REGULAR CITY COUNCIL MEETING

7:00 PM – COUNCIL CHAMBERS – CITY HALL

DECEMBER 2, 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. Invocation
3. Swearing-In Ceremony
4. Roll Call
5. Election of Vice Mayor
6. Order of Business and Local Rules of Procedure
7. Appointments to Council Committees for 2015

B. SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

8. Recognition Awards

C. PUBLIC HEARING

9. Second 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
10. Second 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

D. ANNUAL MEETINGS OF CORPORATIONS

11. Port Orange Property Development, Inc.

12. Design Review Board for Port Orange Property Development, Inc.
13. City Center Corporate Park Property Owner's Association, Inc.
14. Golf Course at Cypress Head, Inc.
15. Port Orange Business Park Property Owner's Association, Inc.

E. TOWN CENTER CRA MEETING

16. Approval of Minutes
17. Renewal of Lease - Cardwell Funeral Home/3571 Ridgewood Avenue

F. CITIZEN PARTICIPATION (Agenda)

18. Spruce Creek High School Softball Fee waiver request

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

H. COUNCIL COMMENTS

19. Request to discuss usage of 1395 Dunlawton Avenue (old PD)
20. Comments/Concerns from Council Members

I. CONSENT AGENDA

21. Approval of Minutes
    a. November 11, 2014 - Regular City Council Meeting
22. Council Meeting Schedule for 2015
23. Approval of Daytona Beach News Journal as Sole Source for required advertisements
24. Piggyback Agreement with Stewart's Electric Motor Works for Electric Motor and Pump Repair
25. Award of Bid #14-34 - Williamson Boulevard/Town West Traffic Signal
26. Piggyback Agreement and Purchase Order for Ten-8 Fire Equipment
27. Change Order No. 2. Layne InLiner, LLC - Emergency Storm Drain Pipe Lining.

J. ORDINANCES

28. First Reading - Ordinance No. 2014-30 - Repealing Audit and Budget Advisory Board

K. RESOLUTIONS

29. Resolution No. 14-75 - Traffic Enforcement Agreement with Royal Palm PUD Residents' Association, Inc.

30. Resolution No. 14-76 - Adopting Parks & Recreation Fees for Senior Games
31. Resolution No. 14-77 - Authorizing an Historic Marker Application: Sands Fish & Oyster Company
32. Resolution No. 14- 78 - Authorizing Submission of an Assistance to Firefighters Grant Application.
33. Resolution No. 14-80 - Accept 2014 Edward Byrne Memorial Justice Assistance Grant (JAG)

L. COMMENTS

34. City Attorney Comments
35. Interim City Manager Comments

M. 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 **12/02/2014**

Consent item: No

SUBJECT: Election of Vice Mayor

DEPARTMENT: City Clerk

RECOMMENDED MOTION: Staff recommends Council elect a Vice Mayor for 2014 and authorize the City Clerk to amend related contact information as necessary.

SUMMARY: In accordance with Article III, Section 3.03 of the City Charter: "The vice mayor shall be elected at the first meeting of the newly elected council after the regular city elections; and, in nonelection years, at the first regular council meeting in January and commencing in 2007 at the first regular council meeting in December. The vice mayor shall act as mayor during the absence or disability of the mayor. In case of death, resignation, or removal of the mayor, the vice mayor shall serve as mayor for the remaining unexpired term of such office. The council vacancy left by the vice mayor shall be filled as provided in section 3.05(c). A vice mayor shall be elected by the council from its members either before or after the filling of the council vacancy as provided in the preceding sentence. In all instances, the vice mayor shall be elected by the affirmative vote of the majority of the council."

Project No.:	Funding Account No.:

ATTACHMENTS:

Fenwick, Robin   Created/Initiated - 10/31/2014

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE **12/02/2014**

Consent item: No

SUBJECT: Order of Business and Local Rules of Procedure

DEPARTMENT: City Manager

RECOMMENDED MOTION: Move to adopt the "Port Orange City Council Rules of Procedure" with the revised procedure for roll call votes.

OR

Move to adopt the "Port Orange City Council Rules of Procedure" with our current procedure for roll call votes.

SUMMARY: The Port Orange City Charter, in Section 3.06(b), provides that, "The council shall determine its own rules and order of business. . . ." Attached is a document entitled "Port Orange City Council Rules of Procedure". This document consolidates the various policies and procedures which have been adopted from time to time and which are currently being followed by City Council and places them in one document. In addition, we have proposed standards of decorum and civility to be observed in City Council meetings. These are found on page 3 in paragraphs 8.e. (the last sentence), 8.f., and Section 9. The mayor's authority to enforce these standards is also specified.

The attachments offer two different procedures for roll call votes. This is in response to an understanding that there has, at times, been some dissatisfaction with the current procedure, so we wanted to present an alternative.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Rules of Procedure - proposed changes	City Council Local Rules - 10-2014.docx
2.	Rules of Procedure - current voting process	City Council Local Rules - 10-2014 - current voting.docx

Fenwick, Robin — Created/Initiated - 10/31/2014
Harden, David — Final Approval - 11/04/2014

CITY OF PORT ORANGE

CITY CLERK'S OFFICE
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE (386) 506-5563
FAX (386) 756-5290

PORT ORANGE CITY COUNCIL RULES OF PROCEDURE

I. GENERAL PARLIAMENTARY RULES.

The general parliamentary procedure to be followed by the City Council of the City of Port Orange, Florida, except as otherwise modified by the City Council or as modified or amended herein, shall be in accordance with the rules of parliamentary procedures entitled "Robert's Rules of Order", being the reprint of the 1907 edition.

II. LOCAL RULES.

A. The following Local Rules of Procedure shall be applicable to the organization and conduct of business, as well as preparation and publication of agendas, of the City Council of the City of Port Orange, Florida. To the extent these Local Rules shall modify or conflict with the standard "Robert's Rules of Order" as adopted above, these Local Rules shall prevail to the extent of their conflict or inconsistency with "Robert's Rules of Order". In addition to these local rules, rules for quasi judicial proceedings shall apply to proceedings which require quasi judicial hearings.

1. Regular meetings of the City Council shall be held on the first and third Tuesdays of each month, with the exception of the months of July, November, and December and any Port Orange municipal election dates, at 6:30 p.m., in City Hall. During the months of November and December only, the regular City Council meetings shall occur on the first and second Tuesdays at 6:30 p.m. at City Hall. There shall be no regular City Council meeting on the date of a Port Orange municipal election. A meeting that would otherwise have been scheduled for such date shall be held on the Wednesday immediately following the election at 6:30 p.m. at City Hall. The July meeting schedule may be amended at the direction of the Port Orange City Council in consideration of the Fourth of July Holiday.

