoning application (Case No. 20-20000002). The proposed R-3M zoning district is consistent with the proposed *Urban High Density Residential (8-16 units per acre)* FLU designation as the R-3M zoning district allows for multi-family development up to 12 residential units per acre (see Exhibit 1). If the rezoning is approved, the applicant intends to submit a site plan for the development of a 384-unit multi-family apartment complex, at a density of approximately ± 10.9 units/acre, which is consistent with the proposed FLU category and zoning (see Figure 3).

Figure 3. Current and Proposed FLU Map



Compatibility with Surrounding Uses and Zoning

The subject parcel is currently vacant. The surrounding existing land uses, Future Land Use designations, and Zoning classifications are identified in Table 2. The proposed R-3M zoning district will serve as a transition from a higher intensity commercial development at the Clyde Morris Boulevard/Madeline Avenue commercial node and the single-family residential properties to the east. Placement of higher density residential zoning near designated commercial nodes provides density to support existing

commercial development, and future development of the designated commercial node around the intersection of Clyde Morris Boulevard and Madeline Avenue. The existing commercial node centered around the intersection of Clyde Morris Boulevard/Madeline Avenue is designated as a Community Commercial Node. Community Commercial nodes are generally designed to serve the general shopping needs of areas within a ± 2 -mile radius.

The City's Comprehensive Plan, Future Land Use Element encourages the creation of a residential land use pattern that accommodates a diverse housing mix that meets the life-cycle and socio-economic needs of City residents (Objective 4.1), and mixed residential densities in older neighborhoods as a financially feasible alternative to commercial encroachment (Policy 4.2.1). Similar development scenarios in the City exist at the intersection of Clyde Morris Boulevard and Dunlawton Avenue (Ocean Oaks Apartments), Clyde Morris Boulevard and Reed Canal Road (Atlantic Apartments and Reserve at Crystal Lake Apartments), and Village Trail and Dunlawton Avenue (Lakeside Apartments and Park at Countryside Apartments).

Table 2. Surrounding Land Uses and Zoning

Direction	Existing Land Use	FLU Designation	Zoning District
North	Commercial	<i>Commercial/ Office/Residential Transition</i>	Palmetto Pointe Planned Commercial Development (PCD)
South	Clyde Morris Blvd.; Mobile Home Park	<i>Urban Medium Density Residential; Office/Residential Transition</i>	Residential Mobile Home (RMH)
West	Clyde Morris Blvd.; vacant commercial; mobile home park	<i>Commercial; Urban Medium Density Residential</i>	Palmetto Pointe PCD; Groves PCD, Colony in The Wood Planned Unit Development (PUD); Residential Mobile Home (RMH)
East	Bruner Road; Single-Family; City owned land; Police Department	<i>Suburban Residential; Urban Low Intensity; Urban Medium Density Residential; Office/Residential Transition</i>	Single Family Residential (R-8SF); Volusia County MH-1; Multi-Family Residential (R-3L); Government Public Use (GPU)

Schools

The Volusia County School District reviewed the proposed rezoning for impacts to school capacity and determined that there is adequate school capacity for the estimated 49 students anticipated to be generated by the proposed rezoning. If the rezoning is approved, further review will be conducted by the Volusia County School District for capacity reservation for the schools in the proposed development's school zone.

Smart Growth Summary

The proposed rezoning expands housing choices by developing areas of infill or underutilized vacant land within the City that has accesses to existing infrastructure and services (water, sewer, roads, schools, etc.) [Future Land Use Element, Policy 1.2.4 and 2.3.8] and continues a development pattern in this area of offering different residential unit types that can allow for senior citizens to stay within the City as they age, single adults to afford a place to live, and families to find a safe, attractive residential option they can afford near desired amenities and services. Creating residential housing options near established commercial nodes also provides residents with close access to necessary services, creates new business opportunities to serve new and existing residents, and strengthens the local tax base through maintaining and expanding commercial uses.

The proposed development of subject property will connect to the sidewalk network on Clyde Morris Boulevard and construct a sidewalk along Bruner Road connecting to Clyde Morris Boulevard. This will promote walking and biking to established commercial development, offices, services, multi-modal facilities (Votran bus service, sidewalks and bike lanes) along the Clyde Morris Boulevard and Madeline Avenue corridors and provides residents the option of walking, bicycling, taking public transportation to nearby retail, offices, schools, houses of worship, parks, and other amenities. In addition, creating residential housing options near retail, offices, schools, houses of worship, parks, and other amenities can require less vehicle trips and vehicle miles on the City's roadway network as these uses are nearby residential areas.

The infill development of this property with residential uses would utilize existing infrastructure (roads, sewer, water, etc.), discourages sprawl, and is anticipated to maintain or improve local commercial businesses in this area.

Public Notice

On May 22, 2020, staff posted the property notifying the public of the proposed amendment. As of the time this agenda item was prepared, staff has received 20 inquiries regarding the proposed amendment with general inquiries regarding what type of development is being proposed as well as environmental and traffic concerns including opposition of access to Bruner Road as well as the construction of the remainder of Bruner Road.

Staff Recommendation

Staff recommends approval of the request to rezone ±35 acres from Planned Unit Development (PUD) to Moderate Density Multi-family Residential (R-3M) District.

Attachments

Exhibit 1 – List of permitted uses for R-3M

Exhibit 1

Section 12: - Moderate density multifamily residential (R-3M) district.

(a) Purpose and intent. The moderate density multifamily residential (R-3M) district is intended to provide moderate density multifamily development on relatively large tracts of land in single or common ownership.

(b) Permitted uses.

(1) Multifamily dwellings (12 units per gross acre maximum allowable density).

(bb) Permitted uses with special development requirements (chapter 18, section 4).

(1) Assisted living facilities (subsection 1).

(2) Childcare centers (subsection 4).

(3) Clubs, lodges, and fraternal organizations (subsection 5).

(4) Nursing homes (subsection 10).

(5) Community gardens (subsection 5.1).

(c) Special exception uses (chapter 18, section 3).

(1) Houses of worship (subsection 8).

(2) Private schools (subsection 16).



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 12/15/2020

Consent item: No

SUBJECT: (H28) First Reading - Ordinance No. 2020-39 - 2020 Annual Capital Improvements Element (CIE) Update

DEPARTMENT: Community Development

GOAL:

RECOMMENDED MOTION: Move to approve Ordinance No. 2020-39, amending the Capital Improvements Element of the City's Comprehensive Plan, in accordance with Florida Statutes.

SUMMARY: PLANNING COMMISSION ACTION 11/19/20: Recommended approval

Each year, the City is required to amend their Comprehensive Plan Capital Improvements Element (CIE) to include projects from the City's current FY21-26 Capital Improvements Program (CIP). The projects copied from the FY21-26 CIP are primarily improvements needed to maintain the City's adopted level of service (LOS) standards for public facilities. These facilities include water, sewer, stormwater, solid waste, roads, parks, and schools. The FY21-26 CIP was adopted in concept by City Council on August 4, 2020, by Resolution No. 20-29 and it was formally adopted as part of the FY21 Operating and Capital Budgets on September 23, 2020 by Resolution No. 20-48 and 20-49 respectively. The FY21-26 CIP includes various projects to support the LOS for City public facilities. The proposed amendments take these projects previously approved by Council with the CIP and add them into the CIE. All of the required public facilities are at sufficient levels based on adopted Level-of-Service (LOS).

State law requires that local governments update their Comprehensive Plan Capital Improvements Element (CIE) every year to show that they have funded or planned to fund the public facility improvements needed to support their population. The proposed amendments in Exhibit 1 are required to be in the underline/strikethrough format. For each table or text that is to be updated from the prior year (FY20 – 25) to the current year CIP (FY21 – 26) the deleted prior year text is struck through and the added current year text is underlined. Text neither struck through nor underlined remains as existing text.

Project No.: Funding Account No.:

Presenter: Penelope Cruz

ATTACHMENTS:

1.	Ordinance No. 2020-39 with exhibit	Ord 2020-39 CIE.pdf
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2.	Staff Report_2020 CIE Update	Staff Report_2020 CIE Update.pdf
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Penelope Cruz	Created/Initiated - 11/19/2020
Tim Burman	Approved - 11/20/2020
Shannon Balmer	Approved - 12/4/2020
Alan Rosen	Approved - 12/4/2020
Robin Fenwick	Final Approval - 12/4/2020

ORDINANCE NO. 2020-39

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, AMENDING THE
COMPREHENSIVE PLAN CAPITAL IMPROVEMENT
ELEMENT; PROVIDING FOR THE FY2021-2026 FIVE
YEAR SCHEDULE OF CAPITAL IMPROVEMENTS AND
SUPPORTING DATA; PROVIDING FOR REPEAL OF
CONFLICTING ORDINANCES AND RESOLUTIONS;
PROVIDING FOR SEVERABILITY; AND PROVIDING AN
EFFECTIVE DATE.

WHEREAS, after careful review, the Planning Commission, sitting as the Local Planning Agency, has forwarded a recommendation to the City Council regarding the adoption of the Five Year Schedule of Capital Improvements as set forth in the Capital Improvement Element of the Comprehensive Plan for the City of Port Orange including supporting data; and

WHEREAS, Section 163.3177(3), Florida Statutes (2020) requires the City to review the Capital Improvement Element annually, together with other elements or sub-elements that are directly related to the Five Year Schedule of Capital Improvements; and

WHEREAS, the attached documents incorporate data from the Transportation Planning Organization (TPO) Transportation Improvements Program (TIP) and the Volusia County School District Five-Year Work Program; and

WHEREAS, the City Council has provided an opportunity to receive comments and proposals from the general public with regard to the adoption of the Five Year Schedule of Capital Improvements; and

WHEREAS, the City has determined that this ordinance may be published in accordance with Section 166.041(3)(a), Florida Statutes (2020); and

WHEREAS, the City Council has received comments on the proposed amendment to the Comprehensive Plan; 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, 2015-42, 2015-44, 2016-6, 2016-20, 2016-24, 2016-26, 2017-4, 2017-33, 2018-10, 2018-15, 2018-18, 2018-20, 2018-30, 2018-36, 2019-11, 2019-21, 2019-23, 2019-33, 2019-41, 2020-2, 2020-5, 2020-11, 2020-14, 2020-22, and this ordinance; and including Binder No. 2, Supporting Data.

Section 2. The City Council hereby adopts an amendment setting forth the Five Year Schedule of Improvements for the Capital Improvements Element for the Comprehensive Plan City of Port Orange 2010-2025, as attached hereto as **Exhibit “1”**, and incorporated herein by this reference.

Section 3. The Community Development Director or designee is hereby authorized to transmit copies of the proposed amendment to the Capital Improvement Element of the Comprehensive Plan City of Port Orange 2010-2025 to the appropriate agencies and to any other unit of local government.

Section 4. 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 5. 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 6. This ordinance shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the day of

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

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

Exhibit 1

Annual Update to the Capital Improvements Element

~~Strikethrough~~ indicates text is to be deleted; Underline
indicates text is to be added

Please Note: No changes after page 10-29

COMPREHENSIVE PLAN

CAPITAL IMPROVEMENTS ELEMENT

Policy Document

CHAPTER 10: CAPITAL IMPROVEMENTS ELEMENT

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INVENTORY OF MAPS

FIGURE 10 – 1 CAPITAL IMPROVEMENT PROJECTS

INTRODUCTION

Under the 1985 Growth Management Act, local governments are mandated to plan for the availability of public facilities and services to support development and the impacts of such development. The purpose of the Capital Improvements Element (CIE) and the Capital Improvements Schedule (Schedule) is to identify the capital improvements that are needed to implement the Comprehensive Plan and ensure that the adopted Level of Service (LOS) Standards are achieved and maintained for concurrency related facilities.

The 2005 Growth Management Act requires the Schedule to be financially feasible. As defined by Chapter 163.3164(32) F.S., in order for a Schedule to be financially feasible it must demonstrate that sufficient revenues are currently available or will be available from committed funding sources for the first 3 years, or will be available from committed or planned funding sources for years 4 and 5. These revenues must be adequate to fund the projected costs of the capital improvements identified in the comprehensive plan necessary to ensure that adopted LOS standards are achieved and maintained within the period covered by the 5-year Schedule. The requirement that LOS standards be achieved and maintained does not apply if the proportionate-share process set forth in Chapter 163.3180(12) and (16), F.S., is used.

This Element, intended to demonstrate the financial feasibility of the City of Port Orange's Comprehensive Plan, commences in the fiscal year ~~2019/2020~~2020/21 and identifies potential projects for the initial five-year planning period. Individual Capital Improvement needs identified in this Element are, for the most part, those improvements which cost \$25,000 or more and are generally non-recurring purchase items. The capital improvements identified in the other Elements of this Comprehensive Plan are listed with a brief description in Table 1 along with their estimated cost, funding source, and projected year of expenditure. The improvements are listed by type of service, related to the various Elements of the Comprehensive Plan. The Capital Improvements Element addresses existing and future capital improvements needed for at least the first five fiscal years after the adoption of the comprehensive plan. Therefore, Table 1 lists improvements identified for the years ~~2020-2025~~2021-2026.

The capital improvements projects listed in Table 1 are not inclusive of all anticipated capital expenditures by the City during the designated time period. For the most part, the list of improvements has been limited to the capital projects required to meet or maintain adopted LOS standards or implement the Goals, Objectives, and Policies of the Comprehensive Plan. Improvements on a smaller scale (generally under \$25,000 in cost) are outlined in the City's five-year Capital Improvement Program and annual budget as they are needed over time.

CAPITAL IMPROVEMENTS ELEMENT

TABLE 1
CAPITAL IMPROVEMENTS SCHEDULE

Project #	Description	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	Total
WATER								
029408	<u>Water System Replacement/ Upsizing</u>	1,000,000	1,000,000	600,000	400,000	400,000	500,000	3,900,000
	Water/Sewer Operating 401	200,000	200,000	200,000	200,000	200,000	200,000	1,200,000
	Water/Sewer R&R 403	400,000	400,000	400,000	200,000	200,000	300,000	1,900,000
	Water Impact Fee 405	400,000	400,000	-	-	-	-	800,000
	Total	1,000,000	1,000,000	600,000	400,000	400,000	500,000	3,900,000
Planned replacement of undersized galvanized steel piping in older sections of the city and peninsula area. Target areas to be accomplished based on current priorities. (Consistent w/ Comp Plan: Pot. Water, Policy 1.1, 2.6 and 2.7)								
029409	<u>Water System Extensions/ Upsizing</u>	50,000	50,000	50,000	50,000	50,000	50,000	300,000
	Water Impact Fee 405	50,000	50,000	50,000	50,000	50,000	50,000	300,000
	Total	50,000	50,000	50,000	50,000	50,000	50,000	300,000
Provide water service to existing residential areas not presently served by the City and provide for greater system redundancy and looping. Additional water main installations that serve to reinforce the distribution system to eliminate or avoid areas of substandard water pressure. (Consistent w/ Comp Plan: Pot. Water, Policy 2.2, 2.4 and 2.5)								
039493	<u>Water Treatment Plant R&R - Equipment</u>	225,000	250,000	275,000	300,000	325,000	350,000	1,725,000
	Water/Sewer Operating 401	25,000	25,000	25,000	25,000	25,000	25,000	150,000
	Water/Sewer R&R 403	200,000	225,000	250,000	275,000	300,000	325,000	1,575,000
	Total	225,000	250,000	275,000	300,000	325,000	350,000	1,725,000
Planned improvements for City's water treatment plant and various wells per Table 2A Water Treatment Plant Improvements. (Consistent w/ Comp Plan: Pot. Water, Policy 1.7 and San. Swr., Policy 1.6)								
039494	<u>Water Treatment Plant 1- Million Gallon Water Storage Tank</u>	-	1,500,000	-	-	-	-	1,500,000
	Sewer Impact Fee 405	-	1,500,000	-	-	-	-	1,500,000
	Total	-	1,500,000	-	-	-	-	1,500,000
The water plant produces and distributes an average of 6 million gallons per day of drinking water. The plant has one water storage tank that holds 1 million gallons. The tank was constructed in 1983. There are three storage tanks located throughout the City to store a total of 4.5 million gallons of water. In order to ensure water can be produced and distributed continuously from the treatment plant, an additional storage tank needs to be constructed. It is recommended that a one million gallon tank be constructed on the property adjacent to the water plant. The City owns the property. The existing pumping equipment would be sufficient to distribute the water from the new tank. Since this is an expansion of service to our customers, water impact fee funds could be used (Consistent w/ Comp Plan: Pot. Water, Objectives 1 & 2, Policy 2.1)								
039495	<u>Water Treatment Plant-Raw Water Main Replacement</u>	-	-	3,000,000	-	-	-	3,000,000
	Water/Sewer R&R 403	-	-	3,000,000	-	-	-	3,000,000
	Total	-	-	3,000,000	-	-	-	3,000,000

CAPITAL IMPROVEMENTS ELEMENT

Project #	Description	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	Total
There is currently only one pipeline from the wellfield on Shuntz Road to the Garnsey Water Treatment Plant. This pipeline provides 80% of the well water into the treatment plant. The 30-inch diameter, 5 mile long prestressed concrete pipeline has been in service over 30 years. It is a specialty pipe that staff cannot repair in house. In fact, there are very few specialty firms that can repair this type of pipeline. Should the pipe fail, damages would be significant to the surrounding area and significantly impair the treatment plants ability to supply drinking water to the customers. This project would provide a secondary pipeline to the treatment plant to provide reliability on the system. (Consistent w/ Comp Plan: Pot. Water, Objectives 1 & 2)								
028812	Water Treatment Plant-Supply Wells	-	10,000	20,000	20,000	20,000	20,000	90,000
Water/Sewer R&R 403		-	10,000	20,000	20,000	20,000	20,000	90,000
	Total	-	10,000	20,000	20,000	20,000	20,000	90,000
This program is the ongoing purchase of equipment and materials to repair and/or replace the equipment upon failure. The program maintains compliance with SJRWMD and FDEP requirements for operation of a Water Treatment Plant. (Consistent w/ Comp Plan: Pot. Water, Objectives 1 & 2, Policy 2.1)								
028813	Production Well Replacement	-	250,000	250,000	225,000	250,000	250,000	1,225,000
Water/Sewer R&R 403		-	250,000	250,000	225,000	250,000	250,000	1,225,000
	Total	-	250,000	250,000	225,000	250,000	250,000	1,225,000
This project is to replace four wells that are impacting water quality due to increase salinity levels. The wells, constructed in 1973, can not be rehabilitated. This project is to replace the four wells, one per year. (Consistent w/ Comp Plan: Pot. Water, Objectives 1 & 2, Policy 2.1)								
NEW	Water System Rehab - 16" Water Main River Crossing	180,000	2,000,000	-	-	-	-	2,180,000
Water/Sewer R&R 401		180,000	-	-	-	-	-	180,000
Water/Sewer R&R 403		-	2,000,000	-	-	-	-	2,000,000
	Total	180,000	2,000,000	-	-	-	-	2,180,000
The existing pipeline was installed in late 1980 and constructed of ductile iron pipes. The western section of the water main was installed in shallow trenches via dredging and thus are exposed to salt water. In the winter months of 2020 the pipeline had failures at two different locations, both times a hole approximately 6" x 9" was found, and repair bands were installed at both locations. This watermain is one of two mains that provide potable water and fire protection to Ponce Inlet, Daytona Beach Shores and unincorporated Wilber by the Sea. A new pipeline is needed to provide more reliability and save money on costly point repairs to the existing pipeline. (Consistent w/ Comp Plan: Pot. Water, Objectives 1 & 2, Policy 2.1)								
TOTAL - WATER		1,275,000	3,060,000	4,195,000	995,000	1,045,000	1,170,000	11,740,000
SANITARY SEWER								
049467	Sewer System Rehab.	650,000	700,000	750,000	750,000	750,000	750,000	4,350,000
Water/Sewer Operating 401		650,000	700,000	750,000	750,000	750,000	750,000	4,350,000
	Total	650,000	700,000	750,000	750,000	750,000	750,000	4,350,000
There are currently 110 lift stations in the collection system. This is an on-going repair and rehabilitation project for the sewer collection system at each lift station. The scope of work will depend upon the condition, age and capacity of the pipeline. (Consistent w/ Comp Plan: San. Swr., Policy 1.5 and 4.3)								
038964	Water Reclamation Facility R&R	500,000	850,000	900,000	950,000	1,000,000	1,050,000	5,250,000
Water/Sewer Operating 401		50,000	50,000	50,000	50,000	50,000	50,000	300,000
Water/Sewer R&R 403		450,000	800,000	850,000	900,000	950,000	1,000,000	4,950,000
	Total	500,000	850,000	900,000	950,000	1,000,000	1,050,000	5,250,000

CAPITAL IMPROVEMENTS ELEMENT

Project #	Description	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	Total
Scheduled facility repair and equipment replacement of electrical and mechanical system components for the City's wastewater treatment plant per Table 2D Wastewater Treatment Plant Improvements. (Consistent w/ Comp Plan: Pot. Water, Policy 1.1 and 2.6 along with San. Swr, Policy 1.6)								
049468	Sewer System Rehab - Force Main River Crossing	2,000,000	-	-	-	-	-	2,000,000
Sewer Impact Fee 405		1,000,000	-	-	-	-	-	1,000,000
Future Grant Bonds		1,000,000	-	-	-	-	-	1,000,000
	Total	2,000,000	-	-	-	-	-	2,000,000
Scheduled facility repair and equipment replacement of electrical and mechanical system components for the City's wastewater treatment plant per Table 2D Wastewater Treatment Plant Improvements. (Consistent w/ Comp Plan: Pot. Water, Policy 1.1 and 2.6 along with San. Swr, Policy 1.6)								
038972	Water Reuse Program	-	3,000,000	-	-	-	-	3,000,000
Sewer Impact Fee 405		-	3,000,000	-	-	-	-	3,000,000
	Total	-	3,000,000	-	-	-	-	3,000,000
A three million gallon ground storage tank with pump station to provide additional reuse supply for irrigation and minimize discharge to the Halifax River. Location to be identified in utility master plan. Staff will apply for grant funding. Current grant funding from SFRWMD is 33% for shovel ready projects. (Consistent w/ Comp Plan: San. Swr, Objective 3)								
089409	Sewer System Expansion	-	3,000,000	3,000,000	300,000	3,000,000	-	9,300,000
Water/Sewer Operating 401		-	-	-	300,000	-	-	300,000
Sewer Impact Fee 405		-	2,000,000	2,000,000	-	2,000,000	-	6,000,000
Future Grant/Bonds		-	1,000,000	1,000,000	-	1,000,000	-	3,000,000
	Total	-	3,000,000	3,000,000	300,000	3,000,000	-	9,300,000
Sewer system construction at locations that are currently on septic. The locations and the priorities have been determined and design has been initiated. (Consistent w/ Comp Plan: San. Swr., Policy 2.2 and 2.3)								
	TOTAL - SANITARY SEWER	3,150,000	7,550,000	4,650,000	2,000,000	4,750,000	1,800,000	23,900,000
WATER & SANITARY SEWER								
038710	City Cost Participation	50,000	50,000	50,000	50,000	50,000	50,000	300,000
Water Impact Fee 405		25,000	25,000	25,000	25,000	25,000	25,000	150,000
Sewer Impact Fee 405		25,000	25,000	25,000	25,000	25,000	25,000	150,000
	Total	50,000	50,000	50,000	50,000	50,000	50,000	300,000
Citywide annual cost participation program with new development to upsize various water and sewer lines, extension of various mains, upsizing of lift stations, and other miscellaneous items. (Consistent w/ Comp Plan: San. Swr., Policy 4.2 and Pot. Water, Policy 2.5 & 2.7)								
	TOTAL - WATER & SANITARY SEWER	50,000	50,000	50,000	50,000	50,000	50,000	300,000
TRANSPORTATION								
430201	Road Program	800,000	800,000	800,000	800,000	800,000	800,000	4,800,000
Capital Projects 301		800,000	800,000	800,000	800,000	800,000	800,000	4,800,000
	Total	800,000	800,000	800,000	800,000	800,000	800,000	4,800,000
Annual citywide resurface program for existing streets and collector roads, per Table 1E Street Resurfacing Projects. (Consistent w/ Comp Plan: Transp. Objective 2.14 and 2.7)								

CAPITAL IMPROVEMENTS ELEMENT

Project #	Description	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	Total
200905	<u>Williamson Blvd. N. of Pavilion</u>	-	220,000	261,000	2,200,000	-	-	2,681,000
<u>Developer Fairshare Contr. (Planned)</u>		-	220,000	261,000	2,200,000	-	-	2,681,000
	Total	-	220,000	261,000	2,200,000	-	-	2,681,000
This project involves adding 2 lanes to the existing 2 lane Williamson Blvd. roadway from the north boundary of the Pavilion project north to Townwest Blvd., a 0.53-mile section. Project cost estimates are based on construction of an additional 2 travel lanes within the existing right-of-way with minimal impact to the existing roadway. The new construction will require stormwater treatment and it will be necessary to acquire an estimated 1 acre of off-site property for this purpose. (Consistent w/ Comp Plan: Transp. Objective 2.6, 2.7, 2.13, and 2.14)								
200907	<u>Coraci Blvd. Extension</u>	-	-	257,000	2,150,000	-	-	2,407,000
<u>Developer Fairshare Contr. (Planned)</u>		-	-	257,000	2,150,000	-	-	2,407,000
	Total	-	-	257,000	2,150,000	-	-	2,407,000
This project involves construction of a 1/2 mile 2-lane divided roadway extending Coraci Blvd. 2600' from the south limits of Coquina Cove III to Carmody Lake Drive within the existing undeveloped right-of way. Drainage improvements are projected to be constructed in the right-of-way. This will serve as an alternate route and reliever route for traffic generated by the Forest Lakes subdivision and to a lesser extent to Coquina Cove and reduce impacts on Taylor Road. This roadway is indicated as a future collector road in the Comprehensive Plan. (Consistent w/ Comp Plan: Transp. Objective 2.7, 2.10, and 2.14)								
201008	<u>Yorktowne Blvd North Section (Nautica Lakes)</u>	-	45,700	1,200,000	-	-	-	1,245,700
<u>Developer Fairshare Contr. (Planned)</u>		-	-	1,200,000	-	-	-	1,200,000
<u>Trans Impact Fee 312</u>		-	45,700	-	-	-	-	45,700
	Total	-	45,700	1,200,000	-	-	-	1,245,700
This project is proposed as either a 2-lane or 4-lane divided curb and gutter road designed to major collector street standards. The roadway design is complete and was done in conjunction with the Nautica Lakes development. This improvement is required to complete the Yorktowne Blvd. connection between Hidden Lakes Dr. and Willow Run Blvd. Completion of these sections would redirect traffic and relieve congestion at the I-95/Dunlawton Ave. intersection and Williamson Boulevard, south of Willow Run Boulevard. (Consistent w/ Comp Plan: Transp. Objective 2.7, 2.9, 2.13 and 2.14)								
201015	<u>Willow Run Boulevard Widening</u>	-	200,000	1,125,000	-	-	-	1,325,000
<u>Capital Projects 301</u>		-	200,000	-	-	-	-	200,000
<u>TPO Funds</u>		-	-	1,125,000	-	-	-	1,125,000
	Total	-	200,000	1,125,000	-	-	-	1,325,000
A 1/4 mile segment of Willow Run east of Williamson Boulevard to the proposed intersection of the Yorktowne Boulevard extension will need to be improved to accommodate future traffic flows diverted from Williamson Boulevard and future traffic on the new Yorktowne north extension. A traffic circle or other improvements at the Willow Run/Yorktowne intersection will be considered as part of the design. (Consistent w/ Comp Plan: 2.7, 2.9, 2.13, and 2.14)								
201647	<u>WB Dnlwtn Ave Right Turn Lane and City Center Prkw</u>	148,639	617,050	-	-	-	-	765,689
<u>Capital Projects 301</u>		14,864	61,705	-	-	-	-	76,569
<u>TPO Funds</u>		133,775	555,345	-	-	-	-	689,120
	Total	148,639	617,050	-	-	-	-	765,689

CAPITAL IMPROVEMENTS ELEMENT

Project #	Description	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	Total
This project consists of a proposal to construct a westbound right turn lane on Dunlawton Avenue at the intersection with City Center Parkway to improve traffic flow and reduce delays for turning vehicles and Dunlawton Avenue through vehicles. No additional right-of-way should be needed for this project. The project will add roadway capacity at the intersection and reduce delays for westbound Dunlawton Avenue vehicles turning right. (Consistent w/ Comp Plan: Transp. Objective 2.7, Policy 2.7.3)								
201750	Eastbound Dunlawton Ave Right Turn Lane at Clyde Morris Blvd.	111,448	678,616	-	-	-	-	790,064
Capital Projects 301		11,145	67,862	-	-	-	-	79,007
TPO Funds		100,303	610,754	-	-	-	-	711,057
	Total	111,448	678,616	-	-	-	-	790,064
This project consists of a proposal to construct a right turn lane on eastbound Dunlawton Avenue at the intersection with Clyde Morris Boulevard to improve traffic flow and reduce delays for turning vehicles and through vehicles. No additional right-of-way should be needed for this project. The project will add roadway capacity at the intersection and reduce delays for eastbound vehicles turning right. (Consistent w/ Comp Plan: 2.7, 2.9, 2.13, and 2.14)								
201751	WB Dunlawton Ave Right Turn Lane at Nova Rd.	-	260,000	142,726	698,629	-	-	1,101,355
Capital Projects 301		-	-	14,273	69,863	-	-	84,136
General Capital Replacement 317		-	260,000	-	-	-	-	260,000
TPO Funds		-	-	128,453	628,766	-	-	757,219
	Total	-	260,000	142,726	698,629	-	-	1,101,355
This project consists of a proposal to construct a right turn lane on westbound Dunlawton Avenue at the intersection with Nova Road to improve traffic flow and reduce delays for turning vehicles and through vehicles. Additional right-of-way is needed for this project prior to design being funded. The project will add roadway capacity at the intersection and reduce delays for westbound vehicles turning right. (Consistent w/ Comp Plan: 2.7, 2.9, 2.13, and 2.14)								
201856	EB & WB Herbert St. Turn Lanes at Nova Rd.	-	18,000	100,000	660,000	-	-	778,000
Capital Projects 301		-	-	10,000	66,000	-	-	76,000
TPO Funds		-	18,000	90,000	594,000	-	-	702,000
	Total	-	18,000	100,000	660,000	-	-	778,000
The project consists of looking at options to modify the intersection of Nova Road and Herbert Street to improve movement through the intersection. The intersection experiences congestion throughout the day, most notably in the morning and late afternoon. Additional right-of-way is anticipated to be needed for any intersection improvements. • Option 1: Extend the stacking area for the existing left-turn lane on eastbound Herbert Street at Nova Road, realigning the westbound Herbert Street travel lane, along with necessary improvements to the intersection. • Option 2: Modify eastbound Herbert Street at Nova Road to create a left-turn lane, right-turn lane, and a thru lane. Also, realigning the westbound Herbert Street travel lane and realigning the westbound Herbert Street travel lane, along with necessary improvements to the intersection. • Option 3: Other modifications or design alternatives that the consultant, selected by the TPO to prepare the Feasibility Study, can recommend to improve movement through the intersection, specifically for vehicles turning onto Nova Road and Herbert Street. (Consistent w/ Comp Plan: Transp. Objective 2.7, Policy 2.7.3)								
New-002	Madeline Ave Widening between Clyde Morris and Nova Rd	20,000	200,000	1,125,000	-	-	-	1,345,000
Transportation Impact Fee 312		2,000	20,000	112,000	-	-	-	134,000

