



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

NOVEMBER 11, 2014

AGENDA

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

A. OPENING

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

B. SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

4. Recognition Awards

C. PUBLIC HEARING

5. Second Reading - Ordinance No. 2014-21 - Rezoning/Two-Family Residential (R-2D) to Government/Public Use (GPU) Case No. 14-60000003
6. Second Reading – Ordinance No. 2014-22 – 2014 Amendment to the Port Orange Town Center (POTC) Redevelopment Plan Case No. 14-15000001
Second Reading – Ordinance No. 2014-23 – 2nd Amendment to the Master
7. Development Agreement and Conceptual Development Plan for the Journey's End Planned Commercial Development Case No. 14-40000001
First Reading - Ordinance No. 2014-26 - Land Development Code (LDC)
Text Amendment/Chapter 17, Section 10 and Chapter 18, Section 4 of the LDC,
8. Making existing single-family homes in zero lot line subdivisions, and those built or permitted on a lot zoned two-family residential (R-2D) before April 17, 1990, a permitted use, Case No. 14-25000003
First Reading - Ordinance No. 2014-27 - Rezoning/Planned Unit Development (PUD)
to Multi-family Low Density Residential (R-3L) for property located at 6385 Airport
9. Road
Case No. 14-60000004

D. BOARD APPOINTMENTS, INTERVIEWS, REPORTS

10. Construction Regulation Board Appointment

11. Citizen Advisory Committee for TPO

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

F. COUNCIL COMMENTS

12. Comments/Concerns from Council Members

G. CONSENT AGENDA

13. Approval of Minutes

a. October 21, 2014 - Regular City Council Meeting

b. October 28, 2014 - Regular City Council Meeting

c. November 5, 2014 - Regular City Council Meeting

14. Extension of Standard Contract for Services with Airgas Carbonic, Inc., dated September 30, 2013.

15. Award of Contract to D&W Paving for Bid #14-08, Coraci Park Phase IV

16. Proposed License Agreement - Lot 13, River Oaks; 6207 Oak River Terrace/CASE NO. 14-97500008

17. Consider Change Order No. 1 to Public Resources Management Group, Inc. Contract

Sixteenth Amendment to the Contract with Zev Cohen & Associates, Inc. (ZCA) for
18. Professional Engineering Services for analysis, design, presentation of findings and coordination for the City Gateway Signage.

19. Contract Extension with McMaster Pest Service.

20. Purchase of Coraci multipurpose field lighting from Musco Sport Lighting, LLC

21. Piggyback Volusia County Contract for HVAC Services

22. Increase Spending Authority for Contract with Economy Electric Company for electrical repairs.

23. Settlement in the case of June Dileo vs. City of Port Orange - Case No. 2014-30562 CICI

24. Johnson Sale to the City - 5126 Ridgewood Avenue

H. REGULAR AGENDA

25. Historic Tree Removal Request - 228 Peppermint Way

26. Request for a \$50,000 Local Contribution for Three Florida Housing Finance Corporation(FHFC) Applications.

I. RESOLUTIONS

- 27. Resolution No. 14-70 - Budget Appropriations - Budget Encumbrances and Project Carryovers
- 28. Resolution No. 14-71 - Fiscal Year 2013-2014 Budget Adjustments
- 29. Resolution No. 14-72 - Budget Appropriations-Budget Additional Carryovers
- 30. Resolution No. 14-73 - Proposed Tree Conservation Easement Vacations– LOT 1, Journey's End Subdivision/CASE NO. 14-35000006
- 31. Resolution No. 14-74 - Ratifying and Declaring Election Results of General Election held on November 4, 2014 for Districts 1, 2, and 4 of Port Orange

J. COMMENTS

- 32. City Attorney Comments
- 33. Interim City Manager Comments

K. ADJOURNMENT

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

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



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 11/11/2014

Consent item: No

SUBJECT: Recognition Awards

DEPARTMENT: Police Services

RECOMMENDED MOTION:

SUMMARY: The Police Department will present awards to employees and citizens.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

Grabowski, Debbie
Monahan, Gerald
Harden, David

Created/Initiated - 10/17/2014
Approved - 10/20/2014
Final Approval - 10/20/2014



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 11/11/2014

Consent item: No

SUBJECT: Second Reading - Ordinance No. 2014-21 - Rezoning/Two-Family Residential (R-2D) to Government/Public Use (GPU) Case No. 14-60000003

DEPARTMENT: Community Development

RECOMMENDED MOTION: Staff recommends adopting Ordinance No. 2014-21, rezoning +/- 1.05 acres located at 633 Herbert Street from Two-Family Residential (R-2D) to Government/Public Use (GPU).

SUMMARY: At its September 25, 2014 meeting, the Planning Commission recommended approval to rezone +/- 1.05 acres located at 633 Herbert Street from Two-Family Residential (R-2D) to Government/Public Use (GPU).

At the August 27th City Council meeting, a representative for the Chapel of Faith Church asked the City Council to consider authorizing staff to administratively process a rezoning of 633 Herbert Street. The City Council reduced the rezoning application and advertisement fee to \$650 and required the Church to submit an application to rezone the subject property.

The rezoning request was reviewed according to the criteria established in Chapter 3, Section 5 of the Land Development Code (LDC) in terms of consistency with the Comprehensive Plan and the surrounding land uses and zoning. The Chapel of Faith is requesting this change for the property to be consistent with its long-term use as a church since the 1940's. The oldest zoning map the City has is from 1974 and on that map the property is zoned "residential". According to the Volusia County Property Appraisers website, the property is designated as a church and the two buildings on the property were built in 1940.

Recently a building permit was submitted to construct an 800 square foot addition onto the main church building. According to the Church, the additional space is to provide room for bible study and other activities. However, since the current zoning (R-2D) of the property does not allow churches as a permitted-use, the proposed addition cannot be approved because it would expand a non-conforming use. For the church to expand, the property must be rezoned from R-2D to a district that permits this use. The GPU Zoning District permits the use. The zoning of the property has not historically been an issue for the church because the church has not requested to expand until now.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Ordinance No. 2014-21	Ordinance No. 2014-21.pdf
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Fenwick, Robin

Created/Initiated - 10/29/2014

ORDINANCE NO. 2014-21

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, REZONING +/- 1.05 ACRES
LOCATED AT 633 HERBERT STREET FROM TWO-FAMILY
RESIDENTIAL (R-2D) TO GOVERNMENT/PUBLIC USE
(GPU); AUTHORIZING REVISION OF THE OFFICIAL
ZONING ATLAS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the property to be rezoned consists of +/- 1.05 acres at located 633 Herbert Street from Two-Family Residential (R-2D) to Government/Public Use (GPU); and

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

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

WHEREAS, the City Council has approved by a majority vote of the members present the rezoning of the described property; and

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

Section 1. The City Council of the City of Port Orange does hereby rezone the following described property from Two-Family Residential (2-2D) to Government/Public Use (GPU).

Section 2. The property rezoned consists of +/- 1.05 acres located at 633 Herbert Street more particularly described on **Exhibit 1** attached hereto.

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

Section 4. This ordinance shall become effective immediately upon adoption.

MAYOR ALLEN GREEN

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the day of

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

Reviewed and Approved:

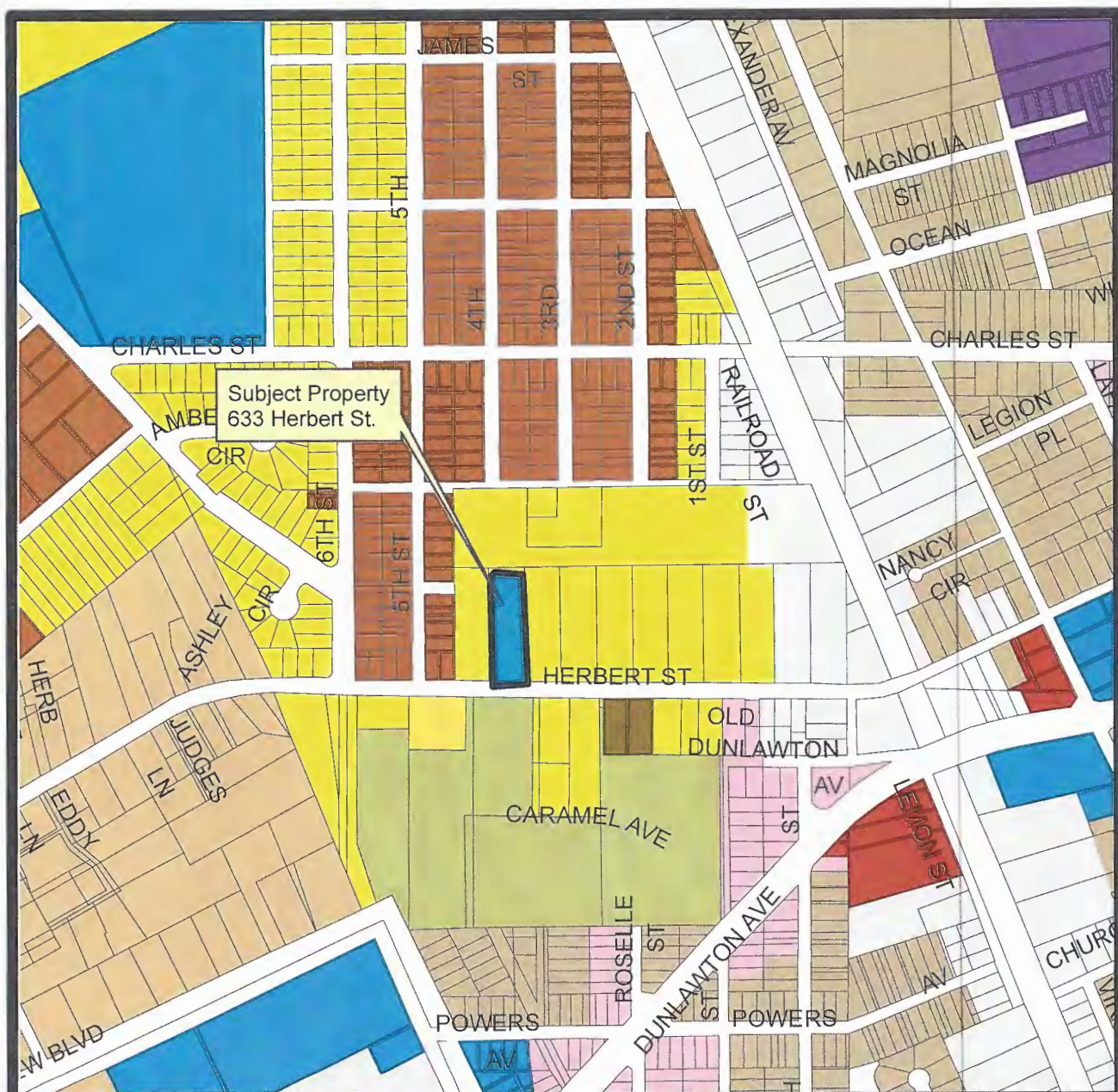


City Attorney

Exhibit 1

Legal Description for 633 Herbert Street (Parcel ID - 6304-03-00-0100 & 0101)

Lot 10, McDonald's Addition to Port Orange, as per map in Map Book 8, Page 128, Public Records of Volusia County, Florida.



ZONING

GPU Government/Public Use	R-3L Multi-Family Residential	PCD Planned Commercial Development
R-10SF Single Family Residential	R-3M Multi-Family Residential	PO Professional Office
R-8SF Single Family Residential	R-3H Multi-Family Residential	CI Commercial/Industrial
R-2D Two Family Residential	NP Neighborhood Preservation	RD Ridgewood Development
	PUD Planned Unit Development	



Exhibit 2 - Proposed Zoning Map

CITY OF PORT ORANGE

DEPARTMENT OF COMMUNITY DEVELOPMENT





STAFF REPORT

CASE NO. 14-60000003

Rezoning property from Two-Family Residential (R-2D) to
Government/Public Use (GPU)
633 Herbert Street

REQUEST:	Rezone +/-1.05 acres from Two-Family Residential (R-2D) to Government/Public Use (GPU).
OWNER/APPLICANT:	Chapel of Faith Church
LOCATION:	633 Herbert Street
STAFF RECOMMENDATION:	Approval
STAFF CONTACT:	Tim Burman, Planning Manager (386) 506-5675
CITY COUNCIL (1ST READING):	October 21, 2014

DISCUSSION:

The subject property is currently zoned Two-Family Residential (R-2D) and a church is not a permitted use in this zoning district. The Chapel of Faith Church is **requesting** to rezone the property to Government/Public Use (GPU), which allows a church and fellowship hall as permitted uses (Exhibit "A"). The applicant is requesting this change for the property to be consistent with its long-term use as a church since the 1940's. The oldest zoning map the City has is from 1974 and on that map the property is zoned "residential". According to the Volusia County Property Appraisers website, the property is designated as a church and the two buildings on the property were built in 1940.

Figure 1: Location Map



Recently a building permit was submitted to construct an 800 square foot addition onto the main church building. According to the Church, the additional space is to provide room for bible study and other activities. However, since the current zoning (R-2D) of the property does not allow churches as a permitted-use, the proposed addition cannot be approved because it would expand a non-conforming use. For the church to expand, the property must be rezoned from Two-Family Residential (R-2D) to a district that permits this use. The Government/Public Use (GPU) Zoning District permits the use. The zoning of the property has not historically been an issue for the church because the church has not requested to expand until now.

There are currently 8 permanent parking spaces in front of the church and an area behind the church for 30 additional parking spaces. The applicant stated there are 80 seats in the church; therefore, a minimum of 26 parking spaces is required by the Land Development Code. According to the applicant, the typical number of attendees at a church service is 60 to 70 people and there is sufficient parking to support the current congregation. Access to the property is available off Herbert Street. The property is currently connected to the City water and sewer system.

Figure 2: Location of Additional Parking for 633 Herbert Street



The rezoning request was reviewed according to the criteria established in Chapter 3, Section 5 of the Land Development Code (LDC) in terms of consistency with the Comprehensive Plan and the surrounding land uses and zoning.

COMPATIBILITY WITH SURROUNDING USES AND ZONING:

The “GPU” district is intended to provide for public and quasi-public uses in a setting, which recognizes the special character and location requirements of such facilities.

There are currently two buildings on the 1-acre property. The main church building is 1,800 square feet and the fellowship hall is 1,300 square feet. The church is in the process of permitting an 800 square foot addition onto the main church building. According to the church, further expansion of the church beyond the 800 square foot addition is not planned at this time.

The primary use of the property will be on Sunday mornings. The church will also have some night meetings on weekdays; however, these meetings typically occur at off-peak hours. The church has existed in this location for years without any documented compatibility problems.

Table 1. Surrounding Land Use and Zoning

Direction	Existing Land Use	Zoning District
North	Single-Family	Two-Family Residential (R-2D)
South	Multi-Family Development (Club at Sugarmill) & Child Day Care Facility	Planned Unit Development (PUD) & Two-Family Residential (R-2D)
East	Single-Family	Two-Family Residential (R-2D)
West	Single-Family	Two-Family Residential (R-2D)

CONSISTENCY WITH COMPREHENSIVE PLAN:

The proposed GPU zoning is consistent with the future land use designation of the property *Urban Median Residential Density* (4-8 Units/Acre). Future Land Use Element Policy 2.1.4 in the City’s Comprehensive Plan (2010 – 2025), recognizes that Public/Institutional uses, such as a church, are acceptable in a wide range of land use environments, and small isolated properties of this type may be designated under any land use category where appropriate (Exhibit “B”). Based on compatibility with adjacent zoning districts and availability of infrastructure, staff believes that the proposed uses (house of worship and fellowship hall) and requested zoning are appropriate at this location and consistent with existing land use designation.

RECOMMENDATION:

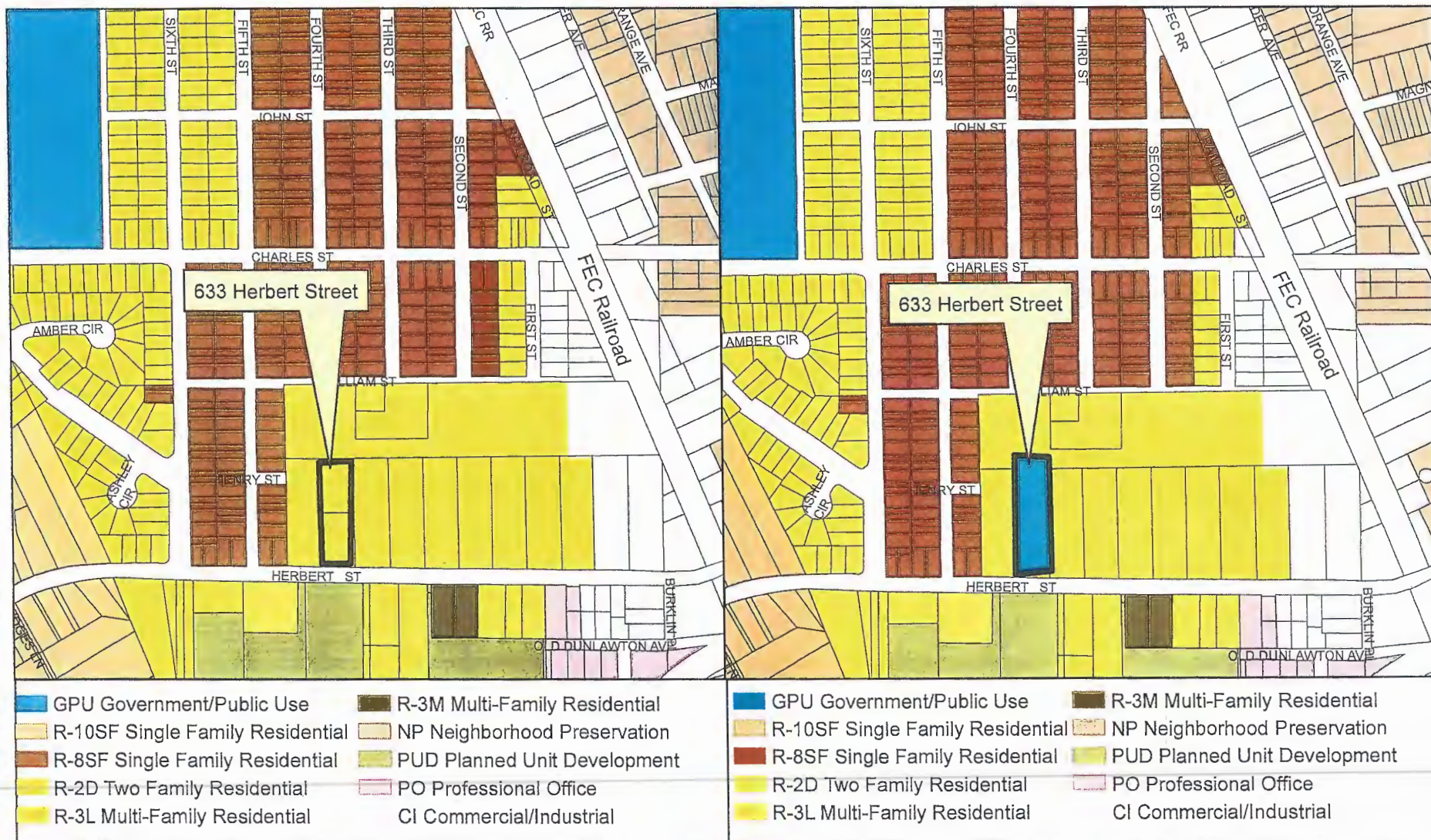
Approval of the request to rezone ± 1.05 acres located at 633 Herbert Street from Two-Family Residential (R-2D) to Government/Public Use (GPU).

ATTACHMENTS:

1. Exhibit “A” – Current and Proposed Zoning Map
2. Exhibit “B” – Future Land Use Map

Current Zoning

Proposed Zoning

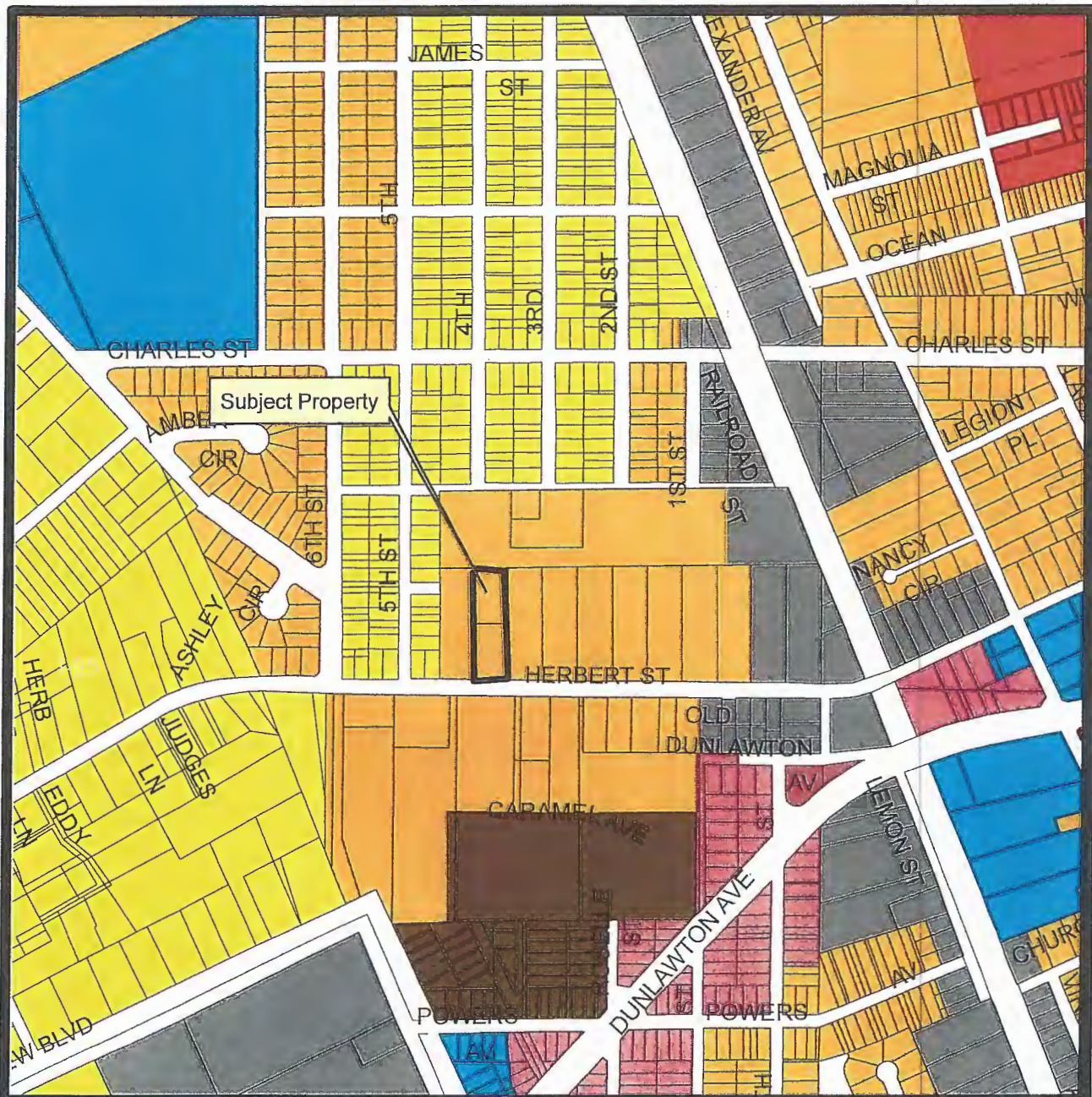


Current and Proposed Zoning Map
Case No. 14-60000003



DEPARTMENT OF COMMUNITY DEVELOPMENT





- | | |
|---|---|
|  Public/Institutional |  Office/Residential Transition (Up to 10 Units/Acre) |
|  Suburban Residential (2-4 Units/Acre) |  Commercial |
|  Urban Medium Density Residential (4-8 Units/Acre) |  Warehouse/Industrial |
|  Urban High Density Residential (8-16 Units/Acre) | |



Exhibit B - Future Land Use Map

CITY OF PORT ORANGE

DEPARTMENT OF COMMUNITY DEVELOPMENT





CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 11/11/2014

Consent item: No

SUBJECT: Second Reading – Ordinance No. 2014-22 – 2014 Amendment to the Port Orange Town Center (POTC) Redevelopment Plan Case No. 14-15000001

DEPARTMENT: Community Development

RECOMMENDED MOTION: Staff recommends adopting Ordinance No. 2014-22, the 2014 Amendment to the Port Orange Town Center Redevelopment Plan.

SUMMARY: At its September 25, 2014 meeting, the Planning Commission recommended approval of the amendment to the Port Orange Town Center (POTC) Redevelopment Plan.

The Conceptual Development Plan (CDP) in the POTC Redevelopment Plan was amended in 2007 and identified zoning designations called “project types” for marina, hi-rise, mixed use, and recreational/conservation uses. Due to Riverwalk concept changes since 2007, the area designated recreational/conservation does not align with the current public land ownership and the area now proposed for Riverwalk Park.

The proposed changes to the CDP include: 1) changing the project type at the northern end of the CDP (the area now proposed for Riverwalk Park) from hi-rise, mixed-use and marina to recreation/conservation; 2) revising the roadways illustrated on the CDP to accurately reflect road rights-of-way; and 3) identifying the expanded marina area. The marina designation was expanded in November 2012 when the City Council approved the Riverwalk Marina and Riverboat Master Development Agreement and Conceptual Plan which changed some areas from hi-rise, mixed-use, and recreation/conservation to marina.

The Plan currently lists two different acreages (2 acres and 6 acres) for a waterfront park and both are not consistent with the acreage for the Riverwalk Park currently being designed (approximately 12 acres). The Plan has been revised to refer to the park as a waterfront park with no specific acreage. The proposed amendment removes conflict in the size of the park within the Plan and provides flexibility with the overall size of the park.

The proposed amendment also includes authorization for incentives in the form of reimbursement to developers from increment revenues attributable to a project for the costs of improvements, facilities or services which provide public benefits by written agreement. Public benefits are broadly defined, as are the types of facilities providing public benefits, which may be publically or privately owned. Each agreement to provide the incentives described above shall be subject to approval by the CRA and the City Council.

Project Funding Account
No.: No.:

ATTACHMENTS:

1.	Ordinance No. 2014-22	Ordinance No. 2014-22.pdf
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Fenwick, Robin

Created/Initiated - 10/29/2014

ORDINANCE NO. 2014-22

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; AMENDING ORDINANCE NO. 2007-10, RELATING TO COMMUNITY REDEVELOPMENT; AMENDING AND APPROVING A COMMUNITY REDEVELOPMENT PLAN FOR PORT ORANGE TOWN CENTER AND THE RIVERWALK PLANNED COMMUNITY CONCEPT DEVELOPMENT PLAN, SECTIONS 5.4.5 AND 5.6.2 AND APPENDIX B; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; AND PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

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, moral, 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 III, Florida Statutes; and

WHEREAS, pursuant to Resolution No. 98-20 adopted on June 16, 1998, the City Council of the City of Port Orange, Florida, declare itself to be a 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, Herbert Halback, Inc. and Real Estate Research Consultants, Inc. prepared the community redevelopment plan for Port Orange Town Center as adopted in 1998; 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.

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 ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The City Council of the City of Port Orange hereby amends Section 5.4.5 of the Community Redevelopment Plan for Port Orange Town Center to read as follows:

5.4.5 Environmental Quality

The Plan provides for initiatives including the planting of additional street trees, stormwater improvements, a ~~two-acre~~ public waterfront park, riverfront promenade, additional code enforcement, landscape protection and the promotion of water-based and land-based recreational activities all bringing the environment to the forefront of the public issues and concerns. The Halifax River is a rich resource that has attracted people to the area for centuries; it will be enhanced with a community promenade to encourage greater use and respect of the resource.

Section 2. The City Council of the City of Port Orange hereby amends Section 5.6.2 of the Community Redevelopment Plan for Port Orange Town Center to read as follows:

5.6.2 Developer Incentive Program

This program is intended to spur private investment in the POTC. Development incentives should recognize and meet the particular needs of individual developers, insure the public benefits derived from incentives outweighs the investment of public resources and assure the projects fit their site and the POTC vision. Recommended initiatives for consideration in the developer incentive program are listed below.

- Develop a low interest loan program through partnerships with local banks.
- For major catalyst projects, provide assistance in bond issues.
- Purchase and resell/assemble parcels through the City, POTC, or other sources to attract new investment.
- POTC and City assistance with funding infrastructure improvements for building fees, water, sewer, parking or roadway improvements for leveraging development on strategic parcels.
- Incentives in the form of reimbursement to developers from increment revenues attributable to a project for the costs of improvements, facilities or services which provide public benefits. Public benefits promoted by such incentives include encouragement and acceleration of the timing of the development, thus preserving the property values in the POTC, enhancing and expanding economic

development and activity within POTC in order to provide a stronger, more balanced, and stable economy, enhancement and preservation of employment opportunities for residents, promotion of the redevelopment of the POTC and assistance in the funding of public improvements, access to and use of public and commercial areas provided by transportation, parking improvements, and other facilities publically or privately owned which are to be routinely accessible to and used by the general public when visiting, using or traversing the project. Facilities providing public benefits may include:

- Exterior signage and devices that provide for a permit or enhance public way-finding and direction, building and business identification to the public, traffic control, and parking management within the project and/or proximate areas.
- Parking structures, parking lots, drive aisles, streets and ways within the project and/or proximate areas provided that such locations are routinely accessible to and available for use by the general public.
- Lighting fixtures, power lines, transformers, and other lighting-related improvements to illuminate parking areas, sidewalks, drive aisles, loading areas, and other locations within the project and/or proximate areas which are routinely accessible to the general public and which equipment will aid public safety and security.
- Drainage retention and detention ponds and holding areas, culverts, pipes, inlets, gates, grates, swales, retaining walls and water quality facilities within the project and/or proximate areas which improvements provide for the management of surface water and the controlled retention or release in order to reduce adverse impacts upon and damage to public streets, public intersections, and adjacent private property.
- Utilities (e.g., water, sewer, gas, electric, communications) and utilities extensions serving the project and/or proximate areas to the extent that the costs of such utilities improvements are the obligation of the developer and are not within the responsibility or obligation of the utility service provider.
- Landscaping, including plant materials and landscape-related features (including any artwork) located along the perimeter of the project or proximate areas or within the parking areas or other areas within the project or proximate areas which are routinely accessible to the general public.
- Physical improvements and amenities intended to serve the general public while upon the project and/or proximate areas, including but not limited to sidewalks, crosswalks, bicycle paths, bicycle racks and storage areas, benches and seating, and trash cans, rest areas, overpasses, and street medians to provide pedestrian safe zones for crossing of roadways and drive aisles.
- Traffic control devices including traffic lights and crosswalk signals within the Project and/or proximate areas.

- Improvements to meet local, state, or federal accessibility standards such as the Americans with Disabilities Act and to aid access for handicapped persons to and within the portions and areas of the project and/or proximate areas which are intended for public access.
- Acceleration lanes, deceleration lanes, turn lanes and lane striping widening or modification intended to benefit the project and/or proximate areas.
- Any other public-related improvements, whether on-site or off-site, if such improvements are for public purpose, promote the redevelopment of the POTC, and provide a public benefit.

Incentives in the form of reimbursement to developers for costs of improvements, facilities or services which provide public benefits shall be by written agreement only. Each agreement to provide the incentives described above shall be subject to approval by the CRA and the City Council.

Section 3. The City Council of the City of Port Orange hereby amends the Riverwalk Planned Community Concept Development Plan as included for the Community Redevelopment Plan for Port Orange Town Center as shown on the attached Exhibit A.

Section 4. The City Council of the City of Port Orange hereby amends Appendix B as included in the Community Redevelopment Plan for Port Orange Town Center. Appendix B, as amended, is attached hereto.

Section 5. The City Council of the City of Port Orange hereby designated the Community Redevelopment Plan for Port Orange Town Center, as amended, including the Riverwalk Planned Community Concept Development Plan and all Appendices as the official community redevelopment plan for the Community Redevelopment Area for Port Orange Town Center.

Section 6. Upon the effective date of this ordinance, the Community Redevelopment Plan and Concept Development 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 term.

Section 7. 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 8. If any part of this ordinance is held to be unconstitutional, invalid or unenforceable for any reason, such holding shall not affect the constitutionality, validity or enforceability of the remainder of this ordinance, which shall remain in full force and effect.

Section 9. This ordinance shall become effective immediately upon final passage by the City Council.

MAYOR ALLEN GREEN

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading, this ____ day of _____, 2014.

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

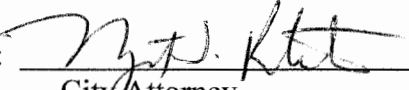
Reviewed and Approved: 
City Attorney

EXHIBIT A

RIVERWALK PLANNED COMMUNITY CONCEPTUAL DEVELOPMENT PLAN



APPENDIX B

The concept selected indicates a rather traditional urban form that has a minimum building setback. The concept features a large civic space that opens onto the Halifax River. Parking would be provided both north and south of the main complex and would have good access from the major highway corridors. The redevelopment is envisioned to take place mainly between Ocean, Dunlawton and Ridgewood Avenues and the Halifax River. The Halifax Riverfront would be lined with a pedestrian promenade connecting the Chamber of Commerce property to the north and Causeway and Halifax Drive, to the south.

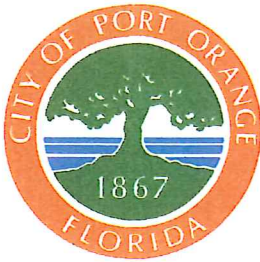
Florida Vernacular Design Requirements

To assure new development that is architecturally in keeping with the POTC and its waterfront setting, Port Orange has adopted architectural design requirements. These requirements are designed to create a Florida Vernacular architectural theming which relates to the historic nature of the POTC. Please refer to Appendix C for more details on architectural requirements.

Development Program

To ensure consistency between the Plan for Town Center and the Port Orange Comprehensive Plan, Update '98 (as amended by Ordinance No. 2006-24 adopted on September 5, 2006), the Development Program for the 35.4-acre Riverwalk Planned Community lying east of U.S. 1 and north of S.R. 421, shall reflect a mixed-use development scenario inclusive of the following:

- 800 Residential Dwelling Units (maximum)
- 292,000 gross leaseable sq. ft. of Non-Residential Development (maximum)
- Public Marina expansion of existing Private Marina
- Riverwalk Promenade/Waterfront Park ~~(6 +/- acres)~~
- US 1/SR 421 Streetscape Enhancements including Underground Utilities
- Multi-Modal Transportation Facilities (2,500 +/- vehicular spaces)
- Master Planned Stormwater Facilities on and off-site
- Riverwalk Planned Community Design Manual
- Florida Vernacular; Key West; Nautical/Coastal & Mediterranean themes



STAFF REPORT

Amendment to the Port Orange Town Center Community Redevelopment Plan Case No. 14-15000001

REQUEST:	Amend the Port Orange Town Center (POTC) Redevelopment Plan to modify the location and size of the public Riverwalk Park and clarify the use of TIF funds as a redevelopment incentive (Exhibit A).
APPLICANT:	City of Port Orange
STAFF RECOMMENDATION:	Approval
STAFF CONTACT:	Penelope Cruz, Principal Planner (386) 506-5671 Matthew Jones, Assistant City Attorney (386) 506-5537
CITY COUNCIL DATE:	October 21, 2014

INTRODUCTION:

The proposed amendments to the Port Orange Town Center (POTC) Redevelopment Plan are primarily to 1) modify the location and size of the public Riverwalk Park and 2) to clarify the use of TIF funds as a redevelopment incentive.

A large portion of the area where the Riverwalk Park is now being planned is designated in the Riverwalk Conceptual Development Plan for High-Rise Residential uses. The amendments will change the park area to a Recreation/Conservation designation.

The existing POTC Redevelopment Plan (A Plan for Town Center) was originally adopted in 1998 and amended in 2007. The Plan currently envisions the Riverwalk project area as a master planned mixed-use project developed primarily by a master developer. The development concept for the Riverwalk project area has changed since 2007 and the proposed amendments will facilitate plans for the public Riverwalk Park to be constructed by the City and not as part of the developer's overall master planned development.

The current focus of the Riverwalk project is on development of areas with unified ownership. The City owns ± 9 acres at the north end of the Riverwalk project area and ± 3 acres generally along the Halifax River and is currently designing a public park for this area. Construction of the park is anticipated to begin in 2015. The POTC Community Redevelopment Agency (CRA) and the City Council approved the Riverwalk Park Concept Plan (See Exhibit B) on February 25, 2014. The design and construction of the Riverwalk Park is being funded with a combination of grants and proceeds from bond refinancing.

The proposed amendment also includes authorization for incentives in the form of reimbursement to developers from increment revenues. This incentive may be available for any development project within the POTC for the costs of improvements, facilities or services which provide public benefits by written agreement subject to approval by the CRA and the City Council. For example, at its July 22, 2014 meeting, the POTC CRA recommended approval (3-2) of the request by the LaCour/Atanasoski Development Team to share up to 50% or not to exceed \$5,000,000 of the tax increment funds (TIF) generated from their Riverwalk project, after the CRA debt is serviced, and only for approved reimbursement expenses consistent with the POTC CRA Plan and Florida Statutes. The proposed language would allow this incentive upon approval of a formal agreement.

Figure 1. Port Orange Town Center CRA Boundary



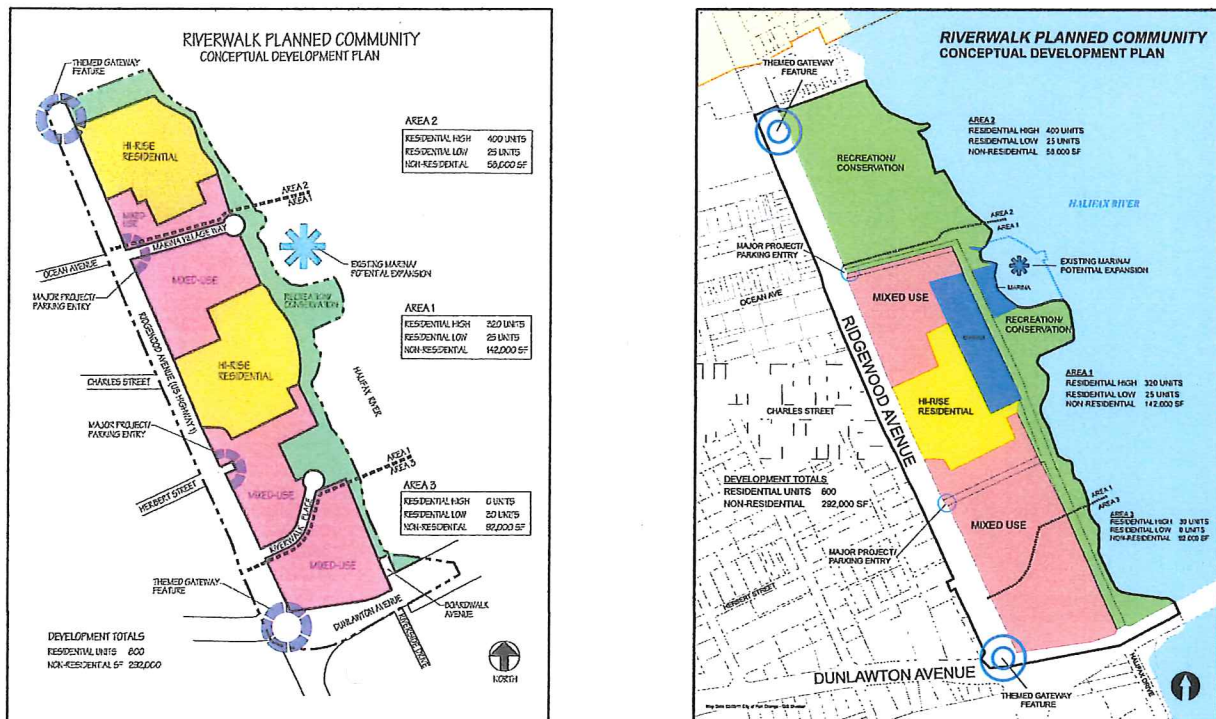
SUMMARY OF PROPOSED AMENDMENTS:

The proposed amendments would update the Plan as follows:

1. *Update the Conceptual Development Plan (CDP).* The CDP was added to the plan in 2007 and identified zoning designations called "project types" for marina, hi-rise, mixed use, and recreational/conservation uses. Due to Riverwalk concept changes since 2007, the area designated recreational/conservation does not align with the current public land ownership and the area now proposed for Riverwalk Park.

The changes to the CDP include: 1) changing the project type at the northern end of the CDP (the area now proposed for Riverwalk Park) from hi-rise, mixed-use and marina to recreation/conservation; 2) revising the roadways illustrated on the CDP to accurately reflect road rights-of-way that shall be subject to the City Council vacation procedures; and 3) identifying the expanded marina area. The marina designation was expanded in November 2012 when the City Council approved the Riverwalk Marina and Riverboat Master Development Agreement and Conceptual Plan which changed some areas from hi-rise, mixed-use, and recreation/conservation to marina.

Figure 2. Current and Proposed Riverwalk CDP



2. *Delete references to a specific park acreage in the Plan.* The Plan currently lists two different acreages (2 acres and 6 acres) for a waterfront park and both are not consistent with the acreage for the Riverwalk Park currently being designed (approximately 12 acres). The Plan has been revised to refer to the park as a waterfront park with no specific acreage. The proposed amendment removes conflict in the size of the park within the Plan and provides flexibility with the overall size of the park.
3. *Clarify the use of TIF funds as a redevelopment incentive.* Authorize incentives in the form of reimbursement to developers from increment revenues attributable to a project for the costs of improvements, facilities or services which provide public benefits by written agreement. Public benefits are broadly defined, as are the types of facilities providing public benefits, which may be publically or privately owned. Each agreement to provide the incentives described above shall be subject to approval by the CRA and the City Council.

CONSISTENCY WITH THE COMPREHENSIVE PLAN:

The proposed amendments are consistent with the intent of the Comprehensive Plan policies regarding the Riverwalk project to be a mixed-use development with a park that provides public views, vistas, and access to the waterfront. The Comprehensive Plan states that recreation facilities and open space areas in Riverwalk are to focus on natural amenities and both active and passive recreation opportunities provided by the Halifax River, a boardwalk, and the use of the existing marina to promote public access to the Halifax River.

RECOMMENDATION:

Approval of the proposed amendments to the Port Orange Town Center Redevelopment Plan (see Exhibit A).

ATTACHMENTS:

Exhibit A – Proposed Amendments to the Port Orange Town Center Redevelopment Plan, the Riverwalk Planned Community Conceptual Development Plan, and Appendix B.

Exhibit B – Riverwalk Park Concept Plan approved on February 25, 2014

Exhibit A

Proposed Amendments to the Port Orange Town Center Redevelopment Plan and Riverwalk Planned Community Conceptual Development Plan

Deletions are strikethroughs (~~strikethroughs~~) and additions are underlined.

5.4.3 School Population

School populations may increase as new residents are attracted to new and adjacent residential opportunities within the POTC. Accommodations will be made to serve students in accordance with population increases expected based on land use decisions to promote redevelopment in the area.

5.4.4 Public Facilities

The Plan provides a coordinated approach to improving and providing additional public facilities in accordance with the vision established. The impacts to any existing community facilities and services should be entirely positive resulting in the provision of more facilities and services and better access to them.

5.4.5 Environmental Quality

The Plan provides for initiatives including the planting of additional street trees, stormwater improvements, a ~~two-acre~~ public waterfront park, riverfront promenade, additional code enforcement, landscape protection and the promotion of water- based and land-based recreational activities all bringing the environment to the forefront of the public issues and concerns. The Halifax River is a rich resource that has attracted people to the area for centuries; it will be enhanced with a community promenade to encourage greater use and respect of this resource.

5.5 Redevelopment Initiatives

The POTC is ideally suited for redevelopment because of its prime location, current susceptibility to change and excellent opportunities for open space amenities and good access.

The purpose of creating community redevelopment areas is to develop revenues to implement projects or programs outlined in the Plan. Creation of significant future revenue on current market growth alone in Port Orange is difficult and initial redevelopment activities should be sponsored by the City in hopes of stimulating a private market response. The POTC CRA by Statute has charge of guiding the area towards redevelopment using strategies allowed by Florida Law and those identified in the POTC Plan.

The POTC goals and objectives identify a number of catalyst projects. These have been divided into Town Center-wide and sub-district, short and long-term projects. A table of projects is listed with approximate associated schedule, cost and recommended means of financing.

5.6.2 DEVELOPER INCENTIVE PROGRAM

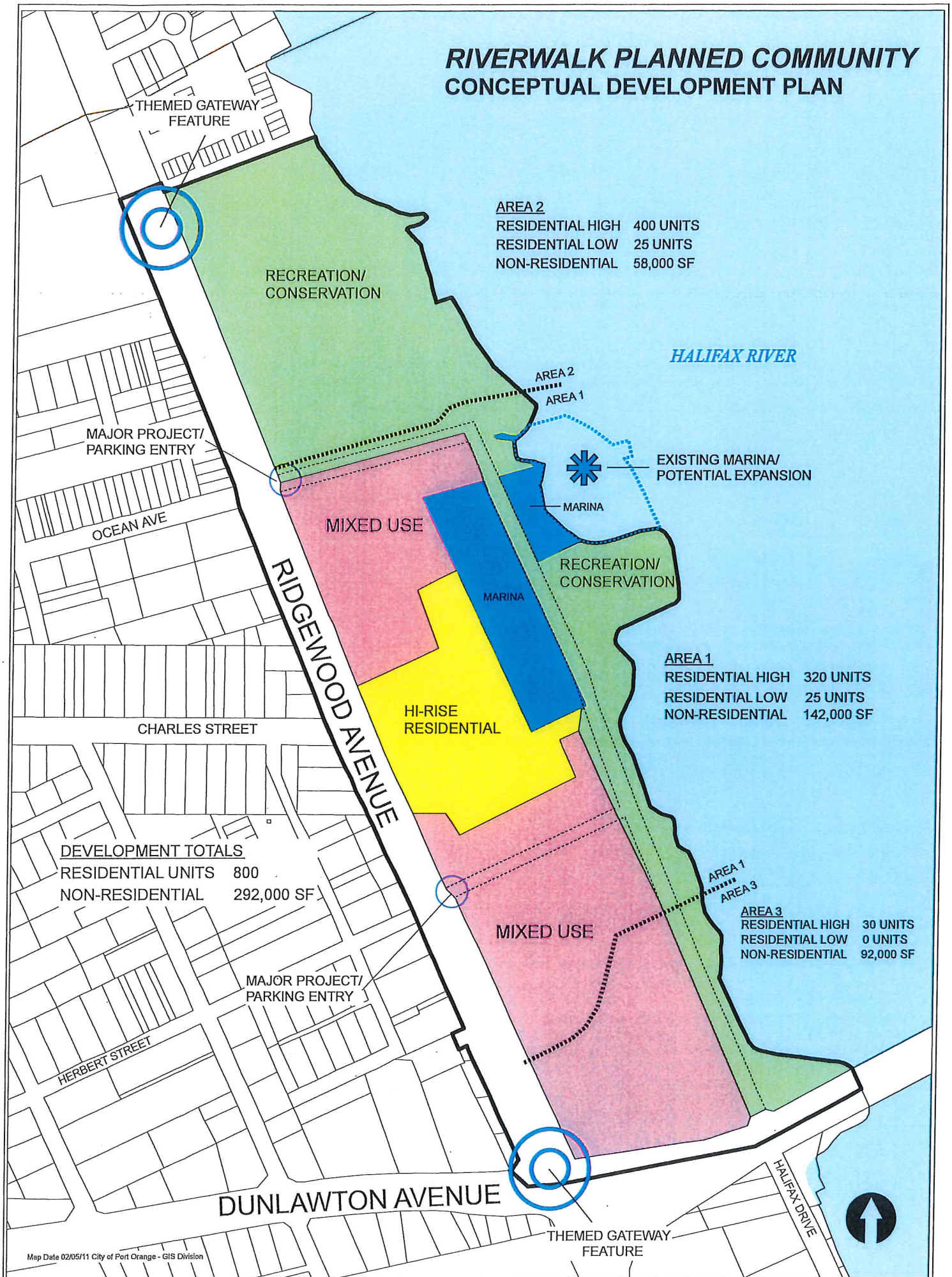
This program is intended to spur private investment in the POTC. Development incentives should recognize and meet the particular needs of individual developers, insure the public benefits derived from incentives outweighs the investment of public resources and assure the projects fit their site and the POTC vision. Recommended initiatives for consideration in the developer incentive program are listed below.

- Develop a low interest loan program through partnerships with local banks.
- For major catalyst projects, provide assistance in bond issues.
- Purchase and resell/assemble parcels through the City, POTC, or other sources to attract new investment.
- POTC and City assistance with funding infrastructure improvements for building fees, water, sewer, parking or roadway improvements for leveraging development on strategic parcels.
- Incentives in the form of reimbursement to developers from increment revenues attributable to a project for the costs of improvements, facilities or services which provide public benefits. Public benefits promoted by such incentives include encouragement and acceleration of the timing of the development, thus preserving the property values in the POTC, enhancing and expanding economic development and activity within POTC in order to provide a stronger, more balanced, and stable economy, enhancement and preservation of employment opportunities for residents, promotion of the redevelopment of the POTC and assistance in the funding of public improvements, access to and use of public and commercial areas provided by transportation, parking improvements, and other facilities publically or privately owned which are intended to be routinely accessible to and used by the general public when visiting, using or traversing the project. Facilities providing public benefits may include:
 - Exterior signage and devices that provide for or permit or enhance public way-finding and direction, building and business identification to the public, traffic control, and parking management within the project and/or proximate areas.
 - Parking structures, parking lots, drive aisles, streets, and ways within the project and/or proximate areas provided that such locations are routinely accessible to and available for use by the general public.
 - Lighting fixtures, power lines, transformers, and other lighting-related improvements to illuminate parking areas, sidewalks, drive aisles, loading areas, and other locations within the project and/or proximate areas which are routinely accessible to the general public and which equipment will aid public safety and security.
 - Drainage retention and detention ponds and holding areas, culverts, pipes, inlets, gates, grates, swales, retaining walls, and water quality facilities within the project and/or proximate areas which improvements provide for the management of surface water and the controlled retention or release in order to reduce adverse impacts upon and damage to public streets, public intersections, and adjacent private property.

- Utilities (e.g., water, sewer, gas, electric, communications) and utilities extensions serving the project and/or proximate areas to the extent that the costs of such utilities improvements are the obligation of the developer and are not within the responsibility or obligation of the utility service provider.
- Landscaping, including plant materials and landscape-related features (including any artwork) located along the perimeter of the project or proximate areas or within the parking areas or other areas within the project or proximate areas which are routinely accessible to the general public.
- Physical improvements and amenities intended to serve the general public while upon the project and/or proximate areas, including but not limited to sidewalks, crosswalks, bicycle paths, bicycle racks and storage areas, benches and seating, trash cans, rest areas, overpasses, and street medians to provide pedestrian safe zones for crossing of roadways and drive aisles.
- Traffic control devices including traffic lights and crosswalk signals within the Project and/or proximate areas.
- Improvements to meet local, state, or federal accessibility standards such as the Americans with Disabilities Act and to aid access for handicapped persons to and within the portions and areas of the project and/or proximate areas which are intended for public access.
- Acceleration lanes, deceleration lanes, turn lanes, and lane striping widening or modification intended to benefit the project and/or proximate areas.
- Any other public-related improvements, whether on-site or off-site, if such improvements are for a public purpose, promote the redevelopment of the POTC, and provide a public benefit.

Incentives in the form of reimbursement to developers for costs of improvements, facilities or services which provide public benefits shall be by written agreement only. Each agreement to provide the incentives described above shall be subject to approval by the CRA and the City Council.

RIVERWALK PLANNED COMMUNITY CONCEPTUAL DEVELOPMENT PLAN



APPENDIX B

The concept selected indicates a rather traditional urban form that has a minimum building setback. The concept features a large civic space that opens onto the Halifax River. Parking would be provided both north and south of the main complex and would have good access from the major highway corridors. The redevelopment is envisioned to take place mainly between Ocean, Dunlawton and Ridgewood Avenues and the Halifax River. The Halifax Riverfront would be lined with a pedestrian promenade connecting the Chamber of Commerce property to the north and Causeway and Halifax Drive, to the south.

Florida Vernacular Design Requirements

To assure new development that is architecturally in keeping with the POTC and its waterfront setting, Port Orange has adopted architectural design requirements. These requirements are designed to create a Florida Vernacular architectural theming which relates to the historic nature of the POTC. Please refer to Appendix C for more details on architectural requirements.

Development Program

To ensure consistency between the Plan for Town Center and the Port Orange Comprehensive Plan, Update '98 (as amended by Ordinance No. 2006-24 adopted on September 5, 2006), the Development Program for the 35.4-acre Riverwalk Planned Community lying east of U.S. 1 and north of S.R. 421, shall reflect a mixed-use development scenario inclusive of the following:

- 800 Residential Dwelling Units (maximum)
- 292,000 gross leaseable sq. ft. of Non-Residential Development (maximum)
- Public Marina expansion of existing Private Marina
- Riverwalk Promenade/Waterfront Park ~~(6 +/- acres)~~
- US 1/SR 421 Streetscape Enhancements including Underground Utilities
- Multi-Modal Transportation Facilities (2,500 +/- vehicular spaces)
- Master Planned Stormwater Facilities on and off-site
- Riverwalk Planned Community Design Manual
- Florida Vernacular; Key West; Nautical/Coastal & Mediterranean themes

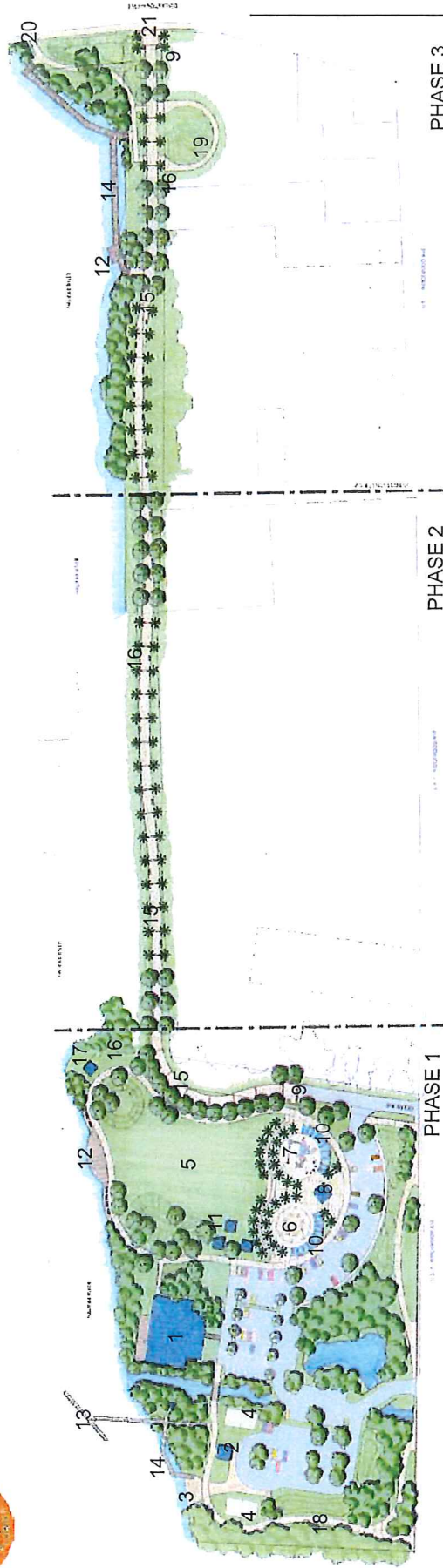
Exhibit B

Riverwalk Park Concept Plan

Approved on February 25, 2014



Port Orange Riverwalk Conceptual Master Plan



1. Chamber Building
2. Trailhead
3. Kayak/ Canoe Launch
4. Sand Volleyball
5. Event Lawn
6. Splash Pad
7. Playground
8. Restroom Building
9. Entry Feature
10. Shade Structure

11. Pavilions
12. Boardwalk Overlook
13. Existing Fishing Pier
14. Boardwalk
15. Future Promenade
16. Historical/ Education Signage
17. Iconic Feature
18. Port Orange Path
19. Shell Midden
20. Connection to Causeway Park
21. East Coast Greenway Trail Connection



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 11/11/2014

Consent item: No

SUBJECT: Second Reading – Ordinance No. 2014-23 – 2nd Amendment to the Master Development Agreement and Conceptual Development Plan for the Journey's End Planned Commercial Development Case No. 14-40000001

DEPARTMENT: Community Development

RECOMMENDED MOTION: Staff recommends adopting Ordinance No. 2014-23, the 2nd Amendment to the Journey's End Master Development Agreement and Conceptual Development Plan, as recommended by the Planning Commission.

SUMMARY: At its September 25, 2014 meeting, the Planning Commission recommended approval of the proposed 2nd Amendment to the Journey's End Master Development Agreement (MDA) and Conceptual Development Plan (CDP).

The proposed 2nd Amendment to the Journey's End MDA and CDP would modify regulations related to Lots 1 and 2 of the PCD property. Lots 1 and 2 are currently vacant and located adjacent to Interstate 95, south of Dunlawton Avenue. If the amendment is approved, the applicant intends to build a ±8,200 square foot Mellow Mushroom restaurant on Lot 1. There is no proposed use for Lot 2 at this time.

The applicant has requested the following changes to the MDA and the CDP:

1. Allow flexibility in the exterior appearance for the buildings built on Lot 1 and 2. The MDA currently requires all buildings within the PCD to be developed with the architectural theme of the Country Inn and Suites Hotel. The buildings on Lot 1 and 2 will still have to be designed to comply with the standard architectural requirements in Chapter 14 of the LDC.
2. Establish a 13' setback along Journey's End Way for covered dining areas. The requested 13' setback is similar to the other City Commercial zoning district's setbacks from a local street right-of-way.
3. Revise the lot configuration of Lot 1 and Lot 2 on the CDP, to accommodate the proposed Mellow Mushroom restaurant on Lot 1. The proposed lot width and area for the reconfigured lots will still meet the lot dimensional requirements in the Journey's End MDA.
4. Remove a note on the CDP for a 6' high wall to be installed adjacent to property zoned for office uses and other commercial uses. The LDC only requires an opaque fence or wall when commercial, industrial, or multi-family development is adjacent to an existing or future single-family development.

5. Modify language to only require the review and approval of the CDP for Lots 1 and 2 by the Planning Commission and City Council in lieu of a complete site plan approval.

Project Funding Account
No.: No.:

ATTACHMENTS:

1.	Ordinance No. 2014-23 - Revised Attachment	Ordinance 2014-23 - REVISED attachment.pdf
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Fenwick, Robin

Created/Initiated - 10/29/2014

ORDINANCE NO. 2014-23

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROVING THE SECOND AMENDMENT TO THE MASTER DEVELOPMENT AGREEMENT AND CONCEPTUAL DEVELOPMENT PLAN FOR THE JOURNEY'S END PLANNED COMMERCIAL DEVELOPMENT; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City and Developer desire to enter into the Second Amendment to the Master Development Agreement ("MDA") and Conceptual Development Plan ("CDP") for the Journey's End Planned Commercial Development ("PCD") (hereinafter referred to as the "Second Amendment"); and

WHEREAS, the Developer submitted a request to the Planning Commission to approve the Second Amendment; and

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

WHEREAS, the Planning Commission has by unanimous vote recommended approval of the proposed Second Amendment; and

WHEREAS, the City Council has approved by a majority vote of the members present the approval of the Second Amendment.

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

Section 1. The City Council of the City of Port Orange does hereby approve the Second Amendment to the Master Development Agreement and Conceptual Development Plan for the Journey's End Planned Commercial Development. (attached hereto as **Exhibit "1"**).

Section 2. The Mayor and City Clerk are hereby authorized to execute said Second Amendment.

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

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

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

MAYOR ALLEN GREEN

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on second reading on the _____ day of _____, 2014

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

Reviewed and Approved: 
City Attorney

Prepared by:
James S. Morris
JAMES S. MORRIS, P.A.
750 Oak Heights Court, Unit 304
Port Orange, FL 32127

Exhibit "1"

SECOND AMENDMENT TO THE MASTER DEVELOPMENT AGREEMENT FOR THE JOURNEY'S END (f/k/a THE PEACOCK WAY) PLANNED COMMERCIAL DEVELOPMENT (PCD)

This Agreement, entered into by and between the CITY OF PORT ORANGE, a Florida municipal corporation whose address is 1000 City Center Circle, Port Orange, Florida 32129 (hereinafter referred to as the "City"); and CenterState Bank of Florida, National Association, a national banking association, successor by merger to First Southern Bank, whose address is 1101 First Street South, Winter Haven, Florida 33880, and T&T Management, Inc., a Florida corporation whose address is 3075 S.E. St. Lucie Boulevard, Stuart, Florida 34997 (hereinafter referred to as the "Property Owners"), constitutes the Second Amendment to the Master Development Agreement for the Journey's End (f/k/a Peacock Way) Planned Commercial Development (hereinafter referred to as the "Second Amendment").

WHEREAS, the Property Owners are the owners of the property described in Exhibit "A"; and

WHEREAS, The City and P.D.M. Group, Inc. previously entered into an agreement and covenant to bind their successors and assigns to the terms and provisions of a development agreement entitled "Master Development Agreement for the Peacock Way Planned Commercial Development (PCD)" (hereinafter referred to as the "MDA"), recorded in Official Records Book 4614, Page 746, Public Records of Volusia County, Florida, which included the Property; and

WHEREAS, the City, Jai-Ambe, Inc. and Port Orange Stow-A-Way, LLC previously entered into a first amendment to the MDA entitled, "First Amendment to the Master Development Agreement For The Journey's End (f/k/a Peacock Way) Planned Commercial Development (PCD)" (hereinafter referred to as the "First Amendment") recorded in OR Book 6262, Page 503, Public Records of Volusia County; and

WHEREAS, the City and the Property Owners have opted to further amend the operation and effect of the MDA and the First Amendment as applied to the Property by creating and agreeing to a "Second Amendment to the Master Development Agreement for the Journey's End (f/k/a The Peacock Way) Planned Commercial Development (PCD)," (hereinafter referred to as "Second Amendment"); and

WHEREAS, the City and the Property Owners wish to further amend the MDA and CDP, as modified by the First Amendment as to Lots 1 and 2 only, to allow authorization for a restaurant site plan as depicted on the Conceptual Development Plan Exhibit "B" by further amending the MDA as modified by the First Amendment to the MDA.

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

1. The premises stated above are true, correct and form a material part of the Second Amendment.
2. Paragraph 9, "Architectural Design Standards", of the MDA and Paragraph 7 of the First Amendment are hereby amended as follows:
 - "A. The following standards shall apply:
 - (1) A common architectural theme shall not be required throughout the PCD, but rather, varying architectural stylistic influences or designs may be permitted, so long as all buildings and accessory structures on each lot are developed in compliance with the requirements of Chapter 14 of the Port Orange Land Development Code.
 - (2) Lower grade exterior wall finishes and roof materials shall be prohibited;
 - (3) The City shall have the right to require modification of architectural details and ornamentation such as covered pedestrian walkways, arches, columns, sloped roof tops, and decorative cornices and medallions, etc., to promote complementary buildings within the PCD; and
 - (4) Corporate prototype design and materials shall be prohibited to the extent that they prevent compliance with Paragraphs (1) through (4) of this subsection."
3. Paragraph 13, "Site Development Plans Required for Development of Individual Lots", of the MDA and as applied to all property governed by the MDA shall be amended by deleting the struck through items listed below. ~~Even after platting, the site plan for each lot shall be reviewed by the Port Orange Planning Commission and approved by the City Council.~~
4. Exhibit C, "Permitted Uses and Dimensional Requirements" of the MDA and Paragraph 6, "Uses and Dimensional Requirement" of the First Amendment are hereby amended as follows:

"Lot Dimensional Requirements

Minimum Front Yard Setback	30 feet	for the main structure (in air conditioned space);
		and
	13 feet	for covered outdoor dining structures (in non air conditioned space)"

5. The Conceptual Development Plan attached hereto as Exhibit "B" shall govern all of Lot 1 and a portion of Lot 2 as described on Exhibit "A". As part of the development approval, the property currently described as Lot 1 and a part of Lot 2 shall, by way of a lot line shift, be designated as Lot 1 and the remainder of Lot 2 after the lot line shift shall be designated as Lot 2. The new Lot 2 shall meet the MDA requirements for minimum lot size.
6. This Agreement shall be effective upon recording by the City at the Developer's expense in the Public Records of Volusia County, Florida. The Second Reading of the Ordinance for Re-zoning of any land to the PCD District shall not take place until the Developer has provided an executed copy of the Agreement to the City Clerk addressing all issues discussed prior to the scheduled Second Reading. If there are no additional requirements, corrections or conditions attached by the City Council at the Second Reading, the Agreement shall be signed by the Mayor and the City Clerk and thereafter recorded.
7. This Second Amendment shall be recorded in the Public Records of Volusia County, Florida, at the Developer's expense.
8. The MDA and CDP, as previously enacted, and the First Amendment as previously enacted shall, remain in full force and effect except with respect to those matters specifically amended by this Second Amendment.

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

WITNESSES:

**CITY OF PORT ORANGE, a Florida
municipal corporation**

Print Name: _____

By _____

Allen Green, Mayor
1000 City Center Circle
Port Orange, FL 32129

Print Name: _____

Print Name: _____

Attest: _____
Robin Fenwick, City Clerk, CMC
1000 City Center Circle
Port Orange, FL 32129

Print Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by Allen Green, Mayor, of The City of Port Orange, Florida, a Florida Municipal Corporation, on behalf of the City. They are personally known to me and did not take an oath.

Type, Print or Stamp Name
My commission expires:

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by Robin Fenwick, City Clerk, of The City of Port Orange, Florida, a Florida Municipal Corporation, on behalf of the City. They are personally known to me and did not take an oath.

Type, Print or Stamp Name
My commission expires:

CenterState Bank of Florida, National Association, a national banking association, successor by merger to First Southern Bank

Jennifer M Burke
Witness 1

Jennifer M Burke
Print Name of Witness 1

By Kristen Castro
Title: Vice Pres.
Printed Name: Kristen Castro

Date: 10-23-14

Jared M. Pratt
Witness 2

Jared M. Pratt
Print Name of Witness 2

STATE OF FLORIDA
COUNTY OF Osceola

The foregoing instrument was acknowledged before me this 23 day of October, 2014, by Kristen Castro, as Vice President of CenterState Bank of Florida, National Association, a national banking association, successor by merger to First Southern Bank, on behalf of the association. He is ☒ personally known to me or ☐ has produced a Driver's License as identification.



Jennifer M Burke
Type, Print or Stamp Name
My commission expires:

T&T MANAGEMENT, INC.-, a Florida corporation

Tiffany Baker

Witness 1

Tiffany Baker

Print Name of Witness 1

Michele Terry

Witness 2

MICHELE TERRY

Print Name of Witness 2

By:

Karl Thomas

Title: *PRES.*

Printed Name: *KARL THOMAS*

Date:

10-07-14

STATE OF *FL*
COUNTY OF *Polk*

The foregoing instrument was acknowledged before me this *7* day of *October*, 2014, by *Karl Thomas*, as *PRES* of T&T Management, Inc., a Florida corporation, on behalf of the company. He is [☒] personally known to me or [] has produced a Driver's License as identification.

Type, Print or Stamp Name
My commission expires:

J Byrnes

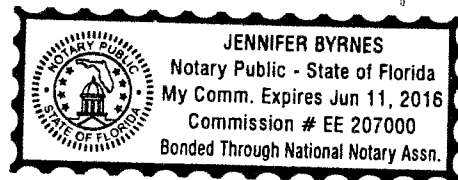


EXHIBIT A

LOT 1, JOURNEY'S END SUBDIVISION, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 55, PAGES 152 THROUGH 154, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. ALSO TOGETHER WITH THE NORTHERLY 50.00 FEET OF LOT 2, JOURNEY'S END SUBDIVISION, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 55, PAGE 152 THROUGH 154, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

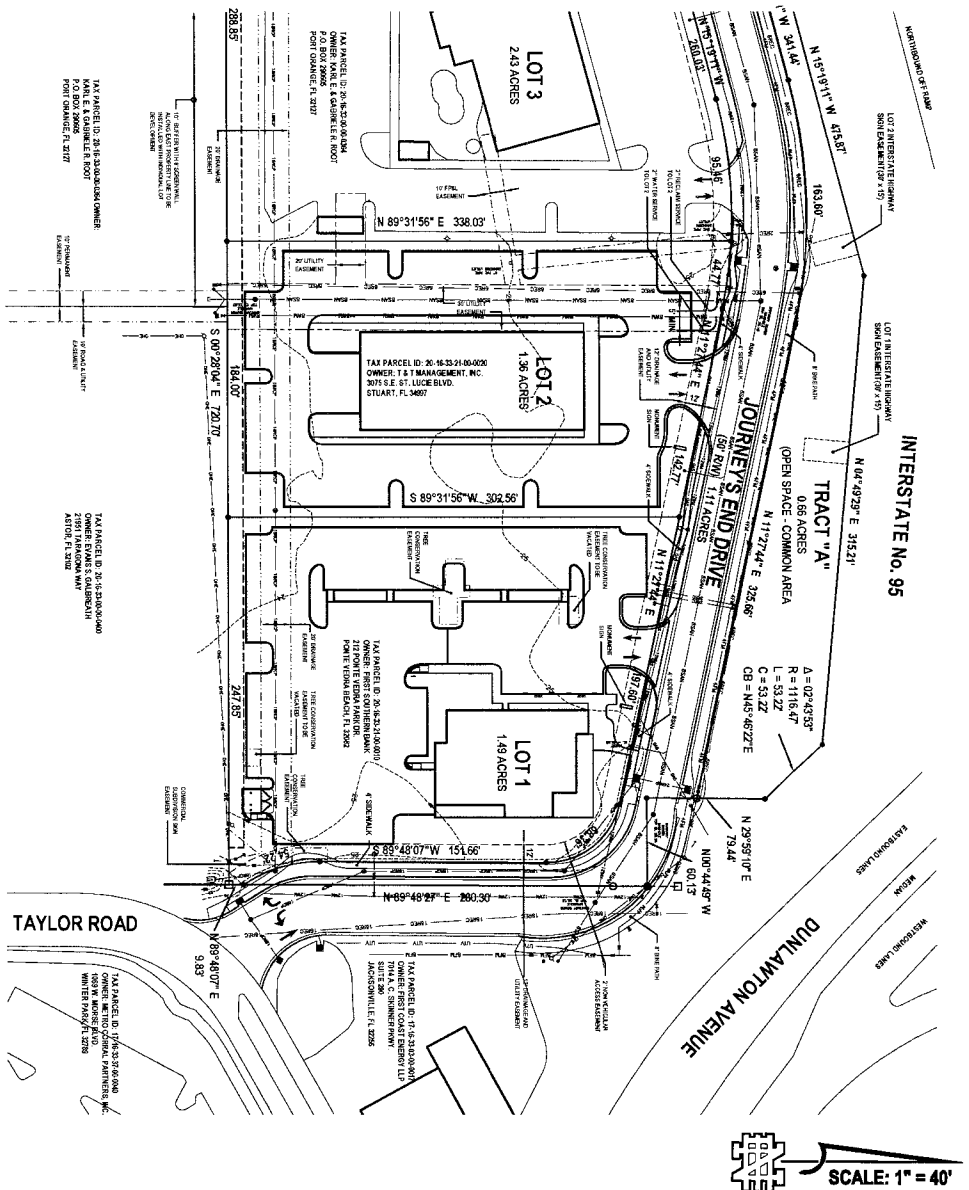
CONTAINING 1.486 ACRES, MORE OR LESS.

AND

LOT 2, EXCEPTING THE NORTHERLY 50.00 FEET THEREOF, JOURNEY'S END SUBDIVISION, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 55, PAGES 152 THROUGH 154, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

CONTAINING 1.359 ACRES, MORE OR LESS

EXHIBIT "B"



LOCATION MAP
SCALE: 1" = 1,000'

FLOOD ZONE MAP
SCALE: 1" = 800'

FLOOD ZONE "X"

SOILS MAP
SCALE: 1" = 400'

SOIL TYPES: (63) TAVARES FINE SAND, 0 TO 5% SLOPES

OVERALL DEVELOPMENT SITE DATA:	
TOTAL ACRES:	3.30 ACRES
LOT 1:	1.40 ACRES
LOT 2:	1.36 ACRES
LOT 3:	2.42 ACRES
TRACT A:	0.66 ACRES
TRACT B:	0.52 ACRES
TRACT C:	1.96 ACRES
RIGHT-OF-WAY:	1.11 ACRES
MINIMUM LOT SIZE:	1.00 ACRE
MINIMUM OPEN SPACE REQUIRED:	30%

PROJECT TEAM

PROPERTY OWNER:
GENERATIVE BANKS, INC.
424 S. HIGHWAY 77
SUITE 200
PHONE: (940) 295-5566

PROPERTY OWNER:
T & T MANAGEMENT, INC.
1000 DOWNSIDE
STUART, FL 34992

APPLICANT:
TOWNSHIP WINDHOOD, LLC
424 S. HIGHWAY 77, SUITE 103
SUITE 200
PHONE: (940) 946-6589
FAX: (940) 946-6589
EMAIL: MARK@TOWNSHIPWINDHOOD.COM

ENGINEER:
NIMMOSS CONSULTING, INC.
1321 N. STATE ST.
OKMORO BEACH, FL 32174
PHONE: (386) 246-2599
FAX: (386) 246-2599
EMAIL: MARK@NIMMOSS-ENGINEERING.COM

LEAD DESIGNER:
SHURTLOFF:
AIA GEO, INC.
1000 W. HIGHWAY 1, SUITE 204
OKMORO BEACH, FL 32174
PHONE: (386) 459-5179
FAX: (386) 459-5179
EMAIL: AIA@GEO-INC.COM

GENERAL NOTES

- [illegible]

LEGAL DESCRIPTION (OVERALL DEVELOPMENT)

[illegible]

LEGAL DESCRIPTION (LOT 1)

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840,

LEGAL DESCRIPTION (LOT 2)

LOT 2, EXCEPTING THE NORTHERLY 30 FEET THEREOF, JOHNNET'S END SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 35, PAGES 152 THROUGH 154, OF THE PUBLIC RECORDS OF VOLUSA COUNTY, FLORIDA, CONTAINING 1.359 ACRES, MORE OR LESS.