2. Workshop meetings of the City Council shall be held on the fourth Tuesday of each month at 6:30 p.m., except that there shall be no regular workshops in the months of November and December.

3. All regular City Council meetings shall be held in the City Council Chambers at City Hall, unless otherwise designated by the City Council. All workshop City Council meetings will typically be held in the Second Floor Conference Room, Lakeside Activity Center, the Adult Activity Center, or the Council Chambers at City Hall, as

determined by the City Manager. All meetings of the City Council shall end by 11:00 p.m. unless extended beyond 11:00 p.m. by a motion of the City Council pursuant to Section 3.06(b) of the City's Charter. Thereafter, the meeting shall end upon the conclusion of each hour (12:00, 1:00, etc.), unless extended by a motion of the City Council pursuant to Section 3.06(b) of the City's Charter for each hour. Any unfinished business shall be considered at a time and place set by the City Council.

4. There may also be special workshop meetings at such other times as so designated in advance by the City Council for the purposes of holding joint meetings with City boards, commissions, etc., to include receiving annual reports and presentations from the City's boards, committees, agencies and authorities, or for such other purposes as may be deemed necessary or desirable by the City Council.

5. Special meetings shall be called at the request of the Mayor or any two Council Members in accordance with the provisions of the City Charter and the Code of Ordinances.

6. To the extent compatible with the conduct of business, all workshop meetings shall be held on an informal basis. The applicability of the City's general rules shall not be strictly applied. Public comments after presentations will be limited to three (3) minutes at the Mayor's discretion or by consensus of the City Council. Presentations made at workshop meetings shall be limited to fifteen (15) minutes, unless the Council, by consensus, agrees to extend the time. In the event there is a special meeting agenda during a workshop meeting, public comment on only the special meeting agenda items, not to exceed three (3) minutes per person in total, shall be allowed prior to the start of the special meeting agenda.

7. The City Manager shall be responsible for organization and placement of items on the City Council Agenda; however, the Agenda and Agenda packets shall be prepared by the City Clerk. If the Council or any of its members wish to place an item on an agenda, or if any member of the Council has a question or concern about an item, any such request or inquiry shall be directed to the City Manager's office for disposition as opposed to any Council member contacting any City officer or employee who is subject to the direction and supervision of the City Manager.

8. With regard to the agenda for regular City Council meetings, the following shall apply:

    a. To the extent possible, the City Administration shall group all matters by subject area, and shall place as many as possible on the consent portion of the agenda.

    b. The agenda format shall be generally as follows: A call to order, pledge of allegiance, invocation, roll call, public hearings, presentations, if any, public comments and inquiries from the floor, City Council Comments, the consent agenda to include formal approval of minutes, the regular agenda, first readings of ordinances and resolutions, followed by items not specifically on the published agenda from the City Manager and the City Attorney.

c. Any items received during the public comment portion of the regular agenda may, at the discretion of the Council, be discussed by the City Council at the time of such presentation, may be directed by the Council to the City Manager for action or resolution, or may be added to a subsequent workshop agenda if a member of the City Council so specifically requests.

d. Votes taken on ordinances and resolutions shall be by roll call and shall be recorded by the City Clerk. The roll call shall be on a rotating basis and according to the numbered Council District plus the Mayor as #5, i.e.:

   Motion A – Order of rotation: District 1, District 2, District 3, District 4, Mayor (5)
   Motion B – Order of rotation: District 2, District 3, District 4, Mayor (5), District 1
   Motion C – Order of rotation: District 3, District 4, Mayor (5), District 1, District 2, etc.

e. All public comment on agendaed or non-agendaed items shall be limited to not more than three (3) minutes, in total, per person at regular Council meetings and at workshop meetings subject to an extension of such time upon the formal approval by a majority vote of the City Council members present and voting on such request for extension of time. Public comment on quasi-judicial items and items that have been set for a formal public hearing shall only be allowed when those items are specifically heard by the Council. All public comments must be addressed to the Council as a body and not to individuals. Any person making impertinent or slanderous remarks or who becomes boisterous while addressing the Council shall be barred by the presiding officer from speaking further, unless permission to continue or again address the Council is granted by a vote of the Council members.

f. The Mayor shall have the authority to limit immaterial, unnecessary, or redundant presentations or requests.

9. The City Council of the City of Port Orange is committed to maintaining civility in public and political discourse and expects the public to do the same. All comments by members of the Council, advisory board members, and/or the public shall:

   a. Respect the right of all citizens in our community to hold different opinions;

   b. Avoid rhetoric intended to humiliate or question the wisdom of those whose opinions are different from ours;

   c. Strive to understand differing perspectives;

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   e. Avoid violence, prejudice and incivility towards citizens, employees, and officials of the City of Port Orange.

III. <u>CITY BOARD, COMMITTEE, COUNCIL AND AGENDA APPOINTMENTS</u>.

A. All appointments to city boards, commissions, and committees whose members are not subject to appointment by other entities, and in accordance with any applicable restrictions by State Statute, shall be made in accordance with the following procedures:

1. All vacancies subject to appointment to such city boards, commissions, and committees shall be made on a nomination basis by each of the members of the City Council. This nomination shall be construed to be a Motion to Appoint. The Council shall follow the voting requirements pursuant to Section 3.06(c) of the City's Charter

2. Roster lists and volunteer applications for City boards, commissions, and committees shall be established and maintained by the City Clerk's office.

3. Appointments for vacancies occurring on a board wherein the particular member has, for whatever reason, not fulfilled their entire term of membership on that particular board, commission, or committee, shall be to complete the unexpired term only, unless the unexpired term is for a period of time less than six (6) months. In that event, the appointed member shall then be allowed to serve the following full regular term without reappointment.

4. These rules, when adopted, shall supersede any other general rules or local rules which are inconsistent herewith, to the extent of such inconsistency.

IV. <u>CITY MANAGER/CITY ATTORNEY ANNUAL REVIEW.</u>

The City Council shall annually, in the month of October, conduct a performance evaluation and salary review of the City Manager and City Attorney.

Approved and adopted by the City Council of the City of Port Orange, Florida, at the ___________ Meeting held on _____________, 2014.

