



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

OCTOBER 5, 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 Rev. Susan McCaffrey of Grace Episcopal Church
2. Pledge of Allegiance
3. Roll Call

B. SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

4. 2021 IBJJF Pan Am Championship Gold Medal Recognition for Professor Regis Calixto de Lima and Joe DiBella of Ralph Gracie Jiu Jitsu Academy
5. Domestic Violence Awareness Proclamation
6. Drug-Free Pain Management Awareness Month Proclamation
7. Report from KemperSports on the Cypress Head Golf

C. CONSENT AGENDA

8. Public Comments on Consent Agenda Items Only
9. Agenda Approval
10. Approval of Minutes
 - a. September 21, 2021 - Regular City Council Meeting
 - b. September 21, 2021 - Joint Special Meeting of City Council & Town Center CRA
 - c. September 22, 2021 - City Council Special Meeting
11. Bid Awards and Contract Items
 - a. Intent to Award ITB No. 21-16 to Don Bell Signs LLC for City Center Entrance LED Sign Board

- b. Renewal of MetLife Agreement for employee dental, vision, and group term life insurance for 2022
- c. Approval of Agreement with Florida Health Care Plans for Employee Health Insurance
- d. Approval of License Agreement with Council on Aging of Volusia County

12. Resolution No. 21-33 - Revising Fees at Cypress Head Golf Course

13. Resolution No. 21-53 - Statewide Mutual Aid Agreement for Emergency Management

14. Approval of Major Special Event Request – Daytona's Original First Turn Biketoberfest Event at 5164, 5204, and 5236 South Ridgewood Avenue

15. Approval of Interlocal Agreement with Volusia County Property Appraiser for the Utilization of the Uniform Method of Collection of Non-ad Valorem Assessments

16. Temporary Construction Easement for 3641 Ridgewood Avenue (Dave's Pest Control Property)

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

E. COUNCIL COMMENTS

- 17. Comments/Concerns from Council Members

F. PUBLIC HEARING

18. Second Reading - Ordinance No. 2021-22 - Port Orange Communications in Rights-of-Way Amendment

19. Second Reading - Ordinance No. 2021-25 - Amendment to the Port Orange Town Center Community Redevelopment Plan (Case No. 21-15000001)

20. Second Reading Ordinance No. 2021-26 - LDC Amendment/ Chapters 2, 17, and 18 (Case No. 21-25000005)

21. First Reading - Ordinance No. 2021-24 - 21-1 Large-Scale Comprehensive Plan Amendment/Property Rights Element (Case No. 21-20000001)

22. Approval of Subdivision Plat for The Palms at Ashton Lakes Subdivision (Case No. 21-50000002)

G. ADDITIONAL ITEMS

23. City Attorney

24. City Manager

- a. County Wide Universal Pet License

H. COUNCIL COMMITTEE REPORTS

25. City Council Committee Reports

- a. River to Sea TPO
- b. General Employees' Pension Plan

I. 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.

The Golf Club at Cypress Head													
For the Month Ending July 31, 2021													
	07/31/20	08/31/20	09/30/20	10/31/20	11/30/20	12/31/20	01/31/21	02/28/21	03/31/21	04/30/21	05/31/21	06/30/21	07/31/21
REVENUES													
Green Fees & Cart Fees	80,807.20	71,518.85	69,104.20	75,979.77	85,818.30	105,860.59	139,637.86	133,308.83	165,639.35	143,131.74	138,027.00	87,672.28	96,409.14
Merchandise	5,898.98	6,264.29	4,949.02	5,399.26	6,363.41	11,547.34	9,386.28	6,908.60	11,642.11	12,002.67	8,858.95	8,371.71	7,351.96
Other Pro Shop	3,274.00	1,941.00	1,138.03	688.00	410.00	1,195.00	2,281.00	4,743.00	1,680.00	1,445.00	1,130.00	2,677.00	3,596.00
Range	2,632.00	2,916.82	2,643.28	2,893.32	2,694.98	4,356.78	4,704.70	4,023.23	5,075.06	4,847.58	4,778.02	3,546.62	3,565.42
Other Operating Revenues	2,649.39	2,380.08	2,180.12	2,396.53	2,469.38	3,062.05	3,743.08	3,343.11	4,296.27	3,735.09	3,719.11	2,730.23	2,923.67
TOTAL REVENUE	95,261.57	84,121.04	79,992.65	87,359.86	97,776.07	126,023.76	159,732.92	152,326.77	188,332.79	165,162.08	156,513.08	104,997.84	113,849.39
COST OF SALES													
Merchandise	3,082.77	4,567.10	2,501.58	3,272.26	4,230.35	7,803.61	5,991.16	4,831.76	7,816.50	7,772.41	5,291.88	5,288.31	4,178.75
TOTAL COGS	3,082.77	4,567.10	2,501.58	3,272.26	4,230.35	7,803.61	5,991.16	4,831.76	7,816.50	7,772.41	5,291.88	5,288.31	4,178.75
COGS - Merchandise %	52.3%	72.9%	50.5%	60.6%	66.3%	67.6%	63.8%	69.9%	67.1%	64.8%	59.7%	63.2%	56.8%
PAYROLL													
Course and Grounds	33,710.11	28,516.94	28,840.74	30,814.43	30,037.93	32,730.71	31,230.95	31,632.30	32,463.30	30,970.73	30,760.37	29,594.13	30,532.23
Carts and Grounds	7,933.81	6,745.30	6,406.57	6,324.67	5,574.57	6,412.85	7,161.82	7,006.60	8,689.20	7,652.25	8,319.07	7,662.29	8,791.38
Other Pro Shop	4,851.96	8,349.83	6,457.92	5,008.13	4,989.96	5,236.19	7,792.09	5,770.77	6,936.55	5,888.14	6,545.47	7,065.11	9,167.24
General and Administrative	13,537.43	13,210.09	14,729.01	13,117.81	12,679.37	12,928.33	12,740.89	12,713.14	13,283.61	12,695.50	13,165.87	11,925.20	13,697.70
Marketing	4,033.68	4,170.63	6,427.25	4,090.07	4,237.66	4,781.98	3,956.48	4,850.25	4,915.41	4,948.65	4,904.27	4,433.95	4,680.69
TOTAL PAYROLL	64,066.99	60,992.99	62,861.49	59,355.71	57,519.29	62,073.06	62,882.23	61,973.06	66,288.07	62,155.27	63,695.05	60,550.68	67,069.24
OPERATING EXPENSES													
Course and Grounds	19,279.31	25,235.11	18,485.92	16,445.07	17,150.04	20,120.85	20,264.49	30,698.15	13,555.51	22,231.96	30,386.95	22,153.25	17,818.33
Carts, Range, Starters, Etc.	6,738.68	6,807.38	7,183.04	8,684.43	6,765.18	4,216.83	5,975.01	6,898.29	8,167.60	8,308.22	5,892.53	6,168.74	5,995.61
Pro Shop	568.02	143.73	769.79	168.01	12.23	1,053.49	38.86	4,163.34	733.19	12.73	70.15	94.48	742.87
General and Administrative	18,567.38	16,710.39	20,029.05	17,144.45	19,897.26	20,307.53	19,361.87	16,713.09	17,871.46	19,297.70	20,308.43	16,456.65	18,314.95
Marketing	1,939.61	718.61	4,667.70	2,382.27	1,060.84	351.36	824.17	1,051.13	1,369.08	1,717.29	2,029.95	3,356.35	2,617.59
TOTAL OPERATING EXPENSE	47,093.00	49,615.22	52,035.50	44,824.23	44,885.57	46,650.36	46,464.40	59,494.00	41,696.84	51,567.90	58,688.01	50,229.47	45,489.36
TOTAL EXPENSES	114,242.76	115,175.31	117,398.57	107,452.20	106,635.21	116,527.03	115,337.79	126,298.82	115,801.41	121,495.58	127,674.94	116,068.46	116,737.35
EBITDA	(18,981.19)	(31,054.27)	(37,405.92)	(20,095.32)	(8,859.14)	9,496.73	44,395.13	26,027.95	72,531.38	43,666.50	28,838.14	(11,070.62)	(2,887.96)

The Golf Club at Cypress Head

For the Month Ending July 31, 2021

	07/31/20	08/31/20	09/30/20	10/31/20	11/30/20	12/31/20	01/31/21	02/28/21	03/31/21	04/30/21	05/31/21	06/30/21	07/31/21
EBITDA	(18,981.19)	(31,054.27)	(37,405.92)	(20,095.32)	(8,859.14)	9,496.73	44,395.13	26,027.95	72,531.38	43,666.50	28,838.14	(11,070.62)	(2,887.96)
MANAGEMENT FEES	(6,062.53)	(6,062.53)	(6,062.53)	(6,183.78)	(6,183.78)	(6,183.78)	(6,183.78)	(6,183.78)	(6,183.78)	(6,183.78)	(6,183.78)	(6,183.78)	(6,183.78)
Interest Expense - Debt	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Interest Expense - Leases	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Interest Income	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL FINANCING ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OTHER INCOME (EXPENSE)													
Non-Operating Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Transfers from County	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Depreciation & Amortization	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)
Incentive Compensation	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Partnership Income(Loss)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Gain(Loss) On Disposal Of Assets	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Other Expenses / Capital Reserve	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Taxes	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER INCOME (EXPE	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)
NET INCOME	(25,139.25)	(37,212.33)	(43,563.98)	(26,374.63)	(15,138.45)	3,217.42	38,115.82	19,748.64	66,252.07	37,387.19	22,558.83	(17,349.93)	(9,167.27)
Paid Rounds	3,071.00	2,588.00	2,309.00	2,567.00	2,661.00	3,221.00	4,013.00	3,611.00	4,724.00	4,158.00	4,035.00	2,874.00	3,105.00
Annual Pass Rounds	238.00	283.00	241.00	313.00	273.00	357.00	397.00	327.00	396.00	372.00	361.00	317.00	311.00
Other Rounds	216.00	238.00	152.00	181.00	184.00	238.00	250.00	226.00	267.00	234.00	256.00	228.00	241.00
Total Rounds	3,525.00	3,109.00	2,732.00	3,061.00	3,118.00	3,816.00	4,660.00	4,166.00	5,387.00	4,764.00	4,652.00	3,419.00	3,657.00
Revenue/Paid Rounds	31.02	32.50	34.64	34.03	36.74	39.13	39.80	42.18	39.87	39.72	38.79	36.53	36.67
Revenue/Total Rounds	27.02	27.06	29.28	28.54	31.36	33.03	34.28	36.56	34.96	34.67	33.64	33.71	31.13
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

The Golf Club at Cypress Head
For the Ten Months Ending July 31, 2021

	<u>07/31/21</u>	<u>09/30/20</u>	<u>07/31/20</u>
ASSETS			
CURRENT ASSETS:			
Cash			
Cash - Depository	132,509	87,684	89,749
Cash - Payroll	28,629	27,894	28,941
Cash - Manual Checks	850	850	850
Cash - Housebank & Other	500	500	500
Total Cash	<u>162,488</u>	<u>116,928</u>	<u>120,040</u>
Accounts Receivable			
A/R Member	944	49,471	1,144
Total Accounts Receivable	<u>944</u>	<u>49,471</u>	<u>1,144</u>
Other Current Assets			
Inventory - Merchandise	20,569	17,054	19,338
Prepaid Insurance	30,693	25,935	25,968
Prepaid Exp - Other	18,513	16,336	16,292
Total Other Current Assets	<u>69,775</u>	<u>59,326</u>	<u>61,598</u>
TOTAL CURRENT ASSETS	<u>233,206</u>	<u>225,725</u>	<u>182,782</u>
PROPERTY, PLANT AND EQUIPMENT:			
Buildings & Improvements	30,598	30,598	30,598
Machinery & Equipment	5,550	5,550	5,550
Property Plant and Equipment	36,148	36,148	36,148
Accumulated Depreciation	<u>(29,777)</u>	<u>(28,822)</u>	<u>(28,631)</u>
TOTAL PROPERTY, PLANT AND EQUIPMENT	<u>6,371</u>	<u>7,326</u>	<u>7,517</u>
TOTAL ASSETS	<u><u>239,577</u></u>	<u><u>233,051</u></u>	<u><u>190,300</u></u>

The Golf Club at Cypress Head
For the Ten Months Ending July 31, 2021

	<u>07/31/21</u>	<u>09/30/20</u>	<u>07/31/20</u>
LIABILITIES AND STOCKHOLDERS' EQUITY			
CURRENT LIABILITIES:			
Accts Pay - Trade	39,405	26,108	44,521
Accts Pay - Other	(44,231)	(42,586)	63,494
Accrued Expenses	584	598	735
Accrued Payroll	40,024	43,331	31,674
Accrued Taxes	6,292	4,122	5,385
Deferred Revenue	78,251	201,477	70,027
TOTAL CURRENT LIABILITIES	<u>120,326</u>	<u>233,050</u>	<u>215,836</u>
 TOTAL LIABILITIES	 <u>120,326</u>	 <u>233,050</u>	 <u>215,836</u>
 STOCKHOLDER'S EQUITY			
Retained Earnings	119,250	1	(25,536)
Net Retained Earnings	119,250	1	(25,536)
Stockholders Equity	119,250	1	(25,536)
TOTAL STOCKHOLDER'S EQUITY	<u>119,250</u>	<u>1</u>	<u>(25,536)</u>
 TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY	 <u>239,577</u>	 <u>233,051</u>	 <u>190,300</u>



August 20th, 2021

Robin Fenwick
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

Dear Ms. Fenwick,

The following is the financial and operational summary report for July 2021 at Cypress Head Golf Club. These numbers reflect only the Golf portion for the month and year to date.

FINANCIAL SUMMARY FOR GOLF MONTH ENDING July 2021								
	Current				Year to Date			
	Actual	Budget	Variance vs. Budget		Actual	Budget	Prior Year	Variance vs. Budget
Revenue								
Green Fees	\$ 57,892	\$ 35,128	\$ 22,764		\$ 726,927	\$ 615,432	\$ 625,765	\$ 111,495
Cart Fees	\$ 38,517	\$ 37,560	\$ 957		\$ 444,558	\$ 414,888	\$ 395,041	\$ 29,670
Range	\$ 3,565	\$ 2,700	\$ 865		\$ 40,488	\$ 32,476	\$ 33,643	\$ 8,012
Pro- Shop Revenues	\$ 10,951	\$ 5,590	\$ 5,361		\$ 107,680	\$ 77,145	\$ 86,489	\$ 30,535
City Surcharge R/R	\$ 2,924	\$ 3,200	\$ (276)		\$ 32,419	\$ 32,017	\$ 31,512	\$ 402
Total Revenue	\$ 113,849	\$ 84,178	\$ 29,671		\$ 1,352,072	\$ 1,171,958	\$ 1,172,450	\$ 180,114
Cost of Sales	\$ 4,179	\$ 2,989	\$ 1,190		\$ 56,477	\$ 38,719	\$ 43,074	\$ 17,758
Merchandise	\$ 4,179	\$ 2,989	\$ 1,190	56%	\$ 56,477	\$ 38,719	\$ 43,074	\$ 17,758
Gross Margin	\$ 109,670	\$ 81,189	\$ 28,481		\$ 1,295,595	\$ 1,133,239	\$ 1,129,376	\$ 162,356
Total Payroll	\$ 67,069	\$ 64,719	\$ 2,350		\$ 623,562	\$ 639,158	\$ 629,520	\$ (15,596)
Total Operating Expenses	\$ 45,489	\$ 45,850	\$ (361)		\$ 489,990	\$ 492,506	\$ 463,810	\$ (2,516)
EBITDA	\$ (2,888)	\$ (29,379)	\$ 26,491		\$ 182,043	\$ 1,576	\$ 36,046	\$ 180,467
Other Expenses	\$ 6,280	\$ 6,341	\$ (61)		\$ 62,793	\$ 63,405	\$ 61,580	\$ (612)
Management Fee	\$ 6,184	\$ 6,245	\$ (61)		\$ 61,838	\$ 62,450	\$ 60,625	\$ (612)
Interest Expense	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
Depreciation	\$ 96	\$ 96	\$ -		\$ 955	\$ 955	\$ 955	\$ -
Net Cash From Ops	\$ (9,168)	\$ (35,720)	\$ 26,552		\$ 119,250	\$ (61,829)	\$ (25,534)	\$ 181,079
Rounds								
Total Rounds	3,657	3,494	163		40,700	39,020	39,532	1,680
Paid Rounds	3,105	2,774	331		34,969	32,749	33,840	2,220
Avg. GF/CF Total rounds	\$26.36	\$20.80	\$ 5.56		\$28.78	\$26.40	\$25.82	\$ 2.38
Avg. GF/CF Paid rounds	\$31.05	\$26.20	\$ 4.85		\$33.50	\$31.46	\$30.17	\$ 2.04
Avg. Merchandise/round	\$2.99	\$1.60	\$ 1.39		\$2.65	\$1.98	\$2.19	\$ 0.67

Overview:

- Overall golf revenues for July finished 35% higher to the projected budget for the month. This was accomplished with incredible course conditions and great customer service. There was an increase in over 160 rounds even with multiple days of closure due to Hurricane Elsa and the normal Florida afternoon thundershowers. Golf Advisor continues to rate the golf course with a 98% referral by its players posting incredible course conditions and the friendliest customer service in the county. The range revenues continue to be higher to the budget & Pro Shop revenues were also much higher to the budget as a result of club and merchandise sales.
- Total payroll for the month was slightly higher to the projected budget due to longer hours of operations for the guests. The entire team continues to work diligently to maintain the continuity for our guests and offer the Best in Class conditions for all players.
- Our operating expenses finished equal to the budgeted amount and we continue to monitor all expenses related to fertilizers, fungicides, mole cricket applications and herbicides needed to maintain the improved course conditions.
- The month of July is the tenth month in our fiscal year 2020-2021 with yearly revenues being ahead by 15%. Our EBITDA remains extremely positive for the current year. Pro shop revenues are higher to the budget, range revenues are higher, payroll is lower than projected and expenses are lower as well to the budget.

R&R Projects:

- There were no projects for the month of July 2021.

Tee Sheet Activity:

- There were 3,657 total rounds for the month which included 3,105 paid rounds, 311 Annual with Cypress Pass member rounds and 241 other rounds. The round type for the month included 2,692 eighteen hole rounds and 837 nine hole rounds.
- The Golf staff continues to monitor daily tee sheet activity and they are trained to recognize underutilization of the tee sheet and offer promotional prices through the website to increase the number of potential players.

July 2021 and YTD rounds mix:

Type	Actual	Budget	Month- P.Y.	Y.T.D	P.Y-Y.T.D
Paid	3105	2774	3071	34969	33840
Annual	311	486	238	3424	3426
Other rounds	241	234	216	2307	2266
Total Rounds	3657	3494	3525	40700	39532

Departmental Summaries:**Course & Grounds/Range**

- Our superintendent, Darren Bache continues to follow the agronomic program that he developed for Cypress Head. The golf course conditions have improved tremendously with his guidance and our mindshare comments has confirmed that Cypress Head is the best place to play in Volusia County.
- Expenses for the month were equal to the projected budget.
- During the summer months, maintaining the mowing cycles for the fairways, greens and roughs is our priority.
- There is a scheduled aerification of the greens and tee boxes in August.
- We continue to top dress the greens on a regular basis to reduce thatch and grain to maintain quality putting surfaces. During the month the maintenance team did a pre-emergent weed control as well as a mole cricket application throughout the golf course.

Golf Shop/Carts

- The golf shop at Cypress Head is experiencing supply issues with products & merchandise from our manufacturers including Callaway, Titleist and Footjoy. There was \$485.00 in gift card sales purchased for the month with \$10,951.00 in pro-shop sales.
- We continue to follow all regular maintenance procedures regarding the cart fleet which includes registering monthly totals for battery amperage and mileage.
- The staff at Cypress Head Golf Course will continue to offer individual lessons and a series of Golf Get Ready clinics for beginners and intermediate players in July. Cypress Head is also involved with a Kemper Sports Player initiative promoting golf for both new and established players. We also hosted two more sessions of Junior Summer Golf Camps in July.
- The MGA and the WGA have continued their league play.

Marketing and Sales:

- Cypress Head continues to build on the 2021 tournament season by hosting several high profile golf tournaments. The premiere golf event held in July was the Port Orange South Daytona Chamber of Commerce along with a fundraiser for the Spruce Creek Football team.
- We are continuing to see an increase in tournament inquiries for 2022.
- We are maintaining our involvement with Golf Pac, and Tee-Times USA along with other National wholesaler and Golf Now to maximize utilization of our tee sheet.

- Cypress Head continues to be active members of the Port Orange South Daytona Chamber of Commerce, Daytona Chamber of Commerce, SEV Chamber and POSD Rotary keeping us informed regarding the challenges of the business and local community.
- We continue to maintain our database of emails with approximately 11,000 unique e-mail addresses. The golf staff continues to update player profiles including residency, phone numbers and proper classifications of all players.

Summary Report

Report run: 8/13/2021 1:48 PM MDT

Data current as of: 8/13/2021 1:37 PM MDT

Key: Poor Acceptable Excellent

REPORT CRITERIA

Date of Survey	7/1/21 - 7/31/21
Select level:	Cypress Head Golf Club

	NPS	Overall Rating	Service Rating	Course Rating	Recommend Rating	# of Surveys
Goal Index	70.0 70.0					
Totals	100.0	9.8	10.0	9.4	10.0	25
Cypress Head Golf Club	100.0	9.8	10.0	9.4	10.0	25

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inmoment

- Course summary report for June showed an overall rating for the golf course of 9.8 with a course rating of 9.4 and our service rating is at 10.0.
- In addition to the report above, we continue using a new Google Analytic tool that provides us with an alternative ratings source from Golf Now Advisors.



- We continue to assist all players by helping them to enjoy their experience here at Cypress Head. There were some reviews that had constructive ideas to help us improve in some areas which we will evaluate as a team. The comments returned by the players in this avenue are useful tools in helping our maintenance and golf staff team improve. We also review all negative comments and they are discussed by our team and if required we will contact the individual to help us better understand their concerns. Players also have access to a suggestion box which is located at the clubhouse near the Men's and Ladies bulletin boards.

Corporate Support:

- Kemper Sports Center for Excellence – Ongoing resource. We have been participating in monthly webinars designed to share best practices used at Kemper properties throughout the country.

Insights:

- We continue to work with the entire staff at the Parks & Recreation department. Together we are prepared to face any challenges that may come our way.

Respectfully Submitted,

Bob Duquette, PGA

General Manager
The Golf Club at Cypress Head

Matt Lindley

Regional Operating Executive
KemperSports Management

The Golf Club at Cypress Head
Comparative Income Statement
For the Ten Months Ending July 31, 2021

	MTD	YTD	Audited	Percent	MTD	YTD	Annual	Percent
	Prior Year	Prior Year	Prior Year	of Total	Actual	Actual	Budget	of Total
REVENUES								
Green Fees & Cart Fees	80,807	1,020,518	1,161,141	88%	96,409	1,171,485	1,197,974	98%
Merchandise	5,899	69,298	80,512	86%	7,352	87,852	71,373	123%
Other Pro Shop	3,274	17,191	19,368	89%	3,599	19,828	15,052	132%
Range	2,632	33,643	39,203	86%	3,565	40,488	37,476	108%
Other Operating Revenues	2,649	31,512	36,052	87%	2,924	32,419	36,817	88%
Other G&A Income	0	288	288	100%	0	0	0	
TOTAL REVENUE	95,262	1,172,449	1,336,563	88%	113,849	1,352,072	1,358,692	100%
COST OF SALES								
Merchandise	3,083	43,074	50,143	86%	4,179	56,477	43,538	130%
TOTAL COGS	3,083	43,074	50,143	86%	4,179	56,477	43,538	130%
COGS - Merchandise %	52.3%	62.2%	62.3%	99.8%	56.8%	64.3%	61.0%	105.4%
PAYROLL								
Course and Grounds	33,710	314,448	371,806	85%	30,532	310,697	401,983	77%
Carts, Range, Starters, Etc.	7,934	73,240	86,391	85%	8,791	73,535	86,723	85%
Pro Shop	4,852	58,071	72,879	80%	9,167	64,403	65,733	98%
General and Administrative	13,537	140,445	168,385	83%	13,898	129,147	159,595	81%
Marketing	4,034	43,315	53,913	80%	4,681	45,780	53,337	86%
TOTAL PAYROLL	64,067	629,520	753,374	84%	67,069	623,562	767,370	81%
OPERATING EXPENSES								
Course and Grounds	19,279	200,941	244,662	82%	17,818	210,795	270,086	78%
Carts, Range, Starters, Etc.	6,739	62,746	76,737	82%	5,996	67,072	88,458	76%
Pro Shop	568	8,042	8,955	90%	743	7,089	8,525	83%
General and Administrative	18,567	179,367	217,006	83%	18,315	188,274	215,295	87%
Marketing	1,940	12,714	18,101	70%	2,618	16,760	20,446	82%
TOTAL OPERATING EXPENSES	47,093	463,810	565,461	82%	45,489	489,990	602,810	81%
TOTAL EXPENSES	114,243	1,136,404	1,368,978	83%	116,737	1,170,029	1,413,718	83%
OTHER INCOME (EXPENSE)								
MANAGEMENT FEES	(6,063)	(60,625)	(72,750)	83%	(6,184)	(61,838)	(74,940)	83%
Depreciation & Amortization	(96)	(955)	(1,146)	83%	(96)	(955)	(1,146)	83%
TOTAL OTHER INCOME (EXPENSE)	(6,158)	(61,581)	(73,897)	83%	(6,279)	(62,793)	(76,086)	83%
NET INCOME	(25,139)	(25,535)	(106,311)	24%	(9,167)	119,250	(131,112)	-91%
=====								
Paid Rounds	3,071	33,840			0	0	0	
Annual Pass Rounds	238	3,426			0	0	0	
Other Rounds	216	2,266			0	0	0	
Total Rounds	3,525	39,532			0	0	0	
Revenue/Paid Rounds	31	35			0	0	0	
Revenue/Total Rounds	27	30			0	0	0	

**The Golf Club at Cypress Head
Course Cash Flow Report
July 31, 2021**

	<u>July</u>	<u>YTD</u>
EBITDA	(\$2,887.96)	\$182,042.79
Management Fee Expense	(6,183.78)	(61,837.80)
Depreciation & Amortization	<u>(95.53)</u>	<u>(955.30)</u>
Net Income	(9,167.27)	119,249.69
Working Capital Changes		
Inventory	1,414.92	(3,514.51)
Receivables	13,948.81	48,526.97
Payables	(29,508.33)	13,297.44
Due to from the City	189.91	(1,645.51)
Prepays	(2,798.45)	(6,934.37)
Accrued Liabilities	4,270.51	(1,150.39)
Other Liabilities	(9,444.44)	(123,225.34)
Depreciation & Amortization	<u>95.53</u>	<u>955.30</u>
Operating Cash Flow	(30,998.81)	45,559.28
Investing Cash Flows	<u> </u>	<u> </u>
Financing Cash Flow	<u> </u>	<u> </u>
Net Cash Flows	<u>(30,998.81)</u>	<u>45,559.28</u>
Beginning Cash	193,486.39	116,928.30
Net Cash Flows	<u>(30,998.81)</u>	<u>45,559.28</u>
Ending Cash	<u>162,487.58</u>	<u>162,487.58</u>

The Golf Club at Cypress Head
Summary of All Units
For the Ten Months Ending July 31, 2021

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
REVENUES												
57,892	35,128	165%	48,776	119%	Green Fees	726,927	615,432	118%	625,477	116%	708,381	810,444
38,517	37,560	103%	32,031	120%	Cart Fee	444,558	414,888	107%	395,041	113%	489,592	501,664
0	20	0%	0	0%	Handicap Fee	4,423	4,414	100%	4,234	104%	4,549	4,549
3,139	520	604%	2,974	106%	Lessons	12,755	6,713	190%	10,467	122%	7,453	14,296
460	150	307%	300	153%	Rental Clubs	2,545	2,545	100%	2,490	106%	3,145	3,160
7,352	4,900	150%	5,899	125%	Retail	87,852	63,473	138%	69,298	127%	71,373	99,066
3,565	2,700	132%	2,632	135%	Range	40,488	32,476	125%	33,643	120%	37,476	46,048
2,924	3,200	91%	2,649	110%	City Surcharge R & R	32,419	32,017	101%	31,512	103%	36,817	36,959
0	0	0%	0	0%	Miscellaneous G&A	0	0	0%	288	0%	0	0
113,849	84,178	135%	95,262	120%	Total Revenues	1,352,072	1,171,959	115%	1,172,449	115%	1,358,692	1,516,185
COST OF GOODS SOLD												
4,179	2,989	140%	3,083	136%	COGS - Merchandise	56,477	38,719	146%	43,074	131%	43,538	63,546
4,179	2,989	140%	3,083	136%	Total COGS	56,477	38,719	146%	43,074	131%	43,538	63,546
109,671	81,189	135%	92,179	119%	GROSS MARGIN	1,295,595	1,133,240	114%	1,129,375	115%	1,315,154	1,452,640
56.84%	61.00%	93.18%	52.26%	108.76%	COGS - Merchandise %	64.29%	61.00%	105.39%	62.16%	103.42%	61.00%	763.31%
PAYROLL												
24,583	23,115	106%	22,442	110%	Gross Payroll - Salaried	234,891	231,147	102%	230,358	102%	277,376	283,467
32,407	31,129	104%	32,106	101%	Gross Payroll - Hourly	293,588	303,068	97%	290,504	101%	364,322	350,735
56,991	54,244	105%	54,548	104%	S/T Wages	528,478	534,215	99%	520,862	101%	641,698	634,202
4,210	4,150	101%	4,019	105%	Payroll Tax - FICA	39,236	40,868	96%	37,729	104%	49,090	46,625
219	262	84%	116	188%	Payroll Tax - UC	2,501	3,607	69%	2,312	108%	4,008	2,745
1,495	1,059	141%	956	156%	Payroll Tax - WC	10,364	10,433	99%	10,012	104%	12,532	12,626
4,154	5,004	83%	4,427	94%	Benefits	42,982	50,035	86%	58,605	73%	60,042	51,218
10,079	10,475	96%	9,519	106%	S/T Adders	95,083	104,943	91%	108,658	88%	125,673	113,214
67,069	64,719	104%	64,067	105%	TOTAL PAYROLL	623,562	639,158	98%	629,520	99%	767,370	747,416
OPERATING EXPENSES												
0	101	0%	0	0%	Cart Supplies	1,260	918	137%	1,033	122%	1,120	1,565
0	300	0%	269	0%	Chemicals	3,408	2,998	114%	2,732	125%	3,598	3,797
0	253	0%	116	0%	Course Accessories	415	415	100%	1,054	39%	2,044	575
3,241	2,626	123%	3,072	106%	Fertilizer	43,899	35,248	125%	36,667	120%	47,369	48,099
0	253	0%	0	0%	Flowers/Decor	873	253	346%	0	0%	505	873
1,416	1,111	127%	998	142%	Fuel	8,213	8,500	97%	7,909	104%	10,823	10,655
0	(1)	0%	0	0%	Fungicides	1,371	2,999	46%	1,418	97%	3,499	4,189
866	1,616	54%	804	108%	Herbicides	14,984	21,278	70%	21,738	69%	26,379	19,722
1,073	1,010	106%	1,220	88%	Insecticides	8,968	8,609	104%	5,495	163%	10,619	10,909
812	505	161%	323	251%	Janitorial Supplies	6,042	5,358	113%	4,189	144%	6,368	7,267
0	0	0%	27	0%	Laundry/Uniforms	1,020	2,122	48%	2,128	48%	3,132	1,717
641	177	363%	166	387%	Office Supplies	2,982	3,425	87%	4,419	67%	3,829	4,010
0	0	0%	0	0%	Range Balls	2,654	1,338	198%	1,325	200%	1,338	2,654
0	101	0%	0	0%	Range Equipment	3,093	2,425	128%	2,101	147%	2,627	3,455
0	0	0%	0	0%	Range Expenses	392	395	99%	391	100%	395	295
0	1,010	0%	1,440	0%	Sand/Topdress	7,326	7,696	95%	6,048	121%	11,837	9,105
0	0	0%	650	0%	Seeds/Trees	7,475	7,304	102%	7,381	101%	8,011	7,475
2,146	0	0%	0	0%	Small Tools	2,357	1,222	193%	1,129	209%	1,323	2,629
0	152	0%	0	0%	Staff/Volunteer Uniforms	0	556	0%	0	0%	556	0
0	0	0%	0	0%	Supplies	1,332	1,510	88%	1,700	78%	1,813	1,985
0	51	0%	17	0%	Tournament Expense	106	720	15%	229	46%	821	777
(910)	232	-392%	1,799	-51%	Alarm System	1,153	2,384	48%	4,129	28%	2,848	2,120
0	1,111	0%	32	0%	Cart Repairs	359	1,351	27%	275	131%	1,452	373
1,182	253	468%	1,967	60%	Computer Service	1,768	1,315	134%	6,441	27%	1,820	2,336
0	833	0%	812	0%	Contract Cleaning	7,308	8,488	86%	8,525	86%	10,155	8,932
0	0	0%	9	0%	Guest Relations	81	0	0%	9	897%	0	81
495	0	0%	448	110%	Handicap Expense	4,660	3,992	117%	4,400	106%	4,219	4,660
531	1,083	49%	802	66%	Irrigation	9,763	10,831	90%	10,794	90%	12,997	10,813
0	0	0%	14	0%	Lesson Expense	(32)	76	-42%	46	-69%	152	(32)
1,057	1,919	55%	1,568	67%	Repair & Maint - Equipment	13,259	16,878	79%	16,778	79%	20,514	16,924
1,460	455	321%	633	231%	Repair & Maint - Building	6,516	4,797	136%	7,996	81%	5,706	8,500
4,974	5,823	85%	5,765	86%	Cart Lease	49,740	58,228	85%	48,157	103%	69,874	61,269
5,721	6,462	89%	6,398	89%	Equipment Lease	57,210	64,622	89%	50,882	112%	77,546	70,005
176	178	99%	176	100%	Off-Site Storage	1,760	1,778	99%	1,760	100%	2,134	2,112
1,265	1,212	104%	1,173	108%	Utilities - Electric	11,528	11,518	100%	11,349	102%	13,942	13,906
3,556	3,737	95%	3,104	115%	Utilities - Other	34,415	33,909	101%	33,427	103%	41,080	40,586
232	293	79%	382	61%	Utilities - Telephone/Fax	1,986	3,030	66%	3,153	63%	3,767	2,505
212	253	84%	189	112%	Utilities - Water	2,170	2,170	100%	2,044	106%	2,715	2,594
2,618	1,508	174%	1,940	135%	Advertising & Promotion	16,760	17,376	96%	12,714	132%	20,446	22,146
355	303	117%	312	114%	Bank Charges	3,975	3,453	115%	3,446	115%	4,059	4,689
(22)	0	0%	(20)	106%	Cash Short/(Over)	(221)	0	0%	(400)	55%	0	(304)
200	200	100%	200	100%	Cell Phone	2,000	1,999	100%	2,000	100%	2,399	2,400

The Golf Club at Cypress Head
Summary of All Units
For the Ten Months Ending July 31, 2021

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
2,924	3,200	91%	2,649	110%	City Surcharge R & R	32,419	32,017	101%	31,512	103%	36,817	36,959
1,945	2,020	96%	1,735	112%	Credit Card Discounts	29,014	24,222	120%	23,256	125%	28,262	32,445
0	0	0%	(10)	0%	Donations	726	0	-181500%	144	504%	0	686
571	101	565%	0	0%	Dues & Subscriptions	1,567	1,066	147%	891	176%	1,066	2,038
0	0	0%	0	0%	Education & Training	550	1,534	36%	1,400	39%	1,534	550
(72)	96	-75%	(65)	111%	Employee Relations	1,982	1,155	172%	976	203%	1,346	2,207
29	30	96%	58	50%	Employee Testing	29	281	10%	246	12%	341	58
6,110	4,495	136%	5,350	114%	Insurance Expense	53,659	46,279	116%	47,158	114%	55,571	64,283
1	0	143%	0	0%	Member Relations	213	153	139%	150	142%	154	213
0	35	0%	34	0%	Messenger Service - Fedex	0	607	0%	631	0%	677	0
0	0	0%	0	0%	Miscellaneous	0	0	0%	(9)	0%	0	0
0	0	0%	0	0%	O/S - Accounting	9,250	6,875	135%	6,875	135%	12,875	13,250
0	0	0%	0	0%	O/S - Other	7,680	3,100	248%	4,300	179%	6,200	11,480
437	505	87%	355	123%	Payroll Processing Fee	3,687	4,895	75%	3,912	94%	5,905	4,380
181	101	179%	98	185%	Postage/Shipping	1,980	821	241%	819	242%	1,074	2,261
45	0	0%	45	100%	Tax/Licenses/Fees	25	554	5%	475	5%	554	(35)
23	0	0%	40	57%	Travel - Meals	592	1,315	45%	1,341	44%	1,315	615
0	152	0%	0	0%	Travel - Other	2,272	2,987	76%	2,709	84%	3,290	2,412
0	0	0%	0	0%	Employee Meals	17	0	-4057%	13	127%	0	73
45,489	45,850	99%	47,093	97%	TOTAL OPERATING EXPENSES	489,990	492,506	99%	463,810	106%	602,810	591,641
(2,888)	(29,379)	10%	(18,981)	15%	EBITDA	182,043	1,576	11550%	36,046	505%	(55,026)	113,583
6,184	6,245	99%	6,063	102%	Management Fee	61,838	62,450	99%	60,625	102%	74,940	73,963
6,184	6,245	99%	6,063	102%	Management Fees	61,838	62,450	99%	60,625	102%	74,940	73,963
23	23	100%	23	100%	Deprec - Mach & Equip	231	231	100%	231	100%	277	277
72	72	100%	72	100%	Deprec - Buildings	724	724	100%	724	100%	869	869
96	96	100%	96	100%	S/T DEPR. & AMORT	955	955	100%	955	100%	1,146	1,146
(9,167)	(35,720)	26%	(25,139)	36%	NET INCOME	119,250	(61,829)	-193%	(25,535)	-467%	(131,112)	38,473

The Golf Club at Cypress Head
Course & Grounds
For the Ten Months Ending July 31, 2021

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
REVENUES												
57,892	35,128	165%	48,776	119%	Green Fees	726,927	615,432	118%	625,477	116%	708,381	810,444
2,924	3,200	91%	2,649	110%	City Surcharge R & R	32,419	32,017	101%	31,512	103%	36,817	36,959
60,816	38,328	159%	51,425	118%	Total Revenues	759,346	647,450	117%	656,989	116%	745,199	847,403
60,816	38,328	159%	51,425	118%	GROSS MARGIN	759,346	647,450	117%	656,989	116%	745,199	847,403
PAYROLL												
9,719	9,510	102%	8,819	110%	Gross Payroll - Salaried	95,377	95,097	100%	93,201	102%	114,116	112,503
16,851	19,889	85%	20,936	80%	Gross Payroll - Hourly	174,656	192,846	91%	169,911	103%	231,983	207,386
26,570	29,399	90%	29,754	89%	S/T Wages	270,032	287,943	94%	263,112	103%	346,099	319,889
1,930	2,249	86%	2,221	87%	Payroll Tax - FICA	20,030	22,028	91%	19,060	105%	26,477	23,723
20	125	16%	29	69%	Payroll Tax - UC	1,571	1,810	87%	1,015	155%	1,970	1,662
710	574	124%	476	149%	Payroll Tax - WC	5,265	5,624	94%	4,899	107%	6,759	6,411
1,302	1,723	76%	1,230	106%	Benefits	13,799	17,232	80%	26,362	52%	20,678	16,370
3,962	4,672	85%	3,956	100%	S/T Adders	40,665	46,693	87%	51,336	79%	55,884	48,166
30,532	34,070	90%	33,710	91%	TOTAL PAYROLL	310,697	334,636	93%	314,448	99%	401,983	368,055
OPERATING EXPENSES												
0	300	0%	269	0%	Chemicals	3,408	2,998	114%	2,732	125%	3,598	3,797
0	253	0%	116	0%	Course Accessories	415	1,539	27%	1,054	39%	2,044	575
3,241	2,626	123%	3,072	106%	Fertilizer	43,899	35,248	125%	36,667	120%	47,369	48,099
0	253	0%	0	0%	Flowers/Decor	873	253	346%	0	0%	505	873
1,416	1,111	127%	998	142%	Fuel	8,213	8,500	97%	7,909	104%	10,823	10,655
0	(1)	0%	0	0%	Fungicides	1,371	2,999	46%	1,418	97%	3,499	4,189
866	1,616	54%	804	108%	Herbicides	14,984	21,278	70%	21,738	69%	26,379	19,722
1,073	1,010	106%	1,220	88%	Insecticides	8,968	8,609	104%	5,495	163%	10,619	10,909
0	1,010	0%	1,440	0%	Sand/Topdress	7,326	7,696	95%	6,048	121%	11,837	9,105
0	0	0%	650	0%	Seeds/Trees	7,475	7,304	102%	7,381	101%	8,011	7,475
2,146	0	0%	0	0%	Small Tools	2,357	1,222	193%	1,129	209%	1,323	2,629
0	152	0%	0	0%	Staff/Volunteer Uniforms	0	556	0%	0	0%	556	0
531	1,083	49%	802	66%	Irrigation	9,763	10,831	90%	10,794	90%	12,997	10,813
922	1,515	61%	1,568	59%	Repair & Maint - Equipment	13,056	14,833	88%	15,354	85%	17,863	16,720
0	101	0%	161	0%	Repair & Maint - Building	1,250	1,675	75%	4,643	27%	1,877	1,859
5,721	6,462	89%	6,398	89%	Equipment Lease	57,210	64,822	89%	50,882	112%	77,546	70,005
244	303	80%	231	106%	Utilities - Electric	2,023	2,018	100%	1,914	106%	2,624	2,524
1,417	1,414	100%	1,039	136%	Utilities - Other	17,243	15,257	113%	16,257	106%	18,085	18,979
0	141	0%	171	0%	Utilities - Telephone/Fax	0	1,290	0%	1,369	0%	1,573	374
212	253	84%	189	113%	Utilities - Water	2,170	2,210	98%	2,044	106%	2,715	2,594
0	0	0%	0	0%	Education & Training	550	524	105%	400	138%	524	550
0	20	0%	96	0%	Employee Relations	283	61	467%	200	141%	101	283
29	30	96%	58	50%	Employee Testing	29	281	10%	246	12%	341	58
0	0	0%	0	0%	O/S - Other	7,680	3,100	248%	4,300	179%	6,200	11,480
0	0	0%	0	0%	Tax/Licenses/Fees	250	556	45%	700	36%	556	250
0	51	0%	0	0%	Travel - Other	0	422	0%	268	0%	523	0
17,818	19,701	90%	19,279	92%	TOTAL OPERATING EXPENSES	210,795	215,880	98%	200,941	105%	270,086	254,516
12,465	(15,444)	-81%	(1,564)	-797%	EBITDA	237,854	96,934	245%	141,600	168%	73,130	224,833
12,465	(15,444)	-81%	(1,564)	-797%	NET INCOME	237,854	96,934	245%	141,600	168%	73,130	224,833

The Golf Club at Cypress Head
Carts
For the Ten Months Ending July 31, 2021

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
38,517	37,560	103%	32,031	120%	REVENUES	444,558	414,888	107%	395,041	113%	489,592	501,664
38,517	37,560	103%	32,031	120%	Cart Fee	444,558	414,888	107%	395,041	113%	489,592	501,664
38,517	37,560	103%	32,031	120%	Total Revenues	444,558	414,888	107%	395,041	113%	489,592	501,664
					GROSS MARGIN	444,558	414,888	107%	395,041	113%	489,592	501,664
					PAYROLL							
7,743	6,634	117%	7,159	108%	Gross Payroll - Hourly	65,690	65,056	101%	66,082	99%	78,110	77,484
7,743	6,634	117%	7,159	108%	S/T Wages	65,690	65,056	101%	66,082	99%	78,110	77,484
698	508	137%	574	121%	Payroll Tax - FICA	5,306	4,977	107%	5,219	102%	5,975	6,253
148	90	164%	69	216%	Payroll Tax - UC	1,255	856	147%	608	206%	1,034	1,395
203	130	156%	127	160%	Payroll Tax - WC	1,282	1,271	101%	1,249	103%	1,525	1,554
0	7	0%	5	0%	Benefits	0	65	0%	81	0%	78	0
1,048	734	143%	774	135%	S/T Adders	7,844	7,169	109%	7,157	110%	8,613	9,202
8,791	7,368	119%	7,934	111%	TOTAL PAYROLL	73,535	72,225	102%	73,240	100%	86,723	86,686
					OPERATING EXPENSES							
0	101	0%	0	0%	Cart Supplies	1,260	918	137%	1,033	122%	1,120	1,565
0	1,111	0%	32	0%	Cart Repairs	359	1,351	27%	275	131%	1,452	373
4,974	5,823	85%	5,765	86%	Cart Lease	49,740	58,228	85%	48,157	103%	69,874	61,269
1,022	909	112%	942	108%	Utilities - Electric	9,505	9,500	100%	9,435	101%	11,318	11,382
5,996	7,944	75%	6,739	89%	TOTAL OPERATING EXPENSES	60,864	69,998	87%	58,899	103%	83,765	74,590
23,730	22,249	107%	17,359	137%	EBITDA	310,159	272,665	114%	262,902	118%	319,105	340,387
23,730	22,249	107%	17,359	137%	NET INCOME	310,159	272,665	114%	262,902	118%	319,105	340,387

The Golf Club at Cypress Head
Range
For the Ten Months Ending July 31, 2021

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
3,565	2,700	132%	2,632	135%	REVENUES							
3,565	2,700	132%	2,632	135%	Range	40,488	32,476	125%	33,643	120%	37,476	46,048
3,565	2,700	132%	2,632	135%	Total Revenues	40,488	32,476	125%	33,643	120%	37,476	46,048
3,565	2,700	132%	2,632	135%	GROSS MARGIN	40,488	32,476	125%	33,643	120%	37,476	46,048
0	0	0%	0	0%	OPERATING EXPENSES							
0	101	0%	0	0%	Range Balls	2,654	1,338	198%	1,325	200%	1,338	2,654
0	0	0%	0	0%	Range Equipment	3,093	2,425	128%	2,101	147%	2,627	3,455
0	303	0%	0	0%	Range Expenses	392	395	99%	391	100%	395	295
0	404	0%	0	0%	Repair & Maint - Equipment	69	333	21%	30	233%	333	69
0	404	0%	0	0%	TOTAL OPERATING EXPENSES	6,208	4,492	138%	3,847	161%	4,694	6,473
3,565	2,296	155%	2,632	135%	EBITDA	34,280	27,984	122%	29,796	115%	32,782	39,575
3,565	2,296	155%	2,632	135%	NET INCOME	34,280	27,984	122%	29,796	115%	32,782	39,575

The Golf Club at Cypress Head
Golf Shop
For the Ten Months Ending July 31, 2021

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
REVENUES												
0	20	0%	0	0%	Handicap Fee	4,423	4,414	100%	4,234	104%	4,454	4,549
3,139	520	604%	2,974	106%	Lessons	12,755	6,713	190%	10,467	122%	7,453	14,296
460	150	307%	300	153%	Rental Clubs	2,650	2,545	104%	2,490	106%	3,145	3,160
7,352	4,900	150%	5,899	125%	Retail	87,852	63,473	138%	69,298	127%	71,373	99,066
10,951	5,590	196%	9,173	119%	Total Revenues	107,680	77,145	140%	86,489	125%	86,425	121,071
COST OF GOODS SOLD												
4,179	2,989	140%	3,083	136%	COGS - Merchandise	56,477	38,719	146%	43,074	131%	43,538	63,546
4,179	2,989	140%	3,083	136%	Total COGS	56,477	38,719	146%	43,074	131%	43,538	63,546
6,772	2,601	260%	6,090	111%	GROSS MARGIN	51,203	38,426	133%	43,415	118%	42,887	57,525
56.84%	61.00%	93.18%	52.26%	108.76%	COGS - Merchandise %	64.29%	61.00%	105.39%	62.16%	103.42%	61.00%	763.31%
PAYROLL												
7,813	4,606	170%	3,972	197%	Gross Payroll - Hourly	53,341	45,166	118%	48,923	109%	54,229	65,942
7,813	4,606	170%	3,972	197%	S/T Wages	53,341	45,166	118%	48,923	109%	54,229	65,942
588	352	167%	292	202%	Payroll Tax - FICA	4,045	3,455	117%	3,684	110%	4,149	4,981
51	41	123%	18	279%	Payroll Tax - UC	579	440	132%	350	166%	492	593
194	90	216%	106	183%	Payroll Tax - WC	1,062	882	120%	968	110%	1,059	1,298
521	484	108%	464	112%	Benefits	5,376	4,837	111%	4,147	130%	5,804	6,397
1,354	967	140%	880	154%	S/T Adders	11,061	9,614	115%	9,148	121%	11,504	13,269
9,167	5,573	164%	4,852	189%	TOTAL PAYROLL	64,403	54,780	118%	58,071	111%	65,733	79,210
OPERATING EXPENSES												
248	0	0%	89	277%	Office Supplies	757	930	81%	1,123	67%	981	947
0	0	0%	0	0%	Supplies	1,332	1,510	88%	1,700	78%	1,813	1,985
0	51	0%	17	0%	Tournament Expense	106	720	15%	229	46%	821	177
495	0	0%	448	110%	Handicap Expense	4,660	3,992	117%	4,400	106%	4,219	4,660
0	0	0%	14	0%	Lesson Expense	(32)	76	-42%	46	-69%	152	(32)
0	0	0%	0	0%	Repair & Maint - Building	266	540	49%	543	49%	540	266
0	0	0%	0	0%	Cash Short/(Over)	0	0	0%	(1)	0%	0	0
743	51	1471%	568	131%	TOTAL OPERATING EXPENSES	7,089	7,767	91%	8,042	88%	8,525	8,003
(3,138)	(3,022)	104%	670	-468%	EBITDA	(20,289)	(24,120)	84%	(22,698)	89%	(31,370)	(29,688)
(3,138)	(3,022)	104%	670	-468%	NET INCOME	(20,289)	(24,120)	84%	(22,698)	89%	(31,370)	(29,688)

The Golf Club at Cypress Head
G & A
For the Ten Months Ending July 31, 2021

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
REVENUES												
0	0	0%	0	0%	Miscellaneous G&A	0	0	0%	288	0%	0	0
0	0	0%	0	0%	Total Revenues	0	0	0%	288	0%	0	0
0	0	0%	0	0%	GROSS MARGIN	0	0	0%	288	0%	0	0
PAYROLL												
11,072	10,043	110%	10,381	107%	Gross Payroll - Salaried	102,485	100,433	102%	102,322	100%	120,520	124,994
0	0	0%	39	0%	Gross Payroll - Hourly	(100)	0	0%	5,587	-2%	0	(76)
11,072	10,043	110%	10,420	106%	S/T Wages	102,385	100,433	102%	107,909	95%	120,520	124,918
736	768	96%	703	105%	Payroll Tax - FICA	7,197	7,683	94%	7,293	99%	9,220	8,567
0	0	0%	0	0%	Payroll Tax - UC	(776)	297	-261%	269	-288%	297	(776)
291	196	148%	189	154%	Payroll Tax - WC	2,026	1,962	103%	2,053	99%	2,354	2,487
1,799	2,267	79%	2,226	81%	Benefits	18,316	22,670	81%	22,921	80%	27,204	21,890
2,826	3,231	87%	3,117	91%	S/T Adders	26,763	32,612	82%	32,536	82%	39,075	32,168
13,898	13,275	105%	13,537	103%	TOTAL PAYROLL	129,147	133,045	97%	140,445	92%	159,595	157,087
OPERATING EXPENSES												
812	505	161%	323	251%	Janitorial Supplies	6,042	5,358	113%	4,189	144%	6,368	7,267
0	0	0%	27	0%	Laundry/Uniforms	1,020	2,122	48%	2,128	48%	3,132	1,717
393	177	222%	76	517%	Office Supplies	2,225	2,495	89%	3,295	68%	2,848	3,062
(910)	232	-392%	1,799	-51%	Alarm System	1,153	2,384	48%	4,129	28%	2,848	2,120
1,182	253	468%	1,967	60%	Computer Service	1,768	1,315	134%	6,441	27%	1,820	2,336
0	833	0%	812	0%	Contract Cleaning	7,308	8,488	86%	8,525	86%	10,155	8,932
0	0	0%	9	0%	Guest Relations	81	0	0%	9	897%	0	81
135	101	133%	0	0%	Repair & Maint - Equipment	135	1,711	8%	1,394	10%	2,317	135
1,460	354	413%	472	309%	Repair & Maint - Building	5,000	2,583	194%	2,809	178%	3,290	6,375
176	178	99%	176	100%	Off-Site Storage	1,760	1,778	99%	1,760	100%	2,134	2,112
2,138	2,323	92%	2,065	104%	Utilities - Other	17,172	18,652	92%	17,171	100%	22,995	21,607
232	152	153%	212	109%	Utilities - Telephone/Fax	1,986	1,739	114%	1,784	111%	2,194	2,132
355	303	117%	312	114%	Bank Charges	3,975	3,453	115%	3,446	115%	4,059	4,689
(22)	0	0%	(20)	106%	Cash Short/(Over)	(221)	0	0%	(399)	55%	0	(304)
200	200	100%	200	100%	Cell Phone	2,000	1,999	100%	2,000	100%	2,399	2,400
2,924	3,200	91%	2,649	110%	City Surcharge R & R	32,419	32,017	101%	31,512	103%	36,817	36,959
1,945	2,020	96%	1,735	112%	Credit Card Discounts	29,014	24,222	120%	23,256	125%	28,262	32,445
0	0	0%	(10)	0%	Donations	726	0	-181500%	144	504%	0	686
571	101	565%	0	0%	Dues & Subscriptions	1,567	1,066	147%	891	176%	1,066	2,038
0	0	0%	0	0%	Education & Training	0	1,010	0%	1,000	0%	1,010	0
(72)	76	-95%	(161)	45%	Employee Relations	1,700	1,094	155%	775	219%	1,245	1,924
6,110	4,495	136%	5,350	114%	Insurance Expense	53,659	46,279	116%	47,158	114%	55,571	64,283
1	0	143%	0	0%	Member Relations	213	153	139%	150	142%	154	213
0	35	0%	34	0%	Messenger Service - Fedex	0	607	0%	631	0%	677	0
0	0	0%	0	0%	Miscellaneous	0	0	0%	(9)	0%	0	0
0	0	0%	0	0%	O/S - Accounting	9,250	6,875	135%	6,875	135%	12,875	13,250
437	505	87%	355	123%	Payroll Processing Fee	3,687	4,895	75%	3,912	94%	5,905	4,380
181	101	179%	98	185%	Postage/Shipping	1,980	821	241%	819	242%	1,074	2,261
45	0	0%	45	100%	Tax/Licenses/Fees	(225)	(1)	18750%	(225)	100%	(1)	(285)
23	0	0%	40	57%	Travel - Meals	592	1,315	45%	1,341	44%	1,315	615
0	101	0%	0	0%	Travel - Other	2,272	2,565	89%	2,441	93%	2,767	2,412
0	0	0%	0	0%	Employee Meals	17	0	-4057%	13	127%	0	73
18,315	16,243	113%	18,567	99%	TOTAL OPERATING EXPENSES	188,274	176,993	106%	179,367	105%	215,295	225,913
(32,213)	(29,518)	109%	(32,105)	100%	EBITDA	(317,421)	(310,038)	102%	(319,525)	99%	(374,889)	(383,000)
6,184	6,245	99%	6,063	102%	Management Fee	61,838	62,450	99%	60,625	102%	74,940	73,963
6,184	6,245	99%	6,063	102%	Management Fees	61,838	62,450	99%	60,625	102%	74,940	73,963
23	23	100%	23	100%	Deprec - Mach & Equip	231	231	100%	231	100%	277	277
72	72	100%	72	100%	Deprec - Buildings	724	724	100%	724	100%	869	869
96	96	100%	96	100%	S/T DEPR. & AMORT	955	955	100%	955	100%	1,146	1,146
(38,492)	(35,859)	107%	(38,263)	101%	NET INCOME	(380,214)	(373,443)	102%	(381,105)	100%	(450,976)	(458,109)

The Golf Club at Cypress Head
Marketing
For the Ten Months Ending July 31, 2021

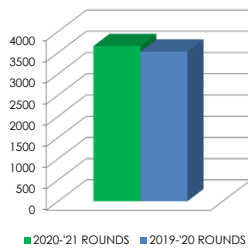
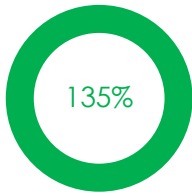
MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					PAYROLL							
3,793	3,562	106%	3,243	117%	Gross Payroll - Salaried	37,029	35,617	104%	34,835	106%	42,740	45,969
3,793	3,562	106%	3,243	117%	S/T Wages	37,029	35,617	104%	34,835	106%	42,740	45,969
258	272	95%	230	112%	Payroll Tax - FICA	2,658	2,725	98%	2,473	107%	3,270	3,100
0	6	0%	0	0%	Payroll Tax - UC	(129)	204	-63%	70	-184%	215	(129)
98	70	141%	59	166%	Payroll Tax - WC	730	696	105%	844	86%	835	876
532	523	102%	502	106%	Benefits	5,492	5,231	105%	5,094	108%	6,277	6,561
888	871	102%	791	112%	S/T Adders	8,751	8,855	99%	8,481	103%	10,597	10,409
4,681	4,432	106%	4,034	116%	TOTAL PAYROLL	45,780	44,472	103%	43,315	106%	53,337	56,378
					OPERATING EXPENSES							
2,618	1,508	174%	1,940	135%	Advertising & Promotion	16,760	17,376	96%	12,714	132%	20,446	22,146
2,618	1,508	174%	1,940	135%	TOTAL OPERATING EXPENSES	16,760	17,376	96%	12,714	132%	20,446	22,146
(7,298)	(5,940)	123%	(5,973)	122%	EBITDA	(62,540)	(61,848)	101%	(56,029)	112%	(73,783)	(78,524)
(7,298)	(5,940)	123%	(5,973)	122%	NET INCOME	(62,540)	(61,848)	101%	(56,029)	112%	(73,783)	(78,524)

Sales & Marketing Snapshot

JULY

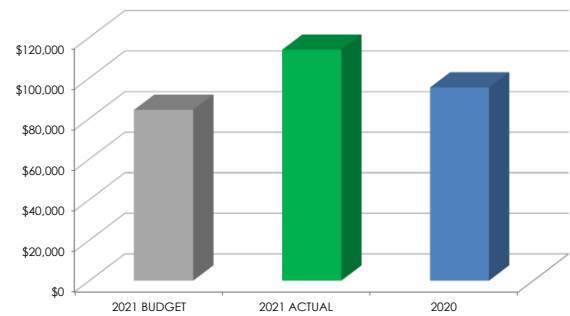
REPORT DATE 8/13/21

Percentage of Budget



Monthly Summary Totals

MONTHLY BUDGET
\$84,178
ACTUAL MONTHLY REVENUE
\$113,849
VARIANCE TO BUDGET
\$29,671
PY MONTHLY REVENUE
\$95,262



JULY

2020 -21 Monthly Budget

REVENUE CLASS	AMOUNT
Total Golf	\$72,688
Outings	\$5,000
Merchandise	\$5,590
Payroll Expense	\$64,719
OpEx	\$45,850

2020 -21 Actual Revenue

REVENUE CLASS	AMOUNT
Total Golf	\$96,409
Outings	\$13,653
Merchandise	\$10,951
Payroll Expense	\$67,069
OpEx	\$45,489

Month PY

REVENUE CLASS	AMOUNT
Total Golf	\$80,807
Outings	\$7,730
Merchandise	\$9,173
Payroll Expense	\$64,067
OpEx	\$47,093

2020-21 ROUNDS
3657
2019-20 ROUNDS
3525

JULY

ACTION ITEMS / STRATEGIES / COMMENTS

- * Exceeded revenue goals by 35% over budget
- * Increased number of rounds from previous year even with the course being closed for Hurricane Elsa and multiple days of restricted conditions
- * Golf Tournaments held for the Port Orange Chamber of Commerce and the Spruce Creek Football Team Boosters
- * Two sessions of Junior summer camps with over 30 juniors attending
- * Continued Kemper Player development programs for complimentary and adult group lessons
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CYPRESS PASS SALES

2018 STATUS	2021 PASSES	2020 PASSES
Legacy Single	17	20
Legacy Double	9	9
Cypress Single	8	8
Cypress Double	2	4
Trail Fees	50	58
Founders	1	1
TOTAL PASSES	89	100
TOTAL REVENUE	\$140,299	\$158,588

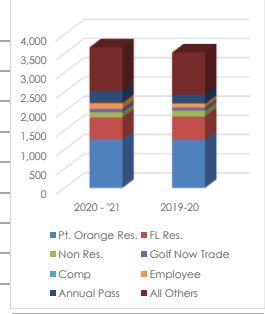
WEATHER INFORMATION

PLAYABLE DAYS	
2021	2020
21	20
PRECIPITATION IN INCHES	
2021	2020
5.9	7.3

ROUNDS SEGMENTATION

SEGMENT	2020 - '21	2019-20
Pt. Orange Res.	1,257	1,248
FL Res.	573	611
Non Res.	132	148
Golf Now Trade	95	81
Comp	8	9
Employee	143	96
Annual Pass	306	237
All Others	1,143	1,095
TOTAL	3,657	3,525

Rounds by Segment



TRUEREVIEW SUMMARY



2021 Month End OVERALL	SERVICE	COURSE	RECOMMEND	NPS	# of SURVEYS
9.8	10.0	9.4	10.0	100.0	25
2020 Month End OVERALL	SERVICE	COURSE	RECOMMEND	NPS	# of SURVEYS
9.2	9.6	8.3	9.6	90.6	36

COMMENTS / NOTES / ACTION ITEMS -

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KemperSports

Uniquely dedicated. Distinctly different. Custom Property Management

The Golf Club at Cypress Head
For the Ten Months Ending July 31, 2021

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
REVENUES												
96,409	72,688	133%	80,807	119%	Green Fees & Cart Fees	1,171,485	1,030,320	114%	1,020,518	115%	1,197,974	1,312,108
7,352	4,900	150%	5,899	125%	Merchandise	87,852	63,473	138%	69,298	127%	71,373	99,066
3,599	690	522%	3,274	110%	Other Pro Shop	19,828	13,672	145%	17,191	115%	15,052	22,005
3,565	2,700	132%	2,632	135%	Range	40,488	32,476	125%	33,643	120%	37,476	46,048
2,924	3,200	91%	2,649	110%	Other Operating Revenues	32,419	32,017	101%	31,512	103%	36,817	36,959
0	0	0%	0	0%	Other G&A Income	0	0	0%	288	0%	0	0
113,849	84,178	135%	95,262	120%	TOTAL REVENUE	1,352,072	1,171,959	115%	1,172,449	115%	1,358,692	1,516,185
COST OF SALES												
4,179	2,989	140%	3,083	136%	Merchandise	56,477	38,719	146%	43,074	131%	43,538	63,546
4,179	2,989	140%	3,083	136%	TOTAL COGS	56,477	38,719	146%	43,074	131%	43,538	63,546
56.8%	61.0%	93.2%	52.3%	108.8%	COGS - Merchandise %	64.3%	61.0%	105.4%	62.2%	103.4%	61.0%	763.3%
PAYROLL												
30,532	34,070	90%	33,710	91%	Course and Grounds	310,697	334,636	93%	314,448	99%	401,983	368,055
8,791	7,368	119%	7,934	111%	Carts, Range, Starters, Etc.	73,535	72,225	102%	73,240	100%	86,723	86,686
9,167	5,573	164%	4,852	189%	Pro Shop	64,403	54,780	118%	58,071	111%	65,733	79,210
13,898	13,275	105%	13,537	103%	General and Administrative	129,147	133,045	97%	140,445	92%	159,595	157,087
4,661	4,432	106%	4,034	116%	Marketing	45,780	44,472	103%	43,315	106%	53,337	56,378
67,069	64,719	104%	64,067	105%	TOTAL PAYROLL	623,562	639,158	98%	629,520	99%	767,370	747,416
OPERATING EXPENSES												
17,818	19,701	90%	19,279	92%	Course and Grounds	210,795	215,880	98%	200,941	105%	270,086	254,516
5,996	8,348	72%	6,739	89%	Carts, Range, Starters, Etc.	67,072	74,490	90%	62,746	107%	88,458	81,063
743	51	1471%	568	131%	Pro Shop	7,089	7,767	91%	8,042	88%	8,525	8,003
18,315	16,243	113%	18,567	99%	General and Administrative	188,274	176,993	106%	179,367	105%	215,295	225,913
2,618	1,508	174%	1,940	135%	Marketing	16,760	17,376	96%	12,714	132%	20,446	22,146
45,489	45,850	99%	47,093	97%	TOTAL OPERATING EXPENSES	489,990	492,506	99%	463,810	106%	602,810	591,641
116,737	113,558	103%	114,243	102%	TOTAL EXPENSES	1,170,029	1,170,383	100%	1,136,404	103%	1,413,718	1,402,603
(2,888)	(29,379)	10%	(18,981)	15%	EBITDA	182,043	1,576	11550%	36,046	505%	(55,026)	113,583

The Golf Club at Cypress Head
For the Ten Months Ending July 31, 2021

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
(2,888)	(29,379)	10%	(18,981)	15%	EBITDA	182,043	1,576	11550%	36,046	505%	(55,026)	113,583
(6,184)	(6,245)	99%	(6,063)	102%	MANAGEMENT FEES	(61,838)	(62,450)	99%	(60,625)	102%	(74,940)	(73,963)
(96)	(96)	100%	(96)	100%	OTHER INCOME (EXPENSE)	(955)	(955)	100%	(955)	100%	(1,146)	(1,146)
(96)	(96)	100%	(96)	100%	Depreciation & Amortization	(955)	(955)	100%	(955)	100%	(1,146)	(1,146)
(9,167)	(35,720)	26%	(25,139)	36%	TOTAL OTHER INCOME (EXPENSE)	(955)	(955)	100%	(955)	100%	(1,146)	(1,146)
					NET INCOME	119,250	(61,829)	-193%	(25,535)	-467%	(131,112)	38,473
3,105	2,774	112%	3,071	101%	Paid Rounds	34,969	32,749	107%	33,840	103%	38,335	39,866
311	486	64%	238	131%	Annual Pass Rounds	3,424	3,985	86%	3,426	100%	4,868	3,948
241	234	103%	216	112%	Other Rounds	2,307	2,286	101%	2,266	102%	2,756	2,727
3,657	3,494	105%	3,525	104%	Total Rounds	40,700	39,020	104%	39,532	103%	45,959	46,541
37	30	121%	31	118%	Revenue/Paid Rounds	39	36	108%	35	112%	35	451
31	24	129%	27	115%	Revenue/Total Rounds	33	30	111%	30	112%	30	385

The Golf Club at Cypress Head
General Ledger

Ranges: From:
Date: 7/1/2021
Account: First

To:
7/31/2021
Last

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

Account
Posting, Unit

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	10020-5950-900	Cash - Course Depository NEW	\$163,503.34	\$138,463.87	\$169,458.23	(\$30,994.36)	\$132,508.98
	10050-5950-900	Cash - Course Payroll BMO	\$28,633.05	\$77,020.55	\$77,025.00	(\$4.45)	\$28,628.60
	10100-5950-900	Cash - Course Other	\$850.00	\$0.00	\$0.00	\$0.00	\$850.00
	10180-5950-900	Cash - Pro Shop Bank	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00
	11160-5950-900	A/R Member	\$14,892.70	\$11,604.89	\$25,553.70	(\$13,948.81)	\$943.89
	12000-5950-900	Inventory - Merchandise	\$21,983.75	\$3,607.38	\$5,022.30	(\$1,414.92)	\$20,568.83
	13020-5950-900	Prepaid Insurance	\$29,343.99	\$8,158.16	\$6,809.54	\$1,348.62	\$30,692.61
	13040-5950-900	Prepaid Exp - Other	\$17,063.23	\$1,722.00	\$272.17	\$1,449.83	\$18,513.06
	20100-5950-900	Machinery & Equipment	\$5,550.40	\$0.00	\$0.00	\$0.00	\$5,550.40
	20160-5950-900	Buildings and Improvements	\$30,597.54	\$0.00	\$0.00	\$0.00	\$30,597.54
	22040-5950-900	Accum. Deprec - Mach & Equip	(\$4,370.14)	\$0.00	\$23.12	(\$23.12)	(\$4,393.26)
	22080-5950-900	Accum. Deprec - Buildings	(\$25,311.56)	\$0.00	\$72.41	(\$72.41)	(\$25,383.97)
	30000-5950-900	Accts Pay - Trade	(\$68,913.77)	\$148,099.53	\$118,591.20	\$29,508.33	(\$39,405.44)
	30040-5950-900	Accts Pay - Other	\$44,421.08	\$11,265.20	\$11,455.11	(\$189.91)	\$44,231.17
	31000-5950-900	Accrued Expenses	(\$2,000.00)	\$2,000.00	\$584.50	\$1,415.50	(\$584.50)
	31020-5950-900	Accrued Payroll	(\$34,459.46)	\$22,282.75	\$27,494.25	(\$5,211.50)	(\$39,670.96)
	31080-5950-900	Accrued Tips Payable	(\$589.00)	\$2,094.00	\$1,858.00	\$236.00	(\$353.00)
	31220-5950-900	Accrued Sales Tax	(\$5,581.75)	\$5,815.51	\$6,526.02	(\$710.51)	(\$6,292.26)
	31400-5950-900	Accrued City Surcharge	\$0.00	\$2,923.87	\$2,923.87	\$0.00	\$0.00
	32000-5950-900	Deferred Rev - Rainchecks	(\$2,695.41)	\$1,121.48	\$1,406.87	(\$285.39)	(\$2,980.80)
	32020-5950-900	Deferred Rev - Outing Deposits	(\$3,496.44)	\$0.00	\$3,475.24	(\$3,475.24)	(\$6,971.68)
	32040-5950-900	Deferred Rev - Legacy GF Passes	(\$10,252.22)	\$3,417.42	\$0.00	\$3,417.42	(\$6,834.80)
	32050-5950-900	Deferred Revenue - Cypress GF Passes	(\$7,499.51)	\$2,499.84	\$0.00	\$2,499.84	(\$4,999.67)
	32070-5950-900	Deferred Rev - Gift Cards	(\$27,092.88)	\$1,682.54	\$874.32	\$808.22	(\$26,284.66)
	32100-5950-900	Deferred Rev - Credit Books	(\$15,511.99)	\$466.09	\$735.66	(\$269.57)	(\$15,781.56)
	32120-5950-900	Deferred Rev - Trail Fee Pass	(\$20,799.96)	\$7,083.32	\$450.00	\$6,633.32	(\$14,166.64)
	32220-5950-900	Deferred Rev - Founders Pass	(\$347.44)	\$115.84	\$0.00	\$115.84	(\$231.60)
	49020-5950-900	Retained Earnings - Current	(\$0.59)	\$0.00	\$0.00	\$0.00	(\$0.59)
	50000-5950-100	Green Fees - Annual Pass	(\$50,578.55)	\$0.00	\$6,033.10	(\$6,033.10)	(\$56,611.65)
	5003A-5950-100	Green Fee - Group	(\$58,322.02)	\$137.93	\$2,485.88	(\$2,347.95)	(\$60,669.97)
	50040-5950-100	Green Fees - Member	(\$2,387.67)	\$29.58	\$0.00	\$29.58	(\$2,358.09)
	5005A-5950-100	Green Fee - Hotel	\$11.24	\$0.00	\$0.00	\$0.00	\$11.24
	5006A-5950-100	Green Fee - Junior	(\$1,968.34)	\$22.56	\$266.96	(\$244.40)	(\$2,212.74)
	50070-5950-100	Green Fees - (surcharge)	(\$29,473.27)	\$3,138.19	\$6,062.06	(\$2,923.87)	(\$32,397.14)
	5007A-5950-100	Green Fee - League	(\$100,658.06)	\$104.85	\$8,179.25	(\$8,074.40)	(\$108,732.46)
	5010A-5950-100	Green Fee - Non-Resident (Standard)	(\$38,704.76)	\$87.30	\$3,224.35	(\$3,137.05)	(\$41,841.81)
	5012A-5950-100	Green Fee - Outing	(\$38,610.59)	\$0.00	\$5,548.08	(\$5,548.08)	(\$44,158.67)
	5014A-5950-100	Green Fee - Resident	(\$231,324.04)	\$1,122.82	\$18,369.22	(\$17,246.40)	(\$248,570.44)
	5015A-5950-100	Green Fee - Senior	(\$116,055.96)	\$308.54	\$12,369.92	(\$12,061.38)	(\$128,117.34)
	5019A-5950-100	Green Fee - Wholesale	(\$962.84)	\$0.00	\$304.96	(\$304.96)	(\$1,267.80)
	50500-5950-200	Cart Fee 18	(\$345,810.82)	\$1,144.01	\$32,577.82	(\$31,433.81)	(\$377,244.63)
	50520-5950-200	Cart Fee - Annual Trail	(\$60,230.04)	\$0.00	\$7,083.32	(\$7,083.32)	(\$67,313.36)
	52090-5950-600	Handicap Fee	(\$4,423.00)	\$0.00	\$0.00	\$0.00	(\$4,423.00)
	52150-5950-600	Lessons	(\$9,616.00)	\$1,200.00	\$4,339.00	(\$3,139.00)	(\$12,755.00)
	52280-5950-600	Rental Clubs	(\$2,190.00)	\$0.00	\$460.00	(\$460.00)	(\$2,650.00)
	52310-5950-600	Retail	(\$80,500.33)	\$270.00	\$7,621.96	(\$7,351.96)	(\$87,852.29)
	53050-5950-220	Range Pass Revenue	(\$36,922.29)	\$182.36	\$3,747.78	(\$3,565.42)	(\$40,487.71)
	56120-5950-100	City Surcharge R & R	(\$29,494.85)	\$0.00	\$2,923.87	(\$2,923.87)	(\$32,418.72)
	60000-5950-600	COGS - Merchandise - Accessories	\$52,298.24	\$4,242.01	\$63.26	\$4,178.75	\$56,476.99
	70000-5950-100	Gross Payroll - Salaried	\$85,657.84	\$13,480.75	\$3,762.06	\$9,718.69	\$95,376.53
	70000-5950-900	Gross Payroll - Salaried	\$91,413.28	\$15,109.50	\$4,038.00	\$11,071.50	\$102,484.78
	70000-5950-950	Gross Payroll - Salaried	\$33,236.29	\$5,076.77	\$1,283.62	\$3,793.15	\$37,029.44
	70010-5950-100	Gross Payroll - Hourly	\$157,804.32	\$23,277.93	\$6,426.44	\$16,851.49	\$174,655.81

TRIAL BALANCE SUMMARY FOR 2020

The Golf Club at Cypress Head

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	70010-5950-200	Gross Payroll - Hourly	\$57,947.49	\$10,652.58	\$2,909.59	\$7,742.99	\$65,690.48
	70010-5950-600	Gross Payroll - Hourly	\$45,528.56	\$10,092.33	\$2,279.56	\$7,812.77	\$53,341.33
	70010-5950-900	Gross Payroll - Hourly	(\$100.00)	\$0.00	\$0.00	\$0.00	(\$100.00)
	71000-5950-100	Payroll Tax - FICA	\$18,100.63	\$2,709.10	\$779.43	\$1,929.67	\$20,030.30
	71000-5950-200	Payroll Tax - FICA	\$4,608.71	\$920.17	\$222.60	\$697.57	\$5,306.28
	71000-5950-600	Payroll Tax - FICA	\$3,456.83	\$762.61	\$174.38	\$588.23	\$4,045.06
	71000-5950-900	Payroll Tax - FICA	\$6,460.70	\$1,045.35	\$308.91	\$736.44	\$7,197.14
	71000-5950-950	Payroll Tax - FICA	\$2,399.41	\$356.29	\$98.16	\$258.13	\$2,657.54
	71010-5950-100	Payroll Tax - UC	\$1,550.58	\$20.22	\$0.00	\$20.22	\$1,570.80
	71010-5950-200	Payroll Tax - UC	\$1,107.15	\$148.27	\$0.00	\$148.27	\$1,255.42
	71010-5950-600	Payroll Tax - UC	\$528.00	\$50.87	\$0.00	\$50.87	\$578.87
	71010-5950-900	Payroll Tax - UC	(\$775.77)	\$0.00	\$0.00	\$0.00	(\$775.77)
	71010-5950-950	Payroll Tax - UC	(\$128.80)	\$0.00	\$0.00	\$0.00	(\$128.80)
	71020-5950-100	Payroll Tax - WC	\$4,555.20	\$709.78	\$0.00	\$709.78	\$5,264.98
	71020-5950-200	Payroll Tax - WC	\$1,079.77	\$202.55	\$0.00	\$202.55	\$1,282.32
	71020-5950-600	Payroll Tax - WC	\$867.59	\$194.13	\$0.00	\$194.13	\$1,061.72
	71020-5950-900	Payroll Tax - WC	\$1,734.93	\$290.59	\$0.00	\$290.59	\$2,025.52
	71020-5950-950	Payroll Tax - WC	\$632.10	\$97.77	\$0.00	\$97.77	\$729.87
	71030-5950-100	Benefits	\$12,496.28	\$5,232.09	\$3,929.71	\$1,302.38	\$13,798.66
	71030-5950-600	Benefits	\$4,854.43	\$1,061.54	\$540.30	\$521.24	\$5,375.67
	71030-5950-900	Benefits	\$16,516.58	\$3,919.30	\$2,120.13	\$1,799.17	\$18,315.75
	71030-5950-950	Benefits	\$4,960.32	\$1,199.39	\$667.75	\$531.64	\$5,491.96
	80110-5950-200	Cart Supplies	\$1,260.25	\$0.00	\$0.00	\$0.00	\$1,260.25
	80120-5950-100	Chemicals	\$3,407.52	\$0.00	\$0.00	\$0.00	\$3,407.52
	80170-5950-100	Course Accessories	\$414.82	\$0.00	\$0.00	\$0.00	\$414.82
	80230-5950-100	Fertilizer	\$40,657.61	\$3,383.90	\$142.92	\$3,240.98	\$43,898.59
	80250-5950-100	Flowers/Decor	\$873.30	\$0.00	\$0.00	\$0.00	\$873.30
	80270-5950-100	Fuel	\$6,796.14	\$1,416.36	\$0.00	\$1,416.36	\$8,212.50
	80280-5950-100	Fungicides	\$1,371.25	\$0.00	\$0.00	\$0.00	\$1,371.25
	80320-5950-100	Herbicides	\$14,117.92	\$912.39	\$46.63	\$865.76	\$14,983.68
	80370-5950-100	Insecticides	\$7,895.50	\$1,072.75	\$0.00	\$1,072.75	\$8,968.25
	80380-5950-900	Janitorial Supplies	\$5,229.95	\$812.00	\$0.00	\$812.00	\$6,041.95
	80420-5950-900	Laundry/Uniforms	\$1,020.38	\$0.00	\$0.00	\$0.00	\$1,020.38
	80520-5950-600	Office Supplies	\$509.57	\$247.87	\$0.00	\$247.87	\$757.44
	80520-5950-900	Office Supplies	\$1,831.66	\$393.11	\$0.00	\$393.11	\$2,224.77
	80610-5950-220	Range Balls	\$2,654.00	\$0.00	\$0.00	\$0.00	\$2,654.00
	80620-5950-220	Range Equipment	\$3,092.94	\$0.00	\$0.00	\$0.00	\$3,092.94
	80630-5950-220	Range Expenses	\$391.80	\$0.00	\$0.00	\$0.00	\$391.80
	80690-5950-100	Sand/Topdress	\$7,326.01	\$0.00	\$0.00	\$0.00	\$7,326.01
	80710-5950-100	Seeds/Trees	\$7,475.00	\$0.00	\$0.00	\$0.00	\$7,475.00
	80730-5950-100	Small Tools	\$211.51	\$2,145.67	\$0.00	\$2,145.67	\$2,357.18
	80780-5950-600	Supplies	\$1,332.38	\$0.00	\$0.00	\$0.00	\$1,332.38
	80810-5950-600	Tournament Expense	\$106.04	\$145.76	\$145.76	\$0.00	\$106.04
	81010-5950-900	Alarm System	\$2,062.50	\$116.50	\$1,026.00	(\$909.50)	\$1,153.00
	81090-5950-200	Cart Repairs	\$359.02	\$0.00	\$0.00	\$0.00	\$359.02
	81130-5950-900	Computer Service	\$586.13	\$1,181.67	\$0.00	\$1,181.67	\$1,767.80
	81140-5950-900	Contract Cleaning	\$7,308.00	\$0.00	\$0.00	\$0.00	\$7,308.00
	81200-5950-900	Guest Relations	\$80.71	\$0.00	\$0.00	\$0.00	\$80.71
	81220-5950-600	Handicap Expense	\$4,165.00	\$495.00	\$0.00	\$495.00	\$4,660.00
	81250-5950-100	Irrigation	\$9,231.58	\$1,081.33	\$550.00	\$531.33	\$9,762.91
	81270-5950-600	Lesson Expense	(\$32.18)	\$0.00	\$0.00	\$0.00	(\$32.18)
	81350-5950-100	Repair & Maint - Equipment	\$12,133.47	\$940.50	\$18.42	\$922.08	\$13,055.55
	81350-5950-220	Repair & Maint - Equipment	\$69.25	\$0.00	\$0.00	\$0.00	\$69.25
	81350-5950-900	Repair & Maint - Equipment	\$0.00	\$134.50	\$0.00	\$134.50	\$134.50
	81360-5950-100	Repair & Maint - Building	\$1,250.31	\$0.00	\$0.00	\$0.00	\$1,250.31
	81360-5950-600	Repair & Maint - Building	\$265.67	\$0.00	\$0.00	\$0.00	\$265.67
	81360-5950-900	Repair & Maint - Building	\$3,540.35	\$1,459.50	\$0.00	\$1,459.50	\$4,999.85
	82000-5950-200	Cart Lease	\$44,766.00	\$4,974.00	\$0.00	\$4,974.00	\$49,740.00
	82020-5950-100	Equipment Lease	\$51,489.00	\$5,721.00	\$0.00	\$5,721.00	\$57,210.00
	82060-5950-900	Off-Site Storage	\$1,584.00	\$176.00	\$0.00	\$176.00	\$1,760.00

TRIAL BALANCE SUMMARY FOR 2020

The Golf Club at Cypress Head

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	83000-5950-100	Utilities - Electric	\$1,779.14	\$243.77	\$0.00	\$243.77	\$2,022.91
	83000-5950-200	Utilities - Electric	\$8,483.57	\$1,021.61	\$0.00	\$1,021.61	\$9,505.18
	83020-5950-100	Utilities - Other	\$15,825.96	\$1,417.39	\$0.00	\$1,417.39	\$17,243.35
	83020-5950-900	Utilities - Other	\$15,033.75	\$2,138.38	\$0.00	\$2,138.38	\$17,172.13
	83030-5950-900	Utilities - Telephone/Fax	\$1,753.77	\$531.73	\$300.00	\$231.73	\$1,985.50
	83050-5950-100	Utilities - Water	\$1,957.45	\$212.24	\$0.00	\$212.24	\$2,169.69
	84040-5950-950	Adv/Promo - Mktg/Bus Dev	\$14,142.44	\$2,680.85	\$63.26	\$2,617.59	\$16,760.03
	85020-5950-900	Bank Charges	\$3,620.05	\$355.43	\$0.00	\$355.43	\$3,975.48
	85050-5950-900	Cash Short/(Over)	(\$199.08)	\$64.22	\$85.73	(\$21.51)	(\$220.59)
	85060-5950-900	Cell Phone	\$1,800.00	\$200.00	\$0.00	\$200.00	\$2,000.00
	85070-5950-900	City Surcharge R & R	\$29,494.85	\$2,923.87	\$0.00	\$2,923.87	\$32,418.72
	85120-5950-900	Credit Card Discounts	\$27,069.39	\$1,944.75	\$0.00	\$1,944.75	\$29,014.14
	85140-5950-900	Donations	\$726.00	\$0.00	\$0.00	\$0.00	\$726.00
	85150-5950-900	Dues & Subscriptions	\$995.93	\$571.00	\$0.00	\$571.00	\$1,566.93
	85160-5950-100	Education & Training	\$550.00	\$0.00	\$0.00	\$0.00	\$550.00
	85190-5950-100	Employee Relations	\$282.78	\$0.00	\$0.00	\$0.00	\$282.78
	85190-5950-900	Employee Relations	\$1,771.70	\$174.67	\$246.70	(\$72.03)	\$1,699.67
	85200-5950-100	Employee Testing	\$0.00	\$29.00	\$0.00	\$29.00	\$29.00
	85280-5950-900	Insurance Expense	\$47,549.03	\$6,809.54	\$700.00	\$6,109.54	\$53,658.57
	85320-5950-900	Member Relations	\$212.64	\$120.57	\$120.00	\$0.57	\$213.21
	85390-5950-900	O/S - Accounting	\$9,250.00	\$0.00	\$0.00	\$0.00	\$9,250.00
	85430-5950-100	O/S - Other	\$7,680.00	\$0.00	\$0.00	\$0.00	\$7,680.00
	85480-5950-900	Payroll Processing Fee	\$3,250.04	\$887.34	\$450.00	\$437.34	\$3,687.38
	85490-5950-900	Postage/Shipping	\$1,798.78	\$180.89	\$0.00	\$180.89	\$1,979.67
	85610-5950-100	Tax/Licenses/Fees	\$250.00	\$0.00	\$0.00	\$0.00	\$250.00
	85610-5950-900	Tax/Licenses/Fees	(\$270.00)	\$75.00	\$30.00	\$45.00	(\$225.00)
	85710-5950-900	Travel - Meals	\$568.90	\$22.72	\$0.00	\$22.72	\$591.62
	85720-5950-900	Travel - Other	\$2,272.29	\$0.00	\$0.00	\$0.00	\$2,272.29
	89020-5950-900	Employee Meals	\$17.04	\$0.00	\$0.00	\$0.00	\$17.04
	90000-5950-900	Management Fee	\$55,654.02	\$6,183.78	\$0.00	\$6,183.78	\$61,837.80
	98020-5950-900	Deprec - Mach & Equip	\$208.08	\$23.12	\$0.00	\$23.12	\$231.20
	98040-5950-900	Deprec - Buildings	\$651.69	\$72.41	\$0.00	\$72.41	\$724.10
	R002A-5950-100	Rounds - Annual	3,113.00	322.00	11.00	311.00	3,424.00
	R003A-5950-100	Rounds - Group	3,533.00	198.00	13.00	185.00	3,718.00
	R005A-5950-100	Rounds - Green Fee - Hotel	(2.00)	0.00	0.00	0.00	(2.00)
	R006A-5950-100	Rounds - Green Fee - Junior	543.00	104.00	6.00	98.00	641.00
	R007A-5950-100	Rounds - Green Fee - League	4,739.00	500.00	6.00	494.00	5,233.00
	R010A-5950-100	Rounds - Green Fee - Non-Resident (Standard)	1,348.00	135.00	3.00	132.00	1,480.00
	R011A-5950-100	Rounds - Green Fee - Non-Resident	101.00	3.00	0.00	3.00	104.00
	R012A-5950-100	Rounds - Green Fee - Outing	2,088.00	334.00	0.00	334.00	2,422.00
	R014A-5950-100	Rounds - Resident	14,497.00	1,334.00	77.00	1,257.00	15,754.00
	R015A-5950-100	Rounds - Green Fee - Senior	5,062.00	590.00	17.00	573.00	5,635.00
	R016A-5950-100	Rounds - Green Fee - Staff	1,052.00	149.00	6.00	143.00	1,195.00
	R017A-5950-100	Rounds - Green Fee - Trade	913.00	96.00	1.00	95.00	1,008.00
	R019A-5950-100	Rounds - Green Fee - Wholesale	56.00	32.00	0.00	32.00	88.00
	RCMWD-5950-100	Rounds - Complimentary - Weekday	15,846.00	0.00	0.00	0.00	15,846.00
	REMWD-5950-100	Rounds - Employee - Weekday	21,589.00	0.00	0.00	0.00	21,589.00
	RMBWD-5950-100	Rounds - Member - Weekday	80,170.00	0.00	0.00	0.00	80,170.00
	RPKWD-5950-100	Rounds - Peak - Weekday	450,023.00	0.00	0.00	0.00	450,023.00
	RPKWE-5950-100	Rounds - Peak - Weekend	5,071.00	0.00	0.00	0.00	5,071.00
		<u>Accounts</u>	<u>Beginning Balance</u>	<u>Debit</u>	<u>Credit</u>	<u>Net Change</u>	<u>Ending Balance</u>
	Grand Totals:	163	\$0.00	\$615,738.36	\$615,738.36	\$0.00	\$0.00

The Golf Club at Cypress Head
Course Cash Flow Report
For the Year Ended July 31, 2021

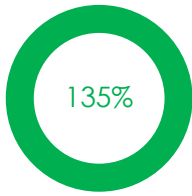
	OCT Actual	NOV Actual	DEC Actual	JAN Actual	FEB Actual	MAR Actual	APR Actual	MAY Actual	JUN Actual	JUL Actual	AUG Actual	SEP Actual
EBITDA	(20,095)	(8,859)	9,497	44,395	26,028	72,531	43,667	28,838	(11,071)	(2,888)	0	0
Management Fee Expense	(6,184)	(6,184)	(6,184)	(6,184)	(6,184)	(6,184)	(6,184)	(6,184)	(6,184)	(6,184)	0	0
Depreciation & Amortization	(96)	(96)	(96)	(96)	(96)	(96)	(96)	(96)	(96)	(96)	0	0
Net Income	(26,375)	(15,138)	3,217	38,116	19,749	66,252	37,387	22,559	(17,350)	(9,167)	0	0
Working Capital Changes												
Inventory	(4,220)	(8,067)	5,087	(959)	(7,579)	491	4,544	4,188	1,586	1,415	0	0
Receivables	48,371	803	(155)	173	(147)	(396)	674	148	(14,893)	13,949	0	0
Prepaid Expenses	4,989	(10,579)	(4,535)	6,845	4,617	(661)	5,905	12,909	(23,624)	(2,798)	0	0
Payables	366	22,974	3,069	10,092	20,983	(8,662)	(10,360)	33,575	(29,232)	(29,508)	0	0
Due to from the City	(12,616)	0	(143)	10,838	313	(24)	(243)	457	(418)	190	0	0
Accrued Expenses	(8,228)	26,425	(12,944)	(2,156)	(1,173)	6,989	(21,396)	7,574	(512)	4,271	0	0
Deferred Revenues	(28,722)	(3,864)	(1,732)	(18,758)	(10,894)	(7,218)	(15,667)	(18,731)	(8,194)	(9,444)	0	0
Depreciation & Amortization	96	96	96	96	96	96	96	96	96	96	0	0
Operating Cash Flow	(26,338)	12,649	(8,040)	44,288	25,963	56,865	940	62,774	(92,542)	(30,999)	0	0
Investing Activities												
Financing Activities												
Net Cash Flows	(26,338)	12,649	(8,040)	44,288	25,963	56,865	940	62,774	(92,542)	(30,999)	0	0
Beginning Cash	116,928	90,590	103,239	95,199	139,486	165,450	222,315	223,254	286,028	193,486	162,488	133,895
Net Cash Flows	(26,338)	12,649	(8,040)	44,288	25,963	56,865	940	62,774	(92,542)	(30,999)	0	0
Ending Cash	90,590	103,239	95,199	139,486	165,450	222,315	223,254	286,028	193,486	162,488	162,488	133,895

Sales & Marketing Snapshot

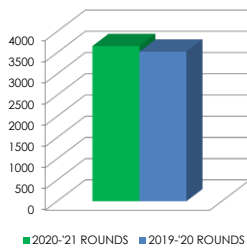
JULY

REPORT DATE 8/13/21

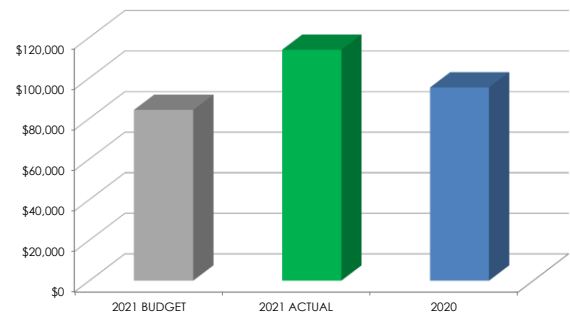
Percentage of Budget



Monthly Summary Totals



MONTHLY BUDGET
\$84,178
ACTUAL MONTHLY REVENUE
\$113,849
VARIANCE TO BUDGET
\$29,671
PY MONTHLY REVENUE
\$95,262



JULY

2020 -21 Monthly Budget

REVENUE CLASS	AMOUNT
Total Golf	\$72,688
Outings	\$5,000
Merchandise	\$5,590
Payroll Expense	\$64,719
OpEx	\$45,850

2020 -21 Actual Revenue

REVENUE CLASS	AMOUNT
Total Golf	\$96,409
Outings	\$13,653
Merchandise	\$10,951
Payroll Expense	\$67,069
OpEx	\$45,489

Month PY

REVENUE CLASS	AMOUNT
Total Golf	\$80,807
Outings	\$7,730
Merchandise	\$9,173
Payroll Expense	\$64,067
OpEx	\$47,093

2020-21 ROUNDS

3657

2019-20 ROUNDS

3525

JULY

ACTION ITEMS / STRATEGIES / COMMENTS

- * Exceeded revenue goals by 35% over budget
- * Increased number of rounds from previous year even with the course being closed for Hurricane Elsa and multiple days of restricted conditions
- * Golf Tournaments held for the Port Orange Chamber of Commerce and the Spruce Creek Football Team Boosters
- * Two sessions of Junior summer camps with over 30 juniors attending
- * Continued Kemper Player development programs for complimentary and adult group lessons
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CYPRESS PASS SALES

2018 STATUS	2021 PASSES	2020 PASSES
Legacy Single	17	20
Legacy Double	9	9
Cypress Single	8	8
Cypress Double	2	4
Trail Fees	50	58
Founders	1	1
TOTAL PASSES	89	100
TOTAL REVENUE	\$140,299	\$158,588

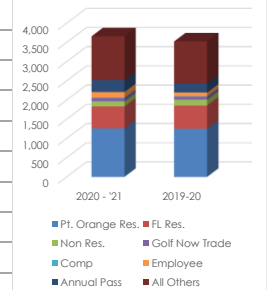
WEATHER INFORMATION

PLAYABLE DAYS	2021	2020
	21	20
PRECIPITATION IN INCHES	2021	2020
	5.9	7.3

ROUNDS SEGMENTATION

SEGMENT	2020 - '21	2019-20
Pt. Orange Res.	1,257	1,248
FL Res.	573	611
Non Res.	132	148
Golf Now Trade	95	81
Comp	8	9
Employee	143	96
Annual Pass	306	237
All Others	1,143	1,095
TOTAL	3,657	3,525

Rounds by Segment



TRUEREVIEW SUMMARY



2021 Month End OVERALL	SERVICE	COURSE	RECOMMEND	NPS	# of SURVEYS
9.8	10.0	9.4	10.0	100.0	25
2020 Month End OVERALL	SERVICE	COURSE	RECOMMEND	NPS	# of SURVEYS
9.2	9.6	8.3	9.6	90.6	36

COMMENTS / NOTES / ACTION ITEMS -

- *
- *
- *
- *
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August 20th, 2021

Robin Fenwick
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

Dear Ms. Fenwick,

The following is the financial and operational summary report for July 2021 at Cypress Head Golf Club. These numbers reflect only the Golf portion for the month and year to date.

FINANCIAL SUMMARY FOR GOLF MONTH ENDING July 2021								
	Current				Year to Date			
	Actual	Budget	Variance vs. Budget		Actual	Budget	Prior Year	Variance vs. Budget
Revenue								
Green Fees	\$ 57,892	\$ 35,128	\$ 22,764		\$ 726,927	\$ 615,432	\$ 625,765	\$ 111,495
Cart Fees	\$ 38,517	\$ 37,560	\$ 957		\$ 444,558	\$ 414,888	\$ 395,041	\$ 29,670
Range	\$ 3,565	\$ 2,700	\$ 865		\$ 40,488	\$ 32,476	\$ 33,643	\$ 8,012
Pro- Shop Revenues	\$ 10,951	\$ 5,590	\$ 5,361		\$ 107,680	\$ 77,145	\$ 86,489	\$ 30,535
City Surcharge R/R	\$ 2,924	\$ 3,200	\$ (276)		\$ 32,419	\$ 32,017	\$ 31,512	\$ 402
Total Revenue	\$ 113,849	\$ 84,178	\$ 29,671		\$ 1,352,072	\$ 1,171,958	\$ 1,172,450	\$ 180,114
Cost of Sales	\$ 4,179	\$ 2,989	\$ 1,190		\$ 56,477	\$ 38,719	\$ 43,074	\$ 17,758
Merchandise	\$ 4,179	\$ 2,989	\$ 1,190	56%	\$ 56,477	\$ 38,719	\$ 43,074	\$ 17,758
Gross Margin	\$ 109,670	\$ 81,189	\$ 28,481		\$ 1,295,595	\$ 1,133,239	\$ 1,129,376	\$ 162,356
Total Payroll	\$ 67,069	\$ 64,719	\$ 2,350		\$ 623,562	\$ 639,158	\$ 629,520	\$ (15,596)
Total Operating Expenses	\$ 45,489	\$ 45,850	\$ (361)		\$ 489,990	\$ 492,506	\$ 463,810	\$ (2,516)
EBITDA	\$ (2,888)	\$ (29,379)	\$ 26,491		\$ 182,043	\$ 1,576	\$ 36,046	\$ 180,467
Other Expenses	\$ 6,280	\$ 6,341	\$ (61)		\$ 62,793	\$ 63,405	\$ 61,580	\$ (612)
Management Fee	\$ 6,184	\$ 6,245	\$ (61)		\$ 61,838	\$ 62,450	\$ 60,625	\$ (612)
Interest Expense	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
Depreciation	\$ 96	\$ 96	\$ -		\$ 955	\$ 955	\$ 955	\$ -
Net Cash From Ops	\$ (9,168)	\$ (35,720)	\$ 26,552		\$ 119,250	\$ (61,829)	\$ (25,534)	\$ 181,079
Rounds								
Total Rounds	3,657	3,494	163		40,700	39,020	39,532	1,680
Paid Rounds	3,105	2,774	331		34,969	32,749	33,840	2,220
Avg. GF/CF Total rounds	\$26.36	\$20.80	\$ 5.56		\$28.78	\$26.40	\$25.82	\$ 2.38
Avg. GF/CF Paid rounds	\$31.05	\$26.20	\$ 4.85		\$33.50	\$31.46	\$30.17	\$ 2.04
Avg. Merchandise/round	\$2.99	\$1.60	\$ 1.39		\$2.65	\$1.98	\$2.19	\$ 0.67

Overview:

- Overall golf revenues for July finished 35% higher to the projected budget for the month. This was accomplished with incredible course conditions and great customer service. There was an increase in over 160 rounds even with multiple days of closure due to Hurricane Elsa and the normal Florida afternoon thundershowers. Golf Advisor continues to rate the golf course with a 98% referral by its players posting incredible course conditions and the friendliest customer service in the county. The range revenues continue to be higher to the budget & Pro Shop revenues were also much higher to the budget as a result of club and merchandise sales.
- Total payroll for the month was slightly higher to the projected budget due to longer hours of operations for the guests. The entire team continues to work diligently to maintain the continuity for our guests and offer the Best in Class conditions for all players.
- Our operating expenses finished equal to the budgeted amount and we continue to monitor all expenses related to fertilizers, fungicides, mole cricket applications and herbicides needed to maintain the improved course conditions.
- The month of July is the tenth month in our fiscal year 2020-2021 with yearly revenues being ahead by 15%. Our EBITDA remains extremely positive for the current year. Pro shop revenues are higher to the budget, range revenues are higher, payroll is lower than projected and expenses are lower as well to the budget.

R&R Projects:

- There were no projects for the month of July 2021.

Tee Sheet Activity:

- There were 3,657 total rounds for the month which included 3,105 paid rounds, 311 Annual with Cypress Pass member rounds and 241 other rounds. The round type for the month included 2,692 eighteen hole rounds and 837 nine hole rounds.
- The Golf staff continues to monitor daily tee sheet activity and they are trained to recognize underutilization of the tee sheet and offer promotional prices through the website to increase the number of potential players.

July 2021 and YTD rounds mix:

Type	Actual	Budget	Month- P.Y.	Y.T.D	P.Y-Y.T.D
Paid	3105	2774	3071	34969	33840
Annual	311	486	238	3424	3426
Other rounds	241	234	216	2307	2266
Total Rounds	3657	3494	3525	40700	39532

Departmental Summaries:**Course & Grounds/Range**

- Our superintendent, Darren Bache continues to follow the agronomic program that he developed for Cypress Head. The golf course conditions have improved tremendously with his guidance and our mindshare comments has confirmed that Cypress Head is the best place to play in Volusia County.
- Expenses for the month were equal to the projected budget.
- During the summer months, maintaining the mowing cycles for the fairways, greens and roughs is our priority.
- There is a scheduled aerification of the greens and tee boxes in August.
- We continue to top dress the greens on a regular basis to reduce thatch and grain to maintain quality putting surfaces. During the month the maintenance team did a pre-emergent weed control as well as a mole cricket application throughout the golf course.

Golf Shop/Carts

- The golf shop at Cypress Head is experiencing supply issues with products & merchandise from our manufacturers including Callaway, Titleist and Footjoy. There was \$485.00 in gift card sales purchased for the month with \$10,951.00 in pro-shop sales.
- We continue to follow all regular maintenance procedures regarding the cart fleet which includes registering monthly totals for battery amperage and mileage.
- The staff at Cypress Head Golf Course will continue to offer individual lessons and a series of Golf Get Ready clinics for beginners and intermediate players in July. Cypress Head is also involved with a Kemper Sports Player initiative promoting golf for both new and established players. We also hosted two more sessions of Junior Summer Golf Camps in July.
- The MGA and the WGA have continued their league play.

Marketing and Sales:

- Cypress Head continues to build on the 2021 tournament season by hosting several high profile golf tournaments. The premiere golf event held in July was the Port Orange South Daytona Chamber of Commerce along with a fundraiser for the Spruce Creek Football team.
- We are continuing to see an increase in tournament inquiries for 2022.
- We are maintaining our involvement with Golf Pac, and Tee-Times USA along with other National wholesaler and Golf Now to maximize utilization of our tee sheet.

- Cypress Head continues to be active members of the Port Orange South Daytona Chamber of Commerce, Daytona Chamber of Commerce, SEV Chamber and POSD Rotary keeping us informed regarding the challenges of the business and local community.
- We continue to maintain our database of emails with approximately 11,000 unique e-mail addresses. The golf staff continues to update player profiles including residency, phone numbers and proper classifications of all players.

Summary Report

Report run: 8/13/2021 1:48 PM MDT

Data current as of: 8/13/2021 1:37 PM MDT

Key: Poor Acceptable Excellent

REPORT CRITERIA

Date of Survey	7/1/21 - 7/31/21
Select level:	Cypress Head Golf Club

	NPS	Overall Rating	Service Rating	Course Rating	Recommend Rating	# of Surveys
Goal Index	70.0 70.0					
Totals	100.0	9.8	10.0	9.4	10.0	25
Cypress Head Golf Club	100.0	9.8	10.0	9.4	10.0	25

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inmoment

- Course summary report for June showed an overall rating for the golf course of 9.8 with a course rating of 9.4 and our service rating is at 10.0.
- In addition to the report above, we continue using a new Google Analytic tool that provides us with an alternative ratings source from Golf Now Advisors.



- We continue to assist all players by helping them to enjoy their experience here at Cypress Head. There were some reviews that had constructive ideas to help us improve in some areas which we will evaluate as a team. The comments returned by the players in this avenue are useful tools in helping our maintenance and golf staff team improve. We also review all negative comments and they are discussed by our team and if required we will contact the individual to help us better understand their concerns. Players also have access to a suggestion box which is located at the clubhouse near the Men's and Ladies bulletin boards.

Corporate Support:

- Kemper Sports Center for Excellence – Ongoing resource. We have been participating in monthly webinars designed to share best practices used at Kemper properties throughout the country.

Insights:

- We continue to work with the entire staff at the Parks & Recreation department. Together we are prepared to face any challenges that may come our way.