REVISIONS

**NEWKIRK
ENGINEERING**

1370 West 101st Suite 204
 Oremond Beach, Florida 32174
 Phone (386) 204-2969
 Myr@newkirk-engineering.com
 Certificate of Authorization
 No. 32079
 (2013)

Civil Engineering
 Land Development
 Construction Engineering
 Inspection

CONCEPTUAL DEVELOPMENT
PLAN (CDP)

JOURNEY'S END SUBDIVISION
5790 & 5800 JOURNEY'S END WAY
PORT ORANGE, FL 32127



PROJECT No.	2014-4
DATE	JUNE 25, 2014
DESIGN BY:	HR
DRAWN BY:	DA
CHECKED BY:	HR
SCALE:	1" = 1'
DRAWING NUMBER	



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 11/11/2014

Consent item: No

SUBJECT: First Reading - Ordinance No. 2014-26 - Land Development Code (LDC) Text Amendment/Chapter 17, Section 10 and Chapter 18, Section 4 of the LDC, Making existing single-family homes in zero lot line subdivisions, and those built or permitted on a lot zoned two-family residential (R-2D) before April 17, 1990, a permitted use, Case No. 14-25000003

DEPARTMENT: Community Development

RECOMMENDED MOTION: Approve Ordinance No. 2014-26, amending Chapter 17, Section 10 and Chapter 18, Section 4 of the Land Development Code.

SUMMARY: PLANNING COMMISSION ACTION 10/23/2014: Recommended approval

SUMMARY: At the September 16, 2014 City Council meeting, the Council directed staff to prepare an amendment to the Land Development Code (LDC) that would make existing single-family homes in a zero lot line subdivision or which were built or permitted on a lot zoned Two-Family Residential (R-2D) before April 17, 1990, a permitted use.

Prior to 1990, the LDC allowed zero lot line subdivisions with single-family homes as a special exception use in the R-2D zoning district. Throughout the 1980's, several special exceptions for zero lot line subdivisions were approved by the City Council. On August 17, 1990, the City adopted an ordinance that removed zero lot line subdivisions with single-family homes from the list of allowed uses in the R-2D zoning district. With approval of that ordinance, about 600 single-family homes become legal non-conforming uses.

Recently, at least two homeowners with a single-family home in one of these zero lot line subdivisions have encountered difficulties with the sale of their home because it is a legal non-conforming use. According to the LDC, if a legal non-conforming use is destroyed or substantially damaged beyond 60 percent of its current appraised value, the home would need to be rebuilt to conform to the underlying zoning district (R-2D) and LDC. Therefore, if the cost to repair a damaged single-family home located in one of the zero lot line subdivisions is greater than 60 percent of its current appraised value, a single-family home could not be rebuilt because it is not listed as a permitted use in the R-2D zoning district. The only residential structure allowed by code to be rebuilt in the R-2D zoning district is a duplex.

The proposed amendment would allow for existing single-family homes in zero lot line subdivisions or which were built or permitted on a lot zoned R-2D before April 17, 1990 to be rebuilt as a single-family home if the original home is damaged beyond 60 percent

of its current appraised value.

A rebuilt single-family home would need to comply with the dimensional requirements approved for the home when they were developed in the 1980's to ensure consistency with the surrounding single-family dwellings.

Project Funding Account
No.: No.:

ATTACHMENTS:

1.	Staff Report	CC Staff Report_LDC Amendment_R-2D.pdf
2.	Ordinance No. 2014-26	Ordinance No. 2014-26.pdf

Cruz, Penelope	Created/Initiated - 10/22/2014
Clark, Wayne	Approved - 10/22/2014
Roberts, Margaret	Approved - 10/30/2014
Harden, David	Final Approval - 10/30/2014



STAFF REPORT

LDC TEXT AMENDMENT/R-2D ZONING DISTRICT

CASE NO. 14-25000003

REQUEST: Amend Chapter 17, Section 10 of the Land Development Code (LDC), to add “single-family dwelling” as a permitted use with special development requirements in the R-2D zoning district; and amend Chapter 18, Section 4 of the LDC, to add special development requirements for single-family dwellings in the R-2D zoning district.

APPLICANT: City of Port Orange

STAFF RECOMMENDATION: **Approval**

STAFF CONTACT: Penelope Cruz, Principal Planner

CITY COUNCIL DATE: November 11, 2014

INTRODUCTION:

At the September 16, 2014 City Council Meeting, the Council directed staff to prepare an amendment the Land Development Code (LDC) that would make existing single-family homes built or permitted on a lot zoned Two-Family Residential (R-2D) before April 17, 1990, a permitted use.

Until 1990, the LDC allowed single-family homes to be constructed as part of zero lot line subdivisions. At that time, zero lot line subdivisions were a special exception use in the R-2D zoning district and the subdivision and homes had to comply with development requirements such as, building setbacks, height, lot size, parking, easements etc. Special exception requests have to be reviewed by the Planning Commission and approved by the City Council. Throughout the 1980’s several special exceptions for zero lot line subdivisions were approved by the City Council and constructed (Table 1.).

Table 1. Zero Lot Line Subdivisions with Single-Family Dwellings in the R-2D Zoning District

Subdivision	Year Approved	Number of Lots
Amber Village	1984	59
Harbor Town Village	1988	78
Jackson Square	1988	20
Little Town Village	1988	45
Potato Patch	1988	128
Taylor Woods	1987/88	90
The Groves (south of Madeline)	1989	146

In 1990, the City adopted Ordinance 1990-9 that removed zero lot line subdivisions as a special exception use in the R-2D zoning district. According to the information available in the staff report and meeting minutes for the adoption of that ordinance, there appeared to be concerns with the dimensional requirements for the single-family homes built in zero lot line subdivisions and this may have led to the ordinance being approved.

With the approval of the ordinance in 1990, about 600 single-family homes became legal non-conforming uses. According to the LDC, a destroyed or substantially damaged legal non-conforming single-family home could only be rebuilt if the cost to repair the damaged home was determined to be less than 60 percent of its current appraised value. If the cost to repair the home is greater than 60 percent of its current appraised value, the home would need to be rebuilt to conform to the underlying zoning district (R-2D) and LDC. Therefore, if the cost to repair a damaged single-family home located on a lot in a zero lot line subdivision is greater than 60 percent of its current appraised value, the only residential structure by code that could be rebuilt on the lot is a duplex.

No provisions were included in the 1990 Ordinance to allow the existing approximately 600 single-family homes built in zero lot line subdivisions to be reconstructed if the homes were damaged by fire, wind, hurricane or other event.

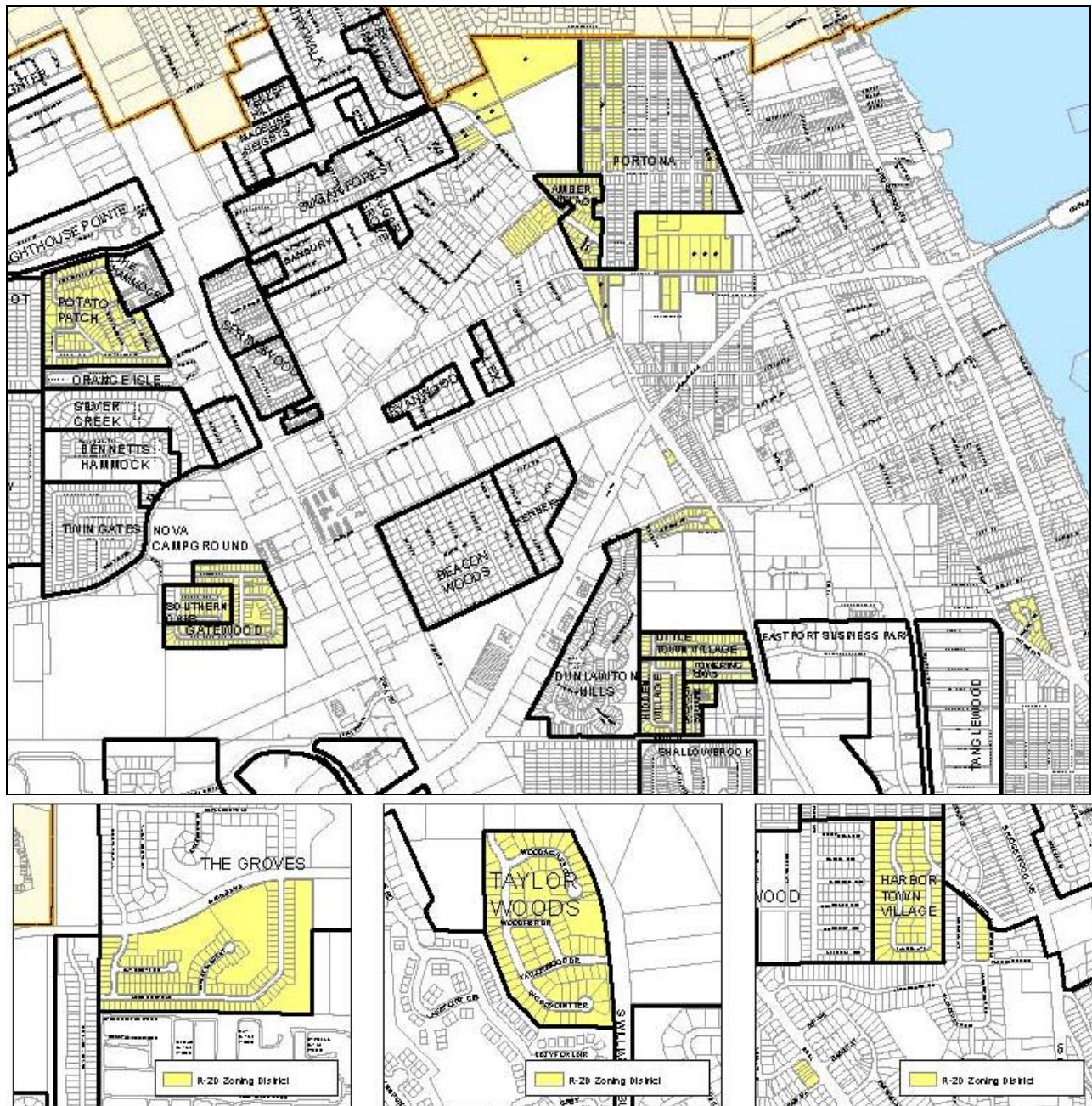
Recently, at least two homeowners with a single-family home in one of these subdivisions have encountered difficulties with the sale of their home because of the inability to rebuild it if the existing home would be damaged or destroyed.

Proposed Amendment:

The amendment adds “single-family dwellings” to the list of permitted uses with special development requirements in the R-2D zoning district. If a single family home in the R-2D district is destroyed or damaged, the replacement residential structure could be a single-family home, but the new single-family home must meet the proposed special development requirements. A single-family home would need to comply with the following dimensional requirements (which are the dimensional requirements approved for the homes when they were developed in the 1980’s) to ensure consistency with the surrounding single-family dwellings:

- (a) The single-family dwelling shall be located in one of the following R-2D zoned zero lot line subdivisions within the city or have been issued a building permit prior to April 17, 1990.
 - (1) Amber Village
 - (2) Gatewood
 - (3) Harbor Town Village
 - (4) Potato Patch
 - (5) Southern Oaks
 - (6) Taylor Woods
 - (7) The Groves
- (b) The dimensional requirements for single-family dwellings in the R-2D zoning district are as follows:
 - (1) Minimum lot area: 5,000 sq.ft.
 - (2) Minimum lot width: 50 ft.
 - (3) Maximum building coverage: 40%
 - (4) Building setbacks (ft.)
 - (a) Front: 20 or as identified on the subdivision plat, whichever is greater.
 - (b) Side: 10 (If located in an existing zero-lot-line subdivision listed in section (a) above, then one side is 10 ft. and one side is 0 ft.)
 - (c) Rear: 15 or as identified on the subdivision plat, whichever is greater.
 - (5) Maximum height: 35 ft.

Figure 2. Map of Areas Zoned R-2D



RECOMMENDATION:

Staff recommends **approval** to amend Chapter 17, Section 10 of the Land Development Code, to add single-family dwelling as a permitted use with special development requirements in the R-2D zoning district; and to amend Chapter 18, Section 4 of the Land Development Code, to add special development requirements for a single-family dwelling in the R-2D zoning district.

ORDINANCE NO. 2014-26

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING THE CITY OF PORT ORANGE LAND DEVELOPMENT CODE; AMENDING CHAPTER 17, SECTION 10 RELATING TO THE PERMITTED USES FOR THE TWO-FAMILY RESIDENTIAL (R-2D) DISTRICT; AMENDING CHAPTER 18, SECTION 4, SUBSECTION (b)(15.6) RELATING TO SPECIAL DEVELOPMENT REQUIREMENTS FOR SINGLE-FAMILY DWELLINGS IN THE R-2D DISTRICT; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, prior to 1990, approximately 600 single-family homes were constructed throughout the City within the Two-Family Residential (R-2D) zoning district as part of a special exception use; and

WHEREAS, on April 17, 1990, City Council adopted Ordinance 1990-9 removing the special exception which allowed the single-family homes to be built within the Two-Family Residential (R-2D) zoning district; and

WHEREAS, since April 17, 1990, the single-family homes located within the Two-Family Residential (R-2D) zoning district have been considered legal non-conforming uses; and

WHEREAS, a destroyed or substantially damaged legal non-conforming single-family home could only be rebuilt if the cost to repair the damaged home was determined to be less than 60 percent of its current appraised value; and

WHEREAS, if the cost to repair a damaged non-conforming single-family home located within the Two-Family Residential (R-2D) zoning district is greater than 60 percent of its current appraised value, the only residential structure that could be rebuilt on the lot would be a duplex; and

WHEREAS, City Council directed staff to prepare an amendment to the Land Development Code ("LDC") to allow existing single-family homes built or permitted on a lot zoned Two-Family Residential (R-2D) before April 17, 1990, as a permitted use; and

WHEREAS, the Planning Commission has recommended approval of the proposed amendments to the Land Development Code; and

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

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

SECTION 1: The City Council of the City of Port Orange hereby amends Chapter 17, Section 10 of the LDC to read as follows:

Chapter 17 - ZONING DISTRICT REGULATIONS

Section 10: - Two-family residential (R-2D) district.

- (a) *Purpose and intent.* The two-family residential (R-2D) district is intended to provide relatively affordable, urban density housing, and it is intended to serve as a transitional zone between multifamily and single-family residential uses.
- (b) *Permitted uses.*
 - (1) Antennas.
 - (2) Camouflaged communication towers.
 - (3) Two-family dwellings.
- (bb) *Permitted uses with special development requirements (chapter 18, section 4).*
 - (1) Community gardens (subsection 5.1).
 - (2) Single-family dwellings (subsection 15.6).
- (c) *Special exception uses (chapter 18, section 3).*
 - (1) Guyed, lattice and monopole communication towers (subsection 5).
- (d) *Single-family attached dwelling subdivision regulations.*
 - (1) Utility easements allowing service to each unit shall be provided.
 - (2) Access easements for maintenance of common walls and other facilities shall be provided.

- (3) Legal covenants, restrictions and similar provisions for the joint maintenance of structure shall be submitted to the department to be recorded contemporaneously with the plat.
- (4) Where two-family dwelling development is proposed, plans shall be presented for both units simultaneously.

SECTION 2: The City Council of the City of Port Orange hereby amends Chapter 18, Section 4(b)(15.6) of the LDC 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.*

(15.6) Single-family dwellings (R-2D).

- (a) The single-family dwelling shall be located in one of the following R-2D zoned zero-lot-line subdivisions within the city or have been issued a building permit prior to April 17, 1990.
 - (1) Amber Village
 - (2) Gatewood
 - (3) Harbor Town Village
 - (4) Potato Patch
 - (5) Southern Oaks
 - (6) Taylor Woods
 - (7) The Groves
- (b) The dimensional requirements for single-family dwellings in the R-2D zoning district are as follows:
 - (1) Minimum lot area: 5,000 sq.ft.
 - (2) Minimum lot width: 50 ft.
 - (3) Maximum building coverage: 40%
 - (4) Building setbacks (ft.)
 - (a) Front: 20 or as identified on the subdivision plat, whichever is greater.
 - (b) Side: 10 (If located in an existing zero-lot-line subdivision listed above, then one side is 10 ft. and one side is 0 ft.)
 - (c) Rear: 15 or as identified on the subdivision plat, whichever is greater.
 - (5) Maximum building height: 35 ft.

SECTION 3: CONFLICTING ORDINANCES

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

SECTION 4: SEVERABILITY

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

SECTION 5: EFFECTIVE DATE

This ordinance shall take effect immediately upon adoption.

MAYOR ALLEN GREEN

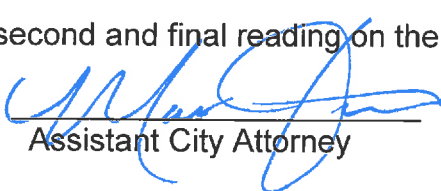
ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the day of

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

Reviewed and Approved:



Assistant City Attorney



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 11/11/2014

Consent item: No

SUBJECT: First Reading - Ordinance No. 2014-27 - Rezoning/Planned Unit Development (PUD) to Multi-family Low Density Residential (R-3L) for property located at 6385 Airport Road
Case No. 14-60000004

DEPARTMENT: Community Development

RECOMMENDED MOTION: Approve Ordinance No. 2014 - 27, rezoning +/- 6.62 acres at 6385 Airport Road from Planned Unit Development (PUD) to Multifamily Low Density Residential (R-3L).

SUMMARY: PLANNING COMMISSION ACTION 10/23/2014: Recommended approval

SUMMARY: The property owner is requesting to rezone +/- 6.62 acres located on the south side of Airport Road between the Cypress Head and Waters Edge subdivisions from Planned Unit Development (PUD) to Multifamily Low Density Residential (R-3L).

The subject property is currently zoned PUD but it does not have an adopted Master Development Agreement (MDA) to provide permitted uses or dimensional requirements for new development. The rezoning request is a shift from the negotiated PUD zoning district to a conventional residential zoning district that uses the Land Development Code to provide specific development regulations.

The R-3L zoning district is intended to provide low-density multifamily development with a maximum density of 8 units per acre and is consistent with the current Future Land Use Designation of the property [Urban Medium Density Residential (4-8 units per acre)]. If the rezoning request is approved, the property owner intends to submit development plans for a multifamily development.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Staff Report	Report with Exhibits.pdf
2.	Ordinance No. 2014-27	Ordinance No. 2014-27.pdf

Perney, Gwen
Clark, Wayne
Roberts, Margaret

Created/Initiated - 10/23/2014
Approved - 10/23/2014
Approved - 10/30/2014

Harden, David

Final Approval - 10/30/2014



STAFF REPORT

CASE NO. 14-60000004

Rezoning / PUD (Planned Unit Development) to R-3L (Low Density Multi-Family Residential)

REQUEST: Rezone 6.62 acres from Planned Unit Development (PUD) to Low Density Multi-Family Residential (R-3L)

OWNER: Mohammed Alharbi

APPLICANT: Paul Momberger, RLA, Zev Cohen & Associates, Inc.

LOCATION: 6385 Airport Rd. (Exhibit "A" – Location Map)

STAFF RECOMMENDATION: **Approval**

STAFF CONTACT: Gwen Perney, Senior Planner (386) 506-5673

PLANNING COMMISSION DATE: October 23rd, 2014

DISCUSSION:

The applicant proposes to rezone the subject property from PUD to Low Density Multi-Family Residential (R-3L) (Exhibit "B"). The subject property is designated *Urban Medium Density Residential* (4-8 units/acre) on the City's Future Land Use Map. The rezoning request is a shift from the negotiated PUD zoning district to a conventional residential zoning district that uses the Land Development Code (LDC) to provide specific development regulations.

In 1993 the subject property was annexed into the City and in 1995 the Future Land Use designation for the subject property was changed to *Urban Medium Density Residential* (4-8 units/acre) from Volusia County Agricultural Resource Area and Environmental System Corridor. The subject property was also rezoned in 1995 to PUD from Volusia County A-1 (Agriculture) and RC (Resource Corridor) and a MDA and CDP was approved for a 52 unit multi-family development. The multi-family development was not constructed and the MDA and CDP expired in 2000. In 2005, an application was submitted for a new MDA and CDP for the development of a 48 unit multi-family development. The MDA and CDP were reviewed by the Planning Commission and approved by the City Council at 1st reading but were never brought back before the City Council for 2nd and final reading. The current property owner purchased the property in 2013 and is requesting to rezone the property to a conventional zoning district.

The applicant is requesting the rezoning in order to construct a multi-family development on the property. The R-3L zoning district is intended to provide low-density multi-family developments with a maximum of 8 dwelling units per acre, which is consistent with the *Urban Medium Density Residential* (4-8 units/acre) FLU. If the rezoning is approved, up to 52 multi-family residential units could be developed. Similar properties in the City zoned R-3L with multi-family developments include: Townhomes North and West, The Hammocks, and Victoria Gardens. The nearby Golf Villas at

Cypress Head and Whispering Woods condominiums also have a similar density but these developments are zoned PUD.

The PUD zoning district is intended to provide a flexible approach for unique and innovative land development proposals, which would otherwise not be permitted by this code. Because the property owner intends to develop the site in compliance with the requirements already established in the LDC and does not anticipate any deviations from basic code provisions, the property owner selected to use a standard zoning district that is consistent with the current FLU designation of the property.

The list of permitted uses and dimensional requirements for the R-3L district is attached (Exhibit "C"). Access to the property will be located on Airport Road. The access point will be required to meet County and City requirements for a driveway. City water and sewer are available to serve the property. All future development plans (subdivision or site plan) will require a detailed technical review by the staff Development Review Committee (DRC) to determine consistency with all LDC requirements. As part of the review process, stormwater retention, traffic generation, landscaping, buffering, and parking will be addressed in accordance with the City standards in the LDC.

Because the maximum permitted density of the property is not proposed to change, there is no anticipated increase in impacts to the City's infrastructure such as traffic and utilities. Also, the dimensional requirements for R-3L zoning (setbacks, building height, etc.) are consistent with the dimensions stated in the previously approved PUD.

The rezoning request was reviewed according to the criteria established in Chapter 3, Section 7 of the Land Development Code (LDC) in terms of consistency with the Comprehensive Plan and consistency with the surrounding land uses and zoning.

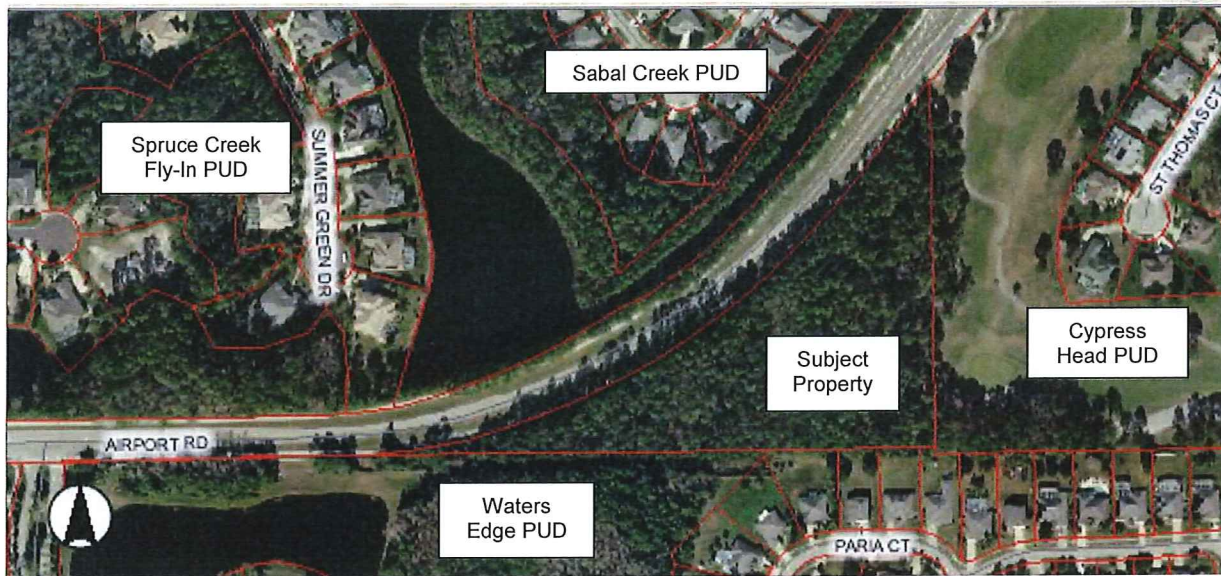
COMPATIBILITY WITH SURROUNDING USES AND ZONING:

The current PUD zoning is a residential designation; however, without an MDA there are no permitted uses or dimensional requirements to provide guidelines for new development. The LDC does not provide permitted uses or dimensional requirements for properties zoned PUD without a MDA. The rezoning request is to establish permitted uses and dimensional requirements (minimum lot width and area, building setbacks, maximum height, building coverage, open space coverage, etc.) so the property can be developed.

Shown in Table 1 below and the map on Page 3, the subject property is surrounded by single-family homes and the Cypress Head golf course. Since 1995, the subject property has been designated with a future land use designation that supports multi-family developments at a density of up to 8 units per acre.

Table 1. Surrounding properties

Direction	Land Use	Zoning District
North	Airport Road and Single-Family Residential	Planned Unit Development (Sabal Creek)
South	Single-Family Residential	Planned Unit Development (Waters Edge)
East	Golf Course and Single-Family Residential	Planned Unit Development (Cypress Head)
West	Single-Family Residential	Planned Unit Development (Spruce Creek)

**Consistency with Comprehensive Plan**

The subject property is designated *Urban Medium Density Residential* (4 – 8 units per acre) on the City's Future Land Use Map. The rezoning of the property to R-3L is consistent with the designated FLU as the zoning category allows up to 8 units per acre.

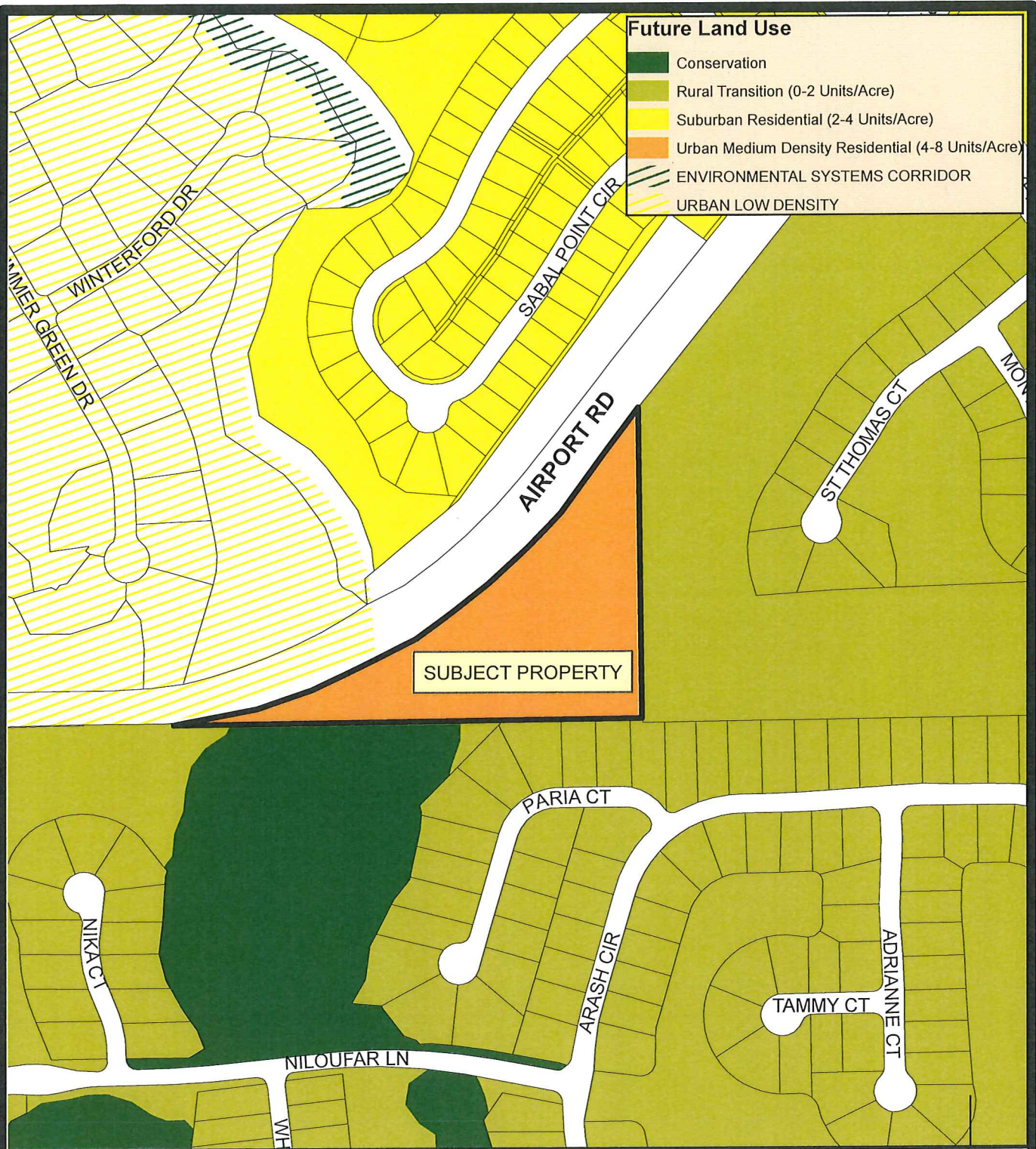
The proposed R-3L zoning district and the *Urban Medium Density Residential* future land use designation allow for the development of townhouse or multi-family developments at densities between four and eight units per acre.

RECOMMENDATION:

Staff recommends approval of the request to rezone 6.62 acres located at 6385 Airport Road from Planned Unit Development (PUD) to Low Density Multi-Family Residential (R-3L).

ATTACHMENTS:

1. Exhibit "A" – Location Map
2. Exhibit "B" – Rezoning Map
3. Exhibit "C" – Permitted Uses and Dimensional Requirements for the R-3L Zoning District.



Future Land Use

- Conservation
- Rural Transition (0-2 Units/Acre)
- Suburban Residential (2-4 Units/Acre)
- Urban Medium Density Residential (4-8 Units/Acre)
- ENVIRONMENTAL SYSTEMS CORRIDOR
- URBAN LOW DENSITY



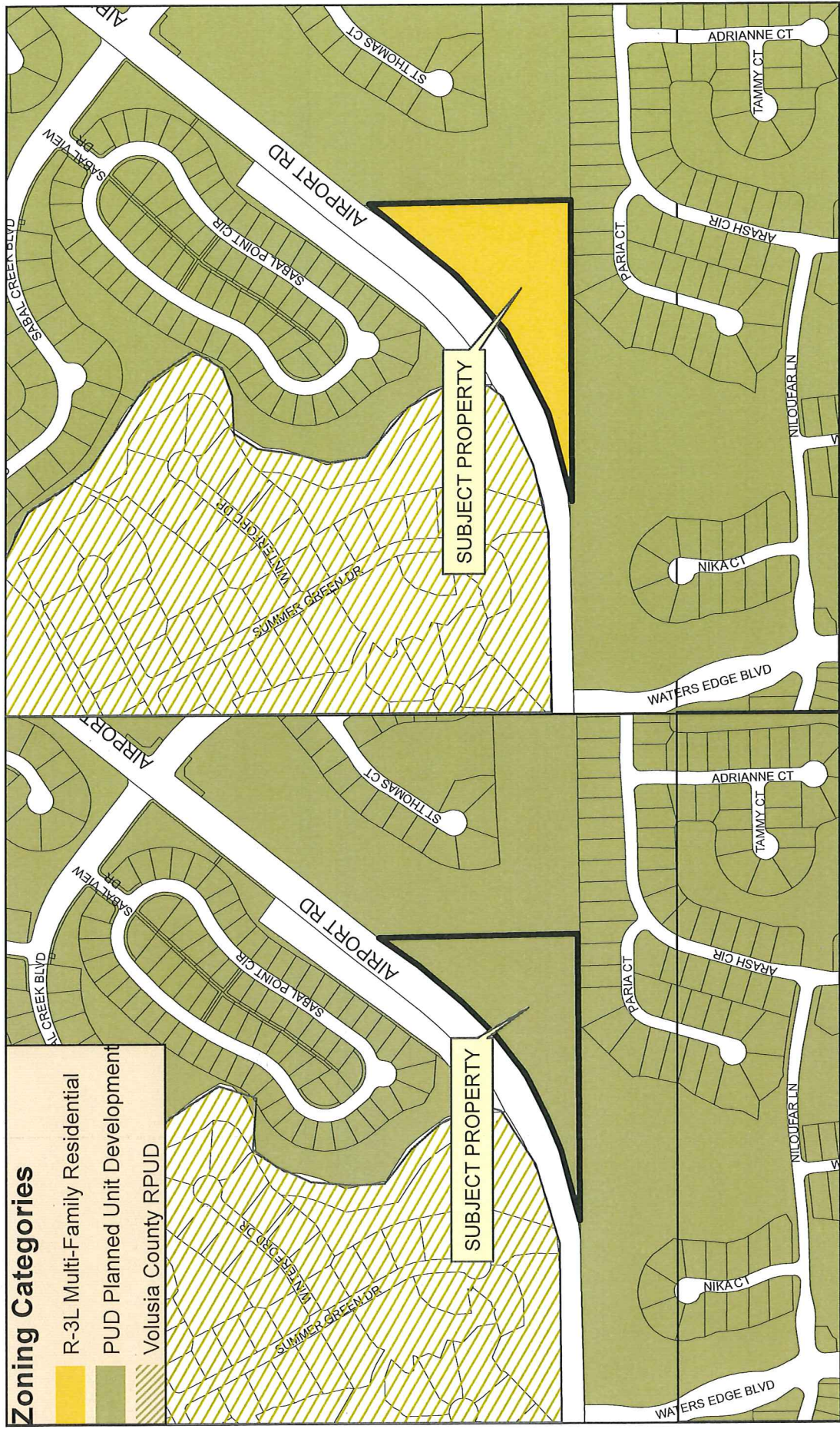
Exhibit "A"

LOCATION MAP

CITY OF PORT ORANGE

DEPARTMENT OF COMMUNITY DEVELOPMENT





Current Zoning

Proposed Zoning

DEPARTMENT OF COMMUNITY DEVELOPMENT



Section 11: - Low density multifamily residential (R-3L) district.

- (a) Purpose and intent. The low density multifamily residential (R-3L) district is intended to provide low density multifamily development on relatively large tracts of land in single or common ownership.
- (b) Permitted uses.
- (1) Antennas.
 - (2) Camouflaged communication towers.
 - (3) Multifamily dwellings (eight units per gross acre maximum allowable density).
- (bb) Permitted uses with special development requirements (chapter 18, section 4).
- (1) Assisted living facilities (subsection 1).
 - (2) Child care centers (subsection 4).
 - (3) Clubs, lodges, and fraternal organizations (subsection 5).
 - (4) Nursing homes (subsection 10).
 - (5) Community gardens (subsection 5.1).
- (c) Special exception uses (chapter 18, section 3).
- (1) Guyed, lattice and monopole communication towers (subsection 5).
 - (2) Houses of worship (subsection 8).
 - (3) Private schools (subsection 16).
- (d) Project access. Any R-3L district development shall have direct access to an arterial or collector road as designated under the functional classification system in the comprehensive plan.
- (e) Building spacing requirements. Twenty-five feet between sides of buildings, 25 feet between sides and rears of adjacent buildings, 25 feet between fronts and sides of buildings, 50 feet between any combination of fronts or rears of adjacent buildings.

Section 27: Schedule of dimensional requirements.

		Minimum Building Setback (Ft.)								
District		Minimum Living Area/ D.U. (Sq. Ft.)	Minimum Lot Area/ D.U.	Minimum Lot Width (Ft.)	Maximum Building Coverage	Minimum Open Space	Front	Side	Rear	Maximum Height (Ft.)
R-3L	H —	750	—	100	40%	60%	30	25**	25**	35
	I -	900	2,000 sq. ft.	20/D.U.	40%	60%	—	—	25**	35

H	Applies to apartments or condominiums under unified common lot ownership.
I	Applies to units with individual lots under fee simple ownership.
**	Multifamily buildings of greater than 25 feet in height shall have a building setback equal to or greater than the building height.

ORDINANCE NO. 2014-27

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, REZONING
APPROXIMATELY 6.62 ACRES LOCATED ON THE SOUTH
SIDE OF AIRPORT ROAD BETWEEN THE CYPRESS
HEAD AND WATERS EDGE SUBDIVISIONS FROM
PLANNED UNIT DEVELOPMENT (PUD) TO MULTIFAMILY
LOW DENSITY RESIDENTIAL (R-3L); AUTHORIZING
REVISION OF OFFICIAL ZONING ATLAS; AND PROVIDING
FOR CONFLICTING ORDINANCES, SEVERABILITY AND
AN EFFECTIVE DATE.

WHEREAS, the property to be rezoned consists of approximately 6.62 acres located on the south side of Airport Road between the Cypress Head and Waters Edge subdivisions and has been requested for rezoning from Planned Unit Development (PUD) to Multifamily Low Density Residential (R-3L); and

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

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

WHEREAS, the City Council has approved by a majority vote of the members present the rezoning of the described property; and

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

Section 1. The City Council of the City of Port Orange does hereby rezone the following described property from Planned Unit Development (PUD) to Multifamily Low Density Residential (R-3L).

Section 2. The property rezoned consists of approximately 6.62 acres located on the south side of Airport Road between the Cypress Head and Waters Edge subdivisions more particularly described on **Exhibit "A"** attached hereto.

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

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 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 6. This ordinance shall become effective immediately upon adoption.

MAYOR ALLEN GREEN

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the day of

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

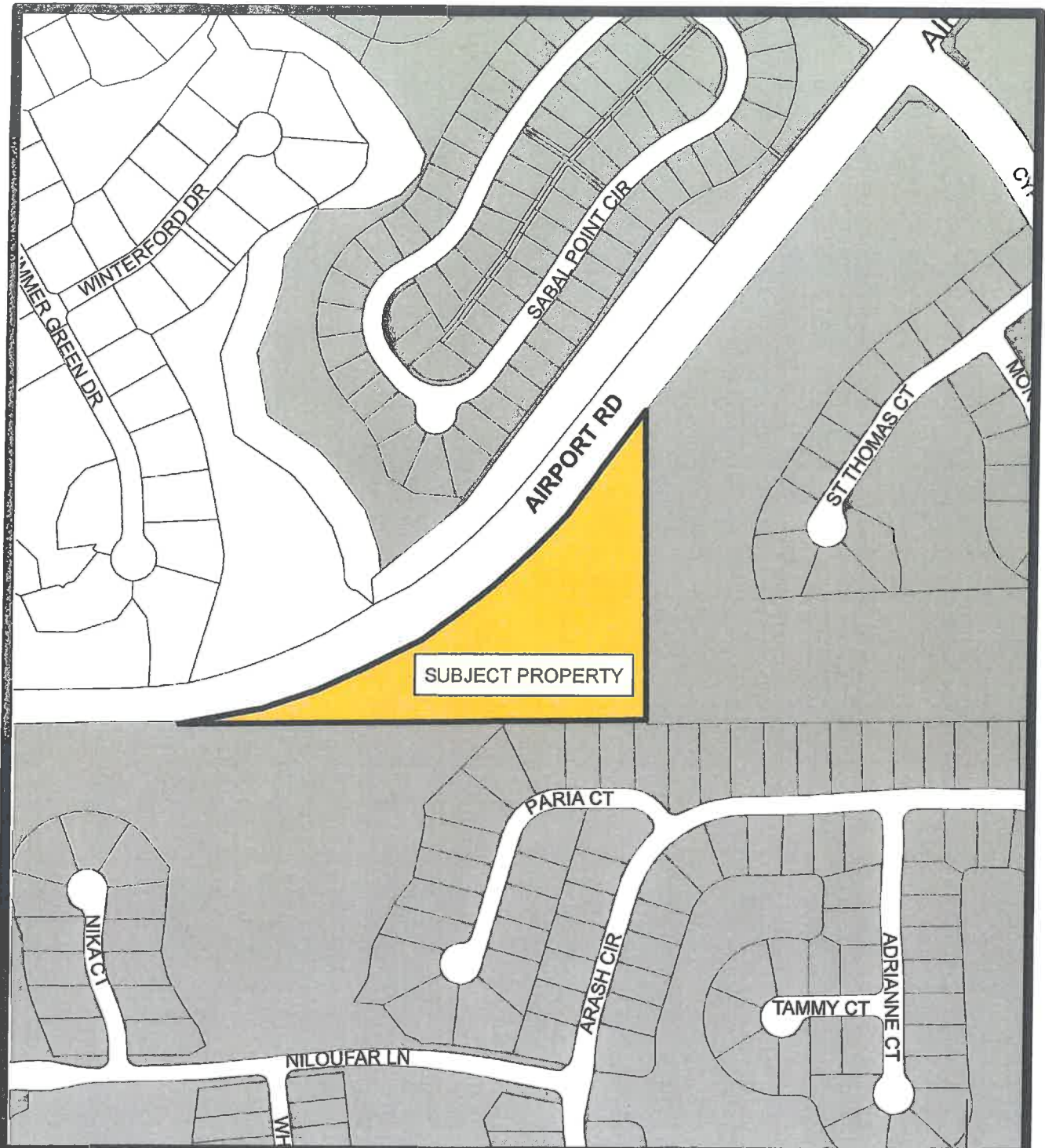
Reviewed and Approved: _____


City Attorney

EXHIBIT "A"

A PORTION OF SECTION 31, TOWNSHIP 16, SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS: FROM THE SOUTHWEST CORNER OF SAID SECTION 31, AS A POINT OF REFERENCE, RUN N 00 DEGREES 55'40" W, ALONG THE WEST LINE OF SAID SECTION 31, A DISTANCE OF 2048.45 FEET TO THE SOUTH LINE OF AIRPORT ROAD, A 100 FOOT RIGHT-OF-WAY AS RECORDED IN O.R. BOOK 3048, PAGE 514; OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE N 89 DEGREES 03'12" E, ALONG SAID SOUTH LINE OF AIRPORT ROAD, A DISTANCE OF 2630.64 FEET TO THE WEST LINE OF THE WEST 1/2 OF THE NORTH 1/4 OF THE SE 1/4 OF SAID SECTION 31 AND THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE SOUTH LINE OF AIRPORT ROAD THE FOLLOWING COURSES AND DISTANCES: N 89 DEGREES 03'12" E, A DISTANCE OF 35.84 FEET IN THE POINT OF CURVATURE OF THE CURVE TO THE LEFT, HAVING A RADIUS 1450 FEET AND A CENTRAL ANGLE OF 51 DEGREES 21'39"; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1299.94 TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N 37 DEGREES 41'13" E, A DISTANCE OF 248.60 FEET TO WEST LINE OF SAID CYPRESS HEAD PHASE 1-A; AS RECORDED IN MAP BOOK 44, PAGE 36 THROUGH 43, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE DEPARTING THE SOUTH LINE OF SAID AIRPORT ROAD, S 00 DEGREES 56'00" E ALONG THE WEST LINE OF SAID CYPRESS HEAD PHASE 1-A, A DISTANCE OF 739.84 FEET TO THE SOUTH LINE OF THE WEST 1/2 OF THE NORTH 1/4 OF THE SE 1/4 OF SAID SECTION 31; THENCE S 89 DEGREES 02'04" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 1323.55 FEET TO THE WEST LINE OF THE SE 1/4 OF SAID SECTION 31; THENCE N 01 DEGREES 14'31" WEST ALONG SAID WEST LINE, A DISTANCE OF 1.37 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"

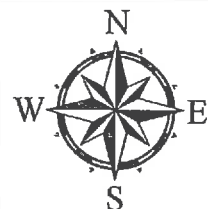


ZONING

-  R-3L Multi-Family Residential
-  PUD Planned Unit Development

ZONING MAP
CITY OF PORT ORANGE

DEPARTMENT OF COMMUNITY DEVELOPMENT





CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 11/11/2014

Consent item: No

SUBJECT: Construction Regulation Board Appointment

DEPARTMENT: City Clerk

RECOMMENDED MOTION: Motion to appoint a new member to the Construction Regulation Board.

SUMMARY: There is one (1) opening on the Construction Regulation Board. The term is for two years and will expire in February 2016. The City Clerk has received applications from two (2) citizens: Glejuanda Davis and Darrel Bofamy. Their applications are both attached for your review and appointment.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Glejuanda Davis	Glejuanda Davis application.pdf
2.	Darrel Bofamy	Darrel Bofamy application.pdf

Fenwick, Robin
Harden, David

Created/Initiated - 10/22/2014
Final Approval - 10/22/2014

Fenwick, Robin

From: donotreply@port-orange.org
Sent: Wednesday, October 08, 2014 5:07 PM
To: Fenwick, Robin
Subject: Volunteer Application - Glejuanda Davis



ADVISORY BOARDS AND COMMISSIONS VOLUNTEER APPLICATION

Submitted by Glejuanda Davis on 10/08/2014

Personal Information

Name: Glejuanda Davis
Date of Birth: 06/19/1973
Telephone: 386-235-0331
E-mail: davig@codb.us
Business Telephone: 386-671-8166
Address: 3590 Sugarplum Lane Port Orange FL 32129
Are you a registered voter in Port Orange? Yes
City Council District: District 2
How long have you been a resident of Port Orange? 7 plus years
Are you currently serving on a City Board? No
If yes, when and which board?

References

Reference 1: Mayor Allen Green 386-295-0682
Reference 2: Timothy D Hudson - 386-804-5450
Reference 3: Districing Commission Member - John Junco -386-767-0871

Education

High School: Wooster High School
Date Graduated High School: 05/02/1991

College: Daytona State College
Date Graduated College: 05/09/2009
Degree: Applied Science- Supervision & Management

Work Experience

Permit and Licensing Manager, The City of Daytona Beach (2007- Present) Code Enforcement Officer (2000-2002) and Clerk (1999-2000), The City of Daytona Beach Code Enforcement Officer/Records Clerk, City of Clarksville, TN (1996-1999) 2011 Senior Certified Business Tax Official Florida Association of Occupational Licensing Officials (FABTO)

Interests/Activities

I play softball on a women's traveling team. I enjoy cooking, traveling and spending time with my family.

Community Involvement

Why do you desire to serve on these boards?

I have been a resident of Port Orange for 7 plus years. I am excited to be involved in the development of the city. I have been a government employee with the city of Daytona Beach for 16 years as a License Manager, Customer Service Manager and Code Enforcement Officer. I have also been a Code Enforcement Officer for Clarksville TN. The City needs to maintain its excellent atmosphere while adding additional commercial and residential uses. I welcome the opportunity to be apart of team.

Resume/Additional Information

Selected Boards/Commissions

Construction Regulation Board
Code Enforcement Board

Order of Preference

Signature: Glejuanda L Davis
Date: 10/08/2014

CITY OF PORT ORANGE ADVISORY BOARDS AND COMMISSIONS

VOLUNTEER APPLICATIONS

Thank you for your interest in serving the City of Port Orange. Your completion of this application is necessary so that the members of the City Council can thoroughly review each application as part of their consideration for your appointment.

Please choose the Board(s)/Commission(s) for which you wish to apply. If applying for more than one Board/Commission, please number in the order of preference.

<u>3</u>	Environmental Advisory Board	<u>2</u>	Library Advisory Board
<u>1</u>	Construction Regulation Board*		Parks and Recreation Board
	Code Enforcement Board*		Planning Commission*
	Charter Review Board		City Manager Selection Committee
	Civil Service Board		Audit & Budget Advisory Board
	Districting Commission		Youth Advisory Board

CRA Boards

 Eastport Community Redevelopment Agency*
 Town Center Community Redevelopment Agency*

Pension Boards

 General Employees*
 Police*
 Fire*

ALL OF THE ABOVE ARE SUBJECT TO THE "SUNSHINE LAW"

MEMBERS OF THE BOARDS/COMMISSIONS WITH AN ASTERIK ARE REQUIRED TO FILE FINANCIAL DISCLOSURES WITHIN 30 DAYS OF DATE OF APPOINTMENT.

1. PERSONAL

Name Darrel C Botamy Date of Birth 2-16-44
Address 5761 White Acres Lane P.O. 32127
Home Telephone 386 682 6424
E-Mail Address DCBotamy@gmail.com
Business Telephone 386 745 7060

Are you a registered voter in Port Orange? ☒ Yes ☐ No

City Council District

How long have you been a resident of Port Orange? 4 months

Are you currently serving on a City Board? Yes S. Daytona

Have you ever served on a City Board? Yes S. Daytona & DP Shores

If yes, when and which Board? S. Daytona Currently
DP Shores - 1987-91

2. REFERENCES – Please list three references (business and/or personal)

Dave Dookittle 386 547-0137 932 Countryside W.
Name, address, and telephone number P.O. #

Daniel McHone 380 S. Atlantic Ave DB 256-4760
Name, address, and telephone number

Peter Rob Hall
Name, address, and telephone number

3. EDUCATION

High School Suitland Md Date Graduated '62

College U of Md Date Graduated _____ Degree _____

4. WORK EXPERIENCE

37 years H/R Block Mgmt
(20 years District Mgr, 15 years Regional Director
2 years Managing Director). Currently Assoc. Broker
With Caldwell Banker

5. INTERESTS/ACTIVITIES

Exercise, Reading,
Karate, gardening and eating

6. COMMUNITY INVOLVEMENT

Post: Little League Coach,
H Lopez School Board member - chaired
Finance Committee and F.L. V.P. Boosters Club

7. WHY DO YOU DESIRE TO SERVE ON THIS/THESE BOARDS?

Like to stay in touch and serve my
community

8. A resume or separate sheet with additional information should be included. N/A

I understand the responsibilities associated with being a board member, and I have adequate time to serve if appointed.

[Signature]
Signature

7-23-14
Date

Note: If you have questions concerning the duties and responsibilities of any of the above Boards/Commissions, please contact the City Clerk's Office at 506-5563.

Return this form to: Robin Fenwick, CMC, City Clerk,
1000 City Center Circle
Port Orange, Florida 32129

REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
OCTOBER 21, 2014

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

Pledge of Allegiance

Silent Invocation

Roll Call:	Present:	Councilman Bob Ford Councilman Drew Bastian Councilman Dennis Kennedy Vice Mayor Donald Burnette Mayor Allen Green
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	Also Present:	David Harden, Interim City Manager Margaret T. Roberts, City Attorney Robin Fenwick, City Clerk
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Mayor Green asked that anyone who would like to discuss an item on the Consent Agenda items to please sign in. He asked that Council agree to discuss the Crane Lakes traffic light.

Councilman Ford asked Council to move forward with the Crane Lakes traffic light. He commits to working on a light at Crane Lakes. He explained that the subdivision is in Port Orange but the road belongs to the County. He supports the smaller traffic light rather than the larger pole lights. He would like the City Manager to discuss the project with the County to move forward.

Vice Mayor Burnette said this light has been discussed before with Council and contacting the County Council is the best way to get things moving forward. He supports moving forward.

Councilman Bastian agreed and wants it moved forward as quickly as possible.

Councilman Kennedy believes it's the right thing to do.

Mayor Green explained that there was supposed to be an access in the back. The golf course was supposed to be private, not public like it is today. It is causing more traffic. He suggested bringing in the developer to solve the problem.

Motion to direct the City Manager to
work with the County Staff and County
Council to move this project forward and

to find a funding source was made by Councilman Ford, and Seconded by Councilman Bastian. Motion carried unanimously by voice vote.

Thomas Silk, resident, addressed Council regarding his concerns with the safety with not having a light.

Bob Norville, resident, also addressed Council regarding the need for a traffic light at Crane Lakes Subdivision.

Mayor Green read the letter from Mary Ann Connors, Deputy County Manager dated October 20, 2014 whereby she asked for the City's position. She advised the Council will offer its support for the project. The City will need to contribute construction costs and maintenance of the standard signal.

City Council recessed at 6:51 p.m. to hold the Town Center CRA Meeting, minutes of which are under separate cover.

City Council reconvened at 7:45 p.m.

Motion to move Item #9 up on the agenda was made by Vice Mayor Burnette and Seconded by Councilman Ford. Motion carried unanimously by voice vote.

Linda Cuthbert, candidate for Volusia County School Board, introduced herself.

Sonya Laney, candidate for Port Orange District 1, introduced herself.

Bob Ford, candidate for re-election for Port Orange District 1, introduced himself.

PUBLIC HEARING

4. Second Reading – Ordinance No. 2014-17 – Moratorium on the issuance of development orders, building permits, zoning verification letters, and zoning approvals for business tax receipts for the operation of medical marijuana treatment centers, medical marijuana dispensaries, medical marijuana cultivation, medical marijuana manufacturing facilities, and any other medical marijuana related facilities or activities related to medical marijuana

Mayor Green read Ordinance No. 2014-17.

ORDINANCE NO. 2014-17

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; ESTABLISHING A MORATORIUM ON THE ISSUANCE OF DEVELOPMENT ORDERS, BUILDING PERMITS, ZONING VERIFICATION LETTERS, AND ZONING APPROVALS FOR BUSINESS TAX RECEIPTS FOR THE OPERATION OF MEDICAL MARIJUANA TREATMENT CENTERS, MEDICAL MARIJUANA DISPENSARIES, MEDICAL MARIJUANA CULTIVATION, MEDICAL MARIJUANA MANUFACTURING FACILITIES, AND ANY OTHER MEDICAL MARIJUANA RELATED FACILITIES OR ACTIVITIES IN THE CITY OF PORT ORANGE; PROVIDING FOR THE DURATION OF THE MORATORIUM; PROVIDING FOR INTERPRETATION; PROVIDING DEFINITIONS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2014-17 on second reading was made by Vice Mayor Burnette, and Seconded by Councilman Kennedy. Motion carried unanimously by roll call vote after no public comments.

5. First Reading – Ordinance No. 2014-21 – Rezoning/Two-Family Residential (R-2D) to Government/Public Use (GPU) Case No. 14-60000003

Mayor Green read Ordinance No. 2014-21.

ORDINANCE NO. 2014-21

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, REZONING +/- 1.05 ACRES LOCATED AT 633 HERBERT STREET FROM TWO-FAMILY RESIDENTIAL (R-2D) TO GOVERNMENT/PUBLIC USE (GPU); AUTHORIZING REVISION OF THE OFFICIAL ZONING ATLAS; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2014-21 on first reading was made by Vice Mayor Burnette, and Seconded by Councilman Kennedy. Motion carried unanimously by roll call vote after no public comments.

6. First Reading – Ordinance No. 2014-22 – 2014 Amendment to the Port Orange Town Center (POTC) Redevelopment Plan Case No. 14-15000001

Mayor Green read Ordinance No. 2014-22.

ORDINANCE NO. 2014-22

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; AMENDING ORDINANCE NO. 2007-10, RELATING TO COMMUNITY REDEVELOPMENT; AMENDING AND APPROVING A COMMUNITY REDEVELOPMENT PLAN FOR PORT ORANGE TOWN CENTER AND THE RIVERWALK PLANNED COMMUNITY CONCEPT DEVELOPMENT PLAN; SECTIONS 5.4.5 AND 5.6.2 AND APPENDIX B; REPEALING CONFLICTING ORDINANCES AND RESOLUTION; AND PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2014-22 on first reading was made by Vice Mayor Burnette, and Seconded by Councilman Kennedy. Motion carried 4-1 by roll call vote after no public comments with Councilman Ford voting no.

7. First Reading – Ordinance No. 2014-23 – 2nd Amendment to the Master Development Agreement and Conceptual Development Plan for the Journey's End Planned Commercial Development Case No. 14-40000001

Mayor Green read Ordinance No. 2014-23.

ORDINANCE NO. 2014-23

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROVING THE SECOND AMENDMENT TO THE MASTER DEVELOPMENT AGREEMENT AND CONCEPTUAL DEVELOPMENT PLAN FOR THE JOURNEY'S END PLANNED COMMERCIAL DEVELOPMENT; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2014-23 on first reading was made by Vice Mayor Burnette, and Seconded by Councilman Kennedy. Motion carried

unanimously by roll call vote after no public comments.

BOARD APPOINTMENTS, INTERVIEWS, AND REPORTS

8. Citizen Advisory Committee for TPO

Bobby Ball was unable to attend the meeting and will provide a report at a later date.

CITIZEN PARTICIPATION

9. Volusia Manufacturing Association – Manufacturing Month

Bill Thompson, Volusia Manufacturing Association, addressed Council regarding manufacturing in Port Orange and Volusia County. November is Manufacturing Month.

Mayor Green thanked Mr. Thompson for his service to the community.

CITIZEN PARTICIPATION (Non-Agenda – 15 minutes)

Mr. Nofall addressed Council regarding his outstanding questions as to the detailed analysis regarding the reclaimed lake #2, as well as the full accounting of what has been spent on the reclaimed water expenditures to include engineering aspects; and the impartial report on the recent flooding of Dunlawton. Mayor Green would like to give the Interim City Manager enough time to provide accurate information. He disagreed with some of the items said by Mr. Nofall and others. He wants the report to be accurate.

COUNCIL COMMENTS

10. Comments/Concerns from Council Members

Councilman Ford doesn't want to forget about the flooding problem. He does want to examine the areas that flooded and dedicate efforts to find fixes. He asked if additional Staff is needed to coordinate the efforts. He urged the Interim City Manager to schedule a workshop to discuss the issue.

Vice Mayor Burnette believes the eastside Cities and the County need to get together to resolve the problem as a whole rather than cause problems by fixes within one city independent of the other entities. He also asked Mr. Harden for an update as to the Senior Games.

Councilman Bastian thanked Mr. Harden for his work regarding the berm with citizens. He reminded of the passing of Craig Morrissey one year ago today.

Councilman Kennedy agreed with the need to resolve the flooding issues.

Mayor Green stated that Council is obligated to do certain things. He suggested beginning Council meetings at 6:00 p.m. to hold workshops and 7:00 p.m. for regular meetings.

Mr. Harden suggested two meetings a month with the third meeting being held for workshops. Council agreed.

Mayor Green cautioned Council from making political promises without having funding in place. He asked Council to fund a new position for the City Clerk's Office at approximately \$33,000. Council agreed. Mr. Harden believes the VCOG refund will be received soon and can be used for this purpose.

CONSENT AGENDA

11. Staff Reports - Building Activity Report and Monthly Development Activity Report for September, 2014
12. Annual Expenditure Authorization for AT&T Mobility Wireless Communication Services & Equipment
13. Johnson Sale to City – 5126 Ridgewood Avenue
14. Wraparound Agreement with Polydyne, Inc. and the City of Ormond Beach Bid No. 2014-25 for the purchase of Clarifloc SE-1188 (Emulsion Polymer)
15. Wraparound Agreement with Pace Analytical Services, Inc. for the purchase of analytical laboratory services
16. Wraparound Agreement with Praxair, Inc. and the City of Ormond Beach Bid No. 2014-25 for the purchase of Liquid Carbon Dioxide
17. Annual Software Maintenance & Technical Support Contract with SunGard Public Sector, Inc.

Vice Mayor Burnette requested that item #13 be pulled for further discussion.

Item #16 was pulled by Staff. Other options are being explored and will be brought back at a later meeting.

Motion to approve Consent Agenda Items #11, 12, 14, 15, and 17 was made by Vice Mayor Burnette, and Seconded by Councilman Kennedy. Motion carried unanimously by voice vote.

Item #13 – Vice Mayor Burnette would like to discuss what is going to be done with this property before money is spent.

Councilman Kennedy believes it would be a good investment.

Councilman Bastian asked if the taxes are being paid by the seller. Ms. Roberts said sometimes. The family is having a hard time financially.

Vice Mayor Burnette asked how to make the seller perform with no money. Ms. Roberts advised that the process would be a Complaint for Quiet Title. She advised the seller offered to reduce the price by \$10,000.

Mayor Green asked what makes the seller sell once the title is clear. Ms. Roberts said the contract binds her to sell to the City. If she fails to sell to the City, the City can sue her for breach of contract. She will file a document in the public records to help protect the City.

Councilman Ford supports the request to get this property purchased by the City. It needs to be cleaned up.

Motion to approve Consent Agenda Item #13 was made by Vice Mayor Burnette, and Seconded by Councilman Kennedy. Motion carried unanimously by voice vote.

TABLED ITEMS

18. Resolution No. 14-62 – Joint Project Agreement with County of Volusia for South Atlantic Avenue Sidewalk/Roadway/and Water System Improvements in Wilbur-by-the-Sea (Tabled on October 7, 2014)

Motion to pull Item #18 from the table for further discussion was made by Vice Mayor Burnette, and Seconded by Councilman Kennedy. Motion carried unanimously by voice vote.

Mayor Green read Resolution No. 14-62.

RESOLUTION NO. 14-62

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROVING THE JOINT PROJECT AGREEMENT ("JPA") BETWEEN THE CITY OF PORT ORANGE AND THE COUNTY OF VOLUSIA FOR SOUTH ATLANTIC AVENUE SIDEWALK, ROADWAY, AND WATER SYSTEM IMPROVEMENTS IN WILBUR-BY-THE-SEA; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Resolution No. 14-62 was made by Vice Mayor Burnette, and Seconded by Councilman Kennedy.

Ms. Roberts advised that Volusia County made substantial changes that need to be worked out before Council considers this item.

Motion withdrawn by Vice Mayor Burnette, and Second withdrawn by Councilman Kennedy.

Motion to table Item #18 was made by Vice Mayor Burnette and Seconded by Councilman Ford. Motion carried unanimously by voice vote.

ORDINANCES

19. Amendment to Police Pension Ordinance

- a. First Reading – Ordinance No. 2014-24 – Section 54-122 of Article V of Chapter 54 of the Code of Ordinances

Mayor Green read Ordinance No. 2014-24.

ORDINANCE NO. 2014-24

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 54, ARTICLE V, CODE OF ORDINANCES, CITY OF PORT ORANGE, FLORIDA, ENTITLED "POLICE PENSION FUND"; AMENDING SECTION 54-122, DEFINITIONS; PROVIDING FOR SEVERABILITY OF PROVISIONS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING RIGHTS OF CERTAIN SEPARATED EMPLOYEES NOT AFFECTED; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2014-24 on first reading was made by Vice Mayor Burnette, and Seconded by Councilman Kennedy. Motion carried unanimously by roll call vote after no public comments.

- b. First Reading – Ordinance No. 2014-25 – Section 54-134 of Article V of Chapter 54 of the Code of Ordinances

Mayor Green read Ordinance No. 2014-25.

ORDINANCE NO. 2014-25

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING THE CITY OF PORT ORANGE POLICE PENSION FUND TO PROVIDE ENHANCED INVESTMENT OPPORTUNITIES BY AMENDING SECTION 54-134, BOARD OF TRUSTEES TO INCREASE THE EQUITY INVESTMENT LIMIT, CHANGE VALUATION TO "AT MARKET" AND TO INCREASE THE INTERNATIONAL INVESTMENT LIMIT; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2014-25 on first reading was made by Vice Mayor Burnette, and Seconded by Councilman Kennedy. Motion carried unanimously by roll call vote after no public comments.

RESOLUTIONS

20. Hughes Property in Riverwalk

- a. Option to purchase and assignment of rights to the City for a portion of real property lying east of the westerly boundary of Halifax Drive right-of-way (formerly the Hughes property, PID #6303-13-01-0120)

Motion to approve the option to purchase and assignment of rights to the City for a portion of real property lying east of the westerly boundary of Halifax Drive right-of-way was made by Vice Mayor Burnette, and Seconded by Councilman Ford. Motion carried unanimously by roll call vote after no public comments.

- b. Resolution No. 14-63 – FY14 Budget Appropriation

Mayor Green read Resolution No. 14-63.

RESOLUTION NO. 14-63

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; DECREASING THE APPROPRIATION OF FUNDS TO PURCHASE THE HUGHES PROPERTY IN

RIVERWALK; SETTING FORTH REVENUES AND EXPENDITURES; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Resolution No. 14-63 was made by Vice Mayor Burnette, and Seconded by Councilman Kennedy. Motion carried unanimously by roll call vote after no public comments.

c. Resolution No. 14-64 – FY15 Budget Appropriation

Mayor Green read Resolution No. 14-64.

RESOLUTION NO. 14-64

AN RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; APPROPRIATING FUNDS TO PURCHASE THE HUGHES PROPERTY IN RIVERWALK; SETTING FORTH REVENUES AND EXPENDITURES; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Resolution No. 14-64 was made by Vice Mayor Burnette, and Seconded by Councilman Kennedy. Motion carried unanimously by roll call vote after no public comments.

21. Resolution No. 14-65 – Case No. 14-3500007/Proposed Easement Vacation – Lot 1 and Lot 2, Walker Subdivision

Mayor Green read Resolution No. 14-65.

RESOLUTION NO. 14-65

AN RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, VACATING THE PLATTED INTERESTS IN AN EASEMENT ALONG THE BORDER OF LOT LINE OF LOTS 1 AND 2 OF THE WALKER SUBDIVISION; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Resolution No. 14-65 was made by Vice Mayor Burnette, and Seconded by Councilman Kennedy. Motion carried unanimously by roll call vote after no public comments.

22. Resolution No. 14-66 – Florida Department of Environmental Protection (FDEP) Grant Award – Cambridge Canal Phase II and III

Mayor Green read Resolution No. 14-66.

RESOLUTION NO. 14-66

AN RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO ACCEPT FINANCIAL GRANT ASSISTANCE FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE CONSTRUCTION OF THE CAMBRIDGE CANAL STORMWATER PHASE II AND PHASE III IMPROVEMENTS; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AGREEMENTS OR CONTRACTS; AND PROVIDE AN EFFECTIVE DATE.

Motion to adopt Resolution No. 14-66
was made by Vice Mayor Burnette, and
Seconded by Councilman Kennedy.

Councilman Kennedy asked what this grant will be used for. Mike Silvey, Interim Public Works Director, explained the grant will be used for Phase II, armoring from Taylor Road to Spruce Creek Road, as well as modifications to the pumps at Cambridge.

Mr. Nofall asked for confirmation that \$1.2 million will be spent to armor the banks and pump enhancements. He asked if there was flooding in this area and if this is the best project for this money. Mayor Green said yes, the armoring is needed for better maintenance. Mr. Silvey confirmed that the banks could collapse if they are not armored because of the amount of water that moves through with the pump system.

Motion carried unanimously by roll call
vote.

23. Riverwalk Park

- a. Resolution No. 14-67 – Florida Inland Navigation District Grant Award for Riverwalk Park North Section Phase I (Design and Permitting)

Mayor Green read Resolution No. 14-67.

RESOLUTION NO. 14-67

AN RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AUTHORIZING THE ACCEPTANCE OF THE FLORIDA INLAND NAVIGATION DISTRICT GRANT PHASE I TO DESIGN AND PERMIT RIVERWALK PARK; AUTHORIZING THE MAYOR AND CITY

CLERK TO EXECUTE ANY AGREEMENTS OR CONTRACTS;
PROVIDING FOR MATCHING FUND CONTRIBUTION; AND
PROVIDING AN EFFECTIVE DATE.

Motion to adopt Resolution No. 14-67
was made by Vice Mayor Burnette, and
Seconded by Councilman Kennedy.
Motion carried unanimously by roll call
vote after no public comments.

- b. Resolution No. 14-68 – Florida Inland Navigation District Grant Award
for Riverwalk Launch and Boardwalk Phase II (Construction)

Mayor Green read Resolution No. 14-68.

RESOLUTION NO. 14-68

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT
ORANGE, VOLUSIA COUNTY, FLORIDA. AUTHORIZING THE
ACCEPTANCE OF THE FLORIDA INLAND NAVIGATION
DISTRICT PHASE II GRANT TO CONSTRUCT A KAYAK/CANOE
LAUNCH AND A PORTION OF NORTHERN BOARDWALK IN
TOWN CENTER RIVERWALK; AUTHORIZING THE MAYOR AND
CITY CLERK TO EXECUTE ANY AGREEMENTS OR
CONTRACTS; PROVIDING FOR MATCHING FUND
CONTRIBUTION; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Resolution No. 14-68
was made by Vice Mayor Burnette, and
Seconded by Councilman Kennedy.
Motion carried unanimously by roll call
vote after no public comments.

COMMENTS

24. City Attorney Comments

Ms. Roberts thanked the Public Works Staff, Interim City Manager, and City Council for the new paint and carpet throughout City Hall.

25. Interim City Manager Comments

Mr. Harden advised that he does not recall being instructed to provide a report relating to reclaimed lake #2 as indicated by Mr. Nofall. If Council would like him to, he will be happy to. Mr. Harden advised that the Southwinds fields have no restrictions relating to lighting of the fields. If there was anything done verbally, current Staff is not aware of it. He advised Council that the drainage fund had \$200,000 set aside for purchasing

Regular City Council Meeting

October 21, 2014

Page **13** of **13**

properties along Ridgewood Avenue. There were no properties identified and there were emergencies for relining pipes in a few areas. He authorized the movement of the monies for this purpose.

Mr. Harden will be in Fort Lauderdale Friday through Sunday for Alliance for Innovation Conference.

ADJOURNMENT: 8:55 p.m.

Mayor Allen Green

Attest:

Robin Fenwick, CMC
City Clerk

REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
OCTOBER 28, 2014

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

Pledge of Allegiance

Silent Invocation

Roll Call:	Present:	Councilman Bob Ford Councilman Drew Bastian Councilman Dennis Kennedy Vice Mayor Donald Burnette Mayor Allen Green
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	Also Present:	David Harden, Interim City Manager Margaret T. Roberts, City Attorney Robin Fenwick, City Clerk
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Mayor Green welcomed the Chamber of Commerce Leadership Class of 2014, who introduced themselves.

BID PROTEST

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

Jim Morris, Attorney for Waste Pro, requested Council to waive the late submittal of their proposal relating to Bid #14-33 for roll-off containers in the City. There is no pricing included in this proposal. It is simply a qualification proposal.

David Harden, Interim City Manager, advised that Staff is worried about the integrity of the bidding process. He said Port Orange is the only city in Volusia County that handles roll-off in this fashion. He suggested extending the current agreement with Waste Pro while Staff prepares a change to the ordinance to allow all qualified companies to enter into a franchise agreement after paying a franchise fee.

Mayor Green explained the reasoning behind the process. During the major events, citizens were ripped off by unqualified workers. The City tried to implement a process to protect citizens.

Councilman Kennedy asked for information to go to a franchise fee process. Mr. Harden said a new ordinance can be in place by January 2015. He would suggest rejecting these bids and continue the current arrangement until January. He agreed with Mayor Green's comments to have criteria set for specific qualifications. It would still be a non-

exclusive franchise. Councilman Kennedy would support the change as suggested by Mr. Harden.

Councilman Bastian asked what would be better for the citizens and businesses. Mr. Harden believes the new process would be equal if not better than the current process.

Vice Mayor Burnette wants to ensure the quality of the service to the businesses and citizens. He asked if January is enough time to change the process. Mr. Harden said it will be tight but it is doable. He suggested bringing an ordinance at the next meeting to extend the current arrangements and work quickly on the new process. Vice Mayor Burnette believes there should some sort of penalty for Waste Pro being late.

Councilman Ford supports helping the businesses in the City. He agreed with the change to having a franchise fee.

Ted Nofall, citizen, asked why Council is dealing with dumpster providers only rather than all trades, i.e.: contractors, movers, etc. He urged Council to not focus on dumpster providers and rather rely on the State licenses.

Bill Morrison, Owner of F.S.I. Roll Off Container Service, supported Waste Pro's request to provide the services in the City.

Motion to reject all bids and instruct the City Manager to bring a new ordinance with a procedure to open up the process to all who qualify with no penalty was made by Vice Mayor Burnette, and Seconded by Councilman Kennedy. Motion carried 4-1 by roll call vote with Vice Mayor Burnette voting no.

Margaret Roberts, City Attorney, asked Council to consider an extension with the current providers.

Motion to extend to January 31, 2015 with the current providers was made by Vice Mayor Burnette, and Seconded by Councilman Kennedy. Motion carried unanimously by voice vote no public comments

PUBLIC HEARING

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

Motion to withdraw Ordinance No. 2014-19 was made by Vide Mayor Burnette, and Seconded by Councilman Kennedy. Motion carried unanimously by roll call vote.

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

Mayor Green read Ordinance No. 2014-20.

ORDINANCE NO. 2014-20

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING THE CITY OF PORT ORANGE POLICE PENSION FUND TO PROVIDE FOR COMPLIANCE WITH SECTION 401(a) OF THE INTERNAL REVENUE CODE BY AMENDING SECTION 54-122, DEFINITIONS, SECTION 54-139(a), (c), and (d), INTERNAL REVENUE CODE COMPLIANCE;

Motion to adopt Ordinance No. 2014-20 was made by Vice Mayor Burnette, and Seconded by Councilman Kennedy. Motion carried unanimously by roll call vote after no public comments.

BOARD APPOINTMENTS, INTERVIEWS, REPORTS

7. Library Advisory Board Appointment

Motion to reappoint Stan Hetrick to the Library Advisory Board was made by Vice Mayor Burnette, and Seconded by Councilman Ford. Motion carried unanimously by voice vote.

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

Ricardo Catarino, Director of Operations of KemperSports, provided details of the financial report from the quarter ending September 30, 2014.

Council Members are concerned with the numbers for the year. Councilman Kennedy asked if they are ready for the renovations. Mr. Catarino said yes, they are ready and

are continuing to plan for the renovations. They are reserving events for 2015 after the renovations are complete.

Mayor Green asked if Council has totally committed to the costs and renovations. There has been no vote. Mr. Catarino agreed. They are not booking anything during the timeframe of the renovations. Mayor Green asked Mr. Harden to find funding and provide the final plan.

Councilman Ford advised that the Golf Board has discussed the renovations, as well as funding options and passes to help with the viability of the course.