____
Allen Green, Mayor

ATTEST:

____
Robin L. Fenwick, CMC
City Clerk

CITY OF PORT ORANGE

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1000 CITY CENTER CIRCLE
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____
Allen Green, Mayor

ATTEST:

____
Robin L. Fenwick, CMC
City Clerk

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE **12/02/2014**

Consent item: No

SUBJECT: Appointments to Council Committees for 2015

DEPARTMENT: City Manager

RECOMMENDED MOTION:

SUMMARY: Below is a listing of committees and the current Council Member assigned to that committee:
ArtHaus – Vice Mayor Burnette
City Investment Committee – Councilman Kennedy
Communications Interlocal Agency – Mayor Green
General Employees Retirement Trust Fund – Councilman Bastian
Golf Course Board of Directors – Councilman Ford and David Harden
Library Advisory Board – Councilman Bastian
Transportation Planning Organization – Councilman Ford
Municipal Firefighters Pension Board – Councilman Ford
Municipal Police Officers Retirement Trust – Councilman Kennedy
Port Orange-South Daytona Chamber of Commerce – Vice Mayor Burnette
Volusia League of Cities – Mayor Green
YMCA – Councilman Bastian

Appointments will need to be made for service on these committees for 2015.

Project No.:	Funding Account No.:

ATTACHMENTS:

Fenwick, Robin   Created/Initiated - 10/31/2014

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 12/02/2014

Consent item: Yes

SUBJECT: Recognition Awards

DEPARTMENT: Police Services

RECOMMENDED MOTION:

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

Project No.:	Funding Account No.:

ATTACHMENTS:

Grabowski, Debbie	Created/Initiated - 10/21/2014
Monahan, Gerald	Approved - 10/21/2014
Harden, David	Final Approval - 10/22/2014

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE __12/02/2014__

Consent item: No

SUBJECT: Second 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 No.: Funding Account No.:

ATTACHMENTS:

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

Cruz, Penelope Created/Initiated - 11/05/2014

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 (<u>underlined</u>) 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:

<u>SECTION 1:</u> 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).
  <u>(2) Single-family dwellings (subsection 15.6).</u>

(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

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 LCD, 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.

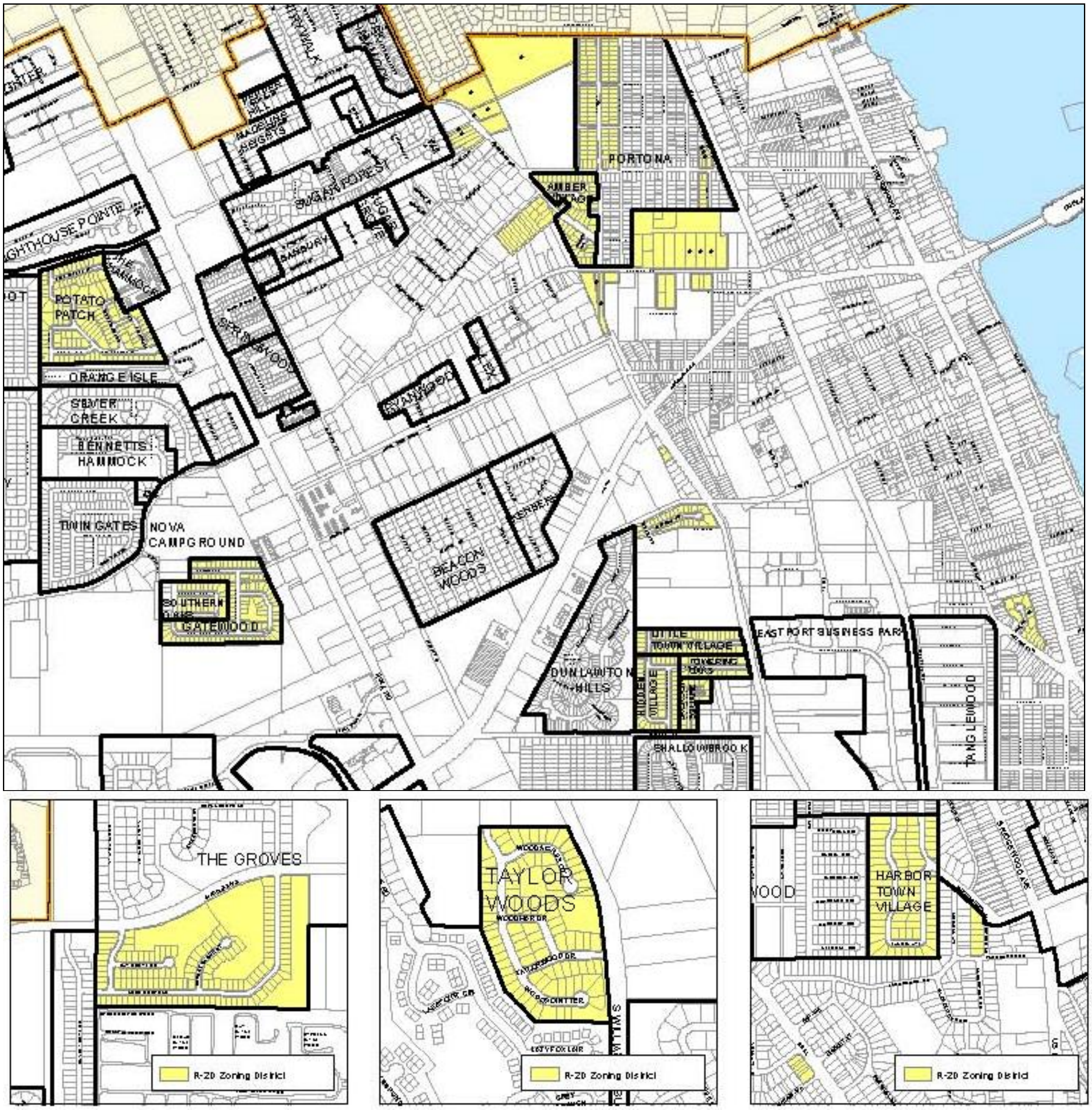
Recently, at least two homeowners with a single-family home in one of these subdivisions have encountered difficulties with the sale of their home because of the inability to rebuild it if the existing home would be damaged or destroyed.

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.