Respectfully Submitted,

Bob Duquette, PGA

General Manager
The Golf Club at Cypress Head

Matt Lindley

Regional Operating Executive
KemperSports Management

The Golf Club at Cypress Head													
For the Month Ending August 31, 2021													
	08/31/20	09/30/20	10/31/20	11/30/20	12/31/20	01/31/21	02/28/21	03/31/21	04/30/21	05/31/21	06/30/21	07/31/21	08/31/21
REVENUES													
Green Fees & Cart Fees	71,518.85	69,104.20	75,979.77	85,818.30	105,860.59	139,637.86	133,308.83	165,630.35	143,131.74	138,027.00	87,672.28	96,409.14	77,229.74
Merchandise	6,264.29	4,949.02	5,399.26	6,383.41	11,547.34	9,386.28	6,908.60	11,642.11	12,002.67	8,858.95	8,371.71	7,351.96	6,600.09
Other Pro Shop	1,041.00	1,136.03	688.00	410.00	1,195.00	2,281.00	4,743.00	1,680.00	1,445.00	1,130.00	2,677.00	3,569.00	968.00
Range	2,916.82	2,643.28	2,893.32	2,694.98	4,358.78	4,704.70	4,023.23	5,075.06	4,847.58	4,778.02	3,546.62	3,565.42	3,126.44
Other Operating Revenues	2,380.08	2,160.12	2,396.53	2,469.38	3,062.05	3,743.08	3,343.11	4,296.27	3,735.09	3,719.11	2,730.23	2,023.87	2,296.89
TOTAL REVENUE	84,121.04	79,992.65	87,356.88	97,776.07	126,023.76	159,732.92	152,326.77	188,332.79	165,162.08	156,513.08	104,997.84	113,849.30	90,161.16
COST OF SALES													
Merchandise	4,567.10	2,501.58	3,272.26	4,230.35	7,803.61	5,991.16	4,831.76	7,816.50	7,772.41	5,291.88	5,288.31	4,178.75	4,107.60
TOTAL COGS	4,567.10	2,501.58	3,272.26	4,230.35	7,803.61	5,991.16	4,831.76	7,816.50	7,772.41	5,291.88	5,288.31	4,178.75	4,107.60
COGS - Merchandise %	72.9%	50.5%	60.6%	66.3%	67.6%	63.8%	69.9%	67.1%	64.8%	59.7%	63.2%	56.8%	62.2%
PAYROLL													
Course and Grounds	28,516.94	28,840.74	30,814.43	30,037.93	32,730.71	31,230.95	31,632.30	32,463.30	30,970.73	30,760.37	29,524.13	30,532.23	32,618.04
Carts, Range, Starters, Etc.	6,745.30	6,406.57	6,334.67	5,574.37	6,412.85	7,161.82	7,006.60	8,686.20	7,652.25	8,319.07	7,602.29	8,791.38	6,538.97
Pro Shop	8,349.83	6,457.92	5,008.13	4,989.96	5,239.19	7,792.09	5,770.77	6,936.55	5,888.14	6,545.47	7,065.11	9,167.24	6,333.96
General and Administrative	13,210.09	14,729.01	13,117.81	12,679.37	12,928.33	12,740.89	12,713.14	13,283.61	12,695.50	13,165.87	11,925.20	13,897.70	13,296.23
Marketing	4,170.83	6,427.25	4,090.67	4,237.66	4,791.98	3,956.48	4,850.25	4,915.41	4,948.65	4,904.27	4,433.95	4,680.69	4,583.00
TOTAL PAYROLL	60,992.99	62,861.49	59,355.71	57,519.29	62,073.06	62,882.23	61,973.06	66,288.07	62,155.27	63,695.05	60,550.68	67,069.24	63,339.20
OPERATING EXPENSES													
Course and Grounds	25,235.11	18,485.92	16,445.07	17,150.04	20,120.85	20,264.49	30,698.15	13,555.51	22,231.96	30,386.95	22,153.25	17,818.33	25,243.86
Carts, Range, Starters, Etc.	6,807.38	7,183.04	8,694.43	6,765.18	4,216.83	5,975.01	6,898.29	8,167.60	8,308.22	5,892.53	6,168.74	5,995.61	6,670.57
Pro Shop	143.73	769.79	168.01	12.23	1,053.49	38.86	4,163.34	733.19	12.73	70.15	94.48	742.87	2,752.98
General and Administrative	16,710.39	20,920.05	17,144.45	19,897.28	20,907.63	19,361.67	16,713.09	17,871.46	19,297.70	20,300.43	18,456.65	16,314.96	17,572.55
Marketing	718.61	4,667.70	2,382.27	1,060.84	351.36	824.17	1,051.13	1,369.08	1,717.29	2,029.95	3,356.35	2,617.59	238.94
TOTAL OPERATING EXPENSE	49,615.22	52,035.50	44,824.23	44,885.57	46,650.36	46,464.40	59,494.00	41,696.84	51,567.90	58,688.01	50,229.47	45,489.38	52,478.90
TOTAL EXPENSES	115,175.31	117,398.57	107,452.20	106,635.21	116,527.03	115,337.79	126,298.82	115,801.41	121,495.58	127,674.94	116,068.46	116,737.35	119,925.70
EBITDA	(31,054.27)	(37,405.92)	(20,095.32)	(8,859.14)	9,496.73	44,395.13	26,027.95	72,531.38	43,666.50	28,838.14	(11,070.62)	(2,887.96)	(29,764.54)

The Golf Club at Cypress Head

For the Month Ending August 31, 2021

	08/31/20	09/30/20	10/31/20	11/30/20	12/31/20	01/31/21	02/28/21	03/31/21	04/30/21	05/31/21	06/30/21	07/31/21	08/31/21
EBITDA	(31,054.27)	(37,405.92)	(20,095.32)	(8,859.14)	9,496.73	44,395.13	26,027.95	72,531.38	43,666.50	28,838.14	(11,070.62)	(2,887.96)	(29,764.54)
MANAGEMENT FEES	(6,062.53)	(6,062.53)	(6,183.78)	(6,183.78)	(6,183.78)	(6,183.78)	(6,183.78)	(6,183.78)	(6,183.78)	(6,183.78)	(6,183.78)	(6,183.78)	(6,183.78)
Interest Expense - Debt	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Interest Expense - Leases	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Interest Income	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL FINANCING ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OTHER INCOME (EXPENSE)													
Non-Operating Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Transfers from County	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Depreciation & Amortization	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)
Incentive Compensation	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Partnership Income(Loss)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Gain(Loss) On Disposal Of Assets	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Other Expenses / Capital Reserve	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Taxes	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER INCOME (EXPE	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)
NET INCOME	(37,212.33)	(43,563.98)	(26,374.63)	(15,138.45)	3,217.42	38,115.82	19,748.64	66,252.07	37,387.19	22,558.83	(17,349.93)	(9,167.27)	(36,043.85)
Paid Rounds	2,588.00	2,309.00	2,567.00	2,661.00	3,221.00	4,013.00	3,611.00	4,724.00	4,158.00	4,035.00	2,874.00	3,105.00	2,453.00
Annual Pass Rounds	263.00	241.00	313.00	273.00	357.00	397.00	327.00	396.00	372.00	361.00	317.00	311.00	274.00
Other Rounds	238.00	182.00	181.00	194.00	238.00	250.00	228.00	287.00	234.00	256.00	228.00	241.00	286.00
Total Rounds	3,109.00	2,732.00	3,061.00	3,118.00	3,816.00	4,660.00	4,166.00	5,387.00	4,764.00	4,652.00	3,419.00	3,657.00	2,933.00
Revenue/Paid Rounds	32.50	34.64	34.03	36.74	39.13	39.80	42.18	39.87	39.72	38.79	36.53	36.67	36.76
Revenue/Total Rounds	27.06	29.28	28.54	31.36	33.03	34.28	36.56	34.96	34.67	33.64	30.71	31.13	30.74
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

The Golf Club at Cypress Head
Comparative Income Statement
For the Eleven Months Ending August 31, 2021

	MTD Prior Year	YTD Prior Year	Audited Prior Year	Percent of Total	MTD Actual	YTD Actual	Annual Budget	Percent of Total
REVENUES								
Green Fees & Cart Fees	71,519	1,092,037	1,161,141	94%	77,230	1,248,715	1,197,974	104%
Merchandise	6,264	75,563	80,512	94%	6,600	94,452	71,373	132%
Other Pro Shop	1,041	18,232	19,368	94%	908	20,736	15,052	138%
Range	2,917	36,560	39,203	93%	3,126	43,614	37,476	116%
Other Operating Revenues	2,380	33,892	36,052	94%	2,297	34,716	36,817	94%
Other G&A Income	0	288	288	100%	0	0	0	
TOTAL REVENUE	84,121	1,256,570	1,336,563	94%	90,161	1,442,233	1,358,692	106%
COST OF SALES								
Merchandise	4,567	47,641	50,143	95%	4,108	60,585	43,538	139%
TOTAL COGS	4,567	47,641	50,143	95%	4,108	60,585	43,538	139%
COGS - Merchandise %	72.9%	63.0%	62.3%	101.2%	62.2%	64.1%	61.0%	105.2%
PAYROLL								
Course and Grounds	28,517	342,965	371,806	92%	32,618	343,315	401,983	85%
Carts, Range, Starters, Etc.	6,745	79,985	86,391	93%	6,509	80,043	86,723	92%
Pro Shop	8,350	66,421	72,879	91%	6,334	70,737	65,733	108%
General and Administrative	13,210	153,655	168,385	91%	13,295	142,443	159,595	89%
Marketing	4,171	47,486	53,913	88%	4,583	50,363	53,337	94%
TOTAL PAYROLL	60,993	690,513	753,374	92%	63,339	686,901	767,370	90%
OPERATING EXPENSES								
Course and Grounds	25,235	226,176	244,662	92%	25,244	236,038	270,086	87%
Carts, Range, Starters, Etc.	6,807	69,554	76,737	91%	6,671	73,743	88,458	83%
Pro Shop	144	8,186	8,955	91%	2,753	9,842	8,525	115%
General and Administrative	16,710	196,077	217,006	90%	17,573	205,846	215,295	96%
Marketing	719	13,433	18,101	74%	239	16,999	20,446	83%
TOTAL OPERATING EXPENSES	49,615	513,425	565,461	91%	52,479	542,469	602,810	90%
TOTAL EXPENSES	115,175	1,251,579	1,368,978	91%	119,926	1,289,954	1,413,718	91%
OTHER INCOME (EXPENSE)								
MANAGEMENT FEES	(6,063)	(66,688)	(72,750)	92%	(6,184)	(68,022)	(74,940)	91%
Depreciation & Amortization	(96)	(1,051)	(1,146)	92%	(96)	(1,051)	(1,146)	92%
TOTAL OTHER INCOME (EXPENSE)	(6,158)	(67,739)	(73,897)	92%	(6,279)	(69,072)	(76,086)	91%
NET INCOME	(37,212)	(62,747)	(106,311)	59%	(36,044)	83,206	(131,112)	-63%
=====								
Paid Rounds	2,588	36,428						
Annual Pass Rounds	283	3,709						
Other Rounds	238	2,504						
Total Rounds	3,109	42,641						
Revenue/Paid Rounds	33	34						
Revenue/Total Rounds	27	29						

The Golf Club at Cypress Head
For the Eleven Months Ending August 31, 2021

	<u>08/31/21</u>	<u>09/30/20</u>	<u>08/31/20</u>
ASSETS			
CURRENT ASSETS:			
Cash			
Cash - Depository	84,237	87,684	39,129
Cash - Payroll	28,589	27,894	28,408
Cash - Manual Checks	850	850	850
Cash - Housebank & Other	500	500	500
Total Cash	<u>114,176</u>	<u>116,928</u>	<u>68,887</u>
Accounts Receivable			
A/R Member	832	49,471	165,633
Total Accounts Receivable	<u>832</u>	<u>49,471</u>	<u>165,633</u>
Other Current Assets			
Inventory - Merchandise	19,694	17,054	18,502
Prepaid Insurance	24,563	25,935	20,655
Prepaid Exp - Other	18,420	16,336	16,511
Total Other Current Assets	<u>62,677</u>	<u>59,326</u>	<u>55,669</u>
TOTAL CURRENT ASSETS	<u>177,685</u>	<u>225,725</u>	<u>290,189</u>
PROPERTY, PLANT AND EQUIPMENT:			
Buildings & Improvements	30,598	30,598	30,598
Machinery & Equipment	5,550	5,550	5,550
Property Plant and Equipment	36,148	36,148	36,148
Accumulated Depreciation	(29,873)	(28,822)	(28,726)
TOTAL PROPERTY, PLANT AND EQUIPMENT	<u>6,275</u>	<u>7,326</u>	<u>7,422</u>
TOTAL ASSETS	<u><u>183,960</u></u>	<u><u>233,051</u></u>	<u><u>297,611</u></u>

The Golf Club at Cypress Head
For the Eleven Months Ending August 31, 2021

	<u>08/31/21</u>	<u>09/30/20</u>	<u>08/31/20</u>
LIABILITIES AND STOCKHOLDERS' EQUITY			
CURRENT LIABILITIES:			
Accts Pay - Trade	23,571	26,108	31,752
Accts Pay - Other	(33,534)	(42,586)	63,356
Accrued Expenses	743	598	735
Accrued Payroll	42,018	43,331	35,222
Accrued Taxes	5,010	4,122	15,024
Deferred Revenue	62,946	201,477	214,271
TOTAL CURRENT LIABILITIES	<u>100,754</u>	<u>233,050</u>	<u>360,359</u>
 TOTAL LIABILITIES	 <u>100,754</u>	 <u>233,050</u>	 <u>360,359</u>
 STOCKHOLDER'S EQUITY			
Retained Earnings	83,206	1	(62,748)
Net Retained Earnings	83,206	1	(62,748)
Stockholders Equity	83,206	1	(62,748)
TOTAL STOCKHOLDER'S EQUITY	<u>83,206</u>	<u>1</u>	<u>(62,748)</u>
 TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY	 <u>183,960</u>	 <u>233,051</u>	 <u>297,611</u>

**The Golf Club at Cypress Head
Course Cash Flow Report
August 31, 2021**

	<u>August</u>	<u>YTD</u>
EBITDA	(\$29,764.54)	\$152,278.25
Management Fee Expense	(6,183.78)	(68,021.58)
Depreciation & Amortization	(95.53)	(1,050.83)
Net Income	(36,043.85)	83,205.84
Working Capital Changes		
Inventory	875.22	(2,639.29)
Receivables	112.00	48,638.97
Payables	(15,834.90)	(2,537.46)
Due to from the City	10,696.76	9,051.25
Prepays	6,222.47	(711.90)
Accrued Liabilities	870.52	(279.87)
Other Liabilities	(15,304.93)	(138,530.27)
Depreciation & Amortization	95.53	1,050.83
Operating Cash Flow	(48,311.18)	(2,751.90)
Investing Cash Flows	<u> </u>	<u> </u>
Financing Cash Flow	<u> </u>	<u> </u>
Net Cash Flows	<u>(48,311.18)</u>	<u>(2,751.90)</u>
Beginning Cash	162,487.58	116,928.30
Net Cash Flows	<u>(48,311.18)</u>	<u>(2,751.90)</u>
Ending Cash	<u>114,176.40</u>	<u>114,176.40</u>

The Golf Club at Cypress Head
Course Cash Flow Report
For the Year Ended August 31, 2021

	OCT Actual	NOV Actual	DEC Actual	JAN Actual	FEB Actual	MAR Actual	APR Actual	MAY Actual	JUN Actual	JUL Actual	AUG Actual	SEP Actual
EBITDA	(20,095)	(8,859)	9,497	44,395	26,028	72,531	43,667	28,838	(11,071)	(2,888)	(29,765)	0
Management Fee Expense	(6,184)	(6,184)	(6,184)	(6,184)	(6,184)	(6,184)	(6,184)	(6,184)	(6,184)	(6,184)	(6,184)	0
Depreciation & Amortization	(96)	(96)	(96)	(96)	(96)	(96)	(96)	(96)	(96)	(96)	(96)	0
Net Income	(26,375)	(15,138)	3,217	38,116	19,749	66,252	37,387	22,559	(17,350)	(9,167)	(36,044)	0
Working Capital Changes												
Inventory	(4,220)	(8,067)	5,087	(959)	(7,579)	491	4,544	4,188	1,586	1,415	875	0
Receivables	48,371	803	(155)	173	(147)	(396)	874	148	(14,893)	13,949	112	0
Prepaid Expenses	4,989	(10,579)	(4,535)	6,845	4,617	(661)	5,905	12,909	(23,624)	(2,798)	6,222	0
Payables	366	22,974	3,069	10,092	20,983	(8,662)	(10,360)	33,575	(29,232)	(29,508)	(15,835)	0
Due to from the City	(12,616)	0	(143)	10,838	313	(24)	(243)	457	(418)	190	10,697	0
Accrued Expenses	(8,228)	26,425	(12,944)	(2,156)	(1,173)	6,989	(21,396)	7,574	(512)	4,271	871	0
Deferred Revenues	(28,722)	(3,864)	(1,732)	(18,758)	(10,894)	(7,218)	(15,667)	(18,731)	(8,194)	(9,444)	(15,305)	0
Depreciation & Amortization	96	96	96	96	96	96	96	96	96	96	96	0
Operating Cash Flow	(26,338)	12,649	(8,040)	44,288	25,963	56,865	940	62,774	(92,542)	(30,999)	(48,311)	0
Investing Activities												
Financing Activities												
Net Cash Flows	(26,338)	12,649	(8,040)	44,288	25,963	56,865	940	62,774	(92,542)	(30,999)	(48,311)	0
Beginning Cash	116,928	90,590	103,239	95,199	139,486	165,450	222,315	223,254	286,028	193,486	162,488	114,176
Net Cash Flows	(26,338)	12,649	(8,040)	44,288	25,963	56,865	940	62,774	(92,542)	(30,999)	(48,311)	0
Ending Cash	90,590	103,239	95,199	139,486	165,450	222,315	223,254	286,028	193,486	162,488	114,176	114,176

The Golf Club at Cypress Head
Summary of All Units
For the Eleven Months Ending August 31, 2021

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
REVENUES												
45,778	43,023	106%	42,789	107%	Green Fees	772,705	658,455	117%	668,267	116%	708,381	813,433
31,452	36,259	87%	28,729	109%	Cart Fee	476,010	451,147	106%	423,770	112%	489,592	504,386
120	20	600%	126	95%	Handicap Fee	4,434	4,543	102%	4,360	104%	4,454	4,543
688	520	132%	545	126%	Lessons	13,443	7,233	186%	11,012	122%	7,453	14,439
100	350	29%	370	27%	Rental Clubs	2,750	2,895	95%	2,860	96%	3,145	2,890
6,600	4,600	143%	6,264	105%	Retail	94,452	68,073	139%	75,563	125%	71,373	99,401
3,126	2,500	125%	2,917	107%	Range	43,614	34,976	125%	36,560	119%	37,476	46,257
2,297	2,700	85%	2,380	97%	City Surcharge R & R	34,716	34,717	100%	33,892	102%	36,817	36,876
0	0	0%	0	0%	Miscellaneous G&A	0	0	0%	288	0%	0	0
90,161	89,972	100%	84,121	107%	Total Revenues	1,442,233	1,261,931	114%	1,256,570	115%	1,358,692	1,522,225
COST OF GOODS SOLD												
4,108	2,806	146%	4,567	90%	COGS - Merchandise	60,585	41,525	146%	47,641	127%	43,538	63,086
4,108	2,806	146%	4,567	90%	Total COGS	60,585	41,525	146%	47,641	127%	43,538	63,086
86,054	87,166	99%	79,554	108%	GROSS MARGIN	1,381,648	1,220,406	113%	1,208,929	114%	1,315,154	1,459,139
62.24%	61.00%	102.03%	72.91%	85.36%	COGS - Merchandise %	64.14%	61.00%	105.15%	63.05%	101.74%	61.00%	752.64%
PAYROLL												
23,827	23,115	103%	23,953	99%	Gross Payroll - Salaried	258,717	254,262	102%	254,311	102%	277,376	283,341
28,882	31,129	93%	29,341	98%	Gross Payroll - Hourly	322,470	334,197	96%	319,845	101%	364,322	350,277
52,709	54,244	97%	53,294	99%	S/T Wages	581,187	588,459	99%	574,156	101%	641,698	633,618
3,873	4,150	93%	3,886	100%	Payroll Tax - FICA	43,109	45,017	96%	41,615	104%	49,090	46,612
116	226	51%	154	75%	Payroll Tax - UC	2,616	3,833	68%	2,466	106%	4,008	2,706
944	1,059	89%	943	100%	Payroll Tax - WC	11,309	11,493	98%	10,955	103%	12,627	12,627
5,697	5,004	114%	2,716	210%	Benefits	48,679	55,039	88%	61,321	79%	60,042	54,199
10,630	10,439	102%	7,699	138%	S/T Adders	105,713	115,382	92%	116,357	91%	125,673	116,145
63,339	64,682	98%	60,993	104%	TOTAL PAYROLL	686,901	703,840	98%	690,513	99%	767,370	749,762
OPERATING EXPENSES												
248	101	245%	89	279%	Cart Supplies	1,508	1,019	148%	1,121	134%	1,120	1,724
498	300	166%	(65)	-769%	Chemicals	3,906	3,298	118%	2,668	146%	3,598	4,360
117	202	58%	0	0%	Course Accessories	532	1,741	31%	1,054	50%	2,044	691
3,109	2,121	147%	3,206	97%	Fertilizer	47,008	37,369	126%	39,874	118%	47,369	48,003
0	0	0%	0	0%	Flowers/Decor	873	253	346%	0	0%	505	873
2,308	1,313	176%	860	268%	Fuel	10,520	9,813	107%	8,769	120%	10,823	12,102
0	0	0%	880	0%	Fungicides	1,371	2,999	46%	2,298	60%	3,499	3,309
1,888	2,323	81%	3,263	58%	Herbicides	16,872	23,601	71%	25,002	67%	26,379	18,346
2,323	1,010	230%	1,140	204%	Insecticides	11,291	9,619	117%	6,635	170%	10,619	12,091
627	505	124%	1,065	59%	Janitorial Supplies	6,669	5,863	114%	5,254	127%	6,368	6,829
0	1,010	0%	207	0%	Laundry/Uniforms	1,020	3,132	33%	2,335	44%	3,132	1,510
310	227	136%	199	156%	Office Supplies	3,292	3,652	90%	4,618	71%	3,829	4,121
0	0	0%	0	0%	Range Balls	2,654	1,338	198%	1,325	200%	1,338	2,654
0	101	0%	0	0%	Range Equipment	3,093	2,526	122%	2,101	147%	2,627	3,455
462	0	0%	0	0%	Range Expenses	854	395	216%	391	218%	395	757
2,162	3,030	71%	1,779	122%	Sand/Topdress	9,488	10,726	88%	7,827	121%	11,837	9,488
0	0	0%	0	0%	Seeds/Trees	7,475	7,304	102%	7,381	101%	8,011	7,475
635	101	629%	0	0%	Small Tools	2,992	1,323	226%	1,129	265%	1,323	3,264
0	0	0%	0	0%	Staff/Volunteer Uniforms	0	556	0%	0	0%	556	0
2,555	303	843%	0	0%	Supplies	3,887	1,813	214%	1,700	229%	1,813	4,540
0	51	0%	0	0%	Tournament Expense	106	771	14%	229	46%	821	177
119	232	51%	231	51%	Alarm System	1,272	2,616	49%	4,360	29%	2,848	2,007
0	0	0%	14	0%	Cart Repairs	359	1,351	27%	289	124%	1,452	359
201	253	80%	510	39%	Computer Service	1,969	1,568	126%	6,951	28%	1,820	2,027
812	833	97%	812	100%	Contract Cleaning	8,120	9,321	87%	9,337	87%	10,155	8,932
0	0	0%	0	0%	Guest Relations	81	0	0%	9	897%	0	81
0	227	0%	0	0%	Handicap Expense	4,660	4,219	110%	4,400	106%	4,219	4,660
1,597	1,083	147%	525	304%	Irrigation	11,360	11,914	95%	11,319	100%	12,997	11,885
0	76	0%	0	0%	Lesson Expense	(32)	152	-21%	46	-69%	152	(32)
2,119	1,616	131%	1,369	155%	Repair & Maint - Equipment	15,378	18,494	83%	18,146	85%	20,514	17,674
493	455	108%	812	61%	Repair & Maint - Building	7,009	5,252	133%	8,808	80%	5,706	8,181
4,974	5,823	85%	5,765	86%	Cart Lease	54,714	64,051	85%	53,921	101%	69,874	60,479
5,721	6,462	89%	6,398	89%	Equipment Lease	62,931	71,084	89%	57,279	110%	77,546	69,328
176	178	99%	176	100%	Off-Site Storage	1,936	1,956	99%	1,936	100%	2,134	2,112
1,234	1,212	102%	1,200	103%	Utilities - Electric	12,762	12,730	100%	12,549	102%	13,940	13,940
2,840	3,535	80%	3,399	84%	Utilities - Other	37,256	37,444	99%	36,827	101%	41,080	40,027
192	444	43%	188	102%	Utilities - Telephone/Fax	2,177	3,474	63%	3,341	65%	3,767	2,509
244	253	97%	228	107%	Utilities - Water	2,413	2,463	98%	2,272	106%	2,715	2,610
239	1,050	23%	719	33%	Advertising & Promotion	16,999	18,426	92%	13,433	127%	20,446	21,667
324	303	107%	333	97%	Bank Charges	4,300	3,756	114%	3,778	114%	4,059	4,680
(14)	0	0%	(42)	33%	Cash Short/(Over)	(234)	0	0%	(442)	53%	0	(276)
200	200	100%	200	100%	Cell Phone	2,200	2,199	100%	2,200	100%	2,399	2,400

The Golf Club at Cypress Head
Summary of All Units
For the Eleven Months Ending August 31, 2021

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
2,297	2,700	85%	2,380	97%	City Surcharge R & R	34,716	34,717	100%	33,892	102%	36,817	36,876
2,200	2,020	109%	1,866	118%	Credit Card Discounts	31,215	26,242	119%	25,122	124%	28,262	32,779
(5)	0	0%	(270)	2%	Donations	721	0	-180250%	(126)	-572%	0	951
0	0	0%	0	0%	Dues & Subscriptions	1,567	1,066	147%	1,362	115%	1,066	1,567
0	0	0%	0	0%	Education & Training	550	1,534	36%	1,400	39%	1,534	550
159	96	166%	45	356%	Employee Relations	2,142	1,250	171%	1,021	210%	1,346	2,321
0	30	0%	29	0%	Employee Testing	29	311	9%	275	11%	341	29
6,130	4,646	132%	5,312	115%	Insurance Expense	59,788	50,925	117%	52,471	114%	55,571	65,101
323	0	80703%	0	0%	Member Relations	536	153	350%	150	357%	154	536
0	35	0%	0	0%	Messenger Service - Fedex	0	642	0%	631	0%	677	0
0	0	0%	0	0%	Miscellaneous	0	0	0%	(9)	0%	0	0
0	0	0%	0	0%	O/S - Accounting	9,250	6,875	135%	6,875	135%	12,875	13,250
2,200	2,100	105%	3,800	58%	O/S - Other	9,880	5,200	190%	8,100	122%	6,200	9,880
365	505	72%	337	108%	Payroll Processing Fee	4,052	5,400	75%	4,248	95%	5,905	4,408
104	203	51%	135	77%	Postage/Shipping	2,083	1,024	203%	954	218%	1,074	2,230
(30)	0	0%	(30)	100%	Tax/Licenses/Fees	(5)	554	-1%	445	-1%	554	(35)
22	0	0%	23	97%	Travel - Meals	614	1,315	47%	1,364	45%	1,315	614
0	152	0%	0	0%	Travel - Other	2,272	3,138	72%	2,709	84%	3,290	2,412
0	0	0%	56	0%	Employee Meals	17	0	-4057%	69	25%	0	17
52,479	49,419	106%	49,615	106%	TOTAL OPERATING EXPENSES	542,469	541,925	100%	513,425	106%	602,810	594,505
(29,765)	(26,936)	111%	(31,054)	96%	EBITDA	152,278	(25,360)	-600%	4,991	3051%	(55,026)	114,872
6,184	6,245	99%	6,063	102%	Management Fee	68,022	68,695	99%	66,688	102%	74,940	74,084
6,184	6,245	99%	6,063	102%	Management Fees	68,022	68,695	99%	66,688	102%	74,940	74,084
23	23	100%	23	100%	Deprec - Mach & Equip	254	254	100%	254	100%	277	277
72	72	100%	72	100%	Deprec - Buildings	797	797	100%	797	100%	869	869
96	96	100%	96	100%	S/T DEPR. & AMORT	1,051	1,051	100%	1,051	100%	1,146	1,146
(36,044)	(33,276)	108%	(37,212)	97%	NET INCOME	83,206	(95,105)	-87%	(62,747)	-133%	(131,112)	39,642

The Golf Club at Cypress Head
Course & Grounds
For the Eleven Months Ending August 31, 2021

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
REVENUES												
45,778	43,023	106%	42,789	107%	Green Fees	772,705	658,455	117%	668,267	116%	708,381	813,433
2,297	2,700	85%	2,380	97%	City Surcharge R & R	34,716	34,717	100%	33,892	102%	36,817	36,876
48,075	45,723	105%	45,170	106%	Total Revenues	807,421	693,172	116%	702,158	115%	745,199	850,308
48,075	45,723	105%	45,170	106%	GROSS MARGIN	807,421	693,172	116%	702,158	115%	745,199	850,308
PAYROLL												
9,719	9,510	102%	9,407	103%	Gross Payroll - Salaried	105,095	104,606	100%	102,608	102%	114,116	112,816
17,787	19,889	89%	15,931	112%	Gross Payroll - Hourly	192,443	212,736	90%	185,842	104%	231,983	209,241
27,505	29,399	94%	25,338	109%	S/T Wages	297,538	317,342	94%	288,450	103%	346,099	322,057
2,021	2,249	90%	1,851	109%	Payroll Tax - FICA	22,051	24,277	91%	20,911	105%	26,477	23,893
22	103	21%	54	40%	Payroll Tax - UC	1,593	1,914	83%	1,069	149%	1,970	1,629
488	574	85%	477	102%	Payroll Tax - WC	5,753	6,198	93%	5,376	107%	6,759	6,422
2,582	1,723	150%	797	324%	Benefits	16,381	18,955	86%	27,159	60%	20,678	18,155
5,113	4,650	110%	3,179	161%	S/T Adders	45,777	51,343	89%	54,515	84%	55,884	50,099
32,618	34,049	96%	28,517	114%	TOTAL PAYROLL	343,315	368,685	93%	342,965	100%	401,983	372,156
OPERATING EXPENSES												
498	300	166%	(65)	-769%	Chemicals	3,906	3,298	118%	2,668	146%	3,598	4,360
117	202	58%	0	0%	Course Accessories	532	1,741	31%	1,054	50%	2,044	691
3,109	2,121	147%	3,206	97%	Fertilizer	47,008	37,369	126%	39,874	118%	47,369	48,003
0	0	0%	0	0%	Flowers/Decor	873	253	346%	0	0%	505	873
2,308	1,313	176%	860	268%	Fuel	10,520	9,813	107%	8,769	120%	10,823	12,102
0	0	0%	880	0%	Fungicides	1,371	2,999	46%	2,298	60%	3,499	3,309
1,888	2,323	81%	3,263	58%	Herbicides	16,872	23,601	71%	25,002	67%	26,379	18,346
2,323	1,010	230%	1,140	204%	Insecticides	11,291	9,619	117%	6,635	170%	10,619	12,091
2,162	3,030	71%	1,779	122%	Sand/Topdress	9,488	10,726	88%	7,827	121%	11,837	9,488
0	0	0%	0	0%	Seeds/Trees	7,475	7,304	102%	7,381	101%	8,011	7,475
635	101	629%	0	0%	Small Tools	2,992	1,323	226%	1,129	265%	1,323	3,264
0	0	0%	0	0%	Staff/Volunteer Uniforms	0	556	0%	0	0%	556	0
1,597	1,083	147%	525	304%	Irrigation	11,360	11,914	95%	11,319	100%	12,997	11,885
1,689	1,515	112%	1,369	123%	Repair & Maint - Equipment	14,745	16,348	90%	16,722	88%	17,863	17,041
0	101	0%	345	0%	Repair & Maint - Building	1,250	1,776	70%	4,968	25%	1,877	1,514
5,721	6,462	89%	6,398	89%	Equipment Lease	62,931	71,084	89%	57,279	110%	77,546	69,328
248	303	82%	261	95%	Utilities - Electric	2,271	2,321	98%	2,175	104%	2,624	2,511
857	1,515	57%	1,029	83%	Utilities - Other	18,101	16,772	108%	17,286	105%	18,085	18,807
0	141	0%	188	0%	Utilities - Telephone/Fax	0	1,432	0%	1,557	0%	1,573	186
244	253	97%	228	107%	Utilities - Water	2,413	2,463	98%	2,272	106%	2,715	2,610
0	0	0%	0	0%	Education & Training	550	524	105%	400	138%	524	550
(353)	20	-1748%	0	0%	Employee Relations	(70)	81	-87%	200	-35%	101	(70)
0	30	0%	29	0%	Employee Testing	29	311	9%	275	11%	341	29
2,200	2,100	105%	3,800	58%	O/S - Other	9,880	5,200	190%	8,100	122%	6,200	9,880
0	0	0%	0	0%	Tax/Licenses/Fees	250	556	45%	700	36%	556	250
0	51	0%	0	0%	Travel - Other	0	472	0%	268	0%	523	0
25,244	23,974	105%	25,235	100%	TOTAL OPERATING EXPENSES	236,038	239,854	98%	226,176	104%	270,086	254,524
(9,787)	(12,300)	80%	(8,582)	114%	EBITDA	228,067	84,634	269%	133,017	171%	73,130	223,628
(9,787)	(12,300)	80%	(8,582)	114%	NET INCOME	228,067	84,634	269%	133,017	171%	73,130	223,628

The Golf Club at Cypress Head
Carts
For the Eleven Months Ending August 31, 2021

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
31,452	36,259	87%	28,729	109%	REVENUES	476,010	451,147	106%	423,770	112%	489,592	504,386
31,452	36,259	87%	28,729	109%	Cart Fee	476,010	451,147	106%	423,770	112%	489,592	504,386
31,452	36,259	87%	28,729	109%	Total Revenues	476,010	451,147	106%	423,770	112%	489,592	504,386
					GROSS MARGIN	476,010	451,147	106%	423,770	112%	489,592	504,386
5,861	6,634	88%	6,060	97%	PAYROLL	71,551	71,690	100%	72,142	99%	78,110	77,285
5,861	6,634	88%	6,060	97%	Gross Payroll - Hourly	71,551	71,690	100%	72,142	99%	78,110	77,285
					S/T Wages							
469	508	92%	483	97%	Payroll Tax - FICA	5,776	5,484	105%	5,702	101%	5,975	6,239
72	90	80%	88	82%	Payroll Tax - UC	1,328	947	140%	697	191%	1,034	1,379
106	130	82%	114	93%	Payroll Tax - WC	1,389	1,400	99%	1,363	102%	1,525	1,547
0	7	0%	0	0%	Benefits	0	72	0%	81	0%	78	0
648	734	88%	685	95%	S/T Adders	8,492	7,903	107%	7,843	108%	8,613	9,165
6,509	7,368	88%	6,745	96%	TOTAL PAYROLL	80,043	79,593	101%	79,985	100%	86,723	86,450
248	101	245%	89	279%	OPERATING EXPENSES	1,508	1,019	148%	1,121	134%	1,120	1,724
0	0	0%	14	0%	Cart Supplies	359	1,351	27%	289	124%	1,452	359
4,974	5,823	85%	5,765	86%	Cart Repairs	54,714	64,051	85%	53,921	101%	69,874	60,479
987	909	109%	940	105%	Cart Lease	10,492	10,409	101%	10,375	101%	11,318	11,429
6,208	6,833	91%	6,807	91%	Utilities - Electric	67,073	76,831	87%	65,706	102%	83,765	73,991
18,734	22,059	85%	15,177	123%	TOTAL OPERATING EXPENSES	328,893	294,724	112%	278,079	118%	319,105	343,945
18,734	22,059	85%	15,177	123%	EBITDA	328,893	294,724	112%	278,079	118%	319,105	343,945
					NET INCOME	328,893	294,724	112%	278,079	118%	319,105	343,945

The Golf Club at Cypress Head
Range
For the Eleven Months Ending August 31, 2021

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
3,126	2,500	125%	2,917	107%	REVENUES							
3,126	2,500	125%	2,917	107%	Range	43,614	34,976	125%	36,560	119%	37,476	46,257
3,126	2,500	125%	2,917	107%	Total Revenues	43,614	34,976	125%	36,560	119%	37,476	46,257
3,126	2,500	125%	2,917	107%	GROSS MARGIN	43,614	34,976	125%	36,560	119%	37,476	46,257
0	0	0%	0	0%	OPERATING EXPENSES							
0	101	0%	0	0%	Range Balls	2,654	1,338	198%	1,325	200%	1,338	2,654
462	0	0%	0	0%	Range Equipment	3,093	2,526	122%	2,101	147%	2,627	3,455
0	0	0%	0	0%	Range Expenses	854	395	216%	391	218%	395	757
0	0	0%	0	0%	Repair & Maint - Equipment	69	333	21%	30	233%	333	69
462	101	458%	0	0%	TOTAL OPERATING EXPENSES	6,670	4,593	145%	3,847	173%	4,694	6,935
2,664	2,399	111%	2,917	91%	EBITDA	36,944	30,383	122%	32,713	113%	32,782	39,323
2,664	2,399	111%	2,917	91%	NET INCOME	36,944	30,383	122%	32,713	113%	32,782	39,323

The Golf Club at Cypress Head
Golf Shop
For the Eleven Months Ending August 31, 2021

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
REVENUES												
120	20	600%	126	95%	Handicap Fee	4,543	4,434	102%	4,360	104%	4,454	4,543
688	520	132%	545	126%	Lessons	13,443	7,233	186%	11,012	122%	7,453	14,439
100	350	29%	370	27%	Rental Clubs	2,750	2,895	95%	2,860	96%	3,145	2,890
6,600	4,600	143%	6,264	105%	Retail	94,452	68,073	139%	75,563	125%	71,373	99,401
7,508	5,490	137%	7,305	103%	Total Revenues	115,188	82,635	139%	93,795	123%	86,425	121,273
COST OF GOODS SOLD												
4,108	2,806	146%	4,567	90%	COGS - Merchandise	60,585	41,525	146%	47,641	127%	43,538	63,086
4,108	2,806	146%	4,567	90%	Total COGS	60,585	41,525	146%	47,641	127%	43,538	63,086
3,400	2,684	127%	2,738	124%	GROSS MARGIN	54,604	41,110	133%	46,153	118%	42,887	58,187
62.24%	61.00%	102.03%	72.91%	85.36%	COGS - Merchandise %	64.14%	61.00%	105.15%	63.05%	101.74%	61.00%	752.64%
PAYROLL												
5,235	4,606	114%	7,326	71%	Gross Payroll - Hourly	58,576	49,771	118%	56,249	104%	54,229	63,851
5,235	4,606	114%	7,326	71%	S/T Wages	58,576	49,771	118%	56,249	104%	54,229	63,851
402	352	114%	562	72%	Payroll Tax - FICA	4,447	3,808	117%	4,245	105%	4,149	4,821
22	27	81%	12	182%	Payroll Tax - UC	601	467	129%	362	166%	492	603
99	90	110%	104	96%	Payroll Tax - WC	1,161	972	119%	1,071	108%	1,059	1,293
577	484	119%	347	166%	Benefits	5,952	5,321	112%	4,494	132%	5,804	6,627
1,099	953	115%	1,024	107%	S/T Adders	12,161	10,567	115%	10,172	120%	11,504	13,344
6,334	5,558	114%	8,350	76%	TOTAL PAYROLL	70,737	60,338	117%	66,421	106%	65,733	77,195
OPERATING EXPENSES												
198	51	392%	144	138%	Office Supplies	955	981	97%	1,267	75%	981	1,001
2,555	303	843%	0	0%	Supplies	3,887	1,813	214%	1,700	229%	1,813	4,540
0	51	0%	0	0%	Tournament Expense	106	771	14%	229	46%	821	177
0	227	0%	0	0%	Handicap Expense	4,660	4,219	110%	4,400	106%	4,219	4,660
0	76	0%	0	0%	Lesson Expense	(32)	152	-21%	46	-69%	152	(32)
0	0	0%	0	0%	Repair & Maint - Building	266	540	49%	543	49%	540	266
0	0	0%	0	0%	Cash Short/(Over)	0	0	0%	(1)	0%	0	0
2,753	707	389%	144	1915%	TOTAL OPERATING EXPENSES	9,842	8,474	116%	8,186	120%	8,525	10,612
(5,686)	(3,581)	159%	(5,755)	99%	EBITDA	(25,975)	(27,702)	94%	(28,453)	91%	(31,370)	(29,619)
(5,686)	(3,581)	159%	(5,755)	99%	NET INCOME	(25,975)	(27,702)	94%	(28,453)	91%	(31,370)	(29,619)

The Golf Club at Cypress Head
G & A
For the Eleven Months Ending August 31, 2021

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
REVENUES												
0	0	0%	0	0%	Miscellaneous G&A	0	0	0%	288	0%	0	0
0	0	0%	0	0%	Total Revenues	0	0	0%	288	0%	0	0
0	0	0%	0	0%	GROSS MARGIN	0	0	0%	288	0%	0	0
PAYROLL												
10,432	10,043	104%	11,019	95%	Gross Payroll - Salaried	112,916	110,477	102%	113,341	100%	120,520	124,407
0	0	0%	24	0%	Gross Payroll - Hourly	(100)	0	0%	5,611	-2%	0	(100)
10,432	10,043	104%	11,043	94%	S/T Wages	112,816	110,477	102%	118,953	95%	120,520	124,307
721	768	94%	747	96%	Payroll Tax - FICA	7,918	8,452	94%	8,040	98%	9,220	8,541
0	0	0%	0	0%	Payroll Tax - UC	(776)	297	-261%	269	-288%	297	(776)
185	196	94%	188	99%	Payroll Tax - WC	2,211	2,158	102%	2,241	99%	2,354	2,484
1,958	2,267	86%	1,232	159%	Benefits	20,273	24,937	81%	24,153	84%	27,204	22,616
2,864	3,231	89%	2,167	132%	S/T Adders	29,626	35,843	83%	34,703	85%	39,075	32,865
13,295	13,275	100%	13,210	101%	TOTAL PAYROLL	142,443	146,320	97%	153,655	93%	159,595	157,172
OPERATING EXPENSES												
627	505	124%	1,065	59%	Janitorial Supplies	6,669	5,863	114%	5,254	127%	6,368	6,829
0	1,010	0%	207	0%	Laundry/Uniforms	1,020	3,132	33%	2,335	44%	3,132	1,510
112	177	63%	55	202%	Office Supplies	2,337	2,672	87%	3,351	70%	2,848	3,119
119	232	51%	231	51%	Alarm System	1,272	2,616	49%	4,360	29%	2,848	2,007
201	253	80%	510	39%	Computer Service	1,969	1,568	126%	6,951	28%	1,820	2,027
812	833	97%	812	100%	Contract Cleaning	8,120	9,321	87%	9,337	87%	10,155	8,932
0	0	0%	0	0%	Guest Relations	81	0	0%	9	897%	0	81
430	101	425%	0	0%	Repair & Maint - Equipment	564	1,812	31%	1,394	40%	2,317	564
493	354	139%	467	105%	Repair & Maint - Building	5,493	2,936	187%	3,277	168%	3,290	6,401
176	178	99%	176	100%	Off-Site Storage	1,936	1,956	99%	1,936	100%	2,134	2,112
1,983	2,020	98%	2,370	84%	Utilities - Other	19,155	20,672	93%	19,541	98%	22,995	21,220
192	303	63%	0	0%	Utilities - Telephone/Fax	2,177	2,042	107%	1,784	122%	2,194	2,323
324	303	107%	333	97%	Bank Charges	4,300	3,756	114%	3,778	114%	4,059	4,680
(14)	0	0%	(42)	33%	Cash Short/(Over)	(234)	0	0%	(441)	53%	0	(276)
200	200	100%	200	100%	Cell Phone	2,200	2,199	100%	2,200	100%	2,399	2,400
2,297	2,700	85%	2,380	97%	City Surcharge R & R	34,717	34,717	100%	33,892	102%	36,817	36,876
2,200	2,020	109%	1,866	118%	Credit Card Discounts	31,215	26,242	119%	25,122	124%	28,262	32,779
(5)	0	0%	(270)	2%	Donations	721	0	-180250%	(126)	-572%	0	951
0	0	0%	0	0%	Dues & Subscriptions	1,567	1,066	147%	1,362	115%	1,066	1,567
0	0	0%	0	0%	Education & Training	0	1,010	0%	1,000	0%	1,010	0
512	76	677%	45	1143%	Employee Relations	2,212	1,170	189%	820	270%	1,245	2,392
6,130	4,646	132%	5,312	115%	Insurance Expense	59,788	50,925	117%	52,471	114%	55,571	65,101
323	0	80703%	0	0%	Member Relations	536	153	350%	150	357%	154	536
0	35	0%	0	0%	Messenger Service - Fedex	0	642	0%	631	0%	677	0
0	0	0%	0	0%	Miscellaneous	0	0	0%	(9)	0%	0	0
0	0	0%	0	0%	O/S - Accounting	9,250	6,875	135%	6,875	135%	12,875	13,250
365	505	72%	337	108%	Payroll Processing Fee	4,052	5,400	75%	4,248	95%	5,905	4,408
104	203	51%	135	77%	Postage/Shipping	2,083	1,024	203%	954	218%	1,074	2,230
(30)	0	0%	(30)	100%	Tax/Licenses/Fees	(255)	(1)	21250%	(255)	100%	(1)	(285)
22	0	0%	23	97%	Travel - Meals	614	1,315	47%	1,364	45%	1,315	614
0	101	0%	0	0%	Travel - Other	2,272	2,666	85%	2,441	93%	2,767	2,412
0	0	0%	56	0%	Employee Meals	17	0	-4057%	69	25%	0	17
17,573	16,754	105%	16,710	105%	TOTAL OPERATING EXPENSES	205,846	193,748	106%	196,077	105%	215,295	226,775
(30,868)	(30,029)	103%	(29,920)	103%	EBITDA	(348,289)	(340,067)	102%	(349,445)	100%	(374,889)	(383,947)
6,184	6,245	99%	6,063	102%	Management Fee	68,022	68,695	99%	66,688	102%	74,940	74,084
6,184	6,245	99%	6,063	102%	Management Fees	68,022	68,695	99%	66,688	102%	74,940	74,084
23	23	100%	23	100%	Deprec - Mach & Equip	254	254	100%	254	100%	277	277
72	72	100%	72	100%	Deprec - Buildings	797	797	100%	797	100%	869	869
96	96	100%	96	100%	S/T DEPR. & AMORT	1,051	1,051	100%	1,051	100%	1,146	1,146
(37,147)	(36,370)	102%	(36,079)	103%	NET INCOME	(417,361)	(409,813)	102%	(417,184)	100%	(450,976)	(459,177)

The Golf Club at Cypress Head
Marketing
For the Eleven Months Ending August 31, 2021

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					PAYROLL							
3,677	3,562	103%	3,527	104%	Gross Payroll - Salaried	40,706	39,179	104%	38,362	106%	42,740	46,118
3,677	3,562	103%	3,527	104%	S/T Wages	40,706	39,179	104%	38,362	106%	42,740	46,118
260	272	95%	243	107%	Payroll Tax - FICA	2,918	2,997	97%	2,716	107%	3,270	3,118
0	6	0%	0	0%	Payroll Tax - UC	(129)	210	-61%	70	-184%	215	(129)
66	70	95%	60	109%	Payroll Tax - WC	796	765	104%	904	88%	835	882
580	523	111%	341	170%	Benefits	6,072	5,754	106%	5,434	112%	6,277	6,801
906	871	104%	643	141%	S/T Adders	9,657	9,726	99%	9,124	106%	10,597	10,672
4,583	4,432	103%	4,171	110%	TOTAL PAYROLL	50,363	48,905	103%	47,486	106%	53,337	56,790
					OPERATING EXPENSES							
239	1,050	23%	719	33%	Advertising & Promotion	16,999	18,426	92%	13,433	127%	20,446	21,667
239	1,050	23%	719	33%	TOTAL OPERATING EXPENSES	16,999	18,426	92%	13,433	127%	20,446	21,667
(4,822)	(5,483)	88%	(4,889)	99%	EBITDA	(67,362)	(67,331)	100%	(60,919)	111%	(73,783)	(78,457)
(4,822)	(5,483)	88%	(4,889)	99%	NET INCOME	(67,362)	(67,331)	100%	(60,919)	111%	(73,783)	(78,457)

The Golf Club at Cypress Head
For the Eleven Months Ending August 31, 2021

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
REVENUES												
77,230	79,282	97%	71,519	108%	Green Fees & Cart Fees	1,248,715	1,109,602	113%	1,092,037	114%	1,197,974	1,317,819
6,600	4,600	143%	6,264	105%	Merchandise	94,452	68,073	139%	75,563	125%	71,373	99,401
908	890	102%	1,041	87%	Other Pro Shop	20,736	14,562	142%	18,232	114%	15,052	21,872
3,126	2,500	125%	2,917	107%	Range	43,614	34,976	125%	36,560	119%	37,476	46,257
2,297	2,700	85%	2,380	97%	Other Operating Revenues	34,716	34,717	100%	33,892	102%	36,817	36,876
0	0	0%	0	0%	Other G&A Income	0	0	0%	288	0%	0	0
90,161	89,972	100%	84,121	107%	TOTAL REVENUE	1,442,233	1,261,931	114%	1,256,570	115%	1,358,692	1,522,225
COST OF SALES												
4,108	2,806	146%	4,567	90%	Merchandise	60,585	41,525	146%	47,641	127%	43,538	63,086
4,108	2,806	146%	4,567	90%	TOTAL COGS	60,585	41,525	146%	47,641	127%	43,538	63,086
62.2%	61.0%	102.0%	72.9%	85.4%	COGS - Merchandise %	64.1%	61.0%	105.2%	63.0%	101.7%	61.0%	752.6%
PAYROLL												
32,618	34,049	96%	28,517	114%	Course and Grounds	343,315	368,685	93%	342,965	100%	401,983	372,156
6,509	7,368	88%	6,745	96%	Carts, Range, Starters, Etc.	80,043	79,593	101%	79,985	100%	86,723	86,450
6,334	5,558	114%	8,350	76%	Pro Shop	70,737	60,338	117%	66,421	106%	65,733	77,195
13,295	13,275	100%	13,210	101%	General and Administrative	142,443	146,320	97%	153,655	93%	159,595	157,172
4,583	4,432	103%	4,171	110%	Marketing	50,363	48,905	103%	47,486	106%	53,337	56,790
63,339	64,682	98%	60,993	104%	TOTAL PAYROLL	686,901	703,840	98%	690,513	99%	767,370	749,762
OPERATING EXPENSES												
25,244	23,974	105%	25,235	100%	Course and Grounds	236,038	239,854	98%	226,176	104%	270,086	254,524
6,671	6,934	96%	6,807	98%	Carts, Range, Starters, Etc.	73,743	81,424	91%	69,554	106%	88,458	80,926
2,753	707	389%	144	1915%	Pro Shop	9,842	8,474	116%	8,186	120%	8,525	10,612
17,573	16,754	105%	16,710	105%	General and Administrative	205,846	193,748	106%	196,077	105%	215,295	226,775
239	1,050	23%	719	33%	Marketing	16,999	18,426	92%	13,433	127%	20,446	21,667
52,479	49,419	106%	49,615	106%	TOTAL OPERATING EXPENSES	542,469	541,925	100%	513,425	106%	602,810	594,505
119,926	116,907	103%	115,175	104%	TOTAL EXPENSES	1,289,954	1,287,290	100%	1,251,579	103%	1,413,718	1,407,353
(29,765)	(26,936)	111%	(31,054)	96%	EBITDA	152,278	(25,360)	-600%	4,991	3051%	(55,026)	114,872

The Golf Club at Cypress Head
For the Eleven Months Ending August 31, 2021

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
(29,765)	(26,936)	111%	(31,054)	96%	EBITDA	152,278	(25,360)	-600%	4,991	3051%	(55,026)	114,872
(6,184)	(6,245)	99%	(6,063)	102%	MANAGEMENT FEES	(68,022)	(68,695)	99%	(66,688)	102%	(74,940)	(74,084)
(96)	(96)	100%	(96)	100%	OTHER INCOME (EXPENSE)	(1,051)	(1,051)	100%	(1,051)	100%	(1,146)	(1,146)
(96)	(96)	100%	(96)	100%	Depreciation & Amortization	(1,051)	(1,051)	100%	(1,051)	100%	(1,146)	(1,146)
(36,044)	(33,276)	108%	(37,212)	97%	TOTAL OTHER INCOME (EXPENSE)	(1,051)	(1,051)	100%	(1,051)	100%	(1,146)	(1,146)
					NET INCOME	83,206	(95,105)	-87%	(62,747)	-133%	(131,112)	39,642
2,453	2,687	91%	2,588	95%	Paid Rounds	37,422	35,436	106%	36,428	103%	38,335	39,731
274	454	60%	283	97%	Annual Pass Rounds	3,698	4,439	83%	3,709	100%	4,868	3,939
206	200	103%	238	87%	Other Rounds	2,513	2,486	101%	2,504	100%	2,756	2,695
2,933	3,341	88%	3,109	94%	Total Rounds	43,633	42,361	103%	42,641	102%	45,959	46,365
37	33	110%	33	113%	Revenue/Paid Rounds	39	36	108%	34	112%	35	455
31	27	114%	27	114%	Revenue/Total Rounds	33	30	111%	29	112%	30	389

TRIAL BALANCE SUMMARY FOR 2020

The Golf Club at Cypress Head

General Ledger

Ranges: From:
Date: 8/1/2021
Account: First

To:
8/31/2021
Last

Sorted By: Account
Include: Posting, Unit
Print Currency In: Functional (Z-US\$)

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	10020-5950-900	Cash - Course Depository NEW	\$132,508.98	\$86,964.87	\$135,236.75	(\$48,271.88)	\$84,237.10
	10050-5950-900	Cash - Course Payroll BMO	\$28,628.60	\$73,708.10	\$73,747.40	(\$39.30)	\$28,589.30
	10100-5950-900	Cash - Course Other	\$850.00	\$0.00	\$0.00	\$0.00	\$850.00
	10180-5950-900	Cash - Pro Shop Bank	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00
	11160-5950-900	A/R Member	\$943.89	\$5,439.75	\$5,551.75	(\$112.00)	\$831.89
	12000-5950-900	Inventory - Merchandise	\$20,568.83	\$3,308.82	\$4,184.04	(\$875.22)	\$19,693.61
	13020-5950-900	Prepaid Insurance	\$30,692.61	\$0.00	\$6,129.69	(\$6,129.69)	\$24,562.92
	13040-5950-900	Prepaid Exp - Other	\$18,513.06	\$872.81	\$965.59	(\$92.78)	\$18,420.28
	20100-5950-900	Machinery & Equipment	\$5,550.40	\$0.00	\$0.00	\$0.00	\$5,550.40
	20160-5950-900	Buildings and Improvements	\$30,597.54	\$0.00	\$0.00	\$0.00	\$30,597.54
	22040-5950-900	Accum. Deprec - Mach & Equip	(\$4,393.26)	\$0.00	\$23.12	(\$23.12)	(\$4,416.38)
	22080-5950-900	Accum. Deprec - Buildings	(\$25,383.97)	\$0.00	\$72.41	(\$72.41)	(\$25,456.38)
	30000-5950-900	Accts Pay - Trade	(\$39,405.44)	\$124,038.95	\$108,204.05	\$15,834.90	(\$23,570.54)
	30040-5950-900	Accts Pay - Other	\$44,231.17	\$418.29	\$11,115.05	(\$10,696.76)	\$33,534.41
	31000-5950-900	Accrued Expenses	(\$584.50)	\$584.50	\$743.35	(\$158.85)	(\$743.35)
	31020-5950-900	Accrued Payroll	(\$39,670.96)	\$27,494.25	\$29,841.63	(\$2,347.38)	(\$42,018.34)
	31080-5950-900	Accrued Tips Payable	(\$353.00)	\$706.00	\$353.00	\$353.00	\$0.00
	31220-5950-900	Accrued Sales Tax	(\$6,292.26)	\$6,402.60	\$5,119.89	\$1,282.71	(\$5,009.55)
	31400-5950-900	Accrued City Surcharge	\$0.00	\$2,296.89	\$2,296.89	\$0.00	\$0.00
	32000-5950-900	Deferred Rev - Rainchecks	(\$2,980.80)	\$2,072.97	\$1,539.13	\$533.84	(\$2,446.96)
	32020-5950-900	Deferred Rev - Outing Deposits	(\$6,971.68)	\$5,294.49	\$4,304.00	\$990.49	(\$5,981.19)
	32040-5950-900	Deferred Rev - Legacy GF Passes	(\$6,834.80)	\$3,417.42	\$0.00	\$3,417.42	(\$3,417.38)
	32050-5950-900	Deferred Revenue - Cypress GF Passes	(\$4,999.67)	\$2,499.84	\$0.00	\$2,499.84	(\$2,499.83)
	32070-5950-900	Deferred Rev - Gift Cards	(\$26,284.66)	\$645.83	\$326.87	\$318.96	(\$25,965.70)
	32100-5950-900	Deferred Rev - Credit Books	(\$15,781.56)	\$591.55	\$246.33	\$345.22	(\$15,436.34)
	32120-5950-900	Deferred Rev - Trail Fee Pass	(\$14,166.64)	\$7,083.32	\$0.00	\$7,083.32	(\$7,083.32)
	32220-5950-900	Deferred Rev - Founders Pass	(\$231.60)	\$115.84	\$0.00	\$115.84	(\$115.76)
	49020-5950-900	Retained Earnings - Current	(\$0.59)	\$0.00	\$0.00	\$0.00	(\$0.59)
	50000-5950-100	Green Fees - Annual Pass	(\$56,611.65)	\$0.00	\$6,033.10	(\$6,033.10)	(\$62,644.75)
	5003A-5950-100	Green Fee - Group	(\$60,669.97)	\$311.33	\$2,167.38	(\$1,856.05)	(\$62,526.02)
	50040-5950-100	Green Fees - Member	(\$2,358.09)	\$338.67	\$606.60	(\$267.93)	(\$2,626.02)
	5005A-5950-100	Green Fee - Hotel	\$11.24	\$0.00	\$0.00	\$0.00	\$11.24
	5006A-5950-100	Green Fee - Junior	(\$2,212.74)	\$0.00	\$94.00	(\$94.00)	(\$2,306.74)
	50070-5950-100	Green Fees - (surcharge)	(\$32,397.14)	\$2,391.83	\$4,688.72	(\$2,296.89)	(\$34,694.03)
	5007A-5950-100	Green Fee - League	(\$108,732.46)	\$0.00	\$4,627.25	(\$4,627.25)	(\$113,359.71)
	5010A-5950-100	Green Fee - Non-Resident (Standard)	(\$41,841.81)	\$68.77	\$1,766.27	(\$1,697.50)	(\$43,539.31)
	5012A-5950-100	Green Fee - Outing	(\$44,158.67)	\$0.00	\$2,432.91	(\$2,432.91)	(\$46,591.58)
	5014A-5950-100	Green Fee - Resident	(\$248,570.44)	\$0.00	\$18,702.51	(\$18,702.51)	(\$267,272.95)
	5015A-5950-100	Green Fee - Senior	(\$128,117.34)	\$0.00	\$7,769.92	(\$7,769.92)	(\$135,887.26)
	5019A-5950-100	Green Fee - Wholesale	(\$1,267.80)	\$0.00	\$0.00	\$0.00	(\$1,267.80)
	50500-5950-200	Cart Fee 18	(\$377,244.63)	\$589.42	\$24,957.78	(\$24,368.36)	(\$401,612.99)
	50520-5950-200	Cart Fee - Annual Trail	(\$67,313.36)	\$0.00	\$7,083.32	(\$7,083.32)	(\$74,396.68)
	52090-5950-600	Handicap Fee	(\$4,423.00)	\$0.00	\$120.00	(\$120.00)	(\$4,543.00)
	52150-5950-600	Lessons	(\$12,755.00)	\$0.00	\$688.00	(\$13,443.00)	(\$13,443.00)
	52280-5950-600	Rental Clubs	(\$2,650.00)	\$0.00	\$100.00	(\$100.00)	(\$2,750.00)
	52310-5950-600	Retail	(\$87,852.29)	\$121.69	\$6,721.78	(\$6,600.09)	(\$94,452.38)
	53050-5950-220	Range Pass Revenue	(\$40,487.71)	\$84.60	\$3,211.04	(\$3,126.44)	(\$43,614.15)
	56120-5950-100	City Surcharge R & R	(\$32,418.72)	\$0.00	\$2,296.89	(\$2,296.89)	(\$34,715.61)
	60000-5950-600	COGS - Merchandise - Accessories	\$56,476.99	\$4,107.60	\$0.00	\$4,107.60	\$60,584.59
	70000-5950-100	Gross Payroll - Salaried	\$95,376.53	\$10,032.18	\$313.51	\$9,718.67	\$105,095.20
	70000-5950-900	Gross Payroll - Salaried	\$102,484.78	\$10,768.00	\$336.50	\$10,431.50	\$112,916.28
	70000-5950-950	Gross Payroll - Salaried	\$37,029.44	\$3,783.48	\$106.97	\$3,676.51	\$40,705.95
	70010-5950-100	Gross Payroll - Hourly	\$174,655.81	\$17,958.07	\$171.37	\$17,786.70	\$192,442.51

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	70010-5950-200	Gross Payroll - Hourly	\$65,690.48	\$6,213.80	\$352.79	\$5,861.01	\$71,551.49
	70010-5950-600	Gross Payroll - Hourly	\$53,341.33	\$5,559.26	\$324.53	\$5,234.73	\$58,576.06
	70010-5950-900	Gross Payroll - Hourly	(\$100.00)	\$0.00	\$0.00	\$0.00	(\$100.00)
	71000-5950-100	Payroll Tax - FICA	\$20,030.30	\$2,058.18	\$37.09	\$2,021.09	\$22,051.39
	71000-5950-200	Payroll Tax - FICA	\$5,306.28	\$496.41	\$26.99	\$469.42	\$5,775.70
	71000-5950-600	Payroll Tax - FICA	\$4,045.06	\$414.37	\$12.59	\$401.78	\$4,446.84
	71000-5950-900	Payroll Tax - FICA	\$7,197.14	\$746.46	\$25.73	\$720.73	\$7,917.87
	71000-5950-950	Payroll Tax - FICA	\$2,657.54	\$268.27	\$8.18	\$260.09	\$2,917.63
	71010-5950-100	Payroll Tax - UC	\$1,570.80	\$21.74	\$0.00	\$21.74	\$1,592.54
	71010-5950-200	Payroll Tax - UC	\$1,255.42	\$72.20	\$0.00	\$72.20	\$1,327.62
	71010-5950-600	Payroll Tax - UC	\$578.87	\$21.67	\$0.00	\$21.67	\$600.54
	71010-5950-900	Payroll Tax - UC	(\$775.77)	\$0.00	\$0.00	\$0.00	(\$775.77)
	71010-5950-950	Payroll Tax - UC	(\$128.80)	\$0.00	\$0.00	\$0.00	(\$128.80)
	71020-5950-100	Payroll Tax - WC	\$5,264.98	\$487.61	\$0.00	\$487.61	\$5,752.59
	71020-5950-200	Payroll Tax - WC	\$1,282.32	\$106.34	\$0.00	\$106.34	\$1,388.66
	71020-5950-600	Payroll Tax - WC	\$1,061.72	\$98.98	\$0.00	\$98.98	\$1,160.70
	71020-5950-900	Payroll Tax - WC	\$2,025.52	\$185.34	\$0.00	\$185.34	\$2,210.86
	71020-5950-950	Payroll Tax - WC	\$729.87	\$66.00	\$0.00	\$66.00	\$795.87
	71030-5950-100	Benefits	\$13,798.66	\$5,374.51	\$2,792.28	\$2,582.23	\$16,380.89
	71030-5950-600	Benefits	\$5,375.67	\$891.74	\$314.94	\$576.80	\$5,952.47
	71030-5950-900	Benefits	\$18,315.75	\$3,418.36	\$1,460.70	\$1,957.66	\$20,273.41
	71030-5950-950	Benefits	\$5,491.96	\$1,025.08	\$444.68	\$580.40	\$6,072.36
	80110-5950-200	Cart Supplies	\$1,260.25	\$247.66	\$0.00	\$247.66	\$1,507.91
	80120-5950-100	Chemicals	\$3,407.52	\$498.00	\$0.00	\$498.00	\$3,905.52
	80170-5950-100	Course Accessories	\$414.82	\$116.69	\$0.00	\$116.69	\$531.51
	80230-5950-100	Fertilizer	\$43,898.59	\$3,109.46	\$0.00	\$3,109.46	\$47,008.05
	80250-5950-100	Flowers/Decor	\$873.30	\$0.00	\$0.00	\$0.00	\$873.30
	80270-5950-100	Fuel	\$8,212.50	\$2,307.66	\$0.00	\$2,307.66	\$10,520.16
	80280-5950-100	Fungicides	\$1,371.25	\$0.00	\$0.00	\$0.00	\$1,371.25
	80320-5950-100	Herbicides	\$14,983.68	\$1,888.14	\$0.00	\$1,888.14	\$16,871.82
	80370-5950-100	Insecticides	\$8,968.25	\$2,323.21	\$0.00	\$2,323.21	\$11,291.46
	80380-5950-900	Janitorial Supplies	\$6,041.95	\$626.92	\$0.00	\$626.92	\$6,668.87
	80420-5950-900	Laundry/Uniforms	\$1,020.38	\$0.00	\$0.00	\$0.00	\$1,020.38
	80520-5950-600	Office Supplies	\$757.44	\$197.98	\$0.00	\$197.98	\$955.42
	80520-5950-900	Office Supplies	\$2,224.77	\$112.21	\$0.00	\$112.21	\$2,336.98
	80610-5950-220	Range Balls	\$2,654.00	\$0.00	\$0.00	\$0.00	\$2,654.00
	80620-5950-220	Range Equipment	\$3,092.94	\$0.00	\$0.00	\$0.00	\$3,092.94
	80630-5950-220	Range Expenses	\$391.80	\$462.25	\$0.00	\$462.25	\$854.05
	80690-5950-100	Sand/Topdress	\$7,326.01	\$2,162.43	\$0.00	\$2,162.43	\$9,488.44
	80710-5950-100	Seeds/Trees	\$7,475.00	\$0.00	\$0.00	\$0.00	\$7,475.00
	80730-5950-100	Small Tools	\$2,357.18	\$635.00	\$0.00	\$635.00	\$2,992.18
	80780-5950-600	Supplies	\$1,332.38	\$2,555.00	\$0.00	\$2,555.00	\$3,887.38
	80810-5950-600	Tournament Expense	\$106.04	\$0.00	\$0.00	\$0.00	\$106.04
	81010-5950-900	Alarm System	\$1,153.00	\$118.50	\$0.00	\$118.50	\$1,271.50
	81090-5950-200	Cart Repairs	\$359.02	\$0.00	\$0.00	\$0.00	\$359.02
	81130-5950-900	Computer Service	\$1,767.80	\$201.47	\$0.00	\$201.47	\$1,969.27
	81140-5950-900	Contract Cleaning	\$7,308.00	\$812.00	\$0.00	\$812.00	\$8,120.00
	81200-5950-900	Guest Relations	\$80.71	\$0.00	\$0.00	\$0.00	\$80.71
	81220-5950-600	Handicap Expense	\$4,660.00	\$0.00	\$0.00	\$0.00	\$4,660.00
	81250-5950-100	Irrigation	\$9,762.91	\$1,597.06	\$0.00	\$1,597.06	\$11,359.97
	81270-5950-600	Lesson Expense	(\$32.18)	\$0.00	\$0.00	\$0.00	(\$32.18)
	81350-5950-100	Repair & Maint - Equipment	\$13,055.55	\$1,689.36	\$0.00	\$1,689.36	\$14,744.91
	81350-5950-220	Repair & Maint - Equipment	\$69.25	\$0.00	\$0.00	\$0.00	\$69.25
	81350-5950-900	Repair & Maint - Equipment	\$134.50	\$564.25	\$134.50	\$429.75	\$564.25
	81360-5950-100	Repair & Maint - Building	\$1,250.31	\$0.00	\$0.00	\$0.00	\$1,250.31
	81360-5950-600	Repair & Maint - Building	\$265.67	\$0.00	\$0.00	\$0.00	\$265.67
	81360-5950-900	Repair & Maint - Building	\$4,999.85	\$492.68	\$0.00	\$492.68	\$5,492.53
	82000-5950-200	Cart Lease	\$49,740.00	\$4,974.00	\$0.00	\$4,974.00	\$54,714.00
	82020-5950-100	Equipment Lease	\$57,210.00	\$5,721.00	\$0.00	\$5,721.00	\$62,931.00
	82060-5950-900	Off-Site Storage	\$1,760.00	\$176.00	\$0.00	\$176.00	\$1,936.00

TRIAL BALANCE SUMMARY FOR 2020

The Golf Club at Cypress Head

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	83000-5950-100	Utilities - Electric	\$2,022.91	\$247.69	\$0.00	\$247.69	\$2,270.60
	83000-5950-200	Utilities - Electric	\$9,505.18	\$986.66	\$0.00	\$986.66	\$10,491.84
	83020-5950-100	Utilities - Other	\$17,243.35	\$857.39	\$0.00	\$857.39	\$18,100.74
	83020-5950-900	Utilities - Other	\$17,172.13	\$1,982.75	\$0.00	\$1,982.75	\$19,154.88
	83030-5950-900	Utilities - Telephone/Fax	\$1,985.50	\$191.67	\$0.00	\$191.67	\$2,177.17
	83050-5950-100	Utilities - Water	\$2,169.69	\$243.77	\$0.00	\$243.77	\$2,413.46
	84040-5950-950	Adv/Promo - Mktg/Bus Dev	\$16,760.03	\$238.94	\$0.00	\$238.94	\$16,998.97
	85020-5950-900	Bank Charges	\$3,975.48	\$324.33	\$0.00	\$324.33	\$4,299.81
	85050-5950-900	Cash Short/(Over)	(\$220.59)	\$103.00	\$116.62	(\$13.62)	(\$234.21)
	85060-5950-900	Cell Phone	\$2,000.00	\$200.00	\$0.00	\$200.00	\$2,200.00
	85070-5950-900	City Surcharge R & R	\$32,418.72	\$2,296.89	\$0.00	\$2,296.89	\$34,715.61
	85120-5950-900	Credit Card Discounts	\$29,014.14	\$2,200.43	\$0.00	\$2,200.43	\$31,214.57
	85140-5950-900	Donations	\$726.00	\$0.00	\$5.00	(\$5.00)	\$721.00
	85150-5950-900	Dues & Subscriptions	\$1,566.93	\$0.00	\$0.00	\$0.00	\$1,566.93
	85160-5950-100	Education & Training	\$550.00	\$0.00	\$0.00	\$0.00	\$550.00
	85190-5950-100	Employee Relations	\$282.78	\$0.00	\$353.00	(\$353.00)	(\$70.22)
	85190-5950-900	Employee Relations	\$1,699.67	\$588.91	\$76.44	\$512.47	\$2,212.14
	85200-5950-100	Employee Testing	\$29.00	\$0.00	\$0.00	\$0.00	\$29.00
	85280-5950-900	Insurance Expense	\$53,658.57	\$6,129.69	\$0.00	\$6,129.69	\$59,788.26
	85320-5950-900	Member Relations	\$213.21	\$645.62	\$322.81	\$322.81	\$536.02
	85390-5950-900	O/S - Accounting	\$9,250.00	\$0.00	\$0.00	\$0.00	\$9,250.00
	85430-5950-100	O/S - Other	\$7,680.00	\$2,200.00	\$0.00	\$2,200.00	\$9,880.00
	85480-5950-900	Payroll Processing Fee	\$3,687.38	\$814.68	\$450.00	\$364.68	\$4,052.06
	85490-5950-900	Postage/Shipping	\$1,979.67	\$103.52	\$0.00	\$103.52	\$2,083.19
	85610-5950-100	Tax/Licenses/Fees	\$250.00	\$0.00	\$0.00	\$0.00	\$250.00
	85610-5950-900	Tax/Licenses/Fees	(\$225.00)	\$0.00	\$30.00	(\$30.00)	(\$255.00)
	85710-5950-900	Travel - Meals	\$591.62	\$22.40	\$0.00	\$22.40	\$614.02
	85720-5950-900	Travel - Other	\$2,272.29	\$0.00	\$0.00	\$0.00	\$2,272.29
	89020-5950-900	Employee Meals	\$17.04	\$0.00	\$0.00	\$0.00	\$17.04
	90000-5950-900	Management Fee	\$61,837.80	\$6,183.78	\$0.00	\$6,183.78	\$68,021.58
	98020-5950-900	Deprec - Mach & Equip	\$231.20	\$23.12	\$0.00	\$23.12	\$254.32
	98040-5950-900	Deprec - Buildings	\$724.10	\$72.41	\$0.00	\$72.41	\$796.51
	R002A-5950-100	Rounds - Annual	3,424.00	277.00	3.00	274.00	3,698.00
	R003A-5950-100	Rounds - Group	3,718.00	156.00	22.00	134.00	3,852.00
	R005A-5950-100	Rounds - Green Fee - Hotel	(2.00)	0.00	0.00	0.00	(2.00)
	R006A-5950-100	Rounds - Green Fee - Junior	641.00	41.00	0.00	41.00	682.00
	R007A-5950-100	Rounds - Green Fee - League	5,233.00	283.00	9.00	274.00	5,507.00
	R010A-5950-100	Rounds - Green Fee - Non-Resident (Standard)	1,480.00	76.00	3.00	73.00	1,553.00
	R011A-5950-100	Rounds - Green Fee - Non-Resident	104.00	48.00	0.00	48.00	152.00
	R012A-5950-100	Rounds - Green Fee - Outing	2,422.00	136.00	0.00	136.00	2,558.00
	R014A-5950-100	Rounds - Resident	15,754.00	1,440.00	15.00	1,425.00	17,179.00
	R015A-5950-100	Rounds - Green Fee - Senior	5,635.00	370.00	0.00	370.00	6,005.00
	R016A-5950-100	Rounds - Green Fee - Staff	1,195.00	120.00	4.00	116.00	1,311.00
	R017A-5950-100	Rounds - Green Fee - Trade	1,008.00	42.00	0.00	42.00	1,050.00
	R019A-5950-100	Rounds - Green Fee - Wholesale	88.00	0.00	0.00	0.00	88.00
	RCMWD-5950-100	Rounds - Complimentary - Weekday	15,846.00	0.00	0.00	0.00	15,846.00
	REMWD-5950-100	Rounds - Employee - Weekday	21,589.00	0.00	0.00	0.00	21,589.00
	RMBWD-5950-100	Rounds - Member - Weekday	80,170.00	0.00	0.00	0.00	80,170.00
	RPKWD-5950-100	Rounds - Peak - Weekday	450,023.00	0.00	0.00	0.00	450,023.00
	RPKWE-5950-100	Rounds - Peak - Weekend	5,071.00	0.00	0.00	0.00	5,071.00
		<u>Accounts</u>	<u>Beginning Balance</u>	<u>Debit</u>	<u>Credit</u>	<u>Net Change</u>	<u>Ending Balance</u>
	Grand Totals:	163	\$0.00	\$492,285.63	\$492,285.63	\$0.00	\$0.00

Sales & Marketing Snapshot

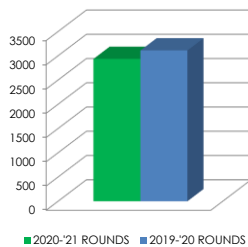
AUGUST

REPORT DATE 9/17/21

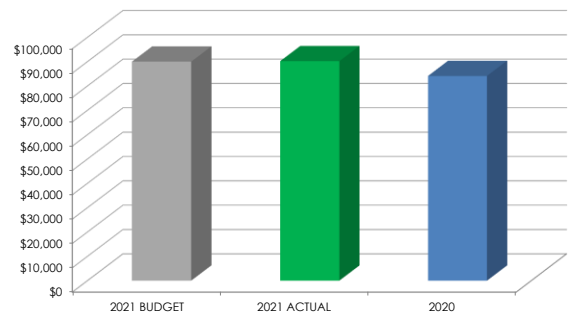
Percentage of Budget



Monthly Summary Totals



MONTHLY BUDGET	\$89,972
ACTUAL MONTHLY REVENUE	\$90,161
VARIANCE TO BUDGET	\$189
PY MONTHLY REVENUE	\$84,121



AUGUST

2020 -21 Monthly Budget

REVENUE CLASS	AMOUNT
Total Golf	\$79,282
Outings	\$5,000
Merchandise	\$5,490
Payroll Expense	\$64,682
OpEx	\$49,419

2020 -21 Actual Revenue

REVENUE CLASS	AMOUNT
Total Golf	\$77,230
Outings	\$5,570
Merchandise	\$7,508
Payroll Expense	\$63,339
OpEx	\$52,479

Month PY

REVENUE CLASS	AMOUNT
Total Golf	\$71,519
Outings	\$5,000
Merchandise	\$7,325
Payroll Expense	\$60,993
OpEx	\$48,615

2020-21 ROUNDS

2933

2019-20 ROUNDS

3109

AUGUST ACTION ITEMS / STRATEGIES / COMMENTS

- * Revenues were equal to the budget for the month of August
- * Aerification of the greens and tee boxes were performed to improve turf health for the fall/winter season
- * Reduced number of rounds due to course maintenance and extensive rains
- * Controlled payroll expenses and reduced labor costs
- * Revenue increased by 7% over previous year even with less overall number of rounds
- *
- *
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CYPRESS PASS SALES

2018 STATUS	2021 PASSES	2020 PASSES
Legacy Single	17	20
Legacy Double	9	9
Cypress Single	8	8
Cypress Double	2	4
Trail Fees	50	58
Founders	1	1
TOTAL PASSES	89	100
TOTAL REVENUE	\$140,299	\$158,588

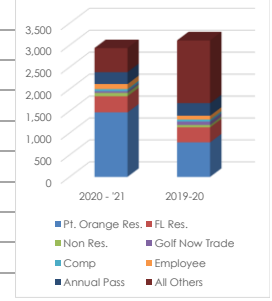
WEATHER INFORMATION

PLAYABLE DAYS	
2021	2020
24	25
PRECIPITATION IN INCHES	
2021	2020
6.2	7.6

ROUNDS SEGMENTATION

SEGMENT	2020 - '21	2019-20
Pt. Orange Res.	1,467	786
FL Res.	370	342
Non Res.	73	50
Golf Now Trade	41	79
Comp	46	46
Employee	116	90
Annual Pass	274	284
All Others	546	1,432
TOTAL	2,933	3,109

Rounds by Segment



TRUEREVIEW SUMMARY



2021 Month End OVERALL	SERVICE	COURSE	RECOMMEND	NPS	# of SURVEYS
9.5	9.3	9.4	9.9	93.3	15
2020 Month End OVERALL	SERVICE	COURSE	RECOMMEND	NPS	# of SURVEYS
9.1	9.6	8.4	9.2	67.6	34

COMMENTS / NOTES / ACTION ITEMS -

- *
- *
- *
- *
- *
- *
- *



KemperSports

Uniquely dedicated. Distinctly different. Custom Property Management



September 20th, 2021

Robin Fenwick
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

Dear Ms. Fenwick,

The following is the financial and operational summary report for August 2021 at Cypress Head Golf Club. These numbers reflect only the Golf portion for the month and year to date.

FINANCIAL SUMMARY FOR GOLF MONTH ENDING August 2021								
	Current				Year to Date			
	Actual	Budget	Variance vs. Budget		Actual	Budget	Prior Year	Variance vs. Budget
Revenue								
Green Fees	\$ 45,778	\$ 43,023	\$ 2,755		\$ 772,705	\$ 658,455	\$ 668,555	\$ 114,250
Cart Fees	\$ 31,452	\$ 36,259	\$ (4,807)		\$ 476,010	\$ 451,147	\$ 423,770	\$ 24,863
Range	\$ 3,126	\$ 2,500	\$ 626		\$ 43,614	\$ 34,976	\$ 36,560	\$ 8,638
Pro- Shop Revenues	\$ 7,508	\$ 5,490	\$ 2,018		\$ 115,188	\$ 82,635	\$ 93,795	\$ 32,553
City Surcharge R/R	\$ 2,297	\$ 2,700	\$ (403)		\$ 34,716	\$ 34,717	\$ 33,892	\$ (1)
Total Revenue	\$ 90,161	\$ 89,972	\$ 189		\$ 1,442,233	\$ 1,261,930	\$ 1,256,572	\$ 180,303
Cost of Sales	\$ 4,108	\$ 2,806	\$ 1,302		\$ 60,585	\$ 41,525	\$ 47,641	\$ 19,060
Merchandise	\$ 4,108	\$ 2,806	\$ 1,302	62%	\$ 60,585	\$ 41,525	\$ 47,641	\$ 19,060 64%
Gross Margin	\$ 86,053	\$ 87,166	\$ (1,113)		\$ 1,381,648	\$ 1,220,405	\$ 1,208,931	\$ 161,243
Total Payroll	\$ 63,339	\$ 64,682	\$ (1,343)		\$ 686,901	\$ 703,840	\$ 690,513	\$ (16,939)
Total Operating Expenses	\$ 52,479	\$ 49,419	\$ 3,060		\$ 542,469	\$ 541,925	\$ 513,425	\$ 544
EBITDA	\$ (29,765)	\$ (26,936)	\$ (2,829)		\$ 152,278	\$ (25,360)	\$ 4,991	\$ 177,638
Other Expenses	\$ 6,280	\$ 6,341	\$ (61)		\$ 69,073	\$ 69,746	\$ 67,739	\$ (673)
Management Fee	\$ 6,184	\$ 6,245	\$ (61)		\$ 68,022	\$ 68,695	\$ 66,688	\$ (673)
Interest Expense	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
Depreciation	\$ 96	\$ 96	\$ -		\$ 1,051	\$ 1,051	\$ 1,051	\$ -
Net Cash From Ops	\$ (36,045)	\$ (33,277)	\$ (2,768)		\$ 83,205	\$ (95,106)	\$ (62,748)	\$ 178,311
Rounds								
Total Rounds	2,933	3,341	(408)		43,633	42,361	42,641	1,272
Paid Rounds	2,453	2,687	(234)		37,422	35,436	36,428	1,986
Avg. GF/CF Total rounds	\$26.33	\$23.73	\$ 2.60		\$28.62	\$26.19	\$25.62	\$ 2.42
Avg. GF/CF Paid rounds	\$31.48	\$29.51	\$ 1.98		\$33.37	\$31.31	\$29.99	\$ 2.06
Avg. Merchandise/round	\$2.56	\$1.64	\$ 0.92		\$2.64	\$1.95	\$2.20	\$ 0.69

Overview:

- Overall golf revenues for August finished equal to the projected budget for the month. This was accomplished even with aerified greens and tee boxes which are top-dressed with sandy conditions. There were a reduced number of rounds due to heavy days of rainfall creating multiple days of restricted access for the players. Golf Advisor continues to rate the golf course with a 98% referral by its players posting incredible course conditions and the friendliest customer service in the county. The range revenues continue to be higher to the budget & Pro Shop revenues were also much higher to the budget as a result of club and merchandise sales.
- Total payroll for the month was slightly lower to the projected budget due to reduced hours as a result of several non-playable days. The entire team continues to work diligently to maintain the continuity for our guests and offer the Best in Class conditions for all players.
- Our operating expenses finished slightly higher to the budgeted amount due to increased costs from suppliers. We continue to monitor all expenses related to fertilizers, fungicides, mole cricket applications and herbicides needed to maintain the improved course conditions.
- The month of August is the eleventh month in our fiscal year 2020-2021 with yearly revenues being ahead by 14%. Our EBITDA remains extremely positive for the current year. Pro shop revenues are higher to the budget, range revenues are higher, payroll is lower than projected and expenses are equal to the budget.

R&R Projects:

- There were no projects for the month of August 2021.

Tee Sheet Activity:

- There were 2,933 total rounds for the month which included 2,453 paid rounds, 274 Annual with Cypress Pass member rounds and 206 other rounds. The round type for the month included 1,993 eighteen hole rounds and 901 nine hole rounds.
- The Golf staff continues to monitor daily tee sheet activity and they are trained to recognize underutilization of the tee sheet and offer promotional prices through the website to increase the number of potential players.

August 2021 and YTD rounds mix:

Type	Actual	Budget	Month- P.Y.	Y.T.D	P.Y-Y.T.D
Paid	2453	2687	2588	37422	36428
Annual	274	454	283	3698	3708
Other rounds	206	200	238	2513	2504
Total Rounds	2933	3341	3109	43633	42641

Departmental Summaries:**Course & Grounds**

- Our superintendent, Darren Bache continues to follow the agronomic program that he developed for Cypress Head. The golf course conditions have improved tremendously with his guidance and our mindshare comments has confirmed that Cypress Head is the best place to play in Volusia County.
- Expenses for the month were slightly over the projected budget due to increased fertilizer and insecticides costs required to maintain course conditions.
- During these summer months, maintaining the mowing frequency for the fairways, greens and roughs is our first priority. Also during the month, an aerification and organic fertilizer application was performed on the fourth and fifth fairway to improve the turf quality.
- Greens and tees were aerified in August which helps promote proper exchange of required nutrients for the soil and improves the health of the turf for the upcoming fall/winter season.

- We continue to top dress the greens on a regular basis to reduce thatch and grain to maintain a quality putting surfaces. During the month the maintenance team did a post-emergent weed control as well as a mole cricket application throughout the golf course.

Golf Shop/Carts

- The golf shop at Cypress Head is experiencing supply issues with products & merchandise from all of our manufacturers including Callaway, Titleist and Footjoy. There was \$308.00 in gift card sales purchased for the month with \$7,508.00 in pro-shop sales.
- We continue to follow all regular maintenance procedures regarding the cart fleet which includes registering monthly totals for battery amperage and mileage.
- The staff at Cypress Head Golf Course continues to offer individual lessons and a series of Golf Get Ready clinics for beginners and intermediate players in August. Cypress Head is also involved with a Kemper Sports Player initiative promoting golf for both new and established players.
- The MGA and the WGA have continued their league play as well as regular business leagues in the evenings.

Marketing and Sales:

- Cypress Head was recently awarded the News Journal “**Best of the Best for Golf Courses**” in both Volusia and Flagler County for 2021. This award is representative of the incredible customer service and course conditions that is offered here at Cypress Head in Port Orange.
- Cypress Head continues to build on the 2021 tournament season by hosting several high profile golf tournaments. The premiere golf event held in August was the Daytona Travelers and the Doan group.

- We continue to see an increase in tournament inquiries for 2022.
- We are maintaining our involvement with Golf Pac, and Tee-Times USA along with other National wholesaler and Golf Now to maximize utilization of our tee sheet.
- Cypress Head continues to be active members of the Port Orange South Daytona Chamber of Commerce, Daytona Chamber of Commerce, SEV Chamber and POSD Rotary keeping us informed regarding the challenges of the business and local community.
- We continue to maintain our database of emails with approximately 11,000 unique e-mail addresses. The golf staff continues to update player profiles including residency, phone numbers and proper classifications of all players.

Summary Report

Report run: 9/13/2021 9:47 AM MDT

Data current as of: 9/13/2021 9:45 AM MDT

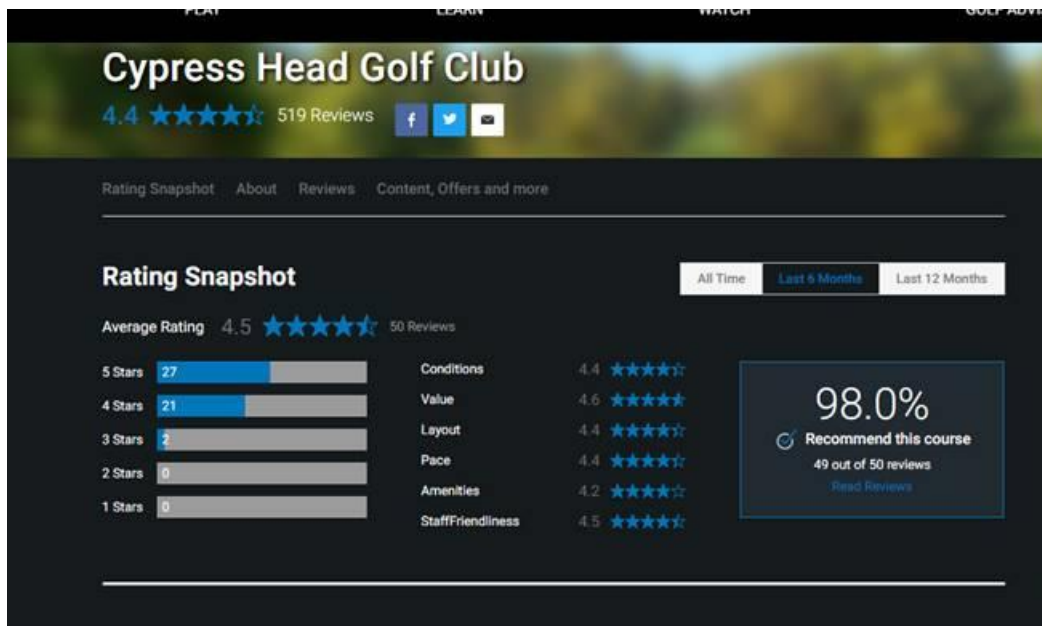
Key: Poor Acceptable Excellent

REPORT CRITERIA

Date of Survey	8/1/21 - 8/31/21
Select level:	Cypress Head Golf Club

	NPS	Overall Rating	Service Rating	Course Rating	Recommend Rating	# of Surveys
Goal Index	70.0 70.0					
Totals	93.3	9.5	9.3	9.4	9.9	15
Cypress Head Golf Club	93.3	9.5	9.3	9.4	9.9	15

- Course summary report for August showed an overall rating for the golf course of 9.5 with a course rating of 9.4 and our service rating is at 9.3.
- In addition to the report above, we continue using a new Google Analytic tool that provides us with an alternative ratings source from Golf Now Advisors.



- We continue to assist all players by helping them to enjoy their experience here at Cypress Head. There were some reviews that had constructive ideas to help us improve in some areas which we will evaluate as a team. The comments returned by the players in this avenue are useful tools in helping our maintenance and golf staff team improve. We also review all negative comments and they are discussed by our team and if required we will contact the individual to help us better understand their concerns. Players also have access to a suggestion box which is located at the clubhouse near the Men's and Ladies bulletin boards.

Corporate Support:

- Kemper Sports Center for Excellence – Ongoing resource. We have been participating in monthly webinars designed to share best practices used at Kemper properties throughout the country.

Insights:

- We continue to work with the entire staff at the Parks & Recreation department. Together we are prepared to face any challenges that may come our way.

Respectfully Submitted,

Bob Duquette, PGA

General Manager
The Golf Club at Cypress Head

Matt Lindley

Regional Operating Executive
KemperSports Management

REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
SEPTEMBER 21, 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 Chaplain Carlos Hidalgo of Florida Memorial Hospital - Chaplain Hidalgo was unable to attend, and a silent invocation took place instead.

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
	Also Present:	City Manager Wayne Clark Assistant City Attorney Shannon Balmer City Clerk Robin Fenwick

SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

4. Constitution Week Proclamation

Mayor Don Burnette read a proclamation for Constitution Week.

OTHER BUSINESS

5. Approval of Service Weapon Transfer Agreement for Sgt. Justin White

Motion to approve the agreement was made by Council Member Scott Stiltner and Seconded by Vice Mayor Drew Bastian. Motion carried unanimously by voice vote with no public comments.

CITY COUNCIL/TOWN CENTER CRA JOINT SPECIAL MEETING

Council recessed at 6:35 p.m. to hold the Joint Meeting with the Town Center CRA Board, minutes of which are under separate cover.

Council reconvened at 6:50 p.m.

CONSENT AGENDA

6. Public Comments on Consent Agenda Items Only

There were none.

7. Agenda Approval

Council Member Chase Tramont would like to pull Item #11 for further discussion. Vice Mayor Drew Bastian asked that Item #20 be removed from the agenda as requested by Staff. The item will be brought back on October 5, 2021.

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

8. Approval of Minutes

- a. September 7, 2021 - Regular City Council Meeting
- b. September 8, 2021 - City Council Special Meeting
- c. September 8, 2021 - Joint Special Meeting City Council/Town Center

CRA

9. Bid Awards and Contract Items

- a. Approval of Contract Extension with Collaborative Solutions, LLC through a Lean-on Consulting Agreement Statement of Work #3
- b. Approval of the Cooperative Economic Development Agreement with Team Volusia Economic Development Corporation
- c. Approval of Change Order #3 to A.G. Pifer Construction Services Co., Inc. to remove contaminated soil from the fire training facility located at 407 Virginia Avenue

10. Resolution No. 21-43 - Budget Appropriation Request to move \$150,000 from 301 Unrestrictive funds to 301 Restrictive to complete FY2020-2021 Road Paving Program Project POL201

11. Resolution No. 21-44 - Designate Funds from Building Special Revenue Fund (109) available fund balance for vehicle purchases

12. Resolution No. 21-52 - Additional Appropriation for Cypress Head Roof Repairs

13. Approval of Memorandum of Understanding (MOU), Article 28, with the National Association of Government Employees (NAGE) for the 2019-2022 Collective Bargaining Agreement.

14. Approval of the negotiated re-opener of Police Benevolent Association Lieutenants (PBA LTs) Collective Bargaining Agreement regarding Article 24 - Wages for fiscal years 2022 and 2023

15. Approval to Write-off Uncollectible Accounts Receivable Debts

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

Item #11. Resolution No. 21-44 - Designate Funds from Building Special Revenue Fund (109) available fund balance for vehicle purchases

Mayor Don Burnette read Resolution No. 21-44.

RESOLUTION NO. 21-44

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROPRIATING FUNDS FOR THE FISCAL YEAR 2021 BUDGET; TO DESIGNATE FUND BALANCE IN THE AMOUNT \$110,000 IN THE BUILDING SPECIAL REVENUE FUND (109) AND APPROPRIATE TO OPERATING EXPENDITURES – CAPITAL OUTLAY TO FUND THE PURCHASE OF TWO VEHICLE AND RELATED ACCESSORIES AND EQUIPMENT FOR THE BUILDING DIVISION AND SETTING FORTH REVENUES AND EXPENDITURES; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Resolution No. 21-44 was made by Mayor Drew Bastian and Seconded by Council Member Jonathan Foley.

Council Member Chase Tramont asked why these larger vehicles are needed. Wayne Clark, City Manager, provided details of the need for larger vehicles, which are needed on construction sites and to hold more people.

Motion carried unanimously by roll call vote.

CITIZEN PARTICIPATION (Non-Agenda – 20 minutes)

There were none.

COUNCIL COMMENTS

16. Comments/Concerns from Council Members

Council Member Scott Stiltner asked Christine Martindale, Public Information Officer, to provide details of Port Orange Family Days happening this weekend.

17. Citizen Advisory Committee for TPO

Bobby Ball was not able to attend the CAC meeting but will provide an update when he receives the details. He provided details of the upcoming meetings the County is holding relating to road construction.

18. Environmental Advisory Board Report

Kristine Cunningham, Chair, provided an update from the EAB meeting held recently. They will be in attendance at Port Orange Family Days encouraging recycling.

PUBLIC HEARING

19. First Reading - Ordinance No. 2021-23 - Rezoning and Approval of the Madeline Commons Planned Unit Development Master Development Agreement and Conceptual Development Plan (Case No. 20-65000002)

Mayor Don Burnette read Ordinance No. 2021-23.

ORDINANCE NO. 2021-23

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, REZONING PROPERTY CONSISTING OF APPROXIMATELY +/-34.6 ACRES LOCATED NORTH OF CHARLES STREET AND SUGAR MILL ELEMENTARY SCHOOL, BETWEEN MCDONALD ROAD AND 5TH STREET, FROM TWO-FAMILY RESIDENTIAL (R-2D) TO PLANNED UNIT DEVELOPMENT (PUD) AND APPROVAL OF THE MADELINE COMMONS PUD MASTER DEVELOPMENT AGREEMENT AND CONCEPTUAL DEVELOPMENT PLAN; AUTHORIZING REVISION OF THE OFFICIAL ZONING ATLAS; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2021-23
was made by Vice Mayor Drew Bastian
and Seconded by Council Member Scott
Stiltner.

Penelope Cruz, Planning Manager, provided details of the rezoning request.

Joey Posey, Attorney for the applicant, spoke regarding the background of the project and the changes the applicant has made based on feedback from neighbors. He also answered questions from Council relating to parking, traffic, and the roundabout being proposed.

Matthew West, Traffic Planner, spoke regarding the roundabout within this project and confirmed they are statistically safer.

Council thanked the applicant for working with the neighbors to present a better project but also asked for them to continue to work out other items such as traffic and the number of units.

Lorrie Baker, citizen, spoke regarding her concerns regarding traffic, students crossing the street, and the roundabout, but is thankful for the work from the applicant.

Pamela Covert, citizen, also spoke regarding her concerns regarding traffic.

Kat Atwood, citizen, disagrees with the roundabout because it is so close to the elementary school. She also thanked the applicant for their work in reducing the number of units.

Carol Payton, citizen, agreed with the previous comments but is also concerned with the drainage.

Motion carried 4-1 by roll call vote with
Council Member Scott Stiltner voting no.

20. First Reading - Ordinance No. 2021-24 - 21-1 Large-Scale Comprehensive Plan Amendment/Property Rights Element (Case No. 21-20000001)

This item was removed from the agenda at the request of Staff due to a typographical error in the meeting date of the legal notice published. The legal notice has been re-published with the new meeting date of October 5, 2021.

REGULAR AGENDA

21. First Reading - Ordinance No. 2021-13 - Land Development Code (LDC) Amendment/Chapters 2, 15, 16, 17, and 18 - Updated Sign Regulations (Case No. 21-25000004)

Mayor Don Burnette read Ordinance No. 2021-13.

ORDINANCE NO. 2021-13

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA AMENDING THE LAND DEVELOPMENT CODE CHAPTERS 2, 15, 16, 17 AND 18 UPDATING THE CURRENT SIGNAGE REGULATIONS TO ADOPT CONTENT-NEUTRAL REGULATION BY AMENDING DEFINITIONS; UPDATING SIGN STANDARDS TO INCLUDE NEW SIGN OPPORTUNITIES; REMOVING REDUNDANT AND OUT-OF-DATE

PROVISIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2021-13 was made by Vice Mayor Drew Bastian and Seconded by Council Member Scott Stiltner.

Mr. Burman presented the changes included in this ordinance amendment. Council requested 60 days for signs during election time rather than 45 days as proposed.

Motion carried unanimously by roll call vote.

ADDITIONAL ITEMS

22. City Attorney

There was nothing further.

23. City Manager

a. Legislative Appropriation - Mr. Clark provided an update on the project list provided for potential legislative appropriations.

COUNCIL COMMITTEE REPORTS

24. City Council Committee Reports

- a. ArtHaus - Council Member Chase Tramont had nothing to report.
- b. First Step Shelter - Council Member Chase Tramont had nothing new to report.
- c. Port Orange/South Daytona Chamber of Commerce - Mayor Don Burnette provided details of their upcoming events.
- d. Roundtable of Elected Officials - Mayor Don Burnette did not meet.

ADJOURNMENT - 8:48 p.m.

Mayor Donald O. Burnette

Attest:

Robin Fenwick, MMC
City Clerk

PORT ORANGE CITY COUNCIL & TOWN CENTER CRA
JOINT SPECIAL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
SEPTEMBER 21, 2021

THE SPECIAL CITY COUNCIL MEETING of the City of Port Orange was called to order by Mayor Donald O. Burnette at 6:35 p.m.

Roll Call	Present:	Council Member Jonathan Foley Council Member Chase Tramont Council Member Scott Stiltner (virtually) Vice Mayor Drew Bastian Mayor Donald Burnette
	CRA Members:	Jonathan Foley Chase Tramont Scott Stiltner (virtually) Drew Bastian Don Burnette Stan Schmidt, Chairman
	Absent:	Michael Benedict
	Also Present:	City Manager Wayne Clark City Attorney Matthew Jones City Clerk Robin Fenwick

There were no objections to the notice of the meeting and the notice was accepted.

DISCUSSION / ACTION

2. First Reading - Ordinance No. 2021-25 - Amendment to the Port Orange Town Center Community Redevelopment Plan (Case No. 21-15000001)

Mayor Don Burnette read Ordinance No. 2021-25

ORDINANCE NO. 2021-25

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, RELATING TO COMMUNITY REDEVELOPMENT; AMENDING THE COMMUNITY REDEVELOPMENT AREA PLAN FOR PORT ORANGE TOWN CENTER AND THE RIVERWALK PLANNED COMMUNITY CONCEPT DEVELOPMENT PLAN; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Penelope Cruz, Planning Manager, presented the requested changes and answered questions from Council and the CRA Board.

Robert Reinhagen, citizen, suggested this item be denied as he believes the trail will become private property and that is inconsistent with the original vision. He doesn't believe a trail will happen.

CRA Motion to recommend approval to the City Council of Ordinance No. 2021-25, approving the Amendment to the Port Orange Town Center Community Redevelopment Plan, as recommended by the Planning Commission was made by Member Drew Bastian and Seconded by Member Jonathan Foley. Motion carried unanimously by roll call vote.

Council Motion to approve Ordinance No. 2021-25, approving the Amendment to the Port Orange Town Center Community Redevelopment Plan, as recommended by the Planning Commission and the Port Orange Town Center CRA was made by Council Member Chase Tramont and Seconded by Council Member Jonathan Foley. Motion carried unanimously by roll call vote.

3. First Reading Ordinance No. 2021-26 - LDC Amendment/ Chapters 2, 17, and 18 (Case No. 21-25000005)

Mayor Don Burnette read Ordinance No. 2021-26

ORDINANCE NO. 2021-26

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE BY AMENDING SECTION 2 OF CHAPTER 2 RELATING TO DEFINITIONS; AMENDING CHAPTERS 17 AND 18 RELATING TO RIVERWALK OVERLAY DISTRICT (ROD) AND THE PLANNED COMMERCIAL-RIVERWALK(PC-R) ZONING DISTRICT REGULATIONS FOR THE PURPOSE OF SUPPORTING REDEVELOPMENT EFFORTS IN THE RIVERWALK AREA; AMENDING THE BOUNDARY OF THE RIVERWALK OVERLAY DISTRICT (ROD); PROVIDING FOR

CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY
AND PROVIDING AN EFFECTIVE DATE.

Mrs. Cruz provided details of the amendment being requested.

CRA Motion to recommend approval to the City Council of Ordinance No. 2021-26, approving the Amendment to Chapters 2, 17, and 18 of the Land Development Code (Case No. 21-25000005), as recommended by the Planning Commission was made by Member Drew Bastian and Seconded by Member Jonathan Foley. Motion carried unanimously by roll call vote.

Council Motion to approve Ordinance No. 2021-26, approving the Amendment to Chapters 2, 17, and 18 of the Land Development Code (Case No. 21-25000005), as recommended by the Planning Commission and the Port Orange Town Center CRA was made by Vice Mayor Drew Bastian and Seconded by Council Member Scott Stiltner. Motion carried unanimously by roll call vote.

4. Third Amendment to the Property Exchange Agreement (Cardwell Funeral Home Property)

Tim Burman, Community Development Director, provided details of the changes being made in the amendment.

CRA Motion to recommend approval of the Third Amendment to the Property Exchange Agreement (Cardwell Funeral Home Property) was made by Member Scott Stiltner and Seconded by Member Drew Bastian. Motion carried unanimously by roll call vote.

Council Motion to approve the Third Amendment to the Property Exchange Agreement (Cardwell Funeral Home Property) was made by Council Member Scott Stiltner and Seconded by Vice

Mayor Drew Bastian. Motion carried
unanimously by roll call vote.

There was no further business to be brought before the members of the Town Center
Redevelopment Agency and City Council.

ADJOURNMENT – 6:50 p.m.

Mayor Donald O. Burnette

Attest:

Robin Fenwick, MMC
City Clerk

SPECIAL CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
SEPTEMBER 22, 2021

THE SPECIAL CITY COUNCIL MEETING 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 Vice Mayor Drew Bastian (arrived late) 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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Mayor Don Burnette requested a ten minute recess to allow Vice Mayor Drew Bastian additional time to arrive from his job.

Motion to recess for ten minutes was made by Council Member Chase Tramont and Seconded by Council Member Jonathan Foley. Motion carried unanimously by voice vote.

Council reconvened at 5:42 p.m.

DISCUSSION / ACTION

4. Discussion on Final Budget and Millage Rate for FY 2021-2022

Mayor Don Burnette announced the Fiscal Year (FY) 2022 Budget commences on October 1, 2021 and continues through September 30, 2022. The public hearing is now reconvened to discuss the millage rate and budget. The first substantive issue to be discussed by City Council, includes the percentage increase in millage over the rolled-back rate necessary to fund the budget and the specific purposes for which ad valorem tax revenues are being increased. The City Council will discuss the increase, the purposes and the final millage necessary to fund the FY2022 final budget for the City of Port Orange, the Community Redevelopment Agency for Port Orange Town Center, and the Community Redevelopment Agency for Eastport Business Center. The final millage rate to be levied is currently 4.9632 mills per \$1,000.00 of valuation and is currently an 11.20% increase in ad valorem tax revenues above the rolled-back rate.

The rolled-back rate is 4.4633 mills per \$1,000.00 of valuation.

Mayor Don Burnette asked the City Manager to comment on the increase in millage over the rolled-back rate and the specific purposes for the increase, which Mr. Clark did. The increase is to begin addressing Amendment 2 (the voter-approved mandate of \$15.00 per hour for minimum wage), which the City must accomplish by 2026. Mr. Clark advised Council Member Jonathan Foley reached out to him to state he would not be voting for the approved tentative millage rate. Based on that, Mr. Clark discussed additional options to reduce the tentative millage rate with Staff that includes salary savings, deferring the purchase of additional PogTV equipment to broadcast offsite, efficiencies identified in the Finance Department, along with the recognition of additional revenue within the Fire Department for projected ambulance billing. These options would bring the millage rate to 4.9072, which is a 9.95% increase over the rolled back rate.

Mayor Don Burnette asked Council to discuss the proposed millage rate and any potential changes to it.

Council Member Jonathan Foley expressed a desire to reduce the tentative millage rate approved on September 8, 2021. He supports the optional savings presented by the City Manager and thanked Staff for digging deep to reduce the proposed millage rate.

Vice Mayor Drew Bastian thanked Staff, as well, and is supportive of the options presented, since there is no change in services to the citizens. He still would have liked to have seen a bigger emphasis on salaries to address Amendment 2.

Council Member Scott Stiltner agreed with the Vice Mayor's comments but is happy to see the tentative rate lowered while still addressing salaries. He thanked Robin Hayes, Interim Finance Director, and the City Manager for the reduction.

Mayor Don Burnette also thanked Staff and doesn't like that the increase will be a heavy lift for the business community and property owners with second homes, rentals, etc. but understands the increase is needed to address salaries and maintain the high level of service citizens expect.

Council consensus was to support the options presented to reduce the millage rate to 4.9072.

There were no public comments.

Mayor Don Burnette announced the final millage rate to be adopted is the rate of 4.9072 mills per \$1,000 of valuation which represents a 9.95% increase above the rolled-back rate of 4.4633 mills per \$1,000 of valuation.

5. Resolution No. 21-45 - Adopting the Final Millage Rate for FY 2021-2022

Mayor Don Burnette read Resolution No. 21-45.

RESOLUTION NO. 21-45

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; ADOPTING THE FINAL AD VALOREM PROPERTY TAX MILLAGE RATES TO BE LEVIED FOR FISCAL YEAR 2022 (OCTOBER 1, 2021 TO SEPTEMBER 30, 2022); AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Resolution No. 21-45 adopting the City of Port Orange FY2022 final millage rate of 4.9072 mills of \$1,000 of valuation, which represents a 9.95% increase in ad valorem tax revenues above the rolled-back rate of 4.4633 was made by Vice Mayor Drew Bastian and Seconded by Council Member Jonathan Foley. Motion carried 3-2 by roll call vote with Council Members Chase Tramont and Scott Stiltner voting no after no public comments.

6. Resolution No. 21-46 - Adopting the Final Operating Budget for FY 2021-2022

Mayor Don Burnette read Resolution No. 21-46.

RESOLUTION NO. 21-46

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; ADOPTING THE FINAL OPERATING BUDGET FOR FISCAL YEAR 2022 (OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2022) FOR THE CITY OF PORT ORANGE; SETTING FORTH ANTICIPATED SOURCES OF REVENUE IN THE ESTIMATED AMOUNT OF \$121,828,100 SETTING FORTH EXPENDITURES IN AN EQUIVALENT AMOUNT; PROVIDING FOR APPROPRIATION AND PROCEDURES; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Resolution No. 21-46 adopting the City of Port Orange FY2022 final operating budget was made by Vice Mayor Drew Bastian and

Seconded by Council Member Jonathan Foley. Motion carried 3-2 by roll call vote with Council Members Chase Tramont and Scott Stiltner voting no after no public comments.

7. Resolution No. 21-47 - Adopting the Final Capital Budget for FY 2021-2022

Mayor Don Burnette read Resolution No. 21-47.

RESOLUTION NO. 21-47

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, ADOPTING THE FINAL CAPITAL BUDGET FOR FISCAL YEAR 2022 (OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2022) FOR THE CITY OF PORT ORANGE; SETTING FORTH ANTICIPATED SOURCES OF REVENUE IN THE AMOUNT OF \$14,156,743; SETTING FORTH EXPENDITURES IN AN EQUIVALENT AMOUNT; PROVIDING FOR APPROPRIATION EXPENDITURES; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Resolution No. 21-47 adopting the City of Port Orange FY2022 final capital budget was made by Vice Mayor Drew Bastian and Seconded by Council Member Jonathan Foley. Motion carried unanimously by roll call vote after no public comments.

8. Resolution No. 21-48 - Adopting the Final Millage Rate for FY 2021-2022 for Town Center CRA Tax Increment District

Mayor Don Burnette read Resolution No. 21-48.

RESOLUTION NO. 21-48

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; ADOPTING THE FINAL AD VALOREM PROPERTY TAX MILLAGE RATE TO BE LEVIED FOR THE TOWN CENTER COMMUNITY REDEVELOPMENT AGENCY TAX INCREMENT DISTRICT, FOR FISCAL YEAR 2022 (OCTOBER 1, 2021 TO SEPTEMBER 30, 2022); AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Resolution No. 21-48 adopting the Community Redevelopment Agency for Port Orange Town Center FY2022 final millage rate of 4.9072 mills per \$1,000 of valuation, which represents a 9.95% increase in ad valorem tax revenue above the rolled-back rate of 4.4633 was made by Vice Mayor Drew Bastian and Seconded by Council Member Jonathan Foley. Motion carried 3-2 by roll call vote with Council Members Chase Tramont and Scott Stiltner voting no after no public comments.

9. Resolution No. 21-49 - Adopting the Final Operating Budget for FY 2021-2022 for Town Center CRA Tax Increment District

Mayor Don Burnette read Resolution No. 21-49.

RESOLUTION NO. 21-49

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; ADOPTING THE FINAL TOWN CENTER COMMUNITY REDEVELOPMENT AGENCY TAX INCREMENT DISTRICT OPERATING BUDGET FOR FISCAL YEAR 2022 (OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2022); SETTING FORTH ANTICIPATED SOURCES OF REVENUE IN THE ESTIMATED AMOUNT OF \$493,633; SETTING FORTH EXPENDITURES IN AN EQUIVALENT AMOUNT; PROVIDING FOR APPROPRIATION AND PROCEDURES; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Resolution No. 21-49 adopting the Community Redevelopment Agency for Port Orange Town Center FY2022 final operating budget was made by Vice Mayor Drew Bastian and Seconded by Council Member Jonathan Foley. Motion carried 3-2 by roll call vote with Council Members Chase Tramont and Scott Stiltner voting no after no public comments.

10. Resolution No. 21-50 - Adopting the Final Millage Rate for FY 2021-2022 for Eastport CRA Tax Increment District

Mayor Don Burnette read Resolution No. 21-50.

RESOLUTION NO. 21-50

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; ADOPTING THE FINAL AD VALOREM PROPERTY TAX MILLAGE RATE TO BE LEVIED FOR THE EASTPORT COMMUNITY REDEVELOPMENT AGENCY TAX INCREMENT DISTRICT, FOR FISCAL YEAR 2022 (OCTOBER 1, 2021 TO SEPTEMBER 30, 2022); AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Resolution No. 21-50 adopting the Community Redevelopment Agency for Eastport Business Center FY2022 final millage rate of 4.9072 mills per \$1,000 of valuation which represents a 9.95% increase in ad valorem tax revenue above the rolled-back rate of 4.4633 was made by Vice Mayor Drew Bastian and Seconded by Council Member Jonathan Foley. Motion carried 3-2 by roll call vote with Council Members Chase Tramont and Scott Stiltner voting no after no public comments.

11. Resolution No. 21-51 - Adopting the Final Operating Budget for FY2021-2022 Eastport CRA Tax Increment District

Mayor Don Burnette read Resolution No. 21-51.

RESOLUTION NO. 21-51

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; ADOPTING THE FINAL EASTPORT COMMUNITY REDEVELOPMENT AGENCY TAX INCREMENT DISTRICT OPERATING BUDGET FOR FISCAL YEAR 2022 (OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2022); SETTING FORTH ANTICIPATED SOURCES OF REVENUE IN THE ESTIMATED AMOUNT OF \$250,171; SETTING FORTH EXPENDITURES IN AN EQUIVALENT AMOUNT; PROVIDING FOR APPROPRIATION AND

PROCEDURES; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Resolution No. 21-51 adopting the Community Redevelopment Agency for Eastport Business Center FY2022 final operating budget was made by Vice Mayor Drew Bastian and Seconded by Council Member Jonathan Foley. Motion carried 3-2 by roll call vote with Council Members Chase Tramont and Scott Stiltner voting no after no public comments.

Mayor Don Burnette announced the adopted final millage rate of 4.9072 mills per \$1,000 of valuation is a 9.95% increase in ad valorem tax revenues above the rolled-back rate. In addition to the foregoing general operating budget/millage levy, there is a voter approved millage levy of 0.2284 mills to fund the debt service for the 2016 general obligation refunding bonds issued for public safety capital facilities.

ADJOURNMENT - 6:22 p.m.

Mayor Donald O. Burnette

Attest:

Robin Fenwick, MMC
City Clerk



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/5/2021

Consent item: Yes

SUBJECT: (C11a) Intent to Award ITB No. 21-16 to Don Bell Signs LLC for City Center Entrance LED Sign Board

DEPARTMENT: Administrative Services

GOAL: 6 - Organizational Excellence

RECOMMENDED MOTION: Move to approve the award of ITB 21-16, City Center Entrance LED Sign Board, to the lowest responsive bidder, Don Bell Signs LLC, in the amount of \$28,539.00; subject to City Attorney and City Manager review and approval of final contract documents; and to authorize the Mayor and City Clerk to execute all contract documents.

SUMMARY: On August 30, 2021, four submittals were received for ITB #21-16 City Center Entrance LED Sign Board. Two of the submittals were deemed non-responsive due to not having the required forms and documents. Of the remaining two, Don Bell Signs LLC was the lowest responsible and responsive bidder.

The scope of work for this project includes replacing the existing sign board with a modern, LED digital screen of similar size capable of displaying high resolution graphics and video files. The sign will have a built-in AT&T wireless connection which will allow it to be updated using cloud-based software within a web browser. The lighting behind the lettering at the top of the monument wall will be replaced with LED lighting to better showcase the lettering at night or in low light conditions. Additionally, the City Seal at the top of the sign will be replaced with a new seal coated in double vinyl surface to better withstand the sun's rays.

City staff will pressure wash the monument wall and touch-up any areas that need paint applied. The contractor will be responsible for returning the site to it's current condition, such as replacing any sod, mulch, or shrubs that may be disturbed during the project.

The contractor estimates the project will take approximately 65 days to complete once notice to proceed has been issued.

Project No.: ZMI077
ZMI077

Funding Account No.: Equipment - Capital
Parks & Rec - Recreation - Other Supplies/Advert

Presenter: Heather Carrizales

ATTACHMENTS:

1.	Don Bell Signs, LLC ITB 21-16 Standard Contract for Services	Don Bell Signs, LLC ITB 21-16 Standard Contract for Services.pdf
2.	Payment and Performance Bond	Payment and Performance Bond.pdf
3.	ITB 21-16 City Center Entrance LED Sign Board	ITB 21-16 City Center Entrance LED Sign Board.pdf
4.	Don Bell Signs LLC Bid Submittal	Don Bell Signs LLC Bid Submittal.pdf
5.	SunBiz	SunBiz.pdf
6.	Bid Tabulation	Bid Tabulation.xlsx
7.	ITB 21-16 Notice of Intent to Award FINAL (9.9.2021)	ITB 21-16 Notice of Intent to Award FINAL (9.9.2021).pdf
8.	ITB 21-16 Addendum No.1 FINAL (8.17.2021) (1)	ITB 21-16 Addendum No.1 FINAL (8.17.2021) (1).PDF
9.	ITB 21-16 Addendum No.2 FINAL (8.20.2021)	ITB 21-16 Addendum No.2 FINAL (8.20.2021).PDF
10.	REVISED ITB 21-16 Addendum No.2 FINAL (8.24.2021)	REVISED ITB 21-16 Addendum No.2 FINAL (8.24.2021).PDF

jhicks jhicks
Heather Carrizales
Lupe Reyna-Coffin
Robin Hayes
Matthew Jones
Wayne Clark
Robin Fenwick

Created/Initiated - 9/9/2021
Approved - 9/9/2021
Approved - 9/10/2021
Approved - 9/14/2021
Approved - 9/21/2021
Approved - 9/23/2021
Final Approval - 9/24/2021



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 **DON BELL SIGNS, LLC**, a limited liability corporation whose principal address is 365 Oak Place, Port Orange, Florida 32127 ("Contractor"). The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

(a) The Contractor hereby agrees to provide the replacement of City Center Entrance Electronic Sign Board, located at the Southwest corner at the Intersection of Dunlawton Avenue and City Center Parkway, and as more specifically described in Intent to BID 21-16 ("ITB 21-16"). This Contract together with ITB 21-16, Specifications, Addendum No. 1, Addendum No. 2, 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 Work with Specifications, and Addendum No. 1 and Addendum No. 2 of ITB 21-16, and the Contractor's Schedule of Unit Pricing are attached hereto as Exhibit "1." A complete copy of ITB 21-16 is 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 commence on the date this Contract is signed by the Parties. The work shall be substantially completed within sixty (60) days from the issuance of a Notice to Proceed, and an additional thirty (30) days for final completion (the "Term").

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

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

Authorization for Services: This Contract standing alone does not authorize the purchase of any goods or services or require the City to place any orders for goods or service. Authorization for the purchase of goods or services from Contractor under this Contract shall be upon issuance of a Notice to Proceed and a written Purchase Order issued 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 Contractor at the prices set forth in Exhibit "1" attached hereto, subject to a limit up to but not to exceed Twenty-Eight Thousand Five Hundred Thirty-Nine and 00/100 Dollars (\$28,539.00). 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.

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 Information Technology Manager, James Hicks, 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 Exhibit Form. 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 (Exhibit A).	<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></table> Contracts over \$20 million To Be Determined by the City.	<u>Contract Amount</u>	<u>Limits</u>	Up to \$10 million	Statutory/\$500,000	\$10 - \$20 million	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.
<u>Contract Amount</u>	<u>Limits</u>								
Up to \$10 million	Statutory/\$500,000								
\$10 - \$20 million	Statutory/\$1,000,000								
☒	Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$1,000,000 occurrence \$1,000,000 aggregate	☐ When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.						

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

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: James Hicks, Information Technology Manager 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5545
Contractor:	Don Bell Signs, LLC Attention: George D. Brown, Managing Member 365 Oak Place Port Orange, Florida 32127 (386) 788-8084 - Telephone E-Mail: rhatcher@donbellsignd.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]

Witnesses:

DON BELL SIGNS, LLC

Printed Name: _____

By: _____

George D. Brown, Managing Member

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

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 George D. Brown, as Managing Member of Don Bell Signs, LLC, a limited liability 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. He is ____ personally known or ____ produced _____ as identification.

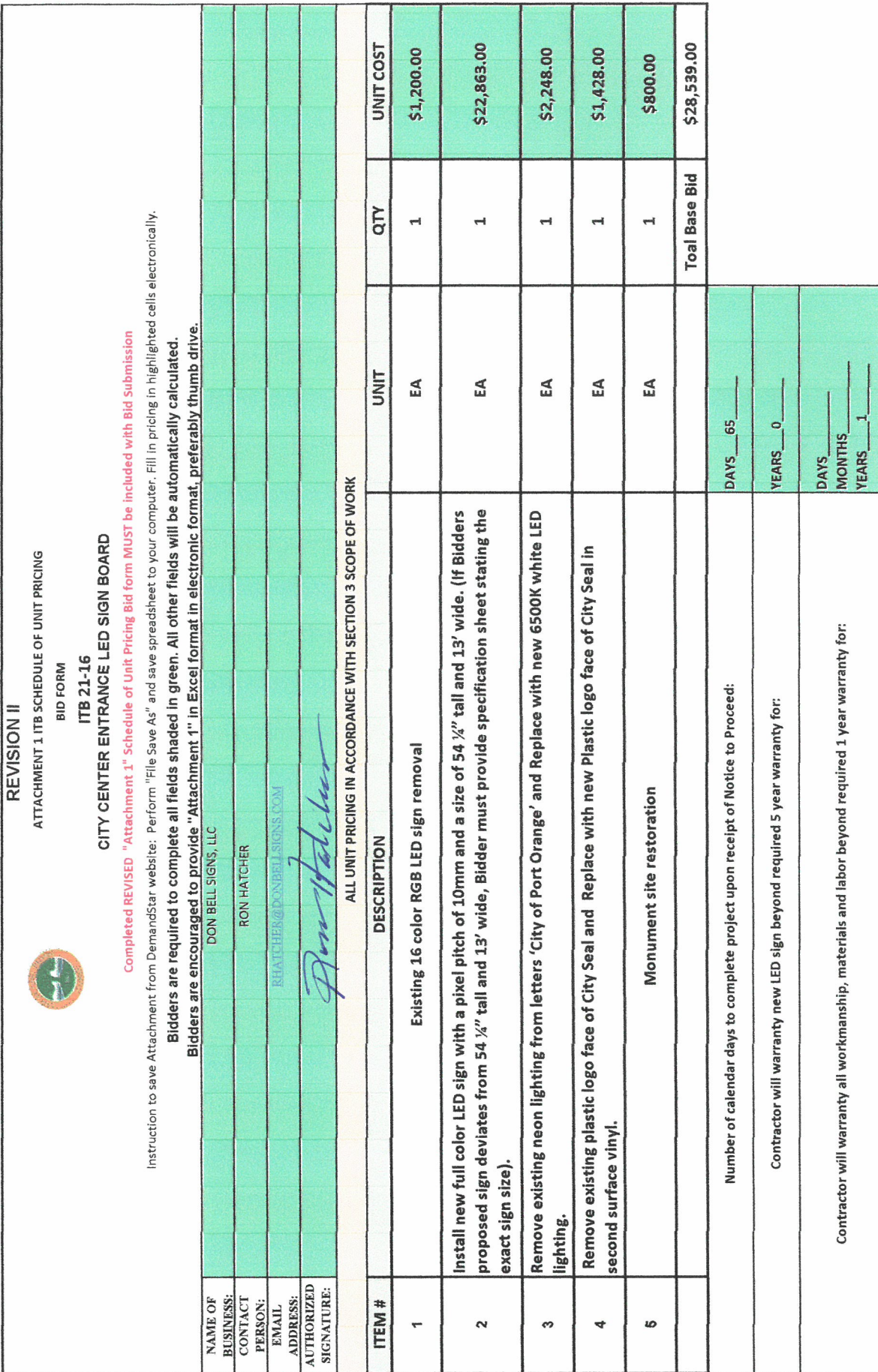
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

EXHIBIT “1”

Contractor's Quote

Consisting of 4 Pages





CITY OF PORT ORANGE

PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5717
purchdiv@port-orange.org

ADDENDUM NO. # 1

August 17, 2021

ITB #21-16 CITY CENTER ENTRANCE LED SIGN BOARD

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated July 20, 2021 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

A. CLARIFICATIONS:

None

B. CHANGES TO SPECIFICATIONS:

Item number 2 (pg.10) currently reads as: *"Replace with new full color LED sign with a pixel pitch of 10mm and a size of 80" x 240"*.

Item number 2 shall now read as: *"Replace with new full color LED sign with a pixel pitch of 10mm and a size of 54 ¼" tall and 13' wide"*.

C. REVISIONS

REVISED ATTACHMENT 1 ITB SCHEDULE OF UNIT PRICING BID FORM

Attachment 1 ITB Schedule of Unit Pricing Bid Form (pg.52), Item number 2 currently reads as: *"Install new full color LED sign with a pixel pitch of 10mm and a size of 80" x 240"*.

Revised Attachment 1 ITB Schedule of Unit Pricing Bid Form Item number 2 shall now read as: *"Install new full color LED sign with a pixel pitch of 10mm and a size of 54 ¼" tall and 13' wide"*.

The **Revised Attachment 1 ITB Schedule of Unit Pricing Bid Form** supersedes the original Attachment 1 ITB Schedule of Unit Pricing Bid Form and is hereby added to ITB 21-16. **Revised Attachment1 ITB Schedule of Unit Pricing Bid Form** is posted as a separate document on DemandStar and the City of Port Orange Purchasing Web page @ <https://www.port-orange.org/bids.aspx>

D. QUESTIONS AND ANSWERS:

Question No.1: Is the existing sign board to be replaced?

ANSWER: Yes

Question No.2: Per the specifications, the new sign board size is 80" x 240". Is the new sign too large and cover the existing letters or landscaping?

ANSWER: Please refer to item B. Changes to Specifications above.

Question No.3: Is the Contractor to remove the City of Port Orange letters?

ANSWER: No

Question No.4: Is the electrical sufficient?

ANSWER: The electrical was working about 6 months ago. Some improvements may be needed.

Question No.5: Is the contractor to connect the new sign to the existing power source?

ANSWER: Yes

Is the power source still good?

ANSWER: Yes

Question No.6: Is a specific brand of sign required?

ANSWER: No

Question No.7: Does the City want comparisons to choose from?

ANSWER: The City does not have a brand preference. The Contractor chooses one brand to fit the best.

Question No.8: Is the warranty important to the City?

ANSWER: Yes. Please refer to the Warranty specifications stated in Section 6.

Question No.9: Is the current monument housing large enough to accommodate the new 80" x 240" LED sign board?

ANSWER: Please refer to item B. Changes to Specifications above.

Question No.10: If the contractor could supply a 6.5 mm pixel pitch instead of a 10mm for a better price and a five-year parts warranty, would that be acceptable?

ANSWER: No. Pixel pitch shall be 10mm per specification.

In all other respects, except as specifically stated herein, the subject ITB #21-16 CITY CENTER ENTRANCE LED SIGN BOARD remains unchanged.

END OF ADDENDUM NO. #1

Joseph Castro

Buyer

jcastro@port-orange.org



CITY OF PORT ORANGE

PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5717
purchdiv@port-orange.org

REVISED

ADDENDUM NO. # 2

August 20, 2021

ITB #21-16 CITY CENTER ENTRANCE LED SIGN BOARD

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated July 20, 2021 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

A. **CLARIFICATIONS:**

The date on Addendum No.2 was incorrectly stated as August 24,2021. The date is hereby corrected to be August 20, 2021.

B. **CHANGES TO SPECIFICATIONS:**

None

C. **REVISIONS**

None

D. **QUESTIONS AND ANSWERS:**

None

In all other respects, except as specifically stated herein, the subject ITB #21-16 CITY CENTER ENTRANCE LED SIGN BOARD remains unchanged.

END OF REVISED ADDENDUM NO. #2

Joseph Castro

Buyer

jcastro@port-orange.org

EXHIBIT "2"

Payment and Performance Bond

Consisting of __ 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: Don Bell Signs, LLC
Principal Business Address: George D. Brown, Managing Member
365 Oak Place
Port Orange, Florida 32127
Contact Person: George D. Brown, Managing Member
Phone Number: (386) 788-8084

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: \$28,539.00 **City Case/Project No.** ITB 21-16 City Center Entrance LED Sign Board

Description of Work: ITB 21-16 City Center Entrance LED Sign Board

Project Location: Southwest Intersection of Dunlawton Avenue and City Center Parkway,
City of Port Orange, Volusia County, Florida

Legal Description: Portions of Parcel ID: 6317-30-00-0010
*See Attached **Exhibit "A"***

Front Page

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

ITB 21-16 City Center Entrance LED Sign Board

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, **DON BELL SIGNS, LLC** as Principal, and _____, a corporation, as Surety, are bound to **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of **TWENTY-EIGHT THOUSAND FIVE HUNDRED THIRTY-NINE AND 00/100 DOLLARS (\$28,539.00)**, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain Standard Contract for Services having an effective date of _____, entered into by and between the Principal and the City, for City Center Entrance LED Sign Board, 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:

DON BELL SIGNS, LLC
(Name of Principal)

(As to Corporate Principal) Secretary

By: _____
George D. Brown, Managing Member

(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.

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: Don Bell Signs, LLC
Principal Business Address: George D. Brown, Managing Member
365 Oak Place
Port Orange, Florida 32127
Contact Person: George D. Brown, Managing Member
Phone Number: (386) 788-8084

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: \$28,539.00 **City Case/Project No.** ITB 21-16 City Center Entrance LED Sign Board

Description of Work: ITB 21-16 City Center Entrance LED Sign Board

Project Location: Southwest Intersection of Dunlawton Avenue and City Center Parkway,
City of Port Orange, Volusia County, Florida

Legal Description: Portions of Parcel ID: 6317-30-00-0010
See Attached ***Exhibit "A"***

Front Page

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

ITB 21-16 City Center Entrance LED Sign Board

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, **DON BELL SIGNS, LLC** as Principal, and _____, a corporation, as Surety, are bound to **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of **TWENTY-EIGHT THOUSAND FIVE HUNDRED THIRTY-NINE AND 00/100 DOLLARS (\$28,539.00)**, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain Standard Contract for Services having an effective date of _____, entered into by and between the Principal and the City, for City Center Entrance LED Sign Board, 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:

DON BELL SIGNS, LLC
(Name of Principal)

(As to Corporate Principal) Secretary

By: _____
George D. Brown, Managing Member

(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

CITY CENTER ENTRANCE LED SIGN BOARD

ITB #21-16



City of Port Orange Purchasing Division

Prepared by: Joseph Castro, Buyer

Release Date: July 20, 2021

Bid Due Date & Time: August 24, 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 #21-16 CITY CENTER ENTRANCE LED SIGN BOARD

Notice is hereby given that the City of Port Orange is soliciting bids for ITB #21-16 CITY CENTER ENTRANCE LED SIGN BOARD. 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 August 24, 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 and Site Visit for the project at 10:00 A.M. (local time) on **August 3, 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 to obtain sign refurbishment 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 2.267, and all Bids will be evaluated in accordance with the provisions of Section 2.266. 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 Bidders 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 #21-16 CITY CENTER ENTRANCE LED SIGN BOARD"** in the subject line. Last day for questions will be, **August 10, 2021 at 5:00 P.M.**

[Remainder of this page left intentionally blank]

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



SEALED BID • DO NOT OPEN

SEALED BID NO. ITB #21-16

BID TITLE: CITY CENTER ENTRANCE LED SIGN BOARD

DUE DATE/TIME: August 24, 2021 at 2:30 P.M.