Vice Mayor Burnette agreed that a plan is needed quickly or it's going to wait another year.

Councilman Bastian and Councilman Kennedy both agreed. Councilman Kennedy assumed it was moving forward.

Mark Schaefer, citizen, doesn't believe Council has provided enough direction to the management company.

Mr. Noftall reiterated his suggestion for Council to defer the renovations until KemperSport's contract is over. He doesn't agree with Greg Kisela's sole source justification for the designer of the renovations. He is also concerned with the financial position of the golf course. Mr. Noftall also expressed concerns with the cash discrepancy and the adjustment entry made to the year-end financial statements. He asked for further explanation.

Mr. Catarino doesn't understand or agree with Mr. Noftall's comment regarding soft costs. The soft costs were a rough estimate provided at the City's request. The facility will still need maintenance during renovations.

Consensus of Council is for the committee to work with the City Manager to move forward. Reports were accepted as presented.

CITIZEN PARTICIPATION (Non-Agenda – 15 minutes)

Kelly Marks, City Center Market Owner, asked for Council's help with signage for the market. She asked for the mobile sign on the corner of Dunlawton Avenue and Clyde Morris Blvd. for two weeks.

Mr. Harden advised of the City's Resolution, which requires a specific message to be considered by Council at least 30 days prior to the event.

Councilman Kennedy would support signage for the market. He asked if there should be a charge for use of the message board.

Councilman Bastian supported signage help.

Vice Mayor Burnette likes to see as much activity on City Center Complex as possible. He doesn't want to charge. He would support the request for a limited time.

Councilman Ford suggested allowing the usage of the sign for a limited time at no charge but if used in the future when the market is more viable a fee would be charged.

Mayor Green doesn't support subsidizing businesses.

Motion was made by Vice Mayor Burnette to allow the usage of the sign board for three (3) weeks at no cost to the market, and was Seconded by Councilman Ford. After no public comments, the motion carried 4-1 by roll call vote with Mayor Green voting no.

COUNCIL COMMENTS

9. Comments/Concerns from Council Members

Vice Mayor Burnette read the obituary of John M. King, Jr. who passed away on October 16, 2014.

Councilman Ford asked Mr. Harden to look into speeding issues on Jackson Street north of Nova Road.

Mayor Green urged citizens to understand the issues and vote on November 4, 2014.

CONSENT AGENDA

10. Approval of Minutes

a. September 23, 2014 – Regular City Council Meeting

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

17. Golf Course Designer Selection

18. Extend Two Contracts for Construction of Concrete Sidewalks and Curbs with Sparks Concrete

Item #17 was pulled for further discussion.

Motion to approve Consent Agenda Item #10-16 and 18 was made by Vice Mayor Burnette, and Seconded by Councilman Kennedy. Motion carried unanimously by voice vote.

Item #17 – Mr. Noftall disagreed with selecting Dasher Golf Design as a sole source to design the proposed renovations to the Cypress Head Golf Course. Mayor Green asked Mr. Harden to provide a breakdown from KemperSports.

Councilman Ford asked how far Quentin Hampton is in the utility mapping. Rick Wilson, Acting Public Utilities Director, said this will bring the records up to date.

Vice Mayor Burnette doesn't know how much Council is ready to commit to. Mr. Harden believes this item should be tabled until the plan and budget is provided.

Councilman Ford asked if Dasher's firm is needed to assist in the planning.

Susan Lovallo, Parks & Recreation Director, advised that Dasher will provide costs and help with the scope. He will provide scope development, contractor prequalification, and four site visits for \$17,500.00.

Tracey Reihm, Interim Finance Director, advised that Council approved \$1,200,000 in the Capital Improvement Plan on July 29, 2014 to renovate the golf course. It is being funded by the loan pool. \$750,000 was approved for the golf course and \$500,000 for the clubhouse remodel.

Mr. Schaefer suggested Council talk with the citizens of Cypress Head before they move forward.

Mr. Harden said his experience with designers is to hire the designer and have the designer listen to the citizens for their ideas.

Michael Collins, General Manager at Cypress Head, said he has worked with Dasher. He has spoken with Mr. Dasher regarding the design.

Motion to approve Consent Agenda Item #17 was made by Vice Mayor Burnette, and Seconded by Councilman Kennedy.

Motion carried 4-1 by roll call vote, with
Councilman Bastian voting no.

TABLED ITEMS

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

Mayor Green read Resolution No. 14-62.

RESOLUTION NO. 14-62.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AUTHORIZING THE CITY MANAGER TO SUBMIT AN APPLICATION FOR FINANCIAL ASSISTANCE TO THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION UNDER THE FLORIDA RECREATION DEVELOPMENT ASSISTANCE (GRANT) PROGRAM FOR THE CONSTRUCTION OF TRAIL, PLAYGROUND, RESTROOMS AND PICNIC FACILITIES (PHASE 1) IN TOWN CENTER RIVERWALK PARK; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AGREEMENTS OR CONTRACTS; PROVIDING FOR A MATCHING FUND CONTRIBUTION; AND PROVIDING AN EFFECTIVE DATE.

Motion to remove from the table was
made by Vice Mayor Burnette, and
Seconded by Councilman Kennedy.
Motion carried unanimously by roll call
vote.

Motion to approve Resolution No. 14-62
was made by Vice Mayor Burnette, and
Seconded by Councilman Kennedy.

Mr. Nofall asked how much taxpayers are paying for this item. Mr. Harden said \$700,000 approximately. Mr. Nofall asked if costs and revenues are being tracked with Interlocal contracts. Mr. Harden said no, but he was hoping to provide numbers relating to the revenues received. He is not sure if capital costs can be captured.

Motion carried unanimously by roll call
vote.

REGULAR AGENDA

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

Donna Steinebach, Administrative Services Director, advised that the bids for an executive management search firm has been received. She asked Council if they would like to interview all four firms who bid. Council agreed.

Motion to interview all four firms and schedule a special meeting after December 1, 2014 was made by Vice Mayor Burnette, and Seconded by Councilman Kennedy. Motion carried unanimously by voice vote.

Ms. Steinebach advised that the selected firm will meet with a citizen committee to develop the candidate profile. She asked how Council wants to select the citizen committee. Mayor Green agreed with two (2) citizens for each Council Member. Council agreed.

RESOLUTIONS

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

Mayor Green read Resolution No. 14-69.

RESOLUTION NO. 14-69

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AUTHORIZING THE CITY MANAGER TO SUBMIT AN APPLICATION FOR FINANCIAL ASSISTANCE TO THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION UNDER THE FLORIDA RECREATION DEVELOPMENT ASSISTANCE (GRANT) PROGRAM FOR THE CONSTRUCTION OF TRAIL, PLAYGROUND, RESTROOMS AND PICNIC FACILITIES (PHASE 1) IN TOWN CENTER RIVERWALK PARK; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AGREEMENTS OR CONTRACTS; PROVIDING FOR A MATCHING FUND CONTRIBUTION; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Resolution No. 14-69 was made by Vice Mayor Burnette, and

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

COMMENTS

22. City Attorney Comments – Report on GEL contract

Ms. Roberts provided an updated page to the GEL contract relating to performance bond requirements. Council agreed with the changes.

23. Interim City Manager Comments

Mr. Harden advised that Staff has been working with the Ryanwood culvert that is extremely rusted at the water lines and has started to collapse. It will need to be replaced. The initial cost estimate is \$300,000.

COUNCIL COMMITTEE REPORTS

24. City Council Committee Reports

- a. City Investment Committee – Meeting scheduled for October 29, 2014.
- b. Transportation Planning Organization (TPO) – Councilman Ford reported on the presentations provided at the meeting.
- c. Library Advisory – Meeting next Thursday, October 30, 2014.
- d. Municipal Firefighters Pension Board – Meeting coming up.
- e. Municipal Police Officers Retirement Trust – Meeting coming up.
- f. General Employees General Retirement Trust – Councilman Bastian reported on the finances of the Plan for the month.
- g. YMCA – There was no meeting held.
- h. Volusia Council of Governments (VCOG) – Mayor Green provided documents to Council from the meeting.
- i. Volusia League of Cities – Mayor Green had nothing to report at this time.
- j. ArtHaus – Vice Mayor Burnette reported on the street painting. It was a successful event.
- k. Port Orange/South Daytona Chamber of Commerce – Vice Mayor Burnette reported on upcoming events.
- l. Golf Course Board of Directors – KemperSports provided the golf report earlier in this meeting.
- m. Communications Interlocal Agency (CIA) – Nothing to report.

ADJOURNMENT: 8:25 p.m.

Attest:

Mayor Allen Green

Robin Fenwick, CMC
City Clerk

REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
NOVEMBER 5, 2014

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

Pledge of Allegiance

Silent Invocation

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

SPECIAL PRESENTATIONS, AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

4. Citizen Police Academy

Serena Besuden, Crime Prevention Officer, provided information regarding the Citizen Police Academy coming up in January 2015.

5. Recognition Awards

Gerald Monahan, Police Chief, presented awards to employees and citizens.

PUBLIC HEARING

6. Second Reading - Ordinance No. 2014-25 - Amendment to Police Pension Ordinance - Section 54-134 of Article V of Chapter 54 of the Code of Ordinances

Mayor Green read Ordinance No. 2014-25.

ORDINANCE NO. 2014-25

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING THE CITY OF PORT ORANGE

POLICE PENSION FUND TO PROVIDE ENHANCED INVESTMENT OPPORTUNITIES BY AMENDING SECTION 54-134, BOARD OF TRUSTEES TO INCREASE THE EQUITY INVESTMENT LIMIT, CHANGE VALUATION TO "AT MARKET" AND TO INCREASE THE INTERNATIONAL INVESTMENT LIMIT; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2014-25 on second reading was made by Vice Mayor Burnette, and Seconded by Councilman Bastian. Motion carried unanimously by roll call vote after no public comments.

CITIZEN PARTICIPATION (Non-Agenda – 15 minutes)

Corey Berman, citizen, congratulated Councilman Ford on his re-election to Council. He also asked Council to remove the authorization of hiring department heads from the City Manager. He asked Council to remove the three (3) minute limit on public comments.

Ted Nofall, citizen, addressed Council regarding employee investigative reports. He asked Council what level of creditability they want on the investigation into the Dunlawton Avenue flooding in September 2014.

Mike Gardner, citizen, addressed Council regarding the recent flooding and the berm removed from the Dunlawton pond project. He asked Council to have someone outside the City critique the project.

Councilman Kennedy asked that a meeting be held before his term is over. Mayor Green asked that everything be gathered and provided during a meeting for discussion. David Harden, City Manager, said some time can be set aside at the flooding workshop on November 19, 2014 but he was hoping to focus on the system as a whole rather than one specific problem.

Mark Schaefer, citizen, congratulated all of the candidates from the local elections. He is also concerned with the flooding in September 2014. He asked Council to consider bringing deductive change orders to Council for approval. He believes the changes to delete the berm in the Dunlawton pond project should have gone to the water management district.

COUNCIL COMMENTS

7. Comments/Concerns from Council Members

Councilman Ford thanked the citizens, campaign workers, and Sonya Laney for their work and interest in the City.

Vice Mayor Burnette congratulated Councilman Ford and Councilman-elect Stiltner. He asked Councilman Kennedy to stay active and available. He asked for time to discuss goals of the new Council. Mayor Green asked each member of Council to list and rank ten goals to be discussed in the first meeting of January 2015. Vice Mayor Burnette asked Council to consider changing the start time of the meetings to 7:00 p.m.

Councilman Bastian also congratulated the candidates, campaign workers, and voters.

Councilman Kennedy congratulated the candidates. He asked for the status of the comp and class study, as well as the IAFF contract. He introduced John Carlton of the woodcarving club in Port Orange. Mr. Carlton provided an update on the totem pole.

CONSENT AGENDA

- 8. Approval of Minutes
 - a) October 7, 2014
- 9. Crime Report

Motion to approve Consent Agenda items #8 and 9 was made by Councilman Ford, and Seconded by Vice Mayor Burnette. Motion carried unanimously by voice vote.

ORDINANCES

- 10. Emergency Ordinance No. 2014-29 - Extension for Roll-Off Franchise Agreements

Mayor Green read Ordinance No. 2014-29.

ORDINANCE NO. 2014-29

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA EXTENDING THE TERM FOR THE NON-EXCLUSIVE FRANCHISES FOR ROLL-OFF CONTAINER COLLECTION AND DISPOSAL OF WASTE IN THE CITY OF PORT ORANGE AS ADOPTED IN ACCORDANCE WITH ORDINANCE NO. 2013-18 AND EXTENDING THE RELATED

AGREEMENTS TO JANUARY 31, 2015 FOR THE FOLLOWING ENTITIES: WASTE PRO OF FLORIDA, INC., SAMSULA WASTE, INC. AND F.S.I. ROLL OFF CONTAINER SERVICE; PROVIDING FOR WAIVER OF SECOND READING; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Emergency Ordinance No. 2014-29 was made by Vice Mayor Burnette, and Seconded by Councilman Kennedy. Motion carried unanimously by roll call vote after no public comments.

COMMENTS

11. City Attorney Comments

Margaret Roberts, City Attorney, advised that Staff is replatting a corner near Walmart for a Murphy's Gas Station. She advised Council that the understory will be removed consistent with the current code. Councilman Ford asked that Staff negotiate with the developer to retain as much green as possible.

Mayor Green asked for lighting at the crosswalks from City Hall.

12. Interim City Manager Comments

Mr. Harden advised that the flooding workshop is scheduled for November 19, 2014 at 6:30 p.m. at Lakeside Center. He asked Council not to get bogged down on the Dunlawton flooding issue. Public Utilities Director interviews are coming up next week.

ADJOURNMENT: 7:24 p.m.

Mayor Allen Green

Attest:

Robin Fenwick, CMC
City Clerk



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 11/11/2014

Consent item: Yes

SUBJECT: Extension of Standard Contract for Services with Airgas Carbonic, Inc., dated September 30, 2013.

DEPARTMENT: Public Utilities

RECOMMENDED MOTION: To approve a one (1) year extension of the Standard Contract for Services with Airgas Carbonic, Inc. in an amount not to exceed \$32,250; and to authorize the Mayor and City Clerk to execute all required contract documents.

SUMMARY:

On September 30, 2013, the City entered into a Standard Contract for Services with Airgas Carbonic, Inc. for the purchase and delivery of approximately 150 tons of Liquid Carbon Dioxide for the delivered price of \$215.00 per ton, per the terms and specifications set forth in the Palm Coast Co-Op Bid #ITB-PW-U-13-08. The term of the initial agreement was for a period of one (1) year with a one (1) year option for renewal. All parties' desire to exercise the one (1) year renewal option.

Project No.: none Funding Account No.: 40102005335219

ATTACHMENTS:

1.	Extension to the Standard Contract for Services	Extension of Standard Contract for Services.docx
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Wiggins, Julia
Wilson, Rick
Riehm, Tracey
Gomez, Joseph
Roberts, Margaret
Harden, David

Created/Initiated - 10/23/2014
Approved - 10/29/2014
Approved - 10/29/2014
Approved - 10/30/2014
Approved - 10/30/2014
Final Approval - 10/30/2014

EXTENSION OF STANDARD CONTRACT FOR SERVICES

THIS EXTENSION of Standard Contract for Services ("Extension") is made and entered into the day and year set forth hereinafter by and between the **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation located at 1000 City Center Circle, Port Orange, Volusia County, Florida 32129-4144 (the "City"), and **AIRGAS CARBONIC, INC.**, a Delaware corporation whose principal address is 2530 Sever Road, Suite 300, Lawrenceville, Georgia 303343 (the "Contractor"). (The City and the Contractor are hereinafter collectively referred to as the "Parties.")

WHEREAS, on September 30, 2013, the Parties entered into a Standard Contract for Services (the "Contract"); and

WHEREAS, the Contract provided for an initial term of one (1) year, commencing on October 1, 2013 and continuing until September 30, 2014, with one optional one (1) year renewal; and

WHEREAS, the Parties desire to exercise the option to renew the Contract for an additional year term, as set forth in this Extension; and

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

NOW, THEREFORE, the Parties, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. The term of the Contract is hereby extended for one (1) year, commencing on October 1, 2014, and expiring at midnight on September 30, 2105.
2. Contractor hereby agrees to provide the following to the City of Port Orange:
 - i. Approximately 150 tons of Liquid Carbon Dioxide at a delivered price of \$215.00 per total or an annual expenditure of \$32,250.
3. In return for the delivery of Product identified above, the City agrees to compensate Contractor at the rate of \$215.00 per ton of delivered product, subject to a limit up to but not to exceed \$32,250.00. The City's obligation to pay Contractor under this Extension is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then current fiscal year. All payments shall be governed by the Local Government Prompt Payment Act set forth in Florida Statutes Section 218.79, as amended.
4. All other terms and conditions of Contract shall remain in full force and effect.
5. This Extension may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Extension shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until each of the Parties signs this Extension.

IN WITNESS WHEREOF, the Parties hereto have signed, sealed, and delivered this Extension on the day and year stated hereinafter.

Witnesses:

AIRGAS CARBONIC, INC.

Printed Name: _____

By: _____
Philip J. Filer, President

Printed Name: _____

Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by
_____, as _____ of _____, a
_____, and who:

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

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

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Allen Green, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

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

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

Witnesses:

ATTEST:

Printed Name: _____

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

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

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

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

[CA ____]



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 11/11/2014

Consent item: Yes

SUBJECT: Award of Contract to D&W Paving for Bid #14-08, Coraci Park Phase IV

DEPARTMENT: Parks & Recreation

RECOMMENDED MOTION: Award contract to D&W Paving for the phase IV construction of a multipurpose field at Coraci Park in the amount of \$194,312.79 and authorize the Mayor and City Clerk to execute the associated documents.

SUMMARY: Bids were opened on October 14, 2014 for the construction of a multipurpose field at the Coraci Park. 8 bids were received and D&W Paving was the apparent low bidder with a total cost of \$194,312.79.

This project is partially funded through a Volusia ECHO grant and is fully funded in project QPC061, account #317-1000-519-63-97

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Bid Tabulation	14-08 Bid Tabulation - Final.pdf
2.	Summary of Quantities	13149 Summary of Quantities-Engineers with two top bidders.pdf
3.	Zev Cohen Response	Zev Cohen - Summary of Quantities.pdf

Ferreira, Peter
Ferreira, Peter
Riehm, Tracey
Roberts, Margaret
Harden, David

Created/Initiated - 10/20/2014
Approved - 10/21/2014
Approved - 10/22/2014
Approved - 11/04/2014
Final Approval - 11/04/2014



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

BID Opening Tabulation Total

Bid opening, Envelope #1 & #2: Tuesday, October 14, 2014 (10:00 a.m.)

BID # 14-08: CONSTRUCT A MULTI-PURPOSE FIELD AT CORACI COMPLEX

Bid Release Date: **September 15, 2014**

Mandatory Pre-Bid Meeting Date & Time: **September 25, 2014 at 10:00 a.m.**

Last Day for Questions: **October 1, 2014 by 5:00 p.m.**

Bid Due Date & Time Envelope #1 & Envelope #2: **October 14, 2014 10:00 a.m.**

Bid packages shall be submitted using a two (2) envelope system. Envelope #1 shall contain all required forms and envelope #2 shall contain technical and price forms. Envelope #1 will be opened and evaluated by the City's Purchasing Manager on August 5, 2014 at 10:00 a.m. If the Purchasing Manager deems the contents of Envelope #1 to be incomplete, it will be deemed non-responsive and envelope #2 will not be opened and tabulated.

Bidder's Submittal Checklist:

1. _____ **Envelope #1: "Forms"** (1) original, (2) copies and (1) CD or flash drive version of the bid tabbed, indexed, and placed in the following order:

Forms:

- ☐ 1: Bidder Acknowledgement Form: (Section 00030, page 4)
- ☐ 2: Insurance certificates: Submit a copy (as detailed on page 19)
- ☐ 3: Bid Bond: (Section 00160, page 73)
- ☐ 4: Statement of Bidder's qualifications (Section 00130, pages 69 & 70)
- ☐ 5: Listing of previous experience: (Section 00140, page 71)
- ☐ 6: Subcontractors List: (Section 00155, page 72)
- ☐ 7: Public entity crime statement: (Section 00170, page 74)
- ☐ 8: Anti-collusion statement: (Section 00180, page 75)
- ☐ 9: Drug free preference statement: (Section 00190, page 76)
- ☐ 10: Trench safety affidavit: (Section 00195, page 77)

2. _____ **Envelope #2: "Price"** (1) original, (2) copies and (1) CD or flash drive version of the bid tabbed, indexed, and placed in the following order:

Price:

- ☐ 1: Summary of Quantities: (Section 00095, page 67)
- ☐ 2: Total Base Bid: (Section 00120, page 68)

BID # 14-08: CONSTRUCT A MULTI-PURPOSE FIELD AT CORACI COMPLEX

Bid/Proposal Receipt List

14-08 Envelope #1 Requirements		Jordan Brothers	D&W Paving	Tomoka Const.	D.J. Haycock Const.
	1 Original, 2 Copies, 1 CD or Flash				
1)	Bidder Acknowledgement Form	✓	✓	✓	✓
2)	Insurance Certificate	✓	✓	✓	✓
3)	Bid Bond	✓	✓	✓	✓
4)	Statement of Bidder's Qualifications	✓	✓	✓	✓
5)	Listing of Previous Experience	✓	✓	✓	✓
6)	Subcontractor's List	✓	✓	✓	✓
7)	Public Entity Crime Statement	✓	✓	✓	✓
8)	Anti-Collusion Statement	✓	✓	✓	✓
9)	Drug Free Preference Statement	✓	✓	✓	✓
10)	Trench Safety Affidavit	✓	✓	✓	✓
	Deemed Responsive?				
14-08 Envelope #2 Requirements					
	1 Original, 2 Copies, 1 CD or Flash				
1)	Summary of Quantities	✓	✓	✓	✓
2)	Total Base Price	\$367,280.64	\$194,312.79	\$283,708.88	\$342,200.00

BID # 14-08: CONSTRUCT A MULTI-PURPOSE FIELD AT CORACI COMPLEX

Bid/Proposal Receipt List

14-08 Envelope #1 Requirements		JPR Universal Const	MCI Mulligan Const	AG. Pifer Const.	C&L Landscape
	1 Original, 2 Copies, 1 CD or Flash				
1)	Bidder Acknowledgement Form	✓	✓	✓	✓
2)	Insurance Certificate	✓	✓	✓	✓
3)	Bid Bond	✓	✓	✓	✓
4)	Statement of Bidder's Qualifications	✓	✓	✓	✓
5)	Listing of Previous Experience	✓	✓	✓	✓
6)	Subcontractor's List	✓	✓	✓	None listed
7)	Public Entity Crime Statement	✓	✓	✓	✓
8)	Anti-Collusion Statement	✓	✓	✓	✓
9)	Drug Free Preference Statement	✓	✓	✓	✓
10)	Trench Safety Affidavit	✓	✓	✓	✓
	Deemed Responsive?				
14-08 Envelope #2 Requirements					
	1 Original, 2 Copies, 1 CD or Flash				
1)	Summary of Quantities	✓	✓	✓	✓
2)	Total Base Price	\$478,906.00	\$307,712.00	\$249,257.00	\$397,044.00

The following information is a record of the submitters as received at the time of opening. All proposals are subject to review by the City and award requires a formal contract and approval by City Council.

Opened & Tabulated By: Joseph A. Gomez, Purchasing Manager



CORACI FIELD-PHASE 4 -SUMMARY OF QUANTITIES

ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	Engineers Est.	D& W Paving	A.G. Pifer
1	MOBILIZATION	LS	1	\$8,000.00	\$6,390.00	\$22,100.00
2	SURVEY & LAYOUT	LS	1	\$5,000.00	\$3,550.00	\$3,960.00
3	CLEARING, GRUBBING AND DEMOLITION	LS	1	\$3,000.00	\$1,200.00	\$14,274.00
4	STAKED SILT FENCE (TYPE III)	LF	1140	\$1,600.00	\$1,425.00	\$1,311.00
5	EROSION CONTROL FOR EXISTING INLET/ PIPES	EA	1	\$500.00	\$200.00	\$900.00
6	EXCAVATION AND GRADING	LS	1	\$81,000.00	\$38,500.00	\$33,896.00
7	18" DRAIN BASIN (IN-LINE, WITH 54" CONCRETE SLABS)	EA	2	\$3,000.00	\$4,410.00	\$2,160.00
8	18" DRAIN BASIN (WITH 54" CONCRETE SLABS)	EA	2	\$4,000.00	\$5,040.00	\$2,160.00
9	12" HDPE	LF	331	\$10,000.00	\$7,854.63	\$7,150.00
10	18" HDPE	LF	549	\$2,950.00	\$16,371.18	\$15,811.00
11	STORMWATER JUNCTION BOX	EA	1	\$1,500.00	\$2,730.00	\$3,000.00
12	CORING OF EXISTING STORM INLETS (18" HDPE-INCLUDES PIPE FITTINGS)	EA	1	\$2,000.00	\$1,260.00	\$960.00
13	SAW-CUT EXISTING ROADWAY PAVEMENT FOR STORM CONNECTION TO EX. STORM MH	EA	1	\$1,250.00	\$1,300.00	\$3,000.00
14	6' CHAINLINK FENCE W/ BLACK VINYL COATING	LF	888	\$18,000.00	\$15,380.16	\$17,135.00
15	10' CHAINLINK FENCE W/ BLACK VINYL COATING	LF	454	\$15,000.00	\$13,315.82	\$13,200.00
16	4' SWING GATE	EA	4	\$2,000.00	\$1,280.00	\$1,680.00
17	DOUBLE 6' SWING GATE	EA	1	\$1,250.00	\$745.00	\$1,164.00
18	SPORTS TURF - CELEBRATION BERMUDA GRASS	SF	105,000	\$28,500.00	\$37,800.00	\$56,814.00
19	GENERAL AREA TURF - ARGENTINA BAHIA GRASS	SF	18,000	\$3,750.00	\$4,140.00	\$8,700.00
20	IRRIGATION SYSTEM	LS	1	\$18,000.00	\$24,500.00	\$28,392.00
21	AS-BUILTS/ CERTIFIED RECORD DRAWINGS/TESTING	LS	1	\$6,500.00	\$3,000.00	\$4,140.00
22	TREE REMOVAL	EA	7	\$1,050.00	\$875.00	\$1,680.00
23	LOBLOLLY BAY (30 GALLON, 2-1/2" CALIPER, 10' HEIGHT)	EA	3	\$825.00	\$546.00	\$630.00
24	BALD CYPRESS (30 GALLON, 2-1/2" CALIPER, 10' HEIGHT)	EA	8	\$2,000.00	\$1,500.00	\$1,680.00
25	OPEN CUT AND REPLACEMENT OF ROADWAY FOR 3" RECLAIM INSTALLATION	EA	1	\$1,200.00	\$1,000.00	\$3,360.00
Total				\$221,875.00	\$194,312.79	\$249,257.00

Ferguson, Bruce

From: Frank O'Keefe <fokeefe@zevcohen.com>
Sent: Tuesday, October 14, 2014 4:33 PM
To: Lovallo, Susan; Pallante, Lisa
Cc: Bobby Ball; Gomez, Joseph; Ferguson, Bruce
Subject: Coraci Park - Phase IV - Bid Results - ZC 13149
Attachments: 13149 Summary of Quantities-Engineers with two top bidders.pdf

Lisa and Susan,

After reviewing the bids, it appears that D&W Paving appears to have the bid documents filled out correctly and their bid was the lowest from today's opening. I have attached a pdf of the engineers estimate along with D&W Paving and A.G. Pifer's Bid Tab for you to review.

We believe that D&W paving has shown the right qualifications for this proposed work for the City of Port Orange. Therefore, it is our opinion that the city should award D&W Paving the contract for the Coraci Park Phase IV project.

If you have any questions or concerns, feel free to contact us. Thanks!

Frank O'Keefe, P.E.

Project Engineer

ZEVC **COHEN**
ASSOCIATES INC.

300 Interchange Blvd., Suite C

Ormond Beach, FL. 32174

Office: 386-677-2482

Fax: 386-677-2505

Cell: 407-587-5515

fokeefe@zevcohen.com

www.zevcohen.com

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Facebook



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 11/11/2014

Consent item: Yes

SUBJECT: Proposed License Agreement - Lot 13, River Oaks; 6207 Oak River Terrace/CASE NO. 14-97500008

DEPARTMENT: Community Development

RECOMMENDED MOTION: To authorize the Mayor and City Clerk on behalf of the City to execute a License Agreement for Lot 13 of the River Oaks Subdivision.

SUMMARY: We have received a right-of-way License Agreement application for a portion of the Oak River Terrace right-of-way frontage of Lot 13 in the River Oaks Subdivision. Serene Pavers and Stonescapes, agent on behalf of property owners Richard and Connie Thiel, has made this application in connection with a proposal to reconstruct the right-of-way apron with decorative pavers. The River Oaks subdivision does not have street right-of-way sidewalks. A building permit application for the proposal has been submitted to the Building Division.

The applicant has been advised of applicable requirements and the License Agreement review process. The License Agreement requires the property owner to maintain and if necessary, replace these improvements per the accepted standard construction requirements of the City. Further, should the property owner fail to abide by this requirement, it provides the City with the ability to take necessary corrective actions at the expense of the property owner.

The License Agreement application has been reviewed for completeness and accuracy and City staff has no outstanding concerns. City liability concerns are addressed by an indemnity statement in the License Agreement. The area has been inspected with respect to City Codes and possible effects on adjacent properties resulting in no concerns.

Project Funding Account
No.: No.:

ATTACHMENTS:

1.	License Agreement	License Agreement.pdf
----	-------------------	-----------------------

Momberger, Margaret
Clark, Wayne
Roberts, Margaret

Created/Initiated - 10/21/2014
Approved - 10/30/2014
Approved - 11/04/2014

Harden, David

Final Approval - 11/04/2014

Return Recorded Document to:
Attention: Records Clerk
1000 City Center Circle
Port Orange FL 32129

This Document Prepared by:

Margaret T. Roberts
City Attorney
1000 City Center Circle
Port Orange, FL 32129

Parcel No.: 6327-03-00-0130

This Space Reserved for Recording Data

LICENSE AGREEMENT

THIS **LICENSE AGREEMENT** is made and entered into this ____ day of _____, 2014, by and between the City of Port Orange, Florida, a chartered municipal corporation ("City"), 1000 City Center Circle, Port Orange, FL 32129, ("Licensor"); Richard S. Thiel and Connie A. Thiel, as Trustees of the Richard and Connie Thiel Revocable Living Trust, whose mailing address is 6207 Oak River Terrace, Port Orange, FL 32127, ("Licensees").

PREMISES

WHEREAS, the City Council of the City of Port Orange has adopted Resolution No. 95-64, which establishes City policy regarding improvements within City rights-of-way by private citizens, homeowners associations, and developers; and

WHEREAS, the City and the Licensees have agreed on an improvement plan, as described on **Exhibit "A,"** attached hereto and incorporated herein by reference; and

WHEREAS, the Licensees hereby warrant to the City that the Licensees have full power and authority to enter into this Agreement, and that the Licensees agree to be bound by the terms and conditions hereof is in compliance with and shall remain in compliance with any declaration of covenants and restrictions, as may exist and as may be amended from time to time; and

WHEREAS, the Licensees are the owners of real property located in the River Oaks A Planned Unit Development subdivision, recorded in Map Book 41, Page 152, Public Records of Volusia County, Florida, hereinafter the "Subject Property", described on **Exhibit "B;"**; and

WHEREAS, the Licensees hereby acknowledge that the City public utilities are located within the right-of-way, including but not limited to locations beneath the proposed Improvements.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree as follows:

1. The City hereby grants to the Licensees a license to enter upon and to utilize the right-of-way known as Oak River Terrace located and situated in Port Orange, Volusia County, Florida, adjacent to the Subject Property, as depicted on **Exhibit "B"** for the purpose of placing decorative pavement over the driveway apron on the Subject Property (hereinafter "Improvements") approved by the City as depicted on **Exhibit "A."**

2. All improvements, uses and activities shall comply with the policies established in Resolution No. 95-64 and with the terms and conditions of this License Agreement and exhibits hereto.

3. The Licensees jointly and severally assume all responsibility for the maintenance and, if necessary, replacement of all Improvements depicted on **Exhibit "A."**

4. The Licensees agree, upon thirty (30) days written notice from the City, to maintain, repair or replace all Improvements which require maintenance, repair or replacement. If no remedy is made within the specified time, the City reserves the right to remove all Improvements without further notice to the Licensees and at the sole cost and expense of the Licensees.

5. The City reserves the right to request removal of the Improvements depicted on **Exhibit "A"** in the event that the City needs to utilize the property for City purposes, such as road, bike path, public utility installation or maintenance, drainage improvement or other public uses. The City shall endeavor to give at least thirty (30) days prior notice to the Licensees. If the Improvements are not removed within the time specified by the City or in cases where emergency work by the City becomes necessary the City may remove or cause to be removed the Improvements without any liability to the City or obligation to replace same upon completion of the City project. The Licensees may replace the Improvements after the City repair or maintenance; and the Licensees shall be responsible for any and all expenses of the replacement of Improvements.

6. The Licensees agree that no improvements shall be made or altered in the right-of-way except as depicted on **Exhibit "A"** or subsequently approved amendments thereto. However, the Improvements may be maintained, repaired, replaced and removed.

7. The license granted by this License Agreement shall be effective during the period from the date of execution by both parties until terminated in accordance with the provisions specified herein.

8. Any 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 any party, the City shall have the option of requiring all Improvements to be removed or abandoned in place by the Licensees or maintained in their present state by the City and without further right or obligation by the Licensees. If the Licensees terminate this Agreement or otherwise fail to remain in good standing and in compliance with this Agreement, the City may maintain and repair the Improvements and the City shall not be obligated to either maintain or repair the Improvements and the City shall not be liable for either undertaking or failing to maintain or repair the Improvements. All costs and expenses of the City resulting from maintenance or repair of the Improvements, including administrative expenses, attorney's fees and costs, and expenses incurred in establishing and operating a special district, shall be chargeable to and assessed by the City jointly and severally against the property described in **Exhibit "B"**. The City shall have the right to enforce collection

of assessments for such costs and expenses by a lien jointly and severally against the lots, which lien shall include interest at the then highest lawful rate of interest and attorneys' fees and costs for collection thereof. The City shall have the right to establish a special district and to utilize any methods or procedures provided by law or ordinance for imposition and collection of the assessments described herein.

9. This license is given to the Licensees as an accommodation to the Licensees without any consideration. The Licensees acknowledge the legal title of the City to the right-of-way property described herein and agree never to deny such title or to claim title in the Licensees' name.

10. The license is personal to the Licensees and shall not inure to the successors or assigns of the Licensees. The rights, privileges and permission granted herein shall not be assignable by the Licensees in whole or in part. Upon the sale or transfer by the Licensees of title to the real property adjoining the right-of-way upon which the Improvements are located, the City shall have the immediate right to remove the improvements for which this license is granted; subject, however, to application made by the successor property owner for and due diligence in obtaining approval by the City of a new license agreement for the existing Improvements to remain in the right-of-way.

11. The Licensees shall exercise the rights, privileges and permission granted herein at the Licensees own risk. Licensees shall make monthly inspections of the paver surface within the right-of-way, including the driveway apron and sidewalk areas; and shall immediately repair any deviation in the surface. The Licensees shall not claim any damages from the City for any injuries or damages in connection with or on account of the exercise of such rights, privileges or permission, the condition of the City's property, or the use of the property. Licensees agree to maintain homeowner's general liability insurance having a minimum coverage of **Three Hundred Thousand Dollars (\$300,000.00)**. In the event that the Licensees allow the required general liability insurance to elapse or expire, the City may remove all Improvements after thirty (30) days prior written notice to Licensees that the insurance had elapsed or expired. Further, the Licensees shall indemnify and hold harmless the City, its officers, employees and agents, from and against all claims, damages, losses and expenses, attorneys' fees and costs, arising out of, resulting from, or in any way connected with the condition of the City's property, the use of the property by Licensees, their invitees and members of the public, the exercise of the license granted by this License Agreement, the failure on the part of the Licensees to comply with any of the provisions specified herein, or the City's removal of any improvements depicted in **Exhibit "A"** or otherwise permitted by this License Agreement. The City shall not be liable to the Licensees if for any reason the Licensees' use of the Subject Property is hindered or disturbed.

12. All notices required to be given by any party shall be in writing, addressed to all other parties, and delivered by certified mail, telegram or in person to: City Manager, City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129, for the City; and to Richard S. Thiel and Connie A. Thiel, 6207 Oak River Terrace, Port Orange, Florida 32128, for the Licensees, or as otherwise designated in writing to all respective parties.

13. This Agreement shall be recorded in the Public Records of Volusia County, Florida. Upon execution of this Agreement, the Licensees agree to pay the City an amount equal to the applicable cost of recording this Agreement in the Public Records of Volusia County, Florida.

14. 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.

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement on the respective dates below.

WITNESSES:

LICENSOR:

Printed Name: _____

CITY OF PORT ORANGE, FLORIDA
a chartered municipal corporation

Printed Name: _____

By: _____
Allen Green, Mayor

Printed Name: _____

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

Printed Name: _____

(SEAL)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by Allen Green, as Mayor of the City of Port Orange, Florida, who acknowledged that he is duly authorized to execute the foregoing LICENSE AGREEMENT on behalf of the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation, and who ☐ is personally known to me, or ☐ has produced _____ as identification.

Notary Public, State of Florida at Large
Printed name, commission and expiration:

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by Robin L. Fenwick, as the City Clerk of the City of Port Orange, Florida, who acknowledged that she is duly authorized to execute the foregoing LICENSE AGREEMENT on behalf of the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation, and who ☐ is personally known to me, or ☐ has produced _____ as identification.

Notary Public, State of Florida at Large
Printed name, commission and expiration:

WITNESSES:

LICENSEES:

Printed Name: _____

Richard S. Thiel, as Trustee of the Richard and Connie Thiel Revocable Living Trust

Printed Name: _____

Printed Name: _____

Connie A. Thiel, as Trustee of the Richard and Connie Thiel Revocable Living Trust

Printed Name: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, Richard S. Thiel, as Trustee of the Richard and Connie Thiel Revocable Living Trust, who is authorized to execute the foregoing LICENSE AGREEMENT, and who ☐ is personally known to me, or ☐ has produced _____ as identification.

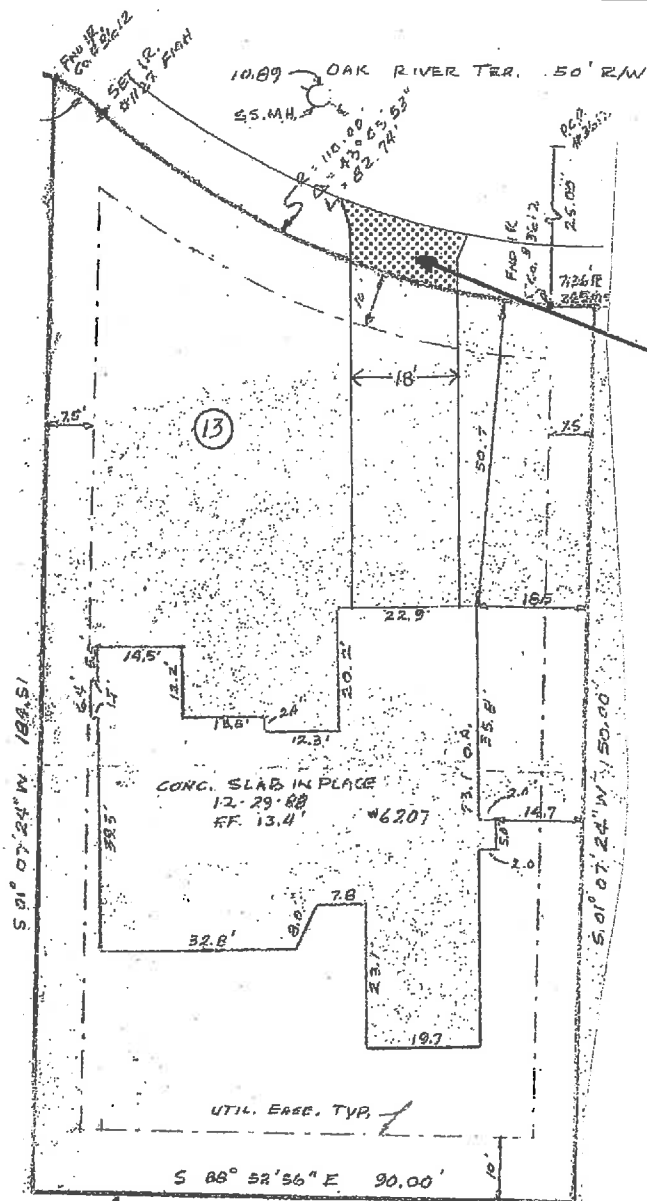
Notary Public, State of Florida at Large
Printed name, commission and expiration:

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, Connie A. Thiel, as Trustee of the Richard and Connie Thiel Revocable Living Trust, who is authorized to execute the foregoing LICENSE AGREEMENT, and who ☐ is personally known to me, or ☐ has produced _____ as identification.

Notary Public, State of Florida at Large
Printed name, commission and expiration:

EXHIBIT "A"



PROPOSED LICENSE
AGREEMENT AREA

Case No.: 14-97500008

Applicants: Serene Pavers and Stonescapes
on behalf of property owners
Richard S. Thiel and Connie A. Thiel

Location: Lot 13, River Oaks subdivision
(6207 Oak River Terrace)

Requested Action: To approve and authorize
the execution of a right-of-
way license agreement for
the construction of a
decorative paver driveway
apron in the Oak River
Terrace right-of-way



Location Map

CITY OF PORT ORANGE

DEPARTMENT OF COMMUNITY DEVELOPMENT

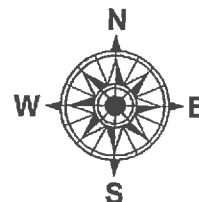


EXHIBIT "A"

PROPOSED SPECIFICATIONS

Tremron Old Town Collection 3PC Pavers
6"x6" and 6"x9", 2 3/8" thick pavers
8500 p.s.i. strength
6"x6" concrete edge restraint

Base Preparation:
6" - 8" crushed concrete
Compaction to 98%

EXHIBIT "B"

LEGAL DESCRIPTION

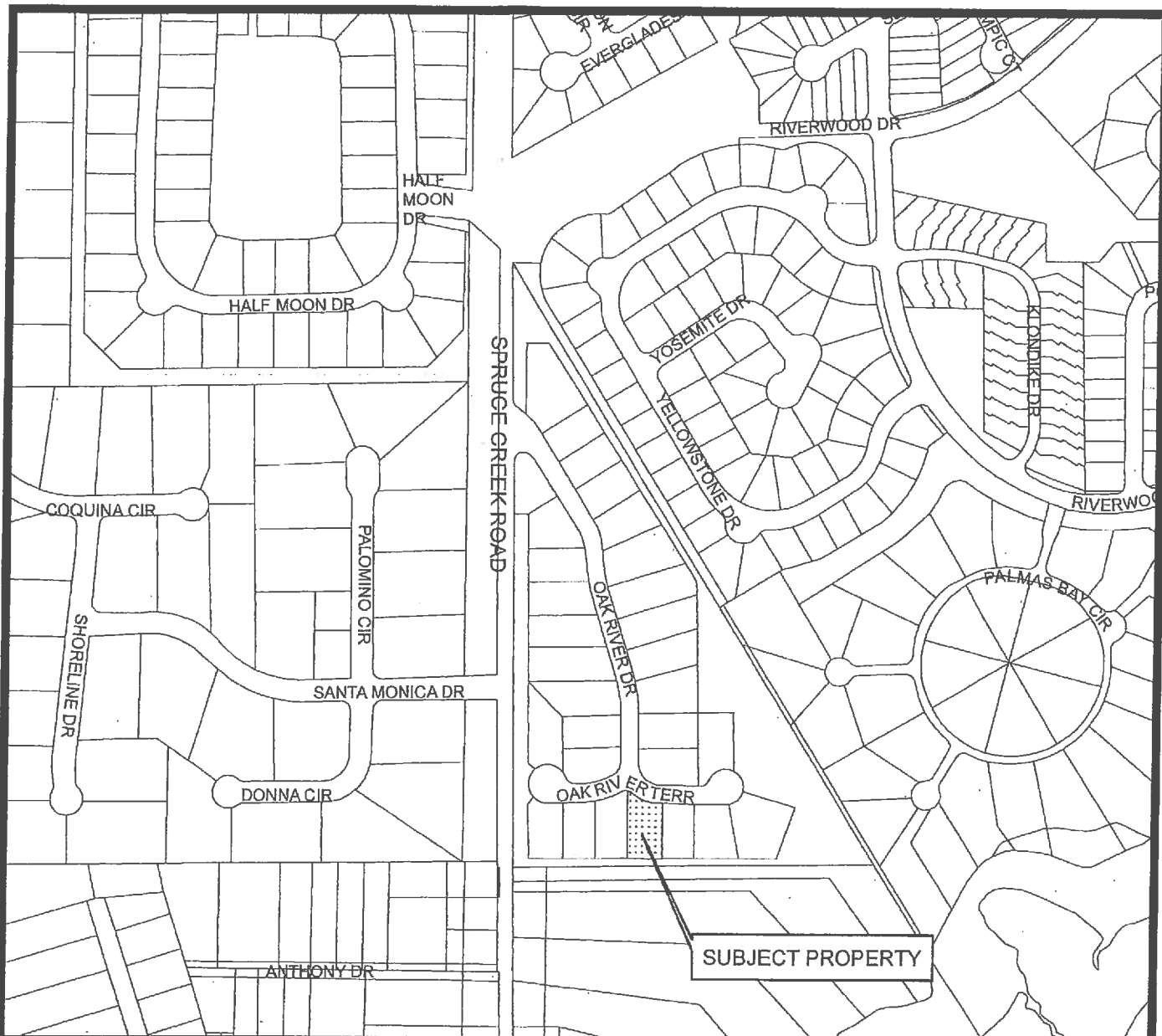
Lot 13, River Oaks, A Planned Unit Development, as recorded in Map Book 41, Page 152,
Public Records of Volusia County, Florida



Google earth

feet 100
meters 40





Case No.: 14-97500008

Applicants: Serene Pavers and Stonescapes
on behalf of property owners
Richard S. Thiel and Connie A. Thiel

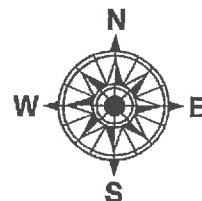
Location: Lot 13, River Oaks subdivision
(6207 Oak River Terrace)

Requested Action: To approve and authorize the execution of a right-of-way license agreement for the construction of a decorative paver driveway apron in the Oak River Terrace right-of-way



Location Map CITY OF PORT ORANGE

DEPARTMENT OF COMMUNITY DEVELOPMENT



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- ✓ 1" Remodel Pavers (207 SF per Cube)
- ✓ 2 3/8" Full Size Pavers (124 SF per Cube)

Tremron Olde Towne full size pavers are an excellent choice for driveways, patios, pool decks, walkways, and pathways.

- ✓ Dimensions: 6"x4", 6"x6", 6"x9"
- ✓ 124 Square Feet per Cube 2 3/8" Pavers
- ✓ Standard Finish Available on 1" & 2 3/8" Pavers

Three size variations combine for classic European elegance in this rugged version of a popular paver suggestive of the cobbled streets of days gone by.

- ✓ Dimensions: 6"x4", 6"x6", 6"x9"
- ✓ Antiqued Finish Available on 2 3/8" Pavers Only

Tremron

8,191

- ▶ Smooth Pillow Top
- ▶ Textured Top Collection
- ▶ Flat Top Collection
- ▶ Antique Collection
- ▶ Overlay Collection
- ▶ Green Collection
- ▶ Clay Collection
- ▶ Wall Collection
- ▶ Travertine Collection
- ▶ Bullnose Collection

- ▶ Shop Online
- ▶ Backyard Design
- ▶ Hardscape Kits
- ▶ Pavers
 - ▶ Roma
 - ▶ Bluestone
 - ▶ Stonehurst
 - ▶ Olde Towne
 - ▶ Olde Towne 2PC
 - ▶ Olde Towne 6x9
 - ▶ Mega Olde Towne
 - ▶ 4x8 Brick Pavers
 - ▶ ADA 4x8 Brick Pavers
 - ▶ Romanesque Circles
 - ▶ Park Plaza
 - ▶ Hexagon
 - ▶ Bishop Hat
 - ▶ Shellstone
 - ▶ Tuscany Antiqued
- ▶ 1" Remodel Pavers
- ▶ Bullnose Coping
- ▶ Clay Pavers



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 11/11/2014

Consent item: No

SUBJECT: Consider Change Order No. 1 to Public Resources Management Group, Inc. Contract

DEPARTMENT: Finance

RECOMMENDED MOTION: Move to approve Change Order No. 1 to the City's contract with Public Resource Management Group, increasing the not to exceed fee to \$27,660.

SUMMARY: On October 22, 2013 the City selected Public Resources Management Group (PRMG) to provide a rate study for the City's water, wastewater and reclaimed water rates. The original contract was for 6 months and not to exceed \$22,950. The RFP included a simplification of the rate structure as well as recommended rates and charges for the next five fiscal years. As a result of personnel changes at the City, completion of the study has been delayed and has required more consultant time than initially contemplated. PRMG is requesting an increase of \$4,710 in their maximum fee.

Staff has directed PRMG that their final recommendations should be limited to simplification of the current rate structure and implementation of the 3% rate increase included in the FY 15 budget.

Project No.: Funding Account No.: 401-0300-536-31-13

ATTACHMENTS:

1.	RFP #13-26 Change Order	RFP #13-26 Change Order.pdf
2.	RFP#13-26 Agenda Item 10-22-13	RFP#13-25 Water, Wastewater, Reclaimed Water Rate Study.pdf

Riehm, Tracey
Riehm, Tracey
Gomez, Joseph
Roberts, Margaret
Harden, David

Created/Initiated - 10/25/2014
Approved - 10/25/2014
Approved - 10/27/2014
Approved - 11/06/2014
Final Approval - 11/06/2014

CHANGE ORDER FORM

Project: RFP #13-26 Water, Wastewater, Reclaimed Water Rate Study

Change Order No.: 1 Date: 10/27/2014

Contractor: Public Resources Management Group, Inc.

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE: Original Contract Price: <u>\$22,950.00</u>	CHANGE IN CONTRACT TIMES: Original Contract Times: <u>6 Months</u> Substantial Completion: Final Completion <u>April, 2014</u>
Net changes from previous Change Order: No. ____ to No. ____ \$ _____	Changes in contract time from previous Change Orders: No. ____ to No. ____ _____ days
Contract Price prior to this Change Order: <u>\$ 22,950.00</u>	Contract Completion Date prior to this Change Order: <u>April 2014</u> Final Completion:
Net Increase (decrease) of this Change Order <u>\$ 4,710.00</u>	Changes in contract time requested this Change Order No. <u>1</u> : <u>December 31, 2014</u>
Contract Price with all approved Change Orders: <u>\$ 27,660.00</u>	Contract Times with all approved Change Orders: Final Completion: <u>December 31, 2014</u>

CHANGES ORDERED:

- I. GENERAL: This Change Order is necessary to cover changes in the work to be performed under this Contract. The General Conditions, Supplementary Conditions, Specifications and all parts of the Project Manual listed in Article 1, Definitions, of the General Conditions apply to and govern all work under this change order.

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

- II. REQUIRED CHANGES: See Exhibit 1
- III. JUSTIFICATION: See Exhibit 1
- IV. PAYMENT: See Exhibit 1

Acknowledgments:

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

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

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

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

RECOMMENDED BY:

Finance

By: _____

Printed Name: _____

Title: _____

Date Signed: _____

ACCEPTED BY:

Public Resources Management Group, Inc.

By: _____

Printed Name: _____

Title: _____

Date Signed: _____

APPROVED BY:

City of Port Orange

By: _____

Allen Green, Mayor

Date Signed: _____

Attest:

By: _____

Robin L. Fenwick, CMC, City Clerk

Date Signed: _____



Exhibit 1

Public Resources Management Group, Inc.
Utility, Rate, Financial and Management Consultants

September 18, 2014

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

Subject: Addendum to Contract Dated October 22, 2013 - Request for Additional Funding – Water, Wastewater and Reclaimed Water Rate Study

Dear Mr. Harden:

As you are aware, Public Resources Management Group, Inc. (PRMG) has been working with the City of Port Orange (the "City") to prepare a water, wastewater and reclaimed water rate study. While PRMG has made every effort to perform our consulting services within the confines of our initial budget for the rate study, we have reached our budget as a result of having to spend more analytical time on the project and attending more meetings than originally anticipated. The primary reasons for the additional hours spent on the project were the following:

1. The need to update our financial model due to significant changes in the City's multi-year capital plan.
2. Attendance of additional meetings that were not contemplated in the original scope of services.

Our efforts thus far on the project have consisted of developing a comprehensive financial model, exploring various financial and rate design scenarios, and attending City Council meetings to obtain direction on the study as well as to communicate study results. Based on discussions with the City staff during the September 4th meeting, the City staff requested that PRMG revise our user rate design to mitigate the bill impacts to lower usage customers while still addressing the originally stated goals of the City Council to develop rates that are simple and that promote equity.

Because of the additional analytical time required to revise our rate design, as well as the additional analytical time already spent to complete the project that was not contemplated in our original cost estimate, we are respectfully requesting an increase of \$4,710 to our current contract budget of \$22,950. This requested increase could be itemized as follows:

(Remainder of page intentionally left blank)

K:\1050-01\Corres.\Request For Additional Funding

341 NORTH MAITLAND AVENUE - SUITE 300 - MAITLAND, FL 32751
TELEPHONE: (407) 628-2600 - FAX: (407) 628-2610 - EMAIL: PRMG@PRMGinc.com

Mr. David Harden
City of Port Orange
September 18, 2014
Page 2

Position	Hourly Rate	Requested Additional Hours [1]	Requested Additional Budget
Principal	\$175.00	6	\$1,050.00
Supervising Consultant	\$110.00	12	1,320.00
Rate Analyst	\$65.00	36	2,340.00
Total		54	<u>\$4,710.00</u>

[1] Hours for additional analytical work relative to the water, wastewater and reclaimed water rate study that was not contemplated in the original cost estimate.

We anticipate that this increase will be sufficient to enable us to complete the project.

A summary of the contract price for the engagement as previously approved by the City and the amount being requested for additional funding by PRMG is shown below:

Description	Amount – PRMG Contract
Initial Contract Budget	\$22,950.00
Amendment No. 1	4,710.00
Total Amended Contract Budget	<u>\$27,660.00</u>

With respect to this request to increase the contract budget, PRMG would still consider this to be a not-to-exceed budget amount. To the extent that the remaining amount is not required to complete the project, any remaining budget would not be billed (i.e., the billings would be predicated on an hourly basis based on the actual services provided).

We appreciate your consideration of our request for additional funding. If this request meets your approval please notify us by signing below. Please return a signed copy to PRMG and upon receipt of the signed agreement we will consider the receipt of the executed addendum by the City as our notice to proceed. In the meantime, if you have any questions with our request for additional funding, please do not hesitate to give me a call.

Very truly yours,

Public Resources Management Group, Inc.



Henry L. Thomas
Senior Vice-President

ACCEPTED BY:

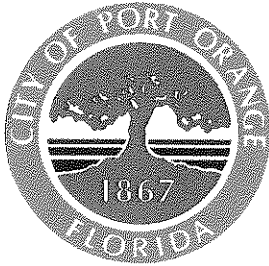
City of Port Orange, Florida

Authorized Signature

Title

Date

HLT/sao
Attachment



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/22/13

Consent item: yes ☒ no ☐

SUBJECT: RFP# 13-26 Water, Wastewater, Reclaimed Water Rate Study

DEPARTMENT: Finance

RECOMMENDED MOTION: Award contract for RFP# 13-26 for Water, Wastewater, Reclaimed Water Rate Study to Public Resources Management Group, Inc.

SUMMARY: On October 8, 2013, the City Council conducted a review and evaluation of Firms to provide a rate study for the City's water, wastewater and reclaimed water.

The City Council selected Public Resources Management Group, Inc. to provide these services. Staff recommends approval of the attached contract with Public Resources Management Group, Inc. for the services outlined in RFP# 13-26 for Water, Wastewater, Reclaimed Water Rate Study at a not to exceed cost of \$22,950.

Project No.: _____ Funding Account No.: 401-0100-536-3113

ATTACHMENTS: ☐ Budget Resolution ☐ Ordinance/Resolution
☒ Support Documents (contract, agreement, etc.) ☐ Other

DEPARTMENT HEAD:

Submitted *[Signature]*

Date 10/10/13

FINANCE DEPARTMENT:

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

Date 10/10/13

CITY ATTORNEY:

[Signature] Approved as to Form and Legality

Date 10-17-13

CITY MANAGER:

[Signature] Approved Agenda Item for: 10/22/13

10/17/13

Follow up letter/action to be taken by: ☐ Department ☐ Clerk's office or ☐ N/A



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This 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, and the Contractor identified below for materials and/or services identified herein, on the following terms and conditions.

1. Definitions

- (a) As used in this Contract, the term "City" shall mean the City of Port Orange, Florida.
- (b) As used in this Contract, the term "Contractor" shall mean: **PUBLIC RESOURCES MANAGEMENT GROUP, INC.**, a Florida corporation whose principal address is 341 N. Maitland Avenue, Suite 300, Maitland, Florida 32751.

2. Provision of Services

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

- (i) Water, Wastewater, Reclaimed Water Rate Study pursuant to RFP #13-26.

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

Term: The initial term of this Contract shall commence on the date this Contract is signed on behalf of the City and shall continue for a period of six (6) months thereafter.

Manner and Place: As outlined in Request for Proposal No. 13-26 and Contractor's response thereto.

Time and Essence: Contractor shall complete all services contemplated herein within ninety (90) days after receipt of Notice to Proceed.

3. City Obligations

In return for the services identified above, the City agrees to compensate Contractor at the rates set forth in Contractor's response to Request for Proposal No. 13-26, subject to a limit up to but not to exceed \$22,950.00. The City shall make payment on all invoices in accordance with the Local Government Prompt Payment Act, Sections 218.70 through 218.79, Florida Statutes.

4. Termination for Convenience of the City

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

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

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

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

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

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

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

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

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

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

6. Termination for Default

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

7. Examination of Records

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

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

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

8. Public Records Compliance

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

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

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

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

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

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

9. Termination for Non-Appropriation of Funds

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

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

10. Insurance

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

Insurance	Standards	Comments
Workers' Compensation <u>Limits:</u> <u>Additional Coverage:</u> <u>Special Conditions:</u>	Coverage A - Statutory Coverage B - \$100,000 All States (Broad Form) Voluntary Compensation 30 days' notice of cancellation to Governmental Entity, Waiver of subrogation in lieu of additional insured will suffice.	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000.
Comprehensive General Liability (including Completed Operations and Contractual Liability) <u>Limits:</u> <u>Special Conditions:</u>	Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000. Aggregate 30 day notice to Governmental Entity, Additional Insured, City to be added as Additional Insured	When the Contract work on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.

Comprehensive Business, Automobile Liability to include all automobiles.	<u>Limits:</u>	Auto Liability Body Injury: \$100,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence.	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
<u>Additional Coverage:</u>		Non-Owned, Hired Car	
<u>Special Conditions:</u>		30 days' notice of cancellation to Governmental Entity.	
Professional Liability (Errors & Omissions)	<u>Limits:</u>	Coverage- \$1,000,000 minimum	
<u>Special Conditions:</u>		30 days' notice of cancellation to Owner, Additional insured.	

Policies other than Workers' Compensation shall be issued only by companies authorized by subsisting certificates of authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida and which maintain a rating of "A" or better according to the A.M. Best Company. 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.

11. Assignability of Contract

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

12. Modifications or Changes to this Contract

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

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

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

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

13. 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.

14. 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.

15. 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.

16. Contract Administration

The Finance Director will perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

17. Liability for Loss or Damage

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

18. Non-discrimination

During the performance of this Contract, Contractor agrees as follows:

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

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

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

19. Disputes

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

20. 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.

21. Additional Provisions

As may have been outlined in Request for Proposal No. 13-26, Contractor's response thereto, 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.

22. 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.

23. Notice

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

City: City of Port Orange
Attention: Gregory A. Kisela, City Manager
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5501

Copy to: City of Port Orange
Attention: Wayne Saunders, Finance Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5700

Contractor: Public Resources Management Group, Inc.
Attention: Henry L. Thomas, Senior Vice President
341 N. Maitland Avenue, Suite 300
Maitland, Florida 32751
(407) 628-2600 – telephone
(407) 628-2610 – facsimile

24. 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.

25. 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:

CITY OF PORT ORANGE

By: _____
Printed Name: _____ Allen Green, Mayor

Attest:

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

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

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

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

Witnesses:

PUBLIC RESOURCES MANAGEMENT GROUP, INC.

Printed Name: _____

By: _____
Henry L. Thomas, Senior Vice President

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by Henry L. Thomas, as Senior Vice President of Public Resources Management Group, Inc., a Florida corporation, and who:

[Notary: Please select one]

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

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 11/11/2014

Consent item: Yes

SUBJECT: Sixteenth Amendment to the Contract with Zev Cohen & Associates, Inc. (ZCA) for Professional Engineering Services for analysis, design, presentation of findings and coordination for the City Gateway Signage.

DEPARTMENT: Community Development

RECOMMENDED MOTION: To approve the Sixteenth Amendment to the Contract with Zev Cohen & Associates, Inc. (ZCA) in the amount of \$12,500, and to authorize the Mayor and City Clerk to execute the Contract Amendment.

SUMMARY: The scope of work in this Sixteenth Amendment provides professional services for analysis, design, presentation of findings and coordination for the City Gateway Signage. Services under this contract amendment include preparation of three conceptual gateway sign designs, coordination with FDOT, City staff, the CRA and City Council to finalize the design; and preparation of construction documents for FDOT permits and City bidding purposes. The gateway signs for the north and south City limit on Ridgewood Avenue are budgeted for construction this year following design and permitting. Construction of the Dunlawton/I-95 sign is programmed to be budgeted in FY17 after the I-95 widening and interchange expansion is complete.

Funds are available for this purpose.

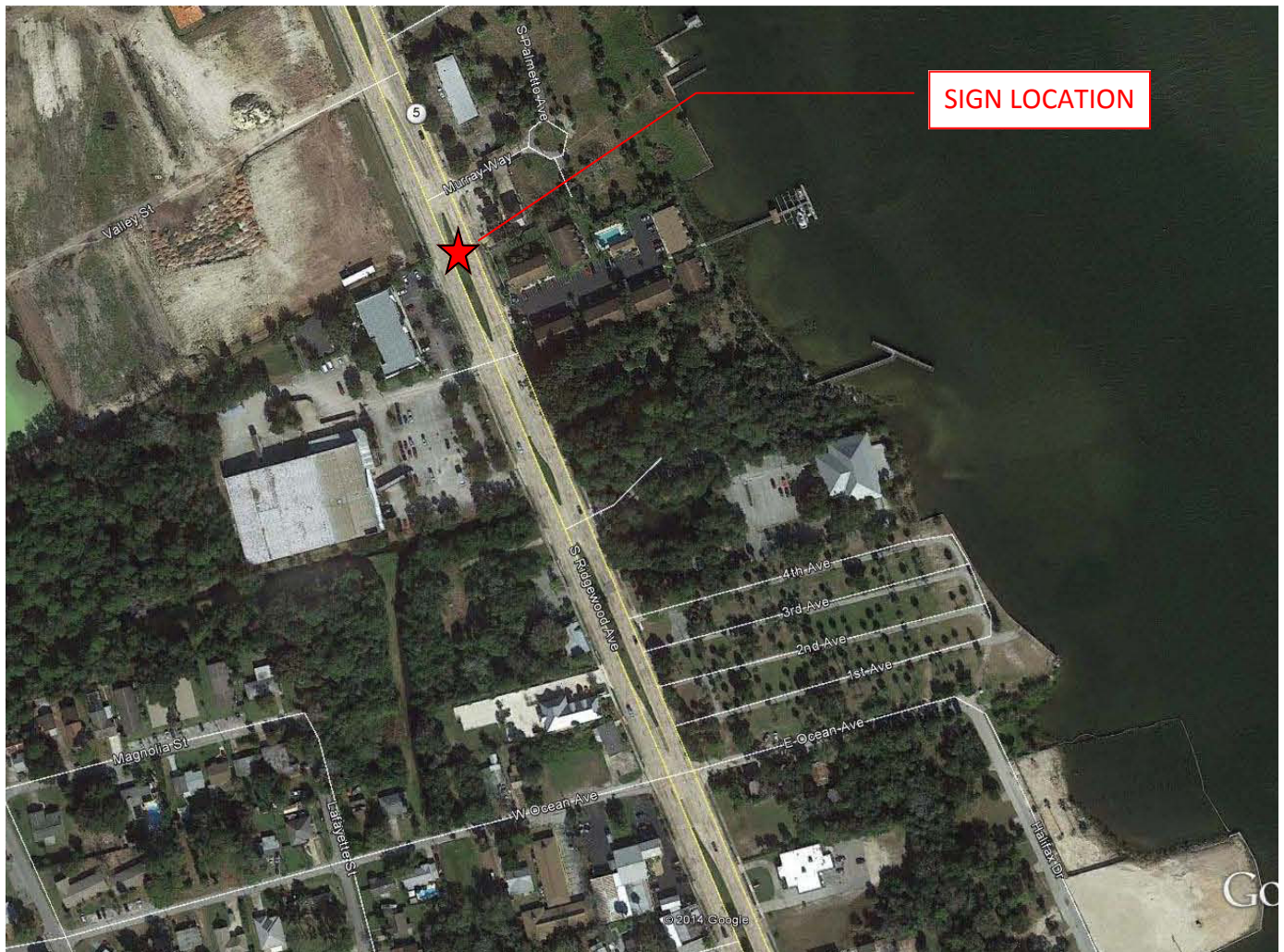
Project No.: AIO017 Funding Account No.: 317-1000-519.63-97

ATTACHMENTS:

1.	Exhibits for City Gateway Signage	Exhibits for Gateway Signage.pdf
2.	Amendment Sixteen	Amend #16.pdf
3.	Amendment Sixteen Manhour Sheet	Amend 16 Manhour Sheet.pdf

Momberger, Margaret
Clark, Wayne
Riehm, Tracey
Roberts, Margaret
Harden, David

Created/Initiated - 10/24/2014
Approved - 10/24/2014
Approved - 10/25/2014
Approved - 11/04/2014
Final Approval - 11/04/2014



PROPOSED LOCATION

CITY GATEWAY SIGNAGE AT THE NORTH END OF US 1



PROPOSED LOCATION

CITY GATEWAY SIGNAGE AT THE SOUTH END OF US 1

Amendment Number 16

To Contract for Professional Engineering Services for Site Development

Dated November 9, 2010

City of Port Orange, Florida and Zev Cohen & Associates, Inc.

This Amendment No.16 is entered into by and between the **City of Port Orange, Florida**, a chartered municipal corporation, located at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **Zev Cohen & Associates, Inc.**, a Florida for profit corporation, located at 300 Interchange Boulevard, Ormond Beach, Florida 32174 (the "Engineer") this ____ day of November, 2014.

WHEREAS, **Zev Cohen & Associates, Inc.**, was selected through a competitive process in accordance with the Consultants Competitive Negotiation Act, F.S. 287.055, as a qualified professional in response to City of Port Orange R.F.S.Q. 2010-06; and

WHEREAS, pursuant to that RFSQ, a Contract for Professional Engineering Services for Site Development was entered into by and between **Zev Cohen & Associates, Inc.** and the **City of Port Orange**, dated November 9, 2010 (the "Contract"); and

WHEREAS, the Contract requires that the scope and description of work for each project be described with particularity in sequential amendments; and

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

WITNESSETH

1. Scope of Work The City and Engineer mutually agree to amend the Contract to provide professional services for analysis design and presentation of findings for the coordination and design of the Gateway Signage in the City of Port Orange, Florida, as follows:

Task 1.0 FDOT Coordination

ZCA will request and hold a meeting with the FDOT to establish an understanding of potential design opportunities and constraints with proposed gateway signs in regards to acceptable materials, sizing, locations, and requirements.

Task 2.0 Preliminary Design

ZCA will prepare three (3) versions of potential City gateway sign designs with an associated construction cost estimate for each. Each design will incorporate design information derived from meetings and coordination with the FDOT and City Staff.

Task 3.0 Preliminary 3D Visualization

ZCA will prepare a preliminary/basic 3D model of the three (3) conceptual sign designs and prepare a series of photo-realistic images to be used as part of subsequent review meetings and presentations.

Task 4.0 Presentation to City Council/ CRA

ZCA will prepare a colored, 3D visual presentation of the three (3) proposed City gateway sign designs for review, discussion, and final direction.

Task 5.0 Final Design, Plan Preparation, and FDOT Permitting

ZCA will finalize the Preliminary Design based on direction of City staff and City Council/ CRA. The work result will include construction document drawings to be utilized by the City for bidding purposes and FDOT permitting.

Task 6.0 Meetings

ZCA shall attend two (2) coordination meetings with City staff to review preliminary and final design intent drawings, and one (1) City Council/ CRA meeting.

Task 7.0 Bidding and Construction Administration

Bidding Services

ZCA shall provide the following bid services:

1. Attend a Pre-bid meeting
2. Respond to Contractor's questions and prepare addendums
3. Review bids and make recommendation to Client
4. Attend Bid Opening

Construction Administration Services

ZCA shall provide basic construction administration services to respond to Contractor's request for additional information, clarification or interpretations of the Construction Documents.

Task 8.0 Reimbursables

ZCA proposes to provide direct reimbursable expenses for printing, submittals, postage, overnight deliveries, deliveries and mileage with a lump sum amount for all disciplines. Other expenses such as application fees, advertising fees, rental of community spaces (community meetings), notification fees, website fees, etc. will be provided by the City.

2. Cost of Work The City and Engineer agree that the total cost of the work to be performed under this Amendment shall not exceed twelve thousand and five hundred dollars and 00/100 cents (\$12,500.00) and that this lump sum was negotiated based on the hourly rates as set forth in the Contract.

3. Public Records Compliance Consultant 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; and (d) meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Consultant upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City. If Consultant does not comply with a public records request, the City shall enforce the contract provisions in accordance with the contract.

4. No Other Changes The City and Engineer acknowledge that all other terms, provisions and conditions of the original Contract for Professional Engineering Services for Site Development and any amendments thereto remain in full force and effect.

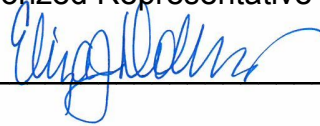
5. Schedule Tasks 1.0-3.0 shall be completed within 60 calendar days from the consultants notice to proceed. Task 5.0 shall be completed in 90 calendar days from the date of City Council/ CRA approval of a conceptual design.

IN WITNESS WHEREOF the parties have made and executed this Amendment No. 16 the day and year written above.

Zev Cohen & Associates Inc.

By: 

Authorized Representative

Attest: 

Date: October 24, 2014

CITY OF PORT ORANGE, FLORIDA

By: _____
Allen Green, Mayor

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

Date: _____

Amendment #16
City of Port Orange
Professional Engineering Services for Site Development
ZC 14068

Task	Department Director \$126.00	Landscape Architect II \$84.00	Landscape Designer \$60.00	Senior Clerical \$45.00	Subtotal
FDOT Coordination	3 \$378.00	\$0.00	\$0.00	1 \$50.00	4 \$428.00
Preliminary Design	10 \$1,260.00	10 \$840.00	20 \$1,200.00	\$0.00	40 \$3,300.00
Preliminary 3D Visualization	\$0.00	\$0.00	20 \$1,200.00	\$0.00	20 \$1,200.00
Presentation to City Council/CRA	3 \$378.00	\$0.00	\$0.00	\$0.00	3 \$378.00
Final Design, Plan Preparation, and FDOT Permitting	10 \$1,260.00	20 \$1,680.00	20 \$1,200.00	\$0.00	50 \$4,140.00
Meetings	8 \$1,008.00	\$0.00	6 \$360.00	\$0.00	14 \$1,368.00
Bidding and Construction Administration	6 \$756.00	10 \$840.00	\$0.00	2 \$90.00	18 \$1,686.00
Reimbursables	\$0.00	\$0.00	\$0.00	\$0.00	0 \$0.00
Total Hours by Task	40	40	66	3	149
Total Fees by Task	\$5,040.00	\$3,360.00	\$3,960.00	\$140.00	\$12,500.00



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 11/11/2014

Consent item: Yes

SUBJECT: Contract Extension with McMaster Pest Service.

DEPARTMENT: Parks & Recreation

RECOMMENDED MOTION: Approve a one year extension of the contract with McMaster Pest Services

SUMMARY: On November 5, 2012 bids were received for the spraying of athletic fields. The terms were for two years with a one year extension option. The Parks & Recreation Department is requesting to extend this contract for one year and allow the Mayor and City Clerk to execute the standard service contract in the amount of \$39,867.00 annually.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Extension of Standard Contract for Services	Extension of Standard Contract for Services.pdf
2.	McMaster Response	McMaster Response.pdf

Lovallo, Susan	Created/Initiated - 10/27/2014
Lovallo, Susan	Approved - 10/27/2014
Riehm, Tracey	Approved - 10/28/2014
Gomez, Joseph	Approved - 10/29/2014
Roberts, Margaret	Approved - 11/04/2014
Harden, David	Final Approval - 11/04/2014

EXTENSION OF STANDARD CONTRACT FOR SERVICES

THIS EXTENSION OF STANDARD CONTRACT FOR SERVICES ("Extension") is made and entered into the day and year set forth hereinafter by and between the **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation located at 1000 City Center Circle, Port Orange, Volusia County, Florida 32129-4144 (the "City"), and **McMASTER PEST CONTROL SERVICES, LLC**, a Florida limited liability corporation whose principal address is 835 E. New York Avenue, DeLand, Florida 32724 (the "Contractor"). (The City and the Contractor are hereinafter collectively referred to as the "Parties.")