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE **12/02/2014**

Consent item: No

SUBJECT: Second 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 No.:	Funding Account No.:

ATTACHMENTS:

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

Perney, Gwen   Created/Initiated - 11/13/2014

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

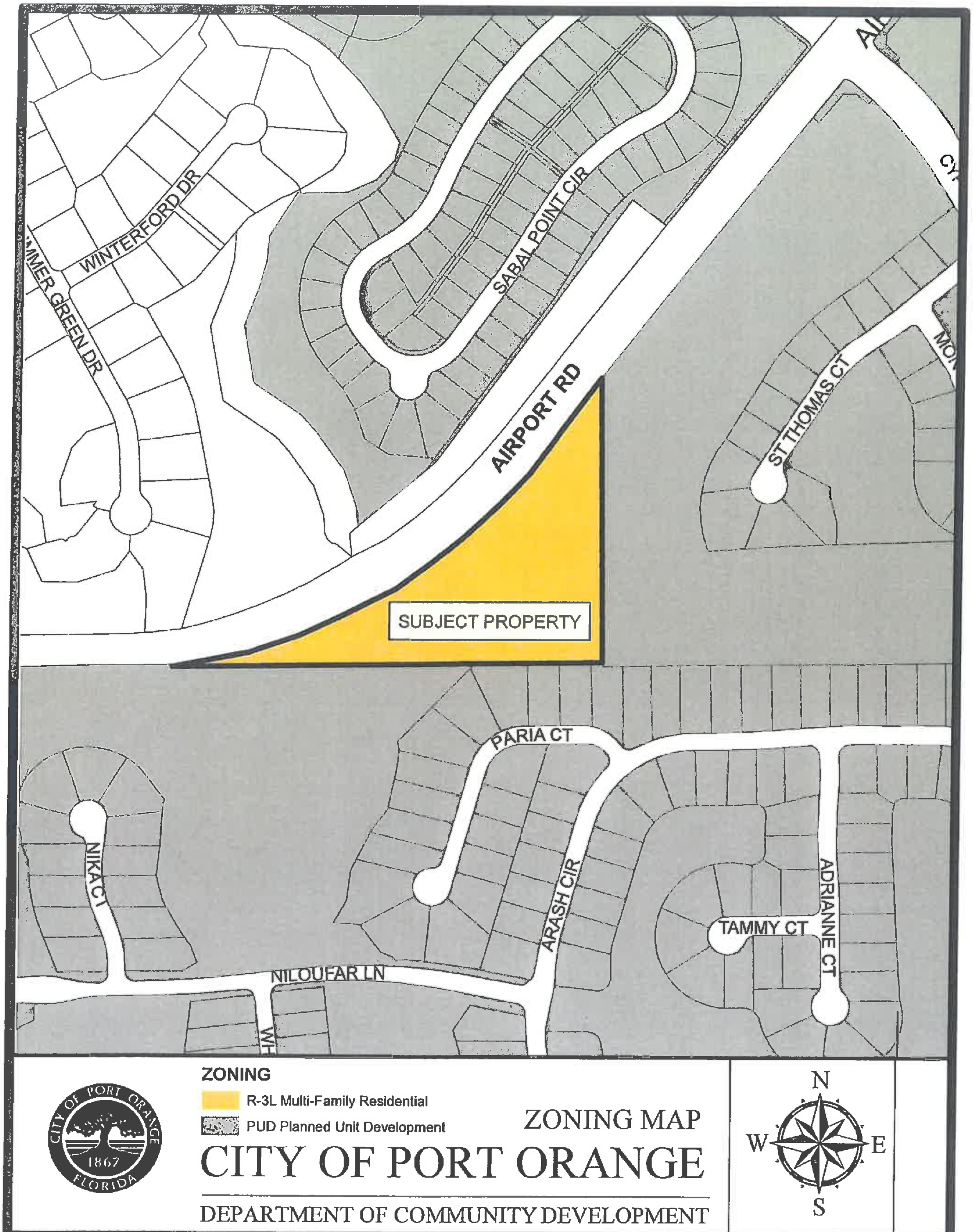
Passed and adopted on second and final reading on the day of

Reviewed and Approved: [signature]
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"


WINTERFORD DR
SABAL POINT CIR
AIRPORT RD
ST THOMAS CT
SUBJECT PROPERTY
PARIA CT
NIKA CT
ARASH CIR
TAMMY CT
ADRIANNE CT
NILOUFAR LN
ZONING
R-3L Multi-Family Residential
PUD Planned Unit Development
ZONING MAP
CITY OF PORT ORANGE
DEPARTMENT OF COMMUNITY DEVELOPMENT
N
S
E
W

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.

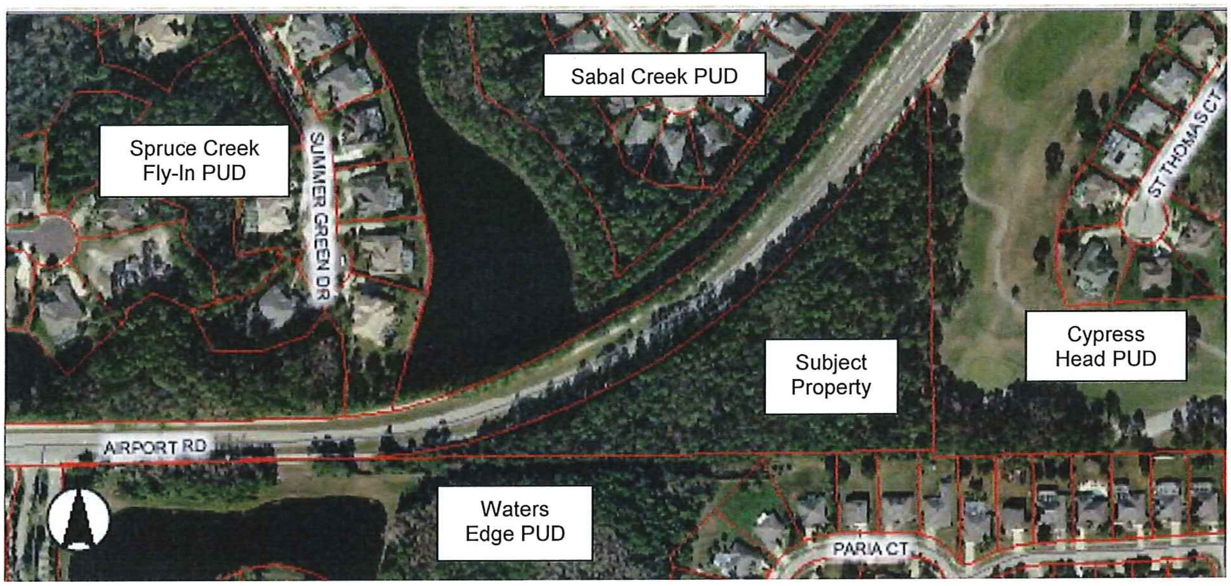
COMPATIBILITY WITH SURROUNDING USES AND ZONING:

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)



<u>Consistency with Comprehensive Plan</u>
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 lane use designation allow for the development of townhouse or multi-family developments at densities between four and eight units per acre.

<u>RECOMMENDATION:</u>
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.