SUBMITTED BY: _____
(Name of Company)

ADDRESS: _____

DELIVER TO: City of Port Orange
Attn: Joseph Castro, Buyer
Finance Department
1000 City Center Circle
Port Orange, Florida 32129

DATE/TIME RECEIVED: _____
(To be stamped by Clerk's Office)

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[Remainder of this page left intentionally blank]

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 refurbishing the existing monument sign at the intersection of Dunlawton Ave. and City Center Parkway in Port Orange, FL 32129.

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..... July 20, 2021
Non-Mandatory Pre-Bid Conference and Site Visit..... August 3, 2021 at 10:00 A.M.
Deadline for Questions.....August 10, 2021 by 5:00P.M.
Final Addendum PostingAugust 17, 2021 by 5:00 P.M.
Bids Due..... August 24, 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 Bidder
- d) Address of Bidder

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 and Site Visit 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 #21-16 CITY CENTER ENTRANCE LED SIGN BOARD**” 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.

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 their 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 Bidder must indicate those exceptions as stated on the Bidder's Acknowledgement Form.

BID SUBMISSION AND WITHDRAWAL:

Unless otherwise specified, Bidder 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 Bidders. 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 Bidder 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.

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SECTION 3 - SCOPE OF WORK

Scope of Work

Renovating the existing monument sign, located across from the Dorothy Hukill City Center Annex. Annex address is 1305 Dunlawton Ave. Port Orange, FL 32129. The Contractor will furnish all software, labor, equipment, tools, services, and incidentals to complete all work required by these specifications as follows:

Specifications

1. Remove the existing 16 color RGB LED sign.
2. Replace with new full color LED sign with a pixel pitch of 10mm and a size of 80" x 240".
 - a. Sign must be able to display uploaded images sourced from non-proprietary file formats such as .PNG, .JPG, etc.
 - b. If sign can display full motion video files, specify which file formats are supported.
 - c. Sign must be able to use cellular technology such as a SIM card provided by mobile carriers in order to be updated remotely using a PC and a web browser or application. Specify which mobile providers are compatible with sign.
3. Remove existing neon lighting from letters 'City of Port Orange'.
4. Replace with new 6500K white LED lighting.
5. Remove existing plastic logo face of City Seal.
6. Replace with new Plastic logo face of City Seal in second surface vinyl.
7. The Contractor is responsible for training City staff on sign operations and basic troubleshooting.
8. The Contractor will restore the monument sign site to a condition of equal to, or better than, the condition prior to start of the project. This includes all sod and planted materials.
9. The contractor will provide City staff sign board manual(s) to City staff.

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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 Bidder. 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/bids.aspx

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 Bidder 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 Bidder.

5. **APPLICABLE LAWS**

In connection with the furnishing of supplies or performance of work under the Contract, the Bidder 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 Bidder 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 department's 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 Bidders; 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/she 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 Bidder 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 Bidder 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 days 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/her 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. 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. The solicitation process shall end upon issuance of the written Notice of Intended Action containing the recommendation of award to the 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 noticed 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 Bidders must disclose if any City of Port Orange employee is also an owner, corporate officer, or employee of Bidder'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 Bidder. 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 Contractor. Any price escalations are limited to those stated by the Contractor on the original response.

25. COOPERATIVE PURCHASING

The City Manager may elect to purchase through or join with other governmental units in cooperative purchasing ventures when the best interest of the City would be served thereby, provided the same is in accordance with all applicable laws. In the event the City Manager should elect to purchase through or join with other governmental agencies in cooperative purchasing ventures, all purchases in excess of twenty-five thousand dollars (\$25,000) shall require City Council approval before the purchasing contracts are entered into. (Code 1981, § 8-33, Ord. 1997-22, § 5. 5-6-1997; Ord. No. 2004-15, § 4, 7-20-2004)

26. COPYRIGHT AND PATENT RIGHTS

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 Bidder 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.

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 Bidder 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 employees hired on or after January 1, 2021 by the Bidder 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, he/she should 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 Bidder 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 Bidder 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 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 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 Bidders 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 Bidder, or where a Bidder answers questions. In other words, neither Bidders, 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 Bidders, 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 DISTRUBUTION

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.

[Remainder of page left intentionally blank]

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:

Sixty (60) days from notice to proceed for substantial completion and an additional thirty (30) days for final completion, not to exceed a total of 90 days for the term of the contract.

TIME-LINE:

- A. Notice of Award: after bid opening and complete review of submitted bid information.
- B. Notice to Proceed: TBD by the using department.
- C. Start Date and Time: after Pre-construction Meeting.
- D. Substantial Completion Time: Not to exceed one sixty (60) days from the date of the Notice to Proceed. Original LED sign is removed, new LED sign is installed, electrical components are connected, and LED sign power is on.
- E. Final Completion Time: Thirty (30) days from substantial completion time. LED sign is fully functional, software and connectivity for uploading content to the sign is installed, City staff is trained on operations and basic troubleshooting of the LED sign.
- F. Total Completion Time: Not to exceed ninety (90) days from the date of the Notice to Proceed.

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.

References & Photographs

All bidders must include with Form 7.8 photographs of previously installed LED signs of similar size and scope as specified in Section 3 for each reference.

ELIGIBILITY OF BIDDER:

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.

WARRANTY:

The Contractor will provide a minimum 5-year warranty for the LED sign and components. In addition, The Contractor will provide all warranties within the specifications and a warranty for materials, labor 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 Cost/Fee 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 – BIDDER’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 Bidders, 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 Bidders 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 _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

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

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

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

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

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

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 _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 7.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT BID FORM:

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

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

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

NAME OF FIRM: _____

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

PRINTED SIGNATURE: _____

TITLE: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE: _____ FAX: _____

COMPLETION TIME: _____

F.E.I.N. NUMBER: _____

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

NO BID (REASON): _____

This document must be completed and returned with your Submittal

FORM 7.7 – STATEMENT OF 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? YES ☐ NO ☐
- 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 _____ and who:

[Notary: Please select one]

☐ Is personally known to me; or

☐ Has produced _____ as identification.

Notary Public, State of: _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 7.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

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. 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. Bidder 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 BusinessAnd 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 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

FORM 7.12 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 ITB 21-16 CITY CENTER ENTRANCE LED SIGN BOARD 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 encouraged to provide "Attachment 1" in Excel format in electronic format, preferably thumb drive.				
NAME OF BUSINESS:				
CONTACT PERSON:				
EMAIL ADDRESS:				
AUTHORIZED SIGNATURE:				
ALL UNIT PRICING IN ACCORDANCE WITH SECTION 3 SCOPE OF WORK				
ITEM #	DESCRIPTION	UNIT	QTY	UNIT COST
1	Existing 16 color RGB LED sign removal	EA	1	\$0.00
2	Install new full color LED sign with a pixel pitch of 10mm and a size of 80" x 240".	EA	1	\$0.00
3	Remove existing neon lighting from letters 'City of Port Orange' and Replace with new 6500K white LED lighting.	EA	1	\$0.00
4	Remove existing plastic logo face of City Seal and Replace with new Plastic logo face of City Seal in second surface vinyl.	EA	1	\$0.00
5	Monument site restoration	EA	1	\$0.00
			Toal Base Bid	\$0.00
Number of calendar days to complete project upon receipt of Notice to Proceed:		DAYS _____		
Contractor will warranty new LED sign beyond required 5 year warranty for:		YEARS _____		
Contractor will warranty all workmanship, materials and labor beyond required 1 year warranty for:		DAYS _____ MONTHS _____ YEARS _____		

This document must be completed and returned with your Submittal

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: _____

City Manager
(386) 506-5501

Amount: \$ _____

City Case/Project No. ITB 21-16 City Center Entrance LED Sign Board

Description of Work: ITB 21-16 City Center Entrance LED Sign Board

Project Location: Southwest Intersection of Dunlawton Avenue and City Center Parkway,
City of Port Orange, Volusia County, Florida

Legal Description: Portions of Parcel ID: 6317-30-00-0010
See Attached **Exhibit "A"**

Front Page

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

City Center Electronic Sign Board
Southwest corner at intersection of Dunlawton Avenue and
City Center Parkway, Port Orange, Florida 32129

A Portion of Parcel ID:
6317-30-00-0010

Legal Description:

CITY CENTER SIGN EASEMENT, A PORTION OF PARCEL ID: 6317-30-0010:
ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE, LYING AND BEING A
PORTION OF PARCEL D, AZALEA POINTE, ACCORDING TO THE PLAT THEREOF, AS
RECORDED IN PLAT BOOK 44, PAGE 28 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY,
FLORIDA. SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;
BEGINNING AT THE EASTERNMOST CORNER OF SAID PARCEL D;
THENCE, BEARING SOUTH 55°01'43" WEST, ALONG THE NORTH LINE OF DUNLAWTON
AVENUE A DISTANCE OF 70.00 FEET;
THENCE, BEARING NORTH 33°58'17" WEST, A DISTANCE OF 60.00 FEET;
THENCE, BEARING NORTH 56°01'43" EAST, A DISTANCE OF 70.00 FEET TO A POINT ON THE
WESTERLY RIGHT OF WAY LINE OF CITY CENTER PARKWAY;

THENCE, BEARING SOUTH 33°58'17" EAST, ALONG SAID WESTERLY LINE OF
CITY CENTER PARKWAY, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PREMISES CONTAIN AN AREA OF 4,200 SQUARE FEET OR
0.10 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS, CONDITIONS AND
RESTRICTIONS AS CONTAINED WITHIN THE CHAIN OF TITLE.

EXHIBIT "A"

ITB 21-16 City Center Entrance LED Sign Board

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 City Center Entrance LED Sign Board, 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 _____, 20__.

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 _____, 20____, 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 the replacement of City Center Entrance Electronic Sign Board, located at the Southwest corner at the Intersection of Dunlawton Avenue and City Center Parkway, and as more specifically described in Intent to BID 21-16 ("ITB 21-16"). This Contract together with ITB 21-16, Drawings, 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, Drawings, and Addenda of ITB 21-16 and the Bid Tabulation as submitted by Contractor in Contractor's Proposal are attached hereto as Exhibit "1." A complete copy of ITB 21-16 is 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 commence on the date this Contract is signed by the Parties. The work shall be substantially completed within sixty (60) days from the issuance of a Notice to Proceed, and an additional thirty (30) days for final completion (the "Term").

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

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

Authorization for Services: This Contract standing alone does not authorize the purchase of any goods or services or require the City to place any orders for goods or service. Authorization for the purchase of goods or services from Contractor under this Contract shall be upon issuance of a Notice to Proceed and a written Purchase Order issued 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 Contractor at the prices set forth in Exhibit "1" attached hereto, subject to a limit up to but not to exceed ____/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 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 Information Technology Manager, James Hicks, 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 Exhibit Form. 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 (Exhibit A).	<table><tr><td><u>Contract Amount</u></td><td><u>Limits</u></td></tr><tr><td>Up to \$10 million</td><td>Statutory/\$500,000</td></tr><tr><td>\$10 - \$20 million</td><td>Statutory/\$1,000,000</td></tr><tr><td colspan="2">Contracts over \$20 million To Be Determined by the City.</td></tr></table>	<u>Contract Amount</u>	<u>Limits</u>	Up to \$10 million	Statutory/\$500,000	\$10 - \$20 million	Statutory/\$1,000,000	Contracts over \$20 million To Be Determined by the City.		☐ If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐ If vessels involved, Jones Act coverage with limits of \$500,000 required.
<u>Contract Amount</u>	<u>Limits</u>										
Up to \$10 million	Statutory/\$500,000										
\$10 - \$20 million	Statutory/\$1,000,000										
Contracts over \$20 million To Be Determined by the City.											
☒	Comprehensive General Liability (including Completed Operations and Contractual Liability	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$1,000,000 occurrence \$1,000,000 aggregate	☐ When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.								

☒	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles.	Limits: 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>	
☒	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.		

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: James Hicks, Information Technology Manager
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5545

Contractor: _____
Attention: _____, President

() - Telephone
() - Facsimile
_____ @ _____ - E-Mail

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]

Witnesses:

Printed Name: _____

By: _____

_____, 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: _____

Date: _____

STATE OF _____

COUNTY OF _____

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

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Donald O. Burnette, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this ____ day of _____, 20__, 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 _____, 20__, by Robin L. Fenwick, as City Clerk 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:



End of Solicitation Documents

CITY OF PORT ORANGE, FLORIDA

INVITATION TO BID

CITY CENTER ENTRANCE LED SIGN BOARD

ITB #21-16



City of Port Orange Purchasing Division

Prepared by: Joseph Castro, Buyer

Release Date: July 20, 2021

Bid Due Date & Time: August 24, 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 #21-16

CITY CENTER ENTRANCE LED SIGN BOARD

Notice is hereby given that the City of Port Orange is soliciting bids for ITB #21-16 CITY CENTER ENTRANCE LED SIGN BOARD. 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 August 24, 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 and Site Visit for the project at 10:00 A.M. (local time) on **August 3, 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 to obtain sign refurbishment 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.

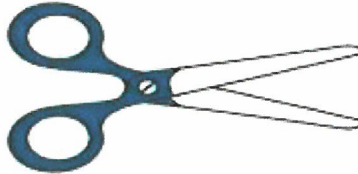
All Bids are solicited and shall be made pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2.267, and all Bids will be evaluated in accordance with the provisions of Section 2.266. Code of Ordinances, City of Port Orange is on file in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida 32129, and at www.municode.com. Local Bidders 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 #21-16 CITY CENTER ENTRANCE LED SIGN BOARD"** in the subject line. Last day for questions will be, **August 10, 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. ITB #21-16

BID TITLE: CITY CENTER ENTRANCE LED SIGN BOARD

DUE DATE/TIME: August 24, 2021 at 2:30 P.M.

SUBMITTED BY: Don Bell Signs, LLC
(Name of Company)

ADDRESS: 365 Oak Place
Port Orange, FL 32127

DELIVER TO: City of Port Orange
Attn: Joseph Castro, Buyer
Finance Department
1000 City Center Circle
Port Orange, Florida 32129

DATE/TIME RECEIVED: _____
(To be stamped by Clerk's Office)

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SECTION 1 – PURPOSE AND OVERVIEW

The purpose for this Invitation to Bid (ITB) is to solicit competitive sealed bids from Firms or Companies (Bidders) for refurbishing the existing monument sign at the intersection of Dunlawton Ave. and City Center Parkway in Port Orange, FL 32129.

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..... July 20, 2021
Non-Mandatory Pre-Bid Conference and Site Visit..... August 3, 2021 at 10:00 A.M.
Deadline for Questions.....August 10, 2021 by 5:00P.M.
Final Addendum PostingAugust 17, 2021 by 5:00 P.M.
Bids Due..... August 24, 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 Bidder
- d) Address of Bidder

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 and Site Visit 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 #21-16 CITY CENTER ENTRANCE LED SIGN BOARD” 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.

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 their 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 Bidder must indicate those exceptions as stated on the Bidder's Acknowledgement Form.

BID SUBMISSION AND WITHDRAWAL:

Unless otherwise specified, Bidder 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 Bidders. 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 Bidder 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.

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SECTION 3 - SCOPE OF WORK

Scope of Work

Renovating the existing monument sign, located across from the Dorothy Hukill City Center Annex. Annex address is 1305 Dunlawton Ave. Port Orange, FL 32129. The Contractor will furnish all software, labor, equipment, tools, services, and incidentals to complete all work required by these specifications as follows:

Specifications

1. Remove the existing 16 color RGB LED sign.
2. Replace with new full color LED sign with a pixel pitch of 10mm and a size of 80" x 240".
 - a. Sign must be able to display uploaded images sourced from non-proprietary file formats such as .PNG, .JPG, etc.
 - b. If sign can display full motion video files, specify which file formats are supported.
 - c. Sign must be able to use cellular technology such as a SIM card provided by mobile carriers in order to be updated remotely using a PC and a web browser or application. Specify which mobile providers are compatible with sign.
3. Remove existing neon lighting from letters 'City of Port Orange'.
4. Replace with new 6500K white LED lighting.
5. Remove existing plastic logo face of City Seal.
6. Replace with new Plastic logo face of City Seal in second surface vinyl.
7. The Contractor is responsible for training City staff on sign operations and basic troubleshooting.
8. The Contractor will restore the monument sign site to a condition of equal to, or better than, the condition prior to start of the project. This includes all sod and planted materials.
9. The contractor will provide City staff sign board manual(s) to City staff.

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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”.)

[Remainder of this page left intentionally blank]

SECTION 5 – GENERAL TERMS AND CONDITIONS

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

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

1. ACCEPTANCE BY CITY

The City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by Bidder. 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/bids.aspx

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 Bidder 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 Bidder.

5. **APPLICABLE LAWS**

In connection with the furnishing of supplies or performance of work under the Contract, the Bidder 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 Bidder 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 department's 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 Bidders; 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/she 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 Bidder 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 Bidder 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 days 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/her 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. 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. The solicitation process shall end upon issuance of the written Notice of Intended Action containing the recommendation of award to the 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 noticed 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 Bidders must disclose if any City of Port Orange employee is also an owner, corporate officer, or employee of Bidder'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 Bidder. 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 Contractor. Any price escalations are limited to those stated by the Contractor on the original response.

25. COOPERATIVE PURCHASING

The City Manager may elect to purchase through or join with other governmental units in cooperative purchasing ventures when the best interest of the City would be served thereby, provided the same is in accordance with all applicable laws. In the event the City Manager should elect to purchase through or join with other governmental agencies in cooperative purchasing ventures, all purchases in excess of twenty-five thousand dollars (\$25,000) shall require City Council approval before the purchasing contracts are entered into. (Code 1981, § 8-33, Ord. 1997-22, § 5. 5-6-1997; Ord. No. 2004-15, § 4, 7-20-2004)

26. COPYRIGHT AND PATENT RIGHTS

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 Bidder 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.

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 Bidder 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 employees hired on or after January 1, 2021 by the Bidder 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, he/she should 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 Bidder 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 Bidder 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 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 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 Bidders 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 Bidder, or where a Bidder answers questions. In other words, neither Bidders, 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 Bidders, 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 DISTRUBUTION**

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.

[Remainder of page left intentionally blank]

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:

Sixty (60) days from notice to proceed for substantial completion and an additional thirty (30) days for final completion, not to exceed a total of 90 days for the term of the contract.

TIME-LINE:

- A. Notice of Award: after bid opening and complete review of submitted bid information.
- B. Notice to Proceed: TBD by the using department.
- C. Start Date and Time: after Pre-construction Meeting.
- D. Substantial Completion Time: Not to exceed one sixty (60) days from the date of the Notice to Proceed. Original LED sign is removed, new LED sign is installed, electrical components are connected, and LED sign power is on.
- E. Final Completion Time: Thirty (30) days from substantial completion time. LED sign is fully functional, software and connectivity for uploading content to the sign is installed, City staff is trained on operations and basic troubleshooting of the LED sign.
- F. Total Completion Time: Not to exceed ninety (90) days from the date of the Notice to Proceed.

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.

References & Photographs

All bidders must include with Form 7.8 photographs of previously installed LED signs of similar size and scope as specified in Section 3 for each reference.

ELIGIBILITY OF BIDDER:

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.

WARRANTY:

The Contractor will provide a minimum 5-year warranty for the LED sign and components. In addition, The Contractor will provide all warranties within the specifications and a warranty for materials, labor 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.

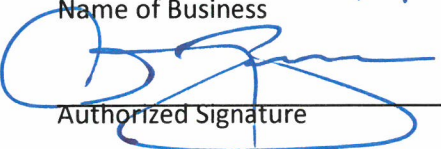
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SECTION 7 – REQUIRED FORMS

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 Cost/Fee 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: Don Bell Signs, LLC
Name of Business


Authorized Signature

8/10/21
Date

This document must be completed and returned with your Submittal

FORM 7.2 – BIDDER'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):

Don Bell Signs, LLC

NAME OF BUSINESS

365 Oak Place

MAILING ADDRESS

Port Orange FL 32127

CITY, STATE & ZIP CODE

386-788-8084

TELEPHONE NUMBER / FAX NUMBER

rhatcher@donbellsigns.com

E-MAIL ADDRESS

[Signature]

AUTHORIZED SIGNATURE

GARY BEN President

NAME, TITLE, TYPED

59-376-1150

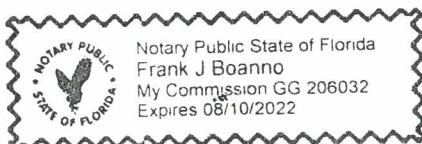
FEDERAL IDENTIFICATION #

STATE OF FL COUNTY OF Volusia

The foregoing instrument was acknowledged before me this day of August, 2021 by

GARY BEN, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires:



[Signature]
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 Bidders, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation to Bid.

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

Addendum # 1 Date: 8/17/21 Addendum # _____ Date: _____

Addendum # 2 Date: 8/24/21 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."

STATE OF FLORIDA
COUNTY OF VOLUNSLA

DON BELL SIGNS, LLC

Name of Business

By: [Signature]

Printed Name: GARY BELL

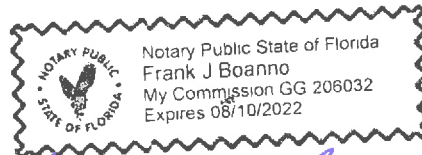
Title: President

Sworn to (or affirmed) and subscribed before me this 31 day of Aug, 2021, by
GARY BELL (NAME), as PRESIDENT (TITLE) of
DON BELL SIGNS (NAME OF ORGANIZATION) and who:

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.



Frank J. Boanno

Notary Public, State of FL

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 Bidders 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.

Don Bell Signs, LLC
Name of Business
By: [Signature]
Printed Name: GARY BELL
Title: President

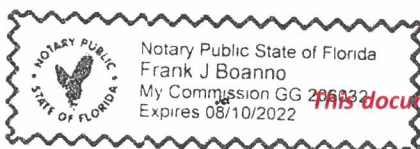
STATE OF Florida
COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me this 17 day of AUGUST, 2021, by
GARY BELL, as PRESIDENT of
Don Bell Signs LLC and who:
(NAME) (TITLE) (NAME OF ORGANIZATION)

[Notary: Please select one]

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

Frank J. Boanno
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:



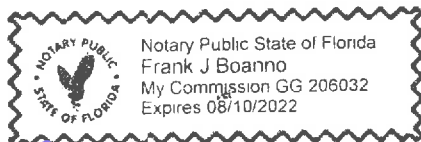
This document must be completed and returned with your Submittal

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

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

Before me, the undersigned Authority, personally appeared affiant GARY D. BELL, who, being by me first duly sworn, made the following statement:

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



STATE OF Florida
COUNTY OF VALUCLIA

DON BELL SIGNS, LLC
Name of Business
By: _____
Printed Name: GARY D. BELL
Title: PRESIDENT

Sworn to (or affirmed) and subscribed before me this 21 day of August, 2021 by GARY D. BELL, as PRESIDENT of DON BELL SIGNS LLC and who:

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

Frank J Boanno
Notary Public, State of FLORIDA

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 7.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT BID FORM:

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

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

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

NAME OF FIRM: Don Bell Signs LLC

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

PRINTED SIGNATURE: [Signature]

TITLE: President

ADDRESS: 365 Oak Place

CITY: Port orange STATE: FL ZIP CODE: 32127

TELEPHONE: _____ FAX: _____

COMPLETION TIME: _____

F.E.I.N. NUMBER: 59-376-1150

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.

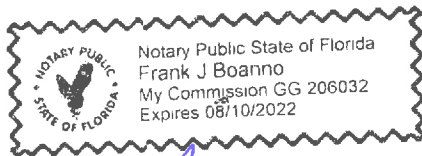
NO BID (REASON): _____

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. \$ DON BELL SIGNS, LLC
- B. Permanent main office address. 365 OK PLACE PORT ORANGE, FL 32127
- C. Date organized. 12/11/2001
- D. If a corporation, where incorporated. PORT ORANGE, FL
- E. How many years have you been engaged in the contracting business under your present firm or trade name? 20
- 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. 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. BROOKS REHABILITATION 1,000,000 +
- K. List your major equipment currently owned or leased. ATTACHED
- L. Experience in work similar to this type of project. MULTIPLE CITIES
- M. Background and experience of the principal members of your organization, including the officers.
- N. Credit currently available: \$ 600,000
- O. Give bank reference: CENTER STATE BANK ERIC WISEMAN 610 217 1658
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? YES ☒ NO ☐
- 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. _____



DON BELL SIGNS, LLC

Name of Business

By: [Signature]

Printed Name: GARY BELL

Title: PRESIDENT

STATE OF: FL

COUNTY OF: Volusia

Sworn to (or affirmed) and subscribed before me this 31 day of AUGUST, 2021, by GARY BELL and who:

[Notary: Please select one]

☒ Is personally known to me; or

☐ Has produced _____ as identification.

[Signature: Frank J. Boanno]

Notary Public, State of: FLORIDA

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

Don Bell Signs, LLC Works in Progress as of 8.31.21

Job#	Contract
1700663 - CITY OF LAKE WORTH BEACH	\$ 509,854.00
1800151 - BONNET CREEK RESORT	\$ 831,927.00
1800282 - ERAU*	\$ 2,175.00
1800474 - SCCU	\$ 2,953.00
1900045 - RIALTO THEATRE / LEDS	\$ 58,577.02
1900238 - THE SAVOY	\$ 37,288.00
1900420 - PARKWAY VILLAGE at ST. JOHNS	\$ 61,807.00
1900422 - BROOKS REHAB	\$ 380,393.00
1900430 - DEFY / Airsports / Daytona Beach	\$ 5,687.00
1900444 - BEACHWALK	\$ 8,500.00
1900479 - ASCENSION - SOUTHSIDE	\$ 113,056.80
1900563 - SHELL WORLD	\$ 28,400.00
1900587 - LOWELL & NANCY LOHMAN PLANETARIUM	\$ 27,459.00
1900713 - SUNRISE CITY PLAZA	\$ 70,224.82
1900721 - FOUNDATION RISK PARTNERS	\$ 485.00
1900788 - WESH-TV2*	\$ 18,040.63
2000065 - ONE DAYTONA	\$ 65,291.00
2000103 - SCCU	\$ 16,865.00
2000133 - THE FOOD FACTORY at OVIEDO ON THE PARK	\$ 24,200.00
2000268 - CITY OF PORT ST. LUCIE	\$ 290,941.45
2000273 - CAN Community Health	\$ 23,883.00
2000372 - SAND MINE PLAZA	\$ 62,802.00
2000553 - COOKES @ RAGLAN ROAD	\$ 113,247.00
2000561 - PARKWAY PLACE / Phase 2	\$ 21,275.00
2000588 - RIVERFRONT ESPLANADE	\$ 161,800.00
2000591 - BRIGGS EQUIPMENT*	\$ 68,826.00
2000618 - POSNER VILLAGE / Phase 2	\$ 158,862.00
2000620 - TRAVELODGE	\$ 12,420.00
2000643 - THE ATLANTIC	\$ 12,120.00
2000657 - COLONIAL SHOPPES at BEAR LAKE	\$ 50,994.00
2000658 - PASCO COUNTY FIRE STATION #17	\$ 16,838.00
2000664 - NIC STUDIOS	\$ 4,822.00
2000681 - TAYLOR FARMS / WATERMARK	\$ 22,961.00
2000692 - PASCO COUNTY FIRE STATION NO. 9	\$ 25,573.00
2000716 - ADVENT HEALTH*	\$ 90,480.00
2100003 - MOOG	\$ 11,620.00
2100057 - GRAND CYPRESS BILLBOARD	\$ 45,593.00
2100059 - WYNDHAM OCEAN RESORT	\$ 7,345.00
2100060 - TOWN of SURFSIDE COMMUNITY CENTER	\$ 24,274.00
2100062 - SHORES BBQ -aka- 109 DUNLAWTON	\$ 17,082.75
2100070 - DELTONA SMILES DENTISTRY	\$ 17,400.00
2100086 - EXPRESS CARE	\$ 48,368.00

2100106 - CAMPING WORLD STADIUM	\$ 508,166.00
2100107 - Legacy Trail	\$ 160,359.65
2100113 - LAKE NONA PERFORMANCE CLUB	\$ 12,058.00
2100117 - RIVERPLACE ONE HUNDRED	\$ 9,246.00
2100119 - HORIZON WEST LOGISTICS PARK	\$ 25,225.00
2100124 - BROOKS REHAB	\$ 19,292.00
2100138 - FLORIDA PUBLIC SAFETY INSTITUTE	\$ 14,371.83
2100150 - BELMONT TOWNHOMES	\$ 8,472.00
2100174 - BARRE3	\$ 5,500.00
2100175 - MELLOW MUSHROOM	\$ 14,161.00
2100182 - MIDWAY MEDICAL CENTER	\$ 13,687.00
2100188 - SUNSCAPE DAYTONA BEACH	\$ 17,250.00
2100194 - URBAN BLU / Tenant signage	\$ 46,917.00
2100199 - TOWNES AT BELMONT	\$ 16,200.00
2100211 - DOMINIC'S DELI	\$ 4,761.00
2100216 - OSCEOLA COUNTY COURTHOUSE	\$ 8,998.00
2100221 - CELEBRATION ISLAND	\$ 2,920.00
2100230 - SCCU / LPGA	\$ 17,902.00
2100233 - TOWN OF JUPITER	\$ 14,200.00
2100242 - DISNEY HOLLYWOOD STUDIOS	\$ 59,984.00
2100266 - VILLAGE MARKETPLACE	\$ 4,137.00
2100267 - STARBUCKS at PARTIN SETTLEMENT	\$ 35,160.00
2100281 - GEICO	\$ 9,309.30
2100284 - SANDY RIDGE REHABILITATION CENTER*	\$ 3,634.00
2100288 - BROWN & BROWN	\$ 10,270.00
2100292 - JCB	\$ 12,380.00
2100298 - QUIET FLIGHT SURF SHOP	\$ 2,600.00
2100306 - PHILLIPS RANCH*	\$ 5,170.00
2100307 - BISCAYNE ROOFING	\$ 6,950.00
2100319 - TUFFY TIRE & AUTO SERVICE	\$ 5,060.00
2100328 - ST. PETER CATHOLIC SCHOOL	\$ 21,211.00
2100332 - CATAMARAN BOAT YARD	\$ 16,048.65
2100340 - NEWS JOURNAL CENTER	\$ 108,864.00
2100341 - PERSONAL MINI STORAGE	\$ 2,734.00
2100354 - ORLANDO STAR FLYER	\$ 4,050.00
2100360 - METRO HEALTH OF CONWAY	\$ 1,540.00
2100365 - SUNBRIDGE Neighborhood Signs	\$ 9,980.00
2100367 - THE BOARDWALK AT TRADITION	\$ 40,000.00
2100371 - FHCP	\$ 3,338.00
2100377 - RV-BOAT SALES & SERVICE*	\$ 39,000.00
2100388 - TILDEN PLACE	\$ 4,886.00
2100391 - SOUTHERN EQUIPMENT MOWER SALES	\$ 3,990.00
2100400 - RUKUS CYCLING STUDIOS	\$ 6,250.00
2100410 - WYNDHAM OCEAN RESORT	\$ 4,036.00
2100413 - NEW SMYRNA COMMISSION CHAMBER*	\$ 2,877.00
2100415 - OLD TOWN SLINGSHOT	\$ 2,657.00
2100420 - NEWBERRY & WESTBURY	\$ 52,424.00

2100424 - PINEAPPLE POINT RESTAURANT	\$ 8,422.00
2100429 - STILLHOUSE / DIS	\$ 30,081.00
2100432 - CITY OF WILDWOOD TRAILWINDS MONUMENT SIGN	\$ 153,643.00
2100436 - SPRUCE CREEK HIGH SCHOOL	\$ 4,114.70
2100443 - Pompano Trail / (Legacy Trails)	\$ 58,090.35
2100445 - DARLINGTON RACEWAY	\$ 11,520.00
2100447 - Legacy Trail Alum Signs*	\$ 7,900.00
2100450 - EASTERN FLORIDA STATE COLLEGE-MELB	\$ 6,615.00
2100459 - SONAPA GRILLE	\$ 3,981.00
2100460 - SONAPA GRILLE	\$ 25,586.00
2100462 - PIRATE'S ISLAND ADVENTURE GOLF	\$ 17,660.00
2100469 - SCCU	\$ 230.00
2100479 - FIREHOUSE SUBS	\$ 5,235.00
2100481 - DIS / Event Support	\$ 1,680.00
2100482 - CLERMONT FAMILY DENTISTRY	\$ 8,770.00
2100483 - STEAKHOUSE 71 MAIN MARQUEE	\$ 24,126.00
2100488 - WYNDHAM OCEAN RESORT	\$ 340.00
2100490 - OSCEOLA HERITAGE PARK/SILVER SPURS ARENA*	\$ 4,990.00
2100495 - SUNSET COVE	\$ 22,364.00
2100500 - MAIN ST. CINEMA	\$ 8,781.00
2100506 - FULL SAIL UNIVERSITY WAYFINDING	\$ 3,732.00
2100520 - Hard Rock Jags Stadium	\$ 37,648.00

Total

\$ 5,416,445.95

Cc: Poolman, Jill <jpoolman@port-orange.org>

Subject: [EXT] RE: URGENT: ITB 21-16 City Center Entrance LED Sign Board - New required forms request

Yes Joseph please just a couple of questions, form 7.7 (F) we currently have +/- 45 projects in house that are underway ranging from \$ \$900 to \$500,000. Do you want a schedule of each project? I have a list of about 10 projects that we used on a similar question for a bid. For 7.7 (M) I will attach resume's of our contractor and principal officers. Thanks for your patience

Sincerely,
Ron Hatcher
Corporate Accounts Representative



www.DonBellsigns.com

365 Oak Place, Port Orange, FL 32127

Phone: [800-824-0080](tel:800-824-0080) Ext 329

Direct: 386-763-4756

Fax: 386-763-4762

Email: rhatcher@donbellsigns.com

[Click here to see what we do!](#)





Click here to see what we do!

From: Ron Hatcher <rhatcher@donbellsigns.com>
Sent: Tuesday, August 31, 2021 1:08 PM
To: Kate Bell <kbell@donbellsigns.com>; Gary Bell <gbell@donbellsigns.com>
Subject: City of PO

Ron

Yes, please schedule each and all contracts on hand on your list.

Thank you

Joseph Castro
Buyer
City of Port Orange
Finance Department
1000 City Center Circle
Port Orange, FL 32129
386-506-5717 Phone
386-506-5711 Fax
jcastro@port-orange.org
www.port-orange.org



From: Ron Hatcher <rhatcher@donbellsigns.com>
Sent: Tuesday, August 31, 2021 11:12 AM
To: Castro, Joseph <jcastro@port-orange.org>



From: Gary Bell <gbell@donbellsigns.com>
Sent: Tuesday, August 31, 2021 1:43 PM
To: Ron Hatcher <rhatcher@donbellsigns.com>; Castro, Joseph <jcastro@port-orange.org>
Cc: Kate Bell <kbell@donbellsigns.com>
Subject: [EXT] RE: City of PO

Joe,

Good morning.

For line item F, this could take days to complete a list of active jobs we have in our system. We have about 100 pending projects on hand ranging from just sold to 99% completed. To type up each job and list what percentage of completion seems to me not necessary for an LED message center project of this size. There's so many variables when it comes to work in process. For instance, we have a City of Lake worth and City of Port St. Lucie wayfinding signs over a 3 year contract that will show our contract high but when it come down to it we are 90% completed.

Here is a list of our contractual jobs, is this acceptable?

Our projected completion timeline for the City of PO project would be 60 days from permit in hand.

Thanks

Gary Bell
President
Don Bell Signs
386-788-8084



Gary Bell
President
Don Bell Signs
386-788-8084



Click here to see what we do!

From: Castro, Joseph <jcastro@port-orange.org>
Sent: Tuesday, August 31, 2021 1:47 PM
To: Gary Bell <gbell@donbellsigns.com>
Subject: RE: [EXT] RE: City of PO

Good afternoon Gary

Would your listed projects be completed by December 31, 2021?

Thanks

Joseph Castro
Buyer
City of Port Orange
Finance Department
1000 City Center Circle
Port Orange, FL 32129
386-506-5717 Phone
386-506-5711 Fax
jcastro@port-orange.org
www.port-orange.org

To: Gary Bell <gbell@donbellsigns.com>
Subject: RE: [EXT] RE: City of PO

Gary

The City is asking for what is currently on the books, not future projects.

Please indicate on the list contracts on hand that would end by December 31, 2021.

Thank you

Joseph Castro
Buyer

City of Port Orange
Finance Department
1000 City Center Circle
Port Orange, FL 32129
386-506-5717 Phone
386-506-5711 Fax

jcastro@port-orange.org
www.port-orange.org



From: Gary Bell <gbell@donbellsigns.com>
Sent: Tuesday, August 31, 2021 1:55 PM
To: Castro, Joseph <jcastro@port-orange.org>
Subject: RE: [EXT] RE: City of PO

Some Yes, some no. And of course we will get many more projects from now until December 31st.

Please feel free to come look at our facility here in Port Orange to see what we have on hand, how we construct our Message centers and signage, etc. We can more than handle this amount of work we have on hand.
We can run 1.5M worth of work thru our shop in a single month

Gary Bell

From: Gary Bell
Sent: Tuesday, August 31, 2021 2:25 PM
To: Castro, Joseph
Cc: Ron Hatcher
Subject: RE: [EXT] RE: City of PO
Attachments: Equipment List 2021.pdf

All on that sheet I supplied will be completed by December 31st except for:

1. City of Port St. Lucie which would be phase 3 built in 2022 sometime. Phases 1 and 2 are completed and no work is being fabricated for the remaining 2021.
2. City of Lake Worth – 90% has been completed from 2019 – 2021, remaining 10% of the contract will commence in 2022.
3. The Food Factory – this project was just contracted but delay in construction on the GC's end has this project starting in January 2022 for our shop.

Let me know if you need anything else?

Here's a list of our equipment if Ron didn't send to you already.



Gary Bell
President
Don Bell Signs
386-788-8084



[Click here to see what we do!](#)

From: Castro, Joseph <jcastro@port-orange.org>
Sent: Tuesday, August 31, 2021 2:03 PM

Don Bell Signs, LLC

Equipment Description	Short Name	Balance Owed
23 INTL CRANE TRUCK 05	23 INTL CRANE 05	
26-00 STERLING NATL BOOM DUMP	26 NATL BOOM	
31-2005 CHEVY FLATBED	31 FLAT BED	
LARGE CAT DP40K FORKLIFT	LCATERPILLAR DP4 FLIFT	
64- 2011 FORD WILKIE F750	64 FORD WILKIE F750	
68 95 DUMP TRAILER-IS42JN	95 DUMP TRAILER	
2015 DTE 20' TRAILER-Y26MNG	DTE	
70-2014 FRGHT ALTEC LS63-CHUCK	70 FRGHT ALTEC	
2014 DODGE RAM	DODGE	
2014 FORD F150	2014 FORD F150	
72-2015 FRLNR ELLIOTT MODEL G85R - JOHN F	72 ELLIOTT G85R	\$ 56,363.00
2013 FORD F150	2013 FORD F150	
2016 RAM 5500-44-DAVID	2016 RAM 44	
2016 RAM 5500-45-DANNY	2016 RAM 45	
2018 FORD F250-RICHARD	2018 FORD F250	\$ 15,151.00
2015 CHEVY 1500 - PERMITTING	2015 CHEVY 1500	
2014 ALL PRO TRAILER 7X20	2014 ALLPRO TRAILER	
71 - 2015 INTL ALTEC - CHARLIE	2015 INTL ALTEC	
73 - 2019 FORD F350	73 - 2019 FORD F350	\$ 48,501.00
2018 CATERPILLAR TL642D FORKLIFT	2018 Cat fork	
2000 Trailer-IBRD80	2000 Trailer	
2000 Trailer-IBRD81	2000 Trailer	
2015 Trailer-HUAM97	2015 Trailer	
2015 Lark Trailer-GJEJ17	2015 Lark Trailer	
2019 HHTL Trailer-LVLM32	2019 HHTL Trailer	
Channel Letter Machine	Channel Letter Machine	\$ 19,246.00
Letter Lock	Letter Lock	
CNC Router	CNC Router	
Laser/Cutter Engraver Machine	Laser	
	Total Balance Owed on	
	Equipment	\$ 139,261.00

Gary Bell, Jr.

1-800-824-0080/386-788-8084

gbell@donbellsigns.com

Experience

- Since 2005, Mr. Bell has been an employee of Don Bell Signs. Currently, he is the President of the Company and is on the Board of Directors. He began his career with Don Bell Signs as a Marketing Intern in 2003 and then graduated from the University of South Carolina with a bachelors degree in Sports & Business Management. In 2005, he joined the company working in the shop as a technician and then later in the year working in Purchasing department. In 2006, he became an Estimator for the company and began selling signs. In 2007, he was promoted to Vice President of Service and Electronic Sales. Then in 2009, promoted to Vice President of Operations.

Certifications

- Daytona Beach Community College (General Studies) 1998-2000
- Junior Baseball Player of the Year 2000
- University of South Carolina
Majored in Sports & Business Management 2000-2004
- Intern at Don Bell Signs 2003
- Intern at International Speedway Corporation 2004
- Drafted by New York Yankees (10th round) 2002
- Played professional baseball 2002-2005



Cecil Jesse Ward, Jr.

1-800-824-0080/386-788-8084

cward@donbellsigns.com

Experience

- Since 1990, Mr. Ward has been an employee of Don Bell Signs. Currently, he is a Vice President and Qualifying Agent of the company. He began his career with Don Bell Signs as an Electronics Technician and then worked as a Service Technician the following year. He was promoted to Service Manager in 1992. In 1997, he was promoted to Operations Manager and kept that position until 2001. In 1994, he became the Primary Electrical Signage Qualifying Agent for the company.

Certifications

- Daytona Beach Community College (General Studies) 1980-1981
- International Brotherhood of Electrical Workers/Apprenticeship Program 1981-1985
- Journeyman Electrician 1986-1990
- State of Florida Licensed Electrical Specialty Contractor 1994-Current
- Don Bell Signs Board of Directors Member 2006-2010
- State of Nevada Licensed Electrical Specialty Contractor 1996-Current
- Numerous Accredited Course Completions with Electrical Industry



Richard Wiseman

1-800-824-0080/386-788-8084

rwiseman@donbellsigns.com

RICHARD WISEMAN

Senior Technician

Richard Wiseman brings twenty-two years of combined electrical and technical and digital knowledge that enhance his value as one of Don Bell Signs' Senior Electronics Technician and over 15 years as our Electronics Manager. **Richard Wiseman** has worked on every type of Electronic Message Center System venues all over the nation. **Richard Wiseman** has excellent communication skills, which allow him to interface superbly with General and Electrical contractors while installing large projects. **Richard** depth of experience provides Don Bell's clients with a true team player who understands the importance of every aspect of a project.

Don Bell Signs has erected many large incandescent/LED scoring towers from the ground up for many NASCAR tracks around the country. To this day the superspeedways, in confidence, use **Richard Wiseman** for race support during large NASCAR events. **Richard Wiseman** has been and always will be there for the customer, he is a huge reason why Don Bell Signs has been a huge success in the large format electronic message center displays and the reputation for great customer service after the sale. **Richard Wiseman** works closely with sales, production and engineering to recommend ideas to make the project work smoothly as possible. **Richard Wiseman's** impressive list of credits include the LED Scoring Tower at the Daytona International Speedway, the LED Scoring Tower at the Michigan International Speedway, and the LED Scoring Towers at Atlanta Motor Speedway, Las Vegas Motor Speedway, Bristol Motor Speedway, Lowe's Motor Speedway, Homestead Motor Speedway, Chicagoland Motor Speedway, Kansas Motor Speedway, Talladega Motor Speedway, Dover Downs Speedway, Phoenix Motor Speedway, and approximately 500 Electronic Message Centers nationwide over the last 2 decades. **Richard Wiseman** has and always will be a huge proponent of the success of Don Bell Signs.



Ron Hatcher

1-800-824-0080/386-788-8084

rhatcher@donbellsigns.com

Experience

- Since 1999, Mr. Hatcher has been an employee of Don Bell Signs. Currently, he is an Account Executive for national tier customers. He began his career with Don Bell Signs as a sales representative. Currently, he has a full time project manager assigned to him to handle all his national accounts.

Certifications

- | | |
|--|-----------|
| • Holiday Inn National Sign Conversion Project Manager | 2008-2009 |
| • Sign Sales Administration | 1995-1999 |
| • Sign Fabrication and Electrical | 1990-1995 |
| • Carpet Contractors Owner/Operator | 1984-1995 |
| • Mainland High School | 1973 |





EMBRY-RIDDLE Aeronautical University



ERAU
Center



FORM 7.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

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. 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: CITY OF DELTONA
Contact Person: KATE DUFFY
City, State: DELTONA, FL
Telephone Number: 386 878 8570
Email Address: KDUFFY@DELTONAFL.GOV
Description of goods or
Services provided: 8MM 72 X 256 MATRIX LED AND MAIN ID SIGN
Contract Amount: \$ 73,923.00
Start/End Date of Contract: 11/5/2018 - 2/21/2019
2. Company Name: ERAU ICI CENTER
Contact Person: KEVIN KREIDE
City, State: DAYTONA BEACH, FL
Telephone Number: 386 226 6251
Email Address: KREIDEK@ERAU.EDU
Description of goods or
Services provided: 8MM 240 X 360 MATRIX LED AND MAIN ID SIGN
Contract Amount: \$121,432.00
Start/End Date of Contract: 1/8/2021- 8/18/2021
3. Company Name: CITY OF HOMESTEAD
Contact Person: PEDRO REYNALDOS
City, State: HOMESTEAD, FL
Telephone Number: 305 224 4572
Email Address: PREYNALDOS@CITYOFHOMESTEAD.COM
Description of goods or
Services provided: (2) 10MM 90 X 300 MATRIX LED AND ID SIGNS
Contract Amount: \$ 98.893.00
Start/End Date of Contract: 7/1/2018 - 9/3/2018

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	CITY OF DELTONA KATE DUFFY	386 878 8570	Y	10	MULTIPLE SIGNS
2	EMBRY RIDDLE AERONAUTICAL CHRIS HARDESTY	386 226 6512	Y	12	MULTIPLE SIGNS
3	CITY OF HOMESTEAD PEDRO REYNALDOS	305 224 4572	Y	3	MULTIPLE SIGNS

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. Bidder shall attach additional sheets as necessary. Please mark N/A for no subcontractors.

Subcontractor No. 1

Name: N/A

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: Don Bell Signs CONTACT PERSON/TITLE: Ron MAILING ADDRESS: 365 Oak PlaceCITY-STATE-ZIP: Port Orange FL 32127 Length of Time at Address Provided: 75 yearsPhysical Presence of Business: ☐ Headquarters and/or ☒ Principal Place of BusinessAnd within Legal Boundaries: ☒ City of Port Orange ☒ Volusia County ☐ State of FloridaFEIN (Federal Employer Identification Number): 59-376-1150BUSINESS STRUCTURE: ☐ Corporation ☒ LLC ☐ Partnership ☐ Sole Proprietorship☐ Other (Specify): _____PHONE NUMBER: 386-788-8084 FAX: _____EMAIL: RHutner@donbellsigns.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.

Don Bell Signs, LLC

Name of Business

By: GARY BELLPrinted Name: GARY BELLTitle: PresidentSTATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of X physical presence or _____ online notarization, this 17 day of AUGUST, 2021 by GARY BELL, as PRESIDENT of DONBELL SIGNS, a LLC. He or she is X personally known or _____ produced as identification.

Frank G. BoonnoNotary 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 CITY OF PORT ORANGE CONTRACTOR E-VERIFY AFFIDAVIT

IN ACCORDANCE WITH SECTION 448.095, FLORIDA STATUTES

Project Name: CITY CENTER ENTRANCE LED SIGN BOARD

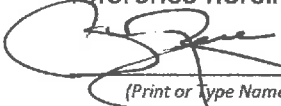
Solicitation Number: ITB # 21-16

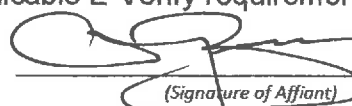
I, the undersigned, hereby certify that DON BELL SIGNS, LLC [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

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 DON BELL SIGNS, LLC [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)
GARY BELL President


(Signature of Affiant)

59-3761150

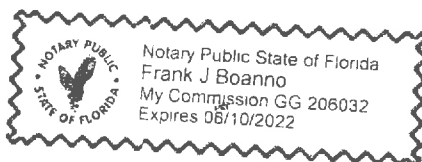
(Federal Employer ID Number – FEIN)

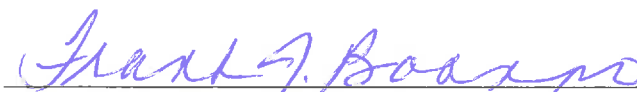
473218

(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 3rd day of AUGUST, 2021, by GARY BELL as PRESIDENT 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

FORM 7.12 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.

Don Bell Signs
Organization Name

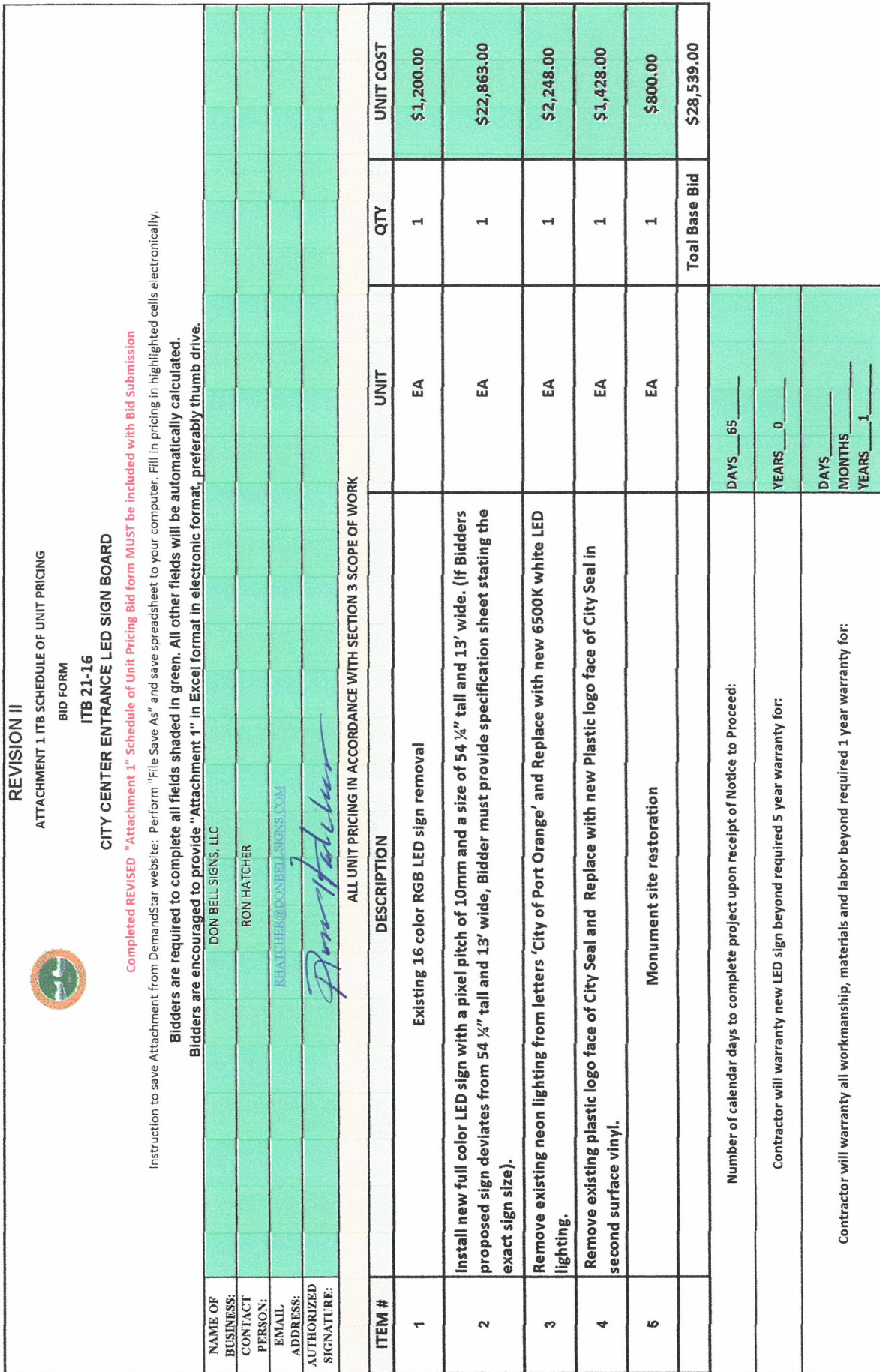
City Center Entrance LED Sign Board
Bid Number or Project Name

GARY BELL President
Name(s) and Title(s) of Authorized Representatives

[Signature]
Signature

8/10/21
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 Don Bell Signs, LLC, as Contractor, duly authorized to conduct business in the State of Florida, whose principal place of business is located at 365 Oak Place, Port Orange, FL 32127, Tel.: 386-788-8084, (hereinafter called "PRINCIPAL"), and Platte River Insurance Company, as SURETY, duly authorized to conduct business in the State of Florida, whose principal place of business is located at 1600 Aspen Commons, Middleton, WI 53562, Tel.: 678.528.6608 (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 August 24, 2021, for:

Project Name / Bid No.: City Center Entrance LED Sign Board, ITB #21-16

Project Address: Southwest corner at intersection of Dunlawton Avenue and City Center Parkway, Port Orange, Florida 32129

Legal Description:

Description of Work: City Center Entrance LED Sign Board

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 6th day of August, 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: Don Bell Signs, LLC

ATTEST:

Signature

Corporate Officer & Title

Signature

Corporate Secretary (Affix Corporate Seal)

WITNESSES:

SURETY: Platte River Insurance Company

Attorney-in-Fact (signature)

Stephen P Farmer, Attorney-In-Fact

Name & Title

Stephen P Farmer

Name of Local Resident Agent

Daytona Beach, FL 32114

City, State, Zip

386-239-5703

Telephone:

A.M. Best No.: 012488 NAIC No.: 18619

ATTEST:

Manjo Hall

Signature

Not Applicable

Corporate Secretary (Affix Corporate Seal)

STATE OF Florida

COUNTY OF Volusia

Before me this day personally appeared Stephen P Farmer (affiant), who, being duly sworn, deposes and says that he/she is the Attorney-in-Fact for the Platte River Insurance Company (corporate surety) and that this person has been authorized by Stephen P Farmer (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 Stephen P Farmer

Sworn to / Affirmed and subscribed before me this 6th day of August, 2021, by Stephen P Farmer

as identification.

NOTARY PUBLIC - STATE OF Florida

Type or print name: Valerie Ann Stemberger

Commission No.: _____

Commission Expires: _____

(Seal)



END OF BID BOND

This document must be completed and returned with your Submittal

PLATTE RIVER INSURANCE COMPANY
POWER OF ATTORNEY

PR2729235

Bond Number

KNOW ALL MEN BY THESE PRESENTS, That the **PLATTE RIVER INSURANCE COMPANY**, a corporation of the State of Nebraska, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

-----PAMELA J THOMPSON; STEPHEN P FARMER; TYLER D DEBORD-----

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

----- ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$20,000,000.00-----

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **PLATTE RIVER INSURANCE COMPANY** at a meeting duly called and held on the 8th day of January, 2002.

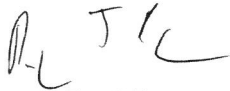
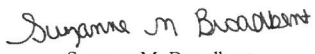
“**RESOLVED**, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time.”

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.

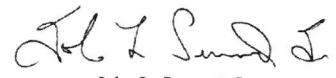
IN WITNESS WHEREOF, the **PLATTE RIVER INSURANCE COMPANY** has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of January, 2020.

Attest:


Ryan J. Byrnes
Senior Vice President,
Chief Financial Officer and Treasurer

Suzanne M. Broadbent
Assistant Secretary



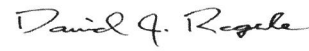
PLATTE RIVER INSURANCE COMPANY


John L. Sennott, Jr.
Chief Executive Officer and President

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

On the 1st day of January, 2020 before me personally came John L. Sennott, Jr., to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is Chief Executive Officer and President of **PLATTE RIVER INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.




David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

I, the undersigned, duly elected to the office stated below, now the incumbent in **PLATTE RIVER INSURANCE COMPANY**, a Nebraska Corporation, authorized to make this certificate, **DO HEREBY CERTIFY** that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 6th day of August, 2021.




Andrew B. Diaz-Matos
Senior Vice President, General Counsel and Secretary

THIS DOCUMENT HAS BEEN GENERATED FOR A SPECIFIC BOND. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL 800-475-4450.

PR-ePOA-M (Rev. 01-2020)

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 21-16 City Center Entrance LED Sign Board

Description of Work: ITB 21-16 City Center Entrance LED Sign Board

Project Location: Southwest Intersection of Dunlawton Avenue and City Center Parkway,
City of Port Orange, Volusia County, Florida

Legal Description: Portions of Parcel ID: 6317-30-00-0010
See Attached **Exhibit "A"**

Front Page

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

City Center Electronic Sign Board
Southwest corner at intersection of Dunlawton Avenue and
City Center Parkway, Port Orange, Florida 32129

A Portion of Parcel ID:

6317-30-00-0010

Legal Description:

CITY CENTER SIGN EASEMENT, A PORTION OF PARCEL ID: 6317-30-0010:
ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE, LYING AND BEING A
PORTION OF PARCEL D, AZALEA POINTE, ACCORDING TO THE PLAT THEREOF, AS
RECORDED IN PLAT BOOK 44, PAGE 28 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY,
FLORIDA. SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;
BEGINNING AT THE EASTERNMOST CORNER OF SAID PARCEL D;
THENCE, BEARING SOUTH 55°01'43" WEST, ALONG THE NORTH LINE OF DUNLAWTON
AVENUE A DISTANCE OF 70.00 FEET;
THENCE, BEARING NORTH 33°58'17" WEST, A DISTANCE OF 60.00 FEET;
THENCE, BEARING NORTH 56°01'43" EAST, A DISTANCE OF 70.00 FEET TO A POINT ON THE
WESTERLY RIGHT OF WAY LINE OF CITY CENTER PARKWAY;

THENCE, BEARING SOUTH 33°58'17" EAST, ALONG SAID WESTERLY LINE OF
CITY CENTER PARKWAY, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PREMISES CONTAIN AN AREA OF 4,200 SQUARE FEET OR
0.10 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS, CONDITIONS AND
RESTRICTIONS AS CONTAINED WITHIN THE CHAIN OF TITLE.

EXHIBIT "A"

ITB 21-16 City Center Entrance LED Sign Board

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 City Center Entrance LED Sign Board, 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 _____, 20__.

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: Don Bell Signs LLC

Signature of Owner/Officer: [Signature]

Title: President **Date:** 8/17/21

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, GARY D. Bell, 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 CNA Company, under the terms of Policy Number WC-616327277 for a period from 1/16, 2021 to 1/16, 2022

WITNESS:

By: Ann Blum
Name: Abigail Blum

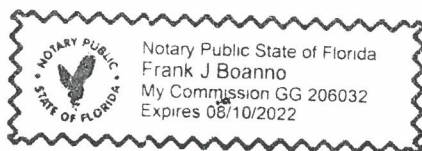
CONTRACTOR:

Company: Don Bell Signs, LLC
By: [Signature]
Name/Title: GARY Bell President

Sworn to and subscribed before me this 17 day of 8, 2021.
My Commission Expires: 8/10/22 Frank J. Boanno

Notary Public

FRANK J. BOANNO
Notary Public Printed Name





CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 20____, 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 Don Bell Signs, a LLC corporation whose principal address is 365 Oak place Port Orange FL 32127 ("Contractor"). The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

(a) The Contractor hereby agrees to provide the replacement of City Center Entrance Electronic Sign Board, located at the Southwest corner at the Intersection of Dunlawton Avenue and City Center Parkway, and as more specifically described in Intent to BID 21-16 ("ITB 21-16"). This Contract together with ITB 21-16, Drawings, 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, Drawings, and Addenda of ITB 21-16 and the Bid Tabulation as submitted by Contractor in Contractor's Proposal are attached hereto as Exhibit "1." A complete copy of ITB 21-16 is 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 commence on the date this Contract is signed by the Parties. The work shall be substantially completed within sixty (60) days from the issuance of a Notice to Proceed, and an additional thirty (30) days for final completion (the "Term").

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

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

Authorization for Services: This Contract standing alone does not authorize the purchase of any goods or services or require the City to place any orders for goods or service. Authorization for the purchase of goods or services from Contractor under this Contract shall be upon issuance of a Notice to Proceed and a written Purchase Order issued 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 Contractor at the prices set forth in Exhibit "1" attached hereto, subject to a limit up to but not to exceed ____/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 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 Information Technology Manager, James Hicks, 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 Exhibit Form. 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.

<i>Standard Insurance Requirements</i>			
	Insurance	Standards	Additional Requirements
☒	<u>Workers' Compensation</u> The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. The City will not accept elective exemptions. Any contractor using an employee leasing company shall complete the Leased Employee Affidavit (Exhibit A).	<u>Contract Amount</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.	Limits: 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>	
☒	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.		

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 Contractor's 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: James Hicks, Information Technology Manager
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5545

Contractor: _____
Attention: _____, President

() - Telephone
() - Facsimile
_____ @ _____ - E-Mail

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]

Witnesses:

Printed Name: _____

By: _____, 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: _____

Date: _____

STATE OF _____
COUNTY OF _____

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

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

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Donald O. Burnette, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this ____ day of _____, 20__, 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 _____, 20__, by Robin L. Fenwick, as City Clerk 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:



End of Solicitation Documents



Ron DeSantis, Governor

Halsey Beshears, Secretary



STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS LICENSING BOARD

THE SPECIALTY ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

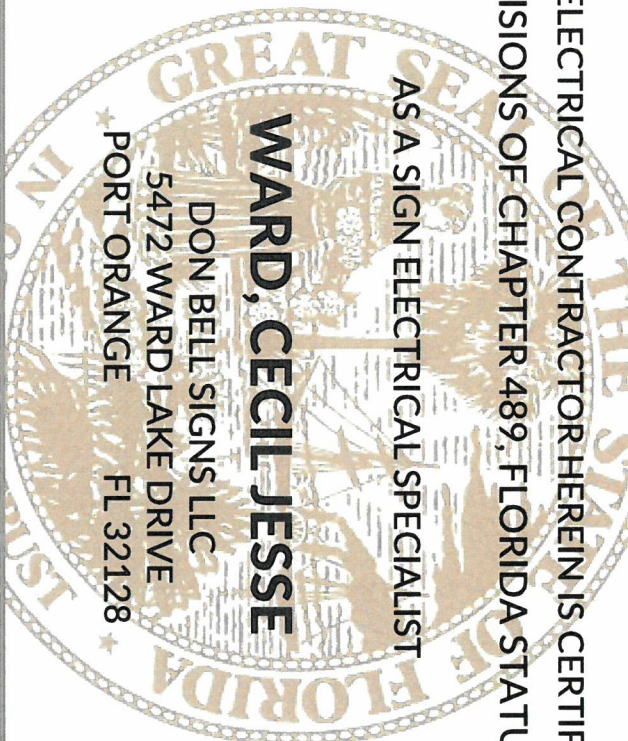
AS A SIGN ELECTRICAL SPECIALIST

WARD, CECIL JESSE

DON BELL SIGNS LLC

5472 WARD LAKE DRIVE

PORT ORANGE FL 32128



LICENSE NUMBER: ES00000146

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



DRUG FREE WORKPLACE POLICY

Don Bell Signs LLC recognizes that the future of the company is dependent on the physical and psychological health of its employees. The company also recognizes drug and alcohol dependency as an illness and a major health problem.

Don Bell Signs LLC will utilize every reasonable means to maintain a drug-free work environment for its employees, including supervisor training, employee education, providing employee's access to information concerning drug and alcohol abuse programs, and implementing substance abuse testing of employees and job applicants to detect use of illegal substances.

It is management's responsibility to counsel employees whenever they see changes in performance or behavior that suggest an employee has a drug problem. Although it is not the supervisor's job to diagnose personal problems, the supervisor should encourage employees to seek help and advise them about available resources for getting help. Everyone shares responsibility for maintaining a safe work environment, and co-workers should encourage anyone who has a drug problem to seek help.

Pre-Employment Drug Testing

- A. All applicants for employment at Don Bell Signs LLC must undergo testing for the presence of drugs as a condition of employment. All offers of employment will be conditional, pending a satisfactory drug test.
- B. Job applicants who are extended a conditional offer of employment will be required to submit voluntarily to a drug test at a laboratory chosen by this company and will release Don Bell Signs LLC from liability.
- C. Any applicant with a confirmed positive test will be denied employment.
- D. Refusal to submit to a drug test will be interpreted as a voluntary withdrawal of application for employment.

**Please see you employee handbook for Don Bell Signs LLC's complete
Drug Free Workplace Policy**

Employee Signature: _____

Date: _____

My Company Profile
Company Information

Company Name	Don Bell Signs, LLC.
Company ID	473218
Employer ID Number	593761150
Total Number of Employees	20 to 99
NAICS Code	332
DUNS Number	099234671
Enrollment Date	12/12/2011
Doing Business As (DBA)	Don Bell Signs, LLC.
Subsector	Fabricated Metal Product Manufacturing
Sector	Manufacturing

Employer Category

Employer Category

None of these categories apply

Edit Employer Category

Company Locations

Physical Address	Mailing Address	Number of Sites
365 Oak Place Port Orange, FL 32127	Same as Physical Address	1

[Edit Company Locations](#)

Hiring Sites

1
Number of Sites
Edit Hiring Sites

Company Access and MOU

My Company is Configured to: Verify its Own Employees

Memorandum of Understanding



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company
DON BELL SIGNS LLC

Filing Information

Document Number	L01000021359
FEI/EIN Number	59-3761150
Date Filed	12/11/2001
State	FL
Status	ACTIVE
Last Event	LC AMENDMENT
Event Date Filed	01/09/2015
Event Effective Date	NONE

Principal Address

365 OAK PLACE
PORT ORANGE, FL 32127

Mailing Address

365 OAK PLACE
PORT ORANGE, FL 32127

Registered Agent Name & Address

WARD, CECIL J
365 OAK PLACE
PORT ORANGE, FL 32127

Name Changed: 01/09/2015

Address Changed: 01/09/2015

Authorized Person(s) Detail

Name & Address

Title MGRM

BROWN, GEORGE G
365 OAK PLACE
PORT ORANGE, FL 32127

Title SD

PECK, EDWIN JR

2430 S ATLANTIC AVE
DAYTONA BEACH, FL 32118

Title PD

BELL, GARY D
365 OAK PLACE
PORT ORANGE, FL 32127

Title D

BOANNO, FRANK A
365 OAK PLACE
PORT ORANGE, FL 32127

Title D

HANSON, IRWIN R
365 OAK PL
PORT ORANGE, FL 32127

Annual Reports

Report Year	Filed Date
2019	02/07/2019
2020	01/15/2020
2021	01/19/2021

Document Images

01/19/2021 -- ANNUAL REPORT	View image in PDF format
01/15/2020 -- ANNUAL REPORT	View image in PDF format
02/07/2019 -- ANNUAL REPORT	View image in PDF format
01/17/2018 -- ANNUAL REPORT	View image in PDF format
01/06/2017 -- ANNUAL REPORT	View image in PDF format
01/04/2016 -- ANNUAL REPORT	View image in PDF format
04/29/2015 -- ANNUAL REPORT	View image in PDF format
01/09/2015 -- LC Amendment	View image in PDF format
02/19/2014 -- ANNUAL REPORT	View image in PDF format
01/24/2013 -- ANNUAL REPORT	View image in PDF format
04/30/2012 -- ANNUAL REPORT	View image in PDF format
02/18/2011 -- ANNUAL REPORT	View image in PDF format
02/16/2010 -- ANNUAL REPORT	View image in PDF format
04/23/2009 -- ANNUAL REPORT	View image in PDF format
01/22/2008 -- ANNUAL REPORT	View image in PDF format
04/25/2007 -- ANNUAL REPORT	View image in PDF format
04/17/2006 -- ANNUAL REPORT	View image in PDF format
04/29/2005 -- ANNUAL REPORT	View image in PDF format
04/29/2004 -- ANNUAL REPORT	View image in PDF format
04/28/2003 -- ANNUAL REPORT	View image in PDF format
03/24/2002 -- ANNUAL REPORT	View image in PDF format

12/11/2001 -- Florida Limited Liabilites	View image in PDF format
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Florida Department of State, Division of Corporations



**ITB 21-16 CITY CENTER ENTRANCE LED SIGN BOARD
BID TABULATION
OPENING DATE/TIME August 30, 2021 @ 2:30PM**

Required Forms Submitted: YES				
Responsive Bidder: YES				
DON BELL SIGNS LLC				
ALL UNIT PRICING IN ACCORDANCE WITH SECTION 3 SCOPE OF WORK				
ITEM #	DESCRIPTION	UNIT	QTY	UNIT COST
1	Existing 16 color RGB LED sign removal	EA	1	\$1,200.00
2	Install new full color LED sign with a pixel pitch of 10mm and a size of 54 1/4" tall and 13' wide. (If Bidders proposed sign deviates from 54 1/4" tall and 13' wide, Bidder must provide specification sheet stating the exact sign size).	EA	1	\$22,863.00
3	Remove existing neon lighting from letters 'City of Port Orange' and Replace with new 6500K white LED lighting.	EA	1	\$2,248.00
4	Remove existing plastic logo face of City Seal and Replace with new Plastic logo face of City Seal in second surface vinyl.	EA	1	\$1,428.00
5	Monument site restoration	EA	1	\$800.00
			Total Base Bid	\$28,539.00
Number of calendar days to complete project upon receipt of Notice to Proceed:	DAYS 65			
Contractor will warranty new LED sign beyond required 5 year warranty for:	YEARS 0			
Contractor will warranty all workmanship, materials and labor beyond required 1 year warranty for:	DAYS MONTHS YEARS 1			

Required Forms Submitted: NO				
Responsive Bidder: NO				
KENCO SIGN AND AWNING LLC				
ALL UNIT PRICING IN ACCORDANCE WITH SECTION 3 SCOPE OF WORK				
ITEM #	DESCRIPTION	UNIT	QTY	UNIT COST
1	Existing 16 color RGB LED sign removal	EA	1	\$0.00
2	Install new full color LED sign with a pixel pitch of 10mm and a size of 54 1/4" tall and 13' wide. (If Bidders proposed sign deviates from 54 1/4" tall and 13' wide, Bidder must provide specification sheet stating the exact sign size).	EA	1	\$0.00
3	Remove existing neon lighting from letters 'City of Port Orange' and Replace with new 6500K white LED lighting.	EA	1	\$0.00
4	Remove existing plastic logo face of City Seal and Replace with new Plastic logo face of City Seal in second surface vinyl.	EA	1	\$0.00
5	Monument site restoration	EA	1	\$0.00
			Total Base Bid	\$0.00
Number of calendar days to complete project upon receipt of Notice to Proceed:	DAYS			
Contractor will warranty new LED sign beyond required 5 year warranty for:	YEARS			
Contractor will warranty all workmanship, materials and labor beyond required 1 year warranty for:	DAYS MONTHS YEARS			

Required Forms Submitted: YES				
Responsive Bidder: YES				
i2 VISUAL, Inc.				
ALL UNIT PRICING IN ACCORDANCE WITH SECTION 3 SCOPE OF WORK				
ITEM #	DESCRIPTION	UNIT	QTY	UNIT COST
1	Existing 16 color RGB LED sign removal	EA	1	\$450.00
2	Install new full color LED sign with a pixel pitch of 10mm and a size of 54 1/4" tall and 13' wide. (If Bidders proposed sign deviates from 54 1/4" tall and 13' wide, Bidder must provide specification sheet stating the exact sign size).	EA	1	\$27,351.00
3	Remove existing neon lighting from letters 'City of Port Orange' and Replace with new 6500K white LED lighting.	EA	1	\$1,880.00
4	Remove existing plastic logo face of City Seal and Replace with new Plastic logo face of City Seal in second surface vinyl.	EA	1	\$325.00
5	Monument site restoration	EA	1	\$900.00
			Total Base Bid	\$30,906.00
Number of calendar days to complete project upon receipt of Notice to Proceed:	DAYS 45			
Contractor will warranty new LED sign beyond required 5 year warranty for:	YEARS 0			
Contractor will warranty all workmanship, materials and labor beyond required 1 year warranty for:	DAYS MONTHS YEARS 5			

Required Forms Submitted: NO				
Responsive Bidder: NO				
UNITED SIGNS LLC				
ALL UNIT PRICING IN ACCORDANCE WITH SECTION 3 SCOPE OF WORK				
ITEM #	DESCRIPTION	UNIT	QTY	UNIT COST
1	Existing 16 color RGB LED sign removal	EA	1	\$0.00
2	Install new full color LED sign with a pixel pitch of 10mm and a size of 54 1/4" tall and 13' wide. (If Bidders proposed sign deviates from 54 1/4" tall and 13' wide, Bidder must provide specification sheet stating the exact sign size).	EA	1	\$0.00
3	Remove existing neon lighting from letters 'City of Port Orange' and Replace with new 6500K white LED lighting.	EA	1	\$0.00
4	Remove existing plastic logo face of City Seal and Replace with new Plastic logo face of City Seal in second surface vinyl.	EA	1	\$0.00
5	Monument site restoration	EA	1	\$0.00
			Total Base Bid	\$0.00
Number of calendar days to complete project upon receipt of Notice to Proceed:	DAYS			
Contractor will warranty new LED sign beyond required 5 year warranty for:	YEARS			
Contractor will warranty all workmanship, materials and labor beyond required 1 year warranty for:	DAYS MONTHS YEARS			

DISCLAIMER: THIS BID TABULATION INDICATES ONLY THE BIDS AS RECEIVED. ALL BIDS ARE SUBJECT TO VERIFICATION FOR ACCURACY, AND FOR SPECIFICATION AND CONTRACT COMPLIANCE. NO CONCLUSIONS ABOUT CONTRACT AWARDS SHOULD BE DRAWN FROM THESE PRELIMINARY TABULATIONS.



NOTICE OF INTENT TO AWARD

ITB # 21-16

CITY CENTER ENTRANCE LED SIGN BOARD

September 9, 2021

On August 30, 2021, Purchasing received four (4) bid submittals for ITB # 21-16 City Center Entrance LED Sign Board.

After review of the responses, City Staff has made a recommendation to award to the following firm:

DON BELL SIGNS LLC

This recommendation of award will be presented to City Council for approval on or about October 5, 2021. Interested parties may review the City Council agenda at <https://www.port-orange.org/>

Joseph Castro
Buyer



CITY OF PORT ORANGE

PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5717
purchdiv@port-orange.org

ADDENDUM NO. # 1

August 17, 2021

ITB #21-16 CITY CENTER ENTRANCE LED SIGN BOARD

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated July 20, 2021 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

A. CLARIFICATIONS:

None

B. CHANGES TO SPECIFICATIONS:

Item number 2 (pg.10) currently reads as: *"Replace with new full color LED sign with a pixel pitch of 10mm and a size of 80" x 240"*.

Item number 2 shall now read as: *"Replace with new full color LED sign with a pixel pitch of 10mm and a size of 54 ¼" tall and 13' wide"*.

C. REVISIONS

REVISED ATTACHMENT 1 ITB SCHEDULE OF UNIT PRICING BID FORM

Attachment 1 ITB Schedule of Unit Pricing Bid Form (pg.52), Item number 2 currently reads as: *"Install new full color LED sign with a pixel pitch of 10mm and a size of 80" x 240"*.

Revised Attachment 1 ITB Schedule of Unit Pricing Bid Form Item number 2 shall now read as: *"Install new full color LED sign with a pixel pitch of 10mm and a size of 54 ¼" tall and 13' wide"*.

The **Revised Attachment 1 ITB Schedule of Unit Pricing Bid Form** supersedes the original Attachment 1 ITB Schedule of Unit Pricing Bid Form and is hereby added to ITB 21-16. **Revised Attachment1 ITB Schedule of Unit Pricing Bid Form** is posted as a separate document on DemandStar and the City of Port Orange Purchasing Web page @ <https://www.port-orange.org/bids.aspx>

D. QUESTIONS AND ANSWERS:

Question No.1: Is the existing sign board to be replaced?

ANSWER: Yes

Question No.2: Per the specifications, the new sign board size is 80" x 240". Is the new sign too large and cover the existing letters or landscaping?

ANSWER: Please refer to item B. Changes to Specifications above.

Question No.3: Is the Contractor to remove the City of Port Orange letters?

ANSWER: No

Question No.4: Is the electrical sufficient?

ANSWER: The electrical was working about 6 months ago. Some improvements may be needed.

Question No.5: Is the contractor to connect the new sign to the existing power source?

ANSWER: Yes

Is the power source still good?

ANSWER: Yes

Question No.6: Is a specific brand of sign required?

ANSWER: No

Question No.7: Does the City want comparisons to choose from?

ANSWER: The City does not have a brand preference. The Contractor chooses one brand to fit the best.

Question No.8: Is the warranty important to the City?

ANSWER: Yes. Please refer to the Warranty specifications stated in Section 6.

Question No.9: Is the current monument housing large enough to accommodate the new 80" x 240" LED sign board?

ANSWER: Please refer to item B. Changes to Specifications above.

Question No.10: If the contractor could supply a 6.5 mm pixel pitch instead of a 10mm for a better price and a five-year parts warranty, would that be acceptable?

ANSWER: No. Pixel pitch shall be 10mm per specification.

In all other respects, except as specifically stated herein, the subject ITB #21-16 CITY CENTER ENTRANCE LED SIGN BOARD remains unchanged.

END OF ADDENDUM NO. #1

Joseph Castro

Buyer

jcastro@port-orange.org



CITY OF PORT ORANGE

PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5717
purchdiv@port-orange.org

ADDENDUM NO. # 2

August 24, 2021

ITB #21-16 CITY CENTER ENTRANCE LED SIGN BOARD

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated July 20, 2021 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

A. CLARIFICATIONS:

None

B. CHANGES TO SPECIFICATIONS:

Item number 2 (pg.10) currently reads as: *"Replace with new full color LED sign with a pixel pitch of 10mm and a size of 54 ¼" tall and 13' wide".*

Item number 2 shall now read as: *"Replace with new full color LED sign with a pixel pitch of 10mm and a size of 54 ¼" tall and 13' wide. If the new sign size of 54 ¼" tall and 13' wide is not available, a minor sign size deviation could be accepted at the discretion of the City".*

C. REVISIONS

REVISED ATTACHMENT 1 ITB SCHEDULE OF UNIT PRICING BID FORM

Revised Attachment 1 ITB Schedule of Unit Pricing Bid Form Item number 2 currently reads as: *"Install new full color LED sign with a pixel pitch of 10mm and a size of 54 ¼" tall and 13' wide".*

Revision II Attachment 1 ITB Schedule of Unit Pricing Bid Form item number 2 shall now read as: *Install new full color LED sign with a pixel pitch of 10mm and a size of 54 ¼" tall and 13' wide. (If Bidders proposed sign deviates from 54 ¼" tall and 13' wide, Bidder must provide specification sheet stating the exact sign size).*

Bidders are advised they must complete Revision II Attachment 1 ITB Schedule of Unit Pricing Bid Form. If Bidder does not complete and include with bid submittal Revision II, their bid will be deemed non-responsive.

REVISION II Attachment 1 ITB Schedule of Unit Pricing Bid Form supersedes the **REVISED Attachment 1 ITB Schedule of Unit Pricing Bid Form** and is hereby added to ITB 21-16. **REVISION II Attachment 1 ITB Schedule of Unit Pricing Bid Form** is posted as a separate document on DemandStar and the City of Port Orange Purchasing Web page @ <https://www.port-orange.org/bids.aspx>

D. **QUESTIONS AND ANSWERS:**

None

NEW BID DUE DATE

The bid due date of August 24, 2021 at 2:30pm is hereby revised to be August 30, 2021 at 2:30pm.

In all other respects, except as specifically stated herein, the subject ITB #21-16 CITY CENTER ENTRANCE LED SIGN BOARD remains unchanged.

END OF ADDENDUM NO. #2

Joseph Castro

Buyer

jcastro@port-orange.org



CITY OF PORT ORANGE

PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5717
purchdiv@port-orange.org

REVISED

ADDENDUM NO. # 2

August 20, 2021

ITB #21-16 CITY CENTER ENTRANCE LED SIGN BOARD

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated July 20, 2021 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

A. **CLARIFICATIONS:**

The date on Addendum No.2 was incorrectly stated as August 24,2021. The date is hereby corrected to be August 20, 2021.

B. **CHANGES TO SPECIFICATIONS:**

None

C. **REVISIONS**

None

D. **QUESTIONS AND ANSWERS:**

None

In all other respects, except as specifically stated herein, the subject ITB #21-16 CITY CENTER ENTRANCE LED SIGN BOARD remains unchanged.

END OF REVISED ADDENDUM NO. #2

Joseph Castro

Buyer

jcastro@port-orange.org



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/5/2021

Consent item: Yes

SUBJECT: (C11b) Renewal of MetLife Agreement for employee dental, vision, and group term life insurance for 2022

DEPARTMENT: Administrative Services

GOAL: Organizational Excellence

RECOMMENDED MOTION: Move to approve the second renewal of the MetLife package with no premium rate increase and no changes to benefits.

SUMMARY: Metlife is the City's provider for Dental, Vision, and Group Term Life benefits for employees. The original MetLife standard contract for services, which was effective 01/01/2020 until 12/31/2020, allows for two (2) additional one-year periods (1/1/21-12/31/21 and 1/1/22-12/31/22), subject to City Council approval.

MetLife has agreed to renew for an additional year with no increase to the current premium and no reduction in benefits on all lines of insurance. This renewal would be in effect from 01/01/2022 until 12/31/2022.

The City's insurance broker, Brown and Brown Inc, assisted in obtaining the renewal number.

Project No.: N/A Funding Account No.: Life and Health Insurance

Presenter: Heather Carrizales

ATTACHMENTS:

1.	MetLife Contract Renewal Form 2022	MetLife Contract Renewal Form 2022.pdf
2.	Brown & Brown Renewal Quote-MetLife 2022	Brown & Brown Renewal Quote-MetLife 2022.pdf
3.	MET LIFE Renewal for 2021	MET LIFE Renewal for 2021.pdf
4.	Metropolitan Life Agreement	Metropolitan Life Agreement.pdf

Heather Carrizales
Heather Carrizales
Lupe Reyna-Coffin

Created/Initiated - 9/15/2021
Approved - 9/15/2021
Approved - 9/15/2021

Robin Hayes	Approved - 9/17/2021
Matthew Jones	Approved - 9/20/2021
Wayne Clark	Approved - 9/23/2021
Robin Fenwick	Final Approval - 9/24/2021



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. 7102

☐ Piggyback Agreement CA No. _____

☐ Purchase Order No. _____

Term From: 01-01-2022

To: 12-31-2022

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: Metropolitan Life Insurance Company

Name of Contact Person: David Gartrell

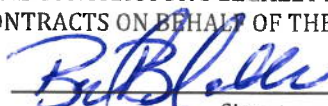
Mailing Address: 4301 W. Boy Scout Blvd. Corporate center IV, Suite 570, Tampa, FL 33607

Email Contact Address: dgartrell@metlife.com

Phone: 386-527-2603

Fax: _____

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

Contractor's Authorized Representative: 

Signature

Date: 9/15/21

For City Use Only:

Department completes the following:

☐ Renewal Accepted by the Department ☐ Bond received by the Department
☐ Insurance Certificate received by the Department OR ☐ Insurance waived by City Manager

Agreement Expiration: 12-31-2022

City Manager: _____ Date: _____

Please return to the City of Port Orange as follows:

Department: Human Resources Telephone: 386-50-5560

Contact: Heather Carrizales Fax: _____

Email: hcarrizales@port-orange.org

Original Signed Form Must Be Returned to the City Clerk

Revised 4/1/2020



**A Proposal of Employee Benefits
Coverage and Services**

City of Port Orange

Jessica Scott
Sr. Vice President

Theresa Muscovitz
Sr. Account Manager

Brenda Thurston, GBDS, AIAM
Sr. Brokerage Analyst

Proposal Date: September 2, 2021

Effective Date: January 1, 2022

Brown & Brown

Brown & Brown is one of the largest and most respected independent insurance intermediaries in the nation, with over 70 years of continuous service. The Company is ranked as the sixth largest such organization in the United States by Business Insurance magazine.

Brown & Brown's clientele is as diverse as the American economy itself. There is hardly a business, industrial or professional insurance situation that has not presented itself to Brown & Brown including: Health/Medical, Retail, Construction, Marine, Transportation, e-Commerce, High Technology, Financial, Legal, Agricultural, Colleges and Universities, Golf Courses and Country Clubs, Governmental Entities, General Aviation, Hospitals, Hotels, Motels, Resorts, Manufacturing, Medical Care Facilities, Museums, Nursing Homes, Restaurants, Religious Institutions, Schools and many more.

Employee Benefits is just one area of expertise we can provide. Our benefit programs include Medical, Dental, Vision, Cobra, Life, Disability and Section 125 pre-tax reimbursement accounts just to name a few. We are able to provide fully insured programs for employers of all sizes and self-funded programs to meet the special needs of employers interested in that type of arrangement. In addition to providing the insurance programs, we assist in the design, cost-containment, management and development of your employee benefit package.

All Employee Benefit clients are assigned an "In House" service representative to assist with Billing, Claims, Eligibility, Enrollment, or any other issues or questions that arise.

For our clients that opt for self-insured programs, we not only provide the mentioned above, but also supply detailed reports to help you monitor your program closely. We also place the reinsurance, help design a plan to meet your needs and work closely with you and the Third Party administrator during the implementation as well as throughout the year to ensure the plan operates smoothly.

As for property and casualty, Brown & Brown is a recognized leader in the area of professional liability, governmental and municipal insurance programs, pollutions liability and many other specialized areas of risk. All property and casualty clients are assigned an "In-House" service representative along with a claims analyst to assist with daily issues, along with some of the best marketing representatives to search for the most competitive products and services our clients desire.

Commitment to Our Clients

The Employee Benefits Division at Brown & Brown of Florida, Inc. is focused on providing you with the best products at the most competitive rates possible. We ensure a very high level of customer service by remaining involved with you after the plan's effective date.

In addition to the Brown & Brown of Florida, Inc. Account Executive, all clients are assigned a team of dedicated service and marketing professionals committed to fast, efficient and friendly service during plan renewal and every other day of the year.

- We provide assistance with carriers to resolve any issues concerning policy administration, claims and billing.
- We provide expertise in designing, analyzing, and maintaining an employee benefits program that will help you attract and retain quality employees.
- We provide timely guidance on local and national trends in employee benefits and in the carrier marketplace.

As part of the 6th largest insurance broker in the country (as determined by Business Insurance magazine) we have the resources to partner with clients of all sizes and industries to maximize benefits and contain costs.

The Employee Benefits Division in Daytona Beach, FL is fully automated and highly efficient in marketing plan renewals and new business. We have access to all local and national carriers, third party administrators, and other specialists in the employee benefits industry including:

Medical · Dental · Vision · Life · Disability Plans · Cafeteria Plans · 401(k) Plans · Self-funded and Partially Self-funded arrangements · Employee Assistance Programs · Voluntary (employee-paid) Long-Term Disability, Short-Term Disability, Dental and Accident & Sickness plans.

Phone

(800) 877-2769

(386) 252-9601

Address

Brown & Brown of Florida, Inc.
300 North Beach Street
Daytona Beach, FL 32114

Website

www.bbinsurance.com

NYSE Listed: BRO

Disclaimer Information

The analysis of the following plans is a summary. You must refer to the contract and plan description for a full list of coverages and exclusions. In some instances broader coverage may be available. The rates and benefits in this proposal are based upon underwriting factors which included, but are not limited to, the census provided, the effective date shown, the status of employees/dependents (i.e. actively at work, COBRA, FMLA), final enrollment, etc. If any of the aforementioned changes prior to the proposed effective date, the final provisions, including rates, for these plans may vary or result in the proposed plan to be withdrawn. The rates shown are not guaranteed. Executive summaries are created by Brown & Brown of Florida, Inc. and neither the carrier nor Brown & Brown of Florida, Inc. will be held responsible for typographical or clerical errors. This proposal may not be a complete listing of all available benefit options. Different benefit levels may be available. This proposal is the proprietary work product of Brown and Brown of Florida, Inc. and is not authorized for further use or distribution. All insurance carriers have their own operating procedures. A change in carrier could affect certain benefits and coverage.

Brown and Brown of Florida, Inc. representatives are available to explain any items presented. It is assumed that the recipients of this proposal will seek an explanation of any items that may be in question. If coverage is moving to another carrier, please do not cancel your in force coverage until advised by Brown and Brown of Florida, Inc. Most carriers require a minimum of 30 days written notice to cancel coverage. Please check your policy contracts to be sure you meet the terms of your carrier cancellation provision and avoid duplicate coverage. The network provider/facility lists obtained via paper directories or carrier websites may contain providers and facilities that are no longer participating in the insurance carriers' networks. We cannot be responsible for any changes to the provider/facility listings that are not reflected. To ensure that a specific provider or facility is still participating in the provider's preferred network, we recommend contacting the provider/facility directly. For a current list, you may look on the Internet or call the toll-free number provided in each of the directories. Brown & Brown representatives may from time to time provide guidance regarding certain legal requirements affecting health plans, including the requirements of federal and state health care reform legislation. Such guidance is based on good-faith interpretation of laws and regulations currently in effect, and is not intended to be a substitute for legal advice. Employers should contact their own legal counsel for advice for legal requirements.

Failure to adhere to provisions of the Affordable Care Act (such as pay-or-pay, employer reporting requirements, benefit mandates, etc.) may result in significant fees and penalties to the employer. For a more comprehensive explanation of what fees and penalties may apply to you, you may contact your Brown and Brown of Florida, Inc. representative at any time. You are required to comply with Health Care Reform's Summary of Benefits & Coverage (SBC) distribution guidelines, which include requirements for SBC distribution at the plan renewal date. If an employee must enroll to continue coverage, the SBD must be provided when open enrollment materials are distributed. If enrollment materials are not distributed, employees must receive an SBC by the first day they are eligible to enroll. For insured plans, if coverage continues automatically for the new year, the SBC must be provided at least 30 days before the beginning of the new plan year. If the policy is not issued by that date, the SBC must be provided within seven business days once the information is available. Please refer to the Department of Health & Human Services' (HHS) official guidance for complete details regarding renewal and other SBC distribution guidelines.

Compensation: In addition to the commissions or fees received by us for assistance with the placement, servicing, claims handling, or renewal of your insurance coverage's, other parties, such as excess and surplus lines broker, wholesale brokers, reinsurance intermediaries, underwriting managers, and similar parties, some of which may be owned in whole or in part by Brown & Brown, Inc. may also receive compensation for their role in providing insurance products or services to you pursuant to their separate contracts with insurance or reinsurance carriers. That compensation is derived from your premium payments. Additionally, it is possible that we, or our corporate parents or affiliates, may receive contingent payments or allowances from insurers based on factors which are not client-specific, such as the performance and/or size of an overall book of business produced with an insurer. We generally do not know if such a contingent payment will be made by a particular insurer, or the amount of any such contingent payment, until the underwriting year is closed. That compensation is partially derived from your premium dollars, after being combined (or "pooled") with the premium dollars other insured that have purchased similar types of coverage. We may also receive invitations to programs sponsored and paid for by the insurance carriers to inform brokers regarding their products and services, including possible participation in company-sponsored events such as trips, seminars, and advisory council meetings, based upon the total volume of business placed with the carrier you select. We may, on occasion, receive loans or credit from insurance companies. Additionally, in the ordinary course of our business, we may receive and retain interest on premiums you pay from the date we receive them until the date of premiums are remitted to the insurance company or intermediary. In the event that we assist with placement and other details of arranging for the financing of your insurance premium, we may also receive a fee from the premium finance company.

Questions and Information Request:

Should you have any questions, or require additional information, please contact this office at 1-800-877-2769 or, if you prefer, submit your question or request online at <http://www.bbinsurance.com/customerinquiry.shtml>.

CURRENT GUIDE TO BEST'S RATINGS

Best's Rating:

Represents an opinion based on a company's financial strength, operating performance and market profile

Secure Best's Ratings: A++ to B+ (Superior to Good)

Vulnerable Best's Ratings: B to D (Fair to Poor)

Outlooks:

Positive = indicates possible rating upgrade due to favorable financial/market trend relative to the current rating level.

Not Rated Companies:

NR = Companies that are not rated by A.M. Best

Rating Modifiers:

u = Under Review (change in financial condition)

pd = Public Data (Insurers do not subscribe to Best's rating process)

s = Syndicate (operating at Lloyds)

Financial Size Categories:

Reflects the company's size based on its capital surplus and conditional reserve funds in millions of U.S. dollars, using the scale below:

FSC I	less than 1	less than 1 mill	FSC IX	250 to 500
FSC II	1 to 2	1 to 2	FSC X	500 to 750
FSC III	2 to 5	2 to 5	FSC XI	750 to 1,000
FSC IV	5 to 10	5 to 10	FSC XII	1,000 to 1,250
FSC V	10 to 25	10 to 25	FSC XIII	1,250 to 1,500
FSC VI	25 to 50	25 to 50	FSC XIV	1,500 to 2,000
FSC VII	50 to 100	50 to 100	FSC XV	greater than 2,000
FSC VIII	100 to 250	100 to 250	" -- "	unknown / not rated

A.M. BEST'S INSURANCE RATINGS & CARRIER WEBSITES

The insurance company providing coverage has the following A.M. Best Financial Rating:

A++ to D = Highest to Lowest Rating

XV to I = Largest to Smallest Rating

Not Rated Companies:

NR = Not rated by A.M. Best

Carrier Name	FSC Rating		Web Address	Provider Directory
	Best's Rating for Stability	for Assets/ Surplus		
Florida Health Care Plan Inc.	A+	XV	www.fhcp.com	Yes
Metropolitan Life Insurance Company	A+	XV	www.metlife.com	Yes

NOTICE OF CARRIER FINANCIAL STATUS

Brown & Brown makes every attempt to place coverage with carriers rated A- or better* through AM Best (www.ambest.com), a national credit rating agency with a specific focus on the insurance industry. Because an AM Best rating is not required by the various state departments of insurance, there are many carriers in the Employee Benefits industry that elect not to participate in AM Best's rating process for various reasons. Therefore, Brown & Brown periodically places coverage with carriers rated less than A- or non-rated by AM Best.

Please be advised that Brown & Brown does monitor carriers rated less than A- or non-rated on an ongoing basis. However, because Brown & Brown cannot certify the financial soundness or stability of any insurance company or alternative risk transfer entity, or otherwise predict whether the financial condition of a company might improve or deteriorate, we encourage you to review the financial information for each carrier at AM Best's website (www.ambest.com), a state department of insurance website, the applicable carrier website and/or with your accountant, legal counsel and other advisors.

If you need assistance identifying the applicable issuing carriers for your current coverage, renewal coverage, or the coverage options being presented to you, please feel free to contact us at 386-252-9601 for assistance. Alternative quotes with an A- or better rated carrier may also be available upon your request.

FEDERAL COMPLIANCE WARNING

Summary Plan Descriptions (SPDs) Must Be Distributed to Your Plan Participants

The Problem

ERISA (the federal Employee Retirement Income Security Act) requires employers who are plan administrators of their group health plans to comply with 2 important requirements or risk potential penalties and possible audits:

1. Maintain and distribute Summary Plan Descriptions (SPDs) to plan participants which accurately reflect the contents of the plan and which include specific information as required under federal law.

2. Group health plans must be administered in accordance with a written Plan Document which must be made available to plan participants and beneficiaries upon request.

Many companies mistakenly assume that insurance contracts, certificates of insurance and benefits summaries fulfill the ERISA requirements for an SPD and Plan Document--but they don't include the required or recommended provisions that protect the plan and the employer.

Penalties for Non-Compliance

Employers/plan administrators may be liable for serious penalties if they don't provide an SPD or have a current Plan Document:

- Failure to provide an SPD or Plan Document within 30 days of receiving a request from a plan participant or beneficiary can result in a penalty of up to \$110/day per participant or beneficiary for each violation.
- Lack of an SPD could trigger a plan audit by the U.S. Department of Labor (DOL).
- The DOL has increased its audit staff and national enforcement initiatives to investigate employers' compliance with Health Care Reform, resulting in companies of all sizes being audited and being required to provide an SPD and Plan Document.

The Solution

Typically, the cost to develop an SPD and Plan Document can be very expensive--but we have solved this problem with a sophisticated system developed together with a major ERISA law firm that makes it easy and economical to comply with federal requirements.

Brown & Brown Daytona Beach Retail will provide you with a Wrap SPD and Wrap Plan Document which are designed to wrap around existing certificates of insurance and benefit plan booklets to provide the required provisions and information necessary to comply with ERISA. To be compliant, the Wrap SPD and accompanying benefit plan component documents must be distributed to plan participants. Our document compliance solution includes the following benefits:

- Customized Wrap SPD and Wrap Plan Document that provide the required ERISA provisions and information that will help you achieve compliance.
- Distribution guidelines that explain how and when to provide these compliance documents to your plan participants.
- The ability to keep your documents current and updated should the federal government issue new amendments or if plan information needs to be changed.

PCP Plan Documents—IRS Requirement [NOTE: Only include this paragraph if applicable.]

A Premium Conversion Plan (PCP) is a type of cafeteria plan under Internal Revenue Code Section 125. It provides employees with an opportunity to make their required employee contributions for certain benefits on a pre-tax basis. Under the Code, a PCP must have a written plan document. If you provide this type of benefit to your employees and your business is audited by the IRS, this is one of the documents they will probably request. As part of our services, we can generate a PCP Plan Document and SPD to help you avoid adverse consequences in the event of an IRS audit.

Cost:

- ERISA Wrap Document & Summary Plan Description - \$150
- Cafeteria Plan/Premium Conversion Plan - \$50
- Updates/Summary of Material Modification - \$100

Executive Summary of Dental Coverage
City of Port Orange
January 1, 2022 - December 31, 2022

		Current Renewal Revised		
Vendor		Metlife		
Network:		Metlife		
Plan Name:		PPO		
		Network		
Plan Details		Single	Family	
Coinsurance Percentage (Preventive Basic Major Ortho):		100% 100% 50% 50%		
Deductible (Family Maximum):		\$25	\$75	
Deductible Waived for Preventive:		Yes		
Calendar Year Maximum:		\$2,500		
Orthodontic Lifetime Maximum:		\$1,000		
Included Adult Ortho:		Yes		
Dental Services		Benefit Level	Frequency	
Routine Exam & Cleaning:		Preventive	2 per year	
Fluoride Treatment:		Preventive	1 per year, under 14	
X-Ray (Bitewings):		Preventive	1 per year	
X-Ray (Full Mouth):		Preventive	1 per 3 years	
Sealants:		Preventive	1 per 5 years, under 17	
Fillings:		Basic		
Oral Surgery (Simple):		Basic		
Oral Surgery (Complex):		Basic		
Root Canal Therapy:		Basic		
Periodontal Scaling:		Basic	1 per quadrant per 2 years	
Periodontal Surgery:		Major	1 per quadrant per 3 years	
Crowns:		Major	1 per tooth per 5 years	
Bridges		Major	1 per 5 years	
Dentures:		Major	1 per 5 years	
Implants:		Major	1 per tooth per 5 years	
Non-Network Details		Non-Network		
Coinsurance Percentage (Preventive Basic Major Ortho):		100% 90% 50% 50%		
Deductible (Family Maximum):		\$25	\$75	
Deductible Waived for Preventive:		Yes		
Calendar Year Maximum:		\$1,500		
Percent of UCR:		90th		
Waiting Periods:		None		
Late Entrant Penalties:		Not permitted		
Allows Annual Open Enrollment:		Yes		
Included Rollover:		No		
Employer Contribution:		Contributory		
Participation Requirement:		84%		
Rate Guarantee:		1 Year (1/1/22-12/31/22)		
Plan Rates Current Enrollment		Current	Renewal	Revised
Employee:	277	\$32.22	\$34.15	\$32.22
Family:	192	\$87.41	\$92.65	\$87.41
Total:	469			
Estimated Monthly Premiums:		\$25,708	\$27,248	\$25,708
Estimated Annual Premiums:		\$308,492	\$326,980	\$308,492
PEPY		\$658	\$697	\$658
Rate Change from Current (%):			6.0%	0.0%
Rate Change from Current (\$):			\$18,488	\$0

Notes:

Executive Summary of Group Life & AD&D Coverage

City of Port Orange

January 1, 2022 - December 31, 2022

Basic Life: 21,228,000

AD&D: 21,228,000

Current | Renewal

Vendor

Metlife

Class Definition | Plan Details:

	Benefit	Maximum	Guarantee Issue
Class 1: All Other Employees	1x's Salary	\$140,000	\$140,000
Class 2: City Council Members	1.5x's Salary	\$140,000	\$140,000
Class 3: Directors	2x's Salary	\$250,000	\$250,000
Class 4: Attorneys & City Managers	3x's Salary	\$300,000	\$300,000

Reduction Schedule:

50% at age 70

Waiver of Premium:

Included

Conversion:

Included

Accelerated Death Benefit:

Included

Seatbelt/Safe Driver Benefit:

Included

Current Enrollment:

Employer Contribution:

100%

Participation Requirement:

100%

Rate Guarantee:

1 Year (1/1/22-12/31/22)

Plan Rates

	Current	Renewal
Basic Life	\$0.173	\$0.173
AD&D	\$0.034	\$0.034
Estimated Monthly Premiums:	\$4,394	\$4,394
Estimated Annual Premiums:	\$52,730	\$52,730

Notes:

No Rate Increase

Executive Summary of Vision Coverage

City of Port Orange

January 1, 2022 - December 31, 2022

		Current Renewal	
Vendor		MetLife	
Network		MetLife	
Plan Name		M130D	
Copays		Network	
Exam:		\$10	
Materials:		\$25	
Contact Fitting & Follow-up:		\$60	
Frequencies			
Exams:		12 months	
Lenses:		12 months	
Frames:		24 months	
Contacts:		12 months	
Allowances			
Frames:		\$130 (20% off balance)	
Contact (Elective):		\$130	
Contact (Medically Necessary):		Covered in Full	
Non-Network Details		Non-Network	
Exam:		up to \$45	
Single Vision:		up to \$30	
Bifocal:		up to \$50	
Trifocal:		up to \$65	
Frames:		up to \$70	
Contact (Elective):		up to \$105	
Contact (Medically Necessary):		up to \$210	
Employer Contribution:		0%	
Participation Requirement:		58%	
Rate Guarantee:		1 Year (1/1/22-12/31/22)	
Plan Rates Current Enrollment		Current	Renewal
Employee:	186	\$6.26	\$6.26
Employee + 1:	59	\$9.08	\$9.08
Family:	65	\$16.27	\$16.27
Total:	310		
Estimated Monthly Premiums:		\$2,758	\$2,758
Estimated Annual Premiums:		\$33,092	\$33,092

Notes: No Rate Change



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. 7102

☐ Piggyback Agreement CA No. _____

☐ Purchase Order No. _____

Term From: 01-01-2021

To: 12-31-2021

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: Metropolitan Life Insurance Company

Name of Contact Person: David Gartrell

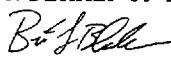
Mailing Address: 4301 W. Boy Scout Blvd. Corporate Center IV, Suite 570, Tampa FL 33607

Email Contact Address: dgartrell@metlife.com

Phone: 386-527-2603

Fax: _____

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

Contractor's Authorized Representative:  Date: 9/2/2020
Signature

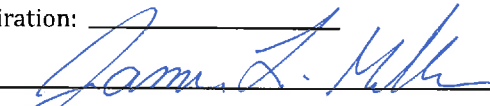
For City Use Only:

Department completes the following:

☒ Renewal Accepted by the Department ☐ Bond received by the Department

☐ Insurance Certificate received by the Department OR ☐ Insurance waived by City Manager

Agreement Expiration: _____

Acting City Manager: 

Date: 10/7/2020

Please return to the City of Port Orange as follows:

Department: HR Telephone: 386-506-5560

Contact: Jamie Miller Fax: N/A

Email: HRadmin@port-orange.org

Original Signed Form Must Be Returned to the City Clerk

Revised 4/1/2020



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this 27 day of December, 2019, 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 **METROPOLITAN LIFE INSURANCE COMPANY** ("Contractor"), a New York corporation whose principal address is 200 Park Avenue, New York, New York 10166. The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

(a) The Contractor hereby agrees to provide the City of Port Orange with dental, life and vision insurance, as more specifically described in Exhibit "1," attached hereto.

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

Term: Notwithstanding the date of execution, this Contract shall commence on January 1, 2020 and shall continue until December 31, 2020 (the "Term").

Renewals. Upon mutual agreement of the Parties, this Contract may be renewed for two (2) additional one-year periods, subject to City Council approval.

Manner and Place: The work shall be performed as outlined in Exhibit "1," 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 in the form of a written Purchase Order issued and executed by the City. The City reserves the right to contract with other parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

2. City Obligations. In return for the services identified above, the City agrees to compensate the Contractor annually at the prices set forth in Exhibit "1." The City's obligation to pay Contractor under this Contract is subject to a limit not to exceed the budget appropriation for each 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. Liens. Contractor acknowledges that Contractor shall not be entitled to lien the City or other public property.

4. Contract Administration. The Administrative Services Director, Jamie Miller, shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

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, by giving 60 days advance written notice to MetLife. The policy will end on the later of:

(b) The date stated in the notice; or

(c) The date MetLife receives the notice.

(d) 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.

(e) 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.

(f) 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.

(g) 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.

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

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

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

8. Examination of Records

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

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

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

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

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

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

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

(d) Except as otherwise required by law or by Contractor's document retention standards, 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

10. Termination for Non-Appropriation of Funds

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

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

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

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

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

Standard Insurance Requirements			
	Insurance	Standards	Additional Requirements
☒	Workers' Compensation <u>Additional Coverage:</u>	<u>Limits:</u> Coverage A - Statutory Coverage B - \$100,000 All States (Broad Form) Voluntary Compensation	☐ If 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 \$500,000 occurrence \$1,000,000 Aggregate	☐ When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
☒	Comprehensive Business, Automobile Liability to include all automobiles. <u>Additional Coverage:</u>	<u>Limits:</u> Auto Liability Bodily Injury: \$200,000 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

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 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	Limits: Coverage - \$1,000,000 minimum.	
☐	Installation Floater (IT)	Limits: Coverage - \$ <u>To be determined.</u>	
☐	Contractor Pollution Liability	Limits: Coverage - \$ <u>1,000,000.00.</u>	
☐	Errors and Omissions	Limits: Coverage - \$1,000,000.00 minimum.	
☐	Payment and Performance Bond Required	Limits: Coverage - Equal to amount of Contract.	
☐	Department Head waives Payment and Performance Bond for work under \$25,000.00.		
☐	Unless otherwise required by law, Department Head waives Insurance for work described as follows: (check at least one) ☐ under \$25,000.00 ☐ including goods F.O.B. the place of destination		

12. Assignability of Contract. Except in the case of assignment to an affiliate or as a result of a sale of assets, neither this contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written approval of the City Council.

13. Modifications or Changes to this Contract

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

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

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

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

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

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

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

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

17. 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.

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

19. 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.

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

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, CMC. 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. This section 21 shall not apply to disputes related to matters of dental, vision, or life insurance claims.

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.

25. Integration. This Contract and the documents incorporated herein by reference, including the group insurance policy(ies) and certificates issued by Contractor, 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: Jamie Miller, Administrative Services Director 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5562
Contractor:	Metropolitan Life Insurance Company Attention: Kama Garrick kgarrick@metlife.com 200 Park Avenue New York, New York 10166

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

27. Contract Construction

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

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

[Remainder of this page intentionally left blank]

Witnesses:

Karen Abrams
Printed Name: Karen Abrams

Charlotta Wright
Printed Name: Charlotta Wright

STATE OF Georgia
COUNTY OF Fulton

The foregoing instrument was acknowledged before me this 17th day of December, 2020, by Brian Blackburn, as Vice President of Metropolitan Life Insurance Company, a New York corporation, and who:

(Notary: Please select one)

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

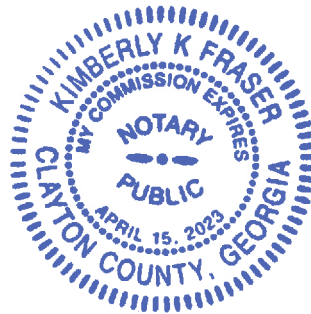
METROPOLITAN LIFE INSURANCE COMPANY.

By: [Signature]
Printed Name: Brian Blackburn
Title: Vice President

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

Date: December 17, 2019

Kimberly K. Fraser
Notary Public, State of Georgia
Printed, typed or stamped name, commission and expiration:



Witnesses:

CITY OF PORT ORANGE

Ruth E. Thayne
Printed Name: RUTH E. THAYNE

By: Donald O. Burnette
Donald O. Burnette, Mayor

Shelby Field
Printed Name: Shelby Field

Date: 12/27/19

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 27 day of Dec, 2019, 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.



Ruth E. Thayne
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:
RUTH E. THAYNE

Witnesses:

Shelby Field
Printed Name: Shelby Field

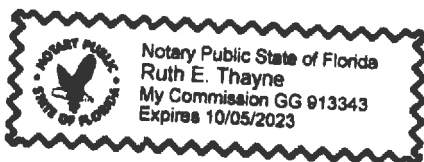
By: Robin L. Fenwick
Robin L. Fenwick, MMC, City Clerk

Ruth E. Thayne
Printed Name: RUTH E. THAYNE

Date: 12/27/19

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 27 day of Dec, 2019, 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.



Ruth E. Thayne
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:
RUTH E. THAYNE

Executive Summary of Dental Coverage
City of Port Orange
January 1, 2020 - December 31, 2020

Vendor	MetLife
Network:	MetLife
Plan Name:	PPO
Plan Details	Network
Coinsurance Percentage (Preventive Basic Major Ortho):	100% 100% 50% 50%
Deductible (Family Maximum):	\$75
Deductible Waived for Preventive:	Yes
Calendar Year Maximum:	\$2,500
Orthodontic Lifetime Maximum:	\$1,000
Included Adult Ortho:	Yes
Dental Services	Benefit Level
Routine Exam & Cleaning:	Preventive
Fluoride Treatment:	Preventive
X-Ray (Bitewings):	Preventive
X-Ray (Full Mouth):	Preventive
Sealants:	Preventive
Fillings:	Basic
Oral Surgery (Simple):	Basic
Oral Surgery (Complex):	Basic
Root Canal Therapy:	Basic
Periodontal Scaling:	Basic
Periodontal Surgery:	Major
Crowns:	Major
Bridges:	Major
Dentures:	Major
Implants:	Major
Non-Network Details	Non-Network
Coinsurance Percentage (Preventive Basic Major Ortho):	100% 90% 50% 50%
Deductible (Family Maximum):	\$75
Deductible Waived for Preventive:	Yes
Calendar Year Maximum:	\$1,500
Percent of UCR:	90th
Waiting Periods:	None
Late Entrant Penalties:	Not permitted
Allows Annual Open Enrollment:	Yes
Included Rollover:	No
Employer Contribution:	Contributory
Participation Requirement:	84%
Rate Guarantee:	1 Year (1/1/20-12/31/20)
Plan Rates Current Enrollment	Current Renewal Revised
Employee:	\$30.98
Family:	\$84.05
Total:	\$24,480
Estimated Monthly Premiums:	\$25,949
Estimated Annual Premiums:	\$311,387
PEPY	\$673
Rate Change from Current (%):	6.0%
Rate Change from Current (\$):	\$17,626

Notes:

EXHIBIT "1"

Executive Summary of Group Life & AD&D Coverage

City of Port Orange

January 1, 2020 - December 31, 2020

Basic Life:

20,150,000

AD&D:

20,150,000

Current	Renewal
---------	---------

Vendor	MetLife		
Class Definition Plan Details:	Benefit	Maximum	Guarantee Issue
Class 1: All Other Employees	1x's Salary	\$140,000	\$140,000
Class 2: City Council Members	1.5x's Salary	\$140,000	\$140,000
Class 3: Directors	2x's Salary	\$250,000	\$250,000
Class 4: Attorneys & City Managers	3x's Salary	\$300,000	\$300,000
Reduction Schedule:	50% at age 70		
Waiver of Premium:	Included		
Conversion:	Included		
Accelerated Death Benefit:	Included		
Seatbelt/Safe Driver Benefit:	Included		
Current Enrollment:	100%		
Employer Contribution:	100%		
Participation Requirement:	2 Years (1/1/20-12/31/21)		
Rate Guarantee:			
Plan Rates	Current	Renewal	
Basic Life	\$0.150	\$0.173	
AD&D	\$0.034	\$0.034	
Estimated Monthly Premiums:	\$3,708	\$4,171	
Estimated Annual Premiums:	\$44,491	\$50,053	
Rate Change from Current (%):		12.5%	
Rate Change from Current (\$):		\$5,561	

Notes:

EXHIBIT "1"

Executive Summary of Vision Coverage
City of Port Orange
January 1, 2020 - December 31, 2020

Vendor	MetLife
Network	MetLife
Plan Name	M130D
Copays	Network
Exam:	\$10
Materials:	\$25
Contact Fitting & Follow-up:	\$60
Frequencies	
Exams:	12 months
Lenses:	12 months
Frames:	24 months
Contacts:	12 months
Allowances	
Frames:	\$130 (20% off balance)
Contact (Elective):	\$130
Contact (Medically Necessary):	Covered in Full
Non-Network Details	Non-Network
Exam:	up to \$45
Single Vision:	up to \$30
Bifocal:	up to \$50
Trifocal:	up to \$65
Frames:	up to \$70
Contact (Elective):	up to \$105
Contact (Medically Necessary):	up to \$210
Employer Contribution:	0%
Participation Requirement:	58%
Rate Guarantee:	2 Years (1/1/20-12/31/21)
Plan Rates Current Enrollment	
Employee:	180
Employee + 1:	64
Family:	66
Total:	310
Estimated Monthly Premiums:	\$2,782
Estimated Annual Premiums:	\$33,381
PEPY	\$108
Rate Change from Current (%):	0.0%
Rate Change from Current (\$):	\$0

Notes:

EXHIBIT "1"



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/5/2021

Consent item: Yes

SUBJECT: (C11c) Approval of Agreement with Florida Health Care Plans for Employee Health Insurance

DEPARTMENT: Administrative Services

GOAL: Organizational Excellence

RECOMMENDED MOTION: Move to approve standard services agreement and expenditure authority for Florida Health Care Plans employee health insurance.

SUMMARY: Florida Health Care Plans is currently the provider of employee health insurance benefits. The City has partnered with Brown & Brown Inc. to secure a 2% overall **decrease** in premium rates for calendar year 2022. This represents an overall savings of approximately \$64,000 to the City.

This is an exempt purchase per City of Port Orange Ordinance 2-267(b)(16) Bidding Requirements, Insurance coverage. The City has contracted with Brown & Brown Inc. to use their knowledge and leverage in the insurance industry to survey the market when appropriate and assist the City in obtaining the best renewal possible from the carrier. This is the first time in the past 15 years that the City has received a decrease in premiums.

Project No.: N/A Funding Account No.: Life and Health Insurance

Presenter: Heather Carrizales

ATTACHMENTS:

1.	Florida Health Care Plan Inc Standard Contract for Services	Florida Health Care Plan Inc Standard Contract for Services.pdf
2.	Brown & Brown Renewal Quote-FHCP 2022	Brown & Brown Renewal Quote-FHCP 2022.pdf
3.	T10 CLASSIC HMO SUMMARY OF BENEFITS & COVERAGE	T10 CLASSIC HMO SUMMARY OF BENEFITS & COVERAGE.PDF
4.	T38 BALANCE HMO SUMMARY OF BENEFITS & COVERAGE	T38 BALANCE HMO SUMMARY OF BENEFITS & COVERAGE.PDF
5.	T96 HDHP SUMMARY OF BENEFITS & COVERAGE	T96 HDHP SUMMARY OF BENEFITS & COVERAGE.PDF

6.	City of Port Orange 2022	City of Port Orange 2022.pdf
Heather Carrizales	Created/Initiated - 9/13/2021	
Heather Carrizales	Approved - 9/15/2021	
Lupe Reyna-Coffin	Approved - 9/15/2021	
Robin Hayes	Approved - 9/20/2021	
Matthew Jones	Approved - 9/23/2021	
Wayne Clark	Approved - 9/23/2021	
Robin Fenwick	Final Approval - 9/24/2021	



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 **FLORIDA HEALTH CARE PLAN, INC.**, a Florida corporation whose principal address is 1340 Ridgewood Avenue, Holly Hill, Florida 32117 ("Contractor"). The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

- (a) The Contractor hereby agrees to provide the City of Port Orange with Employee Group Health and Welfare Insurance Benefits, as more specifically described in Exhibit "1" and made a part hereof by reference and shall constitute the formal written contract between the City and Contractor.

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

Term: The term of this Contract shall commence on January 1, 2022 and shall continue until December 31, 2022 (the "Term").

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 the Purchase Order(s) or Notice to Proceed issued hereunder.

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

2. City Obligations. In return for the services identified above, the City agrees to compensate Contractor monthly at the prices set forth in Exhibit "1." Actual premium may vary based on total number of insureds. The City's obligation to pay Contractor under this Contract shall not exceed the appropriated budget for the 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 Human Resources Manager, Heather Carrizales 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 22 of this contract concerning disputes.

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

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

8. Examination of Records

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

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

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

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

(a) Keep and maintain public records required by the City to perform the service.

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

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

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

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

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

10. Termination for Non-Appropriation of Funds

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

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

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

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A-" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Contractor shall not commence work under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing the required insurance. Insurer shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City no later than 10 days after non-payment. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages.

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

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

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

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

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

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

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

14. Modifications or Changes to this Contract

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

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

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

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

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

16. Warranties. Contractor warrants that (1) the supplies to be provided to the City pursuant to this Contract are fit and sufficient for the purpose intended; (2) the supplies are merchantable, of good quality, and free from defects,

whether patent or latent, in material or workmanship, and (3) the supplies sold to the City pursuant to this Contract conform to the standards required by this Contract.