WHEREAS, the Parties entered into a Standard Contract for Services on January 1, 2013 (the "Contract"); and

WHEREAS, the term of the Contract expires on December 31, 2014; and

WHEREAS, the Contract provides for up to one (1) optional one-year extensions upon mutual written agreement of the Parties on the same terms and conditions as the Contract; and

WHEREAS, the Parties desire to extend the term of the Contract for an additional one-year term, as set forth in this Extension; and

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

NOW, THEREFORE, the Parties, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. The term of the Contract is hereby extended for one (1) year, commencing January 1, 2015, and expiring at midnight on December 31, 2015.
2. All other terms and conditions of Contract shall remain in full force and effect.
3. This Extension may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Extension shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Extension.

IN WITNESS WHEREOF, the Parties hereto have signed, sealed, and delivered this Extension on the day and year stated hereinafter.

[remainder of page intentionally left blank]

Witnesses:

McMASTER PEST CONTROL SERVICES, LLC

By: _____

Printed Name: _____

Title: _____

Printed Name: _____

Date: _____

Printed Name: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, as _____ of _____ a _____ corporation, and who:

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____

Allen Green, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

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

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

ATTEST:

Printed Name: _____

By: _____

Robin L. Fenwick, CMC, City Clerk

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

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

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Lovallo, Susan

From: Woodman, Sandra
Sent: Monday, September 08, 2014 2:06 PM
To: Lovallo, Susan
Subject: FW: Athletic field Spray Contract

McMaster's reply.

Recreationally Yours,



Sandra Woodman
Parks & Recreation
City of Port Orange
4655 City Center Circle
Port Orange, FL 32129
386-506-5852 office
386-756-5351 fax
slwoodman@port-orange.org

From: David McMaster [<mailto:david@mcmpest.com>]
Sent: Monday, September 08, 2014 1:59 PM
To: Woodman, Sandra
Subject: Athletic field Spray Contract

To whom it may concern:

McMaster Pest Services plans on maintaining its current pricing structure. We also intend on continuing service with the city of Port Orange.

Thanks

--

David McMaster, President
McMaster Pest Services
cell: 386-547-2018

McMASTER
Pest Services



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 11/11/2014

Consent item: Yes

SUBJECT: Purchase of Coraci multipurpose field lighting from Musco Sport Lighting, LLC

DEPARTMENT: Parks & Recreation

RECOMMENDED MOTION:

Approve the purchase and installation of Musco Sport Lighting for the new multipurpose field at Coraci Sports Park not to exceed \$141,500.00, based on the Clay County Florida Bid .

SUMMARY: The Parks and Recreation Department is seeking council approval to award the purchase and installation of sports field lighting for the multipurpose field at Coraci Park to Musco Sport Lighting, LLC based on a piggyback contract from Clay County.

The current field lighting system at Coraci is a Musco Sport Lighting system and this would be an extension of that system. The cost for the lights, poles and installation is \$141,500.00.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Clay County Contract	Clay County 2014 SIGNED BID PKG.pdf
2.	Clay County Award to Musco	Clay County Award to Musco.pdf
3.	Piggyback Agreement	Piggyback Agreement with Exhibits.pdf
4.	Clay County RFP 13/14-8	Clay County RFP 13-14-8 Playground Equip.pdf

Lovallo, Susan
Lovallo, Susan
Riehm, Tracey
Gomez, Joseph
Roberts, Margaret
Harden, David

Created/Initiated - 10/27/2014
Approved - 10/31/2014
Approved - 10/31/2014
Approved - 10/31/2014
Approved - 11/06/2014
Final Approval - 11/06/2014

Presented to:

Clay County
Sports Lighting Contract
RFP # 13/14-8
“Various Equipment And Amenities For
Parks And Playgrounds”
Green Cove Springs, Florida



Submitted by:

Musco Sports Lighting, LLC

2107 Stewart Road
Muscatine, Iowa 52761

Phone: 563/262-4719
Toll Free: 800/756-1205
Fax: 800/374-6402

LSG Spec - Revision Level: 1
© 2005 Musco Lighting, LLC

This information is provided by Musco exclusively for this project.
Reproduction or distribution of the enclosed documents or information
without the written permission of Musco Lighting, LLC is prohibited.

Table of Contents:

**CLAY COUNTY RFP #13/14-8
Various Equipment And Amenities
For Parks And Playgrounds
Sports Lighting Contract
Green Cove Springs, FL**

A. BID FORMS

Bid Form Documents
Sub-Contractor Equipment Installers List
Warranty Information Form and Warranties
 Musco Constant 25
 Musco Constant 10
 Musco 10/2 Year Warranty
Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion Form

B. BID PRICING

C. FORMS

W-9
Certificate of Insurance
State of FL Electrical Contractors License

BID FORM

RFP #13/14-8, Various Equipment And Amenities For Parks And Playgrounds

Bidder: Musco Sports Lighting, LLC

Address: 2107 Stewart Road

City, State and Zip: Muscataine, IA 52761-5934

Phone: 800-756-1205 x4738 Email: musco.contracts@musco.com

Contact Name(s): Luann Ferreira



Signature of Bidder

MANUFACTURER CATALOGS:

Manufacturer: Musco Sports Lighting, LLC

Fixed Percentage Discount off MSRP:

Prices as Listed

Installation (Fixed Percentage of cost after discounts of equipment): _____

Manufacturer: N/A

Fixed Percentage Discount off MSRP:

Installation (Fixed Percentage of cost after discounts of equipment): _____

Manufacturer: N/A

Fixed Percentage Discount off MSRP:

Installation (Fixed Percentage of cost after discounts of equipment): _____

Manufacturer: N/A

Fixed Percentage Discount off MSRP:

Installation (Fixed Percentage of cost after discounts of equipment): _____

RFP #13/14-8, Various Equipment And Amenities For Parks And Playgrounds

SUB-CONTRACTOR EQUIPMENT INSTALLERS:

Business Name: See attached list.

Address: _____

Phone Number: _____

Contact Name: _____

Business Name: _____

Address: _____

Phone Number: _____

Contact Name: _____

Business Name: _____

Address: _____

Phone Number: _____

Contact Name: _____

Note: Attach vendor/manufacture WRITTEN CERTIFICATION (s) naming bidder, and/or each of its sub-contractor installer(s), as an authorized installer certified to install park and playground equipment as required by each manufacturer. Failure to comply with this provision may result in rejection of bid.

SUBCONTRACTORS

Musco Sports Lighting, LLC
100 1st Avenue West
Oskaloosa, IA 52577

M Gay Constructors
Mike Gay
11802 Industry Drive
Jacksonville, FL 32226
904-714-4001

Davco
Russ White / Mark Komar
4885 Park Ridge Boulevard
Boynton Beach, FL 33426
561-732-3434

Electrical Contracting Service
Charlie Floyd / Chuck Floyd
2375 West 77th Street
Hialeah, FL 33016
305-556-0041

Imperial Electrical Inc.
Mike Terrango
951 NW 51 Place
Ft. Lauderdale, FL 33309
954-938-0520

Himes Electric
Thomas Cook
1040 Land O Lakes Blvd.
Lutz, FL 33549
813-909-1927

Joyner Electric
Houston Joyner / Royce Lowery
4955 Swamp Fox Rd.
850-576-1125

References

Contact: Wil Smith
St. Johns County Parks
904-471-6896

St. Lucie County Sports Complex
Contact: Guy Medor
St. Lucie County Parks Manager
772-462-1527

Gwen Cherry Baseball, Miami
Contact: Manny Docurro
Calvin Giordano & Associates
Electrical Engineer
954-266-6494

Miramar Regional Park
Contact: Norman Bray, Elec. Eng.
Norman Bray & Associates
954-925-3217

University of Tampa Lacrosse
Contact: Brent Kitchner
RR Simmons
813-632-1200

Florida State University
Contact: Bernie Waxman
Tallahassee, FL 32304
850-644-4502

Musco Sports Lighting certifies each of the aforementioned sub-contractor installer(s) is an authorized installer certified to install sports lighting equipment as required.

Musco reserves the right to use other approved contractors, with the municipality's approval.

WARRANTY INFORMATION FORM

MAKE AND MODEL OF EQUIPMENT PROPOSED: Musco Sports Lighting Equipment & Services

Is there a warranty on the equipment proposed?

X
Yes

No

Does the warranty apply to **ALL** components or only part? (State Explicitly)

See attached warranties

Parts Warranty Period:_____

Service Warranty Period:_____

Nearest source for parts and/or service center (s):

Musco Sports Lighting, LLC

Name, address and phone number of the authorized service center (s):

- 1) Jason Thomes; 100 Avenue West, Oskaloosa, IA 52577; 800-825-6030
- 2) _____
- 3) _____

Name, address and phone number of the authority issuing this warranty: (Manufacturer, Distributor, etc.)

Musco Sports Lighting, LLC; 2107 Stewart Road, Muscatine, IA 52761; 800-756-1205

COPY OF COMPLETE WARRANTY STATEMENT IS SUBMITTED HEREWITH:

X
Yes

No

Name of Bidder: Musco Sports Lighting, LLC

Signature

Title Vice President

Phone Number

800-756-1205 ext. 4738



Musco Constant 25™

25-Year Product Assurance & Warranty Program

Musco Sports Lighting, LLC will provide all materials and labor to maintain operation of your lighting system to original design criteria for 25 years, or until maximum hours of coverage have accumulated, whichever comes first. Musco products and services are guaranteed to perform on your project as detailed in this document.

Light

Average Constant Light™ illumination levels are guaranteed through Musco's Smart Lamp® power regulator and service technology.

Musco will electronically monitor lamp operation and operating hours, and will group re-lamp as described in the Project Details on the following page.

Individual lamp outages that occur during the lamp warranty and maintenance period are repaired when the usage of any field is materially impacted. If actual usage exceeds the maximum hours of coverage, the customer will be required to purchase lamp replacements in order to maintain the warranty to the end of 25 years.

Energy Consumption

Average and maximum energy consumptions for your lighting system are guaranteed. Exhibit A provides a 25-year energy cost model based upon the customer provided utility rate and anticipated hours of usage. Changes in rates or usage will proportionately change the costs.

Monitoring, Maintenance and Control Services

Musco shall monitor the performance of your lighting system, including on/off status, hours of usage and lamp outages. If fixture outages that affect playability are detected, Musco will contact you and proactively dispatch technicians.

On-off control of your lighting system is provided via an easy-to-use web site scheduling system, phone, fax, or email. Our trained Control-Link Central™ service center staff is available toll-free 24/7. Regular usage reports are always available on Control-Link Central's web site.

Spill Light Control

Spill light readings at identified locations are guaranteed to be controlled to the values provided in Musco's design documents for your project, shown in Exhibit B.

Structural Integrity

Your project has been designed to _____ .
Structural integrity of equipment manufactured by Musco is guaranteed.

Musco has a team of people to ensure fulfillment of our product and services warranty (Exhibit C) and maintains financial reserves dedicated to support our fulfillment of this warranty. Please keep this document as your signed contract guaranteeing comprehensive service for the 25 year period.



Musco Constant 25™

25-Year Product Assurance & Warranty Program

Project Details

Project Name: _____ Project Number: _____

Owner: _____ City: _____ State: _____

Product(s) Covered: _____

Date Issued: _____

Expiration: _____ or maximum hours of coverage noted below, whichever occurs first

Total Average kW per hour: _____ Total Maximum kW per hour: _____

Musco products and services are guaranteed to perform on your project as follows:

Field/Zone	Fixture Quantity	Lamp Type/ Lamp Hours	Average Target Constant Light Level	Uniformity Max/Min	Total Relamps Included	Estimated Annual/25- Year Estimated Usage Hours	Maximum Hours of Coverage



Musco Constant 25™

25-Year Product Assurance & Warranty Program

Terms and Conditions

Service under this Contract is provided by Musco Sports Lighting, LLC ("Musco") or an authorized servicer approved by Musco. Services performed under this Contract shall consist of furnishing labor and parts necessary to restore the operation of the Covered Product(s) to original design criteria provided such service is necessitated by failure of the Covered Product(s) during normal usage. This Contract covers Product(s) consisting of Musco's Green Generation Lighting® with Control-Link® and any additional Musco manufactured product as listed on page 2.

"We", "us" and "our" mean Musco. "You" and "your" mean the purchaser of the Covered Product(s). No one has the authority to change this Contract without the prior written approval of Musco. Musco shall not assume responsibility for their agents or assignees other than as described below. If there is a conflict between the terms of this Contract and information communicated either orally or in writing by one or more of our employees or agents, this Contract shall control.

Additional Provisions

- 1. Availability of Service:** Control-Link Central operators shall be available 24/7 via web site, phone, fax, or email. Maintenance service specialists shall be available 8AM to 5PM Central Time, and services shall be rendered during these same hours in your local time zone, Monday through Friday (with the exception of national holidays). Hours of operation are subject to change without notice to you. Musco will exercise all reasonable efforts to perform service under this Contract, but will not be responsible for delays or failure in performing such services caused by adverse weather conditions, acts of any government, failure of transportation, accidents, riots, war, labor actions or strikes or other causes beyond its control.
- 2. Determination of Repairs:** Musco will utilize the field monitoring system and any information provided by the customer to determine when the usage of the field is materially impacted. From this information, Musco will determine needed repair and/or replacement of Covered Product(s) and parts. Repair will be with product(s) of like kind and quality.
- 3. Your Requirements Under this Contract:** You must meet all electrical and installation requirements as specified by the manufacturer. In addition, you promise and assure: full cooperation with Musco, Musco's technicians and authorized servicers during telephone diagnosis and repair of the Covered Product(s); reasonable accessibility of the Covered Product(s); a non-threatening and safe environment for service.

You agree to check fuses and to replace fuses as needed. Musco provides spare fuses in the lowest alpha-numeric numbered enclosure. Musco will replenish spare fuses used.

You agree to keep your Green Generation Lighting system online. This means keeping the required control voltage to the control system at all times. Any deviation from this practice must be discussed with Musco's Warranty Department.

- 4. Service Limitations - This Contract does not cover:** Maintenance, repair or replacement necessitated by loss or damage resulting from any external causes such as, but not limited to, theft, environmental conditions, negligence, misuse, abuse, improper electrical/power supply, unauthorized repairs by third parties, attachments, damage to cabinetry, equipment modifications, vandalism, animal or insect infestation, physical damage to Covered Products parts or components, failure of existing structures, supporting electrical systems or any non-Musco equipment, or acts of God/nature (including, but not limited to: earthquake, flood, tornadoes, typhoons, hurricanes or lightning).

5. Contract Limitations:

- a. EXCLUSIONS FROM COVERAGE:** IN NO EVENT WILL MUSCO BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH INCLUDE, BUT ARE NOT LIMITED TO, ANY DELAY IN RENDERING SERVICE OR LOSS OF USE DURING THE REPAIR PERIOD OF THE COVERED PRODUCT(S) OR WHILE OTHERWISE AWAITING PARTS.
 - b. Limitation of Liability:** To the extent permitted by applicable law, the liability of Musco, if any, for any allegedly defective Covered Product(s) or components shall be limited to repair or replacement of the Covered Product(s) or components at Musco's option. THIS CONTRACT IS YOUR SOLE EXPRESS WARRANTY WITH RESPECT TO THE COVERED PRODUCT(S). ALL IMPLIED WARRANTIES WITH RESPECT TO THE COVERED PRODUCT(S) INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY EXCLUDED.
 - c.** For the purposes of and by your acceptance of this Contract you acknowledge and agree that if a surety bond ("Bond") is provided the warranty and/or maintenance guarantee provided for in this Contract and any corresponding liability on behalf of the issuing surety under the Bond is limited to the first twelve (12) months of said warranty and/or maintenance guarantee coverage period. Any warranty and/or guarantee coverage period in excess of said initial 12 month period does not fall within the scope of the Bond and shall be the sole responsibility of Musco.
 - d.** Musco requires reasonable access for a crane or man lift equipment to service the lighting system. Musco will not be responsible for damage from operating the vehicle on the property when the equipment is operated in the prescribed manner over the designated access route.
- 6. Transfer and Assignment:** Except to owners, you shall not have the right to assign or otherwise transfer your rights and obligations under this Contract except with the prior written consent of Musco; however, a successor in interest by merger, operation of law, assignment or purchase or otherwise of your entire business shall acquire all of your interests under this Contract.
 - 7. Governing Law:** Unless otherwise governed by applicable state law, the Contract shall be interpreted and enforced according to the laws of the State of Iowa.
 - 8. Subrogation:** In the event Musco repairs or replaces any Covered Product(s), parts or components due to any defect for which the manufacturer or its agents or suppliers may be legally responsible, you agree to assign your rights of recovery to Musco. You will be reimbursed for any reasonable costs and expenses you may incur in connection with the assignment of your rights. You will be made whole before Musco retains any amounts it may recover.

Signature: _____

Vice President of Sales



Musco Constant 10™

10-Year Product Assurance & Warranty Program

Musco Sports Lighting, LLC will provide all materials and labor to maintain operation of your lighting system to original design criteria for 10 years, or until maximum hours of coverage have accumulated, whichever comes first. Musco products and services are guaranteed to perform on your project as detailed in this document.

Light

Average Constant Light™ illumination levels are guaranteed through Musco's Smart Lamp® power regulator and service technology.

Musco will electronically monitor lamp operation and operating hours, and will group re-lamp as described in the Project Details on the following page.

Individual lamp outages that occur during the lamp warranty and maintenance period are repaired when the usage of any field is materially impacted. If actual usage exceeds the maximum hours of coverage, the customer will be required to purchase lamp replacements in order to maintain the warranty to the end of 10 years.

Energy Consumption

Average and maximum energy consumptions for your lighting system are guaranteed. Exhibit A provides a 10-year energy cost model based upon the customer provided utility rate and anticipated hours of usage. Changes in rates or usage will proportionately change the costs.

Monitoring, Maintenance, and Control Services

Musco shall monitor the performance of your lighting system, including on/off status, hours of usage, and lamp outages. If fixture outages that affect playability are detected, Musco will contact you and proactively dispatch technicians.

On-off control of your lighting system is provided via an easy-to-use web site scheduling system, phone, fax, or email. Our trained Control-Link Central™ service center staff is available toll-free 24/7. Regular usage reports are always available on Control-Link Central's web site.

Spill Light Control

Spill light readings at identified locations are guaranteed to be controlled to the values provided in Musco's design documents for your project, shown in Exhibit B.

Structural Integrity

Your project has been designed to _____ .
Structural integrity of equipment manufactured by Musco is guaranteed.

Musco has a team of people to ensure fulfillment of our product and services warranty (Exhibit C) and maintains financial reserves dedicated to support our fulfillment of this warranty. Please keep this document as your signed contract guaranteeing comprehensive service for the 10 year period.



Musco Constant 10™

10-Year Product Assurance & Warranty Program

Project Details

Project Name: _____ Project Number: _____

Owner: _____ City: _____ State: _____

Covered Product(s): _____

Date Issued: _____

Expiration: _____ or maximum hours of coverage noted below, whichever occurs first

Total Average kW per hour: _____ Total Maximum kW per hour: _____

Musco products and services are guaranteed to perform on your project as follows:

Field/Zone	Fixture Quantity	Lamp Type/ Lamp Hours	Target Constant Light Level	Uniformity Max/Min	Total Relamps Included	Estimated Annual/10- Year Estimated Usage Hours	Maximum Hours of Coverage



Musco Constant 10™

10-Year Product Assurance & Warranty Program Terms and Conditions

Service under this Contract is provided by Musco Sports Lighting, LLC ("Musco") or an authorized servicer approved by Musco. Services performed under this Contract shall consist of furnishing labor and parts necessary to restore the operation of the Covered Product(s) to original design criteria provided such service is necessitated by failure of the Covered Product(s) during normal usage. This Contract covers Product(s) consisting of Musco's Green Generation Lighting® with Control-Link® and any additional Musco manufactured product as listed on page 2.

"We", "us," and "our" mean Musco. "You" and "your" mean the purchaser of the Covered Product(s). No one has the authority to change this Contract without the prior written approval of Musco. Musco shall not assume responsibility for their agents or assignees other than as described below. If there is a conflict between the terms of this Contract and information communicated either orally or in writing by one or more of our employees or agents, this Contract shall control.

Additional Provisions

1. **Availability of Service:** Control-Link Central™ operators shall be available 24/7 via web site, phone, fax, or email. Maintenance service specialists shall be available 8AM to 5PM Central Time, and services shall be rendered during these same hours in your local time zone, Monday through Friday (with the exception of national holidays). Hours of operation are subject to change without notice to you. Musco will exercise all reasonable efforts to perform service under this Contract, but will not be responsible for delays or failure in performing such services caused by adverse weather conditions, acts of any government, failure of transportation, accidents, riots, war, labor actions or strikes or other causes beyond its control.
2. **Determination of Repairs:** Musco will utilize the field monitoring system and any information provided by the customer to determine when the usage of the field is materially impacted. From this information, Musco will determine needed repair and/or replacement of Covered Product(s) and parts. Repair will be with Product(s) of like kind and quality.
3. **Your Requirements Under this Contract:** You must meet all electrical and installation requirements as specified by the manufacturer. In addition, you promise and assure: full cooperation with Musco, Musco's technicians and authorized servicers during telephone diagnosis and repair of the Covered Product(s); reasonable accessibility of the Covered Product(s); a non-threatening and safe environment for service.

You agree to check fuses and to replace fuses as needed. Musco provides spare fuses in the lowest alpha-numeric numbered enclosure. Musco will replenish spare fuses used.

You agree to keep your Green Generation Lighting system online. This means keeping the required control voltage to the control system at all times. Any deviation from this practice must be discussed with Musco's Warranty Department.

4. **Service Limitations — This Contract does not cover:** Maintenance, repair, or replacement necessitated by loss or damage resulting from any external causes such as, but not limited to, theft, environmental conditions, negligence, misuse, abuse, improper electrical/power supply, unauthorized repairs by third parties, attachments, damage to cabinetry, equipment modifications, vandalism, animal or insect infestation, physical damage to Covered Product(s) parts or components, failure of existing structures, supporting electrical systems or any non-Musco equipment, or acts of God/nature (including, but not limited to: earthquake, flood, tornadoes, typhoons, hurricanes, or lightning).

5. Contract Limitations:

- a. **EXCLUSIONS FROM COVERAGE:** IN NO EVENT WILL MUSCO BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHICH INCLUDE, BUT ARE NOT LIMITED TO, ANY DELAY IN RENDERING SERVICE OR LOSS OF USE DURING THE REPAIR PERIOD OF THE COVERED PRODUCT(S) OR WHILE OTHERWISE AWAITING PARTS.
- b. **LIMITATION OF LIABILITY:** To the extent permitted by applicable law, the liability of Musco, if any, for any allegedly defective Covered Product(s) or components shall be limited to repair or replacement of the Covered Product(s) or components at Musco's option. THIS CONTRACT IS YOUR SOLE EXPRESS WARRANTY WITH RESPECT TO THE COVERED PRODUCT(S). ALL IMPLIED WARRANTIES WITH RESPECT TO THE COVERED PRODUCT(S) INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY EXCLUDED.
- c. For the purposes of and by your acceptance of this Contract you acknowledge and agree that if a surety bond ("Bond") is provided the warranty and/or maintenance guarantee provided for in this Contract and any corresponding liability on behalf of the issuing surety under the Bond is limited to the first **twelve (12) months** of said warranty and/or maintenance guarantee coverage period. Any warranty and/or guarantee coverage period in excess of said initial 12 month period does not fall within the scope of the Bond and shall be the sole responsibility of Musco.
- d. Musco requires reasonable access for a crane or man lift equipment to service the lighting system. Musco will not be responsible for damage from operating the vehicle on the property when the equipment is operated in the prescribed manner over the designated access route.
6. **Transfer and Assignment:** Except to owners, you shall not have the right to assign or otherwise transfer your rights and obligations under this Contract except with the prior written consent of Musco; however, a successor in interest by merger, operation of law, assignment or purchase or otherwise of your entire business shall acquire all of your interests under this Contract.
7. **Governing Law:** Unless otherwise governed by applicable state law, the Contract shall be interpreted and enforced according to the laws of the State of Iowa.
8. **Subrogation:** In the event Musco repairs or replaces any Covered Product(s), parts or components due to any defect for which the manufacturer or its agents or suppliers may be legally responsible, you agree to assign your rights of recovery to Musco. You will be reimbursed for any reasonable costs and expenses you may incur in connection with the assignment of your rights. You will be made whole before Musco retains any amounts it may recover.

Signature: _____

Vice President of Sales



10 Year Warranty

Equipment

Musco warrants your lighting system (excluding fuses and lamps) to be free from defects in materials and workmanship for a period of ten years starting from the date of shipment.

Two Years Labor — Musco agrees to provide labor and materials for a period of two years to replace defective parts or repair defects in workmanship or, at its election, to pay the reasonable cost of labor for such repairs. For the remainder of the warranty period, replacement materials will be provided at no charge. Labor costs will be the owner's expense.

Lamps

Lamps are warranted not to fail for two years from the date of shipment. Lamps which fail during the first year of the warranty period will be replaced and installed at no cost to the owner.

Lamps which fail during the second year of the warranty period will be replaced by the manufacturer, but installation will be the owner's responsibility. Lamps damaged by physical trauma or electrical surges are not covered by this warranty.

Alignment

Musco warrants accurate alignment of the luminaires on the luminaire assembly for a period of ten years starting from the date of shipment.

Limitations

The following are not covered by this warranty:

- Fuses
- Weather condition events such as lightning or hail damage
- Improper installation, vandalism or abuse
- Unauthorized repairs or alterations

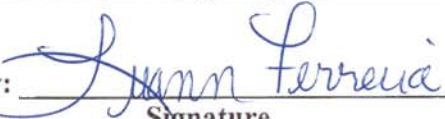
Repair and/or replacement are the complete warranty and constitute the exclusive remedy.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Form

- (1) The prospective Vendor, Musco Sports Lighting, LLC, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.
- (2) Where the Vendor is unable to certify to the above statement, the prospective Vendor shall attach an explanation to this form.

Vendor:

Musco Sports Lighting, LLC

By: 
Signature

Luann Ferreira, Vice President
Name and Title

2107 Stewart Road
Street Address

Muscatine, IA 52761
City, State, Zip

 12-31-2013
Date

Clay County

Sports Lighting Bid Sheet

Manufacturer: Musco Sports Lighting, LLC.

Address: 2107 Stewart Road

City, State, Zip Code: Muscatine, IA 52761

Contacts:

Danny Sheldon
Phone #: 352/665-0578

Email: danny.sheldon@musco.com
Fax #: 800/374-6402

Bob DeCouto
Phone#: 352/243-9999

Email: bob.decouto@musco.com
Fax #: 800/374-6402

Jason Frucht
Phone #: 954/732-5674

Email: jason.frucht@musco.com
Fax #: 800/374-6402

Fed. ID #: 42-1511754

Delivery: 4-6 weeks F.O.B. Destination

MUSCO LIGHTING PRICING - All prices are delivered to the job site – Terms: Net 30 days upon delivery
For installed packages, 25% down payment is requested.

BASE BID LIGHTING EQUIPMENT DESCRIPTION

LIGHT-STRUCTURE GREEN™ SYSTEM (LSG)

Equipment Pricing includes: Precast Concrete Bases, Galvanized Steel Poles, Fixtures, Pole Top Luminaire Assemblies, Electrical Component Enclosures, and Wire Harnesses.

WARRANTY AND GUARANTEE (LSG)* 25-Year Warranty: Manufacturer shall supply a signed warranty covering the entire system for 25 years. Warranty shall guarantee light levels; lamp replacements; system energy consumption; monitoring, maintenance and control services, spill light control, and structural integrity. Manufacturer shall maintain specifically-funded financial reserves to assure fulfillment of the warranty for the full term. Warranty may exclude fuses, storm damage, vandalism, abuse and unauthorized repairs or alterations.

All warranty and maintenance agreements on all facilities except tennis/roller hockey are based upon 600 hours or less on annual usage. The tennis, roller hockey, skate park and outdoor basketball courts warranty and maintenance agreement is based upon 1000 hours or less of annual usage. If annual usage exceeds the hours noted above, an extension of the warranty/maintenance agreement will be negotiated with the manufacturer on a project by project basis.

SPORTSCLUSTER GREEN™ SYSTEM (SCG)

Equipment Pricing includes: Fixtures, Luminaire Assemblies, Electrical Component Enclosures, and Wire Harnesses.

WARRANTY AND GUARANTEE (SCG)* 10-Year Warranty: Manufacturer shall supply a signed warranty providing all materials and labor to maintain operation of your lighting system to original design covering the entire system for 10 years from the date of shipment, or until maximum hours of coverage have accumulated, whichever comes first. Warranty may exclude fuses, storm damage, vandalism, abuse and unauthorized repairs or alterations. The Constant 10 Warranty is contingent upon site review for compatibility with Musco's lighting system.

LIGHT-PAK SYSTEM™

Equipment Pricing includes: Luminaire Assemblies, Electrical Component Enclosures.

WARRANTY AND GUARANTEE (LIGHT-PAK) 10-Year Warranty: Manufacturer shall supply a signed warranty covering the entire system, excluding fuses and lamps, for 10 years from the date of shipment. Labor shall be included for 2 years. Lamps shall be warranted for 2 years for parts, and 1 year for labor. Warranty may exclude fuses, storm damage, vandalism, abuse and unauthorized repairs or alterations.

Section I - Musco Lighting Price List

Note: For field sizes and pole locations not covered below, use fixture and pole adjustments found in Adders section of the bid page. Manufacturer shall provide design for actual field, plus the design of the field that most closely relates to actual field, for comparative purposes.

Tennis – Standard pole locations are 6' beyond the serving line and 3' outside the fence. Pricing and pole sizing for tennis courts are also applicable to roller hockey and skate parks.

Size	Light Level	LSG 130 ULT 2010 Price	SCG Price
2 Ct	50 fc	\$48,500	\$32,200
3 Ct	50 fc	\$62,700	\$42,600
4 Ct	50 fc	\$83,300	\$53,300

Outdoor Basketball – Standard pole locations are 15' outside the fence on the center line

Size	Light Level	LSG 130 ULT 2010 Price	SCG Price
1 Ct	40 fc	\$27,000	\$20,200
2 Ct	40 fc	\$35,700	\$25,600

Light-Pak

Fixtures	Light-Pak Price
8	\$8,700
12	\$11,300

Baseball (90' Base path) – Standard A-pole locations are 50' down line and 55' off for a 90' base path.

Standard B-pole locations are 5' beyond the outfield radius and 10' off the foul line for a 4-pole design and are at a distance down the line of $((\text{Foul Line} + \text{Basepath})/2 \times 0.5)$ and 40' off the foul line for a 6-pole and 8-pole design. Standard C-pole locations are 5' beyond the outfield radius at an angle of 20 degrees from the foul line for a 6-pole design and 10 degrees from the foul line for an 8-pole design. Standard D-pole locations are 5' beyond the outfield radius at an angle of 30 degrees from the foul line for an 8-pole design.

Size	Light Level	LSG 130 ULT 2010 Price	SCG Price
300'	50/30 fc	\$134,300	\$93,500
300'	70/50 fc	\$201,000	\$146,200
350'	50/30 fc	\$156,700	\$94,900
350'	70/50 fc	\$251,200	\$152,100
330'/400'/330'	50/30 fc	\$173,000	\$114,500
330'/400'/330'	70/50 fc	\$297,500	\$185,200
320'/360'/320'	50/30 fc	\$163,500	\$105,900
320'/360'/320'	70/50 fc	\$253,100	\$167,900

Softball/T-Ball (60' Base path) - Standard A-pole locations are 35' down line and 40' off for a 60' base path. Standard B-pole locations are 5' beyond the outfield radius and 10' off the foul line for a 4-pole design and are at a distance down the line of $((\text{Foul Line} + \text{Basepath})/2 \times 0.5)$ and 40' off the foul line for a 6-pole and 8-pole design. Standard C-pole locations are 5' beyond the outfield radius at an angle of 20 degrees from the foul line for a 6-pole design and 10 degrees from the foul line for an 8-pole design. Standard D-pole locations are 5' beyond the outfield radius at an angle of 30 degrees from the foul line for an 8-pole design.

Size	Light Level	LSG 130 ULT 2010 Price	SCG Price
150'	30 fc	\$51,300	\$34,900
175'	50/30 fc	\$61,400	\$42,300
185'	50/30 fc	\$65,400	\$46,400
200'	50/30 fc	\$68,300	\$48,400
200'	70/50 fc	\$115,600	\$78,000
225'	50/30 fc	\$87,800	\$57,000
225'	70/50 fc	\$106,400	\$74,600
250'	50/30 fc	\$93,400	\$61,700
250'	70/50 fc	\$141,000	\$100,100
275'	50/30 fc	\$106,200	\$70,600
275'	70/50 fc	\$160,400	\$117,800
300'	50/30 fc	\$117,700	\$82,000
300'	70/50 fc	\$182,700	\$127,300
320'	50/30 fc	\$135,100	\$90,900
320	70/50 fc	\$198,100	\$143,500

Soccer – Standard pole locations for a 4-pole design would be located at a distance of (Field Length/2 – ((Field Width/2 + Setback) x 0.40)) from the center line, with setbacks from the field as given above. Standard outside pole locations for a 6-pole design would be located at a distance of (Field Length/2 – ((Field Width/2 + Setback) x 0.28)) from the center line, with setbacks from the field as given below.

Size	Light Level	Set-back	LSG 130 ULT 2010 Price	SCG Price
330'x160'	30 fc	30'	\$78,600	\$57,700
330'x160'	50 fc		\$124,600	\$97,900
330'x180'	30 fc	30'	\$96,400	\$67,300
330'x180'	50 fc		\$132,200	\$102,500
330'x210'	30 fc	30'	\$99,800	\$70,700
330'x210'	50 fc		\$140,300	\$105,800
330'x225'	30 fc	30'	\$105,800	\$75,600
330'x225'	50 fc		\$152,700	\$114,100
360'x160'	30 fc	30'	\$93,800	\$65,900
360'x160'	50 fc		\$140,300	\$105,800
360'x180'	30 fc	30'	\$93,800	\$65,900
360'x180'	50 fc		\$140,300	\$105,800
360'x210'	30 fc	30'	\$105,800	\$75,600
360'x210'	50 fc		\$152,700	\$114,100
360'x225'	30 fc	30'	\$112,300	\$82,300
360'x225'	50 fc		\$162,200	\$123,800
360'x240"	30 fc	30'	\$112,300	\$82,300
360'x240'	50 fc		\$172,300	\$128,600

Football – Standard pole locations are located at the 15 yard line, with setbacks from the field as given below.

Size	Light Level	Set-back	LSG 130 ULT 2010 Price	SCG Price
No track	30 fc	60'	\$104,300	\$75,000
No track	50 fc		\$150,500	\$112,800
No track	100 fc		\$299,300	\$218,800
No track	30 fc	80'	\$117,000	\$85,700
No track	50 fc		\$185,900	\$131,800
No track	100 fc		\$312,300	\$235,700
No track	30 fc	100'	\$133,900	\$95,400
No track	50 fc		\$194,200	\$142,700
No track	100 fc		\$378,300	\$255,000
No track	30 fc	120'	\$169,900	\$114,300
No track	50 fc		\$251,900	\$173,300
No track	100 fc		\$464,200	\$296,500

Section II – Adders/Deducts

- A. The above pricing is based upon 130 ULT wind zone. For each 10 mph increase in wind zone, the equipment price will increase by 5%.
- B. Florida Building Code, 2010 edition with supplement for public schools will add up to 20% to the price of the job plus any applicable wind zone increase adder.
- C. Broward County and Miami-Dade County for HVHZ wind zone will add up to 30% to the price of the job plus any applicable wind zone increase adder.
- D. Purchase of additional lighting for security, special areas, or replacing lights on existing poles and non-standard field sizes or pole locations. \$ 3,000 per fixture
- E. Control Link Retrofit Adder \$7,500 per unit
- F. Additional Control Link Unit necessary due to additional electrical services \$5,000 per unit
- G. Osprey Nest Platforms \$3,000 each
- H. Adder for additional spill and glare control \$3,500 per pole

Section III – Labor Costs

A. Pole Installation (price per pole)

Pole Height	LSG 130 ULT 2010 Price
40'	\$3,600
50'	\$3,700
60'	\$4,000
70'	\$4,600
80'	\$5,600
90'	\$6,500
100'	\$8,300
110'	\$13,500

- B. Sub-Standard Soil Conditions – The above installation price is based upon 130 mph ULT wind zone installed in standard class 5 soils. If sub-standard soil conditions exist, it is understood that there may be additional costs associated with a sub-standard soil installation and owner agrees to accept the additional costs. In addition, because wind zones sometimes impact pole size, there may be a 5% increase in the cost of installation for each 10 mph increase in wind zone.
- C. Removal of Existing Concrete Poles \$4,000 per pole
- D. Removal of Existing Wooden Poles \$1,500 per pole
- E. Installation of Fixtures on Existing Poles \$5,200 per pole
- F. Installation of Control Link Retrofit \$1,800 per unit

Section IV – Electrical Costs

A. Service Options

Option A – 200 Amp Service (Section IV, A, 1)	<u>\$11,000 each</u>
Option B – 400 Amp Service (Section IV, A, 1)	<u>\$18,500 each</u>
Option C – 600 Amp Service (Section IV, A, 1)	<u>\$22,500 each</u>
Option D – 800 Amp Service (Section IV, A, 1)	<u>\$25,000 each</u>

B. Conduit, Pull Boxes and Conductors

1. Wiring from Panel to Contactors

- a. Connect wiring from one 3 pole, 30 amp breaker to one 3 pole, 30 amp contactor using 3-#6 conductors, max distance of 10 feet \$ 90 each
- b. Connect wiring from one 3 pole, 60 amp breaker to one 3 pole, 60 amp contactor using 3-#4 conductors, max distance of 10 feet \$100 each

2. Wiring from Contactors to Poles
 - a. 2 ½" PVC with (4) 3/0 \$ 35 per foot
 - b. 4" PVC with (4) 500mcm \$ 65 per foot
 - c. (2) 4" PVC with (4) 300mcm \$ 85 per foot
 - d. 2" PVC with (4) #1 THWN conductors \$ 25 per foot
3. Copper Conductors in PVC Conduit pricing is based on a 500' maximum distance. After 500' the per foot pricing will apply.
 - a. 10 \$4,700.00 \$5.00 per foot
 - b. 8 \$5,200.00 \$7.50 per foot
 - c. 6 \$5,400.00 \$10.00 per foot
4. Pull Boxes
 - a. Brooks 38T pull box with 8" x 8" x 6" PVC box Inside \$ 500 each
 - b. Connect 4-#1 conductors from pull box to sports lighting pole, maximum distance of 10 feet \$ 110 each
- C. Installation of Contactor Cabinets
 - a. 48" Cabinet \$5,000 each
 - b. 72" Cabinet \$7,500 each
- D. Lightning Protection
 1. Surge Arrestor – protection at remote electrical enclosure \$ 1,050 each
 2. Surge Arrestor – protection on line side of panel \$ 8,600 each
- E. Pole Grounding
 1. Provide and install ground rods for poles 70' and below \$750 per pole
 2. Provide and install ground rods for poles 80' and above \$1,250 per pole

Section V – Engineered Plans

- A. Electrical Engineering Drawings, sealed by P.E.
 1. Adder for 200 amp service \$ 5,750 each
 2. Adder for 400 amp service \$ 8,625 each
 3. Adder for 600 amp service \$13,800 each
 4. Adder for 800 amp service \$23,000 each
- B. Structural Engineering Drawings, sealed by P.E.
 1. Foundation and pole plans based on assumed soils \$1,150 per project
 2. Foundation and pole plans based on geotech report \$2,875 per project
- C. Geotech report \$8,625 per project
- D. Bonding (over \$200,000) \$1,785 per \$100,000
- E. Site survey \$2,875 per project
- F. Project management \$5,750 per project

Section VI - Yearly Adjustments

- A. During the term of this contract, technical upgrades to these products may periodically become available and will be offered to the owner. Musco reserves the right to supply upgraded technology provided it maintains the on-field lighting performance, enhances benefits and does not exceed the prices bid when applied to a project application under the current contract provisions.
- B. During the term of this contract, NEW products with IMPROVED technology may become available. Musco reserves the right whether or not to offer new products to the owner based upon the application, and it is at the owner's discretion whether or not to accept the associated, increased costs of the new, improved technology.
- C. During the term of this contract if the state of Florida Building Codes/Wind speeds change, Musco reserves the right to adjust pricing accordingly.

I. SPORTS LIGHTING – LIGHT-STRUCTURE GREEN™ SYSTEM

A. BASE BID LIGHTING EQUIPMENT

The primary goals of this sports lighting specification are:

- 1. Life Cycle Costs: In order to reduce the operating budget, the preferred lighting system shall be energy efficient and cost effective to operate. All maintenance costs shall be eliminated, and the fields should be proactively monitored to detect fixture outages over a twenty-five (25) year life cycle. To allow for optimized use of labor resources and avoid unneeded operation of the facility, customer requires a remote on/off control system for the lighting system.
- 2. Environmental Light Control: It is the primary goal of this project to minimize spill light and glare.
- 3. Guaranteed Light Levels: Selection of appropriate light levels impact the safety of the players and the enjoyment of spectators. Therefore the lighting system shall be designed such that the light levels are guaranteed for a period of twenty-five (25) years.

B. LIGHTING PERFORMANCE / PLAYABILITY

The manufacturer shall supply lighting equipment to meet the following performance and life cycle cost criteria:

Playing surfaces shall be lit to an average constant light level and uniformity as specified per the bid sheet. Light levels shall be held constant for 5,000 hours. Lighting calculations shall be developed and field measurements taken on the grid spacing with the minimum number of grid points specified on the bid sheet.

C. LIFE CYCLE COST

- 1. Energy Consumption: The kWh consumption for the field lighting system shall be calculated by the following criteria:
luminaries x kw demand x kw rate of .11/hr x annual usage of 600 hours x 25 years. Tennis courts, skate parks, roller hockey and outdoor basketball courts will be based on an annual usage of 1,000 hours.
- 2. Complete Lamp Replacement: Manufacturer shall include the appropriate number of group lamp replacements to be completed at end of each 5,000 hours of operation. For the purpose of the bid, it is assumed that the field(s) will be operated 600 hours per year or 10,000 hours during a 25 year period. Manufacturer shall warrant the system to meet designed light levels upon completion of these relamps.

3. Preventative and Spot Maintenance: Manufacturer shall provide all preventative and spot maintenance, including parts and labor for 25 years on the system from the date of equipment delivery. Lamp outages shall be repaired when they materially impact the usage of any field. Owner agrees to check fuses and maintain as necessary in the event of a fixture outage prior to calling the manufacturer.
4. Remote Monitoring System: System shall monitor lighting performance and notify manufacturer if individual luminaire outage is detected so that appropriate maintenance can be scheduled. The manufacturer shall notify the owner of outages within 24 hours, or the next business day. The controller shall determine switch position (Manual or Auto) and contactor status (open or closed).
5. Remote Lighting Control System: System shall include lighting contactors. System shall allow owner and users with a security code to schedule on/off system operation via a web site, phone, fax or email up to ten years in advance. Manufacturer shall provide and maintain a two-way TCP/IP communication link. Trained staff shall be available 24/7 to provide scheduling support and assist with reporting needs.

The owner may assign various security levels using a user code and password to schedulers by function and/or fields. This function must be flexible to allow a range of privileges such as full scheduling capabilities for all fields, to only having permission to execute "early off" commands by phone or extend the field usage.

On site equipment shall include Manual Off-On-Auto Switches to allow for maintenance, and shall accept and store 7-day schedules. The controller shall be protected against power outages / memory loss and shall reboot once power is regained and execute any commands that would have occurred during outage.

6. Management Tools: Manufacturer shall make available a web-based database of actual field usage and provide reports by facility and user group.
7. Communication Costs: Manufacturer shall include communication costs for operating the controls and monitoring system for a period of 25 years.

II. SPORTS LIGHTING - SPORTSCLUSTER GREEN™ SYSTEM

A. BASE BID LIGHTING EQUIPMENT

The primary goals of this sports lighting specification are:

1. Life Cycle Costs: In order to reduce the operating budget, the preferred lighting system shall be energy efficient and cost effective to operate.
2. Environmental Light Control: It is the primary goal of this project to minimize spill light and glare.
3. Guaranteed Light Levels: Selection of appropriate light levels impact the safety of the players and the enjoyment of spectators. Therefore the lighting system shall be designed such that the light levels are guaranteed for a period of ten (10) years.

B. LIGHTING PERFORMANCE / PLAYABILITY

The manufacturer shall supply lighting equipment to meet the following performance and life cycle cost criteria:

Playing surfaces shall be lit to an average constant light level and uniformity as specified per the bid sheet. Light levels shall be held constant for 5,000 hours. Lighting calculations shall be developed and field measurements taken on the grid spacing with the minimum number of grid points specified on the bid sheet.

C. LIFE CYCLE COST

1. Energy Consumption: The average kWh consumption shall be calculated by the following criteria: # luminaires x kw demand x kw rate of .11/hr x annual usage of 600 hours x 25 years. Tennis courts, skate parks, roller hockey and outdoor basketball courts will be based on an annual usage of 1,000 hours.

III. LIGHTING SYSTEM CONSTRUCTION

A. SYSTEM DESCRIPTION

Lighting system shall consist of the following:

1. Galvanized steel poles and crossarm assembly (LSG Only)
Enhanced corrosion protection package:
 - a. Exposed carbon steel horizontal surfaces on the cross arm assembly shall be galvanized to a five (5) mil minimum average thickness.
 - b. Exposed die cast aluminum components shall be Type II anodized per MIL-STD-8625 and coated with high performance polyester.
 - c. Exposed extruded aluminum components shall be Type II anodized per MIL-STD-8625 and coated with high performance polyester.
2. Pre-stressed concrete base embedded in concrete backfill (LSG Only)
3. All luminaires shall be constructed with a die-cast aluminum housing to protect the luminaire reflector system.
4. Luminaire, visor, and crossarm shall withstand 150 mph winds and maintain luminaire aiming alignment.
5. Manufacturer will remote all ballasts and supporting electrical equipment in aluminum enclosures mounted approximately 10' above grade. The enclosures shall include ballast, capacitor and fusing for each luminaire. Safety disconnect per circuit for each pole structure will be located in the enclosure.
6. Wire harness complete with an abrasion protection sleeve, strain relief and plug-in connections for fast, trouble free installation.
7. Controls and Monitoring Cabinet to provide on-off control and monitoring of the lighting system, constructed of NEMA Type 4 aluminum. Communication method shall be provided by manufacturer. Cabinet shall contain custom configured contactor modules for 30, 60, and 100 amps, labeled to match field diagrams and electrical design. Manual Off-On-Auto selector switches shall be provided. (Standard LSG/Optional SCG)

B. MANUFACTURING REQUIREMENTS

All components shall be designed and manufactured as a system. All luminaires, wire harnesses, ballast and other enclosures shall be factory assembled, aimed, wired and tested.

C. DURABILITY

All exposed components shall be constructed of corrosion resistant material and/or coated to help prevent corrosion. All exposed steel shall be hot dip galvanized per ASTM A123. All exposed hardware and fasteners shall be stainless steel of at least 18-8 grade, passivated and polymer coated to prevent possible galvanic corrosion to adjoining metals. All exposed aluminum shall be powder coated with high performance polyester. All exterior reflective inserts shall be anodized, coated with a clear, high gloss, durable fluorocarbon, and protected from direct environmental exposure to prevent reflective degradation or corrosion. All wiring shall be enclosed within the crossarms, pole, or electrical components enclosure.

D. LIGHTNING PROTECTION

LSG: Integrated lightning grounding via concrete encased electrode grounding system as defined by NFPA 780 and be UL Listed per UL 96 and UL 96A.

SCG: or if grounding is not integrated into the structure, the Manufacturer shall supply grounding electrodes, copper down conductors and exothermic weld kits. Electrodes and conductors shall be sized as required by NFPA 780. The grounding electrode shall be not less than 5/8 inch diameter and 8 feet long, with a minimum of 10 feet embedment. Grounding electrode shall be connected to the structure by a grounding electrode conductor with a minimum size of 2 AWG for poles with 75 feet mounting height or less, and 2/0 AWG for poles with more than 75 feet mounting height.

E. SAFETY

All system components shall be UL Listed for the appropriate application.

F. ELECTRIC POWER REQUIREMENTS FOR SPORTS LIGHTING EQUIPMENT

Maximum total voltage drop to the disconnect switch located on the poles shall not exceed three (3) percent of rated voltage.

1. Voltage/Phase to be determined for each specific site.

IV. DELIVERY TIMING

The equipment must be on site 4-6 weeks from the receipt of approved submittals and receipt of complete order information.

V. STRUCTURAL PARAMETERS

A. BUILDING CODE

The base bid of the lighting system must comply with Florida Building Code Edition 2010, 130 mph ULT.

B. STRUCTURAL DESIGN

The stress analysis and safety factor of the poles shall conform to AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals.

C. SOIL CONDITIONS

The design criteria for these specifications are based on soil design parameters as outlined in the geotechnical report. If a geotechnical report is not provided by the owner, the foundation design shall be based on soils that meet or exceed those of a Class 5 material as defined by 2010 FBC, Table 1804.2.

D. FOUNDATION DRAWINGS

Project specific foundation drawings stamped by a registered engineer in the state where the project is located are required. The foundation drawings must list the moment, shear (horizontal) force, and axial (vertical) force at ground level for each pole. These drawings must be submitted within 14 days of purchase.

VI. FIELD QUALITY CONTROL

A. ILLUMINATION MEASUREMENTS

Upon substantial completion of the project and in the presence of the Contractor, Project Engineer, Owner's Representative, and Manufacturer's Representative, illumination measurements shall be taken and verified. The illumination measurements shall be conducted in accordance with IESNA LM-5-04.

VII. POLE CONSTRUCTION, POLE REMOVAL, AND RELIGHT

A. POLE INSTALLATION

Provide pricing for labor to install owner furnished poles & fixtures. Price will include unloading of the equipment upon arrival to job site, excavation of holes, assembly of the poles and luminaires, all wiring from the remote electrical enclosure to the luminaires, proper grounding, installation of the pre-stressed foundations with concrete backfill, pole erection and aiming. Installation assumes standard soils of 2000 psf with no rock or abnormal collapsing holes.

B. REMOVAL OF EXISTING POLES OR STRUCTURES

Provide pricing for labor to take down existing poles, structures and fixtures and remove them to a staging area on the job site designated by the owner. Concrete and steel poles will be completely removed. Poles will be cut at base – foundations will not be removed but cut and jack-hammered to a foot below grade. Wood poles may be cut off 2 feet below grade, as long as the stumps are covered back with soil.

C. INSTALLATION OF FIXTURES ON EXISTING POLES

Provide pricing for labor to take down existing fixtures and remove them to a staging area on the job site designated by the owner. The cost will also include labor to install the new fixtures on the existing structure. Installation assumes that the pole structure and wiring will be sufficient to handle the new fixtures. Owner assumes all responsibility of structural integrity of existing poles.

D. OWNER AND BIDDER RESPONSIBILITIES

1. Owner's Responsibilities:

- a. Provide total access to the site and pole locations for construction. Equipment must be able to move from location to location on standard rubber tires – no towing required.
- b. Remove any trees, limbs, shrubs, etc. for total access to pole locations.
- c. Survey in pole locations and aiming points (one per field) for sighting in lighting cross-arms. Mark home plate, foul lines, and field boundary lines. Final grade elevations will also need to be marked if necessary.
- d. Removal, replacement, and repair of all fencing necessary for construction.
- e. Repair and replacement of any field turf, asphalt, curbs, and concrete inadvertently damaged during installation.
- f. Provide area on site for disposal of spoils from foundation excavation.
- g. Locate and mark existing underground utilities not covered by "One Call" and irrigation systems including sprinkler heads prior to excavation. Bidder will not be responsible for repairs to unmarked utilities.
- h. Pay for any power company fees and requirements. **(If necessary).**
- i. Additional charges will apply for foundation excavation and construction in non-standard soils (rock, caliche, high water table, collapsing holes, alluvial soils, etc.). Standard soils are defined as Class 5 soils in the 2010 edition of the Florida Building Code and can be excavated using standard earth auguring equipment.
- j. Provide a source of water such as a fire hydrant or 2" water line for foundation excavation. Pay for any and all fees associated with the water access and usage.
- k. Pay for any and all permitting fees.

2. Bidder's Responsibilities:

- a. Provide required poles, fixtures, foundations, and associated designs.
- b. Provide structural design for poles and foundations, certified by a professional engineer licensed in the State of Florida.
- c. Provide layout of pole locations and aiming diagram.
- d. Provide light test upon completion of works once owner supplied electrical system is energized.
- e. Provide review of electrical design as provided by Electrical Contractor or Electrical Engineer.
- f. Provide bonding per State of Florida requirements.
- g. Provide equipment and materials to off load equipment at jobsite per scheduled delivery.
- h. Provide storage containers for material, including ballast enclosures.
- i. Provide adequate trash container for cardboard waste and packing debris.
- j. Provide adequate security to protect delivered products from theft, vandalism or damage during the installation.
- k. Obtain any and all required permits. Costs to be paid by Owner.
- l. Make appropriate contact to ensure utility locations have been marked prior to excavation and trenching. Repair any damage to existing utilities made during construction.

- m. Provide materials and equipment to install Light Structure System foundations as specified on Layout.
- n. Remove augured spoils to owner-designated location at jobsite.
- o. Provide materials and equipment to assemble and install Light Structure Green™ fixtures and terminate all necessary wiring.
- p. Provide equipment and materials to assemble and erect Light Structure System Poles.

VIII. ELECTRICAL SUPPLY LABOR/EQUIPMENT

A. ELECTRICAL SERVICES

All services are to be quoted at 277/480 volt three phase. Base all service feeders on a length of 150 feet at a burial depth of 36" with no obstructions in the path. Provide lump sum costs for equipment and labor to install each of the following four options:

1. Option A
 - a. 200 amp three phase meter can
 - b. 200 amp main circuit breaker N3R 42 circuit panel with 8 three pole 30 amp breakers.
 - c. Service feeders. (4) 3/0 conductors in a 2 ½" raceway. 150'
 - d. Build Service Rack out of 2" galvanized pipe with galvanized uni-strut to accommodate meter can, electrical panel and one lighting contactor cabinet sized at 72" high, 36" wide and 12" deep. The lighting contactor cabinet will be provided by the sports lighting manufacturer and installed.
 - e. Pull necessary permits
2. Option B
 - a. 400 amp three phase meter can
 - b. 400 amp main circuit breaker N3R 42 circuit panel with 8 three pole 60 amp breakers.
 - c. Service feeders. (4) 500 mcm conductors in a 4" raceway. 150'
 - d. Build Service Rack out of 2" galvanized pipe with galvanized uni-strut to accommodate meter can, electrical panel and one lighting contactor cabinet sized at 72" high, 36" wide and 12" deep. The lighting contactor cabinet will be provided by the sports lighting manufacturer and installed.
 - e. Pull necessary permits.
3. Option C
 - a. 600 amp three phase meter can
 - b. 600 amp main circuit breaker N3R 42 circuit panel with 12 three pole 60 amp breakers.
 - c. Service feeders. (2) 4" raceways with (4) 300 mcm conductors in a 4" raceway. 150'
 - d. Build Service Rack out of 3" galvanized pipe with galvanized uni-strut to accommodate meter can, electrical panel and one lighting contactor cabinet sized at 72" high, 36" wide and 12" deep. The lighting contactor will be provided by the sports lighting manufacturer and installed.
 - e. Pull necessary permits.
4. Option D
 - a. 800 amp three phase CT enclosure
 - b. 800 amp three phase CT meter can
 - c. 800 amp main circuit breaker N3R 42 circuit panel with 12 three pole 80 amp breakers.
 - d. Service feeders (2) 4" raceways with (4) 500 mcm conductors in each raceway. 150'
 - e. Build Service Rack out of 3" galvanized pipe with galvanized uni-strut to accommodate meter can, CT enclosure, electrical panel and one lighting contactor cabinet sized at 72" high, 36" wide and 12" deep. The lighting contactor cabinet will be provided by the sports lighting manufacturer and installed.
 - g. Grounding per NEC and local building codes.
 - f. Pull necessary permits.

B. CONDUIT, PULL BOXES AND CONDUCTORS

Provide equipment and labor to install conduit, pull boxes and conductors. All installations are to be in pvc schedule 40 pipe at a burial depth of 36" with twin conductors.

C. LIGHTNING PROTECTION

Surge Arrestors: UL labeled and rated for 277/480V, 3 phase, 4 wire, as manufactured by Erico (TDX-50) or equal and shall be attached to the bottom of the remote ballast enclosure and/or on line side of main electrical panel.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/09/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Holmes Murphy & Assoc - WDM PO Box 9207 Des Moines, IA 50306-9207	1-800-247-7756	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
INSURED Musco Sports Lighting, LLC Attn: Carrie Ferguson P O Box 808 Oskaloosa, IA 52577		INSURER(S) AFFORDING COVERAGE INSURER A: EMPLOYERS MUT CAS CO A XII INSURER B: STARR IND & LIAB CO A XIV c/o RT INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 21415 38318	

COVERAGES

CERTIFICATE NUMBER: 37234459

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVP	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC		2D5362514	07/01/13	07/01/14	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS		2E5362514	07/01/13	07/01/14	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$		1000010100	07/01/13	07/01/14	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	2S5362514 (Non Ded States) 2Z5362514 (All Other States) 2P5362514 (Florida) 2M5362514 (New Jersey)	07/01/13 07/01/13 07/01/13 07/01/13	07/01/14 07/01/14 07/01/14 07/01/14	☒ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: RFP #13/14-8, Various Equipment and Amenities for Parks and Playgrounds
Clay County, a political subdivision of the State of Florida, the Board of County Commissioners, Clay County, Florida and all public agencies of Clay County, as their interests may appear are included as Additional Insureds on General Liability for work performed by the named insured when required by written contract or agreement.

CERTIFICATE HOLDER

CANCELLATION

Clay County Purchasing Division PO Box 1366 Green Cove Springs, FL 32043-1366 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS FOR OTHER
PARTIES WHEN REQUIRED IN WRITTEN
CONSTRUCTION AGREEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. SECTION II – Who Is An Insured is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of:

- (1) Your ongoing operations for an additional insured; or
- (2) "Your work" for the additional insured and included in the "products-completed operations hazard" but only if:
 - (a) A written contract requires you to provide such coverage to such additional insured; and
 - (b) The coverage form to which this endorsement is attached provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

However, the insurance afforded to such additional insured described above:

- c. Only applies to the extent permitted by law; and
- d. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. There is no coverage for the additional insured for "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured. If, however, a written contract requires you to defend or indemnify the additional insured for the additional insured's sole negligence, then the coverage for the additional insured shall conform to what is required in such written contract and to the extent permitted by law.

- C. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

2. "Bodily injury", "property damage" or "personal and advertising injury" arising out of any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this coverage form.

- D. Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether that insurance is primary, excess, contingent or on any other basis, unless you have specifically agreed in a written contract that this insurance be primary.

When coverage is provided to an additional insured on a primary basis pursuant to the terms in this endorsement, we will not seek contribution from any other insurance available to the additional insured if a written contract requires that this insurance be noncontributory.

- E. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph A.1.; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

- F. All other terms and conditions of this policy remain unchanged.

**STATE OF FLORIDA****DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION****ELECTRICAL CONTRACTORS LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783****(850) 487-1395****FLESNER, MARK J
MUSCO SPORTS LIGHTING, LLC.
100 1ST AVE W
OSKALOOSA IA 52577**

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

**STATE OF FLORIDA AC# 6189722
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION****ECA000891 07/06/12 128003235****CERTIFIED ELECTRICAL CONTRACTOR
FLESNER, MARK J
MUSCO SPORTS LIGHTING, LLC.****IS CERTIFIED under the provisions of Ch.489 FS
Expiration date: AUG 31, 2014 L12070601308**

DETACH HERE

THIS DOCUMENT HAS A COLORED BACKGROUND • MICROPRINTING • LINEMARK™ PATENTED PAPER

AC# 6189722**STATE OF FLORIDA****DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
ELECTRICAL CONTRACTORS LICENSING BOARD****SEQ# L12070601308**

DATE	BATCH NUMBER	LICENSE NBR	
07/06/2012	128003235	ECA000891	Additional Business Qualification

The ELECTRICAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2014

**FLESNER, MARK J
MUSCO SPORTS LIGHTING, LLC.
1601 9TH AVENUE EAST
OSKALOOSA IA 52577****RICK SCOTT
GOVERNOR****KEN LAWSON
SECRETARY**

DISPLAY AS REQUIRED BY LAW

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) Musco Corporation	
	Business name/disregarded entity name, if different from above Musco Sports Lighting, LLC	
	Check appropriate box for federal tax classification: ☐ Individual/sole proprietor ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ ☐ Other (see instructions) ▶ _____	
	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____	
	Address (number, street, and apt. or suite no.) 100 1st Ave West; PO Box 808 City, state, and ZIP code Oskaloosa IA 52577 List account number(s) here (optional)	
Requester's name and address (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-			-		
Employer identification number								
4	2	-	1	1	0	7	4	5

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ <i>Debra H. Blunt</i>	Date ▶ <i>10-14-2013</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA

NOTICE OF INTENT TO AWARD BID

RFP NO 13/14-8, Various Equipment and Amenities for Parks and Playgrounds

In accordance with the provisions of Section 8.N of the Clay County Purchasing Policy, notice is hereby given and posted of the decision of the Board of County Commissioners of Clay County, Florida (hereinafter the "Board") with respect to RFP No. 13/14-8, Various Equipment and Amenities for Parks and Playgrounds. Responses to RFP No. 13/14-8 were opened on January 7, 2014. During its regular meeting on February 11, 2014, the Board rendered its decision to award RFP No 13/14-8 to multiple companies and this notice of intent to award bid is the official notification regarding said selection. The decision of the Board is final. Failure to file a protest within the time prescribed in Section 8.N of the Clay County Purchasing Policies shall constitute a waiver of proceedings under Section 8.N Bid Awards and Protests.

Stephanie C. Kopelousos
County Manager

Date of Posting:

02/12/14

Date of Removal:

02/18/14

Time of Posting:

8:45 a.m.

Time of Removal:

8:55 a.m.

Initials:

DF

Initials:

DF



**CLAY COUNTY
FLORIDA**

Purchasing Division
P.O. Box 1366
477 Houston Street
4th Floor, Admin Building
Green Cove Springs, FL
32043-0367

Area Code: 904
Phone: 278-3761
529-3761
Fax: 278-3728

County Manager
Stephanie C. Kopelousos

Commissioners:
Wendell D. Davis
District 1

Douglas P. Conkey
District 2

Diane Hutchings
District 3

T. Chereese Stewart
District 4

Ronnie E. Robinson
District 5

Switchboard:
GCS (904) 284-6300
KH (352) 473-3711
KL (904) 533-2111
OP/MBG (904) 269-6300

www.claycountygov.com

January 29, 2014

MEMO TO: Stephanie Kopelousos
County Manager

FROM: Karen Thomas
Purchasing Manager

SUBJECT: Budget, Personnel, & Policy Agenda, 2/3/14

ITEM: RFP No. 13/14-8

Recommend approval to post notice of intent and to award RFP No. 13/14-8, Various Equipment and Amenities for Parks and Playgrounds to multiple companies. All bids are based upon the % discount offered for products and service. This bid is also a means for qualifying vendors for Ball Park lighting services. Qualifying vendors will be requested to provide pricing on a project by project basis. The qualified vendor providing the lowest responsive quote will be awarded the project. This will provide playground equipment, amenities and lighting for all parks in Clay County and other entities wishing to utilize this RFP. Approval will be effective after 72 hour bid protest period has expired and assuming no protests are received. Submittals are available for review in the Purchasing Department.

Funding Source: various

Att. 1 – Staff Recommendation Sheet
2 – Price Sheets
3 – Bid Tabulation Sheet

/df

Karen Thomas

BID RECOMMENDATION SHEET

January 28, 2014

Bid #13/14-8**"Various Equipment & Amenities for Parks & Playgrounds"**

<u>BIDDERS</u>	<u>Bond</u>	<u>Base Bid</u>
<u>Advanced Recreation Concepts</u>	NA	See Attached
<u>REP Services, Inc.</u>	NA	See Attached
<u>Southern Recreation</u>	NA	See Attached
<u>Playmore West, Inc.</u>	NA	See Attached
<u>J Durgan Assoc., Inc.</u>	NA	See Attached
<u>Victor Stanley, Inc.</u>	NA	See Attached
<u>Robertson Industries, Inc.</u>	NA	See Attached
<u>Recycled Plastic Factory, LLC</u>	NA	See Attached
<u>No Fault Sports Group, LLC</u>	NA	See Attached
<u>Greenfields Outdoor Fitness, Inc.</u>	NA	See Attached
<u>Regal Contractors, Inc.</u>	NA	See Attached
<u>Gulf Coast Sports, LLC</u>	NA	See Attached
<u>Bliss Products & Services, Inc.</u>	NA	See Attached
<u>Apollo Sunguard Systems, Inc.</u>	NA	See Attached
<u>Robertson Industries, Inc.</u>	NA	See Attached
<u>Miller Recreation Equip. & Design</u>	NA	See Attached
<u>Gametime, Inc.</u>	NA	See Attached
<u>Site Horizons</u>	NA	See Attached
<u>M Gay Constructors, Inc.</u>	NA	See Attached
<u>Musco Sports Lighting, Inc.</u>	NA	See Attached

Staff Assigned to Tabulate Bids & Make Recommendations:

<u>Name</u>	<u>Title</u>
<u>Ellen Mattox</u>	<u>Admin Program Mgr., Division of Parks & Recreation</u>

RECOMMENDATION:

It is staff's recommendation to accept all bids submitted. All bids are awarded based upon the % discount offered for products and services.

