



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

JULY 20, 2021

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 Miguel Rodriguez of First United Methodist Church of Port Orange
2. Pledge of Allegiance
3. Roll Call

B. SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

4. Update from Pittman Law Group
5. Parks & Recreation Advisory Board Report

C. TOWN CENTER CRA JOINT SPECIAL MEETING

6. Approval of a Real Estate Brokerage Agreement with Colliers International Florida, LLC to market and list for sale property owned by the City of Port Orange and the Port Orange Town Center Community Redevelopment Agency (CRA)

D. CONSENT AGENDA

7. Public Comments on Consent Agenda Items Only
8. Agenda Approval
9. Approval of Minutes
 - a. June 15, 2021 - Regular City Council Meeting
 - b. June 22, 2021 - City Council Workshop
 - c. July 13, 2021 - City Council Workshop
10. Bid Awards and Contract Items

- a. Approval of Task Authorization No. 30 to Mead and Hunt for Design and Bidding Assistance for Police Department Generator Replacement
- b. Approval to Waive Formal Bidding Requirements and approve Professional Services Agreement with Pittman Law Group
- c. Award of ITB #21-15 for Street Striping to Better Barricades, Inc. and Aspen Services, Inc.

- 11. Resolution No. 21-27 - Ratifying all emergency actions taken by the City Manager during the Local State of Emergency relating to COVID-19
- 12. Approval of Proportionate Fair-Share Agreement for the Osprey Pointe Apartments Site Plan - Case No. 20-80000010
- 13. Approval of a Lien Recovery Agreement for 45 Elda Lane, Parcel ID 6315-08-00-0450
- 14. Approval of Memorandum of Understanding (MOU) with Southeast Volusia Regional Special Weapons and Tactics Team

E. CITIZEN PARTICIPATION (Agenda)

- 15. Update from the Conklin Davis Center for the Visually Impaired

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

G. COUNCIL COMMENTS

- 16. Comments/Concerns from Council Members

H. PUBLIC HEARING

- 17. Second Reading - Ordinance No. 2021-15 - Land Development Code (LDC) Clean-up Amendment 2021-2/Chapters 3, 13, 16 and 17 (Case No. 21-25000003)
- 18. Second Reading – Ordinance No. 2021-16 – Rezoning/3704 Nova Rd. (Case No. 21-60000001)
- 19. First Reading - Ordinance No. 2021-18 - Rezoning and Approval of the Dunlawton Storage Planned Commercial Development Master Development Agreement and Conceptual Development Plan (Case No. 21-65000001)

I. REGULAR AGENDA

- 20. Request for a Waiver of Species of Animals
- 21. Designation of a Florida League of Cities Conference Voting Delegate during the Annual Conference being held August 12-14, 2021

J. ADDITIONAL ITEMS

22. City Attorney

23. City Manager

K. COUNCIL COMMITTEE REPORTS

24. 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, 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 7/20/2021

Consent item: No

SUBJECT: (C6) Approval of a Real Estate Brokerage Agreement with Colliers International Florida, LLC to market and list for sale property owned by the City of Port Orange and the Port Orange Town Center Community Redevelopment Agency (CRA) and authorizing the City Manager to sign as authorized representative for the Port Orange Town Center CRA.

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life, 4 - Economic Development, 5 - Fiscal Sustainability

RECOMMENDED MOTION: CRA Motion: Move to approve the Brokerage Agreement with Colliers International Florida, LLC and designate the City Manager as authorized agent of the Port Orange Town Center Community Redevelopment Agency for the purpose of executing all documents necessary for the marketing and sale of the properties owned by the Port Orange Town Center Community Redevelopment Agency (CRA) as set forth in said agreement.

City Council Motion: Move to approve the Brokerage Agreement with Colliers International Florida, LLC and designate the City Manager as authorized agent of the City of Port Orange for the purpose of executing all documents necessary for the marketing and sale of the properties owned the City of Port Orange as set forth in said agreement.

SUMMARY: The Real Estate Brokerage Agreement with Colliers International Florida, LLC is to market and list for sale property owned by the City of Port Orange and the Port Orange Town Center Community Redevelopment Agency (CRA). The Real Estate Brokerage Agreement with Colliers International Florida, LLC, is a piggyback agreement to the agreement between the City of Port St. Lucie, Florida, and Colliers International South Florida, LLC, dated January 13, 2020.

A main factor for entering into a Real Estate Brokerage Agreement with Colliers International Florida, LLC, is their Public Institutions Division. The Colliers' Public Institutions Division consists of experts who specialize in providing real estate consulting services to city and county governments in Florida and understands governmental procurement procedures for selling and leasing city-owned property are complex and subject to layers of regulations, policy, and legislation. Colliers' government clients in Florida include Fort Lauderdale, Port St. Lucie, Fort Pierce, Tamarac, DeBary, Gainesville and Pinellas County & Sarasota County among others.

At the April 28 City Council Workshop, the City Council provided direction to staff to

secure an agreement with a brokerage firm to market and list for sale approximately 10 acres of land owned by the City and Port Orange Town Center CRA located within the Riverwalk area and property located along Ridgewood Avenue (see property location map, Exhibit A) to potential developers for the development of a waterfront mixed-use destination along the Halifax River. Upon approval of the agreement, Colliers will list for sale and actively market the City and Port Orange Town Center CRA properties and coordinate with designated City staff as offers or inquiries are received. Acceptance of any offer received will come back before the City Council and Port Orange Town Center CRA at a future meeting. The agreement also allows for Colliers to market and list for sale other City-owned property, not within the Riverwalk area, as may be determined at a later date. The broker commission is five (5%) percent of the purchase price, subject to completion of the sale and conveyance of the City and CRA property referenced in said agreement. In addition, staff is requesting the Port Orange Town Center CRA and City Council approve the City Manager as its authorized agent with authorization to sign all documents related to the listing and sale of the property owned by the Port Orange Town Center CRA and the City of Port Orange.

Project No.: N/A

Funding Account No.: N/A

Presenter: Tim Burman

ATTACHMENTS:

1.	Colliers International South Florida LLC Piggyback Agreement with City of Port Orange	Colliers International South Florida LLC Piggyback Agreement with City of Port Orange.pdf
2.	Exhibit A - Location Map	Exhibit A - Riverwalk City Owned Sale Colliers Location Map.jpg

Robin Fenwick
Tim Burman
Shannon Balmer
Wayne Clark
Robin Fenwick

Created/Initiated - 7/1/2021
Approved - 7/2/2021
Approved - 7/15/2021
Approved - 7/15/2021
Final Approval - 7/15/2021



CITY OF PORT ORANGE PIGGYBACK AGREEMENT

for Goods and Services

Base Contract:

- ☐ **State of Florida**
☐ **Florida Sheriff's Association**
☐ **Sourcewell Formerly known as National Joint Powers Alliance ("NJPA")**
☒ **City of Port Saint Lucie**
☐ **Other** _____

Department:	Community Development
Base Contract BID/RFP/RFSQ Number:	City of Port Saint Lucie ("PSL") Contract No: 20190072 Pursuant to Sealed Electronic Request for Proposal #20190072
Alternate Source Contract Number: <i>(Used for State Contracts)</i>	N/A
Contractor Name:	Colliers International Florida, LLC
Contractor's Authorized Dealer:	N/A
Delivery/Installation/Product/Service Location:	City of Port Orange ☐ F.O.B. Destination City of Port Orange
Description:	Real Estate Broker Services
Contract Initial Term/Term: <i>(check appropriate term and enter dates)</i>	PSL: From: Initial Term 1/13/20 to 1/12/22 PSL Optional Renewal Term for three (3) additional One-year periods as appropriations allow in the budget. COPO ☒ Effective last date Agreement signed by Parties and shall continue for a period of one-year.
Contract Renewal Term: <i>(No. of Renewals and Term for each renewal)</i>	COPO: Optional Renewal Term for three (3) additional One-year periods. (Language: In the event of a conflict, the expiration in the Task Authorization shall control.)
Authorization of Services: <i>(check one)</i>	☒ Written Purchase Order(s) ☐ Notice to Proceed(s) ☐ Task Authorization(s)
Compensation:	To be paid upon sale or transfer, in an amount not to exceed five percent (5%) of the gross sales price. No additional payments will be made over and above the agreed upon commission rate for any reason and no payment will be made or due if property is not sold during the contract period. It is expressly understood that Colliers is entitled to receive compensation under this Contract only in the event that Colliers is the procuring agent of the buyer of the subject property and the real estate transaction between the City and the buyer is fully consummated.
Exhibits Attached to Contract <i>(excluding legal Exhibits, if any)</i>	☒ Exhibit "Contract History, Definitions & Terms" ☒ Exhibit "Proposal" ☒ Exhibit "Riverwalk Parcels" ☐ Exhibit "Other"
Contract Administrator:	Tim Burman, Community Development Director

Contractor's Authorized Agent Name Printed ⁱ:		Ryan D. Kratz, Vice President
For purposes of this Agreement, notices shall be sent to the principal address of the City and Contractor, as provided in this Agreement. Any notice or other communication given under this Agreement will be in writing and delivered by hand, sent by facsimile (provided acknowledgment of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the address provided herein. The Parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days' written notice to the other party.		
Contractor's Complete Contact Information:	Principal Address: 2121 Ponce De Leon Boulevard Coral Gables, Florida 33134 Mailing Address: 601 Union Street Suite 3320 Seattle, Washington 98101	Telephone: (786) 517-4990 E-Mail: Ken.Krasnow@colliers.com
Signature: Contractor's Authorized Agent ⁱ:		Date:
Contractor Notary Acknowledgment Block:		<i>Seal/Stamp</i>
STATE OF FLORIDA COUNTY OF BROWARD The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this ____ day of _____, 2021, by Ryan D. Krantz, as Vice President of Colliers International South Florida, LLC, a Florida corporation. He is ____ personally known or ____ produced _____ as identification. _____ Notary Public, State of Florida <i>Printed, typed or stamped name, commission and expiration:</i>		
Department Head Signature Acknowledges the following: <i>The base contract referenced above for piggybacking by the City of Port Orange has been verified to be competitively bid with multiple proposals from vendors/contractors within two years from the date of this piggyback agreement, unless waived by the City Manager in writing or at the direction of City Council. The Department Head further acknowledges that the vendor package, all supporting vendor documentation, and the entire base contract, including but not limited to all exhibits, and all terms and conditions is uploaded for City record.</i>		
Department Head Name, Title Printed:	Tim Burman, Community Development Director	
Signature: Department Head		Date:
Signature: Wayne Clark, City Manager		Date:
Attest: Robin L. Fenwick, MMC, City Clerk		Date:
ⁱ 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. If this Agreement is signed by an individual not identified in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into agreements on behalf of said entity.		

EXHIBIT "CONTRACT HISTORY, DEFINITIONS & TERMS

Contract History

On the 13th day of January, 2020, the Port Saint Lucie City Council approved Agenda Item 7.h, and the City of Port Saint Lucie ("PSL") entered into Contract No. 20190072 with the Consultant, pursuant to Sealed Electronic Request for Proposal for Real Estate Broker Services 20190072, Addendum No. 1, Addendum No. 2, and Addendum No. 3, with an initial term commencing January 13, 2020 and continuing through January 12, 2022 (PSL Contract), with Three (3) additional one-year renewal, periods as appropriations allow in the budget. A copy of the PSL Contract is available in the office of the City Clerk, City Hall, 1000 City Center, Port Orange, Florida 32129.

Defined Terms

1. **City:** City shall mean the City of Port Orange, a Florida municipal corporation, and Port Orange Town Center Community Redevelopment Agency, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129.
2. **Contractor:** Contractor shall mean the person duly authorized to have an Agreement with the City to provide product and/or services as set forth in all Agreement documents.
3. **Parties:** Parties shall mean the City and Contractor collectively.
4. **Base Contract:** The original negotiated contract for goods and/or services that has been competitively bid and awarded, which extends the same pricing and terms of contract to the City.
5. **Contract Administrator:** Contract Administrator shall mean the person having the responsibility for the day-to-day administration of the Contract, Notice to Proceed(s) or written Purchas Order(s).

Terms and Conditions

1. The terms of the Base Contract for this Agreement and any exhibits attached hereto are incorporated herein by reference.
2. The City objects in advance to the inclusion of any additional terms and conditions proposed by the Contractor in its acceptance or acknowledgement for the purchase of any goods, work, or services. The inclusion of additional terms and conditions, or reference thereto, by the Contractor in the quote shall be of no significance, shall not be binding on the City, and the City's acceptance of the Contractor's goods, work, or services shall not be deemed as acceptance of such terms.
3. This Agreement and the documents incorporated herein by reference shall constitute the whole agreement between the Parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, written or verbal, between the Parties hereto.
4. The terms of the Base Contract and this Agreement shall include Real Estate Broker Services for the City owned properties, attached hereto as Exhibit "Riverwalk Parcels." The City may extend the terms and conditions of the Base Contract and this Agreement to include other City owned properties, subject to mutual written agreement by both Parties.
5. **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.

6. **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.

7. **Certificate of Insurance.** Contractor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured, in accordance with the same insurance terms as provided in the Base Contract.

EXHIBIT “PROPOSAL”

Consisting of 32 Pages



Go To Market Strategy

Marketing Strategy and Proposal

City of Port Orange | River District Land

Prepared for:
City of Port Orange



Prepared by:
Ken Krasnow
Vice Chairman
+1 786 517 4990
ken.krasnow@colliers.com

Brooke Berkowitz
Director
+1 561 512 3488
brooke.berkowitz@colliers.com

David Calcanis
Executive Managing Director
+1 407 421 2311
david.calcanis@colliers.com

Bastian Lagerbauer
Director
+1 561 281 6656
bastian.lagerbauer@colliers.com

Executive Summary

Colliers would like to thank the City of Port Orange for the opportunity to submit this Marketing Strategy for the City's Riverwalk Mixed-Use Development Area, comprised of ± 10 acres, which is ideal for mixed-use development. In addition, Colliers is happy to extend services for other city-owned properties in the surrounding area as may be requested by the City.

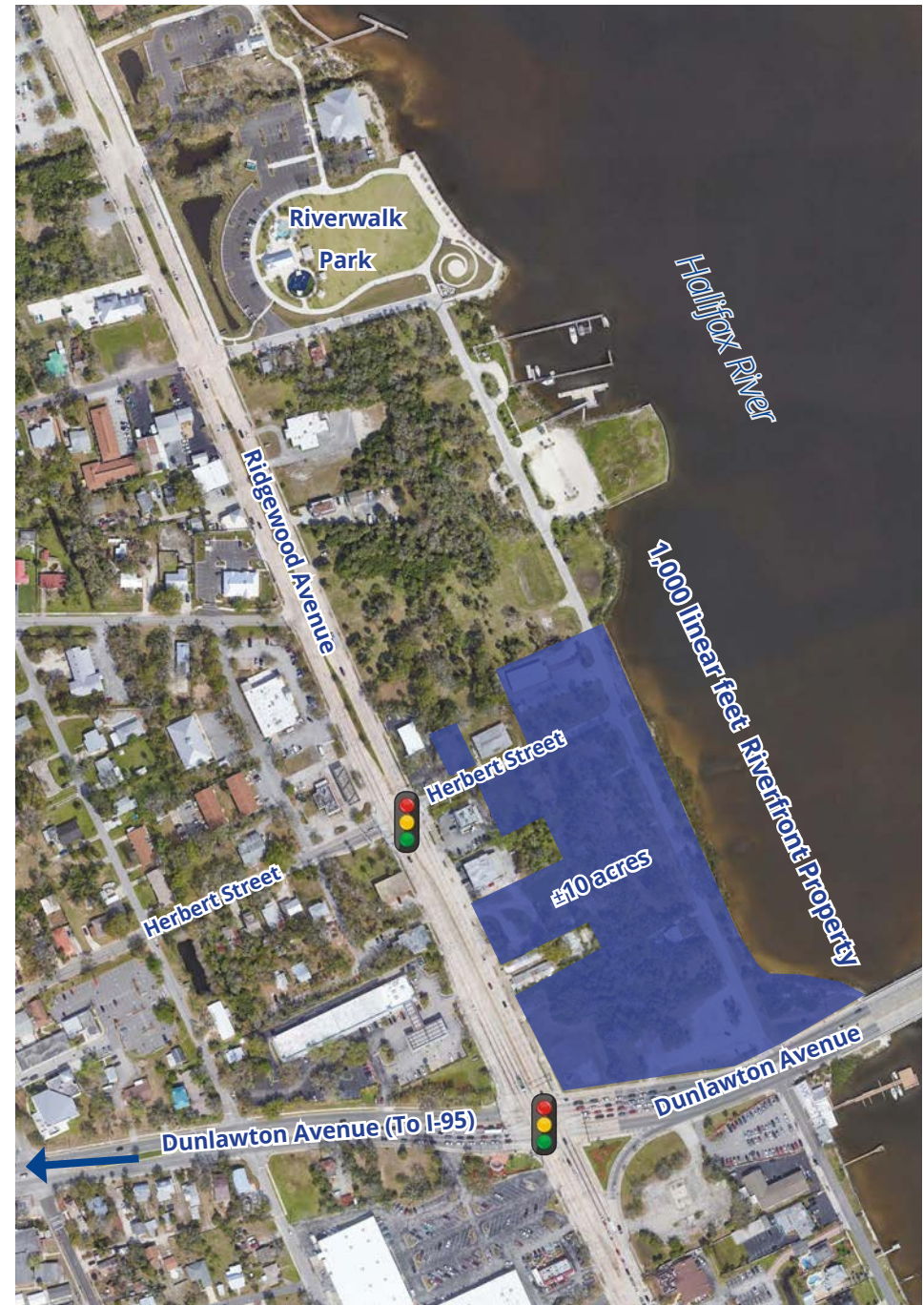
Colliers is the leading global real estate company and our goals for this development are the following:

- Based on the goals/objectives of the City, determine an appropriate asset mix/valuation
- Execute a focused marketing strategy using our global platform to attract a wide range of experienced/qualified developers
- Facilitate a smooth due diligence period preceding closing
- Successfully close the transaction

We have assembled a team of experienced investment sales professionals, with specialized experience working with public sector clients, that offer unparalleled advisory and sales experience, with real-time access to the most active buyers, comprehensive market intelligence and proven real estate disposition strategies.

The Colliers in-house project marketing, research & consulting team prides itself in ensuring we deliver best in class marketing campaigns for our clients. To provide the highest level of service, we implement an aesthetically pleasing, and comprehensive marketing outreach campaign that promotes profitability and creates a positive image for the asset.

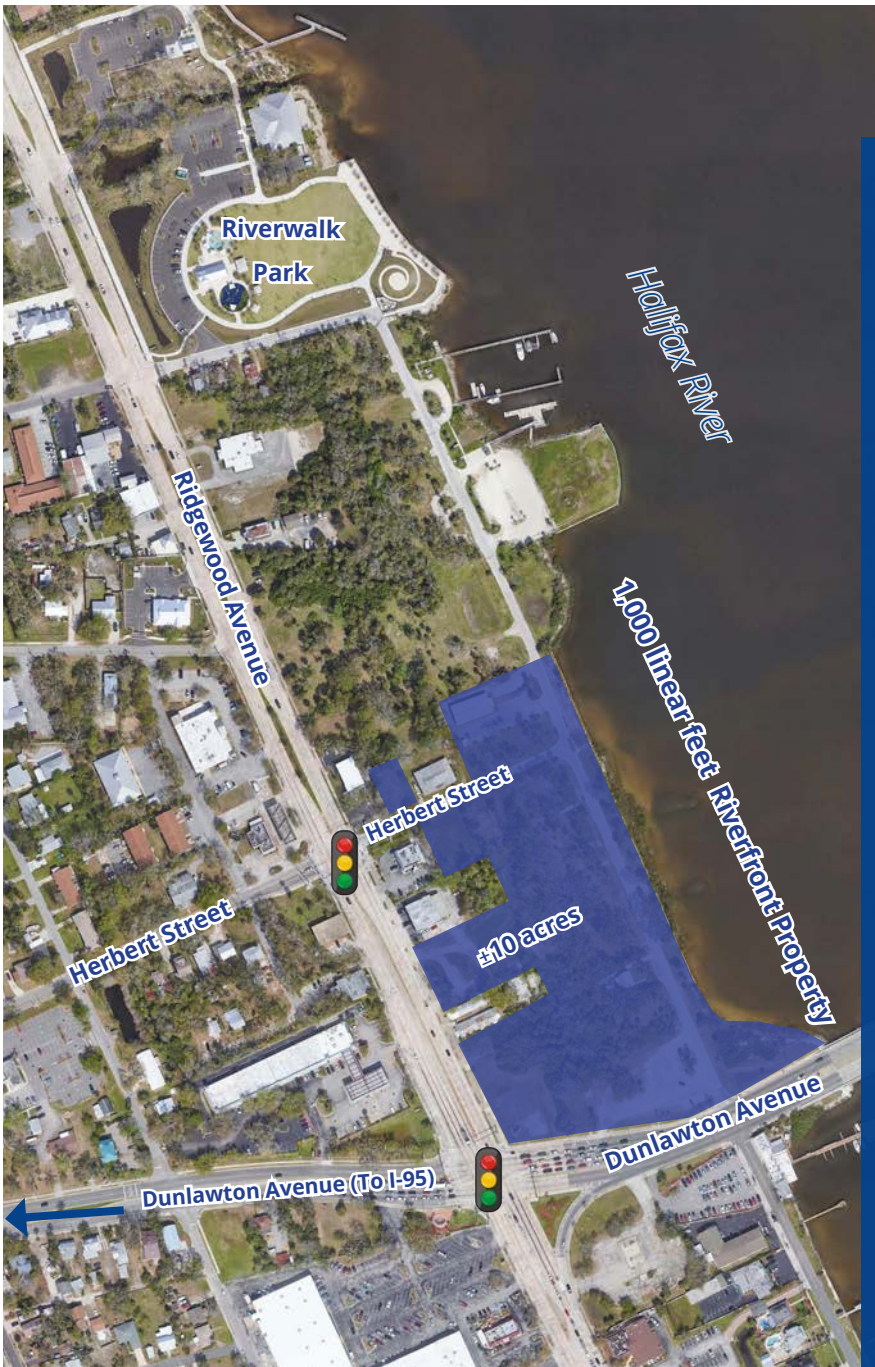
Upon engagement and approval we will launch our marketing campaign leveraging all of the tools at our disposal to ensure a positive image for the City and the development. Once you review the enclosed information we look forward to discussing next steps with the City.



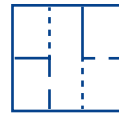
Part 1

Property Profile

Property Highlights



- +1,000 linear feet of Riverfront Property
- ±10 acres Contiguous Property Zoned for Mixed Use
- Located in an Opportunity Zone
- Maximum Impervious Coverage – 100%
- Positioned at two (2) signalized Intersections
- Available Economic Development Incentives
- Adjacent to redeveloping properties
- Anticipated new residential growth in the general area
- Excellent visibility to Beach and Vacation Traffic
- Traffic Count
 - o US1 (Ridgewood Avenue) - Commonwealth to Dunlawton – 21,000 (2019)
 - o US1 (Ridgewood Avenue) - Dunlawton to Reed Canal – 25,500 (June 2021)
 - o Dunlawton – US1 (Ridgewood Avenue) to Spruce Creek – 26,500 (2019)
 - o Dunlawton – US1 (Ridgewood Avenue) to A1A – 33,000 (June 2021)
- Located in the Port Orange Town Center Community Redevelopment Agency (CRA)



Property Profile

The sites are located within the Port Orange Town Center (POTC) Community Redevelopment District (CRA), located in an Opportunity Zone. The CRA's goal is to create a signature destination that reestablishes Port Orange's image as a premier waterfront community. The main site is located in Port Orange's Mixed-Use Riverwalk District that allows for integration of a variety of commercial and office uses and high density residential (up to 32 du/ac). The main site includes 19 parcels and portions of city rights-of-way, featuring $\pm 1,000$ linear feet of riverfront property and US1 road frontage. The City owns all of these parcels to simplify acquisition of the full site and flexibility with vacating the rights-of-way.

The vision of the City is to build a premier mixed-use waterfront development along the Halifax River that includes commercial, entertainment, office, residential, hotel, marina, and civic uses. There is substantial flexibility allowed in the site's zoning to accomplish this vision and create a quality project the benefits the residents of Port Orange and the developer.

Project Name	River District
Address	East of S. Ridgewood Avenue (US1), North of Dunlawton Avenue, Port Orange, FL
Property Type	Land
Proposed Use	Mixed-use: commercial, entertainment, office, residential, hotel
Subject Site Area	± 10 acres (19 parcels)
Current Zoning	Planned Community: Port Orange Riverwalk (PC-R) District Mixed-Use



Property Profile

Utilities

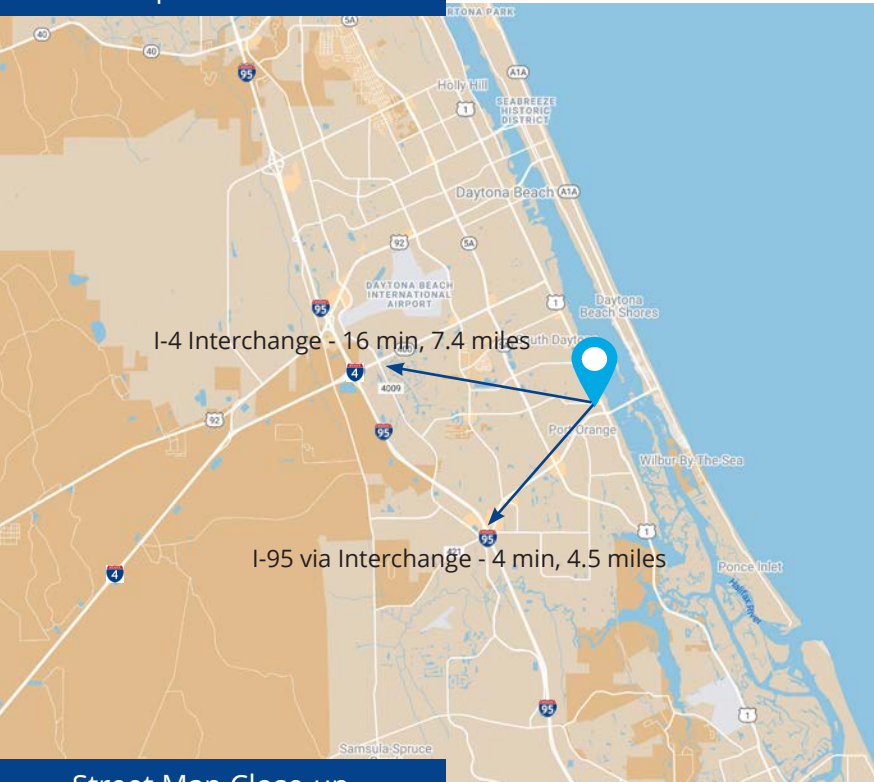
1. Potable Water – City of Port Orange
 - a. 6-inch water main along Ridgewood Avenue (US1)
 - b. 16-inch water main along Halifax Drive
 - c. 16-inch water main along Herbert Street
2. Reclaimed Water – City of Port Orange:
 - a. Available to service the site
3. Sanitary Sewer – City of Port Orange
 - a. 20-inch Force Main along Halifax Drive right-of-way
 - b. 20-inch Force Main along Herbert Street
 - c. 8-inch gravity sewer main and manholes along Halifax Drive
 - d. 8-inch gravity sewer main and manholes along Herbert Street
4. Stormwater – Property Owner – Designed as part of the site development permit
5. Power - Florida Power & Light (FPL) along US1 (Ridgewood Avenue, Dunlawton Avenue, Herbert Street, and underground along the existing trail to the north of the main site)

Transportation

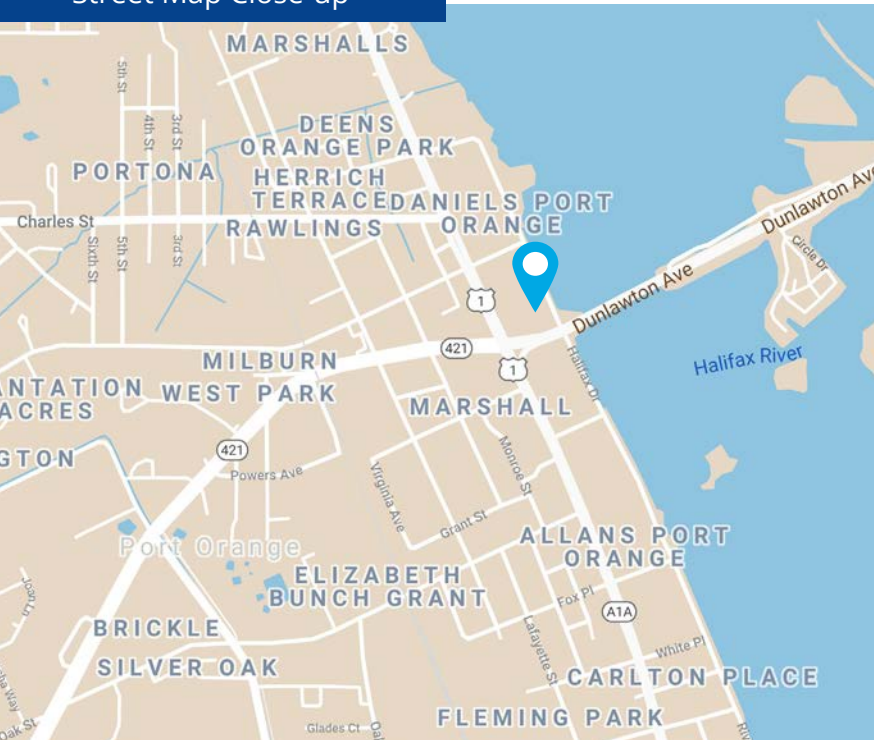
- Roads: Direct access to 4-lane Dunlawton Avenue (SR421) and Ridgewood Avenue (US1).
- Intersections with Traffic Signal: Access to a traffic signal at the intersection of Dunlawton Avenue/Ridgewood Avenue at the southwest corner of the site, and a traffic signal at the intersection of Herbert Street/Ridgewood Avenue at the northwest corner of the site.
- Votran: Access to three Votran Bus Routes – 17B, 4, and 40
- Water Access: Potential water taxi service and transitory boat slips with the future expansion of the marina north of the City's ±10 acre site
- Trails (Pedestrian and bicycle): Access to current and future trails (City, St. John River-to-Sea Loop, and East Coast Green Way Trail)

<u>Roadway</u>	<u>Drive</u>	<u>Distance</u>
I-95 Interchange (Port Orange)	11 min	4.5 mi
I-4 Interchange (Daytona)	16 min	7.4 mi
<u>Airport:</u>		
Orlando Sanford Airport	50 min	36 mi
Daytona Beach International Airport	17 min	8 mi
Orlando International Airport	1hr 12min	76 mi

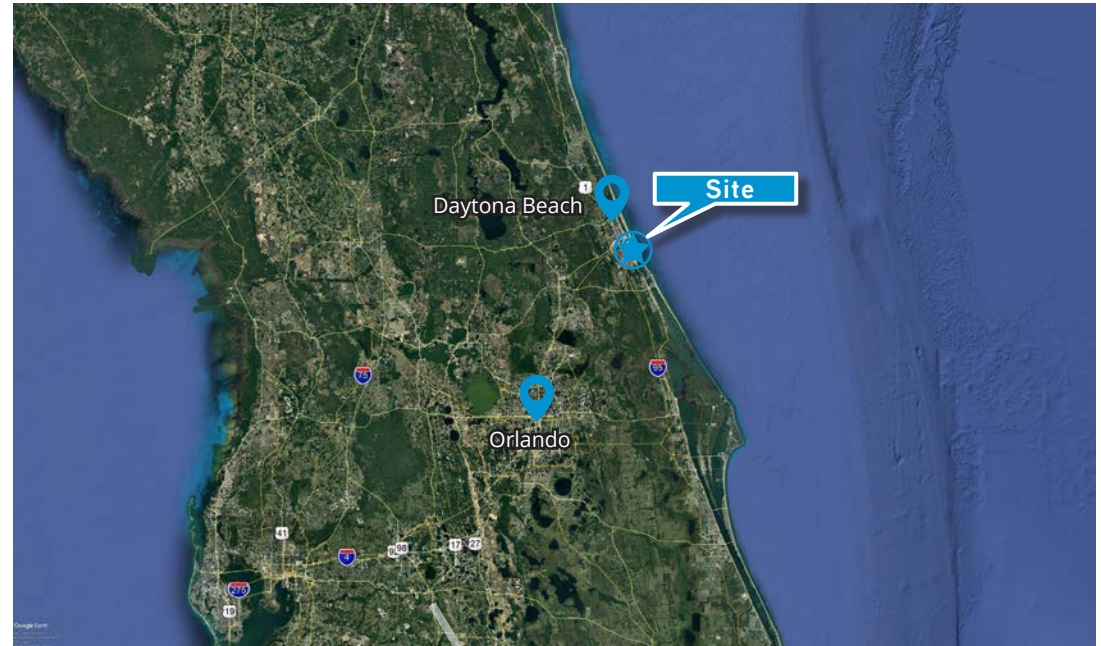
Map Overview



Street Map Close-up



Location Overview



Major Roads

I-95 Interchange (Port Orange) 11 min, 4.5 miles

I-4 Interchange (Daytona) 16 min, 7.4 miles



Airport

Daytona Beach Intl. Airport 17 min, 8 miles

Orlando Sanford Airport 50 min, 36 miles

Orlando International Airport 1hr 12min, 76 miles



Nearby Attractions

Dunlawton Sugar Mills Gardens

Daytona International Speedway

Halifax River

Ponce Inlet Light House

Marketing & Valuation Proposal

Part 2

Why Port Orange



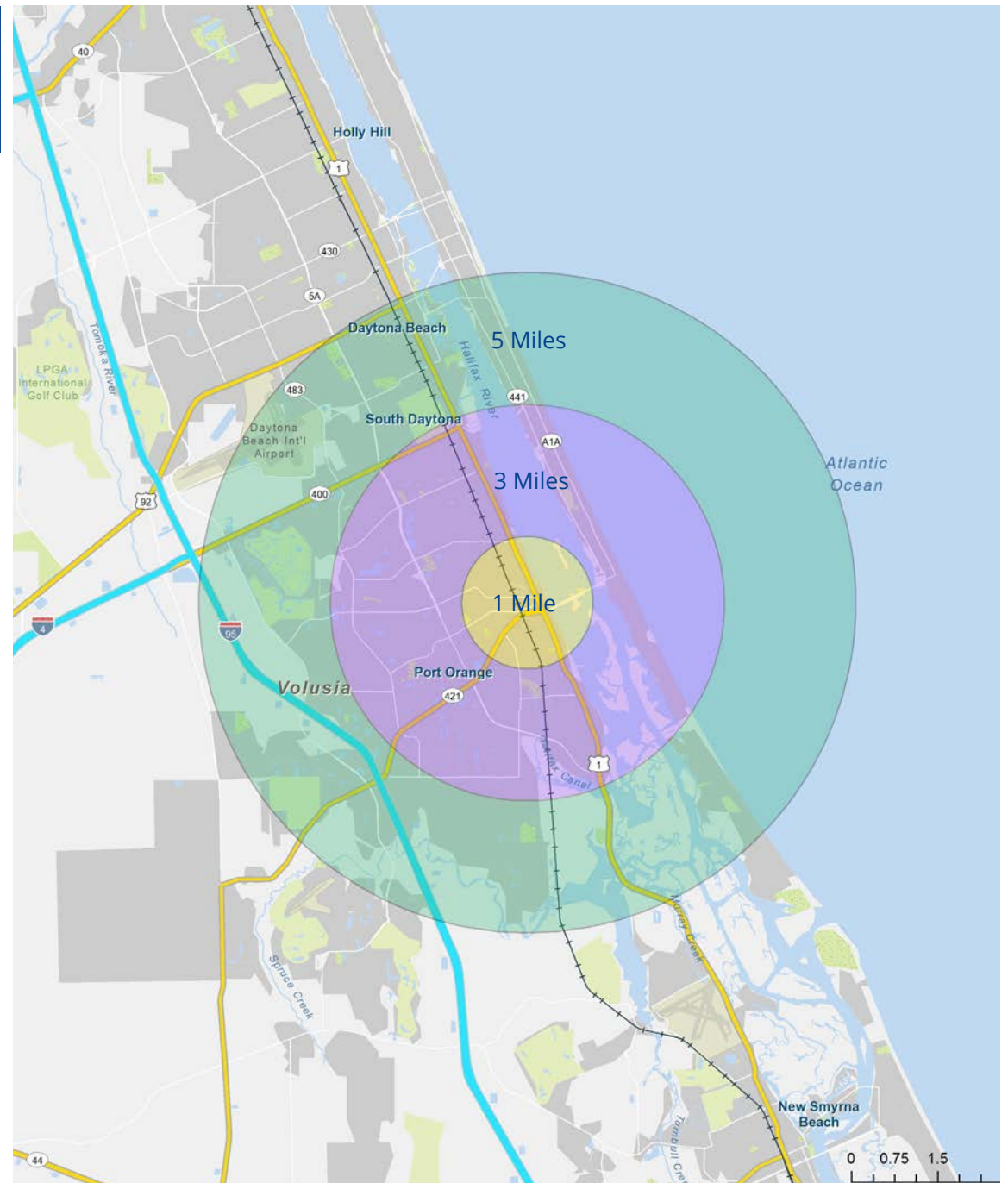
Area Overview

Port Orange, Florida is a beautiful enclave situated on the banks of the Halifax River, which is a part of the Atlantic Intracoastal Waterway. Founded in 1867, Port Orange has a rich history dating back to the Timucuan and Seminole Indians, subsequently evolving from a small rural community to a well-planned community. Everyday life in Port Orange offers activities on the water, such as boating and fishing, along with leisure sports such as golfing and pickle ball. The City's proximity to the Daytona International Speedway and area beaches allows Port Orange to take advantage of a robust tourism base with a calendar of annual events offered in the area. In addition, the City benefits from its close proximity to the area beaches and boasts convenient access to the City of Orlando.

Why Port Orange

Demographics Map

Population	1 Mile	3 Miles	5 Miles
Total Population	4,445	52,715	108,185
Median Age	47.6	52.6	51.2
Median Age (Male)	46.4	50.6	49.1
Median Age (Female)	49.0	54.6	53.0
Households & Income	1 Mile	3 Miles	5 Miles
Total Households	2,110	25,098	50,690
# of persons per HH	2.10	2.09	2.11
Average HH Income	\$61,543	\$64,334	\$67,876
Average House Value	\$177,225	\$220,592	\$236,793



Why Port Orange

Transportation Network

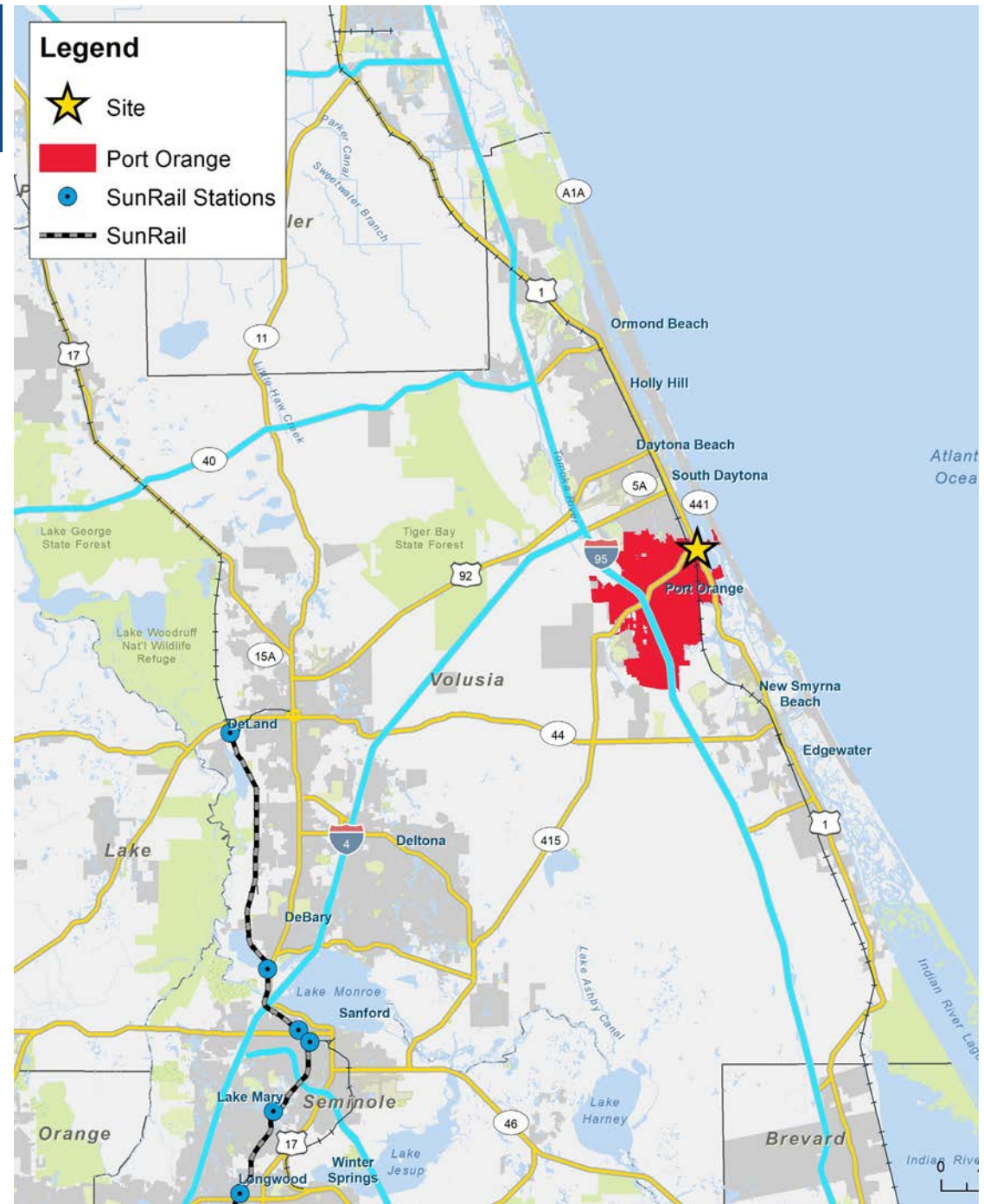
Port Orange's central location places it in a highly connected transportation network. The city is easily accessed by car via I-95 and I-4. In addition, travel by plane can be accomplished from Daytona International Airport, Sanford-Orlando Airport, and Orlando International Airport. Locally, public bus service is available throughout the city with connection to surrounding cities to the north and south. The City is also a part of a regional trail system which is an ongoing project that, when completed, will connect several of the surrounding cities.



Why Port Orange

Regional Context

The City of Port Orange is located within Volusia County, which is adjacent to the Greater Orlando Area. The anticipated expansion of SunRail to the DeLand station will provide easy access to Orlando with a short 30-minute drive by car from Port Orange.





Part 4

Sales and Marketing **Strategy**



Offering Strategy

The keys to the successful sale of the Property are as follows:

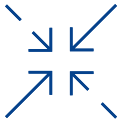
- Complete pre-marketing due diligence including in-depth conversation with the City of Port Orange regarding development.
- Full exposure of the opportunity with a formal sales process to all of the logical purchasers.
- To engage the Colliers global platform with access to industry leading market intel.
- Design and install a highly visible property sign.
- Careful management of buyer interest, creation of a competitive platform and encouragement of offers that recognize the City's objectives.

Pricing and Disposition Recommendations

To maximize market exposure, we recommend that the offering be presented to the market via a formal listing process using the following key methods:

- Formally expose the Property to the marketplace using Colliers' proprietary database
- List the Property for sale without an asking price
- Establish a pre-determined listing timeframe to ensure that the Property is sufficiently advertised and that all likely buyers have been made aware of the opportunity

We anticipate our marketing approach will generate a competitive environment in which multiple bids from qualified, experienced developers will ultimately lead to choosing the right developer who will pay the highest price. The benefits of this approach are that it will allow us to maximize exposure to the market and achieve the highest price with the shortest possible due diligence period.



Positioning

Positioning isn't just a "marketing" conversation. It's important our marketing message is **authentic**.

Positioning is a business and marketing strategy that aims to make a brand occupy a distinct identity, relative to competing brands, in the mind of the customer.

It is our point of differentiation - it is targeted to who we want to buy, it is the way we get a premium price in the market and it helps buyers navigate through a clutter of options and choose our project.

The key steps to positioning are:

Understand demand through research

- Supply is only half the story
- What do buyers really value?

Understand the competitive landscape

- Where are the opportunities to differentiate?
- How is our competition positioned?
- Where are the opportunities/gaps?

Define how your asset will compete

- Strengths of the asset as well as what the target market values
- How will we be different?
- How can we create a new category where we are the only choice?

Positioning a property against the competition starts with identifying the aspects that make your project unique and aligning them with the needs of your target market.

Key Selling Features

Using the information provided to us and the research that we have concluded to date on the Property, several features have become apparent to us, and in our view, the key selling points for the project are:

- » Approximately 1,000 linear feet of Riverfront Property
- » Flexible Mixed-Use Zoning
- » Available Economic Development Incentives
- » Excellent Visibility
- » Opportunity Zone



Target Market

Target markets are more than lists. They are unique audiences—and potential customers—with varying preferences and needs. Colliers' tiered marketing approach maximizes exposure to your primary market while developing awareness and understanding within your secondary and tertiary markets..

Our targeted approach clarifies expectations and accelerates the transaction process by focusing our efforts on your best prospects to achieve more immediate results:

- Who is your core audience— who is most qualified/experienced to execute (while paying the highest price)?
- What are their core concerns—and how can we address these fears and benefits?
- How do they want to receive communication—what makes them most likely to listen?

Primary Market

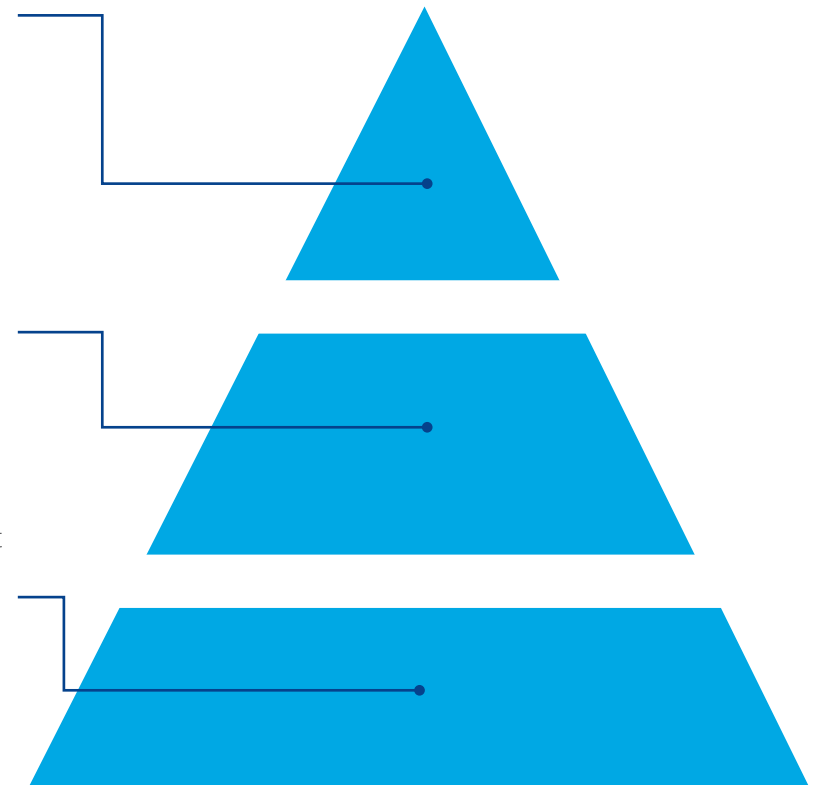
These are your prime prospects. Based on our research, they are most likely to buy and most willing to pay a price premium and/or move quickly. We will reach out to developers that understand Port Orange and Central Florida and will lend to the synergistic nature of the development. To this market we will send an offering memorandum, flyers, eblasts, unique mailers and follow up with phone calls.

Secondary Market

These prospects have potential. They may have a need or desire for a property like yours, but they are not committed to take action.

Tertiary Market

This is your broad, early-stage market. It has the largest pool of potential customers, but it also includes those that have not fully developed their space requirements. To this market of REIT's, Developers, Land Holders, Users, Real Capital Markets we will send broadcast audience emails, advertise via signage and through our online marketing efforts including our availabilities lists, Loopnet, Co-Star, CREXI and Colliers.com.



Marketing & Valuation Proposal



Digital Advertising

We put your property front and centre – for your prospects to see – and act on. The result? Increased exposure online, wider reach of potential buyers faster and the opportunity to generate more qualified leads for your property.

To successfully market and sell the Property, it is critical to identify key purchaser profiles, allowing for a highly customized and targeted marketing campaign - and connectivity with an even larger, untapped audience. Leading with the project's key attributes, desirable location and nearby amenities, we will tailor marketing packages for each target market.

The Key Benefits of Digital Campaigns



Reach a specific target audience beyond your existing contact list



Drive more qualified traffic to your specific property listing



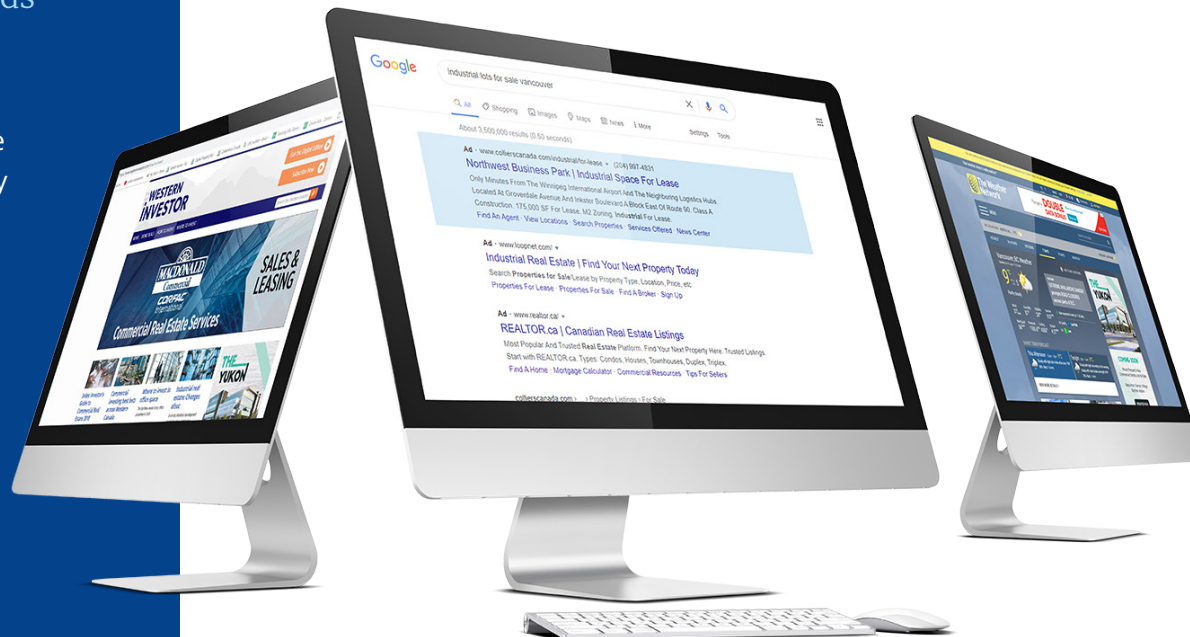
Gain measurable results for your property listing through real-time analytics



Give your listing unprecedented exposure and stand out among your competition

89%

of B2B researchers use the Internet during the B2B research process.*



**Source: Think with Google*

Marketing & Valuation Proposal



Your In-House Marketing Agency

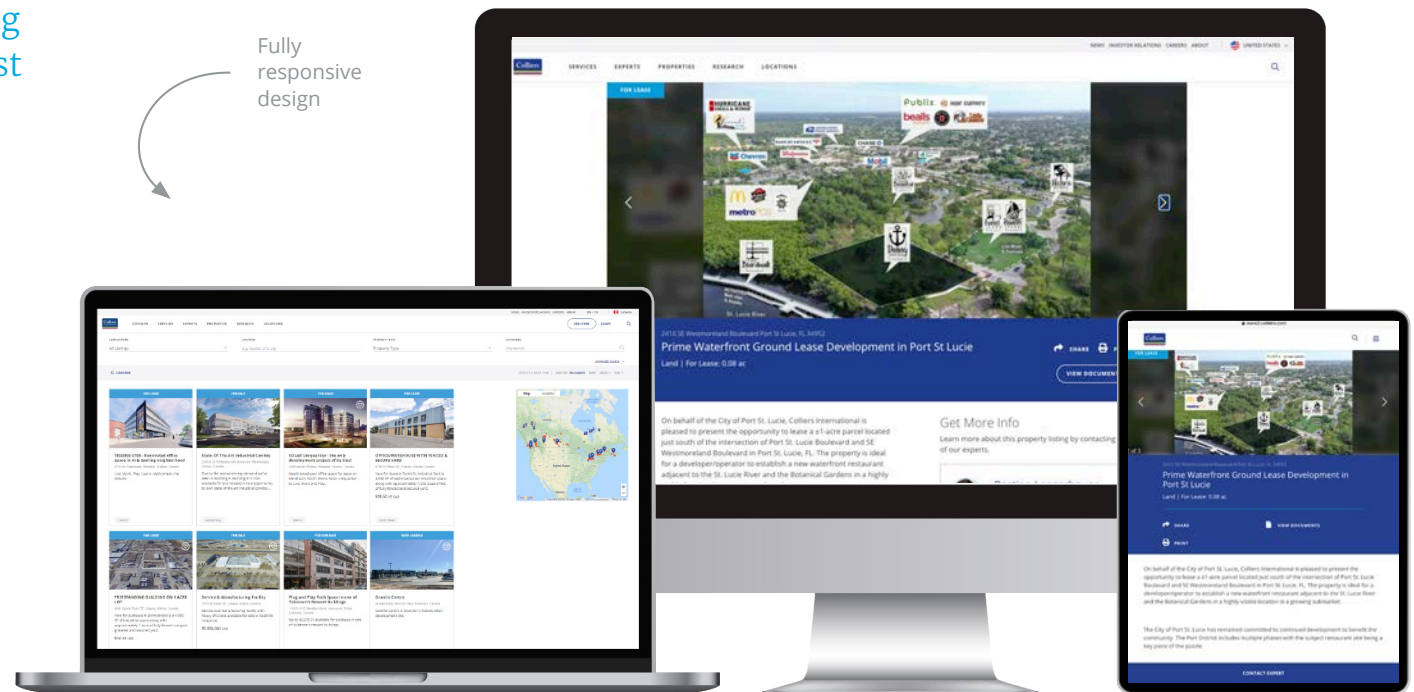
We develop bespoke marketing strategies to maximize interest and set your property apart from its competitive set.

Property marketing has changed. At Colliers, we're leading that change.

In today's world, generic is not enough. Buyers have access to an unprecedented amount of information and options - most of which are available at the click of a button. That's why we're turning up the volume on our design and strategic marketing solutions to ensure your project stands apart from the competition.

Our talented marketing, communications and design professionals are building custom marketing campaigns from the ground up. And guess what? It works. We are proud to represent some of the biggest landlords and developers with award-winning, high-impact marketing campaigns that successfully position assets as clear winners among the sea of options available to tenants and buyers today.

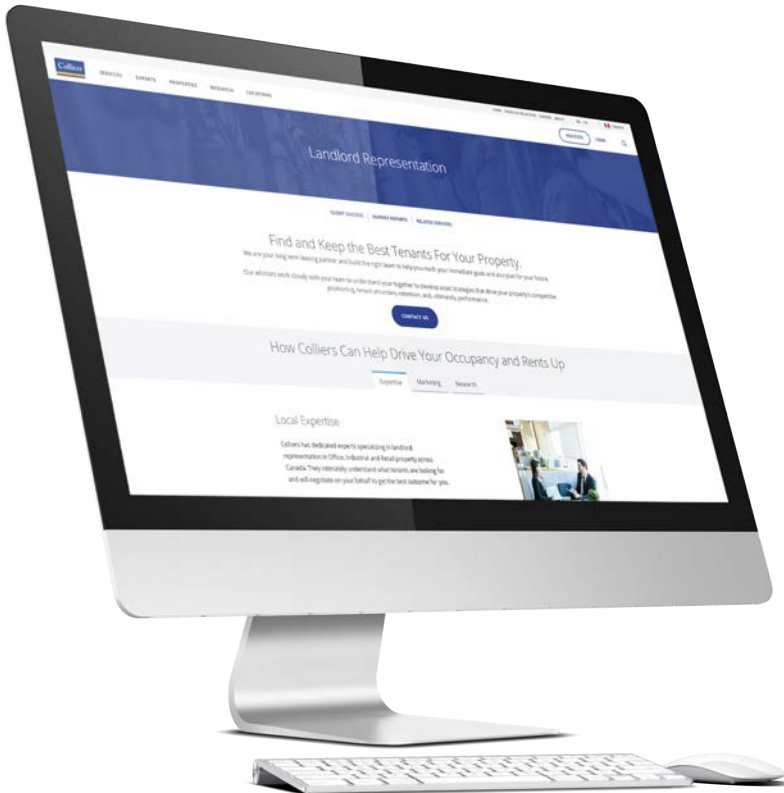
Fully
responsive
design



Marketing & Valuation Proposal



Marketing Tactics



Our property marketing capability is second to none in our industry.

When you market your property with Colliers, we ensure it gets exposure via every possible medium – from print, to web, to mobile. We take your listing to where your targets are – so they get the information they need and you get the response you want.

Property Marketing Fundamentals



CRE Listings
CoStar, Loopnet,
CREXi, Real
Capital Markets



Listing on
Colliers.com



Cold
Calling



Local Broker
Outreach



Project
Tours



Property
Brochure



Email
Blasts



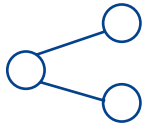
Direct
Presentations



Collaborative
Process



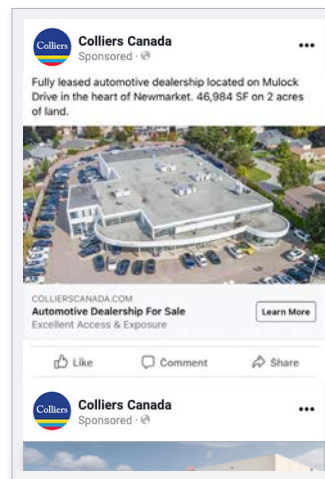
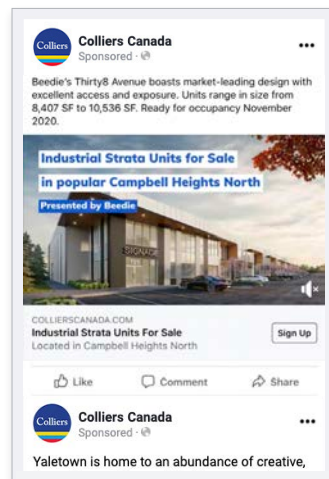
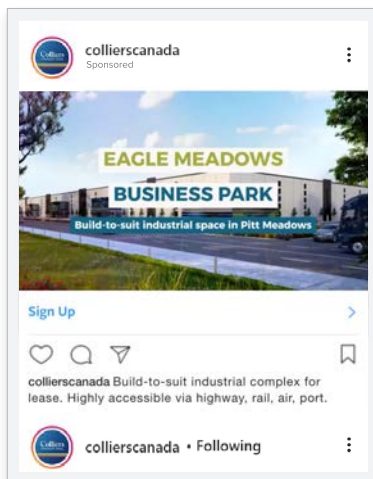
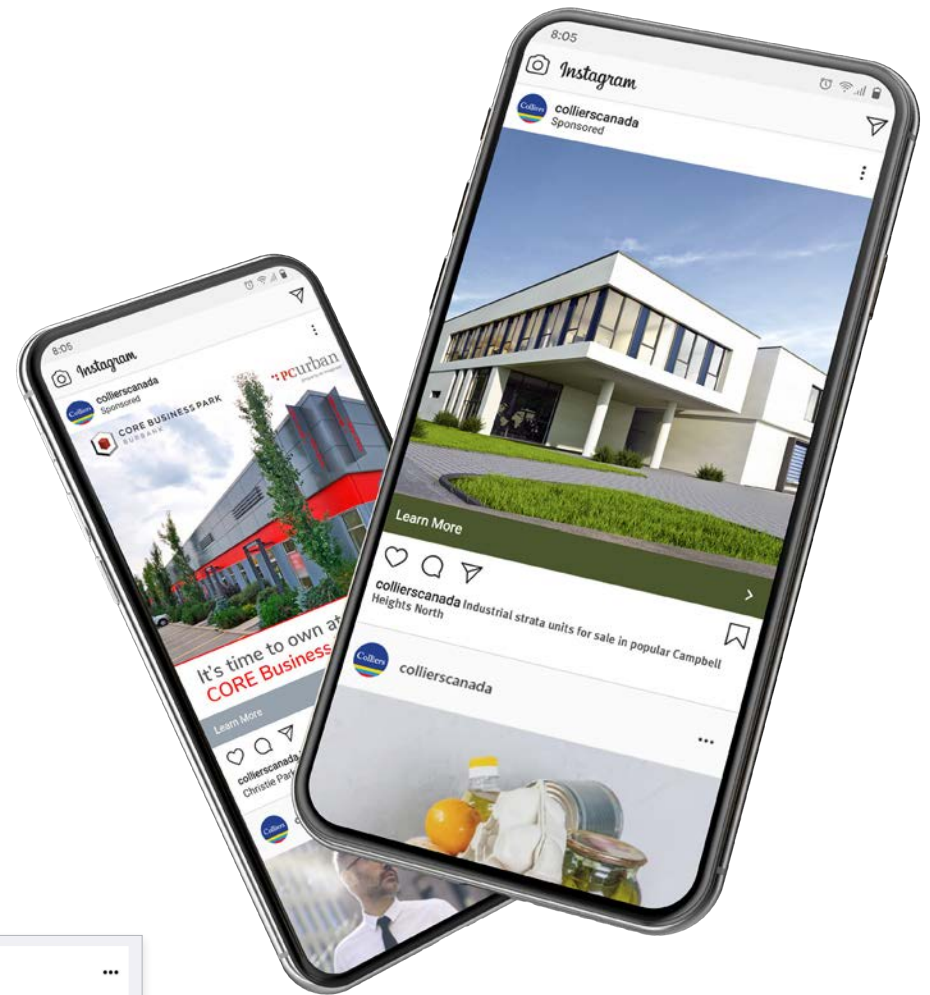
Professional
Photography,
Video, Drone/
Aerial



Social Campaigns

We create unique social campaigns so that your property stands out.

Creating unique, targeted social campaigns is a part of our digital marketing strategy at Colliers. We use targeted keywords to ensure your property gets in front of your target market first and foremost. Tracking ad performance through analytics and data is how we make sure your property receives maximum digital exposure in a strategic, thoughtful way.



Lead generation ads allow us to pinpoint high-interest users with audience selection and optimization. We make sure to find the leads that matter.

Disposition Timeline

Pre-Marketing

- Receive notice to Proceed
- Due Diligence for Property
- Prepare Flyer and marketing materials
- Finalize Offering Memorandum
- E-blast Distribution
- Create virtual deal room
- Solicitors Legal Document Preparation
- Marketing | Positioning the Property

Position & Market

- Local | Regional | National International Distribution
- Distribute Offering Memorandum
- Follow up with Website Leads
- Face-to-Face Meetings | Site Tours
- Broker Analysis
- Prospective Buyer Critique
- Contact target prospects and present custom branded marketing materials
- Cold call targeted prospects

Below is the anticipated timeline for the sale of the Property.

Throughout the process, we will provide written update reports, advising on the status of the marketing and sale process.

Negotiate

- Consensus on Preferred Buyer
- Call for Offers due
- Engage with Final Negotiation

Approval

- Bring negotiated contract to City Council and Community Redevelopment Agency (CRA) as needed





Part 5

The Team



Your
agenda
is **our**
agenda

Brokerage & Advisory

Capital Markets



**Ken
Krasnow**

Vice Chairman



**Brooke
Berkowitz**

Director



**David
Calcanis**

Executive Managing
Director



**Bastian
Lagerbauer**

Director



Support

Research

Marketing

Leadership



**Elizabeth
McBride**

Senior Client Services
Coordinator



**Suzanne
McDonough**

Senior Associate
Research and
Consulting



**Verity
Mosquera**

Research &
Consulting Manager



**Trinh
Quain**

GIS Analyst



**Kris
Mitchell**

Marketing Manager



**Danny
Rice**

Executive Managing
Director

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Ken
Krasnow

Vice Chairman

Professional Summary

Ken Krasnow serves as Vice Chairman of Institutional Investor Services for the Florida region. In this role, he is responsible for broadening the company's platform by developing key client relationships, leading major projects and transactions, maintaining senior real estate industry and political relationships and recruiting new talent. Ken brings more than 30 years of acclaimed expertise in the commercial real estate industry, offering an exceptional level of on-the-ground market knowledge.

Ken began his career as a commercial leasing broker and was responsible for more than three million square feet of Class A office building agencies in New York City. His knowledge of brokerage and hands-on approach to management makes him an invaluable member of the Colliers leadership team. In today's Florida market, he will continue to leverage his level of expertise to accelerate our success in the region. Since joining Colliers as South Florida Market Leader in 2015, Ken has overseen the tremendous growth of the business from less than two dozen professionals to more than 150 as of year end 2018, during which time the firm acquired high profile companies such as CREC, Pointe Group and MF&Co. During that same period, revenues more than quadrupled while maintaining solid profitability margins.

Mobile +1 786 517 4990

ken.krasnow@colliers.com

Professional Accomplishments

- Named one of the inaugural "Florida 500" influential business leaders by Florida Trend
- Named "Power Leader" by South Florida Business Journal
- Listed as one of "Top 50 Leaders in Commercial Real Estate" by Real Estate Weekly
- Named on of Real Estate New York's "Top 40 Under 40"
- Recognized as one of the "Next Great Leaders" by Real Estate Forum
- Recipient of the Percy Douglass Award by Friends of Island Academy
- Winner of the Royal Poinciana Community Leadership award by Debbie's Dream Foundation

Education or Qualifications

- Ken attended Emory University where he earned his Bachelor of Administration in Finance. He also attended New York University for Graduate Real Estate studies.
- Licensed Real Estate Broker, State Florida and New

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Brooke Berkowitz

Director

Professional Summary

As Director in the Fort Lauderdale office of Colliers International Florida LLC, Brooke spearheads our newly expanded practice focused on public institutions. In this role, she works closely with the full Colliers team to custom-tailor a set of integrated services selected from the firm's range of business lines. This approach allows Colliers to streamline communications and for the strategic accounts to benefit from the most responsive, customized and nimble real estate solutions.

Brooke currently manages Colliers' City of Fort Lauderdale account, handling lease administration, negotiations and dispositions for the City's leased and owned assets. In recent years Brooke has participated in disposing of surplus assets and leasing space for their various departments such as Fort Lauderdale Police Department, Public Information Office and Environmental Sustainability.

Direct +1 561 512 3488

brooke.berkowitz@colliers.com

Business Background

Brooke joined Colliers with nearly 10 years of right-of-way experience, providing acquisition, relocation, and property management for South Florida. Brooke served as an Acquisition & Relocation Agent for the Florida Department of Transportation in Districts 4 and 6. She worked on projects from in Monroe, Miami- Dade, Broward, Palm Beach and St. Lucie Counties. Brooke managed the acquisition of commercial and residential properties for public purposes and was responsible for direct advisory services and relocation assistance to displaced occupants.

Community Involvement

Brooke holds a position on the Board of Young Professionals for Covenant House Fort Lauderdale. She is actively involved in the planning of various events in support of the Covenant House mission to support homeless youth.

Education or Qualifications

Bachelor of Science in Marketing and Real Estate, Florida State University



David Calcanis

Executive Managing Director

Professional Summary

David Calcanis is the managing director of land services at Colliers International in Central Florida. He has more than 35 years of market knowledge and land brokerage experience.

Prior to joining Colliers International, Calcanis served as the senior director of land brokerage services at Cushman & Wakefield. Throughout his career, he has brokered more than \$150,000 million in land sales with a total volume exceeding 700 acres throughout Central Florida. He focuses on principal representation in the acquisition and disposition of office, industrial, retail and agricultural land properties. His specialties include commercial real estate transactions and consulting services in strategic land planning in areas of urban, suburban and rural settings.

Calcanis utilizes his extensive background in land use analysis and comprehensive market research to effectively present the most comprehensive and useful information to his clients. Although he specializes in Orlando and surrounding submarkets, he has closed numerous transactions throughout the State of Florida

Mobile +1 407 421 2311

david.calcanis@colliers.com

Professional Accomplishments

- 2008-2011 Prestigious NAIOP Top Producer Award

Education or Qualifications

- Licensed Member, Florida Real Estate Broker Associate
- Bachelor of Science in Business Administration, Florida Southern College



Bastian Lagerbauer

Director

Professional Summary

Bastian Lagerbauer, Director operates with a focus primarily on investment sales and providing the highest level of service to his clients throughout the South Florida region. During his tenure at Colliers, he has been involved in deals exceeding a combined value of \$350 Million. He has also engaged in select landlord representation, which has only enhanced his experience and ability to fully value and transact both incomeproducing and distressed assets. He is proficient in valuating assets of all property types and implementing financial analysis through Argus Enterprise (certified 2016) and Excel. Bastian was the recipient of the 2017 Rising Star Award for Colliers South Affiliations or Memberships Florida.

Prior to joining Colliers, Bastian made the decision to pursue his Bachelor's and Master's Degrees in South Florida after graduating from high school in Munich, Germany, his original home. Being the founders of the Colliers International office in Munich, Bastian's family has been connected to the commercial real estate industry for many years. After successfully completing an internship at the Colliers office in Munich, Bastian made the decision to move to the United States and pursue his degrees while also completing a year-long internship with Colliers South Florida. Bastian earned his Bachelor's Degree in International Business from Northwood University of Florida in 2015. He also earned his Master of Science in International Real Estate from FIU in 2016.

Mobile +1 561 281 6656

bastian.lagerbauer@colliers.com

Professional Accomplishments

- 2017 Rising Star Award (Colliers South Florida)

Education or Qualifications

- Bachelor's of Science Degree in International Business
- Master's Degree in International Real Estate
- Licensed Real Estate Broker, State Florida

Affiliations or Memberships

- Palm Beach County North Chamber of Commerce



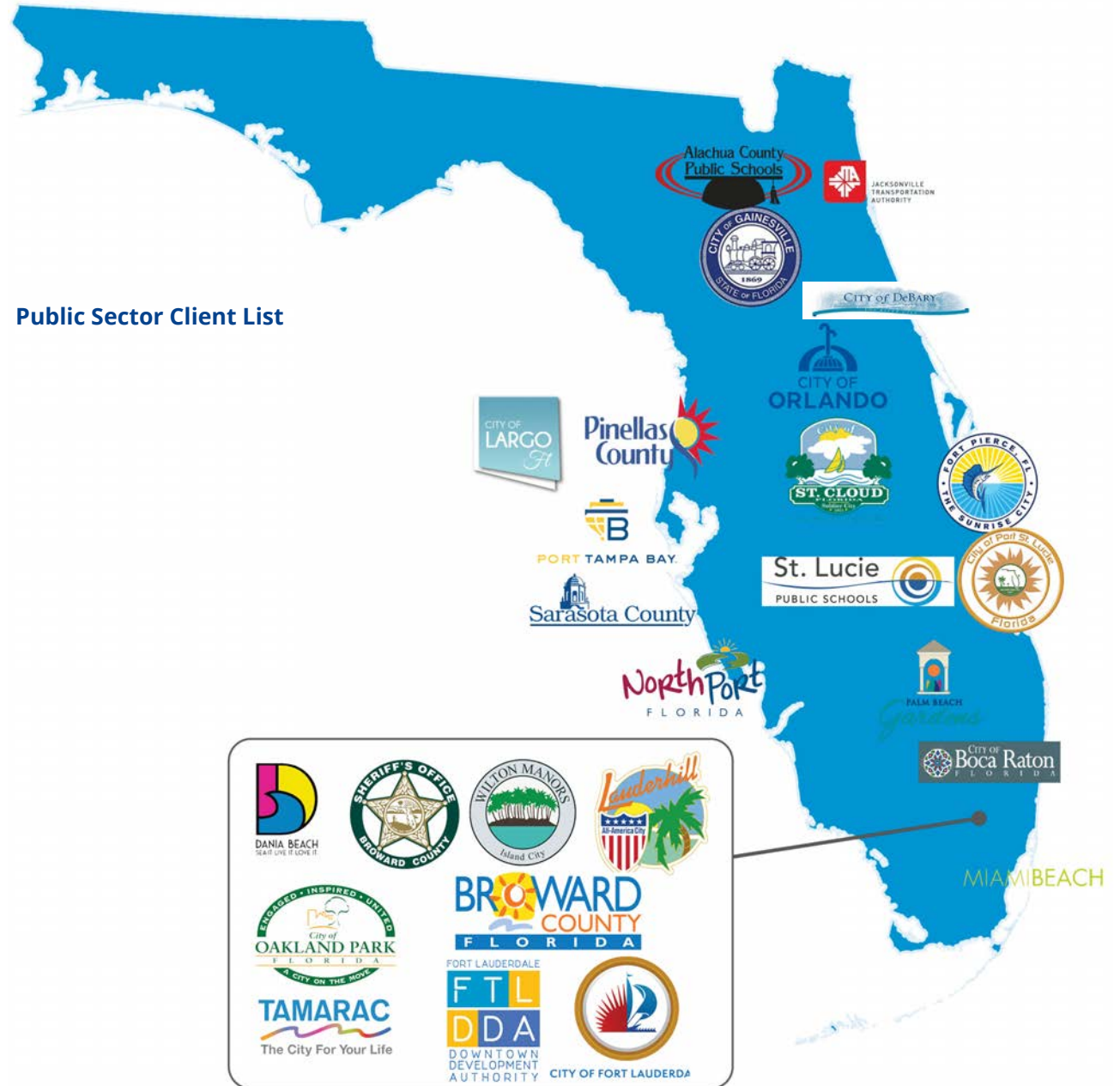
Why work with us?

Consider us an extension of your team

Specialized Experience with the Public Sector

Colliers International understands the complexity of the public real estate sector. Colliers has proven expertise in charting a clear path of successful execution for clients and will leverage our shared services and diverse global platform to deliver value for the City of Port Orange as well.

Public Sector Client List





Why work with us?

Consider us an extension of your team

Our integrated platform

Public Institutions Solutions

Occupier Representation

Landlord Representation

Property Sales

Corporate Solutions

Project Management Services

Real Estate Management Services

Valuation & Advisory Services



The knowledge of the team

Our team brings unparalleled market knowledge and substantial previous successes in the region.



Unparalleled access to data

Colliers has a national and centralized Client Relationship Management (CRM+) database consisting of information on thousands of commercial owners and developers across North America and the World.



Exceptional execution skills

Our talented marketing, communications and design professionals build custom marketing campaigns from the ground up.



Commitment to service excellence

At Colliers, "service" is more than just a word. Colliers' comprehensive client service program is designed to drive customer-focused service throughout our business.



An extension of your team

Our approach is collaborative, nimble and informed by uncommon knowledge. By aligning with your core business needs, we develop and execute customized real estate solutions to support your growth strategy.



Results and process-driven

From the first handshake to the last, we understand deal structure and manage the transaction process to minimize disruption, mitigate risk and mediate competing perspectives. You can count on us to stay in the deal, from conducting a great tour to delivering the signed agreement.

Marketing & Valuation Proposal



Why work with us?

Consider us an extension of your team

When you partner with Colliers, you are gaining access to local expertise in 482 markets around the globe. Through a culture of service excellence and a shared sense of initiative, we have integrated the resources of real estate specialists worldwide to accelerate the success of our clients. Our global team is joined by a shared set of values and ethics that have shaped a collaborative environment throughout our organization that is unsurpassed in the industry.





Service Fees & Terms

Colliers is extremely confident in our ability to find the most qualified and experienced development team that will result in the highest value and execute the City's vision for the waterfront development district.

We look forward to the opportunity.

The Assignment

To facilitate the successful sale of Port Orange's Riverwalk, while meeting the aforementioned City goals of maximizing value within a set time frame, we suggest the following:

- Colliers International Florida, LLC and the City of Port Orange Contract will be a piggyback contract on the Colliers International Florida, LLC and the City of Port St. Lucie contract.
- Listing term will be at the option of Ownership, however a 1 year period is recommended for an assignment of this caliber.
- Recommended Brokerage Fee: To be paid upon sale or transfer, shall be five percent (5%) of the gross sales price.
- Marketing Costs will be the responsibility of Broker (Colliers).
- No additional payments will be made over and above the agreed upon commission rate for any reason and no payment will be made or due if property is not sold during the contract period.
- It is expressly understood that Colliers is entitled to receive compensation under this Contract only in the event that Colliers is the procuring agent of the buyer of the subject property and the real estate transaction between the City and the buyer is fully consummated.

Scope of Work

The Colliers team will provide the following services:

- Prepare and distribute appropriate marketing pieces (all materials to be approved by City)
- Marketing activities as outlined in the Marketing Plan (to be reviewed and revised as needed)
- Conduct property showings & site tours
- Review and analyze Letters of Intent, Matrix etc.
- Conduct sale negotiations
- Coordinate preparation of contracts with Owner's attorney
- Organize and distribute due diligence materials
- Coordinate closing, post-closing responsibilities
- Report listing and prospect activity to Owner as agreed

Sales Agreement

An Exclusive Right to Sale listing agreement in a form acceptable to all parties will serve as the agreement between the City and Colliers International Florida, LLC.