CAPITAL IMPROVEMENTS ELEMENT

Project #	Description	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	Total
TPO Funds		18,000	180,000	1,013,000	-	-	-	1,211,000
	Total	20,000	200,000	1,125,000	-	-	-	1,345,000
his project consists of widening the current vehicle travel lanes on Madeline Avenue between Clyde Morris and Nova Road. The proposed improvements are anticipated to be constructed within the existing right-of-way of Madeline Avenue; additional right-of-way is not anticipated to be requested for this project. Removal of existing tree within the right-of-way may be required to accomodate the widening to improve driver safety, maintain sidewalks, LOS capacity, safety conditions, and long-term maintenace. The City submitted the project for TPO funding in Spring 2020. Under the current policy, the TPO will fund up to 90% of the project design and construction cost and the City will fund 10% of the project. Once ranked by the TPO, a feasibility study will be conducted; upon construction, the project will be eligible for inclusion in the TPO program if the City commits to support the design and construction phases. The estimated design and construction cost of the project will be adjusted after the feasibility study is completed.								
201964	Taylor Rd./Clyde Morris Blvd. Intersection Improvement	20,000	50,000	350,000	-	-	-	420,000
Transportation Impact Fee 312		2,000	5,000	80,000	-	-	-	87,000
TPO Funds		18,000	45,000	270,000	-	-	-	333,000
	Total	20,000	50,000	350,000	-	-	-	420,000
The project consists of looking at options to modify the intersection at Taylor Rd./Clyde Morris Blvd. to improve movement through the intersection, specifically the eastbound Taylor Rd. through movement and left turn on to Clyde Morris Blvd.. Additional right of way is anticipated for any intersection improvements. (Consistent w/ Comp Plan: Transp. Objective 2.7, Policy 2.7.3)								
202065	Dunlawton Ave. Existing Left Turn Lanes Extension	-	149,150	618,055	-	-	-	767,205
Capital Projects 301		-	14,915	61,805	-	-	-	76,720
TPO Funds		-	134,235	556,250	-	-	-	690,485
	Total	-	149,150	618,055	-	-	-	767,205
The project consists of extending the existing left turn lanes along Dunlawton Ave. at the intersection of I-95 (westbound), Yorktowne Blvd. (westbound), Clyde Morris Blvd. (westbound), and Victoria Gardens Blvd. (westbound) to improve traffic flow and roadway capacity, reduce delays for turning and through movements, improve intersection safety and reduce damage and maintenance costs for the medians. Additional right of way is not anticipated to be needed for this project. (Consistent w/ Comp Plan: Transp. Objective 2.7, Policy 2.7.3)								
202067	NB Clyde Morris Blvd. Right Turn Lane at Reed Canal Rd.	-	275,500	488,000	-	-	-	763,500
Capital Projects 301		-	162,550	48,800	-	-	-	211,350
TPO Funds		-	112,950	439,200	-	-	-	552,150
	Total	-	275,500	488,000	-	-	-	763,500
The project consists of a right turn lane on northbound Clyde Morris Blvd. at the intersection with Reed Canal Rd. to improve traffic flow, reduce delays for turning and through movements and improve intersection safety. Additional right of way is not anticipated to be needed for this project. The project will add roadway capacity at the intersection and reduce delays for northbound vehicles turning right or through northbound traffic. (Consistent w/ Comp Plan: Transp. Objective 2.7, Policy 2.7.3)								
202068	NB Clyde Morris Blvd. Right Turn Lane at Madeline Ave.	-	75,000	440,000	-	-	-	515,000

CAPITAL IMPROVEMENTS ELEMENT

Project #	Description	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	Total
Capital Projects 301		-	7,500	44,000	-	-	-	51,500
TPO Funds		-	67,500	396,000	-	-	-	463,500
	Total	-	75,000	440,000	-	-	-	515,000
The project consists of a right turn lane on northbound Clyde Morris Blvd. at the intersection with Madeline Ave. to improve traffic flow, reduce delays for turning and through movements and improve intersection safety. Additional right of way is not anticipated to be needed for this project. The project will add roadway capacity at the intersection and reduce delays for northbound vehicles turning right or through northbound traffic. (Consistent w/ Comp Plan: Transp. Objective 2.7, Policy 2.7.3)								
202069	SB Clyde Morris Blvd. Right Turn Lane at Willow Run Blvd.	-	135,750	483,000	-	-	-	618,750
Capital Projects 301		-	58,575	48,300	-	-	-	106,875
TPO Funds		-	77,175	434,700	-	-	-	511,875
	Total	-	135,750	483,000	-	-	-	618,750
The project consists of a right turn lane on southbound Clyde Morris Blvd. at the intersection with Willow Run Blvd. to improve traffic flow, reduce delays for turning and through movements and improve intersection safety. Additional right of way is not anticipated to be needed for this project. The project will add roadway capacity at the intersection and reduce delays for southbound vehicles turning right or through southbound traffic. (Consistent w/ Comp Plan: Transp. Objective 2.7, Policy 2.7.3)								
202070	SB Clyde Morris Blvd. Right Turn Lane at Madeline Ave.	-	217,000	510,350	-	-	-	727,350
Capital Projects 301		-	111,700	51,035	-	-	-	162,735
TPO Funds		-	105,300	459,315	-	-	-	564,615
	Total	-	217,000	510,350	-	-	-	727,350
The project consists of a right turn lane on southbound Clyde Morris Blvd. at the intersection with Madeline Ave. to improve traffic flow, reduce delays for turning and through movements and improve intersection safety. Additional right of way is not anticipated to be needed for this project. The project will add roadway capacity at the intersection and reduce delays for southbound vehicles turning right or through southbound traffic. (Consistent w/ Comp Plan: Transp. Objective 2.7, Policy 2.7.3)								
202072	SB & NB Yorktowne Blvd. Right Turn Lanes at Dunlawton Ave.	20,000	115,000	660,000	-	-	-	795,000
Transportation Impact Fee 312		2,000	11,500	66,000	-	-	-	79,500
TPO Funds		18,000	103,500	594,000	-	-	-	715,500
	Total	20,000	115,000	660,000	-	-	-	795,000
The project consists of a right turn lane on southbound Yorktowne Blvd. at the intersection with Dunlawton Ave. and extension of the existing right turn lane for northbound Yorktowne Blvd. at the intersection with Dunlawton Ave. to improve traffic flow, reduce delays for turning and through movements and improve intersection safety. Additional right of way is not anticipated to be needed for this project. The project will add roadway capacity and reduce delays at the intersection. (Consistent w/ Comp Plan: Transp. Objective 2.7, Policy 2.7.3)								

CAPITAL IMPROVEMENTS ELEMENT

Project #	Description	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	Total
<u>202073</u>	<u>Spruce Creek Elem. School EB Taylor Rd. Right Turn Lane and Pedestrian Improvement</u>	-	-	<u>75,000</u>	<u>440,000</u>	-	-	<u>515,000</u>
Capital Projects 301		-	-	<u>7,500</u>	<u>44,000</u>	-	-	<u>51,500</u>
TPO Funds		-	-	<u>67,500</u>	<u>396,000</u>	-	-	<u>463,500</u>
	Total	-	-	<u>75,000</u>	<u>440,000</u>	-	-	<u>515,000</u>
The project consists of a right turn lane on eastbound Taylor Rd. at the intersection with Spruce Creel Elementary School to improve safety, improve traffic flow, reduce delays for turning vehicles and through vehicles during school drop off and pick up. Additionally, pedestrian improvements and modifications to the left turn lane could also be accomplished with this project. The project will improve safety at the school, improve roadway capacity and reduce delays for eastbound and westbound vehicles. (Consistent w/ Comp Plan: Transp. Objective 2.7, Policy 2.7.3)								
TOTAL - TRANSPORTATION		<u>1,100,087</u>	<u>3,856,766</u>	<u>7,510,131</u>	<u>6,948,629</u>	<u>800,000</u>	<u>800,000</u>	<u>21,015,613</u>
DRAINAGE								
<u>201439</u>	<u>Halifax River Outfall Replacement</u>	-	<u>285,430</u>	<u>285,430</u>	<u>285,430</u>	<u>285,430</u>	<u>285,430</u>	<u>1,427,150</u>
Drainage Fund 412		-	<u>285,430</u>	<u>285,430</u>	<u>285,430</u>	<u>285,430</u>	<u>285,430</u>	<u>1,427,150</u>
	Total	-	<u>285,430</u>	<u>285,430</u>	<u>285,430</u>	<u>285,430</u>	<u>285,430</u>	<u>1,427,150</u>
There are 14 stormwater discharge outfalls directly to the Halifax River throughout the City. Many of these outfalls are constructed of metal pipes that have corroded throughout the years due to the harsh salt water environment. These pipes need to be replaced with Reinforced Concrete Pipe; in addition, headwalls will need to be constructed or reconstructed to accommodate the reinforced concrete pipe and possibly upsized in the diameter of the pipe. Also, the storm water pipe networks associated with the outfalls are tidally influenced which allows river water to enter the networks and equalize to the tidal water level. This project presents an opportunity to install engineered tidal gates at all locations where flooding issues are caused by tidal surcharge and lack of stormwater capacity. (Consistent w/ Comp Plan: Drainage, Policy 1.2 through 1.4)								
<u>201441</u>	<u>Southwinds Stormwater Pond Outfall Retrofit</u>	<u>45,000</u>	-	-	-	-	-	<u>45,000</u>
Drainage Fund 412		<u>45,000</u>	-	-	-	-	-	<u>45,000</u>
	Total	<u>45,000</u>	-	-	-	-	-	<u>45,000</u>
This project involves modification to the existing stormwater ponds of the Southwinds neighborhood stormwater system. Currently, the subdivision does not have a positive stormwater outfall discharge. An engineered plan will be required to design and permit an outfall. (Consistent w/ Comp Plan: Drainage, Policy 1.2 through 1.4)								
<u>201645</u>	<u>White Place & Riverside Drive Drainage Improvement</u>	<u>25,000</u>	-	-	-	-	-	<u>25,000</u>
Drainage Fund 412		<u>25,000</u>	-	-	-	-	-	<u>25,000</u>
	Total	<u>25,000</u>	-	-	-	-	-	<u>25,000</u>
Analyze, design, and construct improvements to White Place and Riverside Drive drainage system to improve storm water storage and conveyance to reduce potential for flooding. Improvements will include the boring and installation of properly sized pipe. (Consistent w/ Comp Plan: Drainage, Policy 1.2 through 1.4)								
<u>201647</u>	<u>Pipe Repair and Replacement</u>	<u>350,000</u>	<u>350,000</u>	<u>350,000</u>	<u>350,000</u>	<u>350,000</u>	<u>350,000</u>	<u>2,100,000</u>
Drainage Fund 412		<u>350,000</u>	<u>350,000</u>	<u>350,000</u>	<u>350,000</u>	<u>350,000</u>	<u>350,000</u>	<u>2,100,000</u>

CAPITAL IMPROVEMENTS ELEMENT

Project #	Description	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	Total
	Total	350,000	350,000	350,000	350,000	350,000	350,000	2,100,000
R & R funding to Replace/repair deteriorated and/or undersized corrugated metal pipes with properly sized reinforced concrete pipe or liners to improve storm water conveyance to reduce potential for flooding. (Consistent w/ Comp Plan: Drainage, Policy 1.2 through 1.4)								
201866	Storm Water Master Plan Phase II	100,000	-	-	-	-	-	100,000
Drainage Fund 412		100,000	-	-	-	-	-	100,000
	Total	100,000	-	-	-	-	-	100,000
The Stormwater Master plan update will identify corrective measures to alleviate existing deficiencies in the system and proactively plan for new improvements needed to accommodate future development. The Stormwater Master Plan will help prioritize spending for future capital drainage projects and ensure existing stormwater drainage systems are adequately and proactively maintained. The current estimated cost to update the Stormwater Master Plan is \$605,000.00. Phase 1 of the plan began in Fiscal Year 2016 at a cost of \$247,340.00. This phase only included the Eastern Basin and the vicinity of District I and IV. Phase 2 of the plan is anticipated to begin in Fiscal Year 2021 at a cost of \$200,00.00. (Consistent w/ Comp Plan: Drainage, Policy 1.2 through 1.4)								
202069	Delmar and Palmas Drive	30,000	-	-	-	-	-	30,000
Drainage Fund 412		30,000	-	-	-	-	-	30,000
	Total	30,000	-	-	-	-	-	30,000
At the intersection of Delmar and Palmas Drive, roadway and property continually flood due to the absence of a drainage system to convey stormwater runoff. In addition, the existing grade at the intersection is much lower than the surrounding areas allowing the stormwater runoff to accumulate. The accumulation causes flooding on the roadway and adjacent residential properties. The project consists of correcting the drainage deficiencies at Delmar where it intersects with Palmas Drive. The cost of drainage easement acquisition (if required) are not included. The design is to create a path for the stormwater runoff to drain to the exiting stormwater drainage system and prevent continued flooding of this intersection. (Consistent w/ Comp Plan: Drainage, Policy 1.2 through 1.4)								
TOTAL - DRAINAGE		550,000	635,430	635,430	635,430	635,430	635,430	3,727,150
PARKS AND RECREATION								
201686	Recreational Educational Cultural Center (REC)	-	100,000	-	-	-	-	100,000
Recreation Impact Fee 611		-	100,000	-	-	-	-	100,000
	Total	-	100,000	-	-	-	-	100,000
This project will provide for a re-purposing and expansion of a former gymnasium to a Recreational, Educational and Cultural Center that will include areas for classes, after school programs, community meetings, dance/exercise room and a youth activity room. New restrooms will be constructed, and the Center will provide for ADA access. This project will provide expanded recreational opportunities for the City.								
201378	West Side Sports Complex	-	860,000	60,000	1,150,000	575,000	575,000	3,220,000
Grant Funding		-	860,000	60,000	1,150,000	575,000	575,000	3,220,000
	Total	-	860,000	60,000	1,150,000	575,000	575,000	3,220,000
This project involves the design and construction of a sports complex to include 3 baseball fields, 4 - 6 soccer / football fields, lighting and support buildings. The project would encompass 100 acres with the construction of roadways, ponds, parking lots, playgrounds and picnic areas as well as trails and open space. The project would be eligible for FRDAP and ECHO grants and provide availability for partnerships with other public groups and private donors. This project will provide expanded recreational opportunities for the City.								
201795	West Side Community Center	-	-	55,000	4,000,000	-	-	4,055,000
Grant Funding - Unsecured		-	-	55,000	4,000,000	-	-	4,055,000
	Total	-	-	55,000	4,000,000	-	-	4,055,000

CAPITAL IMPROVEMENTS ELEMENT

Project #	Description	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	Total
This project will provide for the construction of a 15,000 SF community center to include two gyms, community rooms, after school areas and offices. The center would be equipped with technology, office furniture and miscellaneous equipment. Proposed funding is from grants, bonds or possibly a community foundation. This project will provide expanded recreational opportunities for the City.								
TOTAL - PARKS AND RECREATION		-	960,000	115,000	5,150,000	575,000	575,000	7,375,000
TOTAL - CAPITAL IMPROVEMENTS		6,125,087	16,112,196	17,155,561	15,779,059	7,855,430	5,030,430	68,057,763

Project #	Description	FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25	Total
WATER								
029408	Water System Replacement/ Upsizing	1,000,000	1,000,000	600,000	400,000	400,000	500,000	3,900,000
	Water/Sewer Operating (404)	200,000	200,000	200,000	200,000	200,000	200,000	1,200,000
	Water/Sewer R&R (403)	—300,000	—300,000	—400,000	—200,000	—200,000	—300,000	1,700,000
	Water Impact Fee (405)	500,000	500,000	-	-	-	-	1,000,000
-	Total	1,000,000	1,000,000	600,000	400,000	400,000	500,000	3,900,000
Planned replacement of undersized galvanized steel piping in older sections of the city and peninsula area. Target areas to be accomplished based on current priorities. (Consistent w/ Comp Plan: Pot. Water, Policy 1.1, 2.6 and 2.7)								
029409	Water System Extensions/ Upsizing	50,000	50,000	50,000	50,000	50,000	50,000	300,000
	Water Impact Fee (405)	50,000	50,000	50,000	50,000	50,000	50,000	300,000
-	Total	50,000	50,000	50,000	50,000	50,000	50,000	300,000
Provide water service to existing residential areas not presently served by the City and provide for greater system redundancy and looping. Additional water main installations that serve to reinforce the distribution system to eliminate or avoid areas of substandard water pressure. (Consistent w/ Comp Plan: Pot. Water, Policy 2.2, 2.4 and 2.5)								
039493	Water Treatment Plant R&R— Equipment	225,000	225,000	250,000	275,000	300,000	325,000	1,600,000
	Water/Sewer Operating (404)	25,000	25,000	25,000	25,000	25,000	25,000	150,000
	Water/Sewer R&R (403)	200,000	200,000	225,000	250,000	275,000	300,000	1,450,000
-	Total	225,000	225,000	250,000	275,000	300,000	325,000	1,600,000
Planned improvements for City's water treatment plant and various wells per Table 2A Water Treatment Plant Improvements. (Consistent w/ Comp Plan: Pot. Water, Policy 1.7 and San. Swr., Policy 1.6)								
039494	Water Treatment Plant 1 Million Gal Water Storage Tank	-	1,500,000	-	-	-	-	1,500,000
	Sewer Impact Fee (405)	-	1,500,000	-	-	-	-	1,500,000
	Future Grant/Bonds	-	-	-	-	-	-	-
-	Total	-	1,500,000	-	-	-	-	1,500,000
The water plant produces and distributes an average of 6 million gallons per day of drinking water. The plant has one water storage tank that holds 1 million gallons. The tank was constructed in 1983. There are three storage tanks located throughout the City to store a total of 4.5 million gallons of water. In order to ensure water can be produced and distributed continuously from the treatment plant, an additional storage tank needs to be constructed. It is recommended that a one million gallon tank be constructed on the property adjacent to the water plant. The City owns the property. The existing pumping equipment would be sufficient to distribute the water from the new tank. Since this is an expansion of service to our customers, water impact fee funds could be used. (Consistent w/ Comp Plan: Pot. Water, Objectives 1 & 2, Policy 2.1)								
039495	Water Treatment Plant Raw Water Main Replacement	-	-	-	3,000,000	-	-	3,000,000
	Water/Sewer R&R (403)	-	-	-	3,000,000	-	-	3,000,000
-	Total	-	-	-	3,000,000	-	-	3,000,000

CAPITAL IMPROVEMENTS ELEMENT

Project #	Description	FY-19-20	FY-20-21	FY-21-22	FY-22-23	FY-23-24	FY-24-25	Total
There is currently only one pipeline from the wellfield on Shuntz Road to the Garnsey Water Treatment Plant. This pipeline provides 80% of the well water into the treatment plant. The 30" diameter, 5 mile long prestressed concrete pipeline has been in service over 30 years. It is a specialty pipe that staff cannot repair in house. In fact, there are very few specialty firms that can repair this type of pipeline. Should the pipe fail, damages would be significant to the surrounding area and significantly impair the treatment plants ability to supply drinking water to the customers. This project would provide a secondary pipeline to the treatment plant to provide reliability on the system. (Consistent w/ Comp Plan: Pot. Water, Objectives 1 & 2)								
028812	Water Treatment Plant Supply Wells	-	-	10,000	20,000	20,000	20,000	70,000
Water/Sewer R&R (403)		-	-	10,000	20,000	20,000	20,000	70,000
-	Total	-	-	10,000	20,000	20,000	20,000	70,000
This program is the ongoing purchase of equipment and materials to repair and/or replace the equipment upon failure. The program maintains compliance with SJRWMD and FDEP requirements for operation of a Water Treatment Plant.								
028813	Production Well Replacement	25,000	250,000	250,000	250,000	225,000	-	1,000,000
Water/Sewer R&R (403)		25,000	250,000	250,000	250,000	225,000	-	1,000,000
-	Total	25,000	250,000	250,000	250,000	225,000	-	1,000,000
This project is to replace four wells that are impacting water quality due to increase salinity levels. The wells, constructed in 1973, can not be rehabilitated. This project is to replace the four wells, one per year.								
TOTAL - WATER		1,300,000	3,025,000	1,160,000	3,995,000	995,000	895,000	11,370,000
SANITARY SEWER								
049467	Sewer System Rehabilitation	750,000	500,000	500,000	750,000	750,000	750,000	4,000,000
Water/Sewer Operating 401		750,000	500,000	500,000	750,000	750,000	750,000	4,000,000
-	Total	750,000	500,000	500,000	750,000	750,000	750,000	4,000,000
There are currently 110 lift stations in the collection system. This is an on-going repair and rehabilitation project for the sewer collection system at each lift station. The scope of work will depend upon the condition, age and capacity of the pipeline. (Consistent w/ Comp Plan: San. Swr., Policy 1.5 and 4.3)								
038964	Water Reclamation Facility R&R	300,000	800,000	850,000	900,000	950,000	500,000	4,300,000
Water/Sewer Operating 401		50,000	50,000	50,000	50,000	50,000	50,000	300,000
Water/Sewer R&R (403)		250,000	750,000	800,000	850,000	900,000	450,000	4,000,000
-	Total	300,000	800,000	850,000	900,000	950,000	500,000	4,300,000
Scheduled facility repair and equipment replacement of electrical and mechanical system components for the City's wastewater treatment plant per Table 2D Wastewater Treatment Plant Improvements. (Consistent w/ Comp Plan: Pot. Water, Policy 1.1 and 2.6 along with San. Swr, Policy 1.6)								
049468	Sewer System Rehab - Force Main River Crossing	-	2,000,000	-	-	-	-	2,000,000
Water/Sewer R&R (403)		-	2,000,000	-	-	-	-	2,000,000
-	Total	-	2,000,000	-	-	-	-	2,000,000
Scheduled facility repair and equipment replacement of electrical and mechanical system components for the City's wastewater treatment plant per Table 2D Wastewater Treatment Plant Improvements. (Consistent w/ Comp Plan: Pot. Water, Policy 1.1 and 2.6 along with San. Swr, Policy 1.6)								
038972	Water Reuse Program	-	3,000,000	-	-	-	-	3,000,000
Sewer Impact Fee (405)		-	2,000,000	-	-	-	-	2,000,000
Future Grant/Bonds		-	1,000,000	-	-	-	-	1,000,000
-	Total	-	3,000,000	-	-	-	-	3,000,000
A three million gallon ground storage tank with pump station to provide additional reuse supply for irrigation and minimize discharge to the Halifax River. Location to be identified in utility master plan. Staff will apply for grant funding. Current grant funding from SJRWMD is 33% for shovel ready projects. (Consistent w/ Comp Plan: San. Swr, Objective 3)								
089409	Sewer System Expansion	-	300,000	3,000,000	3,000,000	300,000	3,000,000	9,600,000
Water/Sewer Operating 401		-	300,000	-	-	300,000	-	600,000
Sewer Impact Fee (405)		-	-	2,000,000	2,000,000	-	2,000,000	6,000,000
Future Grant/Bonds		-	-	1,000,000	1,000,000	-	1,000,000	3,000,000
-	Total	-	300,000	3,000,000	3,000,000	300,000	3,000,000	9,600,000
Sewer system construction at locations that are currently on septic. The locations and the priorities have been determined and design has been initiated. (Consistent w/ Comp Plan: San. Swr., Policy 2.2 and 2.3)								

CAPITAL IMPROVEMENTS ELEMENT

Project #	Description	FY-19-20	FY-20-21	FY-21-22	FY-22-23	FY-23-24	FY-24-25	Total
TOTAL SANITARY SEWER		1,050,000	6,600,000	4,350,000	4,650,000	2,000,000	4,250,000	22,900,000
WATER & SANITARY SEWER								
038710	City-Cost Participation	50,000	50,000	50,000	50,000	50,000	50,000	300,000
Water Impact Fee (405)		25,000	25,000	25,000	25,000	25,000	25,000	150,000
Sewer Impact Fee (405)		25,000	25,000	25,000	25,000	25,000	25,000	150,000
-	Total	50,000	50,000	50,000	50,000	50,000	50,000	300,000
Citywide annual cost participation program with new development to upsize various water and sewer lines, extension of various mains, upsizing of lift stations, and other miscellaneous items. (Consistent w/ Comp Plan: San. Swr., Policy 4.2 and Pot. Water, Policy 2.5 & 2.7)								
TOTAL WATER & SANITARY SEWER		50,000	50,000	50,000	50,000	50,000	50,000	300,000
TRANSPORTATION								
430201	Road Program	800,000	800,000	800,000	800,000	800,000	800,000	4,800,000
Capital Projects (301)		800,000	800,000	800,000	800,000	800,000	800,000	4,800,000
-	Total	800,000	800,000	800,000	800,000	800,000	800,000	4,800,000
Annual citywide resurface program for existing streets and collector roads per the CIP Street Resurfacing Projects. (Consistent w/ Comp Plan: Transp. Objective 2.14 and 2.7)								
200905	Williamson Blvd. N. of Pavilion	-	-	-	220,000	261,000	2,200,000	2,681,000
Developer Fairshare Contr. (Planned)		-	-	-	220,000	261,000	2,200,000	2,681,000
-	Total	-	-	-	220,000	261,000	2,200,000	2,681,000
This project involves adding 2 lanes to the existing 2 lane Williamson Blvd. roadway from the north boundary of the Pavilion project north to Townwest Blvd., a 0.53-mile section. Project cost estimates are based on construction of an additional 2 travel lanes within the existing right-of-way with minimal impact to the existing roadway. The new construction will require stormwater treatment and it will be necessary to acquire an estimated 1 acre of off-site property for this purpose. (Consistent w/ Comp Plan: Transp. Objective 2.6, 2.7, 2.13, and 2.14)								
200907	Coraci Blvd. Extension	-	-	-	-	257,000	2,150,000	2,407,000
Developer Fairshare Contr. (Planned)		-	-	-	-	257,000	2,150,000	2,407,000
-	Total	-	-	-	-	257,000	2,150,000	2,407,000
This project involves construction of a 1/2 mile 2-lane divided roadway extending Coraci Blvd. 2600' from the south limits of Coquina Cove III to Carmody Lake Drive within the existing undeveloped right-of-way. Drainage improvements are projected to be constructed in the right-of-way. This will serve as an alternate route and reliever route for traffic generated by the Forest Lakes subdivision and to a lesser extent to Coquina Cove and reduce impacts on Taylor Road. This roadway is indicated as a future collector road in the Comprehensive Plan. (Consistent w/ Comp Plan: Transp. Objective 2.7, 2.10, and 2.14)								
201008	Yorktowne Blvd North Section (Nautica Lakes)	46,000	1,200,000	-	-	-	-	1,246,000
Developer Fairshare Contr. (Planned)		-	1,200,000	-	-	-	-	1,200,000
Trans Impact Fee (312)		46,000	-	-	-	-	-	46,000
-	Total	46,000	1,200,000	-	-	-	-	1,246,000
This project is proposed as either a 2-lane or 4-lane divided curb and gutter road designed to major collector street standards. The roadway design is complete and was done in conjunction with the Nautica Lakes development. This improvement is required to complete the Yorktowne Blvd. connection between Hidden Lakes Dr. and Willow Run Blvd. Completion of these sections would redirect traffic and relieve congestion at the I-95/Dunlawton Ave. intersection and Williamson Boulevard, south of Willow Run Boulevard. (Consistent w/ Comp Plan: Transp. Objective 2.7, 2.9, 2.13 and 2.14)								
201015	Willow Run Boulevard Widening	-	200,000	1,125,000	-	-	-	1,325,000
Capital Projects (301)		-	200,000	-	-	-	-	200,000
TPO Funds		-	-	1,125,000	-	-	-	1,125,000
-	Total	-	200,000	1,125,000	-	-	-	1,325,000
A 1/4-mile segment of Willow Run east of Williamson Boulevard to the proposed intersection of the Yorktowne Boulevard extension will need to be improved to accommodate future traffic flows diverted from Williamson Boulevard and future traffic on the new Yorktowne north extension. A traffic circle or other improvements at the Willow Run/Yorktowne intersection will be considered as part of the design. (Consistent w/ Comp Plan: 2.7, 2.9, 2.13, and 2.14)								

CAPITAL IMPROVEMENTS ELEMENT

Project #	Description	FY-19-20	FY-20-21	FY-21-22	FY-22-23	FY-23-24	FY-24-25	Total
201647	WB Dunlwt Ave Right Turn Lane and City Cir	61,800	259,700	-	-	-	-	321,500
Capital Projects (301)		1,500	57,200	-	-	-	-	58,700
TPO Funds		60,300	202,500	-	-	-	-	262,800
-	Total	61,800	259,700	-	-	-	-	321,500
This project consists of a proposal to construct a westbound right turn lane on Dunlawton Avenue at the intersection with City Center Parkway to improve traffic flow and reduce delays for turning vehicles and Dunlawton Avenue through vehicles. No additional right of way should be needed for this project. The project will add roadway capacity at the intersection and reduce delays for westbound Dunlawton Avenue vehicles turning right. (Consistent w/ Comp Plan: Transp. Objective, 2.7, Policy 2.7.3)								
201750	Eastbound Dunlawton Ave Right Turn Lane at Clyde Morris Blvd.	67,950	428,550	-	-	-	-	496,500
Capital Projects (301)		-	87,450	-	-	-	-	87,450
TPO Funds		67,950	341,100	-	-	-	-	409,050
-	Total	67,950	428,550	-	-	-	-	496,500
This project consists of a proposal to construct a right turn lane on eastbound Dunlawton Avenue at the intersection with Clyde Morris Boulevard to improve traffic flow and reduce delays for turning vehicles and through vehicles. No additional right of way should be needed for this project. The project will add roadway capacity at the intersection and reduce delays for eastbound vehicles turning right. (Consistent w/ Comp Plan: 2.7, 2.9, 2.13, and 2.14)								
201751	WB Dunlawton Ave Right Turn Lane at Nova Rd.	-	260,000	110,000	421,000	-	-	791,000
Capital Projects (301)		-	-	11,000	87,100	-	-	98,100
General Capital Replacement (317)		-	260,000	-	-	-	-	260,000
TPO Funds		-	-	99,000	333,900	-	-	432,900
-	Total	-	260,000	110,000	421,000	-	-	791,000
This project consists of a proposal to construct a right turn lane on westbound Dunlawton Avenue at the intersection with Nova Road to improve traffic flow and reduce delays for turning vehicles and through vehicles. Additional right of way is needed for this project prior to design being funded. The project will add roadway capacity at the intersection and reduce delays for westbound vehicles turning right. (Consistent w/ Comp Plan: 2.7, 2.9, 2.13, and 2.14)								
201856	EB & WB Herbert St. Turn Lanes at Nova Rd.	-	18,000	100,000	660,000	-	-	778,000
Capital Projects (301)		-	-	10,000	120,000	-	-	130,000
TPO Funds		-	18,000	90,000	540,000	-	-	648,000
-	Total	-	18,000	100,000	660,000	-	-	778,000
The project consists of looking at options to modify the intersection of Nova Road and Herbert Street to improve movement through the intersection. The intersection experiences congestion throughout the day, most notably in the morning and late afternoon. Additional right of way is anticipated to be needed for any intersection improvements: • Option 1: Extend the stacking area for the existing left turn lane on eastbound Herbert Street at Nova Road, realigning the westbound Herbert Street travel lane, along with necessary improvements to the intersection. • Option 2: Modify eastbound Herbert Street at Nova Road to create a left turn lane, right turn lane, and a thru lane. Also, realigning the westbound Herbert Street travel lane and realigning the westbound Herbert Street travel lane, along with necessary improvements to the intersection. • Option 3: Other modifications or design alternatives that the consultant, selected by the TPO to prepare the Feasibility Study, can recommend to improve movement through the intersection, specifically for vehicles turning onto Nova Road and Herbert Street. (Consistent w/ Comp Plan: Transp. Objective 2.7, Policy 2.7.3)								
201964	Taylor Rd./Clyde Morris Blvd. Intersection Improvement s	-	18,000	50,000	350,000	-	-	418,000
Transportation Impact Fee (312)		-	-	5,000	80,000	-	-	85,000