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

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

18. Inspection

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

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

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

19. Liability for Loss or Damage.

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

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

(a) Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, marital status, age or national origin, except where such is a bona-fide occupational

qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Contractor agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

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

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

21. Disputes. The 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, CMC. 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: Heather Carrizales, Human Resources Manager
1000 City Center Circle
Port Orange, FL 32129
(386) 506-5561

Contractor: Florida Health Care Plan, Inc.
Attention: L. Melanie Ruel, CFO
1340 Ridgewood Avenue
Holly Hill, Florida 32117
(386) 676-7100 – Telephone
E-Mail: David.Miller2@bcbsfl.com

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

27. Contract Construction

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

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

[Remainder of this page intentionally left blank]

Witnesses:

FLORIDA HEALTH CARE PLAN, INC.

Printed Name: _____

By: _____

L. Melanie Ruel, CFO

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

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this ____ day of _____, 2021, by L. Melanie Ruel, as CFO of Florida Health Care Plan, Inc., 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”

Contractor's Quote

Consisting of 1 Page

CONTRACT INFORMATION PAGE

Employer Name: CITY OF PORT ORANGE

Group Number(s): 075

Group Plan(s): HMO'S & HDHP-HSA

Group Effective Date: 02/01/1976

Applicable Options:

☐ Vision Rider

☐ Dental Rider

☒ Pharmacy Rider \$3/10/30/55

☒ COBRA Coverage

☒ WFW 01/01/2012 Co-pay \$10.00
effective

☒ Gym Access Wellness Rider effective 07/01/2015

Contract Anniversary Date: 01/01/2022 - 12/31/2022

Eligibility Exceptions: Terminate Dep who turn 30 at End of Birth Month

Waiting Period: First of the month following 30 days of eligible employment.

Rate Schedule

Group Plan	HMO T10	HMO T38	HDHP-HSA T96	
Rx & Rx Code	\$3/10/30/55 RX(G4)	\$3/10/30/55 RX(G5)	RX After DED (G7)	
Single	\$710.42	\$583.47	\$480.16	
SP w/ any # Children	\$1,254.61	\$1,030.41	\$847.97	
Couple	\$1,254.61	\$1,030.41	\$847.97	
Family	\$1,538.77	\$1,263.80	\$1,040.03	

Florida Health Care Plan, Inc. (hereinafter called FHCP) agrees to provide the health care services described under the provisions of this Group Insurance Contract (herein called the Contract) and the FHCP Group Member Handbook (which by reference thereto is made a part thereof) for all Covered Employees of the Employer and their covered dependents. The provision of services is subject to all of the terms on this page, those that follow, and the FHCP Group Member Handbook, including any limitations, restrictions or exclusions, as well as any amendments made a part of this Contract.

The Employer may act on behalf of all eligible employees and dependents. Every act by, agreement made with, or notice given to the Employer will be binding on all Covered Employees and Covered Dependents.

The contract is issued in consideration of the application of the Employer and payment of subscription fees in advance by the Employer at FHCP's Holly Hill Facility. This Contract is effective on the Contract Anniversary Date shown above. The first subscription fees cover the period starting on the Contract Anniversary Date.

Signed for Florida Health Care Plan, Inc., at its facility in Holly Hill, Florida to take effect on the Contract Anniversary Date for delivery in the State of Florida.

BY:

L. Melanie Ruel
CFO
Florida Health Care Plans, Inc.

9-15-21

Jenevieve Ferreira

Witness

Date: Renewal 2022

BY:

Name : Wayne Clark
Title: City Manager
Group Name: City of Port Orange

Witness

Date: _____



**A Proposal of Employee Benefits
Coverage and Services**

City of Port Orange

Jessica Scott
Sr. Vice President

Theresa Muscovitz
Sr. Account Manager

Brenda Thurston, GBDS, AIAM
Sr. Brokerage Analyst

Proposal Date: September 2, 2021

Effective Date: January 1, 2022

Brown & Brown

Brown & Brown is one of the largest and most respected independent insurance intermediaries in the nation, with over 70 years of continuous service. The Company is ranked as the sixth largest such organization in the United States by Business Insurance magazine.

Brown & Brown's clientele is as diverse as the American economy itself. There is hardly a business, industrial or professional insurance situation that has not presented itself to Brown & Brown including: Health/Medical, Retail, Construction, Marine, Transportation, e-Commerce, High Technology, Financial, Legal, Agricultural, Colleges and Universities, Golf Courses and Country Clubs, Governmental Entities, General Aviation, Hospitals, Hotels, Motels, Resorts, Manufacturing, Medical Care Facilities, Museums, Nursing Homes, Restaurants, Religious Institutions, Schools and many more.

Employee Benefits is just one area of expertise we can provide. Our benefit programs include Medical, Dental, Vision, Cobra, Life, Disability and Section 125 pre-tax reimbursement accounts just to name a few. We are able to provide fully insured programs for employers of all sizes and self-funded programs to meet the special needs of employers interested in that type of arrangement. In addition to providing the insurance programs, we assist in the design, cost-containment, management and development of your employee benefit package.

All Employee Benefit clients are assigned an "In House" service representative to assist with Billing, Claims, Eligibility, Enrollment, or any other issues or questions that arise.

For our clients that opt for self-insured programs, we not only provide the mentioned above, but also supply detailed reports to help you monitor your program closely. We also place the reinsurance, help design a plan to meet your needs and work closely with you and the Third Party administrator during the implementation as well as throughout the year to ensure the plan operates smoothly.

As for property and casualty, Brown & Brown is a recognized leader in the area of professional liability, governmental and municipal insurance programs, pollutions liability and many other specialized areas of risk. All property and casualty clients are assigned an "In-House" service representative along with a claims analyst to assist with daily issues, along with some of the best marketing representatives to search for the most competitive products and services our clients desire.

Commitment to Our Clients

The Employee Benefits Division at Brown & Brown of Florida, Inc. is focused on providing you with the best products at the most competitive rates possible. We ensure a very high level of customer service by remaining involved with you after the plan's effective date.

In addition to the Brown & Brown of Florida, Inc. Account Executive, all clients are assigned a team of dedicated service and marketing professionals committed to fast, efficient and friendly service during plan renewal and every other day of the year.

- We provide assistance with carriers to resolve any issues concerning policy administration, claims and billing.
- We provide expertise in designing, analyzing, and maintaining an employee benefits program that will help you attract and retain quality employees.
- We provide timely guidance on local and national trends in employee benefits and in the carrier marketplace.

As part of the 6th largest insurance broker in the country (as determined by Business Insurance magazine) we have the resources to partner with clients of all sizes and industries to maximize benefits and contain costs.

The Employee Benefits Division in Daytona Beach, FL is fully automated and highly efficient in marketing plan renewals and new business. We have access to all local and national carriers, third party administrators, and other specialists in the employee benefits industry including:

Medical · Dental · Vision · Life · Disability Plans · Cafeteria Plans · 401(k) Plans · Self-funded and Partially Self-funded arrangements · Employee Assistance Programs · Voluntary (employee-paid) Long-Term Disability, Short-Term Disability, Dental and Accident & Sickness plans.

Phone

(800) 877-2769

(386) 252-9601

Address

Brown & Brown of Florida, Inc.
300 North Beach Street
Daytona Beach, FL 32114

Website

www.bbinsurance.com

NYSE Listed: BRO

Disclaimer Information

The analysis of the following plans is a summary. You must refer to the contract and plan description for a full list of coverages and exclusions. In some instances broader coverage may be available. The rates and benefits in this proposal are based upon underwriting factors which included, but are not limited to, the census provided, the effective date shown, the status of employees/dependents (i.e. actively at work, COBRA, FMLA), final enrollment, etc. If any of the aforementioned changes prior to the proposed effective date, the final provisions, including rates, for these plans may vary or result in the proposed plan to be withdrawn. The rates shown are not guaranteed. Executive summaries are created by Brown & Brown of Florida, Inc. and neither the carrier nor Brown & Brown of Florida, Inc. will be held responsible for typographical or clerical errors. This proposal may not be a complete listing of all available benefit options. Different benefit levels may be available. This proposal is the proprietary work product of Brown and Brown of Florida, Inc. and is not authorized for further use or distribution. All insurance carriers have their own operating procedures. A change in carrier could affect certain benefits and coverage.

Brown and Brown of Florida, Inc. representatives are available to explain any items presented. It is assumed that the recipients of this proposal will seek an explanation of any items that may be in question. If coverage is moving to another carrier, please do not cancel your in force coverage until advised by Brown and Brown of Florida, Inc. Most carriers require a minimum of 30 days written notice to cancel coverage. Please check your policy contracts to be sure you meet the terms of your carrier cancellation provision and avoid duplicate coverage. The network provider/facility lists obtained via paper directories or carrier websites may contain providers and facilities that are no longer participating in the insurance carriers' networks. We cannot be responsible for any changes to the provider/facility listings that are not reflected. To ensure that a specific provider or facility is still participating in the provider's preferred network, we recommend contacting the provider/facility directly. For a current list, you may look on the Internet or call the toll-free number provided in each of the directories. Brown & Brown representatives may from time to time provide guidance regarding certain legal requirements affecting health plans, including the requirements of federal and state health care reform legislation. Such guidance is based on good-faith interpretation of laws and regulations currently in effect, and is not intended to be a substitute for legal advice. Employers should contact their own legal counsel for advice for legal requirements.

Failure to adhere to provisions of the Affordable Care Act (such as pay-or-pay, employer reporting requirements, benefit mandates, etc.) may result in significant fees and penalties to the employer. For a more comprehensive explanation of what fees and penalties may apply to you, you may contact your Brown and Brown of Florida, Inc. representative at any time. You are required to comply with Health Care Reform's Summary of Benefits & Coverage (SBC) distribution guidelines, which include requirements for SBC distribution at the plan renewal date. If an employee must enroll to continue coverage, the SBD must be provided when open enrollment materials are distributed. If enrollment materials are not distributed, employees must receive an SBC by the first day they are eligible to enroll. For insured plans, if coverage continues automatically for the new year, the SBC must be provided at least 30 days before the beginning of the new plan year. If the policy is not issued by that date, the SBC must be provided within seven business days once the information is available. Please refer to the Department of Health & Human Services' (HHS) official guidance for complete details regarding renewal and other SBC distribution guidelines.

Compensation: In addition to the commissions or fees received by us for assistance with the placement, servicing, claims handling, or renewal of your insurance coverage's, other parties, such as excess and surplus lines broker, wholesale brokers, reinsurance intermediaries, underwriting managers, and similar parties, some of which may be owned in whole or in part by Brown & Brown, Inc. may also receive compensation for their role in providing insurance products or services to you pursuant to their separate contracts with insurance or reinsurance carriers. That compensation is derived from your premium payments. Additionally, it is possible that we, or our corporate parents or affiliates, may receive contingent payments or allowances from insurers based on factors which are not client-specific, such as the performance and/or size of an overall book of business produced with an insurer. We generally do not know if such a contingent payment will be made by a particular insurer, or the amount of any such contingent payment, until the underwriting year is closed. That compensation is partially derived from your premium dollars, after being combined (or "pooled") with the premium dollars other insured that have purchased similar types of coverage. We may also receive invitations to programs sponsored and paid for by the insurance carriers to inform brokers regarding their products and services, including possible participation in company-sponsored events such as trips, seminars, and advisory council meetings, based upon the total volume of business placed with the carrier you select. We may, on occasion, receive loans or credit from insurance companies. Additionally, in the ordinary course of our business, we may receive and retain interest on premiums you pay from the date we receive them until the date of premiums are remitted to the insurance company or intermediary. In the event that we assist with placement and other details of arranging for the financing of your insurance premium, we may also receive a fee from the premium finance company.

Questions and Information Request:

Should you have any questions, or require additional information, please contact this office at 1-800-877-2769 or, if you prefer, submit your question or request online at <http://www.bbinsurance.com/customerinquiry.shtml>.

CURRENT GUIDE TO BEST'S RATINGS

Best's Rating:

Represents an opinion based on a company's financial strength, operating performance and market profile

Secure Best's Ratings: A++ to B+ (Superior to Good)

Vulnerable Best's Ratings: B to D (Fair to Poor)

Outlooks:

Positive = indicates possible rating upgrade due to favorable financial/market trend relative to the current rating level.

Not Rated Companies:

NR = Companies that are not rated by A.M. Best

Rating Modifiers:

u = Under Review (change in financial condition)

pd = Public Data (Insurers do not subscribe to Best's rating process)

s = Syndicate (operating at Lloyds)

Financial Size Categories:

Reflects the company's size based on its capital surplus and conditional reserve funds in millions of U.S. dollars, using the scale below:

FSC I	less than 1	less than 1 mill	FSC IX	250 to 500
FSC II	1 to 2	1 to 2	FSC X	500 to 750
FSC III	2 to 5	2 to 5	FSC XI	750 to 1,000
FSC IV	5 to 10	5 to 10	FSC XII	1,000 to 1,250
FSC V	10 to 25	10 to 25	FSC XIII	1,250 to 1,500
FSC VI	25 to 50	25 to 50	FSC XIV	1,500 to 2,000
FSC VII	50 to 100	50 to 100	FSC XV	greater than 2,000
FSC VIII	100 to 250	100 to 250	" -- "	unknown / not rated

A.M. BEST'S INSURANCE RATINGS & CARRIER WEBSITES

The insurance company providing coverage has the following A.M. Best Financial Rating:

A++ to D = Highest to Lowest Rating

XV to I = Largest to Smallest Rating

Not Rated Companies:

NR = Not rated by A.M. Best

Carrier Name			Web Address	Provider Directory
	Best's Rating for Stability	FSC Rating for Assets/ Surplus		
Florida Health Care Plan Inc.	A+	XV	www.fhcp.com	Yes
Metropolitan Life Insurance Company	A+	XV	www.metlife.com	Yes

NOTICE OF CARRIER FINANCIAL STATUS

Brown & Brown makes every attempt to place coverage with carriers rated A- or better* through AM Best (www.ambest.com), a national credit rating agency with a specific focus on the insurance industry. Because an AM Best rating is not required by the various state departments of insurance, there are many carriers in the Employee Benefits industry that elect not to participate in AM Best's rating process for various reasons. Therefore, Brown & Brown periodically places coverage with carriers rated less than A- or non-rated by AM Best.

Please be advised that Brown & Brown does monitor carriers rated less than A- or non-rated on an ongoing basis. However, because Brown & Brown cannot certify the financial soundness or stability of any insurance company or alternative risk transfer entity, or otherwise predict whether the financial condition of a company might improve or deteriorate, we encourage you to review the financial information for each carrier at AM Best's website (www.ambest.com), a state department of insurance website, the applicable carrier website and/or with your accountant, legal counsel and other advisors.

If you need assistance identifying the applicable issuing carriers for your current coverage, renewal coverage, or the coverage options being presented to you, please feel free to contact us at 386-252-9601 for assistance. Alternative quotes with an A- or better rated carrier may also be available upon your request.

FEDERAL COMPLIANCE WARNING

Summary Plan Descriptions (SPDs) Must Be Distributed to Your Plan Participants

The Problem

ERISA (the federal Employee Retirement Income Security Act) requires employers who are plan administrators of their group health plans to comply with 2 important requirements or risk potential penalties and possible audits:

1. Maintain and distribute Summary Plan Descriptions (SPDs) to plan participants which accurately reflect the contents of the plan and which include specific information as required under federal law.

2. Group health plans must be administered in accordance with a written Plan Document which must be made available to plan participants and beneficiaries upon request.

Many companies mistakenly assume that insurance contracts, certificates of insurance and benefits summaries fulfill the ERISA requirements for an SPD and Plan Document--but they don't include the required or recommended provisions that protect the plan and the employer.

Penalties for Non-Compliance

Employers/plan administrators may be liable for serious penalties if they don't provide an SPD or have a current Plan Document:

- Failure to provide an SPD or Plan Document within 30 days of receiving a request from a plan participant or beneficiary can result in a penalty of up to \$110/day per participant or beneficiary for each violation.
- Lack of an SPD could trigger a plan audit by the U.S. Department of Labor (DOL).
- The DOL has increased its audit staff and national enforcement initiatives to investigate employers' compliance with Health Care Reform, resulting in companies of all sizes being audited and being required to provide an SPD and Plan Document.

The Solution

Typically, the cost to develop an SPD and Plan Document can be very expensive--but we have solved this problem with a sophisticated system developed together with a major ERISA law firm that makes it easy and economical to comply with federal requirements.

Brown & Brown Daytona Beach Retail will provide you with a Wrap SPD and Wrap Plan Document which are designed to wrap around existing certificates of insurance and benefit plan booklets to provide the required provisions and information necessary to comply with ERISA. To be compliant, the Wrap SPD and accompanying benefit plan component documents must be distributed to plan participants. Our document compliance solution includes the following benefits:

- Customized Wrap SPD and Wrap Plan Document that provide the required ERISA provisions and information that will help you achieve compliance.
- Distribution guidelines that explain how and when to provide these compliance documents to your plan participants.
- The ability to keep your documents current and updated should the federal government issue new amendments or if plan information needs to be changed.

PCP Plan Documents—IRS Requirement [NOTE: Only include this paragraph if applicable.]

A Premium Conversion Plan (PCP) is a type of cafeteria plan under Internal Revenue Code Section 125. It provides employees with an opportunity to make their required employee contributions for certain benefits on a pre-tax basis. Under the Code, a PCP must have a written plan document. If you provide this type of benefit to your employees and your business is audited by the IRS, this is one of the documents they will probably request. As part of our services, we can generate a PCP Plan Document and SPD to help you avoid adverse consequences in the event of an IRS audit.

Cost:

- ERISA Wrap Document & Summary Plan Description - \$150
- Cafeteria Plan/Premium Conversion Plan - \$50
- Updates/Summary of Material Modification - \$100

Executive Summary of Medical & Prescription Drug Coverage

City of Port Orange

January 1, 2022 - December 31, 2022

Current Renewal Revised														
Vendor		Florida Healthcare				Florida Healthcare				Florida Healthcare				
Plan Name		FHC T10				FHC T38				FHC T96				
Plan Type		HMO				HMO				POS HSA				
Plan Details		Network				Network				Network				
		Single		Family		Single		Family		Single		Family		
Plan Deductible		\$0		\$0		\$500		\$1,000		\$1,400		\$2,800		
Embedded Deductible:		N/A				Yes				No				
Calendar or Policy Year:		Calendar				Calendar				Calendar				
Coinsurance:		15%				20%				20%				
Maximum Out-of-Pocket:		\$3,000		\$6,000		\$4,000		\$8,000		\$5,000		\$5,000		
(Includes Deductible, Copay, Rx)		Yes				Yes				Yes				
Physician Services														
Office Visit:		\$20				\$25				Deductible + Coinsurance				
Specialist:		\$35				\$50				Deductible + Coinsurance				
Chiropractic:		\$15				\$25				Deductible + Coinsurance				
Telemedicine:		\$10 PCP / \$30 Specialist				\$10 PCP / \$30 Specialist				Ded + \$10 PCP / Ded + \$30 Specialist				
Hospital / Emergency Services														
Inpatient Hospital Per Admission:		\$200				Deductible + Coinsurance				Deductible + Coinsurance				
Emergency Room:		\$100				\$350				Deductible + Coinsurance				
Urgent Care:		\$60				\$100				Deductible + Coinsurance				
Outpatient Surgical Facility:		\$100				Deductible + Coinsurance				Deductible + Coinsurance				
Ambulatory Surgery Center:		\$100				Deductible + Coinsurance				Deductible + Coinsurance				
Diagnostic Services (Independent Facility)														
Lab & X-Ray Outpatient:		\$0				\$0				Deductible + Coinsurance				
Advanced Imaging Services (MRI, MRA, PET, CT):		\$0				Deductible + Coinsurance				Deductible + Coinsurance				
Prescription Drug														
Deductible:		N/A				N/A				Calendar Year Deductible				
Prescription Tier		\$3 \$10 \$30 \$55 15% 25%				\$3 \$10 \$30 \$55 15% 25%				\$3 \$10 \$30 \$55 15% 25%				
Walgreens Tier		\$15 \$35 \$60				\$15 \$35 \$60				\$15 \$35 \$60				
Mail Order Prescription (90 Day Supply):		\$6 \$27 \$87 \$162				\$6 \$27 \$87 \$162				\$6 \$27 \$87 \$162				
Non-Network Plan Details		Non-Network				Non-Network				Non-Network				
Plan Deductible		N/A				N/A				\$2,800		\$5,600		
Coinsurance:		N/A				N/A				40%				
Maximum Out-of-Pocket:		N/A				N/A				\$10,000		\$10,000		
Per Occurrence Deductible (Inpatient/Outpatient):		N/A				N/A				N/A				
Plan Rates Current Enrollment		Current		Renewal		Revised				Current		Renewal		Revised
Employee:	128	\$724.91	\$775.65	\$710.42	139	\$595.39	\$637.07	\$583.47	41	\$489.95	\$524.25	\$480.16		
Employee + Spouse:	23	\$1,280.20	\$1,369.81	\$1,254.61	9	\$1,051.46	\$1,125.06	\$1,030.41	12	\$865.26	\$925.83	\$847.97		
Employee + Child(ren):	9	\$1,280.20	\$1,369.81	\$1,254.61	11	\$1,051.46	\$1,125.06	\$1,030.41	7	\$865.26	\$925.83	\$847.97		
Family:	16	\$1,570.16	\$1,680.07	\$1,538.77	20	\$1,289.61	\$1,379.88	\$1,263.80	14	\$1,061.24	\$1,135.53	\$1,040.03		
Estimated Monthly Premiums:	176	\$158,877	\$169,999	\$155,702	179	\$129,581	\$138,651	\$126,987	74	\$51,385	\$54,982	\$50,358		
Estimated Annual Premiums:		\$1,906,529	\$2,039,986	\$1,868,419		\$1,554,967	\$1,663,815	\$1,523,838		\$616,623	\$659,787	\$604,301		
Rate Change from Current (%):		7.0%		-2.0%		7.0%		-2.0%		7.0%		-2.0%		
		Current		Renewal		Revised								
Estimated Grand Total Annual Premiums:		\$4,078,120	\$4,363,588	\$3,996,558										
PEPY		\$9,506	\$10,172	\$9,316										
Rate Change from Current (%):		7.0%		-2.0%										
Rate Change from Current (\$):		\$285,468		-\$81,561										

Rates subject to final enrollment and underwriting



Summary of Benefits and Coverage: What this Plan Covers & What You Pay for Covered Services

Coverage for: Individual and/or Family | **Plan Type:** HMO



The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. **NOTE:** Information about the cost of this plan (called the premium) will be provided separately.

This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage,

<http://www.fhcp.com/documents/coc/2021-large-group.pdf>. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, other underlined terms see the Glossary. You can view the Glossary at www.fhcp.com or call 1-877-615-4022 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall <u>deductible</u> ?	<u>Network providers</u> : \$0. <u>Out-of-network providers</u> : Not covered	See the Common Medical Events chart below for your costs for services this <u>plan</u> covers.
Are there services covered before you meet your <u>deductible</u> ?	Not Applicable.	This <u>plan</u> does not have a <u>deductible</u> .
Are there other <u>deductibles</u> for specific services?	No.	You don't have to meet <u>deductibles</u> for specific services.
What is the <u>out-of-pocket limit</u> for this <u>plan</u> ?	<u>Network providers</u> : \$3,000 Individual / \$6,000 Family <u>Out-of-network providers</u> : Not covered	The <u>out-of-pocket limit</u> is the most you could pay in a year for covered services. If you have other family members in this <u>plan</u> , they have to meet their own <u>out-of-pocket limits</u> until the overall family <u>out-of-pocket limit</u> has been met.
What is not included in the <u>out-of-pocket limit</u> ?	<u>Premiums</u> , <u>balance-billing</u> charges, and health care this <u>plan</u> doesn't cover.	Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
Will you pay less if you use a <u>network provider</u> ?	Yes. See www.fhcp.com/find-providers/physician or call 1-877-615-4022 for a list of <u>network providers</u> .	This <u>plan</u> uses a provider <u>network</u> . You will pay less if you use a <u>provider</u> in the plan's <u>network</u> . You will pay the most if you use an <u>out-of-network provider</u> , and you might receive a bill from a <u>provider</u> for the difference between the provider's charge and what your <u>plan</u> pays (<u>balance billing</u>).
Do you need a <u>referral</u> to see a <u>specialist</u> ?	Yes.	This <u>plan</u> will pay some or all of the costs to see a <u>specialist</u> for covered services but only if you have a <u>referral</u> before you see the <u>specialist</u> .

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care <u>provider's</u> office or clinic	Primary care visit to treat an injury or illness	\$20 <u>Copay</u> /Visit	Not Covered	Additional <u>cost share</u> may apply for Allergy shots, Injections and Infusions.
	<u>Specialist</u> visit	\$35 <u>Copay</u> /Visit	Not Covered	Additional <u>cost share</u> may apply for Allergy shots, Injections and Infusions.
	<u>Preventive care/screening/immunization</u>	No Charge	Not Covered	<u>Preventive</u> Colonoscopy (age 50+) 1 every 10 years. High Risk Colonoscopy 1 every 2 years. You may have to pay for services that aren't <u>preventive</u> . Ask your <u>provider</u> if the services needed are <u>preventive</u> . Then check what your <u>plan</u> will pay for.
If you have a test	<u>Diagnostic test</u> (x-ray, blood work)	No Charge	Not Covered	Tests in hospitals, or facilities owned and operated by hospitals, may have higher cost share.
	Imaging (CT/PET scans, MRIs)	No Charge	Not Covered	Tests in hospitals, or facilities owned and operated by hospitals, may have higher cost share. Prior approval required. Your benefits / services may be denied.

For more information about limitations and exceptions, see the plan or policy document at <http://www.fhcp.com/documents/coc/2021-large-group.pdf>

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at https://fm.formularynavigator.com/FBO/126/2021_NGF_Formulary.pdf	Generic drugs	Retail: \$3 <u>Copay</u> per <u>prescription</u> for Preferred at FHCP / Mail Order: \$6 <u>Copay</u> per <u>prescription</u> for Preferred / Retail: \$10 <u>Copay</u> per <u>prescription</u> for Non-Preferred at FHCP / Mail Order: \$27 <u>Copay</u> per <u>prescription</u> for Non-Preferred / Retail: \$15 <u>Copay</u> per <u>prescription</u> at Walgreen's.	Not Covered	Covers up to 31 day supply at retail pharmacy, and up to 93 day supply for mail order.
	Preferred brand drugs	Retail: \$30 <u>Copay</u> per <u>prescription</u> at FHCP / Mail Order: \$87 <u>Copay</u> per <u>prescription</u> / Retail: \$35 <u>Copay</u> per <u>prescription</u> at Walgreen's.	Not Covered	Covers up to 31 day supply at retail pharmacy, and up to 93 day supply for mail order.
	Non-preferred brand drugs	Retail: \$55 <u>Copay</u> per <u>prescription</u> at FHCP / Mail Order: \$162 <u>Copay</u> per <u>prescription</u> / Retail: \$60 <u>Copay</u> per <u>prescription</u> at Walgreen's.	Not Covered	Covers up to 31 day supply at retail pharmacy, and up to 93 day supply for mail order.
	Specialty drugs	Retail: 15% <u>Coinsurance</u> for Preferred Specialty at FHCP. 25% <u>Coinsurance</u> for Non-Preferred Specialty at FHCP.	Not Covered	Available at FHCP pharmacies only.
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	\$100 <u>Copay</u>	Not Covered	Pre-certification/pre-authorization of coverage required for non-emergency outpatient surgical care. Your benefits / services may be denied.
	Physician/surgeon fees	No Charge	Not Covered	Prior approval required. Your benefits / services may be denied.
If you need	Emergency room care	\$100 <u>Copay</u> /Visit	\$100 <u>Copay</u> /Visit	Waived if admitted.

For more information about limitations and exceptions, see the plan or policy document at <http://www.fhcp.com/documents/coc/2021-large-group.pdf>

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
immediate medical attention	Emergency medical transportation	\$100 <u>Copay</u> /Transport	\$100 <u>Copay</u> /Transport	—————none—————
	Urgent care	\$60 <u>Copay</u> /Visit	\$60 <u>Copay</u> /Visit	—————none—————
If you have a hospital stay	Facility fee (e.g., hospital room)	\$200 <u>Copay</u> /Admission	Not Covered	Pre-certification/pre-authorization of coverage required for non-emergency admissions. Your benefits / services may be denied.
	Physician/surgeon fees	No Charge	Not Covered	—————none—————
If you need mental health, behavioral health, or substance abuse services	Outpatient services	\$35 <u>Copay</u> /Visit	Not Covered	—————none—————
	Inpatient services	\$200 <u>Copay</u> /Admission	Not Covered	Pre-certification/pre-authorization of coverage required for non-emergency admissions. Your benefits / services may be denied.
If you are pregnant	Office visits	\$35 <u>Copay</u> /Visit	Not Covered	Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound.)
	Childbirth/delivery professional services	No Charge	Not Covered	Pre-certification/pre-authorization of coverage required for non-emergency admissions. Your benefits / services may be denied.
	Childbirth/delivery facility services	\$200 <u>Copay</u> /Admission	Not Covered	Pre-certification/pre-authorization of coverage required for non-emergency admissions. Your benefits / services may be denied.
If you need help recovering or have other special health needs	Home health care	\$15 <u>Copay</u> /Visit	Not Covered	Prior approval required. Your benefits / services may be denied. Coverage limited to 60 visits.
	Rehabilitation services	\$15 <u>Copay</u> /Visit	Not Covered	Coverage limited to 20 visits. Includes Physical, Speech, Occupational Therapy
	Habilitation services	Not Covered	Not Covered	
	Skilled nursing care	\$50 <u>Copay</u> /Day	Not Covered	Pre-certification/pre-authorization of

For more information about limitations and exceptions, see the plan or policy document at <http://www.fhcp.com/documents/coc/2021-large-group.pdf>

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
				coverage required. Your benefits / services may be denied. Coverage limited to 20 days.
	Durable medical equipment	15% <u>Coinsurance</u>	Not Covered	Prior approval required. Your benefits / services may be denied. Excludes vehicle modifications, home modifications, exercise, bathroom equipment and replacement of DME due to use/age.
	Hospice services	No Charge	Not Covered	—————none—————
If your child needs dental or eye care	Children's eye exam	Not Covered	Not Covered	
	Children's glasses	Not Covered	Not Covered	
	Children's dental check-up	Not Covered	Not Covered	

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services .)		
• Acupuncture • Cosmetic surgery • Dental care (Adult) • Dental care (Child)	• Habilitation services • Hearing aids • Infertility treatment • Long-term care • Non-emergency care when traveling outside the U.S.	• Private-duty nursing • Routine eye care (Adult) • Routine foot care unless for treatment of diabetes • Weight loss programs
Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)		
• Chiropractic care	• Bariatric surgery	

For more information about limitations and exceptions, see the plan or policy document at <http://www.fhcp.com/documents/coc/2021-large-group.pdf>

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: State Department of Insurance at 1-877-693-5236, the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform or the Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or www.cciio.cms.gov. Other coverage options may be available to you too, including buying individual insurance coverage through the [Health Insurance Marketplace](#). For more information about the [Marketplace](#), visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your [plan](#) for a denial of a [claim](#). This complaint is called a [grievance](#) or [appeal](#). For more information about your rights, look at the explanation of benefits you will receive for that medical [claim](#). Your [plan](#) documents also provide complete information to submit a [claim](#), [appeal](#), or a [grievance](#) for any reason to your [plan](#). For more information about your rights, this notice, or assistance, contact the insurer at 1-877-615-4022. You may also contact your State Department of Insurance at 1-877-693-5236 or the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform. For group health coverage subject to ERISA contact your employee services department. For non-federal governmental group health [plans](#) and church [plans](#) that are group health [plans](#) contact your employee services department. You may also contact the state insurance department at 1-877-693-5236. Additionally, a consumer assistance program can help you file your [appeal](#). Contact U.S. Department of Labor Employee Benefits Security Administration at 1-866-4-USA-DOL (866-487-2365) or www.dol.gov/ebsa/consumer_info_health.html.

Does this plan provide [Minimum Essential Coverage](#)? Yes

[Minimum Essential Coverage](#) generally includes [plans](#), [health insurance](#) available through the [Marketplace](#) or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of [Minimum Essential Coverage](#), you may not be eligible for the [premium tax credit](#).

Does this plan meet [Minimum Value Standards](#)? Yes

If your [plan](#) doesn't meet the [Minimum Value Standards](#), you may be eligible for a [premium tax credit](#) to help you pay for a [plan](#) through the [Marketplace](#).

Language Access Services:

Spanish (Español): Para obtener asistencia en Español, llame al 1-877-615-4022.

Tagalog (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-877-615-4022.

Chinese (中文): 如果需要中文的帮助, 请拨打这个号码1-877-615-4022.

Navajo (Dine): Dinekehgo shika at'ohwol ninisingo, kwijigo holne' 1-877-615-4022.

To see examples of how this [plan](#) might cover costs for a sample medical situation, see the next section.

For more information about limitations and exceptions, see the plan or policy document at <http://www.fhcp.com/documents/coc/2021-large-group.pdf>

About these Coverage Examples:



This is not a cost estimator. Treatments shown are just examples of how this [plan](#) might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your [providers](#) charge, and many other factors. Focus on the [cost sharing](#) amounts ([deductibles](#), [copayments](#) and [coinsurance](#)) and [excluded services](#) under the [plan](#). Use this information to compare the portion of costs you might pay under different health [plans](#). Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby

(9 months of in-network pre-natal care and a hospital delivery)

■ The plan's overall deductible	\$0
■ Specialist copayment	\$35
■ Hospital (facility) copayment	\$200
■ Other copayment	\$0

This **EXAMPLE** event includes services like:

[Specialist](#) office visits (*prenatal care*)
 Childbirth/Delivery Professional Services
 Childbirth/Delivery Facility Services
[Diagnostic tests](#) (*ultrasounds and blood work*)
[Specialist](#) visit (*anesthesia*)

Total Example Cost	\$12,700
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In this example, Peg would pay:

Cost Sharing	
Deductibles	\$0
Copayments	\$200
Coinsurance	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$60
The total Peg would pay is	\$260

Managing Joe's type 2 Diabetes

(a year of routine in-network care of a well-controlled condition)

■ The plan's overall deductible	\$0
■ Specialist copayment	\$35
■ Hospital (facility) copayment	\$200
■ Other coinsurance	15%

This **EXAMPLE** event includes services like:

[Primary care physician](#) office visits (*including disease education*)
[Diagnostic tests](#) (*blood work*)
[Prescription drugs](#)
[Durable medical equipment](#) (*glucose meter*)

Total Example Cost	\$5,600
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In this example, Joe would pay:

Cost Sharing	
Deductibles	\$0
Copayments	\$1,000
Coinsurance	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$20
The total Joe would pay is	\$1,020

Mia's Simple Fracture

(in-network emergency room visit and follow up care)

■ The plan's overall deductible	\$0
■ Specialist copayment	\$35
■ Hospital (facility) copayment	\$200
■ Other copayment	\$100

This **EXAMPLE** event includes services like:

[Emergency room care](#) (*including medical supplies*)
[Diagnostic test](#) (*x-ray*)
[Durable medical equipment](#) (*crutches*)
[Rehabilitation services](#) (*physical therapy*)

Total Example Cost	\$2,800
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In this example, Mia would pay:

Cost Sharing	
Deductibles	\$0
Copayments	\$500
Coinsurance	\$40
<i>What isn't covered</i>	
Limits or exclusions	\$0
The total Mia would pay is	\$540

The [plan](#) would be responsible for the other costs of these EXAMPLE covered services.

Discrimination is Against the Law

Florida Health Care Plans complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. Florida Health Care Plans does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

Florida Health Care Plans:

- Provides free aids and services to people with disabilities to communicate effectively with us, such as:
 - Qualified sign language interpreters
 - Written information in other formats (large print, audio, accessible electronic formats, other formats)
- Provides free language services to people whose primary language is not English, such as:
 - Qualified Interpreters
 - Information written in other languages

If you need these services, contact:

- Florida Health Care Plans : 1-877-615-4022

If you believe that Florida Health Care Plans has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance with: Florida Health Care Plans, Civil Rights Coordinator, 1340 Ridgewood Avenue, Holly Hill, FL 32117. Phone: 1-844-219-6137, TTY: 1-800-955-8770. Fax: 386-676-7149, Email: rights@fhcp.com.

You can file grievance in person or by mail, fax, or email. If you need help filing a grievance, the Civil Rights Coordinator is available to help you.

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at:

U.S. Department of Health and Human Services
200 Independence Avenue, SW
Room 509F, HHH Building
Washington, D.C. 20201
1-800-368-1019, 800-537-7697 (TDD)

Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

ATTENTION: If you speak English, language assistance services, free of charge, are available to you. Call **1-877-615-4022**. (TTY: **1-800-955-8770**)

ATENCIÓN: si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al **1-877-615-4022** (TTY: **1-800-955-8770**).

ATANSYON: Si w pale Kreyòl Ayisyen, gen sèvis èd pou lang ki disponib gratis pou ou. Rele **1-877-615-4022** (TTY: **1-800-955-8770**).

CHÚ Ý: Nếu bạn nói Tiếng Việt, có các dịch vụ hỗ trợ ngôn ngữ miễn phí dành cho bạn. Gọi số **1-877-615-4022** (TTY: **1-800-955-8770**).

ATENÇÃO: Se fala português, encontram-se disponíveis serviços linguísticos, grátis. Ligue para **1-877-615-4022** (TTY: **1-800-955-8770**).

注意：如果您使用繁體中文，您可以免費獲得語言援助服務。請致電 **1-877-615-4022** (TTY: **1-800-955-8770**)

ATTENTION : Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Appelez le **1-877-615-4022** (ATS : **1-800-955-8770**).

PAUNAWA: Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tumawag sa **1-877-615-4022** (TTY: **1-800-955-8770**).

ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните **1-877-615-4022** (телетайп: **1-800-955-8770**).

ملحوظة: إذا كنت تتحدث اذكر اللغة، فإن خدمات المساعدة اللغوية تتوافر لك بالمجان. اتصل برقم **1-877-615-4022** (رقم هاتف الصم والبكم: **1-800-955-8770**).

ATTENZIONE: In caso la lingua parlata sia l'italiano, sono disponibili servizi di assistenza linguistica gratuiti. Chiamare il numero **1-877-615-4022** (TTY: **1-800-955-8770**).

ACHTUNG: Wenn Sie Deutsch sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Rufnummer: **1-877-615-4022** (TTY: **1-800-955-8770**).

주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. **1-877-615-4022** (TTY: **1-800-955-8770**)번으로 전화해 주십시오.

UWAGA: Jeżeli mówisz po polsku, możesz skorzystać z bezpłatnej pomocy językowej. Zadzwoń pod numer **1-877-615-4022** (TTY: **1-800-955-8770**).

સુચના: જો તમે ગુજરાતી બોલતા હો, તો નિઃશુલ્ક ભાષા સહાય સેવાઓ તમારા માટે ઉપલબ્ધ છે. ફોન કરો **1-877-615-4022** (TTY: **1-800-955-8770**).

เรียน: ถ้าคุณพูดภาษาไทยคุณสามารถใช้บริการช่วยเหลือทางภาษาได้ฟรี โทร **1-877-615-4022** (TTY: **1-800-955-8770**).

Summary of Benefits and Coverage: What this Plan Covers & What You Pay for Covered Services

Coverage for: Individual and/or Family | Plan Type: HMO



The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately.

This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage,

<http://www.fhcp.com/documents/coc/2021-large-group.pdf>. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at www.fhcp.com or call 1-877-615-4022 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall <u>deductible</u> ?	<u>Network providers</u> : \$500 Individual/ \$1,000 Family <u>Out-of-network providers</u> : Not covered	Generally, you must pay all of the costs from providers up to the <u>deductible</u> amount before this <u>plan</u> begins to pay. If you have other family members on the <u>plan</u> , each family member must meet their own individual <u>deductible</u> until the total amount of <u>deductible</u> expenses paid by all family members meets the overall family <u>deductible</u> .
Are there services covered before you meet your <u>deductible</u> ?	Yes. <u>Preventive care</u> and services not subject to the deductible	This <u>plan</u> covers some items and services even if you haven't yet met the <u>deductible</u> amount. But a <u>copayment</u> or <u>coinsurance</u> may apply. For example, this <u>plan</u> covers certain <u>preventive</u> services without <u>cost-sharing</u> and before you meet your <u>deductible</u> . See a list of covered <u>preventive</u> services at www.healthcare.gov/coverage/preventive-care-benefits/ .
Are there other <u>deductibles</u> for specific services?	No	You don't have to meet <u>deductibles</u> for specific services.
What is the <u>out-of-pocket limit</u> for this <u>plan</u> ?	<u>Network providers</u> : \$4,000 Individual/ \$8,000 Family <u>Out-of-network providers</u> : Not covered	The <u>out-of-pocket limit</u> is the most you could pay in a year for covered services. If you have other family members in this <u>plan</u> , they have to meet their own <u>out-of-pocket limits</u> until the overall family <u>out-of-pocket limit</u> has been met.
What is not included in the <u>out-of-pocket limit</u> ?	<u>Premiums</u> , <u>balance-billing</u> charges, and health care this <u>plan</u> doesn't cover.	Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
Will you pay less if you use a <u>network provider</u> ?	Yes. See www.fhcp.com/find-providers/physician or call 1-877-615-4022 for a list of <u>network providers</u> .	This <u>plan</u> uses a provider <u>network</u> . You will pay less if you use a <u>provider</u> in the plan's <u>network</u> . You will pay the most if you use an <u>out-of-network provider</u> , and you might receive a bill from a <u>provider</u> for the difference between the provider's charge and what your <u>plan</u> pays (<u>balance billing</u>). Be aware, your <u>network provider</u> might use an <u>out-of-network provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services.
Do you need a <u>referral</u> to see a <u>specialist</u> ?	Yes.	This <u>plan</u> will pay some or all of the costs to see a <u>specialist</u> for covered services but only if you have a <u>referral</u> before you see the <u>specialist</u> .

 All copayment and coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		<u>Network Provider</u> (You will pay the least)	<u>Out-of-Network Provider</u> (You will pay the most)	
If you visit a health care <u>provider's</u> office or clinic	Primary care visit to treat an injury or illness	\$25 <u>Copay</u> /Visit	Not covered	Additional <u>cost share</u> may apply for Allergy shots, Injections and Infusions.
	<u>Specialist</u> visit	\$50 <u>Copay</u> /Visit	Not covered	Additional <u>cost share</u> may apply for Allergy shots, Injections and Infusions.
	<u>Preventive care/screening/immunization</u>	No charge	Not covered	<u>Preventive</u> Colonoscopy (age 50+) 1 every 10 years. High Risk Colonoscopy 1 every 2 years. You may have to pay for services that aren't <u>preventive</u> . Ask your <u>provider</u> if the services needed are <u>preventive</u> . Then check what your <u>plan</u> will pay for.
If you have a test	<u>Diagnostic test</u> (x-ray, blood work)	No charge	Not covered	Cost sharing varies based on type of diagnostic test performed. Tests in hospitals, or facilities owned and operated by hospitals, may have higher cost share.
	Imaging (CT/PET scans, MRIs)	<u>Deductible</u> + 20% <u>Coinsurance</u>	Not covered	Prior approval required. Your benefits / services may be denied. Tests in hospitals, or facilities owned and operated by hospitals, may have higher cost share.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at https://fm.formularynavigator.com/FBO/126/2021_NGF_Formulary.pdf	Generic drugs	Retail: \$3 <u>Copay</u> per <u>prescription</u> for Preferred at FHCP / Mail Order: \$6 <u>Copay</u> per <u>prescription</u> for Preferred / Retail: \$10 <u>Copay</u> per <u>prescription</u> for Non-Preferred at FHCP / Mail Order: \$27 <u>Copay</u> per <u>prescription</u> for Non-Preferred / Retail: \$15 <u>Copay</u> per <u>prescription</u> at Walgreen's.	Not covered	Covers up to 31 day supply at retail pharmacy, and up to 93 day supply for mail order.
	Preferred brand drugs	Retail: \$30 <u>Copay</u> per <u>prescription</u> at FHCP / Mail Order: \$87 <u>Copay</u> per <u>prescription</u> / Retail: \$35 <u>Copay</u> per <u>prescription</u> at Walgreen's.	Not covered	Covers up to 31 day supply at retail pharmacy, and up to 93 day supply for mail order.
	Non-preferred brand drugs	Retail: \$55 <u>Copay</u> per <u>prescription</u> at FHCP / Mail Order: \$162 <u>Copay</u> per <u>prescription</u> / Retail: \$60 <u>Copay</u> per <u>prescription</u> at Walgreen's.	Not covered	Covers up to 31 day supply at retail pharmacy, and up to 93 day supply for mail order.
	Specialty drugs	Retail: 15% <u>Coinsurance</u> for Preferred Specialty at FHCP. 25% <u>Coinsurance</u> for Non-Preferred Specialty at FHCP.	Not covered	Available at FHCP pharmacies only.
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	<u>Deductible</u> + 20% <u>Coinsurance</u>	Not covered	Pre-certification/pre-authorization of coverage required for non-emergency outpatient surgical care. Your benefits / services may be denied.
	Physician/surgeon fees	<u>Deductible</u> + 20% <u>Coinsurance</u>	Not covered	Prior approval required. Your benefits / services may be denied.
If you need immediate medical attention	Emergency room care	\$350 <u>Copay</u> /Visit	\$350 <u>Copay</u> /Visit	Waived if admitted.
	Emergency medical transportation	<u>Deductible</u> + 20% <u>Coinsurance</u>	<u>Deductible</u> + 20% <u>Coinsurance</u>	—————none—————

For more information about limitations and exceptions, see the plan or policy document at <http://www.fhcp.com/documents/coc/2021-large-group.pdf>

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
	Urgent care	\$100 <u>Copay</u> /Visit	\$100 <u>Copay</u> /Visit	—————none—————
If you have a hospital stay	Facility fee (e.g., hospital room)	<u>Deductible</u> + 20% <u>Coinsurance</u>	Not covered	Pre-certification/pre-authorization of coverage required for non-emergency admissions. Your benefits / services may be denied.
	Physician/surgeon fees	<u>Deductible</u> + 20% <u>Coinsurance</u>	Not covered	—————none—————
If you need mental health, behavioral health, or substance abuse services	Outpatient services	\$50 <u>Copay</u> /Visit	Not covered	—————none—————
	Inpatient services	<u>Deductible</u> + 20% <u>Coinsurance</u>	Not covered	Pre-certification/pre-authorization of coverage required for non-emergency admissions. Your benefits / services may be denied.
If you are pregnant	Office visits	\$50 <u>Copay</u> /Visit	Not covered	Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound.)
	Childbirth/delivery professional services	<u>Deductible</u> + 20% <u>Coinsurance</u>	Not covered	Pre-certification/pre-authorization of coverage required for non-emergency admissions. Your benefits / services may be denied.
	Childbirth/delivery facility services	<u>Deductible</u> + 20% <u>Coinsurance</u>	Not covered	Pre-certification/pre-authorization of coverage required for non-emergency admissions. Your benefits / services may be denied.
If you need help recovering or have other special health needs	Home health care	<u>Deductible</u> + 20% <u>Coinsurance</u>	Not covered	Prior approval required. Your benefits / services may be denied. Prior approval required. Coverage limited to 60 visits.
	Rehabilitation services	<u>Deductible</u> + 20% <u>Coinsurance</u>	Not covered	Coverage limited to 20 visits. Includes Physical, Speech, Occupational Therapy
	Habilitation services	Not covered	Not covered	
	Skilled nursing care	<u>Deductible</u> + 20% <u>Coinsurance</u>	Not covered	Pre-certification/pre-authorization of coverage required. Your benefits / services may be denied. Coverage

For more information about limitations and exceptions, see the plan or policy document at <http://www.fhcp.com/documents/coc/2021-large-group.pdf>

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
				limited to 20 days.
	Durable medical equipment	Deductible + 20% Coinsurance	Not covered	Prior approval required. Your benefits / services may be denied. Excludes vehicle modifications, home modifications, exercise, bathroom equipment and replacement of DME due to use/age.
	Hospice services	Deductible + 20% Coinsurance	Not covered	—————none—————
If your child needs dental or eye care	Children's eye exam	Not covered	Not covered	
	Children's glasses	Not covered	Not covered	
	Children's dental check-up	Not covered	Not covered	

[Excluded Services & Other Covered Services:](#)

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services .)		
• Acupuncture • Cosmetic surgery • Dental care (Adult) • Dental care (Child)	• Habilitation services • Hearing aids • Infertility treatment • Long-term care • Non-emergency care when traveling outside the U.S.	• Private-duty nursing • Routine eye care (Adult) • Routine foot care unless for treatment of diabetes • Weight loss programs
Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)		
• Chiropractic care	• Bariatric surgery	

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: State Department of Insurance at 1-877-693-5236, the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform or the Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or www.cciio.cms.gov. Other coverage options may be available to you too, including buying individual insurance coverage through the [Health Insurance Marketplace](#). For more information about the [Marketplace](#), visit www.HealthCare.gov or call 1-800-318-2596.

Your [Grievance](#) and [Appeals](#) Rights: There are agencies that can help if you have a complaint against your [plan](#) for a denial of a [claim](#). This complaint is called a [grievance](#) or [appeal](#). For more information about your rights, look at the explanation of benefits you will receive for that medical [claim](#). Your [plan](#) documents also provide complete information to submit a [claim](#), [appeal](#), or a [grievance](#) for any reason to your [plan](#). For more information about your rights, this notice, or assistance,

For more information about limitations and exceptions, see the plan or policy document at <http://www.fhcp.com/documents/coc/2021-large-group.pdf>

contact the insurer at 1-877-615-4022. You may also contact your State Department of Insurance at 1-877-693-5236 or the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform. For group health coverage subject to ERISA contact your employee services department. For non-federal governmental group health plans and church plans that are group health plans contact your employee services department. You may also contact the state insurance department at 1-877-693-5236. Additionally, a consumer assistance program can help you file your appeal. Contact U.S. Department of Labor Employee Benefits Security Administration at 1-866-4-USA-DOL (866-487-2365) or www.dol.gov/ebsa/consumer_info_health.html.

Does this plan provide Minimum Essential Coverage? Yes

Minimum Essential Coverage generally includes plans, health insurance available through the Marketplace or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of Minimum Essential Coverage, you may not be eligible for the premium tax credit.

Does this plan meet Minimum Value Standards? Yes

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

Language Access Services:

Spanish (Español): Para obtener asistencia en Español, llame al 1-877-615-4022.

Tagalog (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-877-615-4022.

Chinese (中文): 如果需要中文的帮助, 请拨打这个号码1-877-615-4022.

Navajo (Dine): Dinek'ehgo shika at'ohwol ninisingo, kwijijigo holne' 1-877-615-4022.

To see examples of how this plan might cover costs for a sample medical situation, see the next section.

About these Coverage Examples:



This is not a cost estimator. Treatments shown are just examples of how this [plan](#) might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your [providers](#) charge, and many other factors. Focus on the [cost sharing](#) amounts ([deductibles](#), [copayments](#) and [coinsurance](#)) and [excluded services](#) under the [plan](#). Use this information to compare the portion of costs you might pay under different health [plans](#). Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby (9 months of in-network pre-natal care and a hospital delivery)		Managing Joe's type 2 Diabetes (a year of routine in-network care of a well-controlled condition)		Mia's Simple Fracture (in-network emergency room visit and follow up care)	
■ The plan's overall deductible	\$500	■ The plan's overall deductible	\$500	■ The plan's overall deductible	\$500
■ Specialist copayment	\$50	■ Specialist copayment	\$50	■ Specialist copayment	\$50
■ Hospital (facility) coinsurance	20%	■ Hospital (facility) coinsurance	20%	■ Hospital (facility) coinsurance	20%
■ Other copayment	\$0	■ Other coinsurance	20%	■ Other copayment	\$350
This EXAMPLE event includes services like: Specialist office visits (<i>prenatal care</i>) Childbirth/Delivery Professional Services Childbirth/Delivery Facility Services Diagnostic tests (<i>ultrasounds and blood work</i>) Specialist visit (<i>anesthesia</i>)		This EXAMPLE event includes services like: Primary care physician office visits (<i>including disease education</i>) Diagnostic tests (<i>blood work</i>) Prescription drugs Durable medical equipment (<i>glucose meter</i>)		This EXAMPLE event includes services like: Emergency room care (<i>including medical supplies</i>) Diagnostic test (<i>x-ray</i>) Durable medical equipment (<i>crutches</i>) Rehabilitation services (<i>physical therapy</i>)	
Total Example Cost	\$12,700	Total Example Cost	\$5,600	Total Example Cost	\$2,800
In this example, Peg would pay:		In this example, Joe would pay:		In this example, Mia would pay:	
Cost Sharing		Cost Sharing		Cost Sharing	
Deductibles	\$500	Deductibles	\$0	Deductibles	\$500
Copayments	\$60	Copayments	\$1,100	Copayments	\$500
Coinsurance	\$1,600	Coinsurance	\$0	Coinsurance	\$200
What isn't covered		What isn't covered		What isn't covered	
Limits or exclusions	\$60	Limits or exclusions	\$20	Limits or exclusions	\$0
The total Peg would pay is	\$2,220	The total Joe would pay is	\$1,120	The total Mia would pay is	\$1,200

The plan would be responsible for the other costs of these EXAMPLE covered services.

Discrimination is Against the Law

Florida Health Care Plans complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. Florida Health Care Plans does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

Florida Health Care Plans:

- Provides free aids and services to people with disabilities to communicate effectively with us, such as:
 - o Qualified sign language interpreters
 - o Written information in other formats (large print, audio, accessible electronic formats, other formats)
- Provides free language services to people whose primary language is not English, such as:
 - o Qualified Interpreters
 - o Information written in other languages

If you need these services, contact:

- Florida Health Care Plans : 1-877-615-4022

If you believe that Florida Health Care Plans has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance with: Florida Health Care Plans, Civil Rights Coordinator, 1340 Ridgewood Avenue, Holly Hill, FL 32117. Phone: 1-844-219-6137, TTY: 1-800-955-8770. Fax: 386-676-7149, Email: rights@fhcp.com.

You can file grievance in person or by mail, fax, or email. If you need help filing a grievance, the Civil Rights Coordinator is available to help you.

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at:

U.S. Department of Health and Human Services
200 Independence Avenue, SW
Room 509F, HHH Building
Washington, D.C. 20201
1-800-368-1019, 800-537-7697 (TDD)

Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

ATTENTION: If you speak English, language assistance services, free of charge, are available to you. Call **1-877-615-4022**. (TTY: **1-800-955-8770**)

ATENCIÓN: si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al **1-877-615-4022** (TTY: **1-800-955-8770**).

ATANSYON: Si w pale Kreyòl Ayisyen, gen sèvis èd pou lang ki disponib gratis pou ou. Rele 1-877-615-4022 (TTY: 1-800-955-8770).

CHÚ Ý: Nếu bạn nói Tiếng Việt, có các dịch vụ hỗ trợ ngôn ngữ miễn phí dành cho bạn. Gọi số 1-877-615-4022 (TTY: 1-800-955-8770).

ATENÇÃO: Se fala português, encontram-se disponíveis serviços linguísticos, grátis. Ligue para 1-877-615-4022 (TTY: 1-800-955-8770).

注意：如果您使用繁體中文，您可以免費獲得語言援助服務。請致電 1-877-615-4022 (TTY: 1-800-955-8770)

ATTENTION : Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Appelez le 1-877-615-4022 (ATS : 1-800-955-8770).

PAUNAWA: Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tumawag sa 1-877-615-4022 (TTY: 1-800-955-8770).

ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 1-877-615-4022 (телетайп: 1-800-955-8770).

ملحوظة: إذا كنت تتحدث اذكر اللغة، فإن خدمات المساعدة اللغوية تتوافر لك بالمجان. اتصل برقم 1-877-615-4022 (رقم هاتف الصم والبكم: 1-800-955-8770).

ATTENZIONE: In caso la lingua parlata sia l'italiano, sono disponibili servizi di assistenza linguistica gratuiti. Chiamare il numero 1-877-615-4022 (TTY: 1-800-955-8770).

ACHTUNG: Wenn Sie Deutsch sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Rufnummer: 1-877-615-4022 (TTY: 1-800-955-8770).

주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1-877-615-4022 (TTY: 1-800-955-8770)번으로 전화해 주십시오.

UWAGA: Jeżeli mówisz po polsku, możesz skorzystać z bezpłatnej pomocy językowej. Zadzwoń pod numer 1-877-615-4022 (TTY: 1-800-955-8770).

સુચના: જો તમે ગુજરાતી બોલતા હો, તો નિ:શુલ્ક ભાષા સહાય સેવાઓ તમારા માટે ઉપલબ્ધ છે. ફોન કરો 1-877-615-4022 (TTY: 1-800-955-8770).

เรียน: ถ้าคุณพูดภาษาไทยคุณสามารถใช้บริการช่วยเหลือทางภาษาได้ฟรี โทร 1-877-615-4022 (TTY: 1-800-955-8770).

Summary of Benefits and Coverage: What this Plan Covers & What You Pay for Covered Services

Coverage for: Individual and/or Family | Plan Type: POS



The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, <http://www.fhcp.com/documents/coc/2021-large-group.pdf>. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at www.fhcp.com or call 1-877-615-4022 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall <u>deductible</u> ?	<u>Network providers</u> : \$1,400 Individual/ \$2,800 Family <u>Out-of-network providers</u> : \$2,800 Individual /\$5,600 Family	Generally, you must pay all of the costs from providers up to the <u>deductible</u> amount before this <u>plan</u> begins to pay. If you have other family members on the <u>plan</u> , the overall family <u>deductible</u> must be met before the <u>plan</u> begins to pay.
Are there services covered before you meet your <u>deductible</u> ?	Yes. <u>Preventive care</u>	This <u>plan</u> covers some items and services even if you haven't yet met the <u>deductible</u> amount. But a <u>copayment</u> or <u>coinsurance</u> may apply. For example, this <u>plan</u> covers certain <u>preventive services</u> without <u>cost-sharing</u> and before you meet your <u>deductible</u> . See a list of covered <u>preventive services</u> at https://www.healthcare.gov/coverage/preventive-care-benefits/ .
Are there other <u>deductibles</u> for specific services?	No.	You don't have to meet <u>deductibles</u> for specific services.
What is the <u>out-of-pocket limit</u> for this <u>plan</u> ?	<u>Network providers</u> : \$5,000 Individual/\$5,000 Family. <u>Out-of-network providers</u> : \$10,000 Individual/\$10,000 Family	The <u>out-of-pocket limit</u> is the most you could pay in a year for covered services. If you have other family members in this <u>plan</u> , the overall family <u>out-of-pocket limit</u> must be met.
What is not included in the <u>out-of-pocket limit</u> ?	<u>Premiums</u> , <u>balance billing</u> charges, and health care this <u>plan</u> doesn't cover.	Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
Will you pay less if you use a <u>network provider</u> ?	Yes. See www.fhcp.com/find-providers/physician or call 1-877-615-4022 for a list of <u>network providers</u> .	This <u>plan</u> uses a provider <u>network</u> . You will pay less if you use a <u>provider</u> in the plan's <u>network</u> . You will pay the most if you use an <u>out-of-network provider</u> , and you might receive a bill from a <u>provider</u> for the difference between the provider's charge and what your <u>plan</u> pays (<u>balance billing</u>). Be aware, your <u>network provider</u> might use an <u>out-of-network provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services.
Do you need a <u>referral</u> to see a <u>specialist</u> ?	No.	You can see the <u>Specialist</u> you choose without a referral.

 All copayment and coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care <u>provider's</u> office or clinic	Primary care visit to treat an injury or illness	<u>Deductible</u> + 20% <u>Coinsurance</u>	<u>Deductible</u> + 40% <u>Coinsurance</u>	Additional <u>cost share</u> may apply for Allergy shots, Injections and Infusions.
	<u>Specialist</u> visit	<u>Deductible</u> + 20% <u>Coinsurance</u>	<u>Deductible</u> + 40% <u>Coinsurance</u>	Additional <u>cost share</u> may apply for Allergy shots, Injections and Infusions.
	<u>Preventive care/screening/immunization</u>	No charge	<u>Deductible</u> + 40% <u>Coinsurance</u>	<u>Preventive</u> Colonoscopy (age 50+) 1 every 10 years. High Risk Colonoscopy 1 every 2 years. You may have to pay for services that aren't <u>preventive</u> . Ask your <u>provider</u> if the services needed are <u>preventive</u> . Then check what your <u>plan</u> will pay for.
If you have a test	<u>Diagnostic test</u> (x-ray, blood work)	<u>Deductible</u> + 20% <u>Coinsurance</u>	<u>Deductible</u> + 40% <u>Coinsurance</u>	Tests in hospitals, or facilities owned and operated by hospitals, may have higher cost share.
	Imaging (CT/PET scans, MRIs)	<u>Deductible</u> + 20% <u>Coinsurance</u>	<u>Deductible</u> + 40% <u>Coinsurance</u>	Prior approval required. Your benefits / services may be denied. Tests in hospitals, or facilities owned and operated by hospitals, may have higher cost share.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at https://fm.formularynavigator.com/FBO/126/2021_NGF_Formulary.pdf	Generic drugs	Retail: DED + \$3 <u>Copay</u> per <u>prescription</u> for Preferred at FHCP / Mail Order: DED + \$6 <u>Copay</u> per <u>prescription</u> for Preferred / Retail: DED + \$10 <u>Copay</u> per <u>prescription</u> for Non-Preferred at FHCP / Mail Order: DED + \$27 <u>Copay</u> per <u>prescription</u> for Non-Preferred / Retail: DED + \$15 <u>Copay</u> per <u>prescription</u> at Walgreen's.	Not covered	Covers up to 31 day supply at retail pharmacy, and up to 93 day supply for mail order.
	Preferred brand drugs	Retail: DED + \$30 <u>Copay</u> per <u>prescription</u> at FHCP / Mail Order: DED + \$87 <u>Copay</u> per <u>prescription</u> / Retail: DED + \$35 <u>Copay</u> per <u>prescription</u> at Walgreen's.	Not covered	Covers up to 31 day supply at retail pharmacy, and up to 93 day supply for mail order.
	Non-preferred brand drugs	Retail: DED + \$55 <u>Copay</u> per <u>prescription</u> at FHCP / Mail Order: DED + \$162 <u>Copay</u> per <u>prescription</u> / Retail: DED + \$60 <u>Copay</u> per <u>prescription</u> at Walgreen's.	Not covered	Covers up to 31 day supply at retail pharmacy, and up to 93 day supply for mail order.
	Specialty drugs	Retail: DED + 15% <u>Coinsurance</u> for Preferred Specialty at FHCP. DED + 25% <u>Coinsurance</u> for Non-Preferred Specialty at FHCP.	Not covered	Available at FHCP pharmacies only.
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	<u>Deductible</u> + 20% <u>Coinsurance</u>	<u>Deductible</u> + 40% <u>Coinsurance</u>	Pre-certification/pre-authorization of coverage required for non-emergency outpatient surgical care. Your benefits / services may be denied.
	Physician/surgeon fees	<u>Deductible</u> + 20% <u>Coinsurance</u>	<u>Deductible</u> + 40%	—————none—————

For more information about limitations and exceptions, see the plan or policy document at <http://www.fhcp.com/documents/coc/2021-large-group.pdf>

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
			<u>Coinsurance</u>	
If you need immediate medical attention	Emergency room care	<u>Deductible</u> + 20% <u>Coinsurance</u>	In-Network <u>Deductible</u> + 20% <u>Coinsurance</u>	Waived if admitted.
	Emergency medical transportation	<u>Deductible</u> + 20% <u>Coinsurance</u>	In-Network <u>Deductible</u> + 20% <u>Coinsurance</u>	—————none—————
	Urgent care	<u>Deductible</u> + 20% <u>Coinsurance</u>	In-Network <u>Deductible</u> + 20% <u>Coinsurance</u>	—————none—————
If you have a hospital stay	Facility fee (e.g., hospital room)	<u>Deductible</u> + 20% <u>Coinsurance</u>	<u>Deductible</u> + 40% <u>Coinsurance</u>	Pre-certification/pre-authorization of coverage required for non-emergency admissions. Your benefits/services may be denied.
	Physician/surgeon fees	<u>Deductible</u> + 20% <u>Coinsurance</u>	<u>Deductible</u> + 40% <u>Coinsurance</u>	—————none—————
If you need mental health, behavioral health, or substance abuse services	Outpatient services	<u>Deductible</u> + 20% <u>Coinsurance</u>	<u>Deductible</u> + 40% <u>Coinsurance</u>	—————none—————
	Inpatient services	<u>Deductible</u> + 20% <u>Coinsurance</u>	<u>Deductible</u> + 40% <u>Coinsurance</u>	Pre-certification/pre-authorization of coverage required for non-emergency admissions. Your benefits / services may be denied.
If you are pregnant	Office visits	<u>Deductible</u> + 20% <u>Coinsurance</u>	<u>Deductible</u> + 40% <u>Coinsurance</u>	Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound.)
	Childbirth/delivery professional services	<u>Deductible</u> + 20% <u>Coinsurance</u>	<u>Deductible</u> + 40% <u>Coinsurance</u>	Pre-certification/pre-authorization of coverage required for non-emergency admissions. Your benefits / services may be denied.
	Childbirth/delivery facility services	<u>Deductible</u> + 20% <u>Coinsurance</u>	<u>Deductible</u> + 40% <u>Coinsurance</u>	Pre-certification/pre-authorization of coverage required for non-emergency admissions. Your benefits / services may be denied.
If you need help recovering or have other special health	Home health care	<u>Deductible</u> + 20% <u>Coinsurance</u>	<u>Deductible</u> + 40% <u>Coinsurance</u>	Prior approval required. Your benefits / services may be denied. Prior approval required. Coverage limited to 60 visits.

For more information about limitations and exceptions, see the plan or policy document at <http://www.fhcp.com/documents/coc/2021-large-group.pdf>

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
needs	Rehabilitation services	<u>Deductible</u> + 20% <u>Coinsurance</u>	<u>Deductible</u> + 40% <u>Coinsurance</u>	Coverage limited to 20 visits. Includes Physical, Speech, Occupational Therapy
	Habilitation services	Not covered	Not covered	
	Skilled nursing care	<u>Deductible</u> + 20% <u>Coinsurance</u>	<u>Deductible</u> + 40% <u>Coinsurance</u>	Pre-certification/pre-authorization of coverage required. Your benefits / services may be denied. Coverage limited to 20 days.
	Durable medical equipment	<u>Deductible</u> + 20% <u>Coinsurance</u>	<u>Deductible</u> + 40% <u>Coinsurance</u>	Excludes vehicle modifications, home modifications, exercise, bathroom equipment and replacement of DME due to use/age. Prior approval required. Your benefits / services may be denied.
	Hospice services	<u>Deductible</u> + 20% <u>Coinsurance</u>	<u>Deductible</u> + 40% <u>Coinsurance</u>	—————none—————
If your child needs dental or eye care	Children's eye exam	Not covered	Not covered	
	Children's glasses	Not covered	Not covered	
	Children's dental check-up	Not covered	Not covered	

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services .)		
• Acupuncture • Cosmetic surgery • Dental care (Adult) • Dental care (Child)	• Habilitation services • Hearing aids • Infertility treatment • Long-term care • Non-emergency care when traveling outside the U.S.	• Private-duty nursing • Routine eye care (Adult) • Routine foot care unless for treatment of diabetes • Weight loss programs
Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)		
• Chiropractic care	• Bariatric surgery	

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: State Department of Insurance at 1-877-693-5236, the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or

For more information about limitations and exceptions, see the plan or policy document at <http://www.fhcp.com/documents/coc/2021-large-group.pdf>

www.dol.gov/ebsa/healthreform or the Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or www.cciio.cms.gov. Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact the insurer at 1-877-615-4022. You may also contact your State Department of Insurance at 1-877-693-5236 or the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform. For group health coverage subject to ERISA contact your employee services department. For non-federal governmental group health plans and church plans that are group health plans contact your employee services department. You may also contact the state insurance department at 1-877-693-5236. Additionally, a consumer assistance program can help you file your appeal. Contact U.S. Department of Labor Employee Benefits Security Administration at 1-866-4-USA-DOL (866-487-2365) or www.dol.gov/ebsa/consumer_info_health.html.

Does this plan provide Minimum Essential Coverage? Yes.

Minimum Essential Coverage generally includes plans, health insurance available through the Marketplace or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of Minimum Essential Coverage, you may not be eligible for the premium tax credit.

Does this plan meet Minimum Value Standards? Yes.

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

Language Access Services:

Spanish (Español): Para obtener asistencia en Español, llame al 1-877-615-4022.

Tagalog (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-877-615-4022.

Chinese (中文): 如果需要中文的帮助, 请拨打这个号码1-877-615-4022.

Navajo (Dine): Dinekehgo shika at'ohwol ninisingo, kwijijigo holne' 1-877-615-4022.

To see examples of how this plan might cover costs for a sample medical situation, see the next section.

For more information about limitations and exceptions, see the plan or policy document at <http://www.fhcp.com/documents/coc/2021-large-group.pdf>

About these Coverage Examples:



This is not a cost estimator. Treatments shown are just examples of how this [plan](#) might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your [providers](#) charge, and many other factors. Focus on the [cost sharing](#) amounts ([deductibles](#), [copayments](#) and [coinsurance](#)) and [excluded services](#) under the [plan](#). Use this information to compare the portion of costs you might pay under different health [plans](#). Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby (9 months of in-network pre-natal care and a hospital delivery)		Managing Joe's type 2 Diabetes (a year of routine in-network care of a well-controlled condition)		Mia's Simple Fracture (in-network emergency room visit and follow up care)	
■ The plan's overall deductible	\$1400	■ The plan's overall deductible	\$1400	■ The plan's overall deductible	\$1400
■ Specialist coinsurance	20%	■ Specialist coinsurance	20%	■ Specialist coinsurance	20%
■ Hospital (facility) coinsurance	20%	■ Hospital (facility) coinsurance	20%	■ Hospital (facility) coinsurance	20%
■ Other coinsurance	20%	■ Other coinsurance	20%	■ Other coinsurance	20%
This EXAMPLE event includes services like: Specialist office visits (<i>prenatal care</i>) Childbirth/Delivery Professional Services Childbirth/Delivery Facility Services Diagnostic tests (<i>ultrasounds and blood work</i>) Specialist visit (<i>anesthesia</i>)		This EXAMPLE event includes services like: Primary care physician office visits (<i>including disease education</i>) Diagnostic tests (<i>blood work</i>) Prescription drugs Durable medical equipment (<i>glucose meter</i>)		This EXAMPLE event includes services like: Emergency room care (<i>including medical supplies</i>) Diagnostic test (<i>x-ray</i>) Durable medical equipment (<i>crutches</i>) Rehabilitation services (<i>physical therapy</i>)	
Total Example Cost	\$12,700	Total Example Cost	\$5,600	Total Example Cost	\$2,800
In this example, Peg would pay:		In this example, Joe would pay:		In this example, Mia would pay:	
Cost Sharing		Cost Sharing		Cost Sharing	
Deductibles	\$1,400	Deductibles	\$1,400	Deductibles	\$1,400
Copayments	\$10	Copayments	\$700	Copayments	\$10
Coinsurance	\$2,200	Coinsurance	\$100	Coinsurance	\$300
What isn't covered		What isn't covered		What isn't covered	
Limits or exclusions	\$60	Limits or exclusions	\$20	Limits or exclusions	\$0
The total Peg would pay is	\$3,670	The total Joe would pay is	\$2,220	The total Mia would pay is	\$1,710

The [plan](#) would be responsible for the other costs of these EXAMPLE covered services.

Discrimination is Against the Law

Florida Health Care Plans complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. Florida Health Care Plans does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

Florida Health Care Plans:

- Provides free aids and services to people with disabilities to communicate effectively with us, such as:
 - o Qualified sign language interpreters
 - o Written information in other formats (large print, audio, accessible electronic formats, other formats)
- Provides free language services to people whose primary language is not English, such as:
 - o Qualified Interpreters
 - o Information written in other languages

If you need these services, contact:

- Florida Health Care Plans : 1-877-615-4022

If you believe that Florida Health Care Plans has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance with: Florida Health Care Plans, Civil Rights Coordinator, 1340 Ridgewood Avenue, Holly Hill, FL 32117. Phone: 1-844-219-6137, TTY: 1-800-955-8770. Fax: 386-676-7149, Email: rights@fhcp.com.

You can file grievance in person or by mail, fax, or email. If you need help filing a grievance, the Civil Rights Coordinator is available to help you.

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at:

U.S. Department of Health and Human Services
200 Independence Avenue, SW
Room 509F, HHH Building
Washington, D.C. 20201
1-800-368-1019, 800-537-7697 (TDD)

Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

ATTENTION: If you speak English, language assistance services, free of charge, are available to you. Call **1-877-615-4022**. (TTY: **1-800-955-8770**)

ATENCIÓN: si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al **1-877-615-4022** (TTY: **1-800-955-8770**).

ATANSYON: Si w pale Kreyòl Ayisyen, gen sèvis èd pou lang ki disponib gratis pou ou. Rele **1-877-615-4022** (TTY: **1-800-955-8770**).

CHÚ Ý: Nếu bạn nói Tiếng Việt, có các dịch vụ hỗ trợ ngôn ngữ miễn phí dành cho bạn. Gọi số **1-877-615-4022** (TTY: **1-800-955-8770**).

ATENÇÃO: Se fala português, encontram-se disponíveis serviços linguísticos, grátis. Ligue para **1-877-615-4022** (TTY: **1-800-955-8770**).

注意：如果您使用繁體中文，您可以免費獲得語言援助服務。請致電 **1-877-615-4022** (TTY: **1-800-955-8770**)

ATTENTION : Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Appelez le **1-877-615-4022** (ATS : **1-800-955-8770**).

PAUNAWA: Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tumawag sa **1-877-615-4022** (TTY: **1-800-955-8770**).

ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните **1-877-615-4022** (телетайп: **1-800-955-8770**).

ملحوظة: إذا كنت تتحدث اذكر اللغة، فإن خدمات المساعدة اللغوية تتوافر لك بالمجان. اتصل برقم **1-877-615-4022** (رقم هاتف الصم والبكم: **1-800-955-8770**).

ATTENZIONE: In caso la lingua parlata sia l'italiano, sono disponibili servizi di assistenza linguistica gratuiti. Chiamare il numero **1-877-615-4022** (TTY: **1-800-955-8770**).

ACHTUNG: Wenn Sie Deutsch sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Rufnummer: **1-877-615-4022** (TTY: **1-800-955-8770**).

주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. **1-877-615-4022** (TTY: **1-800-955-8770**)번으로 전화해 주십시오.

UWAGA: Jeżeli mówisz po polsku, możesz skorzystać z bezpłatnej pomocy językowej. Zadzwoń pod numer **1-877-615-4022** (TTY: **1-800-955-8770**).

સુચના: જો તમે ગુજરાતી બોલતા હો, તો નિ:શુલ્ક ભાષા સહાય સેવાઓ તમારા માટે ઉપલબ્ધ છે. ફોન કરો **1-877-615-4022** (TTY: **1-800-955-8770**).

เรียน: ถ้าคุณพูดภาษาไทยคุณสามารถใช้บริการช่วยเหลือทางภาษาได้ฟรี โทร **1-877-615-4022** (TTY: **1-800-955-8770**).

CONTRACT INFORMATION PAGE

Employer Name: CITY OF PORT ORANGE

Group Number(s): 075

Group Plan(s): HMO'S & HDHP-HSA

Group Effective Date: 02/01/1976

Applicable Options:

☐ Vision Rider

☐ Dental Rider

☒ Pharmacy Rider \$3/10/30/55

☒ COBRA Coverage

☒ WFW 01/01/2012 Co-pay \$10.00
effective

☒ Gym Access Wellness Rider effective 07/01/2015

Contract Anniversary Date: 01/01/2022 - 12/31/2022

Eligibility Exceptions: Terminate Dep who turn 30 at End of Birth Month

Waiting Period: First of the month following 30 days of eligible employment.

Rate Schedule

Group Plan	HMO T10	HMO T38	HDHP-HSA T96	
Rx & Rx Code	\$3/10/30/55 RX(G4)	\$3/10/30/55 RX(G5)	RX After DED (G7)	
Single	\$710.42	\$583.47	\$480.16	
SP w/ any # Children	\$1,254.61	\$1,030.41	\$847.97	
Couple	\$1,254.61	\$1,030.41	\$847.97	
Family	\$1,538.77	\$1,263.80	\$1,040.03	

Florida Health Care Plan, Inc. (hereinafter called FHCP) agrees to provide the health care services described under the provisions of this Group Insurance Contract (herein called the Contract) and the FHCP Group Member Handbook (which by reference thereto is made a part thereof) for all Covered Employees of the Employer and their covered dependents. The provision of services is subject to all of the terms on this page, those that follow, and the FHCP Group Member Handbook, including any limitations, restrictions or exclusions, as well as any amendments made a part of this Contract.

The Employer may act on behalf of all eligible employees and dependents. Every act by, agreement made with, or notice given to the Employer will be binding on all Covered Employees and Covered Dependents.

The contract is issued in consideration of the application of the Employer and payment of subscription fees in advance by the Employer at FHCP's Holly Hill Facility. This Contract is effective on the Contract Anniversary Date shown above. The first subscription fees cover the period starting on the Contract Anniversary Date.

Signed for Florida Health Care Plan, Inc., at its facility in Holly Hill, Florida to take effect on the Contract Anniversary Date for delivery in the State of Florida.

BY: 
L. Melanie Ruel
CFO
Florida Health Care Plans, Inc.

9-15-21

Jenevieve Ferreira
Witness

Date: Renewal 2022

BY: _____
Name : Wayne Clark
Title: City Manager
Group Name: City of Port Orange

Witness

Date: _____



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/5/2021

Consent item: Yes

SUBJECT: (C11d) Approval of License Agreement with Council on Aging of Volusia County

DEPARTMENT: Parks & Recreation

GOAL: Quality of Life

RECOMMENDED MOTION: Move to approve a license agreement with the Council on Aging of Volusia County and authorize the Mayor and City Clerk to execute the associated documents.

SUMMARY: The Council on Aging of Volusia County (COA) has a current license agreement with the city for use of the Adult Activity Center to provide an on-site location for dining and as a distribution point for delivery of meals to seniors who are homebound. The current agreement is set to expire on December 31, 2021 and has been in effect since January 2016. Under the current agreement, COA pays the city \$125 a month and has non-exclusive use of half the building, the kitchen, and a small office area Monday - Friday from 8:00am-1:00pm each day excluding holidays. All terms as outlined in the current agreement will apply to the new agreement. The Parks and Recreation Department is requesting that the agreement term be for five years with two five-year renewals.

Project No.: N/A

Funding Account No.: Rental Income

Presenter: Susan Lovallo

ATTACHMENTS:

1.	License Agreement for Council on Aging	License Agreement Council on Aging.pdf
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Susan Lovallo	Created/Initiated - 9/8/2021
Susan Lovallo	Approved - 9/8/2021
Lupe Reyna-Coffin	Approved - 9/8/2021
Robin Hayes	Approved - 9/9/2021
Matthew Jones	Approved - 9/23/2021
Wayne Clark	Approved - 9/23/2021
Robin Fenwick	Final Approval - 9/24/2021

LICENSE AGREEMENT

THIS **LICENSE AGREEMENT** is made and entered into this _____ day of _____, 20____, by and between **CITY OF PORT ORANGE**, a chartered municipal corporation (as "Licensor") and **COUNCIL ON AGING OF VOLUSIA COUNTY, INC.**, a Florida not-for-profit corporation (as "Licensee") (collectively referred to as the "Parties").

PREMISES

WHEREAS, the Licensor is the owner of real property located at 4790 S. Ridgewood Avenue, Port Orange, FL 32127, Parcel No. 6310-17-01-0010, which includes a 3,000 sq. ft. facility located thereon with a kitchen and small office therein together with parking on the adjacent property to the West – Parcel No. 6310-17-01-0060 (Sometimes collectively referred to herein as "Property" or "Licensed Premises"); and

WHEREAS, Licensee desires to obtain from Licensor a license or permission to operate its Meals on Wheels Nutrition Program at the Property; and

WHEREAS, the Licensee's mission is to promote healthy, independent living through caring and compassionate services; and

WHEREAS, the Licensor recognizes this mission as serving a significant public purpose; and

WHEREAS, the Parties hereby warrant to each other that each has full power and authority to enter into this License Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree as follows:

1. The Licensor hereby grants to Licensee a license to enter upon and to utilize the Property, which includes a 3,000 sq. ft. facility located thereon with a kitchen and small office therein, for the operation of Licensee's Meals on Wheels Nutrition Program for the period herein stated and subject to the terms and conditions herein contained.

2. The Licensee's use of the Licensed Premises shall be limited to Monday through Friday each week from 8:00 a.m. to 1:00 p.m. The Licensee shall have limited access to the kitchen area only on Saturday each week for food delivery and storage. However, no activities may be conducted on City observed holidays.

3. The license granted by this License Agreement shall commence on the 1st day of January, 2022, and shall end on the 31st day of December, 2026, unless

terminated or otherwise modified in accordance with the provisions specified herein.

4. Upon written agreement by the Parties, the license granted by this License Agreement may be renewed for up to two (2) additional five-year terms, subject to review and approval by the City Council.

5. Licensee agrees to pay Licensors, as compensation for this Agreement, for the period aforesaid, a monthly rate of ONE HUNDRED TWENTY-FIVE DOLLARS AND 00/100 (\$125.00).

6. In addition to the compensation above mentioned, Licensee agrees to pay all federal, state, and local taxes on the licensed premises and arising out of the operation of the licensed premises, if any, when they become due.

6. Licensee shall be responsible for cleanup each day the Licensed Premises is used by the Licensee and shall complete cleanup within the time reserved under this License Agreement. The Licensed Premises shall be returned to the Licensors in the same or substantially similar condition as it was licensed to the Licensee after each day of use. Licensee may store a computer in the office area for its exclusive use, and shall be responsible for acquiring its own cable, telephone, and internet utilities directly from the applicable provider.

7. Either party may terminate this License Agreement upon giving thirty (30) days prior written notice to the other party, after which time this License Agreement shall be of no force and effect. Upon termination by either party, the Licensors shall have the option of requiring all the Licensee's personal property be removed or abandoned in place by the Licensee by the date of termination. If the Licensee terminates this Agreement or otherwise fails to remain in good standing and in compliance with this Agreement, the Licensors may take possession or dispose of any and all personal property remaining at or on the property and shall not be liable for taking possession or disposing of any personal property left by the Licensee beyond the date of termination. All costs and expenses of the Licensors resulting from the disposal of personal property in accordance with this section, including administrative expenses, attorney's fees and costs, and expenses incurred shall be chargeable to the Licensee and assessed by the Licensors.

8. The Licensee acknowledges the legal title of the Licensors to the Property described herein and agrees never to deny such title or to claim title in the Licensee's name. This license is personal to Licensee and shall not inure to the successors or assigns of the Licensee. The rights, privileges and permission granted herein shall not be assignable by Licensee in whole or in part.

9. Licensee shall exercise the rights, privileges and permission granted herein at the Licensee's own risk. The Licensee shall not claim any damages from the Licensors for any injuries or damages in connection with or on account of the exercise of

such rights, privileges or permission, the condition of the Licensor's Property, or the use of the Property. The Licensor shall not be liable to the Licensee if for any reason the Licensee's use of the Property is hindered or disturbed.

10. Licensee assumes all risk in the operation of this Agreement and shall be solely responsible and answerable in damages for all accidents or injuries to persons or property, and hereby covenants and agrees to indemnify and save harmless Licensor, the members of the City Council and Licensor's officers, employees and agents from any and all claims, suits, losses, damage or injury to persons or property of whatsoever kind and nature, whether direct or indirect, arising out of the operation of this License Agreement or the carelessness, negligence or improper conduct of Licensee or any of Licensee's servants, agents or employees, and including, but not limited to employment or personnel matters or disputes, which responsibility shall not be limited to the insurance coverage herein provided for. This indemnity and hold harmless provision shall survive the expiration or termination of this License Agreement.

11. Licensee shall procure at its own cost and expense such public liability insurance as will protect Licensee, Licensor, the members of the City Council and Licensor's officers, employees and agents from any claims, fees, costs and losses for damages to the Property caused by the Licensee and for personal injuries, including death, which may arise from the operation of the licensed premises by Licensee. Policies and certificates of insurance shall be delivered to the City Manager with satisfactory evidence of fully-paid premiums, before the commencement of any operations by Licensee. All policies of any nature shall be subject to approval of the City Manager, or his or her designee, for adequacy and form of protection.

Limits of Liability

Licensee shall secure a Comprehensive General Liability policy with minimum limits as follows:

\$1,000,000. Each Occurrence and Aggregate - Bodily Injury and Property Damage Coverage to Include:

Premises and Operations
Personal Injury - A.B.C.
Blanket Contractual Liability

Licensor shall be specifically named as an additional insured on these policies and the policies shall specifically contain a provision requiring a THIRTY (30) day cancellation or modification notification in writing to Licensor. Failure to maintain said policies shall be cause for termination of this Agreement by Licensor.

12. All notices required to be given by any party shall be in writing, addressed to all other parties, and delivered by certified mail or in person as follows:

Licensors: City of Port Orange
% City Manager
1000 City Center Circle
Port Orange, Florida 32129

Licensee Council on Aging of Volusia County, Inc.
% _____
420 Fentress Blvd.
Daytona Beach, Florida 32114

13. This License Agreement shall not be recorded in the public records of Volusia County, Florida.

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

15. This License Agreement constitutes the entire agreement between the parties. There are no further or other agreements or understandings, written or oral, in effect between the parties, relating to the subject matter hereof. This License Agreement may be amended or modified only by an instrument of equal formality signed by the respective parties.

[REMAINDER OF PAGE LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement on the respective dates below.

WITNESSES:

Printed Name: _____

Printed Name: _____

Printed Name: _____

Printed Name: _____

LICENSOR

CITY OF PORT ORANGE, FLORIDA
a chartered municipal corporation

By: _____
Donald O. Burnette, Mayor

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

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 _____, 20____, by Donald O. Burnette and Robin L. Fenwick, the Mayor and the City Clerk, respectively, duly authorized to execute the foregoing LICENSE AGREEMENT on behalf of the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation, and who [] are personally known to me, or [] have produced _____ as identification.

Notary Public, State of Florida at Large
Print or type or affix stamp with name, Commission and expiration date

WITNESSES:

LICENSEE

Council on Aging of Volusia County, Inc.
a Florida Not-for-Profit Corporation

Printed Name: _____

By: _____

Name: _____

Title: _____

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 _____, 20____, by _____, _____, duly authorized to execute the foregoing LICENSE AGREEMENT on behalf of **Council on Aging of Volusia County, Inc.**, a Florida Not-for-Profit Corporation, and who [] is personally known to me, or [] has produced _____ as identification.

Notary Public, State of Florida at Large
Print or type or affix stamp with name, Commission and expiration date



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/5/2021

Consent item: Yes

SUBJECT: (C12) Resolution No. 21-33 - Revising Fees at Cypress Head Golf Course

DEPARTMENT: Parks & Recreation

GOAL: Organizational Excellence

RECOMMENDED MOTION: Move to approve Resolution No. 21-33.

SUMMARY: The fees for the Cypress Head Golf Course are set by the City Council using a maximum fee. The fees are not always charged at the maximum level, but the ordinance provides a not-to-exceed amount for the management team to work within. By setting a maximum and not a set fee, this gives the management company flexibility to adjust the rates charged to the public for services based on the following factors:

1. Cost recovery
2. Market
3. Course condition
4. Maximization of the tee sheet

Trail pass fees are fees charged for golfers to use their own golf carts. While the rest of the fees have not reached the maximum, the trail pass fees have and other fees are approaching the cap. There has been no change to the maximum amounts since 2015. The proposed adjustment to the maximum represents a 25% adjustment for each item. That does not mean that those rates will be charged, but that amount would be available if the market would allow for it.

We have also received requests to have a six-month trail pass fee for our part-time residents. This is not currently a fee structure that we offer and is being added as an option. The attached document will outline the current and proposed maximum fee structure.

The golf board reviewed the proposed fee maximums during a special meeting on September 7, 2021. The board recommended approval 5-0.

Project No.: n/a

Funding Account No.: n/a

Presenter: Susan Lovallo

ATTACHMENTS:

1.	Resolution No 21-33	Reso 21-33 Golf fees.pdf
2.	Proposed Fee Ceiling for Golf Course2021 (2)	Proposed Fee Ceiling for Golf Course2021 (2).docx

Susan Lovallo	Created/Initiated - 8/6/2021
Susan Lovallo	Approved - 8/6/2021
Lupe Reyna-Coffin	Approved - 8/6/2021
Scott Neils	Approved - 8/17/2021
Robin Hayes	Approved - 8/17/2021
Matthew Jones	Approved - 8/25/2021
Wayne Clark	Approved - 8/27/2021
Robin Fenwick	Final Approval - 8/27/2021

RESOLUTION NO. 21-33

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PORT ORANGE, VOLUSIA COUNTY, FLORIDA,
ADOPTING REVISED CHARGES AND FEES RELATING
TO MUNICIPAL GOLF COURSE; PROVIDING FOR
REPEAL OF CONFLICTING RESOLUTIONS; AND
PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 166.201, Florida Statutes, provides for municipalities in the State of Florida to impose user charges or fees by ordinances; and

WHEREAS, Chapter 50, Article IV, Code of Ordinances, City of Port Orange, Florida, authorizes the imposition of charges and fees relating to municipal golf course activities; and

WHEREAS, Cypress pass offered on an annual basis, shall be prorated on a monthly basis for the first six months of each pass year beginning October 1st and shall not be eligible for any further proration thereafter; and

WHEREAS, the City of Port Orange has previously established charges and fees for use of the municipal golf course by resolution; and

WHEREAS, the Parks and Recreation Director has reviewed the current fees and charges and recommends approval of the revised golf course charges and fees set forth in this resolution.

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

Section 1. Pursuant to Section 50-83 of the Code of Ordinances, City of Port Orange, Florida, the following maximum fees are established for use of the municipal golf course by residents:

GOLF ROUND

DAILY

Player (per person) Green Fee

\$57.50 (plus sales tax)

Junior (per person) Green Fee	\$21.25 (plus sales tax)
Cart Rental (per person)	\$28.75 (plus sales tax)
<u>LEGACY PASS</u>	<u>ANNUAL</u>
Legacy Pass Holder	\$2,125.00 (plus sales tax)
Spouse	\$1,125.00 (plus sales tax)
Junior	\$500.00 (plus sales tax)
Transfer fee (with qualifying sale of property)	\$250.00 (plus sales tax)

<u>CYPRESS PASS*</u>	<u>ANNUAL</u>
Cypress Pass Holder	\$2,625.00 (plus sales tax)
Spouse	\$1,500.00 (plus sales tax)

*May be prorated on monthly basis (up to 6 months)

<u>TRAIL</u>	<u>ANNUAL</u>
Trail Pass (12 month)	\$1,875.00 (plus sales tax)
Trail Pass (6 month - Oct 1 thru March 31)	60% of the 12 month pass

<u>PLAY CARD</u>	<u>SEASONAL</u>
10 Play Card	\$250.00 (plus sales tax)

Section 2. Pursuant to Section 50-87 of the Code of Ordinances, City of Port Orange, Florida, the following maximum fees are established for use of the municipal golf course by nonresidents:

Nonresidents may be assessed fees up to twenty-five percent (25%) greater than those set forth in Section 1 above.

Section 3. Surcharge.

Every player using the golf course shall pay a \$1.00 surcharge for each 9-hole round of golf played, unless said round is offered for exchange as barter for third party wholesaler service pursuant to a written agreement. This surcharge shall be assessed in addition to the charges outlined above in Sections 1 and 2. Fifty percent (50%) of the total surcharge collected, less applicable sales tax, shall be reserved for capital expenditures made for clubhouse, golf course, or golf course related facilities improvements, renovations or restorations. Capital expenditures shall be defined as those expenditures exceeding \$5,000.00 in cost and useful life of one year or more.

Section 4. Sales Tax. Applicable sales tax shall be added to the fees and surcharge established herein.

Section 5. This Resolution shall supersede Resolution 15-76 and all resolutions or parts of resolutions in conflict with the provisions of this resolution are hereby repealed to the extent of such conflict.

Section 6. The charges and fees established herein shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Passed and adopted on the day of

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

Proposed Fee Ceiling for Golf Course

Background:

Fees at the golf course have a ceiling set that allows the management company to adjust the rates charged to the public for services based on market, course conditions and maximizing the tee sheet. The last time these fees were adjusted or amended was in 2015. The following will outline the current and proposed maximum fee structure.

Item	Current	Proposed
Green Fee (per person)	\$46	\$57.50
Green Fee Junior (per person)	\$17	\$21.25
Cart rental (per person)	\$23	\$28.75
Legacy Pass Holder (single)	\$1700	\$2125.00
Legacy Spouse	\$900	\$1125.00
Legacy Junior	\$400	\$500.00
Legacy transfer fee (qualifying sale of property)	\$250	\$250.00
Cypress Pass Holder	\$2100	\$2625.00
Cypress pass spouse	\$1200	\$1500.00
*Trails pass 12 month	\$1500	\$1875.00
**Trail Pass 6 month (Oct 1- Mar 31)	(60% of 12-month pass)	(60% of 12-month pass)

*Current fee is at max. ** new fee



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/5/2021

Consent item: Yes

SUBJECT: (C13) Resolution No. 21-53 - Statewide Mutual Aid Agreement for Emergency Management

DEPARTMENT: Fire/Rescue Services

GOAL: 3 - Quality of Life 2 - Infrastructure 1 - Public Safety 6 - Organizational Excellence

RECOMMENDED MOTION: Move to approve Resolution No. 21-53.

SUMMARY: The Emergency Management Act, Chapter 252, provides each local government of the state with the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted, and through such contracts to ensure the timely reimbursement of costs incurred by the local governments which render such assistance.

The City of Port Orange initially adopted the Statewide Mutual Aid Agreement in 2001. However, in 2018, the State of Florida updated the agreement's language, which has resulted in the City having to adopt the new agreement. Entering into this agreement with the State of Florida will allow the City of Port Orange to be better prepared to receive resources, provide resources, and seek reimbursement for a wide range of incidents.

The Statewide Mutual Aid Agreement provides the path for the City to receive/provide essential services in times of need. The document provides clear direction on the following: the proper procedure for requesting resources, appropriate chain of command, applicable forms, and the current FEMA pay schedule.

Project No.: N/A

Funding Account No.: 0

Presenter: Shannon Ball, Joe Wulfing

ATTACHMENTS:

1.	Resolution 21-53 - Approval of Statewide Mutual Aid Agreement	Resolution 21-53 - Approval of Statewide Mutual Aid Agreement.docx
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2.	SMAA 2018 Version 9.20_3	SMAA 2018 Version 9.20_3.pdf
3.	Resolution 01-22 - Statewide Mutual Aid for EM	Resolution 01-22 - Statewide Mutual Aid for EM.pdf

Joe Wulfing	Created/Initiated - 9/1/2021
Joe Wulfing	Approved - 9/3/2021
Matthew Jones	Approved - 9/23/2021
Wayne Clark	Approved - 9/23/2021
Robin Fenwick	Final Approval - 9/24/2021

RESOLUTION NO. 21-53

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; APPROVING THE STATEWIDE MUTUAL AID AGREEMENT; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE SAME; DIRECTING THE CITY MANAGER TO SEND THE EXECUTED AGREEMENT TO THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida is vulnerable to a wide range of disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services; and

WHEREAS, such disasters are likely to exceed the capability of any one local government to cope with the emergency with existing resources; and

WHEREAS, such disasters may also give rise to unusual technical need that the local government may be unable to meet with existing resources, but that other local government may be able to offer; and

WHEREAS, The Emergency Management Act, Chapter 252, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted, and through such agreements to ensure the timely reimbursement of costs incurred by the local governments which render such assistance; and

WHEREAS, pursuant to Chapter 252, the Division has the authority to coordinate assistance between local governments during emergencies and to concentrate available resources where needed.

NOW, THEREFORE, BE IT RESOLVED 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 approves the Statewide Mutual Aide Agreement, a copy of which is attached hereto as Exhibit "A".

Section 2. The Mayor and City Clerk are hereby authorized to execute the Statewide Mutual Aid Agreement on behalf of the City of Port Orange.

Section 3. The City Manager is hereby directed to send a copy of said agreement to the Florida Division of Emergency Management.

Section 4. This resolution shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Adopted on the day of

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



STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

RON DESANTIS
Governor

JARED MOSKOWITZ
Director

STATEWIDE MUTUAL AID AGREEMENT

This Agreement is between the FLORIDA DIVISION OF EMERGENCY MANAGEMENT ("Division") and the local government signing this Agreement (the "Participating Parties"). This agreement is based on the existence of the following conditions:

A. The State of Florida is vulnerable to a wide range of disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.

B. Such disasters are likely to exceed the capability of any one local government to cope with the emergency with existing resources.

C. Such disasters may also give rise to unusual technical needs that the local government may be unable to meet with existing resources, but that other local governments may be able to offer.

D. The Emergency Management Act, Chapter 252, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted, and through such agreements to ensure the timely reimbursement of costs incurred by the local governments which render such assistance.

E. Pursuant to Chapter 252, the Division has the authority to coordinate assistance between local governments during emergencies and to concentrate available resources where needed.

Based on the existence of the foregoing conditions, the parties agree to the following:

ARTICLE I.

Definitions. As used in this Agreement, the following expressions shall have the following meanings:

A. The “Agreement” is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement (“SMAA”).

B. The “Division” is the Division of Emergency Management

C. The “Participating Parties” to this Agreement are the Division and any and all special districts, educational districts, and other local and regional governments signing this Agreement.

D. The “Requesting Parties” to this Agreement are Participating Parties who request assistance during an emergency.

E. The “Assisting Parties” to this Agreement are Participating Parties who render assistance in an emergency to a Requesting Party.

F. The “State Emergency Operations Center” is the facility designated by the State Coordinating Officer to manage and coordinate assistance to local governments during an emergency.

G. The “Comprehensive Emergency Management Plan” is the biennial Plan issued by the Division in accordance with § 252.35(2)(a), Florida Statutes.

H. The “State Coordinating Officer” is the official whom the Governor designates, by Executive Order, to act for the Governor in responding to a disaster, and to exercise the powers of the Governor in accordance with the Executive Order, Chapter 252, Florida Statutes, and the State Comprehensive Emergency Management Plan.

I. The “Period of Assistance” is the time during which any Assisting Party renders assistance to any Requesting Party in an emergency, and shall include both the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return them to their place of origin or to the headquarters of the Assisting Party.

J. A “special district” is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), Florida Statutes, regardless of whether established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.

K. An “educational district” is any school district within the meaning of section 1001.30, Florida Statutes and any community school and state university within the meaning of section 1000.21, Florida Statutes.

L. An “interlocal agreement” is any agreement between local governments within the meaning of section 163.01(3)(a), Florida Statutes.

M. A “local government” is any educational district or any entity that is a “local governmental entity” within the meaning of section 11.45(1)(e), Florida Statutes.

N. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act.

ARTICLE II.

Applicability of the Agreement. A Participating Party may request assistance under this Agreement for a “major” or “catastrophic disaster” as defined in section 252.34, Florida Statutes. If the Participating Party has no other mutual aid agreement that covers a “minor” disaster or other emergencies too extensive to be dealt with unassisted, it may also invoke assistance under this Agreement for a “minor disaster” or other such emergencies.

ARTICLE III.

Invocation of the Agreement. In the event of an emergency or threatened emergency, a Participating Party may invoke assistance under this Agreement by requesting it from any other Participating Party, or from the Division if, in the judgment of the Requesting Party, its own resources are inadequate to meet the emergency.

A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the County Emergency Management Agency of the Requesting Party, unless the State Emergency Operations Center has been activated in response to the emergency for which assistance is requested.

B. All requests for assistance under this Agreement shall be transmitted by County Emergency Management Agency of the Requesting Party to either the Division, or to another Participating Party. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.

C. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate, and shall coordinate the activities of the Assisting Parties so as to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

D. Nothing in this Agreement shall be construed to allocate liability for the costs of personnel, equipment, supplies, services and other resources that are staged by the Division, or by other agencies of the State of Florida, for use in responding to an emergency pending the assignment of such personnel, equipment, supplies, services and other resources to an emergency support function/mission. The documentation, payment, repayment, and reimbursement of all such costs shall be rendered in accordance with the Comprehensive Emergency Management Plan, and general accounting best practices procedures and protocols.

ARTICLE IV.

Responsibilities of Requesting Parties. To the extent practicable, all Requesting Parties seeking assistance under this Agreement shall provide the following information to the Division and the other Participating Parties. In providing such information, the Requesting Party may use Form B attached to this Agreement, and the completion of Form B by the Requesting Party shall be deemed sufficient to meet the requirements of this Article:

A. A description of the damage sustained or threatened;

B. An identification of the specific Emergency Support Function or Functions for which such assistance is needed;

C. A description of the specific type of assistance needed within each Emergency Support Function;

D. A description of the types of personnel, equipment, services, and supplies needed for each specific type of assistance, with an estimate of the time each will be needed;

E. A description of any public infrastructure for which assistance will be needed;

F. A description of any sites or structures outside the territorial jurisdiction of the Requesting Party needed as centers to stage incoming personnel, equipment, supplies, services, or other resources;

G. The place, date and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and

H. A technical description of any communications or telecommunications equipment needed to ensure timely communications between the Requesting Party and any Assisting Parties.

ARTICLE V.

Responsibilities of Assisting Parties. Each Participating Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources and capabilities can render assistance. If a Participating Party which has received a request for assistance under this Agreement determines that it has the capacity to render some or all of such assistance, it shall provide the following information to the Requesting Party and shall transmit it without delay to the Requesting Party and the Division. In providing such information, the Assisting Party may use Form B attached to this Agreement, and the completion of Form B by the Assisting Party shall be deemed sufficient to meet the requirements of this Article:

A. A description of the personnel, equipment, supplies and services it has available, together with a description of the qualifications of any skilled personnel;

B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;

C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services at the date, time and place specified by the Requesting Party;

D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties; and

E. The names of all personnel whom the Assisting Party designates as Supervisors.

F. The estimated costs of the provision of assistance (use FEMA's Schedule of Equipment Rates spreadsheet attached to Form B.)

ARTICLE VI.

Rendition of Assistance. After the Assisting Party has delivered its personnel, equipment, supplies, services, or other resources to the place specified by the Requesting Party, the Requesting Party shall give specific assignments to the Supervisor(s) of the Assisting Party, who shall be responsible for directing the performance of these assignments. The Assisting Party shall have authority to direct the manner in which the assignments are performed. In the event of an emergency that affects the Assisting Party, all personnel, equipment, supplies, services and other resources of the Assisting Party shall be subject to recall by the Assisting Party upon not less than five (5) calendar days' notice or, if such notice is impracticable, as much notice as is practicable under the circumstances.

A. For operations at the scene of *catastrophic* and *major* disasters, the Assisting Party shall to the fullest extent practicable give its personnel and other resources sufficient equipment and supplies to make them self-sufficient for food, shelter, and operations unless the Requesting Party has specified the contrary. For *minor* disasters and other emergencies, the Requesting Party shall be responsible to provide food and shelter for the personnel of the Assisting Party unless the Requesting Party has specified the contrary. In its request for assistance the Requesting Party may specify that Assisting Parties send only self-sufficient personnel or self-sufficient resources.

B. Unless the Requesting Party has specified the contrary, it shall to the fullest extent practicable,

coordinate all communications between its personnel and those of any Assisting Parties, and shall determine all frequencies and other technical specifications for all communications and telecommunications equipment to be used.

C. Personnel of the Assisting Party who render assistance under this Agreement shall receive their usual wages, salaries and other compensation, and shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. If personnel of the Assisting Party hold local licenses or certifications limited to the county or municipality of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the support.

ARTICLE VII.

Procedures for Reimbursement. Unless the Division or the Assisting Party, as the case may be, state the contrary in writing, the ultimate responsibility for the reimbursement of costs incurred under this Agreement shall rest with the Requesting Party, subject to the following conditions and exceptions:

A. In accordance with this Agreement, the Division shall pay the costs incurred by an Assisting Party in responding to a request that the Division initiates on its own, and not for another Requesting Party.

B. An Assisting Party shall bill the Division or other Requesting Party as soon as practicable, but not later than thirty (30) calendar days after the Period of Assistance has closed. Upon the request of any of the concerned Participating Parties, the State Coordinating Officer may extend this deadline for cause.

C. If the Division or the Requesting Party protests any bill or item on a bill from an Assisting Party, it shall do so in writing as soon as practicable, but in no event later than thirty (30) calendar days after the bill is received. Failure to protest any bill or billed item in writing within thirty (30) calendar days shall constitute agreement to the bill and the items on the bill and waive the right to contest the bill.

D. If the Division protests any bill or item on a bill from an Assisting Party, the Assisting Party shall have thirty (30) calendar days from the date of protest to present the bill or item to the original

Requesting Party for payment, subject to any protest by the Requesting Party.

E. If the Assisting Party cannot reach a mutual agreement with the Division or the Requesting Party to the settlement of any protested bill or billed item, the Division, the Assisting Party, or the Requesting Party may elect binding arbitration to determine its liability for the protested bill or billed item in accordance with Section F of this Article.

F. If the Division or a Participating Party elects binding arbitration, it may select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

G. The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Department, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties, and shall be final.

H. If the Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance. All requests to the Federal Emergency Management Agency (FEMA) for the reimbursement of costs incurred by any Participating Party shall be made by and through the Division.

I. If FEMA denies any request for reimbursement of costs which the Division has already advanced to an Assisting Party, the Assisting Party shall repay such costs to the Division, but the Division may waive such repayment for cause.

ARTICLE VIII.

Costs Eligible for Reimbursement. The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.

B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA's Schedule of Equipment Rates (attached to Form B) , or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.

C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida Office of Management and Budget. Upon reasonable notice, the Assisting Party shall make its records available to the Division and the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

ARTICLE IX.

Insurance. Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall file with the Division a certificate issued by the insurer attesting to such coverage.

B. Any Participating Party that elects additional insurance affording liability coverage for any

activities that may be performed under the authority of this Agreement shall file with the Division a certificate issued by the insurer attesting to such coverage.

C. Any Participating Party that is self-insured with respect to any line or lines of insurance shall file with the Division copies of all resolutions in current effect reflecting its determination to act as a self-insurer.

D. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.

E. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties, and shall not be deemed to be the agent of any other Participating Party.

F. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.

G. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.

ARTICLE X.

General Requirements. Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

A. To the extent that assistance under this Agreement is funded by State funds, the obligation of any statewide instrumentality of the State of Florida to reimburse any Assisting Party under this Agreement is contingent upon an annual appropriation by the Legislature.

B. All bills for reimbursement under this Agreement from State funds shall be submitted in detail sufficient for auditing purposes. To the extent that such bills represent costs incurred for travel, such bills shall be submitted in accordance with section 112.061, Florida Statutes, and any applicable

requirements for the reimbursement of state employees for travel costs.

C. All Participating Parties shall allow public access to all documents, papers, letters or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.

D. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.

E. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.

F. Any communication to the Division under this Agreement shall be sent to the Director, Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100. Any communication to any other Participating Party shall be sent to the official or officials specified by that Participating Party on Form C attached to this Agreement. For the purpose of this Section, any such communication may be sent by the U.S. Mail, e-mail, or by facsimile.

ARTICLE XI.

Effect of Agreement. Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, and responsibilities and obligations of that Participating Party under that agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under that agreement, regardless of whether billed or unbilled.

B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under that agreement, but such termination shall not affect the liability of the

Participating Party for the reimbursement of any costs due under that agreement, regardless of whether billed or unbilled.

C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.

D. Unless superseded by the execution of this Agreement in accordance with Section A of this Article, the Statewide Mutual Aid Agreement of 1994 shall terminate and cease to have legal existence after June 30, 2001.

E. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before that date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.

F. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division, and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with Section E of this Article.

ARTICLE XII.

Interpretation and Application of Agreement. The interpretation and application of this Agreement shall be governed by the following conditions:

A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.

B. Time shall be of the essence of this Agreement, and of the performance of all conditions,

obligations, duties, responsibilities, and promises under it.

C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.

D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Party may be required to execute the Agreement with the adopted changes. Your continued or subsequent use of this Agreement following the posting of minor changes to this Agreement will mean you accept those changes.

E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

NOTE: On February 26, 2018, this Agreement was modified by the Division of Emergency Management. This document replaces the August 20, 2007 edition of the Statewide Mutual Aid Agreement; however, any and all Agreements previously executed shall remain in full force and effect. Any local government, special district, or educational institution which has yet to execute this Agreement should use the February 26, 2018 edition for the purposes of becoming a signatory.

IN WITNESS WHEREOF, the Participating Parties have duly executed this Agreement on the date specified below:

FOR ADOPTION BY A COUNTY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____
Director

Date: _____

**COUNTY OF VOLUSIA
COUNTY OF VOLUSIA, FLORIDA**

By: _____
Name: Jeffrey S. Brower
Title: County Chair
Date: _____

Attest:

By: _____
Name: George Recktenwald
County Manager
Date: _____

FOR ADOPTION BY A CITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____
Director

Date: _____

ATTEST:
CITY CLERK

CITY OF _____
STATE OF FLORIDA

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Approved as to Form:

By: _____
City Attorney

FOR ADOPTION BY AN EDUCATIONAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____
Director

Date: _____

STATE OF FLORIDA

SCHOOL DISTRICT,

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Approved as to Form:

By: _____
Attorney for District

FOR ADOPTION BY A COMMUNITY COLLEGE OR STATE UNIVERSITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____
Director

Date: _____

ATTEST:

BOARD OF TRUSTEES
OF _____
COMMUNITY COLLEGE, STATE OF FLORIDA

BOARD OF TRUSTEES
OF _____
UNIVERSITY, STATE OF FLORIDA

By: _____
Clerk

By: _____
Chairman

Date: _____

Approved as to Form:

By: _____
Attorney for Board

FOR ADOPTION BY A SPECIAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____
Director

Date: _____

SPECIAL DISTRICT,
STATE OF FLORIDA

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Approved as to Form:

By: _____
Attorney for District

FOR ADOPTION BY AN AUTHORITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____
Director

Date: _____

ATTEST:

BOARD OF TRUSTEES OF

AUTHORITY, STATE OF FLORIDA

By: _____
Clerk

By: _____
Chairman

Date: _____

Approved as to Form:

By: _____
Attorney for Board

FOR ADOPTION BY A NATIVE AMERICAN TRIBE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____
Director

Date: _____

ATTEST:

TRIBAL COUNCIL OF THE

TRIBE OF FLORIDA

By: _____
Council Clerk

By: _____
Chairman

Date: _____

Approved as to Form:

By: _____
Attorney for Council

FOR ADOPTION BY A COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____
Director

Date: _____

COMMUNITY DEVELOPMENT DISTRICT,
STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____
Attorney for District

Date: _____

FORM C

CONTACT INFORMATION FOR AUTHORIZED REPRESENTATIVES

Name of Government: _____

Mailing Address: _____

Authorized Representative Contact Information

Primary Authorized Representative

Name: _____

Title: _____

Address: _____

Day Phone: _____ Night Phone: _____

Facsimile: _____ Email: _____

1st Alternate Authorized Representative

Name: _____

Title: _____

Address: _____

Day Phone: _____ Night Phone: _____

Facsimile: _____ Email: _____

2nd Alternate Authorized Representative

Name: _____

Title: _____

Address: _____

Day Phone: _____ Night Phone: _____

Facsimile: _____ Email: _____

*****PLEASE UPDATE AS ELECTIONS OR APPOINTMENTS OCCUR*****

**SAMPLE AUTHORIZING RESOLUTION
FOR ADOPTION OF
STATEWIDE MUTUAL AID AGREEMENT**

RESOLUTION NO. _____

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS, the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS, this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

NOW, THEREFORE, be it resolved by _____
_____ that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

ADOPTED BY: _____

DATE: _____

I certify that the foregoing is an accurate copy of the Resolution adopted by
_____ on _____.

BY: _____

TITLE: _____

DATE: _____

STATEWIDE MUTUAL AID AGREEMENT
Type or print all information except signatures
Form B

PART I**TO BE COMPLETED BY THE REQUESTING PARTY**

Date:		Time:		HRS		Mission No:	
		(local)					
Point of Contact:		Telephone No:			E-mail address:		
Requesting Party:				Assisting Party:			
Incident Requiring Assistance:							
Type of Assistance/Resources Needed (use Part IV for additional space)							
Date & Time Resources Needed:				Location (address):			
Approximated Date/Time Resources Released:							
Authorized Official's Name:			Signature:				
Title:		Agency:					

PART II**TO BE COMPLETED BY THE ASSISTING PARTY**

Contact Person:		Telephone No:		E-mail address:	
Type of Assistance Available:					
Date & Time Resources Available		To:			
Location (address):					
Approximate Total cost for mission:	\$				
Travel: \$	Personnel: \$	Equipment & Materials: \$	Contract Rental: \$		
Logistics Required from Requesting Party	Yes ☐	(Provide information on attached Part IV)			No ☐
Authorized Official's Name:		Title:			
Date:		Signature:		Local Mission No:	

PART III**TO BE COMPLETED BY THE REQUESTING PARTY**

Authorized Official's Name:		Title:	
Signature:		Agency:	

PART IV

STATEWIDE MUTUAL AID AGREEMENT
Type or print all information except signatures
Form B (continued)

MISCELLANEOUS ITEMS / OTHER MISSION INFORMATION

FEMA’s SCHEDULE OF EQUIPMENT RATES

DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY
RECOVERY DIRECTORATE
PUBLIC ASSISTANCE DIVISION
WASHINGTON, DC 20472

The rates on this Schedule of Equipment Rates are for applicant owned equipment in good mechanical condition, complete with all required attachments. Each rate covers all costs eligible under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121, et seq., for ownership and operation of equipment, including depreciation, overhead, all maintenance, field repairs, fuel, lubricants, tires, OSHA equipment and other costs incidental to operation. Standby equipment costs are not eligible.

Equipment must be in actual operation performing eligible work in order for reimbursement to be eligible. LABOR COSTS OF OPERATOR ARE NOT INCLUDED in the rates and should be approved separately from equipment costs.

Information regarding the use of the Schedule is contained in 44 CFR § 206.228 Allowable Costs. Rates for equipment not listed will be furnished by FEMA upon request. Any appeals shall be in accordance with 44 CFR § 206.206 Appeals.

THESE RATES ARE APPLICABLE TO MAJOR DISASTERS AND EMERGENCIES
DECLARED BY THE PRESIDENT ON OR AFTER August 15, 2019.