**PRICE AGREEMENT CONTRACT FOR VARIOUS EQUIPMENT AND AMENITIES
FOR PARKS & PLAYGROUNDS**

Bid #13/14-8

Distributor	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied
<u>Advanced Rec. Concepts</u> (321) 775-0600	Litchfield	Pavilions & Structures	3%	35%	Yes	Yes
	Highland Products	Site Furnishings	3%	35%	Yes	Yes
	R3 Recycled Play Structures	Playground Equip.	3%	35%	Yes	Yes
	Skyspan Structures	Shade Structures	3%	35%	Yes	Yes
	Zeager Playground Surfacing	Rubber surfacing	5%	NA	Yes	Yes
	Bolling Forest Products	Wood Mulch	\$55 cu. yd.	NA	Yes	Yes
	Innovative Wood Mulch	Wood Mulch	\$55 cu. yd.	NA	Yes	Yes
	Water Splash	Water Play Equip.	3%	NA	Yes	Yes
	BCI Burke	Playground Equip.	5%	35%	Yes	Yes
	Berliner Seilfabrik – Urban Designs	Cable Climbing Playground Equip.	3%	40%	Yes	Yes
	Playcraft by Krauss Craft/Exercraft	Playground & Fitness Equip.	3%	35%	Yes	Yes
	Superior International	Playground Equip.	3%	35%	Yes	Yes
	Paris/Ramparts	Fitness Equip.	3%	35%	Yes	Yes
	Sports Rock (Park Pets)	Rocks shaped like animals for climbing	3%	50%	Yes	Yes

Distributor	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied
<u>Advanced Rec. Concepts (cont.)</u>	Rubber Designs By Rainbow Turf Prod.	Playground surfacing	5%		Yes	Yes
	Nationwide Turf	Synthetic Turf	5%	NA	Yes	Yes
	Polysoft	Playground surfacing	5%	NA	Yes	Yes
	Bison	Sporting Equip.	3%	40%	Yes	Yes
	Kay Park	Park Amenities	3%	40%	Yes	Yes
	Ultra Play	Park Furniture	3%	40%	Yes	Yes
	Freenotes Harmony Park	Musical Amenities	3%	35%	Yes	Yes
	Webcoat	Tables & Benches	3%	40%	Yes	Yes
	GT Grandstands	Bleachers	3%	40%	Yes	Yes
	Ball Fabrics	Shade Structures	3%	35%	Yes	Yes
	Cedar Forest Products	Wooden Shade Structures	3%	35%	Yes	Yes
	Playspace Services, Inc.	Installer				
<u>REP Services, Inc.</u> (407) 831-9658, ext. 230	Landscape Structures	Playground Equip.	2%	45%	Yes	Yes
	Porter/Poligon	Shade Structures	2%	53%	Yes	Yes
	DuMor, Inc.	Park Amenities	2%	40%	Yes	Yes
	Anova	Park Amenities	2%	40%	Yes	Yes
	USA Shade, Inc.	Shade Structure	2%	60%	Yes	Yes

Distributor	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied
<u>REP Services, (cont.)</u>	ForeverLawn	Grass for safe-play areas	5%	Installation included in price per SF	Yes	Yes
	Vitriturf/Hanover, Inc.	Poured in place surfacing	2%	Installation included in price per SF	Yes	Yes
	Irvine Wood Recovery	Playground mulch	5%	99%	Yes	Yes
	Sof Surfaces	Tile for safe play areas	5%	33%	Yes	Yes
	Tot Turf	Poured in place surfacing	2%	Installation included in price per SF	Yes	Yes
<u>Southern Recreation, Inc.</u> (904) 387-4390 (904) 545-9870 (c)	Playland	Playground equip.; park amenities; shade structures	15%	28%	Yes	Yes
	SportsPlay	Playground equip.; shade structures	10%	28%	Yes	Yes
	Jaypro	Sports equip.	10%	28%	Yes	Yes
	Kay Park	Bleachers; park amenities	10%	28%	Yes	Yes
	Webcoat	Park amenities & shade structures	10%	28%	Yes	Yes
	Ultra Play	Playground equip.	10%	28%	Yes	Yes
	Ultra Site	Pet Park equip. & Park amenities	10%	28%	Yes	Yes
	Sitescapes	Park amenities	10%	28%	Yes	Yes
	Litchfield (SSI Structures)	Park amenities	10%	28%	Yes	Yes
	Superior Shade	Shade structures	10%	28%	Yes	Yes
	Zeager Wood Carpet	Playground surfacing	10%	28%	Yes	Yes
	Murdock	Water fountains	10%	NA	Yes	Yes

Distributor	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied
<u>Southern Recreation, Inc.</u> <u>(cont.)</u>	Sportable Scoreboards	Scoreboards	10%	Varies with project	Yes	Yes
<u>Playmore West, Inc.</u> <u>(329) 791-2400</u>	Playworld Systems	Playground Equip.	5%	30%	Yes	Yes
	Zeager	Playground surfacing	5%	75%	Yes	Yes
	X Grass	Synthetic turf	5%	Included	Yes	Yes
	Child Safe	Poured in place safety surface	5%	Included	Yes	Yes
	Shade Systems	Shade structures	5%	60%	Yes	Yes
	Classic Recreation	Shade structures & small RR bldgs.	5%	60%		
<u>J Durgan Assoc., Inc.</u> <u>(561) 654-9708</u>	Regal Contractors, Inc.	Installer				
	Greenfield Outdoor Fitness	Exercise equip. & h/c playground equip.	2%	-0-	Yes	Yes
	Apollo Sunguard	Shade structures	5%	-0-	Yes	Yes
	Henderson Recreation	Playground equip.	10%	-0-	Yes	Yes
	Everguard	Poured in place safety surface	-0-	-0-	No	Yes
<u>Victor Stanley, Inc.</u> <u>(407) 641-0241</u> <u>(407) 637-9385</u>	Victor Stanley	Planters, trashcans, park amenities	5%	25%	Yes	Yes
<u>Robertson Industries, Inc.</u> <u>(954) 882-1366</u>	Tot Turf	Poured in place safety surface	10%	Included	Yes	Yes
	Art of Flooring	Installer				

Distributor	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied
<u>Recycled Plastic Factory, LLC</u> (941) 473-1618	Recycled Plastic Factory, LLC	Park amenities	23%	NA	Yes	Yes
<u>No Fault Sports Group, LLC</u> (225) 215-7760	No Fault Sports Group, LLC	Poured in place safety surface	10%			
	Playsafe Surfacing, LLC	Installer				
<u>Greenfields Outdoor Fitness, Inc.</u> (888) 315-9037	Greenfields Outdoor Fitness, Inc.	Exercise equip. & h/c playground equip.	2%	Varies	Yes	Yes
<u>Regal Contractors, Inc.</u> (561) 906-7321	Greenfield Outdoor Fitness, Inc.	Installer	NA	40%		
	Henderson Recreation Equip., LTD	Installer	NA	35%		
	Everguard Surfacing	Installer	NA	-0-		
	Apollo Sunguard	Installer	NA	80%		
	Landscape Structures, Inc.	Installer	NA	30%		
	Playworld Systems	Installer	NA	30%		
	PlaypowerLT/LittleTikes Commercial Farmington	Installer	NA	36%		
	Miracle Recreation Equip.	Installer	NA	32%		
	Shade Systems, Inc.	Installer	NA	80%		
<u>Gulf Coast Sports, LLC</u> (855) 827-1386	Gulf Coast Sports, LLC	Bleachers, Pressboxes & park amenities	5%	3%	No	Yes

Distributor	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied
Bliss Products & Services, Inc. (904) 210-7760	ActionPlay	Safe play borders, swing parts, park amenities	5%	Priced per job	Yes	Yes
	American Mulch	Mulch	Priced per job	Priced per job	No	No
	Athletic Connection	Athletic equip.	5%	Priced per job	Yes	Yes
	Bark Park	Equip. for dog park	8%	35%	Yes	Yes
	Big Toys	Playground equip.	5%	35%	Yes	Yes
	BRP	Bleachers, park amenities	5%	Priced per job	Yes	Yes
	CemRock	Rock climbers	5%	Priced per job	No	No
	Childworks	Playground equip. & swing parts	5%	Priced per job	Yes	Yes
	Colorado Time Systems	Scoreboards	5%	Priced per job	Yes	Yes
	Compac Filtration	Equip. for water parks	5%	Priced per job	Yes	Yes
	Dero	Bicycle racks	5%	Priced per job	Yes	Yes
	Dura Play	Safety surfaces	5%	Priced per job	Yes	Yes
	DynaCushion	Safety surfaces	10%	Priced per job	No	No
	Dynamo	Sports & playground equip., rock climbing	10%	Priced per job	Yes	Yes
	Electro Mesh Scoreboard	Scoreboards	10%	Priced per job	No	No

	Elephant Play	Playground equip.	10%	35%	Yes	Yes
	Everguard	Poured in place safety surfaces	10%	Priced per job	No	No
Distributor	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied
<u>Bliss Products & Services, Inc.,</u> <u>(cont.)</u>	Everlast Climbing	Wall Climbers	10%	Priced per job	Yes	Yes
	Fibar	ADA playground safety surfaces	10%	Priced per job	Yes	Yes
	Forestry Resources	Mulch/Lumber	5%	Priced per job	No	No
	Forte	Plastic timbers for safe-play area	5%	Priced per job	Yes	Yes
	Gared Sports	Netting, field equip., sports equip.	10%	Priced per job	Yes	Yes
	GT Grandstands	Bleachers	10%	Priced per job	Yes	Yes
	Innovative Mulching	Mulch	10%	Priced per job	No	No
	Jayhawk Plastics	Park furnishings	10%	Priced per job	Yes	Yes
	Jaypro Sports	Indoor & outdoor sports equip.	5%	Priced per job	Yes	Yes
	Jensen Swings	Repair parts for swings	5%	Priced per job	Yes	Yes
	Kay Park	Playground equip.	5%	Priced per job	No	No
	Madrax	Bicycle racks	5%	Priced per job	Yes	Yes
	Most Dependable Fountains	Water fountains	5%	Priced per job	Yes	Yes
	Murdock Fountains	Water fountains	5%	Priced per job	Yes	Yes
	National Recreation Systems	Bleachers	5%	Priced per job	Yes	Yes

	Outback Shelters	Shelters	10%	Priced per job	Yes	Yes
	Play and Park Structures	Playground equip.	10%	35%	Yes	Yes
	Play Guard	Safety surfaces	5%	Priced per job	No	No
Distributor	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied
<u>Bliss Products & Services, Inc., (cont.)</u>	Playmore	Playground Equip.	5%	35%	Yes	Yes
	Playsafe Surfacing	Safety surfacing	5%	Priced per job	No	No
	Playsafer	Rubber mulch & curbing	5%	Priced per job	Yes	Yes
	Pro Mats	Netting, padding, benches, equip.	5%	Priced per job	Yes	Yes
	Rubber Recycling	Recycled rubber for safe play areas	5%	Priced per job	No	No
	Sand Lock Sandbox	Sandboxes	5%	Priced per job	Yes	Yes
	Sandee Sod, Inc.	Sod	Priced per job	Priced per job	No	No
	Shade America	Shade Structures	10%	Priced per job	Yes	Yes
	Shaw Industries	Flooring/Carpet	5%	Priced per job	No	No
	Shelterscapes	Shelters(?)	5%	Priced per job	No	No
	Spectrum	ADA pool lifts & equipment	5%	Priced per job	Yes	Yes
	Spiral Court King	Court equipment	5%	Priced per job	No	No
	Spohn Ranch/Tru Ride	Skate ramps	5%	Priced per job	Yes	Yes
	Sportsplay	Playground equip., shelters, park amenities	5%	Priced per job	Yes	Yes

	Stewart Tennis Courts	Tennis Courts	Priced per job	Priced per job	No	No
	Structural Wood Systems	Lumber	5%	Priced per job	No	No
	Suwannee Lumber	Lumber	5%	Priced per job	No	No
	Tennis Unlimited	Tennis netting	5%	Priced per job	No	No
Distributor	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied
<u>Bliss Products & Services, Inc.,</u> <u>(cont.)</u>	Terra Pad	Pads for fall zones	5%	Priced per job	Yes	Yes
	Terra Soft	Poured in place safety surface	5%	Priced per job	Yes	Yes
	Turf Evolution	Synthetic grass	5%	Priced per job	Yes	Yes
	Ultra Play	Toddlers play equip.	5%	Priced per job	Yes	Yes
	Ultra Site	Shade structures, bleachers, park amenities	5%	Priced per job	Yes	Yes
	Ultra Shade	Shade structures	5%	Priced per job	Yes	Yes
	Vortex Water Parks	Equip. for water parks	5%	Priced per job	Yes	Yes
	Webcoat	Plastic coated park amenities	5%	Priced per job	Yes	Yes
	Wood Mulch Products	Mulch	5%	Priced per job	No	No
	X-Grass	Synthetic Turf	5%	Priced per job	Yes	Yes
	Sandee Sod, Inc.	Installer				
	FunBuilders, Inc.	Installer				
	Chris Patton	Installer				

<u>Apollo Sunguard Systems, Inc.</u> (941) 925-3000	Apollo Sunguard	Shade Structures	8%	50%	Yes	Yes
	Cocozza Construction	Installer				
	Regal Contractors	Installer				
	A & W Specialty Contracting	Installer				
Distributor	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied
<u>Robertson Industries, Inc.</u> (954) 882-1366	TotTurf	Playground safety surfacing	10%	Included in MSRP discount	Yes	Yes
	Art of Flooring	Installer				
<u>Miller Recreation Equip. & Design</u> (941) 792-4580	Miracle Recreation Equipment Co.	Playground Equip.	8% \$ 0 - \$4,999 12% \$5,000 - \$9,999 15% \$10,000 - \$17,999 18% \$18,000 - \$24,999 20% \$25,000 - above	23% \$0- \$9,999 25% \$10,000 - \$24,000 26% \$25,000 - above	Yes	Yes
	Foresite Designs	Park amenities	5%	32%	Yes	Yes
	Recycled Design	Recycled park amenities	5%	32%	Yes	Yes
	Forever Lawn	Synthetic Grass	5%	NA	Yes	Yes
	Shade Systems	Shade structures	5%	NA	Yes	Yes
	Bison Sports	Sports equip.	5%	32%	Yes	Yes
	Webcoat	Coated outdoor furniture	5%	32%	Yes	Yes

	No Fault	Safety surface, mulch, turf	5%	NA	No	No
	Douglas Industries	Sports equip.	5%	32%	Yes	Yes
	Playsafer	Rubber Mulch	5%	\$10 per cu. yd	Yes	Yes
	Kay Park	Bleacher, park amenities	5%	32%	Yes	Yes
Distributor	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied
<u>Miller Recreation Equip. & Design (cont.)</u>	Murdock Fountain	Water fountains	5%	NA	Yes	Yes
	APS	Playground borders, repair parts	5%	25%	Yes	Yes
	Greenfield Outdoor Fitness	Outdoor fitness equip.	5%	30%	Yes	Yes
	Fibar	Playground safety surfacing	10%	\$10 per cu. yd.	Yes	Yes
	RCP Shelter	Covered shelters	5%	NA	Yes	Yes
	Coverworx	Prefabricated Structures	5%	NA	Yes	Yes
	Principle Recreation, Inc.	Installer				
	Playtime Installation	Installer				
	Ryan Fitzgerald Construction, Inc.	Installer				
<u>GameTime, Inc.</u> (800) 432-0162	Gametime	Playground & fitness equip.	15%	25%	Yes	Yes
	UltraPlay	Playground equip.	10%	25%	Yes	Yes
	UltraSite	Park amenities	10%	25%	No	Yes

	GT Impax	Playground safety surfacing	5%	Varies	Yes	Yes
Site Horizons (407) 641-0231 (407) 637-9385 Distributor	Zeager	Playground safety surfacing	5%	\$12 per cu. yd.	Yes	Yes
	Icon Shelter Systems	Shelters	5%	25%	Yes	Yes
	Icon Trail Series	Amenities for trails	5%	25%	Yes	Yes
	PW Athletic Mfg., LLC	Athletic equip. & park amenities	5%	25%	Yes	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied
Site Horizons (cont.)	Superior Shade, Inc.	Shade Structures	5%	30%	Yes	Yes
	Rainbow Rubber Safety Surfacing	Safety surfacing	5%	Included in price	Yes	Yes
	BCI, Burke Co.	Playground equip., surfacing, park amenities	5%	25%	Yes	Yes
	Wabash Valley	Park amenities	5%	25%	Yes	Yes
	Johnny Pitts Const.	Installer				
M. Gay Constructors, Inc. (904) 714-4001	Musco Sports Lighting	Installer for sports lighting	Priced per project per sport	Priced per project per sport	NA	Yes
Musco Sports Lighting, LLC (800) 374-6402	Musco Sports Lighting	Sports Lighting	Priced per project per sport	Priced per project per sport	NA	Yes

BID TABULATION FORM

RFP: 13/14-8

Date: January 7, 2014

Proj: Various Equipment & Amenities for Parks and Playgrounds

Time Open: 1:08

Ad: Clay Today, November 28, 2013

Time Close: 2:20

This is a generic Bid Tabulation Form; all required bid documents will be verified prior to bid recommendation.

Bids to be evaluated based on evaluation criteria established in bid document

Bidder	Copies	W-9	Insurance	To Be Determined
1				
2 ROBERTSON INDUSTRIES INC	✓	✓	✓	✓
3 NO FAULT SPORT GROUP	✓	✓	✓	✓
4 RECYCLED PLASTIC FACTORY	✓	✓		✓
5 REGAL CONTRACTORS	✓	✓	✓	✓
6 GREENFIELDS OUTDOOR FITNESS, INC	✓	✓	✓	✓
7 M GAY CONSTRUCTORS	✓	✓	✓	✓
8 GULF COAST SPORTS LLC	✓	✓	✓	✓
9 PLAYMORE RECREATIONAL PRODUCTS	✓	✓	✓	✓
10 APOLLO SUNGUARD SYSTEMS INC	✓	✓		✓
11 J DURGAN & ASSOC	✓	✓	✓	✓
12 REP SERVICES INC	✓	✓	✓	✓
13 DRP - DOMINICA RECREATION PRODUCTS	✓	✓	✓	✓
14 MUSCO SPORTS LIGHTING LLC	✓	✓	✓	✓
15 MILLER RECREATION	✓	✓	✓	✓

Staff Assigned to tabulate bids and make recommendations:

Name Kame Stirling

Title Program Coordinator

Recommendations: Staff will review the bids and present a recommendation to the Budget/Finance Committee for subsequent recommendation to the Board. Bids to be evaluated based on evaluation criteria established in bid document.

Bid Opening Witnessed By: Dona Fish
(BCC)

Clerk Ross Stirling

Department Representative Kokki Stirling

BID TABULATION FORM

RFP: 13/14-8

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Bidder	Copies	W-9	Insurance	To Be Determined
16 SOUTHERN RECREATION INC	✓	✓	✓	✓
17 SITE HORIZONS <i>mult. submittal</i>	✓	✓	✓	✓
18 BLISS PRODUCTS	✓	✓	✓	✓
19 ADVANCED RECREATIONAL CONCEPTS	✓	✓	✓	✓
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				

Staff Assigned to tabulate bids and make recommendations:

Karrie Starling
Name

Program Coordinator
Title

Recommendations: Staff will review the bids and present a recommendation to the Budget/Finance Committee for subsequent recommendation to the Board. Bids to be evaluated based on evaluation criteria established in bid document.

Bid Opening Witnessed By: Donna Fish
(BCC)

Pae Stuts
Clerk
Karrie Starling
Department Representative



CITY OF PORT ORANGE PIGGYBACK AGREEMENT

This Piggyback Agreement is entered to this ____ day of _____, 20__, by and between the **CITY OF PORT ORANGE**, a Florida municipal whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **MUSCO SPORT LIGHTING, LLC** ("Contractor"), a Iowa corporation whose principal address is 100 1st Avenue West, Oskaloosa, Iowa 52577 (collectively "the Parties").

WHEREAS, on the 14th day of February, 2014, Contractor was awarded a contract with Clay County, Florida pursuant to RFP No. 13/14-8 (the "Clay Agreement"); and

WHEREAS, the Clay Agreement provides for a term commencing on or about February 14, 2014 and continuing until February 13, 2017; and

WHEREAS, the Clay Agreement has two renewals of one year each; and

WHEREAS, by entering into this Piggyback Agreement, Contractor agrees to honor the terms of the Clay Agreement for lighting equipment and installations purchased by the City of Port Orange; and

WHEREAS, a copy of the Clay Agreement documents are available in the Office of the City Clerk, City Hall, 1000 City Center, Port Orange, Florida 32129; and

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

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

1. **Initial Term.** Notwithstanding the date of execution by the City and Contractor, the initial term of this Contract shall be effective commencing on November 11, 2014 and continuing until February 1, 2017.
2. **Renewals.** Upon written agreement of the Parties and appropriation by City Council, this Contract may be renewed for two (2) optional one-year periods.
3. **Contractor Obligation.** Contractor agrees to sell lighting equipment and installations to the City at the unit prices set forth in the Clay Agreement attached hereto as Exhibit "A," except as modified herein. Contractor agrees that all pricing shall remain valid for the duration of this Agreement. Contractor shall not deliver goods or services without a written purchase order, signed by an authorized agent of the City of Port Orange.
4. **Authorization for Services.** This Contract standing alone does not authorize the performance of any work or services to be provided by the Contractor or require the City to place any orders for work or service. Authorization for performance of any additional scope of services by the Contractor under this Contract shall be in the form of written Task Authorization(s) issued and executed by the City and signed by the Contractor. A sample Task Authorization is attached hereto as Exhibit "B."

The City makes no covenant or promise as to the number of available projects, nor that Contractor will perform any work or services for the City during the life of this Contract. The City reserves the right to contract with

other parties for the services contemplated by this Contract, as determined in the City's sole and absolute discretion.

5. City Obligations. The City agrees to compensate Contractor at the unit prices set forth in the Clay Agreement pursuant to periodic Task Authorizations and Purchase Orders issued by the City under this Contract in an amount subject to a limit up to but not to exceed \$141,500.00 during the term of this Contract. The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then current fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

6. Contract Documents. The following forms are attached as Exhibit "C" and unless waived in writing by the City Manager or City Council, and at City expense, must be completed, signed, witnessed and notarized as indicated, and returned to the City prior to the commencement of any services by Contractor under this Contract:

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

7. Termination for Convenience of the City

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

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

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

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

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

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

delivered or the services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

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

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

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

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

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

10. Examination of Records

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

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

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

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

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

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

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

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

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

12. Termination for Non-Appropriation of Funds

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

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

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

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

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

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

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

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

16. Modifications or Changes to this Contract

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

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

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

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

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

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

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

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

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

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

21. Inspection

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

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

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

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

22. Contract Administration. The Parks and Recreation Director shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

23. 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.

24. 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.

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

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

26. 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.

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

28. Additional Provisions

(a) As may have been outlined in any quotes, 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.

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

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

29. 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.

30. 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: Parks and Recreation Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5850

Contractor: Musco Sport Lighting, LLC
Attention: Danny Sheldon

100 1st Avenue West
Oskaloosa, Iowa 52577
(352) 665-0578

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.

31. 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.

32. 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:

MUSCO SPORT LIGHTING, LLC

Printed Name: _____

By: _____

Printed Name: _____

Title: _____

Printed Name: _____

Date: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, as _____ of Musco Sport Lighting, LLC, an Iowa limited liability corporation, and who:

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Allen Green, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

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

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

ATTEST:

Printed Name: _____

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

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

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

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

[CA ____]



Exhibit "A"

Coraci Multipurpose Field Project
Port Orange, FL

Date: September 29, 2014

To: Susan Lavallo

Pricing per the Clay County Contract RFP# 13/14-8

Quotation Price – Materials & Turnkey Installation

Musco's Light Structure Green™ lighting system as described below and delivered to the job site \$141,500.

Equipment Description

Light Structure Green™ System delivered to your site in Five Easy Pieces™

- Pre-cast concrete bases
- Galvanized steel poles
- Electrical component enclosures
- Pole length wire harness
- Factory-aimed and assembled luminaires

Also Includes:

- Energy savings of more than 50% over a standard lighting system
- 50% less spill and glare light than Musco's prior industry leading technology
- Musco Constant 25™ product assurance and warranty program that eliminates 100% of your maintenance costs for 25 years, including labor and materials
- Guaranteed constant light level of 30 footcandles for 25 years
- One group re-lamp at the end of the lamps' rated life, 5000 hours
- Reduced energy consumption
- Control Link® Control & Monitoring System for flexible control and management of your lighting system
- Lighting Contactors sized for voltage and phasing at site
- Includes Turnkey Installation per attached scope of work

Sales tax of the equipment is not included as part of this quote.

Field Description	Quantity		Pricing Per Clay County		Extended Price
(Sect I) Soccer Field(330x210) – 30 footcandles	1		\$99,800.00		\$99,800.00
(Sect III) Pole Installation – 70'	4		\$4,600.00		\$18,400.00
(Sect IV) Electrical Costs– Contactor Cabinet	1		\$5,000.00		\$5,000.00
(Sect IV) Electrical Costs – Wiring from Contactors	4		\$90.00		\$360.00
(Sect IV) Electrical Costs – Wiring to Poles	800'		\$34.00		\$27,200.00
Deducts: Design Parameters					-\$8,900.00
Total					\$141,500.00

Pricing furnished is effective for 60 days unless otherwise noted and is considered confidential.

Payment Terms & Delivery Timing

Payment of 25% of the contract price is required with order. The contract balance is due Net 30 days

Late payment will be subject to service charges of 1 ½% per month (18% APR).

Musco will make every effort to coordinate shipment so that delivery corresponds with the customer's payment schedule. We will expect payment within the terms described above unless there is a written statement from Musco's corporate headquarters stating the acceptance of different terms.

Delivery to the job site from the time of order, submittal approval, and confirmation of order details including voltage and phase, pole locations is approximately 30-45 days. Due to the built-in custom light control per luminaire, pole locations need to be confirmed prior to production. Changes to pole locations after the product is sent to production could result in additional charges.

Notes

Quote is based on:

- Shipment of entire project together to one location
- Field size of 330' x 210' for Soccer Field
- Structural code and wind speed = 2010 FBC, 130 MPH, STD AASHTO
- Includes bonding per City
- Confirmation of pole locations prior to production

Thank you for considering Musco for your sports lighting needs. Please contact me with any questions.

Danny Sheldon
Field Sales
Musco Sports Lighting, LLC
Phone: 352-665-0578
E-mail: danny.sheldon@musco.com
Fax: 866-930-6190

**Light Structure Green™ Turnkey Scope of Work
Coraci Park Multipurpose Field
Port Orange, FL
Project # 168355**

Owner Responsibilities:

1. Provide total access to the site and pole locations for construction. Equipment must be able to move from location to location on standard rubber tires – no towing required.
2. Survey in pole locations and aiming points (one per field) for sighting in lighting cross-arms. Final grade elevations will also need to be marked if necessary.
3. Remove any trees, limbs, shrubs, etc. for total access to pole locations.
4. Removal, replacement, and repair of all fencing necessary for construction.
5. Repair and replacement of any field turf, asphalt, curbs, and concrete inadvertently damaged during installation.
6. Provide area on site for disposal of spoils from foundation excavation.
7. Locate and mark existing underground utilities not covered by "One Call" and irrigation systems including sprinkler heads prior to excavation. Musco or Subcontractor will not be responsible for repairs to unmarked utilities.
8. Pay for any power company fees and requirements. (If necessary).
9. Additional charges will apply for foundation excavation and construction in non-standard soils (rock, caliche, high water table, collapsing holes, alluvial soils, etc.). Standard soils are defined as Class 5 soils in the 2010 edition of the Florida Building Code and can be excavated using standard earth auguring equipment.
10. Provide a source of water such as a fire hydrant or 2" water line for foundation excavation. Pay for any and all fees associated with the water access and usage.
11. Provide primary transformer to within 150 feet of site.
12. Pay for any and all permitting fees.
13. Provide electrical design by electrical engineer as necessary.

Musco Responsibilities:

1. Provide required poles, fixtures, foundations, and associated designs.
2. Provide structural design for poles and foundations, certified by a professional engineer licensed in the State of Florida.
3. Provide layout of pole locations and aiming diagram.
4. Provide light test upon completion of works once owner supplied electrical system is energized.
5. Provide Project Management assistance as needed.
6. Provide review of electrical design as provided by Electrical Contractor or Electrical Engineer.

Musco Subcontractor Responsibilities:

1. Provide equipment and materials to off load equipment at jobsite per scheduled delivery.
2. Provide storage containers for material, including ballast enclosures.
3. Provide adequate trash container for cardboard waste and packing debris.
4. Provide adequate security to protect Musco delivered products from theft, vandalism or damage during the installation.
5. Obtain any and all required permits. Contact Musco PRIOR to attaining permits to arrange for payment.
6. Provide materials and equipment to install electrical breakers in existing panel as required or necessary. This needs to be defined in the electrical design.
7. Provide materials and equipment to install all underground conduit, wiring, pull boxes, switchgear, etc. and terminate wiring as required per electrical design.
8. Make appropriate contact to ensure utility locations have been marked prior to excavation and trenching. Repair any damage to existing utilities made during construction.
9. Provide materials and equipment to install (4) Light Structure System foundations as specified on Layout.
10. Remove augured spoils to owner-designated location at jobsite.
11. Provide materials and equipment to assemble and install (28) Light Structure Green™ fixtures and terminate all necessary wiring.
12. Provide equipment and materials to assemble and erect (4) Light Structure System Poles.
13. Verify aiming points have been located and are correct before sighting in lighting cross-arms.
14. Provide equipment and materials to install the new Controls and Monitoring Cabinet(s) and terminate all necessary wiring. Installation of Musco supplied surge protection required. Subcontractor to commission Control Link once system is energized.
15. Provide dedicated breaker in distribution panel (Voltage TBD) for surge protection device.
16. Keep all heavy equipment off of playing fields and surfaces whenever possible. Use due care to minimize damages when playing surface access is required.
17. Conduct system startup and additional aiming as required to provide a complete and operating sports lighting system.

Exhibit "B"

TASK AUTHORIZATION NO. ____

Standard Contract for Services dated ____
Between the City of Port Orange, Florida and ____

THIS Task Authorization is entered into by and between the CITY OF PORT ORANGE, FLORIDA, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and _____, a _____ corporation with its principal place of business at _____ ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Standard Contract for Services dated _____, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.
2. In addition to all other terms and conditions contained in the Contract, Contractor shall provide services relating to _____ as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "A."
3. Contractor shall complete the services to be provided herein within _____ days of the date of written notice by the City to the Contractor.
4. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "____" attached hereto and made a part hereof for all purposes, subject to a limit up to but not to exceed \$_____. 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.
5. Contractor shall provide a 100% Combination Payment and Performance Bond in accordance with Florida Statutes Section 255.05, including the Front Page and Certificate for Filing in Public Records, in a form substantially similar to the forms attached hereto as Task Authorization Exhibit "B," and acceptable to the Port Orange City Attorney, and recorded with the Clerk of Volusia County at Contractor's expense. A separate bond shall be provided from the Surety which identifies and covers the scope of work for the project stated in this Task Authorization along with all other provisions of this Task Authorization with the penal sum of such bond being not less than the contract sum described in this Task Authorization. If any surety bond furnished in connection with this Task Authorization 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 Task Authorization No. ____.
6. This Task Authorization may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Task Authorization shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Task Authorization.

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

Witnesses:

Printed Name:_____

By:_____
Printed Name:_____
Title:_____

Printed Name:_____

Date:_____

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____ By: _____
Allen Green, Mayor

Printed Name: _____ Date: _____

Witnesses: ATTEST:

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

Printed Name: _____ Date: _____

[CA ____]

Exhibit "C"

RETURN RECORDED DOCUMENT TO:

City Clerk
1000 City Center Circle
Port Orange, Florida 32129-4144

FRONT PAGE FOR BOND REQUIRED BY SECTION 255.05, F.S.

PAYMENT AND PERFORMANCE BOND

(Public Works)

Notice and Time Limitations Must Be In Accordance
With Section 255.05(2), (8) and (10), Florida Statutes

BOND NO. _____

PRINCIPAL:

Developer or Contractor: _____

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. _____

Description of Work: _____

Project Location: _____

Port Orange, Volusia County, Florida

Legal Description: _____

Front Page

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

CERTIFICATE FOR FILING IN PUBLIC RECORDS

PAYMENT AND PERFORMANCE BOND

(Public Works)

In Compliance with Section 255.05(1)(a) Florida Statutes

Bond No. _____

The Principal, _____, a _____ corporation, by and through its undersigned representative, does hereby certify that the attached:

Payment and Performance Bond No. _____,

is a true and correct copy of the fully executed financial guarantee delivered to:

CITY OF PORT ORANGE, FLORIDA

pursuant to Section 255.05, Florida Statutes; as Owner/Holder of the subject property in trust for the public, for the public construction project known as:

located in Port Orange, Volusia County, Florida, and identified by the City of Port Orange as Case No. _____.

All claimants are called upon to take notice of the notice requirements and time limitations prescribed by Sections 255.05(2), (8) and (10), Florida Statutes.

Contractor's Name and Address:

By: _____
Printed Name/Title: _____

STATE OF _____
COUNTY OF _____

The foregoing Certificate of Filing was acknowledged before me this ____ day of _____, 20____, by _____ of _____, a _____ corporation, the Principal named in the attached Payment and Performance Bond No. _____.

Notary, please check one:

- ☐ Personally known to me
☐ Produced identification

Notary Public, State of _____
Printed Name, Commission & Term Expiration Date:

RETURN RECORDED DOCUMENT TO:

City Clerk
1000 City Center Circle
Port Orange, Florida 32129-4144

Name of Project

City Project No. _____

Bond No. _____

Space Reserved for Recording Data

**COMBINATION PAYMENT AND PERFORMANCE BOND
FOR
PUBLIC CONSTRUCTION**

per Section 255.05, Florida Statutes
Guaranty for Construction of Public Improvements

BY THIS BOND, We, _____ as Principal, and _____, a corporation, as Surety, are bound to CITY OF PORT ORANGE, FLORIDA, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of _____ DOLLARS (\$_____), for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain _____ having an effective date of _____, entered into by and between the Principal and the City, for _____, hereinafter referred to as the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and
3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract documents; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Notice of Nonpayment and Time Limitations

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.02(2), (8) and (10), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

IN WITNESS WHEREOF, this performance and payment bond is executed in duplicate originals, each of which shall be deemed an original, this _____, day of _____, 20__.

Attest:

(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.

**BOARD OF COUNTY COMMISSIONERS
CLAY COUNTY, FLORIDA**

REQUEST FOR PROPOSALS

**RFP No. 13/14-8, VARIOUS EQUIPMENT AND
AMENITIES FOR PARKS AND PLAYGROUNDS**

DUE DATE: Monday, January 6, 2014- 4:00 pm
OPEN DATE: Tuesday, January 7, 2014 -1:00 pm



Issued By:
Clay County Board of County Commissioners
Purchasing Division

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Attachments:
Form W-9

REQUEST FOR PROPOSALS

NOTICE IS HEREBY GIVEN that sealed proposals will be received until 4:00 P.M., Monday, January 6, 2014, at the Clay County Administration Building, 4th floor, Reception Area, 477 Houston Street, Green Cove Springs, Florida 32043, for the following:

RFP #13/14-8, Various Equipment And Amenities For Parks And Playgrounds

Proposals will be opened at 1:00 P.M., or as soon thereafter as possible, on Tuesday, January 7, 2014 in the Clay County Administration Building, Conference Room "B", fourth floor, 477 Houston Street, Green Cove Springs, Florida, in the presence of the Purchasing Department staff and all other interested persons.

The opened Proposals will be read aloud, examined for conformance to specifications, tabulated, and preserved in the custody of the Purchasing Department. The Budget, Finance and Human Services Committee of the Board will present its recommendations to the Board of County Commissioners as soon thereafter as possible.

Proposals will not be valid unless received by the proposal deadline and in a sealed envelope marked "**RFP #13/14-8, Various Equipment And Amenities For Parks And Playgrounds**" to be received until 4:00 P.M., Monday, January 6, 2014. Envelopes are to be sent or delivered in person to the above address. No postal mail will be accepted.

During the bidding process, all prospective proposers are hereby prohibited from contacting (i) any member of the Board of County Commissioners, the County Manager or any County employee or agent regarding the solicitation in any respect during the solicitation period, and (ii) the County Manager or any County employee or agent regarding the solicitation in any respect during the evaluation period. The violation of this rule shall result in the automatic disqualification of any response to a bid solicitation submitted by the violator, and the foregoing instructions shall so state (as specified in Section P of Chapter 8 of the Purchasing Manual attached hereto). The no-contact rule set forth shall not apply to inquiries submitted to County employees or agents in the manner specifically provided in the bid solicitation package regarding the distribution thereof, or to communications seeking clarification regarding instructions or specifications submitted to County employees or agents in the manner specifically provided for in the bid solicitation package, or to pre-bid conferences provided for in the bid solicitation package, or to formal presentations by finalists to the Board of County Commissioners or any committee thereof specifically contemplated in the bid solicitation package. For information concerning procedures for responding to this Bid, contact the Purchasing Division, Donna Fish by email donna.fish@claycountygov.com or at (904) 278-3761.

The County reserves the right to waive formalities in any response, to reject any or all responses with or without cause, to waive technical and non-technical or non-material defects in the solicitation or submittal of any responses, including the lack of availability of adequate funds, regulatory agency requirements, to make award in part or completely, and/or to accept the response that, in its judgment, will be in the best interest of the County of Clay. Bid proposals in which the prices obviously are unbalanced will be rejected.

FOLLOWING THE BID OPENING AND TABULATION, A “NOTICE OF INTENT TO AWARD BID” OR A “NOTICE OF REJECTION OF ALL BIDS” WILL BE POSTED ON THE INTERNET AT: www.claycountygov.com/Departments/Purchasing/decision_bids.htm. THIS WEB PAGE CAN ALSO BE ACCESSED FROM THE HOMEPAGE OF THE COUNTY’S WEBSITE AT: www.claycountygov.com BY FOLLOWING THE “NOTICE OF INTENT BIDS” LINK UNDER THE “BUSINESS” ROLLOVER BUTTON ON THE COUNTY’S HOMEPAGE. NO OTHER NOTICE WILL BE POSTED.

PROSPECTIVE BIDDERS ARE NOTIFIED THAT THE FAILURE TO INCLUDE WITHIN THE SEALED BID ENVELOPE, A PROPER BID BOND OR OTHER SECURITY APPROVED UNDER THE COUNTY’S PURCHASING POLICY, IF REQUIRED FOR THIS SOLICITATION, OR THE FAILURE TO FILE A WRITTEN PETITION INITIATING A FORMAL PROTEST PROCEEDING WITHIN THE TIMES AND IN THE MANNER PRESCRIBED IN SECTION 8. (N), OF SAID POLICY, SHALL CONSTITUTE A WAIVER OF THE RIGHT TO PROTEST THE BID SOLICITATION, ANY ADDENDUM THERETO, OR THE BID DECISION, AS APPLICABLE, AND TO INITIATE A FORMAL PROTEST PROCEEDING UNDER SAID POLICY. THE COUNTY’S PURCHASING POLICY CAN BE VIEWED AT THE COUNTY’S WEBSITE BY FOLLOWING THE APPROPRIATE LINKS FROM THE HOMEPAGE ADDRESS SET FORTH ABOVE.

IF A PROSPECTIVE BIDDER IS IN DOUBT WHETHER THIS SOLICITATION REQUIRES A BID BOND, SUCH PROSPECTIVE BIDDER IS SOLELY RESPONSIBLE FOR MAKING APPROPRIATE INQUIRY.

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

-----END OF NOTICE-----

BID ADVERTISEMENTS SCHEDULE

RFP #13/14-8, Various Equipment And Amenities For Parks And Playgrounds

(CLAY TODAY) For publication on: November 28, 2013

(CLAY COUNTY WEBSITE) For: November 28, 2013

PLEASE SEND ORIGINAL INVOICE AND PROOF OF PUBLICATION TO:

Clay County Board of County Commissioners
Purchasing Department
477 Houston Street
Green Cove Springs, Florida 32043
ATTENTION: Donna Fish

A handwritten signature in black ink, appearing to read 'S. C. Kopelousos', written over a horizontal line.

S. C. Kopelousos
County Manager

REQUEST FOR PROPOSAL INSTRUCTIONS

RFP #13/14-8, Various Equipment And Amenities For Parks And Playgrounds

1. **Delivery and Receipt of Bids:** All sealed Proposals submitted shall be received by the Purchasing Division of Clay County, Florida.

Proposals submitted in person or by courier services will be received at:

Clay County Administrative Building
Fourth Floor, Reception Area
477 Houston Street, Green Cove Springs, Florida 32043

Four copies of the Proposal must be received in a sealed envelope. Proof of liability insurance, form W-9 taxpayer identification number, and bid information shall be included with all responses submitted.

The words RFP #13/14-8, 'Various Equipment And Amenities For Parks And Playgrounds' shall be clearly marked on the front and back of the envelope containing the Bid.

2. **Due Date and Opening Date:** Proposals will be received by carrier or in person until Monday, January 6, 2014 at 4:00 p.m. and will be opened on Tuesday, January 7, 2014 at 1:00 p.m. or soon thereafter, in the Clay County Administration Building, 477 Houston Street, Conference Room "B", Fourth Floor, Green Cove Springs, Florida. Bids will be reviewed by Clay County as soon thereafter as possible.
 - A. All Proposals will be "clocked" at the time they are received to indicate the time and date of receipt.
 - B. Proposals WILL NOT be accepted in person after the time and date specified.
 - C. Proposals received by carrier WILL NOT be accepted if they are received after the time and date specified regardless of the postmark or circumstances.
 - D. No postal mail will be accepted.
3. **Withdrawal of RFP:** Proposals may be withdrawn by a written or faxed request by the Bidder and received by the Manager of the Purchasing Division before the date and time for receiving Proposals has expired. Negligence on the part of the Bidder in preparing a Proposal is not grounds for withdrawal or modification of a Proposal after such Proposal has been opened by the County. Bidders may not withdraw or modify a Proposal after the appointed Bid Opening. Bidders may not assign or otherwise transfer their Proposals.
4. **Inquiries/Questions:** Any questions regarding this Proposal must be directed to **Donna Fish** (the authorized contact person) via email at donna.fish@claycountygov.com (preferred method) or by calling (904) 278-3761. Written inquiries/questions must be received by **December 18, 2013**. Responses to questions, clarifications, and addenda will be distributed to potential Bidders by email. It is the responsibility of interested Bidders to verify if this information has been issued prior to submitting a Bid.

5. **No Contact Period:** During the Bidding process, all prospective Bidders are hereby prohibited from contacting (1) any member of the Board of County Commissioners, the County Manager or any County employee or agent regarding the solicitation in any respect during the solicitation period, and (2) the County Manager or any County employee or agent regarding the solicitation in any respect during the evaluation period. The violation of this rule shall result in the automatic disqualification of any Bid submitted by the violator, as specified in Section P of Chapter 8 of the Clay County Purchasing Manual. **Exceptions:** The no-contact rule set forth shall not apply to inquiries submitted to the authorized contact person, the pre-bid conference, or to formal presentations by finalists to the Board of County Commissioners or to the County's evaluation committee.
6. **Award:** The Bid will be awarded to the responsible Bidder(s) submitting a Bid determined to provide the best value to the County with price, technical, and other applicable factors considered. The County reserves the right to award to multiple bidders. The County reserves the right to request any additional information from Bidders after Bid Opening and before award as may be necessary to assist in review and evaluation of any Bid prior to submittal of a recommendation for award to the Board of County Commissioners.
7. **Waiver of Formalities/Rejection of Bids:** The County reserves the right to waive informalities in any Bid, to reject any or all Bids with or without cause, to waive irregularities/technicalities, and waive technical and non-technical or non-material defects in the Bid document or submittal of any Bid. The County reserves the right to make award either in part or completely, and/or to accept the Bid that, in its judgment, will be in the best interest of the County. Bids in which the prices obviously are unbalanced will be rejected. The County reserves the right to reject any and all Bids and to re-advertise for all or any part of this solicitation as deemed in its best interest.
8. **Cancellation of Bid:** Clay County reserves the right to cancel a solicitation at any time prior to approval of the award. The decision to cancel a solicitation cannot be the basis for a protest under the formal protest process as referenced herein.
9. **No Bid:** Each company not intending to respond to this Bid should reply with a written "No Bid Statement". Such action will maintain the company on the appropriate active Bidder solicitation list. Three (3) failures to respond to solicitations may result in deletion from the Bidder solicitation list.
10. **Bid Errors:** Where Bid forms have erasures or corrections, each erasure or correction must be initialed in ink by the Bidder. In case of unit price Bid items, if an error is committed in the extension of an item, the unit price as shown in the Bid response will govern. Errors between any sum, computed by the Bidder, and the correct sum thereof will be resolved in favor of the correct sum. Any discrepancy between words and numbers will be resolved in favor of the written words.
11. **Deviations:** Bidders are hereby advised the County will only consider Bids that meet the specifications and other requirements imposed upon them by this Bid document. In instances where a deviation is stated in the Bid Form, said Bid will be subject to rejection by the

County in recognition of the fact that said Bid does not meet the exact requirements imposed upon the Bidder by the Bid or Contract documents.

12. **Bid Protests:** Any company affected adversely by the County's decision may file with the County Purchasing Division a "Notice of Protest" in writing within 72 hours after the posting of the recommended award. Failure to file a written Notice of Protest shall constitute a waiver of proceedings under Chapter 8 (N) of the Clay County Purchasing Policies. Failure to file a written petition initiating a formal protest proceeding within the time frame and in the manner prescribed in Section 8. (N) of said policy shall constitute a waiver of the right to protest the Bid solicitation, any addendum thereto, or the Bid award recommendation or decision, and to initiate a formal protest proceeding under said policy. The County's Purchasing policy may be viewed at the County's website by following the appropriate links from the Homepage.

13. **Public Entity Crimes:** Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid for a Contract to provide any goods or services to a public entity, may not submit a Bid for 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 in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submitting a Bid, Bidder attests that they have not been placed on the "Convicted Vendor List".

Debarment: By submitting a proposal, the proposer certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Florida and that it is not an agent of a person or entity that is currently debarred from submitting proposals for contracts issued by any subdivision or agency of the State of Florida.

14. **Laws and Regulations:** The Bidder shall comply with all laws and regulations applicable to provide the goods and/or services specified in this solicitation. The Bidder shall be familiar with all federal, state and local laws that may affect the goods and/or services offered. All applicable Federal and State laws, municipal and Clay County ordinances, and the rules and regulations of all authorities having jurisdiction over any part of the project shall apply to the entire project and Contract.

15. **Copyright Restrictions:** Both the County seal and the County logo are being registered for a copyright. Neither the Clay County seal nor the logo may be used or provided to non-Clay County government users for use on company Bids, presentations, etc.

16. **Indemnification:** The awarded Bidder shall indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or

intentionally wrongful conduct of the company and other persons employed or utilized by the company in the performance of the Contract. The provisions of Florida Statute 768.28 applicable to Clay County, Florida apply in full to this Contract. Any legal actions to recover monetary damages in tort for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the County acting within the scope of his/her office or employment are subject to the limitations specified in this statute.

No officer, employee or agent of the County acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for any or damage suffered as a result of any act, event, or failure to act. The County shall not be liable in tort for the acts or omissions of an officer, employee, or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

17. Insurance Requirements: Prior to commencement of the project, the awarded Bidder shall provide the County Purchasing Division with proof of the following insurance:

a. Commercial General Liability

1. General Aggregate	\$1,000,000
2. Products and Completed Operations Aggregate	\$1,000,000
3. Personal and Advertising Injury	\$1,000,000
4. Each Occurrence	\$1,000,000
5. Fire Damage (any one fire)	\$ 50,000
6. Medical Expense (any one person)	\$ 5,000

b. Automobile Liability

1. Any automobile-Combined bodily injury/ property damage, with minimum limits for all additional coverages as required by Florida law	\$1,000,000
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c. Workers Compensation/Employers Liability

1. Workers Compensation statutory limits	
2. Employers Liability	
a. Each Accident	\$ 100,000
b. Disease-Policy	\$ 500,000
c. Disease-Each Employee	\$ 100,000

d. Professional Liability when required by Contract-per occurrence \$ 1,000,000

The awarded Bidder must maintain insurance coverage at the above-prescribed levels through the date of completion of the project and such coverage must include all independent Contractors and Subcontractors. Either prior to, or simultaneously with the execution of the Contract, the awarded Bidder must deliver certificates of insurance for the required insurance

coverage to the County naming "Clay County, a political subdivision of the State of Florida, the Board of County Commissioners, Clay County, Florida; and all public agencies of Clay County, as their interests may appear" as "Additional Insured." Said certificates of insurance shall also include a thirty-day prior written notice of cancellation, modification or non-renewal to be provided to the County.

18. **Performance and Payment Bond Requirements:** Performance and Payment Bonds are not required for projects of \$200,000^{.00} or less. Prior to commencement of a project exceeding \$200,000^{.00}, the awarded Bidder shall file a 100% Performance Bond and Payment Bond (using Clay County's Standard Form) with the Office of the Clerk of Circuit Court, Recording Dept./Room 130, 825 North Orange Avenue, Green Cove Springs, Florida 32043-2525. A copy of the Performance and Payment Bonds shall be provided prior to the commencement of construction to Clay County Purchasing Division, PO Box 1366, Green Cove Springs, Florida 32043-1366. Performance and Payment Bonds must be increased in accordance with any change order increases on the project.
19. **Bid Preparation Costs:** By submission of a Bid, the Bidder agrees that all costs associated with the preparation of his/her Bid will be the sole responsibility of the Bidder and shall not be borne by the County. The Bidder also agrees that the County bears no responsibility for any costs associated with the preparation of their Bid and/or any administrative or judicial proceedings resulting from the solicitation process.
20. **Contractor Qualifications and Requirements:** At the time of Bid Opening, all Bidders must be certified or registered pursuant to Chapter 489, Florida Statutes, or hold a Clay County certification under Article III of Chapter 7 of the Clay County Code, as applicable, at the time of submitting a Bid. All Bidders must submit evidence of current state certification or registration, or County certification, as applicable, prior to award of this Bid.

The following licensing requirements shall apply when the applicable Florida statute mandates specific licensing for Contractors engaged in the type of work covered by this solicitation.

- a. State of Florida, Department of Professional Regulation, Construction Industries Licensing Board and licensed by other federal, state, regional, county or municipal agencies having jurisdiction over the specified construction work.
- b. Said licenses shall be in the Bidder's name as it appears on the Bid Form. Bidder shall supply a copy of each applicable license showing the appropriate license numbers, with expiration dates as required by the County. Failure to hold and provide proof of proper licensing, certification and registration may be grounds for rejection of the Bid and/or termination of the Contract.
- c. Subcontractors Contracted by the Prime Contractor shall be licensed in their respective fields to obtain construction permits from the County. Said license must be in the name of the subcontractor.

The following licensing requirements shall apply when applicable (Contractor Prequalification):

Florida Law and Rules of the State of Florida, Department of Transportation, require contractors to be prequalified with the Department in order to bid for the performance of road, bridge, or public transportation construction contracts greater than \$250,000.00. The Contractor Prequalification process results in the issuance of a Certificate of Qualification for each successful applicant which lists the approved work classes and the Maximum Capacity Rating in dollars. It is the responsibility of potential bidders to review the requirement and meet the qualifications listed at: http://www.dot.state.fl.us/cc-admin/PreQual_Info/prequalified.shtm. Contractors not meeting the applicable work types associated with the scope of the work may utilize subcontractors to assist with meeting the requirement of all necessary prequalification work classes.

The County shall have the right to review the references, experience of assigned personnel, and qualifications of the Contractor in order to make the final determination of acceptability of the Contractor to be awarded the Contract and construct the work.

The Board of County Commissioners may reject, at its sole discretion, any Bidder the Commission finds to lack, or who's present or former executive employees, officers, directors, stockholders, partners or owners are found by the Commission to lack honesty, integrity, or moral responsibility. The Commission's finding may be based on any of the following factors: the disclosure required herein, the County's own investigation, public records, or any other reliable source of information. The Commission may also reject any Bidder failing to make the disclosure required herein. By submitting a Bid, Bidder recognizes and accepts that the Board of County Commissioners may reject any Bid at its sole discretion and the Bidder waives any claim it might have for damages or other relief arising from the rejection of its Bid or resulting directly or indirectly from the rejection of its Bid based on these grounds or from the disclosure of any pertinent information relating to the reasons for rejection of its Bid.

21. **Subcontractors:** The County reserves the right to approve all Subcontractors for this Contract. If Subcontractors are to be utilized, their names and references must be included by completing the Subcontractor form if provided within this Bid. Responsibility for the performance of the Contract remains with the main Contractor exclusively.

After the commencement of the project, subcontractors may be added or modified during the Contract period only with prior written permission from the County, and only for reasonable cause, as judged by the County.

22. **Interpretation of Plans and Specifications:** No interpretation of the meaning of the plans, specifications, or other Contract documents will be made to any Bidder orally. Every request for interpretation should be in writing addressed to the Purchasing Division. To be given consideration, such requests must be received no later than **December 18, 2013.**

Any and all such interpretations and any supplemental instructions will be in the form of a written addendum. All Addenda issued shall become part of the Bid and Contract documents, and receipt must be acknowledged on the Bid Form, or by completion of the applicable information on the Addendum and submitting it with their Bid. Failure to acknowledge Addenda which have no effect on the competitive nature of the bidding process may be a waiveable deviation at the County's sole discretion.

23. **Execution of Contract and Notice to Proceed:** The awarded Bidder may be required to sign a written Contract. Said Contract will evidence in written form the agreement between the parties.
24. All payments made under this Bid will be made in accordance with the Local Government Prompt Payment Act; in effect, not later than 45 days from receipt of proper invoice.

Bid Specifications for Price Agreement Contract
RFP #13/14-8, Various Equipment And Amenities For Parks And Playgrounds
(As provided by Parks and Recreation Division)

SCOPE:

The purpose of this bid invitation is to establish a firm, fixed percentage discount from manufacturer's and/or bidder's current catalog/supply/product information price list for the purchase of various equipment and amenities for parks and playgrounds as requested by the Clay County Division of Parks and Recreation. Additionally, this bid invitation shall also establish a firm, fixed percentage of manufacturer's and/or bidder's current catalog/supply/product information price list, after applying the above requested discount for purchase, for the installation of various equipment and amenities for parks and playgrounds as requested by the Clay County Division of Parks and Recreation. It is understood that bidder's current catalog/supply/product information price list are subject to change; however, percentages shall remain fixed. No extra charges or compensation will be allowed for installation above and beyond what has already been presented in your bid. If the bidder offers specialized catalogs, the catalogs must be submitted separately from any other catalog offered by the bidder. This bid is also a means for qualifying vendors for Ball Park lighting services. Qualifying vendors will be requested to provide pricing on a project by project basis as defined in the method of ordering section of this bid. The qualified vendor(s) providing the lowest responsive quote will be awarded the project.

RESPONSIBILITY:

Bidder shall be responsible for all labor, materials, equipment, supervision, off-loading, storage, and installation, of various equipment and amenities for parks and playground equipment or amenities ordered, unless otherwise specified by the County. The County may elect, in certain circumstances, to purchase only materials and have those materials installed by others (e.g., volunteers, County staff). These items will be shipped to a designed location and off-loaded by the bidder or bidder's representative.

QUALIFICATION OF INSTALLERS:

If a bidder utilizes a sub-contracted installer for any park or playground equipment, a list of sub-contracted installers must be included with their bid. Additionally, the bidder must supply WRITTEN FACTORY/MANUFACTURER CERTIFICATION that its installer, or its sub-contracted installer, is an authorized installer, certified to install various equipment and amenities for parks and playground equipment as required by each manufacturer. Failure to complete this requirement of the bid proposal may result in the rejection of their bid.

COMPLIANCE WITH SPECIFICATIONS:

Bid only on items that meet specifications. Bid only a single offering for each bid item. Do not bid multiple offering or "alternates." All corrections will be initialed. Bid only new, unused material.

CATALOGS AND MANUFACTURER SUGGESTED RETAIL PRICE (MSRP) LISTS:

Each bidder shall submit with this bid, at no charge, two (2) sets of each current catalog/supply/product information price list as well as current MSRP list for each catalog submitted. All catalogs and/or MSRP lists shall clearly identify the bid number and the bidder's name, address and telephone number. At time of bid renewal, the vendor shall supply at no charge, two (2) sets of each then current catalog/supply/product information price list as well as current MSRP list for each catalog submitted.

COMPLIANCE WITH LAWS AND CODES:

Bidders must strictly comply with Federal, State and local building and safety codes. Equipment must meet all State and Federal safety regulations. The following publications (issue in effect on date of invitation to bid) shall form a part of this specification:

A. American Society for Testing and Materials (ASTM):

ASTM-F1487 Standards – Methods of testing Playground Equipment for Public Use.

ASTM-F1292 Standards - Method for testing various surfacing materials to determine their “critical height” (the fall height below which a life threatening head injury would not be expected to occur)

Copies may be obtained from the - American Society for Testing and Materials
100 Barr Harbor Drive
West Conshohocken, PA 19428

B. Consumer Product Safety Commission (CPSC) – printed Handbook for Public Playground Safety.

Copies may be obtained from the - US Consumer Product Safety Commission
4330 East West Highway
Bethesda, MD 20814
(301) 504-7923

C. National Playground Safety Institute (NPSI) – identification of 12 leading causes of injuries on playgrounds.

Copies may be obtained from the - National Recreation and Park Association
22377 Belmont Ridge Road
Ashburn, VA 20148-4150
(703) 858-0784

D. Americans with Disabilities Act (ADA) Regulations for Title III, Appendix A, Standards for Accessible Design, issued by the Department of Justice.

Copies may be obtained by calling - (800) 514-0301

Bidders certify that all products (materials, equipment, processes, age appropriate signage, or other items supplied in response to this bid) contained in its bid meet all Federal and State requirements, **Upon completion of installation of play equipment and/or playground surfacing, bidder shall furnish to the County a certificate so stating the equipment /surfacing and its installation meet all Federal and State requirements as outlined in the above publications.**

Bidders further certify that if the product(s) delivered and/or installed are subsequently found to be deficient in any if the aforementioned requirements in effect on date of delivery, all costs necessary to bring the product(s) and installation into compliance shall be borne by the bidder.

AWARD:

Performance and payment bonds may be required for specific projects. This requirement is driven by the size and price of each particular job. Vendors will be required to meet this requirement before receiving a purchase order for the project. The County reserves the right to award to multiple bidders. There is no guarantee any purchase order will be issued after award. Purchase orders will be issued subject to availability of funds.

INVOICING:

Invoices may be issued once supplies are shipped, delivered and/or installed to the county's satisfaction. At a minimum, invoices must include: Purchase Order Number, Item Number and Description, Date of Shipment, Quantity Ordered, Unit Price, Unit of Measure, and a total for all purchases. Standard payment terms are Net 45 days per the Local Government Prompt Payment Act.

TERMS OF CONTRACT:

The term of bid award for various equipment and amenities for parks and playgrounds will be three (3) years, with two (2) one (1) year renewal options.

OTHER CONTRACTS:

The County reserves the right to purchase foods, materials, services or supplies from any supplier who supplies such items under an existing active contract.

METHOD OF ORDERING:

The County may generate a Request for Quotation (RFQ), on an "as needed" basis, for park and playground equipment, ball field lighting and additional services for individual projects, together with a request for additional services required to complete that project (see attached RFQ sample sheet). The County reserves the right to send such RFQ to any or all awarded bidders. The RFQ can define the project exactly or the RFQ can describe a desired end result, allowing the bidder to design the park or playground site.

After generating a RFQ for a project, and before bidder's submission of its quotation in response to the RFQ, the County may require requested bidder (s) to attend a site visit with County personnel to familiarize the bidder (s) with the site and determine additional services that may be required to complete the project. Bidders will be responsible for the accuracy of all fixed measurements.

The bidder's quotation in response to the RFQ must contain each of the following:

- A detailed breakdown of the cost for the entire project. Descriptions of additional services required, together with their price, shall also be listed.
- Names of any and all subcontractors on the project, together with their designated work and costs. It is understood the bidder remains responsible for project completion and acceptance by the County. The County reserves the right to reject any quotation in response to an RFQ if said quotation names a subcontractor who has, in the sole opinion of the County, previously failed in the proper performance of an award or failed to deliver on time contracts of a similar nature, or who is not in a position to perform properly under this award.
- A date certain by which the project must be completed.

- Include an updated catalog, if needed and updated MSRP lists for the park and play equipment specifically quoted.

The County will generate purchase orders as a result of approved "Request for Quotations" submitted, at the sole discretion of the County. The County reserves the right to not award to any, or to go outside the contract at lower prices.

PROMOTIONAL PRICING:

During the contract period, bidders will extend any pricing offered on a "promotional" basis from the manufacturer to the county. It will be the bidder's responsibility to monitor said items and report any that are or will be offered at lower prices.

SUPERVISION:

A bidder's job supervisor/representative will be on the work site at all times and be thoroughly knowledgeable of the materials, job requirements, plans, specifications and installation functions.

JOB COMPLETION:

Bidder/contractor/installer will be responsible for all materials received and signed for from date of order to completion of job installation.

Bidder/installer will be responsible for clean up and removal of all debris resulting in job completion, leaving work site in neat and orderly fashion at the end of each workday. Additionally, bidder/installer will be responsible for restoring the work site to its original condition at the completion of the project.

RESPONSIBILITY FOR DAMAGES AND PRESERVATION OF PROPERTY:

The bidder shall use due care to avoid damaging all property associated with, adjacent to, or in any way affected by the work being performed. This applies to private property and all utilities which may exist within the work area. Any damage occurring to such items by bidder shall be immediately repaired or replaced to a condition at least equal to that which existed prior to the damage. All costs incurred for repair or replacement shall be borne by the successful bidder. Any damages not repaired or replaced by the bidder within ten (10) calendar days from notification will be fixed by the County or its contractor and the cost shall be paid by the bidder or deducted from their invoice.

VIOLATIONS/DEFAULT:

In the event the awarded bidder(s) should violate any provisions of this bid, such bidder will be given written notice stating the deficiencies and given ten (10) days to correct deficiencies found. The County reserves the right to terminate any contract at any time due to any violation.

In the event the awarded bidder(s) should breach this contract, the County reserves the right to seek all remedies in law and/or in equity. Failure of an awarded bidder to adhere to completion dates defined by bidder and County may result in no further awards being made to such bidder under this Price Agreement Contract.

GENERAL CONDITIONS:

Signature on bid form verifies that the bidder is acquainted with the general conditions contained herein and will comply with all specifications, terms and conditions contained in this bid invitation.

INSURANCE/WORKER'S COMPENSATION:

The contractor shall take out and maintain during the life of this agreement, worker's compensation insurance for all of his employees connected with the work of this project and in case any work is sublet, the contractor shall require the subcontractor similarly to provide worker's compensation insurance for all of the latter's employees unless such employees are covered by the protection afforded by the contractor. Such insurance shall comply fully with the Florida Worker's Compensation Law. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the worker's compensation statute, the contractor shall provide, and cause each sub-contractor to provide, adequate insurance, satisfactory to the purchaser, for the protection of his employees not otherwise protected. The awarded vendor must submit a copy of an insurance certificate naming the County as an additional insured with the following verbiage placed on the certificate no later than ten (10) days after the award has been made. "Clay County, a political subdivision of the State of Florida; The Board of County Commissioners, Clay County, Florida; and all public agencies of Clay County, as their interest may appear." Additional insurance requirements as listed on pages 9-10 apply.

COOPERATIVE PURCHASES:

This is a cooperative purchase contract. State law allows any government agency and any accredited school in the state to buy off this contract without going to bid, as long as it does not conflict with any of their local regulations.

BID FORM

RFP #13/14-8, Various Equipment And Amenities For Parks And Playgrounds

Bidder: _____

Address: _____

City, State and Zip: _____

Phone: _____ Email: _____

Contact Name(s): _____

Signature of Bidder

MANUFACTURER CATALOGS:

Manufacturer: _____

Fixed Percentage Discount off MSRP: _____

Installation (Fixed Percentage of cost after discounts of equipment): _____

Manufacturer: _____

Fixed Percentage Discount off MSRP: _____

Installation (Fixed Percentage of cost after discounts of equipment): _____

Manufacturer: _____

Fixed Percentage Discount off MSRP: _____

Installation (Fixed Percentage of cost after discounts of equipment): _____

Manufacturer: _____

Fixed Percentage Discount off MSRP: _____

Installation (Fixed Percentage of cost after discounts of equipment): _____

RFP #13/14-8, Various Equipment And Amenities For Parks And Playgrounds

SUB-CONTRACTOR EQUIPMENT INSTALLERS:

Business Name: _____

Address: _____

Phone Number: _____

Contact Name: _____

Business Name: _____

Address: _____

Phone Number: _____

Contact Name: _____

Business Name: _____

Address: _____

Phone Number: _____

Contact Name: _____

Note: Attach vendor/manufacture WRITTEN CERTIFICATION (s) naming bidder, and/or each of its sub-contractor installer(s), as an authorized installer certified to install park and playground equipment as required by each manufacturer. Failure to comply with this provision may result in rejection of bid.

WARRANTY INFORMATION FORM

MAKE AND MODEL OF EQUIPMENT PROPOSED: _____

Is there a warranty on the equipment proposed?

Yes

No

Does the warranty apply to **ALL** components or only part? (State Explicitly)

Parts Warranty Period: _____

Service Warranty Period: _____

Nearest source for parts and/or service center (s):

Name, address and phone number of the authorized service center (s):

1) _____

2) _____

3) _____

Name, address and phone number of the authority issuing this warranty: (Manufacturer, Distributor, etc.)

COPY OF COMPLETE WARRANTY STATEMENT IS SUBMITTED HEREWITH: _____

Yes

No

Name of Bidder: _____

Signature _____

Title _____

Phone Number _____

Various Equipment and Amenities for Parks and Playgrounds

Contract #

Request for Quotation

Description of Project: _____

A site plan (not to scale), along with drawing of proposed amenities, is attached. A mandatory site visit is scheduled for _____ at _____.

Price Quotation:

Manufacturer	Item and Page Number	Quantity	MSRP Unit Price	Contract Discount	Extended Price

Additional Services Required:

Description	Quantity	Unit Price	Extended Price

Total: \$ _____

List any Subcontractors:

1. Name _____
2. Address _____
3. Telephone Number _____
4. Contact Name _____
5. Designated Work _____
6. Subcontractor Cost _____

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Form

- (1) The prospective Vendor, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.
- (2) Where the Vendor is unable to certify to the above statement, the prospective Vendor shall attach an explanation to this form.

Vendor:

By: _____
Signature

Name and Title

Street Address

City, State, Zip

Date

“NO BID” Statement

RFP #13/14-8, Various Equipment And Amenities For Parks And Playgrounds

If your company does not intend to bid on this procurement, please complete and return this form prior to the date shown for receipt of bids to: Clay County Purchasing Division, Attn: Donna Fish, 477 Houston Street, Green Cove Springs, FL 32043

We, the undersigned, decline to bid on the above referenced invitation to bid for the following reasons:

- ☐ Specifications are too restrictive (please explain below or attach separately)
- ☐ Unable to meet specifications
- ☐ Specifications were unclear (please explain below or attach separately)
- ☐ Insufficient time to respond
- ☐ We do not offer this product or service
- ☐ Our schedule would not permit us to perform at this time
- ☐ Unable to meet bond requirements
- ☐ Other (please explain below or attach separately)

Remarks:

Company Name: _____ Telephone #: _____

Signature: _____ Fax #: _____

Print Name: _____ Title: _____

Address: _____

City: _____

Zip: _____

CHAPTER 8: PROCEDURES FOR PUBLIC BID OPENINGS

(A) **Purpose:** The purpose of this chapter is to specify procedures for the submittal, receipt, opening and recording of all formal bids required by all of the various laws, ordinances, and other procedures and manuals governing the solicitation and awarding of public bids in Clay County, Florida, including but not limited to:

- a. Section 336.44, Florida Statutes (2001).
- b. Applicable Provisions of Clay County Code.
- c. Florida Department of Transportation Standard Specifications, most recent edition.

(B) **Time of Opening:** All bids shall be submitted to the Purchasing division, 4th Floor, Clay County Administration Building, 477 Houston Street, Green Cove Springs, Florida, which shall record receipt thereof by date and time on the bid envelope. Upon receipt, the Purchasing division will maintain custody and control of all bid submittals until after they have been opened. The deadline for a particular bid submittal shall be 4:00 P.M., of the Monday immediately preceding the Tuesday upon which the bid is to be opened. No bid shall be opened unless and until proof by publisher's affidavit of publication of the bid solicitation is received and filed by the Purchasing division. Bidders and the public are welcomed to attend the opening and all subsequent committee and commission meetings related to the bids.

(C) **Form of Bid Submittal:** All bids shall be submitted in triplicate, (and if applicable only on the forms provided by the County or its staff). Each bid and its accompanying materials shall be submitted in a single, sealed and opaque envelope. The following items shall be prominently marked on the cover of the envelope by the party making the submittal prior thereto:

- a. The number assigned to the particular bid solicitation.
- b. The title of the bid exactly as it appeared in the published solicitation.
- c. The date of the bid opening.

(D) **Bid Receipt Procedure:** The County Manager shall, in cooperation with his or her Department heads and the Purchasing division, assign a specific and discrete number and title to each bid solicitation, which shall be contained in the Request for Bids, the newspaper publication, specifications and the Bid Form thereof. Three copies of each request for bid shall be submitted to the Purchasing division for distribution as provided in Section F hereof, and the "Request For Bids" shall be signed prior to publication.

(E) **Place of Opening:** All bids properly submitted shall be opened in a public location so designated in the bid solicitation.

(F) **Distribution of Copies:** Upon the opening of a bid, one copy shall be distributed to the head of the originating department. Purchasing shall submit to the Finance committee of the Board a tabulated list of all bidders and their bids, including bid number, name, staff assigned, a recommendation to include but not be limited to the lowest responsive and responsible bid, or in a proper circumstance the best bid, budget information and alternatives (see Example 3 attached). All staff assigned to evaluate bid and RFP responses shall do so observing all

requirements of the Sunshine Law and in meetings noticed at least 72 hours in advance thereof. The Purchasing division shall serve as the permanent record holder for the County Manager.

(G) **Committee Review, Report and Recommendations:** Bids shall be reviewed by the Board's Finance committee following the bid opening. The Committee should, in the absence of unusual circumstances, report its recommendation to the Board at the Board's next regularly scheduled meeting, which shall include a tabulated list of all bidders and their bids. In all events, the County Manager shall cause to be spread upon the minutes of the regular meeting of the Board next following the opening of a particular bid, a list of all bidders and their bids. Upon being awarded a bid, and if a contract is entered into with the successful bidder then the County's Standard Addendum and IRS Form W-9, Request for Taxpayer Identification and Certification must be completed.

(H) **Ineligible Bid:** Any bid that does not meet the foregoing requirements for form, time of submittal, number of copies or the specifications advertised will be rejected and the reasons stated therefor; provided that the Purchasing division shall reject and return unopened all bids which do not meet the foregoing requirements for time of submittal, or envelope markings. Bids that do not meet requirements for form will be rejected and declared "No Bid". The Board reserves the power to reject all bids and in its discretion to re-advertise the solicitation.

(I) **Bid Withdrawal Period:** Any bid submitted requires a five (5) percent bond unless waived by the Board prior to solicitation, which cannot be withdrawn for a period of 30 days subsequent to the date of the bid opening, notice of which shall be incorporated in all requests for bids. As used herein, the term bond shall include cashier or certified checks payable to the County. All such checks shall be held by the Finance department for safekeeping immediately upon acceptance of the bid (but not deposited). The Finance department is hereby authorized to return each bond to the submitting party, as soon as practicable, upon written request to the Finance department, but only after a bid and contract have been awarded and executed between the County and the successful bidder for a particular project, or in the event that all bids have been rejected by the Board, or in the event the time provided that the bid shall remain in effect shall have expired and the bid submitter requests its return in writing.

(1) Vendors bidding on SHIP rehabilitation projects are exempt from the bid bond requirements delineated in 8(I) above or as may be otherwise stated elsewhere in this policy document.

(2) Vendors bidding on commodities price contracts, or any other type of contract that does not commit the Board to an actual exchange transaction (purchase) but rather seeks only a fixed unit price commitment from a vendor in the event a future purchase decision is made, shall be exempt from the bid bond requirements delineated in 8(I) above or as may be otherwise stated elsewhere in this policy document.

(J) **Bid Addenda:** All addenda distributed subsequent to the initial distribution of specifications shall be sent by certified mail/return receipt requested, said return receipt to be returned to the Purchasing division identified by bid number. Prior to mailing, a copy of each addendum shall be received by the Purchasing division, provided that no addendum shall be mailed later than five (5) working days prior to the scheduled bid opening date.

(K) **Bid Tabulation Form:** The bid Tabulation Form used at bid openings shall include a place thereon for three witnesses to sign. This procedure will eliminate the need for signing each individual bid at the time of opening, thus requiring the three witnesses to sign only once for each bid number submitted.

(L) **Authority to Delay Bid Openings:** The County Manager is hereby authorized, without seeking prior approval of the Board in any particular case, to order a delay of any bid opening from its scheduled date and time to a time certain on the agenda of the next regularly scheduled meeting of the Board, or such special meeting called for such purpose. The delay may be ordered at any time prior to the time of the scheduled opening, provided that such order be in writing, addressed and delivered to the Purchasing division with a copy delivered to the County Manager, and that copies thereof be mailed by certified mail, return receipt requested to all responding bidders as soon thereafter as is reasonably practicable. Upon receipt of the order, the Purchasing division shall immediately record the date and time thereof. The Purchasing division shall continue to accept sealed bids up until the applicable deadline. At the date and time originally scheduled for the bid opening, the Purchasing division shall announce the delay order to all in attendance and shall continue to maintain in its custody all properly submitted sealed bids until further order of the Board. At the time certain scheduled before the Board, the County Manager shall present his reason or reasons for the delay order and his recommendation for disposition of bids submitted. The Board may order the bids to be opened then and there, or at some other time and date certain; it may cancel the bid and order the return of all bids unopened; it may order a further delay of the bid opening; or it may make any other order appropriate to the circumstances. If the bids are ultimately opened, they shall be reviewed as provided elsewhere herein. If a delay occurs as provided herein, then the 30 day withdrawal period as provided in 8(I) shall commence upon the date of the actual bid opening, provided such date is not more than 60 days subsequent to the originally scheduled date. No delay shall be ordered beyond such 60 day period, unless the parties submitting timely bids consent to such delay in writing. In no event is the County Manager authorized to extend the deadline for bid submittals for any particular project, only the bid opening date.

(M) **Contractor's Insurance Requirement:**

1. Any Contractor submitting a bid for any public works project must include, within its initial bid response, proof of the following insurance, in effect continuously from the date of submittal through the 60 days subsequent to the scheduled bid opening date:

a. Commercial General Liability

1.	General Aggregate	\$1,000,000
2.	Products and Completed Operations Aggregate	\$1,000,000
3.	Personal and Advertising Injury	\$1,000,000
4.	Each Occurrence	\$1,000,000
5.	Fire Damage (any one fire)	\$ 50,000
6.	Medical Expense (any one person)	\$ 5,000

b. Automobile Liability

1. Any automobile-Combined bodily injury/property damage, \$1,000,000

with minimum limits for all additional coverages as required by Florida law

c. Workers Compensation/Employers Liability

1. Workers Compensation

statutory limits

2. Employers Liability

a.	Each Accident	\$ 100,000
b.	Disease-Policy	\$ 500,000
c.	Disease-Each Employee	\$ 100,000

d. Professional Liability

1. When required by contract-per occurrence

\$1,000,000

2. Upon being awarded the bid, the contractor must provide proof that such insurance will be in effect from the date of commencement of the project. The contractor will maintain insurance coverage at the above-prescribed levels through the date of completion of the project and that coverage will include all independent contractors and subcontractors. Either prior to or simultaneously with the execution of the contract, the successful bidder must deliver certificates of insurance for the required insurance coverages to the County naming "Clay County, a political subdivision of the State of Florida; The Board of County Commissioners, Clay County, Florida; and all public agencies of Clay County, as their interests may appear" as "Additional Insureds." Said certificates of insurance shall also include a thirty day prior written notice of cancellation, modification or non-renewal to be provided to the County.

3. The Board reserves the right to waive, raise or lower the minimum coverages required for particular projects prior to bid solicitation by affirmative action. The Board will not waive any defects in a bid submittal pertaining to matters under this subsection.

(N) Bid Awards and Protests:

1. Both the **INSTRUCTIONS** and the **PUBLISHED NOTICE** for every sealed bid solicitation shall include conspicuously the following statements:

FOLLOWING THE BID OPENING AND TABULATION, A "NOTICE OF INTENT TO AWARD BID" OR A "NOTICE OF REJECTION OF ALL BIDS" WILL BE POSTED ON THE INTERNET AT: [insert bid notice web address¹]. THIS WEBPAGE CAN ALSO BE ACCESSED FROM THE HOMEPAGE OF THE COUNTY'S WEBSITE AT: [insert County's homepage address²] BY [insert suitable directions³]. NO OTHER NOTICE WILL BE POSTED.

¹ As of the date on which this Purchasing Policy was adopted, the bid notice web address was: http://www.claycountygov.com/Departments/Finance/decision_bids.htm.

² As of the date on which this Purchasing Policy was adopted, the County's homepage address was: <http://www.claycountygov.com/>.

³ As of the date on which this Purchasing Policy was adopted, suitable directions would be: "FOLLOWING THE "Notice of Intent Bids" LINK UNDER THE "Business" ROLLOVER BUTTON".

PROSPECTIVE BIDDERS ARE NOTIFIED THAT THE FAILURE TO INCLUDE WITHIN THE SEALED BID ENVELOPE A PROPER BID BOND OR OTHER SECURITY APPROVED UNDER THE COUNTY'S PURCHASING POLICY, IF REQUIRED FOR THIS SOLICITATION, OR THE FAILURE TO FILE A WRITTEN NOTICE OF PROTEST AND TO FILE A WRITTEN PETITION INITIATING A FORMAL PROTEST PROCEEDING WITHIN THE TIMES AND IN THE MANNER PRESCRIBED IN SECTION 8.N. OF SAID POLICY, SHALL CONSTITUTE A WAIVER OF THE RIGHT TO PROTEST THE BID SOLICITATION, ANY ADDENDUM THERETO, OR THE BID DECISION, AS APPLICABLE, AND TO INITIATE A FORMAL PROTEST PROCEEDING UNDER SAID POLICY. THE COUNTY'S PURCHASING POLICY CAN BE VIEWED AT THE COUNTY'S WEBSITE BY FOLLOWING THE APPROPRIATE LINKS FROM THE HOMEPAGE ADDRESS SET FORTH ABOVE.

IF A PROSPECTIVE BIDDER IS IN DOUBT WHETHER THIS SOLICITATION REQUIRES A BID BOND, SUCH PROSPECTIVE BIDDER IS SOLELY RESPONSIBLE FOR MAKING APPROPRIATE INQUIRY.

2. Unless otherwise expressly directed by the Board in its decision on a bid award, immediately following such decision the County Manager shall cause a "Notice of Intent to Award Bid" or a "Notice of Rejection of All Bids" to be posted on the County's website, with the time and date of posting appearing thereon. Notice shall not be posted elsewhere. The notice shall be posted in portable document format or other secure format.
3. The failure on the part of a prospective bidder to include within the sealed bid envelope a proper bid bond or other security approved under this policy, if required for the particular bid solicitation, or the failure by a prospective bidder to file a written notice of protest and to file a written petition initiating a formal protest proceeding within the times and in the manner prescribed in this section shall constitute a waiver of the prospective bidder's right to protest the bid solicitation, any addendum thereto, the Board's bid decision, as applicable, and to initiate a formal protest proceeding hereunder.
4. A prospective bidder is solely responsible for determining whether a particular bid solicitation requires a bid bond, and for resolving any doubt by making appropriate inquiry.
5. The County Manager shall cause a copy of this policy to be posted on the County's website in portable document format or other secure format. The County Manager shall cause to be established conspicuous and easy-to-follow links to the policy from the homepage.
6. Any person who is adversely affected by a bid solicitation, by any addendum thereto, or by a bid decision may file with the County Manager a written notice of protest no later than 4:30 p.m. on the third business day immediately following the date notice is published, with respect to a bid solicitation; no later than 4:30 p.m. on the third business day immediately following the date of issuance, with respect to a bid addendum; and within 72 hours after the posting of the

notice, exclusive of hours occurring during days that are other than business days, with respect to a bid decision.

7. A formal protest proceeding shall be deemed commenced upon the timely filing of a written petition initiating the same. A written petition initiating a formal protest proceeding must be filed with the County Manager no later than 4:30 p.m. on the tenth calendar day immediately following the date on which the written notice of protest was filed; provided, if the tenth calendar day is not a business day, then the petition must be filed no later than 4:30 p.m. on the first business day immediately following said tenth calendar day. The petition must set forth with particularity the facts and law upon which the protest is based. The petition must conform substantially with the requirements for petitions set forth in Rule 28-106.201, Florida Administrative Code. References in this section to a petition shall mean a written petition initiating a formal protest proceeding filed in accordance with this subsection.

8. Any protest of a bid solicitation or bid addendum shall pertain exclusively to the terms, conditions, and specifications contained in a bid solicitation or bid addendum, including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract.

9. Upon receipt of a formal written notice of protest that has been timely filed, the County Manager shall suspend the bid solicitation or bid award process until the subject of the protest is resolved by final action as specified in this section, unless the County Manager sets forth in writing particular facts and circumstances which require the continuance of the solicitation or award process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare. Such suspension shall be lifted immediately in the event the protesting party shall have failed to timely file a petition.

10. Intervenorors shall be permitted to participate in the formal protest proceeding in accordance with the procedures governing intervenor practice set forth in Rule Chapter 28-106, Florida Administrative Code, and shall be subject to all limitations provided therein applicable to intervenors.