Marketing & Valuation Proposal



Ken Krasnow

Vice Chairman
+1 786 517 4990
ken.krasnow@colliers.com

Brooke Berkowitz

Director
+1 561 512 3488
brooke.berkowitz@colliers.com

David Calcanis

Executive Managing Director
+1 407 421 2311
david.calcanis@colliers.com

Bastian Lagerbauer

Director
+1 561 281 6656
bastian.lagerbauer@colliers.com

Colliers International Florida, LLC

255 South Orange Avenue, Suite 1300
Orlando, FL 32801

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colliers.com

EXHIBIT “RIVERWALK PARCELS”

Consisting of 1 Page

MAP ID	PARCEL ID	PARCEL ADDRESS	OWNER	SF*	ACRES*
23	630311030040	115 HERBERT ST PORT ORANGE 32129	CITY OF PORT ORANGE	5,663	0.13
25	630316000030	373 HALIFAX DR PORT ORANGE 32129	CITY OF PORT ORANGE	47,480	1.09
27	630311020072	110 HERBERT ST PORT ORANGE 32129	CITY OF PORT ORANGE	14,810	0.34
28	630311020071	108 HERBERT ST PORT ORANGE 32129	CITY OF PORT ORANGE	7,841	0.18
29	630311020070	3814 HALIFAX DR PORT ORANGE 32129	CITY OF PORT ORANGE	31,799	0.73
31	630311020061	3840 HALIFAX DR PORT ORANGE 32129	COMMUNITY REDEVELOPMENT AGENCY FOR PORT ORANGE TOWN CENTER	33,106	0.76
32	630311020050	RIDGEWOOD AV PORT ORANGE 32129	CITY OF PORT ORANGE	100,188	2.30
35	630311020030	RIDGEWOOD AV PORT ORANGE 32129	CITY OF PORT ORANGE	15,682	0.36
36	630311020031	3900 HALIFAX DR PORT ORANGE 32129	CITY OF PORT ORANGE	21,780	0.50
36A	630311020032	HALIFAX DR PORT ORANGE 32129	COMMUNITY REDEVELOPMENT AGENCY FOR PORT ORANGE TOWN CENTER	3,049	0.07
37	630311020022	3969 RIDGEWOOD AV PORT ORANGE 32127	CITY OF PORT ORANGE	5,227	0.12
38	630311020020	3920 HALIFAX DR PORT ORANGE 32129	COMMUNITY REDEVELOPMENT AGENCY FOR PORT ORANGE TOWN CENTER	31,363	0.72
39	630311020014	3979 S RIDGEWOOD AV DAYTONA BEACH 32127	CITY OF PORT ORANGE	4,792	0.11
40	630311020090	3999 RIDGEWOOD AV PORT ORANGE 32127	COMMUNITY REDEVELOPMENT AGENCY FOR PORT ORANGE TOWN CENTER	7,841	0.18
41	630311020012	DUNLAWTON AV PORT ORANGE 32127	CITY OF PORT ORANGE	5,227	0.12
42	630311020013	DUNLAWTON AV PORT ORANGE 32127	COMMUNITY REDEVELOPMENT AGENCY FOR PORT ORANGE TOWN CENTER	6,098	0.14
43	630311020011	DUNLAWTON AV PORT ORANGE 32127	COMMUNITY REDEVELOPMENT AGENCY FOR PORT ORANGE TOWN CENTER	15,682	0.36
44	630311020010	3966 HALIFAX DR PORT ORANGE 32127	COMMUNITY REDEVELOPMENT AGENCY FOR PORT ORANGE TOWN CENTER	37,026	0.85
HERBERT STREET RIGHT-OF-WAY	N/A	HERBERT STREET	CITY OF PORT ORANGE	10,750	0.25
HALIFAX DRIVE RIGHT-OF-WAY	N/A	HALIFAX DRIVE	CITY OF PORT ORANGE	50,000	1.15

10.45

EXHIBIT A



Example of other properties owned by the City/CRA that may be incorporated in the listing agreement at a future date.

REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
JUNE 15, 2021

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

Invocation by Pastor Austin Trammell of Salty Church of New Smyrna Beach

Pledge of Allegiance

Roll Call	Present:	Council Member Jonathan Foley Council Member Chase Tramont Council Member Scott Stiltner Vice Mayor Drew Bastian Mayor Donald Burnette
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	Also Present:	City Manager Wayne Clark City Attorney Matthew Jones City Clerk Robin Fenwick
--	---------------	---

SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

4. FY2020 Audit Discussion with James Moore & Co

Zach Chalifour, CPA with James Moore & Co., spoke regarding the City's FY2020 audit, including challenges and the learning curve with Workday. The target date for completion of the audit is June 30, 2021.

Wayne Clark, City Manager, discussed the way forward with the audit (this year and in the future.)

CONSENT AGENDA

5. Public Comments on Consent Agenda Items Only

There were none.

6. Agenda Approval

There were no changes requested by Council.

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

7. Approval of Minutes

a. June 1, 2021 - Regular City Council Meeting

8. Bid Awards and Contract Items

a. Waiver of Formal Bidding Procedures and Approval to Renew Environmental Legal Liability and Tank Storage Insurance with Aspen Specialty Insurance Company

b. Award of RFSQ 20-03 to Schenkel and Shultz for the Public Utilities Field Operations Facility Architectural Services Master Contract and approval of Task Authorization No. 1 in the amount of \$350,000.00

c. Award of ITB 21-09 Herbert and Nova Master Lift Station Rehabilitation to US Water Services Corporation

d. Approval of Change Order 3 to Collaborative Lean-On Services Agreement

e. Approval of Change Order No 1 to the Agreement with SanPik, Inc. for ITB 19-17 Virginia Monroe Drainage Improvement Project for time extension only.

f. Approval of Task Authorization No. 9 to Traffic Engineering Data Solutions, Inc. (TEDS) for the design of the SUNTrail St. Johns River-to-Sea Loop trail

g. Approval of Task Authorization No. 12 to Kimley-Horn for Phase 2 of the ADA Transition Plan

9. Resolution No. 21-26 - Authorizing the City to join as a participant in the MOU and Formal Agreements implementing a Unified Plan regarding the Opioid Litigation

10. Approval of Major Special Event Request for Port Orange Family YMCA Aunt Catfish Triathlon sponsored by Halifax Health

Motion to approve the Consent Agenda was made by Vice Mayor Drew Bastian and Seconded by Council Member Jonathan Foley. Motion carried unanimously by roll call vote.

CITIZEN PARTICIPATION (Non-Agenda – 20 minutes)

John Cheney, citizen, spoke regarding Orlando Predators Football and invited all to attend. First responders can show their ID and get two free tickets this Saturday.

COUNCIL COMMENTS

11. Comments/Concerns from Council Members

Council Member Chase Tramont thanked the Police Department for their professionalism in handling a matter recently, as well as the firefighters who responded.

Council Member Jonathan Foley thanked the Police Department for the swearing in ceremony held recently.

Council Member Scott Stiltner attended the retirement event for Jeff Wiles and recognized him for his service to the community.

Mayor Don Burnette thanked Police Chief Thomas Grimaldi for his service to the community. He is committed to helping neighboring communities to make the truck event better in the future.

BOARD APPOINTMENTS, INTERVIEWS, REPORTS

12. Citizen Advisory Committee for TPO

Bobby Ball, CAC member, advised they did not have a quorum today for their meeting and there is no meeting in July. Council Member Scott Stiltner asked for a quarterly report on the Pioneer Trail project.

13. Volusia Growth Management Commission Member Appointment

Motion to nominate Debbie Connors to the Volusia Growth Management Commission was made by Council Member Scott Stiltner and Seconded by Council Member Chase Tramont. Motion carried unanimously by voice vote.

PUBLIC HEARING

14. Second Reading - Ordinance No. 2021-14 - Dental Amalgam

Mayor Don Burnette read Ordinance No. 2021-14.

ORDINANCE NO. 2021-14

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA AMENDING CHAPTER 74, ARTICLE I OF THE CODE OF ORDINANCES TO ESTABLISH A NEW SECTION 74-83 RELATED TO REQUIREMENTS FOR DENTAL FACILITIES THAT REMOVE OR PLACE AMALGAM FILLINGS; PROVIDING FOR DEFINITIONS; ESTABLISHING REPORTING AND WASTE MANAGEMENT PRACTICES FOR AMALGAM; PROVIDING FOR APPLICABILITY AND EXEMPTIONS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2021-14 was made by Vice Mayor Drew Bastian and Seconded by Council Member Scott

Stiltner. Motion carried unanimously by
roll call vote.

15. First Reading - Ordinance No. 2021-15 - Land Development Code (LDC)
Clean-up Amendment 2021-2/Chapters 3, 13, 16 and 17 (Case No. 21-25000003)

Mayor Don Burnette read Ordinance No. 2021-15.

ORDINANCE NO. 2021-15

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA AMENDING THE LAND DEVELOPMENT CODE CHAPTER 3 UPDATING EXEMPTIONS TO REQUIRED DEVELOPMENT ORDER; CHAPTER 13 CLARIFYING SUBDIVISION ROADWAY LANDSCAPE BUFFER REQUIREMENTS; CHAPTER 16 AMENDING COMMERCIAL OUTDOOR STORAGE REQUIREMENTS; AND CHAPTER 17 ESTABLISHING DIMENSIONAL REQUIREMENTS FOR THE GOVERNMENT/PUBLIC USE ZONING DISTRICT; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2021-15
was made by Vice Mayor Drew Bastian
and Seconded by Council Member Scott
Stiltner.

Penelope Cruz, Planning Manager, provided details of the amendments being requested. Council thanked Staff for bringing this forward to help businesses, especially small businesses.

Motion carried unanimously by roll call
vote.

16. First Reading – Ordinance No. 2021-16 – Rezoning/3704 Nova Rd. (Case No. 21-60000001)

Mayor Don Burnette read Ordinance No. 2021-16.

ORDINANCE NO. 2021-16

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, REZONING PROPERTY CONSISTING OF APPROXIMATELY +5.55 ACRES FROM PLANNED UNIT DEVELOPMENT (PUD) TO HIGHWAY COMMERCIAL (HC); AUTHORIZING REVISION OF THE OFFICIAL ZONING ATLAS;

AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2021-16 was made by Vice Mayor Drew Bastian and Seconded by Council Member Scott Stiltner.

Mrs. Cruz provided details of the rezoning request.

Motion carried unanimously by roll call vote.

ADDITIONAL ITEMS

17. City Attorney
 - a. City Attorney Annual Evaluation

Mayor and Council have met with Matt Jones prior to tonight and provided their feedback. Council is pleased with Mr. Jones' service to the City. Mr. Jones thanked the legal team for their service.

Mayor Don Burnette recommended a 5% pay increase and asked Council for discussion.

Motion to approve a 5% increase effective October 1, 2021 was made by Council Member Chase Tramont and Seconded by Council Member Jonathan Foley. Motion carried unanimously by roll call vote.

18. City Manager

There was nothing further from Mr. Clark, but he agreed with Council's comments regarding Mr. Jones.

COUNCIL COMMITTEE REPORTS

19. City Council Committee Reports
 - a. First Step Shelter - Council Member Chase Tramont had nothing new to report.
 - b. Port Orange/South Daytona Chamber of Commerce - Mayor Don Burnette provided an update as to the upcoming events.
 - c. Roundtable of Elected Officials - Roundtable of Elected Officials did not meet in June.

ADJOURNMENT - 7:46 p.m.

Attest:

Mayor Donald O. Burnette

Robin Fenwick, MMC
City Clerk

CITY COUNCIL WORKSHOP MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
JUNE 22, 2021

THE CITY COUNCIL WORKSHOP of the City of Port Orange was called to order by Mayor Donald O. Burnette at 5:30 p.m.

Silent Invocation

Pledge of Allegiance

Roll Call	Present:	Council Member Jonathan Foley Council Member Chase Tramont Council Member Scott Stiltner Mayor Donald Burnette
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	Absent:	Vice Mayor Drew Bastian
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	Also Present:	City Manager Wayne Clark City Attorney Matthew Jones Assistant City Clerk Shelby Field
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DISCUSSION ITEMS

4. Presentation and discussion of the proposed draft Capital Improvements Plan-FY22-27

Wayne Clark, City Manager, gave a brief overview of the process for this workshop.

Scott Neils, Finance Director, presented the proposed Capital Improvements Plan for Fiscal years 2022 through 2027 and answered questions from Council.

Lynn Stevens, Public Works/Utilities Director, answered questions from Council regarding the high priority proposed Sewer System Rehab project and the Water System Rehab estimated at about \$5 million total. She anticipates a few grant options for both. Ms. Stevens also provided information on projects identified with the Stormwater Master Plan.

Mr. Clark provided additional information on the 317 Fund CIP projects, some of the changes listed in the presentation, and answered questions from Council. He asked Council to begin thinking of the max mileage to be voted on in July.

Tim Burman, Community Development Director, answered questions from Council regarding the need to have projects ready to go and bundling them to move them along for grant opportunities.

ADJOURNMENT – 6:40 p.m.

Mayor Donald O. Burnette

Attest:

Robin Fenwick, MMC, City Clerk

CITY COUNCIL WORKSHOP MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
JULY 13, 2021

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

Silent Invocation

Pledge of Allegiance

Roll Call	Present:	Council Member Jonathan Foley Council Member Chase Tramont Council Member Scott Stiltner Vice Mayor Drew Bastian Mayor Donald Burnette
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Also Present:	City Manager Wayne Clark City Attorney Matthew Jones City Clerk Robin Fenwick
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DISCUSSION ITEMS

4. Discussion on General Fund Budget and the Maximum Millage Rate for FY2022

Mayor Don Burnette discussed details of the budget process and the need to meet City services, as well as the voter approved \$15.00 per hour minimum wage that must be funded in the years to come.

Wayne Clark, City Manager, provided details on the budget strategy, as well as the draft budget Staff has developed. Mr. Clark provided five options for Council to begin discussions to implement the \$15.00 per hour minimum wage rate. Other than the minimum wage mandate, the general fund budget is balanced at the current rate of 4.6622 mills to include Department operational requests, recommended staffing adjustments for new positions and a 3% wage adjustment. Any millage rate increase is reserved for implementation towards the minimum wage increase. Enterprise & Other funds are balanced with no rate increase, but solid waste anticipates completion of a rate study this year that will most likely result in an increase to offset the lack of funds for recycling materials. Mr. Clark spoke as to the staffing requests, as well as the increase in general expenses. The discussion tonight is to provide direction to Staff regarding the maximum millage rate Council is willing to consider. The vote will take place on July 27, 2021 at a Special Meeting of the City Council beginning at 6:00 p.m. Mr. Clark also spoke as to the millage trends for the City and surrounding cities.

Council Member Jonathan Foley supports an increase to address the increase in minimum wage but not to the full \$15.00 per hour minimum wage rate.

Council Member Chase Tramont asked about turnover rates. Jamie Miller, Interim Assistant City Manager provided those details and discussed trends and expectations as changes to unemployment unfold.

Vice Mayor Drew Bastian wants to reach the \$15.00 per hour sooner rather than later so as to not lose more employees to others who are already moving in that direction.

Council Member Scott Stiltner also supports an increase to implement as much of the \$15.00 per hour rate as possible. He asked for flexibility to watch what other cities and the private sector will do to implement the mandate.

Mayor Don Burnette struggles with a 5.5 millage rate or anything above 5 mills but he understands the need to address the mandate.

Council Member Chase Tramont doesn't support a large increase, nor the additional staffing being requested by the Parks & Recreation and Fire Departments. He would support an option between Options C or D presented by Staff. (Options are provided on Exhibit A attached hereto.)

Vice Mayor Drew Bastian supports Option B to begin discussions on the maximum millage rate.

Council Member Scott Stiltner supports an option between Options C and D.

Discussion was held regarding the ballot language the voters approved. Mayor Don Burnette supports Option C but would like to see the millage rate under 5 mills. Council agreed to start further discussions at Option C (5.0485 mills) as the maximum millage rate.

City Clerk will cancel the Thursday, July 15th meeting that was set tentatively in the event further discussions were needed after this workshop.

ADJOURNMENT - 6:35 p.m.

Mayor Donald O. Burnette

Attest:

Robin Fenwick, MMC
City Clerk

EXHIBIT A

	EXAMPLES OF COMPENSATION SCENARIOS	ESTIMATED COST WITH BENEFITS	MILLAGE INCREASE OVER BASE	TOTAL MILLAGE
A	\$4.52 Increase to \$15.00 min for all General Fund + Negotiated Public Safety	\$3,018,578	0.8051	5.4673
B	\$2.52 Increase to \$13.00 min for all General Fund + Negotiated Public Safety	\$1,754,578	0.4680	5.1302
C	\$2.02 Increase to \$12.50 min for all General Fund + Negotiated Public Safety	\$1,448,578	0.3863	5.0485
D	\$1.52 Increase to \$12.00 min for all General Fund + Negotiated Public Safety	\$1,128,578	0.3010	4.9632
E	Base Millage – All Operations Funded and 3% Salary Adj. (Minimum Legal Requirement for \$10.00 met)			4.6622



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 7/20/2021

Consent item: Yes

SUBJECT: (D10a) Approval of Task Authorization No. 30 to Mead and Hunt for Design and Bidding Assistance for Police Department Generator Replacement

DEPARTMENT: Public Works

GOAL: 2 - Infrastructure, 1 - Public Safety

RECOMMENDED MOTION: Move to approve Task Authorization No. 30 for the amount of \$51,034.00 to the Master Contract (CA4619) Mead and Hunt Inc.; subject to City Attorney and City Manager review and approval of final contract documents; and authorizing the Mayor and City Clerk to execute all contract documents.

SUMMARY: The generators at the Police Department were installed in 2008. The generators operate the police department building and the Emergency Operations Center (EOC). They are critical to the continued operations of the building, especially during the activation of the EOC. The building is in use 24 hours per day. The system has become unreliable due to age and parts availability. They are difficult to maintain/repair due to the unique nature of the bi-fuel system. The system has failed on numerous occasions, including during one of the recent hurricanes when the EOC was fully activated. Additionally, the generators are oversized for the required electrical loads causing an underloading scenario. Underloading occurs when generators operate at less than 30 percent of the rated output, similar to running a vehicle at idle speed continuously. Operating a generator in "underload" for extended periods of time will negatively impact the unit in numerous ways, including severely damaging the fuel injection system, and shorten the overall useful life of the unit.

Mead and Hunt Inc. submitted a proposal for \$51,034.00 for engineering services for the design of replacement of the generators and transfer switches. The design will provide information as to the proper sizing of generators needed, plans and specifications, electrical and instrumentation design, and bidding assistance to replace the existing generators. This will be Task Authorization No. 30 to the Master Contract for Engineering Services with Mead and Hunt Inc. (CA4619). The replacement of these two generators is part of the planned generator replacement program in the Capital Improvement Plan.

Project	Funding Account No.: <u>Name: Building Maintenance Cost Center:</u>
No.: <u>OBM014</u>	<u>Building Maintenance Program: None Spend Category: Building</u>
	<u>Improvements/Generator</u>

ATTACHMENTS:

1.	Task Authorization No. 30 - Mead and Hunt	TA 30 POPD Generoator design, permitting, bid - Mead and Hunt.pdf
2.	Department Justification Memo - Mead and Hunt - Task No 30 PD Generators july 6	Department Justification Memo - Mead and Hunt - Task No 30 PD Generators july 6.docx

Julia Wiggins	Created/Initiated - 6/24/2021
Kynah Cockcroft	Approved - 6/24/2021
Julia Wiggins	Approved - 6/25/2021
Junos Reed	Approved - 6/28/2021
Ronny Buttrum	Approved - 6/29/2021
Lynn Stevens	Approved - 6/29/2021
Lupe Reyna-Coffin	Approved - 7/1/2021
Scott Neils	Approved - 7/6/2021
Matthew Jones	Approved - 7/7/2021
Wayne Clark	Approved - 7/13/2021
Robin Fenwick	Final Approval - 7/13/2021

TASK AUTHORIZATION NO. 30
Master Contract for Engineering Services dated March 17, 2015
Between the City of Port Orange, Florida and Mead and Hunt, Inc.
Pursuant to merger with Quentin L. Hampton Associates, Inc.

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **Mead and Hunt, Inc. Pursuant to Merger with QUENTIN L. HAMPTON ASSOCIATES, INC.**, a Wisconsin corporation with its principal place of business at 2440 Deming Way, Middleton, Wisconsin 53562-1562 ("Engineer"), and hereinafter collectively referred to as the "Parties," and is to that certain Master Contract for Engineering Services dated March 17, 2015, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and, in the Contract, agree as follows:

1. This Task Authorization No. 30 expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.
2. The Public Works and Utilities Director, Lynn Stevens, shall perform contract administration for this **Task Authorization No. 30**, and may be contacted at (386) 506-5750.
3. In addition to all other terms and conditions contained in the Contract, Engineer shall provide services relating to **Police Department Generator Evaluation and Replacement**; and as more specifically described in the Scope of Services, attached hereto and incorporated as **Task Authorization No. 30 Exhibit "1."**
4. Engineer shall complete the task within three hundred sixty (360) days from the issuance of a written Notice to Proceed.
5. In return for the services identified above, the City agrees to compensate Engineer at the prices set forth in Task Authorization No. 30 Exhibit "1," subject to a limit not to exceed **Fifty-One Thousand Thirty-Four and 00/100 Dollars (\$51,034.00)**. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.
6. This Task Authorization may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Task Authorization shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Engineer and the City until the City signs this Task Authorization.

[Remainder of this page intentionally left blank]

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

Witnesses:

**MEAD AND HUNT, INC. PURSUANT TO MERGER WITH
QUENTIN L. HAMPTON ASSOCIATES, INC.**

Printed Name: _____

By: _____
Brad T. Blais, Vice President

Printed Name: _____

Date: _____

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Donald Burnette, Mayor

Printed Name: _____

Date: _____

Witnesses:

ATTEST:

Printed Name: _____

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

Printed Name: _____

Date: _____

[CA 4619]



July 6, 2021

Junos Reed, PE
Utilities Engineer
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

Email: jreedl@port-orange.org
Hard Copy Mailed Only on Request

Subject: POLICE DEPARTMENT GENERATOR EVALUATION AND REPLACEMENT

Dear Steve:

Per your request, we are pleased to provide the enclosed engineering services and fee proposal for the above referenced project. The evaluation and design is intended to evaluate proper generator sizing and prepare plans and specifications for replacement of two existing diesel generators with natural gas generators meeting Tier 4 requirements.

Mead & Hunt will provide electrical and instrumentation design and bidding assistance services for this project. If you have any questions or require additional information, please contact me.

Sincerely,
MEAD & HUNT, Inc.

A blue ink signature of Brad T. Blais.

Brad T. Blais, PE
Vice President/Market Leader

A blue ink signature of Jeff Kurella.

Jeff Kurella, PE
Senior Electrical Engineer

BTB;bf

Enclosures: Scope of Services and Fee Estimate

**CITY OF PORT ORANGE
SCOPE OF SERVICES
FOR
PORT ORANGE GENERATOR EVALUATION AND REPLACEMENT**

This Task Order is in conformance with the Master Contract for Engineering Services RFQ #14-23 Water, Wastewater and Reclaimed Water Continuing Engineering Consultant Rate Study dated March 17, 2015 between the City of Port Orange (CITY) and Mead & Hunt, Inc. (MEAD & HUNT) and is referred to herein as the Contract.

GENERAL

The City desires to replace the existing emergency power, diesel generators serving the Port Orange Police Department (POPD) administration building. As a part of the replacement project, the City desires to evaluate the current loads and historical usage in an effort to 'right size' the two new generators. The City also desires to convert the generators from diesel to natural gas (NG) in order to achieve Tier 4 compliance without use of diesel exhaust fluid (DEF).

SCOPE OF SERVICES

Proposed engineering services for the above referenced project include:

- Evaluation of existing loads and historical power consumption at the POPD
- Preparation of a preliminary design technical memorandum (TM) that summarizes findings of that evaluation and includes recommendations for any changes and/or adjustments.
- Design plans and specifications for the proposed generator replacement
- Cost estimates at 60%, 90% and 100% design levels

After receipt of authorization to proceed, MEAD & HUNT will provide the following services:

PHASE 1 – PROJECT MANAGEMENT

Project Coordination and Management

MEAD & HUNT'S Project Manager (PM) will initiate the project and manage the budget and schedule, manage project staffing, coordinate subconsultant activities, manage project coordination, and schedule quality management processes for work products. The PM will monitor progress throughout the project and prepare monthly invoices for the CITY. It is assumed that these services will cover the estimated 4 month project design and bidding period.

MEAD & HUNT will implement a quality assurance and control process, which includes:

Independent technical review of alternatives developed and evaluated, and recommendations made by the project team. Reviews will include evaluations of constructability, performance, and conflicts. Independent review of the project technical work products before its submission to the CITY.

Deliverables – Project Management

- Meeting Agendas and Summaries
- Monthly Invoices

PHASE 2 – DATA COLLECTION AND PRELIMINARY DESIGN

Preliminary Design Technical Memorandum

MEAD & HUNT will prepare a draft Preliminary Design TM evaluating the existing loads and power consumption in order to provide recommended generator sizing. The TM will include an initial engineer's opinion of probable construction cost (EOPCC) and confirmation of project permitting requirements.

MEAD & HUNT will schedule and attend a review meeting to review the CITY comments. Comments received will be incorporated into the final TM and subsequent design documents.

Deliverables – Preliminary Design

- Preliminary Design TM
- Final Preliminary TM

PHASE 3 – PROJECT DESIGN

Task 1 – 60% Design Development

MEAD & HUNT will develop 60% drawings and specifications that reflect the proposed improvements detailed in the technical memorandum. The CITY standard front-end contract documents will be used and coordinated with MEAD & HUNT's technical specifications. MEAD & HUNT will provide a 60% engineer's opinion of probable construction cost (EOPCC).

The 60% submittal package will be submitted to the CITY for review and comment. The submittal will include the items shown in the deliverable section below. It is assumed the CITY will conduct their review in a two-week period, and a meeting will be held at the end of the CITY's review.

MEAD & HUNT will schedule and attend a 60% design review meeting to review the CITY's comments on the design drawings and specifications. Comments received will be incorporated into the 90% design documents.

Deliverables – 60% Design

- 60% Design Drawings
- 60% Specifications
- 60% EOPCC

Task 2 – 90% Design Development

The 90% submittal package will be prepared and submitted to the CITY and permitting agencies for review and comment. The submittal will include the items shown in the deliverable section below. It is assumed the CITY will conduct their review in a two-week period, and a meeting will be held at the end of the CITY's review.

MEAD & HUNT will schedule and attend a 90% design review meeting to review the CITY's comments on the design drawings and specifications. Comments received will be incorporated into the 100% design documents.

Deliverables – 90% Design

- 90% Design Drawings
- 90% Specifications
- 90% EOPCC

Task 3 – 100% Design Development

Based on the CITY's 90% review comments and discussions at the 90% review meeting, MEAD & HUNT will advance the 90% design drawings to 100% completion. MEAD & HUNT will advance the 90% technical specifications to the 100% level for construction. The MEAD & HUNT's 90% EOPCC will be updated for the 100% submittal.

Deliverables – 100% Design

- 100% Design Drawings
- 100% Specifications
- 100% EOPCC

PHASE 4 – BIDDING SERVICES

The CITY will be responsible for managing the bid process, i.e., advertisement, distribution of bid packages, receipt and opening of bids. MEAD & HUNT will provide the following bid-phase services:

Bid Documents

MEAD & HUNT will prepare and submit bid documents including bid number, pre-bid date and time, and other pertinent information to create a Bid Set of the plans and specifications.

Pre-Bid Meeting

MEAD & HUNT will attend the pre-bid meeting at CITY facility to review the project details before bids are submitted. MEAD & HUNT will present project details and answer potential bidders' questions at this meeting.

Addenda

MEAD & HUNT will respond to potential bidders' questions during the bid period. Questions and responses will be documented and submitted to the CITY for distribution to potential bidders in the form of addenda. MEAD & HUNT will prepare up to two (2) addendums.

Bid Tabulation and Recommendation of Award

MEAD & HUNT will complete a review of the bids for completeness and conformance with the bidding and contract requirements. MEAD & HUNT will evaluate the low bidder(s) submitted qualifications information and contact provided references to inquire about bidders' experience. Based on that review, MEAD & HUNT will submit to the CITY a bid tabulation and a recommendation of award.

Deliverables – Bidding Services

- Bid Set Plans and Specifications
- Addenda to bid documents
- Recommendation of award

EXCLUSIONS

This scope of services excludes all items not specifically described herein, including but not limited to:

- Easement Acquisition
- Construction Phase Services

- Special Studies
- Laboratory Services
- Funding Assistance

SCHEDULE

Mead & Hunt estimates the work included in this task order will be completed in accordance with the following schedule:

Phase/Task	Duration to Complete	Starting upon
<i>Phase 1 – Project Management</i>	<i>120 days</i>	<i>Receipt of notice to proceed</i>
<i>Phase 2 – Preliminary Design</i>	<i>30 days</i>	<i>Receipt of notice to proceed</i>
<i>Phase 3 – Project Design</i>	<i>90 days</i>	<i>Client approval of PDR</i>
<i>Phase 4 - Bidding</i>	<i>60 days</i>	
<i>Total Duration</i>	<i>180 days</i>	

The above timeframes *do not* include Client and agency review time.

COMPENSATION

The not-to-exceed cost for this Scope of Services is **\$51,034**. Any out-of-scope work will be subject to change order.

The above fee is based on the following breakdown:

Phase/Task	Fee/Cost	Basis
<i>Phase 1 – Project Management</i>	<i>\$4,688</i>	<i>Lump Sum</i>
<i>Phase 2 – Preliminary Design</i>	<i>\$9,876</i>	<i>Lump Sum</i>
<i>Phase 3 – Project Design</i>	<i>\$28,908</i>	<i>Lump Sum</i>
<i>Phase 4 – Bidding Assistance</i>	<i>\$7,062</i>	<i>Lump Sum</i>
<i>Reimbursables</i>	<i>\$500</i>	
TOTAL	\$51,034	

AUTHORIZATION:

The scope of services and compensation stated in this proposal are valid for a period of thirty (30) days from date of submission. If authorization to proceed is not received during this period, this proposal may be withdrawn or modified by MEAD & HUNT.

PURSUANT TO FLORIDA STATUTE SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF MEAD & HUNT INC. MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

IF THE CONTRACTOR (MEAD & HUNT, INC.) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S (MEAD & HUNT, INC.'s) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT (PROPOSAL), CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY HALL, CITY OF PORT ORANGE, 1000 CITY CENTER CIRCLE, PORT ORANGE, FL 32129, City Clerk, Robin Fenwick, (386) 506-5566, rfeenwick@port-orange.org.



City of Port Orange Public Utilities and Works Department

TO: Wayne Clark, City Manager

THRU: Lynn Stevens, Public Works & Utilities Director
Julia Wiggins, Public Works & Utilities Business Manager

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

DATE: June 23, 2021

SUBJECT: Mead & Hunt –Task Authorization No. 30 CA4619, Police Department Generator Replacement Design and Bidding Assistance

REQUEST:

The Public Works & Utilities Department is requesting City Council approve Mead & Hunt Task Authorization No. 30 to contract CA4619 for Design and Bidding Assistance services for the Police Department Generator Replacement project in the amount not to exceed \$51,034.00.

PURPOSE:

This project involves the design, permitting, and bidding assistance for an upgraded emergency backup power system to insure uninterrupted electrical power to the Police Department and to the Emergency Operations Center.

CONSIDERATION:

The existing generators at the Police Department were installed with the original construction of the building in 2008. The existing generators are Generac Bi-Fuel, meaning they use diesel to start the motors, then use natural gas if/when the engines are producing high volumes of power. This system has proven difficult to maintain and repair due to the unique nature of the bi-fuel system. Additionally, the generators appear to have been drastically oversized for the required electrical loads and additionally, were set up to run at the same time as opposed to running in a lead/lag scenario which is typical when two generators are used. This has caused the generators to run at less than 30 percent of the rated output, which is referred to as underloading. Underloading a generator for extended periods of time will negatively impact the unit in numerous ways and shorten the overall useful life of the unit. It is equivalent to operating a vehicle at idle speed for

hours on end and never exceeding idle. This type of operation creates major issues for the fuel injection system and other moving parts in the engines.

As part of this task authorization, Mead & Hunt will analyze the power loads for the Police department based on historical and future anticipated usages to determine the proper size generator. Since the generators service the Police Department and Emergency Operations Center, the backup power system will be fully redundant, so each generator will be sized to handle all the electric load. This way if one of the generators is not working, there will be no interruption in electrical service to the facility. Additionally, the generators will be set to run in a lead/lag operation, allowing each generator to have similar run times.

There have been historical issues of diesel exhaust fumes entering the air conditioning system to the building with the current units. The new generators will be powered by natural gas. Natural gas fuel systems are cleaner and less expensive to maintain and require very little maintenance.

FUNDING:

Police department Generator Upgrades

Project #: OBM014

Fund –506

Fund Name – Building Maintenance

Cost Center – Building Maintenance

Program – None

Spend Category – Building Improvements - Generator

Budget - \$60,000.00

RECOMMENDATION:

The Public Works & Utilities Department recommends City Council approve Mead & Hunt Task Authorization No. 30 to contract CA4619 for Design and Bidding Assistance services for the Police Department Generator Replacement project in the amount not to exceed \$51,034.00.

ANTICIPATED SCHEDULE:

- a) Council Approval – July 20, 2021
- b) Notice to proceed within 30 days of issuance of Purchase Order
- c) Design and Bidding assistance to be completed within 360 days from Notice to Proceed

ATTACHMENTS:

- a) Mead & Hunt Task Authorization No. 30 draft documents
- b) Mead & Hunt Proposal dated June 24, 2021



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 7/20/2021

Consent item: Yes

SUBJECT: (D10b) Approval to Waive Formal Bidding Requirements and approve Professional Services Agreement with Pittman Law Group

DEPARTMENT: City Manager

GOAL: 5 - Fiscal Sustainability 3 - Quality of Life

RECOMMENDED MOTION: Move to approve the waiver of formal bidding procedures and approve the Professional Services Agreement with Pittman Law Group, in an amount not to exceed \$39,999.96 for legislative year 2021-2022; and authorize the Mayor and the City Clerk to execute all required contract documents.

SUMMARY: The Pittman Law Group has submitted the attached proposed agreement for continued professional services to lobby the legislature on behalf of the City for the 2021-2022 legislative session. Issues for which they might lobby include grant funding for flood control projects, land acquisition for preservation, water quality projects, transportation infrastructure, and parks and recreation (among others). In addition, Pittman Law Group would work on any other issues the Council and Manager have identified in their legislative priorities for the upcoming year. Over the last five years, the City has received \$1.5M through legislative appropriation for flooding mitigation and stormwater quality improvements.

The proposed agreement does not have a change in service level or any increase in cost. The City pays \$3,333.33 per month for these services.

Ordinance 2020-25 removed the procurement of lobbyist services from the list of professional services listed under the exempt purchases provision because City Council determined that the procurement of lobbyist services should be approved by City Council rather than the City Manager.

Project No.: N/A Funding Account No.: Other Professional Services

Presenter: Jamie Miller

ATTACHMENTS:

1.	Pittman Professional Services Agreement	Pittman Professional Services F.pdf
2.	City of Port Orange Final Report	City of Port Orange Final Report.pdf
3.	Ordinance No 2020-25	Ordinance No 2020-25.pdf

4.	Pittman Law Group Renewal Form 2020	Pittman Law Group Renewal Form.pdf
5.	Sean Pittman Renewal Form 2019	Sean Pittman Renewal Form 2019.pdf
6.	Pittman Law Group Agreement 2018	Pittman Law Group Agreement.pdf

Jamie Miller	Created/Initiated - 6/8/2021
Jill Poolman	Approved - 6/8/2021
Lupe Reyna-Coffin	Approved - 6/8/2021
Scott Neils	Approved - 6/11/2021
Matthew Jones	Approved - 7/6/2021
Wayne Clark	Approved - 7/9/2021
Robin Fenwick	Final Approval - 7/13/2021



June 2, 2021

Wayne Clark, City Manager
The City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

RE: **Professional Services Agreement**

Dear Mr. Clark,

Thank you for the opportunity to work with your organization during the 2021 Legislative Session. We take pride in our representation of clients before the Florida Legislature and other tribunals and are prepared to work on your behalf for the 2022 year as well. Please know that we will always work aggressively and diligently to pursue all the goals and priorities that you set for us to follow.

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

Pittman Law Group would like to extend the current agreement for representation of the City of Port Orange, beginning July 1, 2021 through June 30, 2022. It is understood that this contract is cancelable with thirty days (30) notice; however, it cannot be cancelled during any year where a Legislative Session has concluded, as the fee is then considered fully earned. This must be the case because under Florida law contingency fee arrangements are prohibited.

Our deliverables are as follows:

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

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

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

With kind regards,

A handwritten signature in dark ink, appearing to read "S. Pittman". The signature is stylized with a large, circular loop at the top and a long, sweeping underline.

Sean Pittman

SIGNATURE: See Addendum No. 1 Page 7
Wayne Clark
The City of Port Orange

ADDENDUM NO. 1
to Pittman Law Group, P.L. Professional Services Agreement dated June 2, 2021

This Addendum No. 1 is entered into on the day and year set forth hereinafter by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **PITTMAN LAW GROUP, P.L.** ("Consultant"), a Florida limited liability corporation, whose principal address is 1028 East Park Avenue, Tallahassee, Florida 32301 (collectively "the Parties"). The Parties have agreed as follows:

1. This Addendum No. 1 supplements the terms provided in the letter dated June 2, 2021 from Pittman Law Group, P.L. to the City of Port Orange, Florida.

2. City Obligations. In return for the services identified above, notwithstanding date of execution, the City agrees to compensate the Consultant \$3,333.33 per month, beginning on July 1, 2021 and ending on June 30, 2022, subject to a limit up to but not to exceed Thirty-Nine Thousand Nine Hundred Ninety-Nine and 96/100 Dollars (\$39,999.96) per year. The City's obligation to pay Consultant under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then current fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended

3. Contract Administration. The Interim Assistant City Manager, Jamie Miller, shall perform contract administration of this Contract. The City may change the contract administration, from time to time and at any time, upon written notice to Contractor. For notice provisions, see the paragraph below entitled "Notice."

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

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

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

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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 Consultant shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
Comprehensive Business, Automobile Liability to include all automobiles. <u>Limits:</u> <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	

5. Examination of Records

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

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

term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

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

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

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

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

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

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

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

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

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

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

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

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

8. Disputes. The 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.

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

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

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

City:	City of Port Orange Attention: City Manager 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5501
Copy to:	City of Port Orange Attention: Jamie Miller, Interim Assistant City Manager 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5501
Consultant:	Pittman Law Group, P.L. Attention: Sean Pittman, CEO 1028 East Park Avenue Tallahassee, Florida 32301 (850) 216-1002 – Telephone (850) 224-7477 – Facsimile

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

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

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

[remainder of page intentionally left blank]

Witnesses:

PITTMAN LAW GROUP, P.L.

Printed Name: _____

By: _____
Sean Pittman, CEO

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization this ____ day of _____, 2021, by Sean Pittman, as CEO of Pittman Law Group, P.L., a Florida limited liability corporation, and who:

[Notary: Please select one]

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

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 **XX** physical presence or ____ online notarization this ____ day of _____, 2021, by Donald O. Burnette, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

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

Witnesses:

Attest:

Printed Name: _____

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

Printed Name: _____

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 _____, 2021, 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:



June 2, 2021

Wayne Clark
1000 City Center Circle
Port Orange, Florida 32129

Dear Mr. Manager,

On behalf of the team at Pittman Law Group, P.L. I would like to thank you for the opportunity to serve you all this Legislative Session. This Session was especially challenging given the impact that COVID-19 had not only on the Legislative Budget but on the way in which we were able to interact with elected officials. Despite these challenges, we were successful in shepherding your issues and projects through the process.

We have prepared for your review a Final Report that includes updates on the Special Session on Gaming, Bill Summaries for legislation relevant to local governments, and a review of the individual budget silos and budget highlights. We hope to discuss the details of this report before your elected body when your schedule permits.

As we celebrate our twentieth year in business, we want to thank clients like you that you have made our tenure possible. We hope that we are able to continue our successful representation of our City for twenty years from now. Thank you and please do not hesitate to contact with any questions regarding the report.

Sincerely,

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

Sean Pittman

I. SEMINOLE GAMING COMPACT

SEMINOLE GAMING COMPACT

In 2010, the Florida Legislature ratified a gaming compact with the Seminole Tribe of Florida which authorized the Seminole Tribe to conduct certain gaming for a twenty-year period (ending 2030). The Seminole Gaming Compact provided revenue sharing, in the form of monthly payments to the state, for the Seminole's exclusive right to offer banked card games on tribal lands and to offer slot machine gaming outside Miami-Dade and Broward counties. However, in 2019 the Seminole Tribe ceased payments to the state due to the Tribe's concern that the state was not aggressively enforcing the Tribe's exclusive right to offer banked card games, including blackjack.

At the beginning of the 2021 Legislative Session, President Simpson identified as one of his priorities a new gambling deal with the Seminole Tribe which would renew the payments to the state. After negotiating with the Governor's Office, the Seminole Tribe agreed to a new compact which would generate \$2.5 billion in revenue for the state over the next five years. The Florida Legislature held a Special Session in May 2021 to ratify the compact and pass other relevant gaming legislation. We have outlined the bills for you below.

SB 2A

SB 2-A ratifies the 2021 Gaming Compact executed by the Seminole Tribe of Florida (Seminole Tribe) and by Governor DeSantis on behalf of the State of Florida (state) on April 23, 2021, as amended on May 17, 2021 (the 2021 Gaming Compact). The bill takes effect only if the Gaming Compact between the Seminole Tribe of Florida and the State of Florida executed by the Governor and the Seminole Tribe of Florida on April 23, 2021, as amended on May 17, 2021, under the Indian Gaming Regulatory Act of 1988, is approved or deemed approved and not voided by the United States Department of the Interior, and shall take effect on the date that notice of the effective date of the compact is published in the Federal Register.

The 2021 Gaming Compact:

- Provides the Seminole Tribe with partial, but significant additional substantial exclusivity for specified gaming activities in Florida, as detailed below;
- Requires the payment of revenue share payments by the Seminole Tribe based on varying percentage rates under specified conditions;
- Includes a guaranteed minimum compact term payment of \$2.5 billion for the first five years (not less than \$400 million annually, which is assumed to be August 1 to July 31, dependent upon approval date by the Secretary); and has a term ending July 31, 2051
- Continues to authorize the Seminole Tribe to conduct banking card games, including baccarat, chemin de fer, and blackjack (21), at its gaming facilities; the play of poker games in a designated player manner, if compliant with certain restrictions (discussed in Exceptions to Exclusive Rights – Continued Poker at Licensed Cardrooms below), is not a violation of exclusivity.
- Permits the Seminole Tribe to offer table games, such as craps and roulette, at its gaming facilities.
- Authorizes sports betting on professional and collegiate sport events by players physically located in the State who may use a mobile or other electronic device, exclusively by and through sports books conducted and operated by the Seminole Tribe, which must contract with any willing,

qualified pari-mutuel permitholder to perform marketing and similar services in support of the sports books, for compensation of not less than 60% of the profit associated with wagering by the permitholder's registered patrons through the permitholder's branded website or mobile application. Such wagering is to be deemed to be exclusively conducted by the Seminole Tribe where the servers or other devices used to conduct such wagering activity on the Seminole Tribe's Indian lands are located. However, the Seminole Tribe will not commence sports betting before October 15, 2021.

- Authorizes Fantasy Sports Contests; acceptance of entry fees for fantasy sports contests, including the receipt of entry fees paid by players physically located within the State using a mobile or other electronic device, which is deemed to be exclusively conducted by the Seminole Tribe where the servers or other devices used to conduct such wagering activity on the Seminole Tribe's Indian lands are located.
- Continues to authorize the Seminole Tribe to conduct slot machine gaming at its gaming facilities.
- Allows the Seminole Tribe to add up to three additional facilities within its Hollywood Reservation.
- Specifies that the Seminole Tribe may employ a management contractor or licensee, as permitted by the Indian Gaming Regulatory Act (IGRA) and Code of Federal Regulations (C.F.R.), but the Seminole Tribe remains solely responsible for the operation of slot machine gaming, craps, roulette, banking card games, fantasy sports contests, and sports betting (Covered Games or Covered Gaming Activity).

SB 8A – Gaming

The legislation authorizes greyhound permitholders to conduct pari-mutuel wagering. The legislation prohibits greyhound permitholders from conducting live racing. The legislation gives a jai alai permitholder, harness horse racing permitholder, or quarter horse racing permitholder the option of conducting live racing or games.

SB 4A – Gaming Enforcement

The Legislation created a gaming commission that will operate within the Attorney General's Office. The commission consists of five members, one from each appellate district, to be appointed by the Governor by January 1, 2022, subject to Senate confirmation. The Governor must consider appointees who reflect Florida's racial, ethnic, and gender diversity. The Governor must appoint one of the members as the initial chair and one of the members as the initial vice chair; the chair and vice chair must serve a minimum of two years. Thereafter, the commission members elect one of the commissioners to serve as chair and one to serve as vice chair. Of the five members, at least one member must have at least 10 years of experience in law enforcement and criminal investigations, at least one member must be a certified public accountant licensed in this state with at least 10 years of experience in accounting and auditing, and at least one member must be an attorney admitted and authorized to practice law in this state for the preceding 10 years. After initial appointments to create staggered terms, all members will serve four-year terms, but may not serve more than 12 years. The salary of a member is the same as a commissioner serving on the Public Service Commission (approximately \$136,000 annually). Vacancies must be filled for the unexpired portion of a term.

II. BILL SUMMARIES

HB 9 – PROTECTING CUSTOMERS AGAINST PANDEMIC RELATED FRAUD

5/25/21 Approved by Governor

HB 9 was drafted to address criminal activity surrounding the advertising of fake vaccines and PPE equipment during the COVID-19 pandemic. The high demand for personal protective equipment and vaccines during the pandemic led to scammers fraudulently advertise or sell counterfeit, substandard, or nonexistent PPE equipment and other pandemic related items.

The legislation prohibits a person from knowingly and willingly making a materially false or misleading statement **OR** disseminating false or misleading information to obtain money for PPE equipment or vaccines. Further, if the Attorney General reasonably believes that a person has committed either offense, the Attorney General may institute a civil action for the violation or to prevent the violation. An action for relief may include a permanent or temporary injunction, a restraining order, or any other appropriate order.

HB 53 – PUBLIC WORKS

Current law states that certain local preferences are prohibited for competitive solicitations for construction service in which 50 or more percent of the cost will be paid from state appropriated funds. The legislation removes the fifty percent threshold that triggers the prohibition and states that preferences are prohibited at any level. The bill prohibits a local ordinance or regulation that prevents the participation of specified entities in the bidding process based upon: (1) maintaining an office or place of business within a particular local jurisdiction; (2) hiring employees or subcontractors from within a particular local jurisdiction; or (3) prior payment of local taxes, assessments, or duties within a particular local jurisdiction. The prohibitions apply if such solicitations will be paid for with any state-appropriated funds.

The bill provides that the definition of “public works project” applies to pre-bid prohibitions to activities that exceed \$1 million in value and that are paid for with any state-appropriated funds. The bill prohibits the state or any political subdivision that contracts for a public works project from preventing a certified, licensed, or registered contractor, subcontractor, or material supplier or carrier, from participating in the bidding process based on the geographic location of the company headquarters or offices of the contractor, subcontractor, or material supplier or carrier submitting a bid on a public works project or the residences of employees of such contractor, subcontractor, or material supplier or carrier.

By June 30, 2022, and every five years thereafter, the bill requires each county, municipality, or special district providing wastewater or stormwater services to develop a needs analysis for its jurisdiction over the subsequent 20 years. The analysis must be compiled and submitted to EDR, which must evaluate the compiled documents for the purpose of developing a statewide analysis for inclusion in the annual assessment due January 1, 2023. This bill provides that the analysis requirement applies to a rural area of opportunity as defined in s. 288.0656, F.S., unless such requirement would create an undue economic hardship for the county, municipality, or special district in the rural area of opportunity.

SB 54 – MOTOR VEHICLE INSURANCE

Motor Vehicle Financial Responsibility Requirements

CS/CS/SB 54 repeals the Florida Motor Vehicle No-Fault Law (No-Fault Law), which requires every owner and registrant of a motor vehicle in this state to maintain Personal Injury Protection (PIP) coverage. The bill enacts, effective January 1, 2022, financial responsibility requirements for liability for motor vehicle ownership or operation, as follows:

- For bodily injury (BI) or death of one person in any one crash, \$25,000, and
- Subject to that limit for one person, \$50,000 for BI or death of two or more people in any one crash.

The bill retains the existing \$10,000 financial responsibility requirement for property damage (PD).

The bill increases required coverage amounts for garage liability and commercial motor vehicle insurance. It also increases the cash deposit amount required for a certificate of self-insurance establishing financial responsibility for owners and operators of motor vehicles that are not for-hire vehicles.

Mandatory Offer of Medical Payments Coverage

The bill requires insurers to offer medical payments coverage (MedPay), which protects the named insured, resident relatives, vehicle operators, vehicle passengers, and pedestrians struck by a motor vehicle to a limit of at least \$5,000 for medical expenses incurred due to bodily injury, sickness, or disease arising out of the ownership, maintenance, or use of a motor vehicle. Coverage must be offered at limits of both \$5,000 and \$10,000. Insurers may also offer other policy limits that exceed \$5,000. Insurers must offer a zero deductible option for MedPay, and may also offer deductibles of up to \$500. MedPay must provide an additional death benefit of at least \$5,000. MedPay coverage to a limit of \$10,000 with no deductible is presumed to be contained in the policy unless a named insured signs a form declining the coverage or selects a different coverage limit or a deductible. Insurers must reserve \$5,000 of MedPay benefits for 30 days to pay physicians or dentists who provide emergency services and care or hospital inpatient care.

The repeal of the No-Fault Law eliminates the limitations on recovering pain and suffering damages from PIP insureds, which currently requires bodily injury that causes death or significant and permanent injury. Because this limitation is repealed, the bill also specifies that legal liability of an uninsured motorist insurer includes damages in tort for pain, suffering, disability or physical impairment, disfigurement, mental anguish, inconvenience, and the loss of past and future capacity for the enjoyment of life.

Mandatory Death Benefit

The bill requires that each motor vehicle insurance policy issued to meet the financial responsibility requirements established by the bill must also provide a first-party death benefit of \$5,000 per deceased individual. As with MedPay, the death benefit covers the named insured, resident relatives, vehicle operators, vehicle passengers, and pedestrians struck by a motor vehicle. The benefit is payable when the death arises out of the ownership, maintenance, or use of a motor vehicle.

Actions Against Motor Vehicle Insurers for Bad Faith Failure to Settle Third-Party Claims

The bill creates a new framework governing all actions against motor vehicle insurers for bad faith failure to settle a third-party claim. The bill requires motor vehicle insurers to follow claims handling best practices standards based on long-established good faith duties related to claim handling, claim investigation, defense of the insured, and settlement negotiations. The bill also specifies an insured's duty to cooperate with their insurer in attempting to settle third-party claims, and specifies conditions in which an insurer may terminate its defense because of the insured's failure to cooperate. The bill prohibits the trier of fact in a bad faith action from attributing the insurer's failure to settle a covered claim to the claimant's lack of communication when the claimant makes certain communications to the insurer.

The bill defines "bad faith failure to settle" as an insurer's violation of a best practice, which is a proximate cause of the insurer not settling a third-party claim when, under all the circumstances, the insurer could and should have done so, had it acted fairly and honestly toward its insured and with due regard for the insured's interests. The party bringing the bad faith action has the burden to prove both elements.

The bill creates "safe harbors" to provide insurers a reasonable opportunity to investigate and evaluate a claim. The safe harbors specify that an insurer that follows the best practices does not act in bad faith when the insurer:

- Does not initiate settlement negotiations by tendering applicable policy limits in exchange for a general release of the insured within 45 days after receiving actual notice of the loss.
- Does not accept a settlement offer within 45 days after receiving actual notice of the loss if:
 - o The settlement offer provides the insurer fewer than 15 days for acceptance; or
 - o The settlement offer provides the insurer fewer than 30 days for acceptance where the offer contains conditions for acceptance other than the insurer's disclosure of its policy limits.

The best practices require that an insurer must initiate settlement negotiations after the expiration of the foregoing safe harbor periods by tendering its policy limits to the claimant in exchange for a general release of the insured, if the facts available to the insurer indicate the insured's liability is likely to exceed the policy limits.

The bill specifies that the damages in a bad faith action are the amount of the excess judgment and court costs. If the party bringing the bad faith action is the insured or an assignee of the insured, the damages also include reasonable attorney fees incurred by the party bringing the action. Punitive damages may not be awarded.

Setoff on Noneconomic Damages

The bill provides the defendant a \$10,000 setoff on noneconomic damages for injuries suffered by a person who operated a motor vehicle that lacked the minimum required motor vehicle insurance under the financial responsibility law while such operator was not in compliance with financial responsibility requirements for more than 30 days immediately preceding the crash. The setoff on noneconomic damages does not apply if the person who is liable for the injury was driving under the influence; acted intentionally, recklessly, or with gross negligence; fled from the scene of the crash; or was acting in furtherance of, or immediate flight from, a felony. The setoff on noneconomic damages does not apply to wrongful death claims.

Other Provisions

The bill also:

- Requires motor vehicle insurers to notify policyholders by September 1, 2021, of the new financial responsibility requirements and to allow policyholders to change their existing coverage to meet the new financial responsibility requirements.
- Specifies that any policy issued before January 1, 2022, in compliance with the Florida Motor Vehicle No-Fault Law, is deemed to comply with the financial responsibility requirements established by the bill until the end of the policy term.
- Increases required coverage amounts for garage liability and commercial motor vehicle insurance.
- Provides that if a motor vehicle insurer fails to timely provide information related to liability insurance coverage as required by s. 627.4137, F.S., the claimant may file an action to enforce the section, and is entitled to an award of reasonable attorney fees and costs to be paid by the insurer.

Allows policyholders to obtain motor vehicle insurance that excludes specified coverages for claims or suits resulting from the operation **OF A MOTOR VEHICLE BY AN IDENTIFIED INDIVIDUAL WHO IS SPECIFICALLY EXCLUDED BY NAME.**

SB 60 – COUNTY AND MUNICIPAL CODE ENFORCEMENT

CS/SB 60 amends the county and municipal code enforcement statutes to prohibit county and municipal code inspectors and code enforcement officers from initiating an investigation into violations of city or county codes or ordinances based upon an ***anonymous complaint*** and requires an individual making a complaint to provide his or her name and address to the local government body before an investigation may occur.

The prohibition does not apply if the code inspector or code enforcement officer has reason to believe the alleged violation presents an imminent threat to public health, safety, or welfare or imminent destruction of habitat or sensitive resources.

HB 149 – STUDENTS WITH DISABILITIES IN PUBLIC SCHOOLS

The legislation requires school districts to prohibit placing a student with disabilities in seclusion. The bill defines terms related to seclusion, physical restraint, and mechanical restraint. The bill provides that restraint may only be used to protect students or school personnel and not for discipline. A student may be restrained only for the time necessary to protect the student and others and only after all positive behavior interventions and supports are exhausted. The bill prohibits the use of restraint techniques and devices, including straightjackets, zip ties, handcuffs, and tie-downs, in a way that obstructs or restricts breathing or blood flow or places a student in a facedown position with the student's hands restrained behind the student's back. The bill prohibits the use of any restraint technique to inflict pain to induce compliance.

The bill requires school districts to adopt policies and procedures related to positive behavior interventions and supports and to identify all school personnel authorized to use restraint techniques.

The bill requires school districts to develop a crisis intervention plan for a student who is restrained more than once during a semester. The bill requires the Department of Education to publish de-identified data on reported restraint incidents on the department's public-facing website each month.

Video Cameras in Public School Classrooms Pilot Program

The bill implements a pilot program for video cameras in certain classrooms in Broward County. At the written request of a parent, the school district must install a video camera and record a classroom in which a majority of the students are provided special education services. The video camera must be capable of monitoring all areas of the classroom and entrances and exits associated with the students' restroom but may not monitor the restroom itself or any other area where students change their clothes.

The bill provides circumstances under which the video recording may be viewed and limits who may view the recording to: school employees involved with an alleged incident of abuse or neglect or the investigation of such an incident; the parent of a student who is involved in the alleged incident; law enforcement if the incident is reported; and representatives of the Department of Children and Families (DCF) as a part of a child abuse investigation. The bill requires anyone who views the video to report suspected child abuse to the DCF.

The bill has an indeterminate fiscal impact but can be absorbed within existing resources. The bill provides an effective date of July 1, 2021.

HB 157 – FIRST AID TRAINING IN PUBLIC SCHOOLS

The bill requires school districts to provide basic training in first aid, including cardiopulmonary resuscitation (CPR) instruction, for public school students in grades 9 and 11. The bill encourages school districts to provide basic first aid training, including CPR instruction, to students in grades 6 and 8. The bill provides that the CPR training must be based on a one-hour nationally recognized program that uses the most current evidence-based emergency cardiovascular care guidelines.

SB 184 – PURPLE ALERT

The bill requires the Division of Emergency Management to identify and maintain an inventory of available digitally displayed automatic changeable facing signs capable of providing the immediate distribution of critical information to the public in times of declared emergency and regarding missing endangered persons.

Effective July 1, 2022, the bill also establishes criteria and processes for issuing Purple Alerts to assist in finding a missing adult:

- Who has a mental or cognitive disability that is not Alzheimer's disease or a dementia related disorder; an intellectual disability or a developmental disability; a brain injury; another physical, mental, or emotional disability that is not related to substance abuse; or a combination of any of these;
- Whose disappearance indicates a credible threat of immediate danger or serious bodily harm to himself or herself, as determined by the local law enforcement agency;
- Who cannot be returned to safety without law enforcement intervention; and

- Who does not meet the criteria for activation of a local Silver Alert or the Silver Alert Plan of the Department of Law Enforcement.

The bill provides the Florida Department of Law Enforcement with budget authority of \$199,901 (\$92,790 nonrecurring) in the Operating Trust Fund and 2 FTE in order to accommodate increased workload and make technology improvements.

HB 337 – IMPACT FEES

The bill provides specific limitations on the amount by which a local government may increase its impact fees. The limitations operate retroactively to January 1, 2021, and are as follows:

- An impact fee increase of not more than 25 percent of the current rate must be implemented in two equal annual increments, beginning with the date on which the increased fee is adopted;
- An impact fee increase of between 25 and 50 percent of the current rate must be implemented in four equal annual increments;
- An impact fee increase may not exceed 50 percent of the current impact fee rate; and
- An impact fee may not be increased more than once every four years.

However, a local government may exceed these limitations if the local government completes a demonstrated-need study that justifies the increase and demonstrates the extraordinary circumstances, holds at least two publicly noticed workshops, and adopts the impact fee increase by at least a two-thirds vote.

The bill also makes the following changes to current impact fee law:

- Defines the terms “infrastructure” and “public facilities,” used throughout the impact fee statutes, in order to specify that impact fees may be utilized only for fixed capital expenditures or fixed capital outlays for major capital improvements;
- Prohibits a local government from increasing an impact fee retroactively for a previous or current fiscal or calendar year; and
- Requires special districts, in addition to local governments, to issue dollar-for-dollar impact fee credits for impacts on the same public facilities in exchange for other required contributions received (i.e., proportionate share agreement or other exactions).

Finally, the bill requires the chief financial officer of a local government, school district, or special district to attest annually by affidavit that, to the best of his or her knowledge, all impact fees were collected and expended in compliance with the spending period provision in the local ordinance or resolution, and that impact fee funds were used only to acquire, construct, or improve specific infrastructure needs.

SB 378 – PAYMENT FOR CONSTRUCTION SERVICES

The Local Government Prompt Payment Act requires payment for all purchases by local government entities to be made in a timely manner. One of the purposes for this act is to make prompt payment for construction services. Under the Local Government Prompt Payment Act, if payment for construction services is late or wrongfully withheld, the statutorily imposed interest rate will accrue at 1 percent per month, or a grater rate specific by contract, until the debt is paid.

The Florida Prompt Payment Act governs the timely payment for construction services by the state or agency thereof. All payments due for the purchase of construction services under the Florida Prompt Payment Act and wrongfully withheld by a public entity or prime contractor bear statutorily imposed interest at the rate of 1 percent per month.

There are also payment procedures for private construction projects. Florida law states that if no exceptions apply, any late or wrongfully held payments will be subject to interest accruing at the current judgment rate or at a specified rate in the contract, whichever is greater. CS/SB 378 enhances the statutory penalties imposed on public and private parties that fail to make required payments for certain construction labor, services, and material.

For private-sector construction projects, current law specifies that late payments bear interest at the rate specified in s. 55.03, F.S., which provides the general rate of interest on judgments. The bill increases the late payment interest for the private sector to the rate specified in s. 55.03, F.S., plus twelve percent per annum (i.e., one percent per month).

Furthermore, the bill clarifies that parties who contract with a public or private entity for construction services and knowingly and intentionally fail to pay the undisputed contract obligations for construction labor, services, or materials, commit misapplication of construction funds, as provided in s. 713.345, F.S. Under the bill, the Construction Industry Licensing Board must take disciplinary action against a construction industry licensee found guilty of committing misapplication of construction funds and suspend the licensee's license for a minimum of one year.

HB 401 – FLORIDA BUILDING CODE

The Florida Building Commission (commission), housed within the Department of Business and Professional Regulation, is a 19-member technical body made up of design professionals, contractors, and government experts in various disciplines responsible for the implementation and adoption of the Florida Building Code (Building Code). The Building Code is the statewide building code for all construction in the state. The commission must adopt a new edition of the Building Code every three years.

Local governments enforce the Building Code within their jurisdictions, primarily by conducting inspections and issuing building permits to authorize construction. Under certain circumstances the commission and local governments may adopt technical and administrative amendments to the Building Code as permitted by statute. Local governments may adopt amendments to the Building Code that are more stringent than the Building Code, which are limited to the local government's jurisdiction and expire upon the adoption of the newest editions of the Building Code.

As it pertains to the administration of the Building Code, the bill:

- Allows a substantially affected person, as defined in the bill, to petition the commission for a non-binding advisory opinion on any local government regulation that the person believes is a technical amendment to the Building Code and was not adopted in accordance with the process for adopting local amendments to the Building Code. The commission must issue the opinion within 30 days of receiving the petition.
- Allows the commission to issue an "errata to the code" to correct demonstrated errors in provisions contained within the Building Code.

- Requires the commission to adopt rules for approving product evaluation entities in addition to the ones already listed and approved in current law, and clarifies that the commission may suspend any product evaluation entity.

The bill also:

- Allows local governments to use excess funds generated by building code enforcement fees (i.e., permit fees) for the construction of a building or structure that houses a local government's building department or provides training programs for building officials, inspectors, or plans examiners.
- Prohibits a local government from requiring a contract between a builder and an owner as a condition to apply for or obtain a building permit.
- Specifies that a local government may not use preliminary maps issued by the Federal Emergency Management Agency for any law, ordinance, rule, or other measure that has the effect of imposing land use changes or permits.

The bill makes several changes to current law pertaining to licensed individuals providing private building inspection services, known as "private providers." Current law allows contractors and property owners to hire licensed building code administrators, engineers, and architects to review building plans, perform building inspections, and prepare certificates of completion. The bill makes the following changes to the private provider statute:

- Expressly authorizes private providers to conduct virtual building inspections.
- Allows private providers to submit various inspection forms, records, and reports electronically to local building departments and utilize electronic signatures.
- Allows private providers to conduct "single-trade inspections," as defined in the bill.
- Authorizes private providers to conduct emergency inspection services.

Additionally, the bill expressly authorizes local governments and school districts to use private providers for public works projects and improvements to any building or structure. Finally, the bill amends the Community Planning Act to prohibit local governments from adopting land development regulations that regulate specific building design elements (such as exterior color and cladding, ornamentation, styling of windows and doors, etc.) for single- and two-family dwellings. However, certain exceptions are provided that allow local governments to regulate such building design elements when:

- The dwelling is a historic property or located in a historic district, a community redevelopment area, or a planned unit development or master planned community.
- The regulations are adopted in order to implement the National Flood Insurance Program or to ensure protection of coastal wildlife.
- The regulations are adopted in accordance with the procedures for adopting local amendments to the Building Code.
- The dwelling is located within the jurisdiction of a local government with a design review board or architectural review board

SB 430 – PETROLEUM FUEL MEASURING DEVICES

The bill preempts regulation of petroleum fuel measuring devices to the State, and provides that the DACS may only impose penalties for violations of petroleum fuel measuring device rules if an owner or operator of a device has failed to install or implement permissible security measures or places a device back in

service before it is in compliance with the permissible security measures. The bill also clarifies that the DACS may not impose a penalty against an owner or operator of a petroleum fuel measuring device if sufficient evidence is provided to demonstrate that noncompliance is the result of damage or alteration after repair by the owner or operator of the device.

HB 463 – COMMUNITY ASSOCIATION POOLS

The bill exempts from supervision by the Department of Health (DOH) swimming pools serving homeowners' associations and other property associations that have no more than 32 units or parcels and are not operated as public lodging establishments. Under the bill, swimming pools in such communities are not required to have a permit issued by the DOH. The bill authorizes the DOH to supervise such pools when necessary to ensure water quality and for required safety features, such as an anti-entrapment system or device, systems or devices that protect against evisceration and body-and-limb suction entrapment, and systems that cease the operation of the pump when a blockage is detected. Under the bill, the DOH may impose fines of up to \$500 per violation. The bill also authorizes the county health department or the DOH to bring an action to abate or enjoin the use of an exempted public swimming pool that is a nuisance because it presents a significant risk to public health by failing to meet sanitation and safety standards.

HB 487- GROWTH MANAGEMENT

The bill allows an entity created by interlocal agreement to acquire title to any water or wastewater plant utility facility, or property, which was acquired by the use of eminent domain, if 10 or more years have passed since the date of acquisition by eminent domain. The bill increases the maximum acreage of a small-scale comprehensive plan amendment from 10 acres to 50 acres and increases the maximum acreage for a small-scale comprehensive plan amendment within a rural area of opportunity from 20 acres to 100 acres.

The bill also provides that any landowner with a development order existing before the incorporation of a municipality may elect to abandon the development order and develop the vested density and intensity contained therein pursuant to the municipality's comprehensive plan and land development regulations so long as the vested uses, density, and intensity are consistent with the municipality's comprehensive plan, and all existing concurrency obligations in the development order remain valid.

SB 566 – MOTOR VEHICLE RENTALS

The bill creates taxation, insurance, and operational requirements for peer-to-peer car-sharing programs. The tax provisions of the bill:

- Clarify that Florida's 6 percent sales tax applies to a peer-to-peer car-sharing program.
- Require the peer-to-peer car-sharing program to collect and remit the sales tax due.
- Impose a \$1 per day or any part of the day surcharge on each peer-to-peer car-sharing program agreement. The surcharge applies to the first 30 days of the car sharing period.
- Require the peer-to-peer car-sharing program to collect the surcharge due.
- Require the peer-to-peer car-sharing program to attribute the surcharge revenue to the county corresponding to the car-sharing start time location for purposes of reporting surcharge revenue

The insurance provisions of the bill:

- Require the peer-to-peer car-sharing program to ensure the shared vehicle owner and shared vehicle driver are insured during each car-sharing period under a motor vehicle insurance policy that provides minimum statutory requirements for property damage liability, bodily injury liability, personal injury protection, and uninsured and underinsured vehicle insurance coverages.
- Specify the peer-to-peer car-sharing program may satisfy compliance with minimum statutory insurance coverages by a motor vehicle insurance policy maintained by the shared vehicle owner, shared vehicle driver, the peer-to-peer car-sharing program, or a combination of all three.
- Specify that the motor vehicle insurance policy used by the peer-to-peer car-sharing program to satisfy minimum statutory insurance coverages is primary in the event of a claim. The insurer or peer-to-peer car-sharing program providing the required coverage assumes primary liability for a claim when a dispute exists over who was in control of the shared vehicle at the time of the loss, or a dispute exists over whether the shared vehicle was returned to the agreed-upon location specified in the peer-to-peer car-sharing programs agreement. The peer-to-peer car-sharing program assumes liability in the event of a coverage lapse by the shared vehicle owner or shared vehicle driver.
- Provides that a peer-to-peer car-sharing program may maintain one or more motor vehicle insurance policies which provide coverage for liabilities assumed by the peer-to-peer car-sharing program under a peer-to-peer car-sharing program agreement, liability of the shared vehicle owner, liability of the shared vehicle driver, damage or loss to the shared motor vehicle, or damage, loss, or injury to persons or property to satisfy minimum statutory requirements for personal injury protection and uninsured and underinsured insurance coverage.
- Specifies the peer-to-peer car-sharing program assumes liability during the car-sharing period of a shared vehicle owner for bodily injury or property damage to a third party or uninsured and underinsured motor or personal injury losses. The peer-to-peer car-sharing program does not assume liability when a shared vehicle owner makes an intentional or fraudulent material representation or omission before the car-sharing period in which the loss occurs, or the shared vehicle owner acts in concert with shared vehicle driver who fails to return the shared vehicle in accordance with the peer-to-peer car-sharing program agreement.
- Provide that the peer-to-peer car-sharing program and the shared vehicle owner are exempt from vicarious liability consistent with federal law.
- Provide that an authorized motor vehicle insurer may exclude any coverage and the duty to defend or indemnify any claim under a shared vehicle owner's motor vehicle insurance policy.

The operational provisions of the bill:

- Require the peer-to-peer car-sharing program to provide notice to a shared vehicle owner upon registration, that if the shared vehicle has a lien against it, use of the shared vehicle in the peer-to-peer car-sharing program may violate the terms of the contract with the lienholder.
- Require the peer-to-peer car-sharing program to keep and retain specified records relating to the facilitation of claim coverage investigation, settlement, negotiation, or litigation.
- Require the peer-to-peer car-sharing program to provide notice of specified matters to the shared vehicle owner and shared vehicle driver, including the rates of the peer-to-peer car-sharing program contract and the peer-to-peer car-sharing programs' right to seek indemnification and make defenses.
- Require that the shared vehicle driver has a current, valid driver's license or be otherwise authorized to drive.

- Specify the peer-to-peer car-sharing program has sole responsibility for equipment put in or on the shared vehicle for purposes of monitoring or facilitating the peer-to-peer car-sharing transactions.
- Require the peer-to-peer car-sharing program to verify the shared vehicle has been repaired pursuant to any safety recalls, provide notice to the shared vehicle owner of recalls, and remove unrepaired shared vehicles from the peer-to-peer car-sharing program.

HB 735 – PREEMPTION OF LOCAL OCCUPATIONAL LICENSING

The bill expressly preempts the licensing of occupations to the state and supersedes any local government licensing of occupations, with the exception of local government licensing of occupations authorized by general law or occupational licenses imposed by a local government before January 1, 2021. However, the exception for local government licensing imposed by a local government expires July 1, 2023. Local government occupational licensing requirements in place by January 1, 2021 may not be increased or modified thereafter.

The bill specifically prohibits local governments from requiring a license for a person whose job scope does not substantially correspond to that of a contractor or journeyman type licensed by the Construction Industry Licensing Board, within the Department of Business and Professional Regulation. It specifically precludes local governments from requiring a license for: painting, flooring, cabinetry, interior remodeling, driveway or tennis court installation, handyman services, decorative stone, tile, marble, granite, or terrazzo installation, plastering, stuccoing, caulking, and canvas awning and ornamental iron installation.

The bill authorizes counties and municipalities to issue journeyman licenses in the plumbing, pipe fitting, mechanical, and HVAC trades, as well as the electrical and alarm system trades, which is the current practice by counties and municipalities. As a result of this authorization in general law, local journeyman licensing is excepted from the preemption of local licensing to the state under the bill.

HB 805 – VOLUNTEER AMBULANCE SERVICES

The legislation authorizes vehicles for certain not-for-profit faith based volunteer ambulance services to display red lights and operate emergency lights and sirens while responding to an emergency. The legislation provides legislative finding that it is in the public health interest to foster the development of emergency medical services that address religious sensitivities and recognizes the value of augmenting existing county and municipal emergency medical services with those provided by volunteer service organizations. The bill prohibits county and municipal governments from limiting, prohibiting, or preventing volunteer ambulance services from responding to emergencies to providing emergency medical services or transport; and from requiring volunteer ambulance services to obtain a license or certificate or pay a fee.

HB 919 – PREEMPTION OVER RESTRICTION OF UTILITY SERVICES

The bill prohibits municipalities, counties, special districts, or other political subdivisions from enacting or enforcing a resolution, ordinance, rule, code, or policy that restricts or prohibits, or has the effect of restricting or prohibiting the types or the fuel sources of energy production used, delivered, converted, or supplied to customers by:

- Public or electric utilities;
- Entities created pursuant to an interlocal agreement that generate, sell, or transmit electrical energy;
- Natural gas utilities or transmission companies; or
- Liquid petroleum gas dealers, dispensers, or cylinder exchange operators. The bill expressly states that a municipality's board or a governmental entity is not prevented from passing rules, regulations, or policies governing an electric or natural gas utility that it owns or operates and directly controls.

The bill further states that it does not expand or alter the jurisdiction of the Public Service Commission over public or electric utilities. The bill voids any charter, resolution, ordinance, rule, code, policy, or action by any municipality, county, special district, or political subdivision, existing on or before the bill's effective date, which is preempted by this bill.

HB 1059 – CONSTRUCTION PERMITS

The bill makes various changes to the ways in which local enforcement agencies receive and process building permit applications. Specifically, the bill requires local enforcement agencies to:

- Allow building permit applications, including payments, attachments, drawings, and other documents, to be submitted electronically.
- Post the current status of every building permit application received on its website.
- Post the agency's procedures for reviewing, processing, and approving building permit applications on its website.
- Review additional information for an application for a development permit or development order within a certain time-period.
- Allow building permit applicants 10 business days to correct an application for a single family residential dwelling that was initially denied by the local enforcement agency.
- Reduce permit fees by specified amounts after failing to meet statutory deadlines for reviewing certain building permit applications. Finally, the bill prohibits government entities, which enforce the Building Code, from requiring a copy of a contractor's contract with owners, subcontractors, or supplier in order to obtain a building permit for projects on commercial property.

SB 1120 – TELEPHONE SOLICITATION

This bill requires all sales telephone calls, text messages, and direct-to-voicemail transmissions to have the receiving consumer's prior express written consent if the call will be made using an automated machine to dial the recipient's phone number, or will play a recorded message upon connection with the recipient. The bill creates a rebuttable presumption that a sales call made to a Florida area code is made either to a Florida resident or to a person in this state at the time of the call. The bill creates a private right of action to enforce the above provisions. An aggrieved party may petition a court to enjoin the violating party. A prevailing plaintiff may recover the greater sum of either their actual monetary damages or \$500. Additionally, a court may increase damages by up to three times, for a willful or knowing violation. The bill amends the Florida Telemarketing Act to prohibit telephone sellers or salespersons from calling consumers outside of the hours between 8 a.m. and 8 p.m. in the consumer's time zone, and prohibits telephone sellers or salespersons from contacting consumer on the same subject matter more than three times in a 24-hour period. The bill clarifies that calls made through an automated dialer or recorded message are subject to the same prohibitions. The bill also creates a crime punishable as a second-degree

misdeemeanor that prohibits telephone sellers or salespersons from using technology that displays a spoofed phone number in order to conceal the caller's identity from the call recipient

SB 1126 – DEPARTMENT OF TRANSPORTATION

The bill also repeals the Multi-use Corridors of Regional Economic Significance (M-CORES) program and related provisions and instead creates programs related to arterial highway projects.

SB 1194 – TRANSPORTATION

Authorizes a municipal or county governing body to abandon roads and rights of way dedicated in a recorded residential subdivision plat and to simultaneously convey the municipality's or the county's interest to a community development district under specified conditions.

- Precludes a governmental entity from prohibiting a bid relating to the entity's procurement of certain contractual services from vendors holding specified certificates or licenses.
- Provides that with respect to any port that has received or is eligible to apply for or receive certain state seaport funding, a local ballot initiative or referendum may not restrict maritime commerce in such port based on specified but unlimited factors. These provisions apply retroactively and prospectively, prohibiting, rendering void, and preempting to the state any conflicting initiative or referendum.
- Authorizes on roadways with a posted speed limit of 55 miles per hour or higher: o Construction equipment in a work zone to display a combination of flashing green, amber, and red lights during periods when workers are present. o Flashing lights on vehicles during periods of extremely low visibility.
- Increases the penalties for violations of a prohibition against modification of a motor vehicle exhaust system so that the noise emitted by the motor vehicle is above that emitted by the vehicle as originally manufactured.
- Substitutes an affidavit with an attestation on a form provided by the Florida Department of Highway Safety and Motor Vehicles (DHSMV) as a requirement for an insurance company to receive from the DHSMV a salvage certificate of title or certificate of destruction for motor vehicles and mobile homes.
- Clarifies that the types of vehicles authorized to elect a permanent registration period are rental vehicles, making clear that the authorization does not apply to leased vehicles.
- Requires motor vehicle dealer licensees to deliver to the DHSMV copies of renewed, continued, changed, or new insurance policies, surety bonds, or irrevocable letters of credit within 10 days after any renewal, continuation, change, or new issuance of the same, ensuring continuous insurance coverage.
- Removes a prohibition against the Miami-Dade County metropolitan planning organization (MPO) from assessing fees against governmental-entity members of the MPO.
- Dissolves the inactive Northwest Florida Transportation Corridor Authority and repeals part III of ch. 343, F.S., under which the authority was established.
- Authorizes a mayor to appoint a specified designee to attend a Tampa Bay Area Regional Transit Authority (TBARTA) meeting to act in his or her place with full voting rights on all issues, revising quorum requirements for the TBARTA board, revises the organization of the Chair's Coordinating Committee (CCC), removes the requirement for the TBARTA to provide administrative support and direction to the CCC, and removes obsolete language.

- Increases the number of the Governor's appointees to the Greater Miami Expressway Authority from three to four, one of which must be member of the Miami-Dade County MPO, and providing for staggered terms.
- Prohibits the Central Florida Expressway Authority from constructing any extensions, additions, or improvements to the Central Florida Expressway System in Lake County without prior consultation with, rather than consent of, the Secretary of Transportation.
- Increases from 40 years to 99 years an existing limitation on the term of a lease into which the Jacksonville Transportation Authority may enter.
- Revises provisions relating to an annual cap on the Florida Department of Transportation's (FDOT) authorization to enter into contracts for innovative transportation projects.
- Amends financial statement requirements relating to applications for certificates of qualification to bid on contracts for the performance of work for the FDOT under certain construction contracts.
- Excludes certain airports from the prohibition against the same entity performing design and performing construction engineering and inspection services on a project funded by the FDOT and administered by a local governmental entity.
- Substantially revises provisions relating to the State Arbitration Board, which hears claims for additional compensation arising out of construction and maintenance contracts between the FDOT and its contractors.
- Authorizes the FDOT to use surplus toll revenue to support public transportation projects that benefit the operation of high-occupancy toll lanes or express lanes on the State Highway System.
- Defines the term "borrow pit" and requires a borrow pit operator to provide a notice of intent to extract to the Florida Department of Environmental Protection; prohibits the FDOT, and its contractors and subcontractors, from purchasing or using specified substances extracted from a borrow pit unless conditions relating to compliance with existing statutory requirements and permitting are met; and requires the FDOT, if it determines substances are being obtained and used from a noncompliant borrow pit, to cease accepting any substances within 48 hours.
- Requires the FDOT to create and implement a publicly accessible electronic database for sign permit information; specifies requirements for the database; prohibits the department from furnishing permanent metal permit tags or replacement tags and from enforcing related provisions once the department creates and implements the database.

HB 1239 – BROADBAND INTERNET INFRASTRUCTURE

05/07/21 Approved by Governor

The bill creates the Broadband Opportunity Program, to award grants, subject to appropriation, to applicants who seek to install or deploy infrastructure that expands broadband service to unserved areas. The bill specifies the types of entities eligible for such grants, provides application requirements and evaluation criteria, and requires the office to enter into an agreement with each grant recipient that specifies performance conditions, including potential sanctions. The bill establishes a process by which an existing broadband provider may challenge a grant application on the grounds that the provider already offers or plans to offer service in the area at issue. The bill limits grant awards to 50 percent of the total cost of a project, but no more than five million dollars per grant, and prohibits grant awards for projects that receive other federal funding. The bill requires the office to prepare an annual report summarizing the activity under this program.