CAPITAL IMPROVEMENTS ELEMENT

Project #	Description	FY-19-20	FY-20-21	FY-21-22	FY-22-23	FY-23-24	FY-24-25	Total
TPO Funds		-	18,000	45,000	270,000	-	-	333,000
-	Total	-	18,000	50,000	350,000	-	-	418,000
The project consists of looking at options to modify the intersection at Taylor Rd./Clyde Morris Blvd. to improve movement through the intersection, specifically the eastbound Taylor Rd. through movement and left turn on to Clyde Morris Blvd. Additional right of way is anticipated for any intersection improvements. (Consistent w/ Comp Plan: Transp. Objective 2.7, Policy 2.7.3)								
202065	Dunlawton Ave. Existing Left Turn Lanes Extension	20,000	75,000	440,000	-	-	-	535,000
Capital Projects (301)		2,000	7,500	98,000	-	-	-	107,500
TPO Funds		18,000	67,500	342,000	-	-	-	427,500
-	Total	20,000	75,000	440,000	-	-	-	535,000
The project consists of extending the existing left turn lanes along Dunlawton Ave. at the intersection of I-95 (westbound), Yorktowne Blvd. (westbound), Clyde Morris Blvd. (westbound), and Victoria Gardens Blvd. (westbound) to improve traffic flow and roadway capacity, reduce delays for turning and through movements, improve intersection safety and reduce damage and maintenance costs for the medians. Additional right of way is not anticipated to be needed for this project. (Consistent w/ Comp Plan: Transp. Objective 2.7, Policy 2.7.3)								
202067	NB Clyde Morris Blvd. Right Turn Lane at Reed Canal Rd.	20,000	75,000	440,000	-	-	-	535,000
Capital Projects (301)		2,000	7,500	98,000	-	-	-	107,500
TPO Funds		18,000	67,500	342,000	-	-	-	427,500
-	Total	20,000	75,000	440,000	-	-	-	535,000
The project consists of a right turn lane on northbound Clyde Morris Blvd. at the intersection with Reed Canal Rd. to improve traffic flow, reduce delays for turning and through movements and improve intersection safety. Additional right of way is not anticipated to be needed for this project. The project will add roadway capacity at the intersection and reduce delays for northbound vehicles turning right or through northbound traffic. (Consistent w/ Comp Plan: Transp. Objective 2.7, Policy 2.7.3)								
202068	NB Clyde Morris Blvd. Right Turn Lane at Madeline Ave.	20,000	75,000	440,000	-	-	-	535,000
Capital Projects (301)		2,000	7,500	98,000	-	-	-	107,500
TPO Funds		18,000	67,500	342,000	-	-	-	427,500
-	Total	20,000	75,000	440,000	-	-	-	535,000
The project consists of a right turn lane on northbound Clyde Morris Blvd. at the intersection with Madeline Ave. to improve traffic flow, reduce delays for turning and through movements and improve intersection safety. Additional right of way is not anticipated to be needed for this project. The project will add roadway capacity at the intersection and reduce delays for northbound vehicles turning right or through northbound traffic. (Consistent w/ Comp Plan: Transp. Objective 2.7, Policy 2.7.3)								
202069	SB Clyde Morris Blvd. Right Turn Lane at Willow Run Blvd.	20,000	75,000	440,000	-	-	-	535,000
Capital Projects (301)		2,000	7,500	98,000	-	-	-	107,500
TPO Funds		18,000	67,500	342,000	-	-	-	427,500
-	Total	20,000	75,000	440,000	-	-	-	535,000
The project consists of a right turn lane on southbound Clyde Morris Blvd. at the intersection with Willow Run Blvd. to improve traffic flow, reduce delays for turning and through movements and improve intersection safety. Additional right of way is not anticipated to be needed for this project. The project will add roadway capacity at the intersection and reduce delays for southbound vehicles turning right or through southbound traffic. (Consistent w/ Comp Plan: Transp. Objective 2.7, Policy 2.7.3)								

CAPITAL IMPROVEMENTS ELEMENT

Project #	Description	FY-19-20	FY-20-21	FY-21-22	FY-22-23	FY-23-24	FY-24-25	Total
202070	SB-Clyde Morris Blvd. Right Turn Lane at Madeline Ave.	20,000	75,000	440,000	-	-	-	535,000
Capital Projects (301)		2,000	7,500	98,000	-	-	-	107,500
TPO Funds		18,000	67,500	342,000	-	-	-	427,500
-	Total	20,000	75,000	440,000	-	-	-	535,000
The project consists of a right turn lane on southbound Clyde Morris Blvd. at the intersection with Madeline Ave. to improve traffic flow, reduce delays for turning and through movements and improve intersection safety. Additional right of way is not anticipated to be needed for this project. The project will add roadway capacity at the intersection and reduce delays for southbound vehicles turning right or through southbound traffic. (Consistent w/ Comp Plan: Transp. Objective 2.7, Policy 2.7.3)								
202072	SB & NB Yorktowne Blvd. Right Turn Lanes at Dunlawton Ave.	-	20,000	100,000	580,000	-	-	700,000
Transportation Impact Fee (312)		-	2,000	10,000	130,000	-	-	142,000
TPO Funds		-	18,000	90,000	450,000	-	-	558,000
-	Total	-	20,000	100,000	580,000	-	-	700,000
The project consists of a right turn lane on southbound Yorktowne Blvd. at the intersection with Dunlawton Ave. and extension of the existing right turn lane for northbound Yorktowne Blvd. at the intersection with Dunlawton Ave. to improve traffic flow, reduce delays for turning and through movements and improve intersection safety. Additional right of way is not anticipated to be needed for this project. The project will add roadway capacity and reduce delays at the intersection. (Consistent w/ Comp Plan: Transp. Objective 2.7, Policy 2.7.3)								
202073	Spruce Creek Elem. School EB Taylor Rd. Right Turn Lane and Pedestrian Improvements	20,000	75,000	440,000	-	-	-	535,000
Capital Projects (301)		2,000	7,500	98,000	-	-	-	107,500
TPO Funds		18,000	67,500	342,000	-	-	-	427,500
-	Total	20,000	75,000	440,000	-	-	-	535,000
The project consists of a right turn lane on eastbound Taylor Rd. at the intersection with Spruce-Creek Elementary School to improve safety, improve traffic flow, reduce delays for turning vehicles and through vehicles during school drop off and pick up. Additionally, pedestrian improvements and modifications to the left turn lane could also be accomplished with this project. The project will improve safety at the school, improve roadway capacity and reduce delays for eastbound and westbound vehicles. (Consistent w/ Comp Plan: Transp. Objective 2.7, Policy 2.7.3)								
TOTAL-TRANSPORTATION		1,095,750	3,654,250	4,925,000	3,031,000	1,318,000	5,150,000	19,174,000
DRAINAGE								
201439	Halifax River Outfall Replacement	-	285,430	285,430	285,430	285,430	285,430	1,427,150
Drainage Fund (412)		-	285,430	285,430	285,430	285,430	285,430	1,427,150
-	Total	-	285,430	285,430	285,430	285,430	285,430	1,427,150
There are 14 stormwater discharge outfalls directly to the Halifax River throughout the City. Many of these outfalls are constructed of metal pipes that have corroded throughout the years due to the harsh salt water environment. These pipes need to be replaced with Reinforced Concrete Pipe; in addition, headwalls will need to be constructed or reconstructed to accommodate the reinforced concrete pipe and possibly upsized in the diameter of the pipe. Also, the storm water pipe networks associated with the outfalls are tidally influenced which allows river water to enter the networks and equalize to the tidal water level. This project presents an opportunity to install engineered tidal gates at all locations where flooding issues are caused by tidal surcharge and lack of stormwater capacity. (Consistent w/ Comp Plan: Drainage, Policy 1.2 through 1.4)								
201642	Howes Street Stormwater Improvement	1,342,426	-	-	-	-	-	1,342,426
Drainage Fund (412)		1,064,641	-	-	-	-	-	1,064,641
Grant Funding		277,785	-	-	-	-	-	277,785

CAPITAL IMPROVEMENTS ELEMENT

Project #	Description	FY-19-20	FY-20-21	FY-21-22	FY-22-23	FY-23-24	FY-24-25	Total
-	Total	1,342,426	-	-	-	-	-	1,342,426
Howes Street is located north of Commonwealth Boulevard and west of Ridgewood Avenue in the Allendale area of Port Orange. Howes Street experiences roadway flooding several times a year due to no drainage system to convey the stormwater runoff. Public Works has expended numerous efforts in traffic control and pumping due to the roadway flooding. The proposed solution to alleviate roadway flooding consist of constructing 25 storm inlets, +/- 1,150 LF of exfiltration trenches, +/- 1,610 LF of RCP pipe, and +/- 2,560 LF of curbs to collect stormwater runoff. Part of Orange Ave roadway will be re-built to eliminate low spots. The new stormwater system will be connected to the B-23 Canal at Howes Street and Westridge Avenue for discharge. (Consistent w/ Comp Plan: Drainage, Policy 1.2 through 1.4)								
201647	Pipe-Repair and Replacement	350,000	350,000	350,000	350,000	350,000	350,000	2,100,000
Drainage Fund (412)		350,000	350,000	350,000	350,000	350,000	350,000	2,100,000
-	Total	350,000	350,000	350,000	350,000	350,000	350,000	2,100,000
R & R funding to Replace/repair deteriorated and/or undersized corrugated metal pipes with properly sized reinforced concrete pipe or liners to improve storm water conveyance to reduce potential for flooding. (Consistent w/ Comp Plan: Drainage, Policy 1.2 through 1.4)								
201866	Storm-Water Master-Plan Phase II	-	200,000	-	-	-	-	200,000
Drainage Fund (412)		-	200,000	-	-	-	-	200,000
-	Total	-	200,000	-	-	-	-	200,000
The Stormwater Master plan update will identify corrective measures to alleviate existing deficiencies in the system and proactively plan for new improvements needed to accommodate future development. The Stormwater Master Plan will help prioritize spending for future capital drainage projects and ensure existing stormwater drainage systems are adequately and proactively maintained. The current estimated cost to update the Stormwater Master Plan is \$605,000.00. Phase 1 of the plan has began in Fiscal Year 2016 at a cost of \$247,340.00. This phase only included the Eastern Basin and the vicinity of District I and IV. Phase 2 of the plan is anticipated to begin in Fiscal Year 2021 at a cost of \$200,00.00. (Consistent w/ Comp Plan: Drainage, Policy 1.2 through 1.4)								
TOTAL—DRAINAGE		1,692,426	835,430	635,430	635,430	635,430	635,430	5,069,576
PARKS AND RECREATION								
201686	Recreational Educational Cultural Center (REC) Expansion	800,000	100,000	-	-	-	-	900,000
Recreation Impact Fee 611		400,000	100,000	-	-	-	-	500,000
Grant Funding		400,000	-	-	-	-	-	400,000
-	Total	800,000	100,000	-	-	-	-	900,000
This project will provide for a re-purposing and expansion of a former gymnasium to a Recreational, Educational and Cultural Center that will include areas for classes, after school programs, community meetings, dance/exercise room and a youth activity room. New restrooms will be constructed, and the Center will provide for ADA access. This project will provide expanded recreational opportunities for the City.								
201378	West Side Sports Complex	-	860,000	60,000	1,150,000	575,000	575,000	3,220,000
Recreation Impact Fee 611		-	-	-	-	-	-	-
Grant Funding—Unsecured		-	860,000	60,000	1,150,000	575,000	575,000	3,220,000
-	Total	-	860,000	60,000	1,150,000	575,000	575,000	3,220,000
This project involves the design and construction of a sports complex to include 3 baseball fields, 4—6 soccer / football fields, lighting and support buildings. The project would encompass 100 acres with the construction of roadways, ponds, parking lots, playgrounds and picnic areas as well as trails and open space. The project would be eligible for FRDAP and ECHO grants and provide availability for partnerships with other public groups and private donors. This project will provide expanded recreational opportunities for the City.								
201795	West Side Community Center	-	-	-	55,000	4,000,000	-	4,055,000
Recreation Impact Fee 611		-	-	-	-	-	-	-
Grant Funding—Unsecured		-	-	-	55,000	4,000,000	-	4,055,000
-	Total	-	-	-	55,000	4,000,000	-	4,055,000
This project will provide for the construction of a 15,000-SF community center to include two gyms, community rooms, after school areas and offices. The center would be equipped with technology, office furniture and miscellaneous equipment. Proposed funding is from grants, bonds or possibly a community foundation. This project will provide expanded recreational opportunities for the City.								
TOTAL—PARKS AND RECREATION		800,000	960,000	60,000	1,205,000	4,575,000	575,000	8,175,000

CAPITAL IMPROVEMENTS ELEMENT

Project #	Description	FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25	Total
-	TOTAL CAPITAL IMPROVEMENTS	5,988,176	15,124,680	11,180,430	13,566,430	9,573,430	11,555,430	66,988,576

Source: City of Port Orange, Department of Finance, Department of Community Development, ~~2019~~2020

CAPITAL IMPROVEMENTS ELEMENT

TABLE 2
TRANSPORTATION PROPORTIONATE FAIR-SHARE AGREEMENTS BY PROJECT

Developer	Development	Agreement Approval	Date of Contribution	Total
Project 1: Dunlawton / Taylor at I-95				
Intervest Construction, Inc	Waters Edge Phase 9A and 11	08/17/04	01/26/06	50,000
Centerline Homes (Prev. Olson Assoc 4/25/06)	Port Orange Landings Phase I	03/29/05	03/29/05	32,878
Tomoka Farms Dev, LLC (DR Horton)	Coquina Cove Phase I	04/19/05	04/19/05	104,242
Airport Pharmacy LLC (Charles Wayne)	Walgreens at Taylor Road	08/16/05	02/23/07	13,763
Villages of Royal Palm (Winston-James)	Royal Palm PUD, Phase III	11/15/05	11/15/05	54,797
D.R. Horton	Port Orange Plantation Phase II	11/15/05	11/15/05	32,878
Holiday Builders	Port Orange Landings, Phase II	03/21/06	09/27/07	41,034
Viscomi and Associates (Paytas Homes)	Pinnacle PUD, Phase II	06/27/06	09/22/06	106,791
D.R. Horton	Port Orange Plantation Phases III, IV, V	07/25/06	12/06/06	49,445
D.R. Horton	Villas of P.O. Plantation Phases I, II	09/26/06	12/06/06	62,953
Intervest Construction, Inc	Waters Edge Phase 9B	06/05/07	07/05/07	27,526
Quest Design Group	Crystal Lake Business Park	08/07/07	09/19/07	16,567
Floridian Bank	Floridian Bank	08/28/07	08/28/07	10,959
All Aboard Storage	Nova Depot	09/18/07	09/18/07	10,959
Shoppes at Southwinds LLC	Shoppes at Southwinds	10/08/07	10/08/07	8,156
Port Orange Properties, LC	Port Orange Properties	11/13/07	11/16/07	38,486
Halifax Veterinary Clinic	Halifax Veterinary Clinic	12/18/07	01/04/08	2,804
Continental 217 Fund, LLC	Westport Square - Kohls	01/15/08	01/15/08	175,351
Atlantic Coast, LLC	Atlantic Coast Office Building	04/16/08	04/16/08	2,804
Cruz Investment Group	Nova Bella Piazza	04/22/08	04/23/08	10,959
City of Port Orange	Port Orange Business Park	05/06/08	08/05/09	235,756
Port Orange Apartment Assoc.	Reserve at Crystal Lake	05/27/08	02/24/09	2,804
K E M Associates, LLC	Countryside Commercial	08/19/08	09/17/08	2,804
Sun Glow Construction Inc.	Summer Trees Plaza - Site "B"	01/27/09	05/02/09	2,804
Sun Glow Construction Inc.	National City Bank	01/27/09	01/27/09	8,156
Four Lanes, LLC	CVS Pharmacy #4112 (Altamira CVS)	04/15/10	04/15/10	8,156
US Foodservice, Inc.	US Foodservice Facility Expansion	06/22/10	06/22/10	13,763
The Pavilion at Port Orange, LLC	Pavilion at Port Orange	08/19/09	09/30/09	500,000
Four Lanes, LLC	Altamira Shopping Center	01/24/12	Deferred	312,472
Dunlawton Yorktowne, LLC	Dunlawton-Yorktowne Shopping Center	01/24/12	Deferred	134,317
Ferber Construction Mgmt, LLC	Gateway Center Lot 6A – Multi-Tenant Retail	02/28/12	02/28/12	43,838
Total - Approved Contribution Amounts for Project 1				\$ 2,118,222
Project 2: Dunlawton / Clyde Morris				
D.R. Horton	Port Orange Plantation Phase II	11/15/05	11/15/05	19,788
Villages of Royal Palm (Winston-James)	Royal Palm PUD, Phase III	11/15/05	11/15/05	29,681
Holiday Builders	Port Orange Landings, Phase II	03/21/06	09/27/07	74,204
Viscomi and Associates (Paytas Homes)	Pinnacle PUD, Phase II	06/27/06	09/22/06	39,575
D.R. Horton	Port Orange Plantation Phases III, IV, V	07/25/06	12/06/06	34,628
Linen Group	Nova Oaks	09/26/06	09/26/06	9,894
D.R. Horton	Villas of P.O. Plantation Phases I, II	09/26/06	12/06/06	34,628
Intervest Construction, Inc	Waters Edge Phase 9B	06/05/07	07/05/07	14,841
Quest Design Group	Crystal Lake Business Park	08/07/07	09/19/07	9,894
Floridian Bank	Floridian Bank	08/28/07	08/28/07	54,416

CAPITAL IMPROVEMENTS ELEMENT

Developer	Development	Agreement Approval	Date of Contribution	Total
All Aboard Storage	Nova Depot	09/18/07	09/18/07	9,894
Shoppes at Southwinds LLC	Shoppes at Southwinds	10/08/07	10/08/07	9,894
Port Orange Properties, LC	Port Orange Properties	11/13/07	11/16/07	29,681
Halifax Veterinary Clinic	Halifax Veterinary Clinic	12/18/07	01/04/08	4,947
CBL	Pavillion at Port Orange	12/18/07	01/08/08	317,447
Continental 217 Fund, LLC	Westport Square - Kohls	01/15/08	1/15/2008	34,628
Atlantic Coast, LLC	Atlantic Coast Office Building	04/16/08	04/16/08	9,894
Cruz Investment Group	Nova Bella Piazza	04/22/08	04/23/08	9,894
City of Port Orange	Port Orange Business Park	05/06/08	08/05/09	29,681
Port Orange Apartment Assoc.	Reserve at Crystal Lake	05/27/08	02/24/09	14,841
The Animal, LLC	Ravenwood Veterinary Clinic	08/18/08	09/05/08	4,947
K E M Associates, LLC	Countryside Commercial	08/19/08	09/17/08	4,947
ABC Liquors, Inc.	ABC Liquor Store and Bank	05/19/09	05/27/09	9,894
LaCour & Company (Southwind Villas)	Dollar General Store	01/19/10	01/19/10	4,947
Four Lanes, LLC	CVS Pharmacy #4112 (Altamira CVS)	04/15/10	04/15/10	29,681
Houligan's Port Orange, LLC	Houligan's Restaurant & Office Bldg.	06/03/10	06/03/10	4,947
Four Lanes, LLC	Altamira Shopping Center	01/24/12	04/15/12	59,363
Dunlawton Yorktowne, LLC	Dunlawton-Yorktowne Shopping Center	01/24/12	06/21/12	24,735
Total - Approved Contribution Amounts for Project 2				\$ 935,811
Project 3: Town West / Williamson Signalization				
D.R. Horton	Port Orange Plantation Phase II	11/15/05	11/15/05	82,994
D. R. Horton Refund	Port Orange Plantation Phase II	11/15/05	12/21/17	(9,969)
Villages of Royal Palm (Winston-James)	Royal Palm PUD, Phase III	11/15/05	11/15/05	66,736
Villages of Royal Palm (Winston-James) Refund	Royal Palm PUD, Phase III	11/15/05	09/27/17	(8,015)
D.R. Horton	Port Orange Plantation Phases III, IV, V	07/25/06	12/06/06	80,770
D. R. Horton Refund	Port Orange Plantation Phases III, IV, V	07/25/06	10/23/17	(9,702)
D.R. Horton	Villas of P.O. Plantation Phases I, II	09/26/06	12/06/06	76,064
D. R. Horton Refund	Villas of P.O. Plantation Phases I, II	09/26/06	10/23/17	(9,137)
Port Orange Properties, LLC	Port Orange Properties	11/13/07	11/16/07	5,813
Port Orange Properties, LLC (additional Payment)	Port Orange Properties	11/13/07	09/30/16	8,792
Port Orange Properties, LLC (City Council Approved Write Off of Additional Payment)	Port Orange Properties	11/13/07	09/28/18	(8,792)
CBL	Pavillion at Port Orange	12/18/07	01/08/08	162,657
Continental 217 Fund, LLC	Westport Square - Kohls	01/15/08	01/15/08	24,957
Continental 217 Fund, LLC – (Refund Issued)	Westport Square - Kohls	01/15/08	12/20/12	(17,467)
Continental 217 Fund, LLC (additional payment)	Westport Square - Kohls	01/15/08	09/30/16	11,331
Continental 217 Fund, LLC (City Council Approved Write Off of Additional Payment)	Westport Square - Kohls	01/15/08	09/28/18	(11,331)
Total - Approved Contribution Amounts for Project 3				\$445,701
Project 4: Summertrees Road Extension				
Villages of Royal Palm (Winston-James)	Royal Palm PUD, Phase III	11/15/05	11/15/05	65,896
Holiday Builders	Port Orange Landings, Phase II	03/21/06	09/27/07	18,287
Viscomi and Associates (Paytas Homes)	Pinnacle PUD, Phase II	06/27/06	09/22/06	84,183
D.R. Horton	Port Orange Plantation Phases III, IV, V	07/25/06	12/06/06	47,609

CAPITAL IMPROVEMENTS ELEMENT

Developer	Development	Agreement Approval	Date of Contribution	Total
D.R. Horton	Villas of P.O. Plantation Phases I, II	09/26/06	12/06/06	40,358
Intervest Construction, Inc	Waters Edge Phase 9B	06/05/07	07/05/07	22,071
All Aboard Storage	Nova Depot	09/18/07	09/18/07	7,252
Shoppes at Southwinds LLC	Shoppes at Southwinds	10/08/07	10/08/07	7,252
Port Orange Properties, LC	Port Orange Properties	11/13/07	11/16/07	47,609
Halifax Veterinary Clinic	Halifax Veterinary Clinic	12/18/07	01/04/08	3,784
CBL	Pavillion at Port Orange	12/18/07	01/08/08	889,220
Continental 217 Fund, LLC	Westport Square - Kohls	01/15/08	01/15/08	172,466
Atlantic Coast, LLC	Atlantic Coast Office Building	04/16/08	04/16/08	3,784
City of Port Orange	Port Orange Business Park	05/06/08	08/05/09	168,682
Port Orange Apartment Assoc.	Reserve at Crystal Lake	05/27/08	02/24/09	7,252
K E M Associates, LLC	Countryside Commercial	08/19/08	09/17/08	7,252
Sun Glow Construction Inc.	Summer Trees Plaza - Site "B"	01/27/09	05/02/09	11,035
Sun Glow Construction Inc.	National City Bank	01/27/09	01/27/09	36,574
Four Lanes, LLC	CVS Pharmacy #4112 (Altamira CVS)	04/15/10	04/15/10	11,035
US Foodservice, Inc.	US Foodservice Facility Expansion	06/22/10	06/22/10	29,322
Four Lanes, LLC	Altamira Shopping Center	01/24/12	04/15/12	102,786
Dunlawton Yorktowne, LLC	Dunlawton-Yorktowne Shopping Center	01/24/12	06/21/12	44,142
Ferber Construction Mgmt, LLC	Gateway Center Lot 6A – Multi-Tenant Retail	02/28/12	02/28/12	11,036
Intervest Construction, Inc	Water's Edge Phase XII	06/05/07	08/30/13	91,751
LIV Development	Whitepalm Apartments	02/26/13	03/18/13	47,610
Edge Cove LLC	Westport Reserve Subdivision PH 2	08/16/16	08/19/16	3,784
Edge Cove LLC	Sanctuary at Westport PH 2A	06/21/16	06/23/16	14,665
Westport Reserve LLC	Westport Reserve Subdivision-PH 3	12/12/17	12/18/17	14,819
Westport Reserve LLC	Westport Reserve Subdivision-PH 4	12/12/17	12/18/17	7,252
2017 Yorktown Port Orange LLC	Port Orange Gateway Center Lot 3A	03/20/18	03/26/18	11,036
Acorn Ministorage of Brevard	Acorn Mini-Storage	05/01/18	09/17/18	18,288
Z Development Services	Arby's Site Plan	08/21/18	08/28/18	3,784
Autozone Stores LLC	AutoZone	12/18/18	12/28/18	51,393
Continental 425 Fund LLC	Springs Apartments	12/04/18	03/13/19	106,254
<u>Memorial Health Systems Inc</u>	<u>Advent Health Medical Center</u>	<u>5/5/2020</u>	<u>8/12/20</u>	<u>164,979</u>
<u>Central Parc at Oakwater</u>	<u>Central Parc at Oakwater</u>	<u>11/05/19</u>	<u>12/09/19</u>	<u>87,989</u>
<u>NX Port Orange Owner LLC</u>	<u>Palms at Ashton Lakes ALF & Commercial Development</u>	<u>02/14/20</u>	<u>02/14/20</u>	<u>43,994</u>
Total - Approved Contribution Amounts for Project 4				<u>\$2,209,523</u> <u>\$2,506,485</u>
Project 5: Devon / Taylor Road Signalization				
Coventry Partners LLC	Kings Landing – PH 1	12/05/17	12/20/17	3,653
Total - Approved Contribution Amounts for Project 5				<u>\$3,653</u>
Project 6: Yorktowne Boulevard Extension				
Westport Reserve LLC	Westport Reserve Subdivision-PH 3	12/12/17	12/18/17	117,795
Westport Reserve LLC	Westport Reserve Subdivision-PH 4	12/12/17	12/18/17	77,363
2017 Yorktown Port Orange LLC	Port Orange Gateway Center Lot 3A	03/20/18	03/26/18	17,741
Acorn Ministorage of Brevard	Acorn Mini-Storage	05/01/18	09/17/18	16,968
Z Development Services	Arby's Site Plan	08/21/18	08/28/18	1,580
Edengate Development	Eden (formerly Lazul) at Crystal Lake	12/04/18	09/05/19	27,825
Autozone Stores LLC	AutoZone	12/18/18	12/28/18	33,704
<u>POA Development LLC</u>	<u>New Port Apartments</u>	<u>11/05/19</u>	<u>11/13/19</u>	<u>240,354</u>
<u>Central Parc at Oakwater</u>	<u>Central Parc at Oakwater</u>	<u>11/05/19</u>	<u>12/09/19</u>	<u>30,916</u>
<u>NX Port Orange Owner LLC</u>	<u>Palms at Ashton Lakes ALF & Commercial Development</u>	<u>02/14/20</u>	<u>02/14/20</u>	<u>72,984</u>
Total - Approved Contribution Amounts for Project 6				<u>\$292,976</u> <u>\$637,230</u>
Grand Total - All Projects				<u>\$6,005,887</u> <u>\$6,647,103</u>

CAPITAL IMPROVEMENTS ELEMENT

Notes: Initial funding for above transportation concurrency projects was appropriated during previous or current fiscal years.

Total contributions received through fair share agreements through 9/30/~~19~~20. Total contributions include actual project costs for projects 1, 2, 3 and 4 which have been completed. Total contributions, on projects 5 and 6, include estimated project costs and contingency funding for potential cost overruns.

SOURCE: City of Port Orange, Department of Finance, Department of Community Development, ~~2019~~2020

CAPITAL IMPROVEMENTS ELEMENT

TABLE 3
SUMMARY OF CAPITAL IMPROVEMENTS

Facility Type	FY 19- 2020-21	FY 20- 2121/22	FY 21- 2222-23	FY 22- 2323-24	FY 23- 2423-25	FY 24- 2525-26	Total
Water	<u>1,275,000</u> <u>1,300,000</u>	<u>3,060,000</u> <u>3,025,000</u>	<u>4,195,000</u> <u>4,160,000</u>	<u>995,000</u> <u>3,995,000</u>	<u>1,045,000</u> <u>995,000</u>	<u>1,170,000</u> <u>895,000</u>	<u>11,740,000</u> <u>11,370,000</u>
Sanitary Sewer	<u>3,150,000</u> <u>1,050,000</u>	<u>7,550,000</u> <u>6,600,000</u>	<u>4,650,000</u> <u>4,650,000</u>	<u>2,000,000</u> <u>4,650,000</u>	<u>4,750,000</u> <u>2,000,000</u>	<u>1,800,000</u> <u>4,250,000</u>	<u>23,900,000</u> <u>22,900,000</u>
Water & Sewer	50,000	50,000	50,000	50,000	50,000	50,000	300,000
Drainage	<u>550,000</u> <u>1,692,426</u>	<u>635,430</u> <u>835,430</u>	<u>635,430</u> <u>635,430</u>	<u>635,430</u> <u>635,430</u>	<u>635,430</u> <u>635,430</u>	<u>635,430</u> <u>635,430</u>	<u>3,727,150</u> <u>5,069,576</u>
Transportation	<u>1,100,087</u> <u>1,095,750</u>	<u>3,856,766</u> <u>3,654,250</u>	<u>7,510,131</u> <u>4,925,000</u>	<u>6,948,629</u> <u>3,031,000</u>	<u>800,000</u> <u>1,318,000</u>	<u>800,000</u> <u>5,150,000</u>	<u>21,015,613</u> <u>19,174,000</u>
Parks & Recreation	<u>800,000</u> <u>800,000</u>	960,000	<u>60,000</u> <u>115,000</u>	<u>1,205,000</u> <u>5,150,000</u>	<u>4,575,000</u> <u>575,000</u>	<u>575,000</u>	<u>8,175,000</u> <u>7,375,000</u>
Total Capital Improvements	<u>6,125,087</u> <u>5,988,176</u>	<u>16,112,196</u> <u>15,124,680</u>	<u>17,155,561</u> <u>11,180,430</u>	<u>15,779,059</u> <u>13,566,430</u>	<u>7,855,430</u> <u>9,573,430</u>	<u>5,030,430</u> <u>1,555,430</u>	<u>68,057,763</u> <u>66,988,576</u>

TABLE 4
SUMMARY SCHEDULE OF COMMITTED AND PLANNED FUNDS

Fund	FY 19-2020- 21	FY 20- 2121-22	FY 21- 2222-23	FY 22- 2323-24	FY 23- 2424-25	FY 24- 2525-26	Total
Capital Projects (301)	<u>826,009</u> <u>813,500</u>	<u>1,484,807</u> <u>1,189,650</u>	<u>1,085,713</u> <u>1,409,000</u>	<u>979,863</u> <u>1,007,100</u>	800,000	800,000	<u>6,019,250</u> <u>5,976,392</u>
Transportation Impact Fee (312)	<u>4,000</u> <u>46,000</u>	<u>62,200</u> <u>2,000</u>	<u>146,000</u> <u>15,000</u>	<u>-</u> <u>-210,000</u>	<u>-</u> <u>-</u>	<u>-</u> <u>-</u>	<u>212,200</u> <u>273,000</u>
General Capital Rplcmnt Fund (317)	-	260,000	-	-	-	-	260,000
Water/Sewer Operating (401)	<u>925,000</u> <u>1,025,000</u>	<u>975,000</u> <u>1,075,000</u>	<u>1,025,000</u> <u>775,000</u>	<u>1,325,000</u> <u>1,025,000</u>	<u>1,025,000</u> <u>1,325,000</u>	1,025,000	<u>6,250,000</u> <u>6,300,000</u>
Water/Sewer R&R (403)	<u>2,050,000</u> <u>775,000</u>	<u>1,685,000</u> <u>3,500,000</u>	<u>4,770,000</u> <u>1,685,000</u>	<u>1,620,000</u> <u>4,570,000</u>	<u>1,720,000</u> <u>1,620,000</u>	<u>1,895,000</u> <u>1,070,000</u>	<u>13,740,000</u> <u>13,220,000</u>
Water/Sewer Impact (405)	<u>600,000</u> <u>500,000</u>	<u>4,100,000</u> <u>7,000,000</u>	<u>2,100,000</u>	<u>2,100,000</u> <u>100,000</u>	<u>100,000</u> <u>2,100,000</u>	<u>2,100,000</u> <u>100,000</u>	<u>11,100,000</u> <u>11,900,000</u>
Drainage Construct/Operating (412)	<u>1,414,644</u> <u>550,000</u>	<u>835,430</u> <u>635,430</u>	635,430	635,430	635,430	635,430	<u>4,791,794</u> <u>3,727,150</u>
Recreation Impact Fee (611)	<u>400,000</u>	100,000	-	-	-	-	<u>500,000</u> <u>100,000</u>
Proportionate Fair Share / Other / Grant	<u>677,785</u> <u>1,000,000</u>	1,860,000	<u>1,115,000</u> <u>1,060,000</u>	<u>5,150,000</u> <u>2,205,000</u>	<u>1,575,000</u> <u>4,575,000</u>	<u>575,000</u> <u>1,575,000</u>	<u>11,275,000</u> <u>11,952,785</u>
TPO Funds	<u>270,078</u> <u>236,250</u>	<u>1,829,759</u> <u>1,002,600</u>	<u>4,560,418</u> <u>3,501,000</u>	<u>1,618,766</u> <u>1,593,900</u>	-	-	<u>6,333,750</u> <u>8,279,021</u>
Developer Fairshare Contr. (Planned)	-	<u>1,200,000</u> <u>220,000</u>	<u>1,718,000</u>	<u>4,350,000</u>	<u>518,000</u>	<u>4,350,000</u>	6,288,000
Total Committed and Planned Funds	<u>6,125,087</u> <u>5,988,176</u>	<u>16,112,196</u> <u>15,124,680</u>	<u>17,155,561</u> <u>11,180,430</u>	<u>15,779,059</u> <u>13,566,430</u>	<u>7,855,430</u> <u>9,573,430</u>	<u>5,030,430</u> <u>1,555,430</u>	<u>68,057,763</u> <u>66,988,576</u>

SOURCE (For Tables 3 and 4): City of Port Orange, Department of Finance, ~~2019~~2020

CAPITAL IMPROVEMENTS ELEMENT

Table 5 identifies transportation improvements included in the first five years of the applicable Transportation Planning Organization's (TPO) adopted Transportation Improvement Program (TIP), to the extent that such improvements are relied upon to ensure concurrency and financial feasibility.