11. In his or her discretion, the County Manager may provide an opportunity to resolve the protest by mutual agreement between the County Manager and the protesting party within 7 calendar days after receipt of a timely petition. Such agreement must be reduced to writing, signed by the County Manager and the protesting party or such party's authorized agent, and submitted to the Board at the earliest opportunity. The agreement shall not be deemed effective unless ratified by the Board. If the Board shall fail to ratify the agreement, then the protest shall proceed to resolution as hereinafter provided.

12. Within 10 business days following the timely filing of a petition, or, if the Board shall have considered but failed to ratify an agreement submitted to it under subsection 11, then within 10 business days thereafter, a hearing shall be conducted pursuant to subsection 13 before a hearing officer, who shall be the County Manager or his or her designee. The County Manager may designate any department head as the hearing officer; provided a department head who is substantially involved in or connected with the bid solicitation or bid award process shall be

deemed disqualified from serving as the hearing officer, unless such involvement or connection is purely ministerial in nature.

13. All hearings shall be conducted pursuant to written notice to the protesting party, the County Attorney's Office and all intervenors by the hearing officer specifying the time, date and place of the hearing. Particular rules and procedures governing each such hearing are as follows:

- a. The audio thereof shall be recorded electronically.
- b. Prior to the hearing only, motion practice may be permitted by the hearing officer in his or her discretion in accordance with the rules governing the same set forth in Rule Chapter 28-106, Florida Administrative Code. All motions shall be ruled upon prior to or at the start of the hearing, except that rulings on motions in limine may be deferred to an appropriate time during or after the hearing.
- c. Prior to the hearing, the protesting party, the County and all intervenors must confer and endeavor to stipulate to as many relevant and undisputed facts upon which the decision is to be based as may be practicable. Such stipulation must also identify those issues of material fact, if any, that remain in dispute. The stipulation must be reduced to a writing signed by or on behalf of the protesting party, the County and all intervenors, and be submitted to the hearing officer at least two business days prior to the hearing. The stipulation may include an appendix comprising documents that shall be deemed admitted and considered as evidence for purposes of the hearing, or referring to tangible items deemed admitted and considered as evidence for purposes of the hearing, which items shall either be presented at the hearing or, if such presentation is impractical, submitted to the hearing officer by graphic, descriptive, representational, photographic, videotape or similar medium properly depicting or characterizing the items.
- d. The protesting party and all intervenors shall have the right to appear before the hearing officer at the hearing in proper person or through counsel and, as to those issues of material fact, if any, that remain in dispute, as identified in the stipulation, to present relevant testimonial, documentary and tangible evidence, and to be heard on the substantive issues bearing on the protest. The County shall be deemed a party to the proceeding, and the County Attorney or any assistant county attorney may participate in the protest proceeding, appear before the hearing officer, present evidence and be heard on behalf of the County.
- e. All witnesses shall be placed under oath by the hearing officer prior to testifying, and shall be subject to cross-examination by any hearing participant.
- f. Hearsay evidence shall be admissible unless the hearing officer shall determine the same to be redundant, unreliable or prejudicial.
- g. At the hearing any hearing participant may offer appropriate argument and summation, and submit a written brief and a proposed order, but only after the conclusion of the evidentiary portion of the hearing, if any.

h. Immediately following the hearing, the County Manager shall cause a written transcript of all testimonial evidence introduced at the hearing to be prepared expeditiously based upon the audio recording, and shall provide copies of the same to all of the hearing participants.

i. Within 7 business days following the hearing, the hearing officer shall submit a recommended order to the County Manager and serve copies on all hearing participants; provided, if the County Manager is the hearing officer, then within 7 business days following the hearing, the County Manager shall issue a recommended order and serve copies on all hearing participants. The recommended order shall contain findings of fact and, based upon such facts, a disposition of the protest; provided, no finding of fact may be predicated solely upon the basis of hearsay.

j. The recommended order shall thereafter be submitted to the Board along with the transcript of the hearing testimony and the entire written and tangible record of the protest proceedings at the earliest opportunity to be considered at a time certain, with notice thereof served upon the hearing participants. Each of the hearing participants shall be allowed 3 minutes to address the Board regarding the recommended order, unless the Chairman in his or her discretion shall allow additional time. If a hearing participant intends to challenge any finding of fact in a recommended order that was based upon testimonial evidence, such participant shall be allowed 2 additional minutes for such purpose, and may direct the attention of the Board members to any portion of the transcript relevant to the challenge. The other hearing participants shall each have the right to offer argument in rebuttal to the challenge, and to direct the attention of the Board members to any portion of the transcript relevant to the rebuttal. No testimony or other evidence beyond the record and the transcript shall be presented to the Board. Thereafter the Board shall render its decision on the protest. In so doing the Board shall be bound by the findings of fact in the recommended order that are based upon testimonial evidence, except those for which it upholds a challenge. A challenge shall be upheld only if the finding of fact is not supported by competent, substantial evidence in the record or in the transcript. Otherwise, the Board shall not be bound by any of the provisions of the recommended order. The decision of the Board shall be reduced to a written order signed by the Chairman, and shall constitute final action of the County on the protest.

k. The date, type and substance of all ex parte communications between any Board member and a hearing participant, including counsel therefor or any agent thereof, and between any Board member and third party, must be publicly disclosed by the Board member prior to the rendering of the Board's decision. All such communications that are written or received electronically must be filed for the record, and copies thereof provided to each Board member and hearing participant.

14. All proceedings before the hearing officer shall be informal, and customary rules of evidence shall be relaxed. In all respects both the hearing officer and the Board shall observe the requirements of procedural and substantive due process that are the minimum necessary for accomplishing a fair, just and expeditious resolution of the protest.

15. Ex parte communications between a hearing participant and the hearing officer are forbidden. The hearing officer may take such steps as he or she may deem just and appropriate to prevent or sanction attempted ex parte communications, including promptly disclosing the attempted communication, or requiring the offending hearing participant to disclose promptly the attempted communication, to the other hearing participants. Where necessary, the hearing officer may recuse himself or herself, and the subsequently designated hearing officer may order the offending participant to pay for all or any portion of the costs incurred by the County and any other hearing participant strictly as a consequence of the ex parte communication or attempted ex parte communication, else be excluded from further participation. Neither the County Attorney nor any assistant county attorney shall be subject to this subsection or prohibited from engaging in ex parte communications with the hearing officer.

16. The purpose of this policy is to promote fairness and public confidence in the competitive bidding process. To further such end, and except as otherwise specifically provided herein, the substantive law governing the resolution of bid protests found in the decisions of the Florida appellate courts, as well as any statutes or agency rules that may be applicable to the particular bid solicitation, shall guide the hearing officer and the Board in rendering a decision on a bid protest under this section. The significant principles of law governing the bid protest and the resolution thereof, which shall prevail to the extent not otherwise in conflict with any governing statutes or agency rules, are as follows:

- a. The burden is on the party protesting the award of the bid to establish a ground for invalidating the award.
- b. The standard of proof for the protest proceeding shall be whether the proposed award was clearly erroneous, contrary to competition, arbitrary, or capricious.
- c. The proposed award shall be deemed arbitrary or capricious if it is contrary in a material way to any governing statutes, the County's rules or policies, or the bid or proposal instructions or specifications.
- d. The scope of the inquiry is limited initially to whether the proposed award is improper under the foregoing standard of proof. If and only if the hearing officer first determines on the basis of competent and substantial evidence that the proposed award is improper, then the hearing officer may recommend, in accordance with the law and this policy, an alternate disposition for the proposed award. Such disposition may include, but shall not be limited to, rejecting all bids, or awarding all or a portion of the bid to the protesting party.
- e. A bid protest proceeding may not serve as a vehicle for the Board to revisit the proposed award absent a determination of impropriety as set forth above.

17. By written agreement amongst the protesting party, the County, and all then-existing intervenors, any provision of this section pertaining to the procedures for resolving a protest for which a petition has been timely filed may be modified or waived so long as such modification

or waiver shall not hinder or thwart the proper and expeditious resolution of the protest, or otherwise operate to undermine the salutary purposes of competitive, public bidding.

18. Only to the extent necessary to avoid a miscarriage of justice or to prevent a manifest violation of a hearing participant's procedural or substantive due process rights, a hearing officer may modify or suspend the applicability of any of the provisions or requirements of this section in the course of conducting a protest proceeding hereunder; provided, a hearing officer may not modify or suspend any of the provisions or requirements of subsections 3, 4, 6, 7, 8, 16, 20, 21 and 22 hereof.

19. Except and to the extent specifically provided in this section, and except and to the extent otherwise specified provided by written agreement amongst the protesting party, the County, and all then-existing intervenors, no provisions of Rule Chapter 28-106, Florida Administrative Code, shall be deemed applicable to the resolution of protests under this section.

20. For purposes of this section, the filing with the County Manager of a written notice of protest or of a written petition initiating a formal protest proceeding shall be deemed accomplished only when the original written notice or original written petition has been physically received by the County Manager or his or her designee. A notice or petition shall be deemed original only if it bears the original signature of the protesting party or such party's authorized agent. No notice or petition may be filed by facsimile transmission or by e-mail, and any notice or petition received in such manner shall be deemed unfiled and ineffective. The use of an overnight delivery service or of the United States Postal Service to file a notice or petition shall be entirely at the risk of the person submitting the same, and any such notice or petition so received after the applicable deadline shall be deemed untimely.

21. For purposes of this section, a business day shall mean any 24-hour day that is not a Saturday, a Sunday, or a holiday observed by the County.

22. For purposes of this section, counsel shall mean an attorney who is a member of the Florida Bar in good standing.

23. For purposes of this section, all notices of protest and petitions initiating formal protest proceedings, and all stipulations, briefs, proposed findings of fact, written motions and proposed orders submitted to a hearing officer shall be on white, opaque paper 8 ½ by 11 inches in size. The pages of all such documents shall have margins on all sides of not less than 1 inch; shall be in Times New Roman or Courier New font no smaller than 12 in size, including footnotes and endnotes; shall have standard double-spacing between lines, excluding quotations, footnotes and endnotes; and shall be numbered at the bottom. All quotations shall be indented. Briefs shall not exceed 15 pages in length, and may not include any appendices. A digital copy of all written stipulations, briefs, proposed findings of fact, written motions and proposed orders submitted to the hearing officer must be simultaneously provided to the hearing officer in Word format, version 2000 or later, on compact disc or 3 ½" diskette.

24. For purposes of this section, a hearing participant shall mean and include the protesting party, the County and any intervenor.

25. This section shall be construed and implemented so as to secure the just, speedy, and inexpensive resolution of bid protests.

(O) **UTILITY RELOCATION AGREEMENTS:** Prior to soliciting bids for right of way improvements and other public works projects that require the removal or relocation of utilities, agreements with the affected utilities must be entered into providing for the terms, scheduling and conditions of such relocation and removal. The County Manager may develop and maintain such form of agreement as may be appropriate for accomplishing the requirements of this section. (*Resolution No. 09/10-65*)

(P) **NO-CONTACT RULE:** (*Resolution No. 09/10-81*)

1. As used in this section and unless the context clearly requires otherwise, the following terms and phrases shall have the meanings herein ascribed:

a. Contacting shall mean communicating or attempting to communicate by any means, whether orally, telephonically, electronically or in writing.

b. Bidder shall mean any person or entity submitting a response to a bid solicitation, and shall include all owners, shareholders, principals, officers, employees and agents thereof.

c. Bid shall mean any bid, request for proposals and request for qualifications.

d. Solicitation period shall mean the time between the publication of the notice of the bid and the opening of the bid.

e. Evaluation period shall mean the time between the opening of the bid and the award thereof by the Board of County Commissioners.

2. The instructions for all solicitations of bids to be submitted under seal shall include provisions prohibiting bidders from contacting (i) any member of the Board of County Commissioners, the County Manager or any County employee or agent regarding the solicitation in any respect during the solicitation period, and (ii) the County Manager or any County employee or agent regarding the solicitation in any respect during the evaluation period. The violation of this rule shall result in the automatic disqualification of any response to a bid solicitation submitted by the violator, and the foregoing instructions shall so state.

3. The no-contact rule set forth in subsection 2 shall not apply to inquiries submitted to County employees or agents in the manner specifically provided in the bid solicitation package regarding the distribution thereof, or to communications seeking clarification regarding instructions or specifications submitted to County employees or agents in the manner specifically provided in the bid solicitation package, or to pre-bid conferences provided for in the bid solicitation package, or to formal presentations by finalists to the Board of County Commissioners or any committee thereof specifically contemplated in

the bid solicitation package.

4. The purpose of the no-contact rule set forth in subsection 2 is to prevent any one bidder from gaining an advantage over other bidders through lobbying or otherwise attempting to influence the procurement decision through discussions or the presentation of information or materials outside of the process contemplated in the bid solicitation package and this purchasing policy, and also to ensure that the dissemination of information from the County entity to bidders regarding the bid solicitation is equal and uniform.

Form

W-9(Rev. December 2011)
Department of the Treasury
Internal Revenue Service**Request for Taxpayer
Identification Number and Certification****Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ ☐ Other (see instructions) ▶ _____	☐ Exempt payee
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-			-		

Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign
Here**Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for ...	THEN the payment is exempt for ...
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ³ The actual owner ³
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 11/11/2014

Consent item: Yes

SUBJECT: Piggyback Volusia County Contract for HVAC Services

DEPARTMENT: Public Works

RECOMMENDED MOTION: Waive formal bid procedures and approve piggyback on Volusia County Contract for HVAC Services with Flair Air Conditioning & Heating and D.G. Meyer Inc. and authorize the Mayor and City Clerk to execute all required documents.

SUMMARY: For HVAC services as needed at City facilities, staff requests approval to piggyback Volusia County contract #11-B-09KW with Flair Air Conditioning & Heating and D.G. Meyer Inc. Both contractors are willing to extend the same pricing, terms and conditions to the City of Port Orange. Funding for HVAC services is as follows: Public Works, 506-4200-539-3414, \$80,000; Parks Department, 001-4400-572-3414, \$7,000.00, 001-5125-572-3113, \$1,000.00, 001-5125-572-4616, \$1,000.00; Public Utilities, 401-0600-536-4610 \$50,000.00.

Project No.: Funding Account No.: 50642005393414
00144005723414
00151255724616
40106005364610
00151255723113

ATTACHMENTS:

1.	Flair Master Agrmt/City Letter	11-B-09KW Flair master agmt,County extension and letter to City.pdf
2.	DG Meyer Master Agmt/City letter	11-B-09KW DG Meyer master agmt,County extension and letter to City.pdf
3.	Flair Services, Inc. Piggyback Agreement	Piggyback Agreement with Exhib.pdf
4.	D.G. Meyer, Inc. Piggyback Agreement	Piggyback Agreement with Exhib.pdf

Cockcroft, Kynah
Silvey, Mike
Riehm, Tracey
Gomez, Joseph

Created/Initiated - 10/28/2014
Approved - 10/28/2014
Approved - 10/28/2014
Approved - 10/29/2014

Roberts, Margaret
Harden, David

Approved - 11/06/2014
Final Approval - 11/06/2014

FLAIR AIR CONDITIONING & HEATING

**935 ALEXANDER AVE.
PORT ORANGE,
FLORIDA 32129
State Cert: CAC012263
CAC042652**

**VOLUSIA: 386-767-3900
FLAGLER: 386-439-0517
FAX: 386-761-1205**

**City of Port Orange
PO Box 291759
Port Orange, FL 32129**

August 28, 2014

RE: County Contract: 870 3657A-1

To Whom It May Concern:

Please be advised that Flair Service, Inc. will extend the current County Contract rate until September 30, 2015.

If you have any questions or concerns, please contact me at the number above.

Sincerely,

Terence Soppet V.P.



COUNTY OF VOLUSIA, FLORIDA
PURCHASING DIVISION
123 West Indiana Avenue Room 302
DeLand, Florida 32720-4608
Office: (386) 626-6625 Fax : (386) 736-5972
e-mail: kwilliams@volusia.org

To: Thomas McGuire – FLAIR SERVICE INC From: Kathy Williams, Procurement Analyst
Fax: 386.761.1205 Pages: 1
Phone: 386.767.3900 Date: 01.07.14
Re: Master Agreement 3657 Renewal Email: flairaircond@aol.com

MESSAGE: The current Master Agreement 3657 expires January 31, 2014. The County would like to extend the above Master Agreement through January 31, 2015 at the same prices, terms and conditions. Please indicate your agreement by having this form signed by a duly authorized representative of the firm who has the ability to sign agreements and then return via email to my attention. Your cooperation in this matter is greatly appreciated.

*** In order for the above Master Agreement to be approved, the County also requires a current ACORD insurance form naming: Volusia County as additional insured on general liability insurance, listing the Master Agreement number 3657 and the name of the County's Purchasing contact Kathy Williams. Requirements are:

1. \$1,000,000 – General Liability per occurrence/\$3,000,000 – Aggregate
2. \$100,000/\$300,000 – Automobile / Any Auto
3. Statutory Workers' Compensation

Thank you for your prompt reply.

☒ Yes, we are interested in doing business with the County, as outlined above.

☐ No, we are not interested in doing business with the County, as outlined above.

Authorized Signature

Date

1/7/14

Firm's address:

935 ALEXANDER AVE
Port Orange, FL 32129

If you have any questions regarding this communication, please don't hesitate to contact me at the numbers or e-mail address, indicated above



Master Agreement

TERM: 2014-02-01 to 2015-01-31

NO. 870 3657A - 2

Page 1 of 2

Date Issued: 05/05/14

Vendor contact: Name: THOMAS P MCGUIRE JR Phone: 386-767-3900 Ext.: E-mail:	County contact: Name: KEVIN KANE Phone: 386-248-1760 Ext.: E-mail: KKane@co.volusia.fl.us	Bill To: County of Volusia AS REQUIRED BY USING DEPARTMENT VOLUSIA COUNTY, FL 32720
Vendor Name: FLAIR SERVICE INC 935 ALEXANDER AVENUE PORT ORANGE, FL 32129		Ship To: AS REQUIRED BY USING DEPARTMENT VOLUSIA COUNTY, FL 32720
Solicitation Number: 11-B-09KW Award Date: 2014-02-06 Award Authorization: COUNCIL		Purchasing Analyst: ANDREW KOKITUS Phone: 386-943-7009 Ext.: E-mail: akokitus@volusia.org Payment Terms: Net 45 Days, FOB Dest, Freight allowed
Document Description: HVAC & Ice Machine Repair Svcs. & Sheet Metal Fabrication		

Line Item	Commodity Code	Unit	Description	Unit Price or Contract Amount
1	91036	HOUR	HVAC Services - Normal Business Hours	66.00000
2	91036	HOUR	HVAC Services - Apprentice	34.00000
3	91036	HOUR	HVAC Services - Emergency	85.00000
4	91036	HOUR	HVAC Services - Apprentice Emergency	53.00000
5	91036	HOUR	HVAC Services - Sheet Metal Fabrication	66.00000
6	91036	HOUR	HVAC Services - New Unit Installation	66.00000
7	91036	EA	HVAC Services - Parts Cost Plus 50% - 100%	0.00000

A delivery order is required for the release of items / services from the referenced Master Agreement. If a solicitation number is referenced then the terms and conditions of said solicitation become part of the Master Agreement. Deviation from prices stated is not permitted without a signed corrected Change Order.

If vendor terms and conditions conflict with Count of Volusia Terms and Conditions, the County's Terms and Conditions prevail. See reverse side for terms and conditions.



Master Agreement
TERM: 2014-02-01 to 2015-01-31

NO. 870 3657A - 2

Page 2 of 2

Date Issued: 05/05/14

Line Item	Commodity Code	Unit	Description	Unit Price or Contract Amount
8	91036	HOUR	HVAC Services - Sheet Metal Fabrication - Apprentice	34.00000
9	91036	HOUR	HVAC Services - New Unit Installation - Apprentice	34.00000
10	91036	EA	HVAC Services - Installation of Pitch pockets to install refrigeration lines	0.00000
11	91036	EA	HVAC Services - Installation of curb mounting for roof HVAC equipment	0.00000
12	93667	QTR	Marine Science Center Quarterly Maintenance refrigeration Equipment	88.00000
13	93667	QTR	Medical Examiner Quarterly Maintenance refrigeration Equipment	240.00000

Jeaniene Jennings CPPB
Purchasing & Contracts Director

County of Volusia
Sales Tax Exemption Number
85-8012622393C-9

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A delivery order is required for the release of items / services from the referenced Master Agreement. If a solicitation number is referenced then the terms and conditions of said solicitation become part of the Master Agreement. Deviation from prices stated is not permitted without a signed corrected Change Order.

If vendor terms and conditions conflict with Count of Volusia Terms and Conditions, the County's Terms and Conditions prevail. See reverse side for terms and conditions.

Purchase Order (PO) or Master Agreement (MA) Terms and Conditions

Providing any good or service constitutes acceptance of this entire PO or MA without exception

Delivery. Title and risk of loss shall pass when items have been received, inspected, and accepted by County of Volusia ("County"). All associated shipping, insurance, and other related costs shall be borne by Provider.

Discontinued. Provider shall give County 30 (thirty) days advance notice of a discontinued item(s) so that County can purchase additional quantities of discontinued item(s). County must give written approval of replacement(s) if they exceed previous price or fail to meet quality, form, fit, or function of the discontinued item. Time is of the essence regarding Performance of Services and this PO or MA can be terminated by the County for convenience, non-appropriation of funds, or non-performance.

Disputes. If such dispute arises under this PO or MA and is not resolved informally by the parties within five (5) business days, the party bringing a claim ("Disputing Party") shall deliver to the first level representative of the other party a written statement ("Dispute Notice") describing the dispute. If the respective representatives cannot resolve the dispute within ten (10) days, the dispute shall be escalated through two higher levels of management. If the dispute has not been resolved within 25 (twenty-five) calendar days after delivery of the Disputing Party's notice, either party may give written notice to the other party declaring the resolution process terminated and pursue other legal recourse or initiate formal non-binding mediation before a single mediator, which shall be completed within 30 (thirty) days of initiation, in accordance with rules of practice and procedure adopted by the Supreme Court of Florida for court-ordered mediation, Rule 1.700, et seq., of the Florida Rules of Civil Procedure, and Chapter 44, Florida Statutes. If the dispute remains unresolved after conducting such mediation, then either party may proceed to finalize such termination remedies and commence litigation in a court of competent jurisdiction.

Governing Law/Jurisdiction/Venue. This PO or MA shall be governed by the laws of the State of Florida and venue for any litigation arising from this PO or MA shall be in the County of Volusia, Florida, and any trial shall be non-jury. Each party agrees to bear its own costs and attorneys' fees relating to any dispute arising under this PO or MA. Provider shall comply with all applicable laws and regulations.

Insurance. For goods and services delivered or performed by Provider on County premises, Provider certifies it maintains comprehensive general liability insurance and auto insurance in the amounts identified in the solicitation and/or contract and any amendments thereto pertaining to this PO or MA, or from an A.M. Best "A-" or better rated insurance firm authorized by the State of Florida Insurance Commissioner. The County reserves the right to require the "County of Volusia" be named as additional insured for projects when deemed necessary. For services performed off County premises and goods delivered by third party carriers, the Provider shall use such carriers that maintain such insurance coverage as set forth above.

Intellectual Property. Provider agrees to protect, defend, indemnify, and save the County, its agents, officials, including elected officials, and employees of the County harmless from and against any and all claims, demands, actions, and causes of action which may arise asserting that a copyright, trademark, trade secret, or patent ("Intellectual Property"), as provided under this PO or MA, infringes or misappropriates any third party's Intellectual Property. If Provider must pay a third party any license, royalty, or other such usage fee in order to deliver the item(s) under this PO or MA, such third party and usage fee must be specified in the Provider's offer to sell to the County.

Indemnification. The Provider shall indemnify, defend, and hold harmless the County and its agents, officers, and employees, from and against all claims, damages, losses, and expenses, including, but not limited to, attorney's fees arising out of or resulting from the provision of goods and/or services pursuant to the Agreement and/or this PO or MA, provided that the claim, damage, loss, and expense is caused in whole or in part by any negligent act or omission of the Provider, or anyone directly or indirectly employed by Provider or anyone for whose acts the Provider may be liable hereunder, except the Provider will not be required to indemnify and hold the County harmless if such claim, damage, loss, and expense is the result of the sole negligence of the County or of anyone directly or indirectly employed by the County or anyone for whose acts the County may be liable.

Modification & Assignment. County may unilaterally change, at no additional cost, the quantity and receiving point within the County for items not yet shipped. All other items must be mutually agreed upon in writing. County is not required to pay for defective items, back-orders, late deliveries, those quantities exceeding the PO or MA quantity, or items shipped at a higher price than stated on the PO or MA. Neither this PO or MA nor any interest herein shall be assigned, transferred, or encumbered by Provider except as authorized in writing by the County.

Notices. All notices given by one party to the other party under this PO or MA shall be delivered to the receiving party's address set forth on this PO either by hand, qualified courier, or e-mail and shall be deemed received the day after it is transmitted. For the County, it shall be addressed to the Purchasing and Contracts Department, 123 West Indiana Avenue, 3rd Floor, DeLand, Florida, 32720 or purchasing@volusia.org.

No Waiver. Except as expressly set forth herein, no failure or delay on the part of County in exercising any right, power, or remedy hereunder shall operate as or be deemed a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy preclude any other or further exercise thereof, or the exercise of any other right, power, or remedy.

Order of Precedence. In the event of conflict between this PO or a Price Agreement (PA), the originating Volusia County contract and amendments thereto shall be controlling. This control shall pertain to all specifications and scopes of work included in the originating Volusia County contract and any amendments thereto. Payment. Except for construction services, which shall be paid pursuant to the Florida Prompt Payment Act, County shall pay Provider within 45 (forty-five) days after receipt of an accurate and undisputed invoice, unless the County accepts a prompt payment discount from Provider and the goods or services are not defective. Invoice, packing slip, delivery receipt, order acknowledgement, and correspondence shall clearly indicate the PO or MA number. Any additional or different terms and conditions on Provider's documents shall be considered null and void. The County may deduct amounts it is due from Provider's payment or not pay disputed invoices until such dispute is resolved. Nothing in this PO or MA shall create any obligation on the part of the County to pay directly to any subcontractor of Provider any monies due to such subcontractor or claims of such subcontractor for amounts owed by Provider to subcontractor for goods or services provided under this PO or MA.

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

Taxes. County is tax exempt from Manufacturers' Federal Excise Tax (Exemption# 49-6000-885) and Florida sales tax (Exemption# 85-8012622393C-9). Certificates are available at www.volusia.org/purchasing. After accessing the foregoing website, select, "Doing Business with Volusia County" and "Consumer Certificate of Tax Exemption" from the available menu screens to see a copy of the certificates. UCC. In addition to any rights or remedies contained in this P.O., each party shall have rights, duties, and remedies available through the Uniform Commercial Code (UCC).

Warranty. Provider warrants that all Work or Services performed under this PO or MA shall be performed in a good and competent workmanlike manner to the satisfaction of the County, and materials shall be of good quality (unless otherwise stated on PO or MA), and free from defects and pursuant to specifications and requirements of the contract related to this PO or MA. Provider warrants merchantability of all goods or services and that they are fit for the ordinary purposes they are intended to serve.

D.G. Meyer
INC.

Fla. St. Lic. #CA C039739
#CM C057027 • #CS C041365
Ga. St. Lic. #CN007951
EC 13005098

AIR CONDITIONING • HEAT • SHEET METAL • ELECTRICAL

P.O. Drawer 730008 • Ormond Beach, Florida 32173-0008
Daytona 253-7774 • West Volusia 738-3888 • Flagler 446-8658
Fax 255-9431 • www.dgmeyer.com

**City of Port Orange
1000 City Center Circle
Port orange FL 32127**

**Re: Volusia County Master Agreement (# 850-3665-3) for service labor and repairs
extended to City of Port Orange FL.**

1. HVAC Services - Normal Business Hourly rate \$48.50
2. HVAC Services - Apprentice Normal Hourly rate \$25.00
3. HVAC Services - Emergency after hours rate \$68.00
4. HVAC Services - Apprentice after hours rate \$34.00
5. HVAC Services - Sheet metal Fabrication hour rate \$48.00
6. HVAC Services - New Equipment Installation rate \$48.50
7. HVAC Services - Parts Cost Plus 15%

City of Port Orange accepts rates as above till 09/30/2015.

Accepted By _____ / _____ Date _____
City of Port Orange
1000 City Center Circle
Port Orange, FL 32127

Offered By: Daniel A. Lewis/

Service Manager

D. G. Meyer, Inc

345 Madison Ave

Daytona Bch, FL 32114

Date

Daniel A. Lewis
09/3/14



COUNTY OF VOLUSIA, FLORIDA
PURCHASING DIVISION
123 West Indiana Avenue Room 302
DeLand, Florida 32720-4608
Office: (386) 626-6625 Fax : (386) 736-5972
e-mail: kwilliams@volusia.net

To:	Daniel Lewis, D.G. Meyer	From:	Kathy Williams, Procurement Analyst
Fax:	386.255.9431	Pages:	1
Phone:	386.253.7774	Date:	01.07.14
Re:	Master Agreement 3655 Renewal	Email:	dlewis@dgmeyer.com

MESSAGE: The current **Master Agreement 3655** expires **January 31, 2014**. The County would like to extend the above Master Agreement through **January 31, 2015 at the same prices, terms and conditions**. Please indicate your agreement by having this form signed by a duly authorized representative of the firm who has the ability to sign agreements and then return via email to my attention. Your cooperation in this matter is greatly appreciated.

*** In order for the above Master Agreement to be approved, the County also requires a current **ACORD insurance form naming: Volusia County as additional insured on general liability insurance, listing the Master Agreement number 3655 and the name of the County's Purchasing contact, Kathy Williams**. Requirements are:

1. \$1,000,000 – General Liability per occurrence/\$3,000,000 – Aggregate
2. \$100,000/\$300,000 – Automobile / Any Auto
3. Statutory Workers' Compensation

Thank you for your prompt reply.

☒

Yes, we are interested in doing business with the County, as outlined above.

☐

No, we are not interested in doing business with the County, as outlined above.

Authorized Signature

Daniel A Lewis

Date

01/07/14

Firm's address:

345 Madison Ave

Daytona Beach FL

32114

If you have any questions regarding this communication, please don't hesitate to contact me at the numbers or e-mail address, indicated above



Master Agreement

NO. 870 3655A - 2

TERM: 2014-02-01 to 2015-01-31

Page 1 of 2

Date Issued: 05/05/14

Vendor contact: Name: JANE Phone: 386-253-7774 E-mail:		Ext.:	County contact: Name: KEVIN KANE Phone: 386-248-1760 E-mail: KKane@co.volusia.fl.us	Ext.:	Bill To: County of Volusia AS REQUIRED BY USING DEPARTMENT VOLUSIA COUNTY, FL 32720
Vendor Name: D.G. MEYER INC 345 MADISON AVE. DAYTONA BEACH, FL 32114			Vendor No. 91052000020		Ship To: AS REQUIRED BY USING DEPARTMENT VOLUSIA COUNTY, FL 32720
Solicitation Number: 11-B-09KW Award Date: 2014-02-06 Award Authorization: COUNCIL			Purchasing Analyst: ANDREW KOKITUS Phone: 386-943-7009 E-mail: akokitus@volusia.org Ext.: Payment Terms: Net 45 Days, FOB Dest, Freight allowed		
Document Description: HVAC & Ice Machine Repair Svcs. & Sheet Metal Fabrication					

Line Item	Commodity Code	Unit	Description	Unit Price or Contract Amount
1	91036	HOUR	HVAC Services - Normal Business Hours	48.50000
2	91036	HOUR	HVAC Services - Apprentice	25.00000
3	91036	HOUR	HVAC Services - Emergency	68.00000
4	91036	HOUR	HVAC Services - Apprentice Emergency	34.00000
5	91036	HOUR	HVAC Services - Sheet Metal Fabrication	48.50000
6	91036	HOUR	HVAC Services - New Unit Installation	48.50000
7	91036	EA	HVAC Services - Parts Cost Plus 15%	0.00000

A delivery order is required for the release of items / services from the referenced Master Agreement. If a solicitation number is referenced then the terms and conditions of said solicitation become part of the Master Agreement. Deviation from prices stated is not permitted without a signed corrected Change Order.

If vendor terms and conditions conflict with Count of Volusia Terms and Conditions, the County's Terms and Conditions prevail. See reverse side for terms and conditions.



Master Agreement

NO. 870 3655A - 2

TERM: 2014-02-01 to 2015-01-31

Page 2 of 2

Date Issued: 05/05/14

Line Item	Commodity Code	Unit	Description	Unit Price or Contract Amount
8	91036	MO	HVAC monthly Service - DeBary Hall - Filter change only	239.00000
9	91036	MO	HVAC monthly Service - DeBary Hall - Full Service	385.00000
10	91036	EA	HVAC monthly Service - DeBary Hall - Filter chang only	340.00000
11	91036	EA	HVAC Services - Permit Fees	0.00000
12	91036	EA	HVAC Services - Wind Load Engineering	0.00000
13	91036	EA	HVAC Services - Installation of Pitch pockets to install refrigeration lines	0.00000
14	91036	EA	HVAC Services - Installation of curb mounting for roof HVAC equipment	0.00000

Jeaniene Jennings CPPB
Purchasing & Contracts Director

County of Volusia
Sales Tax Exemption Number
85-8012622393C-9

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A delivery order is required for the release of items / services from the referenced Master Agreement. If a solicitation number is referenced then the terms and conditions of said solicitation become part of the Master Agreement. Deviation from prices stated is not permitted without a signed corrected Change Order.

If vendor terms and conditions conflict with Count of Volusia Terms and Conditions, the County's Terms and Conditions prevail. See reverse side for terms and conditions.

Purchase Order (PO) or Master Agreement (MA) Terms and Conditions

Providing any good or service constitutes acceptance of this entire PO or MA without exception

Delivery. Title and risk of loss shall pass when items have been received, inspected, and accepted by County of Volusia ("County"). All associated shipping, insurance, and other related costs shall be borne by Provider.

Discontinued. Provider shall give County 30 (thirty) days advance notice of a discontinued item(s) so that County can purchase additional quantities of discontinued item(s). County must give written approval of replacement(s) if they exceed previous price or fail to meet quality, form, fit, or function of the discontinued item. Time is of the essence regarding Performance of Services and this PO or MA can be terminated by the County for convenience, non-appropriation of funds, or non-performance.

Disputes. If such dispute arises under this PO or MA and is not resolved informally by the parties within five (5) business days, the party bringing a claim ("Disputing Party") shall deliver to the first level representative of the other party a written statement ("Dispute Notice") describing the dispute. If the respective representatives cannot resolve the dispute within ten (10) days, the dispute shall be escalated through two higher levels of management. If the dispute has not been resolved within 25 (twenty-five) calendar days after delivery of the Disputing Party's notice, either party may give written notice to the other party declaring the resolution process terminated and pursue other legal recourse or initiate formal non-binding mediation before a single mediator, which shall be completed within 30 (thirty) days of initiation, in accordance with rules of practice and procedure adopted by the Supreme Court of Florida for court-ordered mediation, Rule 1.700, et seq., of the Florida Rules of Civil Procedure, and Chapter 44, Florida Statutes. If the dispute remains unresolved after conducting such mediation, then either party may proceed to finalize such termination remedies and commence litigation in a court of competent jurisdiction.

Governing Law/Jurisdiction/Venue. This PO or MA shall be governed by the laws of the State of Florida and venue for any litigation arising from this PO or MA shall be in the County of Volusia, Florida, and any trial shall be non-jury. Each party agrees to bear its own costs and attorneys' fees relating to any dispute arising under this PO or MA. Provider shall comply with all applicable laws and regulations.

Insurance. For goods and services delivered or performed by Provider on County premises, Provider certifies it maintains comprehensive general liability insurance and auto insurance in the amounts identified in the solicitation and/or contract and any amendments thereto pertaining to this PO or MA, or from an A.M. Best "A -" or better rated insurance firm authorized by the State of Florida Insurance Commissioner. The County reserves the right to require the "County of Volusia" be named as additional insured for projects when deemed necessary. For services performed off County premises and goods delivered by third party carriers, the Provider shall use such carriers that maintain such insurance coverage as set forth above.

Intellectual Property. Provider agrees to protect, defend, indemnify, and save the County, its agents, officials, including elected officials, and employees of the County harmless from and against any and all claims, demands, actions, and causes of action which may arise asserting that a copyright, trademark, trade secret, or patent ("Intellectual Property"), as provided under this PO or MA, infringes or misappropriates any third party's Intellectual Property. If Provider must pay a third party any license, royalty, or other such usage fee in order to deliver the item(s) under this PO or MA, such third party and usage fee must be specified in the Provider's offer to sell to the County.

Indemnification. The Provider shall indemnify, defend, and hold harmless the County and its agents, officers, and employees, from and against all claims, damages, losses, and expenses, including, but not limited to, attorney's fees arising out of or resulting from the provision of goods and/or services pursuant to the Agreement and/or this PO or MA, provided that the claim, damage, loss, and expense is caused in whole or in part by any negligent act or omission of the Provider, or anyone directly or indirectly employed by Provider or anyone for whose acts the Provider may be liable hereunder, except the Provider will not be required to indemnify and hold the County harmless if such claim, damage, loss, and expense is the result of the sole negligence of the County or of anyone directly or indirectly employed by the County or anyone for whose acts the County may be liable.

Modification & Assignment. County may unilaterally change, at no additional cost, the quantity and receiving point within the County for items not yet shipped. All other items must be mutually agreed upon in writing. County is not required to pay for defective items, back-orders, late deliveries, those quantities exceeding the PO or MA quantity, or items shipped at a higher price than stated on the PO or MA. Neither this PO or MA nor any interest herein shall be assigned, transferred, or encumbered by Provider except as authorized in writing by the County.

Notices. All notices given by one party to the other party under this PO or MA shall be delivered to the receiving party's address set forth on this PO either by hand, qualified courier, or e-mail and shall be deemed received the day after it is transmitted. For the County, it shall be addressed to the Purchasing and Contracts Department, 123 West Indiana Avenue, 3rd Floor, Deland, Florida, 32720 or purchasing@volusia.org.

No Waiver. Except as expressly set forth herein, no failure or delay on the part of County in exercising any right, power, or remedy hereunder shall operate as or be deemed a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy preclude any other or further exercise thereof, or the exercise of any other right, power, or remedy.

Order of Precedence. In the event of conflict between this PO or a Price Agreement (PA), the originating Volusia County contract and amendments thereto shall be controlling. This control shall pertain to all specifications and scopes of work included in the originating Volusia County contract and any amendments thereto. Payment. Except for construction services, which shall be paid pursuant to the Florida Prompt Payment Act, County shall pay Provider within 45 (forty-five) days after receipt of an accurate and undisputed invoice, unless the County accepts a prompt payment discount from Provider and the goods or services are not defective. Invoice, packing slip, delivery receipt, order acknowledgement, and correspondence shall clearly indicate the PO or MA number. Any additional or different terms and conditions on Provider's documents shall be considered null and void. The County may deduct amounts it is due from Provider's payment or not pay disputed invoices until such dispute is resolved. Nothing in this PO or MA shall create any obligation on the part of the County to pay directly to any subcontractor of Provider any monies due to such subcontractor or claims of such subcontractor for amounts owed by Provider to subcontractor for goods or services provided under this PO or MA.

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

Taxes. County is tax exempt from Manufacturers' Federal Excise Tax (Exemption# 49-6000-885) and Florida sales tax (Exemption# 85-8012622393C-9). Certificates are available at www.volusia.org/purchasing. After accessing the foregoing website, select, "Doing Business with Volusia County" and "Consumer Certificate of Tax Exemption" from the available menu screens to see a copy of the certificates. UCC. In addition to any rights or remedies contained in this P.O., each party shall have rights, duties, and remedies available through the Uniform Commercial Code (UCC).

Warranty. Provider warrants that all Work or Services performed under this PO or MA shall be performed in a good and competent workmanlike manner to the satisfaction of the County, and materials shall be of good quality (unless otherwise stated on PO or MA), and free from defects and pursuant to specifications and requirements of the contract related to this PO or MA. Provider warrants merchantability of all goods or services and that they are fit for the ordinary purposes they are intended to serve.



CITY OF PORT ORANGE PIGGYBACK AGREEMENT

This Piggyback Agreement is entered to this ____ day of _____, 20__, by and between the **CITY OF PORT ORANGE**, a Florida municipal whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **FLAIR SERVICE, INC. D/B/A FLAIR AIR CONDITIONING** ("Contractor"), a Florida corporation whose principal address is 935 Alexander Drive, Port Orange, Florida 32129 (collectively "the Parties").

WHEREAS, Flair Air Conditioning entered into County Contract 870 3657A-1 with Volusia County, pursuant to Bid #11-B-09KW (the "Volusia Agreement"); and

WHEREAS, the Volusia Agreement provides for a term commencing on or about October 1, 2011 and continuing until September 30, 2014, with two (2) subsequent one year renewals; and

WHEREAS, the Volusia Agreement has been renewed with a current effective date Commencing on October 1, 2014 and continuing until September 30, 2015; and

WHEREAS, by entering into this Piggyback Agreement, Contractor agrees to honor the terms of the Volusia Agreement for HVAC, ice machine service, fabrication of sheet metal, and other related services requested by the City of Port Orange; and

WHEREAS, a copy of the Volusia Agreement are available in the Office of the City Clerk, City Hall, 1000 City Center, Port Orange, Florida 32129; and

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

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

1. **Initial Term.** Notwithstanding the date of execution by the City and Contractor, the initial term of this Contract shall be effective commencing on November 11, 2014 and continuing until September 30, 2015.

2. **Renewals.** Upon written agreement of the Parties and appropriation by City Council, this Contract may be renewed for one optional one-year period, commencing on October 1, 2015 and continuing until September 30, 2016.

3. **Contractor Obligation.** Contractor agrees to sell HVAC, ice machine service, fabrication of sheet metal, and other related services to the City at the unit prices set forth in the Volusia Agreement attached hereto as Exhibit "A," except as modified herein. Contractor agrees that all pricing shall remain valid for the duration of this Agreement. Contractor shall not deliver goods or services without a written purchase order, signed by an authorized agent of the City of Port Orange.

4. **Authorization for Services.** This Contract standing alone does not authorize the performance of any work or services to be provided by the Contractor or require the City to place any orders for work or service. Authorization for performance of services by the Contractor under this Contract shall be in the form of written Task

Authorization(s) issued and executed by the City and signed by the Contractor for all purchase orders in excess of \$25,000. A sample Task Authorization is attached hereto as Exhibit "B."

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

5. City Obligations. The City agrees to compensate Contractor at the unit prices set forth in the Volusia Agreement pursuant to periodic Task Authorizations and Purchase Orders issued by the City under this Contract in an amount subject to a limit up to but not to exceed \$97,000.00 during the term of this Contract. The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then current fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

6. Contract Documents. The following forms are attached as Exhibit "C" and unless waived in writing by the City Manager or City Council, and at City expense, must be completed, signed, witnessed and notarized as indicated, and returned to the City prior to the commencement of any services by Contractor under this Contract:

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

7. Termination for Convenience of the City

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

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

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

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

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

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

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

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

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

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

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

10. Examination of Records

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

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

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

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

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

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

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

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

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

12. Termination for Non-Appropriation of Funds

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

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

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

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

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

Insurance	Standards	Comments
Workers' Compensation <u>Additional Coverage:</u>	<u>Limits:</u> Coverage A - Statutory Coverage B - \$100,000 All States (Broad Form) Voluntary Compensation	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000.
Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000 Aggregate	When the Contract work on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
Comprehensive Business, Automobile Liability to include all automobiles. <u>Additional Coverage:</u>	<u>Limits:</u> Auto Liability Bodily Injury: \$100,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence. Non-Owned, Hired Car	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
Property Insurance Builders Risk. <u>Additional Coverage:</u>	<u>Limits:</u> Buildings - Completed value of contract. "All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
Professional Liability (Errors & Omissions)	<u>Limits:</u> Coverage - \$1,000,000 minimum	

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

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

16. Modifications or Changes to this Contract

(a) Change Orders. The Department Head, with the concurrence of the City's signatory as required by the City's Purchasing Policy, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in the services to be

performed or the time of the performance. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract.

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

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

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

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

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

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

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

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

21. Inspection

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

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

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

22. Contract Administration. The Department Head requesting service shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

23. 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.

24. 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.

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

26. 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.

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

28. Additional Provisions

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

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

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

29. 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.

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

City: City of Port Orange
Attention: City Manager
1000 City Center Circle

Port Orange, Florida 32129
(386) 506-5501

Copy to: City of Port Orange
Attention: Public Works Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5575

Contractor: Flair Service, Inc.
Attention: Terence Soppet
935 Alexander Avenue
Port Orange, Florida 32129
(386) 767-3900

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.

31. 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.

32. 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:

FLAIR SERVICE, INC. D/B/A FLAIR AIR CONDITIONING

Printed Name: _____

By: _____

Printed Name: _____

Title: _____

Printed Name: _____

Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of Flair Service, Inc. a Florida corporation, and who:

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

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

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Allen Green, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

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

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

ATTEST:

Printed Name: _____

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

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

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

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

[CA ____]

FLAIR Exhibit "A" **AIR CONDITIONING & HEATING**

**935 ALEXANDER AVE.
PORT ORANGE,
FLORIDA 32129
State Cert: CAC012263
CAC042652**

**VOLUSIA: 386-767-3900
FLAGLER: 386-439-0517
FAX: 386-761-1205**

**City of Port Orange
PO Box 291759
Port Orange, FL 32129**

August 28, 2014

RE: County Contract: 870 3657A-1

To Whom It May Concern:

Please be advised that Flair Service, Inc. will extend the current County Contract rate until September 30, 2015.

If you have any questions or concerns, please contact me at the number above.

Sincerely,

Terence Soppet V.P.



COUNTY OF VOLUSIA, FLORIDA
PURCHASING DIVISION
123 West Indiana Avenue Room 302
DeLand, Florida 32720-4608
Office: (386) 626-6625 Fax : (386) 736-5972
e-mail: kwilliams@volusia.org

To:	Thomas McGuire - FLAIR SERVICE INC	From:	Kathy Williams, Procurement Analyst
Fax:	386.761.1205	Pages:	1
Phone:	386.767.3900	Date:	01.07.14
Re:	Master Agreement 3657 Renewal	Email:	flairaircond@aol.com

MESSAGE: The current Master Agreement 3657 expires January 31, 2014. The County would like to extend the above Master Agreement through January 31, 2015 at the same prices, terms and conditions. Please indicate your agreement by having this form signed by a duly authorized representative of the firm who has the ability to sign agreements and then return via email to my attention. Your cooperation in this matter is greatly appreciated.

*** In order for the above Master Agreement to be approved, the County also requires a current ACORD insurance form naming: Volusia County as additional insured on general liability insurance, listing the Master Agreement number 3657 and the name of the County's Purchasing contact Kathy Williams. Requirements are:

1. \$1,000,000 – General Liability per occurrence/\$3,000,000 – Aggregate
2. \$100,000/\$300,000 – Automobile / Any Auto
3. Statutory Workers' Compensation

Thank you for your prompt reply.

☒ Yes, we are interested in doing business with the County, as outlined above.

☐ No, we are not interested in doing business with the County, as outlined above.

Authorized Signature

Date

1/7/14

Firm's address:

935 ALEXANDER AVE
PORT ORANGE, FL 32129

If you have any questions regarding this communication, please don't hesitate to contact me at the numbers or e-mail address, indicated above



Master Agreement

TERM: 2014-02-01 to 2015-01-31

NO. 870 3657A - 2

Page 1 of 2

Date Issued: 05/05/14

Vendor contact: Name: THOMAS P MCGUIRE JR Phone: 386-767-3900 Ext.: E-mail:	County contact: Name: KEVIN KANE Phone: 386-248-1760 Ext.: E-mail: KKane@co.volusia.fl.us	Bill To: County of Volusia AS REQUIRED BY USING DEPARTMENT VOLUSIA COUNTY, FL 32720
Vendor Name: FLAIR SERVICE INC 935 ALEXANDER AVENUE PORT ORANGE, FL 32129		Ship To: AS REQUIRED BY USING DEPARTMENT VOLUSIA COUNTY, FL 32720
Solicitation Number: 11-B-09KW Award Date: 2014-02-06 Award Authorization: COUNCIL		Purchasing Analyst: ANDREW KOKITUS Phone: 386-943-7009 Ext.: E-mail: akokitus@volusia.org Payment Terms: Net 45 Days, FOB Dest, Freight allowed
Document Description: HVAC & Ice Machine Repair Svcs. & Sheet Metal Fabrication		

Line Item	Commodity Code	Unit	Description	Unit Price or Contract Amount
1	91036	HOUR	HVAC Services - Normal Business Hours	66.00000
2	91036	HOUR	HVAC Services - Apprentice	34.00000
3	91036	HOUR	HVAC Services - Emergency	85.00000
4	91036	HOUR	HVAC Services - Apprentice Emergency	53.00000
5	91036	HOUR	HVAC Services - Sheet Metal Fabrication	66.00000
6	91036	HOUR	HVAC Services - New Unit Installation	66.00000
7	91036	EA	HVAC Services - Parts Cost Plus 50% - 100%	0.00000

A delivery order is required for the release of items / services from the referenced Master Agreement. If a solicitation number is referenced then the terms and conditions of said solicitation become part of the Master Agreement. Deviation from prices stated is not permitted without a signed corrected Change Order.

If vendor terms and conditions conflict with Count of Volusia Terms and Conditions, the County's Terms and Conditions prevail. See reverse side for terms and conditions.



Master Agreement
TERM: 2014-02-01 to 2015-01-31

NO. 870 3657A - 2

Page 2 of 2

Date Issued: 05/05/14

Line Item	Commodity Code	Unit	Description	Unit Price or Contract Amount
8	91036	HOUR	HVAC Services - Sheet Metal Fabrication - Apprentice	34.00000
9	91036	HOUR	HVAC Services - New Unit Installation - Apprentice	34.00000
10	91036	EA	HVAC Services - Installation of Pitch pockets to install refrigeration lines	0.00000
11	91036	EA	HVAC Services - Installation of curb mounting for roof HVAC equipment	0.00000
12	93667	QTR	Marine Science Center Quarterly Maintenance refrigeration Equipment	88.00000
13	93667	QTR	Medical Examiner Quarterly Maintenance refrigeration Equipment	240.00000

Jeaniene Jennings CPPB
Purchasing & Contracts Director

County of Volusia
Sales Tax Exemption Number
85-8012622393C-9

Remainder of page is blank

A delivery order is required for the release of items / services from the referenced Master Agreement. If a solicitation number is referenced then the terms and conditions of said solicitation become part of the Master Agreement. Deviation from prices stated is not permitted without a signed corrected Change Order.

If vendor terms and conditions conflict with County of Volusia Terms and Conditions, the County's Terms and Conditions prevail. See reverse side for terms and conditions.

Purchase Order (PO) or Master Agreement (MA) Terms and Conditions

Providing any good or service constitutes acceptance of this entire PO or MA without exception

Delivery. Title and risk of loss shall pass when Items have been received, inspected, and accepted by County of Volusia ("County"). All associated shipping, insurance, and other related costs shall be borne by Provider.

Discontinued. Provider shall give County 30 (thirty) days advance notice of a discontinued item(s) so that County can purchase additional quantities or discontinued item(s). County must give written approval or reimbursement if they exceed previous price or fail to meet quality, form, fit, or function of the discontinued item. Time of the reserve regarding Performance of Services and this PO or MA can be terminated by the County for convenience, non-appropriation of funds, or non-performance.

Disputes. If such dispute arises under this PO or MA and is not resolved informally by the parties within five (5) business days, the party bringing a claim ("Disputing Party") shall deliver to the first level representative of the other party a written statement ("Dispute Notice") describing the dispute. If the representative cannot resolve the dispute within ten (10) days, the dispute shall be escalated through two higher levels of management. If the dispute has not been resolved within 25 (twenty-five) calendar days after delivery of the Disputing Party's notice, either party may give written notice to the other party detailing the resolution process terminated and pursue other legal recourse or initiate formal non-binding mediation before a single mediator, which shall be completed within 30 (thirty) days of the initiation. In accordance with rules of practice and procedure adopted by the Supreme Court of Florida for court-ordered mediation, Rule 1.700, et seq., of the Florida Rules of Civil Procedure, and Chapter 44, Florida Statutes, if the dispute remains unresolved after conducting such mediation, then either party may proceed to finalize such termination remedies and commence litigation in a court of competent jurisdiction.

Governing Law/Jurisdiction/Venue. This PO or MA shall be governed by the laws of the State of Florida and venue for any litigation arising from this PO or MA shall be in the County of Volusia, Florida, and any trial shall be non-jury. Each party agrees to bear its own costs and attorneys' fees relating to any dispute arising under this PO or MA. Provider shall comply with all applicable laws and regulations.

Insurance. For goods and services delivered or performed by Provider on County premises, Provider certifies it maintains comprehensive general liability insurance and auto insurance in the amounts identified in the solicitation and/or contract and any amendments thereto pertaining to this PO or MA, or from an A.M. Best "A-" or better rated insurance firm authorized by the State of Florida Insurance Commissioner. The County reserves the right to require the "County of Volusia" be named as additional insured for projects when deemed necessary. For services performed off County premises and goods delivered by third party carriers, the Provider shall use such carriers that maintain such insurance coverage as set forth above.

Intellectual Property. Provider agrees to protect, defend, indemnify, and save the County, its agents, officials, including elected officials, and employees of the County harmless from and against any and all claims, demands, actions, and causes of action which may arise asserting that a copyright, trademark, trade secret, or patent ("Intellectual Property") as provided under this PO or MA, infringes or misappropriates any third party's Intellectual Property. If Provider must pay a third party any license, royalty, or other such usage fee in order to deliver the Item(s) under this PO or MA, such third party and usage fee must be specified in the Provider's offer to sell to the County.

Indemnification. The Provider shall indemnify, defend, and hold harmless the County and its agents, officers, and employees, from and against all claims, damages, losses, and expenses, including, but not limited to, attorney's fees arising out of or resulting from the provision of goods and/or services pursuant to the Agreement, and hold harmless the County and its agents, officers, and employees, from and against all claims, damages, losses, and expenses, including, but not limited to, attorney's fees arising out of or resulting from the negligence of the Provider, or anyone employed by the County or anyone for whose acts the Provider may be liable hereunder, except the Provider will not be required to indemnify and hold the County harmless if such claim, damage, loss, and expense is the result of the sole negligence of the County or of anyone directly or indirectly employed by the County or anyone for whose acts the Provider may be liable hereunder, except the Provider will not be required to indemnify and hold the County harmless if such claim, damage, loss, and expense is the result of the sole negligence of the County or of anyone directly or indirectly employed by the County or anyone for whose acts the County may be liable.

Modification & Assignment. County may unilaterally change, at no additional cost, the quantity and receiving point within the County for Items not yet shipped. All other Items must be mutually agreed upon in writing. County is not required to pay for defective Items, back-orders, late deliveries, those quantities exceeding the PO or MA quantity, or Items shipped at a higher price than stated on the PO or MA. Neither this PO or MA nor any interest herein shall be assigned, transferred, or encumbered by Provider except as authorized in writing by the County.

Notices. All notices given by one party to the other party under this PO or MA shall be delivered to the receiving party's address set forth on this PO either by hand, qualified courier, or e-mail and shall be deemed received the day after it is transmitted. For the County, it shall be addressed to the Purchasing and Contracts Department, 123 West Indiana Avenue, 3rd Floor, Deland, Florida, 32720 or purchasing@volusia.org.

No Waiver. Except as expressly set forth herein, no failure or delay on the part of County in exercising any right, power, or remedy preclude any other or further exercise thereof, or the exercise of any right, power, or remedy.

Order of Precedence. In the event of conflict between this PO or a Price Agreement (PA), the original Volusia County contract and amendments thereto shall be controlling. This contract shall pertain to all specifications and scope of work included in the original Volusia County contract and any amendments thereto. Payment. Except for construction services, which shall be paid pursuant to the Florida Prompt Payment Act, County shall pay Provider within 45 (forty-five) days after receipt of an accurate and undisputed invoice, unless the County accepts a prompt payment discount from Provider and the goods or services are not defective, invoiced, packaged, shipped, delivery receipt, order acknowledgment, and correspondence shall clearly indicate the PO or MA number. Any additional or different terms and conditions on Provider's documents shall be considered null and void. The County may deduct amounts it is due from Provider's payment or not pay disputed invoices until such dispute is resolved. Nothing in this PO or MA shall create any obligation on the part of the County to pay directly to any subcontractor of Provider any monies due to such subcontractor or claims of such subcontractor for amounts owed by Provider to subcontractor for goods or services provided under this PO or MA.

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

Taxes. County is tax exempt from Manufacturers' Federal Excise Tax (Exemption# 49-6000-885) and Florida sales tax (Exemption# 85-8012622393C-8). Certificates are available at www.volusia.org/purchasing. After accessing the foregoing website, select, "Doing Business with Volusia County" and "Consumer Certificates of Tax Exemption" from the available menu screens to see a copy of the certificates. UCC. In addition to any rights or remedies contained in this P.O., each party shall have rights, duties, and remedies available through the Uniform Commercial Code (UCC).

Warranty. Provider warrants that all Work or Services performed under this PO or MA shall be performed in a good and competent workmanlike manner to the satisfaction of the County, and materials shall be of good quality (unless otherwise stated on PO or MA), and free from defects and pursuant to specifications and requirements of the contract related to this PO or MA. Provider warrants merchantability of all goods or services and that they are fit for the ordinary purposes they are intended to serve.

Exhibit "B"

TASK AUTHORIZATION NO. ____

Standard Contract for Services dated _____
Between the City of Port Orange, Florida and _____

THIS Task Authorization is entered into by and between the CITY OF PORT ORANGE, FLORIDA, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and _____, a _____ corporation with its principal place of business at _____ ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Standard Contract for Services dated _____, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.
2. In addition to all other terms and conditions contained in the Contract, Contractor shall provide services relating to _____ as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "A."
3. Contractor shall complete the services to be provided herein within _____ days of the date of written notice by the City to the Contractor.
4. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "____" attached hereto and made a part hereof for all purposes, subject to a limit up to but not to exceed \$_____. 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.
5. Contractor shall provide a 100% Combination Payment and Performance Bond in accordance with Florida Statutes Section 255.05, including the Front Page and Certificate for Filing in Public Records, in a form substantially similar to the forms attached hereto as Task Authorization Exhibit "B," and acceptable to the Port Orange City Attorney, and recorded with the Clerk of Volusia County at Contractor's expense. A separate bond shall be provided from the Surety which identifies and covers the scope of work for the project stated in this Task Authorization along with all other provisions of this Task Authorization with the penal sum of such bond being not less than the contract sum described in this Task Authorization. If any surety bond furnished in connection with this Task Authorization 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 Task Authorization No. ____.
6. This Task Authorization may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Task Authorization shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Task Authorization.

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

Witnesses: _____

_____	By: _____
Printed Name: _____	Printed Name: _____
	Title: _____

_____	Date: _____
Printed Name: _____	

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____ By: _____
Allen Green, Mayor

Printed Name: _____ Date: _____

Witnesses: ATTEST:

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

Printed Name: _____ Date: _____

[CA ____]

Exhibit "C"

RETURN RECORDED DOCUMENT TO:

City Clerk
1000 City Center Circle
Port Orange, Florida 32129-4144

FRONT PAGE FOR BOND REQUIRED BY SECTION 255.05, F.S.

PAYMENT AND PERFORMANCE BOND

(Public Works)

Notice and Time Limitations Must Be In Accordance
With Section 255.05(2), (8) and (10), Florida Statutes

BOND NO. _____

PRINCIPAL:

Developer or Contractor: _____

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. _____

Description of Work: _____

Project Location: _____

Port Orange, Volusia County, Florida

Legal Description: _____

Front Page

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

Exhibit "C"

CERTIFICATE FOR FILING IN PUBLIC RECORDS

PAYMENT AND PERFORMANCE BOND

(Public Works)

In Compliance with Section 255.05(1)(a) Florida Statutes

Bond No. _____

The Principal, _____, a _____ corporation, by and through its undersigned representative, does hereby certify that the attached:

Payment and Performance Bond No. _____,

is a true and correct copy of the fully executed financial guarantee delivered to:

CITY OF PORT ORANGE, FLORIDA

pursuant to Section 255.05, Florida Statutes; as Owner/Holder of the subject property in trust for the public, for the public construction project known as:

located in Port Orange, Volusia County, Florida, and identified by the City of Port Orange as Case No. _____.

All claimants are called upon to take notice of the notice requirements and time limitations prescribed by Sections 255.05(2), (8) and (10), Florida Statutes.

Contractor's Name and Address:

By: _____
Printed Name/Title: _____

STATE OF _____
COUNTY OF _____

The foregoing Certificate of Filing was acknowledged before me this ____ day of _____, 20____, by _____ of _____, a _____ corporation, the Principal named in the attached Payment and Performance Bond No. _____.

Notary, please check one:

- ☐ Personally known to me
☐ Produced identification

Notary Public, State of _____
Printed Name, Commission & Term Expiration Date:

Exhibit "C"

RETURN RECORDED DOCUMENT TO:

City Clerk
1000 City Center Circle
Port Orange, Florida 32129-4144

Name of Project

City Project No. _____

Bond No. _____

Space Reserved for Recording Data

**COMBINATION PAYMENT AND PERFORMANCE BOND
FOR
PUBLIC CONSTRUCTION**

per Section 255.05, Florida Statutes
Guaranty for Construction of Public Improvements

BY THIS BOND, We, _____ as Principal, and _____, a corporation, as Surety, are bound to CITY OF PORT ORANGE, FLORIDA, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of _____ DOLLARS (\$ _____), for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain _____ having an effective date of _____, entered into by and between the Principal and the City, for _____, hereinafter referred to as the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and
3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract documents; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Notice of Nonpayment and Time Limitations

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.02(2), (8) and (10), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

Exhibit "C"

IN WITNESS WHEREOF, this performance and payment bond is executed in duplicate originals, each of which shall be deemed an original, this _____, day of _____, 20__.

Attest:

(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.



CITY OF PORT ORANGE PIGGYBACK AGREEMENT

This Piggyback Agreement is entered to this ____ day of _____, 20__, by and between the **CITY OF PORT ORANGE**, a Florida municipal whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **D.G. MEYER, INC.** ("Contractor"), a Florida corporation whose principal address is 345 Madison Avenue, Daytona Beach, Florida 32114 (collectively "the Parties").

WHEREAS, D.G. Meyer, Inc. entered into County Contract 870 3657A-1 with Volusia County, pursuant to Bid #11-B-09KW (the "Volusia Agreement"); and

WHEREAS, the Volusia Agreement provides for a term commencing on or about October 1, 2013 and continuing until September 30, 2014; and

WHEREAS, the Volusia Agreement has been renewed with a current effective date Commencing on October 1, 2014 and continuing until September 30, 2015; and

WHEREAS, by entering into this Piggyback Agreement, Contractor agrees to honor the terms of the Volusia Agreement for HVAC, ice machine service, fabrication of sheet metal, and other related services requested by the City of Port Orange; and

WHEREAS, a copy of the Volusia Agreement are available in the Office of the City Clerk, City Hall, 1000 City Center, Port Orange, Florida 32129; and

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

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

1. **Initial Term.** Notwithstanding the date of execution by the City and Contractor, the initial term of this Contract shall be effective commencing on November 11, 2014 and continuing until September 30, 2015.
2. **Renewals.** Upon written agreement of the Parties and appropriation by City Council, this Contract may be renewed for one optional one-year period, commencing on October 1, 2015 and continuing until September 30, 2016.
3. **Contractor Obligation.** Contractor agrees to sell HVAC, ice machine service, fabrication of sheet metal, and other related services to the City at the unit prices set forth in the Volusia Agreement, except as modified herein. Contractor agrees that all pricing shall remain valid for the duration of this Agreement. Contractor shall not deliver goods or services without a written purchase order, signed by an authorized agent of the City of Port Orange.
4. **Authorization for Services.** This Contract standing alone does not authorize the performance of any work or services to be provided by the Contractor or require the City to place any orders for work or service. Authorization for performance of services by the Contractor under this Contract shall be in the form of written Task

Authorization(s) issued and executed by the City and signed by the Contractor for all purchase orders in excess of \$25,000. A sample Task Authorization is attached hereto as Exhibit "B."

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

5. City Obligations. The City agrees to compensate Contractor at the unit prices set forth in the Volusia Agreement pursuant to periodic Task Authorizations and Purchase Orders issued by the City under this Contract in an amount subject to a limit up to but not to exceed \$42,000.00 during the term of this Contract. The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then current fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

6. Contract Documents. The following forms are attached as Exhibit "C" and unless waived in writing by the City Manager or City Council, and at City expense, must be completed, signed, witnessed and notarized as indicated, and returned to the City prior to the commencement of any services by Contractor under this Contract:

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

7. Termination for Convenience of the City

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

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

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

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

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

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

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

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

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

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

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

10. Examination of Records

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

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

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

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

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

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

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

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

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

12. Termination for Non-Appropriation of Funds

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

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

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

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

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

Insurance		Standards	Comments
Workers' Compensation	<u>Limits:</u>	Coverage A - Statutory Coverage B - \$100,000	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000.
<u>Additional Coverage:</u>		All States (Broad Form) Voluntary Compensation	
Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u>	Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000 Aggregate	When the Contract work on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
Comprehensive Business, Automobile Liability to include all automobiles.	<u>Limits:</u>	Auto Liability Bodily Injury: \$100,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence.	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
<u>Additional Coverage:</u>		Non-Owned, Hired Car	
Property Insurance Builders Risk.	<u>Limits:</u>	Buildings - Completed value of contract.	If the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
<u>Additional Coverage:</u>		"All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as insured AIMA	
Professional Liability (Errors & Omissions)	<u>Limits:</u>	Coverage \$1,000,000 minimum	

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

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

16. Modifications or Changes to this Contract

(a) Change Orders. The Department Head, with the concurrence of the City's signatory as required by the City's Purchasing Policy, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in the services to be

performed or the time of the performance. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract.

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

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

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

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

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

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

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

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

21. Inspection

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

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

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

22. Contract Administration. The Department Head requesting service shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

23. 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.

24. 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.

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

26. 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.

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

28. Additional Provisions

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

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

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

29. 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.

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

City: City of Port Orange
Attention: City Manager
1000 City Center Circle

Port Orange, Florida 32129
(386) 506-5501

Copy to: City of Port Orange
Attention: Public Works Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5575

Contractor: D.G. Meyer, Inc.
Attention: Daniel A. Lewis
345 Madison Avenue
Daytona Beach, Florida 32114
(386) 253-7774

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.

31. 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.

32. 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:

D.G. MEYER, INC.

Printed Name: _____

By: _____

Printed Name: _____

Title: _____

Printed Name: _____

Date: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of D.G. Meyer, Inc. a Florida corporation, and who:

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____ By: _____
Allen Green, Mayor

Printed Name: _____ Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

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

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

Witnesses:

ATTEST:

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

Printed Name: _____ Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

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

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

[CA ____]

Exhibit "A"

D.G. Meyer
INC.

Fla. St. Lic. #CA C039739
PCM C057027 • FCS C041365
Ga. St. Lic. #CN007951
EC 13005098

AIR CONDITIONING • HEAT • SHEET METAL • ELECTRICAL

P.O. Drawer 730008 • Ormond Beach, Florida 32173-0008
Daytona 253-7774 • West Volusia 738-3888 • Flagler 446-8658
Fax 255-9431 • www.dgmeyer.com

**City of Port Orange
1000 City Center Circle
Port orange FL 32127**

**Re: Volusia County Master Agreement (# 850-3665-3) for service labor and repairs
extended to City of Port Orange FL.**

- 1. HVAC Services - Normal Business Hourly rate \$48.50**
- 2. HVAC Services - Apprentice Normal Hourly rate \$25.00**
- 3. HVAC Services - Emergency after hours rate \$68.00**
- 4. HVAC Services - Apprentice after hours rate \$34.00**
- 5. HVAC Services - Sheet metal Fabrication hour rate \$48.00**
- 6. HVAC Services - New Equipment Installation rate \$48.50**
- 7. HVAC Services - Parts Cost Plus 15%**

City of Port Orange accepts rates as above till 09/30/2015.

Accepted By _____ **Date** _____

**City of Port Orange
1000 City Center Circle
Port Orange, FL 32127**

**Offered By: Daniel A. Lewis/
Service Manager**

**D. G. Meyer, Inc
345 Madison Ave
Daytona Bch, FL 32114**

Daniel A. Lewis **Date** 09/3/12



COUNTY OF VOLUSIA, FLORIDA
PURCHASING DIVISION
123 West Indiana Avenue Room 302
DeLand, Florida 32720-4608
Office: (386) 626-6625 Fax : (386) 736-5972
e-mail: kwilliams@volusiafla.gov

To:	Daniel Lewis, D.G. Meyer	From:	Kathy Williams, Procurement Analyst
Fax:	386.255.9431	Pages:	1
Phone:	386.253.7774	Date:	01.07.14
Re:	Master Agreement 3655 Renewal	Email:	dlewis@dgmeyer.com

MESSAGE: The current Master Agreement 3655 expires January 31, 2014. The County would like to extend the above Master Agreement through January 31, 2015 at the same prices, terms and conditions. Please indicate your agreement by having this form signed by a duly authorized representative of the firm who has the ability to sign agreements and then return via email to my attention. Your cooperation in this matter is greatly appreciated.

*** In order for the above Master Agreement to be approved, the County also requires a current ACORD insurance form naming: Volusia County as additional insured on general liability insurance, listing the Master Agreement number 3655 and the name of the County's Purchasing contact, Kathy Williams. Requirements are:

1. \$1,000,000 – General Liability per occurrence/\$3,000,000 – Aggregate
2. \$100,000/\$300,000 – Automobile / Any Auto
3. Statutory Workers' Compensation

Thank you for your prompt reply.

☒ Yes, we are interested in doing business with the County, as outlined above.

☐ No, we are not interested in doing business with the County, as outlined above.

Authorized Signature

Daniel A. Lewis

Date

01/07/14

Firm's address:

*345 Madison Ave
Daytona Beach FL
32114*

If you have any questions regarding this communication, please don't hesitate to contact me at the numbers or e-mail address, indicated above



Master Agreement

TERM: 2014-02-01 to 2015-01-31

NO. 870 3655A - 2

Page 1 of 2

Date Issued: 05/05/14

Vendor contact: Name: JANE Phone: 386-253-7774 E-mail: Ext.:	County contact: Name: KEVIN KANE Phone: 386-248-1760 E-mail: KKane@co.volusia.fl.us Ext.:	Bill To: County of Volusia AS REQUIRED BY USING DEPARTMENT VOLUSIA COUNTY, FL 32720
Vendor Name: D.G. MEYER INC 345 MADISON AVE. DAYTONA BEACH, FL 32114		Ship To: AS REQUIRED BY USING DEPARTMENT VOLUSIA COUNTY, FL 32720
Solicitation Number: 11-B-09KW Award Date: 2014-02-06 Award Authorization: COUNCIL		Purchasing Analyst: ANDREW KOKITUS Phone: 386-943-7009 E-mail: akokitus@volusia.org Ext.: Payment Terms: Net 45 Days, FOB Dest, Freight allowed
Document Description: HVAC & Ice Machine Repair Svcs. & Sheet Metal Fabrication		

Line Item	Commodity Code	Unit	Description	Unit Price or Contract Amount
1	91036	HOURL	HVAC Services - Normal Business Hours	48.50000
2	91036	HOURL	HVAC Services - Apprentice	25.00000
3	91036	HOURL	HVAC Services - Emergency	68.00000
4	91036	HOURL	HVAC Services - Apprentice Emergency	34.00000
5	91036	HOURL	HVAC Services - Sheet Metal Fabrication	48.50000
6	91036	HOURL	HVAC Services - New Unit Installation	48.50000
7	91036	EA	HVAC Services - Parts Cost Plus 15%	0.00000

A delivery order is required for the release of items / services from the referenced Master Agreement. If a solicitation number is referenced then the terms and conditions of said solicitation become part of the Master Agreement. Deviation from prices stated is not permitted without a signed corrected Change Order.

If vendor terms and conditions conflict with Count of Volusia Terms and Conditions, the County's Terms and Conditions prevail. See reverse side for terms and conditions.



Master Agreement
TERM: 2014-02-01 to 2015-01-31

NO. 870 3655A - 2

Page 2 of 2

Date Issued: 05/05/14

Line Item	Commodity Code	Unit	Description	Unit Price or Contract Amount
8	91036	MO	HVAC monthly Service - DeBary Hall - Filter change only	239.00000
9	91036	MO	HVAC monthly Service - DeBary Hall - Full Service	385.00000
10	91036	EA	HVAC monthly Service - DeBary Hall - Filter change only	340.00000
11	91036	EA	HVAC Services - Permit Fees	0.00000
12	91036	EA	HVAC Services - Wind Load Engineering	0.00000
13	91036	EA	HVAC Services - Installation of Pitch pockets to install refrigeration lines	0.00000
14	91036	EA	HVAC Services - Installation of curb mounting for roof HVAC equipment	0.00000

Jeaniene Jennings CPPB
Purchasing & Contracts Director

County of Volusia
Sales Tax Exemption Number
85-8012622393C-9

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A delivery order is required for the release of items / services from the referenced Master Agreement. If a solicitation number is referenced then the terms and conditions of said solicitation become part of the Master Agreement. Deviation from prices stated is not permitted without a signed corrected Change Order.

If vendor terms and conditions conflict with County of Volusia Terms and Conditions, the County's Terms and Conditions prevail. See reverse side for terms and conditions.

Purchase Order (PO) or Master Agreement (MA) Terms and Conditions

Providing any good or service constitutes acceptance of this entire PO or MA without exception

Delivery. Title and risk of loss shall pass when items have been received, inspected, and accepted by County of Volusia ("County"). All associated shipping, insurance, and other related costs shall be borne by Provider.

Discontinued. Provider shall give County 30 (thirty) days advance notice of a discontinued item(s) so that County can purchase additional quantities of discontinued item(s). County must give written approval of replacement(s) if they exceed previous price or fail to meet quality, form, fit, or function of the discontinued item. Time is of the essence regarding Performance of Services and this PO or MA can be terminated by the County for convenience, non-appropriation of funds, or non-performance.