HB 1313 – DIGITAL DRIVER LICENSES AND IDENTIFICATION CARDS

The bill requires the Department of Highway Safety and Motor Vehicles (DHSMV) to establish a secure and uniform system for issuing optional digital proofs of driver licenses and identification cards. Under the bill, the DHSMV may contract with one or more private entities to develop an electronic credentialing system. The electronic credentialing system may not retain Internet Protocol addresses, geolocation data, or other information that describes the location, computer, computer system, or computer network from which a customer accesses the system. The bill prohibits a private entity from storing, selling, or sharing personal information collected by scanning a digital proof of driver license or identification card unless consent has been provided by the individual. The bill provides that, notwithstanding any law prescribing the design for, or information required to be displayed on, a driver license or identification card, a digital proof of driver license or identification may comprise a limited profile that includes only information necessary to conduct a specific transaction on the electronic credentialing system. The bill also provides that a person may not be issued a digital proof of driver license or identification card until he or she satisfies all requirements for issuance of the respective driver license or identification card and has been issued a printed driver license or identification card. The bill establishes penalties for a person who manufacturers or possesses a false digital identification card.

HB 1377 – LIMITATION ON ASSESSMENT OF REAL PROPERTY USED FOR RESIDENTIAL PURPOSES

05/11/21 Signed by officers and filed with the Governor

The legislation proposes an amendment to the Florida constitution to authorize the Legislature to prohibit an increase in the assessed value of residential property as a result of any change or improvement made to improve the property's resistance to flood damage.

HB 1463 – DEPARTMENT OF ECONOMIC OPPORTUNITY

05/07/21 Signed by officers and approved by the Governor

Community Development Grant Program

The bill expands the grant categories that applicants may compete for funding under the Florida Small Cities Community Development Block Grant (CDBG) Program, increases the percentage of CDBG funds that the DEO may set aside annually for use in local government jurisdictions for which an emergency or natural disaster has been declared, and removes distribution limitations. The bill repeals a provision that limits the number of grant applications a local government may submit during each CDBG cycle, as well as a provision that requires unused economic development grant funds to be awarded on a first come, first serve basis. The DEO is authorized to prohibit an applicant from receiving a grant or to penalize an applicant in the rating of a current application under certain circumstances. The bill also requires local governments to expedite the approval of building permits applied for by contractors on behalf of a property owner participating in the CDBG-Disaster Recovery program

Workforce and Reemployment

The bill provides that the DEO, for Fiscal Year 2021-2022, must take actions to modernize the reemployment assistance information system to support the efficient distribution of benefits and the effective operation and management of the reemployment assistance program as provided in the General Appropriations Act.

SB 1884 – PREEMPTION OF FIREARMS AND AMMUNITION REGULATION

05/07/21 Approved by the Governor

SB 1884 revises the Legislature’s preemption of the field of the regulation of firearms and ammunition. Current law provides a person or certain organizations with the right to seek declaratory or injunctive relief and actual damages due to a local ordinance, regulation, measure directive, rule enactment, order, or written policy regulating firearms or ammunition. The bill provides that the right to maintain a legal action against a preempted local regulation applies even if the local regulation is unwritten.

SB 1954 – STATEWIDE FLOODING AND SEA LEVEL RESILIENCE

05/12/21 Approved by Governor

The bill establishes statewide programs for adaptation to flooding and sea level rise. The programs are intended to address flooding all across the state. The bill creates:

- The Resilient Florida Grant Program within the Department of Environmental Protection (DEP) to provide grants to counties or municipalities for community resilience planning, such as vulnerability assessments, plan development, and projects to adapt critical assets. The bill provides a comprehensive definition for “critical asset.” Specified information from such vulnerability assessments must be submitted to DEP.
- The Comprehensive Statewide Flood Vulnerability and Sea Level Rise Data Set and Assessment, which must be updated at least every five years. The bill requires DEP to:
 - o By July 1, 2022, develop a statewide data set, including statewide sea level rise projections, containing information necessary to determine the risks of flooding and sea level rise to inland and coastal communities.
 - o By July 1, 2023, develop a statewide assessment, using the statewide data set, identifying vulnerable infrastructure, geographic areas, and communities. The statewide assessment must include an inventory of critical assets.
- The Statewide Flooding and Sea Level Rise Resilience Plan. By December 1, 2021, and each December 1 thereafter, DEP must develop the plan on a three-year planning horizon and submit it to the Governor and Legislature. The plan must consist of ranked projects addressing the risks of flooding and sea level rise to communities in the state. The funding proposed in the plan may not exceed \$100 million in one year and is subject to review and appropriation by the Legislature. Each project must have a minimum 50 percent cost-share unless it assists or is within a financially disadvantaged small community, as defined in the bill. Counties, municipalities, and regional resilience entities are authorized to submit to DEP lists of proposed projects for inclusion in the plan, and water management districts and flood control districts are authorized to submit to DEP lists of proposed projects specifically relating to water supplies or water resources for inclusion in the plan. DEP must assess projects for inclusion in the plan by implementing a four-tiered scoring system specified in the bill. The bill authorizes DEP to provide funding to regional resilience entities for providing technical assistance to counties and municipalities, coordinating multijurisdictional vulnerability assessments, and developing project proposals for the statewide resilience plan. The bill requires DEP to initiate rulemaking by August 1, 2021, to implement the statewide resilience programs.

SB 2512 – DOCUMENTARY STAMP TAX DISTRIBUTIONS

Revises the Documentary Stamp Tax distributions of the remainder after distributions made to the Land Acquisition Trust Fund, Department of Revenue Administration cost, and the General Revenue Service Charge by:

- Adding a distribution of 5.4175 percent of the remainder to the newly created Resilient Florida Trust Fund to be used for the new Resilient Florida Program.
- Adding a distribution of 5.4175 percent of the remainder to the Water Sustainability and Accountability Program Trust Fund to be used for the wastewater grant program provided in s. 403.0673, F.S.
- Amending the distributions made to the State Housing Trust Fund and Local Government Housing Trust Fund to 9.70254 percent of the remainder. Also, prevents funds distributed to the State Housing Trust Fund and the Local Government Housing Trust Fund from being transferred to General Revenue.

Amends the use of the Water Protection and Sustainability Program Trust Fund to authorize the fund to be used for the wastewater grant program.

HB 7017 – FOREIGN INFLUENCE

The bill requires greater disclosure of foreign support for public entities, scrutiny of grant applicants and vendors of goods and services with certain foreign connections, and thorough scrutiny of foreign applicants for research positions and of foreign travel and activities of employees of major research institutions. Specifically, the bill requires:

- State agencies and political subdivisions to disclose all foreign donations and grants of \$50,000 or more to the Department of Financial Services;
- Applicants for grants from, or those proposing contracts with state agencies and political subdivisions to disclose all foreign financial connections with any of seven countries of concern;
- Department of Management Services to screen vendors participating in the online procurement system at least once every five years; and
- Universities and colleges, including their direct-support organizations and other affiliates, to disclose all foreign donations and grants of \$50,000 or more to either the Board of Governors of the State University System or the Florida Department of Education.

The bill also:

- Prohibits agreements between certain state entities and the seven countries of concern if the agreement contains certain provisions or requirements; and
- Requires thorough screening of foreign applicants for research positions and foreign travel and activities of employees for every higher education institution and related research institutes having a research budget of \$10 million or more.

HB 7061 – TAXATION

05/21/21 Approved by Governor

Sales Tax

- The bill provides a 10-day “back-to-school” tax holiday from July 31, 2021, through August 9, 2021, for certain clothing, school supplies, and personal computers.
- The bill provides a 10-day “disaster preparedness” tax holiday from May 28, 2021, through June 6, 2021, for specified disaster items.
- The bill provides a 7-day “recreation” tax holiday from July 1, 2021, through July 7, 2021, for admissions to certain events and purchases of sports equipment, outdoor supplies and items, boating and water activities supplies, camping supplies, and fishing supplies.
- The bill creates a sales tax exemption for independent living items, exempting grab bars, bed transfer handles, bed rails, and shower seats.
- The bill allows businesses to pay sales tax on behalf of their customers.
- The bill extends the date from 2022 to 2027 in which a data center may qualify to receive an exemption certificate that allows the owner or tenants of a data center to purchase certain personal property or electricity exempt from sales tax.

Ad Valorem Tax

- The bill increases the discount for multi-unit property used for affordable housing from 50 percent to 100 percent.
- The bill clarifies the property tax treatment of property damaged by calamity or disaster.
- The bill provides two situations when title to homestead property may change without the property being reassessed at just value.
- The bill provides property tax exemptions for certain property used for educational purposes.
- The bill clarifies the tax treatment of property that is partially exempt.
- The bill implements HJR 1377 (SJR 1182) related to flood mitigation by providing an assessment limitation for properties that are voluntarily elevated. These provisions become effective if HJR 1377 is approved by the electors at the general election in November of 2022.
- The bill repeals charitable hospital reporting requirements.

SB 72 – CIVIL LIABILITY FOR DAMAGES RELATING TO COVID-19

03/29/21 Approved by Governor

Liability Protections for COVID-19-Related Claims

For a claim against a person, business, or other entity, but generally not a health care provider, the bill establishes preliminary requirements that a plaintiff must complete before the case may proceed. A court must determine whether:

- The complaint was pled with particularity.
- The complaint is supported by a physician’s affidavit attesting to the physician’s belief, within a reasonable degree of medical certainty, that the defendant caused, through acts of omissions, the plaintiff’s damages, injury, or death. If the plaintiff did not meet these requirements, the court must dismiss the action, but the plaintiff may correct the deficiencies and refile the claim.
- The defendant made a good faith effort to substantially comply with authoritative or controlling health standards when the actions accrued.

If the court determines that the defendant made the requisite good faith effort, the defendant is immune from civil liability. However, if the court determines that the defendant did not make the requisite good

faith effort, the lawsuit may proceed. If the defendant is not immune, the plaintiff must meet the heightened standard of proving that the defendant's acts or omissions were grossly negligent by the clear and convincing evidence standard.

Liability Protections for Health Care Providers

The liability protections for COVID-19-related claims against a health care provider mainly relate to claims:

- Arising from the diagnosis or treatment of a person for COVID-19;
- The provision of a novel or experimental COVID-19 treatment;
- The transmission of COVID-19; and
- The delay or cancellation of a surgery or medical procedure. To prevail in a claim against a health care provider, the plaintiff must plead the claim with particularity and generally must prove by the greater weight of the evidence that the health care provider was grossly negligent or engaged in intentional misconduct.

A COVID-19-related lawsuit against any type of defendant must be brought within 1 year after a cause of action accrues unless the cause of action occurred before the effective date of the bill. However, if a cause accrues before the effective date of the bill, the plaintiff has 1 year from the effective date of the act to bring the claim. While the bill takes effect upon becoming a law, it applies retroactively. However, the bill does not apply in a civil action against a particular named defendant to a suit filed before the bill's effective date.

SB 2510 — STATE AGENCY LAW ENFORCEMENT RADIO SYSTEM BY APPROPRIATIONS

The bill (Chapter 2021-3, L.O.F.) extends the expiring (July 1, 2021) \$3 surcharge on all noncriminal moving traffic violations and specified criminal offenses to continue supporting costs for the Statewide Law Enforcement Radio System until July 1, 2026. The surcharge generates approximately \$4 million annually for the Law Enforcement Radio System Trust Fund to support the administrative functions and enhancement to the system.

HB 0003 HOME BOOK DELIVERY FOR ELEMENTARY STUDENTS

Research shows that providing books to students both empowers parents to engage with their child's reading activities and improves students' reading skills. The bill creates the New Worlds Reading Initiative, Florida's first statewide book distribution program, to provide at-home literacy supports for elementary school students reading below grade level. Under the initiative, a hardcopy book is delivered on a monthly basis to eligible students enrolled in a participating school district. Their parents are provided with resources to help improve the student's reading skills and instill a love of reading.

The Department of Education (DOE) must designate a state university, registered as an eligible nonprofit scholarship-funding organization and that meets certain criteria, to administer the initiative. The statewide administrator must curate the books to be distributed and coordinate book delivery either directly or through a book distribution company. The statewide administrator must also develop a suite of digital tools parents may use to help their children improve their reading skills.

School districts and nonprofit, community organization partners are responsible for identifying eligible students and raising awareness of the initiative. Eligible students include those having a substantial

reading deficiency or reading below grade level based on statewide, standardized assessments. Students remain in the initiative until they are promoted to 6th grade or their parent opts out.

Beginning September 30, 2022, and annually thereafter, the DOE must report on its website the number of students participating in the initiative in each school district and the academic achievement and learning gains, as applicable, of participating students based on data provided by school districts. The department must establish a date by which each school district must annually provide the data necessary to complete the report.

The bill requires that books be provided at no cost to families. Based on the most recent statewide, standardized English Language Arts assessment results, it is estimated that, at a minimum, over 557,344 kindergarten through grade 5 students would be eligible to participate in the initiative. The bill establishes the funding mechanism for the payment and delivery of these books through eligible tax credit contributions. Any necessary start-up costs associated with the implementation of the New Worlds Reading Initiative will be dependent upon an appropriation provided by the Legislature in the Fiscal Year 2021-2022 General Appropriations Act

HB 0005 CIVIC EDUCATION CURRICULUM

The bill revises the social studies credit requirement for high school graduation. The bill requires that the United States Government course include a comparative discussion of political ideologies that conflict with the principles of freedom and democracy in the nation's founding principles.

To help students understand their roles, rights, and responsibilities as residents of the state, the bill requires the Florida Department of Education (DOE) to develop or approve an integrated civic education curriculum for public school students in kindergarten through grade 12. The bill provides requirements for the civic education curriculum to aid in students' development of civic responsibility and knowledge. As part of the curriculum requirements, the State Board of Education is required to develop civic-minded expectations for an upright citizenry.

The bill also requires the DOE to curate oral history resources for use alongside the civic education curriculum. The Department of Education indicates that any fiscal impact of the bill can be absorbed within existing resources.

SB 0046 CRAFT DISTILLERIES

The bill revises the licensing requirements for craft distilleries. The bill permits certain craft distilleries to qualify for a vendor's license for the sale of beer, wine, and liquor if the craft distillery is located on a property within a destination entertainment venue, as defined by the bill, and open for tours during normal business hours. Under current law, a manufacturer of craft distilleries, such as a craft distillery, may not qualify for a vendor's license unless an exemption from the prohibition is provided by law.

The bill increases the production limit for distilleries to qualify as craft distilleries from 75,000 gallons per year to 250,000 gallons per year. Craft distilleries may only sell up to 75,000 gallons of branded products in gift shops or tasting rooms and may not ship products to customers. A maximum of 10 craft distilleries meeting certain requirements may share common ownership.

Effective July 1, 2026, a minimum of 60 percent of a craft distillery's total finished branded products must be distilled in the state and contain one or more of Florida's agricultural products. Under the bill, craft

distilleries must keep records of all alcoholic beverages received from within or outside the state for a period of three years. The bill also allows craft distilleries to qualify for a permit to conduct tastings at Florida fairs, trade shows, farmers markets, expositions, and festivals.

If approved by the Governor, these provisions take effect July 1, 2021.

SB 0052 POSTSECONDARY EDUCATION

Vote: Senate 26-14; House 83-32

CS/CS/SB 52 contains provisions to help postsecondary institutions provide certain educational and financial benefits and support to students and employees. Specifically, the bill:

- Removes the restriction that Florida Postsecondary Comprehensive Transition Program (FPCTP) grant funds be used only for start-up and enhancement costs and removes the maximum annual award for the grants.
- Clarifies that postsecondary tuition and fee exemptions apply to a student who is currently in the custody of the Department of Children and Families or a specified relative or nonrelative, or who was at the time he or she reached 18 years of age.
- Establishes the Dual Enrollment Scholarship Program to reimburse eligible postsecondary institutions for tuition and related costs for dual enrollment courses taken by private, public, and home-schooled students, and specifies reporting deadlines.
- Authorizes a university board of trustees, subject to approval by the Board of Governors, to target certain employees for bonuses by implementing a bonus scheme based on awards for work performance or employee recruitment and retention.

For the 2021-2022 fiscal year, the Dual Enrollment Scholarship Program is estimated to cost \$28.5 million.

SB 0056 COMMUNITY ASSOCIATION ASSESSMENT NOTICES

The bill provides additional notice requirements for condominium, cooperative, and homeowners' associations when collecting assessments. For community associations that send out invoices for assessments or statements of the account to unit or parcel owners, the bill revises how an association may deliver and change its method of delivery:

- Requires any invoice for assessments or statement of account to be sent by first-class mail or electronic transmission to the owner's email address maintained in the association's official records.
- Requires the association, before changing the method of delivery for any invoice for assessment or statement of account, to deliver the written notice of such change to the owner.
- Requires the notice to be sent by first-class mail and delivered to the owner's address maintained in the association's official records at least 30 days before the delivery method is changed.
- Requires the owner to affirmatively acknowledge his or her understanding that the association has changed its method of delivering the invoice for assessment or statement of account to delivery by electronic transmission before the association may change its method of delivery.
- Requires the owner's affirmative acknowledgment to be maintained by the association as an official record, but such record is not accessible to other owners as an official record.

The bill provides that community associations may not require the payment of attorney fees related to past due assessments without first delivering a written notice of late assessment to the unit or parcel

owners. The written notice must specify the amount owed and allow the owner to pay past due assessments without paying additional attorney fees. The bill provides the form of this written notice. The bill authorizes the use of a sworn affidavit as the method for associations to provide a rebuttable presumption that the association complied with these notice and delivery requirements for the notice of late assessment.

The bill also increases the period of time a condominium or cooperative unit owner has to pay a monetary obligation after receiving an association's Notice of Intent to Record a Claim of Lien. This period is increased by the bill from 30 days to 45 days. The bill revises the timeframe for condominium and cooperative unit owners to conform to current law's 45-day payment period to parcel owners in a homeowners' association.

HB 0059 GROWTH MANAGEMENT

Under current law, local governments create and adopt local comprehensive plans to control and direct land use and development within a county or municipality. The Department of Economic Opportunity oversees the local comprehensive plan system at the state level. Notwithstanding, local governments in the state retain ample independence in the substance of land use regulation of private property within their jurisdiction. The bill amends various sections of Florida law related to local government regulation of land, which is commonly referred to as "growth management."

Comprehensive Plans

The bill amends s. 163.3167, F.S., to provide that all local comprehensive plans effective, rather than adopted, after January 1, 2016, and all land development regulations adopted to implement the plan, must incorporate development orders existing before the plan's effective date, may not impair the completion of a development order, and must vest the density and intensity approved on the effective date of the comprehensive plan.

Property Rights Element

The bill requires all local governments to adopt a property rights element in their comprehensive plans. The bill provides a model statement of property rights a local government may adopt to satisfy this requirement. Notwithstanding, a local government may adopt a distinct property rights element as long as it does not conflict with the model statement. This bill provision instructs local governments to consider certain private property rights when regulating land. The bill directs local governments to adopt this element by the earlier of its next proposed plan amendment initiated after July 1, 2021, or the date of its next comprehensive plan evaluation, as required by s. 163.3191, F.S.

Altering a Development Agreement

The bill provides that a development agreement between a local government and a party, or its designated successor in interest, may be amended or canceled without securing the consent of parcel owners that were initially subject to the development agreement unless the amendment directly modifies the land uses of an owner's property.

Department of Transportation

The bill requires the Department of Transportation, when disposing of surplus real property, to give the property's prior owner the right of first refusal to purchase the property. This right of first refusal only applies to the department's disposal of property acquired within 10 years before the date of disposition.

Developments of Regional Impact

The bill specifies that development agreements for certain developments of regional impact that are classified as "built out" may be amended using the processes adopted by local governments. Any such amendment may authorize the developer to exchange approved land uses if the developer demonstrates that the exchange will not increase impacts to public facilities. This applies to such agreements and amendments effective on or after April 6, 2018.

SB 0064 RECLAIMED WATER

The bill requires domestic wastewater utilities that dispose of effluent, reclaimed water, or reuse water by surface water discharge to:

- Submit a plan to the Department of Environmental Protection (DEP) to eliminate nonbeneficial surface water discharges by November 1, 2021;
- Fully implement the plan to eliminate discharges by January 1, 2032; and
- If no plan is timely submitted or approved, eliminate discharges by January 1, 2028.

The bill requires DEP to submit a report to the Legislature by December 31, 2021, and annually thereafter, providing the average gallons per day that discharges are reduced, the average gallons per day of discharges that will continue, the level of treatment discharged water receives, and any modified or new plans submitted by a utility since the last report.

The bill does not apply to domestic wastewater treatment facilities in certain areas with limited fiscal resources and those operated by certain mobile home park operators. The bill authorizes discharges that are being beneficially used or otherwise regulated, including:

- Discharges associated with an indirect potable reuse project;
- Permitted wet weather discharge;
- Discharges into a stormwater management system, which are subsequently withdrawn for irrigation purposes;
- Utilities that operate domestic wastewater treatment facilities with reuse systems that reuse at least 90 percent of a facility's annual average flow; or
- Discharges that provide direct ecological or public water supply benefits.

The bill also:

- Specifies that potable reuse is an alternative water supply, for purposes of making reuse projects eligible for alternative water supply funding;
- Incentivizes the development of potable reuse projects;
- Incentivizes residential developments that use graywater technologies; and
- Specifies the total dissolved solids allowable in aquifer storage and recovery in certain circumstances.

SB 0076 INSURANCE

Prohibited Property Insurance Practices by Contractors

The bill prohibits contractors, and persons acting on behalf of contractors, from:

- Soliciting residential property owners through prohibited advertisements, which are communications to a consumer that encourage, instruct, or induce a consumer to contact a contractor to file an insurance claim for roof damage;
- Offering the residential property owner consideration to perform a roof inspection or file an insurance claim;
- Offering or receiving consideration for referrals when property insurance proceeds are payable;
- Unlicensed public adjusting; and
- Providing an authorization agreement to the insured without providing a good faith estimate.

The above acts are subject to license discipline by the Department of Business and Professional Regulation and a \$10,000 fine per violation. The bill provides that the residential property owner may void the contract with the contractor within 10 days of its execution if the contractor fails to provide notice to the residential property owner of the contractor's prohibited practices.

The bill prohibits licensed contractors and subcontractors from advertising, soliciting, offering to handle, handling, or performing public adjuster (PA) services without a license. The prohibition does not prohibit the contractor from recommending that the consumer consider contacting his or her insurer to determine if the proposed repair is covered by insurance.

The bill prohibits a PA, PA apprentice, or person acting on behalf of a PA or PA apprentice, from offering financial inducements for allowing a roof inspection of residential property or making an insurance claim for roof damage. The bill also prohibits them from offering or accepting consideration for referring services related to a roof claim. Each violation subjects the PA or PA licensee to up to a \$10,000 fine. Unlicensed persons not otherwise exempted from PA licensure commit the unlicensed practice of public adjusting when they do these prohibited acts, and are subject to a \$10,000 fine per act and the criminal penalty for unlicensed activity.

Regulatory Oversight of Property Insurers

The bill requires insurers to annually file, with the Office of Insurance Regulation (OIR), specified data on residential and commercial property insurance closed claims. The bill requires that any fee, commission, or consideration paid to an affiliate must be fair and reasonable. In determining whether the consideration is "fair and reasonable," the OIR must consider the actual cost of the service being provided and may consider other factors. Companies that pay affiliates must provide to OIR any information the office deems necessary.

The bill removes the underwriting exemption for a contract between an insurer and a managing general agent (MGA) when the MGA is controlled by, or a controlling person of, an insurer with which it contracts. The bill removes the examination exemption for an MGA that represents a single domestic insurer, allowing the OIR to examine such MGA as if the MGA were the insurer.

The bill specifies that when OIR examines an insurer that is part of an insurance holding company, the insurer must pay the expense of examination and the OIR may retain at the insurer's expense attorneys, actuaries, accountants, and other experts reasonably necessary to assist in the examination. The OIR may require such insurers to produce records, books, and other information in the possession of the insurer or its affiliates as are reasonably necessary. The OIR may examine the insurer's affiliates to obtain reasonably necessary information; however, such examination may not extend to the passive investors of

affiliates in the holding company system which do not provide services to, or have relationships with, the insurer.

Citizens Property Insurance Corporation

The bill provides that a personal lines residential risk seeking to be newly insured by Citizens Property Insurance Corporation (Citizens) is ineligible for coverage if it receives an offer of comparable coverage from an authorized insurer that is not more than 20 percent higher than the Citizens premium, rather than the current 15 percent eligibility threshold for new policyholders.

The bill increases the 10 percent cap (the "glide path") on Citizens rate increases by 1 percent annually beginning in 2022, until the cap reaches 15 percent in 2026. The bill specifies that Citizens' rate calculations must include the cost of reinsurance to cover its projected 100-year probable maximum loss, even when Citizens does not purchase reinsurance.

The bill requires that Citizens' budget allocations for employee compensation and all proposed raises for an employee exceeding 10 percent of their current salary must be approved by the Citizens board of governors. The bill requires Citizens to have an overall employee compensation plan approved by the board of governors.

Notice of Property Insurance Claims

The bill specifies a property insurance claim or reopened claim must be provided to the authorized or surplus lines insurer within 2 years of the date of loss. A supplemental claim is barred unless notice is provided to the insurer within 3 years after the date of loss. The bill clarifies that the date of loss for claims resulting from hurricanes, tornadoes, windstorms, severe rain, or weather-related events is the date a hurricane makes landfall or when the tornado, windstorm, severe rain, or another type of weather-related event is verified by the National Oceanic and Atmospheric Administration (NOAA).

Lawsuits Arising Under Property Insurance Policies

The bill creates a framework for all suits not brought by an assignee arising under a residential or commercial property insurance policy, including surplus lines policies. A claimant must provide DFS with written notice of intent to initiate litigation at least 10 business days before filing suit. The notification must be made on a form provided by DFS and may not be given before the earlier of the insurer's denial of coverage or the expiration of the 90-day period to adjust a claim under s. 627.70131, F.S. The notice must detail the alleged acts or omissions of the insurer giving rise to the suit. If the insurer denied coverage, the notice must include an estimate of damages. If the insurer did not deny coverage, notice must include a presuit settlement demand that itemizes damages, attorney fees, costs, and the disputed amount. The notice may include supporting documents. The notice and supporting documents are admissible only in a proceeding regarding attorney fees. A court must dismiss without prejudice any claimant's suit if the claimant has not complied with the requirement to provide 10 business days' notice of intent to initiate litigation.

The insurer must respond in writing within 10 business days after receiving notice of intent to initiate litigation. If the insurer denied coverage, the insurer must either accept coverage, deny coverage, or assert the right to re-inspect the property within 14 business days. If the notice alleges the insurer did an act other than denying coverage, the insurer must respond by making a settlement offer or requiring the claimant to participate in an appraisal or another method of alternative dispute resolution (ADR). If

appraisal or ADR is not concluded within 90 days after the 10-day notice of intent to initiate litigation, the claimant may immediately file suit.

The bill provides that, for lawsuits under surplus lines and authorized residential and commercial property insurance policies not brought by an assignee, attorney fees may only be awarded using the methodology created by the bill or when the court imposes sanctions under s. 57.105, F.S. Accordingly, claimants may no longer obtain attorney fees under s. 627.428, F.S., or s. 626.9373, F.S., nor may insurers recover attorney fees using an offer of judgment under s. 768.79, F.S.

Attorney fees and costs are awarded based on a formula that compares the amount obtained by the claimant in excess of the insurer's presuit settlement offer (exclusive of attorney fees and costs) with the disputed amount between the two parties (the difference between the claimant's presuit settlement demand and the insurer's presuit settlement offer, also exclusive of attorney fees and costs). If the amount obtained by the claimant in excess of the insurer's presuit settlement offer is:

- Less than 20 percent of the disputed amount, each party pays its own attorney fees and costs.
- At least 20 percent but less than 50 percent of the disputed amount, the insurer pays the claimant's attorney fees equal to the percentage of the disputed amount obtained times the total attorney fees and costs.
- At least 50 percent of the disputed amount, the insurer pays the claimant's full attorney fees and costs

Consolidation of Multiple Residential Property Suits

The bill requires each party that is aware of ongoing multiple actions, based upon coverage provided under the same residential property insurance policy for the same property and owners, must provide written notice to the court of the multiple actions. Once the court receives notice, it may order that the actions be consolidated and transferred to the court having jurisdiction based on the total amount in controversy of all consolidated claims. If multiple cases are pending in circuit courts, the cases may be consolidated based on the date the first case was filed.

SB 0082 SPONSORSHIP IDENTIFICATION DISCLAIMERS

The bill creates a comprehensive sponsorship disclaimer policy for most text message political advertisements, independent expenditures, and electioneering communications. Text messages must carry a sponsorship disclaimer, or a URL address or hyperlink to a website containing the disclaimer. The bill specifically exempts texts sent by individuals not being paid and without the assistance of mass distribution, or that require the recipient to sign-up or opt-in to receive it.

The bill requires those individuals and groups subject to texting disclaimer requirements to register and maintain an in-state registered agent for legal process. The bill condenses and reorganizes all text message and telephone disclaimer requirements into one easily identifiable statutory section.

HB 0131 EDUCATOR CONDUCT

The bill improves the processes, at the state and local level, by which educational personnel who commit sexual misconduct with a student would be prohibited from further contact with students. Additionally, the bill prohibits employment of such individuals in positions that have direct contact with students in public schools, charter schools, and private schools participating in the state scholarship program.

Prohibition From Employment

The bill prohibits employment of an individual at these schools if he or she was previously terminated or resigned in lieu of termination for sexual misconduct with a student. If the prohibited conduct occurs while employed, the employer must report the employee and the disqualifying circumstance to the Department of Education (DOE) for inclusion on the disqualification (DQ) list maintained by DOE, which prohibits individuals who have committed sexual misconduct with a student from being employed. Additionally, the bill provides a process for removing individuals from the DQ list.

Process Improvements

The bill requires the Commissioner of Education to make a probable cause determination within 90 days after receiving a legally sufficient complaint that involves sexual misconduct by any certificateholder (i.e. instructional personnel and administrators). Upon receiving a notification from an employer that the subject of a legally sufficient complaint resigns or is terminated before the conclusion of the investigation, the bill requires the DOE to place the person on the DQ list.

When an employee separates from employment due to termination or resignation in lieu of termination, the bill requires execution of an affidavit of separation explaining the facts and reasons for the separation and specifically a disclosure when the separation is due to sexual misconduct with a student. Before employing an individual in any position that requires direct contact with students, the bill requires the employment history check to include a review of each affidavit of separation from the applicant's previous employers.

The bill clarifies that charter schools are included in those educational entities law enforcement is required to notify when an employee is charged with a felony or misdemeanor involving the abuse of a minor child or the sale or possession of a controlled substance within 48 hours of the arrest. Upon such notification, for employees that had direct contact with students, the school must then notify parents within 24 hours and include the employee's name and specific charges for which he or she was arrested.

The bill does not appear to have a fiscal impact since any costs associated with DOE maintaining the unified DQ list can be absorbed within existing resources.

HB 0139 MOTOR VEHICLE AND VESSEL REGISTRATION DATA

The bill requires the Department of Highway Safety and Motor Vehicles (DHSMV) to provide integration of other tax collection systems used by tax collectors and their vendors with the Florida Real Time Vehicle Information System (FRVIS) with respect to motor vehicle, mobile home, trailer, and vessel registration renewals.

Specifically the bill:

- Authorizes the DHSMV, upon a tax collector's request, to provide information technology hardware and/or software to allow for the seamless communication between the state information technology systems and other tax collection systems used by tax collectors in order to provide tax collectors with data access and uniform interface functionalities for registration renewal transactions performed at a tax collector's office or online through a tax collector's website;

- Requires the DHSMV to provide a tax collectors' vendor with the ability to record registration renewals in FRVIS in real time and with the ability to do bulk data reporting;
- Requires the DHSMV to ensure that the ancillary technology and other tax collection systems protect consumer data and privacy; and
- Provides that the data and functionalities may be used only for purposes of fulfilling the tax collector's statutory duties and may not be resold or used for any other purpose.

The specified data access and requested system interface must be developed no later than July 1, 2023.

SB 0146 CIVIC LITERACY EDUCATION

This bill requires the Commissioner of Education to develop minimum criteria for a civic literacy practicum that helps students evaluate the roles, rights, and responsibilities of United States citizens and identify effective methods of active participation in society, government, and the political system. The bill authorizes the practicum to be incorporated into a school's curriculum for a high school United States Government course, beginning in the 2022-2023 school year. The bill requires the practicum to provide students with an opportunity to be civically engaged through:

- Participation in an unpaid internship at a governmental entity;
- A series of simulations or observations of governmental entities performing their specified core functions in relation to the public; or
- Learning about the United States naturalization process and attending a United States citizenship naturalization oath ceremony.

The bill specifies that the practicum must require a student to complete a research paper including specified components. The bill further allows hours outside of classroom instruction that a student devotes to a qualifying unpaid civic engagement activity to count toward the community service requirements for the Florida Bright Futures Scholarship Program. The bill encourages school districts to include and accept civic literacy practicum activities and hours toward requirements for academic awards, especially awards including community service. The bill creates the Citizen Scholar Program within the University of South Florida (USF), to be headquartered at the Center for Civic Engagement at USF St. Petersburg. The bill authorizes, subject to appropriation, USF St. Petersburg to contract with the YMCA to provide students participating in the YMCA Youth and Government program the opportunity to be designated Citizen Scholars and earn undergraduate credit. The bill requires the Citizen Scholar Program to:

- Combine academic instruction with the implementation of concepts learned in the classroom into the local community to improve civic literacy.
- Provide students with opportunities to deepen their knowledge of American democracy and improve civil discourse.

The bill authorizes high school students completing the program to receive up to 6 undergraduate credit hours and be known as Citizen Scholars.

SB 0148 BEVERAGE LAW

05/13/21 Approved by Governor

The bill permits certain public food service establishments (restaurants) with an alcoholic beverage vendor license to sell and deliver for off-premises consumption alcoholic beverage drinks prepared and sealed by

the vendor under certain conditions. Alcoholic beverages sold for off-premises consumption in containers sealed by the vendor must be accompanied by the sale of food within the same order.

The bill applies to restaurants with a “quota alcoholic beverage” license, i.e., vendors licensed to sell beer, wine and liquor for on-premises consumption and “special restaurant” alcoholic beverage licensees, known as “SRX licensees.”

Current law permits SRX licensees to sell beer, wine and liquor for on-premises consumption with certain conditions, including the requirements that the business derive at least 51 percent of gross food and beverage revenue from the sale of food and nonalcoholic beverages, and may not sell alcoholic beverages after the hours of serving or consumption of food have elapsed. Under current law, an SRX licensee may not sell manufacturer-sealed containers of beer, wine, or liquor for off-premises consumption. The bill permits an SRX licensee to sell manufacturer sealed containers of beer and wine for off-premises consumption. The bill also permits an SRX licensee to sell and deliver alcoholic beverage drinks in containers sealed by the licensee. However, the bill prohibits an SRX licensee from selling bottles of distilled spirits for off premises consumption.

Current law permits a restaurant with a consumption on-premises quota license (quota licensee) to sell manufacturer-sealed containers of beer, wine, and liquor for off-premises consumption. Under the bill, a quota licensee may sell containers of alcoholic beverages sealed by the licensee or its employees only if: the quota licensee is also licensed as a public food service establishment under ch. 509, F.S., the sale or delivery of the sealed containers is accompanied by the sale of food within the same order, the charge for the sale of food and nonalcoholic beverages is at least 40 percent of the total charge for the order, and the sale or delivery of the sealed containers does not occur after food preparation has stopped for the day or midnight, whichever is earlier. The percentage of food sales requirement does not apply to sales by SRX licensees.

The bill requires alcoholic beverage drinks prepared by the licensee to be sealed by the licensee with an unbroken seal that prevents the beverage from being consumed, and placed in a bag or other container secured in such a manner that it is visibly apparent if the container has been opened or tampered with. A dated receipt of the beverage and meal must be provided and attached to the container. Alcoholic beverages prepared and sealed by the licensee that are delivered or transported by motor vehicle must be placed in a locked compartment, locked trunk, or other area behind the last upright seat of the motor vehicle.

Additionally, the bill provides that allowing a person under 21 years of age to deliver an alcoholic beverage on behalf of an alcoholic beverage vendor is a violation of the prohibition against selling, giving, or serving alcoholic beverages to a person under 21 years of age. It also requires an alcoholic beverage vendor or an agent or employee of a vendor to verify that the person making a delivery of an alcoholic beverage is at least 21 years of age.

The bill also amends s. 564.09, F.S., which under current law permits a restaurant patron to take home a partially consumed bottle of wine under certain conditions if the restaurant patron purchases and consumes a full course meal consisting of an entrée, salad or vegetable, beverage, and bread. The amendment repeals the requirement that the meal purchased and consumed by the patron be a full course meal consisting of an entrée, salad or vegetable, beverage, and bread.

HB 0169 PURCHASE OF COMMODITIES AND SERVICES BY WATER MANAGEMENT DISTRICTS

The bill expressly authorizes water management districts to purchase commodities and contractual services from the purchasing contracts of the following entities:

- Special Districts
- Municipalities
- Counties
- Other political subdivisions
- Educational institutions
- Other states
- Nonprofit entities
- Purchasing cooperatives
- The federal government

The purchasing contract of the other entity must have been procured pursuant to competitive bid, request for proposal, request for qualification, competitive selection, or competitive negotiation. The purchasing contract must otherwise be in compliance with general law and must be procured by a process that meets the procurements requirements of the water management district. The bill excludes from the authorization services by professionals in the fields of architecture, professional engineering, landscape architecture, or registered surveying and mapping.

HB 0183 OFFICE OF MINORITY HEALTH AND HEALTH EQUITY

The bill creates section 381.735, F.S., to assign duties and responsibilities to the Office of Minority Health and Health Equity (Office) within the Department of Health (DOH), which currently administers the Closing the Gap grant program. The bill requires the Office to develop and promote the statewide implementation of policies, programs, and practices that increase health equity in this state, including increased access to and quality of health care services for racial and ethnic minority populations. The bill also requires the Office to coordinate with agencies, organizations, and providers across the state to perform certain tasks, including gathering and analyzing data relating to health disparities.

The bill establishes that a representative from each county health department will serve as a liaison to the Office and that the Office will serve as a liaison to the federal Offices of Minority Health and Regional Health Operations. The bill requires the DOH to maintain specified information and data on its website that must be updated at least annually. The bill authorizes the DOH to adopt rules to implement the provisions of the bill.

The bill requires the Office to use all available resources and pursue opportunities for increased funding to implement its duties and responsibilities. The bill is projected to increase the DOH's workload and operational costs.

SB 0204 ABOLISHING THE CONSTITUTION REVISION COMMISSION

05/18/21 Signed by officers and filed with Secretary of State

The joint-resolution proposes to abolish the Constitution Revision Commission by repealing provisions establishing commission in the State Constitution. Currently, the State Constitution requires that a constitution revision commission be convened once every 20 years to examine the State Constitution and propose any amendments that it deems appropriate.

The joint resolution will be placed on the 2022 General Election ballot or at an earlier special election specifically authorized by law for that purpose. If approved by at least 60 percent of the votes cast on the measure, the proposed amendment will take effect January 3, 2023.

HB 0223 MARINA EVACUATIONS

Upon the issuance of a hurricane watch that affects the waters of marinas located in a deepwater seaport, the bill prohibits vessels under 500 gross tons from remaining in the waters of such marinas that have been deemed not suitable for refuge during a hurricane. The bill requires that vessel owners promptly remove their vessels from the waterways upon an evacuation order issued by the deepwater seaport.

A marina owner, operator, employee, or agent (marina owner), is required to remove the vessel, if reasonable, from its slip, if the Coast Guard Captain of the Port sets the port condition to “Yankee” and a vessel owner has failed to remove his or her vessel. The marina owner may charge the vessel owner a reasonable fee for removing the vessel. “Yankee” means that gale force winds (39-54 miles per hour) from a tropical or hurricane force storm are predicted to make landfall at the port within 24 hours, the port is closed to inbound traffic, and vessel traffic control measures are in effect on vessel movements within the port.

The bill provides that a marina owner may not be held liable for any damage to the vessel from a hurricane and is held harmless for removing the vessel. The bill provides that after a hurricane watch has been issued, if a vessel owner has not removed the vessel pursuant to an order from the seaport, the owner may be fined by the deepwater seaport.

The bill does not provide immunity to a marina owner for any damage caused by intentional acts or negligence when removing a vessel. The bill does not require a deepwater seaport to issue an order to evacuate vessels or fine a vessel owner that has failed to remove the vessel

HB 0233 POSTSECONDARY EDUCATION

To assess the status of intellectual freedom and viewpoint diversity, the bill requires the State Board of Education (SBE) and Board of Governors of the State University System (BOG) to select or create a survey to be administered by all Florida College System (FCS) institutions and state universities annually. Beginning September 1, 2022, the results of this survey are to be compiled by the SBE and the BOG, respectively, and published each September. Additionally, to encourage intellectual freedom and viewpoint diversity, the bill prohibits the SBE, the BOG, FCS institutions, and state universities from shielding students, faculty, or staff from protected free speech.

The bill authorizes the recording, for specified purposes, of video and audio in classrooms at Florida’s public institutions of higher education, while clarifying that the nonconsensual recording of video and audio in classrooms is permissible. Furthermore, faculty research, lectures, writings, and commentary, whether published or unpublished, are protected expressive rights. Any person injured by the unauthorized publishing of video and audio can seek civil remedy including injunctive relief and damages.

Providing further protections for students, the bill requires that state university student government associations provide elected or appointed officers a direct appeal, with no conditions precedent, to a senior university administrator of any discipline, suspension, or removal from office. Furthermore, all FCS institutions and state universities are required to adopt student codes of conduct that meet a set of minimum due process protections including, but not limited to, a presumption of innocence for accused

students, a burden of proof that must be carried by the institution, and a right to an impartial hearing officer.

SB 0286 FIRE SPRINKLERS

The bill revises the scope of fire protection system work for persons certified as a contractor by the Division of State Fire Marshal (Division) within the Department of Financial Services.

Under the bill, a Contractor I or a Contractor II as defined in ch. 633, F.S., relating to Fire Prevention and Control, is authorized to design new fire protection systems of 49 or fewer sprinklers. A Contractor I and II would also be allowed to design the alteration of an existing system regardless of the size of the system, if the alteration relocates or deletes 249 or fewer sprinklers. Such authorization is conditioned on the occupancy and water demand, as defined in applicable codes, being unchanged, and the occupancy hazard classification must be reduced or unchanged. The bill eliminates the authorization for a Contractor IV to similarly design or alter such fire protection systems.

The bill clarifies that a Contractor I, Contractor II, or Contractor IV is authorized to design a new fire protection system, or design the alteration of an existing fire sprinkler system, when the system meets a specified standard for installation in a one-family or two-family dwelling or manufactured home.

The bill revises the work authorized to be undertaken by a person certified as a Contractor V. Under the bill, a Contractor V would be authorized to inspect underground piping for a water-based fire protection system only under the direction of a Contractor I or Contractor II. A Contractor V may continue to fabricate, install, alter, repair, and service the underground piping for a water-based fire protection system.

The bill clarifies that fire protection systems include tanks providing water supply or pump fuel, and piping for such tanks.

HB 0353 BICYCLE OPERATION REGULATIONS

05/07/21 Approved by Governor; Chapter No. 2021-020

The bill amends a current prohibition against a person operating a bicycle other than upon or astride a permanent and regular attached seat, providing that the prohibition applies unless the bicycle was designed by the manufacturer to be ridden without a seat. Under the bill, a person riding a bicycle manufactured without a seat would not be subject to an existing penalty for a violation of the prohibition.

The bill also amends existing electric bicycle regulations that afford an electric bicycle or electric bicycle operator the same rights, privileges, and duties of a bicycle or bicycle operator, providing that such regulations do not prevent a municipality, county, or agency of the state with jurisdiction over a beach or dune from restricting or prohibiting the operation of an electric bicycle on such beach or dune.

SB 0366 EDUCATIONAL OPPORTUNITIES LEADING TO EMPLOYMENT

The bill enhances work-based learning opportunities for students. The bill provides:

- That a student 18 years of age or younger who is in a paid work-based learning opportunity must be covered by the workers' compensation insurance of his or her employer.

- That a student 18 years of age or younger who is providing unpaid services under a workbased learning opportunity provided by a school district or Florida College System (FCS) institution is considered to be employed by the school district or FCS institution.
- Authority for the Department of Education (DOE) to reimburse employers, including school districts and FCS institutions, for the proportionate cost of workers' compensation insurance premiums for students in work-based learning opportunities in accordance with DOE rules, and appropriates \$2 million to the DOE for this purpose.

The bill requires the development of pathways to college credit programs. Specifically, the bill

- Requires the State Board of Education to develop, by January 31, 2022, alternative methods for assessing communication and computation skills. FCS institutions and dual enrollment programs may use a common placement test or the developed alternative methods for admissions and program eligibility.
- Requires a representative committee of public postsecondary institutions to identify three mathematics pathways aligned to programs, meta-majors, and careers.

The bill authorizes an institution to participate in the Florida Postsecondary Student Assistance Grant (FSAG) Postsecondary program if the institution is an aviation maintenance school in Florida, is certified by the Federal Aviation Administration, and is licensed by the Commission for Independent Education.

The bill renames the Florida Ready to Work Certification Program as the Florida Ready to Work Credential Program (Credential Program) and revises the purpose of the program to enhance the employability skills of Floridians and to better prepare them for successful employment. Specifically, the bill removes the award of scaled-level credentials and requires:

- The Department of Economic Opportunity (DEO) and the DOE to conduct a comprehensive identification of employability skills currently in demand by employers.
- An employability credential to be awarded to a Credential Program participant who successfully passes assessments which measure the employability skills identified by DEO and DOE.

SB 0400 PUBLIC RECORDS

The bill amends s. 119.07, F.S., to prohibit an agency that receives a public record request from responding to the request by filing an action for declaratory relief against the requester to determine whether that record meets the definition of a public record or if it is confidential or exempt.

HB 0403 HOME-BASED BUSINESSES

Vote: Senate 19-18; House 77-41

CS/HB 403 preempts areas of regulation for home-based businesses to the state. It forbids counties and municipalities from enacting or enforcing any ordinance, regulation, or policy or take any action to license or otherwise regulate a home-based business in violation of the bill provisions. Currently, local governments regulate business activities conducted on residential property through ordinances that address "home occupations." The bill's restrictions on local government home-based business regulations would cause existing local government ordinances inconsistent with the bill's prohibitions to become null and void by operation of law.

The bill provides that a home-based business may operate in an area zoned for residential use and may not be prohibited, restricted, regulated, or licensed in a manner different from other businesses in a local government's jurisdiction otherwise provided by the bill.

- The bill includes criteria that home-based businesses must meet to operate in an area zoned for residential use. To be considered a home-based business under the bill, a business must meet the following criteria: The activities of the home-based business must be secondary to the property's use as a residential dwelling.
- The business employees who work at the residential dwelling must also reside in the residential dwelling, except that up to two employees or independent contractors who do not reside at the residential dwelling may work at the business.
- Parking related to the business activities of the home-based business must comply with local zoning requirements. The business may not generate a need for parking greater in volume than a similar residence where no business is conducted. Local governments may regulate the parking or storage of heavy equipment at the business which is visible from the street.
- As viewed from the street, the residential property must be consistent with the uses of the residential areas surrounding the property. Any external modifications to a home-based business must conform to the residential character and architectural aesthetics of the neighborhood. The home-based business may not conduct retail transactions at a structure other than the residential dwelling; however, incidental business uses and activities may be conducted at the residential property.
- All business activities must comply with any relevant local or state regulations concerning signage and equipment or processes that create noise, vibration, heat, smoke, dust, glare, fumes, or noxious odors. However, such regulations on a business, absent signage, may not be more stringent than those that apply to a residence where no business is conducted.
- All business activities must comply with any relevant local, state, and federal regulations concerning the use, storage, or disposal of hazardous materials. However, such regulations on a business may not be more stringent than those that apply to a residence where no business is conducted.

Any adversely affected current or prospective home-based business owner may recover reasonable attorney fees and costs incurred instituting or defending a legal action concerning the validity of a local government's home-based business regulations.

The bill does not supersede any current or future declaration of condominium adopted pursuant to ch. 718, F.S., cooperative document adopted pursuant to ch. 719, F.S., or declaration of covenants adopted pursuant to ch. 720, F.S. In addition, the bill does not supersede any local laws, ordinances, or regulations related to transient public lodging establishments that are not otherwise preempted under ch. 509, F.S.

HB 0421 RELIEF FROM BURDENS ON REAL PROPERTY RIGHTS

The bill amends the Bert J. Harris, Jr., Private Property Rights Protection Act and the Florida Land Use and Environmental Dispute Resolution Act. Both acts provide procedures and remedies to land owners whose property is inordinately burdened by a local government regulation. In the Bert Harris Act, the definitions of an "action of a governmental entity" is revised to include government actions that affect "real property including acting on an application or permit or adopting or enforcing any ordinance, resolution, regulation, rule, or policy." The term "real property" is amended to mean, in part, land and any surface, subsurface,

or mineral estates and any appurtenances and improvements to the land, including other relevant interests.

The bill also revises the definition of “land” or “real property” in The Florida Land Use and Environmental Dispute Resolution Act to match, by cross-reference, the newly amended definition of real property in the Bert Harris Act. Additionally, the bill revises the Bert Harris Act to:

- Reduce the timeframe under which a claimant must notify the government before filing an action for compensation;
- Specify that written settlement offers are presumed to protect the public interest;
- Allow the claimant to have the court, rather than a jury, determine damages;
- Extend the point in time from which a prevailing claimant may recover attorney fees and costs; and
- Authorize a property owner to pursue a claim for compensation in certain circumstances without first formally pursuing an application for a development order, development permit, or building permit when doing so is deemed to constitute a waste of resources.

The Bert Harris Act is also amended to provide that a real property owner who files a claim under the Act remains entitled to relief for that claim even if he or she subsequently relinquishes legal title to the real property in question before the conclusion of proceedings to resolve the claim. (This appears to reverse the holding in a recent Second District Court of Appeals case in which the plaintiff, who sold the property while litigating a claim, was determined to no longer be a “property owner” entitled to relief under the Act. The appellate court certified the issue raised in the case to the Florida Supreme Court as an issue of great public importance.)

The bill also allows a property owner to sue for injunctive relief, and a court to declare, that a prohibited exaction is invalid. Current law defines a “prohibited exaction” as a condition imposed by a governmental entity on a property owner’s proposed use of real property that does not have an essential nexus to a legitimate public purpose and is not roughly proportionate to the impacts of the proposed use that the governmental entity is seeking to avoid, minimize, or mitigate. The bill revises the statutes relating to prohibited exactions to expressly allow a property owner to sue for injunctive relief, and a court to declare, that a prohibited exaction is invalid. Additionally, the bill provides that the property owner does not have to exhaust all administrative remedies before filing suit to declare a prohibited exaction invalid and recover damages.

HB 0529 MOMENTS OF SILENCE IN PUBLIC SCHOOLS

HB 529 requires a moment of silence to be set aside for students during each school day. The bill revises current law that allows a district school board to set aside a brief period of time for silent prayer or meditation. Instead, the bill requires each teacher during first period to set aside 1 to 2 minutes for a moment of silence. A teacher may not make suggestions as to the nature of any reflection, and a student may not interfere with another student’s participation. The bill has no impact on state revenues or expenditures.

HB 0597 HOMESTEAD EXEMPTION FOR SENIORS 65 AND OLDER

The Florida Constitution authorizes the Legislature to allow counties and municipalities by ordinance to grant additional homestead property tax exemptions to persons aged 65 years or over whose household income does not exceed \$20,000 (low-income seniors). Qualifying seniors must hold legal or equitable

title to the property and maintain thereon their permanent residence. The income limitation is adjusted each year according to changes in the consumer price index; the 2021 household income threshold for the exemption is \$31,100.

CS/CS/HB 597 amends the process by which a senior verifies his or her income for purposes of renewing said income-based property tax exemption. Seniors receiving such an exemption must annually submit to the property appraiser a sworn statement that his or her income still qualifies for the exemption. The bill removes this requirement and instead requires the senior only to notify the property appraiser upon a change in income that may disqualify the senior for the exemption.

SB 0628 URBAN AGRICULTURE

CS/SB 628 exempts propelled equipment used on a farm or used to transport farm products for the purpose of urban agriculture from the requirement that that farm equipment be stored, maintained, or repaired within the boundaries of the owner's farm and be located at least 50 feet away from a public road. The bill does not exempt nonresidential farm buildings, fences, or signs located on lands used for urban agriculture from the Florida Building Code or local governmental regulations.

The bill defines "urban agriculture" and provides applicability.

The bill authorizes the Department of Agriculture and Consumer Services (Department) to approve five urban agricultural pilot project programs in municipalities throughout the state. The bill sets forth requirements by which the Department may approve such projects, outlines eligibility and application requirements, and provides project length periods. The bill requires that municipalities submit a report to the Department outlining outcome and impact of their pilot projects by a specified date. The Department is then required to submit a report on the outcomes and impacts of the pilot projects to the President of the Senate and the Speaker of the House of Representatives.

The bill expressly preserves local governmental authority to regulate urban agriculture under certain circumstances.

SB 0630 COMMUNITY ASSOCIATIONS

The bill revises the regulation and governance of condominium, cooperative, and homeowners' associations under chs. 718, 719, and 720, F.S., respectively. The bill authorizes condominium, cooperative, and homeowners' associations to extinguish discriminatory restrictions in recorded title transactions. For condominium associations, the bill:

- Prohibits a unit owner's insurance policy from including rights of subrogation against the association if the association's policy does not provide subrogation rights against the unit owner;
- Provides that a multicondominium association may adopt a consolidated or combined declaration of condominium if such declaration complies with the requirements for the creation of a condominium, does not merge the condominiums, or change the legal descriptions of the condominium parcels, unless accomplished in accordance with law;
- Reduces the time period an association must maintain official records of bids for work, equipment, or services to be performed from seven years to one year after receipt of the bid;
- Allows a renter to inspect and copy the declaration of condominium.
- Permits associations with 150 or more units to make official records available for inspection through an application that can be downloaded to a mobile device;

- Provides that only a board member's service that occurs on or after July 1, 2018, may be used when calculating a board member's term limit;
- Permits associations to electronically transmit the written notice of a meeting;
- Increases the maximum permissible fee an association may charge for the transfer of a unit from \$100 to \$150, and provides for the adjustment of the fee every five years to an amount equal to the total annual increases in the Consumer Price Index during that period;
- Removes the prohibition against an association employing or contracting with any service provider that is owned or operated by a board member or person who has a financial relationship with a board member or officer;
- Permits unit owners to install a charging station for an electric vehicle or a natural gas fuel vehicle on a parking area exclusively designated for use by the unit owner. The unit owner is required to be responsible for the costs related to the installation, maintenance, and removal of the charging station for an electric vehicle or a natural gas fuel vehicle;
- Authorizes the board of administration to make available, install, or operate an electric vehicle charging station or a natural gas fuel station upon the common elements or association property, and to establish the charges or the manner of payments for the unit owners, residents, or guests who use the electric vehicle charging station or natural gas fuel station;
- Provides that a condominium developer may expend escrow funds to satisfy actual costs of construction and development, but excludes other specified costs, such as marketing costs, loan expenses, professional fees, and insurance costs;
- Repeals the requirement that the condominium ombudsman must maintain his or her office in Leon County.

For cooperative associations, the bill:

- Provides that an interest in a cooperative unit is an interest in real property; and
- Permits board or committee members to appear and vote by telephone, real-time video conferencing, or similar real-time electronic or video communication.

For homeowners' associations, the bill:

- Removes an association's rules and regulations from the definition of the term "governing documents;"
- Permits an association to adopt, by rule, procedures for posting meeting notices and agendas on a website and emailing members meeting notices and agendas;
- Requires sign-in sheets, voting proxies, ballots, and all other papers related to voting to be maintained as official records for at least one year after the event;
- Makes confidential any information an association obtains in connection to guests visiting homeowners in a gated community;
- Clarifies the situations in which an association is obligated to create or fund association reserve accounts;
- Specifies the types of expenses the developer is not obligated to pay;
- Provides that any governing document or an amendment to a governing document of a homeowners' association enacted after July 1, 2021 prohibiting rentals or regulating rental rights applies only to a parcel owner who acquires title to the parcel after the effective date of the governing document or amendment or who consents, individually or through a representative, to the governing document or amendment;

- Allows associations to prohibit or regulate rentals for less than six months or to prohibit rentals more than three times in a calendar year and to apply such prohibitions or regulations to all parcel owners, regardless of when the parcel owner acquired title to their parcel or whether they consent to the amendment;
- Exempts homeowners' associations with 15 or fewer parcel owners from the provisions in the bill related to rental rights;
- Provides that a change of ownership does not occur for purposes of applying an amendment restricting rental rights when a parcel owner conveys the parcel to an affiliated entity, when beneficial ownership of the parcel does not change, or when an heir becomes a parcel owner; and
- Revises the conditions under which non-developer members of a homeowners' association are entitled to elect the majority of the board, to consistently distinguish between developer members and non-developer members.

For condominium and cooperative associations, the bill:

- Prohibits an association from requiring members to demonstrate any purpose or state any reason for inspecting official records; and
- Provides a process to resolve disputes by initiating presuit mediation as an alternative to mandatory nonbinding arbitration by the Division of Florida Condominiums, Timeshares, and Mobile Homes (division) within the Department of Business and Professional Regulation.

For condominium, cooperative, and homeowners' associations, the bill:

- Provides that recall and election disputes are not eligible for mediation and must be arbitrated by the division or filed in court;
- Provides additional emergency powers to respond to injury and to an anticipated declared state of emergency; and
- Clarifies that payment of a fine is due five days after notice of the fine is provided to the unit owner, tenant, or invitee of the unit owner.

HB 0663 COTTAGE FOOD OPERATIONS

Vote: Senate 30-10; House 90-28

The bill revises the regulations on cottage food operations and cottage food sales. Under current law, a cottage food operation is a natural person who produces or packages cottage food products, defined by the Department of Agriculture as any food that is not a potentially hazardous food, at his or her residence.

The bill allows individual cottage food operations to sell, offer for sale, and accept payment for cottage food products as a business entity. The bill also allows cottage food products to be sold, offered for sale, and paid for by mail order, and permits cottage food products to be delivered by mail.

Under current law, cottage food operations are exempt from food permitting requirements if the cottage food seller complies with s. 500.80, F.S., and has annual gross sales of up to \$50,000. The bill increases the maximum allowable gross sales to \$250,000.

The bill preempts the regulation of cottage food operations to the state. However, cottage food operations must comply with all applicable county and municipal laws and ordinances regulating traffic, parking, noise, signage, and hours of retail operation.

The bill provides that this act may be cited as the "Home Sweet Home Act."

Under the bill, cottage food operations must comply with the conditions for the operation of home-based businesses under s. 559.955, F.S., which is a provision created by CS/HB 403 to prohibit the licensing and regulation of home-based businesses by local governments. CS/HB 403 also establishes standards for the conduct of a home-based business, including requiring compliance with relevant traffic, noise, and signage requirements. CS/HB 403 was adopted by the Legislature during the 2021 Regular Session. If approved by the Governor, CS/HB 403 takes effect July 1, 2021.

HB 0667 BUILDING INSPECTIONS

The Florida Building Codes Act provides a mechanism for the uniform adoption, updating, interpretation, and enforcement of a single, unified state building code. The Florida Building Code (Building Code) must be applied, administered, and enforced uniformly and consistently from jurisdiction to jurisdiction.

Current law requires local governments to enforce the Building Code and issue building permits. Current law also requires state agencies, state universities, Florida College System institutions, and public school districts to enforce the Building Code in certain situations. It is unlawful for a person or corporation to construct, alter, repair, or demolish a building without obtaining a permit from the enforcing agency. Construction work that requires a building permit requires inspections to ensure the work complies with the Building Code.

The bill authorizes any government entity with the authority to enforce the Building Code to perform virtual building inspections, with the exception of certain structural inspections. The bill defines “virtual inspection” as an inspection that uses visual or electronic aids to allow a building official or inspector to perform an inspection without having to be physically present at the job site during the inspection.

The bill also requires local building code enforcement agencies to allow requests for inspections to be submitted to the local agency electronically via e-mail, electronic form, or mobile application.

Finally, the bill requires a building code enforcement agency to refund 10 percent of the permit and inspection fees if:

- The inspector or building official determines the work, which requires the permit, fails an inspection; and
- The inspector or building official fails to provide a reason that is based on compliance with the Building Code, the Florida Fire Prevention Code, or local ordinance, indicating why the work failed the inspection within 5 business days.

SB 0694 WASTE MANAGEMENT

The bill requires the Department of Environmental Protection (DEP) to review and update its 2010 report analyzing the need for new or different regulation of auxiliary containers, wrappings, or disposable plastic bags. DEP must submit the updated report to the Legislature no later than December 31, 2021.

The bill amends requirements for a local government that provides solid waste collection services which displace a private waste company, prohibiting the private company from continuing to provide the same service. The local government must provide three years’ notice to the private company before engaging in such services. At the end of the three-year notice period, the local government must pay the displaced company an amount equal to the company’s preceding 18 months’ gross receipts for the displaced service in the displacement area. The local government and the displaced company may voluntarily negotiate a

different notice period or amount of compensation. The bill does not apply to any displacement where the local government provided the three years' notice on or before December 31, 2020.

The bill provides that a private solid waste or debris management service provider is not required to collect storm-generated yard trash, unless otherwise specified in a contract or franchise agreement between a local government and a private solid waste or debris management service provider. The bill defines "storm-generated yard trash."

SB 0768 ADMINISTRATION OF VACCINES

The bill expands the types of vaccines that pharmacists and pharmacy interns may administer to adults within the framework of an established protocol with a supervising physician licensed under ch. 458 or 459, F.S.

The bill authorizes pharmacists and pharmacy interns who are certified by the Board of Pharmacy (BOP) and have completed specified educational and other requirements, to administer to adults any immunization or vaccine that is:

- Listed in the federal Centers for Disease Control and Prevention's (CDC) Adult Immunization Schedule, as of April 30, 2021;
- Recommended by the CDC for international travel, as of April 30, 2021; or
- Licensed for use in the United States, or authorized for emergency use, by the federal Food and Drug Administration (FDA), as of April 30, 2021.

The BOP may authorize additional immunizations and vaccines that may be administered to adults by certified pharmacists and pharmacy interns as they are added to the lists of approved immunizations and vaccines as denoted in the paragraph above. Additionally, the bill authorizes pharmacists who are certified to administer vaccines and immunizations to adults to also administer influenza vaccines to children seven years of age or older.

HB 0781 PUBLIC RECORDS

The bill provides that certain exempt information, including home addresses, may be disclosed to the following persons, upon presentation of photo identification and affirmation by sworn affidavit to the county recorder, for the purpose of conducting a title search of the Official Records:

- An authorized title insurer and its affiliates.
- A title insurance agent or title insurance agency.
- An attorney duly admitted to practice law in this state and in good standing with The Florida Bar.

For each document requested within the sworn affidavit, the bill requires the requestor to identify the Official Records book and page number, instrument number, or the clerk's file number, and to include a description of the lawful purpose and identify the individual or property that is the subject of the search within the sworn affidavit.

For written requests received on or before July 1, 2021, a county property appraiser or county tax collector must comply with the request by October 1, 2021. However, a county property appraiser or county tax collector may not remove the street address, legal description, or other information identifying real property within the agency's records if the name or personal information otherwise exempt from inspection and copying is not associated with the property or otherwise displayed in the public records of

the agency. Further, any information restricted from public display, inspection, or copying pursuant to a written request must be provided to the individual whose information was removed.

The bill provides that upon the death of a protected party any party can request the county recorder to release a protected decedent's removed information unless there is a related request on file with the county recorder for continued removal of the decedent's information or unless such removal is otherwise prohibited by statute or by court order.

HB 0839 EXPRESS PREEMPTION OF FUEL RETAILERS AND RELATED TRANSPORTATION INFRASTRUCTURE

The bill expressly preempts a municipality, county, special district, or political subdivision from adopting a law, an ordinance, a regulation, a policy, or a resolution that:

- Prohibits the siting, development, or redevelopment of a fuel retailer or its necessary related transportation infrastructure;
- Results in a de facto prohibition on a fuel retailer or its necessary related transportation infrastructure;
- Requires a fuel retailer to install or invest in a particular kind of fuel infrastructure.

The bill does not preempt any such action which is consistent with zoning, land use, and other allowable uses and general law, as long as it does not result in a de facto prohibition of fuel retailers or related transportation infrastructure. Definitions for the terms “fuel retailer,” and “related transportation energy infrastructure” are provided for in the bill.

HB 0845 HIGHER EDUCATION

This bill reinstates the effective date of July 1, 2021, to section 3 of chapter 2020-28, Laws of Florida, to retain current law that makes sections 1006.74 and 468.453, F.S., affecting intercollegiate athlete compensation and rights, effective July 1, 2021.

The bill also prohibits state funds from being used to join or maintain membership in an association whose decisions or proposed decisions are a result of, or in response to, actions proposed or adopted by the Legislature, if such decisions or proposed decisions will result in a negative fiscal impact to the state. The bill requires the Board of Governors to notify any association if its actions or proposed actions may require public postsecondary institutions to withdraw from such association.

HB 0847 FLORIDA POSTSECONDARY ACADEMIC LIBRARY NETWORK

The bill establishes the Florida Postsecondary Academic Library Network (Network) under the oversight of the Office of the Board of Governors (BOG) and the Department of Education. The bill repeals the Complete Florida Plus Program (Complete Florida Plus), while maintaining the functions related to distance learning courses and degree programs, and online academic support services.

Additionally, the bill:

- Requires the Network to provide recommendations on the use and distribution of low cost, no cost, or open-access textbooks and education resources and innovative pricing techniques that comply with all applicable laws, in regards to copyrighted material and statewide accessibility measures, as a method to reduce costs;

- Specifies the Network single library automation system and associated resources and services must include a shared Internet-based catalog and discovery tool, an Internet-based searchable collection of electronic resources, an integrated library management system, and a statewide searchable database that includes an inventory of digital archives and collections that public postsecondary education institutions hold;
- Increases reporting requirements on host entity performance in delivering specified services;
- Maintains an online admissions and computer-assisted student advising system, but removes the Complete Florida Plus requirement that the advising system support K-12 education; and
- Requires, by June 1, 2022, the Commissioner of Education and the Chancellor of the BOG to provide a joint recommendation for a process by which school district career centers and charter technical career centers would access appropriate Network services.

For the 2021-2022 Fiscal Year, the General Appropriations Act appropriates \$20,912,822 to fund the Florida Postsecondary Academic Library Network.

SB 0896 RENEWABLE ENERGY

Vote: Senate 25-14; House 86-29

The bill requires solar facilities to be a permitted use in all agricultural land use categories in a local government's comprehensive plan and all agricultural zoning districts within an unincorporated area. Under the bill, such facilities are required to comply with certain criteria including setback and landscaped buffer areas and counties may adopt ordinances specifying buffer and landscaping requirements. However, such requirements may not exceed those of similar uses in agricultural land use categories and zoning districts. The bill provides that s. 163.3205, F.S., as created by the bill, relating to solar facility approval process, is not applicable to any site that was the subject of an application to construct a solar facility submitted to a local governmental entity before July 1, 2021.

Additionally, the bill expands the term "renewable energy," and adds the terms "biogas" and renewable natural gas." "Renewable energy," is expanded to mean electrical energy produced from a method that uses one or more of the following fuels or energy sources: hydrogen produced or resulting from energy sources other than fossil fuels, biomass, solar energy, geothermal energy, wind energy, ocean energy, and hydroelectric power. "Biogas," is defined as a mixture of gases, largely comprised of carbon dioxide, hydrocarbons, and methane gas, that is produced by the biological decomposition of organic materials. "Renewable natural gas" is defined as anaerobically generated biogas, landfill gas, or wastewater treatment gas, which is refined to a methane content of 90 percent or more, that may be used as transportation fuel, for electric generation, or is of a quality capable of being injected into a natural gas pipeline.

The bill provides that the Public Service Commission may approve cost recovery by a gas public utility for renewable natural gas purchase contracts in which the pricing provisions exceed the current market price of natural gas, but which are otherwise deemed reasonable and prudent by the commission. The bill includes conforming changes in ss. 366.92, 373.236, and 403.973, F.S., to reflect the revised definition of "renewable energy;" and reenacts s. 288.9606(7), F.S., without modification, to incorporate the changes made to s. 366.91, F.S.

SB 0912 TOLLING AND EXTENSION OF PERMITS AND OTHER AUTHORIZATIONS DURING STATES OF EMERGENCY

Section 252.363, F.S., of the State Emergency Management Act, provides that a state of emergency issued by the Governor for a natural emergency tolls¹ the period remaining for a party to exercise rights under certain permits and other authorizations. The period remaining to exercise such rights is suspended for the duration of the state of emergency, plus an additional six months. The emergency tolling and extension afforded by this statute currently applies to the expiration of a development order issued by a local government, a building permit, and an environmental resource permit issued pursuant to Part IV of ch. 373, F.S.

CS/CS/SB 912 specifies additional permits and authorizations that may be tolled and extended during a state of emergency. These include consumptive use permits issued under Part II of ch. 373, F.S., and development permits and development agreements.

The bill applies retroactively to any declaration of a state of emergency issued by the Governor for a natural emergency since March 1, 2020. Under this retroactive application, existing permits and authorizations added by the bill may receive the emergency tolling and extension for the state of emergency declared in response to the COVID-19 pandemic.

SB 0920 LIABILITY OF PERSONS PROVIDING AREAS FOR PUBLIC OUTDOOR RECREATIONAL PURPOSES

The bill authorizes a property owner who makes areas available to the public for outdoor recreational purposes to derive revenue from concessions or special events within the area and still retain the statutory liability protection, if such revenue is used exclusively to maintain, manage, and improve the outdoor recreational area.

The bill expands the definition of “outdoor recreational purposes” to include “traversing or crossing for the purpose of ingress and egress to and from, and access to and from, public lands or lands owned or leased by a state agency which are used for outdoor recreational purposes.” This expanded definition applies for owners and lessees eligible for the general statutory liability protection and for owners who enter into a written agreement with a state agency.

The bill defines “state agency” to mean “the state or any governmental or public entity created by law.” This expands the governmental entities with which property owners may enter into a written agreement concerning an area used for outdoor recreational purposes.

SB 0922 VETERANS’ PREFERENCE IN EMPLOYMENT

The bill expands the benefit of a veterans’ preference in employment and also increases points used in appointment and retention determinations. In expanding the benefit of a veterans’ preference, the bill authorizes a state or a political subdivision of the state to waive a postsecondary educational requirement for a position of employment if the applicant is otherwise qualified. The education waiver applies to:

- A current member of a reserve component of the United States Armed Forces (U.S.A.F.);
- A current member of the Florida National Guard; or
- An honorably-discharged veteran.

As is the case for other veteran benefits in law, the education waiver is not available if the person is applying for a position designated as exempt. The bill, however, narrows the exemptions. A personal secretary of a public officer, a head of a department, and a position that requires licensure as a physician, osteopathic physician, or a chiropractic physician will now not be exempt from preference and priority requirements.

In increasing points used in appointment and retention determinations, the bill adds points used in assessing an applicant for employment of any given position as follows:

- From 15 to 20 points for an honorably-discharged veteran who has served on active duty and has a service-connected, compensable disability; a spouse of a person who has a total, permanent, service-connected disability and cannot qualify for employment; or a spouse of a person missing in action, captured, or forcibly detained or interned by a foreign government or power;
- From 10 to 15 points for a person who is an honorably-discharged veteran and has served at least 1 day during wartime; an unremarried widow or widower of a veteran who died from a service-connected disability; or a parent, legal guardian, or unremarried widow or widower of a servicemember of the U.S.A.F. who died in the line of duty under verified combat-related conditions;
- From 5 to 10 points for a person who is an honorably-discharged veteran or a current member of the reserves of the U.S.A.F. or the Florida National Guard.

The bill requires, rather than authorizes under current law, a political subdivision of the state to develop a written veterans' recruitment plan.

SB 0950 BICYCLE AND PEDESTRIAN SAFETY

The bill addresses issues relating to bicycle and pedestrian safety. In summary, the bill:

- Defines the terms "bicycle lane" and "separated bicycle lane";
- Provides requirements for a vehicle overtaking a bicycle or other nonmotorized vehicle, or an electric bicycle occupying the same travel lane;
- Requires the Department of Highway Safety and Motor Vehicles (DHSMV) to provide an awareness campaign regarding vehicles overtaking a bicycle, other nonmotorized vehicle, or an electric bicycle;
- Provides that no-passing zones do not apply to drivers who safely and briefly drive to the left of center of the roadway to overtake a bicycle, other nonmotorized vehicle, or an electric bicycle;
- Requires a vehicle making a right turn while overtaking and passing a bicycle proceeding in the same direction, to do so only if the bicycle is at least 20 feet from the intersection, and is of such a distance that the driver of a vehicle may safely turn;
- Authorizes bicyclists riding in groups, after coming to a full stop, to go through an intersection in groups of 10 or fewer;
- Provides riders may ride two abreast if certain conditions exist; and
- Requires at least 25 questions in the test bank for the driver license test to address bicycle and pedestrian safety

HB 1051 ENVIRONMENTAL COMPLIANCE COSTS

The bill revises the definition of "environmental compliance costs" in the Florida Energy Efficiency and Conservation Act to include costs or expenses incurred by an electric utility after July 1, 2021, for the construction and operation of a wastewater reuse system. This revision will allow utilities to petition the Florida Public Service Commission for recovery of such costs through a charge separate from the utility's base rates.

In order to recover costs, operation of the wastewater reuse system must serve to further compliance with environmental laws or regulations that apply to the electric utility. The system must fully or partially

satisfy a local government's statutory reclaimed water reuse requirements, including those for ocean outfalls.

The bill requires at least 50 percent of reclaimed water produced to be used in conjunction with the water requirements of facilities owned by the electric utility. This is required in order to offset all or part of the electric utility's water use, as authorized by permit.

HB 1079 AGENCY CONTRACTS FOR COMMODITIES AND CONTRACTUAL SERVICES

The bill includes several provisions for the evaluation, management, and oversight of competitively procured contracts for commodities and contractual services. Specifically, the bill:

- Prohibits an agency from initiating a competitive solicitation that would require a change in law or a change to the agency's budget, unless specifically authorized by the Legislature.
- Requires each agency contract to include authorization for the agency to inspect certain financial and programmatic records of the contractor relevant to the performance of the contract.
- Prohibits a contract by a state agency from containing a nondisclosure clause exempting certain information from disclosure by the contractor.
- For contract renewals or amendments that result in a longer contract term or increased payments, decreases from \$10 million to \$5 million the total contract threshold for when a report concerning contract performance must be submitted to the Governor and Legislature before executing the renewal or amendment.
- Requires the Secretary of Management Services to evaluate contracts let by the Federal Government, another state, or a political subdivision for the provision of commodities and contract services and make a determination in writing that the contract will provide the best value to the state.
- Requires an agency issuing a request for quote for contractual services for any contract with 25 approved vendors or fewer, to issue a request for quote to all approved vendors. For any contract with more than 25 approved vendors, the agency must issue a request for quote to at least 25 of the approved vendors.
- Requires a description of the commodities or contractual services subject to a single source contract be electronically posted for at least 15 business days.
- Requires each agency inspector general to complete a risk-based compliance audit of all contracts executed by the agency for the preceding three fiscal years and requires the audit to identify and evaluate any trend in vendor preference.
- Requires the creation of a "continuing oversight team" for each contractual services contract of \$5 million or greater and establishes meeting and reporting requirements for the teams.
- Expands training requirements and delineates the roles and responsibilities of contract managers, contract negotiators, and contract administrators.
- Requires supervisors of certain contract managers and contract administrators to annually complete training in public procurement.
- Provides that a vendor who is placed on the suspended vendor list is disqualified from bidding on or renewing a contract with the state.

HB 1103 SPECIAL DISTRICT ACCOUNTABILITY

CS/CS/CS/HB 1103 passed the House on April 21, 2021, and subsequently passed the Senate on April 27, 2021.

Special districts are used to provide a variety of local services and are funded through the imposition of ad valorem taxes, fees, or charges on the users of those services as authorized by law. There are two types of special districts: independent special districts and dependent special districts. Special districts are governed generally by the Uniform Special District Accountability Act (Act), which centralizes provisions governing special districts and applies to the formation, governance, administration, supervision, merger, and dissolution of special districts, unless otherwise expressly provided in law.

The bill requires all independent special fire control districts and each hospital governed by the governing body of a special district or the board of trustees of a public health trust to undergo a performance review every five years beginning October 1, 2022, and October 1, 2023, respectively. The Office of Program Policy Analysis and Government Accountability (OPPAGA) is required to conduct performance reviews of those fire control districts located in rural areas of opportunity. The bill also requires OPPAGA to conduct performance reviews of all independent mosquito control districts and soil and water conservation districts by September 30, 2023, and September 30, 2024, respectively.

The bill requires the annual financial report and annual financial audit report of all special districts to specify separately the total number of employees and independent contractors compensated by the district, the amount of compensation earned or awarded to employees and independent contractors, and each construction project with a total cost of at least \$65,000 approved by the district to begin on or after October 1 of the fiscal year being reported and the total expenditures for the project. Those special districts that amend their annual budgets are required to file a budget variance report. The bill also requires the annual financial report and annual financial audit report of each independent special district that levies ad valorem taxes or non-ad valorem special assessments to include the rate of such levies, the total amount collected by the levies, and the total amount of all outstanding bonds issued by the district and the terms of such bonds.

Finally, the bill clarifies that the annual audited financial report of a community redevelopment agency must be filed separately from the annual audited financial report of the county or municipality that created the district.

The bill may have a fiscal impact on special districts associated with the requirement to report additional information in the annual financial report and the annual financial audit report and will have a fiscal impact on OPPAGA, independent special fire control districts, and hospitals districts associated with the requirement to conduct a performance review

SB 1108 EDUCATION

The bill revises several areas of education law, primarily relating to graduation requirements and statewide standardized assessments. Specifically, the bill:

- Requires every school district, alternative school, and the Department of Juvenile Justice to offer either the SAT or ACT to every student in the 11th grade free of charge, subject to an appropriation for that purpose.
- Amends the civic literacy requirement for post-secondary education to include both an assessment and a course, as opposed to one or the other.
- Creates a process to allow students in high school to earn the civic literacy requirement before enrolling in a public college or university in this state.