TABLE 5
TPO TRANSPORTATION IMPROVEMENT PLAN*

*There are no concurrency-related improvements in the ~~2019/20 – 2023/24~~2020/21-2024/25 TPO TIP.

SOURCE: TPO TIP FY ~~2019/20 – 2023/24~~2020/21-2024/25; City of Port Orange, Department of Community Development, ~~2019~~2020

Table 6 identifies public school facilities improvements included in the first five years of the ~~2019/20 – 2023/24~~2020/21 – 2024/25 Volusia County School District Work Program.

CAPITAL IMPROVEMENTS ELEMENT

Table 6
VOLUSIA COUNTY SCHOOL DISTRICT FIVE-YEAR WORK PROGRAM

	BUDGET 2020-2021	BUDGET 2021-2022	BUDGET 2022-2023	BUDGET 2023-2024	BUDGET 2024-2025
Major Projects - New Construction					
Deltona Mid - Master Plan	2,000,000	-	-	-	-
New Smyrna Beach Mid - HVAC, Ceiling, Lighting and Flooring Campus Wide	17,000,000	-	-	-	-
Ortona and Osceola Elm - Master Plan	24,000,000	2,000,000	-	-	-
Woodward Elm - Renovations and Addition	2,000,000	17,000,000	1,500,000	-	-
Turie T. Small Elm - Master Plan	2,000,000	24,000,000	2,000,000	-	-
Tomoka Elm - Master Plan	-	2,000,000	26,000,000	2,000,000	-
Starke Elm - Renovations	-	650,000	6,500,000	500,000	-
Orange City Elm - Renovations and Classroom Addition	-	700,000	7,000,000	500,000	-
Spruce Creek HS - Renovations and Classroom Addition	-	2,000,000	8,000,000	5,000,000	1,000,000
Port Orange Elm - Renovations	-	-	500,000	5,000,000	500,000
McInnis Elm - Renovations and Administration Addition	-	-	650,000	6,500,000	500,000
Career Center	-	-	1,500,000	11,500,000	1,500,000
Read-Patillo Elm - Remodeling	-	-	-	700,000	7,000,000
Enterprise Elm - Remodeling	-	-	-	800,000	8,000,000
Ormond Beach Elm - Renovations	-	-	-	-	500,000
Silver Sands Mid - Additions and Remodeling	-	-	-	-	2,000,000
Total Major Projects - New Construction	47,000,000	48,350,000	53,650,000	32,500,000	21,000,000
Projects at Existing Schools and Facilities					
Atlantic HS - Upgrade HVAC Bldgs. 9 and 10, Ceiling, Lighting & Flooring, Replace Auditorium Flooring & Seating	-	2,200,000	-	-	-
Coronado Beach Elm - Structural Modifications to Bldg. 4	-	75,000	-	-	-
Brewster Center - Interior Renovations	-	3,000,000	-	-	-
Campbell Mid - CEP and Bldg. 3 HVAC Upgrade	1,900,000	-	-	-	-
Charter School - Capital Outlay from LCIF	-	-	-	-	-
Creekside Mid - Gutter Replacement	400,000	-	-	-	-
Creekside Mid - Fire Alarm Replacement	800,000	-	-	-	-
Creekside Mid - Upgrade HVAC, Bldgs. 6, 8 and New Chiller 1	1,850,000	-	-	-	-
DAC - Upgrade Data Center Backup Power	250,000	-	-	-	-
Debary Elm - Upgrade HVAC, Ceiling and Lighting Bldg. 2	890,000	-	-	-	-
Debary Elm - New Parent Loop and Donald Smith Blvd Turn Lanes	1,000,000	-	-	-	-
DeLand HS - Campus Wide Signage Upgrades	450,000	-	-	-	-
DeLand Warehouse - Leases	109,304	-	-	-	-
Deltona Lakes Elm - Upgrade HVAC, Ceiling and Lighting Bldgs. 5-7	1,900,000	-	-	-	-
Deltona HS - Intercom Replacement	200,000	-	-	-	-
Deltona HS - Parking Lot Tree Removal and Lighting Upgrade	-	600,000	-	-	-
Deltona Transportation - Site Improvements	-	1,500,000	-	-	-
Facilities Services - Garbage Truck Wash Station	-	400,000	-	-	-
Forest Lake Elm - Replace OAU and Duct Work	-	-	1,500,000	-	-
Friendship Elm - Replace Intercom	-	-	110,000	-	-
Galaxy Mid - Upgrade Parking Lots Poles and Lighting	165,000	-	-	-	-
Galaxy Mid - Upgrade Door Hardware	-	700,000	-	-	-
Heritage Mid - Upgrade HVAC, Ceiling & Lighting Bldg. 3	-	1,950,000	-	-	-
Hinson Mid - CEP and Bldgs. 2 and 10 HVAC Upgrade	-	1,300,000	-	-	-
Indian River Elm - Upgrade HVAC, Ceiling and Lighting Bldgs. 2,3,4	-	1,750,000	-	-	-
Indian River Elm - Door Replacement Bldgs. 1 and 4	-	500,000	-	-	-
Mainland HS - Awning Repair	175,000	-	-	-	-
Mainland HS - Upgrade Chiller Plant	-	175,000	-	-	-
Manatee Cove Elm - Campus Wide Chiller Pipes	1,000,000	-	-	-	-
McInnis Elm - Potable Water and Sanitary Sewer	100,000	100,000	100,000	350,000	100,000
McInnis Elm - Media Center Retrofit	500,000	-	-	-	-
New Smyrna Beach Transportation - Refurbish Fuel Island	90,000	-	-	-	-
Ormond Beach Elm - Reroof Bldg. 1	-	105,000	-	-	-
Ormond Beach Elm - Art Room Flooring, Ceiling and Lighting	90,000	-	-	-	-
Palm Terrace Elm - Replace Main Electrical Switchgear	245,000	-	-	-	-
Palm Terrace Elm - Fire Alarm Replacement	-	425,000	-	-	-
Palm Terrace Elm - Replace Roof	-	1,500,000	-	-	-
Pathways Elm - Replace Fire Alarm	-	-	450,000	-	-
Pine Ridge HS - Renovate Bldg. 4 HVAC Academy	-	-	-	-	-
Pine Ridge HS - Upgrade HVAC, Ceiling and Lighting Bldgs. 9 and 10	1,950,000	-	-	-	-
Pine Trail Elm - Intercom Replacement	-	-	150,000	-	-
Pine Trail Elm - Replace Gutter and Downspouts	-	230,000	-	-	-

CAPITAL IMPROVEMENTS ELEMENT

	BUDGET 2020-2021	BUDGET 2021-2022	BUDGET 2022-2023	BUDGET 2023-2024	BUDGET 2024-2025
Portables - Lease	100,000	100,000	100,000	100,000	100,000
Portables - Moves & Compliance	400,000	400,000	400,000	400,000	400,000
Port Orange Elm - Replace Fire Alarm	200,000	-	-	-	-
Port Orange Elm - Repair and Coat Roof Bldgs. 1 and 2	165,000	-	-	-	-
Port Orange Elm - Remodel Clinic and Office Toilet Rooms	-	-	150,000	-	-
Port Orange Elm - Parking Area	-	-	100,000	-	-
Riverview Learning Center - Upgrade Fire Alarm and Intercom	300,000	-	-	-	-
Riverview Learning Center - Replace HVAC Controls	40,000	-	-	-	-
Seabreeze HS - Intercom Replacement	-	250,000	-	-	-
Spruce Creek Elm - Replace Main Electrical Switchgear	800,000	-	-	-	-
Sugar Mill Elm - Intercom Replacement	-	-	250,000	-	-
Sugar Mill Elm - Replace Gutters and Downspouts	250,000	-	-	-	-
Sunrise Elm - Drainage Between Buildings	-	660,000	-	-	-
Sunrise Elm - Replace Underground Condenser Water Piping	450,000	-	-	-	-
Turie T. Small Elm - Replace Main Electrical Switchgear Bldg. 7	200,000	-	-	-	-
Turie T. Small Elm - Media Center Retrofit	500,000	-	-	-	-
Timbercrest Elm - Replace Fresh Air Unit Bldg. 7	100,000	-	-	-	-
Timbercrest Elm - Replace Loop Boiler	-	40,000	-	-	-
Tomoka Elm - Upgrade Intercom	150,000	-	-	-	-
University HS - Intercom Replacement	300,000	-	-	-	-
Various Schools - Infrastructure for Technology	250,000	250,000	250,000	250,000	250,000
Various Schools - Minor Projects	3,000,000	4,000,000	4,000,000	4,000,000	4,000,000
Various Schools - Pavilions	750,000	350,000	350,000	350,000	350,000
Various Schools - Playgrounds	300,000	300,000	300,000	300,000	300,000
Various Schools - Security	1,000,000	1,000,000	2,000,000	2,000,000	2,000,000
Various Schools - HS School Athletics	1,750,000	2,000,000	3,000,000	3,000,000	3,000,000
Total Projects at Existing Schools and Facilities	25,069,304	25,860,000	13,210,000	10,750,000	10,500,000
Facilities Management					
Facilities Management - Various Projects	2,800,000	2,800,000	2,800,000	2,800,000	2,800,000
Total Facilities Management	2,800,000	2,800,000	2,800,000	2,800,000	2,800,000
Technology					
Network, EDP & Communications Equipment	9,000,000	9,000,000	9,000,000	9,000,000	9,000,000
Total Technology	9,000,000	9,000,000	9,000,000	9,000,000	9,000,000
System Wide Equipment and Vehicles					
Various Schools & Departments Vehicles	500,000	500,000	500,000	500,000	500,000
Various Schools & Departments Furniture & Equipment	500,000	1,000,000	1,000,000	1,000,000	1,000,000
Total System Wide Equipment and Vehicles	1,000,000	1,500,000	1,500,000	1,500,000	1,500,000
Buses					
Transportation Dept - Bus Replacement	2,297,900	2,319,200	2,319,200	2,319,200	2,319,200
Total Buses	2,297,900	2,319,200	2,319,200	2,319,200	2,319,200
PROJECT TOTALS	\$ 87,167,204	\$ 89,829,200	\$ 82,479,200	\$ 58,869,200	\$ 47,119,200
Transfers					
Transfers - To General Fund	10,115,133	8,224,948	5,258,385	4,999,812	4,349,812
Transfers - To Debt Service	45,813,263	49,127,688	49,134,275	49,136,375	38,300,138
Total Transfers	55,928,396	57,352,636	54,392,660	54,136,187	42,649,950
GRAND TOTAL	\$ 143,095,600	\$ 147,181,836	\$ 136,871,860	\$ 113,005,387	\$ 89,769,150

Source: Volusia County School District, Work Program adopted September 8, 2020

CAPITAL IMPROVEMENTS ELEMENT

	Budget 2019-2020	Forecast 2020-2021	Forecast 2021-2022	Forecast 2022-2023	Forecast 2023-2024
Major Projects - New Construction					
Deltona Mid - Master Plan	55,000,000	-	3,000,000	-	-
George Marks Elm - Master Plan	21,500,000	-	-	-	-
New Smyrna Beach Mid - Cafeteria and Media Center Renovations	1,900,000	-	-	-	-
New Smyrna Beach Mid - HVAC, Ceiling, Lighting and Flooring Campus Wide	3,000,000	7,000,000	6,000,000	6,000,000	-
Orange City Elm - Classroom Addition and Renovations, Site Improvements/Circulation	-	-	-	-	8,000,000
Osceola Elm - Master Plan	2,000,000	24,000,000	2,000,000	5,000,000	-
Starke Elm - Renovations	-	-	4,000,000	-	-
Spruce Creek HS - Classroom Addition and Renovations	-	-	-	3,000,000	10,000,000
Tomoka Elm - Master Plan	-	2,000,000	26,000,000	2,000,000	-
Total Major Projects - New Construction	83,400,000	33,000,000	41,000,000	16,000,000	18,000,000
Projects at Existing Schools and Facilities					
Atlantic HS - Upgrade Switchgear	180,000	-	-	-	-
Atlantic HS - Upgrade HVAC and Lighting Bldg. 6	1,500,000	-	-	-	-
Atlantic HS - Upgrade HVAC Bldgs. 9 and 10, Ceiling, Lighting & Flooring, Replace Auditorium Flooring & Seating	-	-	2,200,000	-	-
Atlantic HS - Campus Wide Reroof	3,200,000	-	-	-	-
Brewster Center - Interior Renovations	-	-	3,000,000	-	-
Blue Lake Elm - Stormwater Drainage Upgrade	660,000	-	-	-	-
Campbell Mid Campus Wide HVAC	700,000	700,000	-	-	-
Creekside Mid - Gutter Replacement	-	-	400,000	-	-
Creekside Mid - Upgrade HVAC Bldgs 6 and 8 and Chiller 1	-	1,850,000	-	-	-
Deland Administrative Complex - Upgrade Data Center Backup Power	25,000	250,000	-	-	-
Debarry Elm - Upgrade Cooling Tower, Piping and Heat Pump	1,800,000	-	-	-	-
Deland HS - Upgrade HVAC Bldgs 3, 4, 16	1,200,000	-	-	-	-
Deland HS - Upgrade HVAC, Admin, Clinic, Bldg 19	-	1,200,000	-	-	-
Deland HS - Reroof Bldg 16	75,000	-	-	-	-
Deland Transportation - Fuel Island Canopy	60,000	-	-	-	-
Deland Warehouse - Leases	107,161	109,304	111,490	114,835	118,280
Deltona Lakes Elm - Upgrade Chiller Plant	1,200,000	-	-	-	-
Deltona HS - Upgrade HVAC Controls	200,000	-	-	-	-
Deltona HS - Bus Loop and Drainage Renovations	150,000	-	-	-	-
Deltona Transportation - Site Improvements	-	-	1,500,000	-	-
Facilities Services - Upgrade Chiller Plant	770,000	-	-	-	-
Forest Lake Elm - Replace OAU and Duct Work	-	900,000	-	-	-
Friendship Elm - Replace Intercom	-	-	-	110,000	-
Galaxy Mid - Replace Intercom	175,000	-	-	-	-
Galaxy Mid - Concrete Restroom	125,000	-	-	-	-
Galaxy Mid - Upgrade Door Hardware	-	-	700,000	-	-
Heritage Mid - Upgrade HVAC Bldg 7 and Chiller	1,900,000	-	-	-	-
Heritage Mid - Upgrade Exterior Lighting	180,000	-	-	-	-
Hinson Mid - Campus Wide HVAC	-	-	1,300,000	-	-
Holly Hill School (K-8)- Replace Flooring Bldgs 1,6,7,8 and10	200,000	-	-	-	-
Indian River Elm - Upgrade HVAC,Ceiling and Lighting Bldgs 2,3,4	-	-	1,750,000	-	-
Indian River Elm - Replace Chiller Bldg 7	150,000	-	-	-	-
Mainland HS - Upgrade Chiller Plant	-	-	175,000	-	-
Mainland HS - Parking Lot Safety, Security and Circulation	200,000	-	-	-	-
Manatee Cove Elm - Campuswide Chiller Pipes	-	-	-	-	1,000,000
McInnis Elm - Replace Fire Alarm	250,000	-	-	-	-
Ormond Beach Elm Reroof Bldg 2	95,000	-	-	-	-
Ormond Beach Elm Upgrade HVAC Bldg 1	350,000	-	-	-	-
Ortona Elm Reroof Bldgs 2-9	450,000	-	-	-	-
Osceola Elm - Replace Fire Alarm	300,000	-	-	-	-
Palm Terrace Elm - Replace Roof	200,000	1,000,000	-	-	-
Pathways Elm - Replace Fire Alarm	-	-	-	250,000	-
Pine Ridge HS Upgrade HVAC, Ceiling and Lighting Bldgs 9 and 10	-	2,000,000	-	-	-
Pine Trail Elm - Replace Gutter and Downspouts	-	-	230,000	-	-
Portables - Lease	100,000	100,000	100,000	100,000	100000
Portables - Moves & Compliance	400,000	400,000	400,000	400,000	400000
Port Orange Elm - Replace Second Floor Flooring	75,000	-	-	-	-
Port Orange Elm - Replace Fire Alarm	-	200,000	-	-	-
Port Orange Elm - Reroof Bldg. 1	-	-	410,000	-	-

CAPITAL IMPROVEMENTS ELEMENT

	Budget 2019-2020	Forecast 2020-2021	Forecast 2021-2022	Forecast 2022-2023	Forecast 2023-2024
Port Orange Elm - Remodel Clinic and Office Toilet Rooms	-	-	-	150,000	-
Port Orange Elm - Parking Area	-	-	-	90,000	-
Riverview Learning Center - Fire Alarm/Intercom System	-	-	-	225,000	-
Riverview Learning Center - Replace HVAC Controls	-	-	-	40,000	-
Seabreeze HS - HVAC, Ceiling and Lighting Bldg. 1	1,300,000	-	-	-	-
Silver Sands Mid - Security and Administration Relocation	1,900,000	-	-	-	-
Southwestern Mid - Cafeteria Renovations	-	500,000	-	-	-
Southwestern Mid - Reroof Bldg. 6 and 7	210,000	-	-	-	-
Southwestern Mid - Repipe Sewer Bldg 8	150,000	-	-	-	-
Spruce Creek Elm - Upgrade Switchgear	-	-	200,000	-	-
Spruce Creek Elm - Replace HVAC Controls	150,000	-	-	-	-
Sugar Mill Elm - Replace Gutters and Downspouts	-	-	250,000	-	-
Sunrise Elm - Replace Basketball Court	75,000	-	-	-	-
Sunrise Elm - Boiler Replacement and Tower Repair	290,928	-	-	-	-
Sweetwater Elm - Replace Fire Alarm	200,000	-	-	-	-
Sunrise Elm - Campus Wide Reroof	1,480,000	-	-	-	-
T. Dewitt Taylor Middle-High School - Replace Gutters	120,000	-	-	-	-
Timbercrest Elm - Upgrade Chiller Plant	585,525	-	-	-	-
Timbercrest Elm - Replace Loop Boiler	-	-	40,000	-	-
Tomoka Elm - Upgrade Switchgear	500,000	-	-	-	-
Tomoka Elm - Intercom System	-	150,000	-	-	-
Tomoka Elm Upgrade HVAC Bldgs 9, 10, 11	-	1,900,000	-	-	-
Various Schools - Infrastructure for Technology	250,000	250,000	250,000	250,000	250,000
Various Schools - Media Center Retrofits	500,000	1,000,000	1,000,000	1,000,000	1,000,000
Various Schools - Minor Projects	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000
Facilities Review	-	10,000,000	11,000,000	11,000,000	11,000,000
Various Schools - Pavilions	350,000	300,000	300,000	300,000	300,000
Various Schools - Playgrounds	250,000	300,000	300,000	300,000	300,000
Various Schools - Security	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000
Various Schools - HS School Athletics	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000
Woodward Elm HVAC Bldg. 2	-	-	-	700,000	-
Total Projects at Existing Schools and Facilities	34,288,614	32,109,304	34,616,490	24,029,835	23,468,280
Facilities Management					
Facilities Management - Various Projects	2,800,000	2,800,000	2,800,000	2,800,000	2,800,000
Total Facilities Management	2,800,000	2,800,000	2,800,000	2,800,000	2,800,000
Technology					
Network, EDP & Communications Equipment	9,000,000	9,000,000	9,000,000	9,000,000	9,000,000
Total Technology	9,000,000	9,000,000	9,000,000	9,000,000	9,000,000
System Wide Equipment and Vehicles					
Various Schools & Departments Vehicles	500,000	500,000	500,000	500,000	500,000
Various Schools & Departments Furniture & Equipment	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
Total System Wide Equipment and Vehicles	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000
Buses					
Transportation Dept - Bus Replacement	2,745,600	2,520,024	2,236,000	2,236,000	2,236,000
Total Buses	2,745,600	2,520,024	2,236,000	2,236,000	2,236,000
PROJECT TOTALS	\$ 133,734,214	\$ 80,929,328	\$ 91,152,490	\$ 55,565,835	\$ 57,004,280
Transfers					
Transfers - To General Fund	8,554,431	6,554,431	4,554,431	3,637,895	3,329,295
Transfers - To Debt Service	26,973,813	45,466,888	45,446,438	45,426,525	45,408,125
Total Transfers	35,528,244	52,021,319	50,000,869	49,064,420	48,737,420
GRAND TOTAL	\$ 169,262,458	\$ 132,950,647	\$ 141,153,359	\$ 104,630,255	\$ 105,741,700

Source: Volusia County School District, Work Program adopted September 24, 2019

IMPLEMENTATION

5-YEAR SCHEDULE OF IMPROVEMENTS

The 5-Year Schedule of Improvements (Table 1) is the mechanism by which the City can effectively stage the timing, location (see Figure 10-1), projected cost, and revenue sources for the capital improvements derived from the other Comprehensive Plan Elements. This table lists only those capital projects that will be funded by the City of Port Orange as part of its annual Capital Improvement Program. Based upon the Inventory, Analysis, and Goals, Objectives, and Policies of this Element, the 5-Year Schedule of Improvements has been developed to document the financial feasibility of the City of Port Orange's *Comprehensive Plan*.

MONITORING AND EVALUATION

The role of monitoring and evaluation is vital to the effectiveness of any Comprehensive Plan and particularly for the Capital Improvements Element. As part of the annual budgeting process, the City evaluates the status of all scheduled capital improvements and the overall status of public facilities in relation to current and projected demand. This evaluation ensures that revisions to the budget, work programs, the Capital Improvements Program and this Comprehensive Plan may be made as necessary to provide facilities in a timely and financially feasible manner, consistent with adopted level-of-service standards. This review is coordinated by the Capital Improvements Project Manager. In addition, the issuance of development orders and development permits is monitored continuously to ensure consistency with this Plan.

The City's annual review includes the following considerations, which are also evaluated each year to determine their continued applicability:

- 1) Any corrections, updates, and modifications concerning costs; revenue sources; acceptance of facilities pursuant to dedications which are consistent with the element; or the date of construction of any facility listed in this Element,
- 2) The Capital Improvement Element's consistency with the other Elements and its support of the Future Land Use Element.
- 3) The City's ability to provide public facilities and services within the Urban Service Area in order to determine any need for boundary modification or adjustment.
- 4) The priority assignment of existing public facility deficiencies.
- 5) The City's progress in meeting those needs that are determined to be existing deficiencies.
- 6) The criteria used to evaluate capital improvement projects in order to ensure that projects are being ranked in their appropriate order of priority.
- 7) The City's effectiveness in maintaining the adopted LOS standards.
- 8) The City's effectiveness in reviewing the impacts of plans and programs of state agencies and water management districts that provide public facilities within the City's jurisdiction.
- 9) The effectiveness of impact fees, and mandatory dedications or fees in lieu of, for assessing new development a pro rata share of the improvement costs which they generate.

CAPITAL IMPROVEMENTS ELEMENT

- 10) The impacts of special districts and any regional facility and service provision upon the City's ability to maintain its adopted LOS standards.
- 11) The ratio of outstanding indebtedness to the property tax base.
- 12) Efforts made to secure grant or private funds, whenever available to finance the provision of capital improvements.
- 13) The transfer of any unexpended account balances.
- 14) The criteria used to evaluate proposed plan amendments and requests for new development or redevelopment.
- 15) Capital improvements needed for the latter part of the planning period, for inclusion in the 5-Year Schedule of Improvements.

CONCURRENCY MANAGEMENT SYSTEM

OVERVIEW

The purpose of a Concurrency Management System is to provide the necessary regulatory mechanism for evaluating development orders to ensure that the level-of-service standards adopted as part of the *Comprehensive Plan* are maintained. The system consists of three primary components: 1) an inventory of existing public facilities for which concurrency is to be determined; 2) a concurrency assessment of each application for a final development order or permit; and 3) a schedule of improvements needed to correct any existing public facility deficiencies. Under this system, and according to the Florida State Legislature, no development orders may be issued which will cause a public facility to operate below its adopted level-of-service standard. However, development orders may be conditioned such that needed public facility improvements will be in place concurrent with the impacts of the proposed development.

In order to ensure that all public facilities included within this system are available concurrent with the impacts of development, concurrency will be determined during the final site plan or final subdivision plan approval process. All development orders and permits will specify any needed improvements and a schedule for their implementation. Thus, while some required improvements may not have to be completed until a certificate of occupancy is applied for, the requirements for the certificate of occupancy will have already been specified as a condition of approval of the original development order. If a development proposal can not meet the test for concurrency, then it may not proceed under any circumstances and no development orders or permits may be issued. Likewise, if a development fails to meet a condition of approval once it has commenced, then no additional development orders, permits, or certificates of occupancy may be issued.

APPLICABILITY

Prior to the granting of a development order, all applications for a final site plan or final subdivision plan shall be reviewed for concurrency consistent with the provisions and requirements of this system. Development orders may be issued only upon a finding by the City that the public facilities addressed under the Concurrency Management System will be available concurrent with the impacts of the development.

All applicants for development permits shall be required to provide all information deemed necessary by the City so that the impacts of the proposed development may be accurately assessed.

The City's land development regulations specifically list the application requirements for development permits that reflect the informational needs for the determination of concurrency, and application forms have been developed accordingly.

DEPARTMENT OF COMMUNITY DEVELOPMENT

The City's Department of Community Development is responsible for the four primary tasks which are described below. The Director of Community Development may delegate all or a part of these functions to the employees within this Department. The four tasks are: 1) maintaining an inventory of existing public facilities and capacities or deficiencies; 2) determining concurrency of proposed development which does not require City Council approval; 3) providing advisory concurrency assessments and recommending conditions of approval to the City Council for those applications for development orders which require City Council approval; and 4) reporting the status of all public facilities covered under this system to the City's Capital Improvement Facilities Project Manager and recommending a schedule of improvements for those public facilities found to have existing deficiencies.

CAPACITY AND LEVEL-OF-SERVICE INVENTORY

The Department of Community Development collects, and makes available to the public, information on certain facilities as described below in Table 7. The information has been available since November 1, 1990 and is updated annually thereafter. The provisions and requirements of the Concurrency Management System apply only to those facilities listed in Table 7.

CAPITAL IMPROVEMENTS ELEMENT

TABLE 7
PUBLIC FACILITIES CAPACITIES AND LEVEL-OF-SERVICE INVENTORY
FOR CONCURRENCY MANAGEMENT

The following inventories shall be maintained by the Department of Community Development to be used for the concurrency assessment of new development.

TRANSPORTATION

Design capacity of different roadway types and bikeways.

The existing level of service measurement.

Analysis of specific facilities.

The service degradation on those facilities classified as backlogged, based on the methodology described in the Transportation Element of this Plan.

The adopted level of service standards for all roadway types and desired level of service standard for bikeways.

The existing capacities or deficiencies of the transportation system.

The capacities reserved for approved but unbuilt development.

The projected capacities or deficiencies due to approved but unbuilt development.

The improvements to be made to the transportation system in the current fiscal year by the City, Volusia County, the Florida Department of Transportation, or other public agency and the impact of such improvements on the existing capacities or deficiencies.

SANITARY SEWER

The design capacity of the wastewater treatment facilities.

The existing level-of-service standards measured by the average number of gallons per day unit based on the average flows experienced at the treatment plant and the total number of equivalent residential units within the service area.

The adopted level-of-service standard for average daily flows per equivalent residential unit.

The existing deficiencies of the system.

The capacities reserved for approved but unbuilt development.

The projected capacities or deficiencies due to approved but unbuilt development.

The improvements to be made to the facility in the current fiscal year by any approved developments pursuant to previous development orders and the impact of such improvements on the existing capacities or deficiencies.

POTABLE WATER

Permitted groundwater withdrawal capacity as per the City's Consumptive Use Permit.

The design capacity of potable water treatment facilities.

The existing level of service measured by the average number of gallons per day per unit based on the average flows experienced and the total number of equivalent residential units within the service area.

The existing potable water storage capabilities of the water system.

CAPITAL IMPROVEMENTS ELEMENT

TABLE 7
(Continued)

POTABLE WATER (Continued)

The existing minimum water pressure.

The adopted level-of-service standards for the potable water facility components.

The existing capacities or deficiencies of the system.

The capacities reserved for approved but unbuilt development.

The improvements to be made to the facility in the current fiscal year by any approved developments pursuant to previous development orders and the impact of such improvements on the existing capacities or deficiencies.