FEMA Code ID		Equipment Description					
Cost Code	Equipment	Specifications	Capacity or Size	HP	Notes	Unit	2019 Updated Rate
8010	Air Compressor	Air Delivery	41 CFM	to 10	Hoses included.	hour	\$ 1.62
8011	Air Compressor	Air Delivery	103 CFM	to 30	Hoses included.	hour	\$ 9.86
8012	Air Compressor	Air Delivery	130 CFM	to 50	Hoses included.	hour	\$ 12.49
8013	Air Compressor	Air Delivery	175 CFM	to 90	Hoses included.	hour	\$ 20.98
8014	Air Compressor	Air Delivery	400 CFM	to 145	Hoses included.	hour	\$ 32.13
8015	Air Compressor	Air Delivery	575 CFM	to 230	Hoses included.	hour	\$ 57.05
8016	Air Compressor	Air Delivery	1100 CFM	to 355	Hoses included.	hour	\$ 95.60
8017	Air Compressor	Air Delivery	1600 CFM	to 500	Hoses included.	hour	\$ 98.55
8040	Ambulance			to 150		hour	\$ 28.09
8041	Ambulance			to 210		hour	\$ 41.18
8050	Board, Arrow			to 8	Trailer Mounted.	hour	\$ 4.53
8051	Board, Message			to 5	Trailer Mounted.	hour	\$ 11.60
8060	Auger, Portable	Hole Diameter	16 In	to 6		hour	\$ 2.34
8061	Auger, Portable	Hole Diameter	18 In	to 13		hour	\$ 4.65
8062	Auger, Tractor Mntd	Max. Auger Diameter	36 In	to 13	Includes digger, boom and mounting hardware.	hour	\$ 3.25
8063	Auger, Truck Mntd	Max. Auger Size	24 In	to 100	Includes digger, boom and mounting hardware. Add this rate to tractor rate for total auger and tractor rate.	hour	\$ 34.93
8064	Hydraulic Post Driver					hour	\$ 35.27
8065	Auger	Horizontal Directional Boring Machine	250 X 100	300	DD-140B YR-2003	hour	\$ 172.29
8066	Auger	Horizontal Directional Boring Machine	50 X 100	24	Average to 7,000 lbs	hour	\$ 33.83
8067	Auger, Directional Boring Machine	Auger, Directional Boring Machine	7,000 - 10,000 lbs	45	JT920L (2013)	hour	\$ 41.04
8068	Bush Hog	Bush Hog - Model 326	Single Spindle Rotary Cutters			hour	\$ 20.61
8068-1	Bush Hog	Bush Hog - Model 3210	Lift, Pull, Semi-Mount & Offset Model			hour	\$ 28.74
8068-2	Bush Hog	Bush Hog - Model 2815	Flex Wing Rotary Cutters			hour	\$ 43.17
8070	Automobile			to 130	Transporting people.	mile	\$ 0.545
8071	Automobile			to 130	Transporting cargo.	hour	\$ 12.43
8072	Automobile, Police			to 250	Patrolling.	mile	\$ 0.545
8073	Automobile, Police			to 250	Stationary with engine running.	hour	\$ 16.05
8075	Motorcycle, Police					mile	\$ 0.505
8076	Automobile - Chevy Trailblazer	6 or 8 cl		285 to 300		hour	\$ 23.99
8077	Automobile - Ford Expedition	Fire Command Center	EcoBoost V-6	360	2015 Model	hour	\$ 19.62
8078	MRAP Armored Rescue Vehicle	Search and Rescue	Military Suplus Vehicle	375-450	Qualified foe operational rate on	Hr.	\$ 51.80
8079	MRAP C-MTV	Multi-Theater (Military Surplus)Vehicle	gvwr 55000 Lbs	to 350	Qualified foe operational rate on	Hr.	\$ 48.35

8080	All Terrain Vehicle (ATV)	Engine 110cc, 4-Wheel; 20" tyre		6.5-7.5		hour	\$ 8.23
8081	All Terrain Vehicle (ATV)	Engine 125cc, 4-Wheel; 21" tyre		7.6-8.6		hour	\$ 8.67
8082	All Terrain Vehicle (ATV)	Engine 150cc, 4-Wheel; 22" tyre		9.0-10.0		hour	\$ 8.68
8083	All Terrain Vehicle (ATV)	Engine 200cc, 4-Wheel; 24" tyre		12-14.0		hour	\$ 9.23
8084	All Terrain Vehicle (ATV)	Engine 250cc, 4-Wheel; 24" tyre		15-17		hour	\$ 9.81
8085	All Terrain Vehicle (ATV)	Engine 300cc, 4-Wheel; 24" tyre		18-20		hour	\$ 10.66
8086	All Terrain Vehicle (ATV)	Engine 400cc. 4-Wheel; 25" tyre		26-28		hour	\$ 12.20
8087	All Terrain Vehicle (ATV)	Engine 450cc, 4-Wheel; 25" tyre		26-28		hour	\$ 13.07
8088	All Terrain Vehicle (ATV)	Engine 650cc, 4-Wheel; 25" tyre		38-40		hour	\$ 13.86
8089	All Terrain Vehicle (ATV)	Engine 750cc, 4-Wheel; 25" tyre		44-46		hour	\$ 14.79
8110	Barge, Deck	Size	50'x35'x7.25'	0	Push by Tug-Boat	hour	\$ 52.00
8111	Barge, Deck	Size	50'x35'x9'	0	Push by Tug-Boat	hour	\$ 61.96
8112	Barge, Deck	Size	120'x45'x10'	0	Push by Tug-Boat	hour	\$ 109.97
8113	Barge, Deck	Size	160'x45'x11"	0	Push by Tug-Boat	hour	\$ 136.90
8120	Boat, Tow	Size	55'x20'x5'	to 870	Steel.	hour	\$ 352.71
8121	Boat, Tow	Size	60'x21'x5'	to 1050	Steel.	hour	\$ 400.32
8122	Boat, Tow	Size	70'x30'x7.5'	to 1350	Steel.	hour	\$ 624.56
8123	Boat, Tow	Size	120'x34'x8'	to 2000	Steel.	hour	\$ 1,181.86
8124	Airboat	815AGIS Airboat w/spray unit	15'x8'	400		hour	\$ 32.70
8125	Airboat	815AGIS Airboat w/spray unit	15'x8'	425		hour	\$ 33.06
8126	Swamp Buggy	Conquest		360		hour	\$ 41.35
8130	Boat, Row			0	Heavy duty.	hour	\$ 1.46
8131	Boat, Runabout	Size	13'x5'	to 50	Outboard.	hour	\$ 12.55
8132	Boat, Tender	Size	14'x7'	to 100	Inboard with 360 degree drive.	hour	\$ 16.58
8133	Boat, Push	Size	45'x21'x6'	to 435	Flat hull.	hour	\$ 235.03
8134	Boat, Push	Size	54'x21'x6'	to 525	Flat hull.	hour	\$ 290.74
8135	Boat, Push	Size	58'x24'x7.5'	to 705	Flat hull.	hour	\$ 355.70
8136	Boat, Push	Size	64'x25'x8'	to 870	Flat hull.	hour	\$ 359.36
8140	Boat, Tug	Length	16 Ft	to 100		hour	\$ 47.35
8141	Boat, Tug	Length	18 Ft	to 175		hour	\$ 70.55
8142	Boat, Tug	Length	26 Ft	to 250		hour	\$ 90.10
8143	Boat, Tug	Length	40 Ft	to 380		hour	\$ 215.09
8144	Boat, Tug	Length	51 Ft	to 700		hour	\$ 302.01
8145	Jet Ski	3-seater				hour	\$ 27.70
8146	Jet Ski					hour	\$ 8.60
8147	Boat, Inflatable Rescue Raft	Zodiac		0		hour	\$ 1.13
8148	Boat, Runabout	1544 lbs	11 passenger capacity	190-250		hour	\$ 65.51
8149	Boat, removable engine	2000 Johnson Outboard Motor w 15" shaft		15		hour	\$ 1.58
8151	Broom, Pavement	Broom Length	96 In	to 100		hour	\$ 30.41
8153	Broom, Pavement, Mntd	Broom Length	72 In	to 18	Add Prime Mover cost for total rate	hour	\$ 6.24
8154	Broom, Pavement, Pull	Broom Length	84 In	to 20	Add Prime Mover cost for total rate	hour	\$ 23.75
8155	Broom, Pavement	Broom Length	72 In	to 35		hour	\$ 25.28
8157	Sweeper, Pavement			to 110		hour	\$ 78.79
8158	Sweeper, Pavement			to 230		hour	\$ 102.03
8180	Bus			to 150		hour	\$ 21.60
8181	Bus			to 210		hour	\$ 25.82
8182	Bus			to 300		hour	\$ 39.65
8183	Blower	Gasoline powered Toro Pro Force		27		hour	\$ 15.40
8183x	Mosquito Sprayer	2015 Adapco Guardian 95 ES	15-gal; 350 lbs			hour	\$ 18.83
8184	Back-Pack Blower			to 4.4		hour	\$ 1.53
8185	Walk-Behind Blower			13		hour	\$ 6.83
8187	Chainsaw	Bar Length = 20 in	3.0 cu in	2.7		hour	\$ 1.91
8188	Chainsaw	Bar Length = 20 in	5.0 cu in			hour	\$ 2.59
8189	Chainsaw	Bar Length = 20 in	6.0 cu in	3.4		hour	\$ 2.77

8190	Chain Saw	Bar Length = 16 in	2.5 cu in	2.4		hour	\$ 1.80
8191	Chain Saw (STIHL)	Bar Length = 25 in	7.5 cu in	3.62		hour	\$ 3.73
8192	Chain Saw, Pole	Bar Length = 18 in	4.0 cu in	3.2		hour	\$ 2.10
8193	Skidder	model 748 E		to 173		hour	\$ 56.25
8194	Skidder	model 648 G11		to 177		hour	\$ 105.44
8195	Cutter, Brush	Cutter Size	8 ft	to 150		hour	\$ 119.52
8196	Cutter, Brush	Cutter Size	8 ft	to 190		hour	\$ 134.74
8197	Cutter, Brush	Cutter Size	10 ft	to 245		hour	\$ 142.31
8198	Bruncher Cutter	Cutter, Brush - 247 hp, 1997 Model 511 Feller		to 247		hour	\$ 193.95
8199	Log Trailer	40 ft		0		hour	\$ 10.15
8200	Chipper, Brush	Chipping Capacity	6 In	to 35	Trailer Mounted.	hour	\$ 8.97
8201	Chipper, Brush	Chipping Capacity	9 In	to 65	Trailer Mounted.	hour	\$ 17.06
8202	Chipper, Brush	Chipping Capacity	12 In	to 100	Trailer Mounted.	hour	\$ 24.89
8203	Chipper, Brush	Chipping Capacity	15 In	to 125	Trailer Mounted.	hour	\$ 35.75
8204	Chipper, Brush	Chipping Capacity	18 In	to 200	Trailer Mounted.	hour	\$ 50.41
8208	Loader - Tractor - Knuckleboom	model Barko 595 ML		to 173		hour	\$ 169.74
8209	Loader - Wheel	model 210 w/ Buck Saw 50 inch Bar		to 240		hour	\$ 98.48
8210	Clamshell & Dragline, Crawler		149,999 lbs	to 235	Bucket not included in rate.	hour	\$ 134.68
8211	Clamshell & Dragline, Crawler		250,000 lbs	to 520	Bucket not included in rate.	hour	\$ 178.82
8212	Clamshell & Dragline, Truck			to 240	Bucket not included in rate.	hour	\$ 147.05
8218	BOMAG Compactor	BW100AD-3		33		Hour	\$ 24.80
8219	Compactor -2-Ton Pavement Roller	Single Drum Vibratoty Compactor	to 2.9 Ton	28		hour	\$ 28.72
8220	Compactor			to 10		hour	\$ 15.92
8221	Compactor, towed, Vibratory Drum			to 45	Plus tow Truck	hour	\$ 33.56
8222	Compactor, Vibratory, Drum			to 75		hour	\$ 24.09
8223	Compactor, pneumatic, wheel			to 100		hour	\$ 26.90
8225	Compactor, Sanitation			to 300		hour	\$ 96.11
8226	Compactor, Sanitation			to 400		hour	\$ 154.63
8227	Compactor, Sanitation			535		hour	\$ 264.25
8228	Compactor, towed, Pneumatic, Wheel	Hercules PT-11,	10,000 lbs		11-Wheels (Towed)	hour	\$ 18.48
8229	Compactor,Towed Steel Drum Static Compactor	GTD-54120	20,000 lbs		Grid Drum (Towed)	hour	\$ 16.22
8240	Feeder, Grizzly			to 35		hour	\$ 25.47
8241	Feeder, Grizzly			to 55		hour	\$ 33.55
8242	Feeder, Grizzly			to 75		hour	\$ 65.18
8250	Dozer, Crawler	Deere 450J LT		to 75		hour	\$ 54.20
8251	Dozer, Crawler	Deere 650K LGP; ROPS/FOPS		to 105		hour	\$ 65.14
8252	Dozer, Crawler			to 160		hour	\$ 98.77
8253	Dozer, Crawler			to 250		hour	\$ 153.35
8254	Dozer, Crawler			to 360		hour	\$ 218.47
8255	Dozer, Crawler	Make/Model: CAT D10T (disc. 2014); Protection: EROPS; Type Semi-U		to 574		hour	\$ 317.49
8256	Dozer, Crawler			to 850		hour	\$ 358.48
8260	Dozer, Wheel			to 300		hour	\$ 66.26
8261	Dozer, Wheel			to 400		hour	\$ 101.22
8262	Dozer, Wheel			to 500		hour	\$ 184.08
8263	Dozer, Wheel			to 625		hour	\$ 239.31
8269	Box Scraper	3 hitch attach for tractor; 2007 Befco		0		hour	\$ 3.65
8270	Bucket, Clamshell	Capacity	1.0 CY	0	Includes teeth. Does not include Clamshell & Dragline	hour	\$ 4.64
8271	Bucket, Clamshell	Capacity	2.5 CY	0	Includes teeth. Does not include Clamshell & Dragline	hour	\$ 8.81
8272	Bucket, Clamshell	Capacity	5.0 CY	0	Includes teeth. Does not include Clamshell & Dragline	hour	\$ 13.19
8273	Bucket, Clamshell	Capacity	7.5 CY	0	Includes teeth. Does not include Clamshell & Dragline	hour	\$ 23.31
8275	Bucket, Dragline	Capacity	2.0 CY	0	Does not include Clamshell & Dragline	hour	\$ 3.98
8276	Bucket, Dragline	Capacity	5.0 CY	0	Does not include Clamshell & Dragline	hour	\$ 9.93

8277	Bucket, Dragline	Capacity	10 CY	0	Does not include Clamshell & Dragline	hour	\$ 14.19
8278	Bucket, Dragline	Capacity	14 CY	0	Does not include Clamshell & Dragline	hour	\$ 18.72
8280	Excavator, Hydraulic	Bucket Capacity	0.5 CY	to 45	Crawler, Truck & Wheel. Includes bucket.	hour	\$ 18.97
8281	Excavator, Hydraulic	Bucket Capacity	1.0 CY	to 90	Crawler, Truck & Wheel. Includes bucket.	hour	\$ 36.06
8282	Excavator, Hydraulic	Bucket Capacity	1.5 CY	to 160	Crawler, Truck & Wheel. Includes bucket.	hour	\$ 55.30
8283	Excavator, Hydraulic	Bucket Capacity	2.5 CY	to 265	Crawler, Truck & Wheel. Includes bucket.	hour	\$ 158.86
8284	Excavator, Hydraulic	Bucket Capacity	4.5 CY	to 420	Crawler, Truck & Wheel. Includes bucket.	hour	\$ 264.64
8285	Excavator, Hydraulic	Bucket Capacity	7.5 CY	to 650	Crawler, Truck & Wheel. Includes bucket.	hour	\$ 304.91
8286	Excavator, Hydraulic	Bucket Capacity	12 CY	to 1000	Crawler, Truck & Wheel. Includes bucket.	hour	\$ 466.41
8287	Excavator	2007 model Gradall XL3100 III		184		hour	\$ 102.62
8288	Excavator	2003 model Gradall XL4100 III		238		hour	\$ 117.66
8289	Excavator	2006 model Gradall XL5100		230		hour	\$ 109.03
8290	Trowel, Concrete	Diameter	48 In	to 12		hour	\$ 4.94
8300	Fork Lift	Capacity	6000 Lbs	to 60		hour	\$ 14.73
8301	Fork Lift	Capacity	12000 Lbs	to 90		hour	\$ 21.12
8302	Fork Lift	Capacity	18000 Lbs	to 140		hour	\$ 28.79
8303	Fork Lift	Capacity	50000 Lbs	to 215		hour	\$ 63.25
8306	Fork Lift Material handler	Diesel, CAT TH360B	6600-11500 gvr lbs	94.9	3.1- 3.5 Mton	hour	\$ 44.62
8307	Fork Lift Material handler	Diesel, CAT TH460B	9000 Lbs	94.9	4.5 - 4.9 Mton	hour	\$ 51.93
8308	Fork Lift Material handler	Diesel, CAT TH560B	10000 Lbs	117.5	4.5 - 4.9 Mton	hour	\$ 56.14
8309	Fork Lift Accessory	2003 ACS Paddle Fork		0		hour	\$ 3.53
8310	Generator	Prime Output	5.5 KW	to 10		hour	\$ 5.36
8311	Generator	Prime Output	16 KW	to 25		hour	\$ 7.81
8312	Generator	Prime Output	60KW	to 88		hour	\$ 25.56
8313	Generator	Prime Output	100 KW	to 125		hour	\$ 43.60
8314	Generator	Prime Output	150 KW	to 240		hour	\$ 62.83
8315	Generator	Prime Output	210 KW	to 300		hour	\$ 85.70
8316	Generator	Prime Output	280 KW	to 400		hour	\$ 103.34
8317	Generator	Prime Output	350 KW	to 500		hour	\$ 114.23
8318	Generator	Prime Output	530 KW	to 750		hour	\$ 202.00
8319	Generator	Prime Output	710 KW	to 1000		hour	\$ 225.34
8327	Generator	Prime Output	800 KW	1065		hour	\$ 232.46
8328	Generator	Prime Output	900 KW	1355		hour	\$ 295.15
8329	Generator	Prime Output	1000 KW	1000	Open	hour	\$ 356.94
8320	Generator	Prime Output	1100 KW	1645	Open	hour	\$ 393.43
8321	Generator	Prime Output	2500 KW	to 3000		hour	\$ 553.78
8322	Generator	Prime Output	1,000 KW	to 1645	Enclosed	hour	\$ 450.78
8323	Generator	Prime Output	1,500 KW	to 2500	Enclosed	hour	\$ 583.01
8324	Generator	Prime Output	1100KW	2500	Enclosed	hour	\$ 567.48
8325	Generator	Prime Output	40KW	63	Open	hour	\$ 23.16
8326	Generator	Prime Output	20KW	35	Open/Closeed	hour	\$ 18.05
8327	Generator Large	Prime Output	80 KW	120		Hr.	\$ 31.65
8328	Generator Heavy Duty	Prime Output	2000KW		Open	Hr.	\$ 490.00
8330	Graders	Moldboard Size	10 Ft	to 110	Includes Rigid and Articulate equipment.	hour	\$ 43.98
8331	Graders	Moldboard Size	12 Ft	to 150	Includes Rigid and Articulate equipment.	hour	\$ 63.63
8332	Graders	Moldboard Size	14 Ft	to 225	Includes Rigid and Articulate equipment.	hour	\$ 80.43
8350	Hose, Discharge	Diameter	3 In	0	Per 25 foot length. Includes couplings.	hour	\$ 0.16
8351	Hose, Discharge	Diameter	4 In	0	Per 25 foot length. Includes couplings.	hour	\$ 0.24
8352	Hose, Discharge	Diameter	6 In	0	Per 25 foot length. Includes couplings.	hour	\$ 0.62
8353	Hose, Discharge	Diameter	8 In	0	Per 25 foot length. Includes couplings.	hour	\$ 0.62

8354	Hose, Discharge	Diameter	12 In	0	Per 25 foot length. Includes couplings.	hour	\$ 0.92
8355	Hose, Discharge	Diameter	16 In	0	Per 25 foot length. Includes couplings.	hour	\$ 1.71
8356	Hose, Suction	Diameter	3 In	0	Per 25 foot length. Includes couplings.	hour	\$ 0.31
8357	Hose, Suction	Diameter	4 In	0	Per 25 foot length. Includes couplings.	hour	\$ 0.37
8358	Hose, Suction	Diameter	6 In	0	Per 25 foot length. Includes couplings.	hour	\$ 1.17
8359	Hose, Suction	Diameter	8 In	0	Per 25 foot length. Includes couplings.	hour	\$ 1.11
8360	Hose, Suction	Diameter	12 In	0	Per 25 foot length. Includes couplings.	hour	\$ 1.73
8361	Hose, Suction	Diameter	16 In	0	Per 25 foot length. Includes couplings.	hour	\$ 3.29
8380	Loader, Crawler	Bucket Capacity	0.5 CY	to 32	Includes bucket.	hour	\$ 19.59
8381	Loader, Crawler	Bucket Capacity	1 CY	to 60	Includes bucket.	hour	\$ 36.87
8382	Loader, Crawler	Bucket Capacity	2 CY	to 118	Includes bucket.	hour	\$ 69.24
8383	Loader, Crawler	Bucket Capacity	3 CY	to 178	Includes bucket.	hour	\$ 103.22
8384	Loader, Crawler	Bucket Capacity	4 CY	to 238	Includes bucket.	hour	\$ 123.73
8390	Loader, Wheel	Bucket Capacity	0.5 CY	to 38		hour	\$ 20.80
8391	Loader, Wheel	Bucket Capacity	1 CY	to 60		hour	\$ 41.33
8392	Loader, Wheel	Bucket Capacity	2 CY	to 105	CAT-926	hour	\$ 38.10
8393	Loader, Wheel	Bucket Capacity	3 CY	to 152		hour	\$ 46.17
8394	Loader, Wheel	Bucket Capacity	4 CY	232		hour	\$ 76.27
8395	Loader, Wheel	Bucket Capacity	5 CY	255		hour	\$ 79.50
8396	Loader, Wheel	Bucket Capacity	6 CY	to 305		hour	\$ 116.12
8397	Loader, Wheel	Bucket Capacity	7 CY	to 360		hour	\$ 129.40
8398	Loader, Wheel	Bucket Capacity	8 CY	to 530		hour	\$ 188.87
8401	Loader, Tractor, Wheel	Bucket Capacity	0.87 CY	to 80	Case 580 Super L	hour	\$ 37.13
8410	Mixer, Concrete Portable	Batching Capacity	10 Cft	8	Diesel Powered	hour	\$ 3.13
8411	Mixer, Concrete Portable	Batching Capacity	12 Cft	11	Gasoline Powered	hour	\$ 4.31
8412	Mixer, Concrete, Trailer Mntd	Batching Capacity	11 Cft	to 10		hour	\$ 15.32
8413	Mixer, Concrete, Trailer Mntd	Batching Capacity	16 Cft	to 25		hour	\$ 20.47
8414	Truck, Concrete Mixer	Mixer Capacity	13 CY	to 300		hour	\$ 84.71
8419	Hand-Held, Pavement Breakers	Weight	25~90 Lbs	0	Air Tool/Electric Power	hour	\$ 1.12
8420	Self-Propelled Pavement Breaker,			to 70-80	Self-Propelled (Diesel)	hour	\$ 59.54
8421	Vibrator, Concrete	Hand Held		to 4		hour	\$ 1.63
8423	Spreader, Chip	Spread Hopper Width	12.5 Ft	to 152		hour	\$ 90.67
8424	Spreader, Chip	Spread Hopper Width	16.5 Ft	to 215		hour	\$ 125.19
8425	Spreader, Chip, Mntd	Hopper Size	8 Ft	to 8	Trailer & truck mounted.	hour	\$ 4.77
8430	Paver, Asphalt, Towed			0	Does not include Prime Mover.	hour	\$ 12.67
8431	Paver, Asphalt	Crawler		to 50	Includes wheel and crawler equipment.	hour	\$ 76.41
8432	Paver, Asphalt	Crawler		to 125	Includes wheel and crawler equipment.	hour	\$ 96.52
8433	Paver, Asphalt	Crawler		to 175	Includes wheel and crawler equipment.	hour	\$ 144.69
8434	Paver, Asphalt		35,000Lbs & Over	to 250	Includes wheel and crawler equipment.	hour	\$ 224.01
8436	Pick-up, Asphalt			to 110		hour	\$ 98.06
8437	Pick-up, Asphalt	Cederapids	CR MS-2	113 to 140	Asphalt-Pick-up Machine	hour	\$ 140.59
8438	Pick-up, Asphalt	Blaw-Knox	MC-330	184 to 200	Asphalt-Pick-up Machine	hour	\$ 189.75
8439	Pick-up, Asphalt		MTV 1000C	to 275	Asphalt-Pick-up Machine	hour	\$ 214.03
8440	Striper	Paint Capacity	40 Gal	to 22		hour	\$ 16.92
8441	Striper	Paint Capacity	90 Gal	to 60		hour	\$ 24.24
8442	Striper	Paint Capacity	120 Gal	to 122		hour	\$ 45.28
8445	Striper, Truck Mntd	Paint Capacity	120 Gal	to 460		hour	\$ 83.35
8446	Striper, Walk-behind	Paint Capacity	12 Gal	5		hour	\$ 4.23
8447	Paver accessory -Belt Extension	2002 Leeboy Conveyor Belt Extension	24' X 50'	0	crawler	hour	\$ 33.48
8450	Plow, Snow, Grader Mntd	Width	to 10 Ft	0	Include Grader for total cost	hour	\$ 28.28
8451	Plow, Snow, Grader Mntd	Width	to 14 Ft	0	Include Grader for total cost	hour	\$ 33.21

8452	Plow, Truck Mntd	Width	to 15 Ft	0	Include truck for total cost	hour	\$ 25.23
8453	Plow, Truck Mntd	Width	to 15 Ft	0	With leveling wing. Include truck for total cost	hour	\$ 41.04
8455	Spreader, Sand	Mounting	Tailgate, Chassis	0	Truck not included	hour	\$ 8.24
8456	Spreader, Sand	Mounting	Dump Body	0	Truck not included	hour	\$ 10.55
8457	Spreader, Sand	Mounting	Truck (10yd)	0	Truck not included	hour	\$ 13.41
8458	Spreader, Chemical	Capacity	5 CY	to 4	Trailer & truck mounted.	hour	\$ 6.30
8469	Pump - Trash Pump	10 MTC	2" Pump	to 7	10,000 gph	hour	\$ 7.87
8470	Pump	Centrifugal, 8M pump	2" - 10,000 gal/hr.	to 4.5	Hoses not included.	hour	\$ 6.31
8471	Pump	Diaphragm pump	2" - 3,000 gal/hr.	to 6	Hoses not included.	hour	\$ 6.98
8472	Pump	Centrifugal, 18M pump	3" - 18,000 gal/hr. pump	to 10	Hoses not included.	hour	\$ 8.05
8473	Pump			to 15	Hoses not included.	hour	\$ 12.08
8474	Pump			to 25	Hoses not included.	hour	\$ 13.77
8475	Pump			to 40	Hoses not included.	hour	\$ 16.98
8476	Pump	4" - 40,000 gal/hr.	4" - 40,000 gal/hr.	to 60	Hoses not included.	hour	\$ 27.45
8477	Pump			to 95	Hoses not included.	hour	\$ 32.77
8478	Pump			to 140	Hoses not included.	hour	\$ 41.84
8479	Pump			to 200	Hoses not included.	hour	\$ 50.79
8480	Pump			to 275	Does not include Hoses.	hour	\$ 68.33
8481	Pump			to 350	Does not include Hoses.	hour	\$ 81.66
8482	Pump			to 425	Does not include Hoses.	hour	\$ 99.01
8483	Pump			to 500	Does not include Hoses.	hour	\$ 117.21
8484	Pump			to 575	Does not include Hoses.	hour	\$ 136.53
8485	Pump			to 650	Does not include Hoses.	hour	\$ 154.88
8486	Aerial Lift, Truck Mntd	Max. Platform Height	40 Ft		Add this rate to truck rate for total lift and truck rate	hour	\$ 11.63
8487	Aerial Lift, Truck Mntd	Max. Platform Height	61 Ft		Add this rate to truck rate for total lift and truck rate	hour	\$ 21.99
8488	Aerial Lift, Truck Mntd	Max. Platform Height	80 Ft		Add this rate to truck rate for total lift and truck rate	hour	\$ 39.80
8489	Aerial Lift, Truck Mntd	Max. Platform Load - 600Lbs	81 Ft -100 Ft. Ht.		Articulated and Telescoping. Add this rate to truck rate for total lift and truck rate	hour	\$ 42.16
8490	Aerial Lift, Self-Propelled	Max. Platform Height	37 Ft. Ht.	to 15	Articulated, Telescoping, Scissor.	hour	\$ 9.02
8491	Aerial Lift, Self-Propelled	Max. Platform Height	60 Ft. Ht.	to 30	Articulated, Telescoping, Scissor.	hour	\$ 17.39
8492	Aerial Lift, Self-Propelled	Max. Platform Height	70 Ft. Ht.	to 50	Articulated, Telescoping, Scissor.	hour	\$ 31.57
8493	Aerial Lift, Self-Propelled	Max. Platform Height	125 Ft. Ht.	to 85	Articulated and Telescoping.	hour	\$ 56.70
8494	Aerial Lift, Self-Propelled	Max. Platform Height	150 Ft. Ht.	to 130	Articulated and Telescoping.	hour	\$ 73.90
8495	I.C. Aerial Lift, Self-Propelled	Max. Platform Load - 500 Lbs	75"x155", 40Ft Ht.	to 80	2000 Lbs Capacity	hour	\$ 29.71
8496	Crane, Truck Mntd	Max. Lift Capacity	24000 Lbs	0	Include truck rate for total cost	hour	\$ 16.54
8497	Crane, Truck Mntd	Max. Lift Capacity	36000 Lbs	0	Include truck rate for total cost	hour	\$ 23.17
8498	Crane, Truck Mntd	Max. Lift Capacity	60000 Lbs	0	Include truck rate for total cost	hour	\$ 37.46
8499	Pump - Trash-Pump	CPB Rating - 10MTC	10000 gal/Hr	7	Self- Priming Trash Pump	hour	\$ 7.76
8500	Crane	Max. Lift Capacity	8 MT	to 80		hour	\$ 40.75
8501	Crane	Max. Lift Capacity	15 MT	to 150		hour	\$ 67.83
8502	Crane	Max. Lift Capacity	50 MT	to 200		hour	\$ 93.95
8503	Crane	Max. Lift Capacity	70 MT	to 300		hour	\$ 180.23
8504	Crane	Max. Lift Capacity	110 MT	to 350		hour	\$ 258.23
8510	Saw, Concrete	Blade Diameter	14 In	to 14		hour	\$ 7.62
8511	Saw, Concrete	Blade Diameter	26 In	to 35		hour	\$ 12.47
8512	Saw, Concrete	Blade Diameter	48 In	to 65		hour	\$ 26.81
8513	Saw, Rock	Blade Diameter		to 100		hour	\$ 35.13
8514	Saw, Rock	Blade Diameter		to 200		hour	\$ 68.85
8517	Jackhammer (Dry)	Weight Class	25-45 Lbs	0	Pneumatic Powered	hour	\$ 1.77
8518	Jackhammer (Wet)	Weight Class	30-55 Lbs	0	Pneumatic Powered	hour	\$ 2.02
8521	Scraper	Scraper Capacity	15 CY	to 262		hour	\$ 133.80
8522	Scraper	Scraper Capacity	22 CY	to 365		hour	\$ 174.30
8523	Scraper	Scraper Capacity	34 CY	to 500		hour	\$ 322.77

8524	Scraper	Scraper Capacity	44 CY	to 604		hour	\$ 354.84
8540	Loader, Skid-Steer	Operating Capacity	976 - 1250 Lbs	to 36		hour	\$ 26.83
8541	Loader, Skid-Steer	Operating Capacity	1751 - 2200 Lbs	to 66		hour	\$ 35.47
8542	Loader, Skid-Steer	Operating Capacity	2901 to 3300 Lbs	to 81		hour	\$ 38.72
8550	Snow Blower, Truck Mntd	Capacity	600 Tph	to 75	Does not include truck	hour	\$ 35.39
8551	Snow Blower, Truck Mntd	Capacity	1400 Tph	to 200	Does not include truck	hour	\$ 94.72
8552	Snow Blower, Truck Mntd	Capacity	2000 Tph	to 340	Does not include truck	hour	\$ 143.88
8553	Snow Blower, Truck Mntd	Capacity	2500 Tph	to 400	Does not include truck	hour	\$ 156.93
8558	Snow Thrower, Walk Behind	Cutting Width	25 in	to 5		hour	\$ 2.97
8559	Snow Thrower, Walk Behind	Cutting Width	60 in	to 15		hour	\$ 14.47
8560	Snow Blower	Capacity	2,000 Tph	to 400		hour	\$ 234.49
8561	Snow Blower	Capacity	2,500 Tph	to 500		hour	\$ 256.20
8562	Snow Blower	Capacity	3,500 Tph	to 600		hour	\$ 285.56
8563	The Vammas 4500	Snow Remover	26ft Plow, 20ft Broom + Airblast	428	Equip with Plow & Broom	hour	\$ 260.00
8564	The Vammas 5500	RM300	96"W x 20"D	350	Soil Stabilization, Reclaimer	hour	\$ 212.00
8565	Oshkosh Pavement Sweeper	H-Series		420	Equip with Broom	hour	\$ 229.00
8569	Dust Control De-Ice Unit	1300-2000 gal	173"Lx98"Wx51"H	5.5	Hydro Pump w/100' 1/2" hose	hour	\$ 3.54
8570	Loader-Backhoe, Wheel	Loader Bucket Capacity	0.5 CY	to 40	Loader and Backhoe Buckets included.	hour	\$ 23.95
8571	Loader-Backhoe, Wheel	Loader Bucket Capacity	1 CY	to 70	Loader and Backhoe Buckets included.	hour	\$ 33.36
8572	Loader-Backhoe, Wheel	Loader Bucket Capacity	1.5 CY	to 95	Loader and Backhoe Buckets included.	hour	\$ 43.46
8573	Loader-Backhoe, Wheel	Loader Bucket Capacity	1.75 CY	to 115	Loader and Backhoe Buckets included.	hour	\$ 49.55
8580	Distributor, Asphalt	Tank Capacity Mounted on Trailer	550 Gal	16	burners, insulated tank, and circulating spray bar.	hour	\$ 14.97
8581	Distributor, Asphalt	Tank Capacity Mounted on Trailer	1000 Gal	38	Truck Mounted. Includes burners, insulated tank, and circulating spray bar. Include truck rate.	hour	\$ 22.45
8582	Distributor, Asphalt	Tank Capacity Mounted on Truck	4000 Gal		Truck Mounted. Includes burners, insulated tank, and circulating spray bar. Include truck rate.	hour	\$ 32.52
8583	Distributor	ETNYRE Oil Distributor Model - PB348		300		hour	\$ 43.57
8584	Distributor	ETNYRE Quad Chip Spreader		280		hour	\$ 90.67
8590	Trailer, Dump	Capacity	20 CY	0	Does not include Prime Mover.	hour	\$ 13.13
8591	Trailer, Dump	Capacity	30 CY	0	Does not include Prime Mover.	hour	\$ 13.37
8600	Trailer, Equipment	Capacity	30 Tons	0		hour	\$ 16.71
8601	Trailer, Equipment	Capacity	40 Tons	0		hour	\$ 18.49
8602	Trailer, Equipment	Capacity	60 Tons	0		hour	\$ 19.30
8603	Trailer, Equipment	Capacity	120 Tons	0		hour	\$ 30.52
8610	Trailer, Water	Tank Capacity	4000 Gal	0	Includes a centrifugal pump with sump and a rear spraybar.	hour	\$ 15.85
8611	Trailer, Water	Tank Capacity	6000 Gal	0	Includes a centrifugal pump with sump and a rear spraybar.	hour	\$ 19.49
8612	Trailer, Water	Tank Capacity	10000 Gal	0	Includes a centrifugal pump with sump and a rear spraybar.	hour	\$ 22.76
8613	Trailer, Water	Tank Capacity	14000 Gal	0	Includes a centrifugal pump with sump and a rear spraybar.	hour	\$ 28.39
8614	Truck- Water Tanker	1000 gal. tank		175		hour	\$ 35.84
8620	Tub Grinder			to 440		hour	\$ 98.30
8621	Tub Grinder			to 630		hour	\$ 148.62
8622	Tub Grinder			to 760		hour	\$ 189.56
8623	Tub Grinder			to 1000		hour	\$ 332.79
8627	Horizontal Grinder	Model HG6000		630		hour	\$ 59.12
8628	Stump Grinder	1988 Vermeer SC-112		102		hour	\$ 48.59
8629	Stump Grinder	24" grinding wheel		110		hour	\$ 46.31
8630	Sprayer, Seed	Working Capacity	750 Gal	to 30	Trailer & truck mounted. Does not include Prime Mover.	hour	\$ 14.78
8631	Sprayer, Seed	Working Capacity	1250 Gal	to 50	Trailer & truck mounted. Does not include Prime Mover.	hour	\$ 19.74
8632	Sprayer, Seed	Working Capacity	3500 Gal	to 115	Trailer & truck mounted. Does not include Prime Mover.	hour	\$ 32.52
8633	Mulcher, Trailer Mntd	Working Capacity	7 TPH	to 35		hour	\$ 15.59

8634	Mulcher, Trailer Mntd	Working Capacity	10 TPH	to 55		hour	\$ 23.12
8635	Mulcher, Trailer Mntd	Working Capacity	20 TPH	to 120		hour	\$ 33.58
8636	Scraper	Soil Recycler WR 2400	w 317 gal fuel tank	563		hour	\$ 265.76
8637	Trailer CAT	Double Belly Bottom-dump Trailer	26 CY of soil in one dump	330	13 CY of soil each berry	hour	\$ 95.10
8638	Rake	Barber Beach Sand Rake 600HDr, towed		0	Towed by Beach vehicle	hour	\$ 15.78
8639	Chipper	Wildcat 626 Cougar Trommel Screen chipper w belt		125		hour	\$ 35.38
8640	Trailer, Office	Trailer Size	8' x 24'	0	Cargo Size 16ft	hour	\$ 2.31
8641	Trailer, Office	Trailer Size	8' x 32'	0	Cargo Size 24ft	hour	\$ 2.76
8642	Trailer, Office	Trailer Size	10' x 32'	0	Cargo Size 20ft	hour	\$ 3.69
8643	Trailer	Haz-Mat Equipment trailer	8'x18'	0	Move by Tractor to Location	hour	\$ 38.88
8644	Trailer, Covered Utility Trailer	(7' X 16')		0	Move by Tractor to Location	hour	\$ 5.88
8645	Trailer, Dodge Ram	8' x 24' shower trailer- 12 showers		101		hour	\$ 30.33
8646	Trailer, Dodge	8' x 32' flatbed water	25,000 MGWV	200	4x2-Axle	hour	\$ 28.60
8650	Trencher			to 40	Walk-behind, Crawler & Wheel Mounted. Chain and Wheel.	hour	\$ 16.91
8651	Trencher			to 85	Walk-behind, Crawler & Wheel Mounted. Chain and Wheel.	hour	\$ 29.53
8654	Trencher accessories	2008 Griswold Trenchbox		0		hour	\$ 1.96
8660	Plow, Cable	Plow Depth	24 in	to 30		hour	\$ 13.77
8661	Plow, Cable	Plow Depth	36 in	to 65		hour	\$ 40.07
8662	Plow, Cable	Plow Depth	48 in	to 110		hour	\$ 44.60
8670	Derrick, Hydraulic Digger	Max. Boom = 60 Ft, 12,000 Ft-Lb Hydraulic	Lift Capacity 15,500 Lbs	275	Includes hydraulic pole alignment attachment. Include truck rate	hour	\$ 35.07
8671	Derrick, Hydraulic Digger	Max. Boom = 90 Ft, 14000 Ft-Lb Hydraulic	Lift Capacity 26,700 Lbs	310	Includes hydraulic pole alignment attachment. Include truck rate	hour	\$ 56.12
8672	Movax SP-60	28-32 ton Head	134KW	178	Sonic Sidegrip Vibratory Pile Driver	Hour	\$ 109.20
8680	Truck, Fire -Industrial -112Ft Ladder Aerial Platform	Pump/Tank Capacity	3000gpm/1000 gal Water or Foam	600	2-1000gpm Nozzles 1-Each side of Platform	Hour	\$ 198.30
8681	Truck, Fire, Engine Type-1	Pump/Tank Capacity	1000GPM/300gal		Engine, with Pump & Roll	hour	\$ 140.00
8682	Truck, Fire, Engine Type-2	Pump/Tank Capacity	500GPM/300gal		Engine, with Pump & Roll	hour	\$ 132.00
8683	Truck, Fire, Ladder(48ft)(Type-III)	Pump/Tank Capacity	150gpm/500gal,	115-149	Hose 1-1/2"D 500' Long	hour	\$ 119.30
8684	Truck, Fire, Aerial (Cummins IXL9)100Ft Ladder	Pump/Tank Capacity	2000gpm/500gal	450	1500gpm Monitor/nozzle	hour	\$ 178.00
8685	Truck, Fire, Ladder(48ft)(Type-I)	Pump/Tank Capacity	1000gpm/400gal, 500gpm Master Stream	200-250	Hose 2-1/2"D 1200' Long	hour	\$ 154.00
8686	Truck, Fire, Ladder(48ft)(Type-II)	Pump/Tank Capacity	500gpm/300gal,	100-199	Hose 2-1/2"D 1000' Long	hour	\$ 131.50
8687	Truck, Fire, Support Water Tender S1	Pump/Tank Capacity	300GPM/4000+gal	115-149	S1 Water Tender	hour	\$ 114.50
8688	Truck, Fire, Support Water Tender S2	Pump/Tank Capacity	200GPM/2500+gal		S2 Water Tender	hour	\$ 103.50
8689	Truck, Fire, Support Water Tender S3	Pump/Tank Capacity	200GPM/1000+gal		S3 Water Tender	hour	\$ 79.00
8690	Truck, Fire - Water Tender	Pump Capacity	1000 GPM @150 psi			hour	\$ 70.33
8691	Truck, Fire, Tanker	Pump/Tank Capacity	1250 GPM/2500 gal	500		hour	\$ 74.57
8692	Truck, Fire, Pumper	Pump/Tank Capacity	1500 GPM/1000 gal	500		hour	\$ 81.10
8693	Truck, Fire, Pumper	Pump Capacity	2000 GPM			hour	\$ 84.04
8694	Truck, Fire Aerial Ladder (75Ft)	Pump/Tank Capacity	1500GPM/600 gal	475		hour	\$ 121.00
8695	Truck, Fire Aerial Ladder (150Ft)	Ladder length	150 FT		No Platform,	hour	\$ 146.43
8696	Truck, Fire (Rescure)	No Ladder		330	Rescure Equipment	hour	\$ 96.36
8697	Truck, Fire, Tactical Water Tender T1	Pump/Tank Capacity	250GPM/2000+gal	175		hour	\$ 119.50
8698	Truck, Fire, Tactical Water Tender T2	Pump/Tank Capacity	250GPM/1000+gal			hour	\$ 102.67
8699	Truck, Fire, Engine Type-3	Pump/Tank Capacity	150GPM/500gal		Engine, with Pump & Roll	hour	\$ 126.50
8700	Truck, Flatbed	Maximum Gvw	15000 Lbs	to 200	Diesel Engine	hour	\$ 25.46
8701	Truck, Flatbed	Maximum Gvw	25000 Lbs	to 275	Gasoline Engine	hour	\$ 40.36
8701-1	Truck, Flatbed	Maximum Gvw	25000 Lbs	200	Diesel Engine	hour	\$ 28.55
8702	Truck, Flatbed	Maximum Gvw	30000 Lbs	217	Diesel Engine	hour	\$ 32.90
8703	Truck, Flatbed	Maximum Gvw	45000 Lbs	to 380	Diesel Engine	hour	\$ 52.73
8708	Trailer, semi	48ft to 53ft, flat-bed, freight, two axle	50,000+ gvw	0		hour	\$ 8.67
8709	Trailer, semi	enclosed 48 ft to 53 ft, two axles	50,000+ gvw	0	Enclosed	hour	\$ 9.82
8710	Trailer, semi	28ft, single axle, freight	25,000 gvw	0		hour	\$ 10.01

8711	Flat bed utility trailer	6 ton		0		hour	\$ 3.21
8712	Cleaner, Sewer/Catch Basin	Hopper Capacity	5 CY	50	Truck Mounted. (350 gal)	hour	\$ 25.51
8713	Cleaner, Sewer/Catch Basin	Hopper Capacity	14 CY	60	Truck Mounted. (1500 Gal)	hour	\$ 32.02
8714	Vactor-Combined Sewer Cleaning	800 Gal Spoils/400 Gal Water	500/800 gal	190	with water & waste Tanks	hour	\$ 85.10
8714-1	Vector Combine Vaccum Truck	1500 gal Water	15 Cu Yd	330	with water & waste Tanks	hour	\$ 86.94
8715	Truck, Hydro Vac	model LP555DT	36 - Hp pump	36	Towed by tractor	hour	\$ 18.50
8716	Leaf Vac	Tow by Truck 22,000 cfm capacity		85	Leaf Vac + Truck Code 8811	hour	\$ 52.93
8717	Truck, Vacuum	60,000 GVW		400		hour	\$ 76.72
8719	Litter Picker	model 2007 Barber		0	Towed by tractor	hour	\$ 9.60
8720	Truck, Dump	Struck Capacity	8 CY	to 220		hour	\$ 57.70
8721	Truck, Dump	Struck Capacity	10 CY	to 320		hour	\$ 72.05
8722	Truck, Dump	Struck Capacity	12 CY	to 400		hour	\$ 79.62
8723	Truck, Dump	Struck Capacity	14 CY	to 400		hour	\$ 77.50
8724	Truck, Dump, Off Highway	Struck Capacity	28 CY	to 450		hour	\$ 136.57
8725	Truck, Dump	Struck Capacity	18 CY	to 400		hour	\$ 91.65
8730	Truck, Garbage	Capacity	25 CY	to 255		hour	\$ 49.79
8731	Truck, Garbage	Capacity	32 CY	to 325		hour	\$ 57.06
8733	E-BAM Services	Environmental Beta Attenuation Air Monitor		0	Powered by Solar System	hour	\$ 3.07
8734	Attenuator, safety	that can stop a vehicle at 60 mph		0		hour	\$ 5.64
8735	Truck, Attenuator	2004 Truck Mounted for 60 mph		0		hour	\$ 3.89
8736	Truck, tow	1987 Chevy Kodiak 70		175		hour	\$ 28.73
8744	Van, Custom	Special Service Canteen Truck		350		hour	\$ 18.35
8745	Van, step	model MT10FD		300		hour	\$ 22.05
8746	Van-up to 15 passenger	light duty, class 1		225-300		hour	\$ 20.48
8747	Van-up to 15 passenger	light duty, class 2		225-300		hour	\$ 20.77
8748	Van-cargo	light duty, class 1		225 - 300		hour	\$ 22.44
8749	Van-cargo	light duty, class 2		225-300		hour	\$ 22.68
8750	Vehicle, Small			to 30		hour	\$ 6.41
8753	Vehicle, Recreational			to 10		hour	\$ 2.87
8754	Motor Coach	GVW=50534	56 Passenger + 1-Driver	430	Passenger Transportation	Hour	\$ 63.94
8755	Golf Cart	Capacity	2 person	0	Battery operated	hour	\$ 3.80
8770	Welder, Portable			to 16	Includes ground cable and lead cable.	hour	\$ 4.11
8771	Welder, Portable			to 34	Includes ground cable and lead cable.	hour	\$ 7.21
8772	Welder, Portable			to 50	Includes ground cable and lead cable.	hour	\$ 13.66
8773	Welder, Portable			to 80	Includes ground cable and lead cable.	hour	\$ 13.75
8780	Truck, Water	Tank Capacity	2500 Gal	to 175	Include pump and rear spray system.	hour	\$ 31.05
8781	Truck, Water	Tank Capacity	4000 Gal	to 250	Include pump and rear spray system.	hour	\$ 56.57
8788	Container & roll off truck	Roll off Truck	30 yds,	200	Roll-off-Truck only	hour	\$ 23.73
8789	Truck, Tractor	1997 Freightliner F120		430		hour	\$ 56.81
8790	Truck, Tractor	4 x 2	25000 lbs	to 210		hour	\$ 43.43
8791	Truck, Tractor	4 x 2	35000 lbs	to 330		hour	\$ 47.57
8792	Truck, Tractor	6 x 2	45000 lbs	to 360		hour	\$ 52.98
8794	Truck, freight	Enclosed w/lift gate. Medium duty class 5	gvwr 16000-19500 Lbs	200	4 X 2 Axle (D)	hour	\$ 27.25
8795	Truck, backhoe carrier	Three axle, class 8, heavy duty	over 33000Lbs	280		hour	\$ 34.56
8796	Truck, freight	Eenclosed w/lift gate. Heavy duty, class 7	26,001 to 33,000 lbs gvwr	217	4 X 2 Axle (D)	hour	\$ 31.43
8798	Truck	Tilt and roll-back, two axle, class 7 heavy duty,	to 33,000 gvwr	217	4 X 2 Axle (D)	hour	\$ 32.13
8799	Truck,	Tilt and roll back, three axle. class 8 heavy duty	over 33,001+ gvwr	280	6 X 4 Axle (D)	hour	\$ 42.33
8800	Truck, Pickup				When transporting people.	mile	\$ 0.545
8801	Truck, Pickup	1/2-ton Pickup Truck	4x2-Axle	160		hour	\$ 12.78
8802	Truck, Pickup	1-ton Pickup Truck	4x2-Axle	234		hour	\$ 17.91
8803	Truck, Pickup	1 1/4-ton Pickup Truck	4x2-Axle	260		hour	\$ 21.10
8804	Truck, Pickup	1 1/2-ton Pickup Truck	4x2-Axle	300		hour	\$ 23.22

8805	Truck, Pickup	1 3/4-ton Pickup Truck	4x2-Axle	300		hour	\$ 24.85
8806	Truck, Pickup	3/4-ton Pickup Truck	4x2-Axle	165		hour	\$ 14.32
8807	Truck, Pickup	3/4-ton Pickup Truck	4x4-Axle	285	Crew	hour	\$ 22.64
8808	Truck, Pickup	1-ton Pickup Truck	4x4-Axle	340	Crew	hour	\$ 22.99
8809	Truck, Pickup	1 1/4-ton Pickup Truck	4x4-Axle	360	Crew	hour	\$ 26.55
8810	Truck, Pickup	1 1/2-ton Pickup Truck	4x4-Axle	362	Crew	hour	\$ 26.82
8811	Truck, Pickup	1 3/4-ton Pickup Truck	4x4-Axle	362	Crew	hour	\$ 27.55
8820	Skidder accessory	2005 JCB Grapple Claw		0		hour	\$ 1.75
8821	Forklift, accessory	2005 ACS Grapple Bucket		0		hour	\$ 1.56
8822	Truck, Loader	Debris/Log (Knuckleboom Loader/Truck)		230		hour	\$ 53.22
8823	Chipper- Wood Recycler	Cat 16 engine		700		hour	\$ 118.50
8824	Skidder	model Cat 525B		up to 160		hour	\$ 64.79
8825	Skidder	40K lbs- model Cat 525C		161 and up		hour	\$ 128.67
8840	Truck, service	fuel and lube	up to 26,000 gvwr	215-225		hour	\$ 40.19
8841	Truck, fuel	2009 International 1,800 gal. storage tank		200		hour	\$ 32.01
8842	Mobile Command Trailer	(8' X 28') with 7.5 KW Generator		0	Move to Location by Tractor	hour	\$ 14.73
8843	Mobile Response Trailer	(8' X 31') with 4.5 KW Generator?		0	Move to Location by Tractor	hour	\$ 13.87
8844	Mobile Command Center	(unified) (RV) Ulitimaster MP-35	43 FT Long with Generator	400		hour	\$ 86.10
8845	Mobile Command Post Vehicle	(RV) (In- Motion)	22-Ft Long	340		hour	\$ 31.55
8846	Mobile Command Post Vehicle	(RV) (Stationary) w/9.6 KW Generator	22-Ft Long	340		hour	\$ 20.33
8847	Mobile Command Center (Trailer)	48'x8' Trailer, Fully Equipied Mobile Command Center	48-Ft Long	0	Move to Location by Tractor	hour	\$ 31.69
8848	Mobile Command Center (Trailer)	48'x8' When being Moved w/Truck Tractor		310		hour	\$ 50.69
8849	Mobile Command Center	43'x8.5' x 13.5'H with self 30kw Generator		280	Generator Rate not included	hour	\$ 55.37
8850	Mobile Command Center	2007-Freightliner MT-55, (RV)		260		hour	\$ 47.12
8851	Mobile Command Van	1990- Ford Econoline- Communication Van		230	Communication Equipment	hour	\$ 42.78
8852	Mobile Command Center	47.5' X 8.75 Fully Equip' (In motion) (RV)		410		hour	\$ 68.04
8853	Mobile Command Center	47.5' X 8.75 Fully Equip' (Stationary)		410		hour	\$ 45.89
8854	Mobile Command Vehicle	53' X 8.75 Fully Equip		480-550		hour	\$ 98.84
8870	Light Tower	Terex/Amida AL 4000. with (4) 500 watt lights	w/10kw power unit	13.5		hour	\$ 11.11
8871	Light Tower	2004 Allmand				hour	\$ 6.93
8872	SandBagger Machine	(Spider) automatic	w/Vibration & Conveyor Motors	2-4.5		hour	\$ 49.42
8900	Helicopter	OH-58 KIOWA (Military) is the same as "Bell-206B3		420		hour	\$ 467.00
8901	Helicopter	OH-58 KIOWA (Military) is the same as "Bell-206BR		420		hour	\$ 489.00
8902	Helicopter	Model Bell 206-L3 Jet Range Helicopter		650	Jet Range III-Helicopter	hour	\$ 575.00
8903	Helicopter	Model Bell 206L1 Long Ranger		650	Long Ranger	hour	\$ 585.47
8904	Helicopter	Model Bell 206LT Long Range Twinranger		450	Twinranger	hour	\$ 763.30
8905	Helicopter	Model Bell 407 EMS- Ambulance		250		hour	\$ 625.35
8906	Piper-Fixed wing	Model Navajo PA-31		310		hour	\$ 476.60
8907	Piper-Fixed wing	PA-31-350, Navajo Chieftn twin engine		350		hour	\$ 507.20
8908	Sikorsky Helicopter	Model UH-60 (Blackhawk) medium lift	Medium Lift	1890	Fire Fighter Same as S70C	hour	\$ 2,974.45
8909	Helicopter	Model UH-A (Blackhawk) Medium lift	Medium Lift	1890	Fire Fighter	hour	\$ 5,559.04
8910	Boeing Helicopter	Model CH-47 (Chinook) heavy lift	Heavy Lift	2850	Fire Fighter	hour	\$ 10,857.50
8911	Helicopter- light utility	Model Bell 407GX - 7 seater	7-Seaters	675	Passenger Aircraft	hour	\$ 620.38
8912	Helicopter- light utility	Modle Bell 206L- 7 seater	7-Seaters	420	Passenger Aircraft	hour	\$ 607.92
8913	Helicopter	Model Bell-206L4		726		hour	\$ 570.24
8914	King Air 200 Turboprop Aircraft	Blackhawk King Air B200XP61		669		hour	\$ 1,318.11
8915	Turboprops Blackhawk Aircraft	Blackhawk Caravan XP42 A		850		hour	\$ 738.12
8916	Turboprops Blackhawk Aircraft	King Air C90 XP135 A		550		hour	\$ 1,108.33
8917	Aerostar Piston Aircraft	Aerostar 601P		290		hour	\$ 466.67
8918	Bell UH -1H Huey Helicopter II	Engine:1 × Lycoming T53-L-11 turboshaft		1100	Travel Range 253 Nautical Miles	hour	\$ 1,376.74

8943	Wire Puller Machine	Overhead Wire Pulling Machine		30	Overhead/Underground Wire Pulling Machine	hour	\$ 20.16
8944	Wire Tensioning Machine	3000 Lbs			Overhead Wire Tensioning Machine	hour	\$ 14.84
8945	Aerial Lift - 20 Ft High	model 2008 Genie Scissor Lift	1000 Lbs		24 Volt	hour	\$ 6.44

RESOLUTION NO. 01-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROVING A STATEWIDE MUTUAL AID AGREEMENT; AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE THE STATEWIDE MUTUAL AID AGREEMENT ON BEHALF OF THE CITY OF PORT ORANGE; DIRECTING THE CITY MANAGER TO SEND A COPY OF SAID AGREEMENT TO THE DIVISION OF EMERGENCY MANAGEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 163.01, Florida Statutes (1999), the Florida Interlocal Cooperation Act of 1969, authorizes local governments and agencies to cooperate with each other on a basis of mutual advantage; and

WHEREAS, Section 252.40, Florida Statutes (1999), authorizes political subdivisions of the state to develop and enter into mutual aid agreements for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted; and

WHEREAS, the 1994 Statewide Mutual Aid Agreement has been revised due to lessons learned since the original agreement; and

WHEREAS, the City Council of the City of Port Orange has determined that it is of benefit to and in the common interest of the citizens of Port Orange to enter into the new Statewide Mutual Aid Agreement.

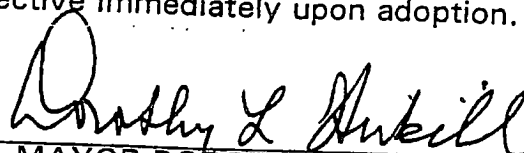
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The Statewide Mutual Aid Agreement, a copy of which is attached hereto as Exhibit A, is hereby approved.

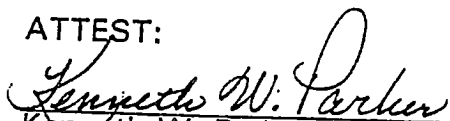
Section 2. The Mayor and City Manager are hereby authorized to execute the Statewide Mutual Aid Agreement on behalf of the City of Port Orange.

Section 3. The City Manager is hereby directed to send a copy of said agreement to the Division of Emergency Management of the Florida Department of Community Affairs.

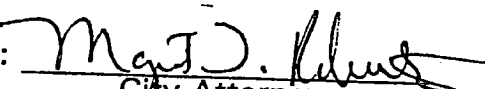
Section 4. This resolution shall become effective immediately upon adoption.


MAYOR DOROTHY L. HUKILL

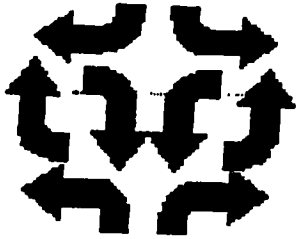
ATTEST:


Kenneth W. Parker, City Manager

Adopted on the 24 day of April, 2001

Reviewed and Approved: 
City Attorney

C:\Legal\RES\fire mutual aid agmt.wpd



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STATEWIDE MUTUAL AID AGREEMENT

This Agreement between the DEPARTMENT OF COMMUNITY AFFAIRS, State of Florida (the "Department"), and all the local governments signing this Agreement (the "Participating Parties") is based on the existence of the following conditions:

- A. The State of Florida is vulnerable to a wide range of disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.
- B. Such disasters are likely to exceed the capability of any one local government to cope with the disaster with existing resources.
- C. Such disasters may also give rise to unusual technical needs that the local government may be unable to meet with existing resources, but that other local governments may be able to offer.
- D. The Emergency Management Act, as amended, gives the local governments of the State the authority to make agreements for mutual assistance in emergencies, and through such agreements to ensure the timely reimbursement of costs incurred by the local governments which render such assistance.
- E. Under the Act the Department, through its Division of Emergency Management (the "Division"), has authority to coordinate assistance between local governments during emergencies and to concentrate available resources where needed.



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F. The existence in the State of Florida of special districts, educational districts, and other regional and local governmental entities with special functions may make additional resources available for use in emergencies.

Based on the existence of the foregoing conditions, the parties agree to the following:

ARTICLE I. Definitions. As used in this Agreement, the following expressions shall have the following meanings:

A. The "Agreement" is this Agreement, which also may be called the Statewide Mutual Aid Agreement.

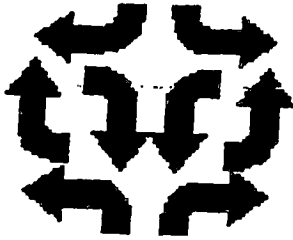
B. The "Participating Parties" to this Agreement are the Department and any and all special districts, educational districts, and other local and regional governments signing this Agreement.

C. The "Department" is the Department of Community Affairs, State of Florida.

D. The "Division" is the Division of Emergency Management of the Department.

E. The "Requesting Parties" to this Agreement are Participating Parties who request assistance in a disaster.

F. The "Assisting Parties" to this Agreement are Participating Parties who render assistance in a disaster to a Requesting Party.



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G. The "State Emergency Operations Center" is the facility designated by the State Coordinating Officer for use as his or her headquarters during a disaster.

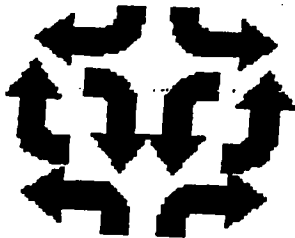
H. The "Comprehensive Emergency Management Plan" is the biennial Plan issued by the Division in accordance with § 252.35(2)(a), Fla. Stat. (1999).

I. The "State Coordinating Officer" is the official whom the Governor designates by Executive Order to act for the Governor in responding to a disaster, and to exercise the powers of the Governor in accordance with the Executive Order and the Comprehensive Emergency Management Plan.

J. The "Period of Assistance" is the time during which any Assisting Party renders assistance to any Requesting Party in a disaster, and shall include both the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return them to their place of origin or to the headquarters of the Assisting Party.

K. A "special district" is any local or regional governmental entity which is an independent special district within the meaning of § 189.403(1), Fla. Stat. (1999), regardless of whether established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.

L. An "educational district" is any School District within the meaning of § 230.01,



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Fla. Stat. (1999), or any Community College District within the meaning of § 240.313(1), Fla. Stat. (1999).

M.. An "interlocal agreement" is any agreement between local governments within the meaning of § 163.01(3)(a), Fla. Stat. (1999).

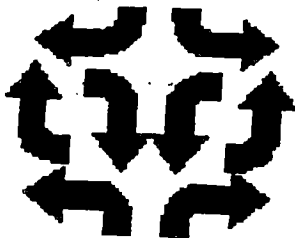
N. A "local government" is any educational district and any entity that is a "local governmental entity" within the meaning of § 11.45(1)(d), Fla. Stat. (1999).

O. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act, as amended.

ARTICLE II. Applicability of the Agreement. A Participating Party may request assistance under this Agreement only for a major or catastrophic disaster. If the Participating Party has no other mutual aid agreement that covers a minor disaster, it may also invoke assistance under this Agreement for a minor disaster.

ARTICLE III. Invocation of the Agreement. In the event of a disaster or threatened disaster, a Participating Party may invoke assistance under this Agreement by requesting it from any other Participating Party or from the Department if, in the judgment of the Requesting Party, its resources are inadequate to meet the disaster.

A. Any request for assistance under this Agreement may be oral, but within five (5) days must be confirmed in writing by the Director of Emergency Management for the County



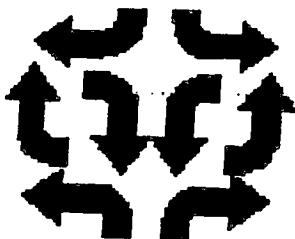
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of the Requesting Party, unless the State Emergency Operations Center has been activated in response to the disaster for which assistance is requested.

B. All requests for assistance under this Agreement shall be transmitted by the Director of Emergency Management for the County of the Requesting Party to either the Division or to another Participating Party. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Department, the Requesting and Assisting Party shall keep the Division advised of their activities.

C. If any requests for assistance under this Agreement are submitted to the Division, the Division shall relay the request to such other Participating Parties as it may deem appropriate, and shall coordinate the activities of the Assisting Parties so as to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the Comprehensive Emergency Management Plan.

D. Notwithstanding anything to the contrary elsewhere in this Agreement, nothing in this Agreement shall be construed to allocate liability for the costs of personnel, equipment, supplies, services and other resources that are staged by the Department or by agencies of the State of Florida for use in responding to a disaster pending the assignment of such personnel, equipment, supplies, services and other resources to a mission. The documentation, payment, repayment, and reimbursement of all such costs shall be rendered in

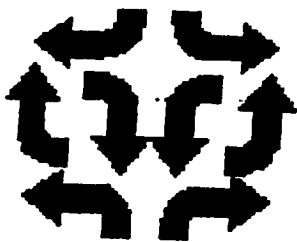


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accordance with the Comprehensive Emergency Management Plan.

ARTICLE IV. Responsibilities of Requesting Parties. To the extent practicable, all Requesting Parties seeking assistance under this Agreement shall provide the following information to the Division and the other Participating Parties. In providing such information, the Requesting Party may use Form B attached to this Agreement, and the completion of Form B by the Requesting Party shall be deemed sufficient to meet the requirements of this Article:

- A. A description of the damage sustained or threatened;
- B. An identification of the specific Emergency Support Function or Functions for which such assistance is needed;
- C. A description of the specific type of assistance needed within each Emergency Support Function;
- D. A description of the types of personnel, equipment, services, and supplies needed for each specific type of assistance, with an estimate of the time each will be needed;
- E. A description of any public infrastructure for which assistance will be needed;
- F. A description of any sites or structures outside the territorial jurisdiction of the Requesting Party needed as centers to stage incoming personnel, equipment, supplies, services, or other resources;



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G. The place, date and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and

H. A technical description of any communications or telecommunications equipment needed to ensure timely communications between the Requesting Party and any Assisting Parties.

ARTICLE V. Responsibilities of Assisting Parties. Each Participating Party shall render assistance under this Agreement to any Requesting Party to the extent practicable given its personnel, equipment, resources and capabilities. If a Participating Party which has received a request for assistance under this Agreement determines that it has the capacity to render some or all of such assistance, it shall provide the following information to the Requesting Party and shall transmit without delay to the Requesting Party and the Division. In providing such information, the Assisting Party may use Form C attached to this Agreement, and the completion of Form C by the Assisting Party shall be deemed sufficient to meet the requirements of this Article:

A. A description of the personnel, equipment, supplies and services it has available, together with a description of the qualifications of any skilled personnel;

B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;



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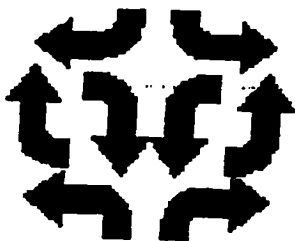
C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services at the date, time and place specified by the Requesting Party;

D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties; and

E. The names of all personnel whom the Assisting Party designates as Supervisors.

ARTICLE VI. Rendition of Assistance. After the Assisting Party has delivered its personnel, equipment, supplies, services, or other resources to the place specified by the Requesting Party, the Requesting Party shall give specific assignments to the Supervisors of the Assisting Party, who shall be responsible for directing the performance of these assignments. The Assisting Party shall have authority to direct the manner in which the assignments are performed. In the event of an emergency that affects the Assisting Party, all personnel, equipment, supplies, services and other resources of the Assisting Party shall be subject to recall by the Assisting Party upon not less than five (5) days notice or, if such notice is impracticable, as much notice as is practicable under the circumstances.

A. For operations at the scene of catastrophic and major disasters, the Assisting Party shall to the fullest extent practicable give its personnel and other resources sufficient equipment and supplies to make them self-sufficient for food, shelter, and operations unless the Requesting Party has specified the contrary. For minor disasters, the Requesting Party shall



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be responsible to provide food and shelter for the personnel of the Assisting Party unless the Requesting Party has specified the contrary. In its request for assistance the Requesting Party may specify that Assisting Parties send only self-sufficient personnel or self-sufficient resources.

B. Unless the Requesting Party has specified the contrary, the Requesting Party shall to the fullest extent practicable coordinate all communications between its personnel and those of any Assisting Parties, and shall determine all frequencies and other technical specifications for all communications and telecommunications equipment to be used.

C. Personnel of the Assisting Party who render assistance under this Agreement shall receive their usual wages, salaries and other compensation, and shall have all the duties, responsibilities, immunities, rights, interests and privileges incident to their usual employment.

ARTICLE VII. Procedures for Reimbursement. Unless the Department or the Assisting Party, as the case may be, state the contrary in writing, the ultimate responsibility for the reimbursement of costs incurred under this Agreement shall rest with the Requesting Party, subject to the following conditions and exceptions:

A. The Department shall pay the costs incurred by an Assisting Party in responding to a request that the Department initiates on its own, and not for another Requesting Party, upon being billed by that Assisting Party in accordance with this Agreement.



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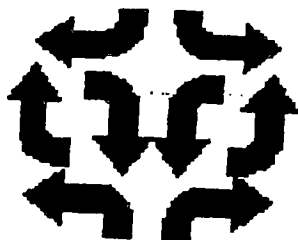
B. An Assisting Party shall bill the Department or other Requesting Party as soon as practicable, but not later than thirty (30) days after the Period of Assistance has closed. Upon the request of any of the concerned Participating Parties, the State Coordinating Officer may extend this deadline for cause.

C. If the Department or the Requesting Party, as the case may be, protests any bill or item on a bill from an Assisting Party, it shall do so in writing as soon as practicable, but in no event later than thirty (30) days after the bill is received. Failure to protest any bill or billed item in writing within thirty (30) days shall constitute agreement to the bill and the items on the bill.

D. If the Department protests any bill or item on a bill from an Assisting Party, the Assisting Party shall have thirty (30) days from the date of protest to present the bill or item to the original Requesting Party for payment, subject to any protest by the Requesting Party.

E. If the Assisting Party cannot agree with the Department or the Requesting Party, as the case may be, to the settlement of any protested bill or billed item, the Department, the Assisting Party, or the Requesting Party may elect binding arbitration to determine its liability for the protested bill or billed item in accordance with Section F of this Article.

F. If the Department or a Participating Party elects binding arbitration, it may select as an arbitrator any elected official of another Participating Party or any other official of an-



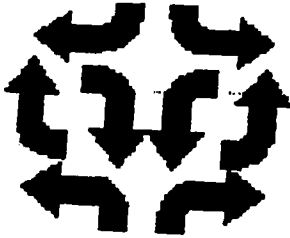
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other Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

G. The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) days to consider any documents and any statements or arguments by the Department, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties, and shall be final.

H. If the Requesting Party has not forwarded a request through the Department, or if an Assisting Party has rendered assistance without being requested to do so by the Department, the Department shall not be liable for the costs of any such assistance. All requests to the Federal Emergency Management Agency for the reimbursement of costs incurred by any Participating Party shall be made by and through the Department.

I. If the Federal Emergency Management Agency denies any request for reimbursement of costs which the Department has already advanced to an Assisting Party, the Assisting Party shall repay such costs to the Department, but the Department may waive such repayment for cause.

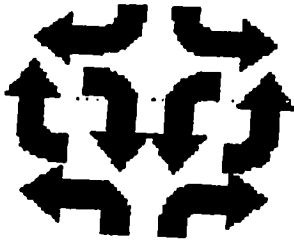


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ARTICLE VIII. Costs Eligible for Reimbursement. The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.

B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established for like equipment by the regulations of the Federal Emergency Management Agency, or at any other rental rate agreed to by the Requesting Party. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting



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Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.

C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.



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D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of the Federal Emergency Management Agency and applicable circulars issued by the Office of Management and Budget. Upon reasonable notice, the Assisting Party shall make its records available to the Department and the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays other than official holidays.

ARTICLE IX. Insurance. Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall file with the Division a certificate issued by the insurer attesting to such coverage.

B. Any Participating Party that elects additional insurance affording liability coverage for any activities that may be performed under the authority of this Agreement shall file with the Division a certificate issued by the insurer attesting to such coverage.



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C. Any Participating Party that is self-insured with respect to any line or lines of insurance shall file with the Division copies of all resolutions in current effect reflecting its determination to act as a self-insurer.

D. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.

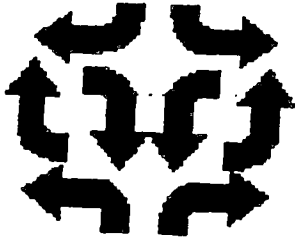
E. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties, and shall not be deemed to be the agent of any other Participating Party.

F. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.

G. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.

ARTICLE X. General Requirements. Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

A. To the extent that assistance under this Agreement is funded by State funds, the obligation of any statewide instrumentality of the State of Florida to reimburse any Assisting



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Party under this Agreement is contingent upon an annual appropriation by the Legislature.

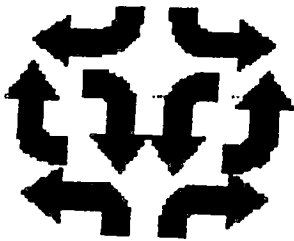
B. All bills for reimbursement under this Agreement from State funds shall be submitted in detail sufficient for a proper preaudit and post audit thereof. To the extent that such bills represent costs incurred for travel, such bills shall be submitted in accordance with applicable requirements for the reimbursement of state employees for travel costs.

C. All Participating Parties shall allow public access to all documents, papers, letters or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.

D. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.

E. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.

F. Any communication to the Department or the Division under this Agreement shall be sent to the Director, Division of Emergency Management, Department of Community Affairs, Sadowski Building, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100. Any communication to any other Participating Party shall be sent to the official or officials specified by that Participating Party on Form A attached to this Agreement. For the

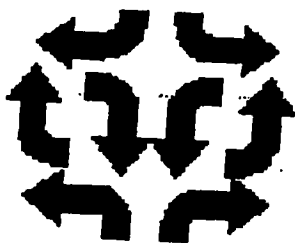


July 31, 2000

purpose of this Section, any such communication may be sent by the U.S. Mail, may be sent by the InterNet, or may be faxed.

ARTICLE XI. Effect of Agreement. Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

- A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, and responsibilities and obligations of that Participating Party under that agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under that agreement, regardless of whether billed or unbilled.
- B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under that agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under that agreement, regardless of whether billed or unbilled.
- C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.



July 31, 2000

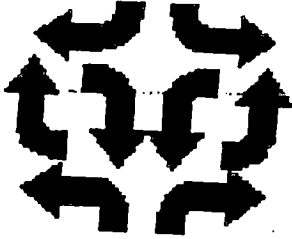
D. Unless superseded by the execution of this Agreement in accordance with Section A of this Article, the Statewide Mutual Aid Agreement of 1994 shall terminate and cease to have legal existence after June 30, 2001.

E. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall be automatically renewed one (1) year after its execution unless within sixty (60) days before that date the Participating Party notifies the Department in writing of its intent to withdraw from the Agreement.

F. The Department shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) days after its execution by the Department. Such amendment shall take effect not later than sixty (60) days after the date of its execution by the Department, and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Department in writing of its intent to do so within that time in accordance with Section E of this Article.

ARTICLE XII. Interpretation and Application of Agreement. The interpretation and application of this Agreement shall be governed by the following conditions:

A. The obligations and conditions resting upon the Participating Parties under this



July 31, 2000

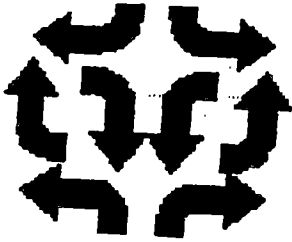
Agreement are not independent, but dependent.

B. Time shall be of the essence of this Agreement, and of the performance of all conditions, obligations, duties, responsibilities and promises under it.

C. This Agreement states all the conditions, obligations, duties, responsibilities and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities or promises other than those expressed in this Agreement.

D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase or other portion of the Agreement shall remain in full force and effect, it being the intent of the Department and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable.

E. The waiver of any obligation or condition in this Agreement in any instance by a Participating Party shall not be construed as a waiver of that obligation or condition in the same instance, or of any other obligation or condition in that or any other instance.



July 31, 2000

DIVISION OF EMERGENCY MANAGEMENT
DEPARTMENT OF COMMUNITY AFFAIRS
STATE OF FLORIDA

By: _____
Director

Date: _____

ATTEST:
CITY CLERK

By: Shirley M. Kelly
Title: Deputy City Clerk

CITY OF _____
STATE OF FLORIDA

By: Kenneth W. Parker
Title: City Manager

Date: 5/15/01

Approved as to Form:

By: Mgt. J. Rhut
City Attorney



July 31, 2000

STATEWIDE MUTUAL AID AGREEMENT

FORM A

Date: May 1, 2001

Name of Government: City of Port Orange

Mailing Address: 1000 City Center Blvd.

City, State, Zip: Port Orange, Florida 32119

Authorized Representatives to Contact for Emergency Assistance:

Primary Representative

Name: Michael L. Ertz

Title: Fire Chief

Address: 1090 City Center Blvd. Port Orange, Florida 32119

Day Phone: 386-756-5401 Night Phone: 386-756-5333

Telecopier: 386-756-5405 InterNet: Chiefe@port-orange.org

First Alternate Representative

Name: John Carleton

Title: Emergency Management Officer

Address: 1090 City Center Blvd. Port Orange, FL 32119

Day Phone: 386-756-5284 Night Phone: 386-756-5333

Telecopier: 386-756-5405 InterNet: jcarleton@port-orange.org

Second Alternate Representative

Name: Kenneth W. Parker

Title: City Manager

Address: 1000 City Center Circle Port Orange, Florida 32119

Day Phone: 386-756-5201 Night Phone: 386-756-5333

Telecopier: 386-756-5208 InterNet: kparker@port-orange.org

PLEASE UPDATE AS ELECTIONS OR APPOINTMENTS OCCUR

Return to: Department of Community Affairs-Division of Emergency Management
2555 Shumard Oak Boulevard - Tallahassee, Florida 32399-2100

PRODUCER

BROWN & BROWN INC
220 SOUTH RIDGEWOOD AVENUE
P O BOX 2412
DAYTONA BEACH, FL 32115

INSURED

CITY OF PORT ORANGE
ATTN ARDENIA FRAZEE
1000 CITY CENTER CIR
PORT ORANGE, FL 32119

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFO
ONLY AND CONFERS NO RIGHTS UPON THE CE
HOLDER. THIS CERTIFICATE DOES NOT AMEND, E
ALTER THE COVERAGE AFFORDED BY THE POLICIES

COMPANIES AFFORDING COVERAGE

COMPANY

ACOREGIS INS CO

COMPANY

B PREFERRED GOVERNMENTAL INS TR

COMPANY

C

COMPANY

D

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR OWNER'S & CONTRACTOR'S PROT ☒ BI/PD Ded: \$50,000	6510106053	10/01/00	10/01/01	GENERAL AGGREGATE \$6,000 PRODUCTS-COMP/OP AGG \$2,000 PERSONAL & ADV INJURY \$2,000 EACH OCCURRENCE \$2,000 FIRE DAMAGE (Any one fire) \$50,000 MED EXP (Any one person) \$0
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS	6510106053	10/01/00	10/01/01	COMBINED SINGLE LIMIT \$2,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT \$ OTHER THAN AUTO ONLY: \$ EACH ACCIDENT \$ AGGREGATE \$
	EXCESS LIABILITY ☐ UMBRELLA FORM ☐ OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: ☐ INCL ☐ EXCL	1000000010100	10/01/00	10/01/01	STATUTORY LIMITS EACH ACCIDENT \$1,000 DISEASE-POLICY LIMIT \$1,000 DISEASE-EACH EMPLOYEE \$1,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED WITH REGARD TO
GENERAL LIABILITY

CERTIFICATE HOLDER

FLORIDA DEPARTMENT OF HEALTH
BUREAU OF EMS
2002-D OLD ST. AUGUSTINE ROAD
TALLAHASSEE, FL 32301-4881

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE
EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL
30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE U
BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY
OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.
AUTHORIZED REPRESENTATIVE

[Signature]
PAT © ACORD CORPORATION

ACORD 25-S (3/93) 1 of 1 #M81548



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/5/2021

Consent item: Yes

SUBJECT: (C14) Approval of Major Special Event Request – Daytona's Original First Turn Biketoberfest Event at 5164, 5204, and 5236 South Ridgewood Avenue

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve the four (4) day Annual Biketoberfest Major Special Event request for Daytona's Original First Turn located at 5164, 5204, and 5236 South Ridgewood Avenue, subject to attached conditions.

SUMMARY: Dewayne Snipes, owner/operator of Daytona's Original First Turn and event coordinator, requests approval for a Major Special Event to be held during Biketoberfest 2021 at 5164, 5204, and 5236 South Ridgewood Avenue. The proposed event is four (4) days, from Thursday, October 14, 2021, to Sunday, October 17, 2021. The proposed hours for the event are 11 a.m. to midnight daily, with outside music playing until 10 p.m. The applicant is requesting a time extension for outside music for the four (4) nights of the event. If the Council grants the time extension, outside music would cease at 11:00 p.m. City Council has not approved the extra hour extension for past events, and the attached conditions do not permit the extra hour.

Setup of the event will occur 72 hours prior to the event and take down of the event within 72 hours after the event. This will be the second Special Event at this location in 2021. The Daytona Regional Chamber of Commerce recognizes Biketoberfest regional event dates as Thursday, October 14, 2021, to Sunday, October 17, 2021, the same as the proposed special event dates.

Normal operations for Daytona's Original First Turn will continue for the duration of the event. Four (4) vendors have been requested and will be located throughout the event location. Vendors are required to obtain a temporary merchant license for \$250 to participate in this event. Activities associated with the event are intended to attract those visiting the area for Biketoberfest 2021, including the sale of food, alcohol, clothing, and bike accessories. Port-o-let facilities will also be provided.

The proposed event has been reviewed by the Police, Fire, Public Works, Parks and Recreation, Code Enforcement, and Community Development staff. According to Code Enforcement, there are no current code violations existing on the proposed site. According to the Police Special Detail contract, the Police Department anticipates providing a single officer for traffic control at the intersection of Ridgewood Avenue and Commonwealth Boulevard. The officer detail has been requested from Thursday,

October 14, 2021, to Sunday, October 17, 2021, between the hours of 6:30 p.m. to 9:30 p.m.

The event coordinator received cost estimates from city staff for staff overtime and materials to assist the event with traffic control, barriers, and safety issues. It is the responsibility of the event coordinator to have the required FDOT-compliant safety equipment. They have the option to rent safety equipment from an independent business if they choose, but the equipment must be in place prior to the event starting.

Chapter 42, Article IV. Noise Regulations, Section 42-80. General Restrictions of the City of Port Orange Code of Ordinances describe the acceptable sound level limit dBA. It shall be the responsibility of the permit holder to monitor for noise violations. The event coordinator shall take care of the placement of speakers for amplified music by adjusting them away from residential areas. A warning may be issued and if not corrected or the violation recurs, the Special Event may be terminated. All previous noise violations will be taken into account before permitting future events. According to the applicant, outdoor live music will occur between 2 p.m. and 11 p.m. for the duration of the event. Based on the City Council's previous approvals for Biketoberfest, it is staff's understanding that all outdoor music shall cease by 10:00 p.m.

The First Turn has not requested the surety bond be waived. The cost of the surety bond is determined by the City Council as outlined in Chapter 58, Article III of the City of Port Orange Code of Ordinances and has historically been set at \$250 when required for past events. City Council has required staff to secure payment of the surety bond in past years and staff conditions require it.

Project No.: N/A

Funding Account No.: N/A

Presenter: Tim Burman, Penelope Cruz

ATTACHMENTS:

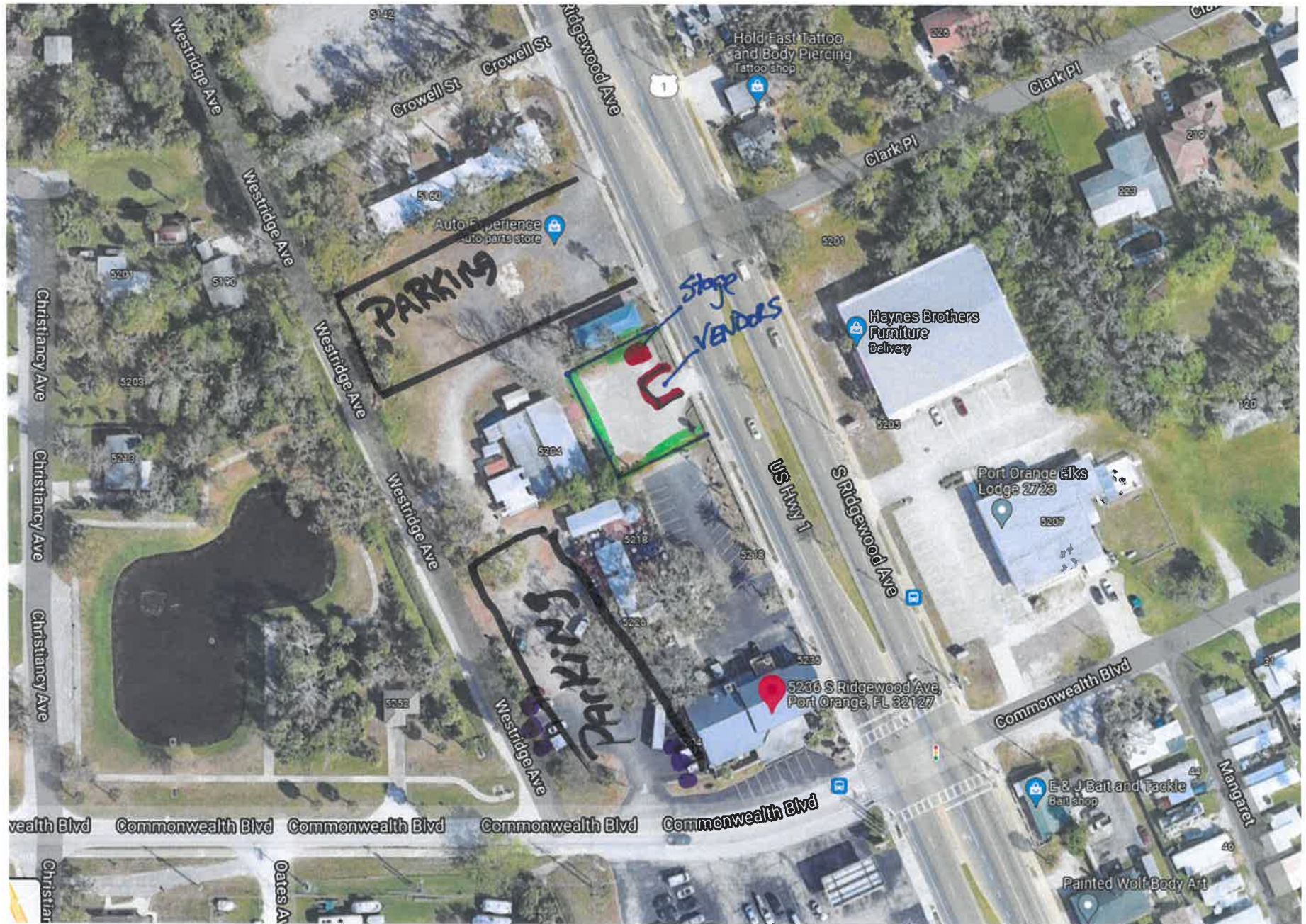
1.	Daytona's Original First Turn - Biketoberfest Event Map	Daytona's Original First Turn - Biketoberfest Event Map.pdf
2.	21-5514 Daytona's Original Firts Turn - Major Special Event Conditions	21-5514 Daytona's Original Firts Turn - Major Special Event Conditions.docx

Penelope Cruz	Created/Initiated - 9/15/2021
Tim Burman	Approved - 9/17/2021
Ronny Buttrum	Approved - 9/21/2021
William Proctor	Approved - 9/23/2021
Wayne Clark	Approved - 9/23/2021
Robin Fenwick	Final Approval - 9/24/2021

600 Bikes
60 Cars

● Parking
● Port. Lets

● STAGE & VENDORS



RECOMENDATION: Biketoberfest, October 14-17th 2021

Staff recommends approval of the Daytona's Original First Turn Special Event request, subject to the following conditions:

1. **Applicant shall be responsible for any charges for City of Port Orange Police services related to this event and coordinate with the Police Department for all vehicular traffic patterns and pedestrian concerns.**
2. **Applicant shall be responsible for coordination with the City of Port Orange Public Works Department for Public Works services and all charges for equipment (barricades, lights, etc.) used for this event for traffic control.**
3. **Rates for this event for staff time and equipment are per Resolution 19-2.**
4. The event coordinator shall be responsible for coordinating with the Florida Department of Transportation with respect to traffic control devices or plans.
5. Hours for the event shall be from 11:00 a.m. to 12:00 a.m., with outside music ending at 10:00 pm. Alcohol shall not be served indoors or outdoors past 2:00 a.m., as required by *Port Orange Code of Ordinances*.
6. Chapter 42, Article IV. Noise Regulations, Section 42-80. General Restrictions of the City of Port Orange Code of Ordinances describe the acceptable sound level limit dBA. It shall be the responsibility of the permit holder to monitor for noise violations. The event coordinator shall take care of the placement of speakers for amplified music by adjusting them away from residential areas.
7. The restaurant building shall not be used for any type of assembly during the event. Only employees shall be in the building, kitchen, and offices.
8. Where fences are required to delineate outdoor alcohol serving areas, as well as parking areas for automobiles, motorcycles and the handicapped, a four (4)-foot high fence shall be erected to enclose the event area. All fencing must be in place prior to the site inspection for the event.
9. All outdoor cooking equipment involving liquefied petroleum gas and/or storage cylinders shall comply with *NFPA #58 Liquefied Petroleum Gas Code* and be approved by the Fire Marshal.
10. A copy of Daytona's Original First Turn liquor license for outdoor sales of alcohol during this event shall be obtained from the Department of Business and Professional Regulation, Division of Alcoholic Beverages and Tobacco, prior to the event.
11. The event coordinator shall be responsible for all participating vendors with respect to any permit conditions or compliance with applicable state, county and city laws, rules, regulations, codes and ordinances. Therefore, the event coordinator must screen all participating vendors to ensure compliance with but not limited to the following:
 - a. *Article VI, Chapter 18, Port Orange Code of Ordinances*, relating to peddlers and transient merchants.

- b. Temporary event permits issued by the Department of Business and Professional Regulation, Division of Hotels and Restaurants for all food vendors.
 - c. Required liquor license for a temporary event shall be obtained from the Department of Business and Professional Regulation, Division of Alcoholic Beverages and Tobacco.
 - d. Provisions and Standards of the City's *Body Art Ordinance*.
 - e. Provisions and Standards of the City's *Sexually Oriented Businesses Code*.
 - f. *Special Event Fee Resolution* establishing Temporary Merchant Fee.
12. Tents or canopies being used in association with this event shall comply with the requirements set forth in *NFPA 101 Chapter 11.11 (Tents) Standards for Tents and Membrane Structures*. Tents or canopies cannot be erected more than forty-eight (48) hours prior to the event, and must be removed within twenty-four (24) hours after the duration of the event. All tents/canopies must maintain at least two (2) exit ways in an unobstructed fashion to allow for a continuous path of travel.
 13. If any outdoor lighting or other structural features are to be installed in association with this event, the event coordinator shall obtain the proper Building Permits from the Community Development Department. Such lighting must be a minimum of twenty (20) foot candles to provide a safe environment at night.
 14. Temporary electrical wiring shall be installed by a certified electrician and shall comply with Article 590 of the current adopted *NFPA #70 National Electrical Code*. This includes (F) Lamp protection. Any temporary lamps shall be protected from accidental contact or breakage by a suitable fixture or lamp holder with a guard.
 15. Fire extinguishers shall be provided as outlined in accordance with the *NFPA #10, Standard for Portable Fire Extinguishers*.
 16. All exits and means of egress shall remain accessible and unobstructed and it shall be the responsibility of the event coordinator to maintain access for emergency vehicles.
 17. The event coordinator will be providing 12-14 port-o-let facilities during the event. *A minimum of five percent (5%) of the portable toilets, but no less than one (1) for each sex, shall comply with Section 603 of FBCA as required per Section 213.2 FBCA for handicapped-accessible facilities.*
 18. All areas being used for this special event shall be handicapped-accessible. Handicapped parking is to remain open and accessible for this event.
 19. Tripping hazards shall be removed or isolated from pedestrian traffic. Vehicle areas, including parking, shall be physically separated from pedestrian areas.
 20. If there are calls for police service, or if security threats develop, the Police Department shall require additional officers to provide security for this event. The additional officers

will be hired at the expense of the event coordinator at the rate of \$48.00 per hour with a minimum of three hours.

21. The First Turn shall hire a police officer to cross pedestrians and monitor congestion during periods of heavy traffic flow, if an event traffic plan is in operation. The anticipated dates, times, and charges for such detail and traffic control devices will be agreed upon by The First Turn Steakhouse & Lounge and the Police Department and paid to the City prior to issuance of the permit.
22. The City's *Code of Ordinances* prohibits the exposure of any sexual organs at commercial establishments that serve alcoholic beverages. Furthermore, *Florida Statutes* prohibit any type of public nudity at such an event.
23. A temporary sign permit shall be required for signage for this event.
24. No trees shall be removed, and care shall be taken to protect landscaped areas.
25. The event coordinator shall contact the Community Development Department to schedule an inspection of the property prior to the start of the event to ensure that the construction fence and any canopies or tents are well secured, and that all other safety measures are in place.
26. Repair of any disturbance of public right-of-way shall be the sole responsibility of the event coordinator.
27. It is the event coordinator's responsibility to contact Code Enforcement for an inspection of debris removal within 72 hours after the event.
28. No more than the requested four (4) vendors shall be on this site.
29. The event coordinator shall comply with the approved maximum capacity occupancy requirements within the confines of the facility.
30. Camping on premises prohibited by code; includes, but not limited to, tents, motor homes, travel trailers, or other vehicles.
31. The \$250.00 surety bond must be paid in full before issuance of permit.

Applicant (Print Name)

Applicant Signature



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/5/2021

Consent item: Yes

SUBJECT: (C15) Approval of Interlocal Agreement with Volusia County Property Appraiser for the Utilization of the Uniform Method of Collection of Non-ad Valorem Assessments

DEPARTMENT: Finance

GOAL: 5 - Fiscal Sustainability

RECOMMENDED MOTION: Move to approve Interlocal Agreement with the Volusia County Property Appraiser

SUMMARY: In 2018, the Volusia County voters approved Amendment 10 of the County Charter requiring the creation of the Constitutional Offices and Officers for the Tax Collector and the Property Appraiser offices. In January 2021, both Constitutional Offices began the process of collecting the Non-ad Valorem Assessments using the Uniform Method of Collection.

Attached is the agreement with the Volusia County Property Appraiser to collect and process non-Ad Valorem assessments for the City of Port Orange. The collection services have been outsourced as the costs for internal processing would be prohibitive and inefficient and the fees for these services are deducted from the amount owed to the City by Volusia County.

Florida Statute Section 197.3632(2) and Rule 12D-18.004(2) requires the City to enter into an Interlocal Agreement for the reimbursement of the necessary administrative costs incurred.

This contract represents continuing services and the collection of \$0.77 per assessment unit by the Volusia County Property Appraiser, whereas previously it was part of the Volusia County Government Office of the Property Appraiser.

The fees are reviewed annually and updated as necessary through the use of an Interlocal Agreement between Volusia County Property Appraiser and the City of Port Orange.

Project No.: N/A

Funding Account No.: N/A

Presenter: Robin Hayes

ATTACHMENTS:

1.	INTERLOCAL AGREEMENT - Volusia County Property Appraiser	INTERLOCAL AGREEMENT - Prop Appraiser - 03192021.pdf
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Shelby Field	Created/Initiated - 9/16/2021
Robin Hayes	Approved - 9/16/2021
Lynn Stevens	Approved - 9/20/2021
Matthew Jones	Approved - 9/23/2021
Wayne Clark	Approved - 9/23/2021
Robin Fenwick	Final Approval - 9/24/2021

**AGREEMENT WITH THE VOLUSIA COUNTY
PROPERTY APPRAISER
FOR THE UTILIZATION OF THE UNIFORM METHOD OF
COLLECTION OF NON-AD VALOREM ASSESSMENTS**

This Agreement with the Volusia County Property Appraiser for the Utilization of the Uniform Method of Collection of Non-Ad Valorem Assessments ("Agreement") is made and entered into by and between the **City of Port Orange** ("Authority"), a local government as such term is defined in § 197.3632, (or as defined in § 163.08(2)(a) for Pace Program implementation), Florida Statutes, and the **Volusia County Property Appraiser** (Property Appraiser).

WHEREAS, the Authority wants to levy, collect, and enforce its non-ad valorem assessments utilizing the uniform method for the levy, collection, and enforcement of its non-ad valorem assessments, as provided for in §§ 197.3632 and 197.3635, Florida Statutes ("Uniform Method"); and, if applicable, § 163.08 ("PACE Program"); and

WHEREAS, pursuant to § 197.3632(2), Florida Statutes, and Rule 12D-18.004(2), Florida Administrative Code, the Authority must enter into an agreement with the Property Appraiser to provide for the reimbursement of the necessary administrative costs incurred in the utilization of the Uniform Method; and

WHEREAS, Rule 12D-18.004(1), Florida Administrative Code, further requires an agreement between the Authority and the Property Appraiser governing data assembly and the exchange of information between the Authority and the Property Appraiser; and

WHEREAS, Rule 12D-18.004(1)(c), Florida Administrative Code, requires the Authority to enter into an agreement with the Property Appraiser for each non-ad valorem assessment roll, and each such agreement must comply with the requirements of Rule 12D-18.004; and

WHEREAS, the Authority wants to enter into an agreement with the Property Appraiser for the preparation of the Authority's non-ad valorem assessment roll in a compatible electronic medium tied to the property identification number, as permitted by Rule 12D-18.004(1)(a), Florida Administrative Code; and

WHEREAS, pursuant to § 197.3632(5)(a), Florida Statutes, the Authority further opts to designate the Property Appraiser as the Authority's agent for the limited purpose of certifying and submitting the non-ad valorem assessment roll to the Volusia County Tax Collector (Tax Collector); and

WHEREAS, this Agreement is intended to meet the requirements of both § 197.3632, Florida Statutes, and Rule 12D-18.004, Florida Administrative Code, as such pertain to the Authority's use of the Uniform Method and the Property Appraiser's administrative duties pursuant thereto.

NOW, THEREFORE, in consideration of the agreements, promises, and covenants set forth herein and other good and valuable consideration, the parties agree as follows:

I. General.

1. **Application.** This Agreement shall apply to the use of the Uniform Method for the non-ad valorem assessment(s) identified in the Authority's duly adopted resolution(s) list attached.

2. **Term.** The term of this Agreement shall commence upon execution by both parties. For the purposes of this Agreement, a tax year shall mean and refer to a calendar year. This Agreement shall remain in effect for subsequent years' assessments and shall terminate (i) automatically once the Assessment is paid in its entirety such that no Assessment amounts need to be assessed or collected in a subsequent year or (ii) as otherwise provided herein or established by law. Pursuant to § 197.3632(6), Florida Statutes, the Authority may discontinue use of the Uniform Method and terminate this Agreement upon written notice to the Property Appraiser, Tax Collector and the Florida Department of Revenue before January 10 of each tax year. Such notice, upon the receipt thereof by the other party, shall terminate this Agreement. If notice is submitted after January 10 of the current tax year, then the Agreement shall continue to remain in effect for the current tax year; however, the Agreement shall be terminated with respect to the next tax year [e.g., if notice were sent December 1, 2021 (in tax year 2021), termination would be effective for the 2022 tax year; if notice were sent on January 5, 2022 (in tax year 2022), termination would be effective for the 2022 tax year; but, if notice were sent on January 11, 2022 (in tax year 2022), termination would not be effective until the 2023 tax year].

II. Duties of the Property Appraiser.

1. **Information.** Pursuant to § 197.3632(3)(b), Florida Statutes, and annually by June 1st of each year, the Property Appraiser shall provide the Authority by list or compatible electronic medium with the legal description of the properties within the Assessment district together with the property identification numbers and names and addresses of the owners of all such properties. The Property Appraiser shall further provide any other information reasonably needed by the Authority to create, recompute, reconfigure, revise, correct, or otherwise formulate the non-ad valorem assessment rolls as may be agreed to by the Property Appraiser.

2. **Preparation and Submittal of the Non-Ad Valorem Assessment Roll.** Pursuant to Rule 12D-18.004(1)(a), Florida Administrative Code, the Authority hereby names the Property Appraiser as its designee for the limited purposes of (i) preparing the Authority's non-ad valorem assessment roll for the Assessment in a compatible electronic medium tied to the property identification number and (ii) certifying and submitting, in the name of the Authority, the non-ad valorem assessment roll to the Tax Collector by September 15th of each tax year pursuant to § 197.3632(5)(a), Florida Statutes. The

Property Appraiser agrees to serve as the Authority's designee for such limited purposes and shall provide such services on behalf of the Authority during the term of this Agreement unless otherwise agreed by the parties in writing. Regardless of the foregoing, the Property Appraiser's preparation of the non-ad valorem assessment roll hereunder shall be preconditioned on the Authority's cooperation with the Property Appraiser in preparing the ad valorem assessment roll and the Authority's timely submittal to the Property Appraiser of the Authority's certified non-ad valorem assessment rate per assessment unit by September 15th of each tax year. Notwithstanding the Property Appraiser's preparation, submittal, or certification of the non-ad valorem assessment roll contemplated herein, the Authority remains solely responsible for ensuring that such certified roll contains no errors or omissions as stated in § 197.3632(5)(a), Florida Statutes, and the Property Appraiser assumes no liability or responsibility for any such errors and omissions.

3. **Software / Data Storage.** The Property Appraiser maintains software, which it will use to edit and store any information provided to the Property Appraiser for use in fulfilling the Property Appraiser's obligations pursuant to this Agreement and its general administration of the Uniform Method pursuant to Chapter 197, Florida Statutes, and Rule 12D-18.004, Florida Administrative Code. The Property Appraiser will store and maintain the Authority's data and related programs in the same manner as he/she maintains and safeguards other Volusia County tax data.

4. **Cooperation.** In addition to the foregoing, the Property Appraiser will make reasonable efforts to assist and accommodate the Authority's creation of a non-ad valorem assessment roll, cooperate with the Authority and the Tax Collector to implement the Uniform Method pursuant to and consistent with Chapter 197, Florida Statutes, including §§ 197.3632 and 197.3635 thereof, and make available the Property Appraiser's methodology and data used to calculate the per unit cost described in Article IV of this Agreement.

III. Duties of the Authority.

1. **Non-Ad Valorem Assessment.** The Authority warrants that the Assessment(s) to which this Agreement applies is valid, lawfully imposed, and duly levied by the Authority on the properties subject thereto. The Authority further agrees to post the non-ad valorem assessment(s) for each parcel on the non-ad valorem assessment roll in a manner such that the assessment roll is free of errors and omissions.

2. **Reimbursement.** Each year, the Authority shall pay to the Property Appraiser the necessary administrative costs of collection incurred by the Property Appraiser in the administration of the Assessment pursuant to Article IV (titled "Payment of Administrative Costs") of this Agreement.

3. **TRIM Notice.** The Authority shall cooperate with the Property Appraiser in the preparation and delivery of the Truth in Millage Notice as provided for in § 200.069, Florida Statutes, and agrees to timely notify the Property Appraiser of the Authority's

proposed non ad valorem assessment rate per unit and the taxpayer contact information that will be displayed on such notice. Notice of the proposed or adopted non-ad valorem assessment must be included in such notice as set forth in § 200.069(10), Florida Statutes.

4. **Certification of the Non-Ad Valorem Assessment Rate.** By September 15th of each tax year, the Authority shall submit to the Property Appraiser the certified non-ad valorem assessment rate per unit to the Property Appraiser, unless the assessment is to be collected for a period of more than one year or is to be amortized over a number of years, in which case, the Authority shall specify such and comply with the requirements of § 197.3632(6), Florida Statutes, as may be amended or transferred. The Property Appraiser shall not be liable for any delays or failure to prepare, certify, or submit the Authority's non-ad valorem assessment roll or to otherwise implement the Uniform Method with regard to the Assessment if the Authority (i) fails to timely submit such certified non-ad valorem assessment rate (ii) provides an incorrect rate, or (iii) provides a rate in a corrupted format or a format that cannot be accessed or read by the Property Appraiser.

5. **Changes, Modifications, and Corrections.** The Authority shall designate and authorize a person or entity other than the Property Appraiser who will receive and process any request for changes, modifications, or corrections to the non-ad valorem assessment roll and, if necessary, file with the Property Appraiser an appropriate certificate of correction.

6. **Additional Information.** If the Authority determines that the information supplied by the Property Appraiser pursuant to Article II, § 1. Information of this Agreement is insufficient for the Authority's purposes; the Authority shall obtain further information from other sources.

7. **Coordination.** The Authority shall cooperate with the Property Appraiser to implement the Uniform Method pursuant to and consistent with applicable state law and any relevant regulations duly promulgated by the Florida Department of Revenue.

IV. Payment of Administrative Costs.

1. **Per Unit Charge.** The Property Appraiser's charge to the Authority for the units assessed pursuant to the Assessment for the 2021 tax year and for each year thereafter unless otherwise adjusted shall be seventy-seven cents (77¢) per assessment unit, which per unit charge constitutes the actual cost of collecting the non-ad valorem assessment to the Property Appraiser's office as described in § 197.3632(2), Florida Statutes, and Rule 12D-18.004(2), Florida Administrative Code. Because such per unit charge is the actual cost to the Property Appraiser of administering the Assessment pursuant to the Uniform Method, such charge shall be subject to unilateral adjustment by the Property Appraiser on an annual basis to account for fluctuations in such cost.

2. **Adjustments.** If the Property Appraiser, after review of his/her operations and relevant data, determines the charge should be either increased or decreased, he/she shall send written notice to the Authority of the adjustment. If notice is sent prior to January 10th of the current tax year, the adjustment shall be effective within the current tax year. Otherwise, such notice shall be effective in the next tax year.

3. **Challenges.** If the Authority believes the charge does not reflect the actual cost of the administrative services provided by the Property Appraiser pursuant to this Agreement or otherwise violates § 197.3632(2), Florida Statutes, the Authority may, within 10 (ten) days of its receipt of such notice, send a notice to the Property Appraiser objecting to the adjustment, which notice shall include a concise summary of the reason(s) as to why the Authority is objecting and a request for a meeting with the Property Appraiser to reconsider the adjustment. Failure to request such meeting shall be deemed a waiver of the Authority's right to challenge the adjustment. If requested, the meeting shall be scheduled within twenty (20) days of the receipt of such request. The Property Appraiser shall render a final decision regarding the change within ten (10) days following such meeting or such other time as may be agreed upon by the Authority and the Property Appraiser. Such final decision shall be binding as to both parties and constitute final agency action.

4. **Payment.** The Authority agrees that the payment due pursuant to this Agreement may be withheld by the Tax Collector from the revenue collected from the Assessment and transferred to the Property Appraiser. If such withhold does not occur or insufficient Assessment revenue is collected to reimburse the Property Appraiser pursuant to this Agreement, the Property Appraiser may invoice the Authority for payment of any deficiency pursuant to the applicable provisions of Part VII of Chapter 218, Florida Statutes.

V. Miscellaneous.

1. **Indemnification.** The Authority agrees to indemnify, defend, and hold harmless the Property Appraiser from and against any claims, sanctions, costs, or damages imposed against or incurred by the Property Appraiser, including, but not limited to, attorney's fees or costs, which claims, sanctions, costs, or damages arise from (i) any act or omission committed by the Authority in adopting, administering, levying, or enforcing the Assessment, (ii) any defect in the Assessment itself, (iii) any challenge regarding the validity or legality of the Assessment, or (iv) any defect in the certified non-ad valorem assessment roll submitted to the Property Appraiser pursuant to § 197.3632(5)(a), Florida Statutes.

2. **Entire Agreement.** This Agreement embodies the whole understanding of 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, either verbal or written, between the parties hereto.

3. **Amendment.** Unless otherwise expressly provided herein, any alteration, variation, modification, extension, renewal, or waiver of the provisions of this Agreement shall be valid only when reduced to writing, duly authorized and signed by all parties.

4. **Notices.** All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person or sent certified or registered mail, return receipt requested, first class, postage prepaid, and addressed as follows:

IF TO AUTHORITY:

City Manager
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

WITH COPY TO:

City Attorney
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

IF TO PROPERTY APPRAISER:

Larry Bartlett, JD, CFA
Volusia County Property Appraiser
123 West Indiana Avenue, Rm 102
DeLand, FL 32720

WITH COPY TO:

Amy Rodgerson
Operations Manager
123 West Indiana Avenue, Rm 102
DeLand, FL 32720

5. **Construction – Governing Law.** This Agreement is intended to complement the statutes and regulations pertaining to the Uniform Method and shall be construed together with the applicable provisions of § 197.3632, Florida Statutes and Rule 12D-18.004, Florida Administrative Code, or any successor statutes or rules, as such may be amended or supplemented from time to time. If this Agreement is entered for the purpose of implementing the PACE program pursuant to § 163.08, Florida Statutes, then this Agreement shall be construed together with the applicable provisions thereof, including any successor statutes or rules implemented pursuant thereto, as such may be amended or supplemented from time to time. Any duly adopted statutes or regulations pertaining to the Uniform Method and the administration thereof shall (i) govern those items not specifically covered herein and (ii) are hereby incorporated by reference. If any terms or conditions of this Agreement conflict with duly enacted statutes or adopted regulations pertaining to the Uniform Method, or if applicable, the PACE Program, such statutes or regulations shall govern to the extent any such conflict exists.

6. **Sovereign Immunity.** Regardless of anything set forth in this section or any other part of this Agreement to the contrary, each party expressly retains all rights, benefits and immunities of the doctrine of sovereign immunity in accordance with § 768.28, Florida Statutes, and nothing in this Agreement shall be deemed as a waiver of the doctrine of sovereign immunity or any of the limits of liability of either party beyond any statutory limited waiver of immunity or those limits of liability which may have been or may be adopted by the Florida Legislature. Nothing in this Agreement shall be read or otherwise interpreted to require or otherwise allow the indemnification of one party for the negligent acts of the other in contravention of § 768.28, Florida Statutes, nor shall

anything in this Agreement inure to the benefit of any third party for the purpose of allowing any claim against either party, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

IN WITNESS WHEREOF, the parties have executed this Agreement with the Property Appraiser for the Utilization of the Uniform Method of Collection of Non-Ad Valorem Assessments on the day and year written below.

ATTEST:

CITY OF PORT ORANGE, a Florida municipal corporation

Date _____
Robin, L. Fenwick, MMC, City Clerk

By: _____ Date _____
Donald O. Burnette, Mayor

ATTEST:

PROPERTY APPRAISER
COUNTY OF VOLUSIA, FLORIDA

Date _____

Date _____

By: _____ Date _____
Larry Bartlett
Property Appraiser
Volusia County, Florida



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/5/2021

Consent item: Yes

SUBJECT: (C16) Temporary Construction Easement for 3641 Ridgewood Avenue
(Dave's Pest Control Property)

DEPARTMENT: Community Development

GOAL: 4 - Economic Development

RECOMMENDED MOTION: Move to approve temporary construction easement for
3641 Ridgewood Avenue (Dave's Pest Control Property)

SUMMARY: The attached Temporary Construction Easement provides Halifax River Partners, LLC the right to access the City-owned property at 3641 Ridgewood Avenue (Dave's Pest Control) to demolish the structures and associated concrete pads and pavement on the property, including the removal of all ground vegetation, invasive species, and dead or diseased trees as required by the Third Amendment to the Riverwalk Amended and Restated Master Development Agreement.

Project No.: N/A

Funding Account No.: N/A

Presenter: Tim Burman

ATTACHMENTS:

1.	Temporary Construction Easement	Temp Construction Easement for Daves.pdf
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Robin Fenwick	Created/Initiated - 9/22/2021
Tim Burman	Approved - 9/22/2021
Shannon Balmer	Approved - 9/22/2021
Wayne Clark	Approved - 9/23/2021
Robin Fenwick	Final Approval - 9/24/2021

Document Prepared By:
Shannon K. Balmer, Assistant City Attorney
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

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

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Easement Agreement") is granted this ____ day of _____, 2021, by **City of Port Orange**, a Florida municipal corporation, ("Grantor"), whose address is 1000 City Center Circle, Port Orange, Florida 32129, to **Halifax River Partners, LLC**, a Florida limited liability company having a mailing address of 1800 North U.S. Highway 1, Ormond Beach, Florida 32174("Grantee").

W I T N E S S E T H

That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the Grantor hereby grants a TEMPORARY CONSTRUCTION EASEMENT ("Easement") over, across and upon real property owned by the Grantor located in Volusia County, Florida, and being more particularly described on **Exhibit A**, attached hereto, ("Easement Premises") for the purpose of demolition of existing site improvements pursuant to the conditions of the building permit for demolition issued by the City of Port Orange and the removal of all ground vegetation, invasive species and dead or diseased trees on the property, all in accordance with the Land Development Code.

The purpose of this Easement shall include the right of access to enter upon the premises hereinabove described and the adjoining lands of the Grantor, for the Grantee's demolition of existing improvements and environmental cleanup, as referenced herein.

TO HAVE AND TO HOLD the same unto said Grantee and its successors and assigns, together with the right to enter upon the said land, with all such other incidents which said Grantee may deem necessary or convenient in connection therewith.

Grantee covenants and agrees that upon completion of the requirements set forth in the building permit issued for the demolition of the existing site improvements and the removal of all ground vegetation, invasive species and dead or diseased tree on the Easement Premises, the Grantee shall:

- a. Repair all damage within the Easement Premises caused by the ingress and egress of construction equipment; and
- b. Level and re-sod any unpaved portions of the Easement Premises disturbed during the construction process; and

c. Indemnify and hold harmless the Grantor for and from any loss, liability, cost or expense incurred by Grantor as a result of Grantee's exercise of its right hereunder, including, without limitation, any personal injury claims brought against Grantor in connection with Grantee's utilization of the rights granted pursuant to this Easement.

It is expressly understood and agreed that the terms, covenants and conditions of this Easement Agreement shall be and constitute covenants running with and binding upon the Easement Premises and shall constitute an obligation on the Easement Premises regardless of title or ownership thereof and regardless of any future change which may take place therein.

Unless otherwise extended by written agreement of the Parties, this Easement Agreement shall automatically terminate upon (1) the issuance of the Certificate of Occupancy for the Restaurant on the Point; or (2) by December 30, 2021, whichever occurs first.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

WITNESSES:

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

Signature

By: _____
Donald O. Burnette, Mayor

Print Name

Date: _____

Signature

Print Name

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

Signature

Print Name

Date: _____

Signature

Print Name

(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 Donald O. Burnette as Mayor of the **City of Port Orange, Florida**, a chartered municipal corporation, who acknowledged that he is duly authorized to execute the foregoing agreement and who is personally known to me.

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

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this _____ day of _____, 2021, by Robin L. Fenwick, as City Clerk, of the City of Port Orange, Florida, a chartered municipal corporation, who acknowledges that she is duly authorized to execute the foregoing agreement on behalf of the city. She is personally known to me.

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

WITNESSES:

Signature

Print Name

Signature

Print Name

DEVELOPER:

HALIFAX RIVER PARTNERS, LLC,
a Florida limited liability company

By: _____
Josif Atanasoski, Manager

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Easement Agreement was sworn to and acknowledged before me by means of ☒ physical presence or ☐ online notarization this _____ day of _____, 2021, by Josif Atanasoski, in his representative capacity as Manager of HALIFAX RIVER PARTNERS, LLC, a Florida limited liability company who acknowledges that he is duly authorized to execute the foregoing agreement on behalf of the HALIFAX RIVER PARTNERS, LLC and who: ☐ is personally known to me, or ☐ has produced _____ as identification.

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

EXHIBIT A

PARCEL 1:

LOTS 5 AND 6, EXCEPT THE EAST 216 FEET AND EXCEPT THE STREET (U.S. HIGHWAY #1), BLOCK 2, PORT ORANGE HAND TRACT, THE SAID EAST 216 FEET BEING MEASURED ON THE NORTH LINE OF LOT 5, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 2, PAGE 185, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL 2:

REFER TO A POINT OF REFERENCE IN THE ORIGINAL EAST LINE OF RIDGEWOOD AVENUE, (U.S. HIGHWAY# 1, STATE ROAD 5, A 66 FOOT RIGHT-OF-WAY), SAID POINT BEING THE INTERSECTION OF THE NORTH LINE OF U.S. GOVERNMENT LOT TWO (2), OF SECTION 3, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, ALSO BEING THE NORTH LINE OF LOT ONE (1), MRS. DANIELS' ADDITION TO PORT ORANGE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 3, PAGE 29, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, WITH SAID ORIGINAL EAST RIGHT-OF-WAY; THENCE NORTH 89 DEGREES 14 MINUTES 45 SECONDS EAST, FOR A DISTANCE OF 3.83 FEET TO THE POINT OF BEGINNING; SAID POINT ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY#1 (STATE ROAD 5), NOW A 100 FOOT RIGHT-OF-WAY; THENCE SOUTH 24 DEGREES 15 MINUTES 30 SECONDS EAST ALONG THE EAST RIGHT-OF-WAY LINE NOW IN USE FOR A DISTANCE OF 150.42 FEET; THENCE DEPARTING AFORESAID RIGHT-OF-WAY NORTH 77 DEGREES 17 MINUTES 08 SECONDS EAST, FOR A DISTANCE OF 338.08 FEET; THENCE NORTH 25 DEGREES 55 MINUTES 41 SECONDS WEST, FOR A DISTANCE OF 75.00 FEET TO THE NORTH LINE OF SAID U.S. GOVERNMENT LOT 2; THENCE SOUTH 89 DEGREES 14 MINUTES 45 SECONDS WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 358.83 FEET TO THE POINT OF BEGINNING.

PARCEL IDENTIFICATION NUMBERS: **6303-10-02-0050 & 6303-16-00-0014.**



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/5/2021

Consent item: Yes

SUBJECT: (F18) Second Reading - Ordinance No. 2021-22 - Port Orange
Communications in Rights-of-Way Amendment

DEPARTMENT: Public Utilities

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve Ordinance No. 2021-22.

SUMMARY: In 2018, the City Council adopted Ordinance No. 2018-13, to implement amendments to Florida Statutes, including the Florida Advanced Wireless Infrastructure Deployment Act ("Small Cell Statute"), codified at Section 337.401(7), Florida Statutes, that became effective July 1, 2018. Ordinance No. 2018-13, created the Port Orange Communications Rights-of-Way Ordinance, codified in Chapter 58, Article IV of the City Code of Ordinances, which regulates the processing of applications and installation of communications facilities in the City's public Rights-of-Way.

In 2019, Florida passed CS/CS/CS/SB 1000 ("SB 1000") which further amended Section 337.401, Florida Statutes, effective July 1, 2019. The proposed Ordinance amends the City Code consistent with the 2019 amendments to Florida Statutes.

Proposed changes set forth in the ordinance are summarized as follows:

- Definitions consistent with SB 1000 and adds definitions for "backhaul facilities," "extension of facilities," "request" and "smart technology;"
- Registration requirements including requiring renewals every five years;
- Permit requirements and exceptions to permits, and adds requirements for notice of work done without City permits and photographic and video documentation of all underground work;
- Application requirements and procedures including adding the statutory time frames for all applications and the distinction in the bases to deny various applications;
- Construction and bond requirements. With respect to the bond requirement, Ordinance No. 2018-13 imposed the requirement of a permanent performance bond in the form of a cash deposit or letter of credit, over industry's objection. This was in addition to a construction bond which the City may require for a particular permit application. The proposed Ordinance removes the requirement of a permanent performance bond.

-
- Development and Objective Design Standards, including requirements related to undergrounding utilities; and
 - Pass Through Provider Fees to add the ability for the City to require annual maps to ensure payments to the City are accurate.

The new Ordinance will apply to existing registrants 90 days after adoption, or when they apply for a new permit, whichever is earlier.