- Requires the statewide, standardized math and English learning assessments in grades 3 through 6 to be paper-based.
- Deletes obsolete language relating to prior statewide standardized assessments, and updates the assessment publication requirement in anticipation of the implementation of new state standards.
- Authorizes the Department of Education (DOE) to hold certain intellectual property rights, including the right to patent, copyright, and trademark. This authority will allow the DOE to protect certain materials, such as state authored assessments, from being sold or distributed without authorization.
- Creates the Innovative Blended Learning and Real-Time Student Assessment Pilot Program, which involves the combination of in-person and remote students in the same classroom environment.
- Requires the character development curriculum for public school students in the 11th and 12th grades to include instructions on voting using the uniform primary and general election ballot.
- Allows certain students participating in the English for Speakers of Other Languages Program to demonstrate grade-level expectations on formative assessments in lieu of passing the grade 10 English Language Arts assessment

SB 1134 DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

The bill relates to the Department of Highway Safety and Motor Vehicles (DHSMV) and includes the following provisions:

- Updates the date of adoption of federal regulations and rules for commercial motor vehicles (CMV) to December 31, 2020;
- Provides that a person who has been convicted of any felony involving human trafficking under state or federal law involving the use of a CMV may not be licensed as a CMV operator, or hold a CMV license;
- Incorporates violations for texting or using a handheld phone device while operating a CMV as a serious disqualifying offense, which may result in a person being disqualified from operating a CMV for a specified period of time, to align with federal regulations;
- Provides that the expiration date for an original issuance of a commercial driver license is at midnight eight years after the licensee's last birthday;
- Revises the length of time within which an officer of the DHSMV is authorized to give written notice requiring correction of an unduly hazardous operating condition from 14 days to 15 days;
- Updates statute to reflect the DHSMV is the agency responsible for the safe operations of nonpublic sector buses and further provides that an agent of the DHSMV may require the driver of any nonpublic sector bus operated on the highways of this state to stop and submit to an inspection of the vehicle or the driver's records;
- Provides that current seat belt requirements are applicable when a vehicle is stationary at a traffic signal;
- Exempts from odometer disclosure a vehicle with a model year of 2011 or newer after 20 years;
- Provides that a motor carrier or vehicle owner whose registration has been suspended is required to return the license plate to the DHSMV or surrender it to law enforcement; and
- Provides expanded and new subpoena powers for the DHSMV related to motor vehicle dealers and manufacturers, private rebuilt inspection providers, title certificates, and driver licenses.

HB 1209 DEPARTMENT OF FINANCIAL SERVICES

CS/CS/CS/HB 1209 amends sections of Florida Statutes relating to the Department of Financial Services (DFS). The bill:

- Designates the Division of Public Assistance Fraud a criminal justice agency;
- Adds cancer benefits for firefighters (who are employees of a state agency or department covered under s. 284.31, F.S.) into the self-insurance coverages provided by the Division of Risk Management and requires the Department of Management Services to verify and approve payments prior to distribution from the State Risk Management Trust Fund;
- Prohibits employees who fall under the State Risk Management Trust Fund from engaging in retaliatory conduct against a sexual harassment victim and provides that willful and knowing dissemination of the identifying information of a sexual harassment victim, exempt under 119.071(2)(n), F.S., is a first degree misdemeanor;
- Amends the Board of Funeral, Cemetery, and Consumer Services composition; clarifies Board member requirements; removes Board term staggering requirements; and clarifies rulemaking responsibilities relating to the Board;
- Prohibits specific unlicensed funeral activity and increases the penalty for such;
- Increases criminal penalties associated with unlicensed Funeral, Cemetery, and Consumer Services activity;
- Allows cemetery companies to sell certain merchandise for use within a cemetery, including cemeteries that the cemetery company selling such items does not own;
- Allows funeral director interns and combination funeral director and embalmer interns, meeting certain educational requirements, to continue acting as such while an application for full licensure is pending, or up to 90 days, whichever is sooner;
- Clarifies that once a preneed funeral contract has been fulfilled, statutory deposit requirements for proceeds do not apply;
- Requires, with a specified exception, that monument retailers must comply with the same inspection and place of business requirements as monument builders;
- Updates the definition of “two-component explosive” to reflect the current market;
- Allows contractors to begin repairs on previously permitted fire alarms after filing a permit application and specifying the repair is not compliant until permitted and approved;
- Amends continuing education requirements for individuals licensed to solicit, sell, or adjust insurance in the state and revises the hours requirement for specified elective insurance agents and adjusters continuing education course;
- Amends provisions regarding appointments to transact insurance or adjust claims on behalf of an insurer or employer, to apply certain deadlines to renewal appointments, and to revise procedures and requirements when an individual was not properly appointed by inadvertent error;
- Adds the designation of “Insurance Customer Service Representative” from “Statewide Insurance Associates LLC” to the list of designations that will qualify a person for licensure as an insurance agent’s customer representative;
- Increases the maximum license suspension for title insurance agents and agencies;
- Provides that coverage for deductibles for property insurance may be written on the surplus lines market without first meeting requirements typically necessary before coverage may be written in the surplus lines market, subject to certain conditions;

- Removes a requirement for personal residential property agents to notify an insured regarding coverage from Citizens Property Insurance Corporation before exporting a policy to the surplus lines marketplace;
- Prohibits an insurance agent or agency from giving, or a lender from requiring, a copy of an insurer's proprietary underwriting information as a condition precedent to extending credit secured by real estate and prohibiting an insurance agent or agency from providing such information;
- Allows flood insurance coverage to be exported to a surplus lines insurer without the agent first seeking to place the coverage with an admitted insurer;
- Revises the scope of fire protection system work for persons with certain contractor classifications of the Division of State Fire Marshal;
- Revises entities involved in the Fire and Emergency Incident Information Reporting Program by replacing and revises the composition of the Fire and Emergency Incident Information System Technical Advisory Panel;
- Extends compliance deadlines and revises permit application requirements relating to minimum radio signal strength for fire department communications and two-way radio systems for existing high-rise buildings and existing apartment buildings;
- Prohibits certain influencing of firesafety inspectors to violate applicable law and prohibits a firesafety inspector knowingly and intentionally requesting, soliciting, accepting, or agreeing to accept a bribe;
- Revises the course required to obtain or renew a fire suppression license or permit to require that such course include both written and practical training approved by the State Fire Marshal;
- Revises the composition of the Firefighters Employment, Standards, and Training Council;
- Allows fire service providers to hire volunteer firefighters, and allows them to continue to function in a volunteer firefighter capacity for the first year of employment while they obtain career firefighter certifications;
- Creates a criminal penalty for aiding and abetting a person engaged in unlicensed bail bond agent activity; and
- Expands the applicability of criminal penalties for impersonation of investigators and personnel of the DFS.

HB 1229 PUBLIC RECORDS

The bill amends s. 28.2221, F.S., relating to electronic access to official records, to require that each county recorder or clerk of the court make the identity of each respondent against whom a final judgment for injunction for protection of a minor under ss. 741.30, 784.046, or 784.0485, F.S., is entered, as well as the fact that such final judgment for an injunction for protection of a minor has been entered against that respondent, publicly available on an Internet website for general public display, which may include the Internet website required by this section, unless the defendant or respondent is a minor.

Any of the previously described information not made available by the county recorder or the clerk of the court on a publicly available Internet website for general public display prior to July 1, 2021, must be made publicly available on an Internet website if the affected party identifies the information and requests that the information be added to a publicly available Internet website for general public display. The bill specifies how the request is to be made and delivered. A fee may not be charged for the addition of the information pursuant to this request.

No later than 30 days after July 1, 2021, notice of the right of any affected party to request the addition of the previously described information must be conspicuously and clearly displayed by the county recorder or clerk of the court on the publicly available Internet website on which images or copies of the county's public records are placed and in the office of each county recorder or clerk of the court. The bill specifies what must be contained in the notice.

Any affected person may petition the circuit court for an order directing compliance with the previously described requirements.

The bill also amends s. 28.29, F.S., relating to recording of orders and judgments, to specify that final judgments for injunctions for protection as provided in chs. 741 and 784, F.S., must be recorded in official records. Other orders must be recorded only on written direction of the court. The direction may be by incorporation in the order of the words "To be recorded in official records" or words to that effect.

HB 1261 HIGHER EDUCATION

Vote: Senate 40-0; House 102-11

CS/HB 1261 passed the House on April 21, 2021. The bill was amended in the Senate on April 27, 2021, and returned to the House. The House concurred in the Senate amendments and subsequently passed the bill as amended on April 28, 2021. Part of the bill also passed the House and Senate in CS/CS/SB 52 on April 28, 2021.

To lower the cost of attendance at a state university and increase access for students and families, the bill provides low cost tuition for in-demand science, technology, engineering, and math degree programs, through a 'Buy One, Get One' free tuition waiver program; provides one free course and a 25 percent discount on tuition and fees for remaining courses in an online baccalaureate degree program to veterans, active duty military servicemembers, active drilling members of the Florida National Guard, and nontraditional students; and waives the out-of-state fee for top-performing out-of-state students who have a grandparent that is a legal Florida resident.

The bill provides COVID-19 liability protection to public and private postsecondary institutions, the Board of Governors of the State University, and the State Board of Education for reasonably necessary actions taken in compliance with federal, state, or local guidance to diminish the impact or spread of COVID-19.

To further promote informed consumer choice and give prospective and current students better access to student outcome data, the bill requires the Board of Governors to create an online dashboard that includes student graduate data and requires each state university board of trustees to adopt procedures to connect undergraduate students to career planning, coaching, and related programs.

The bill also clarifies that postsecondary tuition and fee exemptions apply to a student who is currently in the custody of the Department of Children and Families or a specified relative or nonrelative, or who was at the time he or she reached 18 years of age; requires participants in the Last Mile College Completion program and recipients of the Florida Farmworker Students Scholarship Program to meet the general student eligibility requirements relating to Florida residency; removes obsolete provisions related to the various Florida Student Assistance Grant programs; and requires all institutions that receive state financial aid and tuition assistance programs to report identified information

HB 1289 AUTONOMOUS VEHICLES

The bill defines the term “low-speed autonomous delivery vehicle” as a fully autonomous vehicle that meets the current federal definition and authorizes such vehicles to operate only on streets or roads where the posted speed limit is 35 miles per hour or less. Such vehicles are not prohibited from crossing a road or street at an intersection where the road or street has a posted speed limit of more than 35 miles per hour. However, a low-speed autonomous delivery vehicle may operate on a street or road with a posted speed limit of more than 35 miles per hour, but no more than 45 miles per hour, if:

- The vehicle travels no more than one continuous mile, except that the entity with jurisdiction over the street or road may authorize travel in excess of that distance;
- The vehicle operates exclusively in the right lane, other than for the purpose of completing a turn; and
- On a two-lane street or road where overtaking and passing another vehicle is unsafe, and five or more vehicles are formed in a line behind the low-speed autonomous delivery vehicle, the delivery vehicle exits the roadway wherever sufficient space exists, to permit the following vehicles to proceed.

The bill sets out equipment requirements for such vehicles and provides that the new provisions are superseded by any conflicting federal regulations. The bill also establishes insurance coverage requirements for such vehicles and exempts them from specified provisions of law relating to authorized use of golf carts, low-speed vehicles, and utility vehicles.

The provisions of any motor vehicle equipment laws or regulations of this state, relating to or supporting motor vehicle operation by a human driver but not relevant for an automated driving system, are rendered inapplicable to fully autonomous vehicles designed to be operated exclusively by the automated driving system for all trips.

The bill also revises the definition of the terms:

- “Autocycle,” by clarifying that the required brakes on such autocycles must meet the requirements of a specified Federal Motor Vehicle Safety Standard relating to antilock brakes, and by revising the requirement for a steering “wheel” to a steering “mechanism.”
- “Personal delivery device,” by removing the current 80-pound weight limitation (excluding cargo) and replacing it with a weight that does not exceed the maximum established by rule by the Florida Department of Transportation (FDOT). The bill authorizes the FDOT to adopt rules to implement provisions of law relating to personal delivery devices.

SB 1598 CONSUMER PROTECTION

The bill amends several insurance-related provisions to provide greater protections for consumers and oversight of public adjusters and residential property insurers.

Public Adjusters

- Prohibits a licensed contractor or subcontractor from advertising, soliciting, offering to handle, handling, or performing public adjuster services, unless licensed and compliant as a public adjuster.
- Specifies that entities must comply with s. 626.8696, F.S., with respect to possessing an adjusting firm license, provides an exception for adjusting firm’s branch place of business if certain

requirements are met; and authorizes administrative penalties for noncompliance with licensure requirements.

- Increases the cooling-off period from 3 to 10 days during which a consumer may cancel his or her contract with a public adjuster.
- Requires each public adjuster to provide an estimate of the loss to the claimant or insured within 60 days after the execution of the public adjuster contract and specifies that the written estimate of loss of the public adjuster must include an itemized, per-unit estimate of the repairs.
- Prohibits a person other than a licensed public adjuster or attorney from advertising services that require a license as a public adjuster or offering to initiate or negotiate a claim on behalf of an insured.
- Prohibits a public adjuster, public adjuster apprentice, or public adjusting firm that solicits a claim and does not enter into a contract with an insured or third-party claimant, from charging or receiving payment from an insured or a third-party claimant.
- Eliminates the \$60 initial licensure fee and renewal fees for an adjusting firm license.

Residential Property Insurers; Surplus Lines Insurers

- Requires a residential property insurer to initiate a claim investigation within 14 days of receiving a proof of loss statement; current law provides 10 business days.
- Directs insurers to provide to policyholders the adjuster's name and state adjuster license number when a claim investigation involves a physical inspection of the property, and to maintain a record of each adjuster who communicates with the policyholder.
- Requires the insurer to provide notices that explain when the insurer is providing a preliminary or partial estimate or making a claim payment that is not the full and final payment for the claim.
- Directs insurers to provide the Homeowner Claims Bill of Rights pursuant to any personal lines residential property insurance claim and adds notice regarding the right to receive interest and the utility of taking video of damages and repairs.
- Expands the definition of sliding, a practice that violates the Unfair Insurance Trade Practices, to include:
 - Initiating, effectuating, binding, or otherwise issuing an insurance policy without the prior informed consent of the person who owns the property that will be insured.
 - Submitting an invoice for premium payment to a mortgagee or escrow agent in order to institute an insurance policy without the prior informed consent of the owner of the property, with exceptions.
- Requires that, prior to the placement of an insured with a surplus lines insurer, a disclosure must be provided to the insured that the Florida Insurance Guaranty Association (FIGA) does not provide any protections for persons insured by a surplus lines carrier that becomes insolvent.
- Applies the property insurance claim investigation and communication requirements of section 627.70131, F.S., to surplus lines insurers.

Other Provisions

- Requires an entity regulated by the Department of Financial Services (DFS) or the Office of Insurance Regulation to respond to document requests from the Division of Consumer Services of DFS, and authorizes the department to impose penalties for noncompliance.
- Requires insurance agencies whose name contains the word "Medicare" or Medicaid," to delete those words from the agency name no later than June 30, 2023.

- Authorizes DFS to suspend, revoke, or refuse to issue the license of an insurance agent, adjuster, customer representative, service representative, or managing general agent that makes a consumer's personal financial or medical information available to the public, or initiates without the request of a prospective customer in-person or telephone solicitation after 9 p.m. or before 8 a.m. local time of the prospective customer.
- Requires insurers to include information regarding the free financial literacy programs offered by DFS at the time the insurer informs an applicant or insured that a credit report or score is being requested for underwriting or rating purposes.
- Eliminates the \$100 deductible an insured must pay to the Florida Insurance Guaranty Association in order to receive payment on their claim through the association.
- Revises the definition of a "covered claim," for purposes of the Florida Workers' Compensation Insurance Guaranty Association, to exclude the return of premium resulting from a policy that was not in force on the date of the final order of liquidation.
- Prohibits the sale of industrial life insurance policies, effective July 1, 2021.

SB 1890 CAMPAIGN FINANCING

05/07/21 Approved by Governor; Chapter No. 2021-016

CS/CS/SB 1890 adds political committees sponsoring or in opposition to constitutional amendments proposed by initiative to the list of entities subject to a \$3,000 contribution limit from a person or political committee. The contribution limit will no longer apply to such a political committee once the Secretary of State has issued a certificate of ballot position and a designating number for the proposed constitutional amendment.

The bill preempts local governments from enacting or adopting:

- Contribution limits that differ from existing limits specified in statute;
- Any limitation or restriction involving contributions to a political committee or an electioneering communications organization; or
- Any limitation or restriction on expenditures for an electioneering communication or an independent expenditure.

The bill also revises the authorized methods for disposing of surplus campaign funds to:

- Prohibit a candidate from donating such funds to a charitable organization by which he or she is employed; and
- Eliminate restrictions on which candidates may donate to which government funds to allow all candidates for state and local office to deposit surplus funds in the general revenue fund of a political subdivision, the state General Revenue Fund, or the Election Campaign Financing Trust Fund.

SB 1892 EMERGENCY PREPAREDNESS AND RESPONSE FUND

CS/CS/SB 1892 creates the Emergency Preparedness and Response Fund as a trust fund within the Executive Office of the Governor. Moneys specifically appropriated to the fund are available as a primary funding source for the Governor for purposes of preparing or responding to a disaster declared by the Governor as a state of emergency that exceeds regularly appropriated funding sources.

In accordance with Article III, section 19(f)(2) of the Florida Constitution, the Emergency Preparedness and Response Fund terminates on July 1, 2025, unless terminated sooner. Before the fund terminates, the Division of Emergency Management and the Governor must recommend to the Legislature whether to recreate the fund or allow it to terminate.

SB 1944 UTILITY AND COMMUNICATIONS POLES

CS/SB 1944 creates a process for handling redundant utility poles and abandoned pole attachments and vests the Florida Public Service Commission (commission) with jurisdiction to administer the bill's provisions.

The bill revises section 120.80(13), Florida Statutes, to exempt the commission's adopted rules related to statements of estimated regulatory costs from the requirements of section 120.541, Florida Statutes.

The bill defines the terms "attaching entity," "communications services," "pole," "pole attachments," "pole owner," and "redundant pole."

Under the bill, the commission is authorized to adopt rules, regulate and enforce rates, terms, and conditions for pole attachments when parties are unable to reach an agreement; and to regulate safety, vegetation management, repair, replacement, maintenance, relocation, emergency response, and storm restoration requirements for poles and pole attachments. The bill requires the commission to establish cost-based rates, terms, and conditions for pole attachments using Federal Communications Commissions (FCC) decisions, orders and appellate decisions in FCC cases unless a pole owner or attaching entity establishes an alternative cost is appropriate and in the public interest. The commission must hear and resolve complaints concerning charges, terms, conditions, voluntary agreements, or denial of access to pole attachment under 47 United States Code, section 224. The bill provides the FCC precedent is not binding upon the commission in such hearings.

The bill delineates circumstances in which a pole owner may deny access on a nondiscriminatory basis to its poles, including insufficient capacity, safety and reliability, and when required by generally applicable engineering purposes. Such evaluation must consider relevant construction and reliability standards approved by the commission and may include financial and performance-related capabilities of the entity requesting access.

The bill requires the commission to allow petitioning pole owners or attaching entities to participate as intervenors in the first five formal administrative proceedings.

The commission is required to adopt procedural rules by January 1, 2022, to administer and implement the provisions of the bill and to provide certification to the FCC.

The bill requires the commission to adopt rules by April 1, 2022, that consider the interests of the subscribers. The rules must include:

- Provisions for mandatory pole inspections, including repair or replacement;
- Vegetation management requirements for poles owned by communications providers; and
- Monetary penalties imposed on communications services providers for failure to comply with commission rules; and

The bill provides the commission authority to access books and records of communications services providers under limited conditions; if such documents are confidential and exempt as proprietary confidential business information, they will retain that status.

The bill creates section 366.97, Florida Statutes, relating to redundant poles and transfer of ownership. The bill:

- Requires pole attachments to be removed from a redundant pole within 180 calendar days of receipt of written notice to do so;
- Requires the commission to create a process for pole owners to provide notification to attaching entities of major hardening projects and provides certain requirements for notice and review of the project;
- Allows a pole owner to relocate an attachment to a new pole at the attachment owner's expense after failure to remove the attachment within the 90 days of receiving written notice; • Requires an attaching entity to reimburse the pole owner within 60 days of receiving the pole owner's invoice.
- Allows the right for repayment to be enforced in circuit court, subject to prejudgment interest, attorneys' fees and costs.
- Requires the non-compliant attaching party to indemnify, defend, and hold harmless the pole owner and its directors, officers, agents, and employees against all liability, except for negligence or willful misconduct.
- Allows a pole owner to remove and sell or dispose of a noncompliant attaching entity's pole attachment at the noncompliant entity's expense unless excused by an event of force majeure or other good cause.
- Allows the commission to impose requirements for an attaching entity to post a security instrument in favor of the pole owner in an amount sufficient to cover the cost of removal, transfer, or disposal of the attachment, unless an existing agreement expressly provides for or disclaims security agreements.
- Authorizes the commission to issue orders, upon petition by the pole owner, to require the removal or transfer of pole attachments by noncompliant attaching entities.
- Provides parties may enter into pole attachments contracts without commission approval and that existing contract rights under valid pole agreements entered into before the bill's effective date are not impaired.
- Authorizes the commission to adopt rules by April 1, 2022, to implement provisions relating to the timely and coordinated removal of all pole attachments from redundant poles; and establishing monetary penalties to be imposed against any entity in violation of the rules.

The bill has a negative impact to state revenues and expenditures. The commission estimates it will take eight full-time equivalent positions and recurring costs of \$460,668 and nonrecurring costs of \$31,828 in order to implement this bill. Fiscal Year 2021-2022 legislative budget conference agreed to appropriate the commission's original estimated cost associated with implementing the bill, as originally filed, contingent on SB 1944, House Bill 1567, or similar legislation becoming law.

HB 5601 HIGHER EDUCATION

Vote: Senate 40-0; House 110-7

The bill authorizes Florida Postsecondary Comprehensive Transition Program grants as provided in the General Appropriations Act.

The bill provides minimum performance standards for institutions to be eligible to participate in the William L. Boyd IV, Effective Access to Student Education Grant Program. Participating institutions must submit an accountability report to the Department of Education which includes the following metrics:

- Access rates based upon percentage of Pell-eligible students.
- Affordability rates based upon average student loan debt; federal, state, and institutional financial assistance; and average tuition and fees.
- Graduation rates.
- Retention rates.
- Postgraduate employment or continuing education rates.

The department is required to recommend minimum performance standards that institutions must meet to remain eligible to receive grants.

The bill repeals the Access to Better Learning and Education Grant Program.

The bill expands the existing \$200,000 faculty salary cap from state university administrative employees to include all university faculty, excluding those in the following programs:

- Computer Information Sciences and Support Services;
- Engineering;
- Engineering Technologies and Engineering-Related Fields;
- Florida Mental Health Institute;
- Health Professions and Related Programs;
- Homeland Security;
- Law Enforcement, Firefighting, and Related Fields;
- Mathematics;
- Nursing;
- Physical Sciences; and
- Medical schools.

HB 7059 CORPORATE INCOME TAX

The bill adopts provisions of the Internal Revenue Code in effect on January 1, 2021, for purposes of Florida's corporate income tax. The bill does not adopt specified provisions related to:

- The temporary increase in the deduction of business interest expense.
- The temporary increase in expensing available to film and entertainment productions.
- The temporary increase in the deduction for business meals.
- The depreciation of Qualified Improvement Property.

SB 7072 SOCIAL MEDIA PLATFORMS

05/24/21 Approved by Governor; Chapter No. 2021-32

The bill establishes a violation for social media deplatforming of a political candidate or journalistic enterprise and requires a social media platform to meet certain requirements when it restricts speech by users. The bill prohibits a social media platform from willfully deplatforming a candidate for political office and allows the Florida Elections Commission to fine a social media platform \$250,000 per day for deplatforming a candidate for statewide office and \$25,000 per day for deplatforming any other candidate, in addition to the remedies provided in chapter 106, F.S. If a social media platform willfully provides free advertisements for a candidate, such advertisement is deemed an in-kind contribution, and the candidate must be notified.

The bill establishes restrictions for receiving economic benefits or contracting with public entities for certain social media platforms who have violated antitrust laws and who have been placed on the Antitrust Violator Vendor List. The Department of Management Services is required to maintain the Antitrust Violator Vendor List of the names and addresses of the people or affiliates who have been disqualified from the public contracting and purchasing process. The Attorney General is authorized to place an entity on the Antitrust Violator List on a temporary basis under specified circumstances. The bill provides for exceptions from the applicability of the antitrust violator provisions.

A social media platform that fails to comply with the requirements under the bill may be found in violation of the Florida Deceptive and Unfair Trade Practices Act by the Department of Legal Affairs. Additionally, a user of a social media platform may bring a private cause of action against a social media platform for failing to apply consistently certain standards and for censoring or deplatforming without proper notice.

SB 7074 PUBLIC RECORDS/SOCIAL MEDIA PLATFORM ACTIVITIES

05/24/21 Approved by Governor; Chapter No. 2021-33

The bill makes confidential and exempt from public records copying and inspection requirements information received by the Attorney General in an investigation into whether a social media platform has committed an antitrust violation based on a case brought by a governmental entity; or failed to meet certain requirements before restricting a user's speech. All such information remains confidential and exempt during the active investigation. Once the investigation ceases to be active, the following information remains confidential and exempt:

- All information to which another public records exemption applies;
- Personal identifying information;
- A computer forensic report;
- Information that would otherwise reveal weaknesses in a business's data security; and
- Proprietary business information.

This public records exemption expires October 2, 2026, unless saved from repeal by the Legislature.

HB 0001 COMBATING PUBLIC DISORDER

04/19/21 Approved by Governor; Chapter No. 2021-006

The bill (Chapter 2021-6, L.O.F.) addresses acts of public disorder and responses to public disorder by:

- Codifying the common law elements of the first degree misdemeanor offense of affray, which a person commits if he or she engages, by mutual consent, in fighting with another person in a public place to the terror of the people;

- Defining the third degree felony offense of riot, which a person commits if he or she willfully participates in a violent public disturbance involving an assembly of three or more persons, acting with a common intent to assist each other in violent and disorderly conduct, resulting in:
 - Injury to another person;
 - Damage to property; or
 - Imminent danger of injury to another person or damage to property;
- Creating the second degree felony offense of aggravated rioting, which a person commits if, in the course of committing a riot, he or she:
 - Participates with 25 or more persons; or Causes great bodily harm to a person not participating in the riot;
 - Causes property damage in excess of \$5,000;
 - Displays, uses, threatens to use, or attempts to use a deadly weapon; or By force, or threat of force, endangers the safe movement of a vehicle traveling on a public street, highway, or road;
- Defining the third degree felony offense of inciting a riot, which a person commits when he or she willfully incites another person to participate in a riot, resulting in a riot or imminent danger of a riot;
- Creating the second degree felony offense of aggravated inciting a riot, which a person commits if he or she:
 - Incites a riot resulting in great bodily harm to another person not participating in the riot;
 - Incites a riot resulting in property damage in excess of \$5,000; or
 - Supplies a deadly weapon to another person or teaches another person to prepare a deadly weapon with intent that the deadly weapon be used in a riot for an unlawful purpose;
- Specifying that these public disorder offenses do not prohibit constitutionally protected activity such as peaceful protest;
- Requiring a person to be held in jail until he or she appears for a first appearance hearing and a court determines bond if the person was arrested for mob intimidation, riot, aggravated riot, inciting a riot, aggravated inciting a riot, unlawful assembly, theft or burglary committed during a riot or an aggravated riot, and theft committed within a county that is subject to a state of emergency (conforming to a current first appearance requirement for burglary committed within a county that is subject to a state of emergency);
- Authorizing the state attorney for the judicial circuit in which a municipality is located, or a member of the governing body of that municipality, to appeal to the Administration Commission a reduction in the operating budget of the municipal law enforcement agency, similar to the budget reduction appeals process available to sheriffs;
- Revising s. 316.2045, F.S., relating to obstruction of roadways, to remove language that federal courts found unconstitutional, modify the pedestrian violation for willful obstruction of roadways to add the element of remaining in the roadway but remove the element of approaching motor vehicles on the roadway, and specify that this pedestrian violation does not prohibit a local governmental entity from issuing a lawful special event permit;
- Providing that a municipality is civilly liable for specified damages proximately caused by the municipality's breach of a duty to allow the municipal law enforcement agency to respond appropriately to protect persons and property during a riot or an unlawful assembly (as specified

in the bill), and providing that statutory sovereign immunity recovery limits do not apply to such action;

- Increasing penalties for assault and battery, and increasing offense severity level rankings for aggravated assault and aggravated battery, when committed in furtherance of a riot or an aggravated riot;
- Repealing s. 870.03, F.S., which punishes committing specific types of damage (to dwellings, buildings, ships, or vessels) during an unlawful assembly, since this type of public disorder would be punished by the offense of riot (as defined by the bill);
- Creating the first degree misdemeanor offense of mob intimidation, which is committed when a person, assembled with two or more other persons and acting with a common intent, uses force or threatens to use imminent force, to compel or induce, or attempt to compel or induce, another person to do or refrain from doing any act or to assume, abandon, or maintain a particular viewpoint against his or her will;
- Providing for a six-month mandatory minimum sentence for battery on a law enforcement officer if the offense was committed in furtherance of a riot or an aggravated riot;
- Increasing the offense severity level rankings for an assault or battery on a law enforcement officer or other specified official when the offense was committed in furtherance of a riot or an aggravated riot;
- Amending s. 806.13, F.S., relating to criminal mischief, to provide that it is a third degree felony for any person, without the consent of the owner of a memorial or historic property, to willfully and maliciously deface, injure, or otherwise damage the memorial or historic property if the value of the damage is greater than \$200, and requiring restitution of the full cost of repair or replacement of the memorial or historic property;
- Creating the second degree felony offense of willfully and maliciously destroying, demolishing, or pulling down any memorial or historic property unless authorized by the owner of the memorial or historic property, and requiring restitution of the full cost of repair or replacement of the memorial or historic property;
- Reclassifying the degree, and increasing the offense severity level ranking, of specified burglary and theft offenses committed during a riot or an aggravated riot when facilitated by conditions arising from the riot;
- Creating the first degree misdemeanor offense of cyberintimidation by publication, which a person commits if he or she electronically publishes another person's personal identification information with the intent to, or with the intent that a third party will use the information to: incite violence or commit a crime against the person; or threaten or harass the person, placing the other person in reasonable fear of bodily harm;
- Creating an affirmative defense in a civil action for damages for personal injury, wrongful death, or property damage that such action arose from an injury or damage sustained by a participant acting in furtherance of a riot;
- Increasing the offense severity ranking level of offenses involving willfully injuring or removing a tomb or monument; and
- Ranking battery during a riot or an aggravated riot and several other public disorder offenses in the offense severity level ranking chart of the Criminal Punishment Code

These provisions were approved by the Governor and take effect April 19, 2021.

SB 0050 TAXATION

04/19/21 Approved by Governor; Chapter No. 2021-002

Chapter 2021-2, L.O.F., the “Park Randall ‘Randy’ Miller Act,” contains provisions related to the sales and use tax and the reemployment tax.

Sales and Use Tax

The law requires out-of-state retailers and marketplace providers with no physical presence in Florida to collect Florida’s sales tax on sales of taxable items delivered to purchasers in Florida if the out-of-state retailer or marketplace provider made a substantial number of sales into Florida in the previous calendar year. A substantial number of remote sales is sales in an amount exceeding \$100,000. Effective April 1, 2022, marketplace providers must also collect the following ancillary fees: the lead-acid battery fee, the waste tire fee, and the “E911” fee; and certain large retailers may contract with a marketplace provider to have the retailer be the party required to collect and remit the sales tax.

The law relieves most taxpayers and remote dealers of liability for tax, penalty, and interest for unpaid taxes on sales and uses that occurred prior to July 1, 2021; however, dealers are only relieved of liability if they register with the Department of Revenue by October 1, 2021. Marketplace sellers and providers are also largely relieved of liability.

The law repeals Florida’s “bracket system” and requires dealers to use traditional rounding conventions to calculate sales taxes.

Reemployment Tax

The law deposits an amount equal to the estimated revenues from the collection of sales and use tax from remote dealers into the Unemployment Compensation Trust Fund until such time the trust fund balance exceeds \$4.07 billion.

The law requires recalculation of the 2021 Reemployment Assistance Tax rates, disregarding the reemployment assistance benefits paid that were related to COVID-19, and authorizes refunds for taxpayers that have already paid the first calculation of the 2021 tax rates. Additionally, all future Reemployment Assistance Tax rates will be calculated disregarding benefit charges related to COVID-19.

Rental of Commercial Real Property

The law reduces the tax rate on the rental of commercial real property from 5.5 percent to 2 percent beginning the second month after the Unemployment Compensation Trust Fund exceeds a balance of \$4.07 billion.

These provisions were approved by the Governor and take effect July 1, 2021, except where otherwise provided.

HB 0419 EARLY LEARNING AND EARLY GRADE SUCCESS

05/04/21 Approved by Governor; Chapter No. 2021-010

The Florida Office of Early Learning (OEL) is responsible for overseeing statewide implementation of the School Readiness and Voluntary Prekindergarten Education (VPK) early learning programs. Although situated within the Department of Education (DOE) and accountable to the Commissioner of Education, the OEL and its executive director have independent authority to exercise all powers, duties, and functions

prescribed by law and adopt rules. The bill revises statewide governance and accountability for early learning programs implemented through the OEL by:

- repealing the OEL and its executive director and establishing a Division of Early Learning within the DOE, thereby placing the responsibility for overseeing the VPK and School Readiness programs, including rulemaking authority, with the State Board of Education (SBE);
- providing a type two transfer of the Gold Seal Quality Care Program from the Department of Children and Families to the DOE and revising requirements to become an accrediting association; and
- establishing the Council for Early Grades Success within the DOE to review the implementation and administration of a coordinated screening and progress monitoring program.

The bill requires the Commissioner of Education to design and implement, starting in the 2022-2023 program year, a coordinated screening and progress monitoring program to assess emergent literacy and mathematics skills for VPK through grade 3 students. The program must be based on the Next Generation Sunshine State Standards and VPK standards and provide the outcomes and learning gains data for the VPK performance metric. Among other elements, the program must identify students who may be performing below grade or developmental level.

The bill repeals s. 1002.69, F.S., relating to kindergarten screening and readiness rate calculation and establishes a timeline for phasing in a new VPK accountability system. Beginning in the 2022-2023 program year, the accountability system is based on a performance metric that includes student outcomes, learning gains, and observations of child-teacher interactions. Beginning in the 2023-2024 program year, the accountability system must assign VPK providers a performance designation.

The bill provides the SBE with oversight and enforcement authority over the state's early learning coalitions (ELCs), reduces the maximum allowable number of ELCs from 31 to 30, and revises ELC membership.

The bill also:

- allows certain child care providers on military installations to participate in early learning programs; and
- allows districts to use the research-based reading allocation to fund intensive interventions for VPK students who are identified with a substantial deficiency in early literacy skills.

The Fiscal Year 2021-2022 General Appropriations Act provides \$7.5 million to the DOE to implement CS/CS/HB 419.

SB 2006 EMERGENCY MANAGEMENT

05/03/21 Approved by Governor; Chapter No. 2021-008

The bill better equips Florida to address a pandemic or other public health emergency, prohibits requirements of COVID-19-vaccination documentation to access, enter, or receive service from businesses, governmental entities, and educational institutions, and protects Floridians from local orders that unnecessarily infringe rights or liberties in the name of addressing a purported emergency.

The bill requires state agencies to take the following actions to prepare for the next public health emergency:

- The Department of Health must create a state public health emergency management plan, and requires the Division of Emergency Management to incorporate that plan into the state’s comprehensive emergency management plan; and
- The Division of Emergency Management must:
 - Maintain an inventory of state-owned personal protective equipment; and
 - Include provisions in its statewide emergency shelter plan to address sheltering during a pandemic that requires distancing.

The bill also provides additional transparency and legislative oversight of the executive branch’s emergency powers. The bill:

- Limits emergency orders, proclamations, and rules to 60-day durations that can be renewed as long as the emergency conditions persist;
- Requires the Governor, if he or she closes schools or businesses, to state specific reasons why the schools or businesses need to close and reassess the closure regularly; and
- Authorizes the Legislature to pass a concurrent resolution to terminate orders and directives issued under a state of emergency, instead of just the state of emergency itself.

The bill also targets county and city emergency orders that address purported emergencies but that also infringe the rights or liberties of Floridians. To protect Floridians from these orders the bill:

- Requires the governmental entity imposing an ordinance or other measure that deprives a person of a right or liberty to prove that the measure is “narrowly tailored” to address a “compelling public health or safety purpose”;
- Authorizes the Governor to invalidate an order that “unnecessarily restricts individual rights or liberties”; and
- Limits the duration of emergency orders to 7 days, with the option to renew the orders up to 5 times.

The bill also prohibits requirements of COVID-19-vaccination documentation to access, enter, or receive service from businesses, governmental entities, and educational institution. The bill prohibits such entities from requiring Floridians to provide proof of vaccination or post-infection recovery from COVID-19 but does not restrict the use of screening protocols.

Finally, the bill includes several provisions to better address the financial strain that emergencies place on state and local government. Specifically the bill,

- Provides legislative intent that during an emergency, spending will first come from funds specifically appropriated to state and local agencies for disaster relief.
- Provides that the second recourse for funding is the newly created Emergency Response Fund.
- Provides that if additional funds are needed during an emergency beyond what is already appropriated in the new Emergency Response Trust Fund, the Governor can request additional funds by submitting a budget amendment through the LBC, requesting more funds in the Trust Fund.

These provisions take effect July 1, 2021, except where otherwise provided. (Chapter 2021-8, L.O.F.)

HB 7011 STUDENT LITERACY

05/04/21 Approved by Governor; Chapter No. 2021-009

CS/HB 7011 passed the House on April 21, 2021, as amended, and subsequently passed the Senate on April 26, 2021. The bill enhances student literacy supports by aligning teacher preparation programs and teacher and administrator professional development with evidence-based reading instruction, implementing a progress monitoring system to aid in identifying students that require supports, and establishing a statewide system of literacy teams to work with schools to improve student performance in reading.

The bill requires the implementation of a Voluntary Prekindergarten Education Program through grade 8 progress monitoring system beginning in the 2022-2023 school year. The system must be designed to provide Florida educators with data to identify students with substantial deficiencies in reading and monitor the effectiveness of interventions.

The bill also establishes the Reading Achievement Initiative for Scholastic Excellence (RAISE) Program, a statewide system for delivering school-based literacy supports through 20 regional literacy expert support teams. Schools must be identified based on data from the progress monitoring system and results from statewide, standardized English Language Arts assessments. The program must include evidence-based professional development, assistance with implementing data-informed instruction and evidence-based interventions, and coordination of school improvement school district reading plans.

The Department of Education must update the reading endorsement credential and develop a competency-based pathway to earn the reading endorsement. Additionally, participants in certain teacher preparation programs must complete the reading endorsement competencies prior to graduation. The bill also streamlines school district adoption of certain evidence-based instructional materials and revises teacher preparation program admission requirements.

To increase parent involvement in educational decisions, school districts must provide monthly progress updates to parents of students with substantial reading deficiencies and provide them with information related to exceptional student education process and conditions that impair learning such as dyslexia. The Office of Early Learning and early learning coalitions must provide guidance and planning to assist with the transition from prekindergarten to kindergarten.

The General Appropriations Act for FY 2021-2022 appropriated \$14,500,000 for the implementation of this bill, with \$8,000,000 appropriated to implement the PK-8 Progress Monitoring System and \$6,500,000 appropriated to implement the RAISE Program. School districts may incur indeterminate costs associated with implementing the bill.

The bill was approved by the Governor on May 4, 2021, ch. 2021-9, L.O.F., and will become effective on July 1, 2021.

III. FINAL BUDGET

EDUCATION

Total Appropriations: \$26.7 billion

- ***\$17.7 billion GR***
- ***\$9 billion TF, excludes tuition***

Total Funding - Including Local Revenues: \$39.3 billion

- ***\$26.7 billion state funds***
- ***\$12.6 billion local funds***

STATE UNIVERSITY SYSTEM

Total: \$5.3 billion [\$2.8 billion GR; \$508.3 million TF; \$2 billion tuition/fees]

- **Performance Based Funding - \$560 million**
 - State Investment - \$265 million GR
 - Institutional Investment - \$295 million
- **Reduction of University Faculty Salaries (state funded) in Excess of \$200,000 - (\$18.5) million reduction GR**
 - **This salary cap does not apply to faculty in the following fields:** Computer Information Sciences and Support Services; Engineering; Florida Mental Health Institute; Health Professions and Related Programs; Homeland Security; Law Enforcement, Firefighting, and Related Fields; Mathematics; Nursing; Physical Sciences; and Medical schools.
- **Incentives for Programs of Strategic Emphasis - \$25 million**
 - **This appropriation is set out to help universities incur the cost of the tuition waiver for upper-level STEM courses included in HB 5601**
- **Florida Integrated Library System and Distance Learning Student Services - \$11.8 million GR**
- **No tuition increase**

STUDENT FINANCIAL AID

Total: \$982.6 billion [\$273.3 million GR, \$709.3 million TF]

- **Bright Futures - \$623.3 million TF (maintains student awards at levels consistent with current law but eliminates funding for the textbook stipend)**
- **Benacquisto Scholarship Program - \$34.3 million GR**
 - \$7.7 million workload increase
- **Children/Spouses of Deceased or Disabled Veterans Workload Increase - \$11 million GR**
 - \$2.6 million workload increase

- **Dual Enrollment Scholarship - \$15.5 million GR** - funds to reimburse eligible postsecondary institutions for tuition and related costs for dual enrollment courses taken by certain high school students
- **Randolph Bracy Ocoee Scholarship Program - \$305,000 GR** - funds to provide up to 50 scholarships for students who are direct descendants of victims of the Ocoee Election Day Riots in November 1920 and for current African American residents of Ocoee,

TRANSPORTATION, TOURISM, AND ECONOMIC DEVELOPMENT

Total Budget: \$13.7 billion

- **\$273.9 million GR**
- **\$13.5 billion TF**

DEPARTMENT OF ECONOMIC OPPORTUNITY

Total: \$1.1 billion [\$140.9 million GR; \$965.9 million TF]

- **Affordable Housing Programs from the Affordable Housing Trust Fund - \$209.2 million TF**
 - **State Housing Initiatives Partnership (SHIP) - \$146.7 million TF (allocated to local governments)**
 - **SHIP provides funds to local governments as an incentive to create partnerships that produce and preserve affordable homeownership and multifamily housing. SHIP funds are distributed on an entitlement basis to all 67 counties and 52 CDBG entitlement cities in Florida.**
 - **State Apartment Incentive Loan (SAIL) Programs - \$62.5 million TF**
 - **SAIL provides low-interest loans on a competitive basis to affordable housing developers each year for the construction or substantial rehabilitation of multifamily units affordable to very low income individuals and families.**
- **Florida Job Growth Grant Fund - \$50 million GR**
 - **Proposals are chosen by the Governor to meet the demand for workforce or infrastructure needs in the community they are awarded to.**
- **Library Grants and Initiatives - \$26.3 million GR**
 - **Library Construction Grants ranked list**
 - **Only project funded: \$250,000 GR nonrecurring for Public Library Construction - Homestead (Senate Form 1320) (HB 2517)**
 - **Provides state funds to governments to construct public libraries. Funds are awarded on a dollar-for-dollar match of the grant amount to selected governments**

DEPARTMENT OF STATE

Total: \$120 million [\$88.1 million GR; \$31.9 million TF]

- **Cultural and Museum Program Support and Facilities Grants and Initiatives- \$31.1 million GR**

- Cultural & Museum Program Support Grants - \$26.7 million GR
 - Cultural and Museum Ranked List - \$23.2 million
 - Funds distributed proportionally to all 515 projects
 - Culture Builds Florida Ranked List - \$3.5 million
 - Funds all 153 projects
 - **This program is lead by the Florida Division of Cultural Affairs, to promote arts and culture as essential to quality of life for all Floridians.**
- Culture and Museum Projects - \$4.4 million GR
- Historical Resources Preservation - \$5.65 million GR and TF
 - Historic Preservation Small Matching Grants Ranked List - \$750,005 GR and \$1.5 million TF
 - Funds all 58 projects
 - **Provides funding to assist local, regional and state-wide efforts to preserve significant historic and archaeological resources, and to promote knowledge and appreciation of the history of Florida.**
 - Historic Preservation Projects - \$3,334,628 GR
 - Funds 7 projects
- Elections
 - \$7.6 million TF
 - **This funding is allocated for voter registration activities, Election Activity Grants to Supervisors of Elections, voting systems assistance, and election fraud prevention.**

DEPARTMENT OF TRANSPORTATION

Total: \$10.3 billion TF

- Transportation Work Program - \$9.2 billion TF
- Small County Road Resurface Assistance Program (SCRAP) - \$38.2 million
 - **SCRAP assists small county governments in resurfacing and reconstructing county roads.**
 - The House allocated the same amount for SCRAP
- Small County Outreach Program (SCOP)- \$88.8 million
 - **SCOP assists small county governments in repairing or rehabilitating county bridges, paving unpaved roads, addressing road-related drainage improvements, resurfacing or reconstructing county roads, or constructing capacity or safety improvements to county roads.**
- Local Transportation Initiatives (Road Fund) Projects - \$89.5 million

DIVISION OF EMERGENCY MANAGEMENT

Total: \$1.7 billion [\$15.2 million GR; \$1.7 billion TF]

- Federally Declared Disaster Funding - \$1.6 billion
 - Funding to Communities - \$1.5 billion TF
 - **Includes funding for COVID-19 public assistance programs related to foster youth care and education, adoption promotion, behavioral and mental health, and alcohol and drug abuse since these issues were exacerbated in the wake of the pandemic.**

- State Operations - \$124 million TF
- The Grants and Donations Trust Fund - \$6,384,280
 - These mitigation funds are to be divided pursuant to Florida Statute with the majority going towards Hurricane Loss Mitigation

AGRICULTURE

Total Budget: \$6.7 billion

- \$768.2 million GR
- \$1.3 billion LATF
- \$4.6 billion Other TF

DEPARTMENT OF AGRICULTURE & CONSUMER SERVICES

Total: \$1.8 billion [\$116.7 million GR; \$155.2 million LATF; \$1.5 billion TF]

- Citrus Protection and Research - \$15.2 million TF
 - This funding would go towards Citrus Research and the Citrus Health Response Program which establishes strategies to manage and reduce citrus diseases.
- USDA Hurricane Block Grant - \$1.5 million TF
 - This state grant funding will cover losses of timber, cattle, poultry, as well as for necessary expenses related to losses of horticulture crops and present value losses associated with pecan production.
- US Department of Energy Project Grants - \$1.3 million
 - These programs are designed to stimulate capital investment in the state and promote and enhance the statewide utilization of energy-efficient and renewable energy technologies.

DEPARTMENT OF CITRUS

Total: \$38.6 million [\$17.5 million GR, \$21.1 million TF]

- New Varieties Program - Funding for this program was eliminated.
 - This program supports new variety development research in Florida to provide Florida citrus growers unique and high value varieties for fresh and processed uses.
- Citrus Recovery Program - \$12 million GR
 - These monies are allocated to help the citrus industry and citrus growers market orange juice during the pandemic, to “keep sales hearty as they have been with more people staying home.”

DEPARTMENT OF ENVIRONMENTAL PROTECTION

Total: \$2.2 billion [\$214.7 million GR; \$1.0 billion LATF; \$1.0 billion TF]

- Hazardous Waste and Dry Clean Site Cleanup - \$9 million TF

- **Water Quality Improvements - \$354.5 million**
 - **Septic Upgrade Incentive Program**
 - - \$10 million LATF
 - **This program is designed to offset homeowner costs for septic system upgrades by providing certified installers and licensed plumbers with up to \$10,000 after the installation of enhanced nitrogen-reducing features to existing septic systems located in targeted areas.**
 - **Wastewater Grant Program - 7 positions and \$116.7 million TF**
 - **This is another 1/3 of the affordable housing dollar trust fund**
 - **Local Water Projects - \$116.6 million GR**
- **Resilient Florida Program- 25 positions and \$29 million TF**
 - **This is final 1/3 of the affordable housing trust fund sweep, with these funds coming from the documentary stamp tax.**
 - **This coastline resiliency program provides funding and technical assistance to prepare Florida's coastal communities and ensures a coordinated approach to sea level rise planning among state, regional and local agencies.**
- **Wastewater Revolving Loan Programs - \$211.2 million [\$10.7 million GR; \$200.5 million TF]**
 - **This program provides low-interest loans to local governments to plan, design, and build or upgrade wastewater, stormwater, and nonpoint source pollution prevention projects.**
- **Drinking Water Revolving Loan Program - \$136.6 million [\$8.6 million GR; \$128 million TF]**
 - **This is a financial assistance program to help local government improve water systems to achieve the health protection objectives of the Safe Water Drinking Act.**
- **Small County Wastewater Treatment Grants - \$11 million TF**
 - **These are grants for wastewater management infrastructure for municipalities with fewer than 10,000 people and per capita incomes less than the state per capita income.**
- **Florida Forever - \$102 million**
 - **Florida Forever is a conservation and recreation lands acquisition program, which aims to conserve the state's natural and cultural heritage. It's the largest public land acquisition program of its kind in the United States.**
 - **Does not match DeSantis' \$50 million ask.**
- **DEP Everglades Restoration - \$360.1 million LATF**
- **Comprehensive Everglades Restoration Plan - \$16,499,572**
 - **This is the largest hydrologic restoration project ever undertaken in the United States and aims to restore, preserve, and protect the south Florida ecosystem while providing for other water-related needs of the region, including water supply and flood protection.**

FISH AND WILDLIFE CONSERVATION COMMISSION

Total: \$429.5 million [\$62.4 million GR; \$103.8 million LATF; \$263.3 million TF]

- **Marine Fisheries Recovery Grant Program - \$3.9 million**
 - **Provides spending authority for a federal grant to address marine fisheries impacts from Hurricane Irma.**
- **Deepwater Horizon Restoration Projects - \$12.9 million TF**

- **These many projects aim to restore and protect impacted ecosystems and environments that were affected in the Deepwater Horizon Oil Spill from 2010.**

CRIMINAL JUSTICE

Total Budget: \$588.6 billion

DEPARTMENT OF CORRECTIONS

Total: \$2.896 billion

Overview of prison population:

- Total arrests are down 36% since start of COVID compared to 2019
 - Violent crimes down 4.4. percent
 - Property crimes are down 18.1 percent
 - Drug crimes are down 44.1 percent
- The prison population also has significantly decreased State Prison Population is not expected to grow significantly over the next five years

Major Budget Areas:

- **Staffing to Support Statutory Changes - \$18.2 million**
 - **\$18.2 million for DOC for phase two of a four-year transition for correctional officers to move from 12 hour shifts to 8.5 hour shifts in state-operated institutions, and to provide enhanced delivery of basic recruit training for newly hired correctional officer trainees to also aid in recruitment and retention.**
- **Academic Education Expansion - \$800,000**
- **Career and Technical Education Expansion - \$1 million**
- **Replacement of Critical Transport Vehicles - \$1 million**
- **Consolidate Prison Capacity**
 - The budget gives DOC the authority to develop a comprehensive plan by December 31, 2021 to consolidate a prison. The plan must include specific recommendations for aligning inmate populations with capacity and must identify:
 - The institution, by facility type, capacity, and historical officer vacancy rates.
 - The institution's location and proximity to others within the geographic region.
 - The local labor pool and availability of workforce for staffing the institution.

- Estimated costs for the continued ongoing maintenance and upkeep needs of the institution identified for consolidation.
- Net annual savings generated by an institution consolidation.
- The plan shall also include recommendations to redirect identified cost savings to address correctional officer salaries and shall be utilized to specifically address current correctional officer employment attrition, turnover, and vacancy rates.

ATTORNEY GENERAL/ LEGAL AFFAIRS

Total: \$367.6 million

- **IT Modernization Program Cloud Services - House and Senate - \$2 million**
- **Increase Federal Victims of Crime Act Assistance Grant Program - \$74.2 million**
- **Awards to Claimants Reserve to Shore Up Victims Assistance Program - \$1 million**
 - **Provides nonrecurring funding, to be placed in reserve, to supplement declining revenue in the Crimes Compensation Trust Fund in the event that the cash balance falls below the level needed to pay victims.**
 - **The Crimes Compensation Trust Fund is used to pay for victim compensation claims and to support the operation of the Division of Victims Services. Injured crime victims may be eligible for financial assistance for medical care, lost income, mental health services, funeral expenses and other out of pocket expenses directly related to the injury.**
- **Increase Authority for Antitrust and Complex Litigation Costs - \$4 million**
 - **This provides budget authority to address increased litigation expenses associated with antitrust and complex court cases.**

FLORIDA DEPARTMENT OF LAW ENFORCEMENT (FDLE)

Total: \$313.7 million

- **Florida Incident Based Reporting System (FIBRS) - \$11.5 million**
- **Address Growing Workload for Firearm Eligibility Bureau - \$0.7 million**
- **Tampa Bay Regional Operations Center Maintenance and Repair - \$4.5 million**
 - **Provides nonrecurring funding to continue phase two of a four year phased approach for fixed capital outlay maintenance and repair of the Tampa Bay Regional Operations Center.**

DEPARTMENT OF JUVENILE JUSTICE

Total: \$586.1 million

- Re-Procurement of Detention Medical Contract - \$4.5 million
- Reduce Residential Commitment Capacity - 15.5 million reduction
- Fixed Capital Outlay Maintenance and Repairs - 4.9 million

STATE COURT SYSTEM

Total: \$667.2 million

- Florida Trial Courts Pandemic Recovery Plan - Senate - \$9.5 million
- Appellate Case Management Solutions - \$4.7 million
- Second DCA New Courthouse Building - \$50 million GR
- Approved Judgeships for FY 2020-21 - \$5.2 million

JUSTICE ADMINISTRATIVE COMMISSION (JAC) (STATE ATTORNEYS, PUBLIC DEFENDERS, CAPITAL COLLATERAL REGIONAL COUNSEL, GUARDIAN AD LITEM)

Total: \$1.04 billion

Guardian At Litem - \$55,812,109
State Attorneys - \$510,843,902
Public Defenders - \$253,105,651
Appellate Public Defenders – \$17,886,064

Capital Collateral Regional Counsels - \$12,816,301
Criminal Conflict and Civil Regional Counsels - \$61,078,241

FLORIDA COMMISSION ON OFFENDER REVIEW

Total: \$12.4 million

SENATE HEALTH CARE

AGENCY FOR PERSONS WITH DISABILITIES

Total: \$1.7 billion

- **Employment and Internship Supports - \$1 million**
 - **The appropriation provides funding to assist 412 clients on the waiver waitlist gain employment or paid internships. The Agency maintains a statewide waiting list of individuals requesting services under its developmental disabilities home and community-based service waiver. The waiver provides services that allow a person with developmental disabilities to live in the family home, their own home, or a small group rather than an institution. Service options include personal support services that provide a “meaningful day activity” (adult day training, companion, or supported employment), consumable medical supplies (e.g., diapers), durable medical equipment (e.g., a wheelchair), behavioral and mental health services.**
- **iConnect System - \$1.4 million**
 - **The iconnect system provides continued funding for the data system that will collect Medicaid provider and client service information.**
- **Home and Community Based Services Waiver - \$95.7 MILLION**
 - **House - The house provides \$15 million to serve additional clients on the home and community based services waiver waitlist**

DEPARTMENT OF CHILDREN AND FAMILIES

Total: \$3.8 billion

- **Temporary Assistance for Needy Families Workload - \$12.1 million**
 - **The program provides cash assistance to families with children under the age of 18 or under age 19.**
- **Child Welfare Best Practices- \$42.4 million**
- **Community Mental Health/Substance Abuse Services**
 - **Opioid Response Grant - \$117.1 MILLION**
 - **The funding is used to address opioid use disorder by using Medicaid assisted treatment**
 - **Mental Health Services Block Grant – \$112.5 million**

DEPARTMENT OF HEALTH

Total: \$3,161 million

- **Hormonal Long-acting Reversible Contraception Program - \$2.0 million**

- **Funding to Purchase Pharmaceuticals for Department of Correction's Sexually Transmitted Disease Specialty Care Program - \$7.9 million**
 - **Provides budget authority to DOC to purchase pharmaceuticals through the DOH's cost saving procurement process.**
- **Transfer to FAMU for the Medical Marijuana Use Minority Education Campaign- \$2.3 million**
 - This is not included in the house budget
- **Strengthening the State's Minority Health and Health Equity Infrastructure - \$9 million**
 - **The house allocation provides funds and 4 FTEs to work on strategies to reduce minority morbidity and mortality in the priority areas of HIV/AIDS, chronic diseases, and infant mortality to eliminate health disparities.**
- **Community Health Promotion Grants- \$3 million**
 - **The allocation provides budget authority for federal grants related to oral health workforce activities, snap education, evaluating and expanding Florida's public health dental program.**
- **Local Health Planning Council Grants - \$2.4 million**
 - **Local health councils develop district health plans containing data, analysis and recommendations that relate to health care status and needs in the community. The recommendations are designed to improve access to health care, reduce disparities in health status, assist state and local governments in the development of sound and rational health care policies, advocate on behalf of the underserved.**
 - **Local health councils study the impact of various initiatives on the health care system, provide assistance to the public and private sectors, and create and disseminate materials designed to increase their communities and understanding of health care issues.**
- **Health Care Education Reimbursement and Loan Repayment Program Reduction - Reduction of (\$5) million**
 - **The function of the program is to make payments that offset loans and educational expenses incurred by students for studies leading to a medical or nursing degree, medical or nursing licensure, or advanced registered nurse practitioner certification or physician assistant licensure.**

DEPARTMENT OF VETERANS AFFAIRS

Total: \$153 million

GOVERNMENT OPERATIONS

DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION

Total: \$162.5 million

DEPARTMENT OF THE LOTTERY

Total: \$198.1 million

DEPARTMENT OF MANAGEMENT SERVICES

Budget: \$756.5 million

- State Emergency Operations Center (EOC)
 - Planning, design, site acquisition, site preparation, permitting, and construction of new facility - \$100 million
 - Planning and design - \$6.0 million
 - The State Emergency Operations Center (SEOC), located in Tallahassee, serves as the central clearinghouse for disaster-related information, and requests for deployment of assistance.
- Next Generation MyFloridaMarketPlace (MFMP) and Independent Verification and Validation Services - \$12.4 million
 - The legislation provides budget authority to procure consultation services to assist DMS with project planning for the implementation and transition to a new MyFloridaMarketPlace platform
- E911 Next Generation Grant - \$1.8 million
 - The funding provides federal trust fund authority for year three of a three year grant used to modernize Florida's 911 infrastructure including enhanced location of callers, data, and information transfer, and integration of information from smart systems
- Emergency 911 Call Routing System - \$13 million
 - The money will provide money to implement the third and fourth of seven regional call routing solutions which will be designed to interconnect other regional call routing solutions

DIVISION OF ADMINISTRATIVE HEARINGS

Total Budget: \$28.2 million

PUBLIC SERVICE COMMISSION

Senate Total: \$27.9 million

DEPARTMENT OF REVENUE

Total: \$611.8 million

- Fiscally Constrained Counties -\$32.2 million
 - The legislation provides nonrecurring general revenue funding to fiscally constrained counties to offset reductions in ad valorem tax revenues.

ORDINANCE NO. 2020-25

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA AMENDING SECTION 2-267 OF THE CODE OF ORDINANCES REMOVING THE PROCUREMENT OF LOBBYIST SERVICES FROM THE LIST OF EXEMPT PURCHASES; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City Council has determined that the procurement of lobbyist services should be approved by City Council rather than the City Manager; and

WHEREAS, an amendment to the Code of Ordinances is necessary to remove lobbyist services from the list of exempt purchases under the City Manager' authority; and

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

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

SECTION 1. The City Council of the City of Port Orange, Florida, hereby amends Section 2-267, Subsection (b) of the City's Code of Ordinances to read as follows:

Sec. 2-267. – Bidding Requirements.

...

- (b) *[Exempt purchases.]* Purchases exceeding \$25,000.00 require approval by city council except for goods and/or services that do not lend themselves to the normal competitive bidding process and the city manager has approved waiving the formal bidding requirements, as follows:

- (5) Professional services (except as otherwise provided for in Florida law) and contracts for professional services (which include, but are not limited to, services provided by attorneys, accountants, actuaries, ~~lobbyists~~ and financial advisors) may be made or entered into by the city manager without utilizing a sealed competitive method or the written quotations method.

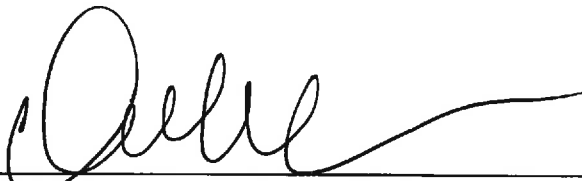
SECTION 2. The provisions of this Ordinance shall become and be made a part of the City's Code of Ordinances. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

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

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

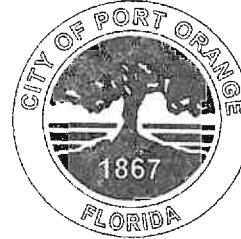
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SECTION 5. This Ordinance shall take effect immediately upon adoption.


MAYOR DONALD O. BURNETTE

ATTEST:

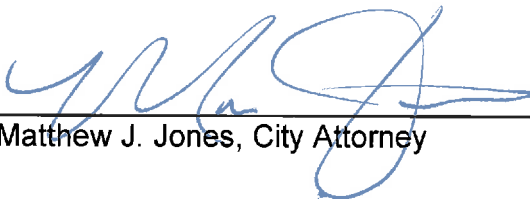

Robin L. Fenwick, MMC, City Clerk



Passed on first reading on the 21 day of July, 2020

Passed and adopted on second and final reading on the 19 day of August, 2020

Reviewed and Approved:


Matthew J. Jones, City Attorney



City of Port Orange

Agreement

RENEWAL FORM

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

To be completed by Contractor:

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

☒ Standard Contract for Service CA No. CA5525

☐ Piggyback Agreement CA No. _____

☐ Purchase Order No. _____

Term From: 7/1/2020

To: 6/30/2021

Provided to City:

☐ Updated Bond

☒ Insurance Certificate/City as additional insured and Waiver of Subrogation for WC

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

Verify your records by providing the following information:

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

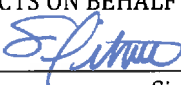
Name of Contact Person: Sean Pittman

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

Email Contact Address: Sean@pittman-law.com

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

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

Contractor's Authorized Representative:  Date: 06-04-2020
Signature

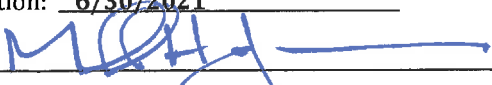
For City Use Only:

Department completes the following:

X Renewal Accepted by the Department ☐ Bond received by the Department

X Insurance Certificate received by the Department **OR** ☐ Insurance waived by City Manager

Agreement Expiration: 6/30/2021

City Manager:  Date: 6.15.2020

Please return to the City of Port Orange as follows:

Department: City Manager Telephone: 386-506-5529

Contact: Alan Rosen Fax: _____

Email: arosen@port-orange.org
Original Signed Form Must Be Returned to the City Clerk Revised 4/1/2020



City of Port Orange

Agreement

RENEWAL FORM

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

To be completed by Contractor:

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

☐ Standard Contract for Service CA No. _____

☐ Piggyback Agreement CA No. _____

☐ Purchase Order No. _____

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

Attached:

☐ Updated Bond ☒ Insurance Certificate/City as additional insured

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

Verify your records by providing the following information:

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

Name of Contact Person: Sean Pittman

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

Email Contact Address: sean@pittman-law.com

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

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

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

For City Use Only:

Department completes the following:

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

Agreement Expiration: 6/30/2020

City Manager: [Signature] Date: 6.14.19

Please return to the City of Port Orange as follows:

Department: City Manager Telephone: 386-506-5529

Contact: Alan Rosen Fax: _____

Email: arosen@port-orange.org

Original Signed Form Must Be Returned to the City Clerk



April 2, 2018

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

RE: Professional Services Agreement

Dear Mr. Johansson,

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

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

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

Our deliverables are as follows:

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

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

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

With kind regards,



SEAN PITTMAN

SIGNED: See Addendum No. 1 Page 7

Jake Johansson

The City of Port Orange

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

This Addendum No. 1 is entered into on the day and year set forth hereinafter by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **PITTMAN LAW GROUP, P.L.** ("Consultant"), a Florida limited liability corporation, whose principal address is 1028 East Park Avenue, Tallahassee, Florida 32301 (collectively "the Parties"). The Parties have agreed as follows:

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

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

3. **Contract Administration.** The Assistant City Manager, Alan Rosen, shall perform contract administration of this Contract. The City may change the contract administration, from time to time and at any time, upon written notice to Contractor. For notice provisions, see the paragraph below entitled "Notice."

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

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

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

[Remainder of page intentionally left blank]

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

5. Examination of Records

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

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

term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[remainder of page intentionally left blank]

Witnesses:

Jasmine Henderson
Printed Name: Jasmine Henderson

Wesley Sapp
Printed Name: Wesley Sapp

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

Date: 06/20/18

STATE OF FLORIDA
COUNTY OF LEON

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

[Notary: Please select one]

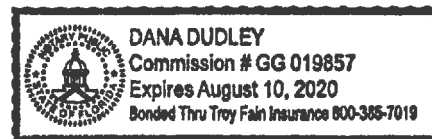
☒ is personally known to me; or

☐ has produced _____ as identification.

[Signature]

Notary Public, State of Florida

Printed, typed or stamped name, commission
and expiration:



Witnesses:

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

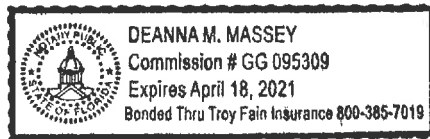
CITY OF PORT ORANGE

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

Date: 6/21/18

STATE OF FLORIDA
COUNTY OF VOLUSIA

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



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

Witnesses:

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

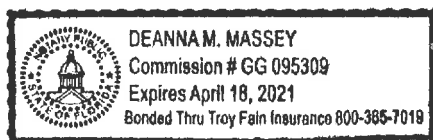
Attest:

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

Date: 6/21/18

STATE OF FLORIDA
COUNTY OF VOLUSIA

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



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



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 7/20/2021

Consent item: Yes

SUBJECT: (D10c) Award of ITB #21-15 for Street Striping to Better Barricades, Inc. and Aspen Services, Inc.

DEPARTMENT: Public Works

GOAL: 1 - Public Safety

RECOMMENDED MOTION: Move to approve the award of ITB #21-15, Street Striping, to lowest responsive bidder, Better Barricades Inc. as "primary" contractor and Aspen Services Inc. as "secondary" contractor; subject to City Attorney and City Manager review and approval of final contract documents; and authorizing the Mayor and City Clerk to execute all contract documents.

SUMMARY: On June 16, 2021, purchasing received two bids in response to ITB #21-15, Street Striping. Better Barricades Inc. of New Smyrna Beach, Florida was the lowest responsive bidder followed by Aspen Services Inc. of Clermont, Florida.

The City desires to award the lowest responsive bidder, Better Barricades Inc., as "Primary" contractor, and Aspen Services Inc. as "Secondary" contractor. The scope of work includes the removal and replacement of deteriorated traffic markings and the layout and striping for new roadways. Projects will be divided into two categories, the first of which shall include work valued at \$0.00-\$10,000.00 and the second category for projects valued \$10,001.00-\$50,000.00.

Projects in first category will be assigned to the lowest responsive bidder, Better Barricades Inc. as "Primary" contractor. Should Better Barricades Inc. not be able to perform the work, Aspen Services Inc. will be assigned the project.

Any project over \$10,000.00 (second category) shall be quoted amongst both awarded contractors. Both contractors will be required to participate either by written quote or written declination to quote.

A Standard Contract for Services will be executed with both contractors. The initial term of the contract will be for two years with the option to renew up to two, one-year terms upon agreement of the Parties and City Manager approval. The annual spending authority will be limited to the budgeted amount as approved by Port Orange City Council for the then current fiscal year.

Project No.: IMI001 Funding Account No.: 301, Name: Capital projects; Cost Center: Public Works; Program: Roads and signs Spend Category: Road materials

and supplies

Presenter: Lynn Stevens

ATTACHMENTS:

1.	Better Barricades, Incorporated (Florida) ITB 21-15 Standard Contract for Services	Better Barricades, Incorporated (Florida) ITB 21-15 Standard Contract for Services.pdf
2.	Aspen Services, Inc. Standard Contract for Services - ITB 21-15 Street Striping	Aspen Services, Inc. Standard Contract for Services - ITB 21-15 Street Striping.pdf
3.	ITB 21-15 BID PKG STREET STRIPING FINAL (5.11.2021)_	ITB 21-15 BID PKG STREET STRIPING FINAL (5.11.2021)_.pdf
4.	BID SUBMITTAL Better Barricades ITB 21 15 Street Striping	BID SUBMITTAL Better Barricades ITB 21 15 Street Striping.pdf
5.	BID SUBMITTAL Aspen Services Inc ITB 21 15 Street Striping	BID SUBMITTAL Aspen Services Inc ITB 21 15 Street Striping.pdf
6.	ITB 21-15 NOTICE OF INTENT TO AWARD FINAL (6.24.2021)	ITB 21-15 NOTICE OF INTENT TO AWARD FINAL (6.24.2021).pdf
7.	Justification Memo Award ITB 21 15 Street Striping Council Date july 6	Justification Memo Award ITB 21 15 Street Striping Council Date july 6.docx

Kynah Cockcroft	Created/Initiated - 6/25/2021
Julia Wiggins	Approved - 6/25/2021
Tom DiEulio	Approved - 6/25/2021
Ronny Buttrum	Approved - 6/25/2021
Richard Colby	Approved - 6/25/2021
Lynn Stevens	Approved - 6/25/2021
Lupe Reyna-Coffin	Approved - 7/1/2021
Scott Neils	Approved - 7/7/2021
Matthew Jones	Approved - 7/7/2021
Wayne Clark	Approved - 7/9/2021
Robin Fenwick	Final Approval - 7/13/2021



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 2021, 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 **BETTER BARRICADES, INCORPORATED (FLORIDA)**, a Florida corporation whose principal address is 1725 Tionia Road, New Smyrna Beach, Florida 32168 ("Contractor"). The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

- (a) The Contractor hereby agrees to provide Street Striping Services which shall include the replacement of deteriorated pavement markings with thermoplastic and/or paint on public maintained streets and parking lots, as more specifically described in and pursuant to Intent to Bid ("ITB 21-15"). This Contract together with ITB 21-15, 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 21-15, and the Bid Tabulation as submitted by Contractor in Contractor's Proposal, are attached hereto as **Exhibit "1"**. A complete copy of ITB 21-15, 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 term of this Contract shall become effective on the last date the Contract is signed by the Parties ("Effective Date"). This Contract shall be for a term of Two (2) years ("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 written 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 the appropriated budget for per 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, attached as Exhibit "2," are an integral part of this Contract and must be completed, signed, witnessed and notarized as indicated and returned with the signed Contract:

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

4. Contract Administration. The Public Works and Utilities Director, Lynn Stevens, 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."

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

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 23 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. 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.

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 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.

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, 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.	<u>Contract Amount</u> Up to \$10 million \$10 - \$20 million Contracts over \$20 million To Be Determined by the City.	<u>Limits</u> Statutory/\$500,000 Statutory/\$1,000,000	☐ 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	
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 \$100,000.00.		
☐	Unless otherwise required by law, City Manager waives Insurance for FOB goods under \$25,000.00.		

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

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

15. Modifications or Changes to this Contract

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

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

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

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

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

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

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

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

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

20. **Inspection**

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

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

delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

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

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.**

26. 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.

27. 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.

28. 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: Lynn Stevens, Public Works and Utilities Director 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5575
Contractor:	Better Barricades, Incorporated (Florida) Attention: Abbie D. Naff, President 1725 Tionia Road New Smyrna Beach, Florida 32168 (386) 427 4971 – Telephone (386) 427-8285 – Facsimile ANAFF@BetterBarricade.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.

29. 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.

30. 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]

BETTER BARRICADES, INCORPORATED (FLORIDA)

Witnesses:

By: _____

Abbie D. Naff, President

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

Printed Name: _____

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 _____, 2021, by Abbie D. Naff, as President of Better Barricades, Incorporated (Florida), a Florida 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 _____, 2021, 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 _____, 2021, 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”

ITB 21-15 Contractor’s Quote and Scope of Services

Consisting of 3 Pages



"ATTACHMENT 1" ITB SCHEDULE OF UNIT PRICING

BID FORM
CITY OF PORT ORANGE
ITB 21-15
STREET STRIPING

Completed "Attachment 1" Schedule of Unit Pricing Bid form MUST be included with Bid Submission

Instruction to save Attachment from DemandStar website:

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

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

Bidders are required to provide "Attachment 1" in Excel format in electronic format, preferably thumb drive.

NAME OF BUSINESS:	BETTER BARRICADES, INC.
CONTACT PERSON:	ABBIE NAFF
EMAIL ADDRESS:	ANAFF@BETTERBARRICADES.COM
AUTHORIZED SIGNATURE:	

GROUP I - FURNISH & INSTALL THERMOPLASTIC OR PAINT

Item #	Description	Estimated Quantities	Unit of Measure	Thermoplastic Double Drop Bead Application per Linear Foot		Thermoplastic Single Drop Bead Application per Linear Foot		Paint per Linear Foot	
				Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
1	4" yellow stripe	53,464	Linear Foot	\$0.90	\$ 48,117.60	\$0.85	\$45,444.40	\$0.35	\$18,712.40
2	4" white stripe	23,320	Linear Foot	\$0.90	\$ 20,988.00	\$0.85	\$19,822.00	\$0.35	\$8,162.00
3	6" yellow stripe	7,003	Linear Foot	\$1.00	\$ 7,003.00	\$0.95	\$6,652.85	\$0.40	\$2,801.20
4	6" white stripe	416	Linear Foot	\$1.00	\$ 416.00	\$0.95	\$0.80	\$0.40	\$166.40
5	8" white stripe	25	Linear Foot	\$1.10	\$ 27.50	\$1.05	\$26.25	\$0.55	\$13.75
6	12" white stripe	1,108	Linear Foot	\$3.35	\$ 3,711.80	\$3.10	\$3,434.80	\$0.55	\$609.40
7	18" yellow stripe	175	Linear Foot	\$4.85	\$ 848.75	\$4.60	\$805.00	\$2.55	\$446.25
8	18" white stripe	30	Linear Foot	\$4.85	\$ 145.50	\$4.60	\$138.00	\$2.55	\$76.50
9	24" white stripe	1,000	Linear Foot	\$6.60	\$ 6,600.00	\$6.10	\$6,100.00	\$3.05	\$3,050.00
10	Arrow symbol-single left, thru or right	20	Each	\$77.00	\$ 1,540.00	\$70.00	\$1,400.00	\$42.50	\$850.00
11	Legend, Only	4	Each	\$155.00	\$ 620.00	\$130.00	\$520.00	\$67.50	\$270.00
				TO	\$ 90,018.15	TOT	\$84,344.10	TOTAL	\$35,157.90

GRAND TOTAL (GROUP I: Items 1 - 11) \$209,520.15

GROUP II- LAYOUT & REMOVAL OF MARKINGS

Item #	Item / Task	Estimated Quantities	Unit of Measure	Thermoplastic		Paint	
				Unit Price	Total Cost	Unit Price	Total Cost
1	Removal of existing markings, per square foot	250	Square Foot	\$2.50	\$625.00	\$2.50	\$625.00
2	Removal of RPMs, each	440	Each	\$1.00	\$440.00	\$1.00	\$440.00
3	Supply and Install RPMs, each	440	Each	\$5.00	\$2,200.00	\$5.00	\$2,200.00
				TO	\$3,265.00	TOT	\$3,265.00
				TAL		AL	
4	Minimum Trip Charge		Each	\$850.00	\$850.00	\$650.00	\$650.00
GRAND TOTAL (GROUP II: Items 1 - 3)						\$6,530.00	

SECTION 3 - SCOPE OF WORK

Project Description:

The City of Port Orange is soliciting sealed competitive bids for replacement of deteriorated pavement markings with thermoplastic and/or paint on public maintained streets and parking lots.

SPECIFICATIONS

- A. General Work: Requirements shall include the replacement of deteriorating pavement markings with thermoplastic and/or paint on public streets and parking lots.
- B. New roadway construction: Shall include layout and striping, in accordance with construction plans as provided by the city. The above may include both permanent or temporary pavement markings in paint and subsequent final markings in thermoplastic following a new pavement cure time as directed by the Public Works Director or designee. Pavement cure time may range from forty-eight (48) hours to ten (10) days.
- C. Replacement or modification of existing markings: Shall include, but not limited to, restriping in thermoplastic and/or paint at intersections, roadway segments, and public parking lots throughout the City as directed by the Public Works Director or designee.
 - a. Priority of restriping projects shall be as directed by the Public Works Director or designee, shall be reviewed periodically and is subject to change with reasonable notice.
 - b. Replacement of existing parking shall generally require restriping in thermoplastic and/or paint in the same pattern, pavement legends, and symbols, stop bars, and crosswalks currently existing.
 - c. Modifications to exiting markings shall be required at various time and locations. Some instances shall require removal of all non-applicable markings before, during, or immediately following installation of new markings.
 - d. Thickness and Dimensions of Markings: For flat thermoplastic markings provide a thickness of 0.100 to 0.150 inches when measured above the pavement surface.
 - e. Removal of existing pavement markings such that scars or traces of removed markings will not conflict with new stripes and markings through grinding, plane, or various means of high-pressure water/steam removal shall accomplish pavement-marking removal. The use of black paint to obliterate non-applicable markings is contrary to FDOT, MUTCD and City standards and shall be prohibited.
 - f. Special conditions shall permit new markings to be placed on top of existing markings when pattern or color changes are required. These special conditions and the appropriate modification of existing markings shall be reviewed and approved by the Public Works Director or designee.
 - g. Raised reflective pavement markers (RPMs): Shall include installation of new, replacement of existing, and removal of old RPMs. RPMs shall be installed in accordance with the FDOT standards index and/or City's striping plans. Change/deviation from the FDOT standard index shall only be permitted with express written consent of the Public Works Director. Removal of existing RPMs shall be completed as to minimize the damage to pavement surfaces.
- D. Application equipment: The contractor shall supply all necessary tools and machines required to install, replace, modify, and remove thermoplastic paint and RPMs.
 - a. It shall be the contractor's responsibility to determine the most appropriate application equipment based on work description provided by the City in the form plans, on-site review and/or the pattern of the existing pavement markings.

- b. The choice of equipment shall ensure that the installation or replacement of all pavement markings is in accordance with FDOT standard index and shall be completed and satisfactory to the City.
- E. Materials-Contractor supplies: all traffic markings materials shall be one of the products listed on the FDOT Qualified Products List section 971. Exceptions shall only be permitted with express written consent from the City.
 - a. Thermoplastic
 - b. Paint
 - c. Reflective glass spheres (beads)
 - d. RPMs (in limited situations)
- F. Removal and disposal of all excess, spent, or removed materials including, but not limited to, solvents shall be the sole responsibility of the Contractor. No materials, packing, buckets, container, paints, thermoplastic, solvents, or hazardous materials shall be disposed of on public or private property, including road/street right-of-way's adjacent to or near the work site.
- G. The Contractor shall follow all rules and regulations related to disposal of materials, as prescribed by OSHA and the State of Florida Department of Environmental Protection (FDEP). Failure to do so, at a minimum, shall result in cancellation of the contract.
- H. Maintenance of Traffic (MOT):
 - a. The Contractor shall be responsible for MOT at all times and shall comply with the Manual of Uniform Traffic Control Devices (MUTCD), Temporary Traffic Control (part 6), the Florida Department of Transportation roadway and Traffic Designs Standard Index (latest edition).
 - b. Lane or road closures shall not be permitted without prior consent of the City's Public Works Director or designee. The Contractor shall adhere to any and all-time limits which may be imposed by the City.
- I. Work Schedule
 - a. As scheduled by the Project Manager.