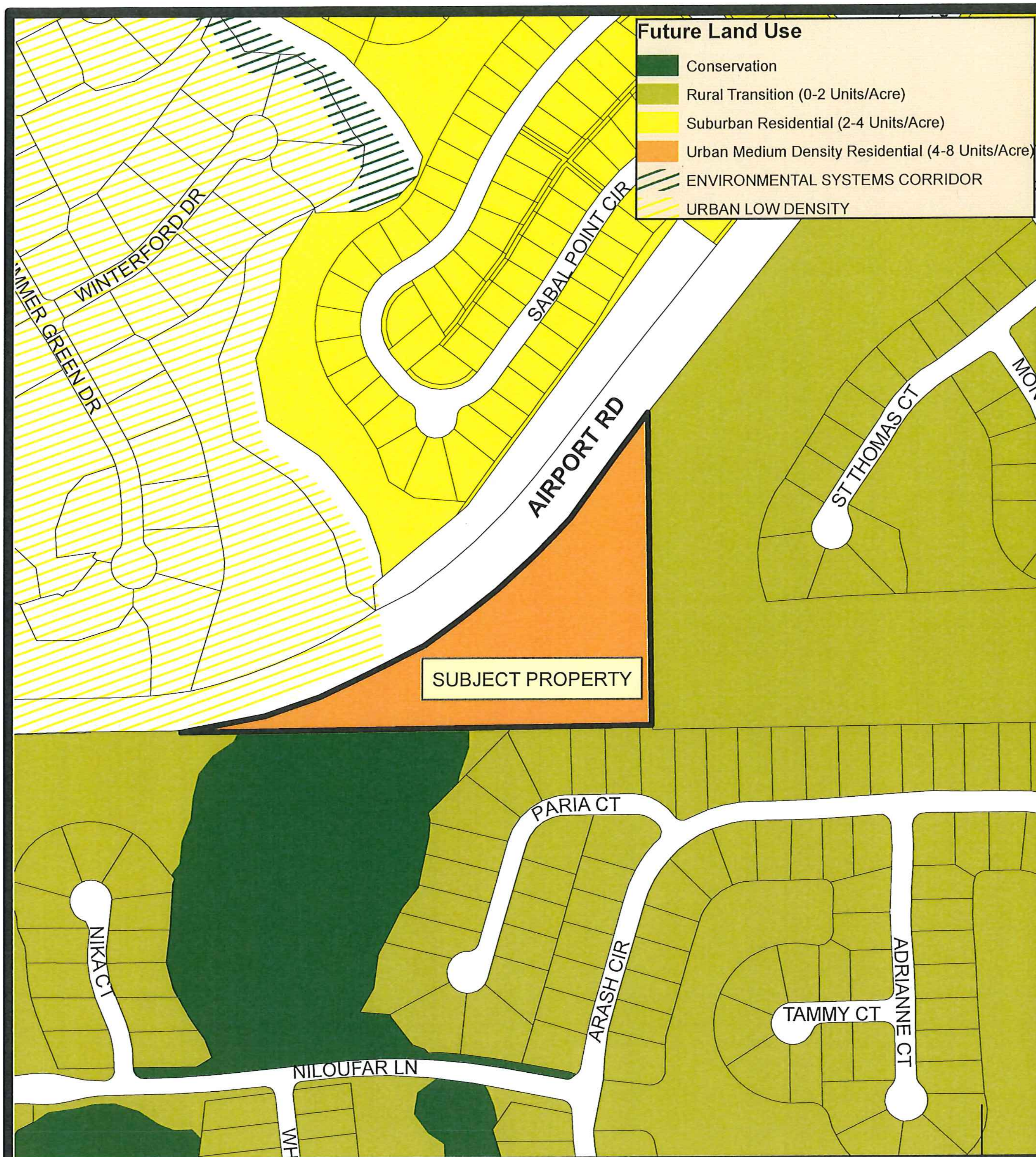


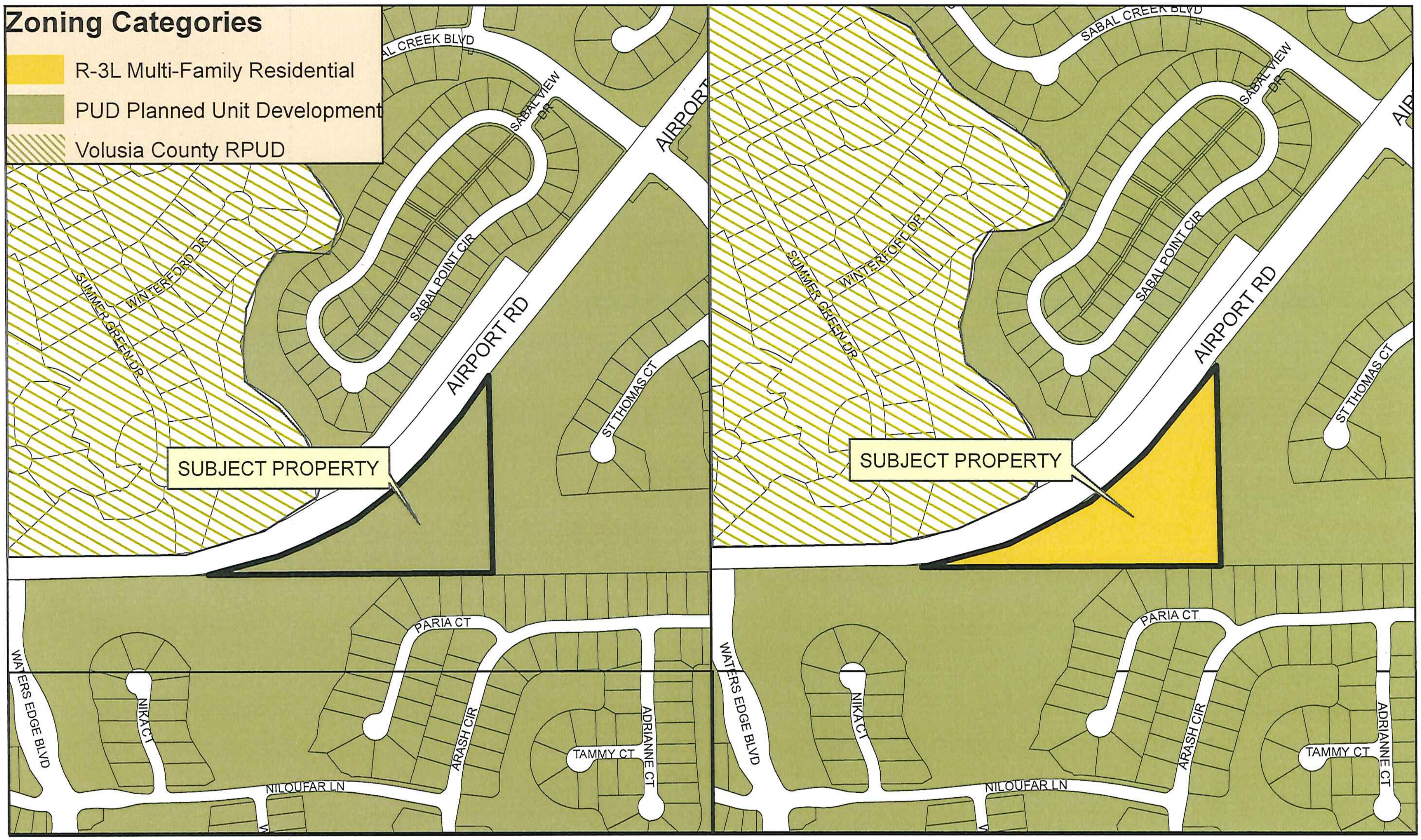
Exhibit "A"