The improvements to be made to the facility in the current fiscal year by the City and the impact of such improvements on the existing capacities or deficiencies.

SOLID WASTE DISPOSAL

The design capacity of solid waste disposal facilities.

The existing level of service measured by the number of units served per route.

The adopted level-of-service standard for solid waste.

The capacities reserved for approved but unbuilt development.

The projected capacities or deficiencies due to approved but unbuilt development.

The improvements to be made to the system in the current fiscal year by any approved developments pursuant to previous development orders and the impact of such improvements on the existing capacities or deficiencies.

The improvements to be made to the system in the current fiscal year by the City and the impact of such improvements on the existing capacities or deficiencies.

STORMWATER DRAINAGE

The existing level of service measured by storm event.

The adopted level-of-service standard for stormwater drainage quantity and quality.

RECREATION AND OPEN SPACE

The existing acreage of parkland and the existing number of recreation facilities in the Recreation and Open Space Element of this Plan.

The existing level of service measured by the number of acres of parkland available per 1,000 residents of the City based on an inventory of parklands in the City and the population of the City.

The existing level of service for recreation facilities measured by the adopted standard based on an inventory of the facilities in the City and the population of the City.

The adopted level-of-service standards for parkland acreage and individual recreation facilities in the Recreation and Open Space Element of this Plan.

CAPITAL IMPROVEMENTS ELEMENT

TABLE 7
(Continued)

RECREATION AND OPEN SPACE (Continued)

The existing capacities reserved for approved but unbuilt development.

The projected capacities or deficiencies due to approved but unbuilt development.

The improvements to be made to the recreation facilities in the current fiscal year by any approved developments pursuant to previous development orders and the impact of such improvements on the existing capacities or deficiencies.

The improvements to be made to the recreation facilities in the current fiscal year by the City and the impact of such improvements on the existing capacities or deficiencies.

PUBLIC SCHOOL FACILITIES*

The existing level-of-service for each School Concurrency Service Area.

The adopted level-of-service standard for each School Concurrency Service Area.

The existing and projected deficiencies of the system.

The number of approved residential units and their projected students that have received school concurrency certificates, but whose units are not constructed.

The projected capacities and level-of-service due to approved but unbuilt residential development.

The improvements to be made by any approved developments pursuant to Capacity Enhancement Agreements and/or Mitigation Agreements and the projected impact of such improvements on school capacities and the adopted level-of-service.

*The Public School Facilities inventories are maintained by the School Board of Volusia County.

Source: City of Port Orange, 2009

CONCURRENCY ASSESSMENT

The Department of Community Development is responsible for determining concurrency for all applications of development orders for final site plans and/or applications of development orders for final site plans and/or final subdivision plans. When reviewing applications for such development orders, the Department performs a Concurrency Assessment to ensure that public facilities are available concurrent with the impacts of the proposed development. To conduct the assessment, the inventory presented in Table 7 is used as a base for the establishment of existing conditions. The capacity of existing public facilities to service new development shall then be determined by using the general rules presented in Table 8 and the facility-specific rules presented in Table 9. Finally, a determination of concurrency is made. Such determination may include conditions of approval which are deemed necessary for concurrency to be ensured.

The Department of Community Development provides recommendations to the Planning Commission and City Council concerning those development order applications which require Planning Commission and City Council approval. The comments and recommendations provided by the Department include, but are not limited to:

1. the ability of existing facilities to accommodate the proposed development at the adopted level-of-service standards;
2. any existing facility deficiencies that will need to be corrected prior to the completion of the proposed development;
3. the facility(s) improvements or additions that will be needed to accommodate the impacts of the proposed development at the adopted level(s)-of-service standard(s);
4. the date such facility(s) improvements or additions will need to be completed to be concurrent with the impacts on such facility(s) created by the proposed development; and
5. a recommendation of approval or denial with any applicable conditions for the timing and location of needed improvements.

Prior to the issuance of a development order for a proposed new development, the City Council and/or the Department of Community Development determines:

1. the impacts created by the proposed development;
2. whether the public facilities covered under the Concurrency Management System will be available concurrent with the impacts of new development at the adopted level;
3. those facility(s) improvements or additions that are required to ensure the finding of concurrency; and
4. the entity responsible for the design and installation of all required facility(s) improvements or additions.
5. whether the development will have to participate in a Concurrency and Fair Share Agreement, as outlined in the City's Proportionate Fair Share Ordinance.

The adopted level-of-service standards are the minimum acceptable standards with which all proposed new development shall comply. The Concurrency Management System does not preclude the Planning Commission or the City Council from imposing other conditions of approval, including improvements and additions to the facilities covered under this system beyond the minimums necessary to achieve concurrency.

FACILITIES REPORTING

Annually, the Department of Community Development reports to the City Council the information required in Table 7. The report includes the degree of any deficiencies and a summary of the impacts the deficiencies will have on the approval of development orders. The Department of Community Development then recommends a schedule of improvements necessary to prevent a moratorium or a reduction in the approval of development orders.

CAPITAL IMPROVEMENTS ELEMENT

TABLE 8
GENERAL RULES FOR CONCURRENCY ASSESSMENT

EXISTING DEFICIENCIES

No development may be approved which will impact any facility which is currently deficient unless the facility is required to be improved in the current fiscal year pursuant to a previous development order or permit, except within the Transportation Concurrency Exception Area. Any needed improvements shall be completed prior to the projected impacts of the proposed development as required by Table 7. Developments within the Town Center TCEA shall be required to provide funding contributions or mobility improvements commensurate with anticipated level of impact to the overall transportation system and shall be credited for any mobility improvements or programs deemed acceptable by the City as a means of offsetting such mobility impacts.

APPROVED IMPACTS

The impacts of new development shall be assessed against the existing conditions as described in Table 7 and the projected impacts from approved but unbuilt development. These two items together shall be considered the existing conditions for all public facilities for the impact assessment of all proposed development.

PHASING

Development that is proposed to be phased may also phase the improvement of facilities provided the concurrency requirements for each facility as described in Table 7 are met.

TIME SPECIFIC APPROVAL

All development approvals shall have a time period specified in the development order or permit in which development must commence. The time period may involve two or more phases but the timing of each phase shall be specified in the development order or permit.

Any required improvements shall also require a time period for construction and completion. Should development or facilities improvements fail to begin or be completed in accordance with the development order or site construction permit, all outstanding approvals of the development shall expire. Amendments to time schedules shall be permitted but must be approved consistent with the procedures established in the Land Development Code.

ADDITIONAL INFORMATION

The Department of Community Development may require additional information from applicants or other City Departments in order for an accurate assessment to be conducted. Such additional informational requests shall be reasonable and be provided in writing to the applicant or appropriate Department.

Should the Department of Community Development require a special study (such as traffic counts on a road that is not regularly monitored), the applicant shall provide such information. Review and approval of proposed development may be postponed for a reasonable time period in order that more information may be gathered on a facility. Proposed development may be denied approval, for failure of the applicant to provide adequate information on the projected impacts created by the development.

Source: City of Port Orange, 2009

CAPITAL IMPROVEMENTS ELEMENT

TABLE 9
FACILITY SPECIFIC RULES FOR CONCURRENCY ASSESSMENT

TRANSPORTATION

Traffic impact analysis studies are required for development projects to determine the project impacts, maintain information on roadway conditions, and develop appropriate mobility mitigation strategies. Such studies must be consistent with the adopted TPO Guidelines. The studies shall calculate the number of trips generated by the proposed development, show the distribution and assignment of the projected trips, and project the level of service of impacted road links. Traffic studies shall still be required for projects within the Town Center Transportation Concurrency Exception Area (TCEA) to provide a measure of the projects impacts and to maintain information on the roadway conditions within the TownCenter TCEA to develop, monitor, and adjust mobility strategies.

Prior to the issuance of a Certificate of Occupancy, all facility improvements necessary to accommodate the impacts of the development shall be in place or planned for construction within the first three years of the adopted FDOT Work Program, County Road Program, and/or City CIP. If the necessary facility improvements will not be in place or under construction within three years of the time of the development approval, the development's approval will be subject to the signing of an enforceable development agreement, such as a Concurrency and Fair-Share Agreement, as outlined in the City's Proportionate Fair Share Ordinance. Completed improvements may be required prior to the issuance of a building permit if deemed necessary for public safety purposes. Outside the boundaries of the Transportation Concurrency Exception Area, the City may grant *de minimus* exceptions up to a cumulative 10% degradation of the adopted peak-hour LOS standard volume, as long as the facility is not an evacuation route or part of the State's SIS.

SANITARY SEWER

The City's Land Development Code provides sanitary sewer use standards for residential development based on equivalent residential units and for non-residential development based on gross leasable area. The City may also require commercial and industrial developments to provide a description and estimate of wastewater generations for any commercial or industrial processes which create wastewater that will be discharged into the City's system.

Prior to the issuance of a Certificate of Occupancy, all facility improvements necessary to accommodate the impacts of that portion of the development receiving a Certificate of Occupancy shall be in place, as required by the Development Order.

POTABLE WATER

The City's Land Development Code provides potable water use standards for residential development based on equivalent residential units and for non-residential development based on gross leasable area. The City may also require commercial and industrial developments to provide a description and estimate of water use needs for any commercial or industrial processes involving potable water.

Prior to the issuance of a Certificate of Occupancy, groundwater or alternative water supplies and all facility improvements necessary to accommodate the impacts of that portion of the development receiving a Certificate of Occupancy shall be in place, as required by the Development Order and the City Consumptive Use Permit.

CAPITAL IMPROVEMENTS ELEMENT

TABLE 9
(Continued)

SOLID WASTE

The City's Land Development Code provides solid waste generation standards based on land use types. Commercial and industrial developments which are potential hazardous waste generators shall provide a description and estimate of tonnage of solid waste to be generated. The applicant will be responsible for coordinating with Volusia County for disposal of such waste. The City will then obtain written approval from Volusia County that the proposed development's hazardous waste generation can be accommodated at the County's landfill.

Prior to the issuance of a Certificate of Occupancy, all facility improvements necessary to accommodate the impacts of that portion of the development receiving a Certificate of Occupancy shall be in place.

STORMWATER DRAINAGE

All development shall prepare a drainage plan based on the Stormwater Management regulations which incorporate the level-of-service design storm. Such plans shall be approved by the City's Storm Drainage Engineer prior to the approval of the development.

Prior to the issuance of a building permit, all facility improvements necessary to accommodate the impacts of that portion of the development receiving the building permit shall be approved and a schedule established for their implementation such that all improvements shall be completed prior to the issuance of a Certificate of Occupancy.

RECREATION

The City's Land Development Code provides recreation standards for residential uses. Commercial and industrial developments shall not be assessed as having an impact on recreational facilities. However, the City reserves the right to require the provision of recreational facilities a part of Planned Commercial Developments.

Prior to the issuance of a building permit, all facility improvements necessary to accommodate the impacts of the entire development shall be approved and a schedule established for their implementation such that all improvements shall be completed prior to the issuance of the last Certificate of Occupancy.

PUBLIC SCHOOLS

The Interlocal Agreement for Public School Facilities Planning, the Public School Facilities Element, and the City's Land Development Code provides district-wide level-of-service standards for all school types and establishes Concurrency Service Areas for each school type.

The School Board shall conduct a concurrency review that includes findings and recommendations of whether there is adequate capacity to accommodate proposed development for each type of school, consistent with the adopted level-of-service. Prior to the issuance of the Final Development Order for a residential development or a development with a residential component, facility capacity necessary to accommodate the impacts of that portion of the development receiving a Development Order shall be in place or planned for construction within the first three years of the adopted five-year School District Capital Improvement Program. If the necessary facility capacity will not be in place or under construction within three years of the time of the development approval, the developer has the option to enter into negotiations for a Mitigation Agreement and development approval will be subject to the execution of the Mitigation Agreement.

Source: City of Port Orange, 2009

GOALS, OBJECTIVES, AND POLICIES

GOAL 1: CAPITAL IMPROVEMENTS

THE CITY SHALL UNDERTAKE NECESSARY ACTIONS TO ECONOMICALLY AND EFFICIENTLY PROVIDE NEEDED PUBLIC FACILITIES AND SERVICES TO ALL RESIDENTS WITHIN ITS JURISDICTION IN A MANNER WHICH PROTECTS INVESTMENTS IN EXISTING FACILITIES, MAXIMIZES THE USE OF EXISTING FACILITIES, AND PROMOTES ORDERLY COMPACT URBAN GROWTH.

Objective 1.1: Capital improvements will be provided to correct existing deficiencies, to accommodate anticipated future growth, and to replace outdated and obsolete facilities, as indicated in the Schedule of Improvements of this Element.

Policy 1.1.1: The City shall include all projects required to meet or maintain adopted LOS standards or implement the Goals, Objectives, and Policies of the Comprehensive Plan and determined to be of relatively large scale in cost (\$25,000 or greater) as Capital Improvement Projects to be included in the Schedule of Improvements of this Element;

Policy 1.1.2: The City shall, for accounting purposes, also include into this Element Debt Service and Operating expenditures.

Policy 1.1.3: The City shall, as a matter of priority, schedule and fund all capital improvement projects in the City's annual Capital Improvement Program which are designed to correct existing deficiencies as listed in the various other Elements of this Plan.

Policy 1.1.4: The City will continue its current program providing for renewal and replacement of capital facilities as outlined in the various Elements of this Plan.

Policy 1.1.5: The Capital Improvements Coordinating Committee, composed of senior staff from operating departments and Finance, shall evaluate and rank on an annual basis in order of priority the projects proposed to be included in the Schedule of Improvements.

Policy 1.1.6: Proposed City capital improvement projects shall be evaluated and ranked in order of priority according to the following criteria:

- A. Whether the project is needed to protect public health and safety, to fulfill the City's legal commitment to provide facilities and services, or to preserve or achieve full use of those facilities already in place.
- B. Whether the project increases efficiency of use of existing facilities, prevents or reduces future improvement costs, provides services to developed areas lacking full service, or promotes in-fill development.
- C. Whether the project represents a logical extension of facilities and services and is coordinated with the plans of state agencies that provide facilities within

- the City.
- D. Whether the project implements the policies of this Comprehensive Plan as they pertain to the concurrency requirements or mobility strategies in support of the City's Town Center TCEA.
 - E. Whether the project is financially feasible.

Policy 1.1.7: The potential for reducing Vehicle Miles Traveled (VMTs) and green house gas (GHG) emissions should be considered in all location and investment decisions for public facilities.

Objective 1.2: Future development will bear a proportionate cost of facility improvements or mobility strategies necessitated by the development in order to maintain the adopted level-of-service standards or to maintain mobility within the City's Town Center Transportation Concurrency Exception Area (TCEA).

Policy 1.2.1: The City will continue to collect impact fees from development projects to pay for the provision of public facilities and services required by those projects.

Policy 1.2.2: The City shall consider the use of other impact fees to fund TCEA mobility strategies.

Policy 1.2.3: All new development shall be required to donate or reserve their fair share of right-of-way adjacent to major roadways prior to the issuance of a final development order.

Policy 1.2.4: All new development shall be required to pay its proportionate fair share toward transportation LOS and mobility improvements necessary to provide capacity for its impacts.

Objective 1.3: The City will manage its fiscal resources to ensure the provision of needed capital improvements for previously issued development orders and for future development and redevelopment.

Policy 1.3.1: In providing capital improvements, the City shall limit the maximum ratio of outstanding indebtedness to no greater than 15% of the property tax base.

Policy 1.3.2: The City shall continue to adopt a Capital Improvement Program and an Operating Budget on a yearly basis as part of this budgeting process for implementation of the Goals, Objectives, and Policies set forth in this Comprehensive Plan.

Policy 1.3.3: The City shall continue to apply for and secure grants or private funds whenever available to finance the provision of capital improvements and other City improvement projects.

Policy 1.3.4: Prior to the issuance of Certificates of Occupancy, the City will provide for all public facilities needed to service development for which Development Orders were previously issued.

Policy 1.3.5: The City shall allocate the costs of new public facilities on the basis of the benefits received by existing and future residents.

Policy 1.3.6: The City shall identify and use stable revenue sources which are also responsive to growth for financing public facilities.

Policy 1.3.7: The City shall continue to strive for financial self-sufficiency in the provision of public facilities.

Policy 1.3.8: A capital improvement scheduled to be funded through grants and/or funding that requires a referendum will not be undertaken if the grants are not secured or the referendum is not passed; however, if the improvement is needed to maintain a LOS standard, then all new development will be required to contribute its fair share towards the improvement.

Policy 1.3.9: The City shall identify funding sources for the mobility strategies in the Town Center Transportation Concurrency Exception Area (TCEA) annually during the update to the Capital Improvements Plan. Mitigation shall be satisfied through a combination of physical infrastructure improvements, as listed in the Transportation Mobility Element, or payment of impact fees, and proportionate fair-share contributions, or other future identified sources.

Policy 1.3.10: The City may create a special assessment district to secure funding for TCEA strategies and identified improvements within the Port Orange Town Center Redevelopment District. The City shall amend the Capital Improvements Schedule annually to incorporate funding from the special assessment district for capital improvements to enhance mobility within the TCEA.

Policy 1.3.11: The City will pursue and secure funding from other revenue sources including, but not limited to:

- Florida Inland Navigation Department (FIND) grants
- Volusia County ECHO grants
- Community Development Block Grant (CDBG) funds
- Ponce de Leon Port District
- Special Assessment District
- Florida Department of Economic Opportunity (DEO)
- Florida Department of Transportation (FDOT)
- Transportation Planning Organization (TPO)
- Transportation impact fees
- Utility projects (drainage, water, wastewater)
- Parking credits
- Gas tax

Objective 1.4: The City will utilize a Concurrency Management System so that decisions regarding the issuance of development orders and permits will be based upon coordination of the development requirements included in this Plan, the land development regulations, and the availability of necessary public facilities to support such development at the time needed.

The Transportation Concurrency Exception Area provides concurrency exceptions for the issuance of development orders and permits for infill development and redevelopment based upon the multimodal transportation policies and strategies for mobility included in this Plan.

Policy 1.4.1: The City shall use the following Level-of-Service (LOS) standards in reviewing the impacts of new development and redevelopment upon public facility provision, except for the Roadways within the Transportation Concurrency Exception Area as described in the Transportation Mobility Element:

Sanitary Sewer --

Capacity: 160 gallons per equivalent residential unit per day. 1/10 gallon per square foot per day of commercial, industrial, or institutional development

Solid Waste --

Capacity: 3.21 pounds per capita per day; up to 1,350 residential units per curbside collection vehicle; 10 lbs/1,000 square feet of non-residential development

Potable Water --

Per Capita Consumption: 180 gallons per day per equivalent residential unit. 1/10 gallon per square foot per day of commercial, industrial, or institutional development; not to exceed CUP capacity for groundwater withdrawals

System Minimum Pressure during fire flow: 20 psi

Storage Provided: 50% of daily flow

Well Capacity: Meet or exceed CUP capacity for groundwater withdrawals

Normal Operating Pressure: 60-70 psi

Water Plant Capacity: Adequate for peak day. Three year lead time for planned expansion.

High Service Pumping: Peak hour with largest pump out of service. Expansion concurrent with treatment capacity.

Water Quality: Meet State and Federal Drinking Water Standards.

Drainage --

Quantity: 25-year, 24-hour storm event; per Drainage Sub-Element.

Quality: Reduction of pollutants to a level compatible with State Standards.

Transportation --

LOS C for FIHS and SIS roads

LOS E for City and County-maintained arterials and collectors

LOS D for Williamson Boulevard (*Spruce Creek* to Airport Road)
LOS D for State maintained non SIS or FIHS roadways, and
designated hurricane evacuation routes

Desired LOS D for bikeways

Recreation Standards for Facilities --

Parkland	7 acres / 1,000 persons
Ball Field	1 field / 5,000 persons
Basketball Court	1 court / 4,000 persons
Multipurpose Field	1 field / 3,500 persons
Tennis Court	1 court / 4,000 persons
Neighborhood Center	1 facility / 15,000 persons

Policy 1.4.2: Prior to the approval of an application for a final subdivision or development plan, the City will review the proposed application to ensure that public facilities and services needed to support the development are available concurrent with the impacts of such development based on the Concurrency Management System as set forth in the Capital Improvements Element (Tables 7, 8, and 9) and as provided in Goals 1 and 2 of the Transportation Mobility Element.

Policy 1.4.3: Provisions in the Comprehensive Plan that ensure public facilities and services standards will be met to satisfy the Concurrency requirement are listed below.

- A. The necessary facilities and services are in place or under construction at the time a development permit is issued; or
- B. A development permit is issued subject to the condition that the necessary facilities and services will be in place when the impacts of the development occur. For required roadway facilities, the construction commencement and completion date and source of funds for the necessary facility shall be adopted in the Capital Improvements Schedule; or
- C. The necessary facilities and services are guaranteed in an enforceable development agreement. The agreement must guarantee that the necessary facilities and services will be in place when the impacts of the development occur; or
- D. At the time the development permit is issued, the necessary facilities and services are the subject of a binding executed contract which provides for the commencement of the actual construction of the required facilities or the provision of services within three years of the development approval; or
- E. The necessary facilities and services are guaranteed in an enforceable development agreement which required the commencement of the actual construction of the facilities or the provision of services within one year of the issuance of the applicable development permit; or
- F. The necessary facilities and services are guaranteed in an adopted CIP but are not funded for construction within the first three years, and the development has entered into a Fair-Share Agreement to pay its proportionate fair share toward the required facilities.

For potable water, sewer, solid waste, and drainage facilities, at a minimum, one of

provisions A-C must be met to satisfy the concurrency requirement. For parks and recreation and transportation facilities, any one of the provisions A-E must be met to satisfy the concurrency requirement. It should be noted, however, that concurrency for transportation facilities, as per provisions C and E, is predicated only upon development agreements which are subject to Chapter 163.3220 (Florida Local Government Development Agreement Act) or Chapter 380 (Land and Water Management), Florida Statutes. Pursuant to 163.3180 F.S., the portion of the City designated as a Transportation Concurrency Exception Area (TCEA) is not subject to State-mandated transportation concurrency requirements. In accordance with this statute, the City has developed mobility strategies which must be met for development to occur, in the TCEA. As development occurs, mitigation shall be satisfied through a combination of physical infrastructure improvements, as listed in the Transportation Mobility Element, or payment of impact fees, and proportionate fair-share contributions, or other future identified sources. These must be guaranteed using any one of options above.

Policy 1.4.4: Proposed plan amendments and requests for new development or redevelopment shall be evaluated according to the following guidelines as to whether the proposed action would:

- A. Be consistent with the Public Facilities Element and the Coastal Management Element and not contribute to a condition of public hazard.
- B. Be consistent with the Transportation Mobility Element; Public Facilities Element; and Recreation and Open Space Element and not intensify any existing public facility capacity deficits not envisioned within this plan.
- C. Generate public facility demands that may be accommodated by planned capacity increases.
- D. Conform with future land uses as shown on the future land use map, and Urban Service Areas as described in the Public Facilities Element of this Plan.
- E. Accommodate public facility demands based upon level-of-service standards by provision of facilities by the developer or by the City consistent with this element.
- F. Be consistent with state and regional agencies' and water management district's facilities plans.

Policy 1.4.5: The City shall include projects within the City's Five-Year Capital Improvements Program and the Capital Improvements Element to fund mobility and implement strategies to support the Town Center Transportation Concurrency Exception Area (TCEA). The identified projects will be prioritized consistent with the Transportation Mobility Element.

Policy 1.4.6: The City will work annually through the TPO's Transportation Improvement Program (TIP) with FDOT, the TPO and Volusia County to promote the inclusion of projects in their plans, programs and development regulations that maintain mobility within or that would benefit the TCEA in terms of mobility; and to identify joint funding strategies, including special assessment and developer contributions, that would allow for the acceleration of long range improvements for inclusion with the TIP or the City's 5-year Capital Improvements Schedule, as appropriate.

Policy 1.4.7: Capital Improvements necessary for water supply concurrency will be identified and included in the annual update to the Capital Improvements Schedule.

GOAL 2: PUBLIC SCHOOL FACILITIES

PROVIDE FOR A FINANCIALLY FEASIBLE PUBLIC SCHOOL FACILITIES PROGRAM.

Objective 2.1: The City of Port Orange shall ensure that the capacity of schools is sufficient to support residential subdivisions and site plans at the adopted level-of-service standard. This level of service standard shall be consistent with the level of service standard adopted in the interlocal agreement entered into by the School Board and the local governments within Volusia County.

Policy 2.1.1: The level-of-service standard adopted by the City of Port Orange is the same as adopted by all local governments within Volusia County and by the School Board and shall be applied district-wide to all schools of the same type.

Policy 2.1.2: Consistent with the interlocal agreement, the uniform, district-wide level-of-service standards are set as follows using FISH capacity based on the traditional school calendar:

Elementary Schools: 115% of permanent FISH capacity for the concurrency service area

K- 8 Schools: 115% of permanent FISH capacity for the concurrency service area.

Middle Schools: 115% of permanent FISH capacity for the concurrency service area

High Schools: 120% of permanent FISH capacity for the concurrency service area

Special Purpose Schools: 100% of permanent FISH capacity

Objective 2.2: The City of Port Orange shall cooperate with the School Board to ensure existing deficiencies and future needs are addressed consistent with adopted level of service standards for public schools.

Policy 2.2.1: By December 1 of each year, the City of Port Orange shall adopt as part of its Capital Improvement Element the Volusia County School District five year work program approved in September of each year as part of the School

District budget, including planned facilities and funding sources to ensure a financially feasible capital improvements program and to ensure the level of service standards will be achieved by the end of the five-year period.

Policy 2.2.3: The City of Port Orange shall coordinate with the School Board and adopt development requirements to ensure that future development pays a proportionate share of the costs of capital facility capacity needed to accommodate new development and to assist in maintaining the adopted level-of-service standards via impact fees and other legally available and appropriate methods.

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STAFF REPORT

CASE NO. 20-27500001

Comprehensive Plan Capital Improvements Element -
2020 Annual Update

REQUEST:	Update and amend the Comprehensive Plan Capital Improvements Element (CIE) in accordance with Florida Statutes
APPLICANT:	City of Port Orange
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION:	Recommended Approval (November 19, 2020)
CITY COUNCIL:	December 15, 2020

INTRODUCTION

Each year, the City is required to amend their Comprehensive Plan Capital Improvements Element (CIE) to include projects from the City's current FY21-26 Capital Improvements Program (CIP). The projects copied from the CIP are primarily improvements needed to maintain the City's adopted level of service (LOS) standards for public facilities. These facilities include water, sewer, stormwater, solid waste, roads, parks, and schools. The CIP was adopted in concept by City Council on August 4, 2020, by Resolution No. 20-29 and it was formally adopted as part of the FY21 Operating and Capital Budgets on September 23, 2020 by Resolution No. 20-48 and 20-49 respectively. The CIP includes various projects to support the LOS for City public facilities. The proposed amendments take these projects previously approved by Council with the CIP and add them into the CIE.

State law requires that local governments update their Comprehensive Plan Capital Improvements Element (CIE) every year to show that they have funded or planned to fund the public facility improvements needed to support their population¹. The proposed amendments in Exhibit A are required to be in the underline/strikethrough format. For each table or text that is to be updated from the prior year (FY20 – FY25) to the current year CIP (FY21 – FY26) the deleted prior year text is shown in strikethrough (~~strikethrough~~) format and the added current year text is underlined (underlined). Text that is not struck through or underlined remains as existing text in the current year CIE.

PURPOSE

Under the 1985 Growth Management Act, local governments are mandated to plan for the availability of public facilities and services to support development and the impacts of such development. The purpose of the CIE and the 5-year Capital Improvements Schedule is to identify the capital improvements needed to implement the Comprehensive Plan and ensure the adopted Level of Service (LOS) Standards for concurrency-related facilities are achieved and maintained.

¹ Ch. 163.3177(3) F.S.

DISCUSSION

The amendments to the CIE include the updated Schedule (copied from the City's adopted FY21 – 26 Capital Improvements Program) and other amendments to update data related to the Schedule and other statutorily required information, such as excerpts from the Transportation Planning Organization's (TPO) Transportation Improvements Program (TIP) and the Volusia County School District Five-Year Work Program (Exhibit 1, Tables 5 and 6).

The CIE Schedule includes projects required to meet or maintain adopted LOS standards for concurrency-related facilities or implement the Goals, Objectives, and Policies of the Comprehensive Plan (Exhibit 1). The concurrency management system for the City of Port Orange is established by policy in the City's Comprehensive Plan and administered through regulations contained within the City's Land Development Code.

The City is required to monitor the cumulative effect of all approved Development Orders and Development Permits on the capacity of public facilities. This obligation is met through individual concurrency reviews of development proposals and the annual Concurrency Management Report (CMR). The City's concurrency review evaluates the following public facilities and services:

- Transportation
- Sanitary Sewer
- Potable Water
- Stormwater Drainage
- Solid Waste
- Recreation
- Public Schools

The 2020 CMR identified that all public facilities and services subject to concurrency are at sufficient levels based on adopted Level-of-Service (LOS). The CMR also identified improvements that are planned or programmed to ensure that the City continues to maintain the adopted LOS.

RECOMMENDATION

Staff recommends **approval** of the adoption of the 2020 CIE Annual Update.

ATTACHMENT

Exhibit 1 – Annual Update to the CIE (see Ordinance Exhibit)



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 12/15/2020

Consent item: No

SUBJECT: (I29) Approval of Amendment No.1 to the Restatement of City of Port Orange-YMCA Lease Agreement

DEPARTMENT: City Manager

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Amendment No.1 to the Restatement of City of Port Orange-YMCA Lease Agreement authorizing Mayor and City Clerk to sign the agreement.

SUMMARY: The YMCA currently leases 4701 City Center Parkway from the city to run its programs in Port Orange and has done so continuously since October 1989. The most current lease was executed in December 2017 and expires in December of 2027.

At the City Council meeting on December 1, 2020, the Council agreed to amend the current contract to provide for 50% rent deferral for an additional 6 months, through June 2021. After that point the YMCA will pay the original agreed upon rental rate in addition to the payback of all deferred amounts over 5 years.

The total deferred amount will be \$104,173.79, which will be paid back through additional rent payments of \$1,736.23 over 60 months beginning in July 2021 (in addition to the regular rent payments).

The current contract includes provisions for default if the YMCA cannot pay the rent or deferral amount and that provision does not change with this amendment.

Project No.: Funding Account No.:

Presenter: Alan Rosen

ATTACHMENTS:

1.	Amendment No 1 to Restated Lease Agreement	Amendment No 1 to Restated lease agreement.pdf
2.	YMCA Amendment 7 2017 Fully Executed	YMCA Amendment 7 2017 Fully Executed.pdf
3.	YMCA Waiver and Deferral Letter	YMCA Waiver and Deferral Letter.pdf
4.	Port Orange YMCA BOV 09192016	Port Orange YMCA BOV 09192016.pdf

Robin Fenwick	Created/Initiated - 11/30/2020
Alan Rosen	Approved - 12/4/2020
Scott Neils	Approved - 12/4/2020
Shannon Balmer	Approved - 12/7/2020
Robin Fenwick	Final Approval - 12/7/2020

**AMENDMENT NO. 1 TO THE RESTATEMENT OF
CITY OF PORT ORANGE-YMCA LEASE AGREEMENT**

(FKA SEVENTH AMENDMENT AND RESTATEMENT OF CITY OF PORT ORANGE-YMCA LEASE AGREEMENT)

THIS AMENDMENT NO. 1 to the Restatement of City of Port Orange-YMCA Lease Agreement (FKA Seventh Amendment and Restatement of City of Port Orange-YMCA Lease Agreement) ("Amendment No. 1") is made and entered into this ____ day of _____, 2020, by and between the **CITY OF PORT ORANGE**, a Florida municipality ("City") and **VOLUSIA/FLAGLER FAMILY YOUNG MEN'S CHRISTIAN ASSOCIATION, INC.** formerly known as The Greater Daytona Beach Area Young Men's Christian Association, Inc. ("YMCA" or "Lessee"). (City and YMCA shall be collectively referred to herein as the "Parties.")