End of Specifications

[Remainder of page is intentionally left blank]

EXHIBIT “2”

Payment and Performance Bond

Consisting of 3 Pages

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

PAYMENT AND PERFORMANCE BOND

(Public Works)

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

BOND NO. _____

PRINCIPAL:

Developer or Contractor: Better Barricades, Incorporated (Florida)
Principal Business Address: 1725 Tionoa Road
New Smyrna Beach, Florida 32168
Contact Person: Abbie N. Naff, President
Phone Number: (386) 427-4971

SURETY:

Address: _____

Contact Person: _____
Phone Number: _____

OWNER:

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

Amount: \$216,050.15

City Project Number: ITB 21-15 Street Striping

Description of Work: ITB 21-15 Street Striping

Project Location: Multiple Locations within the City of Port Orange, Volusia County, Florida

Legal Description: Multiple Locations within the City of Port Orange, Volusia County, Florida
Front Page

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

Better Barricades, Incorporated (Florida)

ITB 21-15 Street Striping

Bond No. _____

COMBINATION PAYMENT AND PERFORMANCE BOND FOR PUBLIC CONSTRUCTION

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

BY THIS BOND, We, **Better Barricades, Incorporated (Florida)**, as Principal, and _____, a corporation, as Surety, are bound to **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of **TWO HUNDRED SIXTEEN THOUSAND FIFTY AND 15/100 DOLLARS (\$216,050.15)**, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

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

Notice of Nonpayment and Time Limitations

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

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

IN WITNESS WHEREOF, this performance and payment bond is executed and shall be deemed an original, this _____, day of _____, 20__.

Attest:

BETTER BARRICADES, INCORPORATED (FLORIDA)
(Principal)

(As to Corporate Principal) Secretary

By: _____
Abbie D. Neff, President

(Witness to Principal)

(Corporate Seal)

(Surety)

(Witness to Surety)

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

(Corporate Seal)

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

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



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 2021, 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 **ASPEN SERVICES, INC. d/b/a RAM STRIPING**, a Florida corporation whose principal address is 16449 County Road 455, Unit 2, Montverde, Florida 34756 ("Contractor"). The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

(a) The Contractor hereby agrees to provide Street Striping Services which shall include the replacement of deteriorated pavement markings with thermoplastic and/or paint on public maintained streets and parking lots, as more specifically described in and pursuant to Intent to Bid ("ITB 21-15"). This Contract together with ITB 21-15, 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 21-15, and the Bid Tabulation as submitted by Contractor in Contractor's Proposal, are attached hereto as **Exhibit "1"**. A complete copy of ITB 21-15, 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 term of this Contract shall become effective on the last date the Contract is signed by the Parties ("Effective Date"). This Contract shall be for a term of Two (2) years ("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 written 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 the appropriated budget for per 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, attached as Exhibit "2," are an integral part of this Contract and must be completed, signed, witnessed and notarized as indicated and returned with the signed Contract:

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

5. Contract Administration. The Public Works and Utilities Director, Lynn Stevens, 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."

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

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.	<u>Contract Amount</u> Up to \$10 million \$10 - \$20 million Contracts over \$20 million To Be Determined by the City.	<u>Limits</u> Statutory/\$500,000 Statutory/\$1,000,000	☐ 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	
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 \$100,000.00.		
☐	Unless otherwise required by law, City Manager waives Insurance for FOB goods under \$25,000.00.		

14. 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.

15. 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.

16. 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.

17. **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.

18. **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.

19. **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.

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

21. **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.

22. 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.

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

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

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

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

24. Disputes. The 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.

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

26. Controlling Law. **THIS 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.**

27. 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.

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

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

City:	City of Port Orange Attention: City Manager 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5501
Copy to:	City of Port Orange Attention: Lynn Stevens, Public Works and Utilities Director 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5575
Contractor:	Aspen Services, Inc. d/b/a RAM Striping Attention: John K. Wood, President 16449 County Road 455 Unit 2 Montverde, Florida 34756 (407) 892-1411 – Telephone John@RAMStriping.com

P.O. Box 560375
Montverde, Florida 34756

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

30. Contract Construction

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

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

[Remainder of this page intentionally left blank]

ASPEN SERVICES, INC. d/b/a RAM STRIPING

Witnesses:

By: _____

John K. Wood, President

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

Printed Name: _____

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization, this _____ day of _____, 2021, by John K. Wood, as President of Aspen Services, Inc. d/b/a RAM Striping, a Florida corporation. He 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 _____, 2021, 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 _____, 2021, 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”

ITB 21-15 Contractor’s Quote and Scope of Services

Consisting of 4 Pages



"ATTACHMENT 1" ITB SCHEDULE OF UNIT PRICING

BID FORM
CITY OF PORT ORANGE
ITB 21-15
STREET STRIPING

Completed "Attachment 1" Schedule of Unit Pricing Bid form MUST be included with Bid Submission

Instruction to save Attachment from DemandStar website:

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

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

Bidders are required to provide "Attachment 1" in Excel format in electronic format, preferably thumb drive.

NAME OF BUSINESS:	Aspen Services Inc. d.b.a RAM Striping
CONTACT PERSON:	John Wood
EMAIL ADDRESS:	john@ramstriping.com
AUTHORIZED SIGNATURE:	

GROUP I - FURNISH & INSTALL THERMOPLASTIC OR PAINT

Item #	Description	Estimated Quantities	Unit of Measure	Thermoplastic Double Drop Bead Application per Linear Foot		Thermoplastic Single Drop Bead Application per Linear Foot		Paint per Linear Foot	
				Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
1	4" yellow stripe	53,464	Linear Foot	\$1.11	\$59,345.04	\$1.08	\$57,741.12	\$0.48	\$25,662.72
2	4" white stripe	23,320	Linear Foot	\$1.11	\$25,885.20	\$1.08	\$25,185.60	\$0.48	\$11,193.60
3	6" yellow stripe	7,003	Linear Foot	\$1.54	\$10,784.62	\$1.50	\$10,504.50	\$0.74	\$5,182.22
4	6" white stripe	416	Linear Foot	\$1.54	\$640.64	\$1.50	\$624.00	\$0.74	\$307.84
5	8" white stripe	25	Linear Foot	\$2.23	\$55.75	\$2.14	\$53.50	\$0.85	\$21.25
6	12" white stripe	1,108	Linear Foot	\$3.25	\$3,601.00	\$3.18	\$3,523.44	\$1.33	\$1,473.64
7	18" yellow stripe	175	Linear Foot	\$4.81	\$841.75	\$4.70	\$822.50	\$1.75	\$306.25
8	18" white stripe	30	Linear Foot	\$4.81	\$144.30	\$4.70	\$141.00	\$1.75	\$52.50
9	24" white stripe	1,000	Linear Foot	\$6.36	\$6,360.00	\$6.21	\$6,210.00	\$2.12	\$2,120.00
10	Arrow symbol-single left, thru or right	20	Each	\$108.00	\$2,160.00	\$107.00	\$2,140.00	\$46.00	\$920.00
11	Legend, Only	4	Each	\$143.00	\$572.00	\$140.00	\$560.00	\$60.40	\$241.60
TOTAL					\$110,390.30	TOTAL	\$107,505.66	TOTAL	\$47,481.62

GRAND TOTAL (GROUP I: Items 1 - 11) \$265,377.58

GROUP II- LAYOUT & REMOVAL OF MARKINGS

Item #	Item / Task	Estimated Quantities	Unit of Measure	Paint	
				Thermoplastic	Paint

				Unit Price	Total Cost	Unit Price	Total Cost
1	Removal of existing markings, per square foot	250	Square Foot	\$2.28	\$570.00	\$1.96	\$490.00
2	Removal of RPMs, each	440	Each	\$3.18	\$1,399.20	\$3.18	\$1,399.20
3	Supply and Install RPMs, each	440	Each	\$5.30	\$2,332.00	\$5.30	\$2,332.00
				TOTAL	\$4,301.20	TOTAL	\$4,221.20
4	Minimum Trip Charge		Each	\$1,575.00	\$1,575.00	\$1,100.00	\$1,100.00
GRAND TOTAL (GROUP II: Items 1 - 3)							
				\$8,522.40			

SECTION 3 - SCOPE OF WORK

Project Description:

The City of Port Orange is soliciting sealed competitive bids for replacement of deteriorated pavement markings with thermoplastic and/or paint on public maintained streets and parking lots.

SPECIFICATIONS

- A. General Work: Requirements shall include the replacement of deteriorating pavement markings with thermoplastic and/or paint on public streets and parking lots.
- B. New roadway construction: Shall include layout and striping, in accordance with construction plans as provided by the city. The above may include both permanent or temporary pavement markings in paint and subsequent final markings in thermoplastic following a new pavement cure time as directed by the Public Works Director or designee. Pavement cure time may range from forty-eight (48) hours to ten (10) days.
- C. Replacement or modification of existing markings: Shall include, but not limited to, restriping in thermoplastic and/or paint at intersections, roadway segments, and public parking lots throughout the City as directed by the Public Works Director or designee.
 - a. Priority of restriping projects shall be as directed by the Public Works Director or designee, shall be reviewed periodically and is subject to change with reasonable notice.
 - b. Replacement of existing parking shall generally require restriping in thermoplastic and/or paint in the same pattern, pavement legends, and symbols, stop bars, and crosswalks currently existing.
 - c. Modifications to exiting markings shall be required at various time and locations. Some instances shall require removal of all non-applicable markings before, during, or immediately following installation of new markings.
 - d. Thickness and Dimensions of Markings: For flat thermoplastic markings provide a thickness of 0.100 to 0.150 inches when measured above the pavement surface.
 - e. Removal of existing pavement markings such that scars or traces of removed markings will not conflict with new stripes and markings through grinding, plane, or various means of high-pressure water/steam removal shall accomplish pavement-marking removal. The use of black paint to obliterate non-applicable markings is contrary to FDOT, MUTCD and City standards and shall be prohibited.
 - f. Special conditions shall permit new markings to be placed on top of existing markings when pattern or color changes are required. These special conditions and the appropriate modification of existing markings shall be reviewed and approved by the Public Works Director or designee.
 - g. Raised reflective pavement markers (RPMs): Shall include installation of new, replacement of existing, and removal of old RPMs. RPMs shall be installed in accordance with the FDOT standards index and/or City's striping plans. Change/deviation from the FDOT standard index shall only be permitted with express written consent of the Public Works Director. Removal of existing RPMs shall be completed as to minimize the damage to pavement surfaces.
- D. Application equipment: The contractor shall supply all necessary tools and machines required to install, replace, modify, and remove thermoplastic paint and RPMs.
 - a. It shall be the contractor's responsibility to determine the most appropriate application equipment based on work description provided by the City in the form plans, on-site review and/or the pattern of the existing pavement markings.

- b. The choice of equipment shall ensure that the installation or replacement of all pavement markings is in accordance with FDOT standard index and shall be completed and satisfactory to the City.
- E. Materials-Contractor supplies: all traffic markings materials shall be one of the products listed on the FDOT Qualified Products List section 971. Exceptions shall only be permitted with express written consent from the City.
 - a. Thermoplastic
 - b. Paint
 - c. Reflective glass spheres (beads)
 - d. RPMs (in limited situations)
- F. Removal and disposal of all excess, spent, or removed materials including, but not limited to, solvents shall be the sole responsibility of the Contractor. No materials, packing, buckets, container, paints, thermoplastic, solvents, or hazardous materials shall be disposed of on public or private property, including road/street right-of-way's adjacent to or near the work site.
- G. The Contractor shall follow all rules and regulations related to disposal of materials, as prescribed by OSHA and the State of Florida Department of Environmental Protection (FDEP). Failure to do so, at a minimum, shall result in cancellation of the contract.
- H. Maintenance of Traffic (MOT):
 - a. The Contractor shall be responsible for MOT at all times and shall comply with the Manual of Uniform Traffic Control Devices (MUTCD), Temporary Traffic Control (part 6), the Florida Department of Transportation roadway and Traffic Designs Standard Index (latest edition).
 - b. Lane or road closures shall not be permitted without prior consent of the City's Public Works Director or designee. The Contractor shall adhere to any and all-time limits which may be imposed by the City.
- I. Work Schedule
 - a. As scheduled by the Project Manager.

End of Specifications

[Remainder of page is intentionally left blank]

EXHIBIT “2”

Payment and Performance Bond

Consisting of 3 Pages

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

PAYMENT AND PERFORMANCE BOND

(Public Works)

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

BOND NO. _____

PRINCIPAL:

Developer or Contractor: Aspen Services, Inc. d/b/a RAM Striping
Principal Business Address: 16449 County Road 455
Unit 2
Montverde, Florida 34756
Contact Person: John K. Wood, President
Phone Number: (407) 892-1411

SURETY:

Address: _____

Contact Person: _____
Phone Number: _____

OWNER:

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

Amount: \$273,899.98

City Project Number: ITB 21-15 Street Striping

Description of Work: ITB 21-15 Street Striping

Project Location: Multiple Locations within the City of Port Orange, Volusia County, Florida

Legal Description: Multiple Locations within the City of Port Orange, Volusia County, Florida

Front Page

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

Aspen Services, Inc. d/b/a RAM Striping

ITB 21-15 Street Striping

Bond No. _____

COMBINATION PAYMENT AND PERFORMANCE BOND FOR PUBLIC CONSTRUCTION

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

BY THIS BOND, We, **Aspen Services, Inc. d/b/a RAM Striping**, as Principal, and _____, a corporation, as Surety, are bound to **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of **TWO HUNDRED SEVENTY THREE THOUSAND EIGHT HUNDRED NINETY-NINE AND 98/100 DOLLARS (\$273,899.98)**, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

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

Notice of Nonpayment and Time Limitations

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

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

IN WITNESS WHEREOF, this performance and payment bond is executed and shall be deemed an original, this _____, day of _____, 20__.

Attest:

ASPEN SERVICES, INC. d/b/a RAM STRIPING
(Principal)

(As to Corporate Principal) Secretary

By: _____
Abbie D. Neff, President

(Witness to Principal)

(Corporate Seal)

(Surety)

(Witness to Surety)

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

(Corporate Seal)

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

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

CITY OF PORT ORANGE, FLORIDA

INVITATION TO BID

STREET STRIPING

ITB #21-15



City of Port Orange Purchasing Division

Prepared by: Joseph Castro, Buyer

Release Date: May 12, 2021

Bid Due Date & Time: June 16, 2021 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 #21-15 STREET STRIPING

Notice is hereby given that the City of Port Orange is soliciting bids for ITB #21-15 STREET STRIPING. 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 June 16, 2021** 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. Bid will be opened and read aloud at 2:30 P.M. in Council Chambers.

There will be a Non-Mandatory Pre-Bid Conference for the project at 1:00 P.M. (local time) on **May 26, 2021** at City Hall, Council Chambers (1st floor), 1000 City Center Circle, Port Orange, Florida 32129. All attendees to the Pre-Bid Conference must sign in. The representative of each Bidder shall be an authorized employee of the Bidder and shall sign in accordingly. Bidders are urged to obtain Bid documents and familiarize themselves with the documents prior to the Pre-Bid meeting.

A Bid Guarantee in the form of a Bid Bond executed by the Bidder and an acceptable surety or a certified check or bank draft payable to the City of Port Orange, Florida in an amount equal to five percent (5%) of the proposed bid shall be submitted with each submission.

DESCRIPTION: *The City of Port Orange is soliciting sealed bids for street striping services.*

Bidders must be a commercial entity licensed to do business in the State of Florida and perform the services identified herein and properly registered and licensed to provide the goods or services identified in the scope of work, by all applicable state and local agencies.

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, Joseph Castro, jcastro@port-orange.org or purchdiv@port-orange.org and reference **"Questions on ITB #21-15 STREET STRIPING"** in the subject line. Last day for questions will be, **June 2, 2021 at 5:00 P.M.**

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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.	<u>ITB #21-15</u>
BID TITLE:	<u>STREET STRIPING</u>
DUE DATE/TIME:	<u>June 16, 2021 at 2:30 P.M.</u>
SUBMITTED BY:	<u>(Name of Company)</u>
ADDRESS:	<u></u>
DELIVER TO:	City of Port Orange City Clerk's Office Attn: Joseph Castro Buyer Finance Department 1000 City Center Circle Port Orange, Florida 32129
DATE/TIME RECEIVED:	<u>(To be stamped by Clerk's Office)</u>

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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 (Bidders) for the provision of contracting street striping services within the city limits of Port Orange, FL.

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.

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

[Remainder of this page left intentionally blank]

SECTION 2 – INSTRUCTIONS TO BIDDERS

Firms or companies (Bidder) 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.....May 12, 2021
Non-Mandatory Pre-Bid Conference May 26, 2021 at 1:00 P.M.
Deadline for Questions:June 2, 2021 by 5:00P.M.
Final Addendum Posting: June 9, 2021 by 5:00P.M.
Bids Due: June 16, 2021 by 2:30 P.M.
City Council Meeting for Approval of Recommendation of Award..... To Be Determined

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

City of Port Orange City Clerk's Office
Attn: Joseph Castro, 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 Bidders 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 Bidders 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.

Bidders 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, Bidders 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 Bidders 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.

PRE-BID CONFERENCE/SITE VISIT:

There will be a Non-Mandatory Pre-Bid Conference for the project on the date and time referenced in the Timeline above at City Hall, Council Chambers (1st Floor), 1000 City Center Circle, Port Orange, Florida 32129. All attendees to the Non-Mandatory Pre-Bid Conference must sign in. The representative of each Bidder shall be an authorized employee of the Bidder and shall sign in accordingly.

QUESTIONS REGARDING THIS ITB:

All questions shall reference “ITB #21-15 STREET STRIPING” 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:

Joseph Castro, Buyer
1000 City Center Circle
Port Orange, FL 32129
jcastro@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. Addenda will be provided via the City website www.port-orange.org/bids.aspx and DemandStar website www.demandstar.com. Bidders 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 Bidders responsibility to be sure all correct number of addenda were received by completing Form 7.3 Addendum and Change Order Procedure Acknowledgement.

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 Bidder 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 Bidder’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.

MINIMUM QUALIFICATIONS:

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

Bidders 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 Bidder to be deemed non-responsive. The City of Port Orange is not to be used as a reference.

NO LOBBYING:

All Bidders 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 Bidders 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 Bidder 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 Bidder'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. Bidders 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 Bidder 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. The Purchasing Department shall bear no responsibility for the premature opening of a Bid not properly addressed and identified.

LITIGATION HISTORY:

The City will consider a Bidder's litigation history information in its review and determination of responsibility. All Bidders are required to disclose to the City all "material" cases filed, pending, or resolved during the last five (5) years prior to the solicitation response due date, whether such cases were brought by or against the Bidder, any parent or subsidiary of the Bidder, or any predecessor organization. If the Bidder 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 Bidder's litigation history is an issue of responsibility, the failure to provide litigation history as required may result in a recommendation of nonresponsive by the Purchasing Manager.

DEBARMENT HISTORY:

The City will consider a Bidder's debarment history information in its review and determination of responsibility. All Bidders 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 Bidder, any parent or subsidiary of the Bidder, or any predecessor organization. If the Bidder 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 Bidder's debarment history is an issue of responsibility, the failure to provide debarment history on Form 7.12 as required in the ITB may result in a recommendation of non-responsive by the Purchasing Manager.

REJECTION OF BIDS:

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

BIDS MAY BE REJECTED AND/OR BIDDER(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 Bidder has attempted to give a City 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 Bidder 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.

REQUIRED DOCUMENTS FOR AWARDED BIDDER:

The awarded Bidder shall return all of the required post-award documents within 10 days after the issuance of the Notice of Intent to Award in order to execute the contract.

[Remainder of this page left intentionally blank]

SECTION 3 - SCOPE OF WORK

Project Description:

The City of Port Orange is soliciting sealed competitive bids for replacement of deteriorated pavement markings with thermoplastic and/or paint on public maintained streets and parking lots.

SPECIFICATIONS

- A. General Work: Requirements shall include the replacement of deteriorating pavement markings with thermoplastic and/or paint on public streets and parking lots.
- B. New roadway construction: Shall include layout and striping, in accordance with construction plans as provided by the city. The above may include both permanent or temporary pavement markings in paint and subsequent final markings in thermoplastic following a new pavement cure time as directed by the Public Works Director or designee. Pavement cure time may range from forty-eight (48) hours to ten (10) days.
- C. Replacement or modification of existing markings: Shall include, but not limited to, restriping in thermoplastic and/or paint at intersections, roadway segments, and public parking lots throughout the City as directed by the Public Works Director or designee.
 - a. Priority of restriping projects shall be as directed by the Public Works Director or designee, shall be reviewed periodically and is subject to change with reasonable notice.
 - b. Replacement of existing parking shall generally require restriping in thermoplastic and/or paint in the same pattern, pavement legends, and symbols, stop bars, and crosswalks currently existing.
 - c. Modifications to exiting markings shall be required at various time and locations. Some instances shall require removal of all non-applicable markings before, during, or immediately following installation of new markings.
 - d. Thickness and Dimensions of Markings: For flat thermoplastic markings provide a thickness of 0.100 to 0.150 inches when measured above the pavement surface.
 - e. Removal of existing pavement markings such that scars or traces of removed markings will not conflict with new stripes and markings through grinding, plane, or various means of high-pressure water/steam removal shall accomplish pavement-marking removal. The use of black paint to obliterate non-applicable markings is contrary to FDOT, MUTCD and City standards and shall be prohibited.
 - f. Special conditions shall permit new markings to be placed on top of existing markings when pattern or color changes are required. These special conditions and the appropriate modification of existing markings shall be reviewed and approved by the Public Works Director or designee.
 - g. Raised reflective pavement markers (RPMs): Shall include installation of new, replacement of existing, and removal of old RPMs. RPMs shall be installed in accordance with the FDOT standards index and/or City's striping plans. Change/deviation from the FDOT standard index shall only be permitted with express written consent of the Public Works Director. Removal of existing RPMs shall be completed as to minimize the damage to pavement surfaces.
- D. Application equipment: The contractor shall supply all necessary tools and machines required to install, replace, modify, and remove thermoplastic paint and RPMs.
 - a. It shall be the contractor's responsibility to determine the most appropriate application equipment based on work description provided by the City in the form plans, on-site review and/or the pattern of the existing pavement markings.

- b. The choice of equipment shall ensure that the installation or replacement of all pavement markings is in accordance with FDOT standard index and shall be completed and satisfactory to the City.
- E. Materials-Contractor supplies: all traffic markings materials shall be one of the products listed on the FDOT Qualified Products List section 971. Exceptions shall only be permitted with express written consent from the City.
 - a. Thermoplastic
 - b. Paint
 - c. Reflective glass spheres (beads)
 - d. RPMs (in limited situations)
- F. Removal and disposal of all excess, spent, or removed materials including, but not limited to, solvents shall be the sole responsibility of the Contractor. No materials, packing, buckets, container, paints, thermoplastic, solvents, or hazardous materials shall be disposed of on public or private property, including road/street right-of-way's adjacent to or near the work site.
- G. The Contractor shall follow all rules and regulations related to disposal of materials, as prescribed by OSHA and the State of Florida Department of Environmental Protection (FDEP). Failure to do so, at a minimum, shall result in cancellation of the contract.
- H. Maintenance of Traffic (MOT):
 - a. The Contractor shall be responsible for MOT at all times and shall comply with the Manual of Uniform Traffic Control Devices (MUTCD), Temporary Traffic Control (part 6), the Florida Department of Transportation roadway and Traffic Designs Standard Index (latest edition).
 - b. Lane or road closures shall not be permitted without prior consent of the City's Public Works Director or designee. The Contractor shall adhere to any and all-time limits which may be imposed by the City.
- I. Work Schedule
 - a. As scheduled by the Project Manager.

End of Specifications

[Remainder of page is intentionally left blank]

SECTION 4 – STANDARD PURCHASING 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 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

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. When specifications are revised, the City of Port Orange Purchasing Division will issue an addendum addressing the nature of the change. Bidders shall acknowledge all addenda by completing Form 7.3 Addendum and Change Order Procedure Acknowledgement and include it in the returned Response package. Failure to acknowledge the correct number of addenda issued may result in rejection of the Response. 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. Bidders 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 Bidder 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, Bidder agrees to abide by all conditions of this Solicitation and certifies that they are authorized to sign this Response for the Bidder. In submitting a Response to the City of Port Orange, the Vendor offers and agrees that if the Response is accepted, the Bidder 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 Bidder 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 Bidder 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 Bidder 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 and Responsive 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, together with the properly executed bonds and insurance certificates to the office of the Owner, within the time specified.

10. BID RETURNS

Bidders 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 Bidders 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. 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.
- b. 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.

- 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

Bidders 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 Bidder 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 Bidder'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 Bidder'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 Bidders 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 Bidder to enter into a contract within the time specified after the award of bid.

14. CERTIFICATE OF INSURANCE

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 and or services, 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 BIDDERS

All Bidders or individuals acting on behalf of a Bidder are hereby prohibited from lobbying or otherwise attempting to persuade or influence any member of the 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 Notice of Intended Action containing the recommendation of award to the Bidder. All Bidders or individuals acting on behalf of a Bidder are further prohibited from contacting or otherwise attempting to communicate with any member of the staff or City Council members regarding the pending solicitation or its outcome until after the issuance of the written recommendation of the most qualified Bidder. 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 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 Bidders, 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 Bidder 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 Bidder. Any price escalations are limited to those stated by the Vendor on the original Response.

COOPERATIVE PURCHASING

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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)

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26. COPYRIGHT AND PATENT RIGHTS

Bidder 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 Bidder agrees to hold the City harmless from any and all liability, loss or expense by any such violation.

27. COST INCURRED BY BIDDER

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 Bidder. No payment shall be made for any response received, nor for any other effort required of or made by the Bidder prior to commencement of work as defined by the contract approved by the City Council.

28. DAMAGE

The Contractor 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 Contractor shall be responsible and liable for the safety, injury and health of its working personnel while its employees are performing service work.

29. DEFAULT PROVISIONS

In the event of default by the Contractor, the City reserves the right to procure the item(s) bid from other sources and hold the Contractor 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.

30. DELIVERY OF GOODS/SERVICES

Upon approval of a contract, the Contractor 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, Contractor 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 Contractor, in addition to any other damages, direct or consequential, incurred by the City as a result thereof. In addition, failure of the Contractor to meet the contract delivery dates will be cause for removal of the Contractor from the City's list of eligible Bidders/Proposers as determined by the Purchasing Division.

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31. 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.

32. DISCLOSURE OF CONFLICTS

The award is subject to the provisions of Chapter 112.313, Florida Statutes. All Bidders must disclose with their Response the name of any officer, director, or agent who is also an employee of the City. Further, all Bidders must disclose the name of any employee who owns, directly or indirectly, an interest in the Bidder's firm or any of its branches. The Bidder 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 Bidder. 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 Bidder 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.

33. 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 Bidder's name from the list of qualified Bidders. Normally the removal of a vendor from the Bidder list is done after nonresponse from that Bidder 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 Bidder from submitting multiple Responses for different products or services.

34. EXCEPTIONS TO SPECIFICATIONS

For purposes of evaluation, the Bidder 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 Bidder that are required to be signed by the City. If exceptions are not stated by the Bidder, in his/her 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 Bidder 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.

35. E-VERIFY

Bidders 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 Bidder 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.

Bidders shall complete Form 7.11 E-Verify Affidavit and include it in the returned Response package. Failure to include the affidavit may result in rejection of the Response.

36. FACILITIES

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

37. FAILURE TO RESPOND

If the Bidder 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 Bidder's name being removed from the City's mailing list.

38. FINANCIAL STABILITY

Bidders 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.

39. 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.

40. 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.

41. GOVERNING LAW

Bidders 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.

42. 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 Contractor/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.

43. HIPAA COMPLIANCE

The Bidder 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 Contractor uses, discloses or has access to protected health information as defined by HIPAA.

44. 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.

45. INDEMNIFICATION/HOLD HARMLESS

(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.

46. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by both parties hereto that the City is contracting with the successful Bidder 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 Bidder under this contract and that the successful vendor has no authority to bind the City.

The Bidder represents itself to be an independent contractor offering such services to the public

and shall not represent himself/herself or his/her employees to be an employee of the City. Therefore, the Bidder 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 Bidder shall further understand that the City cannot save and hold harmless and or indemnify the Bidder and/or the Bidder's employees against any liability incurred as arising as a result of any activity of the Bidder/Proposer or any activity of the Bidder's employees performed in connection with the Contract.

47. 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 Bidder 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.

48. INSURANCE CANCELLATION

No change or cancellation in insurance shall be made without thirty (30) days' written notice by the Bidder 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.

49. INSURANCE REQUIREMENTS

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.

IMPORTANT: The City does 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 and does not waive the insurance required by this.

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.

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Standard Insurance Requirements			
	Insurance	Standards	Additional Requirements
REQUIRED	<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.	<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.
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.
REQUIRED	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>	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>	
REQUIRED	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.		

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50. 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 contractor offers a payment discount. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D.

51. IRREVOCABILITY OF RESPONSES

Each Bidder 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 Bidder.

52. 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.

53. 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 Bidder shall not constitute a cognizable defense against the legal effect thereof.

54. LICENSES, PERMITS AND TAXES

The Bidder 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 Bidder shall abide by all ordinances and laws pertaining to his/her operations and shall secure, at his/her expense, all licenses and permits necessary for construction and operation.

55. LITERATURE (if applicable):

If no brand, model or make is specified, Bidders 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 Bidder proposes to furnish.

56. 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.

57. **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.

58. **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. Bidders may offer items of equal stature and the burden of proof of such stature rests with the Bidder, unless otherwise specified by the City. The City of Port Orange shall act as sole judge in determining equality and acceptability of products offered.

59. 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.

60. NON-EXCLUSIVITY OF CONTRACT

The selected Bidder 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.

61. 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 Contractor responsible for any excess costs occasioned thereby and may immediately cancel the contract.

62. 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.

63. 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.

64. OTHER AGENCIES

- (a) All Bidders 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 Bidder(s).

65. PATENTS/COPYRIGHTS

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

66. 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 Bidders attending a mandatory pre-bid conference will be eligible to submit a Response. The representative of each Bidder shall be an authorized employee of the Bidder and shall sign in accordingly.

67. 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 Bidder 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.

68. 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.

69. PRICING

The Bidder 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 Bidder 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, Bidders 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.

70. 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.

71. 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 Bidder 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.

72. 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 Contractor during the term of contract, and the Contractor shall be held responsible for any damage to the property occurring by reason of his operation on the property.

73. PUBLIC ENTITY CRIMES

In accordance Section 287.133 (2)(a), Florida Statutes: A person or affiliate who has been placed on the convicted Bidder 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.

74. 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.

75. 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.

76. PURCHASE ORDER AND DELIVERY

The successful Bidder 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 Bidder. 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.

77. 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.

78. RECORDS/AUDIT

(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.

79. RECYCLED MATERIALS

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

80. 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.)

81. REQUEST FOR ADDITIONAL INFORMATION

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

82. 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.

83. 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.

84. 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 Bidders shall become the property of the City when received.

85. RULES, REGULATIONS AND LICENSING REQUIREMENT

The Bidder shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Bidders 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.

86. 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 Bidder's request, be returned within thirty (30) days after bid award at the Bidder's expense. If requested by the City, samples and/or inspection of like items are to be made available in the central Florida area.

87. 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.

88. 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.

89. 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.

90. SIGNED RESPONSE CONSIDERED AN OFFER

The signed Response is considered an offer on the part of the Bidder, 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 Bidder, 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 Bidder after such acceptance, the City may take such action as it deems appropriate including legal action for damages or specific performance.

91. 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.

92. SOLICITATION FORM COMPLETION, SUBMISSION AND RECEIPT OF RESPONSES

Unless otherwise specified, Bidders 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 Bidder's authorized representative. Responses containing erasures or corrections must be initialed by the Bidder 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: Joseph Castro, Buyer, Purchasing Office, a division of the Finance Department, Port Orange City Hall, 1000 City Center Circle, 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 late responses will be returned to the Bidder and will not be unopened.

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, name and address of the Bidder.

93. 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 Bidder 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 Bidder shall provide follow-up evidence that the Bidder 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 evidenced by entity records.

94. SUBCONTRACTING

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

95. SUPPLEMENTAL MATERIALS

Bidders 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 Bidder 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.

96. **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.

97. **TERM CONTRACTS**

Acceptance by the City of Port Orange of Bidder'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.

98. **TERMINATION CONVENIENCE – NOTICE**

The City of Port Orange reserves the right to terminate the contract for default if the Contractor breaches any of the terms therein, including warranties of the Contractor or if the Contractor 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 Contractor 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 Contractor.

99. **TERMINATION - NOTICE**

Either party may cancel the contract at any time after award, unless otherwise specified. The City shall be required to give the Bidder notice of thirty days prior to the date of cancellation of the contract. The Bidder 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.

100. **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 Contractor 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.

101. **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.

102. **USE OF SOLICITATION FORMS**

The Bidder 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 Bidder's Acknowledgement Form contained in each Solicitation.

103. VARIANCES

For purposes of Response evaluation, Bidders must indicate any variances, no matter how slight, contained in the Response. No variations or exceptions by a Bidder 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.

104. BIDDER'S PRODUCT OR SERVICES

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

- a. If the Bidder is contracted to provide services, such services shall be fully satisfactory to the City as determined by the City.
- b. The Bidder 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 Bidder.
- c. In furnishing the service or product to the City, the Bidder 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.

105. 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 Bidders, 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)

106. WARRANTIES

Bidders shall furnish all data pertinent to warranties or guarantees which may apply to items in the Response. Bidders may not limit or exclude any implied warranties. The Bidder 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 Bidder's expense. If the Bidder fails to make the appropriate correction within a reasonable time, City of Port Orange may correct at the Bidder's expense.

SECTION 6 – SPECIAL REQUIREMENTS/INSTRUCTIONS

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 initial term of the contract is two (2) years upon agreement. Two (2) one (1) year renewals are available upon agreement between both parties.

TIME-LINE:

- A. Notice of Intent to Award: after bid opening and complete review of submitted bid information.
- B. Notice to Proceed: TBD by the using department.

PAYMENT & PERFORMANCE BONDS

Upon award, the successful bidder will also be required to furnish and pay for a satisfactory contract one hundred percent (100%) Payment and Performance Bond to be recorded by the City, with the Clerk of the Circuit Court, Volusia County, Florida and to enter into a contract for services 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 requirement of Florida law. The City will bill the cost of recording to the contractor.

ELIGIBILITY OF VENDOR:

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

LICENSES AND PERMITS

Contractor is responsible for all applicable local and state licenses, permits and fees.

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.

CONTRACTOR SELECTION & METHODOLOGY:

The City desires to award the lowest responsive and responsible bidder as the "Primary" contractor and can award up to two (2) additional responsive and responsible contractors. Work awarded under this bid will be divided into two categories. The first of which shall include projects valued from zero "0" dollars to ten thousand "\$10,000.00" dollars. Work in this category will be assigned to the "Primary" awarded contractor. If the "Primary" awarded contractor cannot perform a project assigned to them, the 2nd lowest awarded contractor will be assigned the project. The second category will include projects with an estimated value of \$10,001 - \$50,000 and shall be quoted amongst all awarded contractors. Category two projects will require participation from all awarded contractors either by written quote or written declination to quote.

The City reserves the right to amend this methodology for contractor selection and the assignment of work if it determines that such a decision would be in its best interest. Such changes may include but not be limited to emergency situations, performance issues, workload concerns, and increased or decreased work volume.

WARRANTY:

The Contractor will provide all warranties within the specifications and a warranty for materials and workmanship for a minimum period of one year from the time that the CITY issues its final acceptance certificate for the service.

SAFETY:

Contractor will comply with all applicable OSHA, State of Florida Safety Regulations and comply with all construction safety requirements of local authorities having jurisdiction. Contractor shall exercise all due caution to exclude the public from the work area and especially from contact with any hazardous materials.

REPAIR OF DAMAGES:

It is the responsibility of the Contractor to repair any damages incurred in the area that is directly related to the project. When damages occur, the City of Port Orange Representative is to be notified and shall inspect the repairs upon completion.

SITE CLEANLINESS:

The Contractor shall give special attention to keeping the work site clean and free from trash and debris. Trash, debris and waste materials shall not be left at the customer's premises but shall be disposed of at the Contractor's facilities. Site must be maintained free of trash and construction debris and cleared every day.

[Remainder of this page left intentionally blank]

SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

- _____ Form 7.2 – Bidder’s Acknowledgement Form
- _____ Form 7.3 – Addendum and Change Order Procedure Acknowledgement
- _____ Form 7.4 – Drug Free Preference Statement
- _____ Form 7.5 – Public Entity Crimes Statement
- _____ Form 7.6 – Anti-Collusion Form
- _____ Form 7.7– Statement of Bidder’s Qualifications
- _____ Form 7.8 – Professional References for Previous Experience
- _____ Form 7.9 – Listing of Subcontractors
- _____ Form 7.10 – Local Business Affidavit of Eligibility
- _____ Form 7.11 – E-Verify Affidavit
- _____ Form 7.12 - Debarment, Suspension and Other Responsibility Matters
- _____ Attachment 1 – Bid Proposal
- _____ Bid Bond
- _____ Copy of License (Contractor, Sunbiz, etc.)
- _____ 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 Bidders, 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 Bidder / Contractor as its act and deed and that the Bidder / 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 Bidder interested in said ITB; and that the undersigned executed this Bidder’s Acknowledgement with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

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

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

NO EXCEPTIONS ALLOWED AFTER THE BID IS SUBMITTED:

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

NAME OF BUSINESS

MAILING ADDRESS

AUTHORIZED SIGNATURE

CITY, STATE & ZIP CODE

NAME, TITLE, TYPED

TELEPHONE NUMBER / FAX NUMBER

FEDERAL IDENTIFICATION #

E-MAIL ADDRESS

STATE OF _____ COUNTY OF _____

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

My Commission Expires:

Notary Public

This document must be completed and returned with your Submittal

FORM 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:

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

Name of Business

By: _____
Printed Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

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

[Notary: Please select one]

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

Notary Public, State of _____
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 _____

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

(NAME)

(TITLE)

_____ and who:

(NAME OF ORGANIZATION)

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

This document must be completed and returned with your Submittal

Printed, typed or stamped name, commission and expiration:

FORM 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 _____

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

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

This document must be completed and returned with your Submittal

Printed, typed or stamped name, commission and expiration:

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 BIDDER’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 _____

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

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

***This document must be completed
and returned with your Submittal***

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

FORM 7.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Vendor proposes that he/she 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 he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. A minimum of three (3) projects must be listed below. The City reserves the right to check references and confirm information provided herein.

List all clients to whom you currently provide or have in the past provided goods or services equal or similar to those required under the City's contract and as outlined in this bid package. A minimum of three (3) projects shall be listed below in order to bid on this contract.

	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 – LISTING OF SUBCONTRACTORS

The Bidder proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. All subcontractors whose work product accounts for 5% or more of the total contract value shall be listed. Upon approval of subcontractors listed, the successful Bidder shall not substitute subcontractors without approval from the City. Vendor shall attach additional sheets as necessary. Please mark N/A for no subcontractors.

Subcontractor No. 1

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 2

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 3

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 4

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 5

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

This document must be completed and returned with your Submittal

FORM 7.10 - 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 and/or ☐ Principal Place of Business

And within Legal Boundaries: ☐ City of Port Orange ☐ Volusia County ☐ State of Florida

FEIN (Federal Employer Identification Number): _____

BUSINESS STRUCTURE: ☐ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship

☐ Other (Specify): _____

PHONE NUMBER: _____ FAX: _____

EMAIL: _____

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

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 and/or principal place of business 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 bidder 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.

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.



FORM 7.11 - E-VERIFY AFFIDAVIT

**CITY OF PORT ORANGE
CONTRACTOR E-VERIFY AFFIDAVIT**

IN ACCORDANCE WITH SECTION 448.095, FLORIDA STATUTES

Project Name: _____

Solicitation Number: _____

I, the undersigned, hereby certify that _____ [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

Further, I certify all employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system. I acknowledge that it is my responsibility to insure full compliance with Section 448.095, Florida Statutes. I am aware enrollment in the E-Verify system for employers can be done at www.e-verify.gov.

A true and correct copy of _____ [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

By affixing my signature below, I hereby affirm that I am duly authorized to bind the company reference herein and I will comply with all applicable E-Verify requirements.

(Print or Type Name, Title)

(Signature of Affiant)

(Federal Employer ID Number – FEIN)

(E-Verify Number)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____ as _____ of _____ on behalf of the company. He/she is personally known to me or has produced _____ (TYPE OF ID) as identification.

Notary Public, State of Florida at Large

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

This document must be completed and returned with your Submittal

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY
MATTERS**

**PRIMARY COVERED TRANSACTIONS
(TO BE COMPLETED BY PRIME CONTRACTOR)**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification;
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

Bid Number or Project Name

Name(s) and Title(s) of Authorized Representatives

Signature

Date

This document must be completed and returned with your Submittal

BID COST/FEE PROPOSAL:

"ATTACHMENT 1" ITB SCHEDULE OF UNIT PRICING									
BID FORM									
CITY OF PORT ORANGE									
ITB 21-15									
STREET STRIPING									
Completed "Attachment 1" Schedule of Unit Pricing Bid form MUST be included with Bid Submission									
Instruction to save Attachment from DemandStar website:									
Perform "File Save As" and save spreadsheet to your computer. Fill in pricing in highlighted cells electronically.									
Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.									
Bidders are required to provide "Attachment 1" in Excel format in electronic format, preferably thumb drive.									
NAME OF BUSINESS:									
CONTACT PERSON:									
EMAIL ADDRESS:									
AUTHORIZED SIGNATURE:									
GROUP I - FURNISH & INSTALL THERMOPLASTIC OR PAINT									
Item #	Description	Estimated Quantities	Unit of Measure	Thermoplastic Double Drop Bead Application per Linear Foot		Thermoplastic Single Drop Bead Application per Linear Foot		Paint per Linear Foot	
				Unit Price	Total	Unit Price	Total	Unit Price	Total Cost
1	4 " yellow stripe	53,464	Linear Foot	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2	4" white stripe	23,320	Linear Foot	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3	6" yellow stripe	7,003	Linear Foot	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4	6" white stripe	416	Linear Foot	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5	8" white stripe	25	Linear Foot	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6	12" white stripe	1,108	Linear Foot	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7	18" yellow stripe	175	Linear Foot	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8	18" white stripe	30	Linear Foot	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9	24" white stripe	1,000	Linear Foot	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10	Arrow symbol-single left, thru or right	20	Each	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11	Legend, Only	4	Each	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
				TOTAL	\$0.00	TOTAL	\$0.00	TOTAL	\$0.00
GRAND TOTAL (GROUP I: Items 1 - 11)									\$0.00
GROUP II- LAYOUT & REMOVAL OF MARKINGS									
Item #	Item / Task	Estimated Quantities	Unit of Measure	Thermoplastic		Paint			
				Unit Price	Total	Unit Price	Total		
1	Removal of existing markings, per square foot	250	Square Foot	\$0.00	\$0.00	\$0.00	\$0.00		
2	Removal of RPMs, each	440	Each	\$0.00	\$0.00	\$0.00	\$0.00		
3	Supply and Install RPMs, each	440	Each	\$0.00	\$0.00	\$0.00	\$0.00		
				TOTAL	\$0.00	TOTAL	\$0.00		
4	Minimum Trip Charge		Each	\$0.00	\$0.00	\$0.00	\$0.00		
GRAND TOTAL (GROUP II: Items 1 - 3)							\$0.00		

BID BOND

BID BOND

Bond No.:

KNOW ALL MEN BY THESE PRESENTS that _____, as Contractor, duly authorized to conduct business in the State of Florida, whose principal place of business is located at _____, Tel.: _____, (hereinafter called "PRINCIPAL"), and _____, as SURETY, duly authorized to conduct business in the State of Florida, whose principal place of business is located at _____, Tel.: _____ (hereinafter called "SURETY"), are held and firmly bound unto the City of Port Orange, Florida, as CITY, a Florida municipal corporation, whose address is City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129, Tel.: (386) 506-5501, (hereinafter called "OBLIGEE" or "CITY"), in the penal sum of _____ dollars and (____)/100 (\$____), lawful money of the United States, for the payment of which sum shall and truly be made, whereof PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas the Principal has submitted the accompanying bid, dated _____, 20____, for:

Project Name / Bid No.:

Project Address:

Legal Description:

Description of Work:

NOW, THEREFORE,

A. If the principal shall not withdraw said bid within one hundred twenty (120) days after date of opening of the same, and shall within ten (10) days after the prescribed forms are presented to it for signature, enter into a written contract with the City in accordance with the bid as accepted, and give bonds with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

B. In the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bonds within the time specified, if the principal shall pay the City the difference between the amount specified in said bid and the amount for which the City may procure the required work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals, this _____ day of _____, A.D. 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Note: If the firm is a sole ownership or partnership including limited liability company, two (2) witnesses are required to attest the signature. If the firm is a corporation, then the corporate secretary shall attest and affix the corporate seal (Attach power of attorney to original bid bond and financial statement of Surety Company).

PRINCIPAL:

Signature

Corporate Officer & Title

ATTEST:

Signature

Corporate Secretary (Affix Corporate Seal)

WITNESSES:

SURETY:

Attorney-in-Fact (signature)

Name & Title

Name of Local Resident Agent

City, State, Zip

Telephone:
A.M. Best No.: _____ NAIC No. : _____

ATTEST:

Signature

Corporate Secretary (Affix Corporate Seal)

STATE OF _____
COUNTY OF _____

Before me this day personally appeared _____ (affiant), who, being duly sworn, deposes and says that he/she is the Attorney-in-Fact for the _____ (corporate surety) and that this person has been authorized by _____ (corporate surety) to execute the forgoing bond on behalf of the Contractor named therein in favor of the City of Port Orange, Florida.

Signature of Affiant

Sworn to / Affirmed and subscribed before me this _____ day of _____, 20____, by _____, who is personally known to me or who produced _____ as identification.

NOTARY PUBLIC – STATE OF

Type or print name: _____

Commission No.: _____

Commission Expires: _____

(Seal)

.....
END OF BID BOND

This document must be completed and returned with your Submittal

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

PAYMENT AND PERFORMANCE BOND

(Public Works)

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

BOND NO. _____

PRINCIPAL:

Developer or Contractor: _____

Principal Business Address: _____

Contact Person: _____

Phone Number: _____

SURETY:

Address: _____

Contact Person: _____

Phone Number: _____

OWNER:

City of Port Orange, Florida, a chartered municipal corporation

1000 City Center Circle

Port Orange, Florida 32129-4144

Contact Person: _____

Phone Number: _____

(386) 506-5501

Amount: \$ _____

City Case/Project No. ITB 21-15 Street Striping

Description of Work: ITB 21-15 Street Striping

Project Location: Various locations in and around the City of Port Orange, Volusia County, Florida

Legal Description: Various locations in and around the City of Port Orange, Volusia County, Florida

Front Page

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

ITB 21-15 Street Striping

Bond No. _____

COMBINATION PAYMENT AND PERFORMANCE BOND FOR PUBLIC CONSTRUCTION

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

BY THIS BOND, We, _____ as Principal, and _____, a corporation, as Surety, are bound to **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of _____ **AND** _____ **/100 DOLLARS (\$_____)**, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

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

Notice of Nonpayment and Time Limitations

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

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

IN WITNESS WHEREOF, this performance and payment bond shall be deemed an original, this _____, day of _____, 2021.

Attest:

(Name of Principal)

(As to Corporate Principal) Secretary

By: _____
Name/Title: _____

(Witness to Principal)

(Corporate Seal)

(Surety)

(Witness to Surety)

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

(Corporate Seal)

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

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

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.

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:** _____

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: _____

Sworn to and subscribed before me this _____ day of __, 20__.

My Commission Expires: _____

Notary Public

Notary Public Printed Name



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 2021, 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 Street Striping Services which shall include the replacement of deteriorated pavement markings with thermoplastic and/or paint on public maintained streets and parking lots, as more specifically described in and pursuant to Intent to Bid ("ITB 21-15"). This Contract together with ITB 21-15, 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 21-15, and the Bid Tabulation as submitted by Contractor in Contractor's Proposal, are attached hereto as **Exhibit "1"**. A complete copy of ITB 21-15, 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 term of this Contract shall become effective on the last date the Contract is signed by the Parties ("Effective Date"). This Contract shall be for a term of Two (2) years ("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 written 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 Public Works and Utilities Director, Lynn Stevens, 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 items 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 year 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>Contracts over \$20 million</td><td>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 \$100,000.00.		
☐	Unless otherwise required by law, City Manager waives Insurance for ROB 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 manufacture, 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: Lynn Stevens, Public Works and Utilities Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5575

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]

FOR INFORMATIONAL PURPOSES ONLY

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 _____, 2021, 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:

FOR INFORMATIONAL PURPOSES ONLY

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 _____, 2021, 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 _____, 2021, 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

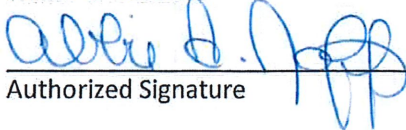
SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

- ☒ Form 7.2 – Bidder's Acknowledgement Form
- ☒ Form 7.3 – Addendum and Change Order Procedure Acknowledgement
- ☒ Form 7.4 – Drug Free Preference Statement
- ☒ Form 7.5 – Public Entity Crimes Statement
- ☒ Form 7.6 – Anti-Collusion Form
- ☒ Form 7.7 – Statement of Bidder's Qualifications
- ☒ Form 7.8 – Professional References for Previous Experience
- ☒ Form 7.9 – Listing of Subcontractors
- ☒ Form 7.10 – Local Business Affidavit of Eligibility
- ☒ Form 7.11 – E-Verify Affidavit
- ☒ Form 7.12 – Debarment, Suspension and Other Responsibility Matters
- ☒ Attachment 1 – Bid Proposal
- ☒ Bid Bond
- ☒ Copy of License (Contractor, Sunbiz, etc.)
- ☐ Submission of one (1) original marked "ORIGINAL" and one (1) digital (CD or flash drive) version in PDF format.

BY: BETTER BARRICADES, INC.

Name of Business



Authorized Signature

JUNE 15, 2021

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 Bidders, 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 Bidder / Contractor as its act and deed and that the Bidder / Contractor is ready, willing and able to perform if awarded the contract.

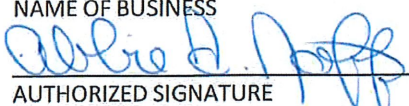
I further certify that this Bid is made without prior understanding, Contract, connection, discussion, or collusion with any person, firm or corporation submitting a Bid for the same product or service; no officer, employee or agent of the City of Port Orange City Council or of any other Bidder interested in said ITB; and that the undersigned executed this Bidder'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:

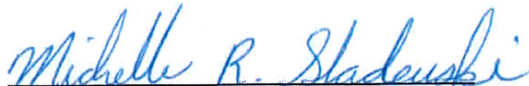
Please check one: ☒ I take NO exceptions. ☐ Exceptions (list below; add additional pages if necessary):

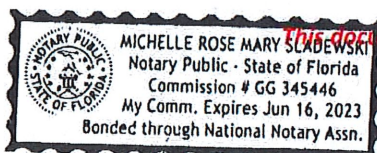
BETTER BARRICADES, INC.	1725 TIONIA ROAD
NAME OF BUSINESS	MAILING ADDRESS
	NEW SMYRNA BEACH, FL 32168
AUTHORIZED SIGNATURE	CITY, STATE & ZIP CODE
ABBIE D. NAFF, PRESIDENT	(386) 427-4971 / (386) 427-8285
NAME, TITLE, TYPED	TELEPHONE NUMBER / FAX NUMBER
59-2462689	ANAFF@BETTERBARRICADES.COM
FEDERAL IDENTIFICATION #	E-MAIL ADDRESS

STATE OF FLORIDA COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this day of JUNE, 20 21 by ABBIE D. NAFF, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires:


Notary Public



This document must be completed and returned with your Submittal

FORM 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:

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

BETTER BARRICADES, INC.

Name of Business

By: Abbie D. Nauff
Printed Name: ABBIE D. NAFF
Title: PRESIDENT

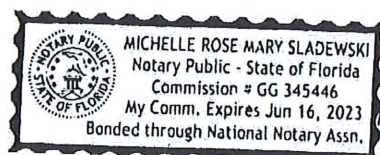
STATE OF FLORIDA
COUNTY OF VOLUSIA

Sworn to (or affirmed) and subscribed before me this 15TH day of JUNE, 2021, by
ABBIE D. NAFF, as PRESIDENT of
(NAME) (TITLE)
BETTER BARRICADES, INC. and who:
(NAME OF ORGANIZATION)

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.



Michelle R. Sladevski
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 7.4 – 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.

BETTER BARRICADES, INC.

Name of Business

By: Abbie D. Naff

Printed Name: ABBIE D. NAFF

Title: PRESIDENT

STATE OF FLORIDA

COUNTY OF VOLUSIA

Sworn to (or affirmed) and subscribed before me this 15TH day of JUNE, 2021, by
ABBIE D. NAFF, as PRESIDENT of

(NAME)

(TITLE)

BETTER BARRICADES, INC.

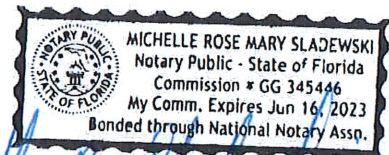
and who:

(NAME OF ORGANIZATION)

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.



Michelle R. Sladevski
Notary Public, State of Florida

This document must be completed and returned with your Submittal

Printed, typed or stamped name, commission and expiration:

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 Abbie D. Naff, who, being by me first duly sworn, made the following statement:

1. The business address of Better Barricades, Inc. (name of Offeror or business) is 1725 Tronra Rd, New Smyrna Beach, FL 32168.
2. My relationship to Better Barricades, Inc. (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.)~~

Better Barricades, Inc.
Name of Business
By: Abbie D. Naff
Printed Name: Abbie D. Naff
Title: President

STATE OF Florida
COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me this 22nd day of June, 2021, by
Abbie D. Naff, as President
Better Barricades, Inc. and who:

[Notary: Please select one]

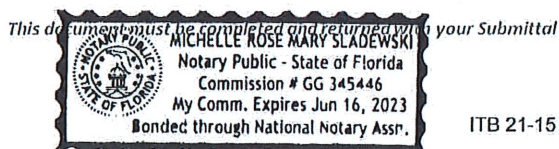
☒ is personally known to me; or

☐ has produced _____ as identification.

Michelle R. Sladevski

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:



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: BETTER BARRICADES, INC.

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

PRINTED SIGNATURE: ABBIE D. NAFF

TITLE: PRESIDENT

ADDRESS: 1725 TIONIA ROAD

CITY: NEW MYRNA BEACH, FL ZIP CODE: 32168

TELEPHONE: (386) 427-4971 FAX: (386) 427-8285

COMPLETION TIME: _____

F.E.I.N. NUMBER: 59-2462689

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 BIDDER'S QUALIFICATIONS

- SEE ATTACHED

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.

Better Barricades, Inc.

Name of Business

By: Abbie D. Naff

Printed Name: Abbie D. Naff

Title: President

STATE OF Florida
COUNTY OF Volusia

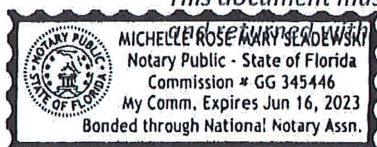
Sworn to (or affirmed) and subscribed before me this 22nd day of June, 2021, by Abbie D. Naff, as President of Better Barricades, Inc. and who:

[Notary: Please select one]

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

Michelle R. Shadubai
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:



This document must be completed and returned with your Submittal

STATEMENT OF BIDDER'S QUALIFICATIONS

- A. **Name of Vendor:** Better Barricades, Inc.
- B. **Permanent Main Office Address:** 1725 Tionia Road, New Smyrna Beach, FL 32168
- C. **Date Organized:** 11/01/1984
- D. **If a corporation, where incorporated:** New Smyrna Beach, Volusia County, Florida
- E. **How many years have you been engaged in the contracting business under your present firm or trade name?** 36 Years
- F. **Contracts on hand:**

10th Street Widening (Volusia County) – Subcontractor to P&S Paving, Daytona Beach, FL for MOT, Striping, and Permanent Signs - \$78,696.50. Completion by end of 2021 anticipated.

Old Kings Road (Flagler County) – Subcontractor to Halifax Paving, Ormond Beach, FL for MOT, Striping, and Permanent Signs - \$161,334.70. Completion anticipated by end of 2021.

Sanford Airport, Taxiway B/C/L Phase 2 – Subcontractor to Halifax Paving, Ormond Beach for Striping - \$88,266.00. Completion by 8/31/21.

SR-15A (FDOT) – Subcontractor to Halifax Paving, Ormond Beach for Striping and Permanent Signs - \$94,631.35. Completion by 4Q21 anticipated.

SR-430 (FDOT) – Subcontractor to P&S Paving, Daytona Beach for Striping and Permanent Signs - \$56,164.90. Completion by 1Q22 anticipated.

I-95 (FDOT) – Subcontractor to Halifax Paving, Ormond Beach for Striping and Permanent Signs - \$465,389.85. Completion by 2Q22 anticipated.

G. **General character of work performed by your company:** Pavement Markings – Roadway, Airport, Parking Lot, Fabrication and Installations of Signs, Maintenance of Traffic Operations and Device Rental

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. **Important Projects Recently Completed**

St. Augustine Airport (NFRA) - \$172,583.96. Pavement Markings. Completed 10/2020.

Sanford Airport (OSIA) Taxiway B/C/L Phase 1 - \$115,286.99. Pavement Markings. Completed 11/2020.

Ballough Street Bridge (CoDB) - \$123,026.24. ADA Ramps, Pavement Markings, Permanent Signs. Completed 3/2021.

Viera Blvd Commercial Center - \$119,264.00. Pavement Markings and Signage. Completed 10/2020.

Bucee's Daytona Beach - \$179,988.80. MOT Pavement Markings, and Signage. Completed March, 2021.

Amazon Apopka Center - \$578,005.06. Pavement Markings and Signage. Completed 4/2021.

K. Major Equipment

Graco RoadPac

RoadLazer

5900 Graco Line Lazer

200HS Graco Paint Machines

Graco Grinder with PCD Head

Dual Kettle Thermoplastic Pre-melters

Thermomark HD 1500D-Falcon Liner

ThermoMark Ride-On Thermoplastic liners

3000# ThermoMark Melters

L. Experience in work similar to this type of project. 35+ years of striping and MOT service experience to customers spanning FDOT, county, and city/town municipalities as well as private commercial ventures.

M. Principal Officer Experience

Abbie Naff is 100% owner and President of Better Barricades, Inc.

She established the Company on November 1, 1984. She has had experience in all areas of striping and Maintenance of Traffic items. Better Barricades, Inc. has performed work for various cities, counties, private industry, and the Department of Transportation. She handles all administrative tasks for the company. She oversees the Striping and Maintenance of Traffic Division.

Philip Naff is Vice President and is in charge of Operations. He operates the Concrete Division at Better Barricades, Inc. He formerly worked for the Department of Transportation, and Ward-Martin Concrete. He has been with Better Barricades since 1999.

Mary Shannon Beckman also a Vice President. She works in our payable and accounts receivables. She does certified payroll and notice to owners. She also handles health insurance and other insurance as needed.

N. Credit currently available: \$500,00.00

O. Give bank reference: PNC Bank, Ms. Daisy Lucci, (386) 215-9080, daisy.lucci@pncbank.com

P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? Yes

Q. The undersigned (on form 7.7) 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 he/she 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: HALIFAX PAVING, INC.
Contact Person: JOEY DURRANCE
City, State: ORMOND BEACH, FL
Telephone Number: (386) 676-0200
Email Address: JOEY@HALIFAXPAVING.NET
Description of goods or
Services provided: PAVEMENT MARKINGS FOR NEW SMYRNA BEACH RESURFACING (2021)
Contract Amount: \$50,000
Start/End Date of Contract: APRIL, 2021 - AUGUST, 2021
2. Company Name: P&S PAVING, INC.
Contact Person: BRIAN DAVIDSON
City, State: DAYTONA BEACH, FL
Telephone Number: (386) 258-7911
Email Address: BDAVIDSON@PANDSPAVINGINC.COM
Description of goods or
Services provided: PAVEMENT MARKINGS AND SIGNAGE FOR SR-430 PROJECT (FDOT)
Contract Amount: \$56,164.90
Start/End Date of Contract: MARCH, 2021 - DECEMBER, 2021
3. Company Name: CITY OF DAYTONA BEACH
Contact Person: MICHELLE MARTIN
City, State: DAYTONA BEACH, FL
Telephone Number: (386) 671-8632
Email Address: MartinMichelle@CODB.US
Description of goods or
Services provided: PAVEMENT MARKINGS AND SIGNAGE FOR BALLOUGH RD/SWEETHEART TRAIL
Contract Amount: \$114,000
Start/End Date of Contract: OCTOBER, 2020 - MARCH, 2021

This document must be completed and returned with your Submittal.

LISTING OF PREVIOUS EXPERIENCE

Commercial Client List

The bidder proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. A minimum of three (3) projects must be listed below. The City reserves the right to check references and confirm information provided herein.

List all clients to whom you currently provide or have in the past provided goods or services equal or similar to those required under the City's contract and as outlined in this bid package. A minimum of three (3) projects shall be listed below in order to bid on this contract.

	Contact Name	Phone	Current Client? Y or N	Number of years service provided	Description of service
1	Kyle Fegley City of NSB	386-424-2100	Y	25+ yrs	MAINTENANCE OF TRAFFIC CONCRETE SIGNAGE PAVEMENT MARKINGS
2	Michelle Martin City of Daytona	386-671-8632	Y	10+ years	MAINTENANCE OF TRAFFIC CONCRETE SIGNAGE PAVEMENT MARKINGS
3	Wayne Midcap Seminole County	midcapjw@cdmsmith.com	Y	5 years	MAINTENANCE OF TRAFFIC PAVEMENT MARKINGS

This document must be completed and returned with your Submittal.

FORM 7.9 – LISTING OF SUBCONTRACTORS

The Bidder proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. All subcontractors whose work product accounts for 5% or more of the total contract value shall be listed. Upon approval of subcontractors listed, the successful Bidder shall not substitute subcontractors without approval from the City. Vendor shall attach additional sheets as necessary. Please mark N/A for no subcontractors.

Subcontractor No. 1

Name: Waterblasting.com

Description of Work: Hydroblasting Removal of Existing Markings

Percent of Contract Price: 5%

Previous Experience Together: Yes/No Yes

Subcontractor No. 2

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 3

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 4

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 5

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

This document must be completed and returned with your Submittal

FORM 7.10 - 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 21-15

BUSINESS NAME: BETTER BARRICADES CONTACT PERSON/TITLE: A. NAFF MAILING ADDRESS: 1725 TIONIA RD

CITY-STATE-ZIP: NEW SMYRNA BEACH, FL 32168 Length of Time at Address Provided: 35 YEARS

Physical Presence of Business: ☒ Headquarters and/or ☒ Principal Place of Business

And within Legal Boundaries: ☐ City of Port Orange ☒ Volusia County ☒ State of Florida

FEIN (Federal Employer Identification Number): 59-2462689

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

PHONE NUMBER: (386) 427-4971 FAX: (386) 427-8285

EMAIL: ANAFF@BETTERBARRICADES.COM

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

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 and/or principal place of business 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 bidder 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.

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

BETTER BARRICADES, INC.

Name of Business

By: Abbie D. Naff

Printed Name: ABBIE D. NAFF

Title: PRESIDENT

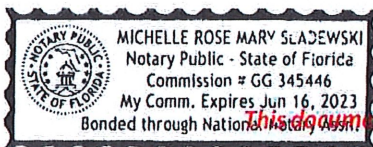
STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 15TH day of JUNE, 2021, by ABBIE D. NAFF, as PRESIDENT of BETTER BARRICADES, INC, a CORPORATION. He or she is ☒ personally known or ☐ produced as identification.

Michelle R. Sladevski

Notary Public, State of FLORIDA

Printed, typed or stamped name, commission and expiration:



This document must be completed and returned with your Submittal.



FORM 7.11 - E-VERIFY AFFIDAVIT

CITY OF PORT ORANGE
CONTRACTOR E-VERIFY AFFIDAVIT

IN ACCORDANCE WITH SECTION 448.095, FLORIDA STATUTES

Project Name: STREET STRIPING
Solicitation Number: ITB 21-15

I, the undersigned, hereby certify that BETTER BARRICADES, INC. [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

Further, I certify all employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system. I acknowledge that it is my responsibility to insure full compliance with Section 448.095, Florida Statutes. I am aware enrollment in the E-Verify system for employers can be done at www.e-verify.gov.

A true and correct copy of BETTER BARRICADES, INC. [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

By affixing my signature below, I hereby affirm that I am duly authorized to bind the company reference herein and I will comply with all applicable E-Verify requirements.

ABBIE D. NAFF, PRESIDENT

(Print or Type Name, Title)

[Signature]
(Signature of Affiant)

592462689

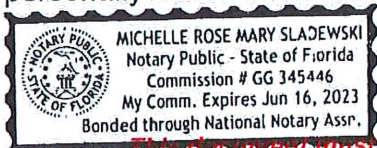
(Federal Employer ID Number - FEIN)

406072

(E-Verify Number)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 15TH day of JUNE, 2021,
by ABBIE D. NAFF as PRESIDENT of
BETTER BARRICADES, INC. on behalf of the company. He/she is
personally known to me or has produced _____ (TYPE OF ID) as identification.



[Signature]
Notary Public, State of Florida at Large

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

This document must be completed and returned with your Submittal



Welcome
MELANIE MYERS

≡ MENU

Company Information

Company Name

BETTER BARRICADES, INC.

Company ID Number

406072

Doing Business As (DBA) Name

--

DUNS Number

--

Physical Location

Address 1

1725 TIONIA ROAD

Address 2

--

City

NEW SMYRNA BEACH

State

FL

Zip Code

32168

County

VOLUSIA

Mailing Address

Address 1

--

Address 2

--

City

--

State

--

Zip Code

Additional Information

Employer Identification Number
592462689

Total Number of Employees
20 to 99

Parent Organization
--

Administrator
--

Organization Designation

Employer Category
None of these categories apply

[View / Edit](#)

NAICS Code
238 - SPECIALTY TRADE CONTRACTORS

[View / Edit](#)

Total Hiring Sites
1

[View / Edit](#)

Total Points of Contact
2

[View / Edit](#)

[View Original MOU Template](#)

[View MOU](#)



Last Login: 02/15/2021 02:27 PM

Angeline L. Jf
Project Manager
Better Barricades
3/18/21

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY
MATTERS**

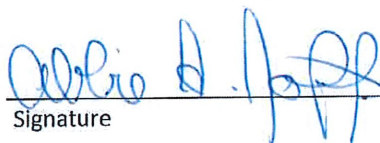
**PRIMARY COVERED TRANSACTIONS
(TO BE COMPLETED BY PRIME CONTRACTOR)**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification;
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BETTER BARRICADES, INC.
Organization Name

ITB 21-15 STREET STRIPING
Bid Number or Project Name

ABBIE D. NAFF, PRESIDENT
Name(s) and Title(s) of Authorized Representatives

 6/16/21
Signature Date

This document must be completed and returned with your Submittal



"ATTACHMENT 1" ITB SCHEDULE OF UNIT PRICING

BID FORM
CITY OF PORT ORANGE
ITB 21-15
STREET STRIPING

Completed "Attachment 1" Schedule of Unit Pricing Bid form MUST be included with Bid Submission

Instruction to save Attachment from DemandStar website:

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

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

Bidders are required to provide "Attachment 1" in Excel format in electronic format, preferably thumb drive.

NAME OF BUSINESS:	BETTER BARRICADES, INC.
CONTACT PERSON:	ABBIE NAFF
EMAIL ADDRESS:	ANAFF@BETTERBARRICADES.COM
AUTHORIZED SIGNATURE:	

GROUP I - FURNISH & INSTALL THERMOPLASTIC OR PAINT

Item #	Description	Estimated Quantities	Unit of Measure	Thermoplastic Double Drop Bead Application per Linear Foot		Thermoplastic Single Drop Bead Application per Linear Foot		Paint per Linear Foot	
				Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
1	4" yellow stripe	53,464	Linear Foot	\$0.90	\$ 48,117.60	\$0.85	\$45,444.40	\$0.35	\$18,712.40
2	4" white stripe	23,320	Linear Foot	\$0.90	\$ 20,988.00	\$0.85	\$19,822.00	\$0.35	\$8,162.00
3	6" yellow stripe	7,003	Linear Foot	\$1.00	\$ 7,003.00	\$0.95	\$6,652.85	\$0.40	\$2,801.20
4	6" white stripe	416	Linear Foot	\$1.00	\$ 416.00	\$0.95	\$0.80	\$0.40	\$166.40
5	8" white stripe	25	Linear Foot	\$1.10	\$ 27.50	\$1.05	\$26.25	\$0.55	\$13.75
6	12" white stripe	1,108	Linear Foot	\$3.35	\$ 3,711.80	\$3.10	\$3,434.80	\$0.55	\$609.40
7	18" yellow stripe	175	Linear Foot	\$4.85	\$ 848.75	\$4.60	\$805.00	\$2.55	\$446.25
8	18" white stripe	30	Linear Foot	\$4.85	\$ 145.50	\$4.60	\$138.00	\$2.55	\$76.50
9	24" white stripe	1,000	Linear Foot	\$6.60	\$ 6,600.00	\$6.10	\$6,100.00	\$3.05	\$3,050.00
10	Arrow symbol-single left, thru or right	20	Each	\$77.00	\$ 1,540.00	\$70.00	\$1,400.00	\$42.50	\$850.00
11	Legend, Only	4	Each	\$155.00	\$ 620.00	\$130.00	\$520.00	\$67.50	\$270.00
				TO	\$ 90,018.15	TOT	\$84,344.10	TOTAL	\$35,157.90

GRAND TOTAL (GROUP I: Items 1 - 11) \$209,520.15

GROUP II- LAYOUT & REMOVAL OF MARKINGS

Item #	Item / Task	Estimated Quantities	Unit of Measure	Thermoplastic		Paint	
				Unit Price	Total Cost	Unit Price	Total Cost
1	Removal of existing markings, per square foot	250	Square Foot	\$2.50	\$625.00	\$2.50	\$625.00
2	Removal of RPMs, each	440	Each	\$1.00	\$440.00	\$1.00	\$440.00
3	Supply and Install RPMs, each	440	Each	\$5.00	\$2,200.00	\$5.00	\$2,200.00
				TO	\$3,265.00	TOT	\$3,265.00
				TAL		AL	
4	Minimum Trip Charge		Each	\$850.00	\$850.00	\$650.00	\$650.00
GRAND TOTAL (GROUP II: Items 1 - 3)						\$6,530.00	

BID BOND

BID BOND

Bond No.: N/A

KNOW ALL MEN BY THESE PRESENTS that Better Barricades, Inc., as Contractor, duly authorized to conduct business in the State of Florida, whose principal place of business is located at 1725 Tionia Road, New Smyrna Beach, FL 37168, Tel.: (386) 427-4971, (hereinafter called "PRINCIPAL"), and Merchants Bonding Company, as SURETY, duly authorized to conduct business in the State of Florida, whose principal place of business is located at 6700 Westown Pkwy, West Des Moines, IA 50266, Tel.: 515-243-8171 (hereinafter called "SURETY"), are held and firmly bound unto the City of Port Orange, Florida, as CITY, a Florida municipal corporation, whose address is City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129, Tel.: (386) 506-5501, (hereinafter called "OBLIGEE" or "CITY"), in the penal sum of Five Percent of the Amount Bid _____ dollars and (____)/100 (\$____5%____), lawful money of the United States, for the payment of which sum shall and truly be made, whereof PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas the Principal has submitted the accompanying bid, dated June 16, 2021, for:

Project Name / Bid No.: Street Striping, ITB #21-15

Project Address: Port Orange, Florida

Legal Description:

Description of Work: Street Striping

NOW, THEREFORE,

A. If the principal shall not withdraw said bid within one hundred twenty (120) days after date of opening of the same, and shall within ten (10) days after the prescribed forms are presented to it for signature, enter into a written contract with the City in accordance with the bid as accepted, and give bonds with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

B. In the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bonds within the time specified, if the principal shall pay the City the difference between the amount specified in said bid and the amount for which the City may procure the required work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above parties have executed this Instrument under their several seals, this 16th day of June, A.D. 2021, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Note: If the firm is a sole ownership or partnership including limited liability company, two (2) witnesses are required to attest the signature. If the firm is a corporation, then the corporate secretary shall attest and affix the corporate seal (Attach power of attorney to original bid bond and financial statement of Surety Company).

PRINCIPAL: Better Barricades, Inc.

Abbie Naff
Signature
Abbie Naff, President
Corporate Officer & Title

ATTEST:

Mary S. Beckman
Signature
Mary S. Beckman
Corporate Secretary (Affix Corporate Seal)

WITNESSES:

Michelle R. Stutz
Signature
Michelle R. Stutz

SURETY: Merchants Bonding Company

Tyler D DeBord
Attorney-in-Fact (Signature)
Tyler D DeBord, Attorney-in-Fact
Name & Title
Tyler D DeBord
Name of Local Resident Agent
Daytona Beach, FL 32114
City, State, Zip
386-239-5703
Telephone:
A.M. Best No.: 000594 NAIC No.: 14494

ATTEST:

Karla Newst
Signature
Not Applicable
Corporate Secretary (Affix Corporate Seal)

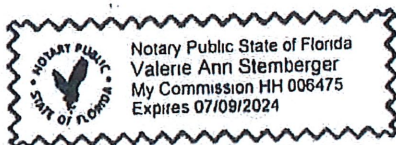
STATE OF Florida

COUNTY OF Volusia

Before me this day personally appeared Tyler D DeBord (affiant), who, being duly sworn, deposes and says that he/she is the Attorney-in-Fact for the Merchants Bonding Company (corporate surety) and that this person has been authorized by Merchants Bonding Company (corporate surety) to execute the foregoing bond on behalf of the Contractor named therein in favor of the City of Port Orange, Florida.

Signature of Affiant Tyler D DeBord

Sworn to / Affirmed and subscribed before me this 16th day of June, 2021, by Tyler D DeBord who is personally known to me or who produced as identification.



NOTARY PUBLIC - STATE OF Florida
Type or print name: Valerie Ann Stemberger
Commission No.: HH 006475
Commission Expires: 7/9/2024
(Seal)

END OF BID BOND

This document must be completed and returned with your Submittal

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Pamela J Thompson; Steve P Farmer; Tyler D DeBord

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 11th day of February, 2020.



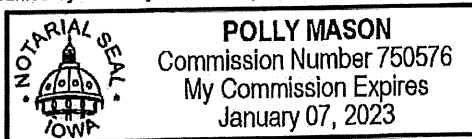
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 11th day of February, 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

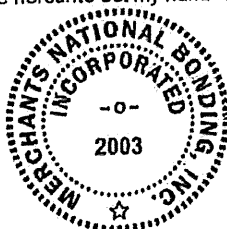


(Expiration of notary's commission
does not invalidate this instrument)

Polly Mason
Notary Public

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 16th day of June, 2021.



William Warner Jr.
Secretary

POA 0018 (1/20)

2021 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# H29000

Entity Name: BETTER BARRICADES, INCORPORATED (FLORIDA)

Current Principal Place of Business:

1725 TIONIA ROAD
NEW SMYRNA BEACH, FL 32168

Current Mailing Address:

1725 TIONIA ROAD
NEW SMYRNA BEACH, FL 32168

FEI Number: 59-2462689

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

NAFF, ABBIE D
1831 RENDY ROAD
NEW SMYRNA BEACH, FL 32168 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title PD
Name NAFF, ABBIE D
Address 1831 RENDY RD
City-State-Zip: NEW SMYRNA BEACH FL

Title VPD
Name NAFF, PHILIP W
Address 1831 RENDY RD
City-State-Zip: NEW SMYRNA BEACH FL

Title VPD
Name BECKMAN, MARY S
Address 819 HAIL COURT
City-State-Zip: PORT ORANGE FL 32127

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: MARY BECKMAN

VPD

01/14/2021

Electronic Signature of Signing Officer/Director Detail

Date

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 # 198703100005 Expires: September 30, 2021
Business Location: 1725 TIONIA RD

Business Name: BETTER BARRICADES INC
Owner Name: ABBIE D NAFF
Mailing Address: 1725 TIONIA RD
NEW SMYRNA BEACH, FL 32168

BUSINESS TYPE	REQ DOC #	CODE	COUNT	TAX
Retail / Wholesale Sales		482	5	\$30.00
Business Service		471	5	\$22.00

- This receipt indicates payment of a tax, which is levied for the privilege of doing the type(s) of business listed above within Volusia County. This receipt is non-regulatory in nature and is not meant to be a certification of the holder's ability to perform the service for which he is registered. This receipt also does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.
- The business must meet all County and/or Municipality planning and zoning requirements or this Business Tax Receipt may be revoked and all taxes paid would be forfeited.
- The information contained on this Business Tax Receipt must be kept up to date. Contact the Volusia County Revenue Division for instructions on making changes to your account.

**THIS PORTION OF THE BUSINESS TAX RECEIPT MUST BE
POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**

Volusia County Business Tax Receipt

Revenue Division - 123 W Indiana Ave, Room 103, DeLand, FL 32720 - (386) 736-5938

DATE PAID: 07/20/2020
RECEIPT #: BT 1-19-0004152
TOTAL TAX: 52.00
PENALTY: 0.00
TOTAL PAID: 52.00



Business Name: BETTER BARRICADES INC
Owner Name: ABBIE D NAFF
Mailing Address: 1725 TIONIA RD
NEW SMYRNA BEACH, FL 32168



Account # 198703100005 Expires: September 30, 2021
Business Location: 1725 TIONIA RD

PLEASE DETACH THIS PORTION OF THE BUSINESS TAX RECEIPT FOR YOUR RECORDS

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 FLORIDA

County of VOLUSIA

I, ABBIE D. NAFF, 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 BETTER BARRICADES, INC. Company, under the terms of Policy Number 0830-44643 for a period from 3/11, 2021 to 3/11, 2022 Bridgfield Employers Insurance Company

WITNESS:

By: Angie Flynn

Name: Angie Flynn

CONTRACTOR:

Company: BETTER BARRICADES, INC.

By: Abbie D. Naff

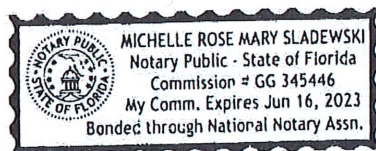
Name/Title: ABBIE D. NAFF, PRESIDENT

Sworn to and subscribed before me this 16TH day of JUNE, 2021.

My Commission Expires: 6-16-2023 Michelle R. Sladewski

Notary Public

Michelle R. Sladewski
Notary Public Printed Name



Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

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

ABBIE D. NAFF

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

BETTER BARRICADES, INC.

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

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

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

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

☐ Other (see instructions) ►

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

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

1725 TIONIA ROAD

6 City, state, and ZIP code

NEW SMYRNA BEACH, FL 32168

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

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

Social security number

____ - ____ - _____

or

Employer identification number

5 9 - 2 4 6 2 6 8 9

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (Interest earned or paid)

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

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

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



"ATTACHMENT 1" ITB SCHEDULE OF UNIT PRICING

BID FORM
CITY OF PORT ORANGE
ITB 21-15
STREET STRIPING

Completed "Attachment 1" Schedule of Unit Pricing Bid form MUST be included with Bid Submission

Instruction to save Attachment from DemandStar website:

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

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

Bidders are required to provide "Attachment 1" in Excel format in electronic format, preferably thumb drive.