Project No.: NONE

Funding Account No.: NONE

Presenter: Lynn Stevens

ATTACHMENTS:

1.	Ord. No. 2021-22	Ord. No. 2021-22.pdf
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Robin Fenwick

Created/Initiated - 9/13/2021

ORDINANCE NO. 2021-22

AN ORDINANCE OF THE CITY OF PORT ORANGE, FLORIDA AMENDING THE CODE OF ORDINANCES OF THE CITY OF PORT ORANGE BY AMENDING CHAPTER 58, ARTICLE IV, SECTIONS 58-70 – 58-80, KNOWN AS THE "PORT ORANGE COMMUNICATIONS RIGHTS-OF-WAY ORDINANCE;" PROVIDING INTENT AND PURPOSE, APPLICABILITY AND AUTHORITY TO IMPLEMENT; PROVIDING DEFINITIONS; PROVIDING FOR REGISTRATION FOR PLACING OR MAINTAINING COMMUNICATIONS FACILITIES IN THE PUBLIC RIGHTS-OF-WAY; PROVIDING REQUIREMENT OF A PERMIT; PROVIDING APPLICATION REQUIREMENTS AND REVIEW PROCEDURES; PROVIDING FOR BONDS; PROVIDING FOR CONSTRUCTION METHODS; PROVIDING DEVELOPMENT AND OBJECTIVE DESIGN STANDARDS; PROVIDING FOR FEES AND TAXES; PROVIDING ENFORCEMENT REMEDIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City of Port Orange ("City") staff periodically reviews City Ordinances and makes recommendations to the City Council to revise its Ordinances; and

WHEREAS, the City Council of the City of Port Orange has determined that the following amendments promote and protect the general health, safety and welfare of the residents of the City of Port Orange by regulating the siting of communications facilities and utility poles within the public rights-of-way; and

WHEREAS, this Ordinance accommodates the growing needs and demand for communications services; and

WHEREAS, this Ordinance seeks to address expressly new communications facilities and technologies, while also protecting, preserving, and maintaining the public safety and aesthetic characters of areas where such public rights-of-way exist; and,

WHEREAS, Section 337.401, Florida Statutes, addresses *inter alia*, the authority of local governments to regulate the placement and maintenance of communications facilities in the public rights-of-way; and

WHEREAS, rules and regulations imposed by a local government relating to communications service providers that desire to place or maintain communications facilities in its rights-of-way must be generally nondiscriminatory and competitively neutral; and

WHEREAS, Section 337.401(3)(g), Florida Statutes, provides that a local government may not use its authority over the placement of facilities in its rights-of-way as a basis for asserting or exercising regulatory control over a provider of communications services regarding matters within the exclusive jurisdiction of the Florida Public Service Commission or Federal Communications Commission, including, but not limited to, the operations, systems, qualifications, services, service quality, service territory, and prices of a provider of communications services; and

WHEREAS, in 2017, the Florida Legislature enacted and the Governor approved the Advanced Wireless Infrastructure Deployment Act, Section 337.401(7), *Florida Statutes* ("Small Cell Statute"); and

WHEREAS, the Small Cell Statute creates new requirements and allowances for local governments relating to the installation of utility poles in the public rights-of-way to collocate small wireless facilities, and the placement and maintenance of small wireless facilities and micro wireless facilities in the public rights-of-way; and

WHEREAS, the Small Cell Statute provides that a local government may adopt by ordinance objective design standards requiring a small wireless facility to meet reasonable location context, color, stealth, and concealment requirements, objective design standards requiring a new utility pole intended to support the collocation of small wireless facilities that replace an existing facility to be of substantially similar design, material, and color, and reasonable spacing requirements concerning the location of ground-mounted equipment; and

WHEREAS, the Small Cell Statute also provides that a local government may adopt by ordinance provisions for insurance coverage, indemnification, performance bonds, security funds, force majeure, abandonment, municipal liability, and municipal warranties provided such provisions are reasonable and nondiscriminatory; and

WHEREAS, the City Council adopted Ordinance No. 2018-13 on August 7, 2018, to implement the Small Cell Statute; and

WHEREAS, in 2019, the Florida Legislature enacted and the Governor approved CS/CS/CS/SB 1000 ("SB 1000"), amending Section 337.401, Florida Statutes, including portions of the Small Cell Statute; and

WHEREAS, it is the City Council's intent to exercise its authority over the placement and maintenance of communications facilities in its rights-of-way to the full extent consistent with applicable state and federal law; and

WHEREAS, it is the City Council's further intent to treat each such communications services provider in a reasonable, nondiscriminatory, and competitively neutral manner in exercising such authority to the extent consistent with applicable law; and

WHEREAS, the city's rights-of-way are essential for the travel of persons and the transport of goods throughout the city and are a unique and physically limited resource requiring proper management by the city in order to ensure public safety, maximize efficiency, minimize costs to city taxpayers for the foregoing uses, reasonably balance the potential inconvenience to and negative effects upon the public from the placement and maintenance of communications facilities in the rights-of-way against the substantial benefits that accrue from such placement and maintenance, and promote the public health, safety and general welfare; and

WHEREAS, a duly noticed public hearing as required by law was held by the City Council of the City of Port Orange, at which public hearing all residents and interested persons were given an opportunity to be heard; and

WHEREAS, the City Clerk submitted notice of the first hearing on this proposed Ordinance to the Florida Secretary of State, consistent with Section 337.401(3)(d), Florida Statutes; and

WHEREAS, the City Council has reviewed the regulations set forth in this Ordinance and has determined that such regulations are consistent with the city's plans.

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

SECTION 1. The foregoing WHEREAS clauses are ratified and incorporated as the legislative intent of this Ordinance.

SECTION 2. The City Council hereby amends Chapter 58, Article IV, entitled "Communications Facilities in Public Rights-Of-Way;" Sections 58-70 through 58-80 of the Code of Ordinances, City of Port Orange, Florida, to read as follows¹:

Chapter 58 - STREETS, SIDEWALKS AND OTHER PUBLIC PLACES

ARTICLE IV. – COMMUNICATIONS FACILITIES IN PUBLIC RIGHTS-OF-WAY

Sec. 58-70. - Short title.

This Ordinance shall be known and may be cited as the "Port Orange Communications Rights-of-Way Ordinance."

Sec. 58-71. Intent and purpose; Applicability; Authority to Implement.

(a) Intent and purpose.

It is the intent of the city to promote the public health, safety and general welfare by: providing for the placement and maintenance of communications facilities in the public rights-of-way within the city; adopting and administering reasonable rules and regulations not inconsistent with state and federal law, including the United States and Florida Constitutions, F.S. § 337.401, as it may be amended, the city's home-rule authority, and in accordance with the provisions of the Federal Telecommunications Act of 1996, the Spectrum Act, FCC regulations, and other federal and state law; establishing reasonable rules and regulations necessary to manage the placement and maintenance of communications facilities in the public rights-of-way by all communications services providers after the effective date of this section; and minimizing disruption to the public rights-of-way. In regulating its public rights-of-way, the city shall be governed by and shall comply with all applicable federal and state laws.

(b) Applicability.

This Article shall apply to all facilities for communications services placed or maintained in the city public rights-of-way pursuant to Section 337.401, F.S., including but not limited to any person holding a certificate of franchise authority pursuant to Section 610.103, Florida Statutes, communications services providers, pass-through providers, and wireless providers. To the extent not prohibited by applicable law, this Ordinance shall apply to all applications pending at the time of adoption of this Ordinance, to place or maintain communications facilities in the public rights-of-way. Persons seeking to place or maintain communications facilities on private property or other property to which the city, any municipality, Volusia County, Volusia County School Board, State of Florida, or federal government has a fee-simple or leasehold interest in real property, not within and exclusive of the public rights-of-way, located within the jurisdictional boundaries of the city shall comply with the applicable provisions of Chapter 16, Section 9 of the Land Development Code, to the extent it applies, unless such property is addressed expressly in this Article. This Article is not applicable to communication facilities outside the public rights-of-way, unless addressed expressly herein. Pursuant to this Article, a person may be authorized to place or to maintain small wireless facilities, micro wireless facilities, ~~or~~ utility poles for collocation of small wireless facilities, fiber, coaxial cable, and backhaul facilities in the city public rights-of-way. Wireless support structures, telecommunications towers and other wireless facilities, including but not limited to an antenna that is not part of a small wireless facility or micro wireless facility, shall not be allowed to be placed or maintained in the public rights-of-way, to the extent not inconsistent with applicable law. This Article applies to the placement of conduit, fiber or cable for the purpose of providing backhaul or communications service. Consistent with Section 337.401, *Florida Statutes*, this Article applies to a cable or video service provider that has been issued and holds a certificate of franchise authority from the Florida Department of State pursuant to Section 610.103,

¹ Words ~~stricken through~~ are intended to be deleted; words underlined are intended to be added.

Florida Statutes, that places or maintains a cable system or wireline facilities in the city's public rights-of-way. Rules or regulations imposed by the city relating to providers of communications services placing or maintaining communications facilities in its roads or rights-of-way shall be generally applicable to all providers of communications services, to the extent federal or Florida law does not require different treatment. Florida law requires that the city's rules and regulations take into account the distinct engineering, construction, operation, maintenance, public works, and safety requirements of the provider's facilities. Accordingly, in the exercise of the city's authority, as required by Florida law, this Ordinance provides different regulations applicable to various communications facilities. This Ordinance does not apply to electric utility poles for an electric transmission or distribution system located in the city public rights-of-way pursuant to a valid franchise agreement with the city. However, collocation of small wireless facilities on such utility poles and any utility poles not for an electric transmission or distribution system placed or maintained by a city franchised utility in the public rights-of-way will be governed by the applicable provisions of this Ordinance. Ordinances approving a franchise agreement and a valid franchise agreement with an electric utility shall remain in full force and effect, notwithstanding any provision of this Ordinance. This Article shall not apply to ~~wireless communications~~ facilities owned by the city or to communications facilities owned by a person, including an electric cooperative, to the extent such facilities are utilized solely on an internal, non-commercial basis by said person.

- (1) This Article implements *inter alia*, Section 337.401, Florida Statutes, as amended, including the Advanced Wireless Infrastructure Deployment Act, Section 337.401(7), F.S. ("Small Cell Statute"). By adopting this Article, the city does not waive any rights ~~with respect to the Small Cell Statute~~ including any rights that may exist under federal law, the Florida Constitution and the U.S. Constitution. In the event ~~the Advanced Wireless Infrastructure Deployment Act, Section 337.401(7), is repealed, amended, or overturned by a court of competent jurisdiction, or preempted by applicable federal law or regulation, in whole or in part, provisions of this Article may no longer apply, in which case pending and future applications or requests for small wireless facilities or utility poles intended to support the collocation of small wireless communications facilities in the public rights-of-way,~~ will be governed by applicable law. In addition, permits issued pursuant to this Article may be suspended or revoked, and facilities installed pursuant to permits issued pursuant to this Article or without permits as authorized by this Article may be required to be removed at the facility owner's expense, to the extent consistent with applicable law. It is the city's intent not to create any vested rights in placing and maintaining communications facilities addressed in the Small Cell Statute in the public rights-of-way as a result of this Article or any permit issued pursuant to this Article, to the extent not inconsistent with applicable law.
- (2) To the extent any provision of this Article conflicts with the Code of Ordinances or Land Development Code of the City of Port Orange, including but not limited to Chapter 58, Article II, Sections 58-32 to 58 – 41, this Article shall control.
- (3) This Article shall be applicable to all communications facilities placed in the public rights-of-way on or after the effective date of this Article, all pending applications for permits subject to this Article, and all existing communications facilities placed in the public rights-of-way prior to the effective date of this Article, to the full extent permitted by state and federal law. A person with existing communications facilities in the public rights-of-way shall comply with this Article by the earlier of the following: ninety (90) days from the effective date of this Article or prior to submitting an application for a permit pursuant to this Article. This provision shall not require the removal or alteration of existing communications facilities placed or maintained in the public rights-of-way pursuant to a previously issued permit or otherwise lawfully installed prior to the effective date of this Ordinance unless such

facilities are abandoned or otherwise required to be altered or removed by the city manager, or pursuant to enforcement of this Ordinance or applicable law.

(4) **Reservation of rights.** The city reserves the right to amend this Article as it shall find necessary in the lawful exercise of its police powers.

(c) **Authority to implement Article.** The city manager is authorized to adopt, to modify, and to repeal rules and regulations, not inconsistent with this Article, to carry out the intent and purposes of this Article.

Sec. 58-72. Definitions. For the purposes of this Article, the following terms, phrases, words and derivations shall have the meanings given. Where not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The words "shall" and "will" are mandatory, and "may" is permissive. Words not otherwise defined in this Article or in any permit that may be granted pursuant to this Article shall be given the meaning set forth in the Communications Act of 1934, 47 U.S.C. §151 *et seq.*, as amended or the Spectrum Act, 47 U.S.C. §1455(a) (collectively the "Communications Act"), and if not defined in the Communications Act, as defined by Florida Statutes; and, if not defined by Florida Statutes, as defined in the code, and if not defined in the code, shall be construed to mean the common and ordinary meaning.

ABANDONMENT OR ABANDONED. The cessation of all uses of a communications facility for a period of one hundred eighty (180) or more consecutive days provided this term shall not include the cessation of all use of a communications facility within a physical structure where the physical structure continues to be used for some purpose or use accessory to the communications facility. By way of example, cessation of all use of a cable within a conduit, where the conduit continues to be used for some purpose or use accessory to the communications facility, shall not be *Abandonment* of a communications facility. A wireless infrastructure provider's failure to have a wireless service provider provide service through a small wireless facility collocated on a utility pole within nine (9) months after the application is approved in accordance with Section 337.401(7)(j), F.S., shall constitute abandonment. The terms Abandonment or Abandoned are not intended to include a dropped line from a potential or existing customer in the event the communications services provider reasonably anticipates future use of the dropped line.

ABUT. When used in conjunction with a lot or parcel of land or public right-of-way, means a lot or parcel of land or public right-of-way that shares all or a part of a common lot line or boundary line with another lot or parcel of land or public right-of-way.

ADJACENT PROPERTIES OR PROPERTIES ADJACENT. (i) Those lots or parcels of land that abut another lot or parcel of land or public right-of-way that is contiguous to a communications facility site or proposed site and (ii) the lots or parcels of land or public right-of-way that would be contiguous to lots or parcels or public rights-of-way but for an intervening local or collector roadway.

ANTENNA. Communications equipment that transmits or receives electromagnetic radio frequency signals used in providing wireless services.

APPLICABLE CODES. Uniform building, fire, electrical, plumbing, or mechanical current codes adopted by a recognized national code organization or local amendments to those codes enacted solely to address threats of destruction of property or injury to persons, including, but not limited expressly to the Florida Building Code, National Electrical Code, FDOT Greenbook, National Electrical Safety Code, 20197 Edition of the Florida Department of Transportation Utility Accommodation Manual, the "Safety Rules for the Installation and Maintenance of Electrical Supply and Communication Lines" established by the Department of Commerce, Bureau of Standards of the United States, as may be amended, and city codes or ordinances, and standards and regulations, to the extent not inconsistent with the 2017 edition of the FDOT Utility Accommodation Manual and Florida law~~adopted to implement Section 337.401, Florida Statutes, including but not limited to this Article. The term includes objective design standards adopted by this Article that may require a new utility pole that replaces an existing utility pole to be of substantially similar design,~~

~~material, and color or that may require reasonable spacing requirements concerning the location of ground-mounted equipment. The term includes objective design standards adopted by this Article that may require a small wireless facility to meet reasonable location context, color, stealth, and concealment requirements; however, such design standards may be waived by the city upon a showing that the design standards are not reasonably compatible for the particular location of a small wireless facility or that the design standards impose an excessive expense.~~

APPLICANT. A registrant who submits an application ~~for a permit to locate a communications facility or utility pole within the public rights-of-way.~~

APPLICATION. A request submitted by an applicant to the city for a permit to collocate small wireless facilities or to place a new utility pole used to support a small wireless facility in the public rights-of-way ~~any request pursuant to this Article.~~

ARTICLE. This Ordinance or Article.

AS-BUILT PLANS. A set of final and complete drawings in a format as specified by the city submitted upon completion of a project, signed and sealed by a licensed engineer professional surveyor or mapper ~~as defined in Section 472.005, F.S.,~~ that reflects all changes made during the construction process, and shows the exact dimensions, geometry and location of all elements of the work completed under the permit.

AUTHORITY. The city to the extent it has jurisdiction and control of the rights-of-way of any public road. The term does not include the Department of Transportation rights-of-way under the jurisdiction and control of the department, which are excluded from this Section.

AUTHORITY or CITY UTILITY POLE. A utility pole owned by the city in the public right-of-way. The term does not include a utility pole owned by a municipal electric utility, a utility pole used to support municipally owned or operated electric distribution facilities, or a utility pole located in the right-of-way within:

- (a) A retirement community that:
 - (i) Is deed restricted as housing for older persons as defined in Section 760.29(4)(b), Florida Statutes.
 - (ii) Has more than 5,000 residents; and
 - (iii) Has underground utilities for electric transmission or distribution.

BACKHAUL FACILITIES. A physical transmission path, all or part of which is within the public rights-of-way controlled by the city or any government entity, used for the transport of communications data by wire or fiber from a wireless facility to a network. A Backhaul Facility may also consist of an antenna, including a microwave antenna, installed in the public rights-of-way pursuant to a permit, used for the transport of communications data wirelessly from a wireless facility to a network.

BELOW-GRADE COMMUNICATIONS FACILITY. Communications facilities, including manholes or access points, that are entirely contained below grade within the public rights-of-way.

CITY. The City of Port Orange, Florida, a municipal corporation of the State of Florida, in its present form or in any later reorganized, consolidated, or enlarged form.

CITY MANAGER. The City of Port Orange, Florida, city manager or his/her designee.

CLEAR ZONE. Consistent with the latest edition of the FDOT Greenbook and applicable codes ~~Florida Department of Transportation Index,~~ the roadside border area, starting at the edge of the traveled way, available for safe use by errant vehicles. ~~This area may consist of a shoulder, recoverable slope, non-recoverable slope, clear runout area, or combination thereof. The width of the clear zone is dependent upon the traffic volumes and speeds, and on the roadside geometry.~~

COLLOCATION OR COLLOCATE. To install, mount, maintain, modify, operate, or replace one or more wireless facilities on, under, within, or adjacent to a wireless support structure or utility pole. The term does

not include the installation of a new utility pole or wireless support structure in the public rights-of-way.

COMMUNICATIONS FACILITY or FACILITY or SYSTEM. Any permanent or temporary plant, equipment and property, including but not limited to cables, wires, conduits, ducts, fiber optics, poles, antennae, converters, splice boxes, cabinets, hand holes, manholes, vaults, drains, surface location markers, appurtenances, wireless facilities, wireless support structure, wireline backhaul facilities, small wireless facilities, micro wireless facility, and other equipment or pathway placed or maintained or to be placed or maintained in the public rights-of-way of the city and used or capable of being used to transmit, convey, route, receive, distribute, provide or offer communications services. A utility pole intended for collocation of a small wireless facility shall be considered a facility for purposes of this Article.

COMMUNICATIONS SERVICES. The transmission, conveyance or routing of voice, data, audio, video, or any other information or signals to a point, or between or among points, by or through any electronic, radio, satellite, cable, optical, microwave, or other medium or method now in existence or hereafter devised, including wireless services, regardless of the protocol used for such transmission or conveyance, and shall also include cable service and video service as defined in F.S. §§610.103(1) and (11).

COMMUNICATIONS SERVICES PROVIDER. Any person making available or providing communications services through the placement or maintenance of a communications facility in public rights-of-way, or a wireless infrastructure provider.

COMMUNICATIONS SERVICES TAX. The local communications services tax authorized to be levied and collected by counties and municipalities upon communication service providers for communications services, pursuant to Section 202.19, F.S. as amended.

CONSOLIDATED PERMIT APPLICATION. A single permit application that would otherwise require individual permit applications for the collocation of between two (2) and thirty (30) small wireless facilities to existing structures within the public rights-of-way.

EXCAVATE or EXCAVATION. Consistent with the definition contained in Section 556.102(6), F. S., as it may be amended, any manmade cut, cavity, trench, or depression in the earth's surface, formed by removal of earth, intended to change the grade or level of land, or intended to penetrate or disturb the surface of the earth, including land beneath the waters of the state, as defined in Section 373.019(22), F.S., and the term includes pipe bursting and directional drilling or boring from one point to another point beneath the surface of the earth, or other trenchless technologies.

EXTENSION OF EXISTING FACILITIES or EXTENSION. Those extensions of conduit, fiber and/or cable from the public rights-of-way into a customer's private property for purposes of placing a service drop or those extensions from the public rights-of-way into a utility easement to provide service to a discreet identifiable customer or group of customers. An extension of facilities from the public rights-of-way to a utility easement to provide service to an identifiable customer shall continue to constitute an extension if the communications services provider seeks to provide communications service to other customers from the same easement.

FCC. The Federal Communications Commission.

FLORIDA BUILDING CODE. The Florida Building Code promulgated under Chapter 553, Florida Statutes and includes the applicable amendments thereto as both may be amended from time to time.

FLORIDA GREENBOOK. The latest edition of the Florida Department of Transportation Manual of Uniform Minimum Standards for Design, Construction and Maintenance of Streets and Highways.

FORCE MAJEURE EVENT. A cause or event not within a person's control that shall include, without limitation, acts of God, floods, earthquakes, landslides, hurricanes, fires and other natural disasters, acts of public enemies, riots or civil disturbances, sabotage, strikes and restraints imposed by order of a governmental agency or court. Causes or events within a person's control, and thus not constituting a force

majeure event for purposes of this Article, shall include, without limitation, the financial inability to perform or comply, economic hardship, and misfeasance, malfeasance or nonfeasance by any of person's directors, officers, employees, contractors or agents.

GRAFFITI. Any inscriptions, word, figure, painting or other defacement that is written, marked, etched, scratched, sprayed, drawn, painted or engraved on or otherwise affixed to any communications facility whether or not authorized by the registrant of the communications facility. A wrap shall not be considered graffiti.

HISTORIC PROPERTY. Any prehistoric or historic district, site, building, structure as defined in Chapter 2, Section 2 of the city's Land Development Code, as it may be amended, or object or other real or personal property, of historical, architectural or archaeological value. These properties or resources may include, but are not limited to, monuments, memorials, Indian habitations, ceremonial sites, abandoned settlements, engineering works, treasure troves, artifacts, or other objects with intrinsic historical or archaeological value, or any part thereof, relating to the history, government, or culture of the city.

HOMEOWNERS' ASSOCIATION. An incorporated association whose members consist of owners of single-family homes or condominium units that manage or control property owned by the association.

IN PUBLIC RIGHTS-OF-WAY or IN THE PUBLIC RIGHTS-OF-WAY. In, on, over, under or across the public rights-of-way.

LICENSED ENGINEER. A Florida registered professional engineer, or person who is exempt from such registration requirements as provided in F.S. § 471.003.

LOT. A designated parcel of land established by plat, subdivision, or as otherwise permitted by law, to be used, developed, or built upon as a unit.

MICRO WIRELESS FACILITY. A small wireless facility having dimensions no larger than 24 inches in length, 15 inches in width, and 12 inches in height and an exterior antenna, if any, no longer than 11 inches.

PARCEL. Any piece of real property that has a single parcel identification number assigned to it by the Volusia County Property Appraiser.

PASS-THROUGH PROVIDER. Any person, as defined in Section 337.401(6)(a)1., Florida Statutes, who places or maintains a communications facility in the public rights-of-way and who does not remit taxes imposed by the city pursuant to Chapter 202, F.S., as amended. A pass-through provider can also be a wireless infrastructure provider as defined herein, and/or an owner of a communications facility pursuant to this Article.

PERMIT. The public right-of-way permit that must be obtained before a person may construct any new improvement, or to dig up, break, excavate, tunnel, or otherwise undermine or destroy the ground or any street, sidewalk, bike path, drainage pipe, utility line or any other improvement in the public right-of-way ~~and shall include, but not be limited to, right of way engineering and construction permits issued by the city.~~

PERSON. Shall include any individual, children, firm, association, joint venture, partnership, estate, trust, business trust, syndicate, fiduciary, corporation, organization or legal entity of any kind, successor, assignee, transferee, personal representative, and all other groups or combinations, but shall not include the city.

PLACE OR MAINTAIN or PLACEMENT OR MAINTENANCE or PLACING OR MAINTAINING. To erect, construct, install, maintain, place, repair, extend, expand, remove, occupy, locate or relocate. A communications services provider that owns or exercises physical control over communications facilities in public rights-of-way, such as the physical control to maintain and repair, is **PLACING OR MAINTAINING** the facilities. To the extent required by applicable law, a party providing service only through resale or only through use of a third party's unbundled network elements is not **PLACING OR MAINTAINING** the

communications facilities through which such service is provided. The transmission and receipt of radio frequency signals through the airspace of the public rights-of-way is not **PLACING OR MAINTAINING** facilities in the public rights-of-way.

PROFESSIONAL SURVEYOR or MAPPER. A person who is registered in Florida to engage in the practice of surveying or mapping.

PSC. The Florida Public Service Commission.

PUBLIC RIGHTS-OF-WAY. A public right-of-way, public easement, highway, street, bridge, tunnel, waterway, dock, wharf, court, lane, path, or alley, or any other way for which the city is the authority that has jurisdiction and control and may lawfully grant access to such property, pursuant to applicable law, and includes the surface, the air space over the surface and the area below the surface. **PUBLIC RIGHTS-OF-WAY** shall not include private property. **PUBLIC RIGHTS-OF-WAY** shall not include any real or personal city property except as described above, and shall not include city parks, buildings, fixtures, poles, conduits, facilities or other structures or improvements, regardless of whether they are situated in the **PUBLIC RIGHTS-OF-WAY**.

REGISTRANT or FACILITY OWNER. A communications services provider or other person that has registered with the city in accordance with the provisions of this Article.

REGISTRATION and REGISTER. The process described in this Article whereby a communications services provider provides certain information to the city.

REQUESTER. A person who submits a request pursuant to this Ordinance.

REQUEST. Any request other than an Application submitted by a person, associated with the placement or maintenance of a communications facility other than the collocation of a small wireless facility or utility pole for the collocation of a small wireless facility in the public rights-of-way. A Request includes, but shall not be limited to, a request for approval of a registration, a request to place or maintain a communications facility other than the collocation of a small wireless facility or utility pole for the collocation of a small wireless facility in the public rights-of-way and includes for example, but is not limited to, a permit to construct cable, fiber, conduit, backhaul facilities, pedestals, or a support structure that does not constitute a utility pole for the collocation of a small wireless facility in the public rights-of-way.

SHROUD. A covering or enclosure of equipment associated with a small wireless facility, other than the antenna, collocated on an existing structure or wireless support structure.

SIGNAGE. Any display of characters, ornamentation, letters or other display such as, but not limited to, a symbol, logo, picture, or other device used to attract attention, or to identify, or as an advertisement, announcement, or to indicate directions, including the structure or frame used in the display. The term Signage shall not include identification of the owner and contact information of the wireless facility provider or utility pole, or identification of wires, cables, etc. necessary to aid in safety or hazard work or maintenance or repair work of the communications facility.

SMALL WIRELESS FACILITY. A wireless facility that meets the following qualifications:

- (a) Each antenna associated with the facility is located inside an enclosure of no more than 6 cubic feet in volume or, in the case of antennas that have exposed elements, each antenna and all of its exposed elements could fit within an enclosure of no more than 6 cubic feet in volume; and
- (b) All other wireless equipment associated with the facility is cumulatively no more than 28 cubic feet in volume. The following types of associated ancillary equipment are not included in the calculation of equipment volume: electric meters, concealment elements, telecommunications demarcation boxes, ground-based enclosures, grounding equipment, power transfer switches, cutoff switches, vertical cable runs for the connection of power and other services, and utility poles or other support structures.

SMART TECHNOLOGY. The city's present and future technology to support the city's smart technology initiatives, including but not limited to, sensors and smart lights, fiber, CCTV cameras, digital signage, data sharing with traffic applications, smart solar-powered charging stations, emergency alert applications and other initiatives over time.

STEALTH DESIGN. A method of camouflaging any tower, antenna or other communications facility, including, but not limited to, supporting electrical or mechanical equipment, or utility pole which is designed to enhance compatibility with the surrounding neighborhood and be as visually unobtrusive as possible.

SURROUNDING NEIGHBORHOOD. The area within a five hundred (500) foot radius of a communications facility site or proposed communications facility site.

UTILITY. Any electric transmission, voice, telegraph, data, or other communications services lines or wireless facilities; pole lines; poles; railways; ditches; sewers; water, heat, or gas mains; pipelines; fences; gasoline tanks and pumps; or other structures referred to in Florida Statutes Sections 337.401, 337.402, 337.403, and 337.404 as the "utility."

UTILITY POLE. A pole or similar structure that is used in whole or in part to provide communications services or for electric distribution, lighting, traffic control, signage, or a similar function. The term includes the vertical support structure for traffic lights but does not include a horizontal structure to which signal lights or other traffic control devices are attached and does not include a pole or similar structure 15 feet in height or less unless an authority grants a waiver for such pole.

WIRELESS FACILITY. Equipment at a fixed location which enables wireless communications between user equipment and a communications network, including on-site radio transceivers, antennas, wires, coaxial or fiber-optic cable or other cables, regular and backup power supplies, and comparable equipment, regardless of technological configuration, and equipment associated with wireless communications. The term includes small wireless facilities. The term does not include:

- (a) The structure or improvements on, under, within, or adjacent to the structure on which the equipment is collocated;
- (b) Wireline backhaul facilities; or
- (c) Coaxial or fiber-optic cable that is between wireless structures or utility poles or that is otherwise ~~otherwise~~ not immediately adjacent to or directly associated with a particular antenna.

WIRELESS INFRASTRUCTURE PROVIDER. A person who has been certificated under Chapter 364, Florida Statutes, to provide telecommunications service or under Chapter 610, Florida Statutes, to provide cable or video services in the state, and such person's affiliate, and who builds or installs wireless communication transmission equipment, wireless facilities, or wireless support structures but is not a wireless services provider.

WIRELESS PROVIDER. A wireless infrastructure provider or a wireless services provider.

WIRELESS SERVICES. Any services provided using licensed or unlicensed spectrum, whether at a fixed location or mobile, using wireless facilities.

WIRELESS SERVICES PROVIDER. A person who provides wireless services.

WIRELESS SUPPORT STRUCTURE. A freestanding structure, such as a monopole, a guyed or self-supporting tower, or another existing or proposed structure designed to support or capable of supporting wireless facilities. The term does not include a utility pole, pedestal, or other support structure for ground-based equipment not mounted on a utility pole and less than five (5) feet in height.

WRAP. An aesthetic covering depicting artistic or scenic imagery. Imagery in a wrap may not contain any advertising.

Sec. 58-73. Registration For Placing Or Maintaining Communications Facilities in the Public Rights-Of-Way.

- (a) — All persons, including, but not limited to a communications services provider, pass-through provider, or wireless ~~infrastructure~~ provider, seeking to place or maintain a communications facility, backhaul facility, utility pole for collocation of a small wireless facility, or wireless support structure in public rights-of-way in the city pursuant to this Article shall ~~first register~~ maintain an effective registration with the city in accordance with this Article before being eligible to receive a permit. Subject to the terms and conditions prescribed in this Article and approval of a permit, if required, a registrant may place or maintain a communications facility in public rights-of-way. A communications services provider, pass-through provider, or wireless ~~infrastructure~~ provider with an existing communications facility in the public rights-of-way of the city as of the effective date of this Article has ninety (90) days from the effective date of this Article to comply with the terms of this Article, including, but not limited to obtaining an effective registration, or be in violation thereof. Persons installing or maintaining wireless communications facilities pursuant to city Land Development Code Ch. 16, Sec. 9, as it may be amended, who do not maintain communications facilities in the public rights-of-way are not required to maintain an effective registration.
- (ba) Requirements for an effective registration. A person that ~~desires to place or maintains a~~ places or maintains a communications facility, ~~including but not limited to backhaul facilities and an infrastructure provider that seeks to apply to install a utility pole for collocation of a small wireless facility in the public rights-of-way in the city~~ shall file an original registration, or if authorized by the city a digitally signed electronic registration, along with two complete copies with the city manager that shall include the following information:
- (1) Name of the registrant;
 - (2) Name, address and telephone number of the registrant's primary contact person in connection with the registration and name, address, telephone number and email addresses of the registrant's primary contact person in the event of an emergency or issue involving its facilities, which shall be monitored 24 hours per day, 7 days per week.
 - (3) ~~The type of communications services that the registrant provides or intends to provide within the city (if more than one, state all that apply), or, if none, indicate that the registrant is a communications facility provider, wireless infrastructure provider, or A statement as to whether the registrant is a pass-through provider in the city as defined herein as the case may be, and whether the registrant currently remits or intends to remit Communications Service Tax, as authorized in Ch. 202, F.S.;~~
 - (4) Evidence of the insurance coverage required under this Article;
 - (5) Acknowledgment that registrant has received and reviewed a copy of this Article;
 - (6) ~~A copy showing the number of the registrant's certificate of authorization, public convenience and necessity, or other similar certification or licenses issued by the Florida Public Service Commission, the Florida Department of State, or the FCC, or other federal authority. A copy of federal or state certification authorizing the registrant to provide communications services, if any; and~~
 - (7) The registrant's federal employer identification number. If the registrant is a corporation, proof of authority to do business in the State of Florida, including the number of the corporate certification; and

- (8) ~~A permanent performance bond to guarantee compliance in accordance with this Article.~~

(eb) Insurance.

- (1) Registrant shall obtain, provide, pay for and maintain satisfactory to the city, the types of insurance described herein. All insurance shall be from responsible companies duly authorized to do business in the state of Florida and having a rating in Best's Insurance Guide of A or better, or having a rating acceptable to the city. All liability policies shall provide that the city is an additional insured in the endorsement. The required coverages must be evidenced by properly executed certificates of insurance forms that the registrant shall provide to the city. The certificates must be signed by the authorized representative of the insurance company and shall be filed and maintained with the city annually. Thirty-days advance written notice by registered or certified mail must be given to the city of any cancellation, intent not to renew, or reduction in the policy coverages. In addition to the certificate of insurance, the registrant shall provide a copy of the insurance policy, if requested by the city. A provider of communications services may add the city to any existing insurance policy and the city shall accept such proof of coverage without any conditions other than consent to venue for purposes of any litigation to which the city is a party.
- (2) The limits of coverage of insurance required shall be not less than the following:
- i. Worker's compensation and employer's liability. Insurance employer's liability: Florida statutory requirements.
 - ii. Comprehensive general liability. Bodily injury and property damage: \$3,000,000 combined single limit each occurrence. Said coverage shall not exclude contractual liability, products/completed operations, independent or contractors.
 - iii. Automobile liability. Bodily injury and property damage: \$3,000,000 combined single limit each accident.
 - iv. Umbrella or excess liability. Registrant may satisfy the minimum limits required above for either commercial general liability, business auto liability and employer's liability coverage under umbrella or excess liability. The umbrella or excess liability shall have an aggregate limit not less than the highest "each occurrence" limit for commercial general liability, business auto liability or employer's liability. The city shall be specifically endorsed as an "additional insured" on the umbrella or excess liability, unless the certificate of insurance states the umbrella or excess liability provides coverage on a "follow-form" basis.
 - v. Self-insurance. Registrant may satisfy the insurance requirements and conditions of this division under a self-insurance plan and/or retention if acceptable to the city in its sole discretion based on the city's evaluation of the registrant's ability to comply with the code. Registrant agrees to notify the city, and/or indicate on the certificate(s) of insurance when self-insurance is relied upon or when a self-insured retention meets or exceeds \$100,000. The city reserves the right, but not the obligation, to request and review a copy of the registrant's most recent annual report or audited financial statement, which the registrant agrees to furnish for the purpose of determining the registrant's financial capacity self-insure.
- (3) Right to review. City, by and through its risk manager, reserves the right to review, modify, reject or accept any required policies of insurance or self-insurance, including limits, coverages, or endorsements herein from time to time throughout the life of this Article. City reserves the right, but not the obligation, to review and reject any insurer or self-insurer providing coverage because of its poor financial condition or failure to operate legally.

- (4) This Article shall not be construed to affect in any way the ~~city's~~City's rights, privileges and immunities as set forth in F.S. §768.28. Insurance under this Article shall run continuously with the presence of the registrant's facilities in the public rights-of-way, and any termination or lapse of such insurance shall be a violation of this Article and subject to the remedies as set forth herein. Notwithstanding the foregoing, the city may, in its sole discretion, require increased or decreased levels of insurance.
- (~~dc~~) ~~Reserved. Permanent Performance Bond to Guarantee Compliance. For an effective registration, a registrant shall file with the city, for city approval, a performance bond fund in the amount of fifty thousand dollars (\$50,000), in the form of a cash deposit or irrevocable letter of credit. Any cash deposit shall be held in an account maintained by the city and shall be used solely as provided in this Article. The letter of credit shall be issued by a financial institution within Volusia County and shall be in a form and issued by a financial institution acceptable to the city attorney. The permanent performance bond is not required in a registrant's capacity, if applicable, as a dealer of communications services. The permanent performance bond is required and shall be conditioned on the full and faithful performance by the registrant of all requirements, duties and obligations imposed by the provisions of this Article, including but not limited to requirements to restore the public rights of way and guarantee such restoration, remove abandoned facilities, pay appropriate compensation to the city for collocation on city poles, indemnify the city and pay for damages to city or other facilities as a result of registrant's placement or maintenance of communications facilities. Should the city draw upon the permanent performance bond, the city shall promptly notify the registrant, and the registrant shall promptly restore the cash deposit and/or letter of credit, as may be necessary, to the full amount. In the event a registrant fails to perform its duties and obligations imposed upon the registrant by the provisions of this Article, subject to appropriate notice, there shall be recoverable from the performance bond any damages or loss suffered by the city as a result, including the full amount of any compensation, indemnification or cost of removal or abandonment of any property of the registrant, plus a reasonable allowance for attorneys' fees. The cash deposit or letter of credit shall be furnished as frequently as necessary to provide a continuing guarantee of the registrant's full and faithful performance at all times. A registrant may request that the city return the cash deposit or letter of credit or approve the cancellation of the performance bond upon the expiration of a registrant's obligations pursuant to the code and in no event while a registrant maintains obligations with respect to facilities in the public rights of way. In the event the city returns the cash deposit, it shall be without interest.~~
- (~~ed~~) Review of Registration. The city shall review the information submitted ~~for~~by the registration ~~applicant~~. If the ~~applicant~~ submits information is in accordance with this subsection the city shall notify the ~~applicant~~requester of the effectiveness of registration in writing. If the city determines that the information has not been submitted in accordance with this subsection, the city shall notify the ~~applicant~~requester in writing of the non-effectiveness of registration, and reasons for the non-effectiveness. The city shall ~~undertake to provide such notifications~~so notify an applicant within 30 days after receipt of registration information ~~from the applicant~~. A notice of non-effectiveness of a registration shall not preclude ~~an applicant from~~ reapplying or filing subsequent ~~requests~~applications for registration under the provisions of this Article.
- (~~fe~~) Regulations Applicable to Registrations.
- (1) A registration shall not convey any title, equitable or legal, in the public rights-of-way. Registration under this Article governs only the placement or maintenance of communications facilities in public rights-of-way. To the extent not inconsistent with applicable law, registration does not excuse a communications services provider from obtaining appropriate access or pole attachment agreements before

locating its facilities on the city's or another person's facilities. Within ~~30~~90 days of any change in the information required to be submitted by a registrant, a registrant shall provide updated information to the city.

- (2) Registration shall be nonexclusive. Registration shall not establish any right or priority to place or maintain a communications facility in any particular area in public rights-of-way within the city. Registrations are expressly subject to any future amendment to or replacement of this Article, and further subject to any additional city ordinances, as well as any applicable state or federal laws.
- (3) Unregistered use of public rights of way. To the extent that a communications services provider, owner of backhaul facilities, wireless infrastructure provider or pass-through provider with facilities in the public rights-of-way, is not registered as required herein, said person shall register with the city pursuant to this Article within ninety (90) days from the effective date of this Article. No new permits shall be issued to unregistered persons with communications facilities within the public rights-of-way and such persons may be subject to the enforcement remedies.
- (4) Registration renewal. A registrant shall renew its registration with the city by September 30, ~~of even-numbered every five years from the first September after the effectiveness of the registration in accordance with the registration requirements in this Article, as may be amended, except that a registrant that initially registers during the even-numbered year when renewal would be due, or the odd-numbered year immediately preceding such even-numbered year, shall not be required to renew until the next even-numbered year.~~ If no information in the then-existing registration has changed, the renewal may state that no information has changed. Failure to renew a registration may result in the city restricting the issuance of additional permits until the communications services provider has complied with the registration requirements of this Article. An existing effective registration pursuant to the City Code, prior to the effective date of this Ordinance shall continue to be effective and the registrant shall comply with this Ordinance by the earlier of the following: ninety (90) days from the effective date of this Ordinance, the renewal of a registration as required herein, or prior to submitting an application for a permit.
- (5) Indemnification. A registrant shall, at its sole cost and expense, indemnify, hold harmless and defend the city, its officials, boards, members, agents and employees, against any and all claims, suits, causes of action, proceedings, judgments for damages or equitable relief, and costs and expenses incurred by the city arising out of the placement or maintenance of its communications system or facilities in public rights-of-way, or otherwise caused by the registrant, regardless of whether the act or omission complained of is authorized, allowed or prohibited by this Article, provided however, that a registrant's obligations hereunder shall not extend to any damages caused solely by the negligence, gross negligence, or wanton or willful acts of the city and to the extent not inconsistent with applicable law. In no event shall the ~~city~~City be liable for any damage or destruction to a communications facility placed in the ~~c~~City public rights-of-way including on a ~~c~~City utility pole, to the extent not inconsistent with applicable law. This provision includes, but is not limited to, the city's reasonable attorneys' fees incurred in defending against any such claim, suit or proceedings. City agrees to notify the registrant, in writing, within a reasonable time of city receiving notice, of any issue it determines may require indemnification. Nothing in this Article shall prohibit the city from participating in the defense of any litigation by its own counsel and at its own cost, if in the city's reasonable belief there exists or may exist a conflict, potential conflict or appearance of a conflict. Nothing

contained in this Article shall be construed or interpreted:

- i. as denying to either party any remedy or defense available to such party under the laws of the State of Florida;
 - ii. as consent by the city to be sued; or
 - iii. as a waiver of sovereign immunity beyond the waiver provided in F.S. §768.28, as it may be amended.
- (6) A registrant may cancel a registration upon written notice to the city that the registrant will no longer place or maintain any communications facilities in public rights-of-way, and will no longer need to obtain permits to perform work in the public rights-of-way. The registrant will be required to remove all facilities from the public rights-of-way within 90 days, or such other time as agreed to by the city, unless certification is provided to the city that a new registrant will be responsible for the facilities. A registrant shall not cancel a registration if the registrant continues to place or maintain any communications facilities in public rights-of-way.
- (7) Liens. No liens shall apply to public rights-of-way or city property as a result of the placement or maintenance of a registrant's facilities in the public rights-of-way or on a city utility pole. Any liens on a registrant's facilities shall be subordinate to the rights of the city pursuant to this Article. In the event any liens are filed on the city property or public rights-of-way, the registrant shall discharge such lien at its expense within ten (10) days of receiving notice, or the city may discharge such lien, and charge such costs plus reasonable attorney's fees to registrant.
- (8) A registrant shall pay any personal property or other taxes or assessments that may be imposed on the registrant's facilities placed or maintained in the public rights-of-way or on the city's property including a utility pole as a result of a registrant's collocation on a city utility pole. A registrant shall reimburse the city for taxes paid by the city as a result of a registrant's facilities being placed or maintained in the public rights-of-way or on a city-owned utility pole.
- (9) Reports and records.
 - (a) Upon reasonable request, a registrant shall provide the following documents to the city as received or filed:
 - i. Any pleadings, petitions, notices, and documents, which may directly impact the obligations under this Article and which are reasonably necessary for the city to protect its interests under this Article.
 - ii. Any request for protection under bankruptcy laws, or any judgment related to a declaration of bankruptcy.
 - (b) The city shall keep any documentation, books and records of the registrant confidential to the extent required under Florida Statutes.
- (10) Termination of Registration. The city may terminate a registration if:
 - (a) A federal or state authority suspends, denies, or revokes a registrant's certification or license required to provide communications services;
 - (b) The registrant's placement or maintenance of a communications facility in the public rights-of-way presents an extraordinary danger to the general public or other users of the public rights-of-way and the registrant fails to remedy the danger promptly after receipt of written notice;
 - (c) The registrant abandons all of its facilities in the public rights-of-way; or

- (d) The registrant commits substantial and material violations of any of the provisions of applicable codes including but not limited to this Article.
- (11) Notice of intent to terminate. Prior to termination, the city shall notify the registrant with a written notice setting forth all matters pertinent to the proposed termination action, including the reason therefore. The registrant shall have thirty (30) days after receipt of such notice within which to address or to eliminate the reasons or within which to present a plan, satisfactory to the city, to accomplish the same and to take such steps as are necessary to render every portion of the facilities remaining in the public rights-of-way of the city safe. If the plan is rejected by the city, the city shall provide written notice of such rejection within fifteen (15) days of receipt of the plan to the registrant and shall make a final determination as to termination of the registration and the terms and conditions relative thereto.
- (12) Post termination action. In the event of termination, following any appeal period, the former registrant shall: (a) in accordance with the provisions of this Article and as may otherwise be provided under state law, notify the city of the assumption or anticipated assumption by another registrant of ownership of the registrant's communications facilities in the public rights-of-way; or (b) provide the city with an acceptable plan for removal or disposition of its communications facilities in the public rights-of-way and restore the public rights-of-way to its condition immediately prior to the removal. If a registrant fails to comply with this subsection, the communications facilities are deemed to be abandoned and the city may exercise any remedies or rights it has at law or in equity as well as the city's remedies pursuant to this Article, including but not limited to, utilize or allow other persons to utilize the registrant's facilities. The obligations of the registrant hereunder shall survive the termination of a registration. A registrant that has its registration terminated by the city under this Article may reapply for registration one (1) year after the termination date of the prior registration, unless otherwise permitted to reapply at the sole discretion of the city.
- (13) When removal not authorized or required. In the event of termination of a registration, this Article does not authorize the city to cause the removal of communications facilities used to provide another service for which the registrant or another person who owns or exercises physical control over the communications facilities holds a valid certification or license with the governing federal or state agency, if required, for the provision of such service, and is registered with the city, if required.
- (14) Transfer or control, sale or assignment of assets. If a registrant transfers, sells or assigns its registration or its facilities in the public rights-of-way, incident to a transfer, sale or assignment of the registrant's assets, the transferee, buyer or assignee shall be obligated to comply with the terms of this Article. Written notice of any such transfer, sale or assignment shall be provided to the city within 20 days of the effective closing date of the transfer, sale or assignment. If the transferee, buyer or assignee is a current registrant, and is in compliance with the provisions of this Article, then the transferee, buyer or assignee is not required to re-register. If the transferee, buyer or assignee is not a current registrant, or has an effective registration that is not in compliance with this Article as it may have been amended, then the transferee, buyer or assignee shall register as provided in this Article within 60 days of the transfer, sale or assignment. If permit applications are pending in the registrant's name, the transferee, buyer or assignee shall notify the appropriate city officials that the transferee, buyer or assignee is the new applicant.
- (15) Pledges in trust or mortgages of the registrant may be made to any person ~~with~~

~~notice to the city.~~ Any mortgage, pledge, lease or other encumbrance on the communications facilities shall be subject and subordinate to the rights of the city under this Article and applicable law. The city shall not recognize any rights of a registrant's lender unless the city has been provided notice and consents to such transaction.

- (16) City makes no warranties or representations regarding the fitness, suitability or availability of public rights-of-way for the registrant's communications facilities, and any performance of work or costs incurred by registrant or provision of services shall be at registrant's sole risk. Nothing in this Article shall affect the city's authority to add, vacate or abandon public rights-of-way, and the city makes no warranties or representations regarding the availability of any added, vacated or abandoned public rights-of-way for communications facilities.
- (17) Conditional use of public rights-of-way.
- (a) In the event registrant desires to use its existing facilities or to construct new facilities for the purpose of providing other utility or non-utility services to existing or potential consumers or resellers, by providing any other services other than the provision of communications service, or for providing any other use to existing or potential consumers, a registrant shall seek such additional and separate authorization from the city for such activities as may be required by applicable law.
- (b) To the extent that any person or registrant leases or otherwise uses the facilities of a person that is duly registered or otherwise authorized to place or maintain facilities in the public rights-of-way of the city, such person or registrant shall make no claim, nor assert any right which will impede the lawful exercise of the city's rights, including requiring the removal of such facilities from the public rights-of-way of the city, regardless of the effect on registrant's ability to place or maintain its own communications facilities in public rights-of-way of the city.

Sec. 58-74. Requirement of a Permit.

- (a) In accordance with applicable law, city ordinances, codes and regulations, including this Article, a right-of-way use permit issued by the city shall be required for a communications services provider, communications facility provider, or a pass-through provider to place or to maintain a communications facility, including but not limited to backhaul facilities, in the public rights-of-way unless otherwise exempt pursuant to this Article. An effective registration shall be a condition of obtaining a permit. Notwithstanding an effective registration, permitting requirements shall continue to apply. A permit may be obtained by or on behalf of a registrant having an effective registration if all permitting requirements are met. A registrant shall not commence to place or to maintain a communications facility in the public rights-of-way until all applicable permits have been issued by the city or other appropriate authority. Registrant shall comply with all city requirements for issuing permits, including reasonable rules or regulations governing the placement or maintenance of a communications facility in public rights-of-way. Permits shall apply only to the areas of public rights-of-way specifically identified in the permit. The city may issue a blanket permit to cover certain activities, such as routine maintenance and repair activities, that may otherwise require individual permits or may impose lesser requirements. Requests for ancillary permits required to operate a communications facility, including but not limited to electrical permits, shall be processed pursuant to the city's rules and regulations. The city may deny or withhold the ancillary permit if the registrant is otherwise in violation of the City Code or applicable codes.
- (b) Limited Exceptions to Permit Requirement.
- (1) A registrant that is in compliance with this Ordinance shall be allowed to perform

service restoration work on existing facilities, or aerial, or repair work, including but not limited to, emergency repairs of existing facilities or extensions of such facilities for providing communications services to customers without a permit issued by the city. A registrant performing work without a permit shall ensure that there is photographic and video documentation of the work, including depiction of the area of the public rights-of way impacted, and such photographic and video documentation shall be provided to the city upon request or, if not requested, within ten (10) business days. A registrant shall be allowed to perform emergency maintenance within the public rights-of way without first obtaining a permit or providing a performance bond. The term EMERGENCY shall mean a condition that affects the public's health, safety or welfare, which includes an unplanned out-of-service condition of a pre-existing service. Registrant shall provide prompt notice to the city of the service restoration work or repair work placement or maintenance of a communications facility in public rights-of way in the event of an emergency and, within two (2) business days of commencing the work emergency maintenance, and shall apply for a permit if such activity required a permit under this Article within 30 days. Any maintenance of traffic required for service restoration or repair work shall meet the applicable requirements of the latest edition of the FDOT Design Manual.

- (2) A registrant shall be allowed to perform routine maintenance within the public rights-of-way without a permit if such proposed routine maintenance does not involve excavation, construction, or disruption to transportation or utilities in the public rights-of-way. A registrant shall be allowed to perform maintenance, repair, replacement, extension, or upgrade of existing aerial lines or underground communications facilities located on private property outside of the public rights-of-way without a right-of-way use permit, although other permits, such as building or electrical, may be required. In the case of routine maintenance, a registrant shall provide reasonable advance written notice to the city identifying the areas where such maintenance will occur, scope of maintenance, date(s) and duration of work to be performed. If routine maintenance requires the closure of the public rights-of-way regardless of the duration, an a rights-of-way permit consistent with the city's rules and regulations a permit shall be required. A registrant shall be allowed to perform maintenance, repair, replacement, extension, or upgrade of existing aerial lines or underground communications facilities located on private property outside of the public rights-of-way without first obtaining a rights-of-way permit. All underground work or excavation, whether in the public rights-of-way or on private property without a permit shall be photographed and videotaped, and such photograph and videotape documentation shall be provided to the city upon request or, if not requested, within ten (10) business days.
- (3) A permit shall not be required for replacement of existing wireless facilities with wireless facilities that are substantially similar or of the same or smaller size. If such replacement will require the closure of a rights-of-way, the registrant shall obtain a rights-of-way permit consistent with the city's rules and regulations. A registrant shall provide 48 hours' notice to the city prior to such work being done. As-built plans shall be provided to the city within ten (10) business days.
- (4) A registrant shall be allowed to place or to maintain a service drop within the public rights-of-way without first obtaining a permit if such proposed work does not involve excavation, construction, or the temporary closure of the public rights-of-way.
- (5) A permit shall not be required for the installation, placement, maintenance, or replacement of micro wireless facilities that are suspended on cable strung between existing utility poles in the public rights-of-way, in compliance with applicable codes by or for a communications services provider authorized to

occupy the public rights-of-way and who is remitting Communications Services Tax under Chapter 202, Florida Statutes. Prior to placing a micro wireless facility in the public rights-of-way pursuant to this subsection, ~~at least thirty (30) days prior to commencing said work,~~ the registrant shall submit a notarized letter to the city from or on behalf of the communications services provider, which shall be effective upon filing, attesting that certification or manufacturer's specifications with the micro wireless facility's dimensions to the city for review to confirm comply compliance with Section 337.401(7) and this Article. A registrant's submission to demonstrate a micro wireless facility's dimensions may apply to all of the same, substantially similar, or smaller size identical micro wireless facilities sought to be placed in the public rights-of-way by such registrant ~~and the registrant is not required to submit a new certification or manufacturer's specifications confirming a micro wireless facility's dimensions unless the registrant seeks to place a micro wireless facility with a different manufacturer or with different dimensions in the public rights-of-way.~~ If the micro wireless facility's dimensions exceed the dimensions to constitute a micro wireless facility, the registrant shall not be authorized to place such facility in the public rights-of-way. As-built plans shall be provided to the city within ten (10) business days.

- (6) Notwithstanding the exceptions to permit requirements contained in this subsection, a registrant shall obtain from the city a right-of-way permit for work that involves excavation, closure of a sidewalk regardless how temporary, or closure of a vehicular lane or parking lane regardless how temporary, unless the registrant is a communications services provider that is performing service restoration on an existing facility and the work is done in compliance with the 2017 edition of the Florida Department of Transportation Utility Accommodation Manual, including but not limited to, the requirement to notify Sunshine 811 prior to any excavation or demolition activities in accordance with Chapter 556, Florida Statutes, and to comply with all city Codes. In such instance, to the extent not inconsistent with the 2017 edition of the FDOT Utility Accommodation Manual, the registrant communications services provider shall provide reasonable advance notice to the city so that the city may have an observer present and provide information acceptable to the city as to the service restoration work. The city may require a specific method of excavation and a maintenance of traffic or sidewalk closure plan, as applicable. A registrant performing work without a permit shall file for an after the fact permit within 30 days after completing restoration of the public rights-of-way. A registrant performing work without a permit shall ensure that the work is photographed and videotaped, including of the area of the public rights-of way impacted, and such photograph and videotape documentation shall be provided to the city upon request or, if not requested, with the after the fact permit application.
- (c) The city manager may cause an immediate stop work order where any permitted or unpermitted construction or other work in the public rights-of-way poses a serious threat to the health, safety or welfare of the public until such serious threat has been abated. Failure to comply with such order may subject a registrant, and its agents, employees, and contractors as applicable to appropriate enforcement remedies as set forth in this Article and applicable law.

Sec. 58-75. Permit Application Information Requirements and Review Procedures.

- (a) Pre-submittal meeting. To minimize issues related to a permit application, prior to submitting materials for a permit request or application, a—registrants are strongly encouraged to engage in a pre-submittal meeting, in particular if multiple work locations are considered and/or underground work will be performed—shall conduct a pre-submittal meeting with the city to discuss the registrant's plans and network goals for placing or

~~maintaining facilities in the public rights-of-way. The city shall undertake efforts to accommodate a registrant's request for a pre-submittal meeting either in person or through electronic communications within ten (10) business days of a request. At a registrant's request, the city, in its sole discretion, may waive the requirement of a pre-submittal meeting for good cause based on the scope of the proposed permit and registrant's compliance with this Article. In no event shall the requirement of a pre-submittal meeting be waived for a consolidated permit. There is no requirement of a pre-submittal meeting for applications. A pre-submittal meeting shall not commence the time frames provided herein for city review and processing of a request or an application.~~

- (b) ~~Application r~~Requirements for all communications facilities in the public rights-of-way. As part of any permit application or request to place or maintain any facility pursuant to this Article in the public rights-of-way, a registrant or a registrant's agent or contractor shall complete provide a right-of-way permit application on a form provided by the city that, at a minimum, includes the following information:

- (1) If the person seeking applicant for the permit is not the registrant, a statement of authority by the registrant ~~for the applicant~~ to act on behalf of the registrant. In addition, if the person seeking the permit applicant is a contractor, the contractor's license or registration and contractor's insurance information confirming the contractor's authority to perform construction in the city and statements as to whether the contractor has any open permits with the city, and if so, the permit identification number or information.
- (2) ~~Confirmation that the applicant engaged in a pre-submittal meeting or such meeting was waived by the city and that the applicant has an effective registration with the city.~~
- (3) Engineering plan. An engineering plan ~~in PDF file format~~ signed and sealed by a ~~Florida~~-licensed engineer, that includes the following:
 - (a) ~~Except for applications to collocate small wireless facilities on existing utility poles in the public rights-of-way, an American Land Title Association (ALTA) or other survey pursuant to the city's application form demonstrating that the proposed location of the facility or utility pole is within the public rights-of-way, unless waived by the city in its sole discretion, pursuant to an applicant's attestation that the proposed facility is located with the public rights-of-way. A certification from a licensed surveyor stating that the proposed location of the facility or utility pole is within public rights-of-way. At no time will the proposed location based on aerial interpretation based on services such as Google or county records be accepted.~~
 - (b) The type of proposed facility, location of the proposed facility, and the dimensions, height, footprint, stealth design, and concealment features of the proposed facility;
 - (c) The Global Positioning System (GPS) coordinates of the proposed facility. The GPS coordinates shall be based on the reading from a handheld mobile GPS unit set to Datum NAD 83 or WGS84. GPS coordinates based on Google Earth or similar application may be used where areas of shading occur due to overhead canopy. GPS Coordinates shall be provided in decimal degrees at a six (6) decimal point precision or as otherwise required by the city;
 - (d) Whether the proposed facility is proposed within a location subject to restrictions pursuant to subsection 58-78(b) of this Article;
 - (e) For new communications facilities and extensions of existing communications facilities that require a permit, within a fifty (50) feet feet

- ~~radius beyond the edge of the location of the proposed work, inclusive of underground work, in all directions, a sketch showing pavement, sidewalks, driveways, ramps, trees, below-grade utilities, and other above-grade and below-grade structures and facilities located within the public rights-of-way and the distances from the proposed facility and the edge of nearby pavement, sidewalks, driveways, ramps, the nearest residential properties, nearby drainage systems, trees, ground-mounted equipment, nearby structures in the public rights-of-way, underground utilities and other above-grade and below-grade structures and utilities located within the public rights-of-way;~~
- (f) Sufficient specificity demonstrating compliance with applicable codes, as defined herein and the Florida Building Code, most current edition, specifically including but not limited to terms of compliance with the High Velocity Zone Criteria specified therein, the 20107 Florida Department of Transportation Utility Accommodation Manual, as applicable; National Electrical Code, the National Electrical Safety Code and the "Safety Rules for the Installation and Maintenance of Electrical Supply and Communication Lines" established by the Department of Commerce, Bureau of Standards of the United States, as may be amended;
 - (g) If applicable, the routes of all backhaul facilities and power lines transmission and distribution lines to be placed or maintained in the public rights-of-way in connection with the proposed facility. Power lines (such lines may be subject to separate permit requirements, such as a building permit);
 - (h) Certification that the proposed facility will not materially interfere with the safe operation of traffic control equipment;
 - (i) Certification that the proposed facility will not interfere with sight lines or clear zones for transportation, pedestrians, or public safety purposes or result in the public rights-of-way being inconsistent with the Florida Greenbook;
 - (j) Certification that the proposed facility will not materially interfere with compliance with the Americans with Disabilities Act or similar federal or state standards regarding pedestrian access or movement; and
 - (k) Other engineering information that may be requested by the city.
- (4) Trees or landscaping proposed to be removed, replaced, moved or impacted upon the placement or maintenance of the proposed facility.
 - (5) Photographic or video documentation of the pre-construction condition of the public rights-of-way in the area to be affected by the installation of the proposed facility.
 - ~~(6) Description of installation or construction. A description of the method by which the facility will be installed and/or modified (i.e. anticipated construction methods or techniques).~~
 - ~~(7) Temporary sidewalk closure plan. The applicant shall provide a temporary sidewalk closure plan, if appropriate, to accommodate placement or maintenance of the facility.~~
 - (8) Management of traffic (MOT). Temporary Traffic Control (TTC) plan. The registrant applicant shall provide a MOT with applicable FDOT indexes, temporary traffic lane closure and Temporary Traffic Control (TTC), if appropriate, to accommodate placement or maintenance of the facility.
 - (9) Restoration plan and estimated cost of restoration of the public rights-of-way. A

restoration plan and a good faith estimate of the cost of restoration of the public rights-of-way by a licensed engineer. Such good faith estimate shall be accepted by the city unless the city determines such estimated costs are not representative of the actual costs of the restoration of the public rights-of-way. Estimates of the cost to restore the public rights-of-way shall include all costs necessary to restore the public rights-of-way to its original condition. Such good faith estimate may include, but shall not be limited to, costs to restore the paving, curbs/gutters, sidewalks, multi-purpose trails, and landscaping. All existing planted or naturally occurring shrubbery or vegetation, including sod, damaged or destroyed during work in the public rights-of-way shall be replaced. ~~Tree or landscaping removal shown on the permit shall not be considered damage or impairment to be restored to the original condition provided the applicant complies with the approved mitigation plan, if any.~~

- (10) Timetable for construction or installation. The timetable for construction, placement or maintenance of the proposed facility or each phase thereof.
- (11) Indemnification. A statement shall be included with the permit application or request that by execution of the application or request and by filing applying for the permit, the ~~applicant~~registrant shall be bound to the city with respect to the indemnification provisions set forth in subsection 58-73(f)(5) of this Article.
- (12) Airport airspace protection. If applicable, ~~the applicant shall confirm~~ certification of compliance with Chapter 333, F.S. and all city, State and federal laws and regulations, as amended, pertaining to airport airspace protections.
- (13) Attestation. For applications by a wireless infrastructure provider or its contractor for the placement or maintenance of a utility pole in the public rights-of-way for collocation of a small wireless facility, the registrant ~~applicant~~ shall provide an attestation by an officer of the registrant that a small wireless facility will be collocated on the utility pole and will be used by a wireless services provider to provide communication service within nine (9) months after the date the application is approved.
- (14) Pole attachment agreement. If applicable for the proposed facility, except for ~~applicant~~registrants whose pole attachments are regulated by 47 U.S.C. § 224, the ~~applicant~~registrant shall provide a copy of a fully executed valid pole attachment agreement between the owner of the utility pole and registrant. In lieu of providing the complete pole attachment agreement between the owner of the utility pole and registrant, the registrant~~applicant~~ may provide the first page of such agreement and the signature page or a notarized letter of authorization from the owner of the utility pole, providing adequate identifying information, acceptable to the city, and indicating the registrant is authorized to install its facility on the identified utility pole. By submitting the city's permit form an application, the ~~applicant~~registrant certifies to the city that it has authority from the utility pole owner to collocate its facility.
- (15) Information regarding height limitations. For an application for a new utility pole to support the collocation of a small wireless facility, the registrant ~~applicant~~ shall provide information regarding the height and GPS location of the tallest utility pole located in the same public rights-of-way as of July 1, 2017, measured from grade in place within five hundred (500) feet of the proposed location of the utility pole. If there is no utility pole within five hundred (500) feet of the proposed utility pole as of July 1, 2017, the registrant ~~applicant~~ shall so certify.
- (16) If the permit ~~application~~request includes a power service connection or backup power supply to be installed at the same time as the communication facility, a copy

~~of the city's building permit shall be provided information to demonstrate that the backup power supply and proposed fuel storage satisfies the applicable codes as well as codes and standards of the National Fire Protection Association.~~

- (17) In addition to the requirements herein, as part of any permit application to place or maintain a small wireless facility or utility pole in the public rights-of-way, the ~~registrant~~ applicant shall provide the following:
- (a) Documentation to the satisfaction of the city from a ~~Florida~~-licensed engineer, that the structure and foundation of the utility pole intended to support the collocation of the small wireless facility can support the additional load of the proposed small wireless facility consistent with the requirements of the Florida Building Code;
 - (b) Certification and description by the ~~registrant~~ applicant to the satisfaction of the city how the proposed small wireless facility or utility pole complies with the objective design standards set forth in this Article. For a proposed ground-mounted small wireless facility, such information shall include whether the proposed small wireless facility includes a wrap that has been approved by the city or is of an architectural design that is substantially similar to other infrastructure in the area of the public rights-of-way or has been approved by the city.
 - (c) Accurate photo simulations of the proposed utility pole or small wireless facility and if applicable, as collocated on the utility pole.
- (18) Applicable permit fees including reimbursement for city consultants, to the extent not inconsistent with applicable law. The city acknowledges that currently, applicable law does not allow the city to charge permit fees.
- (19) Consolidated permit application and single application or request for multiple locations. A registrant may submit a single application or request to place or to maintain multiple facilities in the public rights-of-way, where it would be more efficient for the registrant and the city to address multiple facilities in one permit application. ~~An applicant~~ registrant seeking to collocate multiple small wireless facilities may file a consolidated permit application and receive a single permit for the collocation of up to 30 small wireless facilities. The application must include the information required for an application for each of the proposed small wireless facilities. In addition, prior to applying for a consolidated permit, the registrant ~~applicant~~ is strongly encouraged to ~~must~~ engage in a pre-submittal meeting with the city to discuss all proposed small wireless facilities. If the application includes multiple small wireless facilities, the city may separately address small wireless facility collocations for which incomplete information has been received or which are denied.
- (20) To the extent not inconsistent with applicable law, such additional information requested by the city reasonably necessary for the permit application or request.
- (c) Application Review and Procedures for Small Wireless Facilities and Utility Poles for Collocation of Small Wireless Facilities.
- (1) Time periods within this subsection ~~may~~ shall be extended for the period of time impacted by a force majeure event or by a declared State of Emergency by the city or Governor of the State that impacts the city ("force majeure extension). If ~~an applicant~~ registrant opposes a force majeure extension pursuant to this subsection, it shall notify the city within 24 hours of such extension becoming effective or the ~~applicant~~ registrant shall be deemed to have consented to the extension. Except as otherwise provided herein, requests for permits for the placement of communications facilities in the public rights-of-way, including but not limited to

backhaul facilities, shall be subject to the time frames and review procedures set forth in this subsection; requests shall be considered to be applications; and requesters shall be considered to be registrants for purposes of time frames as referenced in this subsection. The time frames and procedures herein shall not apply to other requests that do not involve the placement of communications facilities in the public rights-of-way, including but not limited to, request for permits to perform maintenance on existing communications facilities in the public rights-of-way.

- (a) Unless extended by mutual consent of the ~~registrant~~ applicant and city, within 14 days after receiving an application, the city manager will notify the applicant by electronic mail as to whether the application is complete. If an application is deemed incomplete, the city will specifically identify the missing information. An application is deemed complete if the city fails to provide notification to the ~~registrant~~ applicant within 14 days.
- (b) Negotiation Process.
 - (1) Unless extended by mutual consent of the ~~registrant~~ applicant and the city, within 14 days after the date of filing the application, the city may request that the proposed location of a small wireless facility be moved to another location in the right-of-way and placed on an alternative city utility pole or support structure ~~or may place a new utility pole~~. The city and the applicant may negotiate the alternative location, including any objective design standards and reasonable spacing requirements for ground-based equipment, for 30 days after the date of the request.
 - (2) At the conclusion of the negotiation period, if the alternative location is accepted by the ~~registrant~~ applicant, the ~~registrant~~ applicant must notify the city of such acceptance and the application shall be deemed granted for any new location for which there is agreement and all other locations in the application.
 - (3) If an agreement is not reached, the ~~registrant~~ applicant must notify the city of such nonagreement and the city must grant or deny the original application within 90 days after the date the application was filed unless extended by mutual consent of the applicant and city. Failure of the applicant to so notify the city as required herein shall be deemed to constitute the applicant's consent to the city's alternative location. A request for an alternative location, an acceptance of an alternative location, or a rejection of an alternative location must be in writing and provided by electronic mail.
- (c) The city processes all applications on a nondiscriminatory basis. Unless the city and the ~~registrant~~ applicant engage in negotiations as provided above, the city will approve or deny the application and will notify the ~~registrant~~ applicant by electronic mail whether the application is approved or denied within 60 days after the receipt of a completed application.
- (d) Extension of time. If the city and the ~~registrant~~ applicant do not engage in negotiations, the ~~registrant~~ applicant and city may mutually agree to extend the 60-day application review period. The city shall grant or deny the application at the end of the extended period.
- (e) Basis to Deny Applications. The city may deny an application for a

proposed collocation of a small wireless facility or to place a utility pole used to support a small wireless facility in the public rights-of-way if the ~~proposed collocation~~ small wireless facility or utility pole to support a small wireless facility:

- (1) Materially interferes with the safe operation of traffic control equipment;
- (2) Materially interferes with sight lines or clear zones for transportation, pedestrians, or public safety purposes;
- (3) Materially interferes with compliance with the Americans with Disabilities Act or similar federal or state standards regarding pedestrian access or movement;
- (4) Materially fails to comply with the 2010~~7~~ edition of the Florida Department of Transportation Utility Accommodation Manual; ~~or~~
- (5) Fails to comply with applicable codes~~;~~;
- (6) Fails to comply with objective design standards set forth in this Article; or
- (7) Fails to comply with the City Code, to the extent not inconsistent with applicable law.

(f) Cure Procedure.

- (1) If the application or request is denied, the city will specify the basis for the denial, including the specific code provisions on which the denial was based, on the day the city denies the application or request.
- (2) The ~~applicant~~ registrant may cure the deficiencies identified by the city and resubmit the application or request within 30 days after the notice of denial is sent.
- (3) If an attempt to cure is ~~made-submitted~~ by the ~~registrant~~ applicant within such 30-day period, the city will approve or deny the revised application or request within 30 days after receipt of the revised application. If the ~~applicant~~ registrant revises any information in the application or request other than to address expressly the deficiencies identified by the city, the ~~registrant~~ applicant shall submit a new application or request and the denial of the pending application or request shall be final.
- (4) The city's second and subsequent reviews of revised applications or requests will be limited to the deficiencies cited in the denial notice.

- (g) A permit issued pursuant to an approved application or request to install a new communications facility shall remain in effect for one (1) year unless closed or otherwise extended, suspended, or revoked by the city pursuant to this Article. If a communications facility including a small wireless facility or utility pole is going to be installed without a permit pursuant to this Article or applicable state or federal law, the applicant or requester shall nevertheless be required to have an effective registration, comply with

development standards and provide the ~~performance bonds~~ required in this Article prior to performing construction.

- (h) A permit from the city constitutes authorization to undertake only certain activities in the public rights-of-way in accordance with this Article, and does not create a property right or grant authority to impinge upon the rights of others who may have an interest in the public rights-of-way.
- (2) Basis to Deny Requests~~procedures for applications for all other communications facilities.~~
 - ~~(a) The city shall review and process applications for other communications facilities, not subject to the Advanced Wireless Infrastructure Deployment Act, Section 337.401(7), F.S., consistent with applicable law.~~
 - (b) Basis to Deny. Except for applications for permits to collocate small wireless facilities or for utility poles to support the collocation of a small wireless facility addressed above, the city may deny a request for a permit to place or to maintain communications facilities in the public rights-of-way, including but not limited to, a permit to place backhaul facilities, consistent with applicable law and the city's standard procedures.
- (3) Suspension and revocation of permits.
 - (a) The city may order the suspension of placement and maintenance work under a permit and ultimately may suspend or revoke any permit, in the event of a material breach of the terms and conditions of any applicable codes, ~~including but not limited to this Article~~Ordinance, State and federal laws and regulations, or any condition of the permit. A material breach by the permittee may include, but is not limited to:
 - (1) The violation of any material provision of the permit or applicable codes;
 - (2) An evasion or attempt to evade any material provision of the permit or the perpetration or attempt to perpetrate any fraud or deceit upon the city;
 - (3) Any material misrepresentation of fact in the process of permittee's request or application for a permit or registration;
 - (4) The failure to maintain the required performance cash bond or insurance;
 - (5) The failure to properly restore the public rights-of-way;
 - (6) The failure to comply within the specified time with an order issued by the city
 - (7) The failure to register, renew a registration, or provide notice of transfer in accordance with this Article;
 - (8) The failure to relocate or remove facilities pursuant to this Article and Sections 337.402, 337.403 and 337.404, F.S., as amended;
 - (9) Conducting work in the public rights-of-way without a permit, if required.
 - (b) If the city determines that a registrant has committed a substantial breach of a term or condition of the permit or violation of applicable codes or ~~including but not limited to this Article~~, the city shall make a written demand upon the registrant to remedy such violation. The demand shall state that the continued violation(s) may be cause for suspension or revocation of the permit. Further, the city may place additional or revised permit conditions on the permit following a substantial breach. In addition, the city may refuse to issue new permits and may deny an application or request for a new permit to a registrant or registrant's contractor that has

materially violated any provisions of a permit or applicable codes ~~or including but not limited to~~ this Article, until such time as the registrant cures the violation to the satisfaction of the city, including paying any damages, costs or penalties that may have been assessed.

- (c) Within thirty (30) days of receiving notification of the breach, the registrant ~~permittee~~ shall contact the city and provide a remediation plan, acceptable to the city. The city shall provide additional time as reasonably necessary for a registrant ~~permittee~~ to establish an acceptable plan taking into account the nature and scope of the alleged breach. The registrant's ~~permittee's~~ failure to so contact the city, or the registrant's permittee's failure to submit an acceptable plan, or the registrant's ~~permittee's~~ failure to reasonably implement the approved plan, shall be cause for revocation or suspension of the permit. A final determination to suspend or to revoke a permit may be appealed in accordance with the procedures set forth in this Article. Nothing herein shall affect the city's ability to take immediate action or to cause a registrant to take immediate action pursuant to this Article or applicable law to address any condition that threatens the health, safety or welfare of persons or property.
 - (d) If a permit is revoked, the registrant ~~permittee~~ shall reimburse the city for the city's reasonable costs, including restoration costs, administrative costs, and the cost of collection. These costs may also be deducted from the registrant's ~~registrant's permanent~~ performance construction cash bond in the city's discretion.
 - (e) The city manager may cause an immediate stop work order where the construction poses a serious threat to the health, safety or welfare of the public until such time as such serious threat has been abated.
- (4) Requests for waivers.
- (a) Nothing in this Article shall be construed to prohibit or have the effect of prohibiting the nondiscriminatory and competitively neutral use of public rights-of-way by communications service providers, communications facility providers or pass-through providers, in violation of federal or state law.
 - (b) A waiver may be granted by the city manager in those circumstances where a competitively neutral use of the public rights-of-way is impaired by strict application of the requirements of this Article, in violation of applicable law.
 - (c) A request for a waiver shall be filed either prior to or contemporaneously with the permit application. The request for waiver shall contain each provision for which a waiver is sought. A request for a waiver shall include the following information:
 - (1) A detailed explanation, with supporting engineering information by a Florida licensed engineer or other data, as to why a waiver from the requirements of this Article is required to allow the registrant ~~applicant~~ to have nondiscriminatory and competitively neutral use of the public rights-of-way, including a detailed explanation addressing the relevant engineering criteria;
 - (2) Nature and characteristics of the surrounding neighborhood;

- (3) Any special conditions and circumstances affecting the proposed site which prevent compliance with the Article or subsection for which a waiver is being sought;
 - (4) If applicable, topography, tree coverage and foliage in the immediate surrounding area of the proposed facility or within the surrounding neighborhood;
 - (5) Design of the proposed facility with particular reference to achieving compatibility with the surrounding neighborhood and other structures in the public rights-of-way and eliminating adverse visual impacts;
 - (6) If the proposed waiver is compliant with the Americans With Disabilities Act, 42 U.S.C. §12101, *et seq.*, and applicable codes;
 - (7) A request for waiver of the objective design standards contained herein shall include a showing that the design standards are not reasonably compatible for the particular location of a small wireless facility or utility pole, or are technically infeasible with supporting information from a licensed engineer, or that the design standards impose an excessive expense on the registrant with information as to the additional costs of compliance with the standards and the registrant's anticipated revenue from the proposed facility or assets. The city shall grant or deny a request for a waiver of objective design standards within forty-five (45) days after receiving the request for waiver unless the registrant and city consent to an extension, subject to a force majeure event.
 - (8) Any other information the city may reasonably require to process the request for waiver.
- (d) ~~Except for a request for a waiver of objective design standards, the city shall grant or deny a request for a waiver of any other provisions of the City Code within forty-five (45) days after receiving the request for waiver or time frame under~~ pursuant to its standard procedures for requests for waivers or variance of its Code, consistent with applicable law ~~unless the applicant and city consent to an extension. If a request for waiver or variance is not processed by the city within the time frame for granting or denying an application or request for a permit, the city shall deny the permit application or request unless the city and the registrant consent to an applicable extension.~~ In granting any waiver, the city may impose conditions to the extent the city determines such conditions are necessary to minimize any adverse effects of the proposed facility on the surrounding neighborhood or to protect the health, safety and welfare of the public.
- (e) Should a request for waiver, and ultimately a permit, be denied by the city, the denial of the waiver may be appealed with an appeal of the permit denial in accordance with this Article.
- (5) Appeals.
- (a) Final, written decisions of a designee of the city manager, including but not limited to, a decision suspending, revoking, or denying a permit, denying a registration, denying a renewal of a registration, suspending or terminating a registration or denying a request for a waiver, or imposing

costs or a fine, are subject to appeal to the city manager. An appeal must be filed with the city manager within thirty (30) days of the date of the final, written decision to be appealed. ~~An applicant shall waive any appeal that is not timely filed as set forth herein shall be waived.~~ The city manager shall hear or may appoint a hearing officer to consider the appeal. The decision on appeal shall be based on the information submitted previously to the city and no new information shall be considered. Subject to a force majeure event, the hearing shall occur within 30 days of the receipt of the appeal, unless waived by the registrant applicant, and a written decision shall be rendered within 20 days of the hearing.

- (b) ~~An appeal from a decision of the city manager or a hearing officer may be appealed to the city council within 30 days, by filing a written notice of appeal with the city clerk and providing copies to the city manager and the city attorney. Any appeal not timely filed shall be waived. The notice of appeal shall state the decision which is being appealed, the grounds for appeal, a brief summary of the relief which is sought, and shall be accompanied by a nonrefundable fee to be established by administrative order of the city manager. The city council may affirm, modify or reverse the decision of the city manager. The city manager shall notify any party who has filed a written request for such notification of the date when the matter will be presented to the city council. Nothing contained herein shall preclude the city council from seeking additional information prior to rendering a final decision. The decision of the city council shall be by resolution and a copy of the decision shall be forwarded to the city manager and the appealing party. Within the time prescribed by the appropriate Florida Rules of Appellate Procedure, a party aggrieved by a decision of the city council may appeal an adverse decision to the Circuit Court In And For Volusia County or applicable federal district court. The party making the appeal shall be required to pay to the city clerk a fee to be established by administrative order of the city manager, to defray the costs of preparing the record on appeal. Said fee shall be effective upon approval by the Council.~~ To the extent required by applicable law, the city shall waive any claim or defense based on failure to exhaust administrative remedies if the city's administrative review is not complete within 45 days after a person files a complete request for review.

Sec. 58-76. Performance construction bond.

- (a) Prior to the issuance of any permit in accordance with this Article, or performing any work in the public rights-of-way, either pursuant to a permit or without a permit if authorized by applicable law except in the case of an emergency pursuant to this Article, a registrant or contractor that applies for a permit on behalf of a registrant shall deposit with the city a cash performance construction bond, consistent with Section 58-35 of the city code, to secure the restoration of the public rights-of-way, and to ensure the registrant's or contractor's faithful performance of the construction or other work in the public rights-of-way, in accordance with applicable sections of the code. The cash performance construction bond shall be conditioned upon the full and faithful compliance by the registrant or contractor with all requirements, duties, and obligations imposed by the permit and provisions of this Article during and through completion of the placement or maintenance project. The performance construction bond shall be in an amount as determined by the city based on one-hundred ten percent (110%) of the estimated costs of the restoration of the public rights-of-way submitted by the registrant's licensed engineer applicant. For a consolidated permit, the registrant or contractor shall provide a cash performance construction bond based on the amount of the total costs of the restoration of the public rights-of-way for all small wireless facilities to be collocated on utility poles or for an application for a new or replaced utility pole for the collocation of a small wireless facility within the public rights-of-way, but in no event, shall be less than

~~twenty-five (\$25,000) ten thousand dollars (\$10,000).~~ Notwithstanding any provision herein, the minimum amount of the performance construction bond for a new or replaced utility pole or small wireless facility over six (6) cubic feet shall be twenty-five thousand dollars (\$25,000). The city shall not require a performance construction bond if the estimated cost of restoration of the public rights-of-way is less than one thousand dollars (\$1,000).

- (b) In the event a registrant or contractor subject to such a cash performance construction bond fails to complete the work in a safe, timely and competent manner in accordance with the provisions of the permit or code, there shall be recoverable, from such cash construction bond, any damages or loss suffered by the city as a result, including the full amount of any compensation, indemnification or cost of removal or abandonment of any property of the registrant, or the cost of completing the work, plus a reasonable allowance for attorney's fees, up to the full amount of the bond.
- (c) The performance construction bond shall be non-cancelable and shall be for a term of not less than one (1) year but not more than 18 months after the anticipated date of the later of completion of construction, restoration and city inspection. No less than one-year after completion of the construction and satisfaction of all obligations in accordance with the bond, the registrant or contractor may request that the city remove the requirement to continue the performance construction bond. In accordance with the current standards of the city, and satisfaction of all obligations in accordance with the bond, the city shall return the cash performance construction bond without interest. Notwithstanding, the city shall require a new cash performance construction bond for any subsequent work performed in the public rights-of-way as required by this Article. Notwithstanding this provision, to the extent required by applicable law, the city shall accept a letter of credit or similar financial instrument as a construction bond issued by any financial institution that is authorized to do business within the United States, provided that a claim against the financial instrument may be made by electronic means, including by facsimile. A provider of communications services may add the city to any existing bond, or other relevant financial instrument, and the city shall accept such proof of coverage without any conditions other than consent to venue in Volusia County for purposes of any litigation to which the city is a party.
- (d) The rights reserved by the city with respect to any performance construction bond established pursuant to this division are in addition to all other rights and remedies the city may have under this Article, or at law or equity, and no action, proceeding or exercise of a right with respect to the performance construction bond will affect any other right the city may have.

Sec. 58-77. Construction Methods for Placing or Maintaining Communications Facilities in Public Rights-of-Ways.

- (a) A registrant shall place and maintain its communications facility in public rights-of-way in a manner consistent with accepted industry practice and applicable codes- and must comply with the 2017 edition of the Florida Department of Transportation Utility Accommodation Manual. For purpose of complying with the notice and approval requirements contained within the 2017 edition of the Florida Department of Transportation Utility Accommodation Manual, the registrant shall provide notice and seek approval from the city manager. All safety practices required by applicable codes or accepted industry practices and standards shall be used during the placement or maintenance of communications facilities, including but not limited to, Chapter 33 of the Florida Building Code. Registrant shall use and exercise due caution, care and skill in performing work in the public rights-of-way, and shall take all reasonable steps to safeguard work site areas including maintenance of traffic.
- (b) In connection with excavation in the public rights-of-way, the requirements of this Article shall control to the extent of any conflict with Chapter 58, Article II, Sections 58-33 through

58-36 of the code.

- (c) In addition, in connection with excavation in the public rights-of-way, a registrant shall, where applicable, comply with the Underground Facility Damage Prevention and Safety Act set forth in F.S. Ch. 556, as it may be amended. In the event of any conflicts with existing utilities or utility service laterals, the proposed location of the communications facility will be adjusted, not the utility.
- (d) To the extent not inconsistent with applicable codes, underground cables, where required, shall have consistent alignment parallel with the edge of pavement, a thirty-six-inch (36") depth of cover for the paved portion of roadways, sidewalks and driveway aprons a twenty-four-inch (24") to thirty-inch (30") depth of cover in all areas except the paved portion of roadways, sidewalks and driveway aprons, and shall have a three-foot (3') horizontal clearance from underground utilities and their appurtenances. Below grade communication facility shall not be allowed under a swale or ditch unless such restriction is waived by the Public Works and Public Utilities Director ~~Operation Manager~~ or city manager ~~City Manager~~ with appropriate conditions of a permit that the registrant or permittee clean or re-excavate the swale or ditch to its appropriate grade prior to installation of the facility.
- (e) Grounding rods and pull boxes. The grounding rod may not extend above the top of the public right-of-way or sidewalk and must be placed in a pull box, and the ground wire between the pole and ground rod must be inside an underground conduit. All pull boxes shall be vehicle load bearing, comply with applicable codes and FDOT Standard specifications ~~635~~ and be listed on the FDOT Approved Products List. A 4-inch thick concrete pad shall be installed extending 12 inches around all pull boxes not located in the sidewalk. No new or replacement pull boxes shall be located in pedestrian ramps.
- (f) Consistent with Section 58-36 of the code, the city may require the use of trenchless technology (i.e., directional bore method) or may prohibit underground missile boring for the installation of facilities underground in the public rights-of-way. The registrant shall be solely liable for the displacement, damage or destruction of any property, public rights-of-way, irrigation system, utility, or landscaping as a result of the placement or maintenance of its facility within the public rights-of-way. The city may issue such rules and regulations concerning the method for placement or maintenance of a communications facility in public rights-of-way as may be consistent with this Article and other applicable codes and standards. The provisions of this subsection are not intended to prevent the use of any method of construction not specifically prescribed by this subsection, provided that any such method has been approved by the city.
- (g) In an effort to minimize adverse impacts and disruption in the public rights-of-way and to other municipal improvements, the city may require the registrant ~~a communications services provider~~ to coordinate the placement or maintenance of its facilities with any work, construction, installation in or repairs of the subject public rights-of-way or other facilities therein, that is occurring or is scheduled to occur within a reasonable time from the date(s) requested in the ~~registrant's communications services provider's~~ permit application. The city may require a registrant to alter reasonably its placement or maintenance schedule as necessary to minimize disruptions and disturbance in the public rights-of-way. The city may provide a more definite time frame based on specific city construction or maintenance schedules. Registrants seeking to place communications facilities in the public rights-of-way through excavation are strongly encouraged to contact other registrants and communications services providers to coordinate the placement of communications facilities in the public rights-of-way.
- (h) Within the public rights-of-way, every communications services provider shall make space available in its trench and/or conduit to other communications services providers to the extent consistent with the federal requirements of 47 U.S.C. §224. Every communications services provider shall utilize existing conduits, pathways and other facilities whenever

possible, and shall not place or maintain any new, different, or additional poles, conduits, pathways or other facilities, whether in the public rights-of-way or on privately-owned property, until written approval is obtained from the city or other appropriate governmental authority, and, where applicable, from the private property owner.

- (i) Limits on excavation in restored rights-of-way. To avoid continual disruption and degradation to the public rights-of-way and in the interest of public safety, an area of the public rights-of-way that has been subject to excavation and restored shall not be subject to re-excavation until at least two (2) years following the completion of such restoration, to the extent not inconsistent with applicable codes and law, unless waived by the city. If the areas where the excavation is to occur has not been fully restored by a permittee, the subsequent permittee may apply for and the city may issue a permit that requires the subsequent permittee to restore the public rights-of-way to the original condition and to warrant such restoration consistent with this Article. ~~For the purpose of this Article, excavation shall have the meaning set forth in Section 556.102(6), Florida Statutes, as it may be amended. Registrants seeking to place communications facilities in the public rights-of-way through excavation are strongly encouraged to contact other registrants and communications services providers to coordinate the placement of communications facilities in the public rights-of-way.~~
- (j) Trees. A registrant shall comply with the requirements of Chapter 9, Article II of the city's Land Development Code with respect to the proposed removal or disturbance of any trees on private property. A registrant shall not prune, remove or materially disturb trees during placement or maintenance of communications facilities, small wireless facilities, micro wireless facility, or utility poles in the public rights-of-way, unless approved pursuant to an applicable permit issued by the city, to the extent not inconsistent with applicable law. Tree removal or pruning is not permitted within the public rights-of-way to increase signal strength or to provide a line-of-sight for wireless facilities. Landscaping may only be disturbed or removed during placement or maintenance of communications facilities pursuant to a permit issued by the city. The city may require that any landscaping or trees so removed shall be replaced or mitigated in accordance with the approved restoration plan.
- (k) Restoration of public rights-of-way. A registrant shall, at its own expense, restore the public rights-of-way to at least its original condition before such work in public rights-of-way was initiated, subject to the city's satisfaction upon inspection. Registrant shall warrant its restoration for a period of twelve (12) months after completion of such restoration. If the registrant fails to make such restoration within twenty one (21) seven (7) calendar days after completion of construction, or such other time as may be required by the city, the city may, after written notice to the registrant, perform such restoration using city employees, agents or contractors, and charge all costs of the restoration to the registrant in accordance with F.S. § 337.402, as it may be amended, and require reimbursement within 30 days after the submission of the invoice by the city to the registrant. Consistent with Section 58-37 of the code, if the registrant fails to complete restoration work by the estimated date for completion listed in the permit, following notice to the registrant or permittee, the city shall have the right to restore the right-of-way and to charge the registrant or permittee for actual costs of such restoration work plus 25 percent of such costs for administrative expenses, to the extent not inconsistent with Sec 337.402, Florida Statutes, as it may be amended. The costs and administrative expenses shall not be eligible for credit against any other payments that may be owed by the registrant to the city. Consistent with Section 58-39 of the code, the city manager shall make inspections to administer and enforce the provisions of this subsection. The registrant or permittee shall notify the city manager 48 hours prior to commencing construction and at the time of completion of work under the permit. Upon completion, the city manager shall inspect the work to determine whether the restoration has been acceptably completed. In such event, the city shall notify the registrant applicant in writing that the 12-month restoration warranty period has begun.

- (l) A registrant shall immediately notify the city of any damage to city utilities, city fiber or other city facilities as a result of a registrant's construction in the public rights-of-way. The registrant shall repair such damage at its expense within the time frame required by the city given the nature of the damage and impact on city services. In its discretion, the city may repair or arrange for the repair of such damage and charge such expense to the registrant.
- (m) Any communications facilities heretofore or hereafter placed upon, under, over, or along any public rights-of-way that is found by the city to be unreasonably interfering in any way with the convenient, safe or continuous use or the maintenance, improvement, extension or expansion of such public rights-of-way shall, upon thirty (30) days' written notice to the registrant or its agent, be removed or relocated by such registrant at its own expense except as explicitly provided under F.S. § 337.403. The city may waive or extend the time within which a registrant shall remove or relocate a communications facility for good cause shown.
- (n) Removal or relocation at the direction of the city of a registrant's communications facility in public rights-of-way shall be governed by the provisions of F.S. §§337.403 and 337.404, as they may be amended. Subject to F.S. §337.403, whenever an order of the city requires such removal or change in the location of any communications facility from the public rights-of-way, and the facility owner fails to remove or ~~change~~ change the same at its own expense to conform to the order within the time stated in the notice, the city may proceed to cause the communications facility to be removed. The expense thereby incurred except as provided in F.S. §337.403(1)(a)—(c), shall be paid out of any money available therefor, and such expense shall be charged against the registrant of the communications facility and levied, collected and paid to the city.
- (o) Subject to F.S. §337.403, whenever it shall be necessary for the city to remove or relocate any communications facility, the registrant of the communications facility shall be given notice of such removal or relocation and an order requiring the payment of the costs thereof, and shall be given reasonable time, which shall not be less than twenty (20) nor more than thirty (30) days in which to appear before the city council to contest the reasonableness of the order. Should the registrant not appear, the determination of the cost to the registrant shall be final, in accordance with F.S. § 337.404.
- (p) A final order of the city shall constitute a lien on any property of the registrant and may be enforced by filing an authenticated copy of the order in the office of the clerk of the circuit court of the county wherein the registrant's property is located and/or by drawing upon the registrant's ~~security~~ fund and/or performance bond.
- (q) The city retains the right and privilege to cut or move any communications facilities located within the public rights-of-way of the city, as the city may determine to be necessary, appropriate or useful in response to any public health or safety emergency. If circumstances permit, the city shall attempt to notify the registrant of the communications facility, if known, prior to cutting or removing a communications facility and shall notify the registrant of the communications facility, if known, after cutting or removing a facility.
- (r) The city shall have the right to make such inspections of facilities placed or maintained in public rights-of-way as it finds necessary to ensure compliance with this Article. The city shall have access without charge to any manholes or hand holes at any time, of a communications services provider in which the city has facilities, provided the city has given such provider reasonable prior notice so that such provider can have trained personnel present when the accesses such manholes. Notwithstanding the foregoing, the city, in the proper exercise of its municipal police powers and duties with respect to the public rights-of-way, shall have access to all manholes and hand holes without charge of such provider. In the event the city determines that a violation exists with respect to

registrant's placement or maintenance of facilities in the public rights-of-way that is not considered to be an emergency or danger to the public health, safety or welfare, the city will provide registrant no less than three days written notice setting forth the violation and requesting correction.

- (s) Following the completion of construction to place a new or replace an existing communications facility in the public rights-of-way, the registrant shall promptly provide ~~revised plans and~~ "as-builts" upon completion of any installation or construction. The plans shall be in a ~~digitized PDF file or other format required by the city and sealed by a licensed engineer~~ and CAD (Computer Aided Design) file formats, showing the two-dimensional location of the facilities, based on the city's geographical database or other format acceptable to the city. The registrant shall provide such plans at no cost to the city. The city shall maintain the confidentiality of such plans and any other information provided in accordance with F.S. §202.195, as it may be amended.
- (t) The city reserves the right to place and maintain, and permit to be placed or maintained, sewer, gas, water, electric, storm drainage, communications, and other facilities, fiber, cables or conduit, and to do, and to permit to be done, any underground and overhead installation or improvement that may be deemed necessary or proper by the city in public rights-of-way occupied by the registrant. To the extent not inconsistent with applicable law, a registrant shall allow city facilities to be collocated within city's public rights-of-way through the use of a joint trench during registrant's construction project. Such joint trench projects shall be negotiated in good faith by separate agreement between registrant and city and may be subjected to other city rights-of-way requirements. The city further reserves without limitation the right to alter, change, or cause to be changed, the grading, installation, relocation or width of the public rights-of-way within the limits of the city and within said limits as same may from time to time be altered.
- (u) A registrant shall, on the request of any person holding a permit issued by the city, temporarily raise or lower its communications facilities to permit the work authorized by the permit. The expense of such temporary raising or lowering of facilities shall be paid by the person requesting the same, and the registrant shall have the authority to require such payment in advance. The registrant shall be given not less than 30-days advance written notice to arrange for such temporary relocation. If the city requests a temporary raising or lowering of a facility for a public purpose, the city shall not be charged for the temporary raising or lowering of the facility.
- (v) This Article does not authorize a person to collocate or attach wireless facilities, including any antenna, micro wireless facility, or small wireless facility, on a privately owned utility pole, a utility pole owned by an electric cooperative or a municipal electric utility, a privately owned wireless support structure, or other private property without the consent of the property owner.
- (w) Abandonment. Upon determination by a registrant ~~or communications services provider~~ that one or more of its communications facilities in the public rights-of-way is to be abandoned, the ~~registrant provider~~ shall notify the city no later than ninety (90) days from such determination, or no later than thirty (30) days following such abandonment, whichever is sooner. The city may independently establish that a communications facility has been abandoned. In reaching such determination, the city may request documentation and/or affidavits from the ~~communications services provider or~~ registrant regarding the active use of the facility. If ~~the provider or~~ registrant fails to provide the requested documentation within thirty (30) days, a rebuttable presumption shall exist that ~~the provider or~~ registrant has abandoned the communications facility. Any small wireless facility, micro wireless facility, utility pole for collocation of a small wireless facility, or other communications facility installed within the public rights-of-way that is abandoned shall be removed by the registrant ~~or communications services provider~~ at its expense within thirty (30) days of receipt of notice from the city. Failure to remove an abandoned facility within

the thirty (30) days' period shall be deemed to be the registrant's ~~or communications provider's~~ consent for the city to remove the facility at the registrant's or provider's expense or for the city to allow another person to remove the facility at the registrant's or provider's expense. All permit applications and requests by the registrant will be suspended until the completion of the abandonment in accordance with code to the city's satisfaction to the extent not inconsistent with applicable law. The ~~communications services provider or~~ registrant shall be responsible for all damage to the public rights-of-way and any facilities or utilities damaged as a result of such removal, and shall restore the public rights-of-way as required in this subsection.

- (x) If there are two (2) or more users of a single facility, then this provision shall not become effective until all users cease using the facility. Notwithstanding the foregoing, if the facility is attached to an existing structure that has an independent function such as a light pole, intersection signal, pedestrian signal, utility pole or the like, said abandonment of the facility requires removal of the facility only and does not require the removal of the existing structure.

Sec. 58-78. Development and Objective Design Standards for the Placement or Maintenance of Communications Facilities in the Public-Rights-Of-Way.

- (a) Terms and conditions for collocation on city utility poles.
 - (1) The city shall not enter into an exclusive arrangement with any person for the right to attach equipment to city utility poles. The city reserves the right to enter into agreements for collocation on city utility poles in its discretion.
 - (2) Reservation of space on city utility poles. The city hereby reserves the top one-third of the useable space of the vertical pole component of all city utility poles in the public rights-of-way for future public safety uses. The city manager may waive the reservation of space on city utility poles. The city may reserve additional space on city utility poles for future public safety uses. However, a reservation of space may not preclude collocation of a small wireless facility. If replacement of the city utility pole is necessary to accommodate the collocation of the small wireless facility and the future public safety use, the pole replacement is subject to make-ready provisions and the replaced pole shall accommodate the future public safety use. The replaced pole shall continue to be owned by the city.
 - (3) The rate to collocate a small wireless facility on a city utility pole shall be one-hundred fifty dollars (\$150) per pole annually, or the highest rate authorized by applicable law. This amount shall not be deducted from any fees or taxes that may be due to the city. The fee shall be paid upon the city's issuance of a permit to collocate a small wireless facility on a city utility pole and annually thereafter on October 1.
 - (4) Agreements between the city and wireless providers that were in effect on July 1, 2017, and that relate to the collocation of small wireless facilities in the right-of-way, including the collocation of small wireless facilities on city utility poles, remain in effect, subject to applicable termination provisions. The wireless provider may accept the rates, fees, and terms established under this Article for small wireless facilities and utility poles that are the subject of an application submitted after the rates, fees, and terms become effective.
 - (5) For a city utility pole that supports an aerial facility used to provide communications services or electric service, the parties shall comply with the process for make-ready work under 47 U.S.C. §224 and implementing regulations. The good faith estimate of the city for any make-ready work necessary to enable the pole to

support the requested collocation must include pole replacement if necessary.

- (6) For a city utility pole that does not support an aerial facility used to provide communications services or electric service, the city shall provide a good faith estimate for any make-ready work necessary to enable the pole to support the requested collocation, including necessary pole replacement, within 60 days after receipt of a complete application. Make-ready work, including any pole replacement, must be completed within 60 days after written acceptance of the good faith estimate by the registrant applicant. Alternatively, the city may require the registrant applicant seeking to collocate a small wireless facility to provide a make-ready estimate at the applicant's expense for the work necessary to support the small wireless facility, including pole replacement, and perform the make-ready work. If pole replacement is required, the scope of the make-ready estimate is limited to the design, fabrication, and installation of a utility pole that is substantially similar in color and composition. The city may not condition or restrict the manner in which the registrant applicant obtains, develops, or provides the estimate or conducts the make-ready work subject to usual construction restoration standards for work in the right-of-way. The replaced or altered utility pole shall accommodate the city's equipment and intended function and shall remain the property of the city, subject to the city's acceptance of the replaced or altered pole that complies with these requirements.
 - (7) The city may not require more make-ready work than is required to meet applicable codes or industry standards. Fees for make-ready work may not include costs related to preexisting damage or prior noncompliance. Fees for make-ready work, including any pole replacement, may not exceed actual costs or the amount charged to communications services providers other than wireless services providers for similar work and may not include any consultant fee or expense.
 - (8) A collocation of a small wireless facility on a city utility pole shall comply with all applicable codes including and this Article, and shall not compromise the city utility pole's finish, functionality, or structural integrity particularly with respect to vulnerability to high velocity wind conditions.
 - (9) A collocation of a small wireless facility on a city utility pole shall not affect the city's ability to remove or to replace the pole in its sole discretion. A city utility pole that has been partially removed or has been designated to be removed by the city shall not be available for collocation or repurpose for collocation. Within thirty (30) days after receiving notification that the city intends to remove or to replace the utility pole, the registrant shall remove its collocated small wireless facility at its cost. In the interest of public safety and safety of city employees, a city structure in the public rights-of-way used to support an avian structure or facility shall not be available for collocation or repurpose or replacement for collocation. A city building or city utility pole extending from a building in the public rights-of-way shall not be available for collocation, or repurpose or replacement for collocation.
- (b) Location context and public safety regulations. A proposed communications facility shall comply with the following location context requirements unless waived by the city. In conjunction with granting such waiver, the city may require conditions on the permit approving such facility.
- (1) A registrant shall comply with and abide by all applicable provisions of the state law and city ordinances, applicable codes and regulations, quasi-judicially approved conditions for approvals, settlement agreements, applicable contracts, applicable court orders, and applicable provisions of federal statutes, FCC regulations and PSC regulations in placing or maintaining a communications

facility in the public rights-of-way. Wireless facilities shall be considered to be structures under the Florida Building Code, Building Risk Category IV, Structures, Chapter 16 Section 1620 – 1621, High Velocity Hurricane Zone Area.

- (2) All communications facilities shall be placed and maintained so as not to interfere with, create any safety hazard, or create a visual obstruction to the traveling public's the use of the public rights-of-way or the use of bicycle lanes or multipurpose trails. To avoid such visual obstructions, no ~~not~~ utility poles for collocation of small wireless facilities or ground mounted small wireless facilities shall be located within traffic circles.
- (3) For public safety purposes, aboveground communications facilities, including but not limited to, small wireless facilities, micro wireless facilities and utility poles for collocation of small wireless facilities, shall not be placed or maintained on multipurpose trails.
- (4) Communications facilities shall be placed between the property line and the curb line of a street and shall not be located within a clear zone.
- (5) All communications facilities shall be placed and maintained so as not to cause unreasonable interference with the rights, accessibility and safety of property owners who abut any of the public rights-of-way. By way of example, the placement or maintenance of a communications facility in the public rights-of-way shall not cause excessive noise or light levels in violation of Chapter 42, Article IV, Noise and Light Regulation, of the City Code, based upon the use occupancy category of the adjacent property, shall not impede ingress and egress to adjacent property, materially block views from or into a business or residence, or materially block visibility of address or other signage on abutting properties.
- (6) A registrant shall not place or maintain its communications facilities to interfere, displace, damage or destroy any facilities, including but not limited to, the city drainage plan, sewers, ponds, gas or water mains, storm drains, pipes, cables or conduits of the city or any other person's facilities or utilities lawfully occupying the public rights-of-way of the city, unless waived by the city.
- (7) The city may prohibit or limit the placement of new or additional communications facilities within the public rights-of-way if there is insufficient space to accommodate all of the requests to place and maintain facilities and utilities in the proposed location of the public rights-of-way, to safely accommodate additional installations at any location, for the protection of existing facilities and utilities in the public rights-of-way, or to accommodate city plans for public improvements, other approved capital improvements projects as part of the City Comprehensive Plan, the city's smart technology or projects the city determines are in the public interest.
- (8) Facilities to be installed underground.
 - a) All facilities shall be subject to the city's non-discriminatory undergrounding requirements that prohibit above-ground structures and utilities in the public rights-of-way. Unless waived by the city, all new communications facilities shall be placed underground, to the extent that new utilities other than fire hydrants are required to be located underground, including new electric and communications utilities in accordance with Chapter 11, Section 8 of the City Code. In addition, to the extent required by applicable PSC rules and regulations, applicable codes, restrictive covenants, quasi-judicially approved conditions of a development, planned unit development, community development district,

or court order, a registrant shall install its facilities underground. Additionally, a registrant shall endeavor to place all new facilities underground unless prevented from doing so by existing technology or by the physical characteristics of the installation location.

- b) A registrant shall not place or maintain utility poles for the collocation of small wireless facilities or small wireless facilities in a location in the public rights-of-way where there are no existing electric or communications utility poles and where new electric and communications utilities are required to be installed underground to the extent not inconsistent with applicable law.
- c) New proposed wireline fiber or coaxial backhaul facilities for small wireless facilities shall be installed underground consistent with applicable codes, unless waived by the city.
- d) For purposes of this subsection, unless inconsistent with applicable law, adoption of a final resolution by the city council shall constitute an undergrounding requirement over any area of the public rights-of-way. This subsection does not apply to the installation, placement, maintenance, or replacement of micro wireless facilities on any existing and duly authorized aerial communications facilities, provided that if the city notifies the registrant of the micro wireless facility that aerial communications or electric distribution utilities will be converted to underground utilities, the registrant shall remove its micro wireless facility at its expense within the time frame required by the city.
- e) Conversion of overhead utilities to underground. No utility poles for the collocation of small wireless facilities, micro wireless facilities, ground mounted small wireless facilities, or small wireless facilities collocated on utility poles shall be placed in a location in the public rights-of-way where the City Council has determined that existing above ground electric and communications utilities should be removed and relocated underground. The presence of small wireless facilities or micro wireless facilities shall not be a basis not to comply with the city's requirements to convert above ground utilities to underground. To comply with the city's undergrounding requirements, a registrant shall remove its small wireless facilities, micro wireless facilities, and utility poles for collocation of small wireless facilities at its expense within 60 days of being notified by the city that such facilities must be removed. The city shall have the right to remove such facilities at the registrant's expense if the registrant fails to do so. For small wireless facilities installed before the city adopts requirements that public utility lines must be placed underground, the city, in its discretion, shall: (a) allow a wireless provider to maintain the small wireless facility in place subject to any applicable pole attachment agreement with the pole owner; or (b) allow the wireless provider to replace the associated pole within 50 feet of the prior location in accordance with the objective design standards contained within this Article.
- f) Notwithstanding the provisions of this subsection, the city may approve a permit for a new utility pole for collocation of a small wireless facility in an area where all public utility lines must be placed underground, if a wireless provider satisfies the following:
 - 1. The registrant wireless provider provides information from a licensed engineer that the city has not allowed structures to remain above ground that are reasonably available to the wireless

provider for the collocation of small wireless facility and that may be replaced by a wireless provider to accommodate the collocation of small wireless facilities;

2. The proposed utility pole otherwise complies with this Article; and

3. The registrant wireless provider provides information from a licensed engineer that it is not reasonably able to provide wireless service by collocation on a remaining utility pole or other structure in the rights-of-way.

- (9) Prohibition against placement in violation of OSHA or NESC or NERC rules and regulations. Communications facilities, including but not limited to small wireless facilities and utility poles for the collocation of small wireless facilities shall not be placed in a location which violates rules and regulations set by Occupational Safety and Health Administration or the National Electrical Safety Code or the North American Electric Reliability Corporation standards. By way of example and not limitation, if required by such rules and regulations, a small wireless facility or utility pole intended to support the collocation of a small wireless facility may not be placed within a ten (10) foot radius of an electric distribution facility or within a twenty (20) foot radius of an electric transmission line.
- (10) Prohibition against placement within a location subject to homeowners' association restrictions. Small wireless facilities shall not be place in a location subject to covenants, restrictions, articles of incorporation, or bylaws of a homeowners' association unless specifically authorized by the homeowners' association. For purposes of this subsection, to the extent not inconsistent with applicable law, a location in a public right-of-way that abuts parcels within a homeowners' association on both sides of its width shall be considered a location subject to covenants, restrictions, articles of incorporation, or bylaws of such homeowners' association. This subsection shall not apply to limit the installation, placement, maintenance, or replacement of micro wireless facilities on any existing and duly authorized aerial communications facility.
- (11) Placement in relation to adjacent uses of property and building facades thereon. Where parking and/or loading spaces are not permitted between a building façade and the corresponding property line (i.e. front façade and front property line, side street façade and side street property line) by design standard, or such spaces do not exist in those locations on existing properties, new communication facilities and new utility poles for collocation of small wireless facilities shall be placed in-line with the common, interior side lot lines and shall not be placed in-line with the front/principal façade of a residence, place of business, or any other principal use building located on property that abuts the public rights-of-way.
- (12) To accommodate and to protect the ~~c~~City's nature preserve area of ~~Doris Dorris~~ Leeper Spruce Creek Preserve, inclusive of portions of Martin Dairy Road, as described in the ~~city's City's~~ Comprehensive Plan, no new communications facilities, including but not limited to, wireless facilities, small wireless facilities, new utility poles for collocation of small wireless facilities, or fiber, shall be placed or maintained within public rights-of-way within ~~Doris Dorris~~ Leeper Spruce Creek Preserve, ~~unless waived by the city~~.
- (13) Specific locations, capital improvement projects, districts and community redevelopment agency areas.
 - (a) A registrant shall not place new utility poles for the collocation of small wireless facilities, small wireless facilities or micro wireless facilities within

the public rights-of-way in such a location that would interfere with or impair the city's ability to pursue the projects identified within the city's Capital Improvement Program FY18-FY23 adopted by the City Council on August 15, 2017, as it may be amended, as described more fully in Resolution No. 17-33, unless waived by the city manager ~~City Manager~~. In conjunction with granting such waiver, the city may require conditions on the permit approving such facility so as to minimize the impact on the CIP. A registrant shall relocate at its expense, its utility poles, small wireless facilities and micro wireless facilities that need to be relocated to accommodate the city's CIP construction, to the extent not inconsistent with applicable law.

- (b) Small wireless facilities, utility poles for collocation of small wireless facilities and aerial communications facilities shall not be permitted in an area within the public rights-of-way that would interfere with the city's public art program. The city may notify a registrant to relocate at its cost a utility pole used for collocation of a small wireless facility or ground mounted small wireless facility if such location interferes with a planned installation of art. A registrant that damages an object of art installed pursuant to the art program, the registrant shall be responsible for the costs of the art and shall indemnify the city as required in this Article. The city reserves the right to require an additional security fund in conjunction with an application to place or maintain a communications facility in an area where an art object has been located.
- (14) A structure granted a permit and installed pursuant to this Article shall comply with Chapter 333, F.S., and city or federal regulations pertaining to airport airspace protections.
- (15) Historic preservation. This Article does not limit the city's authority to enforce historic preservation zoning regulations consistent with the preservation of local zoning authority under 47 U.S.C. §332(c)(7), the requirements for facility modifications under 47 U.S.C. §1455(a), or the National Historic Preservation Act of 1966, as amended, and the regulations adopted to implement such laws. Communications facilities shall not be permitted to be collocated on or to interfere with historic property or landmark that may be within or adjacent to the public rights-of-way unless waived by the city. The city shall not allow small wireless facilities, utility poles for the collocation of small wireless facilities or micro wireless facilities to be located in a manner that would impact negatively historic property or landmark unless waived by the city. Historic properties and landmarks may be so designated as being listed in the National Register of Historic Places pursuant to the National Historic Preservation Act of 1966, as amended, a property within a National Register-listed district, or individually listed in the Florida or City Register of Historic Places, consistent with city codes, administrative rules, or regulations that were adopted by city ordinance on or before April 1, 2017, which are applicable to a historic area designation by the state or city.
- (c) Objective design standards.
 - (1) Intent and purpose. Small wireless facilities in the public rights-of-way and utility poles installed or repurposed in the public rights-of-way for collocation of small wireless facilities shall be designed in such a manner to maximize compatibility with the surrounding neighborhood and to minimize any negative visual impact on the surrounding neighborhood. The objective design standards contained in this Article regulating the location context, color, stealth design, and concealment of the proposed small wireless facility shall apply, unless waived by the city.

- (2) ~~Registrants~~ ~~Applicants~~ shall not place or maintain signage on communications facilities, including small wireless facilities or utility poles for collocation of small wireless facilities, in public rights-of-way, unless otherwise required by federal or State law, provided; however, existing structures that lawfully supported signage before being repurposed may continue to support signage as otherwise permitted by law.
- (3) A small wireless facility shall not have any type of lighted signal, lights, or illuminations unless required by applicable codes, local codes or regulations, a permit issued by the city, or state and federal laws and regulations or as permitted by the city.
- (4) Design standards for Utility Poles. Stealth design for new or replaced utility poles for collocation of small wireless facilities. All proposed new or replaced utility poles for collocation of small wireless facilities shall comply with applicable codes and shall meet the design standards contained in this subsection unless waived by the city.
- (a) A replaced or restructured utility pole to accommodate the collocation of a small wireless facility shall be in substantially the same location as the original utility pole.
- (b) The replaced or restructured utility pole shall be substantially similar in finish, base and pole design, diameter, material and height as the original pole being replaced, unless the city requires a different design, color or composition to be consistent with applicable city standards for new utility poles.
- (c) Unless waived by the city, the height for a new utility pole or replaced utility pole installed pursuant to this Article shall not exceed the height of the tallest existing utility pole as of July 1, 2017, in the same right-of-way, measured from grade, in place within 500 feet of the proposed location of the small wireless facility. If there is no utility pole within 500 feet in the same public right-of-way as of July 1, 2017, the height shall be limited to 50 feet measured from grade. Height shall include only the height of the utility pole and shall not include any light, antennas, masts or other attachments to the utility pole.
- (d) Unless waived by the city, a new utility pole shall be designed to be substantially similar in design to the predominant type of other utility poles at the proposed location in the same block or vicinity of the public rights-of-way. Such design aspects to follow include the material, base, pole diameter and style, location and style of attachments, finish, and cap, as applicable. By way of example, if existing utility poles in the same area of the public rights-of-way are light poles, the new utility pole should be designed substantially similar to such light poles and to the extent consistent with location context regulations, equidistant between existing poles. Unless waived by the city, any such stealth utility pole for collocation of a small wireless facility shall function in the same manner as the facility it is intended to resemble in compliance with the code, at the expense of the registrant to the extent not inconsistent with applicable law. By way of example, if a registrant installs a utility pole for collocation of a small wireless facility to resemble a nearby light pole, the registrant is encouraged to include a light that is operated in the same manner as other light poles, at the registrant's ~~applicant's~~ expense. The city manager ~~City~~

~~Manager~~ may, in the exercise of discretion, approve a collocation of a small wireless facility on a city light pole that would otherwise not qualify for collocation under this Article.

- (e) Notwithstanding this subsection, if the proposed location of a new utility pole for collocation of a small wireless facility is within a public right-of-way that is within a particular zoning district, planned unit development, community development district, community redevelopment agency, or a homeowners' association that has design standards applicable to utility poles, such proposed utility pole shall substantially comply with such design standards.
 - (f) If there are no existing utility poles in close proximity to a new utility pole for collocation to resemble or any applicable design standards based on the location, the new utility pole shall be a concrete or fiberglass pole with a black finish, or designed pursuant to standards established by the city manager ~~City Manager~~.
 - (g) This subsection does not authorize the installation of a new utility pole for collocation of a small wireless facility in a location that is otherwise prohibited pursuant to court order or applicable codes or, ~~including but not limited to~~ this Article.
- (5) Stealth design for collocation of small wireless facilities.
- (a) Wires, cables and equipment to be collocated on a utility pole shall be within the utility pole or if not possible to being installed within the utility pole, covered with a shroud. No exposed wires or cables are permitted.
 - (b) If the utility pole for the proposed collocation of a small wireless facility is a light pole, a street light fixture substantially similar in design to the existing street light fixture shall be used to camouflage the small wireless facility such as through replacement of the cobra head with a new cobra head containing the small wireless facility, or a side-mounted light may be replaced with a substantially similarly designed side mounted light containing the small wireless facility, to the extent not inconsistent with applicable law. Unless consistent with the design of the utility pole, a small wireless facility shall not be collocated on a mast of a utility pole. In no event shall a small wireless facility be collocated on the mast of a utility pole that serves as a traffic signal pole. Any street light fixture installed by the registrant shall be maintained in good working order by the registrant at its cost.
 - (c) Slim design shall be used wherein the top mounted antenna does not exceed the diameter of the supporting utility pole at the level of the antenna attachment by more than six inches, or if applicable for other than round poles, by more than six inches on each side, and side mounted enclosures, if any, do not extend more than twenty-four (24) inches beyond the exterior dimensions of the existing structure, repurposed structure or utility pole at the level of antenna attachment measured from the edge of the pole to the outermost surface of the antenna.
 - (d) Maximum height restrictions. A small wireless facility, including any attached antennas, shall not exceed ten (10) feet above the existing structure, repurposed structure or utility pole upon which the small wireless facility is to be collocated. A small wireless facility in the public rights-of-

way shall not be used for the attachment of any communications facilities or fiber other than the equipment included within the small wireless facility.

- (6) Small wireless facilities not collocated on utility poles or existing structures.
- (a) Ground-mounted small wireless facilities up to 28 cu. ft. in dimension shall be located within a ten (10) foot radius of the existing structure or utility pole for the collocated small wireless facility. ~~Pursuant to Section 337.401(7)(b)(2), F.S., ground-mounted small wireless facilities shall be located with reasonable spacing of at least 200 feet from other ground-mounted small wireless facilities. To the extent not inconsistent with applicable codes and applicable law, ground-mounted small wireless facilities shall be located with reasonable spacing of at least 200 feet from other ground-mounted small wireless facilities.~~
 - (b) The ground-mounted small wireless facility shall be architecturally designed and of the same materials and color finish to be substantially similar to other at-grade infrastructure within 500 feet of the proposed location in the public rights-of-way such as waste receptacles or utility facilities. If the ground-mounted small wireless facility is not substantially similar to other at-grade infrastructure as set forth herein, the proposed small wireless facility shall be submitted to the city for review and approval.
 - (c) To the extent not inconsistent with applicable codes, at the city's direction, ground-mounted small wireless facilities shall be enclosed in a wrap the design of which has been approved by the city staff. The registrant shall maintain the wrap in good condition at its sole cost and expense. The city may designate specific areas of the city where all ground-mounted small wireless facilities must be enclosed in a wrap.
 - ~~(d) To the extent not inconsistent with applicable codes, at the city's direction the registrant owner of a ground-mounted small wireless facility in the public rights-of-way shall conceal the facility with landscaping and plantings. Landscaping and plantings pursuant to this subsection shall be subject to the city's approval and be maintained by the registrant at its sole cost and expense consistent with the code for so long as the small wireless facility remains in the public rights-of-way.~~
 - (e) The city manager is authorized to create a manual showing figures of acceptable and unacceptable designs for facilities to be placed or maintained in the public rights-of-way.
- (7) Development standards for communications facilities other than small wireless facilities and utility poles for collocation of small wireless facilities.
- (a) Dimensional limits. No communications facility other than small wireless facilities located aboveground, excluding utility poles, having exterior dimensions greater than four feet high, by four and one-half feet long, by two and one-half feet wide, or having a total volume exceeding 45 cubic feet, shall be granted a permit for construction or installation nor shall be constructed within the corporate limits of the city on any public rights-of-way unless:
 - (1) ~~The registrant communication service provider~~ can properly demonstrate in its permit application for placement of communication facilities in the public rights-of-way that strict

compliance with the dimensional limits in this subsection will prevent the communications service provider from installing, constructing, maintaining, or providing its communications network; and

- (2) The ~~registrant communication service provider~~ demonstrates in its permit application that the proposed communications facilities it desires to construct which exceeds the dimensional limits set forth above in this subsection are necessary to provide adequate capacity to meet the requirements of the ~~registrant applicant~~ at a specific location, or that said limits are otherwise technologically infeasible at the location, and that the proposed equipment the service provider desires to utilize is of the minimum size available to meet the requirements of the ~~registrant's applicant's~~ communications network; and
 - (3) The ~~registrant communication service provider~~ demonstrates in its permit application that the proposed communications facilities are located and composed in a manner to minimize adverse impacts to abutting properties and the surrounding neighborhood and does not create a hazard by impairment of visibility to motorists or pedestrians at the proposed site and does not negatively impact or violate location and other regulations contained in this Article: and
 - (4) The ~~facility communication service provider~~ proposed by the ~~communications provider-registrant~~ does not otherwise create a hazard to the public health, safety and welfare.
- (b) Notice to residential areas. Whenever a ~~registrant communication service provider~~ subject to this subsection submits a permit application to locate communications equipment which exceeds the dimensional limits in this subsection within residentially-zoned districts in the city, the ~~registrant applicant~~ shall provide notice by posting an 18" x 24" sign, satisfactory to the city, at the proposed location advising residents that they may review the permit application at the city and provide their comments to the city. The sign shall be posted a minimum of 30 days prior to any decision being made on the permit application to allow adequate time for input by residents and so as not to unduly delay the processing of any application.