LOCATION MAP

CITY OF PORT ORANGE

DEPARTMENT OF COMMUNITY DEVELOPMENT

EXHIBIT "B"



Current Zoning

Proposed Zoning

DEPARTMENT OF COMMUNITY DEVELOPMENT

EXHIBIT "C"

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.

NOTICE OF JOINT ANNUAL MEETING
Of Members and Directors Of
PORT ORANGE PROPERTY DEVELOPMENT, INC.,
a Florida Not-for-Profit Corporation.
1000 City Center Circle, Port Orange, Florida

TO: <u>All Members and Directors</u>

Pursuant to the provisions of Article 3.02, Members of the Corporation, and Article 4.03, Board of Directors, of the Bylaws of **PORT ORANGE PROPERTY DEVELOPMENT, INC.,** a Florida Not-for-Profit Corporation

YOU ARE HEREBY NOTIFIED

that the joint annual meeting of the Members and of the Board of Directors shall be held on **Tuesday, December 2, 2014, at 7:00 p.m.**, or as soon thereafter as the respective meeting may be called to order, in the City Council Chambers, City Hall, 1000 City Center Circle, Port Orange, Florida, for the following purposes:

<u>Agenda for Meeting of Members</u>:

1. Roll Call (all members of council)

2. Acceptance of Meeting Notice

3. Approval of Minutes of January 7, 2014

4. Election of the Board of Directors;

   <u>Current Board of Directors</u>
   Allen Green
   Bob Ford
   Donald Burnette
   Drew Bastian
   Dennis Kennedy (vacant on December 2, 2014)

   <u>Board Directors to be elected</u>
   Scott Stiltner

5. Such other business as may be brought before the Members of the corporation.

Immediately following the meeting of the members, the Board of Directors shall consider and take action on the following items:

Agenda for Meeting of Board of Directors:

6. **Election of officers:**

Current Officers
Allen Green, Chairman
Dennis Kennedy, Vice-Chairman (vacant on December 2, 2014)
Drew Bastian, President
Donald Burnette, Vice President
Bob Ford, Secretary
Vacant Temporarily, Treasurer

Nominations for election of officers:

Chairman:	____________
Vice-Chairman:	____________
President:	____________
Vice President:	____________
Secretary:	____________
Treasurer:	Tracey Riehm

7. President's appointment of Executive Director, David T. Harden.

8. Motion to appoint Tracey Riehm as Registered Agent.

9. Such other business as may be brought before the Board of Directors.

DATED: November 25, 2014

for Bob Ford, Secretary

Copy to:
Allen Green, Mayor
Donald Burnette, Vice Mayor
Bob Ford, Councilman
Dennis Kennedy, Councilman
Drew Bastian, Councilman
Scott Stiltner, Councilman-Elect
David T. Harden, Interim City Manager
Tracey Riehm, Interim Finance Director
Margaret T. Roberts, City Attorney

JOINT ANNUAL MEETING OF MEMBERS AND DIRECTORS OF PORT ORANGE PROPERTY DEVELOPMENT, INC.

December 2, 2014

I call the Annual Meeting of the Members and Directors of PORT ORANGE PROPERTY DEVELOPMENT, INC., to Order.

1. **<u>Roll Call</u>: Members of the City Council:** Allen Green, Drew Bastian, Dennis Kennedy, Don Burnette, and Bob Ford

2. **Do I have an objection to the notice of meeting?**
   Hearing no objection, the notice is accepted.

3. **Do I have a motion to approve the Minutes of the January 7, 2014 meeting?**
   Second? Voice vote

4. **<u>Election of Board Members</u>: Do I have a motion to elect the Board member?**
   Allen Green, Drew Bastian, Don Burnette, Bob Ford and Scott Stiltner
   Second? Voice vote

5. **<u>Election of Officers</u>:**

   A. **Does any officer wish to be nominated for the position of Vice Chairman?**

      Vice-Chairman: ________________________
      Voice vote

   B. **Do I have a nomination for Treasurer?**

      Treasurer Tracy Riehm
      Voice vote

   C. **Do I have a motion to re-elect all other officers currently serving?**
      Second? Voice vote

6. **<u>Appointment of Executive Director:</u> Do I have a motion to appoint David Harden to serve as Executive Director?**
   Second? Voice vote

7. **Do I have a motion to appoint Tracey Riehm as Registered Agent?**
   Second? Voice vote

8. **Is there any further business of the Members and Board of Directors? There being none, this annual meeting of the members is adjourned.**

JOINT ANNUAL MEETING MINUTES OF
PORT ORANGE PROPERTY DEVELOPMENT, INC.
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
JANUARY 7, 2014

THE JOINT ANNUAL MEETING OF PORT ORANGE PROPERTY DEVELOPMENT, INC., was called to order by Mayor Allen Green at 6:53 p.m.

Roll Call:	Present:	Bob Ford Don Burnette Drew Bastian Allen Green
	Absent:	Dennis Kennedy
	Also Present:	Gregory A. Kisela, City Manager Margaret T. Roberts, City Attorney Robin Fenwick, City Clerk

Motion to waive the notice of the meeting

Motion made by Don Burnette to waive the meeting notice, and Seconded by Bob Ford. Motion carried unanimously by voice vote.

Election of the members of the Board of Directors

Motion made by Don Burnette to elect Allen Green, Don Burnette, Bob Ford, Drew Bastian, and Dennis Kennedy to the Board of Directors, and Seconded by Drew Bastian. Motion carried unanimously by voice vote.

Election of Officers:

Motion made by Don Burnette to re-elect Allen Green as Chairman, Dennis Kennedy as Vice Chairman, Drew Bastian as President, Don Burnette as Vice President, and Bob Ford as Secretary, and Greg Kisela as Treasurer, and Seconded by Bob Ford. Motion carried unanimously by voice vote.