NAME OF BUSINESS:	BETTER BARRICADES, INC.
CONTACT PERSON:	ABBIE NAFI
EMAIL ADDRESS:	ANAFI@BETTERBARRICADES.COM
AUTHORIZED SIGNATURE:	

GROUP I - FURNISH & INSTALL THERMOPLASTIC OR PAINT

Item #	Description	Estimated Quantities	Unit of Measure	Thermoplastic Double Drop Bead Application per Linear Foot		Thermoplastic Single Drop Bead Application per Linear Foot		Paint per Linear Foot	
				Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
1	4 " yellow stripe	53,464	Linear Foot	\$0.90	\$ 48,117.60	\$0.85	\$45,444.40	\$0.35	\$18,712.40
2	4" white stripe	23,320	Linear Foot	\$0.90	\$ 20,988.00	\$0.85	\$19,822.00	\$0.35	\$8,162.00
3	6" yellow stripe	7,003	Linear Foot	\$1.00	\$ 7,003.00	\$0.95	\$6,652.85	\$0.40	\$2,801.20
4	6" white stripe	416	Linear Foot	\$1.00	\$ 416.00	\$0.95	\$0.80	\$0.40	\$166.40
5	8" white stripe	25	Linear Foot	\$1.10	\$ 27.50	\$1.05	\$26.25	\$0.55	\$13.75
6	12" white stripe	1,108	Linear Foot	\$3.35	\$ 3,711.80	\$3.10	\$3,434.80	\$0.55	\$609.40
7	18" yellow stripe	175	Linear Foot	\$4.85	\$ 848.75	\$4.60	\$805.00	\$2.55	\$446.25
8	18" white stripe	30	Linear Foot	\$4.85	\$ 145.50	\$4.60	\$138.00	\$2.55	\$76.50
9	24" white stripe	1,000	Linear Foot	\$6.60	\$ 6,600.00	\$6.10	\$6,100.00	\$3.05	\$3,050.00
10	Arrow symbol-single left, thru or right	20	Each	\$77.00	\$ 1,540.00	\$70.00	\$1,400.00	\$42.50	\$850.00
11	Legend, Only	4	Each	\$155.00	\$ 620.00	\$130.00	\$520.00	\$67.50	\$270.00
TOTAL					\$ 90,018.15		\$84,344.10		\$35,157.90

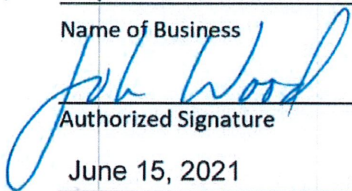
GRAND TOTAL (GROUP I: Items 1 - 11) \$209,520.15

GROUP II- LAYOUT & REMOVAL OF MARKINGS									
Item #	Item / Task	Estimated Quantities	Unit of Measure	Thermoplastic		Paint			
				Unit Price	Total Cost	Unit Price	Total Cost		
1	Removal of existing markings, per square foot	250	Square Foot	\$2.50	\$625.00	\$2.50	\$625.00		
2	Removal of RPMs, each	440	Each	\$1.00	\$440.00	\$1.00	\$440.00		
3	Supply and Install RPMs, each	440	Each	\$5.00	\$2,200.00	\$5.00	\$2,200.00		
				TOTAL	\$3,265.00	TOTAL	\$3,265.00		
4	Minimum Trip Charge		Each	\$850.00	\$850.00	\$650.00	\$650.00		
GRAND TOTAL (GROUP II: Items 1 - 3)								\$6,530.00	

SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

- ☒ Form 7.2 – Bidder's Acknowledgement Form
- ☒ Form 7.3 – Addendum and Change Order Procedure Acknowledgement
- ☒ Form 7.4 – Drug Free Preference Statement
- ☒ Form 7.5 – Public Entity Crimes Statement
- ☒ Form 7.6 – Anti-Collusion Form
- ☒ Form 7.7 – Statement of Bidder's Qualifications
- ☒ Form 7.8 – Professional References for Previous Experience
- ☒ Form 7.9 – Listing of Subcontractors
- ☒ Form 7.10 – Local Business Affidavit of Eligibility
- ☒ Form 7.11 – E-Verify Affidavit
- ☒ Form 7.12 – Debarement, Suspension and Other Responsibility Matters
- ☒ Attachment 1 – Bid Proposal
- ☒ Bid Bond
- ☒ Copy of License (Contractor, Sunbiz, etc.)
- ☒ Submission of one (1) original marked "ORIGINAL" and one (1) digital (CD or flash drive) version in PDF format.

BY: Aspen Services, Inc.
Name of Business

Authorized Signature
June 15, 2021
Date

This document must be completed and returned with your Submittal

Original

FORM 7.2 – VENDOR'S ACKNOWLEDGEMENT FORM

I have carefully examined the Invitation to Bid (ITB), Instructions to Bidders, 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 Bidder / Contractor as its act and deed and that the Bidder / 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 Bidder interested in said ITB; and that the undersigned executed this Bidder'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: ☒ take NO exceptions. ☐ Exceptions (list below; add additional pages if necessary):

Aspen Services, Inc.

NAME OF BUSINESS

PO Box 560375

MAILING ADDRESS

Montverde, FL 34756

AUTHORIZED SIGNATURE

John K. Wood, President

CITY, STATE & ZIP CODE

407-892-1411

NAME, TITLE, TYPED

46-1118203

TELEPHONE NUMBER / FAX NUMBER

john@ramstriping.com

FEDERAL IDENTIFICATION #

E-MAIL ADDRESS

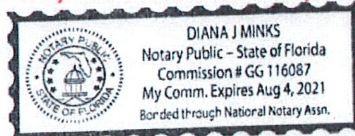
STATE OF Florida COUNTY OF Orange

The foregoing instrument was acknowledged before me this day of 15 June, 2021 by John K. Wood, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires:

Diana J Mink
Notary Public

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:

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

Aspen Services, Inc.

Name of Business

By: John K Wood

Printed Name: John K. Wood

Title: President

STATE OF Florida
COUNTY OF Orange

Sworn to (or affirmed) and subscribed before me this 15 day of June, 2021, by
John K Wood, as President of

(NAME)

(TITLE)

Aspen Services, Inc and who:
(NAME OF ORGANIZATION)

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.



Diana J Mink

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 7.4 – 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.

Aspen Services, Inc.

Name of Business

By: John K. Wood

Printed Name: John K. Wood

Title: President

STATE OF Florida
COUNTY OF Orange

Sworn to (or affirmed) and subscribed before me this 15 day of June, 2021, by
John K. Wood as President of
(NAME) (TITLE)
Aspen Services, Inc. and who:
(NAME OF ORGANIZATION)

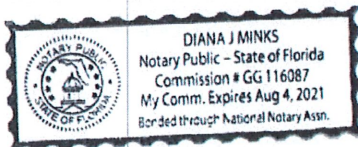
[Notary: Please select one]

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

Diana J. Mink
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal



ITB 21-15 STREET STRIPING

Page 45 of 75

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 Jodi L. Wood, who, being by me first duly sworn, made the following statement:

1. The business address of Aspen Services, Inc. (name of Offeror or business) is 9946 Spring Lake Dr., Clermont, FL 34711.
2. My relationship to Aspen Services, Inc. (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.)

Aspen Services, Inc.

Name of Business.

By: Jodi L. Wood

Printed Name: Jodi L. Wood

Title: Secretary/Treasurer

STATE OF Florida
COUNTY OF Orange

Sworn to (or affirmed) and subscribed before me this 21 day of June, 2021 by Jodi L. Wood, as Secretary/Treasurer of Aspen Services Inc. and who:

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.



Notary Public, State of Florida

This document must be completed and returned with your Submittal

Printed, typed or stamped name, commission and expiration:

ANTI-COLLUSION STATEMENT BID FORM:

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.

NO BID (REASON): _____

Page 323 of

FORM 7.7 – STATEMENT OF BIDDER'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. Aspen Services, Inc.
B. Permanent main office address. 9946 Spring Lake Dr., Clermont, FL 34711
C. Date organized. 10/2012
D. If a corporation, where incorporated. Florida C-Corp
E. How many years have you been engaged in the contracting business under your present firm or trade name? 8 1/2 years
F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.) see attached
G. General character of work performed by your company. Paint and thermoplastic pavement markings, Wheel stops, Traffic signage
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 for each and the month and year completed. see attached
K. List your major equipment currently owned or leased. see attached
L. Experience in work similar to this type of project. see attached
M. Background and experience of the principal members of your organization, including the officers. see attached
N. Credit currently available: \$ 150,000.00
O. Give bank reference: Truist Bank / Suntrust Bank
P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? Yes
Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Vendor's Qualifications.

Aspen Services, Inc.

Name of Business

By: John K Wood

Printed Name: John K. Wood

Title: President

STATE OF Florida
COUNTY OF Orange

Sworn to (or affirmed) and subscribed before me this 15 day of June, 2021 by
John K Wood, as President
of Aspen Services, Inc and who:

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

**This document must be completed
and returned with your Submittal**

Diana J Mink
Notary Public, State of Florida

Printed, typed or stamped name,
commission and expiration:



FORM 7.7 - STATEMENT OF BIDDER'S QUALIFICATIONS**ITEM F CONTRACTS ON HAND**

Project	Description	Amount	Completion
Highland Ranch	Subdivision thermoplastic road striping	\$9,650.00	June, 2021
Greenbriar at Baytree	Thermoplastic road striping in new subdivision and new turn lane on county road, traffic signage		
Canoe Creek Service Plaza	Temporary paint and final thermoplastic striping & traffic signage	\$17,600.00	July, 2021
Jernigan Apartments	Seal coat & restripe large apartment complex in Orlando	\$30,000.00	October, 2021
Rose Arbor & Eden Park Rd.	Temporary paint and final thermoplastic striping on two Seminole County Rds. at location of utility breach	\$2,500.00	June, 2021
Clyde Morris Apartments	Paint stall number & installation of delineator base in all parking stalls of large apartment complex	\$56,300.00	September, 2021
Mazda Auto Dealership	Stripe parking lot & new turn lane off of state highway in Lakeland, FL	\$14,000.00	July, 2021

ITEM G GENERAL CHARACTER OF WORK

Striping services featuring both painted and thermo pavement markings for parking lots and roads. Installation of traffic signage, reflective pavement markers, and wheel stops.

ITEM J IMPORTANT PROJECTS COMPLETED

Project	Description	Amount	Completed
Swan Hotel - Q Lot	Demo'd large parking lot & all islands, milled, repaved & striped lot.	\$968,000.00	February, 2020
Crystal River Airport	Striped runway & taxiway extensions	\$120,150.00	August, 2020
West Central Blvd.	Temporary paint and final thermo striping and traffic signage along 4-block stretch in front of new soccer stadium in Orlando	\$55,905.00	2018
Holiday Inn (Nickolodeon)	Seal coat & restripe all resort parking lots and driveways	\$99,000.00	June, 2018
Orlando World Center Marriott	Seal coat & restripe all resort parking lots, driveways, and roadways on resort property	\$297,000.00	September, 2019
Orlando International Airport BP-443	Removed old markings and installed new parking envelopes and gate markings at Gates 90-99.	\$160,185.00	October, 2018

FORM 7.7 - STATEMENT OF BIDDER'S QUALIFICATIONS**PAGE 2****ITEM K MAJOR EQUIPMENT OWNED**

Graco DC250 4-Gun, Two Color Ride-on Paint Striping Machine with
pneumatic bead dropper
Seven (7) Graco 3400/3900 Walk-behind Paint Striping Machines
Graco Line Driver
Graco ProMelt Thermoplastic Handliner
Graco TM200 Thermoplastic Handliner
MSG Inc 800-lb. Twin Melter Trailer with Power Liftgate
2014 Isuzu Box Truck with Power Liftgate
2014 Dodge RAM 3500 Pickup Truck - dual rear tires
2016 Ford F250 Pickup Truck

ITEM L EXPERIENCE IN SIMILAR WORK

West Central Blvd.	As part of new soccer stadium project, installed temporary paint & permanent thermo striping in 4-block area of Orlando
Meadow View Apartments	Temporary paint & permanent thermo striping on a 650-ft section of Vick Rd. in Apopka
Story Rd., Winter Garden	Restripe 3-mile section of Story Road with paint, replaced RPMs as needed
Fullers Cross & Crest Rds.	Restripe 2.5 miles of City of Winter Garden roads with paint
Wekiva River Walk	Temporary paint & permanent thermo striping on a 400-ft section of Wekiva Springs Rd for turn lane and traffic separator modifications
Hermit Smith Rd.	Temporary paint & permanent thermo striping on a 2500-ft section of repaved road, one intersection, and a railroad crossing

ITEM M BACKGROUND AND EXPERIENCE OF PRINCIPALS

John Wood, President	Nine (9) years of striping experience as owner of Aspen Services, Inc. d/b/a RAM Striping. Over 25 years experience managing contracting companies in the coal mining and directional drilling industries.
Anthony Vargo, Supt.	Over 25 years experience in the pavement striping industry, including parking lot layout/striping and long-line layout/striping. He is proficient in both paint & thermo striping. He has been with Aspen Services, Inc. for over two years. He was previously employed by Sunray Paving, DH Striping, & Toll Roads.
Roger Gosse, Foreman	Over 5 years experience as a striper with experience in parking lot and long-line layout & striping. Knowledgeable in sign installation and RPM placement.

FORM 7.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Vendor proposes that he/she 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: All Terrain Tractor Service, Inc.
Contact Person: John Masiarczyk
City, State: Sanford, FL
Telephone Number: 386-337-4211
Email Address: john@allterraintractorservice.com
Description of goods or
Services provided: multiple road & parking lot striping projects, including West Central Blvd. & Hermit Smith
Contract Amount: W. Central Blvd. - \$55,905 Hermit Smith Rd. - \$31,000
Start/End Date of Contract: W. Central Blvd. - 2018 Hermit Smith Rd. - June, 2020 to December, 2020
2. Company Name: Sunray Paving
Contact Person: Rich Wells
City, State: Sanford, FL
Telephone Number: 407-467-1131
Email Address: rich@sunraypaving.com
Description of goods or
Services provided: Road striping at Highlands Ranch subdivision
Contract Amount: \$9,650
Start/End Date of Contract: May, 2021 to June, 2021
3. Company Name: Asphalt 365
Contact Person: Skip Dinning
City, State: Kissimmee, FL
Telephone Number: 352-439-7028
Email Address: skip@asphalt365.com
Description of goods or
Services provided: Road striping and RPM installation on Vick Rd. (striped 2x due to curb misalignment)
Contract Amount: \$11,000
Start/End Date of Contract: Sept, 2020 to February, 2021

This document must be completed and returned with your Submittal.

(Form 7.8 – Professional References for Previous Experience Page 2)

LISTING OF PREVIOUS EXPERIENCE

Commercial Client List

The bidder proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. A minimum of three (3) projects must be listed below. The City reserves the right to check references and confirm information provided herein.

List all clients to whom you currently provide or have in the past provided goods or services equal or similar to those required under the City's contract and as outlined in this bid package. A minimum of three (3) projects shall be listed below in order to bid on this contract.

	Contact Name	Phone	Current Client? Y or N	Number of years service provided	Description of service
1	All Terrain Tractor Service, Inc. John Masiarczyk	(386) 337-4211	yes	9	(1) West Central Blvd. (2) Hermit Smith Rd. (3) Eden Park Rd. & Arbor Rose Dr. Road & parking lot striping
2	T.D. Thomson Construction Tom Thomson	(407) 468-3879	yes	9	(1) Story Road (2) Fullers Crossing Road Road striping
3	Jimmy Hickman Excavating Kyle Hickman	(407) 957-0535	yes	9	1) Wekiva Riverwalk 2) Walmart - Narcoossee Rd. Road & parking lot striping

This document must be completed and returned with your Submittal.

LISTING OF PREVIOUS EXPERIENCE

Commercial Client List

The bidder proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. A minimum of three (3) projects must be listed below. The City reserves the right to check references and confirm information provided herein.

List all clients to whom you currently provide or have in the past provided goods or services equal or similar to those required under the City's contract and as outlined in this bid package. A minimum of three (3) projects shall be listed below in order to bid on this contract.

	Contact Name	Phone	Current Client? Y or N	Number of years service provided	Description of service
1	Wayne Automatic Fire Sprinklers Doug Musslewhite	(407) 509-5360	Y	9	All striping services for roads and parking lots
2	Camcor Site Aaron Campbell	(321) 624-9555	Y	7	Striping services for roads and parking lots
3	Titan Land Development Richard Carpenter	(407) 952-0759	Y	4	Striping services for roads and parking lots

This document must be completed and returned with your Submittal.

FORM 7.9 – LISTING OF SUBCONTRACTORS

The Bidder proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. All subcontractors whose work product accounts for 5% or more of the total contract value shall be listed. Upon approval of subcontractors listed, the successful Bidder shall not substitute subcontractors without approval from the City. Vendor shall attach additional sheets as necessary. Please mark N/A for no subcontractors.

Subcontractor No. 1

Name: Sunbelt Rentals
Description of Work: MOT Services
Percent of Contract Price: 10
Previous Experience Together: Yes/No yes

Subcontractor No. 2

Name: Labor Ready
Description of Work: flaggers
Percent of Contract Price: 10
Previous Experience Together: Yes/No yes

Subcontractor No. 3

Name: _____
Description of Work: _____
Percent of Contract Price: _____
Previous Experience Together: Yes/No _____

Subcontractor No. 4

Name: _____
Description of Work: _____
Percent of Contract Price: _____
Previous Experience Together: Yes/No _____

Subcontractor No. 5

Name: _____
Description of Work: _____
Percent of Contract Price: _____
Previous Experience Together: Yes/No _____

This document must be completed and returned with your Submittal

FORM 7.10 - 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 21 - 15 STREET STRIPING

BUSINESS NAME: Aspen Services, Inc. CONTACT PERSON/TITLE: John Wood MAILING ADDRESS: 9946 Spring Lake Dr

CITY-STATE-ZIP: Clermont, FL 34711 Length of Time at Address Provided: 4 years

Physical Presence of Business: ☒ Headquarters and/or ☐ Principal Place of Business

And within Legal Boundaries: ☐ City of Port Orange ☐ Volusia County ☒ State of Florida

FEIN (Federal Employer Identification Number): 46-1118203

BUSINESS STRUCTURE: ☒ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship

☐ Other (Specify): _____

PHONE NUMBER: 407-892-1411

FAX: N/A

EMAIL: john@ramstripping.com

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

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 and/or principal place of business 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 bidder 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.

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

Aspen Services, Inc.

Name of Business

By: John K Wood

Printed Name: John K. Wood

Title: President

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 15 day of June, 2021 by John K Wood as President of Aspen Services Inc a C-Corp. He or she is ☒ personally known or ☐ produced as identification.

Diana J Minks
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 Profit Corporation
ASPEN SERVICES, INC.

Filing Information

Document Number	P12000082449
FEI/EIN Number	46-1118203
Date Filed	09/28/2012
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	05/03/2013

Principal Address

16449 CR 455
Unit 2
Montverde, FL 34756

Changed: 02/19/2018

Mailing Address

P.O. BOX 560375
Montverde, FL 34756

Changed: 02/19/2018

Registered Agent Name & Address

WOOD, JODI L
9946 SPRING LAKE DR
CLERMONT, FL 34711

Name Changed: 05/03/2013

Address Changed: 02/19/2018

Officer/Director Detail

Name & Address

Title P

WOOD, JOHN K
9946 SPRING LAKE DR
CLERMONT, FL 34711

Title ST

WOOD, JODI L
9946 SPRING LAKE DR
CLERMONT, FL 34711

Annual Reports

Report Year	Filed Date
2019	04/08/2019

2020	05/06/2020
2021	06/08/2021

Document Images

06/08/2021 -- ANNUAL REPORT	View image in PDF format
05/06/2020 -- ANNUAL REPORT	View image in PDF format
04/08/2019 -- ANNUAL REPORT	View image in PDF format
02/19/2018 -- ANNUAL REPORT	View image in PDF format
04/18/2017 -- ANNUAL REPORT	View image in PDF format
04/20/2016 -- ANNUAL REPORT	View image in PDF format
03/19/2015 -- ANNUAL REPORT	View image in PDF format
02/23/2014 -- ANNUAL REPORT	View image in PDF format
05/03/2013 -- Reinstatement	View image in PDF format
04/22/2013 -- Admin. Diss. for Reg. Agent	View image in PDF format
01/28/2013 -- ANNUAL REPORT	View image in PDF format
11/05/2012 -- Amendment	View image in PDF format
11/01/2012 -- Reg. Agent Resignation	View image in PDF format
09/28/2012 -- Domestic Profit	View image in PDF format

Division of Corporations



FORM 7.11 - E-VERIFY AFFIDAVIT

**CITY OF PORT ORANGE
CONTRACTOR E-VERIFY AFFIDAVIT**
IN ACCORDANCE WITH SECTION 448.095, FLORIDA STATUTES

Project Name: STREET STRIPING
Solicitation Number: ITB 21 - 15

I, the undersigned, hereby certify that Aspen Services, Inc. [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

Further, I certify all employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system. I acknowledge that it is my responsibility to insure full compliance with Section 448.095, Florida Statutes. I am aware enrollment in the E-Verify system for employers can be done at www.e-verify.gov.

A true and correct copy of Aspen Services, Inc. [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

By affixing my signature below, I hereby affirm that I am duly authorized to bind the company reference herein and I will comply with all applicable E-Verify requirements.

John K. Wood
(Print or Type Name, Title)

John K Wood
(Signature of Affiant)

46-1118203
(Federal Employer ID Number - FEIN)

617719
(E-Verify Number)

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 15 day of June, 2021, by John K Wood as President of Aspen Services, Inc on behalf of the company. He/she is personally known to me or has produced _____ (TYPE OF ID) as identification.

Diana J Mink
Notary Public, State of Florida at Large

This document must be completed and returned with your Submittal





Welcome
Jodi Wood

≡ MENU

Company Information

Company Name

Aspen Services, Inc.

Company ID Number

617719

Doing Business As (DBA) Name

RAM Striping

DUNS Number

078675850

Physical Location**Address 1**

9946 Spring Lake Dr

Address 2

--

City

Clermont

State

FL

Zip Code

34711

County

LAKE

Mailing Address**Address 1**

PO Box 560375

Address 2

--

City

Montverde

State
FL

Zip Code
34756

Additional Information

Employer Identification Number
461118203

Total Number of Employees
5 to 9

Parent Organization
--

Administrator
--

Organization Designation

Employer Category
Federal Contractor with FAR E-Verify Clause

Federal Contractor Category
None of these categories apply

Employees Being Verified
Entire workforce (all new hires and all existing employees throughout the entire company)

[View / Edit](#)

NAICS Code
237 - HEAVY AND CIVIL ENGINEERING CONSTRUCTION

[View / Edit](#)

Total Hiring Sites
1

[View / Edit](#)

Total Points of Contact
1

[View / Edit](#)[View Original MOU Template](#)[View MOU](#)



Last Login: 06/14/2021 09:10 PM

U.S. Department of Homeland Security

U.S. Citizenship and Immigration Services

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**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY
MATTERS**

**PRIMARY COVERED TRANSACTIONS
(TO BE COMPLETED BY PRIME CONTRACTOR)**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification;
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Aspen Services, Inc.

Organization Name

ITB 21 - 15 STREET STRIPING

Bid Number or Project Name

John K. Wood, President

Name(s) and Title(s) of Authorized Representatives



Signature Date

This document must be completed and returned with your Submittal

BID BOND

BID BOND

Bond No.: N/A

KNOW ALL MEN BY THESE PRESENTS that Aspen Services, Inc., as Contractor, duly authorized to conduct business in the State of Florida, whose principal place of business is located at 9946 Spring Lake Dr., Clermont, FL 34711, Tel.: 407-892-1411, (hereinafter called "PRINCIPAL"), and Arch Insurance Company, as SURETY, duly authorized to conduct business in the State of Florida, whose principal place of business is located at Harborside 3, 210 Hudson Street, Ste 300, Jersey City, NJ 07311, Tel.: 407-551-0108 (hereinafter called "SURETY"), are held and firmly bound unto the City of Port Orange, Florida, as CITY, a Florida municipal corporation, whose address is City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129, Tel.: (386) 506-5501, (hereinafter called "OBLIGEE" or "CITY"), in the penal sum of Five Percent of Amount Bid dollars and ()/100 (\$ 5% of Bid), lawful money of the United States, for the payment of which sum shall and truly be made, whereof PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas the Principal has submitted the accompanying bid, dated June 16th, 2021, for:

Project Name / Bid No.: ITB 21 - 15 STREET STRIPING

Project Address: City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

Legal Description:

Description of Work: Painted and thermoplastic marking of city parking lots and streets

NOW, THEREFORE,

A. If the principal shall not withdraw said bid within one hundred twenty (120) days after date of opening of the same, and shall within ten (10) days after the prescribed forms are presented to it for signature, enter into a written contract with the City in accordance with the bid as accepted, and give bonds with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

B. In the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bonds within the time specified, if the principal shall pay the City the difference between the amount specified in said bid and the amount for which the City may procure the required work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals, this 16th day of June, A.D. 2021, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Note: If the firm is a sole ownership or partnership including limited liability company, two (2) witnesses are required to attest the signature. If the firm is a corporation, then the corporate secretary shall attest and affix the corporate seal (Attach power of attorney to original bid bond and financial statement of Surety Company).

PRINCIPAL: Aspen Services, Inc.

John K. Wood
Signature John K. Wood / PRES.
Corporate Officer & Title

ATTEST:

Joseph Wood
Signature Joseph Wood / Secretary
Corporate Secretary (Affix Corporate Seal)

WITNESSES:

Derek Lacy
Signature Skip Disbrow
Skip Disbrow

ATTEST:

Joel Duckworth
Signature Joel Duckworth
Corporate Secretary (Affix Corporate Seal)

SURETY: Arch Insurance Company

James J. Drew
Attorney-in-Fact (signature)
James J. Drew, Attorney-in-Fact
Name & Title
James J. Drew, Florida Resident Agent
Name of Local Resident Agent
1020 N. Orlando Ave #200
City, State, Zip
Maitland, FL 32751
Telephone: 407-551-0108
A.M. Best No.: 003186 NAIC No.: 11150

STATE OF Florida
COUNTY OF Orange

Before me this day personally appeared James J. Drew (affiant), who, being duly sworn, deposes and says that he/she is the Attorney-in-Fact for the Arch Insurance Company (corporate surety) and that this person has been authorized by Arch Insurance Company (corporate surety) to execute the forgoing bond on behalf of the Contractor named therein in favor of the City of Port Orange, Florida.

Signature of Affiant

Sworn to / Affirmed and subscribed before me this 16th day of June, 2021, by James J. Drew who is personally known to me or who produced Personally Known as identification.



NOTARY PUBLIC - STATE OF Florida

Type or print name: Michelle Velez

Commission No.: GG 360983

Commission Expires: 10-01-2021

(Seal)

END OF BID BOND

This document must be completed and returned with your Submittal

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

James Drew, Lenita W. Wright and Matthew Nilles of Maitland, FL (EACH)

its true and lawful Attorney(s) in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (90,000,000.00). This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

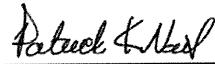
This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 11th day of June, 2020

Attested and Certified

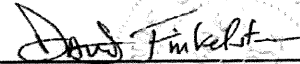


Patrick K. Nails, Secretary

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

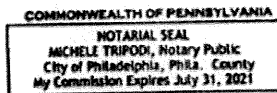


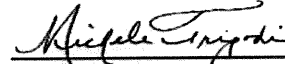
Arch Insurance Company



David M. Finkelstein, Executive Vice President

I, Michele Tripodi, a Notary Public, do hereby certify that Patrick K. Nails and David M. Finkelstein personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.





Michele Tripodi, Notary Public
My commission expires 07/31/2021

CERTIFICATION

I, Patrick K. Nails, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated June 11, 2020 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said David M. Finkelstein, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 16 day of JUNE, 2021.

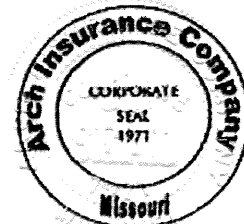


Patrick K. Nails, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102



*To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com
Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.*

AICPOA040120

Printed in U.S.A.



"ATTACHMENT 1" ITB SCHEDULE OF UNIT PRICING

BID FORM
CITY OF PORT ORANGE
ITB 21-15
STREET STRIPING

Completed "Attachment 1" Schedule of Unit Pricing Bid form MUST be included with Bid Submission

Instruction to save Attachment from DemandStar website:

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

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

Bidders are required to provide "Attachment 1" in Excel format in electronic format, preferably thumb drive.

NAME OF BUSINESS:	Aspen Services Inc. d.b.a RAM Striping
CONTACT PERSON:	John Wood
EMAIL ADDRESS:	john@ramstriping.com
AUTHORIZED SIGNATURE:	

GROUP I - FURNISH & INSTALL THERMOPLASTIC OR PAINT

Item #	Description	Estimated Quantities	Unit of Measure	Thermoplastic Double Drop Bead Application per Linear Foot		Thermoplastic Single Drop Bead Application per Linear Foot		Paint per Linear Foot	
				Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
1	4" yellow stripe	53,464	Linear Foot	\$1.11	\$59,345.04	\$1.08	\$57,741.12	\$0.48	\$25,662.72
2	4" white stripe	23,320	Linear Foot	\$1.11	\$25,885.20	\$1.08	\$25,185.60	\$0.48	\$11,193.60
3	6" yellow stripe	7,003	Linear Foot	\$1.54	\$10,784.62	\$1.50	\$10,504.50	\$0.74	\$5,182.22
4	6" white stripe	416	Linear Foot	\$1.54	\$640.64	\$1.50	\$624.00	\$0.74	\$307.84
5	8" white stripe	25	Linear Foot	\$2.23	\$55.75	\$2.14	\$53.50	\$0.85	\$21.25
6	12" white stripe	1,108	Linear Foot	\$3.25	\$3,601.00	\$3.18	\$3,523.44	\$1.33	\$1,473.64
7	18" yellow stripe	175	Linear Foot	\$4.81	\$841.75	\$4.70	\$822.50	\$1.75	\$306.25
8	18" white stripe	30	Linear Foot	\$4.81	\$144.30	\$4.70	\$141.00	\$1.75	\$52.50
9	24" white stripe	1,000	Linear Foot	\$6.36	\$6,360.00	\$6.21	\$6,210.00	\$2.12	\$2,120.00
10	Arrow symbol-single left, thru or right	20	Each	\$108.00	\$2,160.00	\$107.00	\$2,140.00	\$46.00	\$920.00
11	Legend, Only	4	Each	\$143.00	\$572.00	\$140.00	\$560.00	\$60.40	\$241.60
TOTAL					\$110,390.30	TOTAL	\$107,505.66	TOTAL	\$47,481.62

GRAND TOTAL (GROUP I: Items 1 - 11) \$265,377.58

GROUP II- LAYOUT & REMOVAL OF MARKINGS

Item #	Item / Task	Estimated Quantities	Unit of Measure	Paint	
				Thermoplastic	Paint

				Unit Price	Total Cost	Unit Price	Total Cost
1	Removal of existing markings, per square foot	250	Square Foot	\$2.28	\$570.00	\$1.96	\$490.00
2	Removal of RPMs, each	440	Each	\$3.18	\$1,399.20	\$3.18	\$1,399.20
3	Supply and Install RPMs, each	440	Each	\$5.30	\$2,332.00	\$5.30	\$2,332.00
				TOTAL	\$4,301.20	TOTAL	\$4,221.20
4	Minimum Trip Charge		Each	\$1,575.00	\$1,575.00	\$1,100.00	\$1,100.00
GRAND TOTAL (GROUP II: Items 1 - 3)							
				\$8,522.40			



NOTICE OF INTENT TO AWARD

ITB # 21-15

STREET STRIPING

June 24, 2021

On June 16, 2021, Purchasing received two (2) bid submittals for ITB # 21-15 Street Striping.

After review of the responses, City Staff has made a recommendation to award to the following firms:

Better Barricades Inc. (Primary)
Aspen Services Inc. dba RAM Striping (Alternate)

This recommendation of award will be presented to City Council for approval on or about July 20, 2021. Interested parties may review the City Council agenda at <https://www.port-orange.org/>

Joseph Castro
Buyer



City of Port Orange Public Works & Utilities Department

TO: Wayne Clark, City Manager

THRU: Lynn Stevens, Director, Public Works & Utilities
Julia Wiggins, Business Manager, Public Works & Utilities

FROM: Ronny Buttrum, Deputy Director, Public Works & Utilities

DATE: June 25, 2021

SUBJECT: Award ITB #21-15 Street Striping

REQUEST:

The Public Works & Utilities Department requests City Council approval to award ITB#21-15, Street Striping, to Better Barricades Inc., as primary contractor, and Aspen Services Inc. as secondary contractor.

PURPOSE:

The purpose of this request is to have contractors available for traffic marking services when needed for the removal and replacement of deteriorating pavement markings and for new roadway layout and street striping.

CONSIDERATION:

On June 16, 2021, the City received two bids in response to ITB 21-15, Street Striping. Better Barricades Inc of New Smyrna Beach, Florida was the lowest responsive bid followed by Aspen Services Inc. of Clermont, Florida.

As stated in the bid documents, the City desires to award the lowest responsive and responsible bidder as the "Primary" contractor and can award up to two (2) additional responsive and responsible contractors. Staff requests approval to award Better Barricades Inc. as primary contractor and Aspen Services Inc. as secondary.

Work under the bid will be divided into two categories, the first of which shall include projects valued from zero dollars to ten thousand dollars. Work in this category will be assigned to the "Primary" awarded contractor, Better Barricades Inc. If the contractor cannot perform a project assigned to them, Aspen Services Inc. will be assigned the work.

The second category will include projects with an estimated value of \$10,001.00 - \$50,000.00 and shall be quoted amongst both awarded contractors. Both contractors will be required to participate either by written quote or written declination to quote.

A separate Standard Contract for Services will be executed with both contractors. Both contracts will have an initial two-year term with the option to renew up to two, one-year terms upon agreement of both parties and approval of the City Manager.

The annual spending authority will be limited to the budgeted amount as approved by Port Orange City Council for the then-current fiscal year.

FUNDING:

Fund: 301
Fund Name: Capital projects
Cost Center: Public Works
Program: Roads and signs
Revenue Category: None
Spend Category: Road materials and supplies
Budget: \$76,000.00

RECOMMENDATION:

The Public Works and Utilities Department recommends City Council award ITB #21-15, Street Striping, to Better Barricades Inc. (as primary) and Aspen Services Inc. (as secondary).

ANTICIPATED SCHEDULE:

- 1.) Council approval: July 20, 2021
- 2.) Executed Standard Contract for Services: July 21, 2021

ATTACHMENTS:

- 1.) Bid Package Documents
- 2.) Bid submittals from Better Barricades Inc. and Aspen Services Inc.
- 3.) Notice of Intent to Award



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 7/20/2021

Consent item: Yes

SUBJECT: (D11) Resolution No. 21-27 - Ratifying all emergency actions taken by the City Manager during the Local State of Emergency relating to COVID-19

DEPARTMENT: City Attorney

GOAL: 1 - Public Safety, 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Resolution No. 21-27.

SUMMARY: City Council declared a local state of emergency in response to the COVID-19 pandemic on March 16, 2020, which has been extended in 7-day increments, as required by law, until July 5, 2021. During that time, the City Manager has executed 94 Executive Orders pursuant to the authority granted by Resolution No. 20-12. Actions taken by the City Manager included the temporary suspension of recreational and special events, allowing virtual participation in city council meetings, permitting temporary signage for businesses re-opening and offering delivery services, and suspending utility shut-offs. The attached resolution ratifies all emergency action taken by the City Manager related to the COVID-19 emergency.

Project No.: N/A

Funding Account No.: N/A

Presenter: Matthew Jones

ATTACHMENTS:

1.	Reso. No. 21-27 - Ratifying CM Emergency Actions	Reso. No. 21-27 - Ratifying CM Emergency Actions.pdf
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Robin Fenwick
Matthew Jones
Wayne Clark
Robin Fenwick

Created/Initiated - 6/28/2021
Approved - 7/6/2021
Approved - 7/13/2021
Final Approval - 7/13/2021

RESOLUTION NO. 21-27

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PORT ORANGE, VOLUSIA COUNTY, FLORIDA,
RATIFYING EMERGENCY ACTIONS TAKEN BY THE CITY
MANAGER DURING THE COVID-19 LOCAL STATE OF
EMERGENCY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on March 9, 2020, Governor Ron DeSantis issued Executive Order Number 20-52, declaring that a state of emergency exists in every county in the State of Florida; and

WHEREAS, on March 16, 2020, City of Port Orange City Council adopted Resolution No. 20-12 declaring a local state of emergency in Port Orange; and

WHEREAS, the local state of emergency continued and was extended in seven-day increments until July 5, 2021; and

WHEREAS, during the local state of emergency the City Council waived the procedures and formalities required by law, in accordance with Section 252.38, Florida Statutes, and Chapter 26 of the City of Port Orange Code of Ordinances, and authorized and empowered the City Manager to exercise all powers and duties and take all actions deemed appropriate as authorized in Section 252.38, Fla. Stat., and Sections 26.6.1, et seq. of the City of Port Orange Code of Ordinances; and

WHEREAS, the City Manager executed ninety-four (94) Executive Orders during the local state of emergency which are on file in the City Clerk's Office; and

WHEREAS, the actions taken by the City Manager through executive order included the temporary suspension of recreational programs and special events, allowing virtual participation in city council meetings, permitting temporary signage for businesses offering delivery services, take-out or otherwise serving customers, and suspending utility account shut-offs; and

WHEREAS, the City Council seeks to ratify the emergency actions taken by the City Manager during the COVID-19 emergency.

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

Section 1. The foregoing "WHEREAS" clauses are hereby adopted as the legislative finding of the City Council and are incorporated herein by reference as though fully set forth herein.

Section 2. The City Council of the City of Port Orange hereby ratifies all emergency actions taken by the City Manager in response to the COVID-19 emergency and as authorized by Resolution No. 20-12.

Section 3. This Resolution shall become effective immediately.

MAYOR DONALD O. BURNETTE

ATTEST

Robin L. Fenwick, MMC, City Clerk

Adopted on the _____ day of July, 2021.

Reviewed and Approved: _____.
City Attorney



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 7/20/2021

Consent item: Yes

SUBJECT: (D12) Approval of Proportionate Fair-Share Agreement for the Osprey Pointe Apartments Site Plan - Case No. 20-80000010

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life 2 - Infrastructure

RECOMMENDED MOTION: Move to approve the Proportionate Fair-Share Agreement for the Osprey Pointe Apartments Site Plan - Case No. 20-80000010, subject to review and approval by Volusia County; authorize City Manager to accept modifications requested by the county; and authorize Mayor and City Clerk to execute all necessary documents.

SUMMARY: The Osprey Pointe Apartments project is proposed to be located on the east side of Clyde Morris Boulevard, south of Madeline Avenue. The proposed Proportionate Fair-Share Agreement has been prepared in conjunction with the site plan for the development of 360 multi-family dwelling units on approximately 35 acres, along with associated on-site and off-site improvements. The Transportation Impact Analysis (TIA) completed by LTG Planning & Engineering, anticipates impact to the Taylor Road/Williamson Boulevard intersection, Madeline Avenue/Nova Road intersection, Madeline Avenue/Clyde Morris Boulevard intersection and Williamson Boulevard upon completion of the development. The TIA was prepared according to the City of Port Orange's adopted guidelines and was reviewed and approved by the City of Port Orange and Volusia County.

Based on the TIA prepared, the property owner (Collier Clyde Morris Blvd, LLC) is required to make a \$282,388.26 fair-share mitigation payment for the 159 PM peak hour trips generated per day from the development. The Proportionate Fair-Share Agreement is to document the number of vested trips being used by the proposed multi-family development and to mitigate the impact of the new traffic generated from the development. The property owner's fair-share mitigation payment includes payment to City of Port Orange and Volusia County: 1) payment toward the completed City of Port Orange Summer Trees Road project; 2) payment toward the design, permitting and construction associated with intersection improvements at Clyde Morris Boulevard and Madeline Avenue to extend the vehicle stacking area of the westbound Madeline Avenue left-turn lane to improve traffic flow, reduce delays for vehicles turning onto Clyde Morris Boulevard or the design, permitting and construction associated with City's Yorktowne Boulevard Extension project; and 3) payment to Volusia County for impacts to Williamson Boulevard and intersection improvements at Madeline Avenue and Nova Road. The Concurrency and Fair-Share Agreement has been executed by the property

owner and is attached for review. Due to the impacts of the project involving both the City of Port Orange and Volusia County, the agreement is required to be approved by the county as well as the city. Once approved by the city, the agreement and supporting documents will be forwarded to the county for review and final approval. It is anticipated to go before the county on August 3, 2021.

Project No.: N/A

Funding Account No.: N/A

Presenter: Tim Burman

ATTACHMENTS:

1.	Osprey Fair Share Agreement with exhibits	Osprey FSA Clean.pdf
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Penelope Cruz	Created/Initiated - 5/27/2021
Tim Burman	Approved - 5/27/2021
Lupe Reyna-Coffin	Approved - 5/28/2021
Shannon Balmer	Approved - 7/6/2021
Wayne Clark	Approved - 7/9/2021
Robin Fenwick	Final Approval - 7/13/2021

**OSPREY POINTE APARTMENTS
PROPORTIONATE FAIR SHARE AGREEMENT**

THIS AGREEMENT is entered into by and between the following entities: **Collier Clyde Morris Blvd, LLC**, a Florida limited liability company whose address is 220 North Main Street, Gainesville, Florida 32601, ("Developer"); **City of Port Orange, Florida**, a Chartered Florida Municipality located in Volusia County, Florida, 1000 City Center Circle, Port Orange, Florida 32129 ("City"); and the **County of Volusia**, a political subdivision of the State of Florida ("County"), mailing address: 123 West Indiana Avenue, DeLand, FL 32720.

WHEREAS, Developer is the owner of Thirty-Five (+35) acres of land generally located on Clyde Morris Blvd., south of Madeline Avenue in Port Orange, Florida, otherwise identified as Parcel Identification Numbers 6306-00-00-0112, 6306-00-00-0130, and 6306-00-00-0132 (the "Property") as shown in **Exhibit A**; and

WHEREAS, the Property has undergone site plan review by City of Port Orange to authorize the construction of a multi-family apartment complex known as Osprey Pointe Apartments ("Project"); and

WHEREAS, in connection with the site plan review, a traffic impact analysis ("TIA") of the existing road network in the vicinity of the Project was performed on behalf of the Developer on March 9, 2021 in order to determine the availability of roadway capacity to serve the Project; and

WHEREAS, the results of the TIA indicate that insufficient roadway capacity exists in the vicinity of the Property without the anticipated traffic impacts of the Project; and;

WHEREAS, Florida Statutes § 163.3180(5)(h) (2020) authorizes payment of proportionate fair share mitigation funds as an alternative to demonstrating traffic concurrency in certain circumstances, but specifically exempts backlog failures from the requirement for proportionate fair share payment; and

WHEREAS, through the TIA, certain traffic impacts were identified in the area of the development ("Impact Area") and payment for such site related improvements are set forth in this Agreement; and

WHEREAS, LTG Engineering & Planning, in a written memorandum, calculated a proportionate fair share for the total buildout Project offsite traffic improvements based upon a maximum buildout of Three Hundred and Sixty (360) unit multi-family apartment complex; and

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and with the intent to be legally bound and to bind their successors and

assigns, the Developer and County do hereby agree as follows:

1. Recitals. The recitals set forth above are true and correct, form a material part of this Agreement, and are incorporated herein by reference.
2. Roadway Improvements. Developer shall take or shall cause to be taken the following actions to address roadway improvements identified by the City and County as a result of the impacts by the Project ("Roadway Improvements") in order to satisfy concurrency requirements consistent with Chapters 4 and 21 of the City's Land Development Code and Section 70 of the County's Land Development Code:

(a) Proportionate Fair Share. For purposes of this Agreement, the amount of \$282,388.26 referred to herein as "Proportionate Fair Share" as calculated in **Exhibits B and C**, attached hereto and made apart hereof by reference. The Proportionate Fair Share shall be prorated as follows: \$229,029.26 shall be paid to the County, as set forth in Exhibit B, and \$53,359.00 shall be paid to the City, as set forth in Exhibit C, prior to the issuance of a final site plan approval letter by the City of Port Orange. Once payment is made, the Developer agrees to waive the right to request a return of the Proportionate Fair Share payment. Nothing contained herein shall be deemed to waive the requirements for site plan approval or an issuance of a concurrency certificate under the City of Port Orange's Land Development Code. If Developer does not pay the Proportionate Fair Share within one year of the date of the execution of this Agreement by all parties hereto, then the Proportionate Fair Share shall be revised based on the applicable Florida Department of Transportation published inflationary rate. The parties agree that construction of the Roadway Improvements shall be constructed as determined by the City and County, as applicable. Nothing herein is intended to alter, reduce or otherwise waive Developer's right to receive impact fee or capacity credits in connection with the Proportionate Fair Share to the extent that Developer would be entitled to receive such credits. Subsequent to payments received by the City and County, Developer shall be entitled to County thoroughfare road impact fee credits against the payment of the Proportionate Fair Share to the County. County impact fee credits issued as detailed in **Exhibit D**. For purposes of road impact fee credits against the payment of the Proportionate Fair Share to the City, Developer specifically waives Developer's right to claim any and all City road impact fee credits, except as such credits may be due pursuant to Section 11, Article II, Chapter 21 of the Land Development Code, City of Port Orange, Florida.

(b) County's Application of Proportionate Share. The parties intend that the County will apply the Proportionate Fair Share for the purpose of installing improvements in the Impact Area. Owner acknowledges that it has no right to direct or claim a right to direct the application of the Proportionate Fair Share to making any specific public roadway infrastructure improvements.

(c) City's Application of Proportionate Share. The parties intend that the City will apply the Proportionate Fair Share for the purpose of installing improvements in the Impact Area. Developer acknowledges that it has no right to direct or claim a right to direct the application of the Proportionate Fair Share to making any specific public roadway infrastructure improvements.

3. Developer Acknowledgement/Waiver. Developer acknowledges that the payment of the Proportionate Fair Share does not release the Developer from payment of any other development or building related fees including impact fees, or such other fees as may be prescribed by law.
4. Timing. The parties agree that construction of the Roadway Improvements shall be constructed as determined by the County of Volusia or the City of Port Orange, whichever jurisdiction shall govern said improvements.
5. Effective Date. The effective date this Agreement shall be the last date upon which the County executes this Agreement.
6. Binding Nature of this Agreement. This Agreement shall inure to the benefit of the parties hereto and the subject property, and shall be binding upon any person, firm, or corporation that may become a subsequent owner, successor in interest or assign, directly or indirectly, of the subject property or any portion thereof.
7. Venue. In the event of any claim, action, litigation or proceeding under *this* Agreement, venue shall be in Volusia County, State of Florida.
8. Recordation. This Agreement will be recorded in the Public Records of Volusia County, Florida, at Developer's expense.
9. 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 electronic (i.e., facsimile or email) transmittal of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on behalf of the respective entities, their successors and assigns.

Signed, sealed and delivered in the presence of:

COUNTY OF VOLUSIA, a political subdivision of the State of Florida

Witness 1

Jeffrey S. Brower, County Chair

Print Name of Witness 1

Attest

Witness 2

By: _____

Print Name of Witness 2

George Recktenwald, County Manager

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2021 by Jeffrey S. Brower, County Chair of the County of Volusia, Florida, a political subdivision of the State of Florida, on behalf of the County. They are personally known to me and did not take an oath.

Notary Public _____

Printed Name: _____

Commission No. _____

Approved as to form by:

Russ Brown, Assist County Attorney

Date: _____

Signed, sealed and delivered in the presence of: **CITY OF PORT ORANGE
FLORIDA, a Florida municipal
corporation**

Witness 1

Print Name of Witness 1

By: _____
Donald O. Burnette, Mayor

Witness 2

Print Name of Witness 2

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

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 _____, 2021 by Donald O. Burnette and Robin L. Fenwick, Mayor and City Clerk, respectively, of The City of City of Port Orange, Florida, a chartered municipal corporation, on behalf of the City. They are personally known to me and did not take an oath.

Notary Public

Printed Name:

Commission No. _____

Approved as to form by:

Shannon K. Balmer, Assistant City Attorney

Signed, sealed and delivered in the presence of:

**COLLIER CLYDE MORRIS BLVD,
LLC**, a Florida limited liability company

By: _____
Nathan Collier, Manager

Printed Name of Witness 1

Date: _____

Printed Name of Witness 2

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2021, by Nathan Collier, Manager of **COLLIER CLYDE MORRIS BLVD, LLC**, a Florida limited liability company referred to in this agreement as “Owner or Developer,” who is personally known or produced identification.

Notary Public _____

Printed Name: _____

Commission No. _____

Approved as to form by:

Jeff Brock, Attorney for Developer

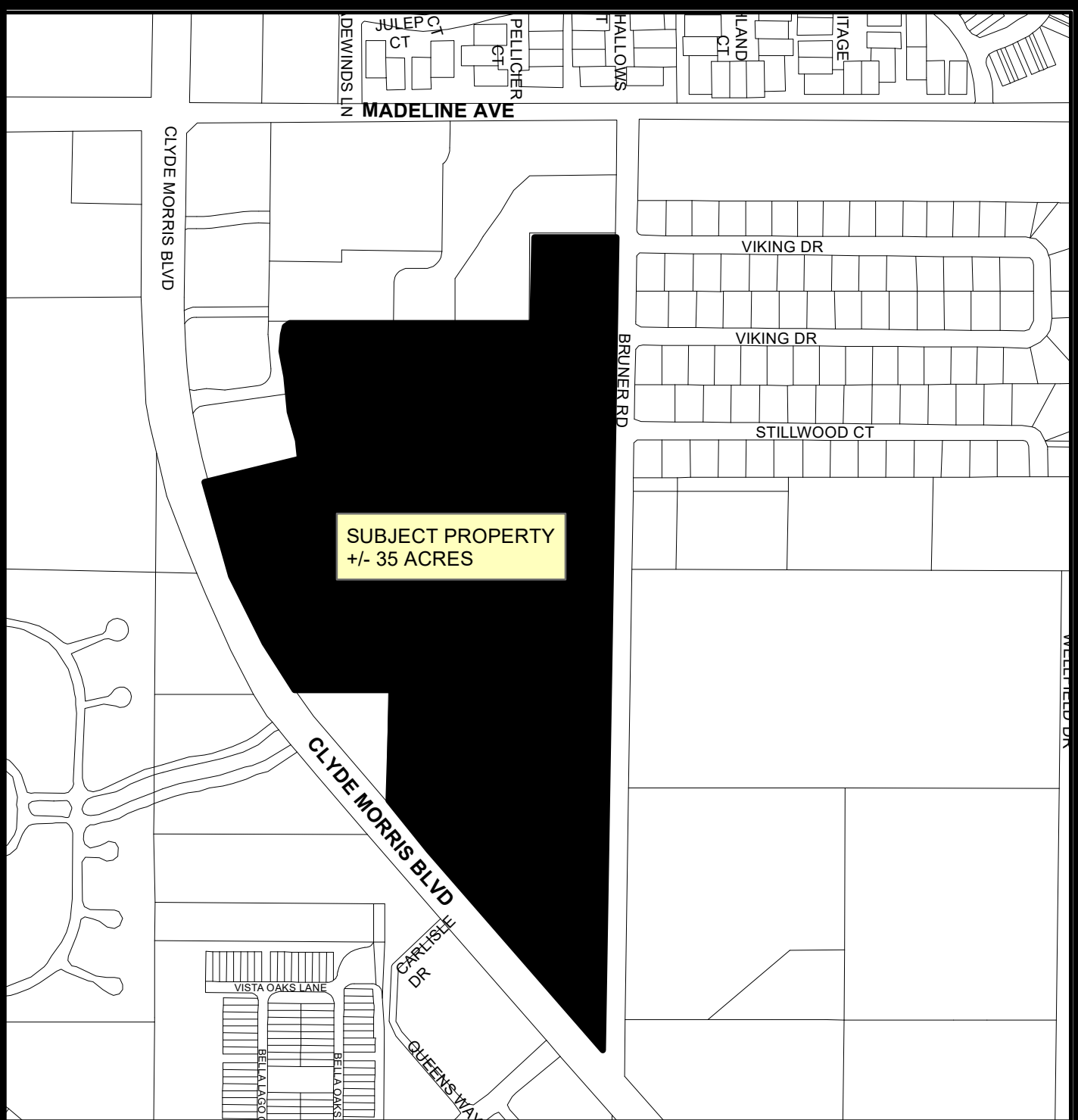
Exhibit A

DESCRIPTION:

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 COUTNY, FLORIDA; THENCE NORTHERLY ALONG THE SOUTH LINE OF SAID LOT 6, N75°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°34'31" AND A CHORD BEARING OF N09°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°13'51" AND A CHORD BEARING OF N43°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°31'52"E, 668.39 FEET; THENCE CONTINUE ALONG TRACT E THE FOLLOWING TWO CALLS, N00°32'03"W, 253.47 FEET; THENCE S89°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°02'42"W, 926.58 FEET; THENCE S00°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°10'59"W, 950.95 FEET; THENCE DEPART SAID EASTERLY RIGHT-OF-WAY LINE N01°21'10"E, 302.95 FEET; THENCE N89°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°56'45" AND A CHORD BEARING OF N25°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.



Parcel Nos. 6306-00-00-0112, 6306-00-00-0130, & 6306-00-00-0132



LOCATION MAP
OSPREY POINTE APARTMENTS
CASE NO. 20-80000010

CITY OF PORT ORANGE
DEPARTMENT OF COMMUNITY DEVELOPMENT

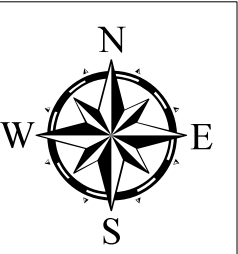


Exhibit B

Proportionate Fair Share Calculation for Volusia County



Osprey Pointe Apartments Proportionate Share Determination (Including PE-CEI at 1.25)

Roadway	Segment		FDOT Cost per Lane Mile ¹	Estimated Lane Length (mile)	Improvement	Base Improvement Cost	Additional Costs ²	Total Estimated Improvement Cost ³	Project Volume (a)	Unimproved Lane Group Capacity (b)	Improved Lane Capacity (c)	Project Share (d)=(a-c) Share	Proportionate Share
	From	To											
Williamson Blvd.	Berlie Rd.	Madeline Ave.	Volusia County	1.70	Widen from 2 to 4 lanes (rural)	-	-	\$6,700,000.00	22	1,540	3,410	1.18%	\$78,823.53
	Madeline Ave.	Willow Run Blvd.	Volusia County	0.81	Widen from 2 to 4 lanes (rural)	\$7,083,000.00	-	\$5,737,230.00	10	1,540	3,410	0.53%	\$30,690.37
	Willow Run Blvd.	Town West Blvd.	Volusia County	0.85	Widen from 2 to 4 lanes (rural)	\$7,083,000.00	\$10,000,000.00	\$16,020,550.00	10	1,540	3,410	0.53%	\$85,671.39
	Town West Blvd.	North Fashion Driveway	Volusia County	0.92	Widen from 2 to 4 lanes (rural)	\$7,083,000.00	-	\$4,597,460.00	7	1,540	3,410	0.37%	\$18,459.62
Segment PS Subtotal: \$211,613.91													

Turn Lane Length Extensions	FDOT Cost ⁴	Improvement	Additional Cost ²	Total Estimated Improvement Cost ³		Build-out Queue Length (b)	Background Queue Length (c)	Proportionate Share Cost (d)=(b)(c)/300 ⁵ (a)
				(a)	(b)			
Madeline Ave. at Nova Rd.	\$167,187.27	Extend northbound left-turn lane by 25 ft	\$0.00	\$208,984.09	540	515		\$17,415.34
Offsite Intersection PS Subtotal: \$17,415.34								
Grand Total Volusia County Proportionate Share Contribution: \$229,029.26								

¹ Cost obtained from FDOT long range estimates (LRE) for improvement identified, unless otherwise stated.
² Additional costs pertain to site specific modifications associated with the improvement (examples include traffic signal updates, right-of-way, bridge modifications, etc.)
³ Includes Design & CEI (25%)
⁴ Turn lanes are measured in feet and unit cost is based on 300 feet unless otherwise stated.

Exhibit C - Proportionate Fair Share Calculation for City of Port Orange

Traffic Impact Analysis

Development Name:	Osprey Pointe Multi-Family Development Site Plan
City Case No.:	20-80000010
TIA Report Date:	March 3, 2021
TIA Prepared by (Firm):	LTG Engineering & Planning
Estimated Date of Impact:	2023

Contribution Calculations: Adjusted May 21, 2021

Impacted Intersections/Road Segments per Transportation Master Concurrency Plan	TI Stage I Reservation Deposit Estimated Cost [4]	TI Stage II Project Cost	TI Stage III Actual Cost	DT/CI Ratio	% of Cost	Contribution Without Multiplier ^[3]	Contribution with Multiplier ^[3]
Summer Trees Road Extension [1] OR Book 7486 Page 1855	N/A	N/A	\$3,152,938.60	9/860	1.05%	\$33,106	\$33,106
Yorktowne Boulevard Extension [1] & [2] OR Book 7486 Page 1855 1. Clyde Morris Blvd. at Madeline Ave. – extend westbound left-turn lane.	\$106,798.92	N/A	N/A	25/145	17.24%	\$18,412	\$20,253

*Financial Guarantee Multiplier	1.1	1.1	1.0
---------------------------------	-----	-----	-----

Total Fair-Share Contribution	Port Orange FSP- \$53,359
--------------------------------------	----------------------------------

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 Madeline Ave./Clyde Morris Blvd. intersection as indicated in the TIA. The impact resulting from this project will be mitigated through contribution with multiplier amount to the designing, permitting, and constructing the Yorktowne Boulevard Extension Fair-Share project or the designing, permitting, and constructing the extension of the Madeline Ave. westbound turn lane onto Clyde Morris Blvd. Remaining Fair-Share contribution not used for the Madeline Ave. turn lane extension improvement will go toward the Yorktowne Blvd. extension project. The Madeline Ave. westbound turn lane improvement will be required to be completed and accepted prior to the issuance of the first Certificate of Occupancy.

[3] Rounded up to nearest whole dollar

[4] Project estimate cost per LTG – May 21 2021

Planning Review: _____ Date _____

Finance Review: _____ Date _____



Exhibit C (Continued) - Proportionate Fair Share Calculation for City of Port Orange

Development Data:

Development Name:	Osprey Pointe Apartments
Site Address:	3835 Clyde Morris Blvd.
City Case No.	20-80000010
Zoning District	R-3M (Medium Density Multi-family Residential)
TIA Report Date	March 3, 2021
TIA Prepared by:	LTG Engineering & Planning
Est. Date of Impact	2023

Developer:

Corporate Entity	Collier Clyde Morris Blvd LLC
Contact Person	Shannon Lee, Collier Companies
Mailing Address:	220 N Main St.; Gainesville, FL 32601

Land Owner:

Corporate Entity	Collier Clyde Morris Blvd LLC
Contact Person	Shannon Lee, Collier Companies
Mailing Address:	220 N Main St.; Gainesville, FL 32601

Real Property

Total Acreage:	±35 acres
Parcel Number(s):	6306-00-00-0132; 6306-00-00-0130; 6306-00-00-0112
Legal Description	Legible real property legal description and sketch attached as EXHIBIT A

Exhibit D

Volusia County Impact Fee Credit Instructions

EXHIBIT D



REQUIREMENTS FOR PROPORTIONATE FAIR SHARE PAYMENTS & COUNTY TRANSPORTATION IMPACT FEE CREDIT PROCESS

To make a Proportionate Fair Share (PFS) payment to Volusia County, please submit:

1. **PFS Calculation:** The applicant shall submit the city and/or county approved PFS calculation based on the city and/or county approved TIA.
2. **PFS development agreement:** The project's recorded development agreement, including PFS calculation and any other documentation supporting the PFS amount, must accompany the PFS payment to the county. This serves as notification to the county that the city has officially approved the PFS amount and allows the respective PFS payment to be paid to the county. The developer making the PFS payment to the county would then be eligible to receive county impact fee credits. *If the city requires the county to be a party to the PFS or development agreement, please contact the County Engineer (386-736-5967). Following the city's approval, allow adequate time for preparation and scheduling of the County Council agenda item.*
3. **PFS check:** Checks can be addressed to: "County of Volusia." In return, a receipt will be provided. County staff will confirm that the check has an approved PFS amount based upon the recorded development agreement's required PFS. PFS checks should be sent to the address below:

Attn: Melissa Winsett
Volusia County Traffic Engineering
123 West Indiana Avenue, Room 402
Deland, FL 32720-4262

To Obtain Impact Fee Credits for PFS Payment or Constructed Mitigation Improvement:

1. **Establish an Impact Fee Credit Account:** After the PFS payment is made or constructed improvements are complete, contact Engineering & Construction to establish an impact fee credit account and obtain credits. Contact: Scott Carraro, scarraro@volusia.org, (386) 736-5967. Please allow 5-7 business days.

For Impact Fee Credits related to PFS Payments, please submit the following supporting documentation to Engineering and Construction:

- Copy of your PFS check and receipt.
- Completed Volusia County Impact Fee Account Registration form**, attached. Registration forms require original signatures. Copies or PDF's will not be accepted.

For Impact fee credits related to Constructed Improvements, please submit the following to Engineering & Construction:

- Actual costs incurred such as executed construction contracts or contractor invoices. Engineers' estimates are not accepted.
- Completed Volusia County Impact Fee Account Registration form**, attached. Registration forms require original signatures. Copies or PDF's will not be accepted.

**Note: Your Transportation Impact Fee Credit Account is like a bank account. On the form, the "List of Person(s) authorized to sign for this account" will be the individuals authorized to make withdrawals from the respective Transportation Impact Fee Credit Account.

2. **Allow Staff to Process Information and Make Deposit:** The submittal will be reviewed by county engineering staff and additional information may be requested of the applicant. Engineering & Construction will deliver the original executed Registration Form to County Growth and Resource Management (GRM). GRM (Staff Contact: Beth Branton) will not accept executed forms from anyone other than Engineering & Construction. GRM will establish the Transportation Impact Fee Credit Account and send the applicant an email with instructions on how to pay County Transportation Impact Fees with credits, or if desired, transfer impact fee credits. Please be aware that the county auditor audits transportation impact fee credit files.

For questions regarding PFS calculations, please contact Melissa Winsett at (386) 736-5968, ext. 12322, mwinsett@volusia.org.

For questions regarding Impact Fee Credit Registration, please contact Scott Carraro at (386) 736-5967, ext. 12287, scarraro@volusia.org.



VOLUSIA COUNTY IMPACT FEE ACCOUNT REGISTRATION

Growth and Resource Management Department
Permit Center www.volusia.org/permitcenter
123 West Indiana Avenue, Room 203
DeLand, FL 32720-4604

TELEPHONE: DeLand (386) 736-5924, ext. 2087
Daytona Beach (386) 257-6000, ext. 2087
New Smyrna Beach (386) 423-3300, ext. 2087
FAX: (386) 943-7096 E-MAIL: permitctr@co.volusia.fl.us

Collection Zone _____

I P Account Number _____

NOTE: Credit must be applied to projects within the above zone

PLEASE PRINT OR TYPE

Date: _____

APPLICANT/PROPERTY OWNER:

Name _____ E-Mail Address _____

Business Name _____

Mailing Address _____

City _____ State _____ Zip _____

Telephone Number _____

Fax Number _____

Answer the following questions on the subject property:

1. Physical Address:

City:

The correct numeric street address for the site must be furnished. If unsure, contact the City or County where the project is located for the correct address.

2. Property Tax Parcel Number(s): _____

3. List of Person(s) authorized to sign for this account:

Printed Name _____ Signature _____

Printed Name _____ Signature _____

Printed Name _____ Signature _____

Signature of Applicant/Property Owner: _____

THIS AREA TO BE COMPLETED BY VOLUSIA COUNTY PERSONNEL

Total credits to be awarded: \$ _____

Proportionate Fair Share Payment: Yes ____ No ____

Additional Details: _____

Approved by (signature) _____

Tadd Kasbeer, P.E., County Engineer
Title _____

Date _____



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 7/20/2021

Consent item: Yes

SUBJECT: (D13) Approval of a Lien Recovery Agreement for 45 Elda Lane, Parcel ID 6315-08-00-0450

DEPARTMENT: Finance

GOAL: 5 - Fiscal Sustainability

RECOMMENDED MOTION: Move to approve a Lien Recovery Agreement for 45 Elda Lane to allow for reinstatement of utility service.

SUMMARY: A resident has recently taken possession of the referenced property. Upon possession, the owner obtained a permit for the demolition of the existing structure and desires to put a new structure in its place. The owner also has paid the tax lien on the property. However, there is a utility lien for unpaid utility bills, which amounts to \$3,167.94. The owner is willing to sign a Lien Recovery Agreement (3-year payment plan) which will require payment of \$88 per month in addition to the regular utility bill. The payment plan agreement is attached. Reinstatement of utility service is subject to the terms and conditions set forth in the Lien Recovery Agreement.

Project No.: NA Funding Account No.: Water/Sewer Revenue

Presenter: Scott Neils

ATTACHMENTS:

1.	Lien Recovery Agreement	45 elda lien recovery.pdf
----	-------------------------	---------------------------

Scott Neils	Created/Initiated - 6/23/2021
Scott Neils	Approved - 6/28/2021
Matthew Jones	Approved - 7/6/2021
Wayne Clark	Approved - 7/13/2021
Robin Fenwick	Final Approval - 7/13/2021

Agreement for Lien Recovery

This Agreement for Lien Recovery ("Agreement") is made and entered into this ____ day of _____, 2021 (the "effective date"), by and between **Joanne S. Foster** ("Utility Account Holder") and the Finance Director on behalf of the **City of Port Orange**, Florida, a Florida municipality ("City"), collectively referred to as the "Parties."

WHEREFORE, the Utility Account Holder is the owner of the property located at **45 Elda Lane, Port Orange, Florida, Parcel No. 6315-08-00-0450** ("Subject Property"), where utility services are requested; and

WHEREFORE, this Agreement is to pay the balance due and owing on an existing Claim of Lien ("Lien") against the Subject Property, bearing the date of November 2, 2016, recorded in Official Records Book 7224, Page 2628 in the public records of Volusia County, Florida; and

WHEREFORE, the above referenced Lien is valid against the real property referenced herein and is superior and paramount to the interest in such land or premises of any owner, lessee, tenant, mortgagee or any other person, except the liens of state, county, and municipal taxes, and shall be on parity with the liens of such, pursuant to Section 159.17, Florida Statutes.

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the Parties hereto mutually agree as follows:

1. The City agrees to the establishment of utility service at Subject Property with the existing Lien balance, subject to the execution of this Agreement.
2. The outstanding Lien balance on the effective date of this Agreement is Three Thousand One Hundred Sixty-Seven and 94/100 Dollars (\$3,167.94). The Utility Account Holder agrees to make payments of the Lien balance to the City as follows: Thirty-Five (35) successive monthly payments in the amount of Eighty-Eight and NO/100 Dollars (\$88.00) and a final payment of Eighty-Seven and 94/100 Dollars (\$87.94). The initial payment shall be made upon execution of this Agreement and at the time service is established for the Subject Property.
3. The Lien recovery payment shall constitute a utility charge. Payment of the Lien shall be invoiced monthly commencing after the execution of this Agreement and established service at the Subject Property. Any payments for utility charges at the Subject Property shall be applied first to the Lien amount, with any remaining monies being applied to the current utility services account balance.
4. Upon establishing service, the City shall suspend any further accrual of penalties, interest, and late fees with regard to the outstanding balance of said Lien.
5. If any one of the monthly payments under this Agreement is not paid as and when due, and remains unpaid for 30 days or more after the due date, then the Utility Account Holder shall be considered in default of this Agreement. In the event of a default of this Agreement, the City shall cause the accrual of penalties, interest, and late fees, previously suspended in consideration of this Agreement,

to be reinstated as to the remaining balance of said Lien from date of default. In addition, in the event of default of this Agreement, there shall be a discontinuance of utility services without further notice to the Utility Account Holders.

6. Upon proof of receipt of full payment of the Lien amount, as referenced in Paragraph (1), the City shall immediately deem the Lien satisfied and shall execute and record a Satisfaction of Lien in the public records of Volusia County within the time permitted under the Florida Statutes.

This Agreement incorporates and makes a part hereof the above-referenced Claim of Lien. Furthermore, as it relates to said Lien, this Agreement shall be construed and enforced according to the provisions of Chapters 2 and 74, Code of Ordinances, City of Port Orange, and Section 159.17, Florida Statutes, and any other applicable laws of the State of Florida.

This Agreement forms the entire agreement between the Parties and supersedes any prior discussions or correspondence. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect.

Utility Account Holder has read the foregoing Agreement in its entirety, and voluntarily agrees to each of its terms with full knowledge thereof. Furthermore, they acknowledge and understand that they have the opportunity to have outside counsel of their choice review this Agreement.

[THIS PAGE LEFT BLNK INTENTIONALLY – SIGNATURE PAGES TO FOLLOW]

IN WITNESS THEREOF, the Parties, intending to be legally bound, have executed this Agreement as of the date above.

JOANNE S. FOSTER

State of Florida
County of Volusia

The foregoing instrument was acknowledged before me by means of [☐] physical presence or [☐] online notarization this ____ day of _____, 2021, by JOANNE S. FOSTER, who has produced identification or is personally known to me.

Notary Public, State of Florida
Printed Name, Stamped Commission, Seal, and Term

City of Port Orange

By: _____
Dr. Scott R. Neils, Finance Director

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 _____, 2021, by Dr. Scott R. Neils, as Finance Director for the City of Port Orange, a Florida municipality, on behalf of the city and who is personally known to me.

Notary Public, State of Florida
Printed Name, Stamped Commission, Seal, and Term

Reviewed by Attorney: _____ Date: _____



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 7/20/2021

Consent item: Yes

SUBJECT: (D14) Approval of Memorandum of Understanding (MOU) with Southeast Volusia Regional Special Weapons and Tactics Team

DEPARTMENT: Police Services

GOAL: 1 - Public Safety

RECOMMENDED MOTION: Move to approve Memorandum of Understanding (MOU) with Southeast Volusia Regional Special Weapons and Tactics Team.

SUMMARY: The Cities of Port Orange, Daytona Beach Shores, Edgewater, New Smyrna Beach and South Daytona (collectively referred to herein as the “Cities”) are so closely located in relation to each other that it is to the advantage of each to share specific law enforcement services and resources to adequately respond to: (1) Intensive law enforcement situations including, but not limited to, emergencies as defined in Section 252.34, Florida Statutes; and (2) Exceptional situations, circumstances and events requiring personnel with special skills, training and equipment; the Cities have the authority under Section 23.12 through Section 23.127, et seq., Florida Statutes, the “Florida Mutual Aid Act,” to enter into a combined mutual aid agreement for law enforcement service which: (1) Provides for rendering of assistance in a law enforcement emergency, as defined in Section 252.34, Florida Statutes; and (2) Permits voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines. ; and Whereas, the Cities desire to form a Joint Tactical Response Team (known as the Southeast Volusia Regional Special Weapons and Tactics Team, abbreviated as “SEVR SWAT”, consisting of highly dedicated law enforcement personnel from each of the Cities with special skills, training and equipment to respond to exceptional situations, circumstances, and events requiring action by the Team.

Our funding does not change because we have had an operational team for many years, and we are only responsible for the operators and equipment assigned from our department. The MOU has been reviewed by Staff from the Cities and will be processed in a timely manner at each jurisdiction. The other chiefs have stated the MOU is expected to receive their Council's approval.

Project No.: N/A

Funding Account No.: 0

Presenter: William Proctor

ATTACHMENTS:

1.	SWAT Team MAA - FINAL DRAFT - 6.11.21	SWAT Team MAA - FINAL DRAFT - 6.11.21.pdf
----	---------------------------------------	---

William Proctor	Created/Initiated - 6/21/2021
William Proctor	Approved - 6/22/2021
Matthew Jones	Approved - 7/6/2021
Wayne Clark	Approved - 7/14/2021
Robin Fenwick	Final Approval - 7/14/2021

**SOUTHEAST VOLUSIA REGIONAL (SEVR) SWAT TEAM MUTUAL AID AGREEMENT
BETWEEN THE CITIES OF PORT ORANGE, DAYTONA BEACH SHORES, EDGEWATER,
NEW SMYRNA BEACH AND SOUTH DAYTONA**

WITNESSETH

Whereas, the Cities of Port Orange, Daytona Beach Shores, Edgewater, New Smyrna Beach and South Daytona (collectively referred to herein as the “Cities”) are so located in relation to each other that it is to the advantage of each to share specific law enforcement services and resources to adequately respond to:

- (1) Intensive law enforcement situations including, but not limited to, emergencies as defined in Section 252.34, *Florida Statutes*; and
- (2) Exceptional situations, circumstances and events requiring personnel with special skills, training and equipment.

; and

Whereas, the Cities have the authority under Section 23.12 through Section 23.127, et seq., *Florida Statutes*, the “*Florida Mutual Aid Act*,” to enter into a combined mutual aid agreement for law enforcement service which:

- (1) Provides for rendering of assistance in a law enforcement emergency, as defined in Section 252.34, *Florida Statutes*; and
- (2) Permits voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines.

; and

Whereas, the Cities desire to form a Joint Tactical Response Team (known as the Southeast Volusia Regional Special Weapons and Tactics Team, abbreviated as “SEVR SWAT”, and hereafter referred to as “the Team”) consisting of highly dedicated law enforcement personnel from each of the Cities with special skills, training and equipment to respond to exceptional situations, circumstances, and events requiring action by the Team.

NOW, THEREFORE, the Cities agree as follows:

SECTION 1. DEFINITIONS:

Incident Commander: The Chief of Police, or their designee, of the jurisdiction in which an incident requiring emergency response is occurring.

SEVR SWAT Team: The Team is made up of a group of Team Members who are specially trained, equipped and readily available to respond to high risk/critical incidents that

are beyond the scope and training of law enforcement personnel generally assigned to routine patrol or law enforcement functions. Team Members shall, when acting in the capacity of the Team, be under the direct supervision of the Team Commander. The Team supports each of the Cities with a tactical response to critical incidents. High risk/critical incidents include, but are not limited to:

- (a) High or unknown risk search and/or arrest warrants requiring, or likely requiring, forced entry and/or room clearing techniques, which meets the SWAT Response Matrix.
- (b) High risk felony apprehension and take-downs, including, but not limited, to vehicle take-downs.
- (c) Barricaded subjects and/or hostage rescues.
- (d) Active shooter incidents.
- (e) Terrorist acts.
- (f) Conducting other special assignments based upon the level of threat or the need for special expertise.

The primary responsibility of the Team is to provide a systematic approach to saving lives. As such, the specific circumstances will dictate the level of force necessary to adequately protect the public and the Team Members involved. Resolution of some incidents may require the specific application of various levels of force by Team Members up to, and including, lethal force.

Team Commander: A Team Member designated by a majority vote of each of the Chiefs of Police for the Cities, to act as the Team Commander. The Team Commander is accountable for effectively directing, controlling, and coordinating the operational duties and related administrative tasks of the Team. During an unusual occurrence or high-risk incident, the Team Commander shall report directly to the Chief of Police, or designee, within the jurisdiction in which the Team is conducting an operation. The Team Commander shall maintain direct supervision of operational activities of Team Members.

Team Leader: A Member of the SWAT Team designated by the Team Commander to act as Team Leader. The Team Leader shall act as the Team's Commander in the absence of the Team Commander. The Team Leader shall, in concert with the Team Commander, establish a tactical plan for each tactical operation and be responsible for the supervision and tactical deployment of Team Members.

Team Member: A sworn officer trained in the use of special weapons and tactics as well as additional course of instructions as they become available to enhance their capabilities. Only members assigned to the Team by their respective Chief of Police shall be eligible to serve on the Team as a Team Member. Team Members will be assigned a specific duty/task and/or responsibility by the Team Commander or Team Leader.

SECTION 2. PROVISIONS FOR OPERATIONAL ASSISTANCE:

(a) The Cities hereby approve and enter into this Agreement whereby each of the Cities agrees to contribute personnel, equipment, facilities and resources necessary for the Team to perform the functions agreed upon by the Cities and outlined in this Agreement. If one of the Cities is experiencing a law enforcement issue within the scope of the Team's expertise, that city may call upon the Team for assistance.

(b) Each of the Cities will maintain a consistent policy and procedure directive as it relates to the requirements, operation, deployment, training, and equipment of the Team.

(c) When activated for an operation, the Team Commander reports to the Incident Commander or the on-scene supervisor unless otherwise determined by the Chief of Police, or designee, in order to conduct Team operations within the jurisdiction in which the Team is conducting an operation.

(d) All Team operations shall be consistent with the guidelines outlined in the Tactical Response and Operations Standard for Law Enforcement Agencies for tactical response teams promulgated by the National Tactical Officers Association (NTOA).

(e) A tactical plan should be completed by the Team Commander, Team Leader, or designee, whenever possible.

(f) The Team Commander shall be responsible for the deployment of the Team, including the Team's equipment, tactical decision making, and tactical resolution of the incident.

(g) The Team Commander is responsible for how a tactical option will be initiated and will work with the incident commander to determine when and if an option will be initiated.

(h) Unless the Team Commander relinquishes control to another law enforcement officer who is not a Team Member, no other person except the Chief of Police within the jurisdiction in which the Team is conducting an operation, or designee, who is not the Team Leader or Team Commander, will attempt to direct, supervise, or control any element or Team Member.

(i) Consistent with NTOA guidelines, the Team shall conduct regular and reoccurring training. Each of the Cities shall jointly develop training lesson plans and schedules and schedule the training sessions. All training shall be performance oriented and related to tasks and missions performed by the Team. On occasion, Team training may take place in conjunction with other training within one of the Cities. Should a situation arise that prevents the Team from completing the full requirements in a given quarter, the reason shall be documented in a memorandum addressed to the Chiefs of Police of the Cities. Each of the Cities shall ensure that all Team Members are properly trained and certified in the use of special equipment. Joint training of the Team shall be coordinated and implemented by the Chiefs of Police of the Cities or their designees.

(j) Each of the Cities shall conduct an annual inventory and inspection of all Team equipment and supplies to ensure operational readiness and provide a copy to each of the other Cities.

(k) Each of the Cities shall ensure that all Team Members have the required equipment for the operations to which the Team may be assigned.

(l) The Team Leader shall prepare an after-action report on all callouts that involve the deployment of the Team. Such records shall be kept by the Team Leader with copies sent to the designated records liaison in each of the Cities and maintained in accordance with law.

(m) Requests to utilize the Team for a planned event may be made by any of the Cities by its Chief of Police. Final approval for the Team deployment shall be made by the Team Commander.

(n) At a minimum, each of the Cities shall supply its Team Members with the following equipment:

- (1) Ballistic helmet.
- (2) Tactical ballistic vest.
- (3) Protective goggles/glasses.
- (4) Hearing protection/communication.
- (5) Tactical holster and belt.
- (6) Battle dress uniform pants and shirts and t-shirt.
- (7) Tactical boots.
- (8) Gear bag– or other means to secure gear and equipment.
- (9) Handheld radio with operational frequencies and tactical communication headset.
- (10) Chemical agent mask and carrying case.
- (11) Pistol with tactical light.
- (12) Approved M4-style .556 caliber rifle.
- (13) Non-lethal weapons or ammunition which propel a round or device that is not normally lethal in nature. Non-lethal weapons and ammunition are designed to offer an alternative to the use of lethal force when appropriate.