WHEREAS, the City and YMCA previously entered into the Original Lease Agreement executed on October 11, 1989 and subsequently amended by Amendment No. 1, Amendment No. 2, Amendment No. 3, Second Amendment No. 3, Amendment No. 4, Amendment No. 5, and Amendment No. 6, as more specifically referenced in the Seventh Amendment and Restatement of City of Port Orange-YMCA Lease Agreement, collectively "Original Lease Agreement"; and

WHEREAS, on December 12, 2017, City and YMCA executed the Seventh Amendment and Restatement of City of Port Orange-YMCA Lease Agreement for the purpose of amending and restating the terms and conditions of the lease of the Demised Premises, as defined and more particularly described in the Seventh Amendment and Restatement of City of Port Orange-YMCA Lease Agreement; and

WHEREAS, thereby entering into the Seventh Amendment and Restatement of City of Port Orange-YMCA Lease Agreement, the City and YMCA agreed the Seventh Amendment and Restatement of City of Port Orange-YMCA Lease Agreement is a restatement of the Parties intentions and thereby supersedes and replaces the Original Lease Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3, Second Amendment No. 3, Amendment No. 4, Amendment No. 5, and Amendment No. 6; and

WHEREAS, City and YMCA agree that reference made to the Seventh Amendment and Restatement of City of Port Orange-YMCA Lease Agreement going forward will be known as the Restatement of City of Port Orange-YMCA Lease Agreement (hereinafter "Restated Lease Agreement"), as this document fully supersedes and replaces all prior agreements; and

WHEREAS, the City and YMCA have entered into Letters of Understanding with regard to temporary waiver and deferral of rent payments due and owing under the Restated Lease Agreement; and

WHEREAS, City and YMCA desire to formalize and account for the latitudes granted in the Letters of Understanding by amendment of certain provisions in the Restated Lease Agreement related to the rent schedule as set forth herein.

NOW, THEREFORE, in consideration of the terms conditions, promises, covenants and payments hereinafter set forth, City and YMCA agree as follows:

1. The foregoing premises are true and correct and incorporated herein by reference.
2. Section 7.a. of the Restated Lease Agreement between City and YMCA is hereby amended to read as follow:
 - a. YMCA covenants and agrees to pay to the City, as a rental payment, as described in this Section 7 of this Restated Lease Agreement, which shall be payable on the first day of the month and each successive first day of the month thereafter, in advance, without notice or demand, commencing January 1, 2018, hereafter referred to as the "Date of First Payment" and shall be delivered to: City of Port Orange, FL Attention: Accounts Receivable, 1000 City Center Circle, Port Orange, FL 32129. The rental specified herein shall be net to the City during the term of this Restated Lease Agreement. The rental shall include the City's cost of insurance for the real property and general liability, cost of maintaining the structural, mechanical, electrical, plumbing, access equipment, if any, and other components for the building of the Demised Premises, as more specifically defined in Section 10. All other costs, expenses and obligations of every kind including but not limited to electric, water, and sanitary sewer services, telecommunications services, insurance, maintenance, janitorial and cleaning services, and maintenance of the surrounding grounds services relating to the Demised Premises, which may arise or become due during the term of this Restated Lease Agreement shall be paid by YMCA. The City shall be indemnified by YMCA against such costs, expenses, and obligations. The rental rate shall be based upon the square footage of the Demised Premises totaling 43,293 square feet as follows:

[RENT TABLE TO FOLLOW ON NEXT PAGE]

Month	Original Lease Payment	(Deferrals) and Paybacks	Amended Payments with Deferral and Payback	Deferral Balance
20-Oct	\$18,724.22	(\$18,724.22)	\$-	(\$18,724.22)
20-Nov	18,724.22	-18,724.22	-	(\$37,448.44)
20-Dec	18,724.22	-9,362.11	9,362.11	(\$46,810.55)
21-Jan	19,121.08	-9,560.54	9,560.54	(\$56,371.09)
21-Feb	19,121.08	-9,560.54	9,560.54	(\$65,931.63)
21-Mar	19,121.08	-9,560.54	9,560.54	(\$75,492.17)
21-Apr	19,121.08	-9,560.54	9,560.54	(\$85,052.71)
21-May	19,121.08	-9,560.54	9,560.54	(\$94,613.25)
21-Jun	19,121.08	-9,560.54	9,560.54	(\$104,173.79)
21-Jul	19,121.08	1,736.23	20,857.31	(\$102,437.56)
21-Aug	19,121.08	1,736.23	20,857.31	(\$100,701.33)
21-Sep	19,121.08	1,736.23	20,857.31	(\$98,965.10)
21-Oct	19,121.08	1,736.23	20,857.31	(\$97,228.87)
21-Nov	19,121.08	1,736.23	20,857.31	(\$95,492.64)
21-Dec	19,121.08	1,736.23	20,857.31	(\$93,756.41)
22-Jan	19,481.85	1,736.23	21,218.08	(\$92,020.18)
22-Feb	19,481.85	1,736.23	21,218.08	(\$90,283.95)
22-Mar	19,481.85	1,736.23	21,218.08	(\$88,547.72)
22-Apr	19,481.85	1,736.23	21,218.08	(\$86,811.49)
22-May	19,481.85	1,736.23	21,218.08	(\$85,075.26)
22-Jun	19,481.85	1,736.23	21,218.08	(\$83,339.03)
22-Jul	19,481.85	1,736.23	21,218.08	(\$81,602.80)
22-Aug	19,481.85	1,736.23	21,218.08	(\$79,866.57)
22-Sep	19,481.85	1,736.23	21,218.08	(\$78,130.34)
22-Oct	19,481.85	1,736.23	21,218.08	(\$76,394.11)
22-Nov	19,481.85	1,736.23	21,218.08	(\$74,657.88)
22-Dec	19,481.85	1,736.23	21,218.08	(\$72,921.65)
23-Jan	19,878.80	1,736.23	21,615.03	(\$71,185.42)
23-Feb	19,878.80	1,736.23	21,615.03	(\$69,449.19)
23-Mar	19,878.80	1,736.23	21,615.03	(\$67,712.96)
23-Apr	19,878.80	1,736.23	21,615.03	(\$65,976.73)
23-May	19,878.80	1,736.23	21,615.03	(\$64,240.50)
23-Jun	19,878.80	1,736.23	21,615.03	(\$62,504.27)
23-Jul	19,878.80	1,736.23	21,615.03	(\$60,768.04)
23-Aug	19,878.80	1,736.23	21,615.03	(\$59,031.81)
23-Sep	19,878.80	1,736.23	21,615.03	(\$57,295.58)
23-Oct	19,878.80	1,736.23	21,615.03	(\$55,559.35)
23-Nov	19,878.80	1,736.23	21,615.03	(\$53,823.12)
23-Dec	19,878.80	1,736.23	21,615.03	(\$52,086.89)
24-Jan	20,275.56	1,736.23	22,011.79	(\$50,350.66)
24-Feb	20,275.56	1,736.23	22,011.79	(\$48,614.43)
24-Mar	20,275.56	1,736.23	22,011.79	(\$46,878.20)
24-Apr	20,275.56	1,736.23	22,011.79	(\$45,141.97)
24-May	20,275.56	1,736.23	22,011.79	(\$43,405.74)
24-Jun	20,275.56	1,736.23	22,011.79	(\$41,669.51)
24-Jul	20,275.56	1,736.23	22,011.79	(\$39,933.28)

[RENT TABLE CONTINUES ON NEXT PAGE]

24-Aug	20,275.56	1,736.23	22,011.79	(\$38,197.05)
24-Sep	20,275.56	1,736.23	22,011.79	(\$36,460.82)
24-Oct	20,275.56	1,736.23	22,011.79	(\$34,724.59)
24-Nov	20,275.56	1,736.23	22,011.79	(\$32,988.36)
24-Dec	20,275.56	1,736.23	22,011.79	(\$31,252.13)
25-Jan	20,672.41	1,736.23	22,408.64	(\$29,515.90)
25-Feb	20,672.41	1,736.23	22,408.64	(\$27,779.67)
25-Mar	20,672.41	1,736.23	22,408.64	(\$26,043.44)
25-Apr	20,672.41	1,736.23	22,408.64	(\$24,307.21)
25-May	20,672.41	1,736.23	22,408.64	(\$22,570.98)
25-Jun	20,672.41	1,736.23	22,408.64	(\$20,834.75)
25-Jul	20,672.41	1,736.23	22,408.64	(\$19,098.52)
25-Aug	20,672.41	1,736.23	22,408.64	(\$17,362.29)
25-Sep	20,672.41	1,736.23	22,408.64	(\$15,626.06)
25-Oct	20,672.41	1,736.23	22,408.64	(\$13,889.83)
25-Nov	20,672.41	1,736.23	22,408.64	(\$12,153.60)
25-Dec	20,672.41	1,736.23	22,408.64	(\$10,417.37)
26-Jan	21,105.34	1,736.23	22,841.57	(\$8,681.14)
26-Feb	21,105.34	1,736.23	22,841.57	(\$6,944.91)
26-Mar	21,105.34	1,736.23	22,841.57	(\$5,208.68)
26-Apr	21,105.34	1,736.23	22,841.57	(\$3,472.45)
26-May	21,105.34	1,736.23	22,841.57	(\$1,736.22)
26-Jun	21,105.34	1,736.22	22,841.56	(\$0.00)
26-Jul	21,105.34	-	21,105.34	
26-Aug	21,105.34	-	21,105.34	
26-Sep	21,105.34	-	21,105.34	
26-Oct	21,105.34	-	21,105.34	
26-Nov	21,105.34	-	21,105.34	
26-Dec	21,105.34	-	21,105.34	
27-Jan	21,502.19	-	21,502.19	
27-Feb	21,502.19	-	21,502.19	
27-Mar	21,502.19	-	21,502.19	
27-Apr	21,502.19	-	21,502.19	
27-May	21,502.19	-	21,502.19	
27-Jun	21,502.19	-	21,502.19	
27-Jul	21,502.19	-	21,502.19	
27-Aug	21,502.19	-	21,502.19	
27-Sep	21,502.19	-	21,502.19	
27-Oct	21,502.19	-	21,502.19	
27-Nov	21,502.19	-	21,502.19	
27-Dec	21,502.19	-	21,502.19	
Total	\$1,760,619.42	\$0.00	\$1,760,619.42	\$1,760,619.42

No changes to Section 7.b.

3. Parties agree that any acceleration in payment of the Deferral Balance, as set forth in Section 2 of this Amendment No.1, will not subject to a pre-payment penalty.
4. It is understood and agreed that all rents due and owing under the Restated Lease Agreement continue to be due and owing, subject to the payment schedule set forth in the amended Rent Table, in Section 2 of this Amendment No. 1, hereinabove.

5. All terms and conditions of the Restated Lease Agreement shall continue in full force and effect, except as amended herein. The Restated Lease Agreement survives execution of this Amendment No. 1.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment No. 1, by and through their authorized representatives, on the respective dates under each signature.

YMCA

WITNESSES:

**VOLUSIA/FLAGLER FAMILY YOUNG MEN'S
CHRISTIAN ASSOCIATION, INC.**

*Print Name:*_____

By:_____
Printed Name:_____
Title:_____

*Print Name:*_____

Attest:_____
Printed Name:_____
Title:_____

Date:_____

WITNESSES:

CITY

CITY OF PORT ORANGE, FLORIDA
a Florida municipality

*Print Name:*_____

By_____ **Mayor Donald O. Burnette**

*Print Name:*_____

Date: _____

*Print Name:*_____

Attest:_____ **Robin L. Fenwick, MMC, City Clerk**

*Print Name:*_____

Date: _____

[Seal]

**SEVENTH AMENDMENT AND RESTATEMENT OF
CITY OF PORT ORANGE-YMCA LEASE AGREEMENT**

THIS SEVENTH AMENDMENT AND RESTATEMENT OF CITY OF PORT ORANGE-YMCA LEASE AGREEMENT ("Restated Lease Agreement") is made and entered into this 12th day of December, 2017, by and between the **CITY OF PORT ORANGE**, a Florida municipality ("City") and **VOLUSIA/FLAGLER FAMILY YOUNG MEN'S CHRISTIAN ASSOCIATION, INC.** formerly known as The Greater Daytona Beach Area Young Men's Christian Association, Inc. ("YMCA" or "Lessee"). (City and YMCA shall be collectively referred to herein as the "Parties.")

WHEREAS, on October 11, 1989, City and YMCA executed City of Port Orange-YMCA Lease Agreement (the "Original Lease Agreement"); and

WHEREAS, the Original Lease Agreement provides for City to sublease the Demised Premises to YMCA for the operation and maintenance of a recreational facility; and

WHEREAS, at the time the Original Lease Agreement was entered into, the correct name for YMCA was "The Greater Daytona Beach Area Young Men's Christian Association, Inc."; and

WHEREAS, on April 21, 1992, City and YMCA executed Amendment No. 1 to the Original Lease Agreement ("Amendment No. 1"); and

WHEREAS, on November 3, 1998, City and YMCA executed Amendment No. 2 to the Original Lease Agreement ("Amendment No. 2"); and

WHEREAS, on August 3, 1999, City and YMCA executed Amendment No. 3 to the Original Lease Agreement ("Amendment No. 3"); and

WHEREAS, on July 24, 2001, City and YMCA executed a second Amendment No. 3 to the Original Lease Agreement ("Second Amendment No. 3"); and

WHEREAS, on June 20, 2008, The Greater Daytona Beach Area Young Men's Christian Association, Inc. and West Volusia Family Young Men's Christian Association, a Florida not-for-profit corporation filed Articles of Merger with the Florida Department of State, Division of Corporations, wherein the surviving entity was West Volusia Family Young Men's Christian Association, a Florida not-for-profit corporation; and

WHEREAS, on June 26, 2008, West Volusia Family Young Men's Christian Association, Inc. filed Articles of Amendment to Articles of Incorporation with the Florida Department of State, Division of Corporations, wherein the name of the corporation was changed to Volusia/Flagler Family Young Men's Christian Association, Inc., a Florida not-for-profit corporation; and

WHEREAS, Amendment No. 4 to the Original Lease Agreement, dated April 1, 2014, was executed by the City and YMCA in November, 2014 ("Amendment No.4"); and

WHEREAS, Amendment No. 5 to the Original Lease Agreement, dated October 4, 2016, was executed by the City and YMCA for the purpose of extending the Original Lease Agreement, as amended, for one year, expiring October 11, 2017 ("Amendment No. 5"); and

WHEREAS, Amendment No. 6 to the Original Lease Agreement, dated October 3, 2017, was executed by the City and YMCA for the purpose of extending the Original Lease Agreement, as amended, expiring December 31, 2017 ("Amendment No. 6"); and

WHEREAS, City and YMCA desire to amend and clarify various provisions of the Original Lease Agreement, as amended. This Restated Lease Agreement shall be an amendment and restatement of, and shall supersede and replace the Original Lease Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3, Second Amendment No. 3, Amendment No. 4, Amendment No. 5, and Amendment No. 6.

NOW, THEREFORE, in consideration of the terms conditions, promises, covenants and payments hereinafter set forth, City and YMCA agree as follows:

1. The foregoing premises are true and correct and incorporated herein by reference.
2. The Parties hereby acknowledge that the Volusia/Flagler Family Young Men's Christian Association, Inc. shall be the Lessee under the Lease Agreement.
3. **Demised Premises.** The City is the owner of and hereby leases to YMCA and YMCA hereby leases and rents from City the land and improvements located thereon as more specifically defined hereafter. The demised premises is commonly referred to as the "YMCA" consisting of certain buildings, structures, and facilities, together with pool, pool deck, stormwater areas, common grounds and vehicular parking facilities located at 4701 City Center Pkwy. Port Orange, Volusia County, Florida and more particularly described on **Exhibit "A"**, attached hereto and made apart hereof by reference ("Demised Premises"). YMCA shall occupy the Demised Premises as approved by the City Manager and the Parks and Recreation Director.
4. **Contract Management.** The City Manager shall be designated as the Lease Administrator for the City. The City Manager, or his designee, shall oversee the administration of this Restated Lease Agreement.
5. **Term.** The term of this Restated Agreement shall be 10 years, commencing on the 1st day of January, 2018, and extending until midnight on December 31, 2027, and for any additional periods of time during which the Demised Premises is leased by YMCA.

6. **As-Is Condition.** YMCA, being the present occupant of the Demised Premises pursuant to the Original Lease, as amended, acknowledges that it is familiar with the physical condition of the Demised Premises, that it will accept and occupy the Demised Premises under this Restated Lease Agreement in "AS IS" condition as the Demised Premises exists on the date of this Restated Lease Agreement, and that City shall have no obligation to improve, repair or prepare the Demised Premises, prior to the Commencement Date or, except as otherwise expressly set forth in this Restated Lease Agreement, after the Commencement Date, for occupancy by YMCA under this Restated Lease Agreement. YMCA ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THIS LEASE, NEITHER CITY NOR ANY AGENT OF CITY HAS MADE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE PRESENT OR FUTURE SUITABILITY OF THE DEMISED PREMISES FOR THE CONDUCT OF YMCAS USES THEREON.
7. **Rental Payments.**
- a. YMCA covenants and agrees to pay to the City, as a rental payment, as described in this Section 7 of this Restated Lease Agreement, which shall be payable on the first day of the month and each successive first day of the month thereafter, in advance, without notice or demand, commencing January 1, 2018, hereafter referred to as the "Date of First Payment" and shall be delivered to: City of Port Orange, FL Attention: Accounts Receivable, 1000 City Center Circle, Port Orange, FL 32129. The rental specified herein shall be net to the City during the term of this Restated Lease Agreement. The rental shall include the City's cost of insurance for the real property and general liability, cost of maintaining the structural, mechanical, electrical, plumbing, access equipment, if any, and other components for the building of the Demised Premises, as more specifically defined in Section 10. All other costs, expenses and obligations of every kind including but not limited to electric, water, and sanitary sewer services, telecommunications services, insurance, maintenance, janitorial and cleaning services, and maintenance of the surrounding grounds services relating to the Demised Premises, which may arise or become due during the term of this Restated Lease Agreement shall be paid by YMCA. The City shall be indemnified by YMCA against such costs, expenses, and obligations. The rental rate shall be based upon the square footage of the Demised Premises totaling 43,293 square feet as follows:

Lease Period	Square Feet	Rate per Square Foot Per Year	Monthly Rent	Total Period Rent
Jan. 1, 2018 - Dec. 31, 2018	43,293	\$4.94	\$17,822.29	\$213,867.42
Jan. 1, 2019 - Dec. 31, 2019	43,293	\$5.09	\$18,363.45	\$220,361.37
Jan. 1, 2020 - Dec. 31, 2020	43,293	\$5.19	\$18,724.22	\$224,690.67
Jan. 1, 2021 - Dec. 31, 2021	43,293	\$5.30	\$19,121.08	\$229,452.90
Jan. 1, 2022 - Dec. 31, 2022	43,293	\$5.40	\$19,481.85	\$233,782.20
Jan. 1, 2023 - Dec. 31, 2023	43,293	\$5.51	\$19,878.70	\$238,544.43
Jan. 1, 2024 - Dec. 31, 2024	43,293	\$5.62	\$20,275.56	\$243,306.66
Jan. 1, 2025 - Dec. 31, 2025	43,293	\$5.73	\$20,672.41	\$248,068.89
Jan. 1, 2026 - Dec. 31, 2026	43,293	\$5.85	\$21,105.34	\$253,264.05
Jan. 1, 2027 - Dec. 31, 2027	43,293	\$5.96	\$21,502.19	\$258,026.28

- b. YMCA acknowledges and agrees that the funds designated to the previously referred to "Renewal and Replacement Fund" shall belong to the City. Furthermore, any expenditures for capital improvements to the Demised Premises shall be made only in accordance with the approved budget and shall comply with the City's purchasing and accounting procedures.

8. Use of Premises.

- a. YMCA shall use the Demised Premises for a YMCA facility and for such other purposes as shall be approved by the City. YMCA shall comply with all federal, state and local laws, rules and regulations applicable to the use of the Demised Premises. Parties hereto agree to coordinate any special events and/or programs within their operations, subject to the terms and conditions contained herein.
- b. The City reserves the right upon 24 hours' notice to YMCA to use the Demised Premises for an emergency evacuation shelter for persons designated by the City. The City shall make every effort to coordinate the timing of the access. Such use shall be considered an operation of the City who shall be responsible for any damage resulting from said operation. Similarly, in the event of such use as designated by the City, YMCA shall be entitled to reimbursement from the City of any and all reasonable and necessary utility services charges incurred by YMCA based on how many days the City occupies the YMCA facility during an emergency event. YMCA shall provide a breakdown of the utility services billing for the days the City occupied the Demised Premises in accordance with the billing from the utility provider. Said utility billing is an obligation of the YMCA as described in Section 7.a. of this Restated Lease Agreement. The City will reimburse the YMCA at the per diem

rate of the monthly rent for the number of days the City uses the YMCA facilities as an emergency shelter. The City will act as a quickly as possible to restore the Demised Premises to its prior condition just before the emergency event occurred.

- c. The City reserves the right to use the gym and pool facilities located on the Demised Premises for City sponsored programs and events, subject to the following conditions:
 - i. Use of said facilities by City shall not exceed a total of five hundred twenty (520) hours per calendar year.
 - ii. Any hours not used within one (1) calendar year shall not be carried over into the next calendar year.
 - iii. City shall provide to the YMCA one hundred eighty (180) days notice of the dates and times for use of said facilities. Thereafter, YMCA and City shall have 30 days to effectuate an agreement of dates and times for the City's use of the facilities. Use of the gym and pool by the City shall be subject to mutual agreement between the director of the YMCA's Port Orange branch and the City's Parks and Recreation Director. However, YMCA agrees to make every effort to accommodate the City's timely request of use of said facilities. To that end, YMCA recognizes the primary use of the facilities is anticipated to be during the days of Monday through Friday between the hours of 9:00 a.m. and 4:00 p.m. and so shall take into consideration when scheduling. City's use of the pool is not intended to be exclusive or prohibit YMCA members simultaneous use of the pool. However, in light of the extended notice requirement, YMCA shall not unreasonably deny the use of said facilities upon timely notice by the City.
- d. The City further reserves the right to use the parking areas and drive aisles located on the Demised Premises for special events and activities, including but not limited to Family Days, Lakeside Jazz Fest, Fourth of July and the Art Show, conducted on any portion of adjacent City property, including but not limited to, City Hall, gymnasium, athletic fields, municipal complex and grounds, subject to written notice 90 days in advance by City to the director of the Port Orange YMCA and YMCA President.
- e. Schedule of Operation. The Port Orange YMCA Management will determine the hours of operation of the Port Orange YMCA. The same shall be in accordance with nationwide and local YMCA practices and policies.

- f. Concessions. The YMCA may, but shall not be required to, dispense food and/or drink on the Demised Premises for consumption by users of the YMCA facilities.
 - g. Fees. The right to set and control fees charged to members and non-members by the YMCA shall remain with the YMCA and shall not be within the control or directive of the City.
 - h. Compatibility. The YMCA agrees to operate, maintain and promote the operation and maintenance of the facility in a manner consistent with nationwide and local YMCA policies and practices. The YMCA's operation of the facility shall be in accordance with applicable City regulations. The YMCA further agrees to comply with the reasonable request of the City pertaining to the operation and promotion of the facility in order to provide for the safety of YMCA members and the public. YMCA agrees that its operation of the facility as a YMCA facility will not unreasonably interfere with the use of the contiguous park area by members of the general public or by the City. It is the Parties' intention that the operation of the facility will be compatible with the Parks and Recreation programs of the City and/or programs within their operations. Nothing in this Restated Lease Agreement shall prohibit the City from providing any and all programming it deems necessary to meet the needs of the Port Orange community. YMCA agrees that it will not discriminate in its hiring or promotional practices.
 - i. Additional Taxes. The Parties acknowledge that as a YMCA facility, YMCA presently enjoys a tax exempt status, however, to the extent the same may be applicable, YMCA shall pay all taxes, including any taxes due on any rent payable under this lease, all personal property taxes, all real property taxes, leasehold improvement and/or leasehold interest taxes, sales taxes which may be assessed against or arise by reason of YMCA's leasing of the Demised Premises or its operation of the facilities as a YMCA facility.
9. **YMCA Alterations, Additions, and Improvements.** To meet its changing needs, YMCA, at its own expense, may make Alterations, hereinafter defined, from time to time. YMCA shall not, without first obtaining the written consent of the City, make any alterations, additions or improvements (collectively, "Alterations") in, to or about the Demised Premises, except as stated herein. Unless the Alterations affect the Demised Premises common facilities or systems or would otherwise require a building permit, City shall not unreasonably withhold or delay its consent to non-structural or non-mechanical Alterations. YMCA may perform minor Alterations that would be considered exclusively cosmetic improvements, having no impact on the structure or the mechanical systems, such as painting, carpet, and/or window

coverings, without the prior consent of the City. Except as stated herein, all Alterations to the Demised Premises shall be subject to review for compliance and written approval by the City Manager prior to such Alterations being made.

- a. City shall not be required to consent to and YMCA shall not make any Alterations affecting the Structural Elements or Mechanical Systems, both terms defined hereinafter, of the Demised Premises. "Structural Elements" shall be defined as one which is necessary to hold the building together, such as the foundation, walls, roof and floor structure, and shall include the pool. "Mechanical Elements" shall be defined to include the access equipment, electrical, plumbing, heating, ventilation and air-conditioning systems of the Demised Premises.
- b. Prior to making any Alterations, YMCA shall submit to City detailed plans and specifications for Alterations. All Alterations shall be accomplished in accordance with the following conditions:
 - i. For all contemplated Alterations to the components of the building and surrounding site improvements of the Demised Premises, YMCA shall obtain written approval from the City Manager who shall be the Lease Administrator for the City.
 - ii. YMCA shall apply for and obtain such permits as may be required under the Land Development Code of the City of Port Orange, Florida and other governing entities, if applicable. YMCA shall provide performance and payment bonds equal to the value of all contracts for improvements naming the City as an insured.
 - iii. YMCA shall do all things necessary to prevent the filing of any liens for work, labor, services or materials performed or supplied or claimed to have been performed or supplied to YMCA, or anyone holding the Demised Premises, or any part of them, through or under YMCA. If any claim of lien is filed, YMCA shall have it canceled of record within thirty (30) days after the date of the filing or, if YMCA in good faith determines that the lien should be contested, YMCA shall furnish security to release the claim of lien as a lien against the property and to prevent any foreclosure, pending resolution of the contest.
 - iv. If YMCA does not release the claim of lien, the City may, but shall not be obligated to, release the claim of lien either by paying the amount claimed to be due or by procuring the release of claim of lien by giving security or in such other manner as may be prescribed by law. YMCA shall repay to the City all sums disbursed or deposited by the City

pursuant to the foregoing provisions of this paragraph, including the City's cost, expenses and attorneys' fees reasonably incurred in connection therewith as additional rent hereunder on demand. Nothing contained herein shall imply any consent or agreement of the City to subject their interests to liability under any mechanics' or other lien law whether or not the performance or the furnishing of such work, labor, services, or materials to YMCA or anyone holding the Demised Premises, or any part of them, through or under YMCA has been consented to by the City.

- c. YMCA Alterations shall not impair the Structural Elements and Mechanical Systems of the Demised Premises. Prior to commencement of construction, YMCA's licensed architect or engineer shall certify to the City that such Alterations shall not, impair the structural strength of any component of the applicable element or overburden or impair the operating efficiency of the electrical, water, plumbing, HVAC or other building systems of the Demised Premises. If the proposed Alterations necessitate an upgrade to the Structural Elements or Mechanical Systems of the Demised Premises, then YMCA shall be responsible for the costs of said upgrade to the affected Structural Element or Mechanical System. Further, any Alterations determined to have contributed to the premature failure of a Structural Element or Mechanical System of the Demised Premises shall be repaired or replaced as necessary by the YMCA, at the YMCA's expense.
- d. If YMCA makes unapproved Alterations to the Demised Premises, YMCA shall be responsible for returning the Demised Premises to its prior configuration at YMCA's expense.

10. Maintenance and Repairs to Demised Premises.

- a. YMCA Maintenance Responsibility.
 - i. YMCA shall be responsible for all costs, expenses and obligations related to day-to-day operations, repairs, replacements, and all routine maintenance necessary to maintain the interior, non-structural components of the Demised Premises, including but not limited to day-to-day, routine maintenance, janitorial and cleaning services, electric, water, and sanitary sewer services, telecommunications services, and maintenance of the surrounding grounds areas within the Demised Premises which may arise or become due during the term of this Restated Lease Agreement. Grounds maintenance shall include but not be limited to mowing, edging, landscaping and any necessary replacement thereof, irrigation and irrigation system, and tree trimming within the Demised Premises. YMCA shall be

- responsible for the routine maintenance of parking areas, drives and sidewalks, including but not limited to the grass/ tree median areas throughout the parking lot area. It shall be the responsibility of the YMCA to notify the City of any necessary repairs to the parking areas, drives and sidewalks, as described hereinabove.
- ii. It shall be the responsibility of the YMCA to keep the Demised Premises clean, sanitary, and free from trash and debris. The complete upkeep and maintenance shall be borne by YMCA and YMCA agrees to maintain the Demised Premises in accordance with the terms and conditions of this Restated Lease Agreement, continuing service agreements, if any, the City's Land Development Code and consistent with prudent, well-reasoned maintenance procedures and techniques.
 - iii. YMCA shall refinish the wood floors of the Demised Premises no less than one time each calendar year of this Restated Lease Agreement. Upon completion, YMCA shall provide proof of such to the City within Thirty (30) days of completion.
 - iv. City shall perform monthly inspections of the Demised Premises on the first Wednesday of every month at or around 2 pm, unless otherwise agreed. YMCA is strongly encouraged to join in the monthly inspections, however, said inspections shall be performed with or without the YMCA present. City shall keep record of said inspections. City shall provide timely written notice of any defects or deficiencies in YMCA's responsibilities as established in this Restated Lease Agreement. Said notice shall be sent to the Director of the Port Orange YMCA and the Volusia/Flagler Family YMCA President. Both Parties agree a form checklist shall be used for routine inspection, said form shall be agreed upon and approved by both Parties. YMCA shall have the opportunity to cure said maintenance deficiency as set forth in Subsection 10.a.vi.
 - v. YMCA shall be responsible for notifying the City of any necessary repairs to the Structural Elements and Building Systems of the Demised Premises. Upon learning of defects or operational deficiencies with the structural or mechanical elements of the Demised Premises, YMCA shall provide timely verbal and written notice to the City identifying the Structural Element or the Mechanical System that requires repair, including the repair or replacement of the parking areas, drive aisles or sidewalks, as described in Section 10.b., if so required.
 - vi. Notwithstanding any language to the contrary, the Parties agree that the YMCA shall be solely responsible for the routine, ongoing maintenance of the Demised Premises to the reasonable standards established by, and to the satisfaction of, the City, judged by the standards established in other facilities of similar nature in the local area and as set forth in this Restated Lease Agreement. The City shall have reasonable access to the Demised Premises during

normal operating hours for purposes as set forth herein, and shall timely give YMCA written notice of any maintenance deficiency along with a time period of thirty (30) calendar days from date of notice to correct such deficiency. The Parties further agree that the YMCA's repeated (more than two instances within a twelve (12) month period) failure to maintain the Demised Premises to the stated standards shall constitute a material breach of the lease, and as such, shall be adequate cause for termination of this Restated Lease Agreement. Failure to maintain shall include failure to correct such deficiency upon timely notice.

vii. YMCA playground shall meet or exceed the requirements of the Florida Department of Children and Families standards.

viii. If the YMCA fails to maintain as set forth in this Section 10.a, then City shall have the right to correct said deficiency and YMCA agrees to reimburse the City for said costs and expenses upon receipt of invoice. Any reimbursement of costs and expenses shall be in addition to the regular rental payments. Failure to pay said invoice shall constitute a material breach of the lease, and as such, shall be adequate cause for termination of this Restated Lease Agreement.

b. City Maintenance Responsibility. The City is responsible for repair, replacement, and/or restoration of the Structural Elements of the building, and the Mechanical Systems of the Demised Premises, this includes painting of the exterior building. Upon learning of defects or deficiencies to the Structural Element and/or Mechanical System, the City will, within a reasonable time, commence and complete the repair, replacement or restoration of the Structural Element or Mechanical System to comply with all applicable building, plumbing, electrical, mechanical, accessibility and other codes and in compliance with the purchasing policies duly adopted by the City of Port Orange, Florida. Furthermore, City shall be responsible for the repair and replacement, when needed, of all parking areas, drives and sidewalks, made up of concrete and/or asphalt surfaces, at the Demised Premises. City will attempt in good faith not to disturb the conduct of YMCA's business more than is reasonably necessary under the circumstances.