Disputes. If such dispute arises under this PO or MA and is not resolved informally by the parties within five (5) business days, the party bringing a claim ("Disputing Party") shall deliver to the first level representative of the other party a written statement ("Dispute Notice") describing the dispute. If the respective representatives cannot resolve the dispute within ten (10) days, the dispute shall be escalated through two higher levels of management. If the dispute has not been resolved within 25 (twenty-five) calendar days after delivery of the Disputing Party's notice, either party may give written notice to the other party declaring the resolution process terminated and pursue other legal recourse or initiate formal non-binding mediation before a single mediator, which shall be completed within 30 (thirty) days of initiation, in accordance with rules of practice and procedure adopted by the Supreme Court of Florida for court-ordered mediation, Rule 1.700, et seq., of the Florida Rules of Civil Procedure, and Chapter 44, Florida Statutes. If the dispute remains unresolved after conducting such mediation, then either party may proceed to finalize such termination remedies and commence litigation in a court of competent jurisdiction.

Governing Law/Jurisdiction/Venue. This PO or MA shall be governed by the laws of the State of Florida and venue for any litigation arising from this PO or MA shall be in the County of Volusia, Florida, and any trial shall be non-jury. Each party agrees to bear its own costs and attorneys' fees relating to any dispute arising under this PO or MA. Provider shall comply with all applicable laws and regulations.

Insurance. For goods and services delivered or performed by Provider on County premises, Provider certifies it maintains comprehensive general liability insurance and auto insurance in the amounts identified in the solicitation and/or contract and any amendments thereto pertaining to this PO or MA, or from an A.M. Best "A-" or better rated insurance firm authorized by the State of Florida Insurance Commissioner. The County reserves the right to require the "County of Volusia" be named as additional insured for projects when deemed necessary. For services performed off County premises and goods delivered by third party carriers, the Provider shall use such carriers that maintain such insurance coverage as set forth above.

Intellectual Property. Provider agrees to protect, defend, indemnify, and save the County, its agents, officials, including elected officials, and employees of the County harmless from and against any and all claims, demands, actions, and causes of action which may arise asserting that a copyright, trademark, trade secret, or patent ("Intellectual Property"), as provided under this PO or MA, infringes or misappropriates any third party's Intellectual Property. If Provider must pay a third party any license, royalty, or other such usage fee in order to deliver the item(s) under this PO or MA, such third party and usage fee must be specified in the Provider's offer to sell to the County.

Indemnification. The Provider shall indemnify, defend, and hold harmless the County and its agents, officers, and employees, from and against all claims, damages, losses, and expenses, including, but not limited to, attorney's fees arising out of or resulting from the provision of goods and/or services pursuant to the Agreement and/or this PO or MA, provided that the claim, damage, loss, and expense is caused in whole or in part by any negligent act or omission of the Provider, or anyone directly or indirectly employed by Provider or anyone for whose acts the Provider may be liable hereunder, except the Provider will not be required to indemnify and hold the County harmless if such claim, damage, loss, and expense is the result of the sole negligence of the County or of anyone directly or indirectly employed by the County or anyone for whose acts the County may be liable.

Modification & Assignment. County may unilaterally change, at no additional cost, the quantity and receiving point within the County for items not yet shipped. All other items must be mutually agreed upon in writing. County is not required to pay for defective items, back-orders, late deliveries, those quantities exceeding the PO or MA quantity, or items shipped at a higher price than stated on the PO or MA. Neither this PO or MA nor any interest herein shall be assigned, transferred, or encumbered by Provider except as authorized in writing by the County.

Notices. All notices given by one party to the other party under this PO or MA shall be delivered to the receiving party's address set forth on this PO either by hand, qualified courier, or e-mail and shall be deemed received the day after it is transmitted. For the County, it shall be addressed to the Purchasing and Contracts Department, 123 West Indiana Avenue, 3rd Floor, Deland, Florida, 32720 or purchasing@volusia.org.

No Waiver. Except as expressly set forth herein, no failure or delay on the part of County in exercising any right, power, or remedy hereunder shall operate as or be deemed a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy preclude any other or further exercise thereof, or the exercise of any other right, power, or remedy.

Order of Precedence. In the event of conflict between this PO or a Price Agreement (PA), the originating Volusia County contract and amendments thereto shall be controlling. This control shall pertain to all specifications and scopes of work included in the originating Volusia County contract and any amendments thereto. Payment. Except for construction services, which shall be paid pursuant to the Florida Prompt Payment Act, County shall pay Provider within 45 (forty-five) days after receipt of an accurate and undisputed invoice, unless the County accepts a prompt payment discount from Provider and the goods or services are not defective. Invoice, packing slip, delivery receipt, order acknowledgement, and correspondence shall clearly indicate the PO or MA number. Any additional or different terms and conditions on Provider's documents shall be considered null and void. The County may deduct amounts it is due from Provider's payment or not pay disputed invoices until such dispute is resolved. Nothing in this PO or MA shall create any obligation on the part of the County to pay directly to any subcontractor of Provider any monies due to such subcontractor or claims of such subcontractor for amounts owed by Provider to subcontractor for goods or services provided under this PO or MA.

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

Taxes. County is tax exempt from Manufacturers' Federal Excise Tax (Exemption# 49-6000-885) and Florida sales tax (Exemption# 85-8012622393C-6). Certificates are available at www.volusia.org/purchasing. After accessing the foregoing website, select, "Doing Business with Volusia County" and "Consumer Certificate of Tax Exemption" from the available menu screens to see a copy of the certificates. UCC. In addition to any rights or remedies contained in this P.O., each party shall have rights, duties, and remedies available through the Uniform Commercial Code (UCC).

Warranty. Provider warrants that all Work or Services performed under this PO or MA shall be performed in a good and competent workmanlike manner to the satisfaction of the County, and materials shall be of good quality (unless otherwise stated on PO or MA), and free from defects and pursuant to specifications and requirements of the contract related to this PO or MA. Provider warrants merchantability of all goods or services and that they are fit for the ordinary purposes they are intended to serve.

Exhibit "B"

TASK AUTHORIZATION NO. ____

Standard Contract for Services dated _____
Between the City of Port Orange, Florida and _____

THIS Task Authorization is entered into by and between the CITY OF PORT ORANGE, FLORIDA, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and _____, a _____ corporation with its principal place of business at _____ ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Standard Contract for Services dated _____, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.
2. In addition to all other terms and conditions contained in the Contract, Contractor shall provide services relating to _____ as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "A."
3. Contractor shall complete the services to be provided herein within _____ days of the date of written notice by the City to the Contractor.
4. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "____" attached hereto and made a part hereof for all purposes, subject to a limit up to but not to exceed \$_____. 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.
5. Contractor shall provide a 100% Combination Payment and Performance Bond in accordance with Florida Statutes Section 255.05, including the Front Page and Certificate for Filing in Public Records, in a form substantially similar to the forms attached hereto as Task Authorization Exhibit "B," and acceptable to the Port Orange City Attorney, and recorded with the Clerk of Volusia County at Contractor's expense. A separate bond shall be provided from the Surety which identifies and covers the scope of work for the project stated in this Task Authorization along with all other provisions of this Task Authorization with the penal sum of such bond being not less than the contract sum described in this Task Authorization. If any surety bond furnished in connection with this Task Authorization 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 Task Authorization No. ____.
6. This Task Authorization may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Task Authorization shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Task Authorization.

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

Witnesses: _____

_____	By: _____
Printed Name: _____	Printed Name: _____
	Title: _____

_____	Date: _____
Printed Name: _____	

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____ By: _____
Allen Green, Mayor

Printed Name: _____ Date: _____

Witnesses: **ATTEST:**

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

Printed Name: _____ Date: _____

[CA ____]

Exhibit "C"

RETURN RECORDED DOCUMENT TO:

City Clerk
1000 City Center Circle
Port Orange, Florida 32129-4144

FRONT PAGE FOR BOND REQUIRED BY SECTION 255.05, F.S.**PAYMENT AND PERFORMANCE BOND**

(Public Works)

Notice and Time Limitations Must Be In Accordance
With Section 255.05(2), (8) and (10), Florida Statutes

BOND NO. _____

PRINCIPAL:

Developer or Contractor: _____

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. _____

Description of Work: _____

Project Location: _____

Port Orange, Volusia County, Florida

Legal Description: _____

Front Page

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

Exhibit "C"

CERTIFICATE FOR FILING IN PUBLIC RECORDS

PAYMENT AND PERFORMANCE BOND

(Public Works)

In Compliance with Section 255.05(1)(a) Florida Statutes

Bond No. _____

The Principal, _____, a _____ corporation, by and through its undersigned representative, does hereby certify that the attached:

Payment and Performance Bond No. _____,

is a true and correct copy of the fully executed financial guarantee delivered to:

CITY OF PORT ORANGE, FLORIDA

pursuant to Section 255.05, Florida Statutes; as Owner/Holder of the subject property in trust for the public, for the public construction project known as:

located in Port Orange, Volusia County, Florida, and identified by the City of Port Orange as Case No. _____.

All claimants are called upon to take notice of the notice requirements and time limitations prescribed by Sections 255.05(2), (8) and (10), Florida Statutes.

Contractor's Name and Address:

By: _____
Printed Name/Title: _____

STATE OF _____
COUNTY OF _____

The foregoing Certificate of Filing was acknowledged before me this ____ day of _____, 20____, by _____ of _____, a _____ corporation, the Principal named in the attached Payment and Performance Bond No. _____.

Notary, please check one:

- ☐ Personally known to me
☐ Produced identification

Notary Public, State of _____
Printed Name, Commission & Term Expiration Date:

Exhibit "C"

RETURN RECORDED DOCUMENT TO:

City Clerk
1000 City Center Circle
Port Orange, Florida 32129-4144

Name of Project

City Project No. _____

Bond No. _____

Space Reserved for Recording Data

**COMBINATION PAYMENT AND PERFORMANCE BOND
FOR
PUBLIC CONSTRUCTION**

per Section 255.05, Florida Statutes
Guaranty for Construction of Public Improvements

BY THIS BOND, We, _____ as Principal, and _____, a corporation, as Surety, are bound to CITY OF PORT ORANGE, FLORIDA, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of _____ DOLLARS (\$_____), for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain _____ having an effective date of _____, entered into by and between the Principal and the City, for _____, hereinafter referred to as the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and
3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract documents; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Notice of Nonpayment and Time Limitations

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.02(2), (8) and (10), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

Exhibit "C"

IN WITNESS WHEREOF, this performance and payment bond is executed in duplicate originals, each of which shall be deemed an original, this _____, day of _____, 20__.

Attest:

(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.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 11/11/2014

Consent item: No

SUBJECT:

Increase Spending Authority for Contract with Economy Electric Company for electrical repairs.

DEPARTMENT: Public Works

RECOMMENDED MOTION: Approve Addendum No. 7 to the existing contract between the City of Port Orange and Economy Electric Company, authorizing an increase not to exceed \$95,000.00, for a revised contract amount of \$215,830.00, and authorizing the Mayor and City Clerk to execute contract documents.

SUMMARY: Public Works, Public Utilities, and Parks and Recreation utilize Economy Electric Company, piggybacked on Volusia County Contract 11-B-160W, to provide an array of electrical repairs and services to City of Port Orange facilities. Currently the City has exceeded the approved contract amount and requests approval of Addendum No. 7, not to exceed \$95,000.00 for the following departments:

Public Works,	506-4200-539.34-14	\$25,000.00
Parks & Recreation	001-4400-572.34-14	\$20,000.00
Public Utilities,	401-0600-536.46-10	\$25,000.00
Proj. No. SLS002	403-0401-535.63-97	\$25,000.00

The new contract total will be \$215,830.00

Project No.:	Funding Account No.: <u>506-4200-539-34-14</u>
	<u>001-4400-572-34-14</u>
	<u>401-0600-536-46-10</u>
<u>SLS002</u>	<u>403-0401-535-63-97</u>

ATTACHMENTS:

1.	Economy Electric Company Piggyback Agreement	Piggyback Agreement with Exhib.pdf
----	--	------------------------------------

Silvey, Mike
Silvey, Mike
Riehm, Tracey
Lovallo, Susan

Created/Initiated - 10/31/2014
Approved - 10/31/2014
Approved - 11/05/2014
Approved - 11/05/2014

Gomez, Joseph
Roberts, Margaret
Harden, David

Approved - 11/05/2014
Approved - 11/06/2014
Final Approval - 11/06/2014



CITY OF PORT ORANGE PIGGYBACK AGREEMENT

This Piggyback Agreement is entered to this ____ day of _____, 20__, by and between the **CITY OF PORT ORANGE**, a Florida municipal whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **LATOUR ENTERPRIZES, INC. D/B/A ECONOMY ELECTRIC COMPANY** ("Contractor"), a Florida corporation whose principal address is 538 West Street, Daytona Beach, Florida 32114 (collectively "the Parties").

WHEREAS, on the 10th day of November, 2011, Contractor was awarded a contract with Volusia County, Florida, pursuant to Solicitation No. 11-B-160KW (the "Volusia Agreement"); and

WHEREAS, the Volusia Agreement provides for a term commencing on or about October 1, 2011 and continuing until September 30, 2014 with two (2) extensions of 1 year each; and

WHEREAS, the Volusia Agreement has been renewed with a current effective date Commencing on October 1, 2014 and continuing until September 30, 2015; and

WHEREAS, by entering into this Piggyback Agreement, Contractor agrees to honor the terms of the Volusia Agreement for services purchased by the City of Port Orange; and

WHEREAS, a copy of the Volusia Agreement are available in the Office of the City Clerk, City Hall, 1000 City Center, Port Orange, Florida 32129; and

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

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

1. **Initial Term.** Notwithstanding the date of execution by the City and Contractor, the initial term of this Contract shall be effective commencing on November 11, 2014 and continuing until September 30, 2015.
2. **Renewals.** Upon written agreement of the Parties and appropriation by City Council, this Contract may be renewed for one (1) optional one-year period, commencing on October 1, 2015 and continuing until September 30, 2016.
3. **Contractor Obligation.** Contractor agrees to sell licensed electrical contract services to the City at the unit prices set forth in the Volusia Agreement, attached hereto as Exhibit "A," except as modified herein. Contractor agrees that all pricing shall remain valid for the duration of this Agreement. Contractor shall not deliver goods or services without a written purchase order, signed by an authorized agent of the City of Port Orange.
4. **Authorization for Services.** This Contract standing alone does not authorize the performance of any work or services to be provided by the Contractor or require the City to place any orders for work or service. Authorization for performance of services by the Contractor under this Contract shall be in the form of written quote and purchase order, if \$25,000 or less and otherwise by Task Authorization(s) issued and executed by the City and signed by the Contractor. A sample Task Authorization is attached hereto as Exhibit "B."

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

5. City Obligations. The City agrees to compensate Contractor at the unit prices set forth in the Volusia Agreement pursuant to periodic Task Authorizations and Purchase Orders issued by the City under this Contract in an amount subject to a limit up to but not to exceed \$92,000.00 during the term of this Contract. The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then current fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

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

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

7. Termination for Convenience of the City

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

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

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

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

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

(e) The Finance Director, with the approval of the City Manager, shall pay from the using department's budget, reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or work completed. In no event shall this amount be greater than the original contract price,

reduced by any payments made prior to Notice of Termination, and further reduced by the price of the supplies not delivered or the services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

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

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

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

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

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

10. Examination of Records

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

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

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the

performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

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

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

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

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

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

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

12. Termination for Non-Appropriation of Funds

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

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

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

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

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

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

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

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

16. Modifications or Changes to this Contract

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

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

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

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

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

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

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

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

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

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

21. Inspection

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

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

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

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

22. Contract Administration. The Department Head requesting service shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

23. 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.

24. 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.

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

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

26. 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.

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

28. Additional Provisions

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

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

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

29. 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.

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

City:	City of Port Orange Attention: City Manager 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5501
Copy to:	City of Port Orange Attention: Public Works Director 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5575
Contractor:	Economy Electric Company Attention: Billy Wiggins

538 West Street
Daytona Beach, Florida 32114
(386) 252-0573

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.

31. 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.

32. 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:

LATOUR ENTERPRIZES, INC. D/B/A ECONOMY ELECTRIC
COMPANY

Printed Name: _____

By: _____

Printed Name: _____

Title: _____

Printed Name: _____

Date: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by
_____, as _____ of Latour Enterprizes, Inc. d/b/a Economy
Electric Company a Florida corporation, and who:

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Allen Green, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

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

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

Witnesses:

ATTEST:

Printed Name: _____

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

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

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

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

[CA ____]

Exhibit "A"



Master Agreement TERM: 2011-12-01 to 2014-11-30

NO. 870 3698 - 5

Page 1 of 2

Date issued: 05/23/12

Vendor contact: Name: BILLY E. WIGGINS Phone: 386-252-0573 E-mail: billywigginssr@economyelectricco.com		County contact: Name: KEVIN KANE Phone: 386-248-1760 E-mail: KKane@co.volusia.fl.us		Bill To: County of Volusia AS REQUIRED BY USING DEPARTMENT VOLUSIA COUNTY, FL 32720
Vendor Name: ECONOMY ELECTRIC CO 538 WEST STREET DAYTONA BEACH, FL 32114		Vendor No. ECE21190000		Ship To: AS REQUIRED BY USING DEPARTMENT VOLUSIA COUNTY, FL 32720
Solicitation Number: 11-B-160KW Award Date: 2011-11-10 Award Authorization: COUNCIL		Purchasing Analyst: ANTONIO RECKTENWALD Phone: 386-943-7009 E-mail: arecktenwald@co.volusia.fl.us Payment Terms: Net 45 Days, FOB Dest, Freight allowed		
Document Description: Electrical Services in accordance with 11-B-160KW				

Line Item	Commodity Code	Unit	Description	Unit Price or Contract Amount
2	91082	HOURL	Apprentice Electrician, Reg. Hours (7am-5pm).	22.80000
3	91082	HOURL	Journeyman Electrician, Reg. Hours (7am-5pm).	42.00000
5	91082	HOURL	Journeyman Electrician, After Hours (After 5pm).	63.00000
6	91082	HOURL	Apprentice Electrician, After Hours (After 5pm).	34.20000
8	91082	HOURL	Journeyman Electrician, Weekend/Holiday	63.00000
9	91082	HOURL	Apprentice Electrician, Weekend/Holiday	34.20000

A delivery order is required for the release of items / services from the referenced Master Agreement. If a solicitation number is referenced then the terms and conditions of said solicitation become part of the Master Agreement. Deviation from prices stated is not permitted without a signed corrected Change Order.
 If vendor terms and conditions conflict with Count of Volusia Terms and Conditions, the County's Terms and Conditions prevail. See reverse side for terms and conditions.



Master Agreement NO. 870 3698 - 5
TERM: 2011-12-01 to 2014-11-30

Page 2 of 2

Date issued: 05/23/12

Line Item	Commodity Code	Unit	Description	Unit Price or Contract Amount
11	91082	EA	Parts + 10% in accordance with 11-B-180KW.	0.00000
12	91082	HOUR	Electrical Supervisor, Reg. Hours (7am-5pm).	45.00000
13	91082	HOUR	Electrical Supervisor, After Hours (After 5pm).	67.50000
14	91082	HOUR	Electrical Supervisor, Weekend/Holiday	67.50000
15	91082	HOUR	The crane rental will include an operator and be charged at Electrical Services - Crane Rental - cost plus 10%.	0.00000

Jeaniene Jennings CPPB
Purchasing & Contracts Director

County of Volusia
Sales Tax Exemption Number
85-8012622393C-9

Remainder of page is blank

A delivery order is required for the release of items / services from the referenced Master Agreement. If a solicitation number is referenced then the terms and conditions of said solicitation become part of the Master Agreement. Deviation from prices stated is not permitted without a signed corrected Change Order.

If vendor terms and conditions conflict with County of Volusia Terms and Conditions, the County's Terms and Conditions prevail. See reverse side for terms and conditions.

Purchase Order (PO) or Master Agreement (MA) Terms and Conditions

Providing any good or service constitutes acceptance of this entire PO or MA without exception

Delivery. Title and risk of loss shall pass when items have been received, inspected, and accepted by County of Volusia ("County"). All associated shipping, insurance, and other related costs shall be borne by Provider.

Discontinued. Provider shall give County 30 (thirty) days advance notice of a discontinued item(s) so that County can purchase additional quantities of discontinued item(s). County must give written approval of replacement(s) if they exceed previous price or fail to meet quality, form, fit, or function of the discontinued item. Time is of the essence regarding Performance of Services and this PO or MA can be terminated by the County for convenience, non-appropriation of funds, or non performance.

Disputes. If such dispute arises under this PO or MA and is not resolved informally by the parties within five (5) business days, the party bringing a claim ("Disputing Party") shall deliver to the first level representative of the other party a written statement ("Dispute Notice") describing the dispute. If the respective representatives cannot resolve the dispute within ten (10) days, the dispute shall be escalated through two higher levels of management. If the dispute has not been resolved within 25 (twenty-five) calendar days after delivery of the Disputing Party's notice, either party may give written notice to the other party declaring the resolution process terminated and pursue other legal recourse or initiate formal non-binding mediation before a single mediator, which shall be completed within 30 (thirty) days of initiation. In accordance with rules of practice and procedure adopted by the Supreme Court of Florida for court-ordered mediation, Rule 1.700, et seq., of the Florida Rules of Civil Procedure, and Chapter 44, Florida Statutes. If the dispute remains unresolved after conducting such mediation, then either party may proceed to finalize such termination remedies and commence litigation in a court of competent jurisdiction.

Governing Law/Jurisdiction/Venue. This PO or MA shall be governed by the laws of the State of Florida and venue for any litigation arising from this PO or MA shall be in the County of Volusia, Florida, and any trial shall be non-jury. Each party agrees to bear its own costs and attorneys' fees relating to any dispute arising under this PO or MA. Provider shall comply with all applicable laws and regulations.

Insurance. For goods and services delivered or performed by Provider on County premises, Provider certifies it maintains comprehensive general liability insurance and auto insurance in the amounts identified in the solicitation and/or contract and any amendments thereto pertaining to this PO or MA, or from an A.M. Best "A-" or better rated insurance firm authorized by the State of Florida Insurance Commissioner. The County reserves the right to require the "County of Volusia" be named as additional insured for projects when deemed necessary. For services performed off County premises and goods delivered by third party carriers, the Provider shall use such carriers that maintain such insurance coverage as set forth above.

Intellectual Property. Provider agrees to protect, defend, indemnify, and save the County, its agents, officials, including elected officials, and employees of the County harmless from and against any and all claims, demands, actions, and causes of action which may arise asserting that a copyright, trademark, trade secret, or patent (Intellectual Property), as provided under this PO or MA, infringes or misappropriates any third party's Intellectual Property. If Provider must pay a third party any license, royalty, or other such usage fee in order to deliver the item(s) under this PO or MA, such third party and usage fee must be specified in the Provider's offer to sell to the County.

Indemnification. The Provider shall, at Provider's expense, indemnify, defend, and hold harmless the County, its officers, agents, and employees from or on account of any and all claims, actions, lawsuits, losses, expenses, injuries, damages, judgments, or liabilities of any kind whatsoever resulting from, arising out of, allegedly arising out of, or in connection with the Provider's performance or nonperformance of services pursuant to the Agreement and/or this PO or MA, whether said services are performed by the Provider, its agents, sub-agents, subcontractors, appointees, or employees, or on behalf of the Provider, unless said claims, actions, lawsuits, losses, expenses, injuries, damages, judgments, or liabilities result from, arise out of, or are in connection with the actions of the County, its officers, agents, or employees, for the sole benefit of the County and unrelated to the Provider's performance or nonperformance of its services under the Agreement and/or this Purchase Order.

Modification & Assignment. County may unilaterally change, at no additional cost, the quantity and receiving point within the County for items not yet shipped. All other items must be mutually agreed upon in writing. County is not required to pay for defective items, back-orders, late deliveries, those quantities exceeding the PO or MA quantity, or items shipped at a higher price than stated on the PO or MA. Neither this PO or MA nor any interest herein shall be assigned, transferred, or encumbered by Provider except as authorized in writing by the County.

Notices. All notices given by one party to the other party under this PO or MA shall be delivered to the receiving party's address set forth on this PO either by hand, qualified courier, or e-mail and shall be deemed received the day after it is transmitted. For the County, it shall be addressed to the Purchasing and Contracts Department, 123 West Indiana Avenue, 3rd Floor, DeLand, Florida, 32720 or purchasing@co.volusia.fl.us.

No Waiver. Except as expressly set forth herein, no failure or delay on the part of County in exercising any right, power, or remedy hereunder shall operate as or be deemed a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy preclude any other or further exercise thereof, or the exercise of any other right, power, or remedy.

Order of Precedence. In the event of conflict between this PO or a Master Agreement (MA), the originating Volusia County contract and amendments thereto shall be controlling. This control shall pertain to all specifications and scopes of work included in the originating Volusia County contract and any amendments thereto.

Payment. Except for construction services, which shall be paid pursuant to the Florida Prompt Payment Act, County shall pay Provider within 45 (forty five) days after receipt of an accurate and undisputed invoice, unless the County accepts a prompt payment discount from Provider and the goods or services are not defective. Invoice, packing slip, delivery receipt, order acknowledgment, and correspondence shall clearly indicate the PO or MA number. Any additional or different terms and conditions on Provider's documents shall be considered null and void. The County may deduct amounts it is due from Provider's payment or not pay disputed invoices until such dispute is resolved. Nothing in this PO or MA shall create any obligation on the part of the County to pay directly to any subcontractor of Provider any monies due to such subcontractor or claims of such subcontractor for amounts owed by Provider to subcontractor for goods or services provided under this PO or MA.

Sovereign Immunity. The County expressly retains all rights, benefits, and immunities of sovereign immunity in accordance with §766.26, Florida Statutes. Notwithstanding anything set forth in any section of the Agreement and/or this Purchase Order to the contrary, nothing in the Agreement and/or this Purchase Order shall be deemed as a waiver of immunity of limits of liability of the County 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 County for damages regardless of the number or nature of claims in tort, equity, or contract shall not exceed the dollar amount set by the legislature for tort.

Taxes. County is tax exempt from Manufacturers' Federal Excise Tax (Exemption# 49-6000-885) and Florida sales tax (Exemption# 85-8012622393C-6). Certificates are available at www.volusia.org/purchasing. After accessing the foregoing website, select, "Doing Business with Volusia County" and "Consumer Certificate of Tax Exemption" from the available menu screens to see a copy of the certificates.

UCC. In addition to any rights or remedies contained in this P.O., each party shall have rights, duties, and remedies available through the Uniform Commercial Code (UCC).

Warranty. Provider warrants that all Work or Services performed under this PO or MA shall be performed in a good and competent workmanlike manner to the satisfaction of the County, and materials shall be of good quality (unless otherwise stated on PO or MA), and free from defects and pursuant to specifications and requirements of the contract related to this PO or MA. Provider warrants merchantability of all goods or services and that they are fit for the ordinary purposes they are intended to serve.

Exhibit "B"

TASK AUTHORIZATION NO. ____

Standard Contract for Services dated _____
Between the City of Port Orange, Florida and _____

THIS Task Authorization is entered into by and between the CITY OF PORT ORANGE, FLORIDA, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and _____, a _____ corporation with its principal place of business at _____ ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Standard Contract for Services dated _____, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.
2. In addition to all other terms and conditions contained in the Contract, Contractor shall provide services relating to _____ as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "A."
3. Contractor shall complete the services to be provided herein within _____ days of the date of written notice by the City to the Contractor.
4. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "____" attached hereto and made a part hereof for all purposes, subject to a limit up to but not to exceed \$_____. 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.
5. Contractor shall provide a 100% Combination Payment and Performance Bond in accordance with Florida Statutes Section 255.05, including the Front Page and Certificate for Filing in Public Records, in a form substantially similar to the forms attached hereto as Task Authorization Exhibit "B," and acceptable to the Port Orange City Attorney, and recorded with the Clerk of Volusia County at Contractor's expense. A separate bond shall be provided from the Surety which identifies and covers the scope of work for the project stated in this Task Authorization along with all other provisions of this Task Authorization with the penal sum of such bond being not less than the contract sum described in this Task Authorization. If any surety bond furnished in connection with this Task Authorization 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 Task Authorization No. ____.
6. This Task Authorization may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Task Authorization shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Task Authorization.

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

Witnesses: _____

_____	By: _____
Printed Name: _____	Printed Name: _____
	Title: _____

_____	Date: _____
Printed Name: _____	

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____ By: _____
Allen Green, Mayor

Printed Name: _____ Date: _____

Witnesses: **ATTEST:**

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

Printed Name: _____ Date: _____

[CA ____]

Exhibit "C"

RETURN RECORDED DOCUMENT TO:

City Clerk
1000 City Center Circle
Port Orange, Florida 32129-4144

FRONT PAGE FOR BOND REQUIRED BY SECTION 255.05, F.S.**PAYMENT AND PERFORMANCE BOND**

(Public Works)

Notice and Time Limitations Must Be In Accordance
With Section 255.05(2), (8) and (10), Florida Statutes

BOND NO. _____

PRINCIPAL:

Developer or Contractor: _____

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. _____

Description of Work: _____

Project Location: _____

Port Orange, Volusia County, Florida

Legal Description: _____

Front Page

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

Exhibit "C"

CERTIFICATE FOR FILING IN PUBLIC RECORDS

PAYMENT AND PERFORMANCE BOND

(Public Works)

In Compliance with Section 255.05(1)(a) Florida Statutes

Bond No. _____

The Principal, _____, a _____ corporation, by and through its undersigned representative, does hereby certify that the attached:

Payment and Performance Bond No. _____,

is a true and correct copy of the fully executed financial guarantee delivered to:

CITY OF PORT ORANGE, FLORIDA

pursuant to Section 255.05, Florida Statutes; as Owner/Holder of the subject property in trust for the public, for the public construction project known as:

located in Port Orange, Volusia County, Florida, and identified by the City of Port Orange as Case No. _____.

All claimants are called upon to take notice of the notice requirements and time limitations prescribed by Sections 255.05(2), (8) and (10), Florida Statutes.

Contractor's Name and Address:

By: _____
Printed Name/Title: _____

STATE OF _____
COUNTY OF _____

The foregoing Certificate of Filing was acknowledged before me this ____ day of _____, 20____, by _____ of _____, a _____ corporation, the Principal named in the attached Payment and Performance Bond No. _____.

Notary, please check one:

- ☐ Personally known to me
☐ Produced identification

Notary Public, State of _____
Printed Name, Commission & Term Expiration Date:

Exhibit "C"

RETURN RECORDED DOCUMENT TO:

City Clerk
1000 City Center Circle
Port Orange, Florida 32129-4144

Name of Project

City Project No. _____
Bond No. _____

Space Reserved for Recording Data

COMBINATION PAYMENT AND PERFORMANCE BOND FOR PUBLIC CONSTRUCTION

per Section 255.05, Florida Statutes
Guaranty for Construction of Public Improvements

BY THIS BOND, We, _____ as Principal, and _____, a corporation, as Surety, are bound to CITY OF PORT ORANGE, FLORIDA, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of _____ DOLLARS (\$_____), for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain _____ having an effective date of _____, entered into by and between the Principal and the City, for _____, hereinafter referred to as the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and
3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract documents; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Notice of Nonpayment and Time Limitations

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.02(2), (8) and (10), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

Exhibit "C"

IN WITNESS WHEREOF, this performance and payment bond is executed in duplicate originals, each of which shall be deemed an original, this _____, day of _____, 20__.

Attest:

(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.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 11/11/2014

Consent item: No

SUBJECT: Settlement in the case of June Dileo vs. City of Port Orange - Case No. 2014-30562 CICI

DEPARTMENT: City Attorney

RECOMMENDED MOTION: Staff recommends approving the Settlement Agreement and Release as attached.

SUMMARY: On April 2, 2014, June Dileo filed her complaint for negligence against the City of Port Orange, Florida, relating to the injuries inflicted by a police K-9. The parties reached a settlement agreement at the mediation held on November 4, 2014. The settlement requires a full and complete release of the City by Dileo.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Settlement Agreement and Release	Settlement Agreement.pdf
----	----------------------------------	--------------------------

Fenwick, Robin
Roberts, Margaret
Harden, David

Created/Initiated - 11/05/2014
Approved - 11/05/2014
Final Approval - 11/05/2014

IN THE CIRCUIT COURT IN AND FOR
VOLUSIA COUNTY, FLORIDA
CASE NO.: 2014 30562 CICI

JUNE DILEO,

Plaintiff(s)

Vs.

CITY OF PORT ORANGE,

Defendants(s)

SETTLEMENT AGREEMENT AT MEDIATION

THE PARTIES hereto have reached the following agreements, at Mediation Conference in full and complete resolution of the above-styled litigation:

1. The Defendant (s) City of Port Orange, agree to pay the total sum of seventy thousand dollars + 00 Dollars (\$ 70,000.00) to the Plaintiff(s) within 10 days. The Plaintiff's attorney's Tax Identification number is 59-3154090. In the event the settlement draft is not honored, after presentment, by the bank for any reason, this Settlement Agreement is voidable at the option of the Plaintiff, and any release or dismissal executed in contemplation of the Agreement shall be treated as nullities.
2. The Plaintiff(s), shall promptly dismiss the lawsuit with prejudice, and shall execute a mutually acceptable Release of the Defendant (s). It is contemplated by the parties that the Release will contain "Dyess" language to prevent unintended forfeiture of group health or other similar insurance.
3. The Plaintiff(s) shall satisfy or resolve all liens and subrogated interests and shall hold the Defendant(s) harmless from same.
4. All parties agree to promptly execute all documents and to perform all acts necessary to complete this Settlement Agreement.
5. All parties agree to bear their own costs and attorneys fees.
6. All parties herein stipulate that the trial court shall retain jurisdiction to enforce all terms of the Settlement Agreement.
7. The mediator's fee shall be paid as follows:
☒ Each party shall pay its proportionate share.
☒ The Defendant (s) shall pay the entire fee.
☐ The Plaintiff (s) shall pay the entire fee.
8. Additional terms of this settlement, if any, are as follows:

1) Subject to Approval by City Council for City of Port Orange.
2) Check payable to June Dileo and
Rue, Ziffra & Caldwell

9. All parties acknowledge that all of their agreements are stated in full above.

SIGNED this 4th day of November, 2014 at Fort Orange Florida.

Plaintiff

Defendant

Plaintiff

Attorney for Defendant

Attorney for Plaintiff(s)

Insurance Claim Representative

Mediator

Defendant (s)

Insurance Claim Representative

Donna C. Doyle
Gregory P. Miles
Mark S. Walker
Clement L. Hyland
Douglas B. Beattie
James A. Cabler
William H. Lore
David C. Schwartz
Richard C. Singer
Stan Strickland
Charles M. Rieders

Mediate First, Inc.
200 E. Robinson Street
Suite 700
Orlando, FL 32801

Business Phone: 407-649-9495
Toll-Free 800-851-9173

Email: admin@mediatefirstinc.com
Website: www.mediatefirstinc.com



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 11/11/2014

Consent item: No

SUBJECT:

Johnson Sale to the City - 5126 Ridgewood Avenue

DEPARTMENT: City Attorney

RECOMMENDED MOTION: Council approval of the option modification attached for 5126 Ridgewood Avenue.

SUMMARY: The attached modification amends the option and contract dated February 4, 2014. The purchase price of the real property is reduced \$10,000 for the purpose of clearing the exceptions on the title to complete the real property transaction.

The City can expect the quiet title litigation costs to be completed for \$10,000 or less. After a thorough legal review, the City Attorney recommends City Council approval. The City's exposure to risk is expected to not exceed \$10,000, the quiet title suit will be eliminated by this modification and this avenue will enable the completion of the transfer.

Unforeseen circumstances can arise, but are not expected. Conceivable examples in other cases would include bad faith actions of the other party or probate.

The City has a huge priority lien interest in this property, and the cost of satisfying the lien reduces likelihood of sale to another person.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Modification to Option Contract	Modification to Option Contract - Johnson Property.pdf
----	---------------------------------	--

Fenwick, Robin
Roberts, Margaret
Harden, David
Roberts, Margaret

Created/Initiated - 11/06/2014
Approved - 11/06/2014
Approved - 11/06/2014
Final Approval - 11/06/2014

**MODIFICATION TO OPTION TO
PURCHASE CONTRACT AND
CONTRACT FOR SALE AND PURCHASE
OF REAL PROPERTY**

This contract modification agreement is entered into with an effective date of the _____ day of September, 2014, by and between Sandra Johnson ("Johnson") and the City of Port Orange, Florida ("City")

WITNESSETH:

WHEREAS, the Parties hereto have executed an Option to Purchase Contract and Contract for Sale and Purchase of Real Property dated February 4, 2014 (the "Contract") attached hereto as Exhibit A, and desire to modify and amend the provisions of such Contract as described below:

1. The purchase price described in paragraph 2(a) shall be reduced by \$10,000.00 to \$56,000.00.
2. Paragraph 8 of the Contract shall be deleted and in its place shall be inserted the following provisions:
 - a. Closing. Closing shall take place in Volusia County, Florida at the office of the Escrow Agent on or before 30 days following completion of a quiet title suit described in subparagraph (b) below. The date of Closing may be extended upon mutual agreement of the parties. At the Closing, Seller shall provide Purchaser with the deed to the Property and other documents in accordance with Standard J. Following the Closing, Purchaser shall have the right to exclusive possession of the Property.
 - b. Purchaser's Right to Maintain Quiet Title Suit. Purchaser shall have the right to maintain a Quiet Title suit (the "Suit") to clear the title to the property at Purchaser's expense. Seller shall sign whatever documentation is reasonably required by Purchaser's attorneys to prosecute such action, including a petition to Quiet Title, and Motion for Summary Judgment or other pleadings.
 - c. Purchaser's Obligation to Maintain Quiet Title Suit. Purchaser shall maintain at Purchaser's expense a Quiet Title Suit to clear title to the Property into Seller's name, and shall commence and prosecute such action diligently to its conclusion.

- d. **Seller Payments.** Seller agrees to make any payments to any person or entity which the Court determines to be required to clear title into Purchaser's name after notice and opportunity to object. If Purchaser is unable to quiet title to the property in Seller's name without the payment of sums less than the Purchase Price described above, then either Party shall have the right to terminate the Contract upon written notice within 15 days of notice to the other Party of such intent to terminate.

Except where modified herein, the terms and conditions of the Contract shall be agreed to be full force and effect, and the dates of such Contract shall be modified to include the dates required to give effect to the agreements contained herein.

(THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK)

This Option to Purchase Contract and Contract for Sale and Purchase of Real Property is executed by the parties as of the respective dates shown below.

FOR THE MODIFICATION TO OPTION TO
PURCHASE CONTRACT AND CONTRACT
FOR SALE AND PURCHASE OF REAL
PROPERTY

WITNESSES:

[Signature]
(Signature)

Name: Barry E. Hughes
(Printed)

(Signature)

Name: _____
(Printed)

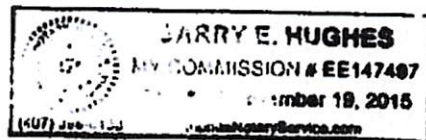
SELLER: SANDRA JOHNSON

DATE: Sandra Johnson

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Modification to Option to Purchase Contract and Contract for Sale and Purchase of Real Property was sworn to and acknowledged before me this 16 day of October, 2014, by Sandra Johnson, the Seller named in the foregoing Contract, who ☒ is personally known to me or ☐ has produced _____ as identification.

[Signature]
Notary Public, State of Florida at Large



FOR THE MODIFICATION TO OPTION TO
PURCHASE CONTRACT AND CONTRACT
FOR SALE AND PURCHASE OF REAL
PROPERTY

WITNESSES:

CITY OF PORT ORANGE
A chartered municipal corporation

(Signature)

By: _____
David Harden, City Manager

Name: _____
(Printed)

Date: _____, 2014

(Signature)

Name: _____
(Printed)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Option to Purchase Contract and Contract for Sale and Purchase of Real Property was sworn to and acknowledged before me this _____ day of _____, 2014, by David Harden, the City Manager of the City of Port Orange, Florida, who is named in the foregoing Contract, who ☐ is personally known to me or ☐ has produced _____ as identification.

Notary Public, State of Florida at Large

FOR THE MODIFICATION TO OPTION TO
PURCHASE CONTRACT AND CONTRACT
FOR SALE AND PURCHASE OF REAL
PROPERTY

WITNESSES:

CITY OF PORT ORANGE
a chartered municipal corporation

(Signature)

By: _____
Allen Green, Mayor

Name: _____
(Printed)

Date: _____, 2014

(Signature)

Name: _____
(Printed)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Option to Purchase Contract and Contract for Sale and Purchase of Real Property was sworn to and acknowledged before me this _____ day of _____, 2014, by Allen Green, the Mayor of the City of Port Orange, Florida, who is named in the foregoing Contract, who ☐ is personally known to me or ☐ has produced _____ as identification.

Notary Public, State of Florida at Large

FOR THE MODIFICATION TO OPTION TO
PURCHASE CONTRACT AND CONTRACT
FOR SALE AND PURCHASE OF REAL
PROPERTY

WITNESSES:

CITY OF PORT ORANGE
a chartered municipal corporation

(Signature)

Attest: _____

Robin L. Fenwick, City Clerk

Name: _____

(Printed)

Date: _____, 2014

(Signature)

Name: _____

(Printed)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Option to Purchase Contract and Contract for Sale and Purchase of Real Property was sworn to and acknowledged before me this _____ day of _____, 2014, by Robin L. Fenwick, the City Clerk of the City of Port Orange, Florida, who is named in the foregoing Contract, who ☐ is personally known to me or ☐ has produced _____ as identification.

Notary Public, State of Florida at Large

Exhibit A – not attached. Copies may be obtained by contacting the City Attorney's Office.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 11/11/2014

Consent item: No

SUBJECT: Historic Tree Removal Request - 228 Peppermint Way

DEPARTMENT: Community Development

RECOMMENDED MOTION: To approve the request to remove one historic tree located at 228 Peppermint Way.

SUMMARY: The applicant is requesting to remove one 44-inch diameter live oak tree. The residential structure which was built in 1978 is within a few feet of the tree. Although the tree is healthy and has a full canopy, the trunk branches into two leaders that are weakly connected with a tight v-shaped crotch. This weak connection ultimately leads to failure as the leaders grow in girth and press against each other leading to one or both leaders splitting and shearing away from each other. In addition, the proximity of the roots from the tree has caused structural damage to the residential structure.

Based on the location of the tree, staff recommends approval of the request to remove one 44-inch diameter live oak tree.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Photos - Historic Tree 228 Peppermint Way	Photos - Historic Tree removal 228 Peppermint Way.pdf
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Momberger, Margaret
Clark, Wayne
Harden, David

Created/Initiated - 10/23/2014
Approved - 10/23/2014
Final Approval - 10/27/2014



ROOTS ARE
INTERFERING WITH
THE FOUNDATION OF
THE HOUSE.



TIGHT V-SHAPED
CROTCH WITH
INCLUDED BARK =
WEAK STRUCTURE=
FUTURE POINT OF
FAILURE WHERE THE
LEADERS SPLIT AND
SHEAR AWAY FROM
EACH OTHER.

44 INCH LIVE OAK / 228 PEPPERMINT WAY



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 11/11/2014

Consent item: No

SUBJECT: Request for a \$50,000 Local Contribution for Three Florida Housing Finance Corporation(FHFC) Applications.

DEPARTMENT: Community Development

RECOMMENDED MOTION:

Move to approve the requests for local contributions in the form of a fee waiver of \$50,000.00 related to applications for Florida Housing Finance Corporation tax credit financing, subject to review and approval of applications for consistency with Applicants' proposed age restriction.

-OR-

Move to approve the requests for local contributions in the form of a fee deferral equaling the net present value of \$50,000.00 at a discount rate of 5.81% related to applications for Florida Housing Finance Corporation tax credit financing, subject to review and approval of applications for consistency with Applicants' proposed age restrictions, and subject to appropriation of funds by budgetary resolution.

SUMMARY:

Recently, three people have requested a \$50,000 local contribution from the City for proposed affordable multi-family housing projects. Two of the people have come before Council with their request. These requests are being made in pursuit of tax credit financing through the Florida Housing Finance Corporation (FHFC) during the FY 2015 application period. During past City Council reviews of requests for this same purpose, the Council has pledged SHIP and CDBG funds for the local contribution. However, the City no longer actively participates in the SHIP program, and a conditional pledge of future CDBG funds no longer meets application requirements.

According to the FHFC, only one application from all Volusia County proposals will be selected for the FY 2015 application period. Therefore, if the council elects to support these requests, only one of the Port Orange applications may possibly be selected and eligible for the fee deferral or wavier.

The proposed development sites are located at 1040 Herbert Street, 4870 Spruce Creek Road, and 4068 Carlisle Drive (see attached map for locations). The subject sites are currently zoned for multi-family uses. There have been no site plans submitted for any of these sites with these requests. If one of these properties is selected by the FHFC, the applicant will be required to have a pre-application meeting and then submit a site plan that will be reviewed by staff for consistency with all code requirements.

If the Council elects to support these applications, the City may provide \$50,000 in fee

waivers or a \$50,000 fee deferral. Commitments must be valid through June 30, 2015. The following are general examples of how the local contribution might be met if Council elects to support these requests.

Fee Wavier example: If the Council chooses to waive \$50,000 in fees, the City Manager has suggested it could come from the building permit application fees. Based on the initial information provided to staff, the building permit fees for all three sites are anticipated to exceed \$50,000, ranging from about \$90,000 to about \$125,000 based on project size. A prior example of this approach was included in the Master Development Agreement (MDA) for the US Foods Planned Commercial Development (PCD), where the City waived all building permit fees.

Fee Deferral example: If the Council chooses a fee deferral of \$50,000, a payment plan may function similar to the general example shown below. According to the FHFC and the applicants, the fee deferral must be calculated using net present value and a discount rate of 5.81%. In this general example from one of the applicants, they would be required to make four (4) annual payments of \$100,000 toward the \$400,000 of deferred development fees. If one of the sites is selected, the applicant and City would need to prepare a separate agreement that identifies the specific payment schedule and number of years. Based on this general example of a payment scheduled for a fee deferral, the estimated building permit fees would not be enough to create a \$50,000 contribution. Most likely a combination of development fees including impact fees would need to be deferred to create a \$50,000 contribution. In 2011, the City entered into a similar agreement with the property owner of the Country Inn and Suites Hotel to defer payment of about \$140,000 in impact fees for five (5) years.

General Example – Fee Deferral

Deferral (Years)	Deferral Payment	Fees Due
0		\$400,000
1	\$100,000	\$0.00
2	\$100,000	\$0.00
3	\$100,000	\$0.00
4	\$100,000	\$0.00
Net Present Value	\$348,023	
Fees Paid at end of Year 4	\$400,000	

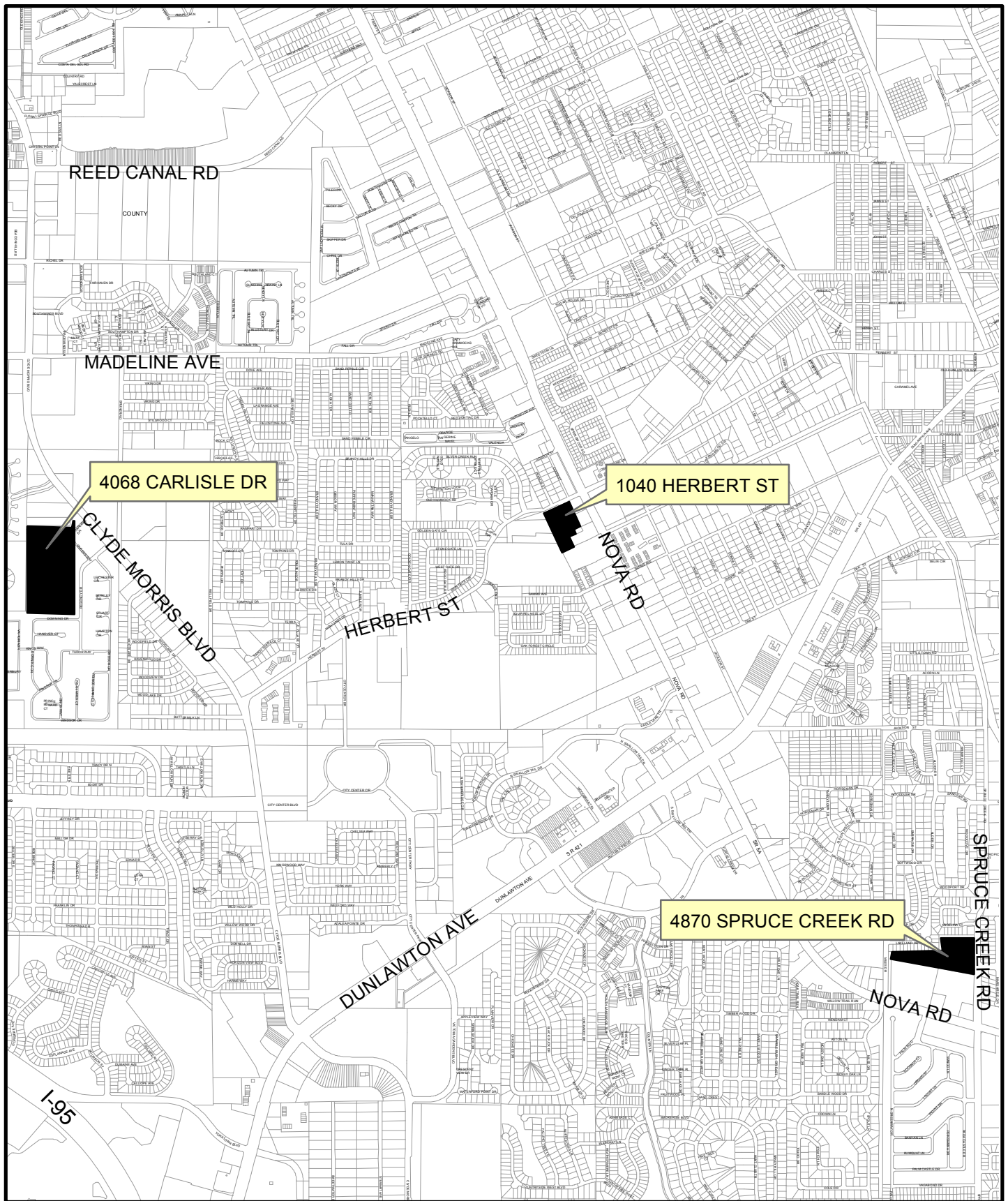
Total Value of Deferral	\$51,976.53	
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Project Funding Account
No.: No.:

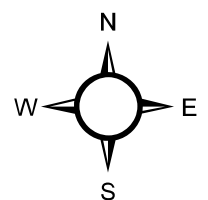
ATTACHMENTS:

1.	FHFC Location Map	FHFC Location Map.pdf
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Burman, Tim	Created/Initiated - 10/30/2014
Clark, Wayne	Approved - 10/30/2014
Riehm, Tracey	Approved - 11/05/2014
Harden, David	Final Approval - 11/06/2014



PROPOSED DEVELOPMENT SITES FOR
FLORIDA HOUSING FINANCE CORPORATION APPLICATIONS





CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 11/11/2014

Consent item: No

SUBJECT: Resolution No. 14-70 - Budget Appropriations - Budget Encumbrances and Project Carryovers

DEPARTMENT: Finance

RECOMMENDED MOTION: Approval of Resolution 14-70

SUMMARY: Budget appropriations lapse when the City's fiscal year ends on September 30, 2014. The attached Resolution re-establishes appropriations for funding open purchase orders and capital projects that were either not completed or started by the fiscal year end. These carryover appropriation re-establish proper budget funding and budgetary alignment of projects. The operating funds have the required equity balances after appropriations by this resolution.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Resolution No. 14-70	Reso. No. 14-70.doc
2.	Exhibit A Reso 14-70 Encumbrance & Project Carryovers	Exhibit A Reso 14-70 - EN & Proj Bud Balance.pdf

Riehm, Tracey
Riehm, Tracey
Roberts, Margaret
Harden, David

Created/Initiated - 10/31/2014
Approved - 10/31/2014
Approved - 11/06/2014
Final Approval - 11/06/2014

RESOLUTION NO. 14-70

A RESOLUTION OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, APPROPRIATING OPEN
ENCUMBRANCES AND PROJECT CARRY OVER FUNDS
FROM THE FISCAL YEAR 2013-2014 TO THE FISCAL YEAR
2014-2015 BUDGET; SETTING FORTH REVENUES AND
EXPENDITURES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port Orange has certain Purchase Orders issued encumbering funds and projects initiated prior to the fiscal year commencing October 1, 2014, which remain incomplete and will carry over from the current fiscal year to the ensuing fiscal year; and

WHEREAS, the City Council desires to appropriate the necessary carry over funds for the continuation and completion of certain City operations and continuing projects and to set forth and appropriate certain revenues and expenses.

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

Section 1. The project carry over funds and funds encumbered with open Purchase Orders are hereby appropriated as set forth in Composite Exhibit A, attached hereto, which reflects revenues and corresponding expenditures for the designated projects for fiscal year 2014-2015 budget.

Section 2. The budget items adopted in the preceding section shall govern the expenditures relating to such items for the City during the ensuing fiscal year effective October 1, 2014 through September 30, 2015.

Section 3. Supplemental appropriations, reductions of appropriations, emergency appropriations, and interdepartmental transfers of appropriations may be effected by the City Council

and the City Manager as deemed necessary in strict compliance with the procedures specified in Chapter 2, Article VI, Division 3, Code of Ordinances, City of Port Orange, Florida.

Section 4. This resolution shall become effective immediately upon adoption.

MAYOR ALLEN GREEN

ATTEST:

Robin Fenwick, CMC, City Clerk

Adopted on the day of

Reviewed and Approved: _____
City Attorney

COMPOSITE EXHIBIT A**Resolution No. 14 - 70**

FY2015 **General Fund (#001)**
PREPARED: **November 5, 2014**
FINANCE: **Lisa Pallante**

		BUDGET
		INCREASE(DECREASE)
<u>REVENUES:</u>		
APPROPRIATED EQUITY		338,552
TOTAL REVENUES:		338,552
<u>EXPENDITURES:</u>		
Non Departmental		208,714
Finance		16,645
Community Development		426
Fire Department		30,398
Police Department		32,848
Public Works		11,136
Parks Maintenance		26,684
Recreation		10,201
Athletics		1,500
TOTAL EXPENDITURES:		338,552

Resolution No. 14 - 70

FY2015 **Eastport (#102)**
PREPARED: **November 5, 2014**
FINANCE: **Lisa Pallante**

	BUDGET INCREASE(DECREASE)
<u>REVENUES:</u>	
APPROPRIATED EQUITY	32,116
TOTAL REVENUES:	32,116
<u>EXPENDITURES:</u>	
Non-Departmental	32,116
TOTAL EXPENDITURES:	32,116

Resolution No. 14 - 70

FY2015 **Town Center (#103)**
PREPARED: **November 5, 2014**
FINANCE: **Lisa Pallante**

	BUDGET INCREASE(DECREASE)
<u>REVENUES:</u>	
FIND Grant VO-PO-13-98	22,850
APPROPRIATED EQUITY	189,759
TOTAL REVENUES:	212,609
<u>EXPENDITURES:</u>	
Non-Departmental	212,609
TOTAL EXPENDITURES:	212,609

Resolution No. 14 - 70

FY2015 Recreation Facilities (#106)
PREPARED: November 5, 2014
FINANCE: Lisa Pallante

	BUDGET INCREASE(DECREASE)
<u>REVENUES:</u>	
APPROPRIATED EQUITY	437,038
TOTAL REVENUES:	437,038
<u>EXPENDITURES:</u>	
Non-Departmental	437,038
TOTAL EXPENDITURES:	437,038

Resolution No. 14 - 70

FY2015 **Building Special Revenue (#109)**
PREPARED: **November 5, 2014**
FINANCE: **Lisa Pallante**

	BUDGET INCREASE(DECREASE)
<u>REVENUES:</u>	
APPROPRIATED EQUITY	1,349
TOTAL REVENUES:	1,349
<u>EXPENDITURES:</u>	
CD Building	1,349
TOTAL EXPENDITURES:	1,349

COMPOSITE EXHIBIT A

Resolution No. 14 - 70

FY2015
PREPARED: CDBG Special Revenue (#110)
FINANCE: November 5, 2014
Lisa Pallante

	BUDGET INCREASE(DECREASE)
<u>REVENUES:</u>	
Federal grants	22,571
TOTAL REVENUES:	22,571
<u>EXPENDITURES:</u>	
CDBG Expense	22,571
TOTAL EXPENDITURES:	22,571

Resolution No. 14 - 70

FY2015 Capital Projects Fund #301
PREPARED: November 5, 2014
FINANCE: Lisa Pallante

	BUDGET INCREASE(DECREASE)
<u>REVENUES:</u>	
FDOT LAP REVENUE	99,200
APPROPRIATED EQUITY	1,511,632
TOTAL REVENUES:	1,610,832
<u>EXPENDITURES:</u>	
Public Works	1,610,832
TOTAL EXPENDITURES:	1,610,832

Resolution No. 14 - 70

FY2015 **Transportation Capital Projects Fund (306)**
PREPARED: **November 5, 2014**
FINANCE: **Lisa Pallante**

	BUDGET INCREASE(DECREASE)
<u>REVENUES:</u>	
APPROPRIATED EQUITY	564,815
TOTAL REVENUES:	564,815
<u>EXPENDITURES:</u>	
Public Works	564,815
TOTAL EXPENDITURES:	564,815

Resolution No. 14 - 70

FY2015 **2004 Capital Projects Fund (307)**
PREPARED: **November 5, 2014**
FINANCE: **Lisa Pallante**

	BUDGET INCREASE(DECREASE)
<u>REVENUES:</u>	
APPROPRIATED EQUITY	1,700
TOTAL REVENUES:	1,700
<u>EXPENDITURES:</u>	
Non-Departmental	1,700
TOTAL EXPENDITURES:	1,700

Resolution No. 14 - 70

FY2015 **Fire Impact Fee Fund (311)**
PREPARED: **November 5, 2014**
FINANCE: **Lisa Pallante**

	BUDGET INCREASE(DECREASE)
<u>REVENUES:</u>	
APPROPRIATED EQUITY	177
TOTAL REVENUES:	177
<u>EXPENDITURES:</u>	
Fire Services	177
TOTAL EXPENDITURES:	177

Resolution No. 14 - 70

FY2015 **Transportation Impact Fee Fund (#312)**
PREPARED: **November 5, 2014**
FINANCE: **Lisa Pallante**

	BUDGET INCREASE(DECREASE)
<u>REVENUES:</u>	
FDOT LAP Revenue	-
APPROPRIATED EQUITY	704,401
TOTAL REVENUES:	704,401
<u>EXPENDITURES:</u>	
Public Works	704,401
TOTAL EXPENDITURES:	704,401

Resolution No. 14 - 70

FY2015 **2006 GO Bond Construction (#314)**
PREPARED: **November 5, 2014**
FINANCE: **Lisa Pallante**

	BUDGET INCREASE(DECREASE)
<u>REVENUES:</u>	
APPROPRIATED EQUITY	1,095,950
TOTAL REVENUES:	1,095,950
<u>EXPENDITURES:</u>	
Non-Departmental	1,095,950
TOTAL EXPENDITURES:	1,095,950

Resolution No. 14 - 70

FY2015 **Parks & Rec. Capital Projects Fund #(315)**
PREPARED: **November 5, 2014**
FINANCE: **Lisa Pallante**

	BUDGET INCREASE(DECREASE)
<u>REVENUES:</u>	
APPROPRIATED EQUITY	167,909
TOTAL REVENUES:	167,909
<u>EXPENDITURES:</u>	
PARKS & REC CAPITAL PROJECTS	167,909
TOTAL EXPENDITURES:	167,909

Resolution No. 14 - 70

FY2015 **2006 ECO DEV BOND FUND #(316)**
PREPARED: **November 5, 2014**
FINANCE: **Lisa Pallante**

	BUDGET INCREASE(DECREASE)
<u>REVENUES:</u>	
APPROPRIATED EQUITY	19,038
TOTAL REVENUES:	19,038
<u>EXPENDITURES:</u>	
NON-DEPARTMENTAL	19,038
TOTAL EXPENDITURES:	19,038

COMPOSITE EXHIBIT A

Resolution No. 14 - 70

FY2015 General Capital Projects Fund #(317)
PREPARED: November 5, 2014
FINANCE: Lisa Pallante

	BUDGET INCREASE(DECREASE)
<u>REVENUES:</u>	
ECHO Grant - Coraci Athletic Complex	300,000
APPROPRIATED EQUITY	<u>1,056,210</u>
TOTAL REVENUES:	<u><u>1,356,210</u></u>
<u>EXPENDITURES:</u>	
NON-DEPARTMENTAL	<u>1,356,210</u>
TOTAL EXPENDITURES:	<u><u>1,356,210</u></u>

Resolution No. 14 - 70

FY2015 **2014 Capital Imprv. Bond Construction Fund (#320)**
PREPARED: **November 5, 2014**
FINANCE: **Lisa Pallante**

	BUDGET INCREASE(DECREASE)
<u>REVENUES:</u>	
APPROPRIATED EQUITY	3,010,000
TOTAL REVENUES:	3,010,000
<u>EXPENDITURES:</u>	
NON-DEPARTMENTAL	3,010,000
TOTAL EXPENDITURES:	3,010,000

COMPOSITE EXHIBIT A**Resolution No. 14 - 70**

FY2015
PREPARED:
FINANCE:

Water Sewer Operating Fund (#401)
November 5, 2014
Lisa Pallante

	BUDGET
	INCREASE(DECREASE)
<u>REVENUES:</u>	
APPROPRIATED EQUITY	403,667
TOTAL REVENUES:	403,667
<u>EXPENDITURES:</u>	
Customer Service	18,112
Water Production	39,608
Non-Departmental	3,265
Sewer Production	104,851
Meter Readers	20,465
Water/Sewer Maintenance	67,520
Water/Sewer Distribution	86,461
Lab	62,039
Administration	1,346
TOTAL EXPENDITURES:	403,667

COMPOSITE EXHIBIT A**Resolution No. 14 - 70**

FY2015
PREPARED:
FINANCE:

WS R&R Fund (#403)
November 5, 2014
Lisa Pallante

	BUDGET
	INCREASE(DECREASE)

REVENUES:

APPROPRIATED EQUITY	1,165,024
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TOTAL REVENUES:	1,165,024
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EXPENDITURES:

Water Production	361,680
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Sewer Production	693,397
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Wastewater Collection	285
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Meter Readers	95,063
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Water/Sewer Distribution	14,599
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TOTAL EXPENDITURES:	1,165,024
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Resolution No. 14 - 70

FY2015 **WS Impact Fund (#405)**
PREPARED: **November 5, 2014**
FINANCE: **Lisa Pallante**

	BUDGET INCREASE(DECREASE)
<u>REVENUES:</u>	
APPROPRIATED EQUITY	3,290,220
TOTAL REVENUES:	3,290,220
<u>EXPENDITURES:</u>	
Sewer Production	2,816,453
Wastewater Collection	24,418
Water/Sewer Distribution	449,349
TOTAL EXPENDITURES:	3,290,220

Resolution No. 14 - 70

FY2015 **Drainage Fund (#412)**
PREPARED: **November 5, 2014**
FINANCE: **Lisa Pallante**

	BUDGET INCREASE(Decrease)
<u>REVENUES:</u>	
APPROPRIATED EQUITY	1,167,548
TOTAL REVENUES:	1,167,548
<u>EXPENDITURES:</u>	
Drainage	1,167,548
TOTAL EXPENDITURES:	1,167,548

Resolution No. 14 - 70

FY2015 **Wetland Mitigation Fund (#416)**
PREPARED: **November 5, 2014**
FINANCE: **Lisa Pallante**

	BUDGET INCREASE(DECREASE)
<u>REVENUES:</u>	
APPROPRIATED EQUITY	91,664
TOTAL REVENUES:	91,664
<u>EXPENDITURES:</u>	
Wetland Mitigation	91,664
TOTAL EXPENDITURES:	91,664

Resolution No. 14 - 70

FY2015 Forestry Fund (#420)
PREPARED: November 5, 2014
FINANCE: Lisa Pallante

	BUDGET INCREASE(DECREASE)
<u>REVENUES:</u>	
APPROPRIATED EQUITY	77,643
TOTAL REVENUES:	77,643
<u>EXPENDITURES:</u>	
Forestry	77,643
TOTAL EXPENDITURES:	77,643

Resolution No. 14 - 70

FY2015 **Water and Sewer Deferred Construction (421)**
PREPARED: **November 5, 2014**
FINANCE: **Lisa Pallante**

	BUDGET INCREASE(DECREASE)
<u>REVENUES:</u>	
State Grant - Dunlawton Pond	156,721
APPROPRIATED EQUITY	848,676
TOTAL REVENUES:	1,005,397
<u>EXPENDITURES:</u>	
Water Production	4,310
Non-Departmental	46,981
Sewer Production	128,887
Wastewater Collection	39,291
Sewer Production - Grants	156,721
Meter Readers	223,249
Water/Sewer Distribution	405,958
TOTAL EXPENDITURES:	1,005,397

Resolution No. 14 - 70

FY2015
PREPARED:
FINANCE:

Information Technology Fund (#501)
November 5, 2014
Lisa Pallante

[illegible]

Resolution No. 14 - 70

FY2015 **Vehicle Maintenance Fund (#503)**
PREPARED: **November 5, 2014**
FINANCE: **Lisa Pallante**

[illegible]

Resolution No. 14 - 70

FY2015 **Risk Management Fund (#504)**
PREPARED: **November 5, 2014**
FINANCE: **Lisa Pallante**

	BUDGET INCREASE(DECREASE)
<u>REVENUES:</u>	
APPROPRIATED EQUITY	6,342
TOTAL REVENUES:	6,342
<u>EXPENDITURES:</u>	
Risk Management	6,342
TOTAL EXPENDITURES:	6,342

Resolution No. 14 - 70

FY2015 **Lease & Replacement Fund (#505)**
PREPARED: **November 5, 2014**
FINANCE: **Lisa Pallante**

	BUDGET INCREASE(DECREASE)
<u>REVENUES:</u>	
APPROPRIATED EQUITY	372,496
TOTAL REVENUES:	372,496
<u>EXPENDITURES:</u>	
Capital Expenditures	372,496
TOTAL EXPENDITURES:	372,496

Resolution No. 14 - 70

FY2015 Building Maintenance Fund (#506)
PREPARED: November 5, 2014
FINANCE: Lisa Pallante

	BUDGET INCREASE(DECREASE)
<u>REVENUES:</u>	
APPROPRIATED EQUITY	80,351
TOTAL REVENUES:	80,351
<u>EXPENDITURES:</u>	
Building Maintenance Dept	80,351
TOTAL EXPENDITURES:	80,351

Resolution No. 14 - 70

FY2015 **Police Forfeiture Fund (#607)**
PREPARED: **November 5, 2014**
FINANCE: **Lisa Pallante**

	BUDGET INCREASE(DECREASE)
<u>REVENUES:</u>	
APPROPRIATED EQUITY	10,081
TOTAL REVENUES:	10,081
<u>EXPENDITURES:</u>	
Police Services	10,081
TOTAL EXPENDITURES:	10,081

Resolution No. 14 - 70

FY2015 **Fire Program Fund (#609)**
PREPARED: **November 5, 2014**
FINANCE: **Lisa Pallante**

	BUDGET INCREASE(DECREASE)
<u>REVENUES:</u>	
APPROPRIATED EQUITY	41,645
TOTAL REVENUES:	41,645
<u>EXPENDITURES:</u>	
Fire Services	41,645
TOTAL EXPENDITURES:	41,645

Resolution No. 14 - 70

FY2015 Recreation Impact Fund (#611)
PREPARED: November 5, 2014
FINANCE: Lisa Pallante

	BUDGET INCREASE(DECREASE)
<u>REVENUES:</u>	
APPROPRIATED EQUITY	51,092
TOTAL REVENUES:	51,092
<u>EXPENDITURES:</u>	
Recreation Dept.	51,092
TOTAL EXPENDITURES:	51,092

Resolution No. 14 - 70

FY2015 **Port Orange Business Park Fund (#634)**
PREPARED: **November 5, 2014**
FINANCE: **Lisa Pallante**

	BUDGET INCREASE(DECREASE)
<u>REVENUES:</u>	
APPROPRIATED EQUITY	12,757
TOTAL REVENUES:	12,757
<u>EXPENDITURES:</u>	
Non-Departmental	12,757
TOTAL EXPENDITURES:	12,757

Open Encumbrance and Project Balance Carryover Listing for FY14				
Sorted by Account Number				
Account Number	Amount	Project #	Vendor Name or Project Name	PO #
001-1000-519.31-13	7,200	AIO019	HR COMPENSATION STUDY	
001-1000-519.64-00	43,780	ZMI003	CM CITY TELEVISION STA	
001-1000-519.31-12	6,492	ZMI043	CM LEEPER PRESERVE EFFORT	
001-1000-519.31-13	3,000		PITTMAN LAW GROUP, PL	069025
001-1000-519.31-13	8,900	AIO019	CODY & ASSOCIATES, INC.	069451
001-1000-519.31-13	45,500	AIO004	CD RIVERWALK PROJECT	
001-1000-519.31-13	48,649	AIO023	CM City Manager Search	
001-1000-519.40-00	401	AIO023	CM City Manager Search	
001-1000-519.49-16	3,351	ZMI003	CM CITY TELEVISION STA	
001-1000-519.52-17	25,014	ZCV002	CM HISTORIC TREE MITIGATN	
001-1000-519.52-19	284	AIO021	CM YOUTH ADVISORY BOARD	
001-1000-519.52-19	3,546	QPC046	R VETERANS PK BRICK PRG	
001-1000-519.63-97	10,000	IMI008	CD TrafCtrlImpr SunsetCv	
001-1000-519.64-00	2,597	ZMI003	SOUND STAGE, INC.	069359
Non-Departmental Subtotal:	208,714			
001-1600-513.31-13	9,990		GOVERNMENT FINANCE RESEARCH GROUP	066626
001-1600-513.31-13	6,655		MILESTONE PROFESSIONAL SERVICES, INC	068345
Finance Subtotal:	16,645			
001-1902-515.41-00	355		E. J. WARD	069473
001-1903-515.41-00	71		E. J. WARD	069473
Community Development Subtotal:	426			
001-3100-522.41-00	781		E. J. WARD	069473
001-3100-522.46-16	591		D.G. MEYER, INC.	068745
001-3100-522.46-16	3,440		AIR SYSTEMS OF DAYTONA	069559
001-3100-522.46-16	12,850		AUTOMATED BUILDING CONTROL SYSTEMS	069564
001-3100-522.52-00	3,446		MATTRESS FIRM INC	069555
001-3100-522.52-17	7,320	FIR001	F EMS TRAINING PROGRAMS	
001-3100-522.52-18	1,970	FIR002	F SHARPS PROGRAM	
Fire & Rescue Subtotal:	30,398			

Open Encumbrance and Project Balance Carryover Listing for FY14				
Sorted by Account Number				
Account Number	Amount	Project #	Vendor Name or Project Name	PO #
001-3200-521.31-13	5,599	AIO020	LE PET SMART GRANT	
001-3200-521.41-00	346		AT & T	068530
001-3200-521.46-10	552		DOCUMENT TECHNOLOGIES	068755
001-3200-521.46-16	1,912		D.G. MEYER, INC.	068731
001-3200-521.46-16	1,300		TAW POWER SYSTEMS INC	069041
001-3200-521.46-16	760		SIMPLEXGRINNELL	069424
001-3200-521.49-20	331		CHIEF SUPPLY CORPORATION	068616
001-3200-521.49-20	1,298		LAW ENFORCEMENT SUPPLY CO.,INC	068618
001-3200-521.49-20	18,359		KONICA MINOLTA BUSINESS SOLUTION	069560
001-3200-521.49-20	1,035		COMMUNICATIONS INTERNATIONAL, INC.	069563
001-3200-521.52-00	925		LAWMEN'S AND SHOOTERS' SUPPLY	068877
001-3200-521.52-12	431		FIRESTOREONLINE.COM,INC.	068662
Police Subtotal:	32,848			
001-4300-541.34-15	7,737		REMEDY INTELLIGENT STAFFING INC.	069035
001-4300-541.41-00	1,634		E. J. WARD	069473
001-4300-541.46-10	765		FLORIDA WATER FEATURES	068631
001-4300-541.53-00	1,000		SET MATERIALS INC.	067950
Public Works Subtotal:	11,136			
001-4400-572.34-15	1,378		REMEDY INTELLIGENT STAFFING INC.	068916
001-4400-572.41-00	1,208		E. J. WARD	069473
001-4400-572.49-20	3,124		BSN CORPORATION	069565
001-4400-572.49-20	2,431	QPC054	R PARKS FURNISHINGS	
001-4400-572.52-17	6,372		HARRELL'S LLC	069557
001-4400-572.52-18	572		ATLAS GLASS	068746
001-4400-572.64-00	11,599	QPC045	R SCOREBOARD REPLACEMENT	
Parks Maintenance Subtotal:	26,684			
001-5100-572.49-19	3,201	QPC059	R ParksFoundationCreation	
001-5125-572.46-16	7,000	QPC064	R Lakeside Center Carpet	
Recreation Subtotal:	10,201			
001-5200-579.49-20	1,500	QPC054	R PARKS FURNISHINGS	
Athletics Subtotal:	1,500			
General Fund Grand Total:	338,552			