Sec. 58-79. Fees and Taxes for Access to Public Rights-of-Way.

- (a) A registrant that places or maintains communications facilities in the public rights-of-way shall be required to pay fees and taxes as required by applicable law and ordinances of the city, including this Article.
- (b) Pass-through providers shall pay to the city on an annual basis an amount equal to five hundred dollars (\$500.00) per linear mile or portion thereof of communications facilities placed and/or maintained in the public rights-of-way. The amounts charged pursuant to this Article shall be based on the linear miles of public rights-of-way or portion thereof, where communications facilities are placed, not based on a summation of the lengths of individual cables, conduits, strands or fibers.
- (c) The city shall discontinue charging pass-through provider fees to a person that has ceased being a pass-through provider. Any annual amounts charged shall be reduced for a prorated portion of any 12-month period during which the pass-through provider remits

communications services taxes imposed by the city pursuant to Chapter 202, F.S., as amended.

- (d) The initial amount of pass-through provider fees shall be paid prior to issuance of a permit to a pass-through provider based on the facilities authorized to be installed in the public rights-of-way pursuant to the permit. The amount due may be modified based upon the as-builts submitted by the pass-through provider. Subsequent annual payments of pass-through provider fees shall be due and payable on October 1 of each year. Fees not paid within ten (10) days after the due date shall bear interest at the rate of one (1) percent per month from the date due until paid. The acceptance of any payment required hereunder by the city shall not be construed as an acknowledgement that the amount paid is the correct amount due, nor shall such acceptance of payment be construed as a release of any claim which the city may have for additional sums due and payable. All fee payments shall be subject to audit by the city, and assessment or refund if any payment is found to be in error. If such audit results in an assessment by and an additional payment to the city, such additional payment shall be subject to interest at the rate of one (1) percent per month until the date payment is made. A pass-through provider shall provide an annual notarized statement to the city identifying the total number of linear miles of pass-through facilities in the city's rights-of-way. Upon request from the city, limited to no more than once annually, a pass-through provider must provide reasonable access to maps of pass-through facilities located in the rights-of-way of the city. The scope of the request shall be limited to only those maps of pass-through facilities from which the calculation of the linear miles of pass-through facilities in the public rights-of-way can be determined. The request shall be accompanied by an affidavit that the person making the request is authorized by the city to review tax information related to the revenue and mileage calculations for pass-through providers.
- (e) If the payments required by this Section are not made within ninety (90) days after the due date, the city may withhold the issuance of any permits to the registrant until the amount past due is paid in full, in addition to any other remedies available pursuant to this Article and applicable law, including but not limited to drawing upon a registrant's ~~security fund~~ and/or performance bond.
- (f) The city ~~shall not~~ may charge fees for registrations and to process applications for permits pursuant to this Article to the extent such fees are not authorized ~~not prohibited~~ by applicable law.

Sec. 58-80. Enforcement Remedies ~~Enforcement Remedies~~.

- (a) Nothing in this Article shall affect or limit the remedies the city has available under applicable law. In addition to any other remedies available at law, including but not limited to F.S. §§166.0415(municipalities) and Ch. 162, (municipalities and counties), or equity or provided in this section, the city may apply any one or combination of the following remedies in the event a registrant violates this Article, or applicable local law or order related to the public rights-of-way.
- (b) In addition to the city's ability to terminate a registration pursuant to this Article or to deny, suspend or revoke permits, the failure to comply with the provisions of this Article or other law applicable to occupants of the public rights-of-way may result in imposition of penalties to be paid by the responsible person to the city in an amount of not less than \$100.00 per day or part thereof that the violation continues. A registrant's or person's failure to obtain a permit before commencing work, except where a permit is not required pursuant to this Article, may result in imposition of penalties to be paid to the city in an amount of not less than \$500.00 per day or part thereof that the violation continues.
- (c) In addition to or instead of any other remedy, the city may seek legal or equitable relief

from any court of competent jurisdiction.

- (d) Before imposing a fine, the city shall give written notice of the violation and its intention to assess such penalties, which notice shall contain a description of the alleged violation. Following receipt of such notice, the person shall have 30 days to either:
 - i. Cure the violation to the city's satisfaction, and the city shall make good faith reasonable efforts to assist in resolving the violation; or
 - ii. File an appeal with the city to contest the alleged violation pursuant to this Section, which shall govern such appeal. If no appeal is filed and if the violation is not cured within the 30-day period, the city may collect all fines owed, beginning with the first day of the violation, through any means allowed by law.
- (e) In determining which remedy or remedies are appropriate, the city ~~or hearing officer~~ shall take into consideration the nature of the violation, the person or persons bearing the impact of the violation, the nature of the remedy required to prevent further violations, and such other matters as the city or hearing officer determines are appropriate to the public interest.
- (f) Failure of the city to enforce any requirements of this Article shall not constitute a waiver of the city's right to enforce that violation or subsequent violations of the same type, or to seek appropriate enforcement remedies.
- (g) In any proceeding before the city where there exists an issue with respect to a registrant's performance of its obligations pursuant to this Article, the registrant shall be given the opportunity to provide such information as it may have concerning its compliance with the terms and conditions of this Article. The city may find a registrant that does not demonstrate compliance with the terms and conditions of this Article in default and apply any one or combination of the remedies otherwise authorized by this Section.
- (h) *Force majeure.* In the event a registrant's performance of or compliance with any of the provisions of this Article is prevented by a *force majeure* cause or event not within the registrant's control, such inability to perform or comply shall be deemed excused and no penalties or sanctions shall be imposed as a result, provided, however, that such registrant uses all practicable means to cure or correct any such inability to comply expeditiously.

SECTION 3. It is the intention of the City Council that the provisions of this Article shall become and be made a part of the City Code, which provisions may be renumbered or re-lettered and the ordinance be changed to "section," "article," or other appropriate word to accomplish such intention.

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

SECTION 5. If any provision of this Article or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the Article which can be given effect without the invalid provision or application, and to this end the provisions of this Article are declared severable.

SECTION 6. This Article shall become effective immediately upon final passage by the City Council.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the __ day of _____, 2021.

Passed and adopted on second and final reading on the __ day of _____, 2021.

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



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/5/2021

Consent item: No

SUBJECT: (F19) Second Reading - Ordinance No. 2021-25 - Amendment to the Port Orange Town Center Community Redevelopment Plan (Case No. 21-15000001)

DEPARTMENT: Community Development

GOAL: 4 - Economic Development

RECOMMENDED MOTION: CRA Motion: Move to approve the proposed amendments to the Port Orange Town Center Redevelopment Plan, as recommended by the Planning Commission

City Council : Move to approve Ordinance No. 2021-25, amending the Port Orange Town Center Redevelopment Plan, as recommended by the Planning Commission and Port Orange Town Center CRA

SUMMARY: Planning Commission Action (8/26/21): Recommended Approval (7-0)

The proposed amendment to the Port Orange Town Center (POTC) Redevelopment Plan is to modify the Riverwalk Planned Community Conceptual Development Plan (CDP) to further encourage the development of the Riverwalk area as a waterfront mixed-use destination along the Halifax River. At the April 28, 2021 City Council Workshop, the City Council provided direction to staff to make necessary changes to the CRA Plan and Land Development Code to support the redevelopment of the City's and CRA's ±10-acre site in the Riverwalk area. The proposed amendment is to clarify the development parameters of the CRA Redevelopment Plan:

1. Remove the three "Area" labels on the CDP and the maximum number of dwelling units and office and retail square-footage allowed for each area as shown on the CDP. According to the City's Comprehensive Plan, a maximum of 800 residential units, 240,000 square-feet of commercial, and 51,700 square-feet of office is allowed to be developed in the ±35-acre Riverwalk area. The CDP currently divides the Riverwalk area into three (3) areas and for each area there is a maximum number of dwelling units and maximum amount of retail and office square-footage allowed. However, the maximum number of dwelling units and retail and office square-footage listed on the CDP for each Area does not correspond with projects developed or developing in each Area. The CDP has been revised to remove the maximum number of dwelling units and non-residential square-footage allowed labels per area and a note has been added to the CDP that provides the overall maximum number of dwelling units and office/retail square-footage allowed in the ±35-acre Riverwalk area according to

the City's Comprehensive Plan.

2. Modify the area of the Recreation/Conservation project type for the southern portion of the Riverwalk Trail to be a dashed line along the shoreline and provide a note that the line identifies the general location of the required public use trail along the waterfront. The change is to identify the requirement to continue the public use trail from the current terminus to Dunlawton Avenue for potential developers, but also provide flexibility in where the trail can be constructed (on land, over the water, or a combination of both).
3. Expand the general area for the marina project type to extend further to the south to allow the opportunity to develop more water-based uses (marina, boat rentals, water taxi, etc.) along the Halifax River.

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 2021-25 with exhibit	922 Ordinance 2021-25 Town Center f.pdf
2.	Staff Report_2021 POTC Plan Amendments	Staff Report_2021 POTC Plan Amendments.pdf

Robin Fenwick

Created/Initiated - 9/23/2021

ORDINANCE NO. 2021-25

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, RELATING TO
COMMUNITY REDEVELOPMENT; AMENDING THE
COMMUNITY REDEVELOPMENT AREA PLAN FOR
PORT ORANGE TOWN CENTER AND THE
RIVERWALK PLANNED COMMUNITY CONCEPT
DEVELOPMENT PLAN; REPEALING CONFLICTING
ORDINANCES AND RESOLUTIONS; PROVIDING
FOR SEVERABILITY; AND PROVIDING AN
EFFECTIVE DATE.

WHEREAS, pursuant to Ordinance No. 1998-78, the City Council approved a
Community Redevelopment Plan for Port Orange Town Center; and

WHEREAS, the City Council has amended Ordinance No. 1998-78; and

WHEREAS, pursuant to Resolution No. 98-18 adopted on May 26, 1998, the
City Council of the City of Port Orange, Florida, determined that a blighted area exists
within the City of Port Orange, and that the rehabilitation, conservation, or
redevelopment, or a combination thereof of such area is necessary in the interest of
the public health, safety, morals, or welfare of the residents of the City of Port Orange;
and

WHEREAS, pursuant to Resolution No. 98-18 adopted on May 26, 1998, the
City Council of the City of Port Orange, Florida, found that there is a need for a
Community Redevelopment Agency to function in the City of Port Orange to carry out
the community redevelopment purposes of Chapter 163, Part 111, Florida Statutes; and

WHEREAS, pursuant to Resolution No. 98-18 adopted on May 26, 1998, the City Council of the City of Port Orange, Florida, declare itself to be the Community Redevelopment Agency of the Community Redevelopment Area for Port Orange Town Center, and provided for the appointment of two (2) additional members of said agency; and

WHEREAS, the Planning Commission, sitting as the local planning agency, has reviewed and recommended approval of the Community Redevelopment Plan; as amended, as to conformity of said plan with the comprehensive plan for the City of Port Orange; and

WHEREAS, after due consideration, the Community Redevelopment Agency for Port Orange Town Center has reviewed and recommended approval of the Community Redevelopment Plan, as amended; and

WHEREAS, after due consideration and public hearing as required by law, the City Council of the City of Port Orange has reviewed and approved the Community Redevelopment Plan for Port Orange Town Center, as amended; and

WHEREAS, public notice has been provided and notices have been mailed by registered mail to all taxing authorities as required by Section 163.346 and Section 163.360, Florida Statutes.

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

Section 1. The City Council of City of Port Orange hereby approves and adopts the Riverwalk Planned Community Concept Development Plan as included for

the Community Redevelopment Plan for Port Orange Town Center as amended hereby which are attached hereto as **Exhibit "A"** and made a part hereof. Said plan is hereby designated as the official Community Redevelopment Plan for this part of the Community Redevelopment Area.

Section 2. Upon the effective date of this ordinance, the Community Redevelopment Plan for Port Orange Town Center, as amended, shall be deemed in full force and effect for the Community Redevelopment Area. The Community Redevelopment Agency for Port Orange Town Center shall carry out the Community Redevelopment Plan in accordance with its terms.

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

Section 4. If any part of this ordinance is held to be unconstitutional, invalid or unenforceable for any reason, such holding shall not affect the constitutionally, validity or enforceability of the remainder of this ordinance, which shall remain in full force and effect.

Section 5. This ordinance shall take effect upon final adoption by City Council.

MAYOR DONALD O. BURNETTE

ATTEST:

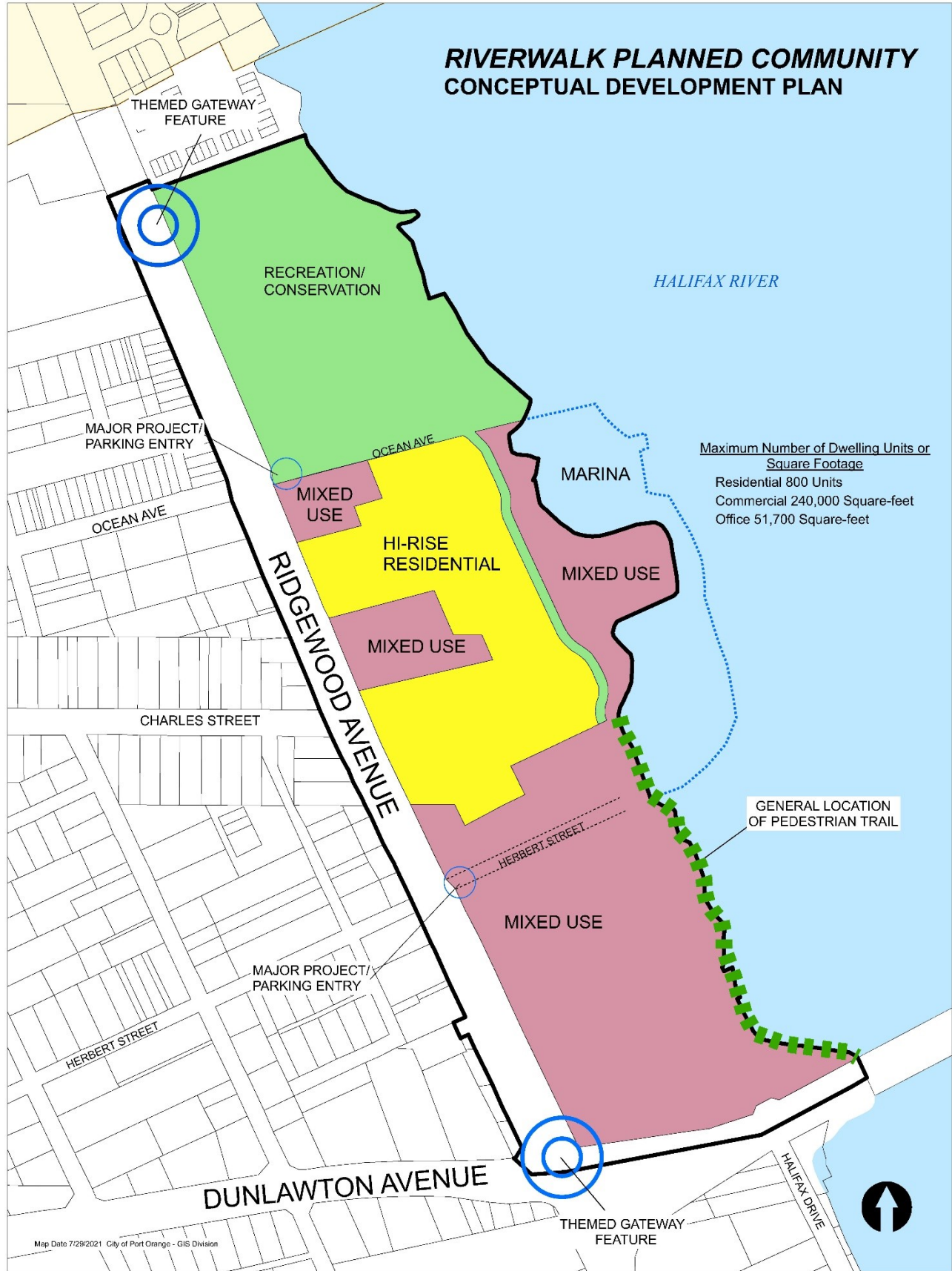
Robin L. Fenwick, MMC, City Clerk

Passed on first reading this _____ day of _____

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

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

EXHIBIT A





STAFF REPORT

Amendment to the Port Orange Town Center Community Redevelopment Plan Case No. 21-15000001

REQUEST:	Amend the Port Orange Town Center (POTC) Redevelopment Plan to modify the Riverwalk Planned Community Conceptual Development Plan (CDP) to further encourage the development of the Riverwalk area as a waterfront mixed-use destination along the Halifax River.
APPLICANT:	City of Port Orange
STAFF RECOMMENDATION:	Approval
STAFF CONTACT:	Penelope Cruz, Planner Manager (386) 506-5671
PLANNING COMMISSION DATE:	Recommended Approval (August 26, 2021)
PORT ORANGE TOWN CENTER CRA & CITY COUNCIL JOINT MEETING DATE:	September 21, 2021

INTRODUCTION

The proposed amendments to the Port Orange Town Center (POTC) Redevelopment Plan would modify the Riverwalk Planned Community Conceptual Development Plan (CDP) to continue implementing the redevelopment in the Riverwalk area: 1) remove limits to the amount of residential units and non-commercial square-footage that could be developed in pre-determined areas within the Riverwalk; 2) identify the general location of a public use trail along the Halifax River, between the current terminus and Dunlawton Avenue; and 3) expand the area for the marina project type.

The POTC Redevelopment Plan (A Plan for Town Center) was originally adopted in 1998 and amended in 2007, 2014, and 2016. The Plan currently envisions the Riverwalk project area as a walkable development along the Halifax River that includes commercial, office, residential, civic, and entertainment uses. The original development concept for Riverwalk has changed in recent years from having one developer establish a master plan for the entire Riverwalk area to a City park and multiple developers developing specific areas within the +/- 35-acre Riverwalk area to achieve the Plan.

The current focus of the Riverwalk project is on development of the ±10 acres of land currently owned by the City and Port Orange Town Center Community Redevelopment District (CRA) located at the south end of the Riverwalk area. On July 20, 2021, the City Council and CRA entered into a Real Estate Brokerage Agreement with Colliers International Florida, LLC to market and list for sale the City's and CRA's ±10 acres to potential developers for the development of a waterfront mixed-use destination along the Halifax River.

At the April 28, 2021 City Council Workshop, the City Council provided direction to staff to make the necessary changes to the CRA Plan and Land Development Code to support

the development of the City's and CRA's ±10-acre site as a waterfront mixed-use destination along the Halifax River that completes the Riverwalk public trail, provides residents with access to the Halifax River, and provides a desired commercial, office, residential, civic, entertainment, and water-based uses.

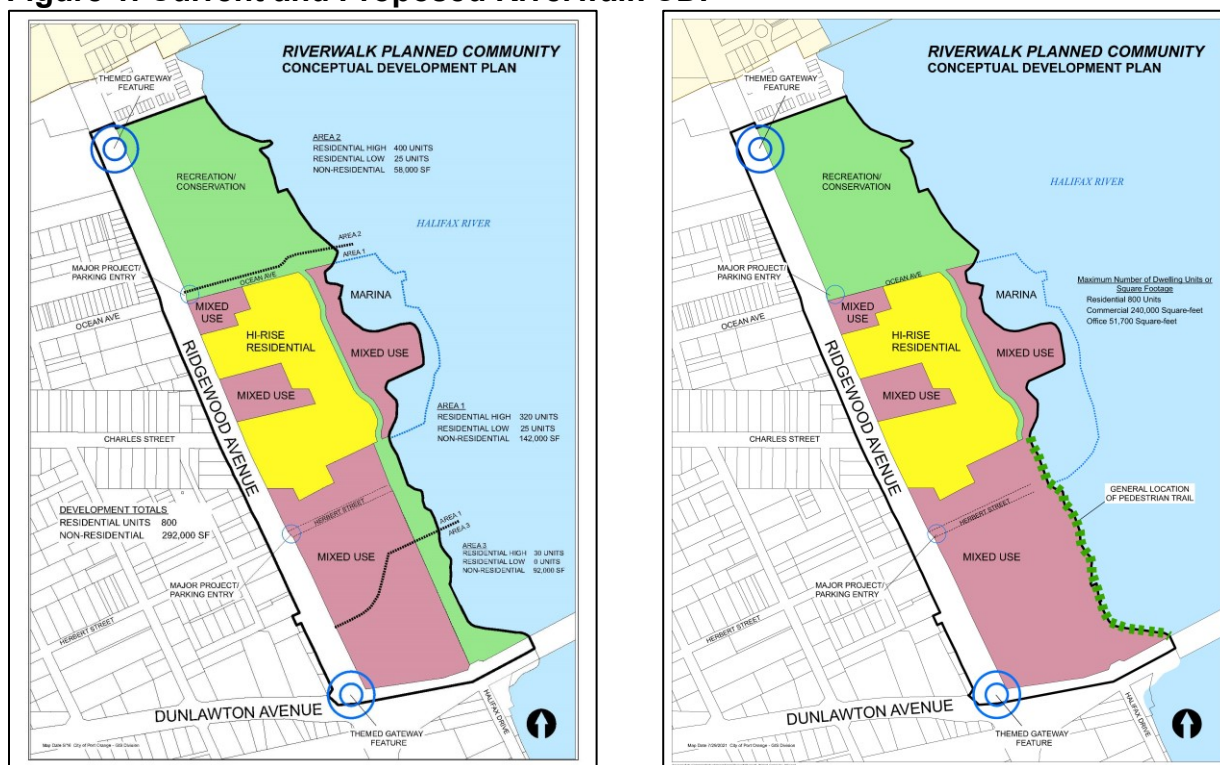
The proposed amendments to the CDP are intended to assist in the development of the last significant parcel within the Riverwalk area.

SUMMARY OF PROPOSED AMENDMENTS

The proposed amendment is to clarify the development parameters on the CDP as follows:

- 1) Remove the three "Area" labels on the CDP and the maximum number of dwelling units and office and retail square-footage allowed for each area as shown on the CDP. According to the City's Comprehensive Plan, a maximum of 800 residential units, 240,000 square-feet of commercial, and 51,700 square-feet of office is allowed to be developed in the ±35-acre Riverwalk area. The CDP currently divides the Riverwalk area into three (3) Areas and for each Area there is a maximum number of dwelling units and maximum amount of retail and office square-footage allowed. However, the maximum number of dwelling units and retail and office square-footage listed on the CDP for each Area did not correspond with current project types in each Area. For example, on the CDP it identifies the area north of Ocean Avenue that is currently developed as Riverwalk Park as "Area 1" and allows for the development of 425 dwelling units and 58,000 square-feet of non-residential uses. The CDP has been revised to remove the labels that identified the three "Areas" and call outs for each Area as to the maximum number of dwelling units and non-residential square-footage allowed. A note has been added to the CDP that provides the overall maximum number of dwelling units and office/retail square-footage allowed in the ±35-acre Riverwalk area according to the City's Comprehensive Plan.
- 2) Modify the area of the Recreation/Conservation project type for the southern portion of the Riverwalk Trail to a dashed line located along the shoreline and provide a note that the line identifies the general location of the required public use trail. The change is to identify that it is a requirement to continue the public use trail from the current terminus to Dunlawton Avenue for potential developers, but also provide flexibility in the where the trail is constructed (on land, over the water, or combination of both).
- 3) Expand the general area for the marina project type to extend further to the south to expand the opportunity to develop more water-based uses (marina, boat rentals, water taxi, etc.) to achieve the development of Riverwalk as waterfront mixed-use destination along the Halifax River.

Figure 1. Current and Proposed Riverwalk CDP



CONSISTENCY WITH THE COMPREHENSIVE PLAN

The proposed amendment is consistent with the intent of the Comprehensive Plan policies regarding the Riverwalk project being a walkable community along the Halifax River that includes commercial, office, residential, civic, and entertainment uses. The Comprehensive Plan states that development should create a unique riverfront location based on a healthy mix of entertainment, retail, office and housing uses and promote river-based activities and events to attract citizens and tourists.

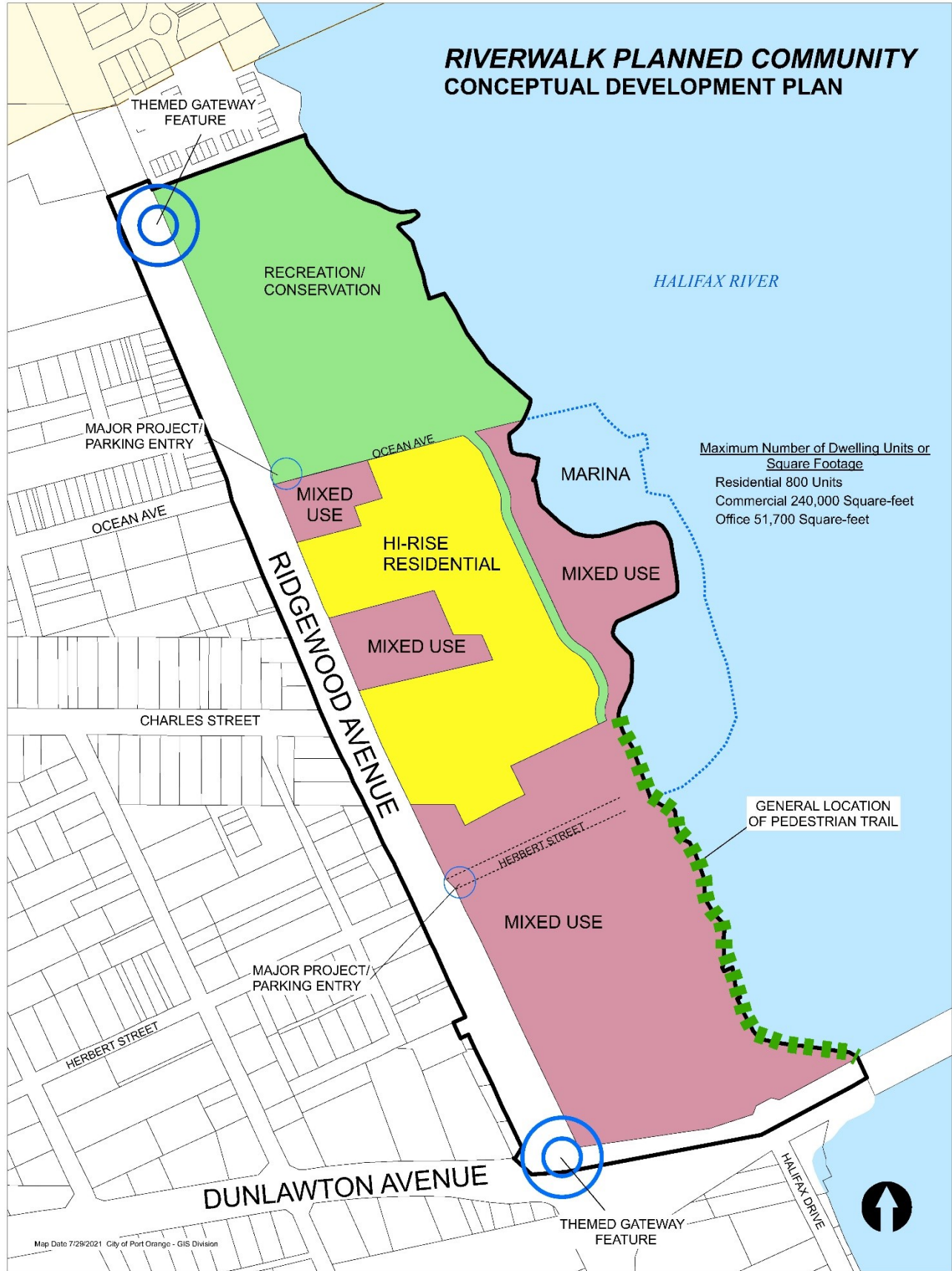
RECOMMENDATION

Approval of the proposed amendments to the Port Orange Town Center Redevelopment Plan.

ATTACHMENTS

Exhibit A – Proposed Port Orange Town Center Redevelopment Plan, Riverwalk Planned Community Conceptual Development Plan

EXHIBIT A





CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/5/2021

Consent item: No

SUBJECT: (F20) Second Reading Ordinance No. 2021-26 - LDC Amendment/
Chapters 2, 17, and 18 (Case No. 21-25000005)

DEPARTMENT: Community Development

GOAL: 4 - Economic Development

RECOMMENDED MOTION: CRA Motion: Move to recommend approval of the Ordinance 2021-26 amending to Chapters 2, 17, and 18 of the Land Development Code (LDC), as recommended by the Planning Commission.

City Council Motion: Move to approve Ordinance 2021-26, amending Chapters 2, 17, and 18 of the Land Development Code (LDC), , as recommended by the Planning Commission and POTC CRA.

SUMMARY: Planning Commission Recommendation (8/26/21): Recommended Approval (7-0)

The proposed amendments are intended to update the Riverwalk Overlay District (ROD) and the Planned Commercial-Riverwalk (PC-R) zoning district regulations in an effort to support the City's redevelopment efforts in the Riverwalk area. The Riverwalk Overlay District (ROD) was adopted in 2004 to limit the uses that could be developed on property adjacent to the City's ±35-acre Riverwalk area that would be inconsistent with the City's long-term vision of the Riverwalk area as a walkable mixed-used development along the Halifax River that includes commercial, office, residential, civic, and entertainment uses. The ROD is generally located on the west and east sides of Ridgewood Avenue, north of Meeker Place to the north City boundary. The proposed amendments to the ROD include adjustments to the overlay district boundary and minor changes that are simple clean-up items, address problems encountered when applying the code, or intended to support the City's redevelopment efforts within the overlay district, such as:

- Add the ROD boundary map to the Land Development Code (LDC).
- Update the list of permitted uses, uses with special development requirements, and prohibited uses.
- Clarify that a use not permitted in the ROD can be approved as a permitted use if the use is included in a Master Development Agreement (MDA) approved by the City Council.
- Update terms and uses that were revised with previously approved LDC

amendments for internal consistency.

The proposed amendments to the Planned Commercial Riverwalk (PC-R) zoning district include both minor changes, which are simple clean-up item amendments that address problems or issues encountered when applying the code, as well as changes that are intended to support the City's redevelopment efforts and the new approach to redeveloping the remaining vacant property within the ±35-acre Riverwalk area. The original development concept for Riverwalk has changed from having one developer establish a master plan for the development of the entire ±35-acre Riverwalk area to a City park and multiple developers developing specific areas within the ±35-acre Riverwalk area to achieve the Port Orange Town Center Plan objectives. However, the PC-R zoning district still has requirements based on the ±35-acre Riverwalk area being master planned that can impact redevelopment options for the remaining undeveloped areas. The proposed amendments to the PC-R zoning district are intended to support the City's redevelopment efforts within the ±35-acre Riverwalk area and include:

- Revise the total density and intensity (non-residential square-footage) entitlements to be consistent with the format in the City's Comprehensive Plan and the Port Orange Town Center Community Redevelopment Plan: 1) maximum of 800 residential units, 2) 240,000 square-feet of commercial, and 3) 51,700 square-feet of office. • Remove all references to a design manual and defer to the architectural requirements in Chapter 14 of the LDC.
- Remove references to master-planned infrastructure, such as a master stormwater management system and stormwater credits, as this was related to a prior vision for the entire ±35-acres to be master planned.
- Remove references to conditional certificates of occupancy and bonding of improvements and defer to the City's current process for issuing certificates of occupancy and bonding improvements.
- Remove references to the Riverwalk Parking Authority, parking standards manual, and parking credits as these items or requirements were related to a prior vision for the entire ±35 acres to be master planned.
- Remove duplicate text regarding public parks and recreation facilities.
- Add the following permitted uses for the Mixed-Use project type: outdoor fruit and vegetable or craft market, hotel, marina, water taxi, and medical office.
- Remove the section about interim conditional uses for the Mixed-Use project type that expired in 2014.
- Remove the list of prohibited uses in the Mixed-use and Hi-rise residential project types. This language is not needed as Chapter 17, Section 1 of the LDC states that if a use is not listed as a permitted use for a specific zoning district, the use is prohibited. Also, the other city zoning districts only list permitted uses and do not list prohibited uses.
- Revise dimensional requirements for mixed uses to remove requirements for the maximum and minimum number of stories a building must have and allow the existing maximum and minimum height requirements to regulate height; and reduce the minimum living area from 800 square-feet to 500 square feet based on current market trends and to add flexibility in design.
- Replace Figure 17:4 with the revised Riverwalk Planned Community Conceptual

Development Plan.

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 2021-26 with exhibit	Ord 2021-26.pdf
2.	Staff Report - ROD_PC-R Amendment	Staff Report - ROD_PC-R Amendment.pdf

Robin Fenwick

Created/Initiated - 9/23/2021

ORDINANCE NO. 2021-26

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE BY AMENDING SECTION 2 OF CHAPTER 2 RELATING TO DEFINITIONS; AMENDING CHAPTERS 17 AND 18 RELATING TO RIVERWALK OVERLAY DISTRICT (ROD) AND THE PLANNED COMMERCIAL-RIVERWALK(PC-R) ZONING DISTRICT REGULATIONS FOR THE PURPOSE OF SUPPORTING REDEVELOPMENT EFFORTS IN THE RIVERWALK AREA; AMENDING THE BOUNDARY OF THE RIVERWALK OVERLAY DISTRICT (ROD); PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

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 hereby amends Section 2 of Chapter 2 of the Land Development Code to read as follows:

Chapter 2 - DEFINITIONS AND INTERPRETATIONS

Section 2: - Definitions.

Outdoor fruit and vegetable or craft market. Outdoor market uses expressly permitted in the Riverwalk Overlay District. These uses are generally small-scale in nature, pedestrian oriented, tend to serve the everyday needs of residents of and visitors to the district, and are intended to occur within and help create an active streetscape environment in conjunction with outdoor seating, reduced or eliminated setbacks, and centralized off-site parking.

~~Riverwalk retail.~~ Retail uses expressly permitted in the Riverwalk Overlay District. These

~~uses are generally small scale in nature, and tend to serve the everyday needs of residents of and visitors to the district. The uses are typically pedestrian and/or entertainment oriented in nature, and are intended to occur within and help create an active streetscape environment in conjunction with outdoor seating, reduced or eliminated setbacks, and centralized off-site parking. Such uses may include, but are not limited to, bakeries, delicatessens, bookshops, and fruit and vegetable markets.~~

Section 2. The City Council hereby amends Section 25.5 of Chapter 17 of the Land Development Code to read as follows:

Chapter 17 – ZONING

Section 25.5: - Riverwalk Overlay District (ROD).

(a) *Purpose and intent.* The Riverwalk Overlay District is designed to promote the development and redevelopment of the Riverwalk Special Character District, in accordance with concepts outlined in the Port Orange Town Center Redevelopment Plan (POTCRP). The POTCRP calls for this area to be redeveloped as "an attractive, inviting and economically successful mixed-use environment that promotes a positive image and identify for the community." ~~More specifically, the Riverwalk Special Character District is envisioned as a mixed-use, water , pedestrian , and destination oriented district.~~

(1) The purpose of the Riverwalk Overlay District is to allow uses that support these goals, while prohibiting uses which, while normally permitted by the underlying zoning, would be contradictory to the stated goals and vision of the Riverwalk Special Character District and the POTCRP. It is also the intent of the Riverwalk Overlay District to continue to promote the modernization and beautification of the Ridgewood Avenue corridor and to protect the integrity of adjoining residential areas. The Riverwalk Overlay District is intended to accommodate a mixture of office and commercial uses ,~~and residential uses~~ based upon the redevelopment strategy for the Port Orange Town Center. The permitted ~~and special exception~~ uses shown are designed to be developed as a combination of uses on a single site, as opposed to conventional single-use, single-site development.

(2) It is acknowledged that certain properties lying within a portion of the Riverwalk Overlay District are already developed for uses that are prohibited from being established pursuant to the overlay district. It is the express intent of this provision to foster the continued economic viability of existing businesses in the Riverwalk Overlay District by allowing such existing developments to continue as legal, conforming uses. Therefore, properties that were developed with legal, conforming uses prior to the September 28, 2004 effective date of Ordinance No. 2004-28 establishing the Riverwalk Overlay Ordinance shall continue to be deemed and treated for purposes of zoning as legal conforming uses until such time as the underlying or overlay zoning is changed.

(3) The provision for legal conforming uses described in section 25.5, paragraph (a)(2) shall not apply to property within and east of Ridgewood Avenue and within and north of Dunlawton Avenue. Said property shall be governed by chapter 17, section 30 and the Land Development Code as otherwise applicable.

(b) *Location.* The boundaries of the Riverwalk Overlay District shall be as shown on Figure 17 below (Special Character Districts) of the Port Orange Town Center Redevelopment Plan, as may be amended from time to time.

Figure 17
Riverwalk Overlay District (ROD) Boundary



(c) *District regulations.* The type of permitted uses or special exceptions allowed shall be determined according to the underlying zoning classification. Additional requirements,

allowances and/or restrictions may be found within the regulations for the Riverwalk Overlay District. All proposed projects must comply with any other applicable regulations of the City of Port Orange. When regulations contained within the underlying zoning district conflict with regulations detailed in the Riverwalk Overlay District, the requirements in the Overlay District shall control. ~~Examples for applying the requirements of the Riverwalk Overlay District are found below.~~ For an example, a property owner within the Riverwalk Special Character District, whose property has an underlying zoning of "RD" (Ridgewood Development District) wants to open a motor vehicle service station. Motor vehicle service stations are a permitted use within the "RD" zoning district. However, the use is expressly prohibited within the "ROD" (Riverwalk Overlay District). Therefore, the use would not be allowed.

~~Example B: A property owner within the Riverwalk Special Character District, whose property has an underlying zoning of "CC" (Community Commercial), wants to construct a three-story building with retail on the first floor and residential units on the top two stories. Multifamily dwellings are not a permitted or special exception use within the "CC" zoning district. However, mixed-use multifamily dwellings are permitted with special development requirements in the Riverwalk Overlay District. Therefore, the regulations in the "ROD" would be applied and the property owner would be able to construct the proposed mixed-use building.~~

~~Example C: Bars, lounges and nightclubs are a special exception use within the "RD" (Ridgewood Development) Zoning District. The special exception criteria that must be met in order for approval to be granted are outlined in chapter 18, subsection 3(b)(3), LDC. Bars, lounges and nightclubs are also special exception uses within the "ROD." However, special, separate criteria have been developed specifically for this type of use within the overlay district. In this scenario, the criteria listed in chapter 18, subsection 3(b)(2.5), LDC, would apply.~~

~~(d) Permitted uses (RD, CC, PO, PCD, GPU).~~ In addition to the uses permitted by the above underlying zoning districts, the following additional uses are also permitted within the Riverwalk Overlay District. These additional uses only apply to those properties located within one of the above underlying zoning districts:

- ~~(1) Bed and breakfast inns.~~
- ~~(2) Internet cafes.~~
- ~~(3) Medical offices/clinics.~~
- ~~(4) Parking garages.~~
- ~~(5) Professional offices.~~
- ~~(6) Riverwalk Retail:~~
 - ~~(a) Antique shops.~~
 - ~~(b) Apothecaries.~~
 - ~~(c) Bakeries.~~
 - ~~(d) Bookshops.~~
 - ~~(e) Boutiques.~~
 - ~~(f) Coffee shops.~~
 - ~~(g) Delicatessens.~~
 - ~~(h) Fruit and vegetable markets.~~
 - ~~(i) Ice cream parlors/soda fountains.~~
 - ~~(j) Neighborhood markets.~~

~~(k) Newsstands.~~

(e) *Permitted uses with special development requirements (chapter 18, section 4) (RD, CC, PO, PCD without active MDA, GPU).*

In addition to the uses permitted by the above underlying zoning districts, the following additional use is also permitted with special development requirements within the Riverwalk Overlay District. ~~This~~These additional uses ~~only apply~~ies to those properties located having at least one of the above underlying zoning district designations:

- ~~(1) Mixed-use multi-family dwellings (subsection 9.6).~~
- (1) Motor vehicle and boat storage facilities, indoor (subsection 9.77).
- (2) Off-site parking lot (subsection 10.75).
- (3) Outdoor fruit and vegetable or craft markets. (subsection 12.3).

~~(f) *Special exception uses (chapter 18, section 3) (RD, CC, PO, PCD, GPU).* In addition to the special exception uses permitted by the above underlying zoning districts, the following additional uses are also permitted within the Riverwalk Overlay District. These additional uses only apply to those properties located within one of the above underlying zoning districts:~~

- ~~(1) Bars, lounges and night clubs (subsection 2.5).~~
- ~~(2) Game/recreation facilities (subsection 7.5.).~~
- ~~(3) Houses of worship (subsection 8.5).~~
- ~~(4) Manufacturing: craftsman shop (subsection 9.4).~~
- ~~(5) Tobacconists (subsection 20.5).~~

~~(g) *Prohibited uses.* The following uses, otherwise permitted within the RD, CC, PO, and PCD, without an executed master development agreement, and PC-R-GPU zoning districts, shall be expressly prohibited as principal uses, with the exception of drive-thru facilities, which shall be prohibited under any circumstance (either as a principal or accessory use), within the Riverwalk Overlay District, unless specifically approved by City Council as part of a PCD:~~

- (1) Appliance/electronic repairs shops.
- (2) Assisted living facilities.
- (3) Auction houses.
- (4) Boat repair.
- (5) Boat sales.
- (6) Cemeteries.
- ~~(7) Childcare centers.~~
- ~~(8) Commercial/industrial equipment and supplies.~~
- ~~(9) Construction contractor's yard and storage and home improvement contractor.~~
- ~~(10) Convenience stores, with or without fuel operations.~~
- ~~(11) Drive-thru facilities.~~
- ~~(12) Equipment rentals.~~
- ~~(13) Fleet-based services.~~
- ~~(14) Fortunetellers, astrologers, and palm readers.~~
- ~~(15) Funeral homes.~~
- ~~(16) Greenhouses and nurseries (wholesale and retail).~~
- ~~(17) Guyed, and lattice, camouflaged and monopole communication towers.~~
- (17) House of worship.
- (18) Hospitals.
- (19) Maintenance contractors.

- (20) Manufacturing: fabrication.
- (21) Mini-warehouses.
- (22) Mobile home sales.
- ~~(23) Motor vehicle and boat storage facilities~~
- ~~(24)~~ (23) Motor vehicle repair facilities.
- ~~(25)~~ (24) Motor vehicle sales.
- ~~(26)~~ (25) Motor vehicle service centers.
- ~~(27)~~ (26) Motor vehicle service stations.
- ~~(28)~~ (27) Nursing homes.
- ~~(29)~~ (28) Office/warehouse facilities.
- (29) Outdoor motor vehicle and boat storage facilities.
- (30) Pawn shops.
- (31) Public utility stations/plants.
- (32) Retail home building materials.
- (33) Tattoo parlors establishment.
- (34) Taxidermy.
- (35) Veterinary clinics.
- (36) Wholesalers and distributors.
- (37) Xerographic and offset printing.

Section 3. The City Council hereby amends Section 30 of Chapter 17 of the Land Development Code to read as follows:

Chapter 17 – ZONING

Section 30: - Planned community—Port Orange Riverwalk (PC-R) district.

(a) *Zoning and development.*

- (1) *District.* The following regulations provide the zoning and development framework for the Planned Community—Port Orange Riverwalk (PC-R) zoning district. This area is identified on the city's future land use map of the comprehensive plan as planned community no. 2. The PC-R zoning district meets the locational criteria identified in section 28(b) above, as well as in the future land use element of the city's comprehensive plan. The approved macro conceptual development plan for the PC-R zoning district is shown in Figure 17:4.
- (2) *Area.* The PC-R zoning district encompasses the approximately 35-acre area adjacent to the Halifax River inclusive of all lands lying east of U.S. 1/Ridgewood Avenue, north of S.R. 421/Dunlawton Avenue and south of the Intercoastal Villas at the city's northern corporate boundary. This area is part of the Riverwalk Special Character District as designated by the Port Orange Town Center Redevelopment Plan, adopted by Ordinance No. 1998-78 in December 1998. Essential to the realization of the redevelopment objectives for the Riverwalk Area is the transformation of the Halifax River shoreline into a linear park, inclusive of a boardwalk promenade, for the use and enjoyment of the public into perpetuity.
- ~~(3) *Project areas/micro regions.* The redevelopment within PC-R will occur in a series of three mixed-use micro regions or project areas. These areas are depicted in Figure 17:4. The developer, prior to the commencement of construction within a project area, shall prepare a~~

~~comprehensive project area plan consistent with the conceptual development plan and including subdivision and/or site plans. In the event that the developer does not have authority for all property owners within the project area, the project area plan shall identify such areas as future phases. The project area plan shall include the access, utility and other infrastructure connections and easements designed to serve the future phases of the project area plan. The developer shall be required to obtain city council overall development approval of the project area plan. Phasing of construction within a project area is permissible, if approved as part of the overall project area plan. To help achieve the redevelopment goals for the Riverwalk District as expressed in the Port Orange Town Center Redevelopment Plan, flexibility to transfer development entitlements between project areas is permissible. Up to ten percent of the development entitlements for the entire planned community may be transferred from one project area to another, if approved as part of the overall project area plan. The project area entitlements are shown in Figure 17-4. If an applicant submits a conceptual plan and master development agreement as permitted in section 30(a)(5), the submittal and approval by city council of a comprehensive project area plan is not required.~~

- (34) *Project types.* The zoning regulations within PC-R contain district-wide regulations as well as regulations that are differentiated among five project types. Each of these project types have specialized development guidelines to reflect the unique characteristics and goals for that type of development. The five project types within PC-R are:
- a. Hi-rise residential
 - b. Mixed-use (including low-rise residential)
 - c. Recreation/conservation
 - d. Marina
 - e. Streetscapes
- (45) *Application for conceptual plan and master development agreement.* The conceptual plan and master development agreement allows unique and innovative land development proposals for property, by establishing development parameters, conditions, and requirements. If the conceptual plan and master development agreement fails to address a particular subject or requirement, the requirements of the city's land development code shall control.
- (a) Application shall be made to the department utilizing the form provided by the department for that purpose and accompanied by the appropriate review fee.
 - (b) *Review of application materials.* Within two working days of the receipt of an application, the department shall determine whether the submittal is complete. Incomplete submittals shall be returned to the applicant with the deficiencies noted in writing. Re-application shall be accompanied by a re-application fee as adopted by resolution of the city council.
 - (c) *Initiation of development review.* When an application is determined to be complete or substantially complete, it shall be reviewed by the staff development review committee (SDRC).
 - (d) *Conceptual development plan.* The applicant shall provide a conceptual development plan, drawn at a scale of no smaller than one inch equal to 100 feet. The plan shall show the development potential of the site, including natural and manmade conditions,

constraints, and opportunities, and contain the following information, when applicable. An asterisk (*) denotes information which may be waived by the applicant for purposes of approval of the conceptual plan exhibit of the master development agreement. If any of the denoted information is not provided, the conceptual plan exhibit shall not be considered to satisfy the requirements for a site plan or subdivision plan submittal, and full compliance with the procedure for approval of the latter shall be required. The conceptual plan shall be prepared according to the following standards.

- (1) Project name, date, north arrow, and the legal description, boundary dimensions and area in acreage of the property;
- (2) Name and address of owner, surveyor, engineer, and any other professional consultants involved with the generation of the plan information. If the property is owned by a corporation, company or partnership, the name and address of the president and secretary, and the state of incorporation shall be provided;
- (3) A vicinity map drawn to scale showing the zoning of the area and the relationship of the subject property to surrounding development;
- (4) Proposed common areas, drainage areas, conservation areas, lot lines (*) and lot dimensions (*);
- (5) Proposed street names and lot numbers (*);
- (6) Acreage in lots, drainage areas, common areas, streets and other uses, and the minimum lot size, average lot size (*) and total number of lots (*);
- (7) Existing topography shown in one-foot contours and delineation of flood insurance rate map flood zones;
- (8) Environmental assessment providing delineation of all wetlands, wooded areas, vegetative communities and listed species habitats; general description of the character of such wetlands, wooded areas, vegetative communities and listed species habitats; and a tree survey in accordance with requirements of this code (*);
- (9) The location of existing and proposed buildings, utilities, roads, easements or other improvements on the property, and all roads, lot lines, and abutting property owners within 150 feet of the subject property;
- (10) A soils report including one percolation test per ten acres with one or more eight-foot deep soil boring(s) at each percolation test site (*);
- (11) Statement that compliance with the land development code may necessitate modification of the conceptual plan;
- (12) Soil types, drainage basins and natural drainage patterns;
- (13) General character, size and location of buildings, parking and loading areas, bufferyards and landscaped areas for each proposed land use;
- (14) Site data for each land use and parcel to verify that requirements of the master development agreement have been satisfied;
- (15) General location, size and function of open space areas to verify that requirements of the master development agreement and this section have been satisfied;

- (16) One copy of the computer disk(s) depicting the proposed development layout, including the streets and lots, for projects prepared on an appropriate computer-aided drafting (CAD) system; and
 - (17) Any other information deemed pertinent by the department, planning commission or city council.
- (e) *Master development agreement.* The agreement shall contain and/or address the following information, when applicable. The master development agreement shall be prepared according to the following standards.
- (1) Permitted uses and special exceptions.
 - (2) Minimum dimensional requirements. Such requirements shall include lot area and width, setbacks, building height, minimum floor area, spacing between buildings, maximum building coverage, minimum landscaped area and any other dimensional information pertinent to the project.
 - (3) Landscaping, parking and signage requirements when unique or different from those described in this development code.
 - (4) Architectural controls. Such controls shall provide for a common architectural theme to be applied to all structures.
 - (5) Project phasing.
 - (6) Landowners association. An association or unified collective of individual associations shall be established to provide for maintenance of common area facilities and to enforce the specific restrictions established by the association.
 - (7) Maximum number [of] building lots if applicable.
 - (8) Improvements to infrastructure which may be required in addition to those specified by this code or at an earlier time than would otherwise be determined by this code.
 - (9) Statement that compliance with the environmental preservation code may necessitate modification of the conceptual plan.
 - (10) Expiration date.
 - (11) Statement of ownership and legal description.
 - (12) Any other information deemed pertinent by the department, planning commission or city council.
- (f) *Application review process.*
- (1) Staff development review committee (SDRC). All applications shall be reviewed by the SDRC, and members' comments shall be delivered and discussed at a SDRC meeting. Formal comments of the SDRC shall be transmitted in writing to the applicant no later than three working days after the meeting.
 - (2) Resubmittal of the revised conceptual plan and master development agreement. The revised conceptual plan and master development agreement shall be submitted no later than 60 days after the original SDRC meeting review. The revised conceptual plan and master development agreement shall be reviewed by the SDRC members, with findings reported by the department to the planning commission for

their consideration.

(g) *Approval of application for conceptual plan and master development agreement.*

(1) *Planning commission action.* The planning commission shall consider the conceptual plan and master development agreement at a regularly scheduled meeting to determine if the application meets the requirements of this code. Upon consideration of the comments of the SDRC and public, the commission shall take one of the following actions:

(a) Table the consideration of the application until their next regularly scheduled meeting to allow for the resolution of outstanding issues. No application shall be tabled more than one time in the presence of the applicant by the planning commission.

(b) Recommend that the application be denied.

(c) Recommend that the application be approved.

(d) Recommend that the application be approved with conditions.

(2) *Community Redevelopment Agency (CRA) for Port Orange Town Center action.* The town center CRA shall consider the conceptual plan and master development agreement at a scheduled meeting. The town center CRA shall determine if the conceptual plan and master development agreement are consistent with the adopted community redevelopment plan for Port Orange Town Center.

(3) *City council approval.* The city council shall consider the conceptual plan and master development agreement at a regularly scheduled meeting, and determine if the application meets the requirements of this code. Upon consideration of the comments of the department, the public, the recommendation of the planning commission and the consistency determination by the Community Redevelopment Agency of Port Orange Town Center, the city council shall take one of the following actions:

(a) Table the consideration of the application to allow for the resolution of outstanding issues.

(b) Deny the application.

(c) Remand the application back to the planning commission.

(d) Approve the application.

(e) Approve the application with conditions.

(h) *Execution of master development agreement.* The second reading of the ordinance for the conceptual plan and master development agreement shall not take place until the developer has provided an executed copy of the master development agreement to the city clerk. The document shall be a fully corrected copy which addresses all issues

discussed prior to the scheduled second reading. The document shall also include reduced copies of the revised conceptual plan exhibits. If there are no additional requirements, corrections or conditions attached by the city council at the second reading, the executed document shall be signed by the city clerk and mayor and forwarded to the county clerk for recording. If there are additional requirements, corrections or conditions attached by the city council at the second reading, the applicant shall revise the agreement and conceptual plan and return the documents to the department within 30 days for execution and recording. The requirement to return the document within 30 days shall be specified by the city council as a condition for approval of the conceptual plan and master development agreement.

- (i) *Failure to provide timely resubmission.* Failure to meet any of the resubmission deadlines cited above shall require the filing of a new application, including the appropriate review fees.
 - (1) *Extension of resubmittal deadlines.* The administrative official may extend the deadlines cited above, when warranted by unforeseeable events. A request for extension shall be filed in writing with the department explaining the circumstances justifying the extension.
 - (j) *Final development plan approval.* Unless otherwise noted within the development agreement, final development approval for subdivisions or site plans within the PC-R shall be required in accordance with the general procedures established by this code. Conceptual plan exhibits of the master development agreement which fully satisfy the requirements for site plan or subdivision plan submittal shall be considered as such.
 - (k) *Expiration of master development agreement.* Any master development agreement executed and recorded after the adoption of this development code shall be required to include an expiration date or series of expiration dates tied to specific improvements or phases. Such date(s) shall be determined based upon the size of the project, the installation of physical improvements, and any other factors pertinent to the specific proposal. If the city should determine that the developer has failed to satisfy the requirements necessary to avert expiration, the development agreement shall be considered null and void, and approval of any additional final development plans for the PC-R shall not be permitted without resubmission and approval of a new development agreement in accordance with the procedures established in this development code.
 - (l) *Amendments to the master development agreement and/or conceptual development plan.* Subsequent to execution and recording, the master development agreement and/or conceptual development plan may be amended at any time upon mutual agreement of both the city and the appropriate amending party, unless otherwise provided in the agreement. Application for amendment of the master development agreement and/or conceptual development plan shall be made to the department utilizing the form provided by the department for that purpose and accompanied by the appropriate review fee. Amendment shall completely restate the original agreement along with the language for the requested amendment. Upon receipt of the application by the department, the amendment shall be placed on the next available SDRC agenda. Subsequent to action by the planning commission and town center CRA, final review and approval shall be requested by the city council.
- (b) *District-wide regulations for PC-R.*

- (1) *Development entitlements.* Consistent with the future land use element of the city's comprehensive plan, the maximum development entitlements granted by development orders within the Planned Community—Port Orange Riverwalk (PC-R) shall not exceed 800 residential units, 240,000 square feet of commercial uses, and 51,700 square feet of office uses. ~~and 292,000 gross leasable square feet of non-residential development. Of the maximum 800 total residential units, the maximum number of Hi-Rise Residential units shall be 720 units.~~ Parking garages and recreation facilities within public spaces shall not count towards overall development entitlements. Buildings for other institutional, civic and quasi-public uses shall count as part of the overall non-residential development.
- (2) ~~*Entitlement allocation.* Entitlements shall be allocated based upon an approved project area plan and in conformance to the entitlement allocation formula. The allocation shall not exceed the "Adjusted Ownership Entitlement" (AOE) calculated in accordance with the entitlement allocation formula. The entitlement allocation formula shall be computed using the following defined components:-~~

Acreage owned in project area-	(AO)-
Total acreage in project area-	(TA)-
Ownership percentage in project area-	(OP)-
Entitlement allocation for project area-	(EA)-
Existing uses in project area-	(EU)-
Adjusted ownership entitlements-	(AOE)-

~~Entitlement Allocation Formula:-~~

~~Step One:-~~

$$\text{---} = \text{---} \times \text{OP}$$

~~Step Two:-~~

$$\text{OP} \times (\text{EA minus EU}) = \text{AOE}$$

~~The property acreage owned (AO) divided by the total acreage in the project area (TA) shall equal the ownership percentage (OP). The ownership percentage (OP) times the remainder of the entitlement allocation to the project area (EA), after subtracting the existing uses in the project area (EU) shall equal the adjusted ownership entitlement (AOE).~~

- (23) *Design guidelines.* To realize the new-urbanism characteristics envisioned for the Riverwalk area, all development shall incorporate mixed-use concepts. ~~Infrastructure shall be master-planned by a master developer, subject to approval by the city, for the entire PC-R area to ensure adequate facilities to support the density/intensity of the private development as well as the civic functions and special events that will be staged in the public spaces along the Boardwalk and elsewhere in the district.~~ A compact, urban pattern, and the prioritization of pedestrian and public modes of transportation over private automobile use shall prevail. No drive-thru facilities, such as those commonly found at banks, fast-food restaurants and drug stores shall be permitted, unless approved by the City Council as part of a Master

Development Agreement. The design of buildings and public spaces shall convey a sense of quality, permanence and unique place-making. Waterfront views and a celebration of the city's riverfront through waterfront views and water-oriented uses are encouraged.

- ~~(4) *Design manual.* All construction within PC-R shall comply with the Riverwalk Planned Community Design Manual as formally adopted by the city council. Where conflict exists between the design manual and any other provision of the land development code or city standard construction details, the Riverwalk Planned Community Design Manual shall prevail. Where the Riverwalk Planned Community Design Manual is silent on an issue, the LDC or standard construction details shall apply. Any deviation from the adopted design manual shall be clearly noted as such on all plans, specification and shop drawings at the time of initial submittal. If inadvertent deviations in design are not so noted, the standards set forth in the Riverwalk Planned Community Design Manual shall prevail.~~
- ~~(35) *Expedited review and approval.* All applications and requests for development related approvals, including building permits and inspections, shall be granted expedited status, pursuant to chapter 20 (2)(g) of this code. For each development within the Port Orange Riverwalk Planned Community, the city manager shall designate a staff person to serve as the city's project manager.~~
- ~~(6) *Certificates of occupancy.* Certificates of occupancy may be conditionally granted upon satisfactorily completing all final building and life safety code inspections, and when access to the building does not pose any public safety hazards and the structures and site facilities serving the structures are substantially completed. Landscaping of private spaces and public spaces adjacent to private developments may be phased as part of the overall project area approval. Bonding of remaining site and building improvements shall be required in accordance with the bonding provision in section 30(b)(6) of this code.~~
- ~~(7) *Bonding of code required improvements.* Bonding of remaining building, on-site and off-site improvements may be authorized to permit the issuance of a conditional certificate of occupancy. On or before the issuance of the conditional certificate of occupancy the developer shall execute a site improvement agreement in the form approved by the city attorney and shall bond the cost of completion in an amount equal to 150 percent of the engineer/architect/landscape architect's estimate of probable cost for all remaining improvements. On or before council's approval of the agreement, the developer shall provide the city with the appropriate easement(s) and/or other legal authority to enter the property to ensure that the required improvements can be constructed. In the event the developer fails to complete the improvements within 60 days of issuance of the conditional certificate of occupancy, then the city may notify the surety and demand completion of the improvements. The surety shall process of a rating from A.M. Best Company of at least AAA.~~
- ~~(48) *Parking and access/mandatory purchase of parking credits.*~~
 - ~~a. On-site parking may be allowed in the PC-R district based upon a site plan of one acre or more prepared by the developer, consistent with the urbanism goals of the Riverwalk Project and the city's ordinance adopting the parking standards manual. In the event that the developer desires to purchase parking credits from the Riverwalk Parking Authority, then the credits may be acquired from the Riverwalk Parking Authority based upon availability subject to all other committed uses. Each project area shall be evaluated for parking demand generation based upon the specific combination of uses proposed within that project area. All code required parking obligations not met by on-site parking shall be~~

~~met through the purchase of parking credits for access to spaces within multi-modal transportation facilities owned and operated by the Riverwalk Parking Authority.~~

- ~~a~~b. For Hi-Rise Residential developments, each residential unit shall be assessed a parking demand of 1.5 parking spaces per unit. Each Hi-Rise development shall be allowed to provide a portion of its parking in up to two levels of private parking between the finish grade and below the first floor of residential units, ~~and up to 12 surface spaces near the building entrance. No less than three tenths (.3) of one vehicular parking space per unit in each Hi-Rise Residential development shall be provided through the purchase of parking credits from the Riverwalk Parking Authority.~~
- b. Parking for other uses shall comply with Chapter 12 of the Land Development Code.
- ~~c.~~ For Mixed-Use developments, each use shall be required to provide for the number of parking spaces as established in the parking standards manual.
- ~~d.~~ Parking credits means the unit or price of a share of the parking facilities, including the costs of land as defined in the parking manual, design, permits, and construction of the parking facilities serving the Riverwalk Project Area. The price for parking facilities credits shall be determined at the time of construction. The formula for the credits shall be as follows: the total cost for the fair market value of land, design, permits and constructing the parking facility improvements plus accrued interest divided by the total number of parking spaces equals the cost of one parking space or one parking credit. To the extent available, the developer may purchase parking credits to provide the additional parking required for the private facilities.

(59) *Transportation concurrency exception area (TCEA) mobility enhancements.*

- a. Notwithstanding the exemption from the transportation concurrency review procedures of chapter 4, section 2 of this code, all developments within PC-R shall fund and/or construct operational improvements to the city's transportation system to ensure the continued safety and efficiency of the transportation system and to mitigate the transportation impacts of their proposed development. The city shall enact a special assessment or other funding mechanism specifying the TCEA programs and improvements. Prior to the adoption of the funding mechanism the developer shall pay a minimum of five percent above the applicable transportation impact fees (city and county). The developer shall be credited with the minimum payment in the special assessment. Developer participation in transportation system management (TSM) and transportation demand management (TDM) programs and improvements shall be required as part of the mitigation strategies for all developments.
- b. A traffic impact analysis (TIA), as required according to the latest adopted River two Sea Transportation Planning Organization TIA guidelines, ~~shall be submitted~~ required for all developments to determine the level of impact for which mitigation shall be required. Operational improvements may include, but not be limited to, the addition of turn lanes, deceleration lanes, signage, signals and pavement markings. The TIA shall identify and analyze the multi-modal mobility enhancements that the developer intends to utilize to address impacts of the development, including but not limited to; new or expanded public transit facilities, ~~community trolley/shuttle facilities and services~~, water-taxi facilities and services, ~~and new or enhanced roadway system networks~~, and bike paths and sidewalks, including the Riverwalk Boardwalk/Urban Trail.

~~c. Additionally, all developments shall be required to adhere to the "complete streets" policy (Policy 4.1.9 of the Transportation Element of the Comprehensive Plan) design standards. All developments shall provide the following as required by the city:-~~

- ~~1. Safe and convenient on-site pedestrian circulation such as sidewalks and crosswalks connecting buildings, parking areas and existing or planned public sidewalks;-~~
- ~~2. Cross access connections/easement and/or joint driveways;-~~
- ~~3. Dedication of land and/or easements for the construction of public sidewalks and mass transit facilities;-~~
- ~~4. Project entrances, bus shelters, bicycle facilities, sidewalks, and streetscape enhancements.-~~

~~cd.~~ Any developer-funded improvements required by this section shall be constructed prior to issuance of a certificate of occupancy for the development. When a cash payment is accepted by the city in lieu of actual construction of improvements, payment shall be submitted to the city prior to the issuance of development permits.

~~(10) Stormwater management/mandatory purchase of stormwater credits.~~

- ~~a. Each development in PC-R shall be required to participate in the master planned stormwater management system, and shall be required to purchase stormwater credits from the city to participate in that system.-~~
- ~~b. Stormwater credits means the unit or price of a share of the stormwater system planned for offsite mitigation. The stormwater credit price would be determined at the time of construction. The formula for the credits shall be as follows: the total cost of the improvements plus accrued interest divided by the total amount of impervious area needed to be treated equals the value of one credit. To the extent available, the developer shall purchase stormwater credits for the developer's share of impervious area in the entire Riverwalk Project Area. The total cost of improvements shall include the fair market value of land, design, permits and construction of the off-site stormwater system.-~~

~~(11) Signage/way finding. Signage of all types, including street banners, shall be regulated by the design standards of the Riverwalk Planned Community Design Manual. Where conflicts exist between chapter 14 of this code and the Riverwalk Planned Community Design Manual, the design manual shall prevail.-~~

~~(12) Construction signage. In addition to the construction signage otherwise authorized by this code, construction signage promoting site development within PC-R may be approved in accordance with the design manual. Such signage shall be designed with high quality images and lettering and shall be incorporated into the site construction fencing.-~~

~~(13) Landscaping. For developments within PC-R, the landscape design standards contained within the Riverwalk Planned Community Design Manual shall supersede all other landscape standards of this code, with the exception of countywide minimum standards.-~~

~~(14)~~ *Tree preservation.* Tree mitigation, as required by this code, shall be computed and shall be accounted for on a project area basis. Up to 50 percent of the required mitigation for tree removal may be authorized by the city for reforestation of public areas, as part of a project area plan. Required tree mitigation within a project area may be deferred from one phase to another, but shall be completed prior to the issuance of the certificate of occupancy for the last building or building shall within the project area.

~~(715)~~ *Lighting/illumination.* Lighting within PC-R shall be consistent throughout the district and shall be regulated by the design standards of the first approved development within the district ~~Riverwalk Planned Community Design Manual.~~

~~(16)~~ *Special roadway corridor provisions.* The U.S. 1/Ridgewood Avenue and S.R. 421/Dunlawton Avenue corridors shall be enhanced by a revitalized streetscape program that includes the placement of all overhead utility lines underground. The roadway segments adjacent to each project area shall be improved as offsite required improvements for the project area, consistent with the typical roadway cross sections contained within the Riverwalk Planned Community Design Manual.

~~(817)~~ *Finished floor elevation.* Elevation 9 mean sea level is hereby established as the minimum finished floor elevation for all structures within PC-R.

~~(18)~~ *Public parks and recreation facilities.*

- a. ~~Public parks and recreation facilities, including amenities such as open space, boardwalks, trails, plazas, open air theaters, historical displays, fountains, kiosks, piers, public art, kayak/canoe launches, water related uses, play areas, sensory gardens, trail heads, community centers, stages, picnic shelters and other related facilities also including accessory uses such as restrooms, concessions, storage areas, administrative offices, parking and other accessory uses shall be permitted in all project types.~~
 - b. ~~Public parks and recreation facilities shall be developed consistent with a project area plan approved by city council. If the city has not adopted a design manual, parking manual or infrastructure master plan for the PC-R district, public parks and recreation facilities shall be developed consistent with current standards in the recreation (REC) zoning district and other applicable standards in the city Code of Ordinances, Land Development Code, standard construction details and other existing regulations for items such as stormwater, water, sewer, parking, transportation, underground placement of overhead utilities, signage, landscaping, architecture/design requirements and for other improvements.~~
- (c) *Hi-Rise Residential.* The Hi-Rise Residential development shall comply with the district-wide regulations and the following regulations for on-site improvements.
- (1) *Permitted uses.* Multi-family residential dwelling units up to 60 dwelling units/acre and ancillary retail, office and personal service uses, including, but not limited to, cafe, snack bar, bakery, deli, newsstand, ATM, hair salon, fitness center and florist.
 - (2) *Permitted uses with special development criteria.* None.
 - (3) *Conditional uses.* None.
 - (4) *Prohibited uses.* Drive-thru lanes for ancillary uses.

Max. building height	15 stories of residential over two levels of parking (Not to exceed 175 feet from required finished floor elevation)
Min. building height:	4 stories (45 ft.)
Min. lot size:	5 acres
Min. lot width:	500 ft.
Min. living area:	1,200 sq. ft. per unit
Max. impervious coverage:	80 percent
Setbacks for all structures:	
West	100 ft. from U.S. 1
North	0 ft.
South	0 ft.

East	75 ft. min. from seawall
Streetscape	Min. 10 feet along street frontages and consistent with the design manual

(5) *Dimensional requirements.*

- (d) *Mixed-use.* The mixed-use development shall comply with the district-wide regulations and the following regulations for onsite improvements.

(1) *Permitted uses.*

Bars, lounges, and nightclubs

Hotel

Marina

Outdoor fruit and vegetable or craft market

Residential uses up to 32 dwelling units/acre

Professional and medical offices (2nd floor and above only)

Retail uses

Personal services

Restaurants

Public/civic facilities

Water taxi service

(2) *Permitted uses with special development requirements* (chapter 18, section 4).

(a) Craft food and beverage producer (subsection 5.15).

~~(b) Medical offices (subsection 9.7).~~

~~(be) Microbrewery (subsection 9.57).~~

~~(3) *Conditional uses.* Interim uses (chapter 18, section 1).~~

~~(a) *Interim uses.* Application for an interim use shall be made in the same manner as a conditional use as provided for in chapter 18 of this code. Notwithstanding anything to the contrary in this code, the following interim uses shall be permitted in the PC-R zoning district upon approval of the conditional use:~~

~~Boat and boat trailer storage~~

~~Commercial marinas~~

~~Concessionaires licensed by the city/CRA for nonmotorized water-based activity such as paddleboat, canoe, kayak and windsurfing~~

~~Farmers' market~~

~~Motor vehicle parking lot~~

~~Promotional sales of specified duration, such as weekend car, boat and tent sales~~

~~Public special events, subject to approval under [chapter 58,] article II, section 58-51, City Code of Ordinances~~

~~Private special events, subject to approval under [chapter 58,] article II, section 58-51, City Code of Ordinances-~~

~~Public boat ramp-~~

~~Public parks and recreational facilities-~~

~~Recreational vehicle park and recreational vehicle storage-~~

~~Ride share commuter lot or other transit program-~~

~~Water taxi station-~~

~~(b) *Development standards for interim uses-*~~

~~(1) In addition to the requirements of chapter 18 of this code, interim uses shall be subject to site review and recommendation by the CRA for consistency with the design, character and redevelopment objectives of the PC-R District-~~

~~(2) No interim uses shall degrade, destroy or otherwise negatively impact the property such that the cost of redevelopment is increased or important natural features are compromised-~~

~~(3) Signage for interim uses shall comply with the design, construction and permitting requirements of this code for temporary signs, but shall be allowed for the duration of the interim use permit-~~

~~(4) The CRA may recommend time limits, conditions and other requirements or variances as deemed necessary to further the redevelopment objectives of the CRA's adopted plan-~~

~~(c) All permitted interim uses shall terminate on December 31, 2014. Any interim use that continues past December 31, 2014, shall be conclusively deemed a nuisance and upon 30 days' notice, the city shall have the right to enter upon the property and remove or demolish the nuisance and place a lien on the property for all actual costs incurred to abate the nuisance including reasonable attorney fees-~~

~~(4) *Prohibited uses-*~~

~~Adult entertainment-~~

~~Automobile-oriented uses-~~

~~Discount and factory outlet stores-~~

~~Appliance/electronic repair shops-~~

~~Assisted living facilities-~~

~~Auction houses-~~

~~Boat repair-~~

~~Boat sales-~~

~~Cemeteries-~~

~~Childcare centers-~~

~~Commercial/industrial equipment and supplies-~~

~~Construction contractor's yard and storage-~~

~~Convenience stores with fuel operations-~~

~~Drive thru facilities-~~

~~Equipment rentals-~~

~~Fleet-based services~~
~~Fortunetellers, astrologers, and palm readers~~
~~Funeral homes~~
~~Greenhouses and nurseries (wholesale and retail)~~
~~Hospitals~~
~~Houses of worship~~
~~Maintenance contractors~~
~~Manufacturing: fabrication~~
~~Mini-warehouses~~
~~Mobile home sales~~
~~Motor vehicle and boat storage facilities~~
~~Motor vehicle repair facilities~~
~~Motor vehicle sales~~
~~Motor vehicle service centers~~
~~Motor vehicle service stations~~
~~Nursing homes~~
~~Office/warehouse facilities~~
~~Pawn shops~~
~~Public utility stations/plants~~
~~Retail home building materials~~
~~Tattoo parlors~~
~~Taxidermy~~
~~Veterinary clinics~~
~~Wholesalers and distributors~~
~~Xerographic and offset printing~~

(35) *Dimensional requirements.*

Max. building height	4 stories or not to exceed 65 ft. above finished floor elevation (excluding architectural appurtenances)
Min. building height	2 stories or min. 20 ft. above finished floor elevation
Min. lot size	1 acre
Min. lot width	0
Min. living area	500 800 sq. ft. per unit
Impervious coverage	100% max.
Max. building setbacks (build-to lines)	
Street frontages	10 ft. (All existing and planned street frontage) min. building setbacks (except for street frontages)
Front	10 ft.
Side	10 ft.

Corner side	10 ft.
Rear	10 ft.
Streetscape	Min. 10 feet along street frontages or consistent with the design manual

(e) *Recreation/conservation.*(1) *Permitted uses.*

Public parks and recreation facilities

Public open space

Public boardwalk/urban trail

Public plazas

Open air theaters

Historical displays

Fountains

Informational kiosks

Public fishing piers

Public art

Private uses allowed by vendor/concessionaire leases with the city or CRA (e.g. cafes, food/beverage carts, street musicians and artists)

~~(2) Permitted uses with special development criteria. None.~~~~(3) Conditional uses. None.~~~~(4) Prohibited uses.~~~~Drive thru facilities.~~~~(25) Dimensional requirements. None.~~(f) *Marina.*(1) *Permitted uses.*

Public marinas and customary ancillary facilities including, but not limited to, harbor master's offices, fuel operations, restrooms and shower facilities.

Water taxi service

~~(2) Permitted uses with special development criteria. None.~~~~(3) Conditional uses. None.~~~~(24) Prohibited uses.~~

Liveaboards except for occasional overnight stays as allowed by chapter 9, section 29(a) of this code, and as allowed by section 82-44, Code of Ordinances.

Commercial fishing.

~~(35) Dimensional requirements.~~

Public marina development within PC-R shall be exempt from the provisions of chapter 9, section 27(a)(11) and section 27(a)(12) pertaining to width of finger pier and length from bulkhead.

~~(g) — Streetscapes.~~

~~(1) — Permitted uses within public lands.~~

~~Public utilities (underground)~~

~~Landscaping~~

~~"Street Furniture" including benches and trash cans~~

~~Way-finding signage~~

~~Informational Kiosks~~

~~Private uses allowed by vendor/concessionaire leases with the city or CRA (e.g. cafes, food/beverage carts, street musicians and artists)~~

~~(2) — Permitted uses with special development criteria. None.~~

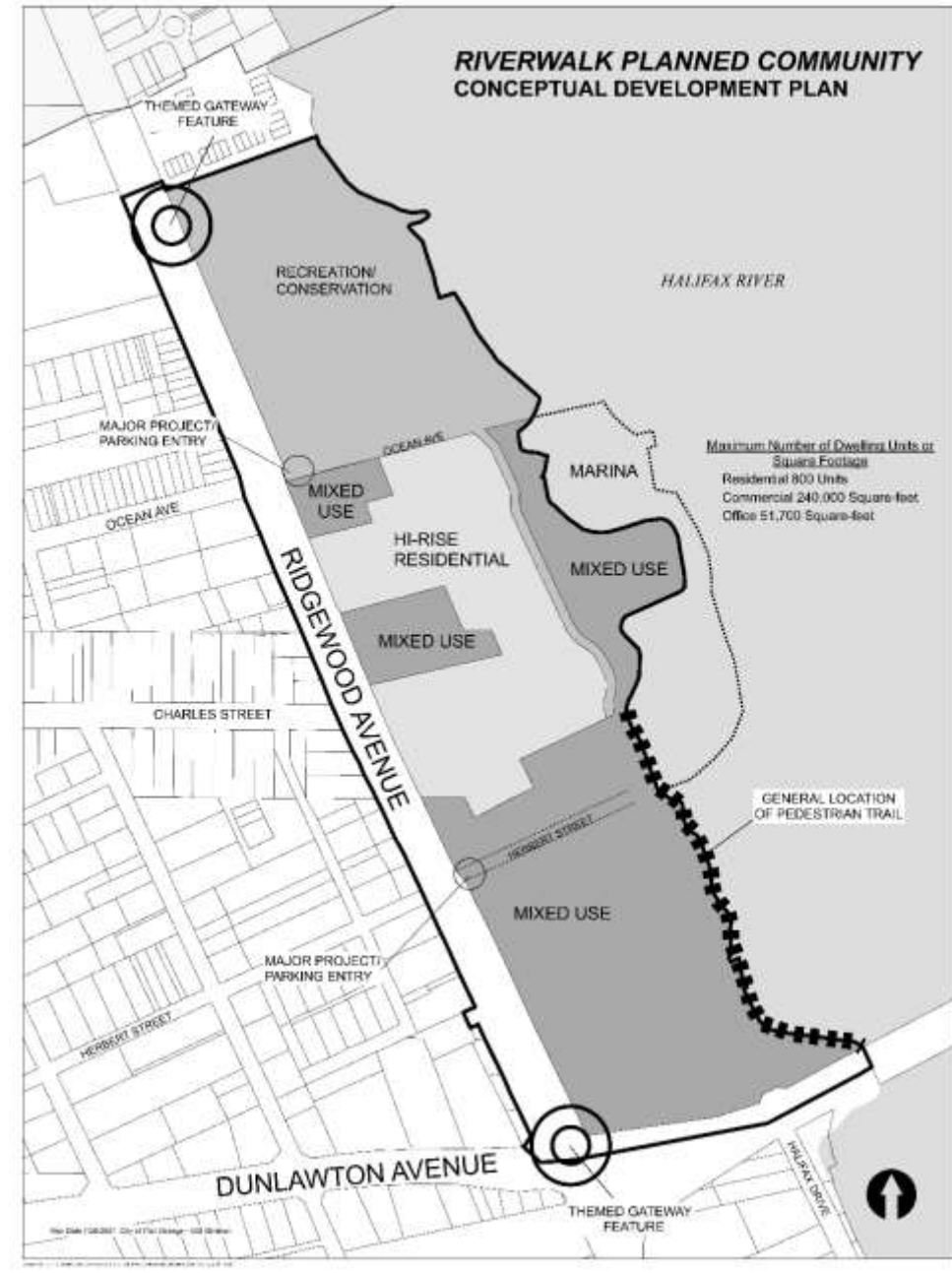
~~(3) — Conditional uses. None.~~

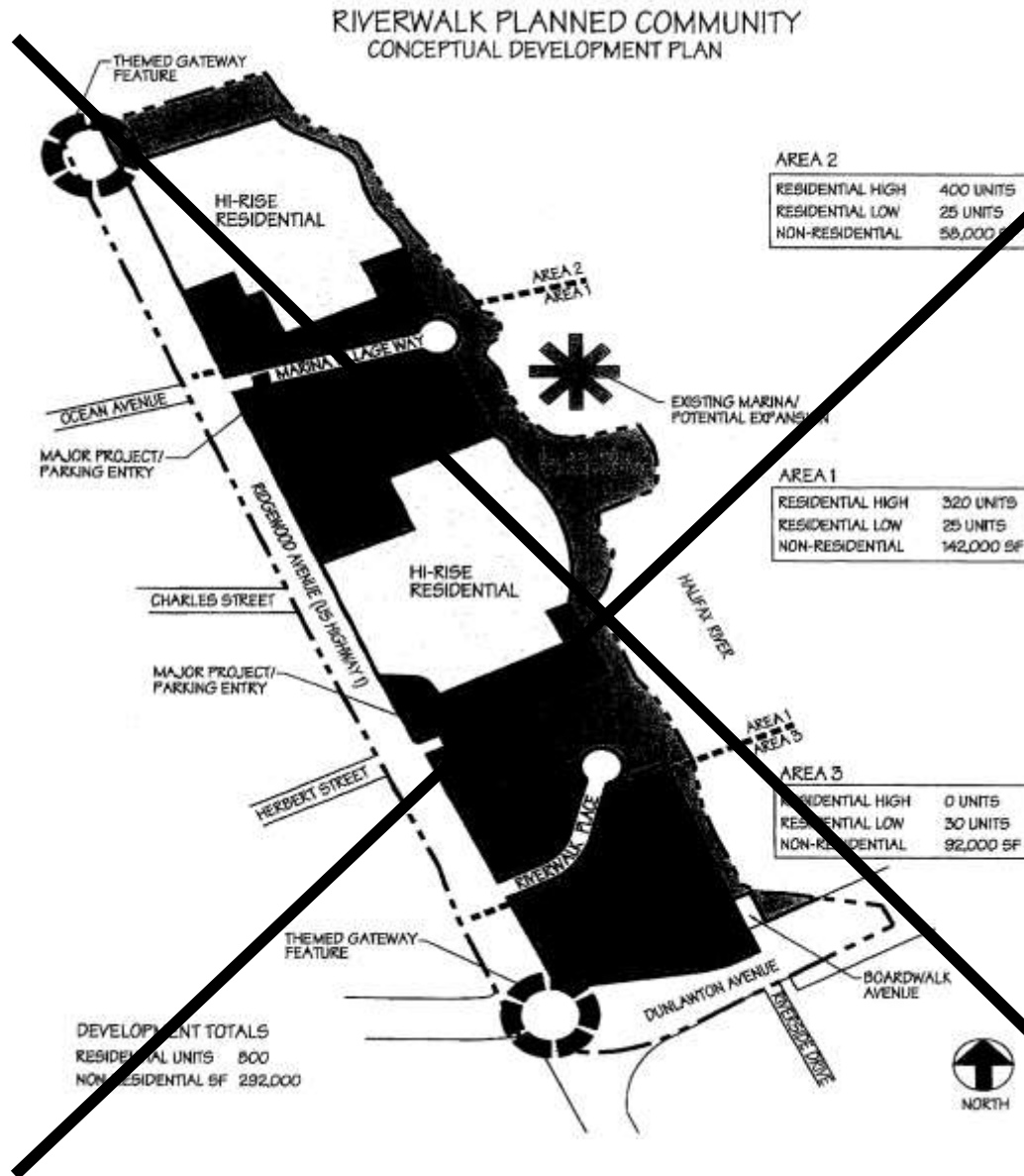
~~(4) — Prohibited uses. None.~~

~~(5) — Dimensional requirements. None.~~

Figure 17:4

[Editors note: Delete existing image and replace with new]





Section 4. The City Council hereby amends Section 3 of Chapter 18 of the Land Development Code to read as follows:

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

Section 3: - Special requirements for special exception uses.

(a) *In general.* For those special exception uses listed below, the following special requirements shall apply in addition to those described in section 2(d) above.

(b) *Special requirements.*

[No changes to subsections (1) and (2) and (3) through (7) and (8)]

~~(2.5) Bars, lounges, and night clubs (ROD).~~

~~(a) The proposed site shall be at least 500 feet from the nearest house of worship, school or childcare center.~~

~~(b) The proposed site shall be at least 300 feet from a residential zone measured along right-of-way centerlines. This condition shall not apply to mixed-use zoning districts that allow a combination of residential and non-residential uses.~~

[No changes to subsections (3) through (7)]

~~{(7.4)} Game/recreation facilities (ROD).~~

~~(a) The proposed site shall be at least 300 feet from the nearest house of worship, school or child care center.~~

~~(b) The proposed site shall be at least 1,000 feet from any other such use.~~

~~(c) The proposed site shall be at least 300 feet from a residential zone measured along right-of-way centerlines. This condition shall not apply to mixed-use zoning districts that allow a combination of residential and non-residential uses.~~

[No changes to subsections (7.5) through (8)]

~~(8.5) Houses of worship (ROD).~~

~~(a) The proposed site shall front on an arterial or major collector roadway.~~

~~(b) A separate special exception shall be required for other facilities developed in conjunction with a house of worship as may be listed herein.~~

[No changes to subsections (9)]

~~(9.4) Manufacturing, craftsman shop (ROD).~~

~~(a) The proposed use shall be ancillary to a permitted retail use.~~

~~(b) The proposed use shall not occupy more than 25 percent of the total gross leasable floor space within the permitted retail use.~~

~~(c) The proposed shop shall abide by the noise regulations established by article IV. of the City of Port Orange Code of Ordinances.~~

[No changes to subsections (9.5) through (20)]

~~(20.5) Tobacconists (ROD).~~

~~(a) The proposed site shall be at least 500 feet from the nearest house of worship, school or childcare center.~~

~~(b) The proposed site shall be at least 300 feet from a residential zone measured along right-of-way centerlines. This condition shall not apply to mixed-use zoning districts that allow a combination of residential and non-residential uses.~~

[No changes to subsections (21) through (24)]

Section 5. The City Council hereby amends Section 4 of Chapter 18 of the Land Development Code to read as follows:

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

Section 4: - Special development requirements for permitted uses.

(b) Special development requirements.

[No changes to subsections (1) through (9.57)]

~~(9.6) Mixed-use multifamily dwellings (ROD).~~

~~(a) First floor retail space, approved as part of the final site development plan, shall include, but not be limited to, neighborhood markets, personal services, retail stores, and restaurants (type A and seating no more than 50 persons).~~

~~(b) No outdoor living areas such as patios, balconies or screen enclosures shall be permitted to face Ridgewood Avenue.~~

~~(c) No outdoor activity areas such as pools, shuffleboard courts, tennis courts, or other similar areas shall be permitted within the front yard adjacent to Ridgewood Avenue.~~

[No changes to 9.7 and 9.75]

(9.77) Motor vehicle and boat storage facilities, indoor (ROD).

(a) The proposed site shall front on an arterial roadway.

(b) The proposed site shall be a minimum of two acres.

(c) No outside storage shall be permitted.

(d) Full architectural treatment shall be required on all sides. Such treatment shall include, but not be limited to, building finishes, roof design and materials, window and door styles, architectural details and colors.

(e) Vehicle washing shall be confined to a commercial facility or pervious surface in compliance with the water conservation regulations of the city, and fully screened from rights-of-way.

(f) Vehicle servicing shall be limited to regular maintenance items such as changing oil, tires, batteries, and other similar activities. Mechanical or body repair, painting, engine rebuilding, or other similar work which would customarily be performed at a motor vehicle service center shall not be permitted.

[No changes to 9.8 through 10.5]

(10.75) Off-site parking lot (ROD).

(a) The city may allow the use of alternative surfaces such as recycled concrete, aggregate concrete, paver blocks, or other semi-pervious material if determined by the Administrative Official to be acceptable.

(b) Stormwater, landscaping, buffer, setback, and other applicable provisions of this code shall be complied with regardless if parking lot is paved or finished with an alternative surface. Internal landscaping and buffer width may be reduced by the administrative official if there are site constraints.

(c) If finished with an alternative surface, that material is to be minimum of two inches deep, placed upon a porous weed barrier and effectively contained within a border of concrete, railroad ties, or other rigid material.

(c) Spaces shall be delineated in some manner, such as use of railroad ties, wheel stops, or other similar material.

(d) If non-paved areas become rutted, uneven, unable to drain properly, unsightly, or unmaintained, the City will require that the area be paved according to the City's Standard Construction Details.

(e) Approval of an off-site parking lot requires approval of a site plan.

(f) Designated pedestrian route from the off-site parking lot to the use it will serve is required, whether existing or to be constructed with the off-site parking lot.

(g) Chapter 12, Section 6(a)(1) and (2) shall not apply.

[No changes to 11 through 12.2]

(12.3) Outdoor fruit and vegetable or craft markets (ROD).

(a) Outdoor display areas shall be located entirely on private property outside any required fire lane or fire access way. Displayed merchandise shall occupy a location that does not disrupt the normal function of the site or its circulation and does not encroach upon parking spaces, driveways, pedestrian walkways, or required landscaped areas. These displays shall not obstruct sight distances or otherwise create hazards for vehicle or pedestrian traffic.

(b) The merchandise in the outdoor display and sales area including but not limited to the display racks, tables, and stands, shall not exceed a height of 6 feet.

(c) The design of all improvements, sales racks, and furniture shall be of a quality to sustain weather and wear and shall be of commercial-grade materials.

(d) All display and sale merchandise, furniture and fixtures and other portable appurtenances shall be removed from outdoors at the end of each business day. No outside storage shall be permitted.

(e) Outdoor display and sales areas are exempt from the parking requirements of Chapter 12 but are prohibited in parking lots/areas.

(f) The business or property owner shall maintain the outdoor display and sales area and the adjoining street, curb, gutter and sidewalk in a neat, clean and orderly condition at all times, regardless of the source of the refuse and litter.

(g) If necessary, the business or property owner shall clean the surface of the sidewalk by washing or buffing to remove any stains, marks, or discoloration and in accordance with prevailing storm water and water quality regulations.

(h) Furniture, fixtures, and appurtenances shall be kept clean and in good condition.

Section 6. The City Council hereby revises the boundary of the Riverwalk Overlay District (ROD) to remove parcels zoned Neighborhood Preservation (NP) and Government Public Use (GPU) as graphically depicted and more particularly described in **Exhibit "A"**, attached hereto and made a part hereof as if fully set forth herein.

Section 7. All ordinances or parts of ordinances in conflict with the provisions of this

ordinance are hereby repealed to the extent of such conflict.

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

Section 5. This ordinance shall take effect upon final adoption by City Council.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Passed on first reading this _____ day of _____

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

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

Exhibit A

TAX PARCEL NUMBER 5334-14-00-0001

LOT 3 EXC N 80 FT OF E 132.5 FT & EXC W 175 FT OF N 20 FT & EXC R W & RIP
RTS MARY ROTH SMITH SUB PORT ORANGE & EXC BLDGS A TO G INC PER OR
2354 PG 0982 AKA INTRACOASTAL VILLAS COMMON AREA

TAX PARCEL NUMBER 5334-14-01-0010

E 17 FT OF W 47.22 FT OF N 45.5 FT OF S 186.07 FT OF LOT 3 MARY ROTH SMITH
SUB MB 6 PG 53 AKA UNIT 1 BLDG A INTRA COSTAL VILLAS PER OR 4531 PG 4446
PER OR 6089 PG 2837 PER OR 6945 PG 0773 PER OR 6915 PG 0775

TAX PARCEL NUMBER 5334-14-01-0020

E 16.67 FT OF W 63.89 FT OF N 45.5 FT OF S 186.07 FT OF LOT 3 MARY ROTH SMITH
SUB MB 6 PG 53 AKA UNIT 2 BLDG A INTRA COASTAL VILLAS PER OR 4605 PGS
2028-2029 PER OR 6528 PG 0979 & PER OR 6556 PG 1810 & PER OR 6560 PG 4918

TAX PARCEL NUMBER 5334-14-01-0030

E 16.67 FT OF W 80.56 FT OF N 45.5 FT OF S 186.07 FT OF LOT 3 MARY ROTH
SMITH SUB MB 6 PG 53 AKA UNIT 3 BLDG A INTRA COASTAL VILLAS INC PER OR
4158 PG 2026 PER OR 7250 PG 2323 & PER OR 7250 PG 2324 PER OR 7263 PG
3391 PER OR 7610 PG 2428 PER OR 7890 PG 3197 PER OR 8002 PG 3401

TAX PARCEL NUMBER 5334-14-01-0040

E 17 FT OF W 97.56 FT OF N 45.5 FT OF S 186.07 FT OF LOT 3 MARY ROTH SMITH
SUB MB 6 PG 53 AKA UNIT 4 BLDG A INTRA COASTAL VILLAS PER OR 4093 PGS
1540-1541 PER OR 7971 PG 0662

TAX PARCEL NUMBER 5334-14-02-0050

N 17 FT N E 47.5 FT OF W 165.05 OF N 67.33 FT OF S 207.90 FT OF LOT 3 MARY
ROTH SMITH SUB MB 6 PG 53 AKA UNIT 5 BLDG B INTRA COASTAL VILLAS PER OR
4172 PGS 2714-2721 PER OR 6068 PG 1430 & OR 6580 PG 2517 PER OR 6929 PG
3972

TAX PARCEL NUMBER 5334-14-02-0060

PT OF E 47.5 FT OF W 165.05 FT OF N 67.33 FT OF S 207.90 FT OF LOT 3 MARY
ROTH SMITH SUB MB 6 PG 53 AKA UNIT 6 BLDG B INTRA COASTAL VILLAS PER OR
4762 PGS 1075-1076 PER OR 5739 PG 3406 & PER OR 6481 PG 158 PER OR 7757 PG
0445

TAX PARCEL NUMBER 5334-14-02-0070

PT OF E 47.5 FT OF W 165.05 FT OF N 67.33 FT OF S 207.90 FT OF LOT 3 MARY
ROTH SMITH SUB MB 6 PG 53 AKA UNIT 7 BLDG B INTRA COASTAL VILLAS PER OR
2446 PG 0815 PER OR 4741 PGS 3007-3008 PER OR 4871 PG 2678 PER OR 7143 0473

TAX PARCEL NUMBER 5334-14-02-0080

PT OF E 47.5 FT OF W 165.05 FT OF N 67.33 FT OF S 207.90 FT OF LOT 3 MARY
ROTH SMITH SUB MB 6 PG 53 AKA UNIT 8 BLDG B INTRA COASTAL VILLAS PER OR
4009 PG 3695-3696 PER OR 5562 PG 0768 PER OR 6668 PG 3097 PER OR 6696 PG
1825

TAX PARCEL NUMBER 5334-14-03-0090

N 19 FT OF S 181.26 FT OF E 48.50 FT OF W 350.40 FT OF LOT 3 MARY ROTH SMITH
SUB MB 6 PG 53 AKA UNIT 9 BLDG C INTRA COASTAL VILLAS PER OR 4098 PGS
2178-2179 PER OR 7590 PGS 3016-3017

TAX PARCEL NUMBER 5334-14-03-0100

N 18.67 FT OF S 162.26 FT OF E 48.50 FT OF W 350.40 FT OF LOT 3 MARY ROTH
SMITH SUB MB 6 PG 53 AKA UNIT 10 BLDG C INTRA COASTAL VILLAS PER OR 4058
PGS 0760-0761

TAX PARCEL NUMBER 5334-14-03-0110

N 18.67 FT OF S 143.59 FT OF E 48.50 FT OF W 350.40 FT OF LOT 3 MARY ROTH
SMITH SUB MB 6 PG 53 AKA UNIT 11 BLDG C INTRA COASTAL VILLAS PER OR 2457
PG 1135

TAX PARCEL NUMBER 5334-14-03-0120

N 19 OF S 124.92 FT OF E 48.50 FT OF W 350.40 FT OF LOT 3 MARY ROTH SMITH
SUB MB 6 PG 53 AKA UNIT 12 BLDG C INTRA COASTAL VILLAS PER OR 3536 PG
0699 & OR 6783 PGS 1027 & 1028

TAX PARCEL NUMBER 5334-14-04-0140

N 19.0 FT OF S 80.96 FT OF E 48.5 FT OF W 350.97 FT OF LOT 3 MARY ROTH SMITH
SUB MB 6 PG 53 AKA UNIT 14 BLDG D INTRA COASTAL VILLAS PER OR 2446 PG 815
PER OR 7642 PG 3612 PER OR 7730 PG 3278

TAX PARCEL NUMBER 5334-14-04-0150

N 18.67 FT OF S 61.96 FT OF E 48.5 FT OF W 350.97 FT OF LOT 3 MARY ROTH SMITH
SUB MB 6 PG 53 AKA UNIT 15 BLDG D INTRA COASTAL VILLA PER OR 3112 PG 0797
PER OR 7149 PG 4187 PER OR 7892 PG 0688 PER OR 7894 PG 1173

TAX PARCEL NUMBER 5334-14-04-0160

N 19 FT OF S 43.29 FT OF E 48.5 FT OF W 350.97 FT OF LOT 3 MARY ROTH SMITH
SUB MB 6 PG 53 AKA UNIT 16 BLDG D INTRA COASTAL VILLAS PER OR 3721 PG
1740 PER UNREC D/C PER OR 6952 PGS 0168-171 PER OR 7532 PG 3496

TAX PARCEL NUMBER 5334-14-05-0170

E 17 FT OF W 282.06 FT OF N 47.5 FT OF S 68.15 FT OF LOT 3 MARY ROTH SMITH
SUB MB 6 PG 53 AKA UNIT 17 BLDG E INTRA COASTAL VILLAS PER OR 2907 PG
0321 PER OR 6519 PG 4931 PER OR 6759 PG 3180

TAX PARCEL NUMBER 5334-14-05-0180

E 16.67 FT OF W 265.06 FT OF N 47.5 FT OF S 68.15 FT OF LOT 3 MARY ROTH SMITH
SUB MB 6 PG 53 AKA UNIT 18 BLDG E INTRA COASTAL VILLAS PER OR 2573 PG 803

TAX PARCEL NUMBER 5334-14-05-0190

E 16.67 FT OF W 248.39 FT OF N 47.5 FT OF S 68.15 FT OF LOT 3 MARY ROTH SMITH
SUB MB 6 PG 53 AKA UNIT 19 BLDG E INTRA COASTAL VILLAS PER OR 4699 PG
1677-1679 PER OR 6990 PG 0520 PER OR 6990 PG 0523

TAX PARCEL NUMBER 5334-14-05-0200

E 17 FT OF W 231.72 FT OF N 47.5 FT OF S 68.15 FT OF LOT 3 MARY RATH SMITH
SUB MB 6 PG 53 AKA UNIT 20 BLDG E INTRA COASTAL VILLAS PER OR 4796 PG
4886 PER OR 7597 PG 4342

TAX PARCEL NUMBER 5334-14-06-0210

E 17 FT OF W 189.67 FT OF N 47.5 FT OF S 66.49 FT OF LOT 3 MARY ROTH SMITH
SUB MB 6 PG 53 AKA UNIT 21 BLDG F INTRACOASTAL VILLAS PER OR 4833 PGS
2318-2319 PER OR 5405 PGS 2670-2671 PER OR 7074 PG 3685 PER OR 7220 PG 2778

TAX PARCEL NUMBER 5334-14-06-0220

E 16.67 FT OF W 172.67 FT OF N 47.5 FT OF S 66.49 FT OF LOT 3 MARY ROTH
SMITH SUB MB 6 PG 53 AKA UNIT 22 BLDG F INTRACOASTAL VILLAS PER OR 5131
PGS 4046-4047 PER OR 7451 PG 0271 PER OR 7451 PG 0280 PER OR 7919 PG 2369

TAX PARCEL NUMBER 5334-14-06-0230

E 16.67 FT OF W 156.00 FT OF N 47.5 FT OF S 66.49 FT OF LOT 3 MARY ROTH SMITH
SUB MB 6 PG 53 AKA UNIT 23 BLDG F INTRACOASTAL VILLAS PER OR 4971 PG 1148
PER OR 6387 PG 0248 PER OR 7150 PG 1940

TAX PARCEL NUMBER 5334-14-06-0240

E 17 FT OF W 139.33 OF N 47.5 FT OF S 66.49 FT OF LOT 3 MARY ROTH SMITH SUB
MB 6 PG 53 AKA UNIT 24 BLDG F INTRA COASTAL VILLAS PER OR 3173 PG 1839
PER OR 7483 PG 3835

TAX PARCEL NUMBER 5334-14-07-0250

E 17 FT OF W 96.52 FT OF N 45.5 FT OF S 66.56 FT OF LOT 3 MARY ROTH SMITH
SUB MB 6 PG 53 AKA UNIT 25 BLDG G INTRACOASTAL VILLAS INC PER OR 4579
PGS 3565-3567 PER OR 7451 PG 0271 PER OR 7455 PG 1862

TAX PARCEL NUMBER 5334-14-07-0260

E 16.67 FT OF W 79.52 FT OF N 45.5 FT OF S 66.56 FT OF LOT 3 MARY ROTH SMITH
SUB MB 6 PG 53 AKA UNIT 26 BLDG G INTRACOASTAL VILLAS PER OR 4579 PGS
3565-3567 INC PER OR 5366 PG 3502 PER OR 7597 PG 2125 PER OR 7672 PG 1247

TAX PARCEL NUMBER 5334-14-07-0270

E 16.67 FT OF W 62.85 FT OF N 45.5 FT OF S 66.56 FT OF LOT 3 MARY ROTH SMITH
SUB MB 6 PG 53 AKA UNIT 27 BLDG G INTRA COASTAL VILLAS PER OR 4844 PG
843 PER OR 7282 PG 4629 PER OR 7365 PG 3845

TAX PARCEL NUMBER 5334-14-07-0280

E 17 FT OF W 46.18 FT OF N 45.5 FT OF S 66.56 FT OF LOT 3 MARY ROTH SMITH
SUB MB 6 PG 53 AKA UNIT 28 BLDG G INTRA COASTAL VILLAS PER OR 3173 PG
1839 PER OR 7483 PG 3835

TAX PARCEL NUMBER 6303-10-01-0011

LOT 1 & N 90 FT OF W 110 FT OF LOT 2 BLK 1 E OF US 1 R/W & INC ADJ
SUBMERGED LAND BEING 154 FT ON N/L & 158 FT ON S/L HAND TRACT PORT
ORANGE MB 12 PG 16 & INC LOTS 1 & 2 E OF US 1 R/W & RIP RTS MARY ROUTH
SMITH SUB PORT ORANGE MB 6 PG 53 OR MB 15 PG 215 & INC N 100 FT OF GOV
LOT 1 IN 3 16 33 LYING S OF DOUGHERTY CANAL & E OF US 1 PER QC BOOK 6 PG
442 PER OR 3862 PG 1947

TAX PARCEL NUMBER 6303-10-01-0020

LOT 2 EXC N 90 FT OF W 110 FT & LOTS 3 & 4 BLK 1 EXC US 1 R/W & SUBMERGED
LAND LYING NE & ABUTTING LOTS 2 3 & 4 BEING 80 FT ON N/L & 165 FT ON S/L
HAND TRACT PORT ORANGE PER OR 4311 PG 1903

TAX PARCEL NUMBER 6303-00-00-0010

03 16 33 LOT 1 W OF RIDGEWOOD AVE & N OF CANAL EXC IRREG PARCEL BEING N 409.1 FT AS MEAS ON THE W/L & BEING 867.3 FT MEAS ON THE S/L & EXC IRREG PARCEL BEING 466.19 FT ON N/L & MEAS 200 FT ON THE W/L OF US HWY 1 & EXC THE W 1/2 OF THIS PARCEL MEAS 310 FT ON THE W/L & MEAS 380 FT ON THE N/L & MEAS 367.69 ON THE E/L PER OR 2261 PG 1226 PER OR 7309 PGS 4116-4117

TAX PARCEL NUMBER 6303-11-04-0010

LOTS 1 TO 4 INC & S 1/2 OF E 1/2 OF LOT 5 EXC PARTS IN ST & EXC W 1/2 OF LOT 4 BLK D WILSONS PORT ORANGE PER OR 4431 PGS 4691-4726 PER OR 6413 PGS 1470-1472 INC PER OR 7761 PG 3906

TAX PARCEL NUMBER 6303-00-00-0080

3-16-33 N 100 FT OF GOV'T LOT 1 LYING S OF DOUGHERTY CANAL & W OF U S HWY #1 PER OR Q C BOOK 6 PG 442

TAX PARCEL NUMBER 6303-02-01-0010

LOTS 1 TO 8 INC EXC PART IN ST RD 5 & LOT 9 & E 11 FT OF LOT 10 & E 36 FT OF LOTS 14 & 15 BLK 1 HERRICH TERRACE PORT ORANGE PER OR 3991 PG 3892 PER OR 5646 PG 0924 PER OR 6992 PG 0977 PER OR 7380 PG 0722 PER OR 7945 PG 2880

TAX PARCEL NUMBER 6303-02-01-0100

LOTS 10 TO 15 INC EXC E 11 FT OF LOT 10 & EXC E 36 FT OF LOTS 14 15 & INC VACATED ST W OF LOTS 13 14 & 15 BLK 1 HERRICH TERRACE PORT ORANGE PER OR 5213 PG 4025 PER OR 7143 PG 0480 PER OR 7957 PG 4413

TAX PARCEL NUMBER 6303-01-02-0010

BLK 2A EXC E 40 FT OF LOT 1 DEENS ORANGE PARK PORT ORANGE PER PROBATE #84-609-02D & OR 2739 PG 1884

TAX PARCEL NUMBER 6303-01-02-0020

ALL BLK 2 EXC E 40 FT OF LOT 1 DEENS ORANGE PARK PORT ORANGE PER PROBATE #84-609-02D & OR 2739 PG 1884

TAX PARCEL NUMBER 6303-10-03-0030

LOT 3 BLK 3 HAND TRACT PORT ORANGE EXC ST RD R/W PER OR 2730 PGS 1626-1627 PER OR 5556 PG 1804 PER OR 5606 PG 1619 PER OR 5928 PGS 4592-4594 INC

TAX PARCEL NUMBER 6303-02-03-0010

E 100 FT OF LOTS 1 TO 4 INC EXC PART IN ST RD 5 BLK 3 HERRICH TERRACE PORT ORANGE MB 5 PG 38 PER OR 4201 PG 4030

TAX PARCEL NUMBER 6303-02-03-0050

LOTS 1 TO 4 INC EXC E 100 FT & LOTS 5 TO 8 INC BLK 3 HERRICH TERR PORT ORANGE PER OR 2766 PG 0301 PER OR 6943 PG 2762

TAX PARCEL NUMBER 6303-10-04-0010

LOTS 1 & 2 EXC W 398 FT & EXC RD BLK 4 HAND TRACT PORT ORANGE PER OR 4404 PG 2287 PER OR 4740 PG 2257

TAX PARCEL NUMBER 6303-10-04-0034

N 90 FT OF E 100 FT OF LOT 3 BLK 4 EXC US 1 R/W HAND TRACT PORT PER OR 4404 PG 2287

TAX PARCEL NUMBER 6303-10-04-0035

W 100 FT OF E 200 FT OF LOT 3 BLK 4 HAND TRACT PORT ORANGE DB 373 PG 403 PER OR 5211 PG 2340 PER OR 5570 PGS 1749-1750 PER OR 5844 PG 2971 PER OR 6777 PG 2425 PER OR 6808 PG 0467

TAX PARCEL NUMBER 6303-10-04-0031

W 46 FT OF E 246 FT OF LOT 3 BLK 4 HAND TRACT PORT ORANGE PER OR 5274 PG 2422 PER OR 5699 PG 4289

TAX PARCEL NUMBER 6303-10-04-0041

W 56.27 FT OF E 141.96 FT OF LOT 4 BLK 4 HAND TRACT PORT ORANGE W OF RIDGEWOOD AVE & IRREG PARCEL IN LOT 8 RAWLINGS SUB MB 7 PG 33 BEING N 3.47 FT ON E/L & N 8 FT ON W/L & 24.9 FT ON S/L PER OR 4940 PG 0178 PER OR 5097 PG 1288 PER OR 6235 PG 1471 PER OR 7166 PG 3978

TAX PARCEL NUMBER 6303-10-04-0040

E 85.69 FT OF LOT 4 EXC N 1 FT & EXC PART IN ST RD 5 BLK 4 HAND TRACT PORT ORANGE & INC IRREG PARCEL IN LOTS 6 & 8 RAWLINGS SUB MB 7 PG 33 MEAS 3.47 FT ON E/L PER OR 4113 PG 4721 PER OR 8065 PG 3054

TAX PARCEL NUMBER 6303-03-00-0090

LOT 9 & E 25.65 FT OF LOT 10 RAWLINGS SUB PORT ORANGE & INC W 81 FT OF E 246 FT OF LOT 4 BLK 4 HAND TRACT MB 2 PG 185 PER OR 4690 PGS 2478-2479 PER D/C 6679 PG 4085 PER OR 6809 PG 4364 PER OR 8026 PG 0900

TAX PARCEL NUMBER 6303-03-00-0050

LOT 4 EXC PART IN ST RD 5 & LOTS 5 & 6 EXC US 1 R/W & EXC N 3.47 FT OF LOT 6 & LOT 7 RAWLINGS SUB PORT ORANGE & INC LOT 8 RAWLINGS SUB PORT ORANGE PER OR 1564 PG 0496 EXC IRREG PARCEL BEING N 3.47 FT ON E/L & N 8 FT ON W/L & 50.25 FT ON S/L PER OR 2291 PG 0107 PER OR 5457 PG 0168 PER OR 6559 PG 0412 PER OR 6623 PG 1849

TAX PARCEL NUMBER 6303-04-00-0052

W 70.1 FT OF LOT 5 THOMAS SUB HAND TRACT PORT ORANGE EXCPART IN ST RD 5 PER OR 2648 PG 0629 PER OR 5427 PG 0452 PER OR 5441 PG 2487-2490

TAX PARCEL NUMBER 6303-04-00-0040

E 100 FT OF LOT 4 THOMAS SUB HAND TRACT PORT ORANGE PER OR 2402 PG 1595

TAX PARCEL NUMBER 6303-04-00-0050

W 17 1/2 FT OF N 1/2 OF LOT 4 & E 24.7 FT OF LOT 5 THOMAS SUB HAND TRACT PORT ORANGE PER OR 2402 PG 1595

TAX PARCEL NUMBER 6303-04-00-0051

W 42 FT OF E 66.7 FT OF LOT 5 THOMAS SUB HAND TRACT PORT ORANGE PER OR 2184 PG 0628

TAX PARCEL NUMBER 6303-04-00-0030

W 70 FT OF LOT 3 THOMAS SUB HAND TRACT PORT ORANGE PER OR 2911 PG 1905 PER OR 5848 PG 1146 PER OR 5997 PG 2145 PER OR 7202 PG 0392

TAX PARCEL NUMBER 6303-04-00-0010

LOTS 1 & 2 & E 50 FT OF LOT 3 & INC FILLED LAND E OF SAME BEING 100 FT ON W/L & 75 FT ON N/L & 175 FT ON S/L & RIP RTS THOMAS SUB HAND TRACT PORT ORANGE MB 5 PG 143 MB 18 PG 18 & INC ADJ PORTION OF VAC ROW PER RES NO 16-42 PER OR 7624 PG 2090 PER OR 3846 PGS 0673 AND 0674 PER OR 5997 PG 2145 PER OR 7202 PG 0392

TAX PARCEL NUMBER 6303-10-02-0024

3 16 33 LOT 2 & N 1/2 OF LOT 3 E OF HALIFAX DR & RIP RTS & ACCRETIONS & FILLED LAND BLK 2 HAND TRACT PORT ORANGE MB 12 PG 16 EXC W 5 FT IN RD PER OR 6861 PG 1718 & INC ADJ PORTION OF VAC ROW PER RES NO 16-42 PER OR 7624 PG 2090 PER OR 2807 PG 1691 PER OR 5871 PG 2107 PER OR 5894 PG 2861

TAX PARCEL NUMBER 6303-10-02-0020

03 16 33 N 1/2 OF LOT 2 W OF HALIFAX DR EXC W 163 FT BLK 2 HAND TRACT PORT ORANGE MB 2 PG 185 MB 16 PG 16 EXC E 5 FT PER OR 6861 PG 1718 & INC ADJ PORTION OF VAC ROW PER RES NO 16-42 PER OR 7624 PG 2090 PER OR 4769 PGS 4537-4538 PER OR 5871 PG 2107

TAX PARCEL NUMBER 6303-10-02-0023

03 16 33 E 170 FT OF S 1/2 OF LOT 2 & OF N 1/2 OF LOT 3 BLK 2 W OF HALIFAX DR TRACT PORT ORANGE MB 2 PG 185 MB 12 PG 16 EXC E 5 FT IN RD PER OR 6861 PG 1718 & INC ADJ PORTION OF VAC ROW PER RES NO 16-42 PER OR 7624 PG 2090 PER OR 4197 PG 4005 PER OR 5871 PG 2107

TAX PARCEL NUMBER 6303-10-02-0030

W 316 FT OF S 1/2 OF LOT 2 & W 316 FT OF N 1/2 OF LOT 3 EXC RD BLK 2 HAND TRACT PORT ORANGE PER MB 2 PG 185 PER OR 4054 PG 4043 PER OR 6056 PG 1957 PER OR 6071 PG 2665 PER OR 6307 PGS 0426-0428 INC PER OR 6415 PGS 0082-0083

TAX PARCEL NUMBER 6303-04-00-0060

W 17 1/2 FT OF S 50 FT OF LOT 4 & LOT 6 EXC US 1 R/W THOMAS SUB HAND TRACT PORT ORANGE PER OR 1629 PG 647 PER OR 5441 PG 2433-2434

TAX PARCEL NUMBER 6303-10-02-0021

W 163 FT OF N 1/2 OF LOT 2 EXC PART IN HWY BLK 2 HAND TRACT PORT ORANGE PER OR 1785 PG 427 PER OR 5441 PG 2433-2434

TAX PARCEL NUMBER 6303-10-02-0040

03 16 33 S 1/2 OF LOT 3 & LOT 4 EXC US 1 R/W & E 216 FT OF LOTS 5 & 6 BLK 2 HAND TRACT PORT ORANGE MB 2 PG 185 MB 12 PG 16 EXC E 5 FT FOR RD PER OR 6861 PG 1718 & INC ADJ PORTION OF VAC ROW PER RES NO 16-42 PER OR 7624 PG 2090 PER OR 4395 PG 2270 PER OR 5560 PGS 0404-0406

TAX PARCEL NUMBER 6303-10-02-0041

03 16 33 LAND E OF HALIFAX DR & OF S 1/2 OF LOT 3 & OF LOTS 4 5 & 6 BLK 2
HAND TRACT PORT ORANGE EXC W 5 FT FOR RD PER OR 6861 PG 1718 & INC
ADJ PORTION OF VAC ROW PER RES NO 16-42 PER OR 7624 PG 2090 PER OR 837
PG 565 BEING 322.1 FT ON N/L & 289.52 FT PER OR 4255 PG 1542 PER OR 5560 PG
0402-0403

TAX PARCEL NUMBER 6303-10-02-0050

LOTS 5 & 6 EXC E 216 FT & EXC ST RD BLK 2 HAND TRACT PORT ORANGE PER OR
4201 PG 4029 PER OR 7408 PG 1700 PER OR 7847 PG 2827

TAX PARCEL NUMBER 6303-16-00-0010

03 16 33 LOT 1 E OF RIDGEWOOD AVE EXC N 60 FT OF E 150 FT & EXC R/W & INC
FILLED LAND N OF N/L OF LOT 4 EXT & E OF HALIFAX DR BEING 200 FT ON W/L &
270 FT ON N/L & 150 FT ON S/L PER OR 4549 PG 2322 RIP RTS DANIELS PORT
ORANGE MB 3 PG 129 MB 16 PG 31 EXC N 150.42 FT ON RIDGEWOOD OF W 358.83
FT ON N/L & INC E 175 FT OF W 275 FT EXC S 100 FT BLK C WILSON PORT
ORANGE MB 1 PG 154 MB 15 PGS 3-4 EXC THAT PART IN FOR RD PER OR 6861 PG
1718 & INC ADJ PORTION OF VAC ROW PER RES NO 16-42 PER OR 7624 PG 2090
PER OR 4630 PGS 1173-1174 PER OR 5560 PG 408

TAX PARCEL NUMBER 6303-16-00-0011

03 16 33 N 60 FT ON E LINE OF E 150 FT OF LOT 1 & RIP RTS DANIELS PORT
ORANGE MB 3 PG 129 MB 16 PG 31 EXC THAT PART IN RD PER OR 6861 PG 1718 &
INC ADJ PORTION OF VAC ROW PER RES NO 16-42 PER OR 7624 PG 2090 PER OR
4062 PG 2357 PER OR 5373 PGS 3441-3443 INC PER OR 5560 PG 408

TAX PARCEL NUMBER 6303-16-00-0030

LOTS 2 TO 4 INC RIP RTS DANIELS PORT ORANGE MB 3 PG 29 OR MB 16 PG 31

TAX PARCEL NUMBER 6303-11-03-0050

E 105 FT OF W 260 FT OF S 100 FT BLK C WILSONS PORT ORANGE PER OR 1901 PG
1389 PER OR 6220 PG 4926 PER OR 6993 PG 2437

TAX PARCEL NUMBER 6303-11-03-0040

E 55 FT OF W 155 FT OF S 100 FT EXC PART IN STREET BLK C WILSONS PORT
ORANGE MB 1 PG 154 PER OR 5038 PG 2633 PER OR 7075 PG 2256 PER OR 7164
PG 3545

TAX PARCEL NUMBER 6303-11-03-0020

N 140 FT MEAS ON W/S OF W 100 FT OF BLK C WILSONS PORT ORANGE PER OR
4609 PG 4113 PER OR 7289 PG 4214

TAX PARCEL NUMBER 6303-11-03-0010

S 60 FT OF W 100 FT OF BLK C WILSONS PORT ORANGE MB 1 PG 154 PER OR
4609 PG 4113 PER OR 7289 PG 4214

TAX PARCEL NUMBER 6303-03-00-0460

LOTS 45 TO 51 INC EXC ST RAWLINGS SUB PORT ORANGE PER OR 4824 PGS
0433-0434

TAX PARCEL NUMBER 6303-03-00-0520

LOT 52 RAWLINGS SUB PORT ORANGE PER OR 4360 PG 15748 PER OR 5351 PG
1873-1875 PER OR 6429 PG 2302 PER OR 7294 PG 4111

TAX PARCEL NUMBER 6303-03-00-0530

LOT 53 & LOT 54 W OF LOUISVILLE ST RAWLINGS SUB PORT ORANGE PER OR 4360
PG 3013 PER OR 6540 PG 1637

TAX PARCEL NUMBER 6303-03-00-0010

LOTS 1 TO 3 W OF US 1 R/W & INC VACATED STREET ADJ TO WEST AND INC ADJ
LOT 54 E OF LOUISVILLE ST RAWLINGS SUB PORT ORANGE MB 7 PG 33 OR MB 21
PG 60 & INC LOTS 5 TO 7 INC JOHNSON SUB WILSONS PORT ORANGE MB 4 PG
169 PER OR 4402 PG 2092 PER OR 5457 PG 1877 PER OR 6229 PGS 1225-1226 PER
OR 7738 PG 3589