11. **Items Installed by YMCA.** All building repairs, alterations, additions, improvements, installations, and other fixtures, by whomever installed or erected (except for such business trade fixtures and equipment belonging to YMCA as YMCA can remove without damage to the Demised Premises or building) shall belong to the City and remain on and be surrendered with the Demised Premises at the expiration of this Restated Lease Agreement. However, at City's option, YMCA shall remove YMCA's improvements prior to the expiration of this Lease and return the Demised Premises to their original condition. The cost of such improvements and the cost of operations and maintenance thereof shall be the responsibility of YMCA.

12. **Exercise Equipment.** Both Parties agree that upon execution of this Restated Lease Agreement, the City will donate and the YMCA accepts the donation of the City's exercise equipment previously purchased for the YMCA's use. It is acknowledged and understood that YMCA has had exclusive use of said equipment and has had sole maintenance responsibility since the purchase of said equipment. Upon execution of this Restated Lease Agreement, YMCA accepts said equipment donation in "as' is" condition and accepts any and all liability associated with said equipment donation. Said equipment being more particular described in **Exhibit "B"**, attached hereto and made a part hereof by reference.
13. **Signs.** YMCA, at YMCA's expense, shall have the right to place upon the Demised Premises such sign or signs as may be necessary to designate the Demised Premises. Such signs shall be maintained in good condition and repair at all times by the YMCA, at YMCA's expense, and shall comply with all zoning and sign requirements of the City of Port Orange. All permits necessary for such signs shall be obtained by YMCA at YMCA's expense.
14. **Utilities Services.** YMCA shall be responsible for all utility services and shall maintain an individual account with all the various providers. YMCA shall be responsible for arranging access to and all fees associated with telecommunications services; including but not necessarily limited to, telephone service, fire and security system monitoring, facsimile, and internet connection.
15. **The City's Right of Entry.** Unless otherwise stated herein, the City, or the City's agents or representatives, shall have the right to enter the Demised Premises during "normal operating hours" with 24 hours notice to YMCA to inspect the Demised Premises or to make repairs, additions, or alterations as may be deemed necessary for the safety of the public and/or patrons of the YMCA or for the preservation of the Demised Premises. The City shall make every effort to minimize the disruption to the routine business of the YMCA. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations, or additions which do not conform to this Restated Lease Agreement or to the rules and regulations of the Land Development Code as the same relates to the Demised Premises. It is further understood in the event of an emergency event, City shall have the right to enter without said notice in order to contain and/or secure the Demised Premises for the purposes of health, safety, welfare, and the preservation of the Demised Premises.
16. **Assignment and Subleasing.** YMCA shall not sell, assign, mortgage, pledge or in any manner transfer this Restated Lease Agreement or any estate or interest thereunder and shall not sublet the Demised Premises or any part thereof without prior written consent of the City in each instance. The consent by the City to any assignment or subletting shall not constitute a waiver of the

necessity for such consent to any subsequent assignment or subletting. The City may withhold its consent to a proposed assignment of lease or sublease for any reason and shall not be required to accept a proposed assignee or sublessee regardless of the reputation or financial responsibility of same. This prohibition against assigning or subletting shall be construed to include an assignment or subletting by operation of law. YMCA shall not permit any licensee or concessionaire therein without previous written consent of the City in each instance.

- a. Any sublessee shall be required to execute a written agreement assuming, in full, the obligations of YMCA under this Restated Lease Agreement, as may be amended, and agrees to be bound by all terms and conditions thereof. There shall be no sub-sublease allowed of the Demised Premises.
 - b. Any portion of the Demised Premises subleased shall be used for tax exempt purposes only, as approved by the City. Said sublessee shall be subject to the provisions of this Restated Lease Agreement, as may be amended from time to time.
 - c. Should YMCA assign or attempt to assign this Restated Lease Agreement or sublet any portion of the Demised Premises without prior written consent of the City, this Restated Lease Agreement shall be terminated forthwith, without prior notice to YMCA. No consent to assignment or encumbrance shall constitute a waiver of the provisions of this Section 16.
 - d. Notwithstanding the foregoing provisions of this Section 16, YMCA may assign or sublet the Demised Premises, without the City's consent, to any corporation or other such entity which controls, is controlled by or is under common control with YMCA, or to any other corporation or entity resulting from the merger or consolidation with YMCA or to any corporation or entity which acquires all or substantially all of the assets of YMCA provided that the assignee executes a written agreement assuming, in full, the obligations of YMCA under this Restated Lease Agreement and agrees to be bound by all terms and conditions thereof. No assignment or sublet of this Restated Lease Agreement at any time shall release YMCA of its obligations hereunder.
17. **Public Records Compliance.** YMCA, when acting on behalf of the City for rehabilitation and completion of the improvements provided for herein, 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.

18. Financial Information. YMCA agrees that it shall provide monthly financial statements and annual audits to the City immediately upon acceptance and approval by the YMCA Corporate Board.

19. Default, Remedies, and Abandonment.

- a. Events of Default. The following shall be considered 'Events of Default':
 - i. YMCA's failure to pay rent when due and the default continues for five (5) days thereafter.
 - ii. Unless otherwise stated herein, YMCA's failure to perform, or YMCA's material violation or material breach of, any of the terms, covenants, or conditions of this Restated Lease Agreement, which said failure, violation or breach shall continue un-remedied by YMCA for a period of thirty (30) days after City has delivered written notice thereof to YMCA.

YMCA shall take immediate steps to remedy the breach and shall diligently pursue such steps until completed and reasonably accepted by the City. No default as set forth under this Section 19.a.ii. shall be deemed to continue if and so long as YMCA diligently proceeds to cure in good faith or is delayed in or prevented from curing by facts or circumstances beyond YMCA's control. If said failure, violation or breach continues after the expiration of a reasonable time to cure, as provided herein, then the City may terminate YMCA's right to possession of the Demised Premises and enter the Demised Premises and remove all persons, furniture and equipment located therein, and may seek any and all other remedies available to the City by statute or law;

- b. Effect of an Event of Default and Remedies of the City. Upon the occurrence of any Event of Default, as a result thereof and without other action by City, City shall have the following options:
- i. Declare the entire balance (compiling all months applicable to this Agreement) of rent payable hereunder to be immediately due and payable and exercise any and all rights and remedies available to City at law or in equity and may immediately terminate this Agreement.
 - ii. Declare the rights of YMCA under this Restated Lease Agreement terminated, and thereafter recover possession of the Demised Premises and remove all persons, furniture and equipment located therein through legal process;
 - iii. Proceed for past due installments of the Rent and other sums due, reserving its rights to proceed later for the remaining installments; or
 - iv. Pursue any other remedies available at law or in equity to City on account of the Event of Default. City agrees to use reasonable efforts to mitigate damages on account of any default by YMCA. All of the remedies hereinbefore given to City and all rights and remedies given to it by law and equity shall be cumulative and concurrent. The taking or recovering of the Demised Premises shall not deprive City of any of its remedies or actions against YMCA for rent or any and all other sums due, nor shall the bringing of any action for rent or for breach or default under any term, condition or covenant, or the resort to any other remedy herein provided for the recovery of rent, be construed as a waiver of the right to obtain possession of the Demised Premises.
 - v. The Parties hereto agree that for purposes of this Restated Lease Agreement, the determination of the materiality of any violation or default shall be governed by Florida law and shall include the following criteria:
 - (1) the extent to which the injured party will be deprived of the benefit which can reasonably be expected;
 - (2) the extent to which the injured party can be adequately compensated for the part of the benefit of which the injured party will be deprived
 - (3) the extent to which the breaching party will suffer forfeiture;
 - (4) the likelihood that the breaching party will cure; and
 - (5) the extent to which the behavior of the breaching party comports with the standards of good faith and fair dealing.

- c. **Abandonment.** If the City has actual knowledge YMCA has abandoned the Demised Premises, or the City reasonably believes YMCA has been absent from the Demised Premises for a period of thirty (30) consecutive days with rent not current, then the City may serve written notice of abandonment upon YMCA, and after ten (10) days have elapsed since service of such notice, then the City may declare this Restated Lease Agreement abandoned and shall, in such event, make reasonable efforts to relet the Premises. Damages shall include but shall not be limited to, the following: (1) all actual damages suffered by the City until the Premises is relet, including reasonable expenses incurred in reletting or in attempting to relet; and (2) the difference between the rent received when the premises is relet and the rent reserved under this Restated Lease Agreement. In calculating this difference, YMCA shall be given the benefit of any rental credit, if applicable. After the Premises have been relet, YMCA agrees to pay to the City, on the last day of each rental period, the difference between the rent received for the period from reletting and the rent reserved under this Restated Lease Agreement for that period.

20. City's Right to Enforce Strictly. Any law, usage or custom to the contrary notwithstanding, City shall have the right at all times to enforce all terms, conditions and covenants hereof in strict accordance herewith, notwithstanding any conduct or custom on the part of the City in refraining from so doing at any time or times. Further, the failure of City at any time or times to enforce its rights hereunder strictly in accordance with the same shall not be construed as having created a custom in any way or manner contrary to any specific term, condition or covenant hereof, or as having in any way or manner modified the same.

21. Loss or Destruction of Demised Premises. If the Demised Premises become, as a practical matter, totally untenable after a casualty loss such as fire, storm, explosion, earthquake, or other casualty loss, this Restated Lease Agreement shall be at an end from such time, except for the purpose of enforcing rights and obligations that may have then accrued under this Restated Lease Agreement, including but not limited to, the payment of insurance claims, indemnity, and any remaining rental credit. The rental shall then be accounted for between the City and YMCA up to the time of such loss or destruction of the Demised Premises, YMCA paying up to such date and the City crediting to YMCA the rents collected beyond such date, if any. Should only a part of the Demised Premises be rendered untenable, the rental minus any rental credit shall abate in the proportion which the injured bears to the whole Demised Premises, and such part so damaged shall be restored by the City as speedily as practicable, after which the full rent minus any rental credit shall recommence and the Restated Lease Agreement shall continue according to its terms.

22. Surrender or Early Termination of Lease by YMCA.

- a. The City agrees that YMCA may terminate this Restated Lease Agreement upon providing to the City eighteen (18) months written notice in advance of the intended voluntary or other surrender by YMCA of the Demised Premises. In the absence of any material default or material breach of covenants, as otherwise set forth in this Restated Lease Agreement, such termination shall relieve YMCA of any further obligation for unpaid monthly rental payments, subsequent to the surrender date and not yet due and payable.
- b. In the event the YMCA fails to provide to the City eighteen (18) months written notice in advance of the intended voluntary or other surrender by the YMCA of the Demised Premises, then YMCA shall pay to the City a total sum equal to eighteen (18) months of rental payments based on the rate of rent as set forth in Section 7 herein at the time of surrender.

23. Termination by the City. The City shall have the right to terminate this Restated Lease Agreement upon eighteen (18) months written notice without cause and without penalty.

24. Attorney's Fees. In the event civil action shall be brought by one party against the other to enforce any term, condition or statutory right arising out of this Restated Lease Agreement, the prevailing party may apply to the Court for its reasonable attorney's fees which shall be fixed by the Court.

25. Recordation. This Lease shall not be recorded by YMCA without the consent of the City.

26. Waste. YMCA agrees to commit or suffer no act that would result in damage to or waste of the Demised Premises.

27. Personal Property and Trade Fixtures.

- a. YMCA's Personal Property and Trade Fixtures. All of YMCA's trade fixtures, and personal property, signage, apparatus, machinery and equipment supplied by the YMCA and located on the Demised Premises ("Personal Property") shall be and remain the Personal Property of the YMCA and may, at the option of the YMCA, be removed from the Demised Premises, provided YMCA is not in default under this Restated Lease Agreement. All Personal Property of the YMCA located on the Demised Premises is kept thereon at YMCA's sole risk and the City shall not be liable for any damage to nor loss of such Personal Property arising from any acts of negligence of any other persons; nor from the leaking of the roof; nor from the bursting, leaking or overflowing of water, sewer, or steam pipes; nor from heating or plumbing fixtures; nor from electric wires or fixtures; nor from any other cause

whatsoever. YMCA shall be responsible to insure its Personal Property located within the Demised Premises. Such Personal Property remaining on the Demised Premises at the expiration of this Restated Lease Agreement shall belong to the City and remain on and be surrendered with the Demised Premises.

- b. City's Personal Property. If applicable, the personal property of the City in the Demised Premises is described on the inventory attached hereto as Exhibit "C." The City Manager, or his designee, shall be authorized to update the inventory list and to amend the inventory in writing as shown on Exhibit "C." from time to time, accordingly. The inventory shall remain within the Demised Premises and YMCA shall be permitted to utilize the inventory for its operations. YMCA shall be responsible for any damage to the inventory resulting from YMCA or its agents' use and shall immediately repair any such damage incurred. YMCA shall not be liable for any damage to nor loss of such inventory arising from any acts of negligence of any other persons; nor from the leaking of the roof; nor from the bursting, leaking or overflowing of water, sewer, or steam pipes; nor from heating or plumbing fixtures; nor from electrical wires or fixtures; nor from any other cause whatsoever, unless otherwise stated herein.

28. Insurance, Loss, Indemnity, Liability. Without limiting any of the other obligations or liabilities of YMCA, YMCA shall provide, pay for, and maintain in force, throughout the term of this Restated Lease Agreement, the insurance coverages set forth in this Section:

- a. Workers' Compensation. Workers' Compensation Insurance to apply to all employees in compliance with the "Workers Compensation Law" of the State of Florida and all applicable Federal laws. In addition, the policy(s) must include:
 - i. Employers' Liability with a limit of Five Hundred Thousand Dollars (\$500,000.00) each accident.
 - ii. Notice of Cancellation and/or Restriction -. YMCA 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.
- b. Comprehensive. Comprehensive General Liability Insurance, including blanket contractual liability - with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury, Liability, and Property Damage Liability. The contractual liability coverage shall insure the performance of all obligations assumed hereunder, including specifically, but without limitation, the indemnity provisions in this Restated Lease Agreement.

- c. Additional Insured. The policy(ies) shall name the City as an additional insured, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the City thirty (30) days prior written notice, except for nonpayment of premium which, by law, is ten (10) days notice. The insurance shall be evidenced by a certificate in a form acceptable to the City, stating the amount of any "deductible" written by an insurance company with a minimum rating of A+, to the City and a copy of the policy or certificate of insurance shall be delivered to the City prior to the commencement of this Restated Lease Agreement.
- d. Failure to Procure. In the event YMCA fails to procure the insurance required herein, the City may, but shall be under no obligation to, procure insurance in which event YMCA agrees to pay the City, in addition to rent, the amount of the premium on the first day of the month following the month in which the City notifies YMCA of the amount of the premium due. The City Manager shall be authorized to approve in writing amendments to this paragraph, from time to time, to adjust insurance limits and coverage consistent with City policy and in keeping with the nomenclature of the insurance industry.
- e. Indemnification. YMCA shall indemnify, defend, and hold the City and its officers, agents, representatives and employees harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury, damage to property , or resulting from failure to comply with the law, arising from or out of any occurrence resulting from YMCA's operation of the facilities directly related to its use and occupancy of the Demised Premises or any part of the Demised Premises occasioned wholly or in part by any act or omission of YMCA or those acting under YMCA or YMCA's agents and employees. In the event that the City is, without fault on its part, made a party to any litigation commenced by or against YMCA, City shall promptly notify YMCA in writing of any claim asserted against the City hereunder, and shall promptly deliver to YMCA the original or a true copy of any summons or any process, pleading or notice issued in any suit or other proceeding to assert or enforce any such claim. YMCA shall defend any such suit brought against itself and also the City with YMCA's own attorneys. The City may, at its own expense, choose its own legal representation separate from the attorney selected by the YMCA.
- f. City. The City is responsible for insurance for the real property and general liability of the Demised Premises.
- g. YMCA. YMCA shall be responsible to insure its personal property located within the Demised Premises in addition to the insurance

requirements set forth in this Section 28. YMCA shall fully comply with all health and police regulations of insurance carriers writing policies covering the building and Demised Premises.

- 29. Compliance with Law.** YMCA shall comply with all governmental laws, ordinances and regulations applicable to the use of the Demised Premises, and shall promptly comply with all governmental orders and directives for the correction, prevention and abatement of nuisances and other activities in or upon, or connected with the Demised Premises, all at YMCA's sole expense, including any expense or cost resulting from the construction or installation of fixtures and improvements or other accommodations for handicapped or disabled persons required for compliance with governmental laws and regulations, including but not limited to the Americans with Disabilities Act (the "ADA"). To the extent any interior Alterations to the structures of the Demised Premises are required by the ADA or other applicable laws or regulations, YMCA shall bear the expense of the Alterations. To the extent any exterior Alterations to areas of the property of the Demised Premises are required by Title III of the ADA or other applicable laws or regulations (for "path of travel" requirements or otherwise), City shall bear the expense of the alterations.
- 30. Severability.** If any portion of this Restated Lease Agreement shall be adjudged to be invalid, such portion shall be deemed severable, and shall not invalidate or impair the Restated Lease Agreement as a whole or any other provision of the Restated Lease Agreement.
- 31. Parties not Partners.** It is expressly understood that neither the City nor YMCA shall be construed or held to be a partner or associate of the other in the conduct of their respective business. The relationship between the Parties hereto is and shall remain at all times that of Landlord and tenant.
- 32. Notices.** Any notice or other communication provided for in this Restated Lease Agreement or by the laws of the State of Florida and given hereunder shall 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 below. 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.

TO CITY:

City of Port Orange
Attention: City Manager
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5501 – telephone
(386) 756-5208 - facsimile
_____ - e-mail

TO YMCA:

Volusia/Flagler Family Young Men's
Christian Association, Inc.
Attention: President/CEO
761 E. International Speedway Blvd.
DeLand, Florida 32724
(386) 738-9622 - telephone
(386) 822-9622 - facsimile
trand@vfymca.org - e-mail

- 33. Mitigation of Damages.** Notwithstanding any contrary covenant, agreement or stipulation of this Restated Lease Agreement, the City and YMCA shall each have the obligation to mitigate, in every reasonable manner, all damages that may or shall be caused or suffered by virtue of the other's default under or in violation of any covenant, agreement, or stipulation.
- 34. 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.
- 35. Written Agreement.** This Restated Lease Agreement contains the entire agreement between the Parties hereto and all previous negotiations leading thereto, and it may be modified only by an agreement in writing signed and sealed by the City and YMCA.
- 36. Governing 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 Volusia County, Florida.
- 37. Time.** Time is of the essence in all of the terms and provisions of this Restated Lease Agreement.
- 38. Peaceful Possession.** Subject to the terms, conditions, and covenants of this Restated Lease Agreement, YMCA shall and may peaceably have, hold and enjoy the Demised Premises without hindrance or molestation by the City.
- 39. Captions.** The captions appearing in this Restated Lease Agreement are for reference purposes only and shall not be considered to vary, modify or amend said Restated Lease Agreement.

40. Counterparts. This Restated Lease Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The execution of this Restate Lease Agreement by any of the parties may be evidenced by way of a facsimile transmission of such party's signature, or a photocopy of such facsimile transmission, and such facsimile signature shall be deemed to constitute the original signature of such party hereto.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties hereto have made and executed this Restated Lease Agreement, by and through their authorized representatives, on the respective dates under each signature.

YMCA

WITNESSES:

Diana Martin

Name: Diana Martin

Shannon K. Balmer

Name: Shannon K. Balmer

Name: _____

Name: _____

**VOLUSIA/FLAGLER FAMILY YOUNG MEN'S
CHRISTIAN ASSOCIATION, INC.**

By: Teresa Rand

Printed Name: Teresa Rand

Title: Pres/CEO

Attest: _____

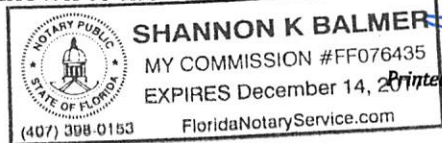
Printed Name: _____

Title: _____

Date: 12-12-17

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Restated Lease Agreement was acknowledged before me this 12th day of December, 2017, by Teresa Rand, as President/CEO of the Volusia/Flagler Family Young Men's Christian Association, Inc., who acknowledges that he/she is duly authorized to execute the foregoing agreement on behalf of the corporation. He/She is personally known to me.



Shannon K. Balmer
Notary Public, State of Florida at Large
Printed name, commission and expiration of commission term

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Restated Lease Agreement was acknowledged before me this ____ day of _____, 2017, by _____, as _____ of the Volusia/Flagler Family Young Men's Christian Association, Inc., who acknowledges that he/she is duly authorized to execute the foregoing agreement on behalf of the corporation. He/She is personally known to me.

Notary Public, State of Florida at Large
Printed name, commission and expiration of commission term

WITNESSES:

[Signature]
Name: Matthew J. Jones

[Signature]
Name: Shannon K. Balmer

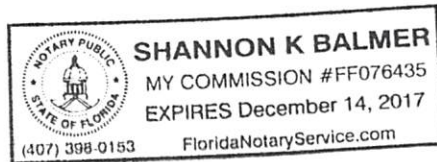
CITY OF PORT ORANGE, FLORIDA
A chartered municipal corporation

By: [Signature]
Donald O. Burnette, Mayor

Date: 12/12/17

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Restated Lease Agreement was acknowledged before me this 12th day of December, 2017, by Donald O. Burnette, Mayor of the City of Port Orange, Florida, a chartered municipal corporation, who acknowledges that he is duly authorized to execute the foregoing agreement on behalf of the City. He is personally known to me.



[Signature]

Notary Public, State of Florida at Large
Printed, name, commission and expiration of commission term

WITNESSES:

[Signature]
Name: Matthew J. Jones

[Signature]
Name: Shannon K. Balmer

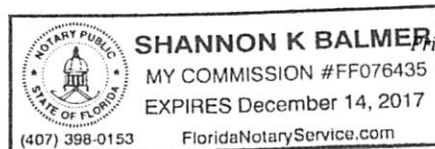
Attest: [Signature]
Robin L. Fenwick
City Clerk, CMC

Date: 12/12/17

(Seal)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Restated Lease Agreement was acknowledged before me this 12th day of December, 2017, by Robin L. Fenwick, as City Clerk, of the City of Port Orange, Florida, a chartered municipal corporation, who acknowledges that she is duly authorized to execute the foregoing agreement on behalf of the City. She is personally known to me.



[Signature]

Notary Public, State of Florida at Large
Printed, name, commission and expiration of commission term

EXHIBIT "A"

DESCRIPTION

A PORTION OF SECTION 8, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF PORT ORANGE CORPORATE PARK, AS RECORDED IN MAP BOOK 47, PAGES 99 AND 100, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN S88°02'49"W ALONG THE NORTH LINE OF SAID PORT ORANGE CORPORATE PARK, 266.19 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID NORTH LINE S88°02'49"W, 256.09 FEET; THENCE ALONG SAID NORTH LINE S69°52'58"W, 38.85 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 76°26'21"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, 33.35 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 260.00 FEET AND A CENTRAL ANGLE OF 10°48'44"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, 49.06 FEET; THENCE N44°29'25"W, 407.67 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 62.00 FEET AND A CENTRAL ANGLE OF 74°01'04"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, 80.09 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE WESTERLY HAVING A RADIUS OF 350.00 FEET AND A CENTRAL ANGLE OF 28°38'51"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, 175.00 FEET; THENCE N88°52'11"E, 532.85 FEET; THENCE S00°45'00"E, 226.68 FEET; THENCE S45°17'43"E, 87.10 FEET; THENCE S00°49'24"E, 315.83 FEET TO THE POINT OF BEGINNING. CONTAINING 7.20 ACRES, MORE OR LESS.

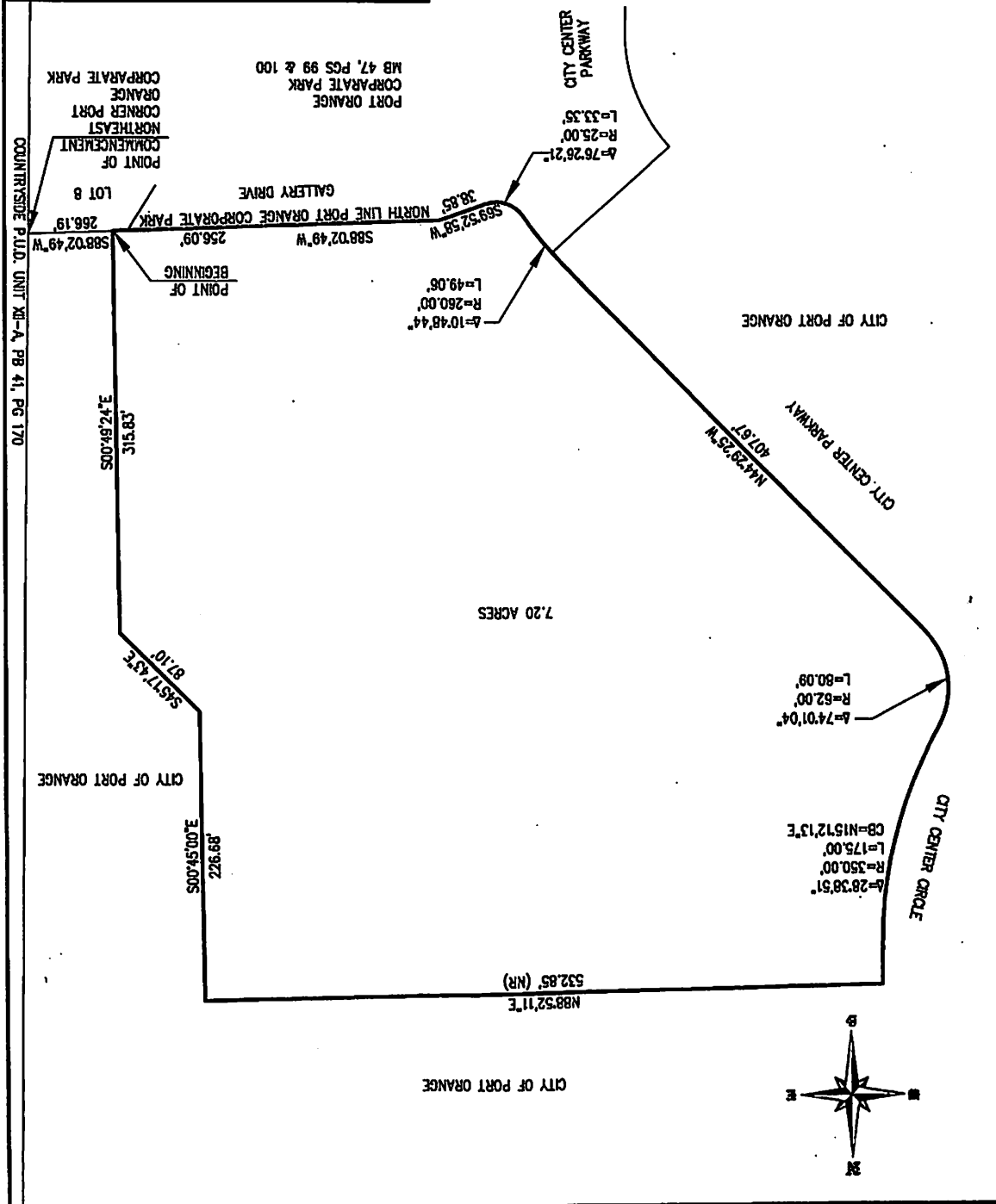


EXHIBIT "B"