Open Encumbrance and Project Balance Carryover Listing for FY14				
Sorted by Account Number				
Account Number	Amount	Project #	Vendor Name or Project Name	PO #
102-1000-552.63-00	32,116	TIF004	T EASTPORT ENTRY SIGNAGE	
Eastport Total:	32,116			
103-1000-552.52-00	322	AIO004	CD RIVERWALK PROJECT	
103-1000-552.63-97	24,300	AIO004	DMC DREDGING & MARINE CONSULTANTS	069133
103-1000-552.63-97	158,255	AIO004	DMC DREDGING & MARINE CONSULTANTS	069362
103-1000-552.63-97	29,732	AIO004	CD RIVERWALK PROJECT	
Town Center Total:	212,609			
106-1000-572.31-13	12,770		MARK DOWST & ASSOCIATES INC.	065948
106-1000-572.62-00	48,000	QPC058	R YMCA RENOVATIONS PH II	
106-1000-572.63-97	600	QPC056	JOSEPH D. HILLER ENGINEERING LLC	068870
106-1000-572.63-97	17,168	QPC056	ARTESIAN POOLS OF EAST FL, LLC	069551
106-1000-572.63-97	158,500	QPC060	R YMCA Reno Phase III	
106-1000-572.64-00	200,000	QPC058	R YMCA RENOVATIONS PH II	
Recreation Facilities Total:	437,038			
109-1901-515.31-13	994		REMEDY INTELLIGENT STAFFING INC.	068992
109-1901-515.41-00	355		E. J. WARD	069473
Building Special RV Total:	1,349			
110-1904-554.61-00	22,571	CDBG04	CM CDBG ACQUIRE PROPERTY	
CDBG Total:	22,571			

Open Encumbrance and Project Balance Carryover Listing for FY14				
Sorted by Account Number				
Account Number	Amount	Project #	Vendor Name or Project Name	PO #
301-4300-541.31-63	50,000	OMI001	P OAK ST RR CROSSING	
301-4300-541.31-63	50,000	OMI002	P CHARLES ST RR CROSSING	
301-4300-541.46-03	3,650	IMI003	P EMG TRAFFIC CONTROL SYS	
301-4300-541.53-63	14,081	OMI007	SPARKS CONCRETE, LLC	068788
301-4300-541.53-63	44,974	IMI002	ERVIN SERVICES INC	069374
301-4300-541.53-63	38,405	IMI001	P SIGNAGE	
301-4300-541.53-63	54,999	IMI003	P EMG TRAFFIC CONTROL SYS	
301-4300-541.53-63	81,428	OMI007	P SIDEWALK MAINTENANCE	
301-4300-541.53-63	12,208	IMI002	P STREET STRIPING	
301-4300-541.63-16	36,190	BNE001	P MISC BIKE PATHS	
301-4300-541.63-97	1,900	OMI025	ZEY COHEN & ASSOCIATES	067323
301-4300-541.63-97	47,081	TIF002	CPH, INC.	067762
301-4300-541.63-97	17,333	TIF002	R. J. LANDSCAPE CONTRACTORS	069036
301-4300-541.63-97	26,781	POL038	P & S PAVING	069193
301-4300-541.63-97	7,440	AIO016	CD Dunlawton Walk Light	
301-4300-541.63-97	1,552	OMI024	P MISC NEW SIDEWALKS	
301-4300-541.63-97	725,000	PNC007	P YORKTOWNE MDL SEGMENT	
301-4300-541.63-97	131,686	PNC011	P YORKTOWNE SO SEGMENT	
301-4300-541.63-97	11,000	ZMI046	CD LED TRAFFIC LIGHT REPL	
301-4300-541.63-97	50,000	OMI025	P SOUTHWINDS SIDEWALKS	
301-4300-541.63-97	51,641	POL038	P FY14 PAVING PROGRAM	
301-4300-541.63-97	153,483	TIF002	T TWN CTR MEDIAN IMPRV	
Capital Projects Total:	1,610,832			
306-4300-541.63-00	213,495	PNC008	P DUNLAWTON/TAYLOR/YORKTO	
306-4300-541.63-97	832	POL021	KIMLEY-HORN AND ASSOCIATES, INC.	067849
306-4300-541.63-97	8,604	POL021	KIMLEY-HORN AND ASSOCIATES, INC.	069350
306-4300-541.63-97	341,884	POL021	P TOWN WEST/WILLIAMSON	
Trans. Capital Projects Total:	564,815			
307-1000-552.63-97	1,700	AIO004	DMC DREDGING & MARINE CONSULTANTS	069134
2004 Cap Imprv Project Total:	1,700			

Open Encumbrance and Project Balance Carryover Listing for FY14				
Sorted by Account Number				
Account Number	Amount	Project #	Vendor Name or Project Name	PO #
311-3100-522.64-00	177	FIR005	F THERMAL IMAGING CAMERAS	
Fire Impact Fee Total:	177			
312-4300-541.31-63	6,858	OMI015	P CLYDE MORRIS SIDEWALK	
312-4300-541.31-63	2,685	OMI016	P HERBERT SHOULDER/SWALK	
312-4300-541.31-63	1,456	OMI017	P SP CREEK SIDEWALK	
312-4300-541.31-63	1,464	OMI018	P VICTORIA GRD SIDEWALK	
312-4300-541.31-63	1,391	OMI019	P MCDONALD RD SIDEWALK	
312-4300-541.31-63	2,000	OMI022	P HERBERT SIDEWALK EAST	
312-4300-541.31-63	1,500	OMI023	P WILLOW RUN SIDEWALK SO	
312-4300-541.63-97	25,017	PNC014	TRAFFIC ENGINEERING DATA SOLUTIONS	069474
312-4300-541.63-97	5,837	OMI014	P SP CREEK RD - SO TRAIL	
312-4300-541.63-97	33,974	OMI015	P CLYDE MORRIS SIDEWALK	
312-4300-541.63-97	6,548	OMI017	P SP CREEK SIDEWALK	
312-4300-541.63-97	5,372	OMI018	P VICTORIA GRD SIDEWALK	
312-4300-541.63-97	7,125	OMI022	P HERBERT SIDEWALK EAST	
312-4300-541.63-97	6,494	OMI023	P WILLOW RUN SIDEWALK SO	
312-4300-541.63-97	238,280	PNC007	P YORKTOWNE MDL SEGMENT	
312-4300-541.63-97	358,117	POL021	P TOWN WEST/WILLIAMSON	
312-4310-541.63-97	283	OMI014	TRAFFIC ENGINEERING DATA SOLUTIONS	069135
Transp. Impact Fee Total:	704,401			
314-1000-521.63-97	31,050	CNE009	ZEV COHEN & ASSOCIATES	068324
314-1000-521.63-97	1,064,900	CNE009	LE PUB SAFETY TRAIN FACIL	
2006 GO Bond Construction Total:	1,095,950			
315-5100-572.63-97	5,320	QPC052	ZEV COHEN & ASSOCIATES	069464
315-5100-572.63-97	4,585	QPC050	R SP CRK BASEBALL FLD UPG	
315-5100-572.63-97	39,000	QPC062	R Causeway Dock Refurbish	
315-5100-572.63-97	24,000	QPC063	R SP CRK Bsktball ct reno	
315-5100-572.63-97	85,590	QPC052	R SOCCER FIELD RE-LEVEL	
315-5100-572.64-00	9,414	QPC045	R SCOREBOARD REPLACEMENT	
Parks & Recreation Capital Project Total:	167,909			
316-1000-552.63-00	19,038	TIF004	T EASTPORT ENTRY SIGNAGE	
2006 Econ Dev Bond Construction Total:	19,038			

Open Encumbrance and Project Balance Carryover Listing for FY14				
Sorted by Account Number				
Account Number	Amount	Project #	Vendor Name or Project Name	PO #
317-1000-519.62-00	400,000	AIO014	CM OLD PD RENOVATIONS	
317-1000-519.63-97	12,950	AIO022	ZEV COHEN & ASSOCIATES	069415
317-1000-519.63-97	75,000	AIO017	CM CITY ENTRANCE SIGN DEV	
317-1000-519.63-97	25,605	FIR010	F FIRE STATION 73 HVAC	
317-1000-519.63-97	600,000	QPC061	R Coraci Athl Compl PHIV	
317-1000-519.63-97	231,500	AIO022	CD Dunlawton Medians Ph I	
317-1000-519.64-00	11,155	FIR008	F FIRE STATION 74 AC	
General Capital Replacement Total:	1,356,210			
320-1000-519.63-97	3,010,000	AIO004	CD RIVERWALK PROJECT	
2014 Cap Impr Bond Construction Total:	3,010,000			
401-0100-536.46-10	3,112		CREDITRON	068846
401-0100-536.64-00	15,000	ZMI053	FN CS Scanner / Printers	
W/S Customer Service Subtotal:	18,112			
401-0200-533.41-00	355		E. J. WARD	069473
401-0200-533.52-19	2,724		POLYDYNE, INC.	068518
401-0200-533.63-97	2,872	WWP006	QUENTIN L. HAMPTON ASSOC., INC.	068216
401-0200-533.63-97	120	WWP006	U GWP Rehabilitation 2013	
401-0200-533.64-00	6,759		ELECTRIC EEL MFG. CO., INC	069556
401-0200-533.64-97	16,718	MME001	MKI SERVICES, INC.	069516
401-0200-533.64-97	10,060	WWP003	U Water Plant Improvement	
W/S Water Production Subtotal:	39,608			
401-0300-536.31-13	3,265		PUBLIC RESOURCES MGMT GROUP INC	069109
W/S Non-Departmental Subtotal:	3,265			

Open Encumbrance and Project Balance Carryover Listing for FY14				
Sorted by Account Number				
Account Number	Amount	Project #	Vendor Name or Project Name	PO #
401-0400-535.14-00	15,103	SSP008	U Rec Wtr Plnt Imprv 2014	
401-0400-535.31-13	935		CLEAR WATERS LONG LEAF FOREST	068361
401-0400-535.41-00	142		E. J. WARD	069473
401-0400-535.46-10	4,900		SEVERN TRENT WATER PURIFICATION,INC	068503
401-0400-535.46-11	53,061	SSP008	U Rec Wtr Plnt Imprv 2014	
401-0400-535.52-12	208		UNIFIRST CORPORATION	068508
401-0400-535.52-19	4,328		PREMIER MAGNESIA, LLC	068509
401-0400-535.52-19	1,199		CEDARCHEM,LLC	068511
401-0400-535.52-19	24,975		ENVIRONMENTAL OPERATING SOLUT.	069466
W/S Sewer Production Subtotal:	104,851			
401-0500-536.14-00	17,178	ZMI044	U METER REPLACEMENT PRG	
401-0500-536.41-00	568		E. J. WARD	069473
401-0500-536.46-10	2,500		H.D. SUPPLY WATERWORKS	068588
401-0500-536.52-12	219		UNIFIRST CORPORATION	068522
W/S Meter Readers Subtotal:	20,465			
401-0600-536.14-00	1,393	ZMI044	U METER REPLACEMENT PRG	
401-0600-536.41-00	781		E. J. WARD	069473
401-0600-536.46-10	2,318		FLORIDA DETROIT DIESEL-ALLISON,INC.	067948
401-0600-536.46-10	3,159		STEWARTS ELECTRIC MOTOR WORKS	068687
401-0600-536.46-10	277		TAW POWER SYSTEMS INC	068887
401-0600-536.46-10	5,084		RJH TECHNICAL SERVICES, INC.	069163
401-0600-536.49-20	7,620		RJH TECHNICAL SERVICES, INC.	069502
401-0600-536.52-12	388		UNIFIRST CORPORATION	068556
401-0600-536.64-00	21,500		FLORIDA DETROIT DIESEL-ALLISON,INC.	069561
401-0600-536.64-00	25,000	MME001	U Machinery & Equipment	
W/S Maintenance Subtotal:	67,520			
401-0800-536.14-00	32,569	ZMI044	U METER REPLACEMENT PRG	
401-0800-536.31-13	25,432		AARON'S BACKFLOW SERVICES,INC.	068928
401-0800-536.41-00	1,279		E. J. WARD	069473
401-0800-536.52-12	933		UNIFIRST CORPORATION	068561
401-0800-536.53-00	1,190		SPARKS CONCRETE, LLC	068560
401-0800-536.55-31	15,058	ZMI044	U METER REPLACEMENT PRG	
401-0800-536.64-00	10,000	MME001	U Machinery & Equipment	
W/S Distribution Subtotal:	86,461			

Open Encumbrance and Project Balance Carryover Listing for FY14				
Sorted by Account Number				
Account Number	Amount	Project #	Vendor Name or Project Name	PO #
401-0824-536.31-13	9,817		PACE ANALYTICAL SERVICES, INC.	068719
401-0824-536.31-13	2,080		NORTHERN LAKE SERVICE, INC.	069503
401-0824-536.31-13	30,000	MBO004	U Local Limit Development	
401-0824-536.41-00	142		E. J. WARD	069473
401-0824-536.64-00	20,000	MME001	U Machinery & Equipment	
W/S Lab Division Subtotal:	62,039			
401-0900-536.14-00	373	ZMI044	U METER REPLACEMENT PRG	
401-0900-536.21-20	760	OMI008	P HERBERT ST SIDEWALKS	
401-0900-536.41-00	213		E. J. WARD	069473
W/S Utility Admin Subtotal:	1,346			
Water Sewer Grand Total:	403,667			
403-0200-533.63-97	2,872	WWP006	QUENTIN L. HAMPTON ASSOC., INC.	068216
403-0200-533.63-97	75,450	URP010	U S Atlantic JPA w/Vol Co	
403-0200-533.63-97	227,380	WWP003	U Water Plant Improvement	
403-0200-533.63-97	42,344	WWW002	U WW Repairs/Maint	
403-0200-533.63-97	793	WWP006	U GWP Rehabilitation 2013	
403-0200-533.64-97	6,560	MME003	RJH TECHNICAL SERVICES, INC.	069059
403-0200-533.64-97	2,450	MME003	DIAMOND QUEST	069537
403-0200-533.64-97	3,831	MME003	U Telemetry I & C	
403-0400-535.63-97	31,366	SSP002	STEWARTS ELECTRIC MOTOR WORKS	068688
403-0400-535.63-97	30,718	SSP007	U Rec Wtr Plnt Rehab 2013	
403-0400-535.63-97	631,313	SSP002	U Sewer Plant Replacement	
403-0401-535.63-97	285	URL007	U Misc Util Coordination	
403-0500-536.55-31	95,063	ZMI044	U METER REPLACEMENT PRG	
403-0800-533.63-97	8,020	URP001	HAZEN CONSTRUCTION, LLC	069216
403-0800-533.63-97	5,564	URL005	U Williamson Util Rel S	
403-0800-533.63-97	987	URL007	U Misc Util Coordination	
403-0800-533.63-97	28	URP001	U Replacement, WA System	
W/S R&R Total:	1,165,024			

Open Encumbrance and Project Balance Carryover Listing for FY14				
Sorted by Account Number				
Account Number	Amount	Project #	Vendor Name or Project Name	PO #
405-0400-535.63-97	11,452	UET022	QUENTIN L. HAMPTON ASSOC.,INC.	068891
405-0400-535.63-97	20,563	RIM005	REMEDY INTELLIGENT STAFFING INC.	069164
405-0400-535.63-97	47,313	RIM005	QUENTIN L. HAMPTON ASSOC.,INC.	069524
405-0400-535.63-97	8,145	SSP002	U Sewer Plant Replacement	
405-0400-535.63-97	4,328	UET002	U Extension, Sewer System	
405-0400-535.63-97	370,691	UET011	U Rc Wt Rechg LakeSRF513P	
405-0400-535.63-97	124,000	UET022	U White Acres Improvement	
405-0400-535.63-97	2,229,961	RIM005	U Reservoir Outfall	
405-0401-535.63-97	1,350	SLS002	QUENTIN L. HAMPTON ASSOC.,INC.	068930
405-0401-535.63-97	23,068	UCP001	PORT ORANGE INVESTMENTS INC	069228
405-0800-533.63-97	22,357	URP010	QUENTIN L. HAMPTON ASSOC.,INC.	068392
405-0800-533.63-97	1,509	UET001	QUENTIN L. HAMPTON ASSOC.,INC.	068954
405-0800-533.63-97	2,510	URF001	QUENTIN L. HAMPTON ASSOC.,INC.	068954
405-0800-533.63-97	38,875	UCP001	HGR CONSTRUCTION INC	069113
405-0800-533.63-97	51,832	URF001	MASCI CORPORATION	069308
405-0800-533.63-97	22,357	UET018	U S Pen Swr Ext II SRF	
405-0800-533.63-97	4,328	UET001	U Extension, Water System	
405-0800-533.63-97	272,081	URP010	U S Atlantic JPA w/Vol Co	
405-0800-533.63-97	33,500	UCP001	U Cost Participation,	
W/S Impact Fee Total:	3,290,220			
412-1800-541.31-63	630	DIP021	TECHNICAL SOLUTIONS, INC.	068796
412-1800-541.31-63	8,855	DIP021	P B23 CANAL GRANT PHASE 1	
412-1800-541.41-00	924		E. J. WARD	069473
412-1800-541.63-97	21,225	DIP033	QUENTIN L. HAMPTON ASSOC.,INC.	067827
412-1800-541.63-97	8,857	DIP053	QUENTIN L. HAMPTON ASSOC.,INC.	068270
412-1800-541.63-97	9,562	DIP053	SOUTHEAST CONSTRUCTION PRODUCTS	069029
412-1800-541.63-97	3,139	DIP033	LAYNE INLINER LLC	069215
412-1800-541.63-97	21,781	DIP001	P MISC DRAINAGE PROJECTS	
412-1800-541.63-97	21,000	DIP054	P WOODS STORMWTR PUMP SYS	
412-1800-541.63-97	225,000	DIP055	P Stormwater Master Plan	
412-1800-541.63-97	761,720	PNC007	P YORKTOWNE MDL SEGMENT	
412-1800-541.63-97	55,653	DIP053	P CAMBRIDGE STABILIZATION	
412-1800-541.63-97	10,202	DIP033	P MISC RELINE DRAIN PIPES	
412-1800-541.64-00	19,000		ELXSI,INC./CUES/DBA	069436
Drainage Total:	1,167,548			

Open Encumbrance and Project Balance Carryover Listing for FY14				
Sorted by Account Number				
Account Number	Amount	Project #	Vendor Name or Project Name	PO #
416-0300-536.31-13	3,000	EFM001	CINCINNATI ZOO & BOTANICAL GARDEN	064361
416-0300-536.31-13	6,000		SMOKEY HUNT CLUB, INC.	069010
416-0300-536.31-13	3,781	EFM001	BIOLOGICAL CONSULTING SERVICES, INC.	069326
416-0300-536.31-13	3,014	EFM001	U Forestry Management	
416-0300-536.52-00	2,912	EFM001	U Forestry Management	
416-0300-536.52-17	72,957	EFM001	U Forestry Management	
Wetland Mitigation Total:	91,664			
420-1000-536.31-13	43,169	EFM001	U Forestry Management	
420-1000-536.31-63	4,000	EFM001	WEAVER CONSTRUCTION INC.	069443
420-1000-536.31-63	1,800	EFM001	CPH, INC.	069532
420-1000-536.31-63	28,674	EFM001	U Forestry Management	
Forestry Total:	77,643			
421-0200-533.63-97	4,310	WWW002	U WW Repairs/Maint	
421-0300-536.63-97	11,009	MMP001	QUENTIN L. HAMPTON ASSOC., INC.	066856
421-0300-536.63-97	20,630	MMP001	U Utility Mapping	
421-0300-536.64-97	15,342	MME001	MKI SERVICES, INC.	069516
421-0400-535.63-97	1,460	DIP048	P DUNLAWTON DRAINAGE IMPV	
421-0400-535.63-97	3,080	SSP002	U Sewer Plant Replacement	
421-0400-535.63-97	124,347	URL005	U Williamson Util Rel S	
421-0401-535.63-97	1,420	SLS002	SPARKS CONCRETE, LLC	068847
421-0401-535.63-97	1,950	SLS002	QUENTIN L. HAMPTON ASSOC., INC.	068930
421-0401-535.63-97	19,921	URH001	U Sewer Sys Rehabilitation	
421-0401-535.63-97	16,000	SLS002	U R & R Lift Station	
421-0410-535.63-97	156,721	DIP048	P DUNLAWTON DRAINAGE IMPV	
421-0500-536.55-31	118,964	ZMI044	NATIONAL METERING SERVICES INC	068889
421-0500-536.55-31	40,910	ZMI044	U METER REPLACEMENT PRG	
421-0500-536.64-15	59,375	ZMI044	SENSUS USA INC	068477
421-0500-536.64-15	4,000	ZMI044	SUNGARD PUBLIC SECTOR, INC.	068738
421-0800-533.63-97	22,357	URP010	QUENTIN L. HAMPTON ASSOC., INC.	068392
421-0800-533.63-97	2,615	URP001	QUENTIN L. HAMPTON ASSOC., INC.	068693
421-0800-533.63-97	89,170	MMM101	NATIONAL METERING SERVICES INC	068886
421-0800-533.63-97	4,097	URP001	QUENTIN L. HAMPTON ASSOC., INC.	068954
421-0800-533.63-97	139,314	URP001	HAZEN CONSTRUCTION, LLC	069216
421-0800-533.63-97	51,832	URP001	MASCI CORPORATION	069308
421-0800-533.63-97	22,358	UET018	U S Pen Swr Ext II SRF	
421-0800-533.63-97	67,886	URP010	U S Atlantic JPA w/Vol Co	
421-0800-533.63-97	5,701	MMM101	U LARGE METER REPLACEMENT	
421-0800-533.63-97	628	URP001	U Replacement, WA System	
W/S Deferred Construction Total:	1,005,397			

Open Encumbrance and Project Balance Carryover Listing for FY14				
Sorted by Account Number				
Account Number	Amount	Project #	Vendor Name or Project Name	PO #
501-0700-519.31-13	1,157		TIETJEN TECHNOLOGIES INC	068843
501-0700-519.31-13	64,000	ZMI038	IT TECH PLAN/Risk Assmnt	
501-0700-519.41-00	4,125		VERIZON WIRELESS	068620
501-0700-519.41-00	142		E. J. WARD	069473
501-0700-519.46-36	1,073	ZMI040	CENTRYS LLC	069335
501-0700-519.46-36	938		SUNGARD PUBLIC SECTOR, INC.	069462
501-0700-519.46-36	1,928	ZMI040	IT VIDEO SECURITY SYSTEM	
501-0700-519.49-02	2,549		CDW-G	069562
501-0700-519.64-15	4,835	ZMI016	IP COMPUTER HARDWARE	
501-0700-519.64-15	5,206	ZMI029	IP FIBER OPTIC PROJ PH 2	
501-0700-519.64-15	3,213	ZMI036	IT PCI COMPLIANCE PROJECT	
501-0700-519.64-15	8,000	ZMI037	IT Doc Collbrtn EOC Softw	
Information Technology Total:	97,166			
503-4500-519.41-00	995		E. J. WARD	069473
503-4500-519.52-20	3,668		INTERSTATE BATTERY SYSTEMS OF	068821
503-4500-519.52-20	7,071		SOUTH DAYTONA TRACTOR & MOWER, INC.	069281
503-4500-519.52-20	4,000		AMERICAN ALUMINUM ACCESSORIES	069536
503-4500-519.52-20	17,541		SOUTHERN SEWER EQUIPMENT SALES	069553
503-4500-519.64-00	10,924	OMI020	P FUELING SYSTEM	
Vehicle Maintenance Total:	44,199			
504-1000-519.45-20	4,652		SIMPLEXGRINNELL	069508
504-1000-519.51-00	1,690		CAPITAL OFFICE SUPPLIES	069546
Risk Management Total:	6,342			

Open Encumbrance and Project Balance Carryover Listing for FY14				
Sorted by Account Number				
Account Number	Amount	Project #	Vendor Name or Project Name	PO #
505-1000-519.49-02	1,198	ZMI045	IT HTE UTILITIES IMAGING	
505-1000-519.49-16	335	ZMI032	IT POLICE LAPTOP REPLACE	
505-1000-519.49-16	7,481	ZMI040	IT VIDEO SECURITY SYSTEM	
505-1000-519.49-16	5,000	ZMI045	IT HTE UTILITIES IMAGING	
505-1000-519.49-16	7,041	ZMI016	IP COMPUTER HARDWARE	
505-1000-519.64-00	7,464		MORGANELLI & ASSOCIATES	069147
505-1000-519.64-00	7,464		MORGANELLI & ASSOCIATES	069544
505-1000-519.64-00	177	FIR005	F THERMAL IMAGING CAMERAS	
505-1000-519.64-00	14,110	FIR007	F RADIO REPLC P-25 COMPLY	
505-1000-519.64-00	6,000	ZMI013	IP LARGE FORMAT PRINTERS	
505-1000-519.64-00	7,548	ZMI040	IT VIDEO SECURITY SYSTEM	
505-1000-519.64-00	95,900	ZMI047	FN INTERACTIVE VOICE RECO	
505-1000-519.64-06	9,222		COMMUNICATIONS INTERNATIONAL, INC.	069363
505-1000-519.64-15	14,969	ZMI032	HEWLETT PACKARD CO.	069567
505-1000-519.64-15	2,963	ZMI015	IP MUNICIPAL NETWORK	
505-1000-519.64-15	20,384	ZMI016	IP COMPUTER HARDWARE	
505-1000-519.64-15	5,240	ZMI042	IP HTE SOFTWARE UPGRADES	
505-1000-519.64-15	2,000	ZMI049	IT BARCODE HARDW/SORFTWR	
505-1000-519.64-15	95,000	ZMI050	IT NETWRK CORE SWITCH UPD	
505-1000-519.64-15	30,000	ZMI051	IT PD Impound Surveillance	
505-1000-519.64-15	33,000	ZMI052	IT Council Chambers A/V	
Lease & Replacement Total:	372,496			
506-4200-539.34-14	2,265		GILES ELECTRIC COMPANY, INC	069365
506-4200-539.46-16	9,978	AIO013	PRESTIGE CARPET OF DAYTONA, INC.	069456
506-4200-539.46-16	37,360	AIO013	VINTAGE PAINTING COMPANY INC	069457
506-4200-539.46-16	14,350	OBM001	P CITY HALL EXTERIOR	
506-4200-539.46-16	1,500	OBM002	P PUBLIC WORKS BLD MAINT	
506-4200-539.46-16	11,818	AIO013	CM CITY HALL 2ND FL RENO	
506-4200-539.62-00	3,080	OBM004	P CUS SVC STAGE ADA COMP	
Building Maintenance Total:	80,351			
607-3200-521.52-00	10,081		LOU'S POLICE DISTRIBUTORS INC	069511
Police Forfeiture Trust Total:	10,081			

Open Encumbrance and Project Balance Carryover Listing for FY14				
Sorted by Account Number				
Account Number	Amount	Project #	Vendor Name or Project Name	PO #
609-3100-522.49-20	8,335	FIR011	TEN-8 FIRE EQUIPMENT	069498
609-3100-522.52-12	7,711	FIR011	TEN-8 FIRE EQUIPMENT	068418
609-3100-522.52-12	1,038	FIR011	F FIRE BUNKER GEAR	
609-3100-522.64-00	2,495	FIR004	F ERV VEHICLE REPLACEMENT	
609-3100-522.64-00	22,066	FIR007	F RADIO REPLC P-25 COMPLY	
Fire Program Total:	41,645			
611-5100-572.63-97	1,092	QPC055	ZEV COHEN & ASSOCIATES	068817
611-5100-572.63-97	50,000	XSG007	R GAMBLE LAUNCH VOPO-0360	
Recreation Impact Total:	51,092			
634-1000-580.34-20	11,863		TIF-JEN LAWN SERVICE, INC.	068953
634-1000-580.34-20	894		TIF-JEN LAWN SERVICE, INC.	069159
PO Business Park Total:	12,757			
Grand Total:	17,492,559			



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 11/11/2014

Consent item: No

SUBJECT: Resolution No. 14-71 - Fiscal Year 2013-2014 Budget Adjustments

DEPARTMENT: Finance

RECOMMENDED MOTION: Move approval of Resolution 14-71.

SUMMARY: City staff has completed a review of the budget execution for the fiscal year ending September 30, 2014 . The attached budget resolution provides for the recognition of the budget changes recommended based on this review. Staff recommends approval of the attached Resolution. Please see the attachments for specific detail.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Resolution No. 14-71 Final FY 14 Budget Appropriation	Reso. No. 14-71.doc
2.	Exhibit A Reso 14-71 Budget Appropriations	Exhibit A Reso 14-71 True Up Budget.pdf

Fenwick, Robin
Riehm, Tracey
Roberts, Margaret
Harden, David

Created/Initiated - 10/31/2014
Approved - 10/31/2014
Approved - 11/06/2014
Final Approval - 11/06/2014

RESOLUTION NO. 14-71

A RESOLUTION OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, APPROPRIATING
OPERATING AND CAPITAL FUNDS FOR VARIOUS
CITY OPERATIONS; SETTING FORTH REVENUES
AND EXPENDITURES; AND PROVIDING AN
EFFECTIVE DATE.

WHEREAS, The City of Port Orange has approved the Budget Execution Review, attached hereto; and

WHEREAS, the City Council desires to appropriate funds related to operations and capital projects as shown in the Budget Execution Review, and to set forth, appropriate and change appropriations of certain revenues and expenses.

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

Section 1. The funds for City Operations and Capital Projects are hereby appropriated as set forth in Composite Exhibit A, attached hereto, which reflects revenues and corresponding expenditures for the designated projects.

Section 2. The Operating and Capital Budget items adopted in the preceding section shall govern the expenditures relating to such operations and projects for the City during the fiscal year effective October 1, 2013 through September 30, 2014.

Section 3. Supplemental appropriations, reductions of appropriations, emergency appropriations, and interdepartmental transfers of appropriations may be effected by the City Council and the City Manager as deemed necessary in strict compliance with the procedures specified in Chapter 2, Article VI, Division 3, Code of Ordinances, City of Port Orange, Florida.

Section 4. This resolution shall become effective immediately upon adoption.

MAYOR ALLEN GREEN

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Adopted on the day of

Reviewed and Approved: _____
City Attorney

Resolution No. 14 - 71

FY2015 **General Fund (#001)**
PREPARED: **November 5, 2014**
FINANCE: **Lisa Pallante**

	BUDGET INCREASE(DECREASE)
<u>REVENUES:</u>	
APPROPRIATED EQUITY	9,300
TOTAL REVENUES:	9,300
<u>EXPENDITURES:</u>	
City Manager	9,300
TOTAL EXPENDITURES:	9,300

***To cover salary payouts.**

COMPOSITE EXHIBIT A**Resolution No. 14 - 71**

FY2015
PREPARED: CDBG Special Revenue (#110)
FINANCE: November 5, 2014
Lisa Pallante

	BUDGET
	INCREASE(DECREASE)
<u>REVENUES:</u>	
Interest	586
Federal grants	<u>73,818</u>
TOTAL REVENUES:	<u><u>74,404</u></u>
<u>EXPENDITURES:</u>	
CDBG Expense	<u>74,404</u>
TOTAL EXPENDITURES:	<u><u>74,404</u></u>

***To true-up the CDBG Program revenue and expense.**

COMPOSITE EXHIBIT A

Resolution No. 14 - 71

FY2015 Capital Improvement Sinking Fund (#201)
PREPARED: November 5, 2014
FINANCE: Lisa Pallante

	BUDGET INCREASE(DECREASE)
<u>REVENUES:</u>	
Transfer from General Fund	<u>100</u>
TOTAL REVENUES:	<u><u>100</u></u>
<u>EXPENDITURES:</u>	
Non-Departmental	<u>100</u>
TOTAL EXPENDITURES:	<u><u>100</u></u>

*To account for an increase in annual bank fees.

COMPOSITE EXHIBIT A**Resolution No. 14 - 71**

FY2015 **2004 Debt Service Fund (#207)**
PREPARED: **November 5, 2014**
FINANCE: **Lisa Pallante**

	BUDGET
	INCREASE(DECREASE)
<u>REVENUES:</u>	
Interest	59,119
Settlement Proceeds	230,900
Debt Proceeds	17,420,820
Transfer from 220 Fund	(14,229,725)
APPROPRIATED EQUITY	1,711,924
TOTAL REVENUES:	5,193,038
<u>EXPENDITURES:</u>	
Other Debt Service	2,065,040
Transfers	3,127,998
TOTAL EXPENDITURES:	5,193,038

***To revise the recording of the Bond Refunding based on our auditors' recommendations.**

COMPOSITE EXHIBIT A**Resolution No. 14 - 71**

FY2015 **2014 Capital Improvement Bond Fund (#220)**
PREPARED: **November 5, 2014**
FINANCE: **Lisa Pallante**

	BUDGET
	INCREASE(DECREASE)
<u>REVENUES:</u>	
Interest	3,714
Transfer from 207	117,998
Proceeds from Refunding	(14,349,699)
APPROPRIATED EQUITY	(121,712)
TOTAL REVENUES:	(14,349,699)
<u>EXPENDITURES:</u>	
Other Debt Service	(119,974)
Transfer to 207	(14,229,725)
TOTAL EXPENDITURES:	(14,349,699)

***To revise the recording of the Bond Refunding based on our auditors' recommendations.**

COMPOSITE EXHIBIT A

Resolution No. 14 - 71

FY2015 Transportation Impact Fee (#312)
PREPARED: November 5, 2014
FINANCE: Lisa Pallante

	BUDGET INCREASE(DECREASE)
<u>REVENUES:</u>	
Residential Transportation Impact Fees	4,705
TOTAL REVENUES:	4,705
<u>EXPENDITURES:</u>	
Public Works	4,705
TOTAL EXPENDITURES:	4,705

*Additional administrative fees due to greater than anticipated revenue.

COMPOSITE EXHIBIT A

Resolution No. 14 - 71

FY2015 W/S Bond Debt Service (#402)
PREPARED: November 5, 2014
FINANCE: Lisa Pallante

	BUDGET INCREASE(DECREASE)
<u>REVENUES:</u>	
Interest	250
TOTAL REVENUES:	250
<u>EXPENDITURES:</u>	
Non-Departmental	250
TOTAL EXPENDITURES:	250

*To account for an increase in annual bank fees.

COMPOSITE EXHIBIT A

Resolution No. 14 - 71

FY2015
PREPARED: W/S Impact Fund (#405)
November 5, 2014
FINANCE: Lisa Pallante

	BUDGET INCREASE(DECREASE)
<u>REVENUES:</u>	
Residential W/S Impact Fees	21,903
TOTAL REVENUES:	21,903
<u>EXPENDITURES:</u>	
Non-Departmental	21,903
TOTAL EXPENDITURES:	21,903

*Additional administrative fees due to greater than anticipated revenue.

COMPOSITE EXHIBIT A**Resolution No. 14 - 71**

FY2015
PREPARED:
FINANCE:

Police Benefit Trust Fund (#606)
November 5, 2014
Lisa Pallante

	BUDGET
	INCREASE(DECREASE)
<u>REVENUES:</u>	
Miscellaneous Revenue	1,558
APPROPRIATED EQUITY	88
TOTAL REVENUES:	1,646
<u>EXPENDITURES:</u>	
Police Services	1,646
TOTAL EXPENDITURES:	1,646

***Funds used for crime prevention, victim advocate cost and other miscellaneous items.**

COMPOSITE EXHIBIT A

Resolution No. 14 - 71

FY2015 Police Education Trust (#615)
PREPARED: November 5, 2014
FINANCE: Lisa Pallante

	BUDGET INCREASE(DECREASE)
<u>REVENUES:</u>	
Miscellaneous Revenue	2,690
TOTAL REVENUES:	2,690
<u>EXPENDITURES:</u>	
Police Services	2,690
TOTAL EXPENDITURES:	2,690

*Police Department travel.

COMPOSITE EXHIBIT A**Resolution No. 14 - 71**

FY2015
PREPARED:
FINANCE:

Consolidated Dispatch (#632)
November 5, 2014
Lisa Pallante

	BUDGET
	INCREASE(DECREASE)
<u>REVENUES:</u>	
Interest	1,684
APPROPRIATED EQUITY	816
TOTAL REVENUES:	2,500
<u>EXPENDITURES:</u>	
Expenditures	2,500
TOTAL EXPENDITURES:	2,500

***Late charge and filing fee for US Department of Labor Form 5500.**



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 11/11/2014

Consent item: No

SUBJECT: Resolution No. 14-72 - Budget Appropriations-Budget Additional Carryovers

DEPARTMENT: Finance

RECOMMENDED MOTION: Approval of Resolution 14-72

SUMMARY: At the City's fiscal year ending September 30, 2014, budget appropriations lapse. The attached Resolution re-establishes these appropriations for funding the additional projects that were either not completed or started by the fiscal year end. These carryover appropriations re-establish proper project funding and budgetary alignment of projects. The operating funds have the required equity balances after appropriations by this resolution.

Staff recommends approval of the attached Resolution. Please see the attachments for specific detail.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Resolution No. 14-72 - Budget Resolution-Additional Carryover	Reso. No. 14-72.doc
2.	Exhibit A (Reso 14-72)	Exhibit A Reso 14-72 Additional Carryover FY 14.pdf

Fenwick, Robin
Riehm, Tracey
Roberts, Margaret
Harden, David

Created/Initiated - 10/31/2014
Approved - 10/31/2014
Approved - 11/06/2014
Final Approval - 11/06/2014

RESOLUTION NO. 14- 72

A RESOLUTION OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, APPROPRIATING
ADDITIONAL PROJECT CARRY OVER FUNDS FROM
FISCAL YEAR 2013-2014 TO THE FISCAL YEAR 2014-2015
BUDGET; SETTING FORTH REVENUES AND
EXPENDITURES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port Orange has certain additional projects initiated prior to the fiscal year commencing October 1, 2014, which remain incomplete and will carry over from fiscal year 2013-2014 to the ensuing fiscal year; and

WHEREAS, the City Council desires to appropriate the necessary carry over funds for the continuation and completion of certain City operations and continuing projects and to set forth and appropriate certain revenues and expenses.

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

Section 1. The fiscal year 2013-2014 additional project carry overs to the fiscal year 2014-2015 budget are hereby appropriated as set forth in Composite Exhibit A, attached hereto, which reflects revenues and corresponding expenditures for the designated projects.

Section 2. The additional project budget items adopted in the preceding section shall govern the expenditures relating to such projects for the City during the ensuing fiscal year effective October 1, 2014 through September 30, 2015

Section 3. Supplemental appropriations, reductions of appropriations, emergency appropriations, and interdepartmental transfers of appropriations may be effected by the City Council and the City Manager as deemed necessary in strict compliance with the procedures specified in Chapter 2, Article VI, Division 3, Code of Ordinances, City of Port Orange, Florida.

(ORD. NO. 2000-)

Section 6. This resolution shall become effective immediately upon adoption.

MAYOR ALLEN GREEN

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Adopted on the day of

Reviewed and Approved: _____
City Attorney

COMPOSITE EXHIBIT A

Resolution Number : 14-72
Appropriation

FY2014
PREPARED: General Fund (#001)
FINANCE: November 11, 2014
Tracey Riehm

APPROVED
BUDGET

REVENUES:

Appropriated Equity 38,275

TOTAL REVENUES: 38,275

EXPENDITURES:

Legal Services 38,275

TOTAL EXPENDITURES: 38,275

Title work and possible litigation services for Halifax Drive Civic Center property
and legal work on forfeiture cases



Budget Carryover Request Form

City of Port Orange

Date of Request:	11/3/2014
Department:	
Name of Requestor:	
Telephone # of Requestor:	
Requesting Carryover From Fiscal Year (FY):	FY14
Requesting Carryover To Fiscal Year (FY):	FY15

#	Description and Justification of Request(s):	Amount Requested	Classification of Request*
1)	Title work and possible litigation services for Hailfax Drive Civic Center property. Account # funds should be transferred to: 001-1300-514-31-12	\$ 25,000	A,H
2)	Forfeiture funds paid for legal services. Account # funds should be transferred to: 001-1300-514-12-20	\$ 13,275	A,H
3)	 Account # funds should be transferred to: xxx-xxxx-xxx-xx-xx	\$ -	
4)	 Account # funds should be transferred to: xxx-xxxx-xxx-xx-xx	\$ -	
5)	 Account # funds should be transferred to: xxx-xxxx-xxx-xx-xx	\$ -	
Total Amount of All Requests:		\$ 38,275	

*Classification Types:

- A) City Council Priorities.
- B) Ongoing carryover program from prior year to be funded only if dollars were available at year end.
- C) Debt reduction including internal loans over and above required debt service (Amount and the debt to be retired to be determined by City Council.
- D) Reduction of pension obligations over and above required pension funding.
- E) Open encumbrances/purchase orders and previously funded and approved projects or tasks that were delayed because of operational constraints.
- F) Grant and Grant Match.
- G) Increase equity reserves above the 15% reserve level. The City Council may want to revise and amend the adopted reserve policy by increasing reserves for Unexpected Events, Disasters, Emergencies or revenue shortfalls.
- H) Unusual, one time operating expenditures that were not anticipated during original budget preparation.
- I) Funds restricted by the Donor or Grantor Agencies for a specific purpose.
- J) Emergency Management Reserves.
- K) "Department Opportunity Grants" - to be requested by Staff, reviewed and approved by City Council. Departments can submit an opportunity fund request throughout the year. (Please see Policy 1-45 for more detail.)
- L) Revenue Stabilization Fund.

Signature of Department Head:

Approved by City Council?:

Riehm, Tracey

From: Roberts, Margaret
Sent: Thursday, November 06, 2014 10:06 AM
To: Riehm, Tracey; Pallante, Lisa
Subject: Carry Forward FY 15

Importance: High

Please carry forward to FY15 the following:

Account No.: 001-1300-514-1220

Amount: \$13,275.00

These are funds earned through legal work on forfeiture cases with the police department.

And

Account No.: 001-1300-514-3112

Amount: \$25,000.00

These funds were set aside for title litigation in Riverwalk.

Thank you.

Margaret T. Roberts

City Attorney/City of Port Orange, Florida

Phone 386 506-5525/Fax 386 506-5530

mroberts@port-orange.org



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 11/11/2014

Consent item: No

SUBJECT: Resolution No. 14-73 - Proposed Tree Conservation Easement Vacations– LOT 1, Journey's End Subdivision/CASE NO. 14-35000006

DEPARTMENT: Community Development

RECOMMENDED MOTION: To approve Resolution #14-73, vacating two Tree Conservation Easements located on Lot 1 of the Journey's End Subdivision per the attached legal description Exhibit "A".

SUMMARY: Staff has received a request to vacate two Tree Conservation Easements that exist over two small portions of Lot 1 in the Journey's End Subdivision. Trees originally protected by the easements no longer exist. It is probable that the trees came down through force of nature since many other trees are still on the property. Tomoka Mushroom, LLC, applicant on behalf of the property owner, submitted the easement vacation application in connection with a proposed Mellow Mushroom restaurant to be constructed on Lot 1 and a portion of Lot 2 of the subdivision.

The easement vacation application and legal description have been reviewed for completeness and accuracy. Code compliant landscaping will be provided with the restaurant development. In addition to the code compliant landscaping, the proposed site plan is sensitive to the existing trees and calls for the preservation of 3 Live Oak trees and 8 Laurel Oak trees ranging in size from 8 to 30 inches in diameter. The number of trees preserved exceeds the code requirement by 7 trees.

Pursuant to Ch. 9, Art. II, Sec. 16b existing residential properties with tree conservation easements are not required to mitigate for the loss of protected trees that have died or have been destroyed by Acts of God. There is no such provision for commercial properties. Instead the code requires mitigation in the form of replacement trees or a tree bank contribution. Mitigation for the two missing trees is (6) 4-1/2" caliper, 14' tall replacement trees or a \$2,036 payment to the tree bank. In recognition of the extra attention and effort given to save the existing mature trees above and beyond code requirements staff recommends crediting the additional 7 existing oak trees that are being preserved as mitigation and recommends approval of the request to vacate the two tree conservation easements.

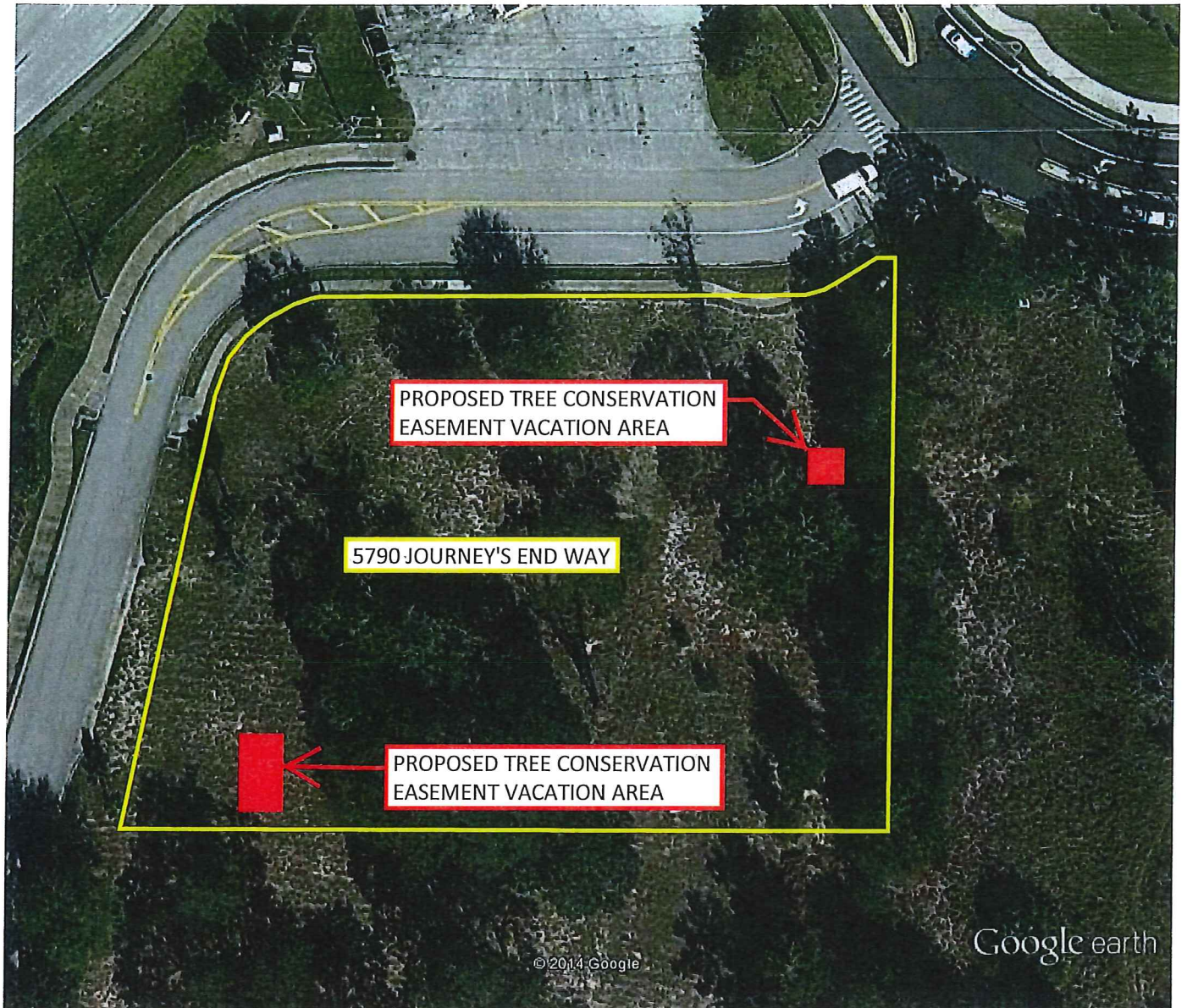
Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Location Maps	exhibits for case no. 14 35000006.pdf
2.	Reso. No. 14-73	Reso. No. 14-73.pdf

Momberger, Margaret
Clark, Wayne
Roberts, Margaret
Harden, David

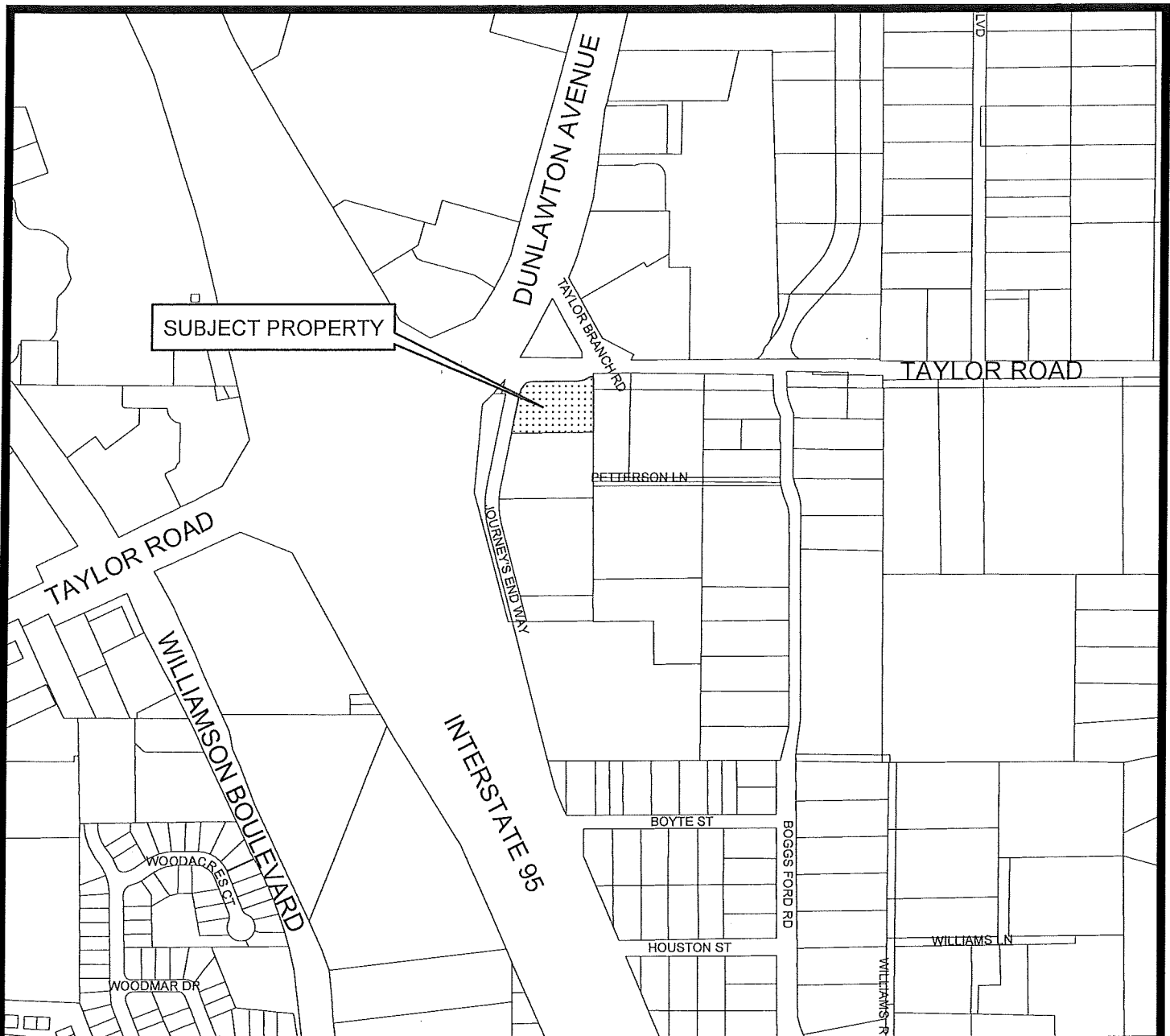
Created/Initiated - 10/28/2014
Approved - 10/29/2014
Approved - 11/04/2014
Final Approval - 11/04/2014



Google earth

feet 200
meters 60





Case No.: 14-35000006

Applicant: Tomoka Mushroom, LLC, on behalf of First Southern Bank

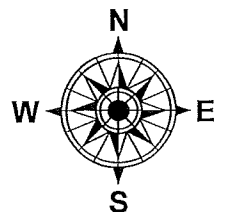
Location: Lot1, Journey's End Subdivision (5790 Journey's End Way)

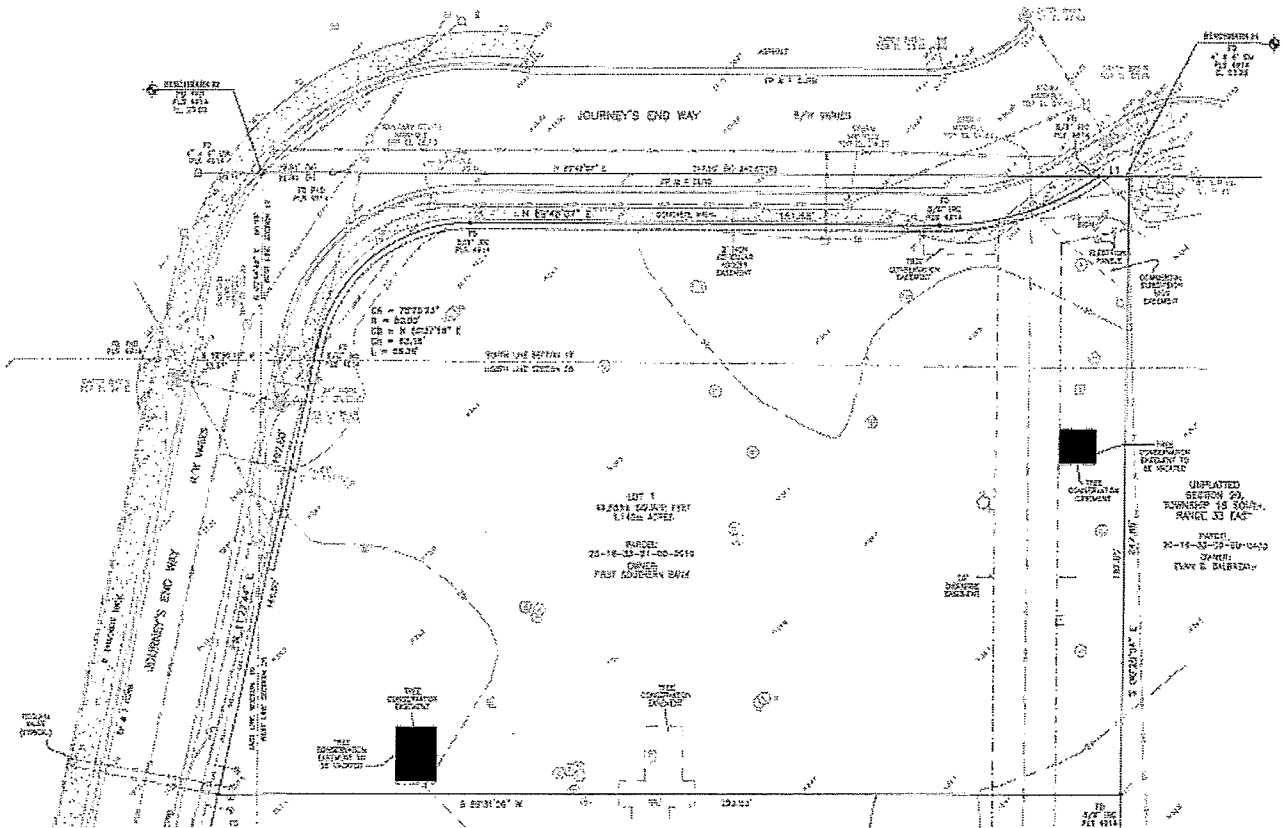
Requested Action: To vacate two Tree Conservation Easements located on Lot 1 of the Journey's End Subdivision



Location Map

CITY OF PORT ORANGE
DEPARTMENT OF COMMUNITY DEVELOPMENT





Case No.: 14-35000006

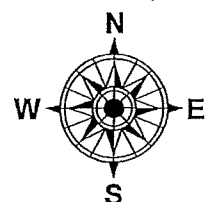
Applicant: Tomoka Mushroom, LLC, on behalf of First Southern Bank

Location: Lot1, Journey's End Subdivision (5790 Journey's End Way)

Requested Action: To vacate two Tree Conservation Easements located on Lot 1 of the Journey's End Subdivision



Location Map
CITY OF PORT ORANGE
 DEPARTMENT OF COMMUNITY DEVELOPMENT



RESOLUTION NO.14-73

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PORT ORANGE, VOLUSIA COUNTY, FLORIDA,
VACATING TWO TREE CONSERVATION EASEMENTS
LOCATED ON LOT 1, OF THE JOURNEY'S END
SUBDIVISION IN CONJUNCTION WITH THE PROPOSED
MELLOW MUSHROOM RESTAURANT; PROVIDING FOR
CONFLICTING RESOLUTIONS; PROVIDING FOR
SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, CenterState Bank of Florida, N.A., by merger of First Southern Bank and CenterState Bank of Florida N.A., is the record owners of Lot 1, Journey's End subdivision; and

WHEREAS, the City Council of the City of Port Orange has the power and authority to vacate publicly dedicated easements within the City limits under constitutional home rule powers and Chapters 166 and 177, Florida Statutes; and

WHEREAS, the vacation of said easements is made conditional upon the requirements set forth herein.

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

Section 1. The interest of the City of Port Orange, Volusia County, Florida, in a various platted easement depicted in the attached **Exhibit "A"**, upon completion of the conditions listed below, is declared to be vacated and abandoned, and any rights, title and interest of the City of Port Orange in and to the attached easements hereby vacated are renounced and disclaimed. All other easements located on Lot 1, Journey's End Subdivision, not previously vacated shall remain in full force and effect.

SECTION 2. All resolutions or parts of resolutions in conflict with the provisions of this resolution are hereby repealed to the extent of such conflict.

SECTION 3. If any provision of this resolution or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the resolution which can be given effect without the invalid provision or application, and to this end the provisions of this resolution are declared severable.

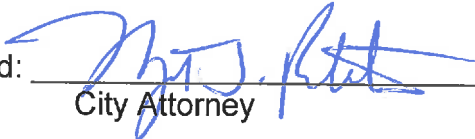
Section 4. This resolution shall become effective immediately upon recording of a certified copy of this resolution in the public records of Volusia County, Florida.

MAYOR ALLEN GREEN

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Adopted on the _____ day of _____, 2014.

Reviewed and Approved: _____
City Attorney

JOURNEY'S END WAY

R/W VARIES

POINT OF REFERENCE

NORTHEAST CORNER
OF LOT 1

N 89°48'07" E 151.66'
(BASIS FOR BEARINGS)

R/W

NORTH LINE, LOT 1,
JOURNEY'S END
SUBDIVISION

LOT 1, JOURNEY'S
END SUBDIVISION
PLAT BOOK 55, PAGES
152 THROUGH 154

EAST LINE, LOT 1,
JOURNEY'S END
SUBDIVISION

UNPLATTED
SECTION 20,
TOWNSHIP 16 SOUTH,
RANGE 33 EAST

POINT OF BEGINNING

S 89°31'56" W
12.99'

S 89°31'56" W 221.52'

N 00°28'04" W
18.50'

S 00°28'04" E
18.50'

N 89°31'56" E
12.99'



GRAPHIC SCALE

1"=20'

TREE CONSERVATION EASEMENT

SHEET 1 OF 2

THIS IS NOT A SURVEY

SHEET 1 OF 2

SEE SHEET 2 OF 2 FOR
SURVEYOR'S SIGNATURE

OWB: DAB
DATE:
07/24/2014

MAP SUBJECT:
TREE
CONSERVATION
EASEMENT

SCALE:
1"=20'

TYPE OF SURVEY:

**SKETCH AND
LEGAL**

A1A GEO
LAND SURVEYING CONSTRUCTION LAYOUT

1370 US Highway 1 Ste 204 Ormond Beach Florida 32174
Voice: 386.405.6797 a1ageoinc@gmail.com
LB # 7987 LS # 6309

EXHIBIT "A"
PAGE 2

LEGAL DESCRIPTION: TREE CONSERVATION EASEMENT

BEING A PORTION OF LOT 1, JOURNEY'S END SUBDIVISION, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 55, PAGES 152 THROUGH 154, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE BEING THE NORTHEAST CORNER OF LOT 1 OF THE AFORESAID JOURNEY'S END SUBDIVISION; RUN THENCE SOUTH 00 DEGREES 28 MINUTES 04 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 1 FOR A DISTANCE OF 175.92 FEET; THENCE SOUTH 89 DEGREES 31 MINUTES 56 SECONDS WEST DEPARTING SAID EAST LINE FOR A DISTANCE OF 221.52 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 28 MINUTES 04 SECONDS EAST FOR A DISTANCE OF 18.50 FEET; THENCE NORTH 89 DEGREES 31 MINUTES 56 SECONDS EAST FOR A DISTANCE OF 12.99 FEET; THENCE NORTH 00 DEGREES 28 MINUTES 04 SECONDS WEST FOR A DISTANCE OF 18.50 FEET; THENCE SOUTH 89 DEGREES 31 MINUTES 56 SECONDS WEST FOR A DISTANCE OF 12.99 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINING 240 SQUARE FEET AND 0.006 ACRES MORE OR LESS.

GENERAL NOTES AND SURVEY REPORT:

1. BEARING STRUCTURE (N 89°48'07" E) ALONG THE NORTH LINE OF JOURNEY'S END SUBDIVISION, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 55, PAGES 152 THROUGH 154, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
2. LEGAL DESCRIPTION NEW PER A1A GEO, INC.

ABBREVIATIONS / LEGEND:

FL	FLORIDA
LB	LICENSED BUSINESS
LC	LICENSED CORPORATION
LLC	LIMITED LIABILITY COMPANY
LS	LICENSED SURVEYOR
(A)	MEASURED
N/A	NOT APPLICABLE AND/OR NOT AVAILABLE
NAVD	NORTH AMERICAN VERTICAL DATUM
NGVD	NATIONAL GEODETIC VERTICAL DATUM
NO	NUMBER
R/W	RIGHT-OF-WAY

THIS IS NOT A SURVEY

TREE CONSERVATION EASEMENT

SHEET 2 OF 2

THE FOREGOING PLAT IS CERTIFIED TO MEET THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AS PER CHAPTER 5J17-6, FLORIDA ADMINISTRATIVE CODE, AS PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

A Sanzone
07/24/2014
ANTHONY SANZONE
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

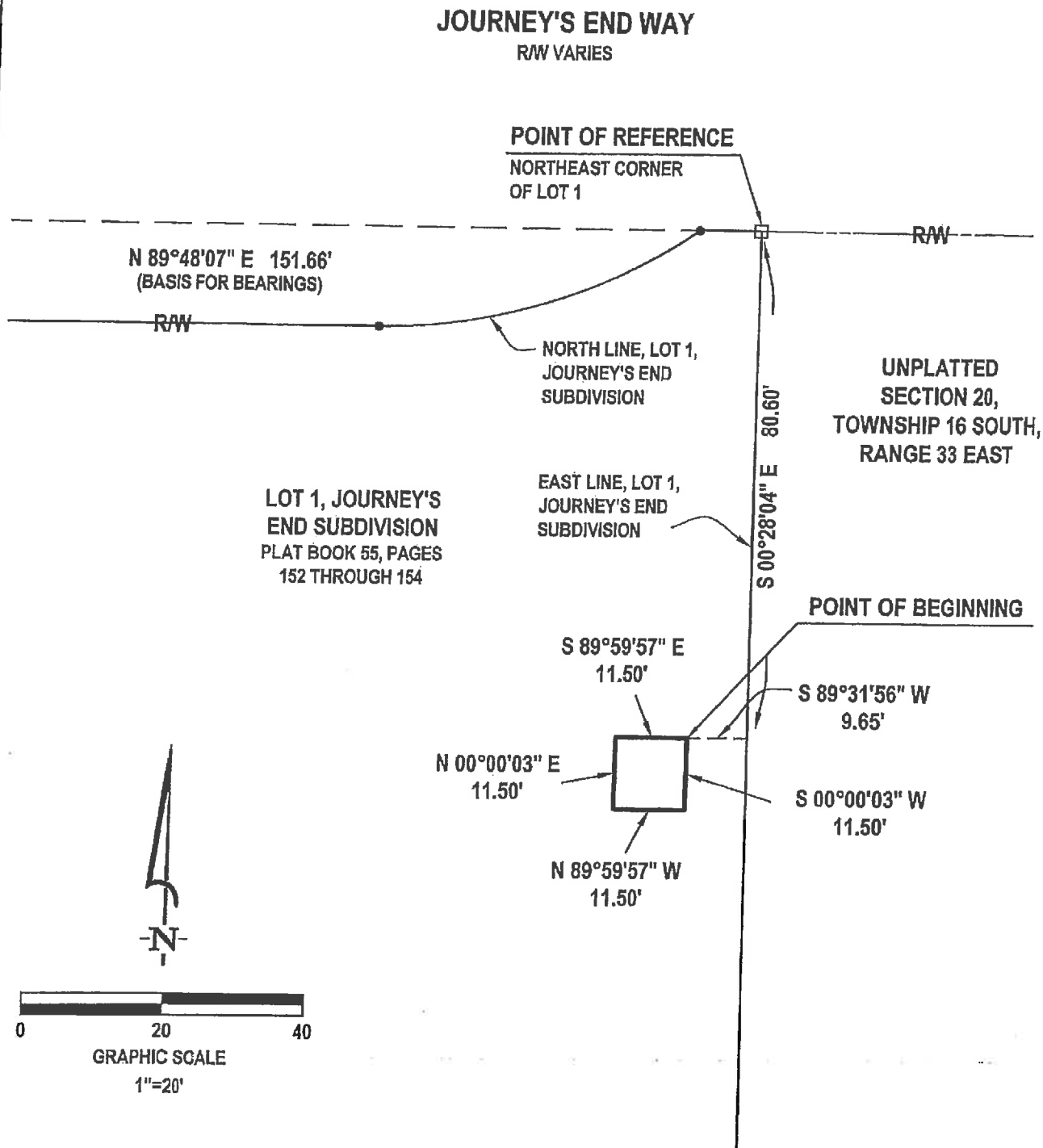
OWB: DAB
DATE:
07/24/2014
MAP SUBJECT:
TREE
CONSERVATION
EASEMENT
SCALE:
N/A

TYPE OF SURVEY:

SKETCH AND
LEGAL

A1A GEO
LAND SURVEYING CONSTRUCTION LAYOUT

1370 US Highway 1 Ste 204 Ormond Beach Florida 32174
Voice: 386.405.6797 a1ageoinc@gmail.com
LB # 7067 LS # 6309



TREE CONSERVATION EASEMENT

SHEET 1 OF 2

THIS IS NOT A SURVEY
SHEET 1 OF 2
SEE SHEET 2 OF 2 FOR
SURVEYOR'S SIGNATURE

OWB: DAB
DATE:
07/24/2014
MAP SUBJECT:
TREE
CONSERVATION
EASEMENT
SCALE:
1"=20'

TYPE OF SURVEY:
**SKETCH AND
LEGAL**

A1A GEO
LAND SURVEYING CONSTRUCTION LAYOUT
1370 US Highway 1 Ste 204 Ormond Beach Florida 32174
Voice: 386.405.6797 a1ageo@att.net
LB # 7987 LS # 6309

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AS A POINT OF REFERENCE BEING THE NORTHEAST CORNER OF LOT 1 OF THE AFORESAID JOURNEY'S END SUBDIVISION; RUN THENCE SOUTH 00 DEGREES 28 MINUTES 04 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 1 FOR A DISTANCE OF 80.60 FEET; THENCE SOUTH 89 DEGREES 31 MINUTES 56 SECONDS WEST DEPARTING SAID EAST LINE FOR A DISTANCE OF 9.65 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 00 MINUTES 03 SECONDS WEST FOR A DISTANCE OF 11.50 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 57 SECONDS WEST FOR A DISTANCE OF 11.50 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 03 SECONDS EAST FOR A DISTANCE OF 11.50 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 57 SECONDS EAST FOR A DISTANCE OF 11.50 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINING 132 SQUARE FEET AND 0.003 ACRES MORE OR LESS.

GENERAL NOTES AND SURVEY REPORT:

1. BEARING STRUCTURE (N 89°48'07" E) ALONG THE NORTH LINE OF JOURNEY'S END SUBDIVISION, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 55, PAGES 152 THROUGH 154, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
2. LEGAL DESCRIPTION NEW PER A1A GEO, INC.

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NGVD	NATIONAL GEODETIC VERTICAL DATUM
NO	NUMBER
R/W	RIGHT-OF-WAY

THIS IS NOT A SURVEY

TREE CONSERVATION EASEMENT

SHEET 2 OF 2

THE FOREGOING PLAT IS CERTIFIED TO MEET THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AS PER CHAPTER 5J17-6, FLORIDA ADMINISTRATIVE CODE, AS PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

A Sanzone

07/24/2014

ANTHONY SANZONE

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

OWB: DAB

DATE:

07/24/2014

MAP SUBJECT:

TREE
CONSERVATION
EASEMENT

SCALE:

N/A

TYPE OF SURVEY:

SKETCH AND
LEGAL

A1A GEO

LAND SURVEYING CONSTRUCTION LAYOUT

1370 US Highway 1 Ste 204 Ormond Beach Florida 32174
Voice: 386.405.6787 a1ageoinc@gmail.com

LB # 7987

LS # 8309



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 11/11/2014

Consent item: No

SUBJECT: Resolution No. 14-74 - Ratifying and Declaring Election Results of General Election held on November 4, 2014 for Districts 1, 2, and 4 of Port Orange

DEPARTMENT: City Clerk

RECOMMENDED MOTION: Move adoption of Resolution No. 14-74.

SUMMARY: The attached Resolution ratifies the election results for City Council Districts 1, 2, and 4 for the General Election held on November 4, 2014.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Resolution No. 14-74	Reso. No. 14-74 general elections 2014.docx
2.	Unofficial Election Results	First Unofficial elections results.pdf

Fenwick, Robin
Roberts, Margaret
Harden, David

Created/Initiated - 11/05/2014
Approved - 11/06/2014
Final Approval - 11/06/2014

RESOLUTION NO. 14-74

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; RATIFYING THE RESULTS OF THE GENERAL ELECTION FOR CITY COUNCIL DISTRICTS 1, 2, AND 4 HELD ON NOVEMBER 4, 2014; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a general election for City Council Districts 1, 2, and 4 was held in the City of Port Orange, Volusia County, Florida, on November 4, 2014, pursuant to the provisions of the City Charter and Resolution No. 14-35 calling said election; and

WHEREAS, it appears that said election has been duly and properly held in accordance with the Charter of the City of Port Orange and applicable state law, and that the votes cast thereat have been returned, delivered, and canvassed by the County Canvassing Board, which has certified the results thereof.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, FOUND, DECLARED, AND HEREBY RATIFIED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, at a public meeting of said City Council, duly held, at which the official returns of the election have been duly accepted and ratified according to the Charter of the City of Port Orange, Florida and applicable state law:

Section 1. The legal votes cast for each candidate and totals are as follows:

<u>CANDIDATE</u>	<u>VOTES</u>
<u>DISTRICT 1</u>	
Bob Ford	<u>9,970</u>
Sonya L. Laney	<u>8,958</u>
TOTAL	<u>18,928</u>

Section 2. Bob Ford is hereby declared re-elected as City Council Member, District 1 pursuant to the votes cast as listed in Section 1 above.

Section 3. Donald Burnette is hereby declared re-elected as City Council Member, District 2. No other candidate qualified.

Section 4. Scott Stiltner is hereby declared elected as City Council Member, District 4. After the primary election, Larry McKinney, withdrew his candidacy.

Section 5. The election is found to have been in all respects conducted in accordance with law, and all steps in connection with and preceding such election have been duly, regularly, and lawfully taken.

Section 6. This resolution shall be deemed effective immediately upon adoption.

MAYOR ALLEN GREEN

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Adopted on the ____ day of November, 2014.

Reviewed and Approved: _____
City Attorney

Election Summary Report - First Unofficial Results
General Election
November 4, 2014
Volusia County, Florida

Date:11/06/14
Time:19:25:39
Page:5 of 7

Registered Voters 330614 - Cards Cast 178424 53.97%

City of New Smyrna Beach - Mayor

	Total	
Times Counted	11464/18198	63.0 %
Total Votes	10618	
Times Blank Voted	846	
Times Over Voted	0	
Number Of Under Votes	0	
Jack Grasty	4885	46.01%
James W. Hathaway	5733	53.99%

City of Ormond Beach - Zone 2

	Total	
Times Counted	3536/6500	54.4 %
Total Votes	3015	
Times Blank Voted	520	
Times Over Voted	1	
Number Of Under Votes	0	
Dann Dragone	942	31.24%
Troy Kent	2073	68.76%

City of New Smyrna Beach - Zone 2

	Total	
Times Counted	11464/18198	63.0 %
Total Votes	9683	
Times Blank Voted	1781	
Times Over Voted	0	
Number Of Under Votes	0	
Jake Sachs	5563	57.45%
Steve Sather	4120	42.55%

City of Port Orange - District 1

	Total	
Times Counted	21580/38960	55.4 %
Total Votes	18928	
Times Blank Voted	2651	
Times Over Voted	1	
Number Of Under Votes	0	
Bob Ford	9970	52.67%
Sonya L. Laney	8958	47.33%

City of Oak Hill - Seat 1

	Total	
Times Counted	808/1363	59.3 %
Total Votes	758	
Times Blank Voted	50	
Times Over Voted	0	
Number Of Under Votes	0	
Ron Engele	307	40.50%
Linda C. Hyatt	451	59.50%

State Amendment 1

	Total	
Times Counted	178424/330614	54.0 %
Total Votes	167417	
Times Blank Voted	10999	
Times Over Voted	8	
Number Of Under Votes	0	
YES	122325	73.07%
NO	45092	26.93%

City of Oak Hill - Seat 3

	Total	
Times Counted	808/1363	59.3 %
Total Votes	743	
Times Blank Voted	65	
Times Over Voted	0	
Number Of Under Votes	0	
Kathy Bittle	472	63.53%
Jupp Norhausen	271	36.47%

State Amendment 2

	Total	
Times Counted	178424/330614	54.0 %
Total Votes	174258	
Times Blank Voted	4147	
Times Over Voted	19	
Number Of Under Votes	0	
YES	101000	57.96%
NO	73258	42.04%

City of Orange City - At Large

	Total	
Times Counted	3355/6752	49.7 %
Total Votes	2824	
Times Blank Voted	530	
Times Over Voted	1	
Number Of Under Votes	0	
O. William Crippen	1890	66.93%
Vernon Stafford	934	33.07%

State Amendment 3

	Total	
Times Counted	178424/330614	54.0 %
Total Votes	162023	
Times Blank Voted	16383	
Times Over Voted	18	
Number Of Under Votes	0	
YES	76530	47.23%
NO	85493	52.77%