TAX PARCEL NUMBER 6303-03-00-0030

LOT 3 MARY E JOHNSON SUB IN BLK E WILSONS PORT ORANGE MB 4 PG 169 PER
OR 4648 PG 1069 PER D/C 6679 PG 4085 PER OR 6809 PG 4361 PER OR 7100 PG
1389 PER OR 7289 PG 4049

TAX PARCEL NUMBER 6303-11-04-0051

N 1/2 OF E 1/2 OF LOT 5 BLK D EXC PART IN ST RD 5 WILSONS PORT ORANGE PER
OR 4431 PGS 4691-4726 PER OR 6413 PGS 1470-1472 INC PER OR 7761 PG 3906

TAX PARCEL NUMBER 6303-11-04-0050

W 1/2 OF LOT 5 & W 1/2 OF LOT 4 BLK D WILSONS PORT ORANGE PER OR 4431
PGS 4691-4726 PER OR 6413 PGS 1470-1472 INC PER OR 7761 PG 3906

TAX PARCEL NUMBER 6303-11-02-0074

W 140 FT OF LOTS 7 & 8 BLK B WILSONS PORT ORANGE MB 15 PG 3 EXC HWY PER
OR 5129 PG 0287 PER OR 5860 PGS 1424-1426 INC

TAX PARCEL NUMBER 6303-11-02-0072

E 101 FT OF W 241 FT OF LOTS 7 & 8 EXC N 5 FT IN STREET BLK B WILSONS
PORT ORANGE MB 1 PG 154 OR MB 15 PGS 3 & 4 PER OR 4538 PG 3552

TAX PARCEL NUMBER 6303-11-02-0071

E 51 FT OF W 292 FT OF LOTS 7 & 8 EXC N 5 FT IN STREET BLK B WILSON PORT
ORANGE MB 1 PG 154 OR MB 15 PGS 3 & 4 PER OR 4953 PG 3655 PER OR 6011
PGS 1100-1101 PER OR 7484 PG 4524

TAX PARCEL NUMBER 6303-11-02-0070

LOTS 7 & 8 EXC W 292 FT & RIP RTS BLK B WILSONS PORT ORANGE PER OR 5036
PG 1137

TAX PARCEL NUMBER 6303-11-02-0061

LOT 6 & RIP RTS EXC W 190 FT & EXC RD BLK B WILSONS PORT ORANGE PER OR
4333 PG 4738 PER OR 5999 PG 4044

TAX PARCEL NUMBER 6303-11-02-0060

W 190 FT E OF HWY OF LOT 6 BLK B WILSONS PORT ORANGE MB 1 PG 154 PER
OR 1905 PG 1886 PER OR 8071 PG 0514

TAX PARCEL NUMBER 6303-11-02-0050

LOT 5 & E 1/2 OF LOT 4 & RIP RTS BLK B WILSONS PORT ORANGE MB 1 PG 154 OR
MB 15 PGS 3 & 4 PER OR 4370 PG 0752

TAX PARCEL NUMBER 6303-11-02-0031

03 16 33 LOT 3 BLK B EXC W'LY 155 FT THEREOF & EXC PART LYING E'LY OF
HALIFAX DRIVE WILSON'S MAP OF PORT ORANGE MB 1 PG 154 PER OR 2143 PG
1829 PER OR 6127 PG 109 PER OR 6139 PG 1188 PER OR 7484 PG 4533

TAX PARCEL NUMBER 6303-11-02-0041

W 1/2 OF LOT 4 EXC N 33.6 FT OF W 123 FT BLK B WILSONS PORT ORANGE PER OR
4639 PGS 2819-2820

TAX PARCEL NUMBER 6303-11-02-0042

N 33.6 FT OF W 123 FT OF LOT 4 BLK B WILSONS PORT ORANGE PER OR 3882 PG
2148

TAX PARCEL NUMBER 6303-11-02-0030

W 155 FT OF LOT 3 & N 37 1/2 FT OF W 155 FT OF LOT 2 BLK B WILSONS PORT
ORANGE MB 1 PG 154 OR MB 15 PGS 3 & 4 PER OR 4131 PG 2884 PER OR 5674 PG
4692 PER OR 5826 PG 2126 PER OR 5826 PGS 2128-2130 INC

TAX PARCEL NUMBER 6303-11-02-0022

S 37 1/2 FT OF N 75 FT OF W 155 FT OF LOT 2 BLK B WILSONS PORT PER OR 3761
PG 773 PER OR 5676 PG 177 PER OR 7484 PG 4545

TAX PARCEL NUMBER 6303-11-02-0014

S 25 FT OF W 155 FT OF LOT 2 BLK B WILSONS PORT ORANGE MB 1 PG 154 PER
OR 3094 PG 1795 PER OR 5676 PG 4675 PER OR 7484 PG 4561

TAX PARCEL NUMBER 6303-11-02-0090

LOT 9 EXC S 3 FT & EXC HIWAY BLK B WILSON PORT ORANGE DB 473 PG 491
PER OR 3901 PG 1345 PER OR 6199 PG 1320

TAX PARCEL NUMBER 6303-11-02-0012

W 50 FT OF LOT 1 & E 3 FT OF LOT 9 ON S LINE TO POINT ON N LINE BLK B
WILSONS PORT ORANGE PE OR 2807 PG 1880 PER OR 5676 PG 230 PER OR 5676
PG 0230 PER OR 7484 PG 4563

TAX PARCEL NUMBER 6303-11-02-0013

E 1/2 OF W 100 FT OF LOT 1 BLK B WILSONS PORT ORANGE PER OR 4263 PG 0057
PER OR 6238 PG 0539

TAX PARCEL NUMBER 6303-11-02-0011

E 77 FT OF W 177 FT OF N/L OF LOT 1 & BEING 143 FT ON S/L PER OR 1590 PG 292
BLK B WILSON PORT ORANGE PER OR 4746 PGS 0048-0050 & PER OR 5545 PG
4642 PER OR 5641 PG 4197 PER OR 6238 PG 0640

TAX PARCEL NUMBER 6303-11-02-0020

LOT 2 EXC W 155 FT & RIP RTS BLK B WILSONS PORT ORANGE PER OR 4263 PG
0023-0027 PER OR 6238 PG 0539

TAX PARCEL NUMBER 6303-11-02-0010

E 174.1 FT ON S/L & 223 FT ON N/L OF LOT 1 & RIP RTS & W 425 FT OF RIVER
BOTTOM ABUTTING SAME PER DB 371 PG 369 BLK B EXC RWY WILSONS PORT
ORANGE PER OR 4263 PG 0021-0022 PER OR 6238 PG 0539

TAX PARCEL NUMBER 6303-11-06-0021

LOTS 1 & 2 & N 21.25 FT OF E 136.8 FT OF LOT 3 BLK F EXC R/W WILSONS PORT ORANGE PER OR 4370 PG 0753

TAX PARCEL NUMBER 6303-11-06-0030

LOT 3 EXC N 21.25 FT EXC US 1 R/W BLK F WILSONS PORT ORANGE PER OR 3395 PG 0844

TAX PARCEL NUMBER 6303-11-06-0050

LOT 4 EXC N 51.5 FT MEAS ON E/L OF E 104 FT & ALL LOTS 5 TO 12 INC BLK F EXC US 1 R/W & EXC R/O DUNLAWTON BLVD WILSONS PORT ORANGE MB 15 PG 63 PER OR 1608 PG 1357 & OR 4818 PG 3360

TAX PARCEL NUMBER 6303-11-06-0190

N 64 FT OF LOT 19 BLK F WILSONS PORT ORANGE PER OR 4356 PG 3153 PER OR 5979 PG 0195 PER OR 7019 PG 2852

TAX PARCEL NUMBER 6303-11-06-0180

LOT 18 BLK F WILSONS PORT ORANGE PER OR 2754 PG 0514

TAX PARCEL NUMBER 6303-09-00-0080

LOTS 8 & 10 & S 1/2 OF LOT 11 VASS SUB BLK F WILSONS PORT ORANGE PER D/C 6242 PG 1121 PER OR 6709 PG 1067 PER OR 6713 PG 0408 PER OR 6713 PG 0409 PER DC 6867 PG 4037 PER OR 7673 PG 2560

TAX PARCEL NUMBER 6303-09-00-0020

LOT 2 VASS SUB BLK F WILSONS PORT ORANGE MB 5 PG 4 OR MB 16 PG 136 PER OR 4098 PG 4228 PER OR 5358 PG 2971 PER OR 6429 PG 2302 PER OR 7294 PG 4111

TAX PARCEL NUMBER 6303-09-00-0010

LOT 1 VASS SUB BLK F WILSONS PORT ORANGE MB 5 PG 4 OR MB 16 PG 136 PER OR 3932 PG 3134 PER OR 5351 PG 1873-1875 PER OR 6429 PG 2302 PER OR 7294 PG 4111

TAX PARCEL NUMBER 6303-09-00-0030

LOT 3 VASS SUB BLK F WILSONS PORT ORANGE PER OR 4852 PGS 2807-2808 PER OR 5897 PG 3900

TAX PARCEL NUMBER 6303-09-00-0040

LOTS 4 & 6 VASS SUB BLK F WILSONS PORT ORANGE MB 5 PG 4 PER OR 5560 PG 0194 PER DC 6867 PG 4037

TAX PARCEL NUMBER 6303-09-00-0050

LOT 5 VASS SUB BLK F WILSONS PORTORANGE PER OR 2917 PG 0957

TAX PARCEL NUMBER 6303-09-00-0070

LOT 7 & E 3 FT OF LOT 9 VASS SUB BLK F WILSONS PORT ORANGE M B 5 PG 4 PER OR 5263 PG 2835 PER OR 5643 PG 4532

TAX PARCEL NUMBER 6303-09-00-0090

LOT 9 EXC E 3 FT & N 1/2 OF LOT 11 VASS SUB BLK F WILSONS PORT

TAX PARCEL NUMBER 6303-11-06-0160

LOTS 16 EXC N 5 FT IN STREET & LOT 17 BLK F WILSONS SUB PORT ORANGE

TAX PARCEL NUMBER 6303-11-07-0010

LOTS 1 & 3 EXC S 150 FT OF E 150 FT & LOTS 4 & 14 & LOTS 10 & 11 EXC PT IN
R/W BLK G WILSONS PORT ORANGE MB 1 PG 154 EXC STS PER OR 2815 PG 1692
PER OR 6940 PG 0785 PER OR 6957 PG 4191

TAX PARCEL NUMBER 6303-11-07-0070

LOTS 7 TO 9 INC BLK G WILSONS PORT ORANGE MB 1 PGS 154 OR MB 15 PG 3 & 4
EXC ST PER OR 4089 PG 2727

TAX PARCEL NUMBER 6303-11-07-0120

03-16-33 LOT 12 & IRREG PART OF LOT 13 BLK G MAP OF PORT ORANGE PB 1 PG
154 MB 15 PG 3 AS DESCRIBED IN OR 3394 PG 1901 & EXC PART LYING WITHIN
DUNLAWTON RD PER OR 6606 PG 1649 PER OR 6855 PG 0024

TAX PARCEL NUMBER 6303-11-07-0132

E 80 FT OF W 194 FT ON N/L & E 50 FT OF W 164 FT ON S LINE OF LOT 13 BLK G
WILSONS PORT ORANGE EXC ST MB 1 PG 154 PER OR 4113 PG 0077 PER OR 5249
PG 0792 PER OR 5427 PG 3482 PER OR 5430 PGS 3116-3117 PER OR 6529 PGS
2333-2334 PER OR 6549 PG 3232 PER OR 7527 PG 1014 & 1017

TAX PARCEL NUMBER 6303-11-07-0131

W 114 FT OF LOT 13 EXC ST BLK G WILSONS PORT ORANGE PER OR OR2725 PG 0814
PER OR 5429 PG 3329 PER OR 6493 PG 4385

TAX PARCEL NUMBER 6303-11-07-0020

LOT 2 BLK G WILSONS PORT ORANGE MB 1 PG 154 PER OR 4746 PGS 0046-0047
PER OR 5545 PG 4642 PER OR 5641 PG 4197 PER OR 6133 PGS 1326-1327 INC PER
OR 8007 PG 3349

TAX PARCEL NUMBER 6303-11-07-0030

S 150 FT OF E 150 FT OF LOTS 1 & 3 BLK G WILSONS PORT ORANGE MB 1 PG 154
PER OR 2815 PG 1692 PER OR 6940 PG 0785 PER OR 6957 PG 4191

TAX PARCEL NUMBER 6303-11-01-0022

LAND E OF ROAD IN FRONT OF LOTS 2 3 & 4 & RIP RTS BLK A WILSONS PORT
ORANGE PER OR 4055 PGS 2537-2539 & OR 4634 PG 1815 PER OR 6250 PG 4505

TAX PARCEL NUMBER 6303-11-01-0030

E 127.30 FT OF THAT PORTION OF LOT 2 LYING W OF HALIFAX AVE IN BLK A & E
178.5 FT OF LOTS 3 & 4 BLK A EXC PART LYING E OF WLY ROW LINE OF HALIFAX
DR AND N OF EXISTING SLY ROW OF DUNLAWTON AVE & INC IRREG PARCEL IN
LOTS 2 & 3 MEAS 80.04 FT ON N/L OF LOT 3 & MEAS 85.96 FT ON S/L OF LOT 2 BLK
A WILSONS PORT ORANGE MB 1 PG 154 OR MB 15 PGS 3 & 4 PER OR 4055 PGS
2534-2536 & OR 4634 PG 1815 PER OR 6250 PG 4505

TAX PARCEL NUMBER 6303-11-01-0010

E 219 FT OF LOT 1 & RIP RTS BLK A WILSONS PORT ORANGE PER OR 1824 PG 1814
PER OR 2451 PG 0267 PER OR 3075 PG 1045 PER OR 3360 PG 0719 PER OR 3873 PG
1101 PER OR 7219 PG 0298

TAX PARCEL NUMBER 6303-11-01-0012

PART OF LOTS 1 2 & 3 S & E OF BRIDGE APPROACH BEING W 239 FT ON S/L & INC E 100 FT OF W 255 FT OF LOT 3 EXC ROAD BLK A WILSONS PORT ORANGE PER OR 1564 PG 0390 PER OR 2368 PG 1098 PER OR 8057 PG 4666

TAX PARCEL NUMBER 6341-04-05-0010

LOT 5A EXC W 150 FT & N 5 FT OF LOT 5B EXC W 150 FT & RIP RTS ELIZABETH BUNCH GRANT PORT ORANGE PER OR 2380 PG 861

TAX PARCEL NUMBER 6341-04-05-0050

N 75 FT OF S 145 FT OF E 190 FT OF LOT 5B & RIP RTS FILLED LAND & ACCRETIONS ELIZABETH BUNCH GRANT PORT ORANGE EXC ST RD 5 PER OR 4746 PGS 0051-0052 PER OR 5545 PG 4642 PER OR 5641 PG 4197 PER OR 6100 PG 4982 PER OR 6343 PG 0795 PER OR 6928 PG 1511

TAX PARCEL NUMBER 6341-04-05-0040

S 70 FT OF E 210 FT OF LOT 5B & RIP RTS ELIZABETH BUNCH GRANT PORT ORANGE EXC ST RD 5 PER OR 1536 PG 0571 PER UNREC D/C PER OR 6963 PG 0015 PER OR 7124 PG 1251 PER OR 7268 PG 1942 PER OR 7401 PG 3696 PER OR 7412 PG 2633 PER OR 7777 PG 4619

TAX PARCEL NUMBER 6341-04-05-0020

W 150 FT LOT 5-A & W 150 FT OF N 5 FT LOT 5-B & S 145 FT LOT 5-B EXC N 75 FT OF E 190 FT & EXC S 70 FT OF E 210 FT EXC R/W ELIZABETH BUCH GRANT IN PORT ORANGE MB 3 PG 128 PER OR 4327 PG 1954 PER OR 6031 PGS 3505-3506 PER OR 6598 PG 1462

TAX PARCEL NUMBER 6341-04-03-0010

N 40 FT OF W 203 FT OF LOT 3A EXC ROAD ELIZABETH BUNCH GRANT PORT ORANGE PER OR 4174 PG 1277 PER OR 7781 PG 4878

TAX PARCEL NUMBER 6341-02-00-0120

LOT 11 EXC N 20 FT & LOT 12 EXC ST RD 5 R/W & 1/2 VACATED ST E KERR & TOWNSLEY ADD PORT ORANGE PER OR 3878 PG 4051

TAX PARCEL NUMBER 6341-02-00-0130

W 132.5 FT OF LOTS 13 & 14 LYING E OF US 1 R/W KERR & TOWNSLEY ADD PORT ORANGE PER OR 3965 PG 0015

TAX PARCEL NUMBER 6341-02-00-0140

E 50 FT OF LOTS 13 & 14 & INC W 1/2 OF VAC ST E OF SAME KERR & TOWNSLEY ADD PORT ORANGE PER OR 3965 PG 0015

TAX PARCEL NUMBER 6341-04-03-0020

S 35 FT OF W 203 FT OF LOT 3A ELIZABETH BUNCH GRANT PORT ORANGE EXC R/W & INC N 20 FT OF LOT 11 EXC R/W & 1/2 VAC ST E KERR TOWNSLEY ADD PT ORANGE PER OR 4445 PG 1578

TAX PARCEL NUMBER 6303-11-06-0191

LOT 19 EXC N 64 FT BLK F WILSONS PORT ORANGE MB 15 PG 3 EXCST PER OR 5192 PG 2626

TAX PARCEL NUMBER 6303-00-00-0013

3 16 33 FROM NW CORNER SEC 3 THENCE S 409.1 FT THENCE E 401.11 FT TO POINT OF BEGINNING THENCE E 466.19 FT THENCE S 200 FT THENCE W 167.57 FT THENCE N 81.69 FT THENCE W 295.42 FT THENCE N 68.44 FT TO POINT OF BEGINNING PER OR 4700 PGS 2782-2783

TAX PARCEL NUMBER 6303-16-00-0014

N 150.42 FT ON RIDGEWOOD AVE OF W 358.83 FT ON N/L E OF RIDGEWOOD LOT 1 DANIELS PORT ORANGE MB 3 PG 29 PER OR 7847 PG 2827

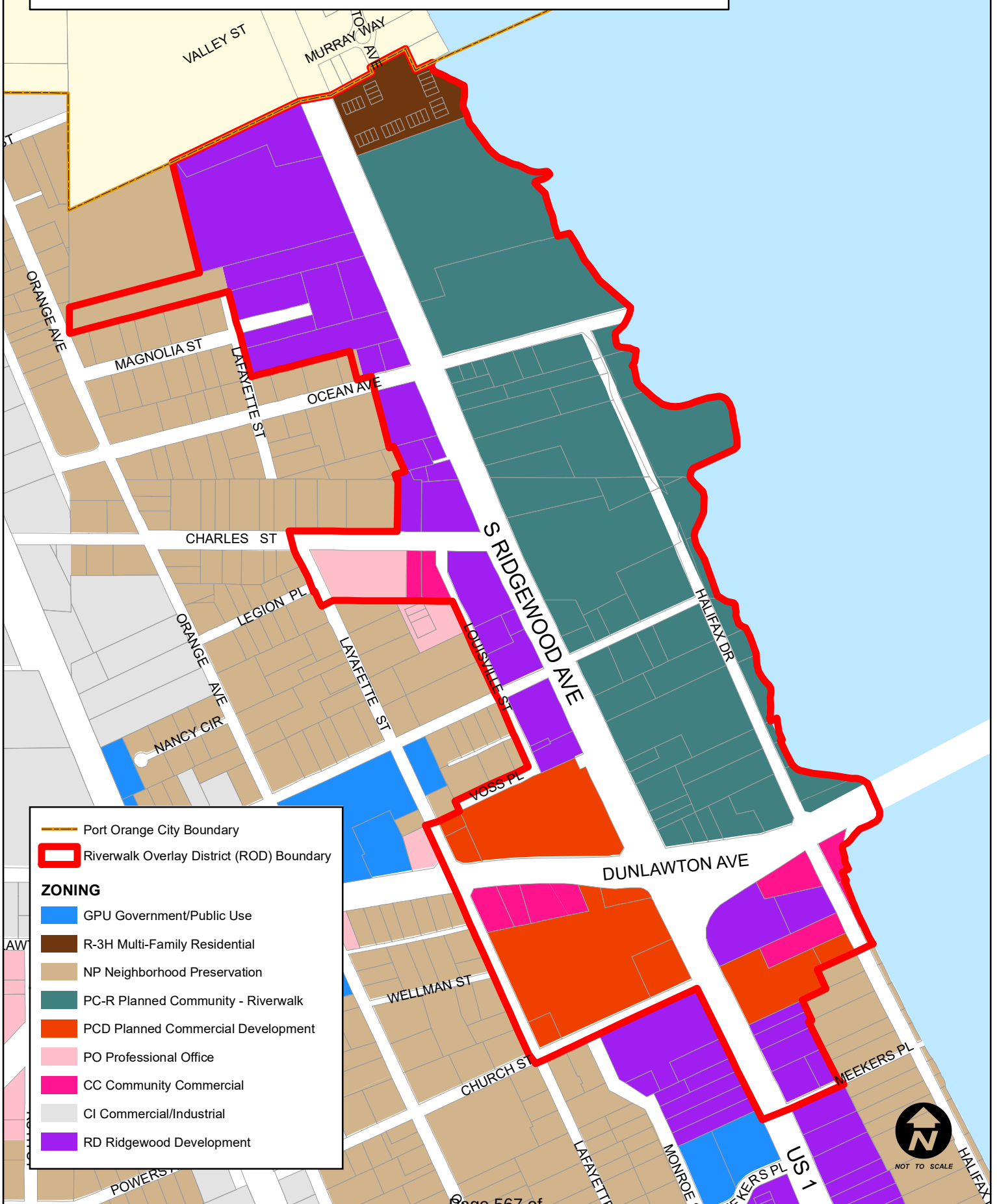
TAX PARCEL NUMBER 6303-11-02-0032

03 16 33 PART OF LOT 3 LYING E'LY OF HALIFAX DRIVE & RIPARIAN RIGHTS BLK B WILSONS MAP OF PORT ORANGE MB 1 PG 154 PER OR 2143 PG 1829 PER OR 6127 PG 109 PER OR 6139 PG 1188 PER OR 7066 PG 2271

TAX PARCEL NUMBER 6303-11-06-0031

N 21.25 FT OF LOT 3 EXC E 136.8 FT BLK F WILSON PORT ORANGE PER

RIVERWALK OVERLAY DISTRICT





STAFF REPORT

CASE NO. 21-25000005

LDC Amendment/ Chapters 2, 17, and 18

REQUEST:	Amendments to Chapters 2, 17, and 18 of the Land Development Code (LDC) regarding the Riverwalk Overlay District and the Planned Commercial-Riverwalk (PC-R) zoning district.
APPLICANT:	City of Port Orange
STAFF CONTACT:	Penelope Cruz, Planning Manager (386) 506-5671
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION:	Recommended Approval (August 26, 2021)
PORT ORANGE TOWN CENTER CRA & CITY COUNCIL JOINT MEETING DATE: September 21, 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 2, 17, and 18 of the Land Development Code (LDC) are intended to update the Riverwalk Overlay District (ROD) and the Planned Commercial-Riverwalk (PC-R) zoning district regulations in an effort to support the City’s redevelopment efforts in the Riverwalk area.

Riverwalk Overlay District (ROD) Amendments

The Riverwalk Overlay District (ROD) was adopted in 2004 to limit the uses that could be developed on property adjacent to the City’s ±35-acre Riverwalk area that would be inconsistent with the City’s long-term vision of the Riverwalk area as a walkable mixed-used development along the Halifax River that includes commercial, office, residential, civic, and entertainment uses. The ROD is generally located on the west and east side of Ridgewood Avenue, north of Meeker Place to the north City boundary.

The proposed amendments to the ROD include adjustments to the overlay district boundary and minor changes that are simple clean-up items, address problems encountered when applying the code, or intended to support the City’s redevelopment efforts within the overlay district, such as:

- Revise the boundary of the ROD to remove parcels zoned Neighborhood Preservation (NP) and Government Public Use (GPU). The uses listed as permitted uses in the ROD are not consistent with the uses and intent of the NP or GPU zoning district.
- Include the ROD boundary map in the LDC.
- Remove the additional permitted uses for property within the ROD. The uses removed are duplicate uses already listed as permitted for the properties within ROD by the underlying zoning.
- Update the list of permitted uses with special development requirements to include indoor motor vehicle and boat storage, off-site parking lot, and outdoor fruit and vegetable or craft markets, and established special development requirements to ensure these uses are developed within the City's current vision for the area surrounding the Riverwalk area.
- Remove the childcare facilities use from the list of prohibited uses, as this use can be developed in a manner consistent with the City's current vision for the area surrounding the Riverwalk area.
- Clarify that a use not permitted in the ROD can be approved as a permitted use if the use is included in a Master Development Agreement (MDA) approved by the City Council.
- Update terms and uses revised in previous LDC amendments for internal consistency.

Planned Commercial-Riverwalk (PC-R) zoning district Amendments

In 2007, the Riverwalk District property located on the east side of Ridgewood Avenue between the north City limit and Dunlawton Avenue was rezoned to Planned Commercial-Riverwalk (PC-R) and the City adopted the PC-R zoning district regulations. The original development concept for Riverwalk has changed in recent years from having one developer establish a master plan for the development of the entire ±35-acre Riverwalk area to a City park and multiple developers developing specific areas within the ±35-acre Riverwalk area to achieve the Port Orange Town Center Plan objectives. However, the PC-R zoning district still has requirements based on the ±35-acre Riverwalk area being master planned that can impact redevelopment options for the remaining undeveloped areas.

The proposed amendments include both minor changes that are simple clean-up items and amendments address problems or issues encountered when applying the code, as well as changes that are intended to support the City's redevelopment efforts and the new approach to redeveloping the remaining vacant property within the ±35-acre Riverwalk area:

- Revise the total density and intensity (non-residential square-footage) entitlements to be consistent with the format in the City's Comprehensive Plan and the Port Orange Town Center Community Redevelopment Plan: 1) maximum of 800 residential units, 2) 240,000 square-feet of commercial, and 3) 51,700 square-feet of office.
- Remove all references to a design manual and defer to the architectural requirements in Chapter 14 of the LDC.
- Remove references to master planned infrastructure, such as a master stormwater management system and stormwater credits, as this was related to a prior vision for the entire ±35-acres to be master planned.
- Remove references to conditional certificates of occupancy and bonding of improvements and defer to the City's current process for issuing certificates of occupancy and bonding improvements.

- Remove references to the Riverwalk Parking Authority, parking standards manual, and parking credits as these items or requirements were related to a prior vision for the entire ±35-acres to be a master planned.
- Remove duplicate text regarding public parks and recreation facilities.
- Add the following permitted uses for the Mixed-Use project type: outdoor fruit and vegetable or craft market, hotel, marina, water taxi, and medical office.
- Remove the section about interim conditional uses for the Mixed-Use project type that expired in 2014.
- Remove the list of uses not permitted in the Mixed-use and Hi-rise residential project types. This language is not needed as Chapter 17, Section 1 of the LDC states that if a use is not listed as a permitted use for a specific zoning district, the use is not allowed. Also, the other City zoning districts only list permitted uses and do not list uses not allowed.
- Revise dimensional requirements for mixed uses to remove requirements for the maximum and minimum number of stories a building must have and allow the existing maximum/minimum height requirements to regulate height; and reduce the minimum living area from 800 square-feet to 500 square feet based on current market trends and to add flexibility in design.
- Replace Figure 17:4 with the revised Riverwalk Planned Community Conceptual Development Plan.

RECOMMENDATION

Staff recommends approval of the amendments to Chapter 2, 17, and 18 of the Land Development Code (LDC).

ATTACHMENTS

Exhibit 1 - Proposed LDC Amendments to Chapter 2, 17, and 18



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/5/2021

Consent item: No

SUBJECT: (F21) First Reading - Ordinance No. 2021-24 - 21-1 Large-Scale Comprehensive Plan Amendment/Property Rights Element (Case No. 21-20000001)

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Ordinance 2021-24, amending the Comprehensive Plan to create a Property Rights Element (Chapter 11), and transmittal to the State and regional agencies for review.

SUMMARY: Planning Commission Action (8/26/21): Recommended Approval (7-0)

The proposed amendment is a City initiated request to approve a Large-Scale Comprehensive Plan Text Amendment, creating a Property Rights Element in the City's Comprehensive Plan, to ensure that private property rights for property owners are considered in local decision making. House Bill 59 was approved during the 2021 legislative session and signed by Governor DeSantis on June 29, 2021 and became effective on July 1, 2021. The proposed amendment will not create any impact on residents, as the amendment is to ensure it is documented at the local level that private property rights are to be considered in all local decision making, in addition to existing protection in State and Federal law related to private property rights.

House Bill 59 included model language that a local government could use to establish the mandated property rights element in their comprehensive plan and be in compliance with House Bill 59. The Goal, Objective, and Policies listed below are consistent with the model language provided in House Bill 59 and is proposed to be included as Chapter 11 in the City's Comprehensive Plan.

CHAPTER 11 – PROPERTY RIGHTS ELEMENT

GOAL 1: TO RESPECT JUDICIALLY ACKNOWLEDGED AND CONSTITUTIONALLY PROTECTED PRIVATE PROPERTY RIGHTS.

Objective 1.1: The following policies are to ensure that private property rights shall be considered in local decision making.

Policy 1.1: The right of a property owner to physically possess and control his or her interests in the property, including easements, leases, or mineral rights.

Policy 1.2: The right of a property owner to use, maintain, develop, and improve his or her property for personal use or for the use of any other person, subject to

state law and local ordinances.

Policy 1.3: The right of the property owner to privacy and to exclude others from the property to protect the owner's possessions and property.

Policy 1.4: The right of a property owner to dispose of his or her property through sale or gift.

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 2021-24 with exhibit	Ord 2021-24 Property Rights.pdf
2.	Staff Rpt_21-1CPA_Property Rights Element	Staff Rpt_21-1CPA_Property Rights Element.pdf

Penelope Cruz

Created/Initiated - 9/21/2021

ORDINANCE NO. 2021-24

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA; AMENDING THE
COMPREHENSIVE PLAN BY CREATING A NEW
PROPERTY RIGHTS ELEMENT IN ACCORDANCE WITH
SECTION 163.3177(6)(i), FLORIDA STATUTES;
PROVIDING FOR CONFLICTING ORDINANCES,
SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Section 163.3167, Florida Statutes, part of *Florida's Community Planning Act*, requires the City of Port Orange to maintain a comprehensive plan to guide its future development and growth; and

WHEREAS, Florida's *Community Planning Act* was amended during the 2021 Legislative Session by the passage of House Bill Number 59 (initially codified as Chapter Number 2021-195, *Laws of Florida*) to require every city and county within the State "to include in its comprehensive plan a property rights element." (Section 163.3177(6)(i), *Florida Statutes*); and

WHEREAS, City of Port Orange respects judicially acknowledged and constitutionally protected private property rights; and

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

WHEREAS, the pertinent goals, objectives and policies of the *Comprehensive Plan* support the approval of the amendment set forth in this Ordinance as well as the controlling provisions of State law; and

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

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

WHEREAS, the City Council hereby declares that the purpose and intent of the proposed amendment to the Comprehensive Plan is to guide future growth and development; encourage the most appropriate use of land, water, and other resources, consistent with the public interest; promote and protect the public health, safety, comfort, good order, appearance, convenience, aesthetics, and general welfare; prevent the overcrowding of land and avoid undue concentration of population; provide adequate and efficient transportation, water, sewage, drainage, fire protection, parks, recreational facilities, housing, and other services, facilities and resources; and conserve and protect natural resources within the City, while protecting private property rights; and

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

Section 1. For purposes herein, the term “Comprehensive Plan”, shall mean the Comprehensive Plan for the City of Port Orange, consisting of the two (2) volumes entitled “Comprehensive Plan City of Port Orange 2010-2025”, including Binder No. 1, consisting of ten (10) elements, including Future Land Use and Future Land Use Map; Transportation; Housing; Public Facilities; Public Schools Facilities; Coastal Zone Management; Conservation; Recreation and Open Space; Intergovernmental

Coordination; and Capital Improvements, all as adopted by Ordinance No. 1999-43, as subsequently amended by Ordinances No. 1999-46, 1999-56, 1999-57, 2000-1, 2000-8, 2000-13, 2000-25, 2000-29, 2000-41, 2001-2, 2001-21, 2001-26, 2001-28, 2001-75, 2001-76, 2001-89, 2002-7, 2002-20, 2003-3, 2003-1, 2003-22, 2003-39, 2004-34, 2004-39, 2005-1, 2005-3, 2005-13, 2005-15, 2005-25, 2005-27, 2005-30, 2005-31, 2005-49, 2006-9, 2006-16, 2006-24, 2006-41, 2006-51, 2006-53, 2007-4, 2007-14, 2007-30, 2007-48, 2007-55, 2007-57, 2007-60, 2007-61, 2008-2, 2008-8, 2008-9, 2008-12, 2008-16, 2008-19, 2008-36, 2009-3, 2009-19, 2009-20, 2010-14, 2010-20, 2010-30, 2011-24, 2011-34, 2012-8, 2012-24, 2012-30, 2013-20, 2013-25, 2014-31, 2014-32, 2015-42, 2015-44, 2016-6, 2016-20, 2016-24, 2016-26, 2017-4, 2017-33, 2018-10, 2018-15, 2018-18, 2018-20, 2018-29, 2018-30, 2019-11, 2019-21, 2019-23, 2019-33, 2019-41, 2020-2, 2020-5, 2020-11, 2020-14, 2020-22, 2020-34, 2020-39, 2021-1, 2021-14, and this ordinance.

Section 2. The City Council hereby adopts and incorporates into this Ordinance the recitals (whereas clauses) to this Ordinance as well as City staff report relating to this Ordinance as the legislative findings of the City Council.

Section 3. This Ordinance is internally consistent with the goals, objectives and policies of the Comprehensive Plan of the City of Port Orange.

Section 4. The City Council hereby adopts an amendment to the Comprehensive Plan of the City of Port Orange thereby creating the property rights element as set forth in **EXHIBIT “A”**, attached hereto and made a part of this Ordinance as if fully set forth herein.

Section 5. The Community Development Director or designee is hereby authorized to transmit copies of the proposed amendment to the Comprehensive Plan City of Port Orange 2010-2025 to the appropriate agencies and to any other unit of local government.

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

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

Section 8. This ordinance shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the day of

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

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

EXHIBIT "A"

COMPREHENSIVE PLAN
PROPERTY RIGHT ELEMENT

Policy Document

CHAPTER 11: PROPERTY RIGHTS ELEMENT

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GOALS, OBJECTIVES, AND POLICIES

GOAL: TO RESPECT JUDICIALLY ACKNOWLEDGED AND CONSTITUTIONALLY PROTECTED PRIVATE PROPERTY RIGHTS.

Objective 1: The following policies are to ensure that private property rights shall be considered in local decision making.

Policy 1.1: The right of a property owner to physically possess and control his or her interests in the property, including easements, leases, or mineral rights.

Policy 1.2: The right of a property owner to use, maintain, develop, and improve his or her property for personal use or for the use of any other person, subject to state law and local ordinances.

Policy 1.3: The right of the property owner to privacy and to exclude others from the property to protect the owner's possessions and property.

Policy 1.4: The right of a property owner to dispose of his or her property through sale or gift.



STAFF REPORT

21-1 Large-Scale Comprehensive Plan Amendment/
CASE NO. 21-20000001

REQUEST:	Amend the Comprehensive Plan to create a Property Rights Element in compliance with House Bill 59.
APPLICANT:	City of Port Orange
STAFF CONTACT:	Penelope Cruz, Planning Manager, (386) 506-5671
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION:	Recommended Approval (August 26, 2021)
CITY COUNCIL:	September 21, 2021

OVERVIEW

The proposed amendment is a City initiated request to approve a Large-Scale Comprehensive Plan Text Amendment, creating a Property Rights Element in the City's Comprehensive Plan, to ensure that private property rights for property owners are considered in local decision making. House Bill 59 was approved¹ during the 2021 legislative session and signed by Governor DeSantis on June 29, 2021 and became effective on July 1, 2021. The proposed amendment will not create any impacts for residents, as the amendment is to ensure it is documented at the local level that private property rights are to be considered in all local decision making, in addition to existing protection in State and Federal law related to private property rights.

DISCUSSION

House Bill 59 mandates all local governments to adopt a Property Rights Element as part of their comprehensive plan. According to House Bill 59, prior to the City processing the next city-initiated or private property landowner-initiated amendment to the City's Comprehensive Plan, the City must add a property rights element to the comprehensive plan. Therefore, this essentially means that any development proposal that requires a comprehensive plan amendment is under a moratorium until the City adds a property rights element into their Comprehensive Plan. Staff has initiated this amendment as there are pending private property owner-initiated and City-initiated Future Land Map amendment requests that would not be able to be processed until the property rights element is added into the City's Comprehensive Plan.

House Bill 59 included model language that a local government could use to establish the mandated property rights element in their comprehensive plan and be in compliance with House Bill 59. Staff is proposing the following Goal, Objective, and Policies be included as Chapter 11 in the City's Comprehensive Plan to ensure private property

¹ House Vote 82 Yeas - 32 Nays; Senate Vote 38 Yeas - 0 Nays

rights are considered in all local decision making and comply with House Bill 59. The Goal, Objective, and Policies listed below are consistent with the model language provided in House Bill 59:

PROPOSED AMENDMENT

CHAPTER 11 – PROPERTY RIGHTS ELEMENT

GOAL 1: TO RESPECT JUDICIALLY ACKNOWLEDGED AND CONSTITUTIONALLY PROTECTED PRIVATE PROPERTY RIGHTS.

Objective 1.1: The following policies are to ensure that private property rights shall be considered in local decision making.

Policy 1.1: The right of a property owner to physically possess and control his or her interests in the property, including easements, leases, or mineral rights.

Policy 1.2: The right of a property owner to use, maintain, develop, and improve his or her property for personal use or for the use of any other person, subject to state law and local ordinances.

Policy 1.3: The right of the property owner to privacy and to exclude others from the property to protect the owner's possessions and property.

Policy 1.4: The right of a property owner to dispose of his or her property through sale or gift.

RECOMMENDATION

Staff recommends approval of the proposed amendment to the City's Comprehensive Plan to create a Property Rights Element (Chapter 11) in compliance with House Bill 59.

Attachments

Exhibit A - House Bill 59 (see the highlighted State mandate)

Exhibit A

CHAPTER 2021-195

Committee Substitute for Committee Substitute for Committee Substitute for House Bill No. 59

An act relating to growth management; amending s. 163.3167, F.S.; specifying requirements for certain comprehensive plans effective, rather than adopted, after a specified date and for associated land development regulations; amending s. 163.3177, F.S.; requiring local governments to include a property rights element in their comprehensive plans; providing a statement of rights which a local government may use; requiring a local government to adopt a property rights element by the earlier of its adoption of its next proposed plan amendment initiated after a certain date or the next scheduled evaluation and appraisal of its comprehensive plan; prohibiting a local government's property rights element from conflicting with the statement of rights contained in the act; amending s. 163.3237, F.S.; providing that the consent of certain property owners is not required for development agreement changes under certain circumstances; providing an exception; amending s. 337.25, F.S.; requiring the Department of Transportation to afford a right of first refusal to certain individuals under specified circumstances; providing requirements and procedures for the right of first refusal; amending s. 380.06, F.S.; authorizing certain developments of regional impact agreements to be amended under certain circumstances; providing retroactive applicability; providing a declaration of important state interest; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Subsection (3) of section 163.3167, Florida Statutes, is amended to read:

163.3167 Scope of act.—

(3) A municipality established after the effective date of this act shall, within 1 year after incorporation, establish a local planning agency, pursuant to s. 163.3174, and prepare and adopt a comprehensive plan of the type and in the manner set out in this act within 3 years after the date of such incorporation. A county comprehensive plan is controlling until the municipality adopts a comprehensive plan in accordance with this act. A comprehensive plan for a newly incorporated municipality which becomes effective ~~adopted~~ after January 1, 2016 ~~2019~~, and all land development regulations adopted to implement the comprehensive plan must incorporate each development order existing before the comprehensive plan's effective date, may not impair the completion of a development in accordance with such existing development order, and must vest the density and intensity approved by such development order existing on the effective date of the comprehensive plan without limitation or modification.

Section 2. Paragraph (i) is added to subsection (6) of section 163.3177, Florida Statutes, to read:

163.3177 Required and optional elements of comprehensive plan; studies and surveys.—

(6) In addition to the requirements of subsections (1)-(5), the comprehensive plan shall include the following elements:

(i)1. In accordance with the legislative intent expressed in ss. 163.3161(10) and 187.101(3) that governmental entities respect judicially acknowledged and constitutionally protected private property rights, each local government shall include in its comprehensive plan a property rights element to ensure that private property rights are considered in local decisionmaking. A local government may adopt its own property rights element or use the following statement of rights:

The following rights shall be considered in local decisionmaking:

1. The right of a property owner to physically possess and control his or her interests in the property, including easements, leases, or mineral rights.
2. The right of a property owner to use, maintain, develop, and improve his or her property for personal use or for the use of any other person, subject to state law and local ordinances.
3. The right of the property owner to privacy and to exclude others from the property to protect the owner's possessions and property.
4. The right of a property owner to dispose of his or her property through sale or gift.

2. Each local government must adopt a property rights element in its comprehensive plan by the earlier of the date of its adoption of its next proposed plan amendment that is initiated after July 1, 2021, or the date of the next scheduled evaluation and appraisal of its comprehensive plan pursuant to s. 163.3191. If a local government adopts its own property rights element, the element may not conflict with the statement of rights provided in subparagraph 1.

Section 3. Section 163.3237, Florida Statutes, is amended to read:

163.3237 Amendment or cancellation of a development agreement.—A development agreement may be amended or canceled by mutual consent of the parties to the agreement or by their successors in interest. A party or its designated successor in interest to a development agreement and a local government may amend or cancel a development agreement without securing the consent of other parcel owners whose property was originally subject to the development agreement, unless the amendment or



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/5/2021

Consent item: No

SUBJECT: (F22) Approval of Subdivision Plat for The Palms at Ashton Lakes Subdivision (Case No. 21-50000002)

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve the Subdivision Plat for The Palms at Ashton Lakes Subdivision.

SUMMARY: Planning Commission Action (8/26/21): Recommended Approval (7-0)

The applicant, Roger Strcula, Upham, Inc., requests approval to subdivide ± 18.72 acres into two lots: Lot #1 (± 17.67 -acres) for The Palms at Ashton Lakes Assisted Living Facility (ALF), which is currently under construction, and Lot #2 (± 1.05 -acres) for a vacant commercial outparcel. The subject property is located at the southeast corner of S. Williamson Boulevard and Oakwater Lane.

The subdivision plat has been designed according to the lot dimensional requirements and 2019 lot configuration shown in the approved The Palms at Ashton Lakes Planned Commercial Development (PCD) Master Development Agreement (MDA) and Conceptual Development Plan (CDP).

The required subdivision infrastructure (water, sewer, drainage, access drives, and driveways) to serve the subdivision is currently being constructed as part of the site plan for The Palms at Ashton Lakes Assisted Living Facility. Therefore, no subdivision infrastructure improvements are required with the subdivision plat as all required subdivision infrastructure improvements will be built and accepted as part of the Palms at Ashton Lakes Assisted Living Facility site plan prior to the subdivision plat being recorded. Prior to development on Lot #2, a site plan will need to be submitted to the City and will be required to meet the standard commercial site requirements (landscape buffers, screening, architecture, infrastructure, parking, etc.) in the City's Land Development Code and The Palms at Ashton Lakes MDA.

The permitted uses for the two (2) proposed lots are set forth in The Palms at Ashton Lakes MDA. The permitted uses in the MDA include Assisted Living Facility and all uses permitted in the City's Community Commercial (CC) zoning district except motor vehicle service stations, convenience stores, bars, and self-storage facilities (see Exhibit B of Staff Report). A specific use for Lot #2 is not known at this time.

The Staff Report is attached for more information.

Project No.: N/A

Funding Account No.: N/A

Presenter: Penelope Cruz, Tim Burman

ATTACHMENTS:

1.	Staff Report with Exhibit	Staff Report with Exhibit.pdf
2.	The Palms at Ashton Lakes Plat	The Palms at Ashton Lakes Plat.pdf

Penelope Cruz	Created/Initiated - 9/1/2021
Tim Burman	Approved - 9/2/2021
Shannon Balmer	Approved - 9/22/2021
Wayne Clark	Approved - 9/23/2021
Robin Fenwick	Final Approval - 9/24/2021



STAFF REPORT

SUBDIVISION PLAT / THE PALMS AT ASHTON LAKES SUBDIVISION

CASE NO. 21-50000002

REQUEST:	To subdivide ± 18.7 acres into two (2) commercial lots as shown on the approved The Palms at Ashton Lakes Planned Commercial Development (PCD) Conceptual Development Plan (CDP).
LOCATION:	Southeast corner of S. Williamson Boulevard and Oakwater Lane (6241 S. Williamson Blvd.)
OWNER:	NX Port Orange Owner, LLC
APPLICANT:	Roger Strcula, Upham Inc.
STAFF RECOMMENDATION:	Approval
STAFF CONTACT:	Gwen Perney, Principal Planner (386) 506-5673
PLANNING COMMISSION DATE:	Recommended Approval (August 26, 2021)
CITY COUNCIL DATE:	October 5, 2021

DISCUSSION

The applicant is requesting to subdivide ± 18.72 acres located at the southeast corner of S. Williamson Boulevard and Oakwater Lane (Figure 1) into two (2) commercial lots. The subdivision plat (Exhibit A) has been designed according to the lot dimensional requirements and lot layout of the approved The Palms at Ashton Lakes Planned Commercial Development (PCD) Master Development Agreement (MDA) and Conceptual Development Plan (CDP). The proposed subdivision plat will create a ± 17.67 -acre lot (Lot #1) for The Palms at Ashton Lakes Assisted Living Facility (ALF), which is currently under construction, and a ± 1.05 -acre lot (Lot #2) vacant commercial outparcel.

Figure 1. Location Map



In 2019, The Palms at Ashton Lakes Planned Commercial Development MDA and CDP was approved and set up the framework for the development of the subject property and subdivision of the subject property into two (2) commercial lots. Currently, The Palms at Ashton Lakes ALF is being built on Lot #1. The ALF site was designed to provide a shared access point along S. Williamson Boulevard, stormwater retention areas, and utility infrastructure to also support Lot #2. The subdivision plat includes preserving the existing St. John's River Water Management District conservation easements located along the east side of the property and along S. Williamson Boulevard as well as the existing Ashton Lakes residential subdivision sign at the northwest corner of Lot #1.

Prior to development on Lot #2, a site plan will need to be submitted to the City and approved by City staff. Any development on Lot #2 will be required to meet the standard commercial site requirements (landscape buffers, screening, architecture, infrastructure, parking, etc.) in the City's Land Development Code and The Palms at Ashton Lakes MDA. A specific use for Lot #2 is not known at this time.

The permitted uses for the two (2) proposed lots are set forth in The Palms at Ashton Lakes MDA. The permitted uses in the MDA include Assisted Living Facility and all uses permitted in the City's Community Commercial (CC) zoning district except motor vehicle service stations, convenience stores, bars, and self-storage facilities (Exhibit B). A specific use for Lot #2 is not known at this time.

The required subdivision infrastructure (water, sewer, drainage, access drives, and driveways) to serve the subdivision is currently being constructed as part of the site plan for The Palms at Ashton Lakes Assisted Living Facility. Therefore, no subdivision infrastructure improvements are required with the subdivision plat as all required subdivision infrastructure improvements will be built and accepted as part of the Palms at Ashton Lakes Assisted Living Facility site plan prior to the subdivision plat being recorded.

The proposed lots will be accessed from driveways off of Oakwater Lane and Williamson Boulevard. Cross-access easements are provided on the plat between the lots for vehicles and pedestrians to move between the lots.

CONCURRENCY REVIEW

Public facilities and services are currently available to serve the proposed two (2) commercial lots. Concurrency reviews for transportation, water, sewer, and stormwater drainage were completed for the proposed two lots when the site plan for The Palms at Ashton Lakes ALF was approved in 2019.

CONSISTENCY WITH COMPREHENSIVE PLAN

The proposed subdivision plat is consistent with the City's Comprehensive Plan. The subject property is designated *Commercial and Conservation* on the City's Future Land Use (FLU) Map. Approximately 12.35 acres of the 18.72-acre subject property is designated *Commercial* and the remaining 6.37 acres is designated *Conservation*. The 6.37 acres designated as *Conservation* is currently covered with an existing conservation easement dedicated to the St. Johns River Water Management District and will remain undeveloped.

According to the City's Comprehensive Plan, the subject property is part of a Community Commercial Node located around the intersection of S. Williamson Boulevard and Oakwater Lane/Airport Road. The Palms at Ashton Lakes PCD rezoning, and the MDA and CDP were found to be consistent with the City's Comprehensive Plan when approved in 2019.

RECOMMENDATION:

Staff recommends approval of the Subdivision Plat for The Palms at Ashton Lakes Subdivision, as it has been designed in accordance with the requirements of the City's Land Development Code (LDC) and The Palms at Ashton Lakes Master Development Agreement.

ATTACHMENT:

1. Exhibit A – The Palms at Ashton Lakes Subdivision Plat
2. Exhibit B – Permitted Uses for The Palms at Ashton Lakes PCD

EXHIBIT B

7. PERMITTED USES:

The usage of the property may include the following:

A. Type of Use:

- (1) The property described on Exhibit "A" & depicted on Exhibit "B" shall be authorized to include the following uses:
 - (a) Assisted Living Facilities ("ALF")
 - (b) Permitted Uses, Permitted Uses with special Development Requirements, and Special Exception Uses allowed in the Community Commercial (CC) zoning district, as amended from time to time.
- (2) The following uses in the Community Commercial (CC) zoning districts are prohibited:
 - (a) Motor vehicle service stations
 - (b) Convenience stores with or without fuel operations
 - (c) Bars, lounges, and night clubs
 - (d) Fortune tellers, astrologers, and palm readers
 - (e) Funeral Homes
 - (f) Game/recreation facilities
 - (g) Marina, recreational
 - (h) Motor vehicle and boat storage facilities
- (3) Assisted Living Facility or ALF shall refer to a facility, for more than three persons unrelated to the owner, where shelter and services are provided and may include meals, housekeeping, medical and personal care assistance. An ALF may also include Memory Care Facilities ("MCF") designed to care for persons who are experiencing the effects of Alzheimer's, dementia or other medically diagnosed cognitive impairment. Independent Living Facilities ("ILF") that provide shelter and services such as meals, housekeeping, limited medical and personal care assistance may also be included in an ALF development provided that the ALF and MCF uses are the predominant use and the facility has a business tax receipt issued by the City for an ALF.

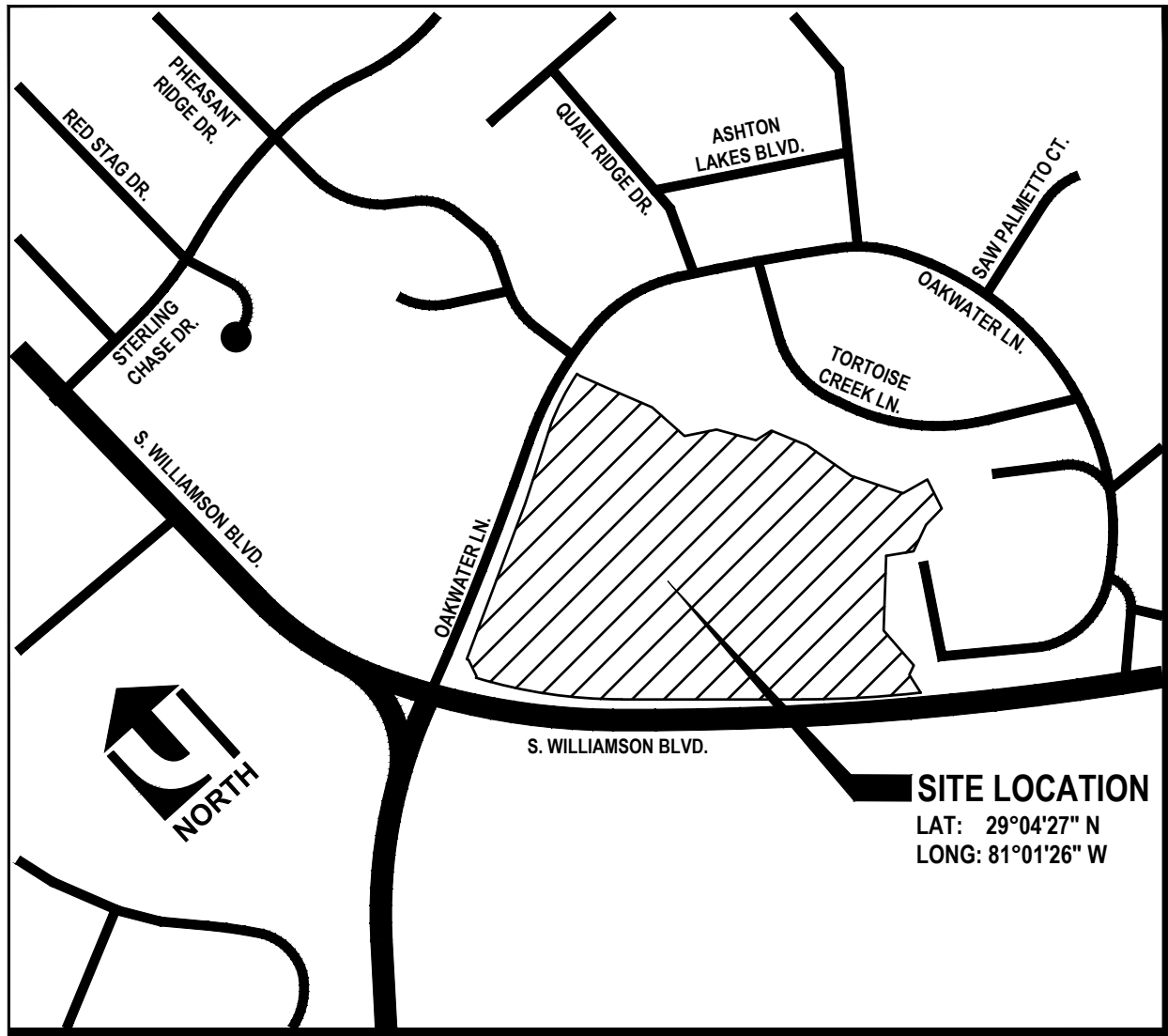
THE PALMS AT ASHTON LAKES

A PORTION OF LAND WITHIN SECTION 32 TOWNSHIP 16 SOUTH, RANGE 33 EAST, CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA

DESCRIPTION:

BEING A PORTION OF NORTHWEST ONE-QUARTER OF SECTION 32, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, BEING PARTICULAR DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 32, TOWNSHIP 16 SOUTH, RANGE 33 EAST, RUN THENCE SOUTH 19 DEGREES 35 MINUTES 40 SECONDS EAST FOR A DISTANCE OF 1006.41 FEET TO THE MOST WESTERLY AND SOUTHERLY CORNER OF ASHTON LAKE PHASE 1, AT CYPRESS HEAD AS RECORDED IN MAP BOOK 48, PAGES 2 THROUGH 4, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID POINT BEING THE WEST RIGHT-OF-WAY LINE OF WILLIAMSON BOULEVARD (A 100 FOOT RIGHT-OF-WAY AS PLATTED ON MAP OF CYPRESS HEAD, PHASE 1-A, AS RECORDED IN MAP BOOK 44, PAGES 36 THROUGH 43, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID POINT ALSO BEING THE POINT OF BEGINNING, THENCE NORTH 58 DEGREES 25 MINUTES 53 SECONDS EAST FOR A DISTANCE OF 4.98 FEET; THENCE NORTH 15 DEGREES 46 MINUTES 04 SECONDS EAST FOR A DISTANCE OF 50.49 FEET; THENCE NORTH 26 DEGREES 45 MINUTES 57 SECONDS WEST FOR A DISTANCE OF 5.01 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF OAKWATER LANE AS PLATTED ON SAID ASHTON LAKE, PHASE 1, AT CYPRESS HEAD; THENCE NORTH 62 DEGREES 37 MINUTES 29 SECONDS EAST ALONG THE SOUTH RIGHT-OF-WAY LINE FOR A DISTANCE OF 460.63 FEET; THENCE NORTH 60 DEGREES 06 MINUTES 54 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE FOR A DISTANCE OF 228.42 FEET TO A NON-TANGENT CURVE CONCAVE TO THE SOUTH AND TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 685.00 FEET, A CENTRAL ANGLE OF 13 DEGREES 25 MINUTES 47 SECONDS, A CHORD BEARING OF NORTH 69 DEGREES 17 MINUTES 36 SECONDS EAST, A CHORD DISTANCE OF 160.19 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 160.56 FEET TO THE WEST BOUNDARY OF ASHTON LAKE, PHASE II, AT CYPRESS HEAD, AS RECORDED IN MAP BOOK 49, PAGE 162 THROUGH 163, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG THE SAID WEST BOUNDARY SOUTH 13 DEGREES 30 MINUTES 07 SECONDS EAST FOR A DISTANCE OF 10.02 FEET; THENCE SOUTH 24 DEGREES 10 MINUTES 09 SECONDS EAST FOR A DISTANCE OF 87.33 FEET; THENCE SOUTH 24 DEGREES 40 MINUTES 03 SECONDS EAST FOR A DISTANCE OF 130.64 FEET; THENCE SOUTH 06 DEGREES 29 MINUTES 37 SECONDS EAST FOR A DISTANCE OF 120.28 FEET; THENCE SOUTH 59 DEGREES 41 MINUTES 37 SECONDS EAST FOR A DISTANCE OF 90.55 FEET; THENCE SOUTH 32 DEGREES 27 MINUTES 31 SECONDS EAST FOR A DISTANCE OF 112.80 FEET; THENCE SOUTH 79 DEGREES 41 MINUTES 30 SECONDS EAST FOR A DISTANCE OF 50.53 FEET; THENCE SOUTH 25 DEGREES 49 MINUTES 08 SECONDS EAST FOR A DISTANCE OF 106.62 FEET; THENCE SOUTH 13 DEGREES 20 MINUTES 38 SECONDS EAST FOR A DISTANCE OF 149.31 FEET; THENCE SOUTH 29 DEGREES 19 MINUTES 44 SECONDS EAST FOR A DISTANCE OF 151.76 FEET; THENCE SOUTH 77 DEGREES 16 MINUTES 36 SECONDS EAST FOR A DISTANCE OF 77.23 FEET; THENCE SOUTH 15 DEGREES 25 MINUTES 58 SECONDS WEST LEAVING THE SAID WEST BOUNDARY OF ASHTON LAKE PHASE II, FOR A DISTANCE OF 89.54 FEET; THENCE SOUTH 86 DEGREES 04 MINUTES 31 SECONDS WEST FOR A DISTANCE OF 62.85 FEET; THENCE SOUTH 67 DEGREES 12 MINUTES 17 SECONDS WEST FOR A DISTANCE OF 81.10 FEET; THENCE NORTH 57 DEGREES 23 MINUTES 39 SECONDS WEST FOR A DISTANCE OF 77.14 FEET; THENCE SOUTH 43 DEGREES 58 MINUTES 23 SECONDS WEST FOR A DISTANCE OF 206.95 FEET; THENCE SOUTH 01 DEGREES 10 MINUTES 48 SECONDS WEST FOR A DISTANCE OF 127.85 FEET; THENCE SOUTH 67 DEGREES 28 MINUTES 26 SECONDS WEST FOR A DISTANCE OF 29.34 FEET; THENCE SOUTH 09 DEGREES 26 MINUTES 44 SECONDS WEST FOR A DISTANCE OF 58.64 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF AFORESAID WILLIAMSON BOULEVARD (A 100' RIGHT-OF-WAY) SAID POINT BEING ON A CURVE CONCAVE EASTERLY AND TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 2900.00 FEET, A CENTRAL ANGLE OF 06 DEGREES 30 MINUTES 53 SECONDS, A CHORD BEARING OF NORTH 51 DEGREES 11 MINUTES 08 SECONDS WEST, A CHORD DISTANCE OF 329.56 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 329.73 FEET TO THE POINT OF TANGENCY THEREOF; THENCE NORTH 47 DEGREES 56 MINUTES 26 SECONDS WEST FOR A DISTANCE OF 499.88 FEET TO THE POINT OF CURVE CONCAVE EASTERLY AND TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 1400.00 FEET, A CENTRAL ANGLE OF 16 DEGREES 47 MINUTES 29 SECONDS, A CHORD BEARING OF NORTH 39 DEGREES 32 MINUTES 42 SECONDS WEST, A CHORD DISTANCE OF 408.82 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 410.29 FEET TO THE POINT OF BEGINNING.



LOCATION MAP

SCALE 1" = 1000'

UPHAM

INC.

CIVIL ENGINEERING • SURVEYING • LANDSCAPE ARCHITECTURE

265 Kenilworth Avenue • Ormond Beach • Florida 32174

Voice: 386.672.9515 • Fax: 386.673.6554 • uphaminc.com

LB # 0003612

LC # 0000357

GENERAL NOTES:

1. ACCURACY: THE BOUNDARY LINEAR ERROR OF CLOSURE DOES NOT EXCEED 1 : 10,000. THE BOUNDARY ANGULAR ERROR OF CLOSURE DOES NOT EXCEED 15 SECONDS MULTIPLIED BY THE SQUARE ROOT OF THE NUMBER OF ANGLES TURNED.
2. ALL MEASUREMENTS ON THIS PLAT IS IN U.S. FOOT AND DECIMALS THEREOF. ALL MEASUREMENTS REFER TO HORIZONTAL PLANE IN ACCORDANCE WITH THE DEFINITION OF THE UNITED STATES SURVEY FOOT OR METER ADOPTED BY THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY. ALL MEASUREMENTS SHALL USE THE 39.37112-2.2808333333 EQUATION FOR CONVERSION FROM A U.S. FOOT TO METERS.
3. BEARINGS SHOWN HEREON ARE BASED ON THE STATE PLANE COORDINATE SYSTEM EAST ZONE NORTH AMERICAN DATUM OF 1983 (NAD83) WITH 2011 ADJUSTMENT AS DERIVED FROM THE LENGEMANN NETWORK (A TOPNET GNSS NETWORK). AS A REFERENCE FOR THIS SURVEY, ALONG THE RIGHT-OF-WAY LINE OF OAKWATER LANE HAS A BEARING OF (N 62°37'30" E).
4. THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL, IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
5. TOTAL NUMBER OF LOTS = 2

DIMENSIONAL REQUIREMENTS:	
A. MAXIMUM BUILDING HEIGHT:	45 FEET
B. PERIMETER SETBACKS:	25 FEET
C. INTERNAL PROPERTY LINE SETBACKS:	10 FEET
D. MAXIMUM NUMBER OF BUILDING LOTS:	2 LOTS
E. MINIMUM LOT SIZE:	.75 ACRES
F. MINIMUM LOT WIDTH:	150 FEET
G. MAXIMUM BUILDING COVERAGE:	20 FAR
H. MINIMUM OPEN SPACE:	30%
6. ALL LOTS SHOWN ON PLAT ARE SUBJECT TO THE RECORDED " THE PALMS AT ASHTON LAKES MDA" (ORB 7750, PG 1686) AND ANY SUBSEQUENT AMENDMENTS.
7. UTILITIES INCLUDE BUT ARE NOT LIMITED TO SANITARY SEWER, POTABLE WATER, RECLAIMED WATER, STORM DRAINAGE, ELECTRIC, TELEPHONE, CABLE TELEVISION, TELECOMMUNICATIONS, FIBER OPTIC, SECURITY, AND NATURAL GAS.
8. ALL PLATTED UTILITY EASEMENTS SHOWN ON THIS PLAT INCLUDE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
9. TO ALL OTHER EASEMENTS ARE SUBORDINATE TO ANY CONSERVATION EASEMENTS DEDICATED HEREON, THERE SHALL BE NO REMOVAL OR DISTURBANCE OF ANY VEGETATION WITHIN SUCH CONSERVATION EASEMENTS ANY PROPOSED CONSTRUCTION OR OTHER USE WITHIN A CONSERVATION EASEMENT MUST BE REVIEWED AND APPROVED BY THE CITY OF PORT ORANGE AND ANY OTHER AUTHORITY HAVING JURISDICTION OVER THE CONSERVATION EASEMENT.
10. MONUMENTS SHALL BE SET AT ALL LOT CORNERS, POINTS OF INTERSECTION, AND CHANGES OF DIRECTION OF LINES WITHIN THE SUBDIVISION WHICH DO NOT REQUIRE A "P.R.M." OR "P.C.P." IN ACCORDANCE WITH FLORIDA STATUTES CHAPTER 171.09(19).
11. THE LANDOWNER OF LOT 1, THEIR SUCCESSORS AND ASSIGNS IN INTEREST SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE DRAINAGE IMPROVEMENTS WITHIN THE BOUNDARIES OF THIS PLAT, AS DEPICTED ON THE STORMWATER MANAGEMENT PLAN APPROVED FOR DEVELOPMENT BY THE CITY OF PORT ORANGE. SHOULD THE LANDOWNER OF LOT 1 FAIL TO PERFORM MAINTENANCE OF THE OF THE DRAINAGE AND STORMWATER MANAGEMENT SYSTEM, THE CITY OF PORT ORANGE SHALL BE ENTITLED, BUT NOT OBLIGATED, TO ENTER UPON THE DESIGNATED DRAINAGE EASEMENT AREAS TO PERFORM MAINTENANCE, REPAIR, OR REPLACE THE FACILITIES, AND SHALL HAVE THE RIGHT TO LIEN ALL OWNERS OF RECORD IN THE PROPERTY FOR THE COST OF SUCH MAINTENANCE, REPAIR, AND REPLACEMENT, AS DEEMED BY THE CITY TO BE NECESSARY.
12. INDIVIDUAL LOT OWNER(S), THEIR SUCCESSORS AND ASSIGNS IN INTEREST, SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THEIR INDIVIDUAL LOT(S) AND THE EASEMENT AREAS GRANTED BY THIS PLAT WITHIN SAID LOTS. IN THE EVENT LOT 2 OWNER FAILS TO OPERATE AND MAINTAIN THE EASEMENT AREAS AS REFERENCED, THEN THE OWNER OF LOT 1, THEIR SUCCESSORS AND ASSIGNS IN INTEREST SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE EASEMENT AREAS AND MAY CHARGE THE OWNER(S) OF LOT 2, AS APPLICABLE, THEREFORE UNPAID AMOUNTS SHALL BE A LIEN AGAINST THE PROPERTY.
13. IN THE EVENT OF TERMINATION, DISSOLUTION, OR FINAL LIQUIDATION OF ALL THE ENTITIES' LANDOWNER(S), THE WATER MANAGEMENT SYSTEM WILL BE TRANSFERRED TO AND ACCEPTED BY AN ENTITY WHICH COMPLIES WITH SECTION 406-42.027, F.A.C. AND APPROVED BY THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT PRIOR TO SUCH TERMINATION, DISSOLUTION, OR LIQUIDATION.
14. THE LANDOWNER OF LOT 1, THEIR SUCCESSORS AND ASSIGNS IN INTEREST SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE PRIVATE UTILITY IMPROVEMENTS LOCATED WITHIN THE BOUNDARIES OF THIS PLAT.
15. THE PLAT IS SUBJECT TO THE DECLARATION OF EASEMENTS AND COVENANTS RECORDED IN ORB _____, PG _____ PUBLIC RECORDS, VOLUSIA COUNTY.

LEGEND:

- SET 4" CONCRETE MONUMENT "PRM" LB 3612
- FD 4" CONCRETE MONUMENT "PRM" LB 3612
- SET PARKER KALON NAIL & DISK "PRM" LB 3612
- CA CENTRAL ANGLE
- CH CHORD LENGTH
- CHB CHORD BEARING
- FD FOUND
- INC INCORPORATED
- L LENGTH
- LB LICENSED BUSINESS
- LC LICENSED CORPORATION
- MB MAP BOOK
- No. NUMBER
- ORB OFFICIAL RECORDS BOOK
- (P) PER PLAT IN MAP BOOK 50, PAGES 24-27
- PG PAGE
- PKD PARKER KALON NAIL & DISK
- PRM PERMANENT REFERENCE MONUMENT
- PSM PROFESSIONAL SURVEYOR & MAPPER
- R RADIUS
- R/W RIGHT-OF-WAY
- R/W — RIGHT-OF-WAY LINE
- EXISTING EASEMENT LINE

MAP BOOK:

PAGE:

DEDICATION

KNOWN ALL MEN BY THESE PRESENTS, NX PORT ORANGE OWNER LLC, IN FEE SIMPLE OF THE LANDS SHOWN AND DESCRIBED HEREON AS THE PLAT ENTITLED "THE PALMS AT ASHTON LAKES", LOCATED IN THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA HEREBY DEDICATES THE SAID LANDS AND PLAT FOR THE USES AND PURPOSES HEREON EXPRESSED. ALL PUBLIC UTILITY AND DRAINAGE EASEMENT(S) AS SHOWN OR DESCRIBED ON THE PLAT IS HEREBY GRANTED THE CITY OF PORT ORANGE, FLORIDA, ALL DRAINAGE, DRAINAGE MAINTENANCE ACCESS, AND CONSERVATION EASEMENTS SHOWN OR DESCRIBED ON THE PLAT, UNLESS OTHERWISE DESCRIBED, ARE HEREBY GRANTED TO THE CITY OF PORT ORANGE, FLORIDA. ACCESS EASEMENTS FOR INGRESS AND EGRESS SHOWN OR DESCRIBED ON THE PLAT ARE HEREBY GRANTED TO THE CITY OF PORT ORANGE FOR EMERGENCY VEHICLES AND GOVERNMENT SERVICES. THE INGRESS/EGRESS EASEMENT SHOWN OR DESCRIBED ON THE PLAT IS HEREBY GRANTED TO LOT 2.

IN WITNESS WHEREOF, NX PORT ORANGE OWNER LLC HAS CAUSED THESE PRESENTS TO BE EXECUTED IN ITS NAME AND ITS CORPORATE SEAL TO BE HEREUNTO AFFIXED BY ITS OFFICERS THEREUNTO DULY AUTHORIZED ON

THIS _____ DAY OF _____, 2021.

SIGNED AND SEALED IN THE PRESENCE OF

NX PORT ORANGE OWNER LLC

BY:

PRINTED NAME:

PRINTED NAME:

TITLE:

PRINTED NAME:

STATE OF COLORADO

THIS IS TO CERTIFY THAT ON THIS _____ DAY OF _____, 2021, BEFORE ME, AN OFFICER DULY AUTHORIZED TO TAKE ACKNOWLEDGMENTS IN THE STATE AND COUNTY AFORESAID, PERSONALLY APPEARED _____ AND _____ OF _____

NX PORT ORANGE OWNER LLC, A DELAWARE LIMITED LIABILITY COMPANY, EXECUTED THE FOREGOING DEDICATION AND SEVERALLY ACKNOWLEDGED THE EXECUTION THEREOF FOR AND ON BEHALF OF SAID CORPORATION. THEY(ARE) _____ (ARE NOT) _____ KNOWN TO ME OR HAVE PRODUCED _____ AS IDENTIFICATION.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL ON THE ABOVE DATE _____

SEAL

NOTARY PUBLIC, STATE OF COLORADO
AT LARGE
MY COMMISSION EXPIRES:

CITY COUNCIL CERTIFICATE OF APPROVAL

THIS STATEMENT HEREBY CERTIFIES THAT THE PLAT ENTITLED "THE PALMS AT ASHTON LAKES", WAS APPROVED BY THE PORT ORANGE CITY COUNCIL ON _____.

BY: _____ ATTEST: _____
MAYOR OF THE CITY OF PORT ORANGE CITY CLERK OF THE CITY OF PORT ORANGE

CERTIFICATE OF CLERK

I HEREBY CERTIFY THAT I HAVE EXAMINED THE FOREGOING PLAT AND FIND IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND IT WAS FILED FOR RECORD ON _____

AT _____

FILE NO.: _____

CLERK OF THE CIRCUIT COURT
IN AND FOR VOLUSIA COUNTY, FLORIDA

PLANNING COMMISSION CERTIFICATE OF APPROVAL

THIS STATEMENT HEREBY CERTIFIES THAT THE PLAT ENTITLED "THE PALMS AT ASHTON LAKES", WAS APPROVED BY THE PORT ORANGE PLANNING COMMISSION ON _____.

BY: _____ DATE: _____
CHAIRMAN, PORT ORANGE PLANNING COMMISSION

REVIEW BY SURVEYOR AND MAPPER FOR THE CITY

I HEREBY CERTIFY THAT I HAVE REVIEWED THE ATTACHED PLAT FOR COMPLIANCE WITH THE REQUIREMENTS OF CHAPTER 177, PART 1, FLORIDA STATUTES, AND THAT I HAVE PROVIDED BOTH THE CITY AND THE SURVEYOR OF RECORD A LIST OF DEVIATIONS, IF ANY, FROM SUCH REQUIREMENTS.

PSM No: _____ DATE: _____

CERTIFICATE OF SURVEYOR AND MAPPER

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED, BEING A LICENSED AND PROFESSIONAL SURVEYOR AND MAPPER, DOES HEREBY CERTIFY THAT THE PLAT SHOWN AND DESCRIBED HEREON, ENTITLED "THE PALMS AT ASHTON LAKES", WAS PREPARED UNDER MY DIRECTION AND SUPERVISION, THAT THE PLAT COMPLIES WITH ALL OF THE SURVEY REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND THAT ALL MONUMENTATION SHOWN HEREON OR REQUIRED PER CHAPTER 177, FLORIDA STATUTES, HAS BEEN PROPERLY PLACED.

UPHAM, INC.

355 KENILWORTH AVENUE
ORMOND BEACH, FLORIDA 32174
www.uphaminc.com

PHONE: (386) 672-9515
LICENSED BUSINESS No. 3612
meawad@uphaminc.com

SIGNED: _____ DATE: _____
MICHAEL E. AWAD (LICENSE No. 5574)
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER

SHEET 1 OF 3

THE PALMS AT ASHTON LAKES

A PORTION OF LAND WITHIN SECTION 32 TOWNSHIP 16 SOUTH, RANGE 33 EAST, CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA

GENERAL NOTES:

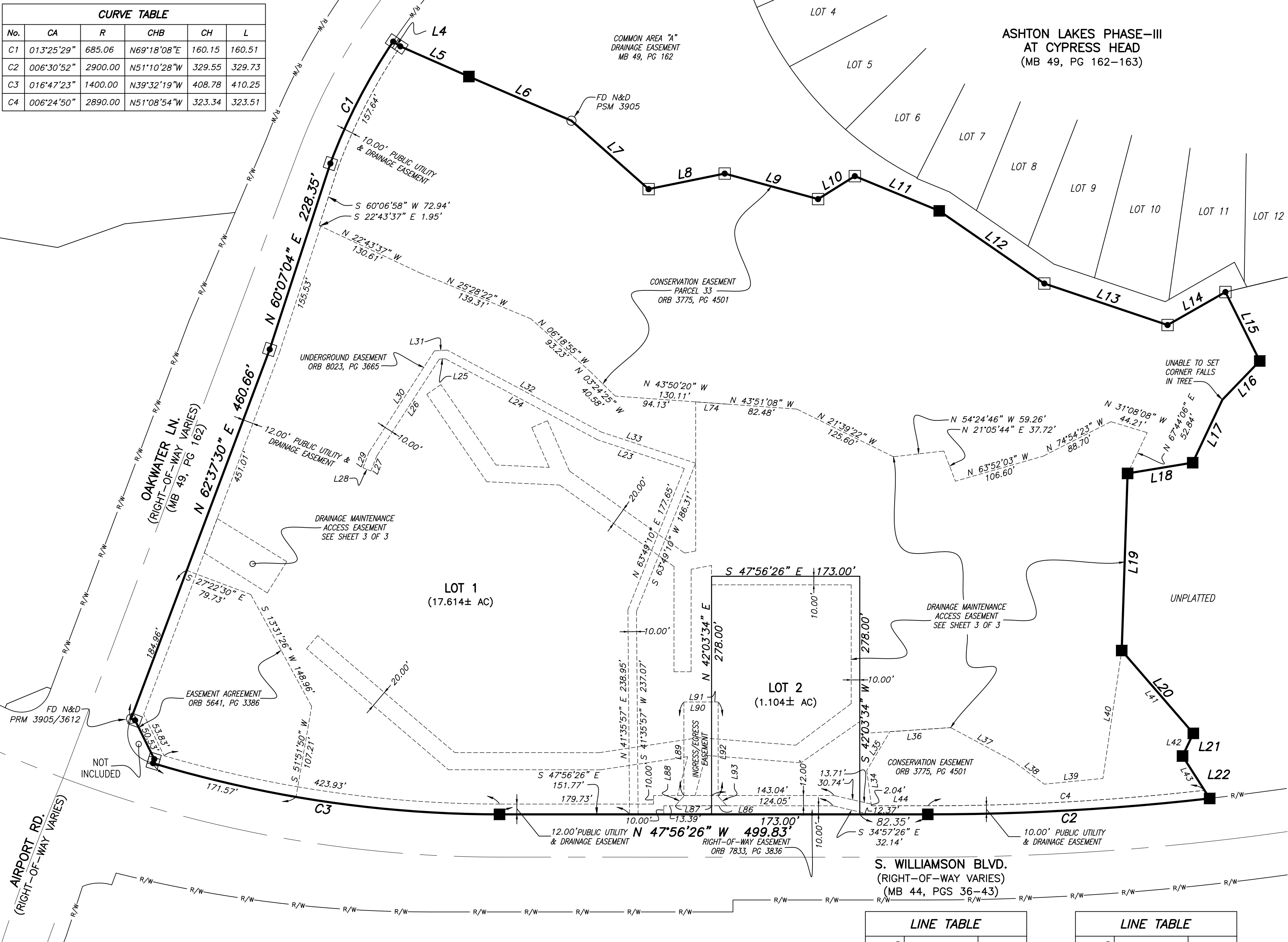
1. ACCURACY: THE BOUNDARY LINEAR ERROR OF CLOSURE DOES NOT EXCEED 1:10,000. THE BOUNDARY ANGULAR ERROR OF CLOSURE DOES NOT EXCEED 15 SECONDS MULTIPLIED BY THE SQUARE ROOT OF THE NUMBER OF ANGLES TURNED.
2. ALL MEASUREMENTS ON THIS PLAT IS IN U.S. FOOT AND DECIMALS THEREOF. ALL MEASUREMENTS REFER TO HORIZONTAL PLANE IN ACCORDANCE WITH THE DEFINITION OF THE UNITED STATES SURVEY FOOT OR METER ADOPTED BY THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY. ALL MEASUREMENTS SHALL USE THE 39.371212328083333333 EQUATION FOR CONVERSION FROM A U.S. FOOT TO METERS.
3. BEARINGS SHOWN HEREON ARE BASED ON THE STATE PLANE COORDINATE SYSTEM EAST ZONE NORTH AMERICAN DATUM OF 1983 (NAD83) WITH 2011 ADJUSTMENT AS DERIVED FROM THE LENGEMANN NETWORK (A TOPNET GNSS NETWORK), AS A REFERENCE FOR THIS SURVEY, ALONG THE RIGHT-OF-WAY LINE OF OAKWATER LANE HAS A BEARING OF (N 62°37'30" E).
4. THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL, IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
5. TOTAL NUMBER OF LOTS = 2
- DIMENSIONAL REQUIREMENTS:
 - A. MAXIMUM BUILDING HEIGHT: 45 FEET
 - B. PERIMETER SETBACKS: 25 FEET
 - C. INTERNAL PROPERTY LINE SETBACKS: 10 FEET
 - D. MAXIMUM NUMBER OF BUILDING LOTS: 2 LOTS
 - E. MINIMUM LOT SIZE: .75 ACRES
 - F. MINIMUM LOT WIDTH: 150 FEET
 - G. MAXIMUM BUILDING COVERAGE: 20 FAR
 - H. MINIMUM OPEN SPACE: 30%
6. ALL LOTS SHOWN ON PLAT ARE SUBJECT TO THE RECORDED "THE PALMS AT ASHTON LAKES MDA" (ORB 7750, PG 186) AND ANY SUBSEQUENT AMENDMENTS.
7. UTILITIES INCLUDE BUT ARE NOT LIMITED TO SANITARY SEWER, POTABLE WATER, RECLAIMED WATER, STORM DRAINAGE, ELECTRIC, TELEPHONE, CABLE TELEVISION, TELECOMMUNICATIONS, FIBER OPTIC, SECURITY, AND NATURAL GAS.
8. ALL PLATTED UTILITY EASEMENTS SHOWN ON THIS PLAT INCLUDE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES, PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
9. TO ALL OTHER EASEMENTS ARE SUBORDINATE TO ANY CONSERVATION EASEMENTS DEDICATED HEREON, THERE SHALL BE NO REMOVAL OR DISTURBANCE OF ANY VEGETATION WITHIN SUCH CONSERVATION EASEMENTS ANY PROPOSED CONSTRUCTION OR OTHER USE WITHIN A CONSERVATION EASEMENT MUST BE REVIEWED AND APPROVED BY THE CITY OF PORT ORANGE AND ANY OTHER AUTHORITY HAVING JURISDICTION OVER THE CONSERVATION EASEMENT.
10. MONUMENTS SHALL BE SET AT ALL LOT CORNERS, POINTS OF INTERSECTION, AND CHANGES OF DIRECTION OF LINES WITHIN THE SUBDIVISION WHICH DO NOT REQUIRE A "P.R.M." OR "P.C.P." IN ACCORDANCE WITH FLORIDA STATUTES CHAPTER 177 (B)(10).
11. THE LANDOWNER OF LOT 1, THEIR SUCCESSORS AND ASSIGNS IN INTEREST SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE DRAINAGE IMPROVEMENTS WITHIN THE BOUNDARIES OF THIS PLAT, AS DEPICTED ON THE STORMWATER MANAGEMENT PLAN APPROVED FOR DEVELOPMENT BY THE CITY OF PORT ORANGE. SHOULD THE LANDOWNER OF LOT 1 FAIL TO PERFORM MAINTENANCE OF THE OF THE DRAINAGE AND STORMWATER MANAGEMENT SYSTEM, THE CITY OF PORT ORANGE SHALL BE ENTITLED, BUT NOT OBLIGATED, TO ENTER UPON THE DESIGNATED DRAINAGE EASEMENT AREAS TO PERFORM MAINTENANCE, REPAIR, OR REPLACE THE FACILITIES, AND SHALL HAVE THE RIGHT TO LIEB ALL OWNERS OF RECORD IN THE PROPERTY FOR THE COST OF SUCH MAINTENANCE, REPAIR, AND REPLACEMENT, AS DEEMED BY THE CITY TO BE NECESSARY.
12. INDIVIDUAL LOT OWNER(S), THEIR SUCCESSORS AND ASSIGNS IN INTEREST, SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THEIR INDIVIDUAL LOTS AND THE EASEMENT AREAS GRANTED BY THIS PLAT WITHIN SAID LOTS. IN THE EVENT LOT 2 OWNER FAILS TO OPERATE AND MAINTAIN THE EASEMENT AREAS AS REFERENCED, THEN THE OWNER OF LOT 1, THEIR SUCCESSORS AND ASSIGNS IN INTEREST SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE EASEMENT AREAS AND MAY CHANGE THE OWNER(S) OF LOT 2, AS APPLICABLE, THEREFORE UNPAID AMOUNTS SHALL BE A LIEN AGAINST THE PROPERTY.
13. IN THE EVENT OF TERMINATION, DISSOLUTION, OR FINAL LIQUIDATION OF ALL THE ENTITIES/ LANDOWNER(S), THE WATER MANAGEMENT SYSTEM WILL BE TRANSFERRED TO AND ACCEPTED BY AN ENTITY WHICH COMPLIES WITH SECTION 40C-42.027, F.A.C. AND APPROVED BY THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT PRIOR TO SUCH TERMINATION, DISSOLUTION, OR LIQUIDATION.
14. THE LANDOWNER OF LOT 1, THEIR SUCCESSORS AND ASSIGNS IN INTEREST SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE PRIVATE UTILITY IMPROVEMENTS LOCATED WITHIN THE BOUNDARIES OF THIS PLAT.
15. THE PLAT IS SUBJECT TO THE DECLARATION OF EASEMENTS AND COVENANTS RECORDED IN ORB _____ PG _____ PUBLIC RECORDS, VOLUSIA COUNTY.

LEGEND:

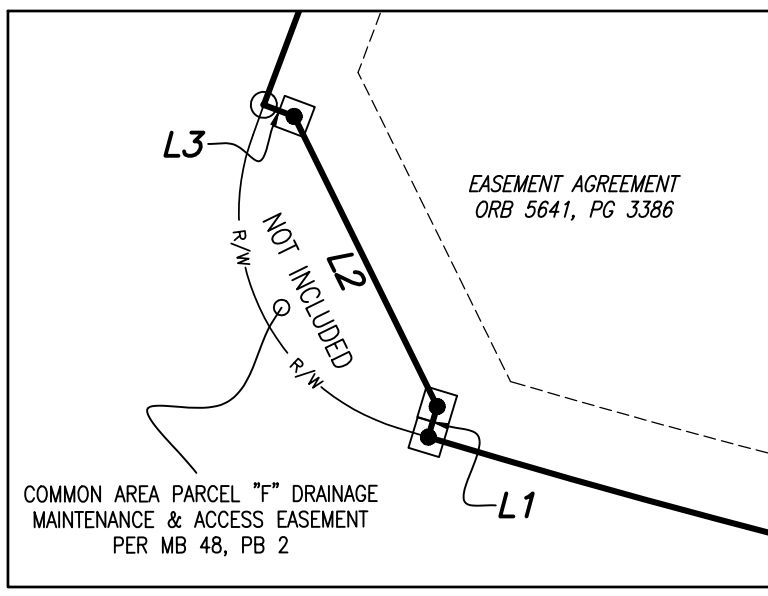
- SET 4" CONCRETE MONUMENT "PRM" LB 3612
- FD 4" CONCRETE MONUMENT "PRM" LB 3612
- SET PARKER KALON NAIL & DISK "PRM" LB 3612

CA CENTRAL ANGLE
CH CHORD LENGTH
CHB CHORD BEARING
FD FOUND
INC INCORPORATED
L LENGTH
LB LICENSED BUSINESS
LC LICENSED CORPORATION
MB MAP BOOK
No. NUMBER
ORB OFFICIAL RECORDS BOOK
(P) PER PLAT IN MAP BOOK 50, PAGES 24-27
PG PAGE
PKD PARKER KALON NAIL & DISK
PRM PERMANENT REFERENCE MONUMENT
PSM PROFESSIONAL SURVEYOR & MAPPER
R RADIUS
RW RIGHT-OF-WAY
R/W RIGHT-OF-WAY LINE
--- EXISTING EASEMENT LINE

UPHAM
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LB # 0003612 LC # 0000357



CORNER DETAIL



LINE TABLE			LINE TABLE			LINE TABLE		
LINE #	BEARING	DISTANCE	LINE #	BEARING	DISTANCE	LINE #	BEARING	DISTANCE
L1	N 58°25'53\"	4.98'	L12	S 13°16'37\"	149.15'	L23	N 29°40'02\"	106.46'
L2	N 15°49'08\"	50.53'	L13	S 29°19'07\"	151.79'	L24	N 19°54'45\"	201.50'
L3	N 27°03'39\"	5.06'	L14	S 77°37'26\"	77.73'	L25	N 51°25'50\"	7.05'
L4	S 14°02'25\"	10.04'	L15	S 15°35'11\"	89.88'	L26	S 74°54'28\"	134.82'
L5	S 24°10'36\"	87.49'	L16	S 85°57'59\"	62.85'	L27	S 62°58'57\"	18.51'
L6	S 24°37'28\"	130.34'	L17	S 67°19'38\"	81.30'	L28	N 27°01'03\"	10.00'
L7	S 06°22'11\"	120.35'	L18	N 57°18'30\"	76.97'	L29	N 62°58'57\"	19.56'
L8	S 59°29'08\"	90.66'	L19	S 43°58'04\"	206.94'	L30	N 74°54'28\"	140.92'
L9	S 32°38'46\"	112.97'	L20	S 01°13'27\"	127.87'	L31	S 51°25'50\"	14.93'
L10	S 79°56'39\"	50.62'	L21	S 67°34'06\"	29.25'	L32	S 19°54'45\"	203.47'
L11	S 25°32'35\"	106.52'	L22	S 09°29'56\"	58.81'	L33	S 29°40'02\"	116.23'

LINE TABLE		
LINE #	BEARING	DISTANCE
L34	N 34°30'40\"	41.72'
L35	N 72°57'10\"	52.72'
L36	S 51°45'01\"	71.04'
L37	S 19°43'39\"	81.80'
L38	S 11°32'46\"	46.12'
L39	S 53°30'28\"	68.83'
L40	N 50°23'56\"	150.96'
L41	S 01°13'27\"	127.87'
L42	S 67°34'06\"	29.25'
L43	S 09°29'56\"	47.55'
L44	N 47°56'34\"	65.85'

LINE TABLE		
LINE #	BEARING	DISTANCE
L86	N 47°56'26\"	17.63'
L87	N 47°56'26\"	42.37'
L88	N 83°52'11\"	15.00'
L89	N 42°03'34\"	110.00'
L90	S 47°56'26\"	32.37'
L91	S 47°56'26\"	7.63'
L92	S 42°03'34\"	110.00'
L93	S 00°14'57\"	15.00'

SHEET 2 OF 3

THE PALMS AT ASHTON LAKES

A PORTION OF LAND WITHIN SECTION 32 TOWNSHIP 16 SOUTH, RANGE 33 EAST, CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA

GENERAL NOTES:

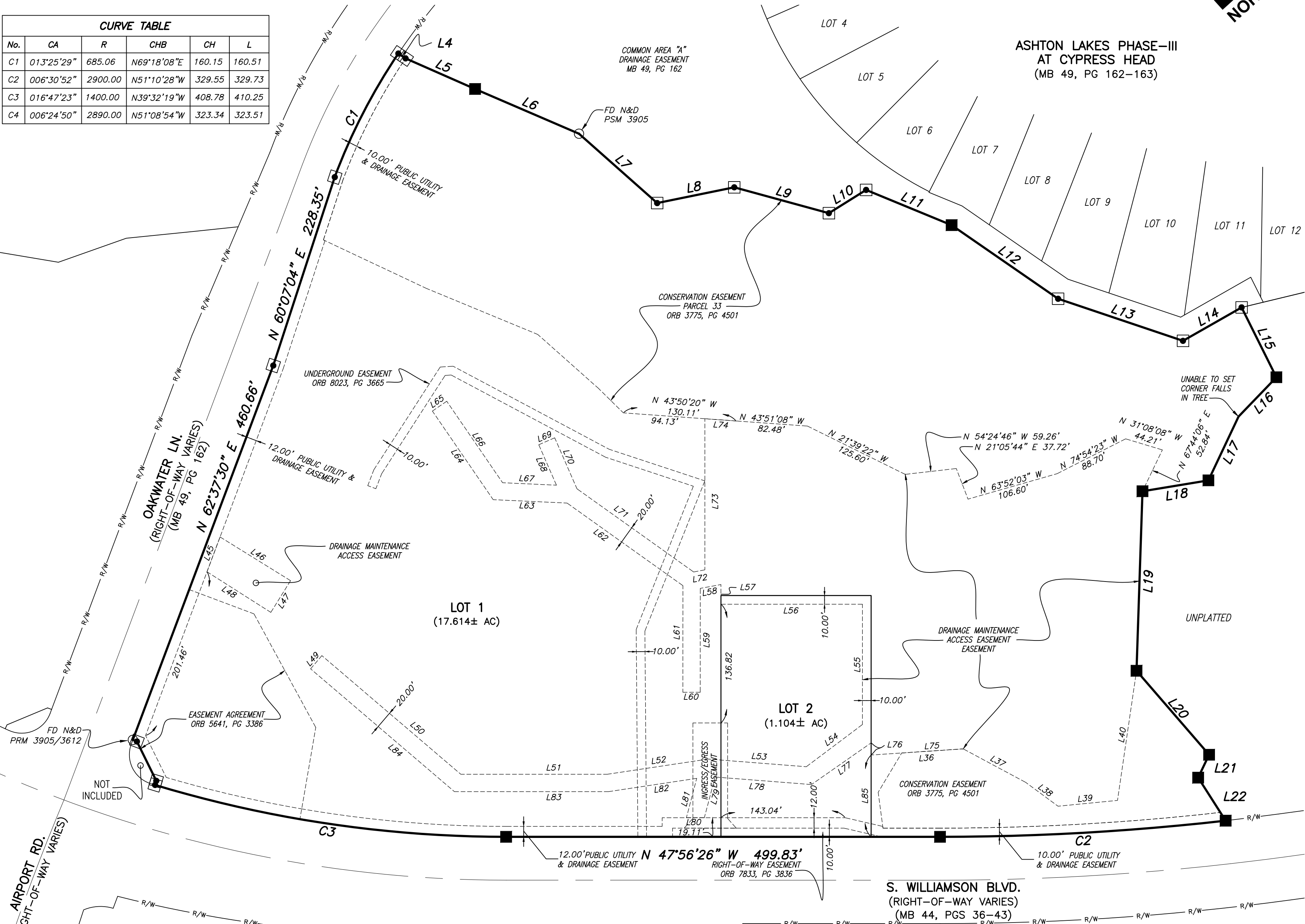
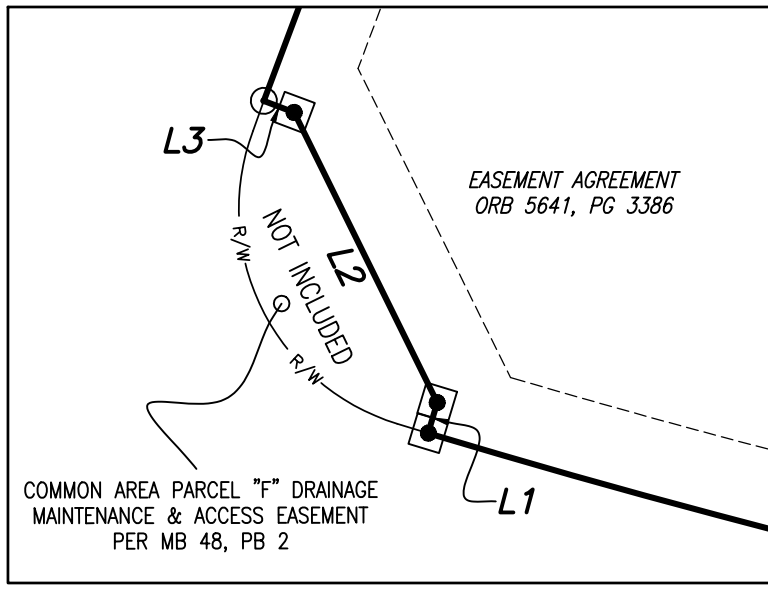
1. ACCURACY: THE BOUNDARY LINEAR ERROR OF CLOSURE DOES NOT EXCEED 1:10,000. THE BOUNDARY ANGULAR ERROR OF CLOSURE DOES NOT EXCEED 15 SECONDS MULTIPLIED BY THE SQUARE ROOT OF THE NUMBER OF ANGLES TURNED.
 2. ALL MEASUREMENTS ON THIS PLAT IS IN U.S. FOOT AND DECIMALS THEREOF. ALL MEASUREMENTS REFER TO HORIZONTAL PLANE IN ACCORDANCE WITH THE DEFINITION OF THE UNITED STATES SURVEY FOOT OR METER ADOPTED BY THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY. ALL MEASUREMENTS SHALL USE THE 38.371212-3.2808333333 EQUATION FOR CONVERSION FROM A U.S. FOOT TO METERS.
 3. BEARINGS SHOWN HEREON ARE BASED ON THE STATE PLANE COORDINATE SYSTEM EAST ZONE NORTH AMERICAN DATUM OF 1983 (NAD83) WITH 2011 ADJUSTMENT AS DERIVED FROM THE LENGEMANN NETWORK (A TOPNET GNS NETWORK), AS A REFERENCE FOR THIS SURVEY, ALONG THE RIGHT-OF-WAY LINE OF OAKWATER LANE HAS A BEARING OF (N 62°37'30" E).
 4. THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
 5. TOTAL NUMBER OF LOTS = 2
- DIMENSIONAL REQUIREMENTS:
- | | |
|-------------------------------------|----------|
| A. MAXIMUM BUILDING HEIGHT: | 45 FEET |
| B. PERIMETER SETBACKS: | 25 FEET |
| C. INTERNAL PROPERTY LINE SETBACKS: | 10 FEET |
| D. MAXIMUM NUMBER OF BUILDING LOTS: | 2 LOTS |
| E. MINIMUM LOT SIZE: | 75 ACRES |
| F. MINIMUM LOT WIDTH: | 150 FEET |
| G. MAXIMUM BUILDING COVERAGE: | 20 FAR |
| H. MINIMUM OPEN SPACE: | 30% |
6. ALL LOTS SHOWN ON PLAT ARE SUBJECT TO THE RECORDED "THE PALMS AT ASHTON LAKES MDA" (ORB 775, PG 168) AND ANY SUBSEQUENT AMENDMENTS.
 7. UTILITIES INCLUDE BUT ARE NOT LIMITED TO SANITARY SEWER, POTABLE WATER, RECLAIMED WATER, STORM DRAINAGE, ELECTRIC, TELEPHONE, CABLE TELEVISION, TELECOMMUNICATIONS, FIBER OPTIC, SECURITY, AND NATURAL GAS.
 8. ALL PLATTED UTILITY EASEMENTS SHOWN ON THIS PLAT INCLUDE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES. PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
 9. TO ALL OTHER EASEMENTS ARE SUBORDINATE TO ANY CONSERVATION EASEMENTS DEDICATED HEREON, THERE SHALL BE NO REMOVAL OR DISTURBANCE OF ANY VEGETATION WITHIN SUCH CONSERVATION EASEMENTS ANY PROPOSED CONSTRUCTION OR OTHER USE WITHIN A CONSERVATION EASEMENT MUST BE REVIEWED AND APPROVED BY THE CITY OF PORT ORANGE AND ANY OTHER AUTHORITY HAVING JURISDICTION OVER THE CONSERVATION EASEMENT.
 10. MONUMENTS SHALL BE SET AT ALL LOT CORNERS, POINTS OF INTERSECTION, AND CHANGES OF DIRECTION OF LINES WITHIN THE SUBDIVISION WHICH DO NOT REQUIRE A "P.R.M." OR "P.C.P." IN ACCORDANCE WITH FLORIDA STATUTES CHAPTER 177.09(19).
 11. THE LANDOWNER OF LOT 1, THEIR SUCCESSORS AND ASSIGNS IN INTEREST SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE DRAINAGE IMPROVEMENTS WITHIN THE BOUNDARIES OF THIS PLAT, AS DEPICTED ON THE STORMWATER MANAGEMENT PLAN APPROVED FOR DEVELOPMENT BY THE CITY OF PORT ORANGE. SHOULD THE LANDOWNER OF LOT 1 FAIL TO PERFORM MAINTENANCE OF THE DRAINAGE AND STORMWATER MANAGEMENT SYSTEM, THE CITY OF PORT ORANGE SHALL BE ENTITLED, BUT NOT OBLIGATED, TO ENTER UPON THE DESIGNATED DRAINAGE EASEMENT AREAS TO PERFORM MAINTENANCE, REPAIR, OR REPLACE THE FACILITIES, AND SHALL HAVE THE RIGHT TO LIEV ALL OWNERS OF RECORD IN THE PROPERTY FOR THE COST OF SUCH MAINTENANCE, REPAIR, AND REPLACEMENT, AS DEEMED BY THE CITY TO BE NECESSARY.
 12. INDIVIDUAL LOT OWNER(S), THEIR SUCCESSORS AND ASSIGNS IN INTEREST, SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THEIR INDIVIDUAL LOT(S) AND THE EASEMENT AREAS GRANTED BY THIS PLAT WITHIN SAID LOTS. IN THE EVENT LOT 2 OWNER FAILS TO OPERATE AND MAINTAIN THE EASEMENT AREAS AS REFERENCED, THEN THE OWNER OF LOT 1, THEIR SUCCESSORS AND ASSIGNS IN INTEREST SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE EASEMENT AREAS AND MAY CHANGE THE OWNER(S) OF LOT 2, AS APPLICABLE, THEREFORE UNPAID AMOUNTS SHALL BE A LIEN AGAINST THE PROPERTY.
 13. IN THE EVENT OF TERMINATION, DISSOLUTION, OR FINAL LIQUIDATION OF ALL THE ENTITIES/ LANDOWNERS, THE WATER MANAGEMENT SYSTEM WILL BE TRANSFERRED TO AND ACCEPTED BY AN ENTITY WHICH COMPLIES WITH SECTION 40C-42.027, F.A.C. AND APPROVED BY THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT PRIOR TO SUCH TERMINATION, DISSOLUTION, OR LIQUIDATION.
 14. THE LANDOWNER OF LOT 1, THEIR SUCCESSORS AND ASSIGNS IN INTEREST SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE PRIVATE UTILITY IMPROVEMENTS LOCATED WITHIN THE BOUNDARIES OF THIS PLAT.
 15. THE PLAT IS SUBJECT TO THE DECLARATION OF EASEMENTS AND COVENANTS RECORDED IN ORB PG PUBLIC RECORDS, VOLUSIA COUNTY.

LEGEND:

- SET 4" CONCRETE MONUMENT "PRM" LB 3612
● FD 4" CONCRETE MONUMENT "PRM" LB 3612
○ SET PARKER KALON NAIL & DISK "PRM" LB 3612
- CA CENTRAL ANGLE
CH CHORD LENGTH
CHB CHORD BEARING
FD FOUND
INC INCORPORATED
L LENGTH
LB LICENSED BUSINESS
LC LICENSED CORPORATION
MB MAP BOOK
No. NUMBER
ORB OFFICIAL RECORDS BOOK
(P) PER PLAT IN MAP BOOK 50, PAGES 24-27
PG PAGE
PKD PARKER KALON NAIL & DISK
PRM PERMANENT REFERENCE MONUMENT
PSM PROFESSIONAL SURVEYOR & MAPPER
R RADIUS
RW RIGHT-OF-WAY
R/W RIGHT-OF-WAY LINE
----- EXISTING EASEMENT LINE

UPHAM
CIVIL ENGINEERING-SURVEYING-LANDSCAPE ARCHITECTURE
265 Kenilworth Avenue • Ormond Beach • Florida 32174
Voice: 386.672.9515 • Fax: 386.673.6554 • uphaminc.com
LB # 0003612 LC # 0000357

CORNER DETAIL



LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE		
LINE #	BEARING	DISTANCE	LINE #	BEARING	DISTANCE	LINE #	BEARING	DISTANCE	LINE #	BEARING	DISTANCE	LINE #	BEARING	DISTANCE
L1	N 58°25'53" E	4.98'	L16	S 85°57'59" W	62.85'	L48	N 15°28'39" W	87.17'	L63	N 45°18'55" W	85.21'	L76	N 42°03'34" E	14.03'
L2	N 15°49'08" E	50.53'	L17	S 67°19'38" W	81.30'	L49	N 82°33'39" E	20.00'	L64	N 07°37'20" E	123.77'	L77	N 82°54'23" W	83.86'
L3	N 27°03'39" W	5.06'	L18	N 57°18'30" W	76.97'	L50	S 07°26'21" E	210.45'	L65	S 82°22'40" E	20.00'	L78	N 43°28'30" W	111.44'
L4	S 14°02'25" E	10.04'	L19	S 43°58'04" W	206.94'	L51	S 47°55'38" E	168.56'	L66	S 07°37'20" W	113.81'	L79	S 56°44'51" W	48.47'
L5	S 24°10'36" E	87.49'	L20	S 01°13'27" W	127.87'	L52	S 56°30'23" E	117.70'	L67	S 45°18'55" E	62.12'	L80	N 47°56'26" W	20.68'
L6	S 24°37'28" E	130.34'	L21	S 67°34'06" W	29.25'	L53	S 43°28'30" E	113.38'	L68	N 18°25'30" E	50.83'	L81	N 56°44'51" E	46.89'
L7	S 06°22'11" E	120.35'	L22	S 09°29'56" W	58.81'	L54	S 84°52'44" E	80.95'	L69	S 71°34'30" E	20.00'	L82	N 56°30'23" W	102.88'
L8	S 59°29'08" E	90.66'	L36	S 51°45'01" E	71.04'	L55	N 42°03'34" E	138.62'	L70	S 18°25'30" W	64.15'	L83	N 47°55'38" W	177.44'
L9	S 32°38'46" E	112.97'	L37	S 19°43'39" E	81.80'	L56	N 47°56'26" W	163.00'	L71	S 12°26'52" E	164.99'	L84	N 07°26'21" W	217.82'
L10	S 79°56'39" E	50.62'	L38	S 11°32'46" E	46.12'	L57	N 42°03'34" E	22.66'	L72	S 58°30'48" E	13.16'	L85	N 42°03'34" E	94.24'
L11	S 25°32'35" E	106.52'	L39	S 53°30'28" E	68.83'	L58	N 58°30'48" W	24.24'	L73	N 42°03'34" E	174.13'			
L12	S 13°16'37" E	149.15'	L40	N 50°23'56" E	150.96'	L59	S 42°04'22" W	119.70'	L74	N 43°50'20" W	35.98'			
L13	S 29°19'07" E	151.79'	L45	N 62°37'30" E	42.86'	L60	N 47°55'38" W	20.00'	L75	N 51°45'01" W	106.34'			
L14	S 77°37'26" E	77.73'	L46	S 16°08'22" E	95.55'	L61	N 42°04'22" E	122.85'						
L15	S 15°35'11" W	89.88'	L47	S 73°53'13" W	43.05'	L62	N 12°26'52" W	163.90'						

SHEET 3 OF 3



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/5/2021

Consent item: No

SUBJECT: (G24a) County Wide Universal Pet License

DEPARTMENT: City Manager

GOAL: N/A

RECOMMENDED MOTION: Report Only - No Motion

SUMMARY: In Spring, the County approached the local municipalities about exploring a County-Wide Universal Pet License. Our Animal Control staff was able to review and provide feedback on the proposed program. If the County decides to move forward with this program, staff will bring back an amendment to the ordinance recognizing the county-wide license. This program would not change the City's ability to enforce it's ordinance.

Currently, each municipality has its own license. The goal of the program is to provide improved access to information which could aid in quicker reunification of pets with their families. Quicker reunification may reduce applicable shelter fees. The County program also encourages sterilization and microchipping with their fee schedule.

Port Orange's current fee schedule is \$10.00 for sterilized animals and \$15.00 for unsterilized animals. The County is proposing a modified fee structure that can be paid for 1 year or 3 years. For one year, the rates will range from \$8 (sterilized and microchipped)-\$32 (unsterilized). Last year, Port Orange only had approximately 350 active pet licenses. The cost to purchase pet licenses is currently approximately \$300/1,000 licenses, plus staff time for administration.

Project No.: N/A

Funding Account No.: N/A

Presenter: Jamie Miller

ATTACHMENTS:

1.	County-Wide License Proposal	County-Wide License Proposal.docx
2.	Ordinance Section 10.16	Ordinance Section 10.16.docx

Robin Fenwick	Created/Initiated - 9/15/2021
Jamie Miller	Approved - 9/17/2021
Wayne Clark	Approved - 9/24/2021
Robin Fenwick	Final Approval - 9/24/2021

County-Wide Pet License Proposal

Introduction

There are too many pets entering Volusia County shelters, resulting in lost pets never returning to owners, increased cost to cities and increased pressure on local shelters. The implementation of a county-wide license would increase the chance of pets being returned home, never entering a shelter.



A Pet license is a tag purchased by a pet owner after receiving a rabies vaccination. These licenses ensure pets are appropriately vaccinated and the records are received by Volusia County animal Services. These records aid in re-unifying lost pets with their owners while generating revenue to offset operating expenses. The cost of a license for a spayed/neutered pet will be significantly lower than the cost for an unaltered license, incentivizing sterilization of pets.

County-wide licensing was first brought before a public hearing in 2005. At that time, 82% of the cities surveyed elected to participate. Unfortunately there was an established 90% participation rate needed to insure there was enough revenue generated to allow for overhead. Without the 90% participation rate, County Council voted not to move forward. Council also identified several problems with the proposal:

- No divisional database to handle data received as part of the universal licensing program, division proposed a third party out of TX to handle the administrative work
- The program was not an Animal Control Initiative but rather championed by Concerned Citizens for Animal Welfare (CCFAW)
- Delegation to the county by cities to issue tags and rebates for spaying and neutering

The current proposal has addressed the deficiencies outlined by council in 2005. Volusia County Animal Services procured a divisional RMS database in November of 2019. The Chameleon Software System integrates pet licensure into the daily functions of the Animal Services Division. Volusia County Animal Services pays an annual licensing and maintenance fee of \$11,000.00 to utilize the database in its array of programs and services to the community. All rabies certificates and county licensure are received and entered into the database by Volusia County Animal Services staff.

In FY 18/19 the municipalities turned in a combined total 4,796 animals to shelters and the unincorporated county turned in 849. The average cost of a three-day stray hold at the humane societies is \$94. The annual cost to house these 5,645 animals was \$530,630.

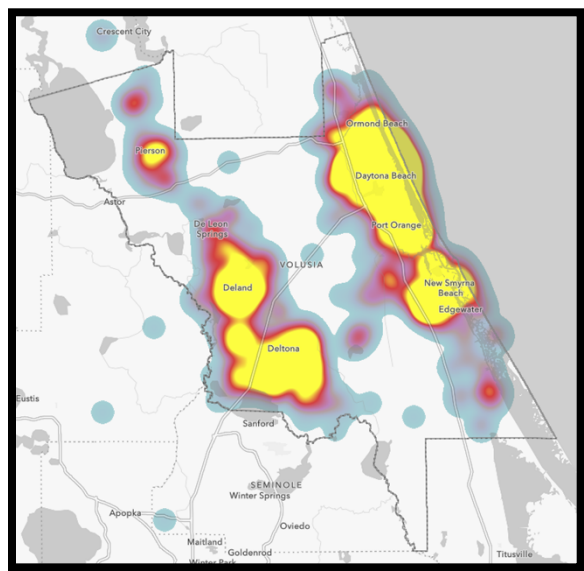
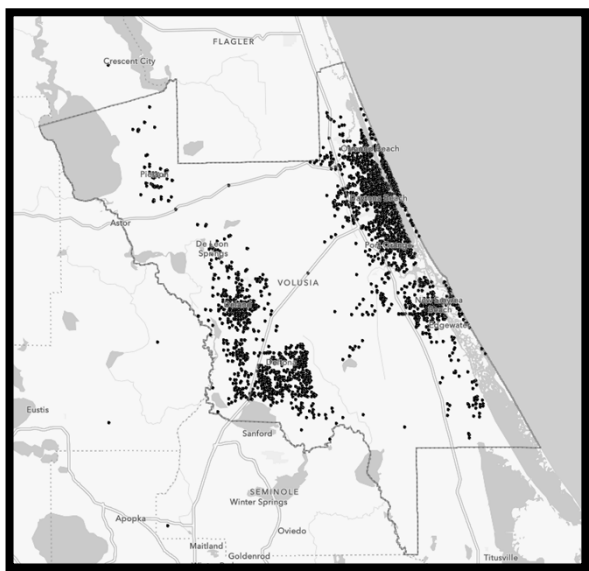
The estimated pet population for Volusia County is 223,145

Incorporated City	Human Population Size	Number of households	Est. Animal Population	
			Dogs	Cats
Daytona Beach	61,005	27,314	16,782	12,488
DeLand	27,059	10,755	6,608	4,917
New Smyrna Beach	22,543	11,105	6,823	5,077
Deltona	85,182	30,223	18,569	13,818
Ormond Beach	38,144	17,066	10,485	7,803
Port Orange	56,467	25,119	15,433	11,484
Orange City	10,879	5,120	3,146	2,341
DeBary	19,320	8,065	4,955	3,687
Ponce Inlet	3,032	1,535	943	702
Edgewater	20,780	8,803	5,409	4,025
Holly Hill	11,657	5,434	3,339	2,484
South Daytona	12,252	5,532	3,399	2,529
Daytona Beach Shores	4,251	2,429	1,492	1,111
Lake Helen	2,624	1,128	693	516
Oak Hill	1,796	800	492	366
Pierson	1,736	486	299	222
Unincorporated	115,866	47,322	29,075	21,636
Total Population	1,045,595	208,236	127,940	95,205

Based on the number of licenses sold in 18/19, only 2.51% of the animal population in Volusia County have been licensed and \$32,867 revenue collected.

Incorporated City	License Revenue	# of Licenses Sold
Daytona Beach	\$782	329
DeLand	\$432	93
New Smyrna Beach	\$0	0
Deltona	\$13,918	1605
Ormond Beach	\$800	160
Port Orange	\$1,473	423
Orange City	\$150	14
DeBary	\$312	78
Ponce Inlet	\$0	118
Edgewater	\$1,000	288
Holly Hill	\$170	12
South Daytona	\$252	78
Daytona Beach Shores	\$0	0
Lake Helen	\$60	12
Oak Hill	\$60	15
Pierson	\$0	0
Unincorporated	\$13,518	2,395

Using statistical data collected from the humane societies, maps were created identifying concentrated areas of animal intakes:



In FY 18/19, only 198 dogs and 9 cats were returned to their owners in Unincorporated Volusia County.

What can be done?

Licensing and microchipping pets can dramatically reduce shelter admission.

4 of the 7 surrounding counties currently have a county-wide license program:

- Brevard County (10.00 altered, 16.00 unaltered)
- Seminole County (5.00 altered, 25.00 unaltered)
- Marion County (10.00-30.00 altered, 75.00-225.00 unaltered)
- Putnam County has a county-wide rabies tag program (5.00 altered, 7.00 unaltered)

Proposal

A county-wide license for pets in Volusia County to reduce the number of pets going into shelters. This will enable the creation of a county-wide system of identifying pets and for tracking rabies vaccinations of pets.

License fee structure proposal:

1 year

8.00 sterilized and microchipped pet
16.00 sterilized dog or cat
32.00 unsterilized pet
8.00 ferret license

3 year

22.00 sterilized and microchipped dog or cat
44.00 sterilized dog or cat
88.00 unsterilized dog or cat

Next Steps:

If your city would like to participate in this program, a letter of intent is being requested by the county from your jurisdiction. A sample letter of intent is attached for reference. Once the approval is granted by County Council, ordinances can be revised to reflect the newly implemented program.

Sample letter of intent:

April 3, 2021

Attn:

**George Recktenwald
County Manager
123 W. Indiana Ave.
Deland, FL 32720**

Re: County-Wide Pet Licensing Program

Dear Mr. Recktenwald,

Pursuant to our Volusia Manager's Meetings held on January 27th and March 24th, 2021, the (INSERT JURISDICTION) has reviewed the proposal of a County-Wide Pet Licensing Program. After consideration of the information provided, the (INSERT JURISDICTION) has elected to participate in this program. Upon approval of County Council, the city will work with the county on the necessary changes to incorporate this program. A target date of October 1st, 2021 was discussed at the March 24th meeting for implementation. The point of contact for the implementation of this program by the city is (INSERT POC). He/she can be reached via (INSERT PREFERRED CONTACT INFORMATION).

Sincerely,

City Manager

Sec. 10-16. License tags.

- (a) The owner of a dog or cat which is vaccinated against rabies shall obtain a license tag for such dog or cat each year. It is a violation of this chapter for the owner of a dog or cat to refuse or fail to obtain a license tag for the dog or cat as required by this section.
- (b) A license tag is not required if:
 - (1) A dog or cat is maintained in a licensed pet store or shelter facility until such dog or cat is sold or transferred to a new owner; or
 - (2) The owner of the dog or cat is not a resident of the city. For purposes of this chapter, any person who lives in the city for more than 30 consecutive days shall be deemed to be a resident of the city.
- (c) The license tag shall be issued by the community development department upon presentation of a certificate of rabies vaccination signed by a licensed veterinarian, completion of an application for license tag, and payment of the applicable fee.
- (d) If a license tag is lost or destroyed, the owner of a dog or cat shall obtain a replacement license tag upon presentation of a certificate of rabies vaccination signed by a licensed veterinarian and payment of the applicable fee.
- (e) By resolution, the city council shall establish fees to be charged for issuance of license tags. Such fees may be reduced for a license tag issued for a neutered dog or cat or for a first-time license tag issued for a dog or cat after June 30 of any year.
- (f) Any resident of the city who owns a dog guide, especially trained for the purpose and being used to assist a deaf person, totally or partially blind person, or physically disabled person, as defined in F.S. § 413.08, may obtain a license tag for such dog guide at no charge.
- (g) The license tag shall be attached to the collar or harness of the dog or cat and shall be worn at all times, except:
 - (1) When such dog or cat is confined for treatment in a hospital or clinic operated by a licensed veterinarian;
 - (2) When such dog or cat is participating in a show, demonstration or training program and is under physical control of the owner of the dog or cat;
 - (3) If such dog or cat is permanently tattooed and the tattoo is registered with the animal control authority or his designee; or
 - (4) If a licensed veterinarian certifies in writing that such dog or cat cannot wear the license tag because of hazard or medical condition involving the dog or cat.
- (h) It is a violation of this chapter for the owner of a dog or cat to permit or allow the dog or cat to be without the license tag as required by this section.
- (i) Each license tag shall be valid for a period not to exceed one calendar year beginning January 1 and ending December 31. It is a violation of this chapter for the owner of a dog or cat to permit or allow the dog or cat to wear a license tag which has expired.
- (j) A license tag issued for one dog or cat is not valid for any other dog or cat. It is a violation of this chapter for the owner of a dog or cat to permit or allow the dog or cat to wear a license tag which was not issued for such dog or cat.

(Ord. No. 1992-31, § 17, 12-15-92)