Vendor	P.O.	Check #	Account Number	Asset Description	Serial Number	Amount	Tag Number
Fusion Fitness Designs	69873	169469	106-1000-572.64-00	SL 195 Skyline Strength Series Functional Training Unit with Attachments		\$ 4,595.00	9707
Siegel Performance Systems	69873	169469	106-1000-572.64-00	Nustep T4r Recumbent Cross Trainer		\$ 4,500.00	9706
Cybox	68719	168822	106-1000-572.64-00	Eagle Hip Ab/Aductor	J090511181596N	\$ 4,443.42	9677
Cybox	68719	168822	106-1000-572.64-00	Eagle Leg Extension (Start RLD)	J090511051291N	\$ 3,363.42	9674
Cybox	68719	168822	106-1000-572.64-00	Eagle Prone Leg Curl (Start RL)	J090511141175N	\$ 3,363.42	9671
Cybox	68719	168822	106-1000-572.64-00	Eagle Leg Press	J090511040997N	\$ 4,833.42	9680
Cybox	68719	168822	106-1000-572.64-00	Eagle Chest Press	J090511000061N	\$ 3,723.42	9672
Cybox	68719	168822	106-1000-572.64-00	Eagle Fly/Rear Delt	J090511111230N	\$ 3,843.42	9681
Cybox	68719	168822	106-1000-572.64-00	Eagle Lateral Raise	J090511160066N	\$ 3,543.42	9678
Cybox	68719	168822	106-1000-572.64-00	Eagle Lat Pull	J090511130346N	\$ 3,723.42	9673
Cybox	68719	168822	106-1000-572.64-00	Eagle Row	J090511030455N	\$ 3,723.42	9676
Cybox	68719	168822	106-1000-572.64-00	Eagle Overhead Press	J090511010382N	\$ 3,663.42	9675
Cybox	68719	168822	106-1000-572.64-00	Eagle Arm Curl	J090511070304N	\$ 2,943.42	9682
Cybox	68719	168822	106-1000-572.64-00	Eagle Arm Extension	J090511080257N	\$ 3,123.41	9683
Cybox	68719	168822	106-1000-572.64-00	45 Degree Back Extension	J092516022088N	\$ 1,115.66	9687
Cybox	68719	168822	106-1000-572.64-00	VR1 Dual AB- Back Extension	J091813200656N	\$ 2,829.41	9685
Cybox	68719	168822	106-1000-572.64-00	VR3 Assisted Dip/Chin	J092512231708N	\$ 3,748.16	9679
Cybox	68719	168822	106-1000-572.64-00	VR3 Standing Calf	J091812120479N	\$ 3,033.16	9684
Cybox	68719	168822	106-1000-572.64-00	BRAVO Func Trainer w/Chin Bar	J091808810149N	\$ 5,306.41	9686
Life Fitness	68719	168822	106-1000-572.64-00	Hammer Strength Smith	HSSM1014002	\$ 3,122.89	9700
Life Fitness	68719	168822	106-1000-572.64-00	MJ Core Tower	MJCORE0914125	\$ 1,203.70	
Life Fitness	68719	168822	106-1000-572.64-00	Synergy 360T Versa-Cable-Versa	FXTT-VCV0914009	\$ 4,594.05	9708
Life Fitness	68719	168822	106-1000-572.64-00	MJ Adjustable Pulley	MJAP0914122	\$ 1,870.70	9705
Life Fitness	68719	168822	106-1000-572.64-00	MJACO Station W/ Outrigger Rack	MJACO0914021	\$ 3,514.05	9705
Life Fitness	68719	168822	106-1000-572.64-00	Syn360 Step	FXT-STP1014006	\$ 610.80	9708
Life Fitness	68719	168822	106-1000-572.64-00	HMRAdjustable Bench (Pro Style) W/UPH-CUS	FWMAB1014005	\$ 1,084.45	9699
Life Fitness	68719	168822	106-1000-572.64-00	HMRAdjustable Bench (Pro Style) W/UPH-CUS	FWMAB1014004	\$ 1,084.45	9704
Life Fitness	68719	168822	106-1000-572.64-00	HMRAdjustable Bench (Pro Style) W/UPH-CUS	FWMAB1014003	\$ 1,084.45	9703
Life Fitness	68719	168822	106-1000-572.64-00	MJ Row W/ UPH - CUS	MNRW1014001	\$ 2,029.45	9705
Life Fitness	68719	168822	106-1000-572.64-00	MJLP Station W/ UPH - CUS	MJLP0914077	\$ 2,105.72	9705
Life Fitness	68719	168822	106-1000-572.64-00	Hammer Strength Linear Leg Press W/ UPH- CUS	HSLLP1014001	\$ 3,424.46	9695
Life Fitness	68719	168822	106-1000-572.64-00	Power Pivot And Rock Chin		\$ 764.25	9705
Life Fitness	68719	168822	106-1000-572.64-00	Suspension Chin and TRX Suspension		\$ 382.50	9705
Life Fitness	68719	168822	106-1000-572.64-00	HD Elite Half Rack Long Base W/ Pull Up Handle	HDLHRL 1947	\$ 1,411.98	9697
Life Fitness	68719	168822	106-1000-572.64-00	HD Elite Power Rack	HDLPR 1458	\$ 1,832.73	
Life Fitness	68719	168822	106-1000-572.64-00	HD Elite Stand Alone Storage	HDLSTOR-SA 2922	\$ 756.13	
Life Fitness	68719	168822	106-1000-572.64-00	HD Elite Stand Alone Storage	HDLSTOR-SA 2923	\$ 756.13	
Life Fitness	68719	168822	106-1000-572.64-00	Hammer Olympic Bench Weight Sto.	OBWS 12420	\$ 445.73	9698
Life Fitness	68719	168822	106-1000-572.64-00	Hammer Olympic Bench Weight Sto.	OBWS 12421	\$ 445.73	9692
Life Fitness	68719	168822	106-1000-572.64-00	Hammer Olympic Bench Weight Sto.	OBWS 12422	\$ 445.73	9693
Life Fitness	68719	168822	106-1000-572.64-00	Hammer Olympic Bench Weight Sto.	OBWS 12423	\$ 445.73	9694
Life Fitness	68719	168822	106-1000-572.64-00	Arm Curl, Seated W/ UPH-CUS	FWAC 9426	\$ 911.48	9691

YMCA Equipment
Project: QPC058

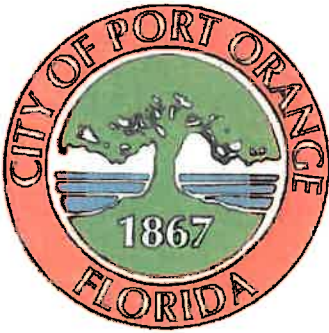
Vendor	P.O.	Check #	Account Number	Asset Description	Serial Number	Amount	Tag Number
Life Fitness	68719	168822	106-1000-572.64-00	Utility Bench - 75 W/ UPH- CUS	FWUB75 6778	\$ 602.83	9701
Life Fitness	68719	168822	106-1000-572.64-00	Olympic Decline Bench	ODB 5088	\$ 956.48	
Life Fitness	68719	168822	106-1000-572.64-00	Olympic Flat Bench	OFB 15581	\$ 866.48	
Life Fitness	68719	168822	106-1000-572.64-00	Olympic Incline Bench	OIN 7685	\$ 956.48	
Life Fitness	68719	168822	106-1000-572.64-00	Hammer Olympic Military Bench	OMB 2749	\$ 1,083.48	9696
Life Fitness	68719	168822	106-1000-572.64-00	ISO- Lateral Bench Press Horizontal	ILBPH 9372	\$ 1,842.66	9689
Life Fitness	68719	168822	106-1000-572.64-00	ISO- Lateral Rowing	ILROW 10641	\$ 1,661.42	9688
Life Fitness	68719	168822	106-1000-572.64-00	ISO- Lateral Shoulder Press	ILSP 11179	\$ 1,916.47	9690
Life Fitness	68719	168822	106-1000-572.64-00	Pullup 3 Handle		\$ 96.75	
Life Fitness	68719	168822	106-1000-572.64-00	Power Pivot		\$ 194.25	
Star Trac	68719	168822	106-1000-572.64-00	Group Cycling Bicycle	SBEN1406-L01781	\$ 1,350.98	9710
Star Trac	68719	168822	106-1000-572.64-00	Group Cycling Bicycle	SBEN1406-L01782	\$ 1,350.98	9709
Star Trac	68719	168822	106-1000-572.64-00	Group Cycling Bicycle	SBEN1406-L02161	\$ 1,350.98	9711
Star Trac	68719	168822	106-1000-572.64-00	Group Cycling Bicycle	SBEN1406-L02162	\$ 1,350.98	9712
Star Trac	68719	168822	106-1000-572.64-00	Group Cycling Bicycle	SBEN1406-L02163	\$ 1,350.98	9713
Star Trac	68719	168822	106-1000-572.64-00	Group Cycling Bicycle	SBEN1406-L02164	\$ 1,350.98	9714
Star Trac	68719	168822	106-1000-572.64-00	Group Cycling Bicycle	SBEN1406-L02165	\$ 1,350.98	9715
Star Trac	68719	168822	106-1000-572.64-00	Group Cycling Bicycle	SBEN1406-L02176	\$ 1,350.98	9716
Star Trac	68719	168822	106-1000-572.64-00	Group Cycling Bicycle	SBEN1406-L02236	\$ 1,350.98	9717
Star Trac	68719	168822	106-1000-572.64-00	Group Cycling Bicycle	SBEN1406-L02237	\$ 1,350.98	9718
Star Trac	68719	168822	106-1000-572.64-00	Group Cycling Bicycle	SBEN1406-L02252	\$ 1,350.98	9719
Star Trac	68719	168822	106-1000-572.64-00	Group Cycling Bicycle	SBEN1406-L02253	\$ 1,350.98	9720
Star Trac	68719	168822	106-1000-572.64-00	Group Cycling Bicycle	SBEN1406-L02258	\$ 1,350.98	9721
Star Trac	68719	168822	106-1000-572.64-00	Group Cycling Bicycle	SBEN1406-L02260	\$ 1,350.98	9722
Star Trac	68719	168822	106-1000-572.64-00	Group Cycling Bicycle	SBEN1406-L02261	\$ 1,350.98	9723
Star Trac	68719	168822	106-1000-572.64-00	Group Cycling Bicycle	SBEN1406-L02262	\$ 1,350.98	9724
Star Trac	68719	168822	106-1000-572.64-00	Group Cycling Bicycle	SBEN1406-L02298	\$ 1,350.98	9725
Star Trac	68719	168822	106-1000-572.64-00	Group Cycling Bicycle	SBEN1406-L02304	\$ 1,350.98	9726
Star Trac	68719	168822	106-1000-572.64-00	Group Cycling Bicycle	SBEN1406-L02305	\$ 1,350.98	9727
Star Trac	68719	168822	106-1000-572.64-00	Group Cycling Bicycle	SBEN1406-L02310	\$ 1,350.98	9728
Star Trac	68719	168822	106-1000-572.64-00	Group Cycling Bicycle	SBEN1406-L02311	\$ 1,350.98	9729
Star Trac	68719	168822	106-1000-572.64-00	Group Cycling Bicycle	SBEN1406-L02312	\$ 1,350.98	9730
Star Trac	68719	168822	106-1000-572.64-00	Group Cycling Bicycle	SBEN1406-L02332	\$ 1,350.98	9731
Star Trac	68719	168822	106-1000-572.64-00	Group Cycling Bicycle	SBEN1406-L02372	\$ 1,350.98	9732
Star Trac	68719	168822	106-1000-572.64-00	Group Cycling Bicycle	SBEN1406-L02374	\$ 1,350.98	9733
Star Trac	68719	168822	106-1000-572.64-00	Group Cycling Bicycle	SBEN1406-L02377	\$ 1,350.98	9734
Star Trac	68719	168822	106-1000-572.64-00	Group Cycling Bicycle	SBEN1406-L02396	\$ 1,350.98	9735
Star Trac	68719	168822	106-1000-572.64-00	Group Cycling Bicycle	SBEN1406-L02397	\$ 1,350.98	
Star Trac	68719	168822	106-1000-572.64-00	Group Cycling Bicycle	SBEN1406-L02398	\$ 1,350.98	
Star Trac	68719	168822	106-1000-572.64-00	Group Cycling Bicycle	SBEN1406-L02400	\$ 1,350.98	
Gym Source	68719	168822	106-1000-572.64-00	Rack Machine Bar Club Pack (15Pieces)		\$ 1,122.63	
Gym Source	68719	168822	106-1000-572.64-00	Elite Mat W/Eyelets Blue (20 Count)		\$ 657.63	

YMCA Equipment
Project: QPC058

Vendor	P.O.	Check #	Account Number	Asset Description	Serial Number	Amount	Tag Number
Gym Source	68719	168822	106-1000-572.64-00	Yoga Sticky Mat Blue/Purple (40 Count)		\$ 937.63	
Gym Source	68719	168822	106-1000-572.64-00	Vertical Dumbbell Rack (plus Accessories)		\$ 632.63	
Gym Source	68719	168822	106-1000-572.64-00	Exertubes		\$ 943.13	
Gym Source	68719	168822	106-1000-572.64-00	Step Platforms and Risers		\$ 3,857.63	
Gym Source	68719	168822	106-1000-572.64-00	Kettlebells (7)		\$ 434.60	
Gym Source	68719	168822	106-1000-572.64-00	Kettlebell Rack		\$ 426.63	9744
Gym Source	68719	168822	106-1000-572.64-00	Dumbbells		\$ 1,354.03	
Gym Source	68719	168822	106-1000-572.64-00	Octane -4700 Commercial Body Elliptical	F1312AP07656-02	\$ 3,816.63	9739
Gym Source	68719	168822	106-1000-572.64-00	Octane -4700 Commercial Body Elliptical	F1312AP07571-02	\$ 3,816.63	9737
Gym Source	68719	168822	106-1000-572.64-00	Octane -4700 Commercial Body Elliptical	F1312AP07621-02	\$ 3,816.63	9736
Gym Source	68719	168822	106-1000-572.64-00	Octane -4700 Commercial Body Elliptical	F1312AP07575-02	\$ 3,816.63	9741
Gym Source	68719	168822	106-1000-572.64-00	Octane -4700 Commercial Body Elliptical	F1312AP07582-02	\$ 3,816.63	9740
Gym Source	68719	168822	106-1000-572.64-00	Octane -4700 Commercial Body Elliptical	F1312AP07581-02	\$ 3,816.63	9738
Gym Source	68719	168822	106-1000-572.64-00	Rower- Concept II model		\$ 1,092.63	9742
Gym Source	68719	168822	106-1000-572.64-00	Rower- Concept II model		\$ 1,092.63	9743
Gym Source	68719	168822	106-1000-572.64-00	Elite Mat W/Eyelets Blue (30 Count)		\$ 877.60	
Gym Source	68719	168822	106-1000-572.64-00	Interlocking Bumper Plates		\$ 514.63	
Gym Source	68719	168822	106-1000-572.64-00	Hampton Urethane Grip Plates		\$ 8,547.63	

EXHIBIT "C"

Personal Property of the City retained on the Demised Premises: N/A



CITY OF PORT ORANGE

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

Volusia/Flagler Family Young Men's Christian Association, Inc.
Attention: Chris Seilkop, President/CEO
761 E. International Speedway Blvd.
DeLand, Florida 32724

Re: 4701 City Center Parkway, Port Orange, FL 32129: **Rent payments**

Dear Mr. Seilkop,

This letter relates to your obligations under the SEVENTH AMENDMENT AND RESTATEMENT OF CITY OF PORT ORANGE-YMCA LEASE AGREEMENT of 4701 City Center Parkway, Port Orange, FL 32129 (the "**Property**") dated December 17, 2017 and made between **City of Port Orange**, a Florida municipality ("City") and **Volusia/Flagler Family Young Men's Christian Association, Inc.** formerly known as The Greater Daytona Beach Area Young Men's Christian Association, Inc. ("YMCA" or "Lessee"), hereinafter (the "**Lease**"). In this letter, expressions defined in the Lease and used in this letter have the meaning set out in the Lease (save where otherwise stated).

1. TEMPORARY WAIVER At your request, we agree that for the period from and including October 1, 2020 to and including November 30, 2020 ("**Concession Period**") and subject to the following:

(a) the Annual Rent for calendar year 2020, payable pursuant to Section 7.a. of the Lease, shall be reduced to One Hundred Eighty-Seven Thousand Two Hundred Forty-Two and 23/100 Dollars (\$187,242.23); and

(b) the sum of **Thirty-Seven Thousand Four Hundred Forty-Eight and 44/100 Dollars (\$37, 448.44)** in Rental Payments, due and owing for the Concession Period, pursuant to Section 7.a. of the Lease, shall be waived for the whole of the Concession Period and shall be deferred for collection and payment until such time as to be determined by the Parties in a formal agreement to be finalized on or before December 1, 2020; and

(c) if a formal agreement cannot be finalized between the Parties on or before December 1, 2020, then the deferred Rental Payments, set forth hereinabove in Subsection(b) shall be due and owing on or before December 31, 2020.

2. TERMINATION

2.1 The rent concession set out in Paragraph 1 of this letter ("Concession") will terminate upon the expiration of the Concession Period.

2.2 Upon expiration of the Concession Period, the Lessee will recommence paying annual rent at the amounts normally due under the Lease.

3. EFFECT OF THIS LETTER. This letter does not constitute a variation of the terms of the Lease, which will continue in full force and effect. This letter is not intended to change your obligations under the Lease, otherwise than to:

(a) temporarily waive the obligation[s] to pay the Rental Payment due for the duration of the Concession Period; and

(b) defer said obligation until such time to be determined by the Parties in a formal agreement as referenced hereinabove or otherwise pay deferred Rental Payment on or before December 31, 2020.

We, the undersigned, do hereby acknowledge, agree, and accept the terms set forth in this letter.

YMCA
Volusia/Flagler Family Young Men's
Christian Association, Inc.

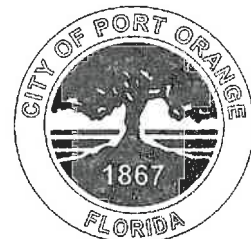
By: Chris Seilkop
Chris Seilkop, President

Attest: Ely Kane
Name: Elizabeth Kammer
Title: District Executive Director

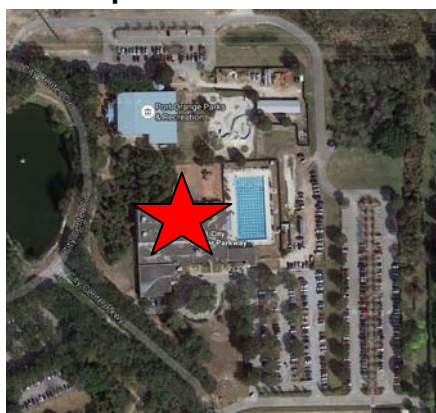
CITY OF PORT ORANGE, FLORIDA
A chartered municipal corporation

By: Donald O. Burnette
Donald O. Burnette, Mayor

Attest: Robin L. Fenwick
Robin L. Fenwick, MMC, City Clerk



Broker Opinion of Value



CITY OF PORT ORANGE

4701 City Center Parkway, Port Orange, FL 32127

Annual Base Rent \$236,600 to \$279,600

Price Per SF: \$5.50 - \$6.50 per SF

Number of Buildings: 2

Building SF: 43,013 & 280 SF Land : N/A

Area: Port Orange

Parking Spaces: 160+/-

Subject Property: Port Orange YMCA

Men and Ladies health facility, swimming pool, gymnasium, racquetball courts

Cross Street: City Center Circle

Market: Port Orange

Street Frontage: City Center Parkway

Tax Parcel No(s): A portion of 6308-00-06-0010

No. of Parcels: A portion of Year Built: 1990, 2001 & 2008

Corner: No

Zoning: GPU Government/Public Use

Valuations

Properties for Lease

115 Business Center Drive, Ormond Beach, FL

\$4.25 psf NNN 21,000 sf includes 3,480 sf office and 3480 sf mezzanie

2330 S. Nova Road, Daytona Beach, FL

\$6.50 psf NNN 8,100 sf includes 1,200 sf office

1631 S Nova Road, So. Daytona, FL

\$5.95 psf NNN 19,600 sf includes 4,500 sf office

475 Fentress Blvd., Daytona Beach, FL

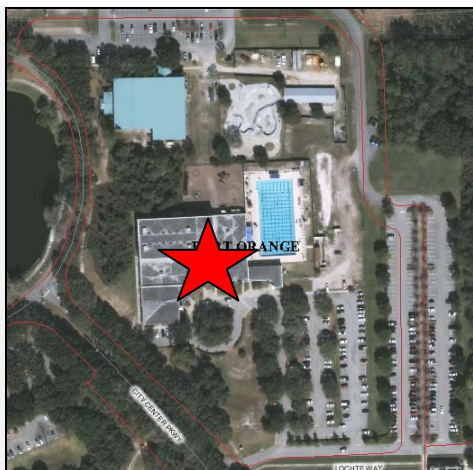
\$4.50 psf NNN 11,250 sf 120 parking spaces

880 N Spring Garden Ave, Deland, FL

\$2.75 psf NNN 41,473 sf retail exposure

1 S. Old Kings Road, Ormond Beach, FL

\$2.40 psf Modified Gross lease 25,866 sf former Gym and Racquetball facility



Prepared for: City of Port Orange
ATTN: Shannon Balmer

Prepared 9/19/2016 by: John W. Trost, PA, CCIM
SVN | Alliance Commercial Real Estate Advisors
1275 W. Granada Boulevard, Suite 5B,
Ormond Beach, FL 32174
386-301-4581 John.Trost@svn.com

Respectfully submitted as of date stated.

The information listed above has been obtained from sources we believe to be reliable, but we make no representations or warranties, expressed or implied. We accept no responsibility for its accuracy or correctness.
This evaluation is not an appraisal, it is limited to the use of Recipient and is not a guarantee of value.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 12/15/2020

Consent item: No

SUBJECT: (I30) Shortlist of City Manager Executive Search Firms

DEPARTMENT: Administrative Services

GOAL: 6 - Organizational Excellence

RECOMMENDED MOTION: Staff is requesting direction on whether Council wishes to call a special meeting to hold interviews of search firms, make their selection, and approve the contract or include those items on the regular meeting scheduled for January 19, 2021.

SUMMARY: On 12/10/2020 the responses to RFP 21-05, Executive Search Firm were received by the City. This item is reserved for City Council to give direction to staff if they would like to short list the responsive firms for interview before final selection. If it is the desire of Council, they will provide the short list of firms at this meeting. In addition, staff would like direction on when council would like to interview search firm finalists. The next regularly scheduled council meeting is January 19th. We could interview at that time or schedule a special meeting.

Project No.: Funding Account No.:

Presenter: Jamie Miller

ATTACHMENTS:

Robin Fenwick	Created/Initiated - 12/2/2020
Jamie Miller	Approved - 12/2/2020
Alan Rosen	Approved - 12/2/2020
Robin Fenwick	Final Approval - 12/2/2020



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 12/15/2020

Consent item: No

SUBJECT: (I31) Update on Patient Transport System

DEPARTMENT: Fire/Rescue Services

GOAL:

RECOMMENDED MOTION:

SUMMARY: Fire & Rescue will provide a briefing to council on our patient transport system. Briefing will include costs and revenue to date and a forecast of anticipated costs and projected revenues should we move towards a 24 hour per day operation.

Project No.: Funding Account No.:

Presenter: Ken Fustin

ATTACHMENTS:

1.	Transport Update	Transport Update.pptx
2.	Transport Expenses vs Revenues 12-04-20	Transport Expenses vs Revenues 12-04-20.xlsx

Robin Fenwick
Ken Fustin
Lupe Reyna-Coffin
Scott Neils
Alan Rosen
Robin Fenwick

Created/Initiated - 12/2/2020
Approved - 12/2/2020
Approved - 12/2/2020
Approved - 12/4/2020
Approved - 12/7/2020
Final Approval - 12/8/2020



Transport Update

Fire & Rescue

December 15, 2020



Startup Expenses

- Demo Model Ambulance Purchase: \$181,662
- Gear for 3 Additional Firefighters: \$9,000
- Total Startup Costs: \$190,662



FY2019 Expenses vs Revenues

- Transport services began April 15, 2019 and ran through September 30, 2019 (FY2019)
 - 3 Firefighter Salaries: \$91,125.00
 - 50% of salary cost from Jan. 2019 hire to FY end
 - Overtime Ambulance Staffing: \$27,223.23
 - EMS Supplies on Ambulance: \$7,119.24
 - Ambulance Fuel: \$3,475.91
 - Ambulance Maintenance: \$3,280.97
 - Startup Expenses: \$190,662
- Total Revenues Received: \$118,443.10
- FY2019 Net: **-\$204,443.25**



FY2020 Expenses vs Revenues

- Transport Service Expenses FY2020
 - 3 Firefighter Salaries (50% of salary costs): \$121,500.00
 - Overtime Ambulance Staffing: \$74,385.30
 - EMS Supplies on Ambulance: \$10,189.67
 - Ambulance Fuel: \$7,218.12
 - Ambulance Maintenance: \$14,665.83
- Total Revenues Received: \$448,285.97
- FY2019 Net: **\$220,327.05**



Total Expenses vs Revenues

- FY2019:
 - Expenses: \$322,886.35
 - Revenues: \$118,443.10
 - Net: **-\$202,443.25**
- FY2020:
 - Expenses: \$227,958.92
 - Revenues: \$448,285.97
 - Net: **\$220,327.05**
- Transport Lifetime Net: **\$15,883.80**



Transport Statistics

- FY2019 (4/15/2019 – 9/30/2019):
 - Emergency Statistics: 532 Calls – 365 Transports
 - Non-Emergency Statistics: 198 Calls – 143 Transports
 - Average: 3.02/day
- FY2020:
 - Emergency Statistics: 1,522 Calls – 1,052 Transports
 - Non-Emergency Statistics: 455 Calls – 339 Transports
 - Average: 3.81/day
 - Total Revenue (\$448,285.97) / Total Transports (1,391) = \$322.28/transport
- Comparison by the Month:
 - May 2019 (first full month in operation) Average Daily Transport: 2.96/day
 - November 2019 Average Daily Transport: 3.83/day
 - November 2020 Average Daily Transport: 4.43/day
- Since inception on April 15, 2019, we have been sent to 2,344 emergent calls and transported 1,608 patients and 738 non-emergent calls with 545 patients transported.
- Average response time is 7 minutes 5 seconds for Emergency calls and 8 minutes 23 seconds for Non-Emergency calls



Local Agency Comparables

Agency	Transport Units	Total Month Transports (Sept. 2020)	Average Daily Transports
Port Orange FD	1 Part Time (0800-2000)	139	4.5
Deltona FD	1 Full Time 1 Part Time (2000-0800 as of October)	193	6.2
Edgewater FD	1 Full Time	144	4.6
New Smyrna Beach FD	1 Full Time	143	4.6
Ponce Inlet FD	1 Full Time (many calls in Daytona Beach Shores)	16	.5



Forecasting

- Project Transport Service Expenses:
 - 3 Firefighter Salaries: \$243,000
 - Gear for 3 Additional Firefighters: \$9,000
 - Overtime Ambulance Staffing: \$74,385.30
 - EMS Supplies on Ambulance: \$13,756.05
 - Ambulance Fuel: \$9,744.46
 - Ambulance Maintenance: \$19,798.87
 - First Year Payment to Lease/Replacement Fund: \$15,100
 - Total Projected Expenses: **\$384,784.68**
- Projected Revenue at Full Time Operation:
 - **\$605,186.06**
- Projected Net at Full Time Operation:
 - **\$220,401.38**

Transport Expenditures vs Revenues

	FY2019	FY2020
	1/2019 - 9/2019	10/2019 - 9/2020
3 Members Hiring Expenses - Gear (data from FY19 A La Carte Request)	\$ 9,000.00	\$ -
3 Members Salary - 50% of Cost (Cid, Seijas, Hilton) (Note 1)	\$ 91,125.00	\$ 121,500.00
30% OT Expenses Related to Transport	\$ 27,223.23	\$ 74,385.30
1/6 EMS Supplies (includes 1/2019 for first stocking of ambo)	\$ 7,119.24	\$ 10,189.67
Ambulance Maintenance (Note 2)	\$ 3,280.97	\$ 14,665.83
Ambulance Fuel (Note 2)	\$ 3,475.91	\$ 7,218.12
Ambulance Purchase (Note 3)	\$ 181,662.00	\$ -
Total Expenses	\$ 322,886.35	\$ 227,958.92
Total Revenues	\$ 118,443.10	\$ 448,285.97
Totals	(\$204,443.25)	\$220,327.05
	FY2019	FY2020

Notes:

- 1) Members Hired in January 19 - 9mos
- 2) Maintenance and Fuel from Jeff Fontane
- 3) Ambulance Purchase recorded as expense as it was a new acquisition. Department will be charged a replacement
- 4) \$15,000 added to FY21 Current Cost of Maintenance for lease replacement allocation
- 5) 24/7 increment will generate 35% additional revenue as there are fewer calls

	FY2021		FY 2021 Full-time Operations		
Total	10/2020 - 9/2021		Current	24/7 Increment	Total
\$ 9,000.00	\$ -		\$ -	\$ 9,000.00	\$ 9,000.00
\$ 212,625.00	\$ 121,500.00			\$ 243,000.00	\$ 243,000.00
\$ 101,608.53	\$ 74,385.30		\$ 74,385.30	\$ -	\$ 74,385.30
\$ 17,308.91	\$ 10,189.67		\$ 10,189.67	\$ 3,566.38	\$ 13,756.05
\$ 17,946.80	\$ 14,665.83		\$ 29,765.83	\$ 5,133.04	\$ 34,898.87
\$ 10,694.03	\$ 7,218.12		\$ 7,218.12	\$ 2,526.34	\$ 9,744.46
\$ 181,662.00	\$ -		\$ -	\$ -	\$ -
\$ 550,845.27	\$ 227,958.92		\$ 121,558.92	\$ 263,225.76	\$ 384,784.68
\$ 566,729.07	\$ 448,285.97		\$ 448,285.97	\$ 156,900.09	\$ 605,186.06
\$ 15,883.80	\$220,327.05		\$326,727.05	(\$106,325.67)	\$ 220,401.38
Net					



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 12/15/2020

Consent item: No

SUBJECT: (I32) Discussion on Interim Council Member and Special Election for District 1 Council Member

DEPARTMENT: City Clerk

GOAL: 6 - Organizational Excellence

RECOMMENDED MOTION:

SUMMARY: Due to the resignation of Councilwoman Marilyn Ford effective December 18, 2020 and pursuant to the City's Charter, an interim City Council member will need to be appointed to serve until a special election takes place in 2021.

The City's Charter reads as follows pertaining to the filling of vacancies:

"Filling of vacancies. A vacancy of the council shall be filled in one of the following ways: (1) If there are less than twelve (12) months remaining in the unexpired term or if there are less than twelve (12) months before the next regular city election, the council by a majority vote of the remaining members shall choose a successor to serve until the newly elected council member is qualified; (2) if there are more than twelve (12) months remaining in the unexpired term and no regular city election is scheduled within twelve (12) months, the council shall fill the vacancy on an interim basis as provided in (1), and shall schedule a special election and a primary election to fill the vacancy for the remainder of the unexpired term. The special election and primary election may be held on the day of any state or county primary or general election. Notwithstanding any quorum requirements established herein, if at any time the membership of the council is reduced to less than a quorum, the remaining members may by majority vote appoint additional members under either (1) or (2) above."

In 2019, Council held a Special Meeting to declare a vacancy due to the passing of Council Member Robert Ford, schedule a qualifying period, declare election dates, and appoint an interim council member. It is recommended that this same approach be taken again.

The cost of the Special Election in 2019 was approximately \$52,000. Funds to cover the 2021 Special Election will need to be transferred to the City Clerk's budget on January 19, 2021.

The County Supervisor of Elections has proposed April 13, 2021 as the Primary Election date and June 22, 2021 as the Run Off Election date, if needed.

Staff recommends holding a Special Meeting on Tuesday, December 22, 2020 to call

for the Special Election dates as listed above.

Project No.: Funding Account No.:

Presenter: Robin Fenwick, Matthew Jones

ATTACHMENTS:

Robin Fenwick	Created/Initiated - 12/9/2020
Matthew Jones	Approved - 12/9/2020
Alan Rosen	Approved - 12/9/2020
Robin Fenwick	Final Approval - 12/10/2020



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 12/15/2020

Consent item: No

SUBJECT: (J34a) City Manager Recruitment Update

DEPARTMENT: Administrative Services

GOAL:

RECOMMENDED MOTION:

SUMMARY: City Council has provided direction (through item #30 on this agenda) on the vendors they would like to further consider for the Executive Search Firm RFP as well as a timeline for selection of the firm for Council. The next regularly scheduled meeting is 01/19/2021, however a special meeting could be held for interviews of the search firms, selection by Council, and approval of the contract if Council so desires.

As part of the RFP responses, the vendors provided an anticipated timeline for the selection of the next permanent City Manager. These responses will be opened by Staff on December 10, 2020 and will be provided under separate cover to Council once received and reviewed for responsiveness.

Project No.: Funding Account No.:

Presenter: Jamie Miller

ATTACHMENTS:

Robin Fenwick	Created/Initiated - 12/9/2020
Jamie Miller	Approved - 12/9/2020
Alan Rosen	Approved - 12/9/2020
Robin Fenwick	Final Approval - 12/9/2020



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 12/15/2020

Consent item: No

SUBJECT: (J34b) Discussion on Interim City Manager

DEPARTMENT: City Manager

GOAL:

RECOMMENDED MOTION:

SUMMARY: Alan Rosen has been selected by Lake County to be their next County Manager. Alan has yet to negotiate a contract with Lake County, but it's expected to be finalized on December 22. Alan has offered to give the City a thirty-day notice of resignation to allow for a smooth transition to a new interim city manager; however, his resignation will be contingent upon finalizing a contract with Lake County.

Staff is seeking input and guidance on the selection of a replacement interim city manager.

Project No.: Funding Account No.:

Presenter:

ATTACHMENTS:

Robin Fenwick	Created/Initiated - 12/9/2020
Alan Rosen	Approved - 12/9/2020
Matthew Jones	Approved - 12/9/2020
Robin Fenwick	Final Approval - 12/9/2020