Motion to re-appoint Greg Kisela, or his successor, as the Executive Director, was made by Don Burnette and Seconded by Drew Bastian. Motion carried unanimously by voice vote.

There being no further business the meeting was adjourned.

ADJOURNMENT: 6:56 p.m.

President Drew Bastian

Bob Ford, Secretary

DESIGN REVIEW BOARD FOR
PORT ORANGE PROPERTY DEVELOPMENT, INC.

PORT ORANGE COUNCIL CHAMBERS
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA

December 2, 2014 - 7:00 p.m.

AGENDA

OPENING

1. Roll Call

DISCUSSION/ACTION

2. Election of Chairperson
3. Election of Vice Chairperson
4. Approval of Minutes:
   a. January 7, 2014

ADJOURNMENT

ANY PERSON WHO DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD WILL NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSE HE MAY NEED TO INSURE AT HIS 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.

DESIGN REVIEW BOARD
FOR
PORT ORANGE PROPERTY DEVELOPMENT, INC.
MEETING
December 2, 2014

I call this Meeting of the Design Review Board for Port Orange Property Development Incorporated to Order.

1. **Roll Call:** (all members of Council)

2. **Do I have an objection to the notice of meeting?**
   Hearing no objection, the notice is accepted.

4. **Do I have a motion to approve the Minutes of the January 7, 2014, meeting?**
   Second? Voice vote.

3. **The current Chairman is Allen Green and the current Vice Chairman is Drew Bastian. Do I have nominations to elect the Chairman and Vice Chairman?**

   ______________________ **as Chairman**
   Voice vote.

   ______________________ **as Vice Chairman**
   Voice vote.

Is there any other Business?

There being none, this meeting is adjourned.

CITY OF PORT ORANGE
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5500
FAX 386-756-5290
www.Port-Orange.org

November 21, 2014

Design Review Board
Port Orange Property Development, Inc.
1000 City Center Circle
Port Orange, Florida 32129

Re: Notice of Meeting

Dear Board Members,

There will be a Design Review Board for Port Orange Property Development, Inc. meeting on **Tuesday, December 2, 2014** in the Council Chambers at Port Orange City Hall, 1000 City Center Circle. This meeting will be held at approximately **7:00 p.m.** or as soon thereafter as reasonably practicable.

The purpose of the meeting is to elect a Chairperson and Vice Chairperson for 2015, as well as approve the January 2014 meeting minutes.

Sincerely yours,

For Allen Green, Chairman

ANNUAL MEETING MINUTES OF
THE DESIGN REVIEW BOARD
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
JANUARY 7, 2014

THE ANNUAL MEETING OF THE DESIGN REVIEW BOARD, was called to order by Allen Green at 6:56 p.m.

Roll Call:	Present:	Bob Ford Donald Burnette Drew Bastian Allen Green
	Absent:	Dennis Kennedy
	Also Present:	Gregory A. Kisela, City Manager Margaret T. Roberts, City Attorney Robin Fenwick, City Clerk

2. Election of Chairperson:

Motion to elect Allen Green as Chairman was made by Don Burnette and Seconded by Drew Bastian. Motion carried unanimously by voice vote.

3. Election of Vice Chairperson:

Motion to elect Bob Ford as Vice Chairman was made by Don Burnette, and Seconded by Drew Bastian. Motion carried unanimously by voice vote.

4. Approval of the Minutes of December 4, 2012:

Motion made by Don Burnette to approve the Minutes as presented for the Meeting held on December 4, 2012, and Seconded by Drew Bastian. Motion carried unanimously by voice vote.

There being no further business the meeting was adjourned.

ADJOURNMENT: 6:58 p.m.

Dennis Kennedy, Chairman

Drew Bastian, Secretary

NOTICE OF JOINT ANNUAL MEETING
Of Members and Directors of
CITY CENTER CORPORATE PARK PROPERTY OWNERS ASSOCIATION, INC.,
a Florida Not-for-Profit Corporation
1000 City Center Circle, Port Orange, Florida

TO: All Members and Directors

Pursuant to the provisions of Article 3.01, Members of the Corporation, and Article 7.02, Board of Directors, of the Bylaws of **CITY CENTER CORPORATE PARK PROPERTY OWNERS ASSOCIATION, INC.,** a Florida Not-for-Profit Corporation

YOU ARE HEREBY NOTIFIED

that the annual meeting of the Members and of the Board of Directors shall be held on **Tuesday, December 2, 2014 at 7:00 p.m.**, or as soon thereafter as the respective meeting may be called to order, in the City Council Chambers, City Hall, 1000 City Center Circle, Port Orange, Florida, for the following purposes:

Agenda for Meeting of Members:

A. Roll Call (all members of Council and City Manager)
B. Proof of Notice of Meeting
C. Approve Minutes of January 7, 2014
D. Election of the members of the Board of Directors

Current Board Members
Allen Green
Bob Ford
Donald Burnette
Drew Bastian
Dennis Kennedy (vacant on December 2, 2014)

Board Members to be elected
Allen Green
Bob Ford
Donald Burnette
Drew Bastian
Scott Stiltner

E. Such other business as may be brought before the Members of the corporation.

Immediately following the meeting of the members, the Board of Directors shall consider and take action on the following items:

<u>Agenda for Board of Directors Meeting</u>:

<u>Current Officers</u>
Allen Green, Chairman
Bob Ford, Vice Chair
Dennis Kennedy, President
Drew Bastian, Vice President
Donald Burnette, Secretary
Vacant Temporarily, Treasurer

A. Election of officers as follows:

<u>Nominations for election of officers – term of four (4) years commencing August 1, 2014:</u>

Chairman: ____________________________

Vice-Chairman: ____________________________

President: ____________________________

Vice President: ____________________________

Secretary: ____________________________

Treasurer: ____________________________

Such other business as may be brought before the Board of Directors.

DATED: <u>November , 2014</u>

for Donald Burnette, Secretary

Copy to: Allen Green, Mayor
Donald Burnette, Vice Mayor
Bob Ford, Councilman
Dennis Kennedy, Councilman
Drew Bastian, Councilman
Scott Stiltner, Councilman-Elect
David T. Harden, Interim City Manager
Margaret T. Roberts, City Attorney

JOINT ANNUAL MEETING OF MEMBERS AND DIRECTORS OF CITY CENTER CORPORATE PARK PROPERTY OWNERS ASSOCIATION, INC.

December 2, 2014

I call the Annual Joint Meeting of the Members and Board of Directors of CITY CENTER CORPORATE PARK PROPERTY OWNERS ASSOCIATION, to Order.