(14) Noise/flash diversionary devices designed to save lives and reduce the potential for shooting situations by providing a diversion for the entry of Team Members into a hazardous area. Utilizes a bright flash of light followed immediately by a loud noise.

(15) Breaching tools and ammunition such as rams, pry bars, hydraulic or electronic machines, special frangible shotgun rounds, etc., which are designed to force entry into secured areas.

SECTION 3. PROVISIONS FOR VOLUNTARY COOPERATION:

The Cities hereby approve and enter into this Agreement whereby each of the Cities may request and render voluntary law enforcement cooperation and assistance across jurisdictional lines for the incidents outlined in this Agreement and related law enforcement situations.

SECTION 4. PROCEDURE FOR REQUESTING ASSISTANCE:

(a) If one of the Cities is in need of emergency assistance as set forth above it shall notify Team Commander or Team Leader and provide appropriate information (e.g., nature of the law enforcement assistance requested). Requests for assistance will be made through Central Dispatch to be sent via the Code Red system.

(b) Each of the Cities is responsible for tracking mutual aid requests made or received in accordance with this Agreement and may revise the contact person designated above by advising the other Cities in writing.

(c) The Chief of Police in whose jurisdiction assistance is being rendered, may determine who is authorized to lend assistance in their jurisdiction, for how long such assistance is authorized, and for what purpose such authority is granted. This authority may be granted either verbally or in writing as the particular situation dictates.

SECTION 5. COMMAND AND SUPERVISORY RESPONSIBILITIES:

(a) Whenever a Team Member is rendering aid pursuant to this Agreement, they shall abide by, and be subject to, the rules and regulations, personnel policies, general orders, and standard operating procedures of their employer. If any such rule, regulation, personnel policy, general order, or standard operating procedure is contradicted, contravened, or otherwise in conflict with a direct order of a superior officer of one of the requesting Cities, then such rule, regulation, policy, general order, or standard operating procedure shall control and supersede the direct order.

(b) Whenever there is cause to believe that a complaint has arisen as a result of Team action as it may pertain to this Agreement, the city in which the Team operated and gave rise to the complaint shall be responsible for documenting the complaint to ascertain at a minimum:

(1) The identity of the complainant.

- (2) An address where the complaining party can be contacted.
- (3) The specific allegation.
- (4) The identity of the employees accused without regard to City affiliation.

(c) The city responsible for documenting the complaint shall expeditiously provide the city or cities employing the subject officer(s) with this information, along with a copy of all applicable documentation. The City employing the person who is the subject of the complaint shall be responsible for conducting an appropriate review.

SECTION 6. LIABILITY:

Each of the Cities engaging in any mutual cooperation and assistance pursuant to this Agreement agree to assume responsibility for the acts, omissions, or conduct of such City's own employees while engaged in rendering such and pursuant to this Agreement, subject to the provisions of Section 768.28, *Florida Statutes*, where applicable. None of the Cities waive any sovereign immunity protection provided by law. Team Members are responsible for their own safety as well as the safety of other Team Members, and the public. This Agreement shall in no event confer upon any person, corporation, partnership, or other entity, including the Cities hereto, the right to damages or any other form of relief against any of the Cities in this Agreement for operations or omissions hereunder. Any property damage occurring during an operation, except as provided in Section 7 (b), is the responsibility of the city in whose jurisdiction the Team was operating. Uses of force by a Team Member shall be investigated by the agency of which the Team Member is employed.

SECTION 7. POWERS, PRIVILEGES, IMMUNITIES, AND COSTS:

(a) Pursuant to the provisions of Section 23.127 *Florida Statutes*, a Team Member who renders aid outside the city in which the Team Member is employed but inside the state in accordance with this Agreement shall have the same powers, duties, rights, privileges, and immunities as if performing duties inside the Team Member's political subdivision in which normally employed.

(b) Each of the Cities that furnishes equipment pursuant to this Agreement shall bear the cost of loss or damage to that equipment and must pay any expense incurred in the operation and maintenance of that equipment.

(c) The Cities shall be responsible for providing compensation and benefits to their respective employees providing services hereunder, including but not limited to salary, overtime, health insurance, disability insurance, life insurance, liability insurance, workers compensation, pension/retirement, vacation time, sick leave, and any amounts due for personal injury or death.

(d) The privileges and immunities from liability; exemption from laws, ordinances, and rules; and all pension, insurance, relief, disability, workers' compensation, salary, death, and other benefits that apply to the activity of an employee of a City when performing the

employee's duties within the territorial limits of the employee's City apply to the employee to the same degree, manner, and extent while engaged in the performance of the employee's duties extraterritorially under the provisions of this Mutual Aid Agreement. The provisions of this Agreement shall apply with equal effect to paid, volunteer, and auxiliary employees.

(e) Nothing herein shall prevent any of the Cities from seeking supplemental appropriations from the governing authority having budgeting jurisdiction, or funds from other available sources, such as grants, to reimburse any of the Cities for any actual costs or expenses incurred by its performing hereunder.

SECTION 8. TERM:

This Agreement shall take effect upon execution and approval by the hereinafter named officials and shall continue in full force and effect through **August 1, 2026**, unless otherwise terminated as provided for herein.

SECTION 9. TERMINATION:

Any of the Cities may terminate its participation in this Agreement for convenience upon delivery of written notice to the other Cities no less than 90 days before the date of termination. The liability provisions of this Agreement shall survive any such termination. Termination by any one or more of the Cities does not impact the effectiveness of this Agreement as to the remaining Cities.

SECTION 10. RELATION TO OTHER AGREEMENTS:

Nothing herein is intended to abrogate any other agreements, or portions thereof, between the Cities.

SECTION 11. MISCELLANEOUS PROVISIONS:

(a) Each of the Cities shall adopt and enforce written policy that is consistent with this Agreement and applicable law. Each of the Cities shall also train its law enforcement officers on extraterritorial jurisdiction including, but not limited to, the parameters of mutual aid agreements.

(b) All Team Members, regardless of rank or position, must maintain acceptable physical standards of performance and annually shall be required to take and successfully pass a physical agility test as outlined in the policy and procedure directive.

(c) All Team Members, regardless of rank or position, must maintain firearms qualification by passing the CJSTC handgun course and maintain rifle proficiency by passing the Rifle Qualification.

(d) All Team Members must successfully complete a basic Special Weapons and Tactics Course.

(e) If any of the Cities seizes any vessel, motor vehicle, aircraft, or other property pursuant to the *Florida Contraband Forfeiture Act* (Sections 932.701 through Section 932.7062, *Florida Statutes*) during performance of this Agreement, the city in which the seizure of the contraband subject to forfeiture occurs shall be responsible for maintaining a forfeiture action. The city pursuing the forfeiture action shall have the exclusive right to control, and responsibility to maintain, the proceedings and property in accordance with the *Florida Contraband Forfeiture Act*, including but not limited to complete discretion to bring a lawsuit, dismiss the case, or settle the case. Also, the city pursuing the forfeiture action may recover its reasonable costs from the proceeds of the case (e.g., filing fee, court reporter fee, attorney time, auction expenses). Proceeds from forfeited property seized as a result of or in accordance with this Agreement shall remain with the city conducting the forfeiture action.

(f) Nothing in this Agreement shall be construed as any transfer or contracting away of the powers or functions of any one of the Cities to the other.

(g) This Agreement does not grant law enforcement powers for purposes of law enforcement related off-duty employment.

(h) In the event of a conflict between the provisions of this Agreement and the "*Florida Mutual Aid Act*," the provisions of the *Florida Mutual Aid Act* shall control.

(i) This Agreement contains the entire understanding between the Cities and shall not be renewed, amended, or extended except in writing.

(j) This Agreement shall be construed in accordance with Florida law. The venue of any litigation arising hereunder shall be Volusia County, Florida.

IN WITNESS WHEREOF, the Cities have caused this Agreement to be executed by the undersigned persons as duly authorized.

SIGNATURE PAGES FOLLOWS

Attest:

CITY OF DAYTONA BEACH SHORES

Michael Booker, City Manager

Date: _____

Approved as to form and legality:

Lonnie N. Groot, City Attorney

Stephan Dembinsky
Director of Public Safety

Attest:

CITY OF EDGEWATER

Glenn Irby, City Manager

Date: _____

Approved as to form and legality:

Aaron Wolfe, City Attorney

Joe Mahoney
Chief of Police

Attest:

CITY OF NEW SMYRNA BEACH

Mayor Russ Owen

Date: _____

Approved as to form and legality:

Carrie Avallone
City Attorney

Khalid Resheidat
City Manager

Attest:

CITY OF SOUTH DAYTONA

Gerald Monahan, Chief of Police

Date: _____

Approved as to form and legality:

Scott Simpson, City Attorney

James Lester Gillis

City Manager

Attest:

CITY OF PORT ORANGE

Robin L. Fenwick, MMC

Date: _____

Approved as to form and legality:

Matthew J. Jones, City Attorney

Donald O. Burnette
Mayor



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 7/20/2021

Consent item: No

SUBJECT: (E15) Update from the Conklin Davis Center for the Visually Impaired

DEPARTMENT: Council

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Presentation only. No motion required.

SUMMARY: Nancy Epps, Secretary for Conklin Davis Center for the Visually Impaired, and CEO, Ronee David, will provide an update on the projects that are happening at the Center.

Project No.: N/A

Funding Account No.: N/A

Presenter: System Admin

ATTACHMENTS:

1.	Presentation slides CDCVI June 2021	Presentation slides CDCVI June 2021.pdf
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Robin Fenwick

Created/Initiated - 6/10/2021

Wayne Clark

Approved - 7/9/2021

Robin Fenwick

Final Approval - 7/13/2021



CONKLIN DAVIS CENTER
FOR THE VISUALLY IMPAIRED



Meet the CEO



RONEE DAVID

PRESIDENT & CEO

SERVING THE VISUALLY IMPAIRED SINCE 1992

Our Vision



**OUR
VISION:**

Dedicated to enhancing the lives of all blind and visually impaired individuals by promoting improved quality of life, independence and employment opportunities through education, community awareness, and training.

Our Mission



**OUR
MISSION:**

**Conklin Davis Center for the Visually
Impaired a regional and national leader in
transforming communities and lives so that
all blind and visually impaired individuals
achieve personal success.**

VISIONARIES

**Millard Conklin founded the Conklin Center
for the Blind in 1979**

**Kathy Davis founded the Center for the
Visually Impaired in 1988**

**In 2001 the organizations merged to form the
Conklin Davis Center for the Visually Impaired**

A HIDDEN GEM IN VOLUSIA COUNTY

The 42-acre campus is home to 4 agencies

The District office of the Division of Blind Services for the State of Florida

The State Rehabilitation Center for the Blind

The largest Braille and Talking Book Library in the world.

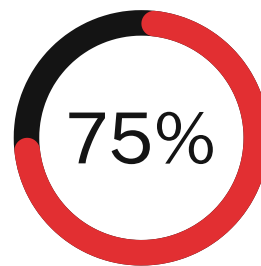
And The Conklin Davis Center for the Visually Impaired. The Center is the only residential facility serving the needs of the multi-handicapped in the United States.





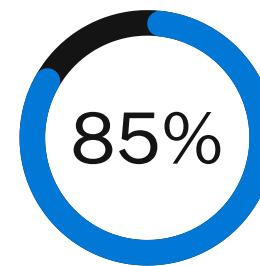
Changing Lives

Unemployment of the multi-handicapped is a staggering 75%. Our graduates post an impressive 85% employment rate.



75%

Unemployment Rate



85%

Employment Rate

Our Programs

Independant Living	——	Teaches living skills
Supported Employment	——	Develop job skills
STEPS	——	Supplemental technology and experimental program. Includes daily living support and training
Teens in Transition	——	14-22 transition from high school to post-secondary emucation
Bind Babies	——	Birth - 5includes early intervention, counseling, and parental education
Seniors	——	Support and training for senior citizens

What's Next



New Programs

e-commerce training

Entrepreneurship

Learning to run a business and freelancers

ServSafe Training

Working in Hospitality

Revialization

The Center is in need of \$1.5 million to restore the campus and grounds and a new HVAC system at \$400,000

Thank you!



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 7/20/2021

Consent item: No

SUBJECT: (H17) Second Reading - Ordinance No. 2021-15 - Land Development Code (LDC) Clean-up Amendment 2021-2/Chapters 3, 13, 16 and 17 (Case No. 21-25000003)

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life 4 - Economic Development

RECOMMENDED MOTION: Move to approve Ordinance No. 2021-15, amending Chapters 3, 13, 16 and 17 of the Land Development Code.

SUMMARY: Planning Commission Action: Recommended Approval 6-0 (May 27, 2021)

The proposed amendments to Chapters 3, 13, 16 and 17 of the Land Development Code (LDC) are intended to improve and update the content of the existing code, as part of an on-going maintenance effort. The proposed amendments include clarifications and minor changes that are simple clean-up items that make the code more efficient to use, support the City's redevelopment efforts, or address problems or issues encountered when applying the code.

Amendment #1: The proposed amendment would allow for the approval of a building addition less than or equal to 500 square-feet to a non-residential building through a building permit instead of requiring a site development plan and building permit. As part of the building permit review, compliance with all requirements in the City's Land Development Code, Florida Building Code, Florida Fire Prevention Code, and other applicable codes would be reviewed and required to be met.

Amendment #2: The proposed amendment adds a provision that the requirement for a berm, or opaque fence or wall adjacent to a collector or arterial roadway for a new residential subdivision may be reduced or waived by the Administrative Official in situations where the code required buffer and grade difference between the roadway and the rear yard of a lot provides sufficient screening of the rear yards.

In 2012, the LDC was amended to add a requirement for new residential subdivisions to install an opaque vinyl fence, masonry wall or landscape berm along all perimeter boundaries abutting arterial and collector roadways in addition to the required right-of-way landscape buffer planting, unless there is a minimum of 100 feet of common area between the platted rear lot lines and the abutting roadway. The intent was to create a uniform buffer or wall/fence that would be visible from an abutting roadway and screen

the rear yards of the residential lots abutting a roadway. However, in some cases the grade elevation between the roadway and a residential lot along with the code required landscape buffer will provide sufficient screening, without the addition of a berm or an opaque fence or wall.

Amendment #3: The proposed amendment adds a provision to allow commercial outdoor storage areas to be established through a building permit instead of a site plan prepared by a licensed engineer as currently required by the LDC. The LDC currently allows areas for outdoor storage/display of garden supplies, outdoor recreational equipment (e.g. bicycles, kayaks, paddle boards, etc.), lawn equipment, motor vehicles, boats, recreational vehicles, and mobile homes on a commercial site when associated with a permitted commercial use. The requirement to designate an outdoor storage/display area on a commercial site with a site plan prepared by a licensed engineer can be costly for a business to prepare, especially smaller businesses located along Ridgewood Avenue.

Amendment #4: The proposed amendment establishes dimensional requirements (setbacks, height, open space, building coverage, etc.) for the Government/Public Use (GPU) zoning district. Currently, there are no dimensional requirements listed in the LDC for the GPU zoning district as there are for other city standard zoning districts. The proposed dimensional requirements for the GPU zoning district are comparable to the dimensional requirements for the Professional Office (PO), Commercial Industrial (CI), and Light Industrial (LI) zoning districts, which are comparable zoning districts with regards to permitted uses and development intensity allowed and currently developed on properties zoned GPU.

The staff report is attached for additional information.

Project No.: N/A

Funding Account No.: N/A

Presenter: Penelope Cruz, Tim Burman

ATTACHMENTS:

1.	Ordinance 2021-15	Ord 2021-15.pdf
2.	Staff Report - 2021-2_LDC Clean-up Amendments	Staff Report - 2021-2_LDC Clean-up Amendments.pdf

Penelope Cruz
Robin Fenwick

Created/Initiated - 6/16/2021
Final Approval - 6/16/2021

ORDINANCE NO. 2021-15

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA AMENDING THE LAND
DEVELOPMENT CODE CHAPTER 3 UPDATING
EXEMPTIONS TO REQUIRED DEVELOPMENT ORDER;
CHAPTER 13 CLARIFYING SUBDIVISION ROADWAY
LANDSCAPE BUFFER REQUIREMENTS; CHAPTER 16
AMENDING COMMERCIAL OUTDOOR STORAGE
REQUIREMENTS; AND CHAPTER 17 ESTABLISHING
DIMENSIONAL REQUIREMENTS FOR THE
GOVERNMENT/PUBLIC USE ZONING DISTRICT;
PROVIDING FOR REPEAL OF CONFLICTING
ORDINANCES; PROVIDING FOR SEVERABILITY; AND
PROVIDING AN EFFECTIVE DATE.

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

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

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

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

SECTION 1: The City Council of the City of Port Orange hereby amends
Chapter 3, Section 2 of the Land Development Code, to read as follows:

Chapter 3 - ADMINISTRATION

[No changes to Section 1]

Section 2: - Development order and development permit required.

- (a) *In general.* No development activity shall be undertaken unless the activity is authorized by a development permit. A development permit may not be issued unless authorized by a development order reflecting conformance with the requirements of this code.
- (b) *Exceptions to the requirement of a development order.* A development permit may be issued in the absence of a development order for the following activities, when the proposed development conforms to the standards and permitting requirements of this code:
 - (1) The construction, alteration, or enlargement of a one- or two-family dwelling on a lot of record as of November 1, 1990, or lot created under the terms of this code.
 - (2) The construction of an accessory structure on a previously developed single-family lot.
 - (3) The alteration of an existing non-residential structure which does not enlarge the effective size or capacity of the structure less than or equal to 500 square feet, ~~with the exception of alterations to a one- or two-family dwelling.~~
 - (4) Demolition of a structure.
 - (5) Erection of signs or fences on a previously developed site and when independent of other development activity on the site.
 - (6) The clearing of trees or vegetation or changing of grade when independent of other development activity on the site.
 - (7) The construction of agricultural accessory structures.
 - (8) The resurfacing of a vehicle use area.
 - (9) The installation of an antenna on a communication tower or alternative support structure in compliance with the requirements of section 9 of chapter 16 of this code.

[No changes to Sections 3 thru 7.3]

SECTION 2: The City Council of the City of Port Orange hereby amends Section 3.5, Chapter 13 of the Land Development Code, to read as follows:

Chapter 13 – LANDSCAPING AND BUFFERS

Section 3.5: - Opaque fence or wall requirements.

[No changes to subsection (a)]

- (b) New single-family, duplex, and multi-family subdivisions shall be required to install an opaque vinyl fence, masonry wall or landscape berm along all perimeter boundaries abutting arterial and collector roadways. The fence, wall or berm shall be required in addition to any landscape buffer planting required by this chapter. However, the fence, wall or berm shall not be required if there is a minimum of 100 feet of common area between the platted rear lot lines and the abutting roadway. This requirement may also be waived or reduced by the Administrative Official in situations where the grade difference between an arterial or collector roadway and the rear yard of a lot and the required right-of-way landscape buffer provides sufficient screening for the rear yard.
- (1) The opaque fence, masonry wall or landscape berm shall be installed by the developer prior to the issuance of the first certificate of occupancy.
 - (2) The opaque fence, masonry wall or landscape berm shall be located in common area. The opaque fence, masonry wall or landscape berm shall be installed and set back a minimum of three feet from the platted rear lot lines to provide sufficient space for installation and maintenance. The three-foot setback may be reduced if justification is provided for the use of alternative materials or construction methods that do not require a three-foot setback for installation or maintenance. The alternative materials and construction methods shall comply with all other requirements of this code.
 - (3) If an opaque fence or masonry wall is required, then it shall be installed behind the required landscape buffer so that the landscaping fronts onto the adjacent roadway.
 - (4) If a landscape berm is utilized in lieu of an opaque fence or masonry wall, then the berm shall be designed to provide equivalent opaque screening as would a masonry wall or opaque fence.
 - (5) The homeowners' association for the development or phase of the development shall be primarily responsible for maintaining the fence, wall or landscaped berm.

[No changes to subsections (c) through (g)]

SECTION 3: The City Council of the City of Port Orange hereby amends Section

1, Chapter 16 of the Land Development Code, to read as follows:

Chapter 16 - MISCELLANEOUS REGULATIONS
Section 1: - Accessory uses and structures.

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

- (e) *Outside storage.* Outside storage of new and used equipment and materials shall be regulated as follows.

[No changes to subsection (1) or (2)]

- (3) *Commercial uses.* Outside storage of equipment and materials shall be permitted only when associated with a commercial use and located in designated areas approved for such display as part of a development plan, or as part of a building permit, if the required right-of-way landscape buffer is provided. Additional restrictions are specified below.

- ~~(a) Display of landscape or garden supplies, outdoor recreational equipment, and lawn equipment shall be located in designated areas approved for such display as part of a development plan.~~
- ~~(b) Display of new and used motor vehicles, boats, recreational vehicles, mobile homes and other such vehicles shall be located in designated areas approved for such display as part of a development plan.~~
- (ae) Storage of licensed and operable motor vehicles, boats, recreational vehicles, tractor trailers, storage trailers and other such vehicles shall be located in designated areas approved for such storage as part of a development plan and out of view from any abutting rights-of-way, private streets, waterways and residential uses. For sites without an approved development plan otherwise operating in compliance with this code, storage of such vehicles shall be located on a part of the site out of view from any abutting rights-of-way, private streets, waterways and residential uses.
- ~~(d) Display setups of products customarily used outdoors such as pools, spas, lawn furniture, concrete fixtures and other similar items shall be limited to one of any one product or model.~~
- (be) Outdoor display and/or storage may be permitted in conjunction with special sales events such as those permitted under ~~section 18-77~~ Chapter 58, Article III, Code of Ordinances, and other uses when permitted by special exception or approved as part of a development plan.
- (cf) Licensed and inoperable motor vehicles awaiting repair may be stored within screened areas on the site of motor vehicle repair facilities and motor vehicle service centers, provided that no such vehicle shall be stored for more than 28 consecutive days.

[No changes to subsection (4) or (f)]

SECTION 4: The City Council of the City of Port Orange hereby amends Sections 1 and 27, Chapter 17 of the Land Development Code, to read as follows:

Chapter 17 - ZONING DISTRICT REGULATIONS

Section 1: - In general.

- (a) Dimensional requirements for each zoning district, except ~~the NP and GPU~~ districts, are specified in the table in section 27 of this chapter, entitled "schedule of dimensional requirements."

[No changes to subsections (b) through (h)]

[No changes to Sections (2) through (26.5)]

Section 27: - Schedule of dimensional requirements.

District	Minimum Living Area/D.U. (Sq. Ft.)	Minimum Lot Area/D.U.	Minimum Lot Width (Ft.)	Maximum Building Coverage	Minimum Open Space	Minimum Building Setback (Ft.)			Maximum Height
						Front	Side	Rear	
<u>GPU</u>	<u>-</u>	<u>10,000</u>	<u>125</u>	<u>40%</u>	<u>20%</u>	<u>D</u>	<u>10*</u>	<u>25*A</u>	<u>60***</u>

Notes to schedule of dimensional requirements:

A = Rear and side yard setbacks on GPU and industrial lots abutting railroad right-of-way may be reduced to zero feet, where approved as part of an overall site development plan.

[No changes to B through J]

* ~~Commercial-Non-residential~~ building setbacks adjoining residential zoning shall be equal to or greater than building height.

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

***Maximum height is limited to 35 feet if the property abuts single-family or mobile home zoning districts.

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

SECTION 6: The provisions of this Ordinance shall become and be made a part of the Land Development Code of the City of Port Orange and the Sections of this

Ordinance may be renumbered or re-lettered to accomplish such intention. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

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

SECTION 8: This Ordinance shall take effect immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the day of

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

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



STAFF REPORT

CASE NO. 21-25000003

LDC Amendment/ Chapters 3, 13, 16 and 17

REQUEST:	Amendments to Chapters 3, 13, 16 and 17 of the Land Development Code (LDC) that include clarifications and minor changes that are simple clean-up items that make the code more efficient to use.
APPLICANT:	City of Port Orange
STAFF CONTACT:	Penelope Cruz, Planning Manager (386) 506-5671
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION:	Recommended Approval 6-0 (May 27, 2021)
CITY COUNCIL:	June 15, 2021

Introduction

Staff has been updating the Land Development Code (LDC) in phases over the past several years. Prior amendments included updates to sign regulations, the “green” building initiative, erosion control, floodplain management, updates to Building Code references, county-wide Traffic Impact Analysis standards, school concurrency, Construction Standards modifications, fire impact fees, site plan and subdivision regulations, removal of select uses from the Ridgewood Corridor zoning district, zero lot line homes in the R-2D zoning district, microbreweries, architecture requirements, economic development – Ridgewood targeted businesses, tree preservation and others.

Proposed Amendments

The proposed amendments to Chapters 3, 13, 16 and 17 of the Land Development Code (LDC) are intended to improve and update the content of the existing code, as part of an on-going maintenance effort. The proposed amendments include clarifications and minor changes that are simple clean-up items that make the code more efficient to use, support the City’s redevelopment efforts, or address problems or issues encountered when applying the code.

Amendment #1: Exemptions to Required Development Order [Chapters 3]:

The proposed amendment would allow for the approval of a building addition less than or equal to 500 square-feet to a non-residential building through a building permit instead of requiring a site development plan and building permit. The proposed exemption would only apply if the building addition is less than or equal to 500 square-feet and the site has sufficient existing site improvements (parking, stormwater, irrigation, utilities, etc.). As part of the building permit review, compliance with all requirements in the City’s Land Development Code, Florida Building Code, Florida Fire Prevention Code, and other applicable codes would be reviewed and required to be met.

Allowing for a building addition less than or equal to 500 square-feet on a site with sufficient site improvements (parking, stormwater, irrigation, utilities, etc.) to be approved through a building permit is anticipated to assist in the redevelopment of existing buildings by removing a financial barrier to redevelopment. Recently, there have been inquiries to redevelop existing buildings and sites within the City, but one of the deterrents is if an existing building needs additional space to support a new use or existing use and the necessary site improvements are in place but the LDC requires a full site development plan. As Port Orange continues to shift toward the redevelopment of existing non-residential buildings and sites, the proposed amendment would assist, specifically the area of the City east of Nova Road including the Ridgewood corridor.

The LDC currently provides a list of development activities that can be completed with an approved building permit and do not require a site development plan to be prepared. The development activities that are allowed through just a building permit include: addition to a dwelling unit, construction of an accessory structure on a residential lot, demolishing of a structure, alteration of an existing non-residential structure that does not enlarge the effective size or capacity of the structure, construction of a fence, wall, or sign on a developed lot, construction of agricultural accessory structures, resurfacing of a parking lot, removal of trees or vegetation or changing of grade, and installation of an antenna on a communication tower. The proposal is to include a building addition less than or equal to 500 square-feet to the list of development activities exempt from a site plan and can be approved through the building permit review process to verify compliance with all applicable codes.

Amendment #2: Clarification of Subdivision Roadway Landscape Buffer Requirements [Chapter 13]:

In 2012, the LDC was amended (ORD. 2012-16) to add a requirement for new residential subdivisions to install an opaque vinyl fence, masonry wall or landscape berm along all perimeter boundaries abutting arterial and collector roadways in addition to the required landscape buffer planting, unless there is a minimum of 100 feet of common area between the platted rear lot lines and the abutting roadway.

The intent of the 2012 amendment was to create a uniform buffer or wall/fence that would be visible from an adjacent roadway and screen the rear yards of the residential lots abutting a roadway. However, in some cases the grade elevation between the roadway and a residential lot along with the LDC required landscape buffer will provide sufficient screening, without the addition of a berm or an opaque fence or wall. The proposed amendment adds a provision that the requirement for a berm, or opaque fence or wall adjacent to a collector or arterial roadway for a new residential subdivision may be reduced or waived by the Administrative Official in situations where the LDC required buffer and grade difference between an arterial or collector roadway and the rear yard of a lot provides sufficient screening of the rear yards.

Amendment #3: Amendment to Commercial Outdoor Storage Requirements [Chapter 16]:

The LDC currently allows areas for outdoor storage of garden supplies, outdoor recreational equipment (e.g. bicycles, kayaks, paddle boards, etc.), lawn equipment, motor vehicles, boats, recreational vehicles, and mobile homes on a commercial site when associated with a permitted commercial use. However, the designated outdoor storage area on a commercial site for the items listed above is required to be identified on an approved site plan. The

requirement to prepare and process a site plan can be costly for a business, especially smaller mom and pop businesses located along Ridgewood Avenue. The proposed amendment adds a provision to allow commercial outdoor storage areas to be established through a building permit subject to the required right-of-way landscape buffer existing on the subject property or installation of the landscape buffer is part of the proposed improvements associated with establishing the outdoor storage area.

The current commercial outdoor storage area location requirements in the LDC that would apply to reviewing a site plan would not change. If the proposed amendment is approved, the same requirements would apply when reviewing a building permit for an outdoor storage area on a commercial site, such as the screening requirement and that outdoor storage be, “out of view from any abutting rights-of-way, private streets, waterways and residential uses.” Requests received typically pertain to outdoor storage areas being located on existing paved or gravel areas on a site and do not typically require additional pavement. Requests that involved adding pavement may still require a site plan to address stormwater requirements.

Allowing an outdoor storage area for a commercial use to be established through a building permit will allow staff to verify compliance with the LDC without adding the additional expense for a property owner or tenant to have an engineer prepare an site plan to identify the area on a commercial site where outdoor storage can be located. The proposed amendment does not change the allowed items associated with commercial uses that can be stored outdoor along with the locational and screening requirements for commercial outdoor storage areas in the LDC

Amendment #4: Dimensional Requirements for the Government/Public Use (GPU) Zoning District [Chapter 17]:

The proposed amendment would establish dimensional requirements (setbacks, height, open space, building coverage, etc.) for the Government/Public Use (GPU) zoning district. Currently, there are no dimensional requirements listed in the LDC for the GPU zoning district as there are for other city standard zoning districts. Therefore, when a development is proposed on property zoned GPU, staff has historically applied the dimensional requirements from a compatible or nearby zoning category. The GPU zoning district is typically utilized for government facilities, schools, parks, and houses of worship and currently makes up about +/- 1,300 acres or about 7.2% of land within the city limits. The proposed dimensional requirements for the GPU zoning district are comparable to the dimensional requirements for the Professional Office (PO), Commercial Industrial (CI), and Light Industrial (LI) zoning districts, which are comparable zoning districts with regards to permitted uses and development intensity allowed and currently developed within the GPU zoning district.

Figure 1. Dimensional Requirements Comparison

District	Minimum Living Area/D.U. (Sq. Ft.)	Minimum Lot Area/D.U. (Sq. Ft.)	Minimum Lot Width (Ft.)	Maximum Building Coverage (%)	Minimum Open Space (%)	Minimum Building Setback (Ft.)			Maximum Height
						Front	Side	Rear	
PO	-	10,000	125	30	30	D	10*	25*	35
CI	-	22,500	150	40	20	D	15*	25*A	45
LI	-	20,000	150	50	15	D	25*	25*A	60

GPU	-	10,000	125	40	20	D	10*	25*A	60***
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* Non-residential building setbacks adjoining residential zoning shall be equal to or greater than building height

***Maximum height is limited to 35 feet if the property abuts single-family or mobile home zoning districts.

A = Rear and side yard setbacks on GPU and industrial lots abutting railroad right-of-way may be reduced to zero feet, where approved as part of an overall site development plan.

D = The required front yard setback is equal to the right-of-way landscape buffer.

Providing listed dimensional requirements for the GPU zoning district will provide transparency and clarity to property owners and residents as it relates to the dimensional requirements (setbacks, height, open space, building coverage, etc.) for property zoned GPU or being rezoned to GPU and reduce possible inconsistency in applying dimensional requirements for property zoned GPU.

Recommendation

Staff recommends approval of the amendments to Chapters 3, 13, 16 and 17 of the Land Development Code (LDC).

Attachments

Exhibit 1 - Proposed LDC Amendments to Chapters 3, 13, 16 and 17 (see Ordinance Exhibit)



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 7/20/2021

Consent item: No

SUBJECT: (H18) Second Reading – Ordinance No. 2021-16 – Rezoning/3704 Nova Rd. (Case No. 21-60000001)

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life 4 - Economic Development

RECOMMENDED MOTION: Move to approve Ordinance No. 2021-16, rezoning approximately ±5.55 acres from Planned Unit Development (PUD) to Highway Commercial (HC).

SUMMARY: Planning Commission Action: Recommended Approval 6-0 (May 27, 2021)

The McCarthy Family, LLC, property owner/applicant, is requesting to rezone the ± 5.55-acre subject property from Planned Unit Development (PUD) to Highway Commercial (HC). The property is located along the west side of Nova Road, south of Herbert Street and north of Samms Avenue. The rezoning request is a shift from the negotiated PUD zoning district to a conventional zoning district that uses the Land Development Code (LDC) to provide development regulations.

The requested HC zoning district designation is compatible with the current Commercial Future Land Use on the subject property and consistent with the adjacent properties. Until 2007, the subject property was zoned Highway Commercial (HC) and Community Commercial (CC). In 2007, the Nova Bella Piazza PUD was approved by the City and the MDA established the framework to develop a mixed-use project with a maximum of 40,000 square feet of commercial tenant space and a maximum of 20 residential dwelling units. In 2009, the MDA for the Nova Bella Piazza PUD expired and currently the subject property does not have an active MDA to provide permitted uses or dimensional and development regulations. Therefore, in order for the property owner to develop the subject property, it must first be rezoned to a conventional zoning category listed in the LDC, or a new MDA needs to be adopted.

If approved, the property owner intends to develop the subject property as a motor vehicle, recreational vehicle, and boat storage facility. The property owner does not anticipate deviating from the requirements in the LDC, therefore, the property owner selected to use a standard zoning district and meet the requirements in the LDC including landscape buffers, parking, building setbacks, tree preservation, infrastructure, compatibility with adjoining commercial and multi-family properties, and traffic concurrency. The property owner believes that following the list of permitted uses in the HC zoning district and the development requirements in the LDC is a more efficient and

transparent process to develop the site.

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.: N/A

Funding Account No.: N/A

Presenter: Penelope Cruz, Tim Burman

ATTACHMENTS:

1.	Ordinance 2021-16 with exhibits	Ord 2021-16.pdf
2.	Staff Report -3704 Nova - HC Rezoning Revised	Staff Report -3704 Nova - HC Rezoning Revised.pdf

Penelope Cruz

Created/Initiated - 6/16/2021

Robin Fenwick

Final Approval - 6/16/2021

ORDINANCE NO. 2021-16

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, REZONING PROPERTY
CONSISTING OF APPROXIMATELY ±5.55 ACRES FROM
PLANNED UNIT DEVELOPMENT (PUD) TO HIGHWAY
COMMERCIAL (HC); AUTHORIZING REVISION OF THE
OFFICIAL ZONING ATLAS; AND PROVIDING AN
EFFECTIVE DATE.

WHEREAS, ±5.55 acres of the property located at 3704 Nova Road to be rezoned from Planned Unit Development (PUD) to Highway Commercial (HC); 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 ±5.55 acres of the property located at 3704 Nova Road to be rezoned from Planned Unit Development (PUD) to Highway Commercial (HC), 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

PARCEL 1:

The Easterly 200 feet, West of Truck Route, SR #415, of Lot 4, Block 24, excepting the Southerly 325.5 feet thereof and except portion deeded to the State of Florida Department of Transportation, Map of Dun-Lawton, according to the map or plat thereof as recorded in Deed Book M, Page 187, Public Records of Volusia County, Florida.

PARCEL 2:

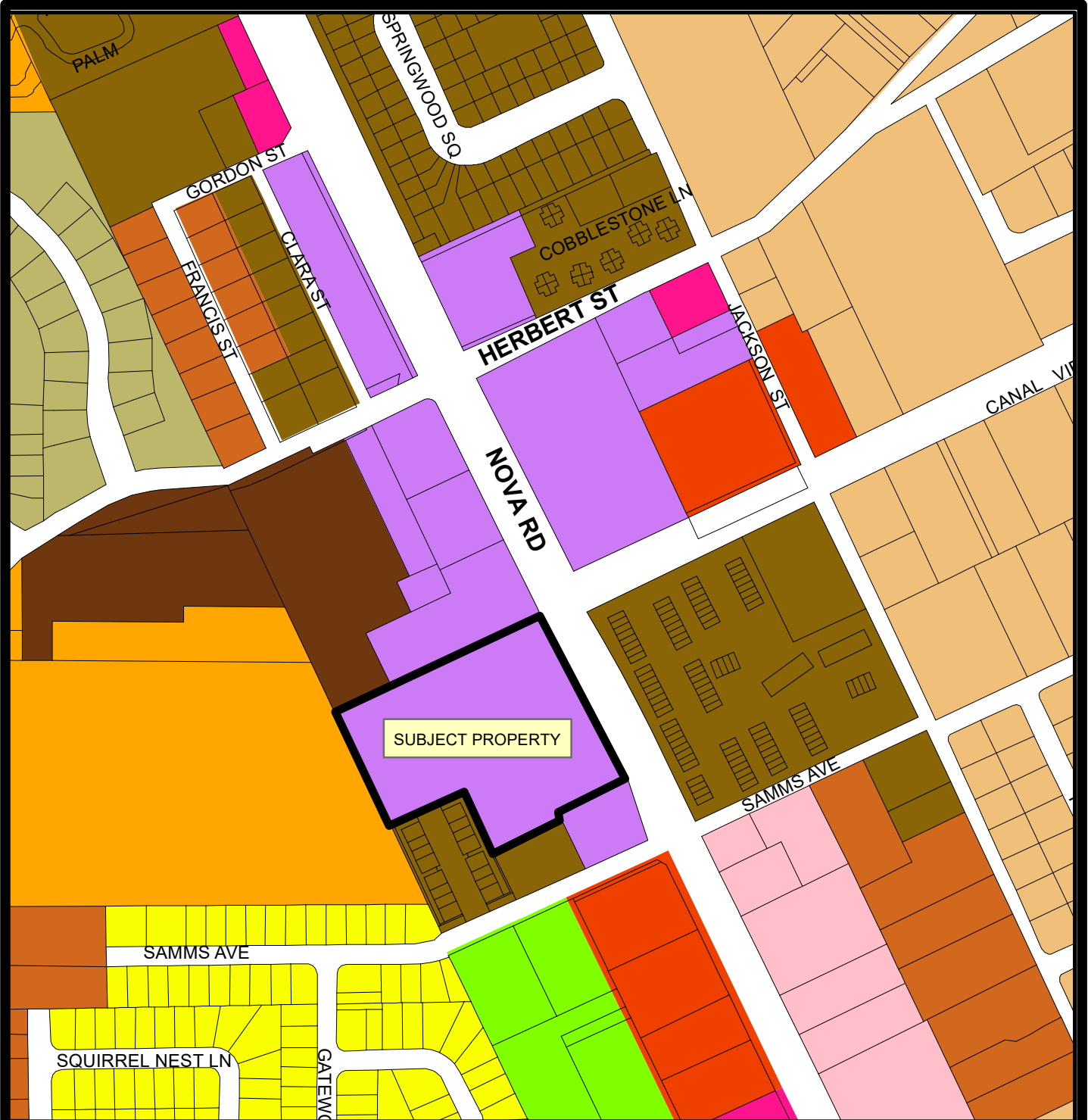
Lot 4, Block 24, except the Southerly 325.5 feet and except the Easterly 200 feet, Westerly of Nova Road (Truck Route), Map of Dun-Lawton, according to the map or plat thereof as recorded in Deed Book M, Page 187, Public Records of Volusia County, Florida, excepting a 20 foot easement along the North side of Lot 4.

PARCEL 3:

Lot 1, except the East 5.97 feet as measured on the North Line, Stoudt Subdivision, according to the map or plat thereof as recorded in Plat Book 42, Page 165, Public Records of Volusia County, Florida.

Along with:

The Northerly 17.5 feet of the Southerly 335 feet of the Westerly 200 feet of Lot 4, Block 24, Dunlawton Subdivision, per the map or plat thereof recorded in Deed Book "M", Page 298, Public Records of Volusia County, Florida.



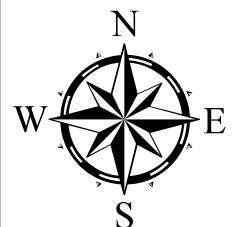
ZONING

- | | |
|--------------------------------|----------------------------------|
| Agriculture | R-10SF Single Family Residential |
| Community Commercial | R-2D Two Family Residential |
| Highway Commercial | R-3H Multi-Family Residential |
| Planned Commercial Development | R-3M Multi-Family Residential |
| Planned Unit Development | R-8SF Single Family Residential |
| Professional Office | Residential Mobile Home |



CITY OF PORT ORANGE

DEPARTMENT OF COMMUNITY DEVELOPMENT





REVISED STAFF REPORT

CONVENTIONAL REZONING / 3704 NOVA ROAD
CASE NO. 21-60000001

REQUEST:	Rezone ±5.55 acres from Planned Unit Development (PUD) to Highway Commercial (HC)
LOCATION:	3704 Nova Rd. (Figure 1 – Location Map)
PROPERTY OWNER/APPLICANT:	The McCarthy Family, LLP
STAFF CONTACT:	Gwen Perney, Principal Planner (386) 506-5673
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION:	Recommended Approval 6-0 (May 27, 2021)
CITY COUNCIL:	June 15, 2021

Property Overview

The subject property is currently zoned Planned Unit Development (PUD) but does not have an active Master Development Agreement (MDA) or Conceptual Development Plan (CDP). The property owner, The McCarthy Family, LLP, is requesting to rezone the subject property from PUD to Highway Commercial (HC). The rezoning request is a shift from the negotiated PUD zoning district to a conventional zoning district that uses the Land Development Code (LDC) to provide specific development regulations. If approved, development of the property will need to follow the requirements of the HC zoning district and the regulations for site plan development provided in the Land Development Code (LDC). (Figure 1 – Location Map).

Figure 1. Location Map



Discussion

The subject property is currently vacant. Prior to 2007, a gas station/convenience store was located along Nova Road and a single-family house occupied the rear portion of the property. The convenience store and single-family house were both demolished in 2007.

From 1974 to 1995, the subject property had split zoning with a majority of the property zoned commercial and the remaining portion of the property zoned multi-family. From 1995 until 2007, the subject property was zoned Highway Commercial (HC) and Community Commercial (CC). In 2007, the Nova Bella Piazza PUD was approved by the City and the MDA established the framework to develop a mixed-use project with a maximum of 40,000 square feet of commercial tenant space and a maximum of 20 residential dwelling units. In 2009, the MDA for the Nova Bella Piazza PUD expired and currently the subject property does not have an active MDA to provide permitted uses or dimensional and development regulations. Therefore, in order for the property owner to develop the subject property, it must first be rezoned to a conventional zoning category listed in the LDC, or a new MDA needs to be adopted.

According to the property owner, the request to rezone the subject property to the HC zoning category is to assist in the development of the subject site. If the rezoning is approved, the property owner intends to develop the subject property as a motor vehicle, recreational vehicle, and boat storage facility. The property owner does not anticipate deviating from the requirements in the LDC, therefore, the property owner selected to use a standard zoning district and meet the requirements in the LDC including landscape buffers, parking, building setbacks, tree preservation, infrastructure, compatibility with adjoining commercial and multi-family properties, and traffic concurrency. The property owner believes that following the list of permitted uses in the HC zoning district and the development requirements in the LDC is a more efficient and transparent process to develop the site.

Access to the property is available along Nova Road. Any proposed access drives off Nova Road must be reviewed and approved by FDOT during the site plan review process. Water and sewer are available to service the property. As part of any future site development, the applicant will be required to submit a site plan for staff review, to meet all architecture, landscaping, traffic generation, site development and infrastructure requirements of the City's LDC.

The HC zoning district permits typical commercial uses commonly found along an arterial roadway and not adjacent to single-family residential areas such as: retail stores, restaurants, personal services (hair salon, barber shop, nail salon, retail dry cleaning, etc.) bars, boat and motor vehicle sales, truck, trailer and automobile rental, game/recreation facilities, hotels/motels, and motor vehicle and boat storage, offices, health/exercise clubs, convenience store/gas station, banks, and similar uses. If the property is rezoned to HC and the current property owner does not develop the site as a motor vehicle, recreational vehicle, and boat storage facility, the proposed use of the subject property will need to be a permitted use in the HC zoning district.

Compatibility with Surrounding Uses and Zoning

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.

The proposed HC zoning district is appropriate for this location and is compatible with the surrounding properties. Table 1 summarizes the land use and zoning of the adjacent properties. The subject property is located along a major arterial roadway and adjacent to existing

commercial properties currently zoned HC, properties with higher-density multi-family zoning designations, and an RV campground (Figure 2 – Current and Proposed Zoning Map).

Table 1. Surrounding Land Uses and Zoning

Direction	Existing Land Use	FLU Designation	Zoning District
North	Commercial (Boulevard Tire)	<i>Commercial</i>	Highway Commercial (HC)
	Vacant Residential	<i>Urban High Density Residential (8-16 u/a)</i>	High-Density Multi-Family Residential (R-3H)
South	Commercial (Auto Service Center)	<i>Commercial</i>	Highway Commercial (HC)
	Single-Family Residential house	<i>Urban High Density Residential (8-16 u/a)</i>	Medium-Density Multi-Family Residential (R-3M)
	Multi-Family Residential (Oak Cove Villas)	<i>Urban High Density Residential (8-16 u/a)</i>	Medium-Density Multi-Family Residential (R-3M)
East	Multi-Family Residential (Canal View Condos)	<i>Urban High Density Residential (8-16 u/a)</i>	Medium-Density Multi-Family Residential (R-3M)
West	Nova Family Campground	<i>Urban High Density Residential (8-16 u/a)</i>	Residential Mobile Home (RMH)

Figure 2. Current and Proposed Zoning Map



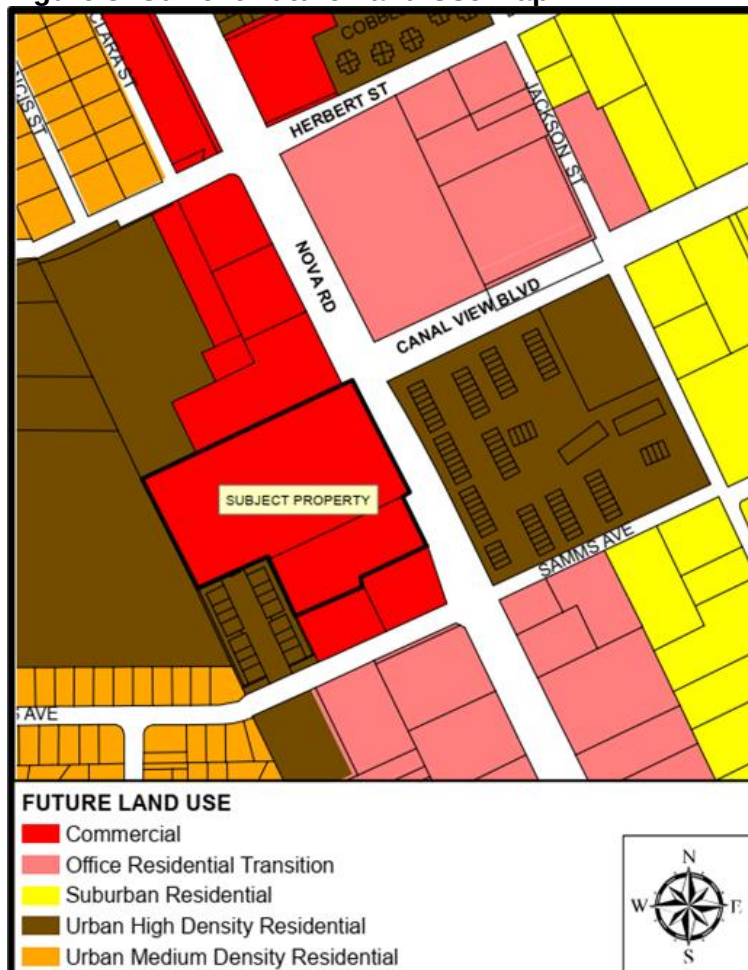
The current PUD zoning district is intended to provide a flexible approach for unique and innovative land development proposals, which would otherwise not be permitted by this code. Because the property owner intends to develop the site in compliance with the LDC and does not anticipate deviating from the requirements in the LDC, the property owner selected to use the standard HC zoning district and meet the requirements in the LDC. All future development plans (site plan or subdivision) submitted will require a detailed technical review by the Development Review Committee (DRC) to determine all requirements in the LDC are met.

Consistency with Comprehensive Plan

The proposed rezoning is generally consistent with the pertinent Goals, Objectives, and Policies of the City's Comprehensive Plan and is compatible with adjacent properties. The subject property is currently designated with the Future Land Use Category *Commercial*, along with the adjacent properties along Nova Road.

The proposed HC zoning district is consistent with the subject property's current *Commercial* Future Land Use (FLU) designation. (Figure 3 – Future Land Use Map). The *Commercial* FLU designation is generally characterized by uses that provide for the retail sale of items and provision of services to the general public. Based on compatibility with adjacent uses and availability of infrastructure, the requested zoning is appropriate for this location and it is consistent with the existing FLU designation.

Figure 3. Current Future Land Use Map



Public Notice

On April 30, 2021, staff posted the property notifying the public of the proposed rezoning. As of May 28, 2021, there have been no phone calls or other inquiries on the proposed rezoning. According to the LDC, a neighborhood meeting was not required for the proposed rezoning as the property does not abut any single-family zoning districts.

Staff Recommendation

Staff recommends **approval** of the request to rezone ±5.55 acres from Planned Unit Development (PUD) to Highway Commercial (HC).

Attachments:

Exhibit 1 – List of Permitted Uses for the HC zoning district

Exhibit 1

Highway Commercial (LDC, Chapter 17, Section 22)

Permitted uses.

- (1) Adult/vocational education.
- (2) Appliance/electronic repair shops.
- (3) Athletic/sports facilities.
- (4) Auction houses.
- (5) Banks.
- (6) Bars, lounges, and night clubs.
- (7) Boat sales.
- (8) Business services.
- (9) Commercial/industrial equipment and supplies.
- (10) Convenience stores with or without fuel operations.
- (11) Equipment rental.
- (12) Financial services.
- (13) Fleet-based services.
- (14) Fortune tellers, astrologers, and palm readers.
- (15) Furniture and appliance stores.
- (16) Game/recreation facilities.
- (17) Health/exercise clubs.
- (18) Hotels/motels.
- (19) Maintenance contractors.
- (20) Medical offices/clinics.
- (21) Mobile home sales.
- (22) Motor vehicle and boat storage facilities.
- (23) Motor vehicle sales.
- (24) Motor vehicle service centers.
- (25) Motor vehicle service stations.
- (26) Offices.
- (27) Office supplies.
- (28) Pawn shops.
- (29) Personal services.
- (30) Restaurants.
- (31) Retail home building materials.
- (32) Retail sales and services.
- (33) Tattoo establishment.
- (34) Theaters.
- (35) Truck/trailer/automobile rental.

Permitted uses with special development requirements (chapter 18, section 4).

- (1) Brewery (subsection 3.7).
- (2) Community gardens (subsection 1.5).
- (3) Craft food and beverage producer (subsection 5.15).
- (4) Laundry/dry cleaning plants (subsection 9).
- (5) Microbrewery (subsection 9.57).
- (6) Taxidermy (subsection 16).

Special exception uses (chapter 18, section 3).

- (1) Mini-warehouses (subsection 10).
- (2) Motor vehicle repair facilities (subsection 13).



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 7/20/2021

Consent item: No

SUBJECT: (H19) First Reading - Ordinance No. 2021-18 - Rezoning and Approval of the Dunlawton Storage Planned Commercial Development Master Development Agreement and Conceptual Development Plan (Case No. 21-65000001)

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life and 4 - Economic Development

RECOMMENDED MOTION: Move to approve Ordinance No. 2021-18, rezoning approximately ±6.21 acres from Agriculture (A) to Planned Commercial Development (PCD) and to approve the Dunlawton Storage Master Development Agreement (MDA) and Conceptual Development Plan (CDP).

SUMMARY: Planning Commission Action (06/24/21): Recommended Approval (5-0)

The applicant, Robert A. Merrill III, Esq., Cobb Cole, requests to rezone ±6.21 acres, located at 720 Dunlawton Avenue, the southwest corner of Dunlawton Avenue and Spruce Creek Road, from Agriculture (A) to Planned Commercial Development (PCD) and approval of the Dunlawton Storage Master Development Agreement (MDA) and Conceptual Development Plan (CDP). If approved, the MDA and CDP will establish the framework for development of a multi-tenant commercial building along Dunlawton Avenue and a self-storage facility including covered RV and boat storage behind the multi-tenant commercial building.

The subject property is located within the Eastport Business Center Community Redevelopment Area (CRA) and is currently zoned Agriculture (A). According to the Land Development Code (LDC), the Agriculture (A) zoning district is intended to serve as an interim use until development is proposed as indicated on the City's Future Land Use (FLU) map. The current FLU designation of the subject property is Office/Residential Transition and allows for low-intensity commercial, office, and residential development to serve as a transition between residential and commercial nodes. The proposed PCD rezoning and Dunlawton Storage MDA and CDP is in accordance with the current FLU designation of the property.

The PCD zoning allows the applicant to request flexibility from the standard code requirements. As part of the review of this proposal, the applicant is requesting a deviation from the Land Development Code (LDC) to allow for the preservation of three (3) or 60% of the healthy or fair condition specimen trees for this property. The LDC requires that a minimum of four (4) or 80% of the healthy or fair condition specimen trees on the subject property to be saved. If approved, the MDA will require an

additional ten (10) upsized shade trees (14 feet in height and four inches in caliper) to be planted within the 50-foot Oak Street landscape buffer to provide more vegetation in the buffer along Oak Street, adjacent to residential homes, as a public benefit for removal of the specimen trees.

The staff report is attached for more information.

Project No.: N/A

Funding Account No.: N/A

Presenter: Penelope Cruz, Tim Burman

ATTACHMENTS:

1.	Ordinance 2021-18 with exhibits	Ord 2021-18 Dunlawton.pdf
2.	Staff Report - Dunlawton Storage PCD	Staff Report.pdf

Penelope Cruz	Created/Initiated - 6/25/2021
Tim Burman	Approved - 7/1/2021
Shannon Balmer	Approved - 7/7/2021
Wayne Clark	Approved - 7/13/2021
Robin Fenwick	Final Approval - 7/13/2021

ORDINANCE NO. 2021-18

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, REZONING
PROPERTY CONSISTING OF APPROXIMATELY
±6.2 ACRES LOCATED AT 720 DUNLAWTON
AVENUE, AT THE SOUTHWEST CORNER OF
DUNLAWTON AND SPRUCE CREEK ROAD FROM
AGRICULTURE (A) TO PLANNED COMMERCIAL
DEVELOPMENT (PCD) AND APPROVING A
MASTER DEVELOPMENT AGREEMENT AND
CONCEPTUAL DEVELOPMENT PLAN FOR THE
DUNLAWTON STORAGE PCD; PROVIDING FOR
CONFLICTING ORDINANCES; PROVIDING FOR
SEVERABILITY AND PROVIDING AN EFFECTIVE
DATE

WHEREAS, the property owner has requested the rezoning of the property consisting of approximately ±6.2 acres from Agriculture (A) to Planned Unit Development (PCD); and

WHEREAS, the city and Developer desire to enter into the Master Development Agreement Dunlawton Storage Planned Commercial Development ("MDA") and Conceptual Development Plan ("CDP");

WHEREAS, Developer submitted a request to the Planning Commission to approve the MDA and CDP for Dunlawton Storage Planned Commercial Development; 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 Master Development Agreement Dunlawton Storage Planned Commercial Development ("MDA") and Conceptual Development Plan ("CDP"); and

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

Section 1. The City Council of the City of Port Orange does hereby rezone the property consisting of approximately ±6.2 acres located at 720 Dunlawton Avenue described in **Exhibit "1"**, attached hereto, from Agriculture (A) to Planned Commercial Unit Development (PCD).

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 classification as shown on **Exhibit "2"** attached hereto.

Section 3. The City Council of the City of Port Orange does hereby approve the Master Development Agreement Dunlawton Storage Planned Commercial Development ("MDA") and Conceptual Development Plan ("CDP"), attached hereto as **Exhibit "3"**.

Section 4. The Mayor and City Manager are hereby authorized to execute said Master Development Agreement Dunlawton Storage Planned Commercial Development on behalf of the City of Port Orange.

Section 5. 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 6. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

Section 8. This ordinance shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

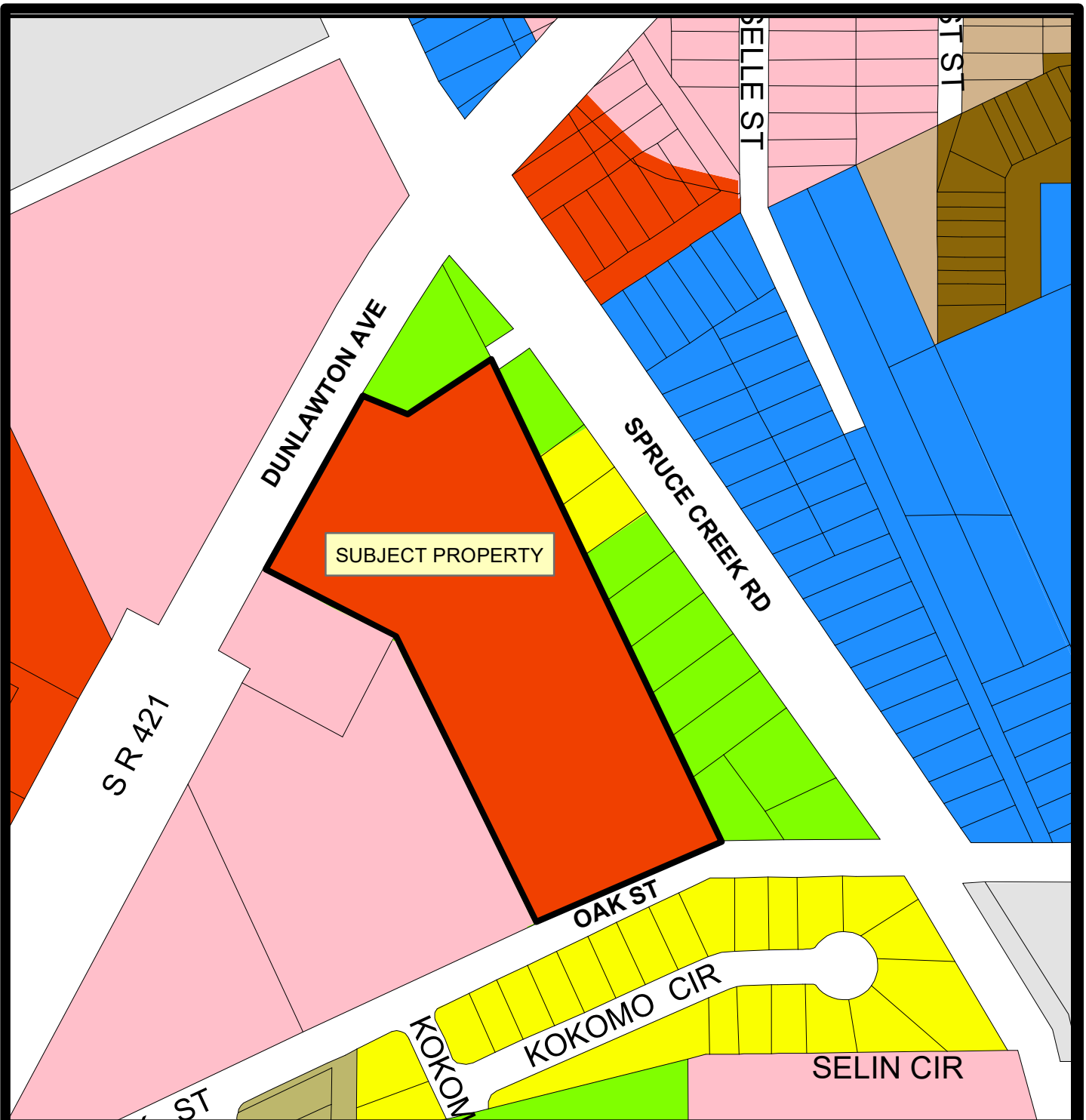
Passed on first reading on the day of

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

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

Exhibit 1

**LOT 3, BRICKLE SUBDIVISION, MAP BOOK 50, PAGE 169 THROUGH 170, VOLUSIA COUNTY,
FLORIDA.**



ZONING

- | | |
|--|--|
| ■ Agriculture | ■ Planned Commercial Development |
| ■ Commercial/Industrial | ■ Planned Unit Development |
| ■ Government/Public Use | ■ Professional Office |
| ■ Neighborhood Preservation | ■ R-2D Two Family Residential |
| | ■ R-3M Multi-Family Residential |

CITY OF PORT ORANGE

DEPARTMENT OF COMMUNITY DEVELOPMENT

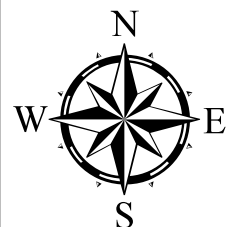


EXHIBIT 3

MASTER DEVELOPMENT AGREEMENT **DUNLAWTON STORAGE PLANNED COMMERCIAL DEVELOPMENT**

THIS DUNLAWTON STORAGE PLANNED COMMERCIAL DEVELOPMENT AGREEMENT (this "Agreement") is entered into by and between the City of Port Orange, a Florida municipal corporation, having a mailing address of 1000 City Center Circle, Port Orange, Florida 32129 (hereinafter "City"); Janet C. Brickle, an individual (hereinafter "Owner"); and Vanacore Construction, Inc., a Florida profit corporation, having a mailing address of 1451 N. U.S. Hwy 1, Suite 13, Ormond Beach, FL 32174 (hereinafter "Developer"). Parties hereby agree and covenant and bind their successors and assigns as follows:

1. THE PROPERTY:

The property that is subject to this Master Development Agreement (hereinafter "Agreement") consists of approximately 6.21 +/- acres of real property located on Dunlawton Avenue within the municipal limits of the City of Port Orange. The subject property is further described on Exhibit "A", which is attached hereto and by reference made a part hereof (the "Property"). The Property is under unified ownership of Owner, who is a signatory to this Agreement.

2. CONFORMANCE WITH COMPREHENSIVE PLAN:

The City has determined that the Property is suitable in size, location and character for the uses proposed, that the uses proposed meet the needs of the City, and that the uses proposed are consistent with the City's comprehensive plan as of the date of adoption of this Agreement enacting the zoning provided herein.

3. DEVELOPMENT:

The Property shall be developed as an indoor climate controlled and warehouse self- storage facility with outdoor RV and boat storage areas and commercial/professional office space as depicted on the Conceptual Development Plan (CDP) prepared by Parker Mynchenberg and Associates, which is attached hereto and incorporated herein as Exhibit "B" and as more particularly described herein. The development of the Property will require the approval of a site plan application, which shall be reviewed in accordance with this Agreement and the Land Development Code.

4. DEVELOPMENT AGREEMENT AND CONCEPTUAL DEVELOPMENT PLAN:

A. Development of the Property shall be controlled by the terms and conditions of this Agreement and the CDP. The CDP generally depicts the planned layout of improvements to the Property. Collectively, this Agreement and the CDP for the Property may be referred to as the "Plan". In case of conflict between any textual provision of this Agreement and the CDP, the textual provision of this Agreement shall control. If the Agreement is silent regarding a particular subject or requirement, such silence shall not be construed as a conflict with the CDP. Except as otherwise provided in this Agreement, in the event of a conflict between the terms and provisions of the Plan and the City's ordinances, the terms and provisions of the Plan shall control.

If the Plan fails to address a particular subject or code requirements, the requirements of the applicable City ordinance(s) as defined by the City's Land Development Code ("LDC"), shall control.

B. In the event modifications to comply with the LDC are required, and modifications to the CDP are not in conflict with the textual provisions of this Agreement and LDC requirements not superseded by this Agreement, the modifications shall be deemed "minor" and may be approved without formal amendment of this Agreement. All other modification shall be deemed "major" and shall require formal amendment of this Agreement. Minor modifications shall require the written approval by the Administrative Official, who is defined in the LDC. If the Owner is not satisfied with the suggested resolution or the decision of the City Administrative Official categorizing the modifications as minor or major, the Owner may appeal the decision to the Planning Commission. Appeals from the Planning Commission may be made to the City Council.

5. PHASING:

Development may be constructed in multiple phases; any proposed phases must be in compliance with the LDC. Permits for development of phases or sub-phases shall be submitted for approval through the City's Final Site Plan and/or Subdivision Plat and Plan process.

6. PERMITTED USES:

Permitted uses shall be (i) indoor and warehouse self-storage facility (ii) outdoor boat and RV storage as shown on the CDP; (iii) those uses allowed in the City of Port Orange's Professional Office (PO) Zoning District, as they may be amended from time to time and (iv) those uses allowed in the City of Port Orange's Community Commercial Zoning District, as they may be amended from time to time. Development of the property for commercial uses will be limited to 25% of the overall land area – development of the property for indoor and warehouse self-storage uses shall be considered an office use for the purpose of meeting this requirement.

The following uses will not be permitted: funeral home, motor vehicle service station, Assisted Living Facility, Child Care Centers, Nursing Homes, Houses of Worship, Private Schools, Clubs, Lodges and Fraternal Organizations, Convenience store with or without fuel operations, Retail Home Building Materials, Retail Nurseries and Garden Supplies, Athletic/sports Facilities, Theaters, Bars, lounges and nightclubs, Fortune tellers, Astrologers and palm readers, Game/recreation Facilities, Marina, recreational.

7. DIMENSIONAL REQUIREMENTS:

The Property shall be subject to the following dimensional requirements:

Maximum Building Coverage: 30%

Minimum Open Space: 30%

Min Building Setbacks:

Dunlawton Avenue: 50 feet

Oak Street: 50 feet

Side: 10 feet
Maximum Building Height: 45 feet
Maximum Impervious: 70%

8. STORMWATER SYSTEM MAINTENANCE:

Stormwater Facilities and Floodplain Management - Stormwater retention shall comply with the City's LDC and the regulations of the St. Johns River Water Management District. Structures within the Special Flood Hazard Area (SFHA) shall be required to conform with the City's LDC and the regulations of the St. Johns River Water Management District. The property is within the Eastport Business Center Community Redevelopment Area (CRA) District and exempt from the floodplain Compensatory Storage requirements per LDC, Ch. 8, Art. III, Sec. 8(c)(6). The site and building designs shall comply with all other City LDC requirements and the regulations of the St. Johns River Water Management District. The site design shall minimize floodplain impacts.

9. LANDSCAPE BUFFER AND TREE CONSERVATION:

A. All landscape buffers, foundation landscaping, vehicular use/parking landscaping, supplemental landscaping, and tree preservation, shall be developed in compliance with the Land Development Code (LDC). The specimen tree preservation requirement for the project area is 60% in lieu of the 80% required by the LDC, in order to allow for orderly development of the site as illustrated on the CDP. Required mitigation will be upsized replacement trees (14' tall, 4" in caliper at the time of planting) in the Oak Street buffer.

B. Owner shall install the following landscape buffers along perimeter of the property:

- a. Dunlawton Avenue: 20 feet
- b. Oak Street: 50 feet
- c. All other perimeters: 5 feet

10. ARCHITECTURAL DESIGN STANDARDS:

A. All buildings and accessory structures on the Property shall be developed in compliance with the requirements of the LDC.

B. All building and accessory structures constructed within the Property shall be developed consistent with the building elevations by BPF Design Incorporated attached hereto and incorporated herein as Exhibit C. The architectural theme shall be established by harmoniously coordinating the general appearance of all buildings and related structures.

C. All structures within the Property shall complement one another and shall convey a sense of quality and permanence.

D. Screening of the property from adjacent residential uses shall be achieved through the use of screening materials such as a screening wall and/or appropriate landscaping. Where screen is

required abutting building walls, screening may be provided between building walls to provide proper buffering. Screening will be required for areas utilized for RV/Boat storage that are visible from a public right-of-way.

11. ROADS, SIDEWALKS, PARKING, ACCESS AND CONNECTIVITY:

A. Driveway location on Dunlawton Avenue shall be as located as generally shown on the CDP, subject to approval by FDOT. Vehicular access on Oak Street shall not be permitted.

B. Road, drives, and sidewalks within the Property shall be private.

C. Developer of the property will be required to construct any required pedestrian improvements, as generally shown on the CDP, and in accordance with the traffic impact analysis conducted with the site plan application. Developer shall construct a minimum five-foot sidewalk along Oak Street.

D. The parking lot design and minimum parking requirements shall be in compliance with the LDC.

E. Prior to approval of any site plan, the Owner/Developer of the property shall provide the existence of an access easement for the construction and maintenance of an access drive to the Southern Property (Parcel No. 633751000020), recorded in the public records of Volusia County, Florida (the "Easement").

12. PUBLIC UTILITIES AND STORMWATER MANAGEMENT:

A. Public utilities shall be designed to meet the City's specifications and requirements of the LDC and City Standard Construction Details.

B. Stormwater shall be retained on-site unless otherwise specified in herein. The Owner shall comply with the LDC, City Standard Construction Details and the rules and regulations of the St. John's River Water Management District concerning storm water drainage. The Owner shall provide all required easements to the City over the proposed retention area and related stormwater structures.

13. SIGNAGE:

The signage for the Property shall be in compliance with the terms set forth in the LDC.

14. ENVIRONMENTAL CONDITIONS:

A. Both during and after construction, the Owner shall use reasonable efforts to preserve trees and natural vegetation within the Property and maximize protection of natural drainage pathways. The PCD shall comply with the tree preservation requirements of the City's LDC except as specifically provided in this Agreement.

B. The Owner shall comply with all rules, statutes, laws and regulations pertaining to protected wildlife species, including but not limited to the rules and permitting requirements of the Florida Fish and Wildlife Commission. Compliance with the City Environmental Preservation Code may necessitate modification of the CDP.

C. Compliance with the environmental preservation code may necessitate modification of the conceptual plan.

15. EFFECTIVE DATE AND EXPIRATION:

A. This Agreement shall be effective upon recording by the City of Port Orange at the Owner's expense in the public records of Volusia County, Florida.

B. The second reading of the Ordinance shall not take place until the Owner has provided an executed copy of the MDA to the City of Port Orange addressing all issues discussed prior to the scheduled second reading. If there are no additional requirements, corrections, or conditions attached by the City Council at the second reading, the Agreement shall be signed by the Mayor and City Clerk and recorded upon approval by City Council.

C. Development of Phase 1 of the Property shall commence within five (5) years from the effective date of this Agreement and subsequent phases of the Development shall be completed within twenty (20) years from the effective date unless it is extended by mutual agreement of the parties. Failure to comply with the established schedule shall cause the Agreement to lapse. The term "Development" shall have the meaning as set forth in the LDC.

16. AMENDMENTS:

A. Amendments to this Agreement shall not be effective unless in writing and signed by all record title property owners of the land for which the amendment is to be applied, and the City.

B. Before amending this Agreement, the City shall conduct one or more public hearings. At the City's option, one of the public hearings may be held by the Planning Commission.

C. Notice of intent to consider an amendment to this Agreement shall be published by the City, at the Owner's cost, in a newspaper of general circulation and readership in Volusia County, Florida.

D. If applicable, notice of intent to consider an amendment shall comply with the requirements of Section 166.041(3)(c), Florida Statutes, as amended from time to time.

E. The day, time, and place at which the second public hearing shall take place shall be announced at the first public hearing.

F. The notices required above shall specify the location of the Property, the location of that portion of the Property subject to the proposed amendment, the nature of the proposed amendment, and the following information to the extent applicable: Changes permitted,

conditional, and/or prohibited uses proposed, changes in building intensities and/or height proposed.

G. All notices shall specify a place where a copy of the proposed amendment can be obtained.

17. CONFORMANCE WITH LAWS:

The Owner agrees to develop the Property according to all regulations of the City and the requirements of this Agreement to the extent those regulations are not inconsistent with the Plan for the property, and to be bound by all City codes, ordinances and this Agreement.

18. ENFORCEABILITY:

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or otherwise unenforceable, such holding not affect the validity or enforceability of any other provision of this Agreement unless the holding so states.

19. PRIOR AGREEMENTS:

This Agreement represents the complete understanding by and between the parties with respect to the development and continued use of the subject Property. Any and all prior agreements between the parties with respect to any subject comprehended by this Agreement are hereby voided. Any amendment to this Agreement shall be in writing and signed by the City and the owner of the Property.

20. POLICE POWER:

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto attached their hands and seals on the dates set forth below.

Signed, sealed and delivered in the presence of:

**THE CITY OF PORT ORANGE, FLORIDA, a
Florida municipal corporation**

Witness 1

Print Name of Witness 1

By: _____
Donald O. Burnette, Mayor

Attest:

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

Witness 2

Print Name of Witness 2

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 _____, 2021 by Donald O. Burnette, Mayor, of The City of Port Orange, Florida, a chartered municipal corporation, on behalf of the City. They are personally known to me and did not take an oath.

Notary Public

Commission No: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2021 by Robin Fenwick, City Clerk, of The City of Port Orange, Florida, a chartered municipal corporation, on behalf of the City. They are personally known to me and did not take an oath.

Notary Public

Commission No: _____

Signed, sealed and delivered in the presence of:

Janet C. Brickle, an individual (“Owner”)

Witness 1

By: _____

Print Name of Witness 1

Date: _____

Witness 2

[Corporate Seal]

Print Name of Witness 2

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2021, by Janet C. Brickle, referred to in this agreement as “Owner.” He or she is ☐ personally known to me or ☐ produced as identification and did not take an oath.

Notary Public

Commission No. _____

Signed, sealed and delivered in the presence of:

**Vanacore Construction, Inc., a Florida
profit corporation (“Developer”)**

Witness 1

Print Name of Witness 1

By: _____

Name: Scott Vanacore

Witness 2

Print Name of Witness 2

Date: _____

[Corporate Seal]

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2021, by Scott Vanacore of Vanacore Construction, Inc., referred to in this agreement as “Developer.” He or she is ☐ personally known to me or ☐ produced as identification and did not take an oath.

Notary Public

Commission No. _____

Approved as to legal form:

By: _____
Shannon K. Balmer, Assistant City Attorney

EXHIBIT A

Legal Description of the Property

**LOT 3, BRICKLE SUBDIVISION, MAP BOOK 50, PAGE 169 THROUGH 170, VOLUSIA COUNTY,
FLORIDA.**

EXHIBIT B

Conceptual Development Plan (CDP)

DUNLAWTON STORAGE PCD

720 DUNLAWTON AVENUE

CONCEPTUAL DEVELOPMENT PLAN

OWNER:

JANET BRICKLE
168404 CR 49
WELLBORN, FL 32094

SURVEYOR:

SLIGER & ASSOCIATES, INC.
JOE ZAPERT, PLS #4046
321 NOVA ROAD
PORT ORANGE, FLORIDA 32127
(386)761-5385
E-MAIL: jzapert@sligerassociates.com

SITE DESIGNER, ENGINEER & LANDSCAPE ARCHITECT

PARKER MYNCHENBERG & ASSOCIATES, INC.
PARKER MYNCHENBERG P.E. #32645
PARKER MYNCHENBERG L.A. #1553
CERTIFICATE OF AUTHORIZATION #00003910
1729 RIDGEWOOD AVE.
HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114
E-MAIL: info@parkermynchenberg.com

PARKING REQUIRED:

RETAIL = 1 SPACE / 250 SF
10,500 X (1 SPACE / 250 SF) = 42 SPACES
STORAGE = 1 SPACE / 50 UNITS
900 UNITS X (1 SPACE / 50 UNITS) = 18 SPACES

TOTAL PARKING REQUIRED = 60 SPACES

PARKING PROVIDED:

STANDARD.....57
HANDICAPPED.....3
TOTAL.....60

ADJACENT PROPERTY OWNERS:

- 1.....POLITIS LAW FIRM, PA
- 2.....H H HOLDINGS, INC
- 3.....CITY OF PORT ORANGE
- 4.....CITY OF PORT ORANGE
- 5.....UNITED STATES POSTAL SERVICE
- 6.....CHRIS VINSKI
- 7.....KENNETH M JOHNSON, JR
- 8.....JILL A KOURY
- 9.....DAVID L ZIMMERMAN
- 10.....IVELISSE COLON SANCHEZ
- 11.....PAMELA KNOWLES
- 12.....JORGE VEGA GUZMAN
- 13.....MARTA M LAGOMARSINI
- 14.....JUDY L MCDANIELS
- 15.....TERRI K HINKS
- 16.....MICHAEL H ILARDI
- 17.....RITA LOMBARDI

LEGAL DESCRIPTION:

LOT 3, BRICKLE SUBDIVISION, MAP BOOK 50, PAGE 169
THROUGH 170, VOLUSIA COUNTY, FLORIDA

TAX PARCEL NUMBER: 633751000030

SITE AREA = 270,742 SF
RETAIL = 10,500 SF
STORAGE:
1ST FLOOR AREA = 69,226 SF
2ND FLOOR AREA = 25,200 SF
TOTAL STORAGE AREA = 94,426 SF
TOTAL BUILDING AREA = 104,926 SF
F.A.R. = 106,651 SF / 270,742 SF = 0.388

MAXIMUM BUILDING COVERAGE = 30%
PROPOSED BUILDING COVERAGE = 79,726 SF = 29.45%
IMPERVIOUS AREA:
BUILDINGS = 79,726 SF
PAVEMENT / SIDEWALKS = 84,496 SF

TOTAL IMPERVIOUS AREA = 164,222 SF = 60.66%
MINIMUM OPEN SPACE = 30%
PROPOSED OPEN SPACE = 106,520 SF = 39.34%

BUILDING SETBACKS:

FRONT (DUNLAWTON AVE AND OAK ST).....50'
SIDE.....10'
REAR.....25'

LANDSCAPE BUFFERS:

	REQUIRED	PROVIDED
DUNLAWTON AVE.....	20'	20'
OAK ST.....	10'	50'
SIDE (EAST & WEST).....	5'	5'

TREE PRESERVATION CALCULATION:

SITE AREA = 270,742 SF
15% TREE PRESERVATION = 270,742 SF X 0.15 = 40,611 SF
TREE PRESERVATION AREA PROVIDED = 40,615 SF

NOTE:

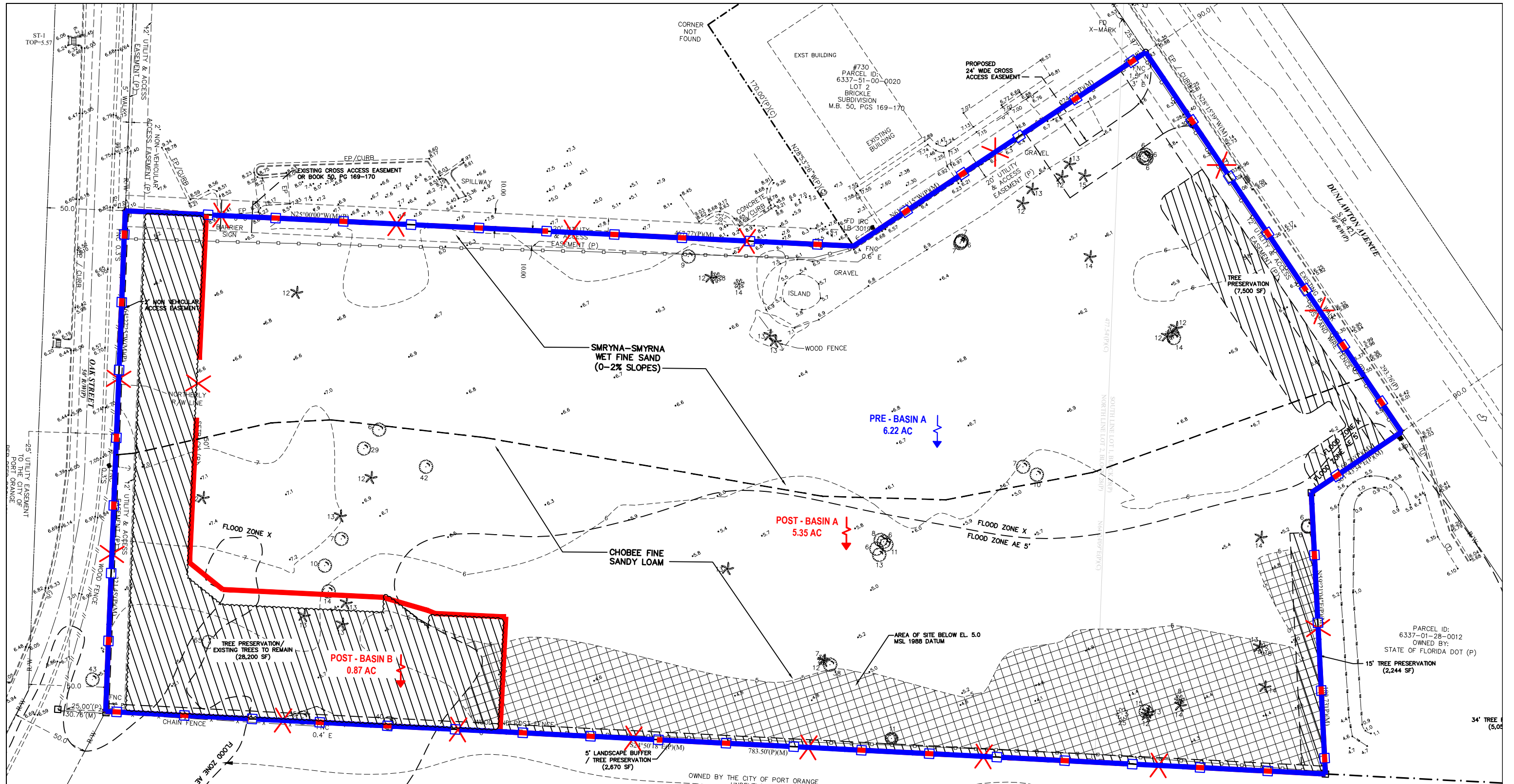
COMPLIANCE WITH THE LAND DEVELOPMENT CODE MAY
NECESSITATE MODIFICATION OF THE CONCEPTUAL PLAN.

PARKER MYNCHENBERG & ASSOCIATES, INC.

PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
CERTIFICATE OF AUTHORIZATION NUMBER 00003910



VICINITY MAP
ZONE: AGRICULTURE



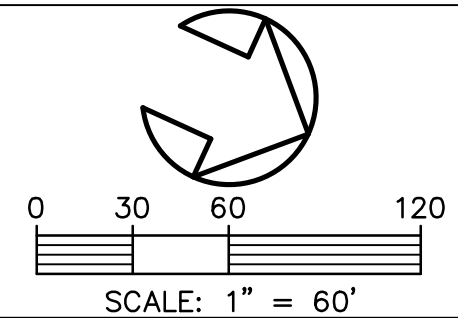
PRE-DEVELOPMENT
BASIN

POST-DEVELOPMENT
BASIN

EXHIBIT B-3

DUNLAWTON STORAGE PCD 720 DUNLAWTON AVENUE CONCEPTUAL DEVELOPMENT PLAN PARKER MYNCHENBERG & ASSOCIATES, INC.

PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
CERTIFICATE OF AUTHORIZATION NUMBER 00003910



3-20-21
REV.4-15-21
REV.6-08-21



STAFF REPORT

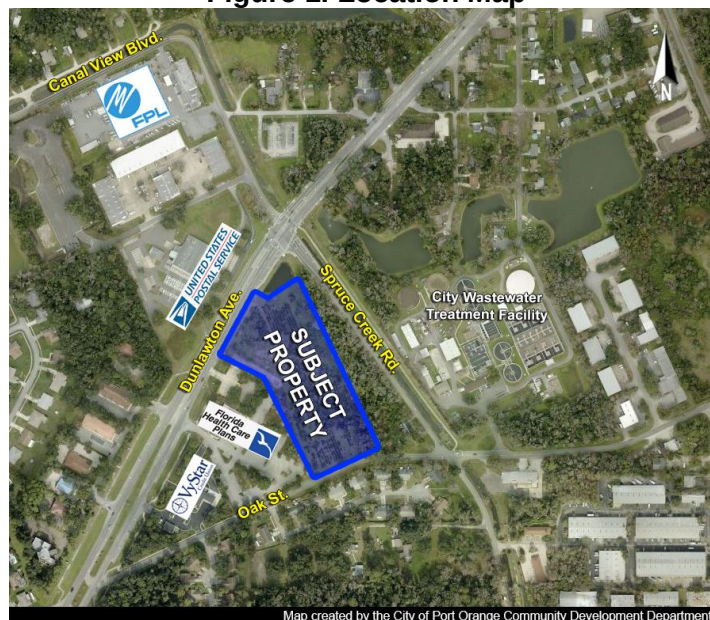
PCD Rezoning and Dunlawton Storage Master Development Agreement and Conceptual Development Plan
CASE NO. 21-65000001

REQUEST:	Rezone ± 6.21 acres from Agriculture (A) to Planned Commercial Development (PCD) and approve the Dunlawton Storage Master Development Agreement (MDA) and Conceptual Development Plan (CDP)
LOCATION:	720 Dunlawton Avenue (Figure 1 - Location Map)
OWNER:	Janet C. Brickle
APPLICANT:	Robert A. Merrill III, Esq., Cobb Cole
STAFF CONTACT:	Gwen Perney, Principal Planner (386) 506-5673
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION:	Recommended Approval 5-0 (June 24, 2021)
CITY COUNCIL:	July 20, 2021

Introduction

The applicant requests to rezone ± 6.21 acres from Agriculture (A) to Dunlawton Storage Planned Commercial Development (PCD) and approval of the Dunlawton Storage PCD Master Development Agreement (MDA) and Conceptual Development Plan (CDP) (Exhibit 1). If approved, the intent is to develop the subject property with a commercial multi-tenant building and self-storage facility including covered RV and boat storage. The subject property is located at the southwest corner of Dunlawton Avenue and Spruce Creek Road. (Figure 1 - Location Map).

Figure 1. Location Map

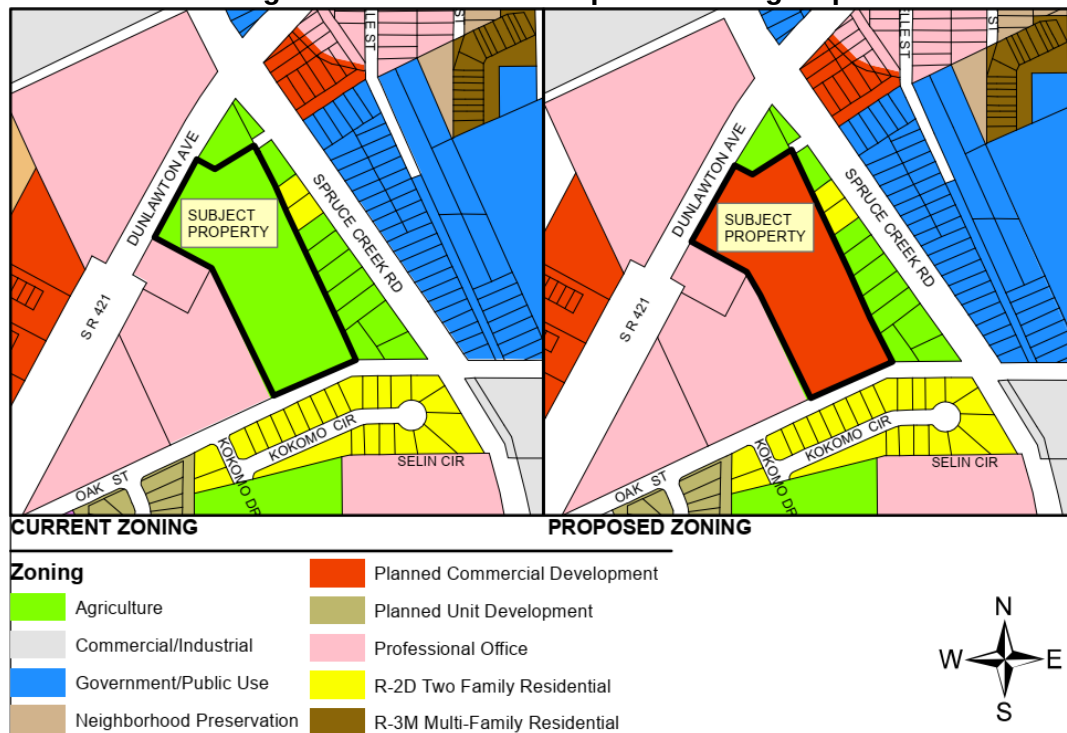


Map created by the City of Port Orange Community Development Department

Discussion

The subject property is located within the Eastport Business Center Community Redevelopment Area (CRA) and zoned Agriculture (A) (Figure 2 – Zoning map). According to the Land Development Code (LDC), the Agriculture (A) zoning district is intended to serve as an interim use until development is proposed as indicated on the City's Future Land Use (FLU) map. The current FLU designation of the subject property is *Office/Residential Transition* and allows for low-intensity commercial, office, and residential development to serve as a transition between residential and commercial nodes. The proposed PCD rezoning, and Dunlawton Storage MDA and CDP is to establish development requirements on the subject property in accordance with the current FLU designation of the property.

Figure 2. Current and Proposed Zoning Map



The existing improvements on the subject property include a gravel parking lot on the west side of the site currently used by employees of the adjacent Politis Law office building, and rows of cedar trees that were planted approximately ten years ago. These improvements are proposed to be removed as part of the proposed site improvements.

According to the applicant, the proposed development will provide needed indoor storage along with covered recreational vehicle (RV) and boat parking to serve new and existing homes within Port Orange. The applicant also states the location of the project was selected due to its proximity to boat ramps on the Halifax River as well as access to major arterial roadways. to reduce RV and boat traffic on the local roadway network.

According to the Land Development Code (LDC), the proposed MDA constitutes a zoning document for the subject property, establishing permitted uses and certain development requirements. An MDA and CDP does not grant approval of any specific

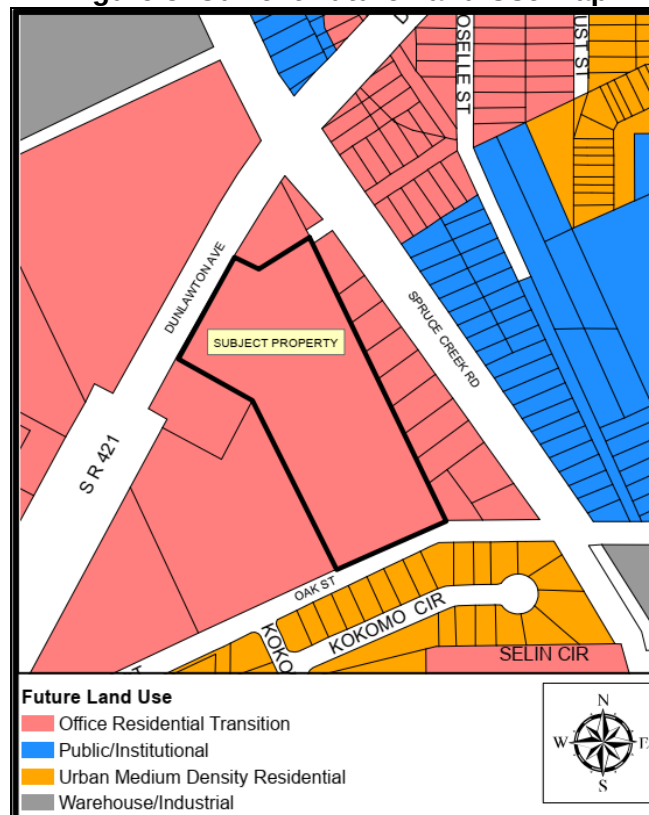
development itself, but rather establishes parameters for how the property can be developed. The CDP is an exhibit to the proposed MDA that includes the dimension requirements, and general location of lots, roads, parking, open space, landscape buffers, utilities, and drainage areas.

Specific site development requirements listed in the MDA and LDC, such as the type and location of trees and shrubs in the landscape buffers, location and size of the stormwater pipes, and water and sewer lines, parking lot design, 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 and construction details. The site plan for the Dunlawton Storage project is required to be designed to meet the requirements of the LDC and the proposed MDA.

Consistency with Comprehensive Plan

The current Future Land Use (FLU) designation of the subject property is *Office/Residential Transition* (Figure 3 – Future Land Use Map). The *Office/Residential Transition* FLU category allows for mixed-use development to serve as a transition between residential and commercial nodes. The *Office/Residential Transition* FLU designation allows office-type uses, houses of worship, residential uses up to 10 units/acre, and low-intensity commercial uses in 25% of the gross leasable area of any office development. The proposed use of the subject property as a self-storage facility and a multi-tenant building for professional office/retail uses is consistent with the current FLU designation on the subject property.

Figure 3. Current Future Land Use Map



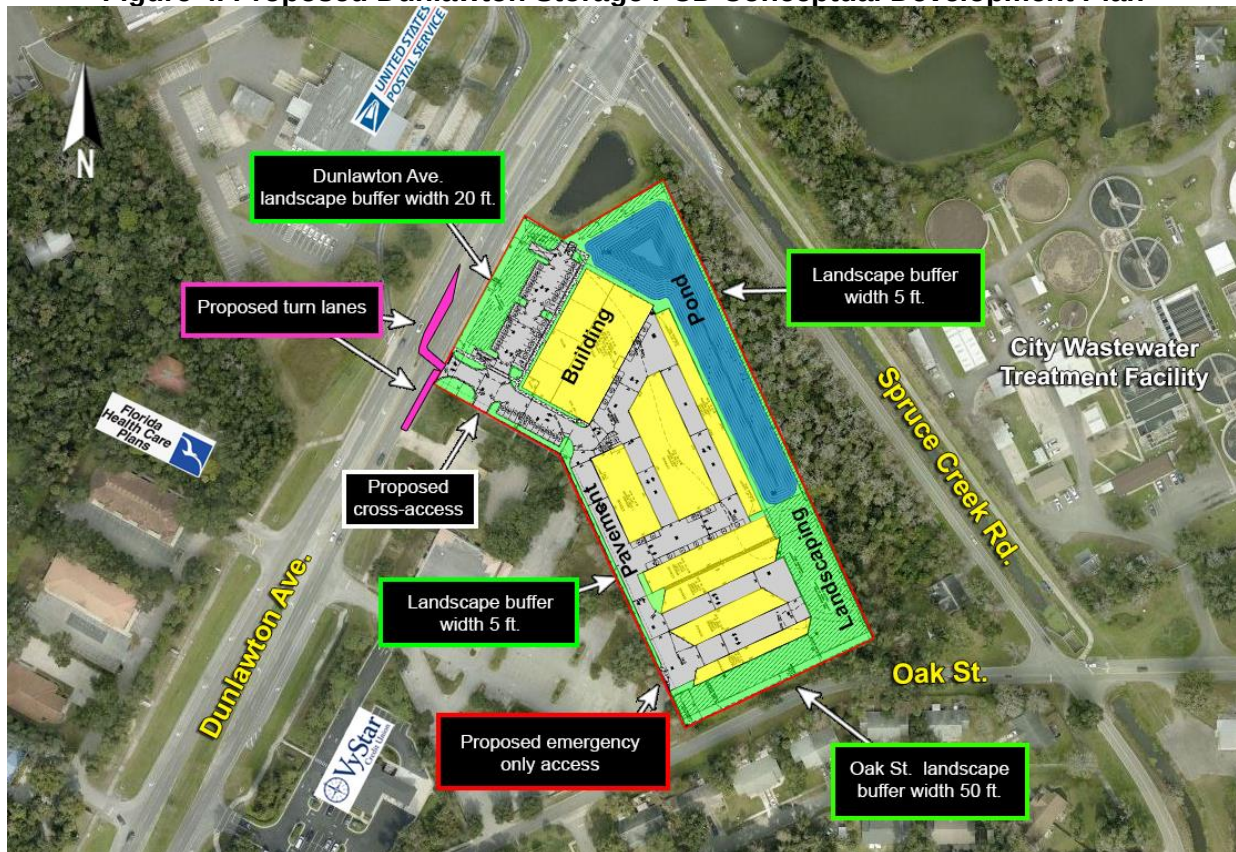
Development Proposal

If approved, the Dunlawton Storage MDA and CDP will provide the regulatory framework for the development of the subject property with a multi-tenant building for office and limited retail uses and a self-storage facility including covered RV and boat storage. The following discussion will focus on the significant aspects of the proposed MDA and CDP.

General Layout

The CDP shows the general layout of the proposed two-story multi-use building with $\pm 10,500$ square feet of office/retail space on the first floor facing Dunlawton Avenue and $\pm 39,900$ square feet of self-storage (1st and 2nd floor), four one-story self-storage buildings in the central portion of the site ($\pm 38,300$ square feet), covered RV and boat storage buildings ($\pm 16,000$ square feet) at the southern portion of the site, stormwater improvements, tree preservation areas, landscape buffers, sidewalks, parking areas, cross access points, and off-site improvements (see - Figure 4).

Figure 4. Proposed Dunlawton Storage PCD Conceptual Development Plan



Dimensional Requirements

The proposed MDA provides the dimensional requirements for the development. The proposed maximum building coverage, minimum open space, building setbacks, and building height are generally comparable to similar City standard commercial zoning districts (see Table 1). The proposed dimensional requirements are equal to or greater than those required in the LDC for a PCD or similar commercial zoning districts.

Table 1. Dimensional Requirements

Zoning District	Maximum Building Coverage	Minimum Open Space	Dunlawton Ave. Setback	Side Bldg. Setback	Oak Street Bldg. Setback	Maximum Height
Proposed Dunlawton Storage PCD	30%	30%	50 ft.	10 ft.	50 ft.	45 ft.
Planned Commercial Development (PCD)	35%	30%	20 ft.	-	10 ft.	45 ft.
Office/Residential Transition (ORT)	35%	30%	20 ft.	10 ft.	10 ft.	45 ft.
Professional Office (PO)	30%	30%	20 ft.	15 ft.	10 ft.	45 ft.

Access and Parking

The PCD property will be accessed from Dunlawton Avenue. As shown on the CDP, a dedicated right turn lane and left turn lane are proposed for vehicles to turn into the site. Access from Oak Street is prohibited in the MDA and CDP and a non-vehicular access easement along Oak Street will be recorded with the site plan. The proposed access into the site and turn lanes is generally consistent with the City's adopted Dunlawton Corridor Plan (Figure 5 – Proposed Access Map).

Figure 5. Proposed Access Map for Dunlawton Storage PCD



The applicant is in discussions with the Florida Department of Transportation (FDOT) about the turn lanes on Dunlawton Avenue for the subject property. Access from Dunlawton Avenue and turn lanes on Dunlawton Avenue are under FDOT's jurisdiction. According to the applicant, FDOT staff approved the eastbound right-turn lane and are still evaluating the request for a westbound left-turn lane. If the left-turn lane is not approved by FDOT, westbound vehicles accessing the site would need to make a U-turn at an existing median opening on Dunlawton Avenue or turn south (left) onto Spruce Creek Road, then turn west (right) onto Oak Street, then east (right) onto Dunlawton Avenue, and travel eastbound to the site. The applicant is requesting FDOT approve the left-turn lane into the site off Dunlawton to not increase traffic along Oak Street or require U-turns to access the site.

Cross-access with the commercial property to the west (Politis Law Office) is proposed along the front of the subject property and with the Florida Health Care site at the rear of the property. The cross-access at the rear of the site will be gated and only used by emergency response vehicles, or if the access points along Dunlawton Avenue are closed due to an emergency.

The proposed parking for the development will meet the parking requirements for self-storage and multi-tenant commercial buildings, standard parking size dimensions, and drive aisle width requirements in the LDC. A 5-foot-wide sidewalk will be built along the subject property boundary on the north side of Oak Street and extend the existing sidewalk. A sidewalk will be provided to connect the proposed development to the existing 8-foot-wide sidewalk along Dunlawton Avenue. There is an existing Votran bus stop in front of the property along Dunlawton Avenue.

Traffic

If the PCD is approved and at the time the site plan is submitted, the proposed development will be required to comply with the City's Concurrency Management requirements in the LDC. Similar to other developments within the City, the developer may be required to enter into a Transportation Fair-Share and Concurrency Agreement with the City to pay for part of the scheduled improvements for any impacted areas.

According to the preliminary trip generation report provided by the project engineer, the proposed development could generate approximately 28 A.M. peak hour trips, 33 P.M. peak hour trips, and 706 daily trips. According to the latest traffic counts for Dunlawton Avenue, there is capacity for traffic estimated to be generated by future development of this property (Table 2).

Table 2. Roadway Capacity for Dunlawton Avenue

Roadway Segment	Maximum Capacity Vehicles per day	Current Vehicles per day	Remaining Capacity Vehicles per day	V/C Ratio*
Dunlawton Ave. – Ridgewood Ave. to Spruce Creek Rd.	39,800	26,500	13,300	0.66
Dunlawton Ave. – Spruce Creek Rd. to Nova Rd.	39,800	33,000	6,800	0.83

Source: Volusia County Traffic Engineering, 2019

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

The current Future Land Use designation (*Office/Residential Transition*) for the subject property allows for uses such as general offices, medical and professional offices, banks, multi-family, and health/fitness clubs, retail sales, personal services, multi-family developments, adult care/retirement facilities, and institutional uses. According to the ITE Trip Generation Manual, 10th Edition, the traffic expected to be generated from the proposed development is less than other uses or combination of uses that could be developed on the subject property according to the current FLU designation.

Landscaping, Tree Preservation and Environmental Protection

The proposed development will comply with the landscaping and 15% tree preservation requirements of the LDC, such as right-of-way buffers, perimeter buffers, foundation plantings, and parking lot plantings. The dimensions of the proposed landscape buffers are as follows:

- Oak Street - Fifty (50) foot wide buffer
- Dunlawton Avenue - Twenty (20) foot wide buffer
- East and West Property Lines - Five (5) foot perimeter buffer

According to the LDC, the required width for the Oak Street right-of-way landscape buffer is ten (10) feet wide. To minimize the concerns expressed by residents at the neighborhood meeting regarding the aesthetics of the buildings, noise, light, and screening, the PCD provides a fifty (50) foot wide right-of-way landscape buffer along Oak Street.

The applicant is requesting a deviation from the LDC to allow for the preservation of three (3) or 60% of the healthy or fair condition specimen trees for this property. The LDC requires that a minimum of four (4) or 80% of the healthy or fair condition specimen trees be saved for this property. According to the Environmental Report submitted with the PCD application, there are seven (7) specimen trees for the subject property but two (2) are dead or deteriorated to a point where death of the tree is imminent. Therefore, there are currently five (5) healthy or fair condition specimen trees on the subject property. The applicant is requesting in the MDA to save 60% or three (3) of the five (5) healthy or fair condition specimen trees in lieu of 80% or four (4) of the five (5) healthy or fair condition specimen trees.

According to the applicant, the central location and proximity of the two (2) specimen trees proposed to be removed and the site geometry did not allow for many options to accommodate the storage buildings, associated parking/drive isles for access and maneuverability, and the necessary preservation area required for the future health of these two (2) trees. The project engineer considered and analyzed other site layouts but believes the proposed layout preserves the most specimen trees and allows for reasonable use of the property. The applicant is not requesting to remove the historic Live Oak tree or other specimen trees located at the southeast corner of the site.

According to the LDC, the applicant is required to save four (4) of the five (5) healthy specimen trees. If the removal of the additional one (1) specimen tree is approved as part of the proposed MDA, the applicant will be required to provide ten (10) upsized shade trees a minimum 14 feet in height and four (4) inches in caliper at the time of planting to mitigate the removal of the specimen trees. These upsized trees are in

addition to the minimum number of trees required on-site. The upsized replacement trees are required to be planted within the 50-foot Oak Street landscape buffer to provide a more impactful buffer along Oak Street across from a residential area as a public benefit for removal of the trees.

There are no wetlands located on site. A formal review of the landscaping, tree preservation, environmental protection requirements will occur with the review of the site plan to verify compliance with the proposed MDA, LDC, County, State, and Federal regulations.

Potable Water and Sanitary Sewer

The subject property will be served by existing City potable water and sanitary sewer infrastructure and will comply with the requirements of the LDC and the City's Standard Construction Details for those utilities. Reclaimed water is available in this area.

Stormwater Management

The stormwater drainage infrastructure for this project will be in the form of a retention pond as generally depicted on the CDP. The stormwater drainage design will be reviewed with the submittal of any site plan for the subject property. Per the City's Land Development Code, the applicant will be required to construct on-site stormwater facilities, designed to accommodate and treat the 25 year, 24-hour storm event, without causing flooding to adjacent properties or polluting the receiving water bodies.

Architecture

The architecture style for the PCD is the Florida Vernacular architecture style. All of the buildings (see Figure 6) in the PCD will be designed to comply with the Florida Vernacular architecture style along with the architectural standards in the LDC for non-residential buildings.

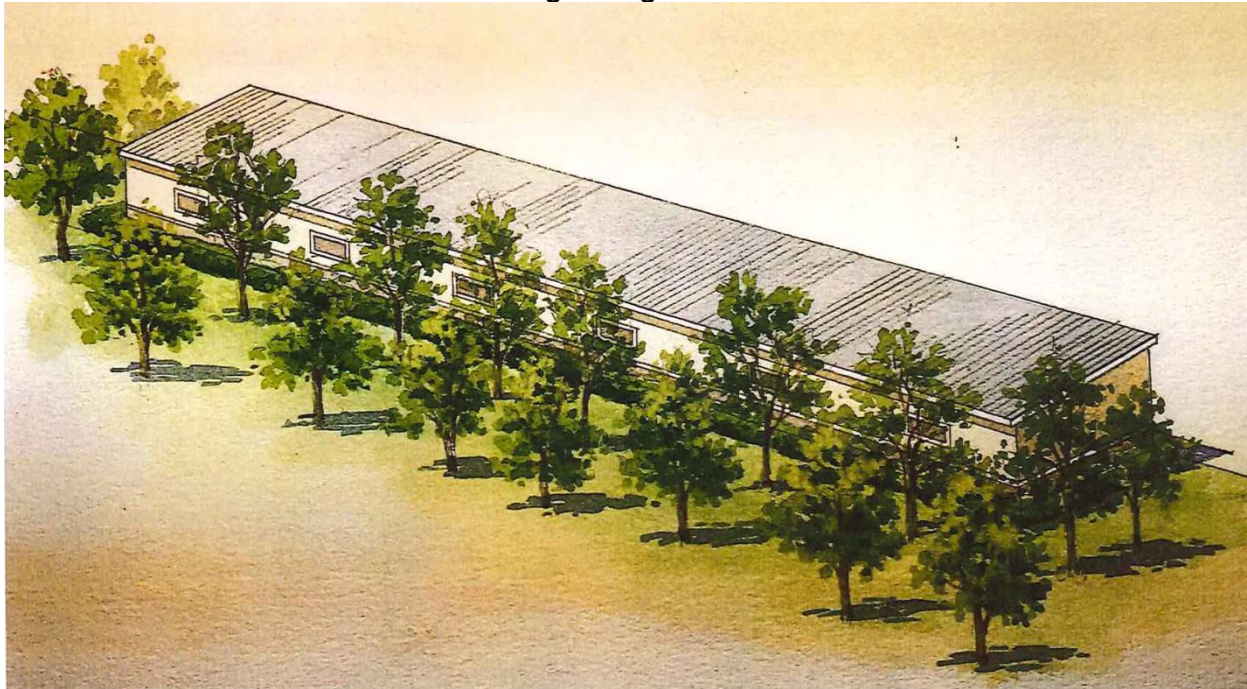
Figure 6. Proposed Architectural Rendering of the Building on Dunlawton Avenue



The building along Dunlawton Avenue will be two stories with retail/office uses on the first floor and self-storage units on the second floor. The self-storage building, and RV and boat canopy storage structures will also be required to incorporate elements (building materials, roof style, and colors) of the Florida Vernacular architecture style.

The design of screening/security walls or fencing will also be required to incorporate elements of the Florida Vernacular architecture style (see Figure 7). According to the MDA, the rear and side elevations of the self-storage buildings that are visible from an adjacent property will be designed to function as a screening wall, similar to other recently approved self-storage facilities in Port Orange. In areas where screening is not needed, a decorative aluminum rail fence and landscaping will be provided for security.

Figure 7. Proposed Architectural Rendering of the Rear Elevation of Self-Storage Building facing Oak Street



Site lighting will be reviewed with the site plan submittal and any proposed lighting will be required to face internal to the site and be fitted with glare guards to provide full cut-off of light at the property line. The applicant has stated any security cameras attached to the light poles or buildings will face internal to the site.

Public Notice

A Public Notice sign was posted on the site on March 26, 2021. A neighborhood meeting with the adjacent property owners was held by the development team on May 10, 2021. General concerns included project access, gopher tortoise relocation, aesthetics of the back of the buildings along Oak Street, and lighting and security camera locations. According to the applicant, the development team worked with the adjacent residents to address or minimize their concerns expressed at the neighborhood meeting. Staff has not received any additional inquiries regarding the project since the neighborhood meeting.

Recommendation

Staff recommends approval of the request to rezone ±6.21 acres from Agriculture (A) to Dunlawton Storage Planned Commercial Development (PCD) and approval of The Dunlawton Storage PCD Master Development Agreement (MDA) and Conceptual Development Plan, subject to approval of the following policy issue:

1. Allow for the preservation of three (3) or 60% of the healthy or fair condition specimen trees for this property in lieu of the minimum four (4) or 80% of the healthy or fair condition specimen trees be saved for this property along with the planting of ten (10), 14-foot tall, 4-inch caliper shade trees, within the 50-foot Oak Street buffer.

Attachments

Exhibit 1 – Dunlawton Storage PCD Master Development Agreement and Conceptual Development Plan



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 7/20/2021

Consent item: Yes

SUBJECT: (I20) Request for a Waiver of Species of Animals

DEPARTMENT: Police Services

GOAL: 3 - Quality of Life, 1 - Public Safety

RECOMMENDED MOTION: Move to approve the request for a waiver with the Animal Control Authority's recommended conditions and safeguards.

SUMMARY: Lyssa & Robert Baca, property owners of 5234 Bear Corn Run, are requesting a waiver to keep a mini pot-belly pig. The HOA has approved the owners' request as they do not feel that the animal will be a nuisance to the community.

City Ordinance 10-12 Limitation of Number of Animals allows residents to have up to fourteen (14) animals that belong to the species of animals listed in the ordinance. Those species are dogs, cats, rabbits, guinea pigs, ferrets, geckos, iguanas, specific birds, gerbils, hamsters, mice, aquarium fish, aquarium amphibians, aquarium reptiles, livestock, and horses, all under specific requirements.

Section 10-12 (g) provides that "any person may apply for a waiver from the limitation on the maximum number of animals ***and/or species of animals listed in this section by filing a written request with the animal control authority.***"

The owners, the Bacas, have requested a waiver based on animal species (pot-belly pig). The animal in question is a mini pot-belly pig, which is 3-months old and currently weighs 15 lbs. The animal may grow to approximately 100 lbs. to 150 lbs. (Any pig less than 350 lbs. is considered miniature). The family also owns three dogs, one cat, one ferret, four fish, and two snails which is within the parameters outlined in the current ordinance. The family resides in the Hawk Preserve neighborhood, and the Hawk Preserve HOA has approved their request to house the pot-belly pig. According to the Community Development Department staff, the lot size at 5234 Bear Corn Run is 50 feet X 125 feet (0.14 acre).

Section 10-12 (i) identifies five (5) factors to be considered when reviewing a waiver request. Those factors are:

1. Conditions of confinement of the animal, including but not limited to sanitation and security;
2. The proximity of the animal to adjacent residential property;

-
3. Impact of the animal on surrounding property and residents;
 4. Nuisance or disturbance to the public caused by the animal; and
 5. Interest of the public health, safety, and welfare.

An inspection of the home and property was completed on April 16, 2021, by the Port Orange Animal Control Officer (ACO). The ACO observed the following as it relates to the above-listed factors:

1. A fence secures the residence's backyard and restricts the pig inside the yard (see photos). The fence allows the neighbors to see the yard and pig if it is kept outside. The yard is kept free and clear of feces.
2. There is a minimum of ten feet between the homes on each side of 5234 Bear Corn Run, and the residence backs up to a retention pond. The residence is in the middle of a subdivision with similar lot sizes; see attached Google Maps image of the subdivision.
3. There does not appear to be a current impact on the surrounding property and residents. The City has not received any complaints. It is important to note that it is unknown how large the pig will grow, even with careful control of the diet and most literature states that "pigs require daily exercise so they don't become bored, which could lead to destructive or aggressive behavior," according to Management of Pot Belly Pigs by D. Bruce Lawhorn, DVM, MS. However, the neighbors and the HOA have approved the request to allow the Bacas to have a pot-belly pig. The HOA letter is attached.
4. The ACO noted that the pot-belly pig was "relatively quiet" and was not emitting any odors. The animal uses the backyard to relieve itself, and the family picks up and disposes of any animal feces and/or animal waste. As it grows, the pig may become more vocal and squeal, creating a nuisance or disturbance to others, albeit unknown at this time. Also, according to the British Columbia Society for the Prevention of Cruelty to Animals (BCSPCA), pigs can be "very vocal," and pig manure emits a powerful odor (more pungent than cow and horse manure). However, the Bacas have indicated that they will continue to maintain the yard free and clear of feces and animal waste and there have been no noise complaints.
5. The ACO inspection did not reveal any odors inside or outside the home at this time. The Bacas had the pig's tusks removed through surgery; the pig was neutered and implanted with a microchip. The pig is up to date with vaccinations. The Bacas have agreed to keep the pig up to date with vaccinations and maintain proper care. At full size, the pig will be no different in size than a full grown large breed dog. As previously noted, there have been no complaints and the HOA and neighbors have approved.

Staff recommends approving this waiver for the mini pot-belly pig with the following conditions 1) the pig is always provided necessary care, the standard veterinary shots are kept up to date, and the pig maintains reasonable weight, 2) that there will be adequate confinement, the Bacas will maintain a secure fence so that the pig cannot escape and the Bacas are able to combat any rooting behaviors, 3) the Bacas shall conduct regular maintenance of the yard to keep it free and clear of feces and/or animal

waste, and 4) the Bacas will remedy any behaviors that may develop in the future that create a nuisance and/or affect the public health, safety and welfare including, but not limited to, any noise issues.

If the waiver is granted, the waiver of the species is only for this particular mini pot-belly pig (Groot) and would not allow for any additional pigs.

Project No.: N/A

Funding Account No.: 0

Presenter: William Proctor

ATTACHMENTS:

1.	Species Waiver presentation - Groot	Species Waiver - Groot -rev.pptx
2.	Request for Waiver-Bear Corn Run 2021	Variance-Bear Corn Run 2021.pdf
3.	HOA Approval Letter	HOA Approval Letter.pdf
4.	Yard picture 1	IMG_0273.JPG
5.	Yard picture 2	IMG_0272.JPG
6.	Yard picture 3	Fence Yard.JPG
7.	5234 Bear Corn Run - Google Maps	5234 Bear Corn Run - Google Maps.pdf
8.	Google Image Pot Bellied Pig	Google Image Pot Bellied Pig.pdf
9.	Article 1	Article 1.pdf
10.	Article 2	Article 2.pdf

Beth Unruh
William Proctor
Carly Meek
Wayne Clark
Robin Fenwick

Created/Initiated - 6/23/2021
Approved - 7/1/2021
Approved - 7/7/2021
Approved - 7/14/2021
Final Approval - 7/14/2021

Species Waiver

City Ordinance 10-12
Limitation on Species

City Ordinance 10-12 (g)

Information

- ◆ Name and address of the owner of the animal
 - ◆ Lyssa and Robert Baca - 5234 Bear Corn Run
 - ◆ Mr. and Mrs. Baca do own the home
- ◆ Description of the animal
 - ◆ White and black pot-belly pig named Groot
- ◆ Number of animals
 - ◆ Mr. and Mrs. Bacca also own 3 Chihuahuas, a cat, a ferret, and some fish and snails, all of which appear healthy and are of appropriate weight
- ◆ Justification for the waiver
 - ◆ Mr. and Mrs. Bacca wish to have Groot as a personal pet



City Ordinance 10-12 (i)

Considerations

- ◆ Conditions of confinement of the animal, including but not limited to sanitation and security
 - ◆ Yard is currently maintained free and clear of feces and has a secured fence for adequate confinement
 - ◆ Conditions would be to continue to maintain the secure fence so Groot cannot escape, regular maintenance of the yard to combat any rooting behaviors and keep the yard free and clear of feces
- ◆ Proximity of the animal to adjacent residential property
 - ◆ Bear Corn Run is in a subdivision with ample space between homes
 - ◆ This address backs up to a lake, so only immediate neighbors on two sides
- ◆ Impact of the animal on surrounding property and residents
 - ◆ There appears to be no impact on surrounding properties or residents
 - ◆ Animal control officers spoke to surrounding neighbors who advised that they have no issues with Groot
 - ◆ Animal control obtained approval from the HOA President via phone in April 2021
 - ◆ HOA provided an approval letter on 6/20/2021
- ◆ Nuisance or disturbance to the public caused by the animal
 - ◆ Groot is relatively quiet and is emitting no odors
 - ◆ Owners have indicated that they will continue to keep the yard maintained and free and clear of feces
- ◆ Interest of the public health, safety, and welfare
 - ◆ Owners will remedy any behaviors that may develop in the future that create a nuisance and/or affect the public health, safety and welfare including any noise issues
 - ◆ There have been no complaints and the neighbors and HOA have approved

City Ordinance 10-12 (i) & (j)

Considerations, Conditions and Safeguards

- ◆ Interest of the public health, safety and welfare (continued)
 - ◆ Groot appears happy and healthy and is adequately confined. All the animals in the home appear happy and healthy.
 - ◆ There are no odors inside or outside the home.
 - ◆ At full size, Groot will be no different than any large breed dog. Weight can be 100-150 lbs (same as a large breed dog)
 - ◆ Groot is up to date on vaccinations as of 4-21-2021
 - ◆ Groot has been neutered and implanted with a microchip, had his hoofs trimmed and his tusks removed during his neuter surgery
 - ◆ There is no apparent negative impact to the public health, safety and welfare
- ◆ Condition and Safeguard-Groot shall have all standard veterinary shots for his species and maintain reasonable weight.
 - ◆ Owners shall maintain all veterinarian recommended shots and necessary care for the life of Groot
- ◆ Condition and Safeguard-Adequate confinement
 - ◆ Owners shall keep a secure fence so Groot cannot escape and maintain it to combat any rooting behaviors
- ◆ Condition and Safeguard-Nuisance issues
 - ◆ Owners will remedy any behaviors that may develop in the future that create a nuisance and/or affect the public health, safety and welfare including any noise issues
 - ◆ Owners shall conduct regular maintenance of the yard and keep it free and clear of feces and/or animal waste

Recommendation

- ◆ Animal control recommends approval of the waiver, for the duration of Groot's life, subject to the aforementioned conditions and safeguards.



PORT ORANGE POLICE DEPARTMENT

Chief of Police Thomas R. Grimaldi



REQUEST FOR WAIVER OF LIMITATION ON THE MAXIMUM NUMBER OF ANIMALS AND/OR SPECIES

Please attach HOA/POA approval, if applicable, and any documents that you would like the City Council to consider.

In accordance with the Code of Ordinances of the City of Port Orange ("City Ordinances") Section 10-12 (G) the Owner(s) hereby requests a waiver from the maximum number of animals and/or species to be reviewed by City Council in accordance with Section 10-12 (H-J) City Ordinances.

Address of the property where the animal(s) would be kept:

5234 Bear Corn Run Port Orange 32128

Name of the owner of the animal(s) and mailing address (if different):

Lyssa and Rob Baca

Name of the property owner where the animal(s) would be kept:

Lyssa and Rob Baca

Description and species of each animal(s): mini pot Belly Pig

pink w/ Black and Grey spots 3mo old about 15lbs

Number of animal(s):

3 chihuahuas, 1 cat, 1 ferret, 1 skinny pig, small fish

Justification for the waiver:

Groot was adopted from Halifax. We got approved by the HOA and didn't think about getting the City's approval over our excitement. He has bonded with us and the dogs, he seems very happy here and it would be devastating to us to have to return him to the shelter where he was clearly very scared. We have grown to love him and would like to keep him. We have done some fostering previously for Pawabilities too.



PORT ORANGE POLICE DEPARTMENT

Chief of Police Thomas R. Grimaldi



By signing this request for waiver, you acknowledge that you understand the waiver will be reviewed and either granted or denied by City Council pursuant to Section 10-12 (H), City Ordinances. If the waiver is granted, the waiver shall only apply to the specified animal and shall not be transferred to any other animal. By signing this waiver, you acknowledge that, if the request is granted, you will comply with all conditions and safeguards imposed and shall notify the animal control authority immediately upon the death, relocation, sale or transfer of such animal.

Animal Owner signature:

Lynn Baca

Date: 4/3/21

Animal Owner signature:

Robert A. Baca 4/3/21

Date:

Property Owner signature:

Lynn Baca

Date: 4/3/21

Property owner signature:

Robert A. Baca 4/3/21

Date:

To whom it may concern,

We are requesting a waiver from the City of Port Orange to have a Pig as a house pet. It was already approved by our HOA and I have included the document stating the pig was approved as well as a letter from the HOA President.

Robert and Lyssa Baca
5234 Bear Corn Run
Port Orange, FL 32128

We are in Hawk Preserve off of Williamson and McGinnis

Originally, we were wanting a Juliana Pig, however, we were able to find a Pot Belly pig to adopt. He is 3 months old and about 15 lbs currently. We would much rather adopt an animal than purchase one. This particular pig species can weigh anywhere between 70– 150 lbs. And the height would be between 14 to 20 inches at the shoulder. We would regulate the diet to keep him at a reasonable weight. We will get him Neutered as well as his tusks removed and any vaccines that he requires. We found a vet in Deland that care for livestock that we will be taking him to. Once he gets bigger, this vet is also mobile as well.

Our current number of animals are 3 dogs, 1 cat, 1 Ferrett, 1 skinny pig, and some small freshwater fish.

I grew up in Conifer Colorado next to a neighbor that had a very large farm and I would spend quite a bit of time over there. During my time over there, I have grown very fond of pigs. Her pigs were house pigs as well as outdoor pigs. Hers however, were the very large farm pigs which ours will not be a farm pig. Pigs are very intelligent and clean when not living as an outdoor farm animal that is raised for slaughter. I know how to care for them and my husband and I have done some research so I can brush up on the care since it has been a while. Our justification is we believe a pig would be a wonderful addition to our family. Since we have 3 small dogs, he would not be without playmates. Pigs can be very loving and fun to be around. He will be very loved and very well cared for. He will have time outside, going for walks on a leash and harness, and will have plenty of playtime with blankets to root in. Thank You for your time and consideration of our Pig.

Robert Baca – 720-324-0199 rabaca13@gmail.com
Lyssa Baca – 720-327-7214 lyssa08.lc@gmail.com

ARB Request

Submitted and Received on 12/11/2020

Name of Association

Hawks Preserve at Port Orange Plantation

Property Owner Name

Lyssa Baca

Property Owner Unit Address

5234 bear corn run
Port orange, Florida 32128
United States

Property Owner Mailing Address

5234 bear corn run
Port orange, Florida 32128
United States

Owner Phone Number

(720) 327-7214

Owner Email Address

lyssa08.lc@gmail.com

Project Description

Good Afternoon,

I had a question regarding pets in the bylaws
It was confusing to me so I contacted Martin and he said to fill out an ARB request to be safe. My question is regarding whether or not I can have a mini pig called a Juliana Pig. The pig would be an indoor animal treated the same as a dog. There will be no indications on the outside of a farm look as again, the pig will be indoors as well as taken for walks just like a dog. She will be let out into the backyard to relieve herself just like a dog as well. Juliana pigs get about 100 lbs with a regulated diet. They can get bigger if you do not know how to regulate their diet. I had seen in the bylaws something about livestock. Although a pig is probably considered livestock normally, I myself would not consider it livestock in this situation since it will be an indoor pet and I am not maintaining or creating an outdoor farm..

Type of Project

Other

Other Proposed Improvement**Comprehensive Description of Proposed Improvement**

Not submitting request for home improvement. I have provided a picture of my request to give an idea of what a Juliana pig is looks like.

File Upload

- [Screenshot_20201211-111306_Chrome.jpg](#)

**Hawks Preserve at Port Orange Plantation Homeowners Association, Inc. c/o Artemis
Lifestyle Services, Inc.
1631 E. Vine Street, Suite 300 | Kissimmee FL 34744
Customer Care: (407) 705-2190**

Date: 12/14/2020 9:13:29 AM

Project Ref: [57397253] 5234 Bear Corn Run

Robert Allen & Lyssa Erin Baca
5234 Bear Corn Run
Port Orange FL 32128

RE: Hawks Preserve at Port Orange Plantation HOA

indoor pig

Dear Robert Allen & Lyssa Erin Baca,

Please be advised that the Architectural Review Committee for the above referenced community association has recently reviewed and approved your request for architectural approval as submitted and as referenced above. Construction of the subject modification may commence subject to the following guidelines:

- Any material changes or alterations of the construction plans which occur during construction must be approved in writing prior to the commencement of such changes.
- Inspection of the subject alteration may be conducted at any reasonable time during construction to verify compliance with the approved construction plans and with the criteria set forth in the restrictive covenants.
- Any common areas damaged as a result of this above modification must be promptly and completely restored to their original condition.

The primary intent of the Architectural Review Committee is the review of all modifications of any type to any home or lot located within the community. This review is conducted to ensure that the proposed modifications conform to the current minimum standards and architectural criteria set forth by the restrictive covenants for the community. The respective community governing entities do not review, and therefore assume no liability or responsibility for design deficiencies or for latent defects including:

- Structural adequacy, capacity, integrity, or safety of the proposed modification including, but not limited to adequate means of egress, fire control systems, etc.
- Lot drainage or runoff capacity or any adverse drainage or storm water function caused by the construction of the proposed modification.
- Adverse soil conditions including non-compactable or unstable soils.
- Compliance with the zoning or building codes or ordinances of any municipality or authority.

Thank you for your cooperation with this important process. If you have any questions,

please feel free to contact our office at (407) 705-2190 or by email
at jconnolly@artemislifestyles.com or visit our website at www.artemislifestyles.com.

Sincerely,

Hawks Preserve at Port Orange Plantation Homeowners Association, Inc.

March 20, 2021

To whom it may concern:

I am writing regarding the request for an indoor pet pig by Robert and Lyssa Baca, homeowners at **5234 Bear Corn Run Port Orange, FL 32128** of Hawks Preserve at Port Orange Plantation. We just wanted to inform you that our architectural review committee has approved the request, and that we do not think the pig will be a nuisance in our community.

If you have any questions, please do not hesitate to contact me at 786-333-6619 or at smontoya15@gmail.com

Attentively,



Sarah Perez-Montoya
Hawks Preserve at Port Orange Plantation
HOA Board President

June 20, 2021

To whom it may concern:

My name is Sarah Perez-Montoya, I am the president of the Board of Directors at Hawks Preserve at Port Orange Plantation. I am writing regarding the request for a pot belly pig by Robert and Lyssa Baca, homeowners at **5324 Bear Corn Run Port Orange, FL 32128**. Our HOA has approved the request. We do not believe that the pot belly pig will be a nuisance in our community, and we are aware of how big the pot belly pig may get.

If you have any questions, please do not hesitate to contact me at (786) 333-6619 or by email at smontoya15@gmail.com

Attentively,



Sarah Perez-Montoya

Hawks Preserve at Port Orange Plantation

HOA Board President

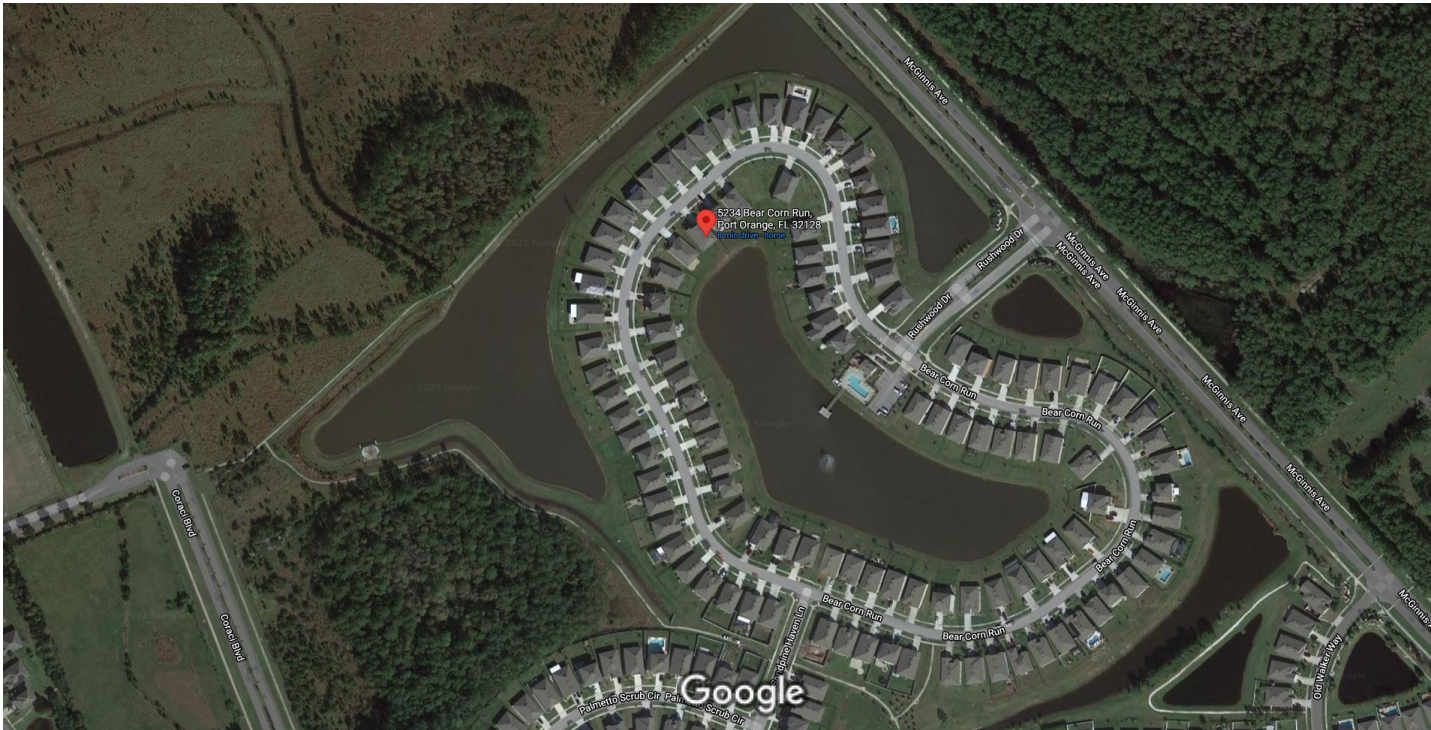






Google Maps

5234 Bear Corn Run



Imagery ©2021 Maxar Technologies, U.S. Geological Survey, Map data ©2021 100 ft



5234 Bear Corn Run

- 

Directions
- 

Save
- 

Nearby
- 

Send to your phone
- 

Share

- 

5234 Bear Corn Run, Port Orange, FL 32128
- 

4W9V+M6 Port Orange, Florida

Photos





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[BC SPCA \(https://spca.bc.ca\)](https://spca.bc.ca) > [News Stories \(https://spca.bc.ca/news/\)](https://spca.bc.ca/news/) > 12 Things to know before adopting a mini pig

12 Things to know before adopting a mini pig

July 8, 2020

Mini pigs have experienced a surge in popularity over the past few years. But are mini pigs real? “Mini pigs” is a term used to encompass any smaller breed of pig, and is often substituted with other terms like “micro-pigs,” “pocket pigs,” and “teacup pigs.” They are not a distinct breed, but rather can be a variety of breeds and mixes of breeds that have been selectively bred to be smaller in size.

Meghann Cant, Manager of Companion Animal Welfare Science and Policy for the BC SPCA, understands the appeal. “There is no denying how cute they are. Pigs are intelligent, curious and affectionate animals,” she says. However, Cant warns against mistaking them for easy-to-care-for house pets. “How many will still be cherished pets a year from now?”

Wondering if mini pigs are good pets? If you are considering a pet mini pig, here are a few things to consider first:

1. Is it legal?

Keeping farm animals within city limits is against the law in many municipalities. Many people get a mini pig only to later realize it's not allowed in their city. These people are then faced with a choice: move or find a new home for their pig.

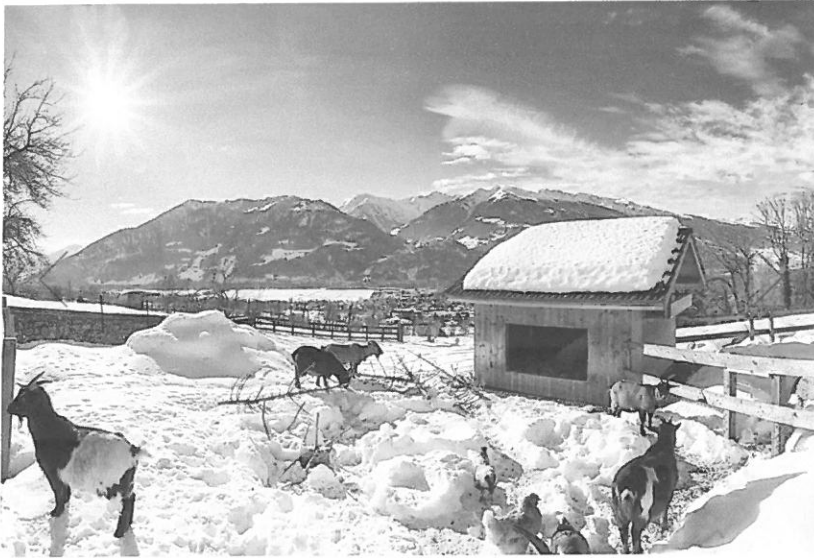
“Pigs are not easy to place,” Cant says. “People soon discover that hobby farms and rescue groups have little or no capacity to take on more pigs.” Zoning restrictions is one of the main reasons why pet pigs end up in search of a new home.



2. How big do mini pigs get? Are there any pigs that stay small?

Another common reason pet pigs are surrendered is because they grew larger than expected. “Words like ‘micro’ and ‘teacup’ are misleading,” Cant says. Many pigs sold as pets are young, even newborn, and have yet to reach their full size and weight, which can be substantial. “Not many homes can accommodate a pet that size,” says Cant.

Be sure to ask the age of the parents if the breeder shows you pictures, or better yet, ask to meet the parent pigs. “Sometimes breeders show people how small the parent pigs are when the parent pigs are not yet full grown themselves,” says Cant. By three to six years of age, pigs are fully grown. Any younger, and they probably won’t be.



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When a goat, sheep, duck, pig, llama, or alpaca enter our care, we need to provide specialized care to meet their needs. This gift provides a safe and comfortable place to rest, nutritious meals, as well as love and attention for these unique animals.

There are many breed of pigs sold as “mini pigs,” including the Kunekune, Juliana and Pot-bellied pig. However, even the smallest breeds of pigs will not remain very small. According to the American Mini Pig Association, a standard mini pig can range from 35 – 50 cm tall and can weigh between 50 – 150 pounds full grown. That is as tall as a border collie, and can be as heavy as a St. Bernard! Any breed of pig that weighs under 350 pounds is considered a “miniature pig.”

If your “teacup” pig is actually a standard farm-breed pig, it will grow even heavier and up to three times as tall. Mature females can be over 700 pounds and males even larger: possibly over 1,000 pounds! “Be aware that whatever you adopt, it will never fit inside a teacup,” says Cant. It may not even fit in your car!

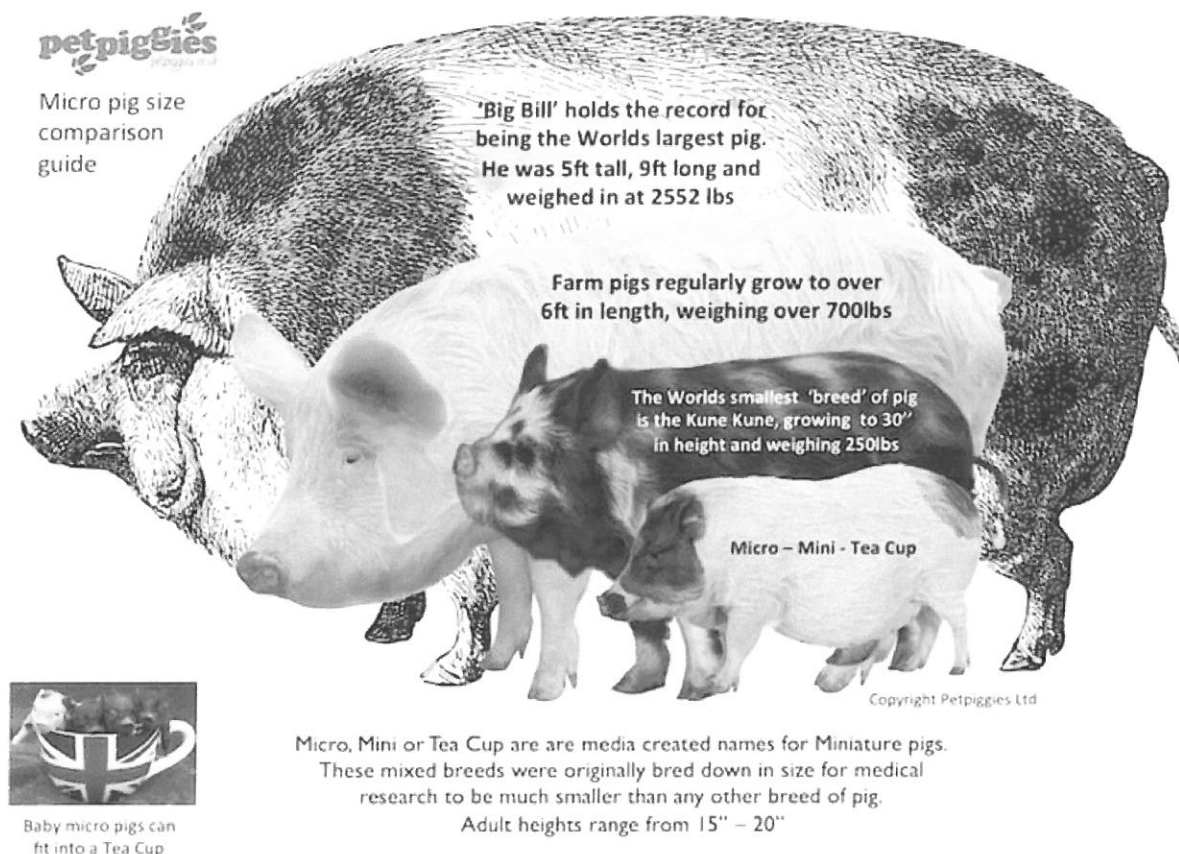


Image source: Petpiggies Ltd.

3. What type of housing do pigs require?

Think pigs are easy to care for? Check out the **Code of Practice for the Care and Handling of Pigs** (<https://www.nfacc.ca/codes-of-practice/pigs>). This 70-page book only covers the *minimum* requirements for caring for pigs.

Some aspects of the urban environment are not compatible with keeping pet pigs. "People often expect owning a pet pig to be similar to that of owning a dog," says Leiki Salumets, Manager of Equine and Farm Animal Care for the BC SPCA. While, in some ways, pigs are similar to dogs – they can be house-trained, for instance – they have other needs that are difficult to meet in a home setting.

"Pigs are very curious animals, and enjoy an environment where they can explore, root around with their snouts and manipulate objects. Some dog toys are not an appropriate choice for pigs, as pigs can often easily destroy and consume them, which poses a risk to their health. Other objects in your home may be the target of their curiosities as well," says Salumets. Suitable pig toys include anything that can be manipulated but not easily destructible, safe if consumed, and provides a challenge or results in a reward (e.g. a food treat) when the pig plays with it.

Without opportunities to perform normal pig behaviours, pigs will become bored and create their own fun in the house, often by rooting through cupboards, tearing apart couches and knocking over tables. Pigs are best suited to an outdoor environment that provides them with lots of space to carry out these activities safely.

Outdoors, you will need to provide them with shelter, as pigs are susceptible to cold and hot temperature extremes. Many people are unaware that pigs don't sweat, they are prone to insect bites and parasites and they can get sunburnt. A wallow (i.e. a shallow mud pit) is very beneficial. It cools them off on hot days, and acts as an insect repellent, sun screen and skin conditioner, as pigs are prone to dry, flaky skin.

Appropriate fencing must be used to enclose their outdoor area, as pigs are very strong and can uproot it, push it over and even dig underneath it if not properly secured. You will also need to consider protecting your pig from predators like coyotes, wolves, big cats, bears, or even loose dogs.

One final thought to consider is how your pig will be housed and cared for while you are away from your home for extended periods of time. Do you know someone you can trust with the care of your pig?



4. Are pigs compatible with other pets?

As with any pet, pigs may or may not get along with other animals in the household. In general, pigs and cats tend to live peacefully together. Dogs and pigs, on the other hand, are an unpredictable combination, mainly because dogs are a large predator species and pigs are naturally a prey species. This may lead to unwanted bullying of your pet pig.

“Dogs have been known to attack pigs – even ones they have lived with for a while,” says Cant. “Pigs can also behave aggressively towards dogs, especially when food is involved.” Interactions between the two should always be supervised.

Though pigs may not get along with other pets, Cant notes that they are very social animals and should be housed with other pigs.

5. Pig nutrition

Pigs are omnivores and need a balance of vitamins, minerals, proteins, fiber and carbohydrates. “Mini pig” feed can be purchased at feed stores, but it is not always easy to find, and the feed that pet pigs require is different from that of farm pigs.

Pigs really enjoy a variety of vegetables and fruits in their diet. They can eat some human food scraps and leftovers as long as they are not spoiled or toxic to pigs. Just like in humans, some foods can cause digestive issues in pigs and some are more sensitive than others. Even if you are providing fresh produce for your pig, feeding your pig only human food is not ideal, as it is not guaranteed to meet all of their nutritional needs. It is important they still receive pig feed to ensure their nutritional requirements are being met. Dog and cat foods are NOT a good alternative to a quality feed formulated specifically for pigs.



Pigs should always have access to water, and should be fed at least two or three times per day. Pot-bellied pigs consume a few pounds of food per day, but if your teacup pig turns out to be a farm-breed pig, you can expect it to consume as much as four to seven pounds of food per day.

Information on the internet can be very incorrect in regards to feeding pigs. “Some websites state that feeding a pig a reduced amount of food each day will keep it small. But this may result in an underweight pig with developmental and health issues, as the genetics of the pig dictate its skeletal size, not the amount you feed it. If one were to feed their pig such a small amount of food, they would be starving it, resulting in many potential negative implications on its health, including malformed bones, poor hair coat, inadequate brain development and even death. Each pig should be fed a diet specific to its individual needs to ensure adequate health and body condition,” Salumets says.

6. Do you have access to suitable veterinary care in your community?

What is the lifespan of a mini pig? Pigs may live for up to 15 years. During that time you will need to plan for vet visits just like you would with other pets. Pigs require vaccinations and are susceptible to a number of illnesses that humans also get, such as the flu. It is very unlikely a pet clinic will accept pigs. You'll need to find a vet who works with pigs. Tusk trims may also be required.

Because they are prey animals, sometimes pigs try to hide the fact that they are sick or injured. Do you have the knowledge or skills necessary to recognize common symptoms of disease, injury or infection in your pet pig?

7. Should you get a pet pig spayed or neutered?

Mature, intact boars (i.e. male pigs) grow very large and can be aggressive. Therefore, male pigs should be neutered (castrated) as early as possible while they are young. The procedure should only be done by an experienced veterinarian using pain medication. Spaying female pigs is not very common, so you may find it difficult to locate a vet who is willing to perform the procedure.

Depending on the breed, pigs may become sexually mature as early as three to four months of age. If you adopt a male and female together, you will need to neuter your male. Pigs can have litters of up to 14 piglets at a time. While 14 piglets sounds like cuteness overload at first, you will quickly be overwhelmed.



8. How do you transport a pig?

Do you know how to humanely catch a pig and get it into a vehicle? Pigs, like humans, are susceptible to motion sickness and may become nauseous in a moving vehicle. Do you have a vehicle big enough to safely transport your pig, keeping in mind it might get dirty during the trip?

Remember, at minimum, you must abide by the Canadian **Code of Practice for the Care and Handling of Farm Animals: Transportation** (<http://www.nfacc.ca/codes-of-practice/transportation>). Transporting a pig in the trunk of a car or the back of a pickup truck would be unsafe, as would allowing the pig to move about freely inside a moving vehicle.

9. How do you train a pig?

Pigs can be taught like any other animal, in things such as house training, using positive reinforcement. Food rewards go a long way with pigs! However, unlike **puppy classes for dogs** (<https://spca.bc.ca/programs-services/certifications-accreditation/animalkind/animalkind-dog-training/>), there are not a lot of options for pig training classes. This means you will need to be comfortable training your pig on your own. "Pigs are very intelligent animals, and owners must have experience with pigs and a good understanding of pig behaviour, learning theory and humane training methods in order to successfully house train them," says Salumets. It is also important to realize that pig 'accidents' on the floor are much larger, messier and smellier than dogs.

10. Do pet pigs smell?

While pigs are clean animals and typically do not have a body odour, it's important to know that pig manure is very smelly. Most people say it smells worse than horse or cow manure. In other words, expect a few complaints from the next door neighbours. Pigs can also be very vocal – another thing that won't make you very popular if you live close to your neighbours.



11. How much does a mini pig cost?

- Adopting your pet: generally around \$250 – \$500 (breeders may charge up to \$3000)
- Licensing, if required
- Veterinary bills, such as:
 - Vaccinations
 - Parasite treatments
 - Treatments for injuries, illnesses and check-ups
 - Tusk or hoof trims, if needed
 - Spay/neuter
- Food costs, including vitamins, if needed
- Housing, fencing and bedding costs
- Cost of care while you are away on vacation
- Costs of replacing valuables should they get destroyed by your pig

Note: This list is not exhaustive. Other costs not listed here may be incurred as well.

12. What happens to unwanted pigs?

In the end, like so many fad pets before them, it is the pigs who pay the price for their popularity. Well-intentioned but poorly-informed caregivers become overwhelmed and, as a result, many pet pigs are relinquished to shelters, rescues and hobby farms. However, pet pigs can be very hard to re-home, as these groups often have little or no capacity to take in unwanted pigs. You may be left facing euthanasia by a vet.

“Releasing pigs into the wild is illegal and inhumane, as pigs used to living as a pet have no experience in the wild,” adds Salumets. “If the pig does manage to survive and reproduce, the surrounding environment could be negatively impacted.”

“We need to learn from the past,” urges Cant. “Other animals, such as turtles and hedgehogs, have had their 15 minutes of fame in the pet trade too. Many are no longer popular because people have realized they are just not suitable as pets. Sadly, though, the realization often comes only after the animals have suffered.”

For more information on this issue, you can [email the BC SPCA. \(mailto:farminfo@spca.bc.ca\)](mailto:farminfo@spca.bc.ca)

To adopt a pig from the BC SPCA and sign up for alerts to be notified when pigs come into our care, check our [farm animal adoption page \(https://adopt.spca.bc.ca/type/farm-animal/\)](https://adopt.spca.bc.ca/type/farm-animal/) for available farm animals.

**SEARCH FOR ADOPTABLE PIGS
([HTTPS://ADOPT.SPCA.BC.CA/TYPE/FARM-ANIMAL/](https://adopt.spca.bc.ca/type/farm-animal/))**

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Adoption Stories



[\(https://spca.bc.ca/adoption_stories/maggie/\)](https://spca.bc.ca/adoption_stories/maggie/)

Maggie

Maggie, a beautiful Arabian mare, had a very sad beginning to her story. She was in a very weak condition when she was seized from her previous guardians and came under the care of the BC SPCA Good Shepherd Barn on August 11, 2015. Malnourished and neglected, this 14-year-old female was one of many animals ...

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Our mission is to protect and enhance the quality of life for domestic, farm and wild animals in BC. BC SPCA is a registered charity, tax # BN 11881 9036 RR0001

The BC SPCA respectfully acknowledges that we live, work and play on the unceded traditional territories of the numerous and diverse First Nations within British Columbia. We express our gratitude to all Indigenous communities - First Nations, Métis and Inuit for stewarding and sharing this land.



Management of Potbellied Pigs

By **D. Bruce Lawhorn**, DVM, MS,

Last full review/revision Jun 2013 | Content last modified Jun 2013

Environment:

PBPs are sensitive to extremes of heat and cold and should be provided a clean, dry, draft-free environment. Adults are usually comfortable in a temperature range of 65–75°F (18.3–23.9°C). Because pigs do not sweat, temperatures ≥85°F (29.4°C) are stressful to adults. Extended exposure to high temperatures combined with high humidity may be fatal to PBPs not acclimated to such an environment. Cooling methods for adult PBPs include moving air across the body, wetting the skin for evaporative cooling (more efficient as humidity decreases), providing shade, and resting on cool surfaces. Newborn pigs are very susceptible to drafts and chilling and require an environmental temperature of ~90°F (32°C). Chilled pigs will pile on each other and shiver, and their hair will stand on end. A poor environment may cause neonates to become moribund and hypoglycemic (see [Overview of Management of the Neonate in Large Animals](#)) within 24–36 hr. Heat lamps or pads can be used to provide supplemental warmth, but their use should be monitored closely because of the electrocution risk from chewed cords; pigs that become too hot will spread out and pant.

Housing:

PBPs may be housed outdoors or indoors (or both) but must be appropriately acclimated to the specific environmental situation.

PBPs housed outdoors should have a large pen (≥50 sq ft/pig) with a structure within to provide sleeping, feeding, and watering areas. Pigs will use dirt for elimination, and daily removal of feces and addition of fresh dirt to cover and absorb urine is required. Hay or straw may be added to partially satisfy the need to root. However, “rooted-up” pen ground should be filled in with fresh dirt from time to time. **Fencing should be well secured in the ground to prevent it from being rooted up, but it should also be portable so that the entire pen can be moved periodically, giving access to fresh, clean dirt.** The old pen dirt should then be smoothed out and left unused for several months before being used again. If pens are maintained on solid surfaces (eg, concrete pads), feces and urine should be removed daily, and fresh hay or straw provided as needed. Water dispensers must be secured to keep pigs from spilling the water by rooting or damaging the device by chewing.

PBPs housed indoors should have a particular area (eg, a laundry room), with an elimination area in one corner and a sleeping and eating area in another corner. A litter box with the side cut down to accommodate easy entry and exit may be used for elimination. Nontoxic material should be used for litter because pigs are curious and tend to chew on everything. A blanket may be provided to allow the pig to burrow under and partially satisfy the need to root while indoors; a box of dirt is another alternative.

Exercise:

PBPs should be exercised whether kept outside or indoors. They may be trained to walk on a leash or released into exercise areas. **Daily exercise is important not only for physical health but also to relieve boredom that may otherwise manifest as destructive chewing or rooting or as aggression.** Even if the PBP does not exercise much when given the opportunity, the various stimuli from an outside environment appear to be beneficial to overall temperament. Many household and garden plants are toxic to PBPs, which are adventurous eaters (see [Poisonous Plants](#)).

Temperament:

As healthy, neutered PBPs mature, they may become more aggressive and challenge other PBPs or people for status. Such challenges need to be addressed, or the pet may learn to use aggression to get what it wants. A combination of aversive techniques (eg, hand clapping, gruff vocalizations, stomping) and rewarding the PBP for positive behavior may help manage the problem. Failure to deter this unwanted behavior is a common reason why PBPs are placed in rescue operations or abandoned.

Vaccinations:

Neutered PBPs should be vaccinated against erysipelas and tetanus. Tetanus toxoid is especially important in PBPs housed outside in contact with other species (eg, petting zoos). Leptospirosis vaccine (6-way) may also be considered, but there is a substantial risk of high fever after use. Vaccines are not specifically approved for PBPs, so those commercially available for domestic swine are substituted. Two initial vaccinations 3–4 wk apart are followed by boosters every 6 mo for erysipelas and every year for tetanus, or both boosted yearly at the time of annual physical examination. Breeding PBPs should be minimally vaccinated against erysipelas, leptospirosis (6-way), and parvovirus; they should be vaccinated twice, 3–4 wk apart, before breeding and before rebreeding or every 6–12 mo. Other vaccines should be used as exposure risk indicates. Routine vaccination against various pathogens not only minimizes sickness but helps prevent zoonotic disease and may satisfy requirements for pet licensure. Safety and efficacy are concerns when using commercial domestic swine vaccines in PBPs. Consideration should always be given to the amount of antigen per body weight that is injected, especially in small pigs. Excessive antigen administration may cause adverse reactions. No rabies vaccine is approved for use in PBPs because of the extremely low incidence of rabies in swine in the USA.

Parasite Control:

External and internal parasites are possible health problems in PBPs, and the zoonotic potential of sarcoptic mange and roundworms should be considered when counseling owners. Fecal samples via fecal flotation may be evaluated in PBPs as early as 6 and 10 wk old for whipworms and roundworms, respectively. Dewormers, such as oral fenbendazole at 3 mg/kg/day for 3 days; ivermectin at 300 mcg/kg, SC; or doramectin at 300 mcg/kg, IM, should be used as indicated. Injectable ivermectin and doramectin are highly effective against sarcoptic mange, the most common external parasite in PBPs.

Dental Care:

The eight needle teeth (four deciduous lateral incisors and four deciduous canines) of newborn PBPs should be trimmed to prevent injury to littermates and laceration of the sow's underline. Four permanent canine teeth erupt at ~5–7 mo of age and are first trimmed at or after 1 yr of age. Elongated permanent canine teeth may cause discomfort, malocclusion, and persistent chewing motion and salivation. In PBPs, the canine teeth grow continually and should be cut about once a year using obstetrical wire, mechanical saws, or other instruments. Sedation or anesthesia is required. Teeth should be cut as close as possible to the gum line without cutting the oral mucosa or lips; there should be no exposed root canal after cutting the canine teeth of any type of swine. Tetanus antitoxin (500–1,500 U, depending on PBP size) and antibacterials are usually administered. In PBPs properly vaccinated with tetanus toxoid, a tetanus antitoxin injection is unnecessary. Tartar buildup can be removed manually by instrument scraping at the same time the canine teeth are cut. Dental cleaners for small animals may be used with care, positioning the head of the PBP downward during use to prevent water aspiration.

Canine teeth, potbellied pig
under anesthesia

COURTESY OF DR. BRUCE LAWHORN.

Canine teeth, potbellied pig

COURTESY OF DR. BRUCE LAWHORN.

Cutting needle teeth, potbellied pig

COURTESY OF DR. BRUCE LAWHORN.

Geriatric PBPs may have abscessed and/or exposed tooth roots; sedation (tiletamine-zolazepam 2.2 mg/kg, IM, in ham) and examination of the oral cavity with or without endoscopy is indicated if anorexia and/or bruxism are reported. Radiographs may be necessary to diagnose tooth root abscessation. Swelling followed by a draining tract at the angle of the mandible, especially in geriatric PBPs, indicates canine tooth abscessation. Removal is challenging even for skilled surgeons and may result in mandibular fractures. However, PBPs seem to recover well after tooth extraction followed by antibiotics and tetanus prophylaxis.

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CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 7/20/2021

Consent item: No

SUBJECT: (I21) Designation of a Florida League of Cities Conference Voting Delegate during the Annual Conference being held August 12-14, 2021

DEPARTMENT: Council

GOAL: 6 - Organizational Excellence

RECOMMENDED MOTION: Designate a member of City Council to serve as the voting delegate at the 2021 Florida League of Cities Annual Conference

SUMMARY: The Florida League of Cities' Annual Conference will be held at the World Center Marriot, Orlando, Florida on August 12-14, 2021. This conference will provide valuable educational opportunities to help Florida's municipal officials serve their citizenry more effectively.

It is important that each municipality designate one official to be the voting delegate. Election of League leadership and adoption of resolutions are undertaken during the business meeting. One official from each municipality will make decisions that determine the direction of the League.

In accordance with the League's by-laws, each municipality's vote is determined by population, and the League will use the Estimates of Population from the University of Florida.

It is important that each member municipality sending delegates to the Annual Conference of the Florida League of Cities, designate one of their officials to cast their votes at the Annual Business Session. League By-Laws requires that each municipality select one person to serve as the municipalities voting delegate. *Municipalities do not need to adopt a resolution to designate a voting delegate.*

Project No.: N/A

Funding Account No.: 0

Presenter: Wayne Clark

ATTACHMENTS:

1.	2021 Voting Delegate Memo	2021 Voting Delegate Memo.docx
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Cindy Betts
Wayne Clark
Robin Fenwick

Created/Initiated - 6/17/2021
Approved - 7/13/2021
Final Approval - 7/13/2021



To: Key Official

From: Eryn Russell, Florida League of Cities

Date: June 11, 2021

Subject: 95th Annual Conference Voting Delegate Information

The Florida League of Cities' Annual Conference will be held at the World Center Marriot, Orlando, Florida on August 12-14, 2021. This conference will provide valuable educational opportunities to help Florida's municipal officials serve their citizenry more effectively.

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In accordance with the League's by-laws, each municipality's vote is determined by population, and the League will use the Estimates of Population from the University of Florida.

Conference registration materials were sent to each municipality via newsletter and are also available online at floridaleagueofcities.com/education-and-events/annual-conference.

If you have any questions on voting delegates, please call (850) 701-3616 or email erussell@flcities.com.
Voting delegate forms must be received by the League no later than July 28, 2021.

Attachments: Form Designating Voting Delegate

**95th Annual Conference
Florida League of Cities, Inc.
August 12-14, 2021
Orlando, Florida**

It is important that each member municipality sending delegates to the Annual Conference of the Florida League of Cities, designate one of their officials to cast their votes at the Annual Business Session. League By-Laws requires that each municipality select one person to serve as the municipalities voting delegate. *Municipalities do not need to adopt a resolution to designate a voting delegate.*

Please fill out this form and return it to the League office so that your voting delegate may be properly identified. **Voting delegate forms must be received by the League no later than July 28, 2021.**

Designation of Voting Delegate

Name of Voting Delegate: _____

Title: _____

Municipality of: _____

AUTHORIZED BY:

Name

Title

Return this form to:

Eryn Russell
Florida League of Cities, Inc.
Post Office Box 1757
Tallahassee, FL 32302-1757
Fax: (850) 222-3806
Email: erussell@flcities.com