1. **Roll Call:** All members of the City Council and City Manager: Allen Green, Don Burnette, Dennis Kennedy, Bob Ford, Drew Bastian, and David Harden

2. **Do I have a motion to accept the notice of meeting?**
   Second? Voice vote

3. **Do I have a motion to approve the Minutes of the January 7, 2014 meeting?**
   Second? Voice vote

4. **Election of the members of the Board of Directors: Do I have a motion to elect the following to serve as the Board of Directors?**
   Allen Green, Don Burnette, Bob Ford, Drew Bastian and Scott Stiltner
   Second? Voice vote

4. **Election of Officers: Do I have nominations to elect the following officers?**

   Chairman: ______________________

   Vice-Chairman: ______________________

   President: ______________________

   Vice President: ______________________

   Secretary: ______________________

   Treasurer: ______________________

   Voice vote

5. **Is there any further business? There being none, this meeting is adjourned.**

JOINT ANNUAL MEETING MINUTES OF
THE CITY CENTER CORPORATE PARK PROPERTY
OWNERS ASSOCIATION
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
JANUARY 7, 2014

THE JOINT ANNUAL MEETING OF THE CITY CENTER CORPORATE PARK PROPERTY OWNERS ASSOCIATION, was called to order by Allen Green at 6:58 p.m.

Roll Call:	Present:	Bob Ford Donald Burnette Drew Bastian Allen Green
	Absent:	Dennis Kennedy
	Also Present:	Gregory A. Kisela, City Manager Margaret T. Roberts, City Attorney Robin Fenwick, City Clerk

Notice of Meeting

Motion made by Don Burnette to waive the meeting notice, and Seconded by Drew Bastian. Motion carried unanimously by voice vote.

Approval of the Minutes of December 4, 2012

Motion made by Don Burnette to approve the Minutes as presented for the Meeting held on December 4, 2012, and Seconded by Drew Bastian. Motion carried unanimously by voice vote.

Election of the members of the Board of Directors

Motion made by Don Burnette to elect Allen Green, Donald Burnette, Bob Ford, Drew Bastian, and Dennis Kennedy to the Board of Directors, and Seconded by Drew Bastian. Motion carried unanimously by voice vote.

There was no further business of the Members.

Election of Officers:

Motion to re-elect the current officers was made by Don Burnette, and Seconded by drew Bastian. Motion carried unanimously by voice vote.

Chairman: Allen Green
Vice-Chairman: Bob Ford
President: Dennis Kennedy
Vice President: Drew Bastian
Secretary: Don Burnette
Treasurer: Greg Kisela

There being no further business the meeting was adjourned.

ADJOURNMENT: 6:59 p.m.

____
Dennis Kennedy, President

____
Donald Burnette, Secretary

NOTICE OF JOINT ANNUAL MEETING
Of the Shareholders and
MEETING of the Directors of
GOLF CLUB AT CYPRESS HEAD, INC.,
a Florida For-Profit Corporation
1000 City Center Circle, Port Orange, Florida

TO: <u>All Shareholders and Directors</u>

Pursuant to the provisions of Article II, Sections One and Two, Shareholders, and Article III, Board of Directors, of the Bylaws of, **GOLF CLUB AT CYPRESS HEAD, INC.,** a Florida Not-for-Profit Corporation

YOU ARE HEREBY NOTIFIED

that the joint annual meeting of the Shareholders and of the Board of Directors shall be held on **Tuesday, December 2, 2014, at 7:00 p.m.**, or as soon thereafter as the respective meetings may be called to order, in the City Council Chambers, City Hall, 1000 City Center Circle, Port Orange, Florida, for the following purposes:

<u>Agenda for Meeting of Shareholders</u>:

1. Call to order and Roll Call (all members of council);
2. Acceptance of the Notice of Meeting;
3. Approval of Minutes from January 7, 2014 and September 2, 2014;
4. Reports of officers, if any;
5. Reports of committees, if any;
6. Election of Directors (currently: Bob Ford and David Harden)
7. Disposition of unfinished business;
8. Disposition of new business.

Immediately following the meeting of the Shareholders, the Board of Directors shall consider and take action on the following items:

<u>Agenda for Board of Directors Meeting</u>:

9. Election of officers as follows (only Bob Ford and David Harden vote):
    - President (currently Bob Ford)
    - Secretary/Treasurer (currently David Harden)
10. Ratify all action taken by the Board during the past year; and
11. Such other business as may be brought before the Board of Directors.

12. Adjournment of the Joint Annual Meeting of Shareholders and Meeting of the Board of Directors

DATED: November 20, 2014

David T. Harden

David Harden, Secretary/Treasurer

Copy to:
Allen Green, Mayor
Donald Burnette, Vice Mayor
Bob Ford, Councilman
Dennis Kennedy, Councilman
Drew Bastian, Councilman
Scott Stiltner, Councilman-Elect
David T. Harden, Interim City Manager
Margaret T. Roberts, City Attorney

JOINT ANNUAL MEETING OF SHAREHOLDERS AND MEETING OF BOARD OF DIRECTORS OF GOLF CLUB AT CYPRESS HEAD, INC.

December 2, 2014

I call the Joint Annual Meeting of the Shareholders and Meeting of the Board of Directors of GOLF CLUB AT CYPRESS HEAD, INC., to Order.

1. **Roll Call: All Members of the City Council**: Allen Green, Don Burnette, Dennis Kennedy, Bob Ford and Drew Bastian

2. **Do I have a motion to accept the notice of meeting?**
   Second? Voice vote

3. **Do I have a motion to approve the Minutes of the January 7, 2014 and September 2, 2014 meetings?**
   Second? Voice vote

4. **Do I have any reports of officers or committees?**

5. **<u>Election of Directors</u>: Do I have a motion to re-elect the following directors?**
   Bob Ford and David Harden
   Second? Voice Vote

6. **Is there any unfinished business or new business?**

7. **<u>Election of Officers</u>: Do I have a motion to re-elect the following officers?**
   (Only Bob Ford and David Harden vote)
   Bob Ford – President
   David Harden – Secretary/Treasurer
   Second? Voice Vote

8. **Do I have a motion to ratify all action taken by the Board during the past year?**
   Second? Voice Vote

9. **Is there any further business? There being none, this meeting is adjourned.**

JOINT ANNUAL MEETING MINUTES OF
GOLF COURSE AT CYPRESS HEAD, INC.
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
JANUARY 7, 2014

THE JOINT ANNUAL MEETING OF GOLF COURSE AT CYPRESS HEAD, INC., was called to order by Allen Green at 6:59 p.m.

Roll Call:	Present:	Bob Ford Donald Burnette Drew Bastian Allen Green
	Absent:	Dennis Kennedy
	Also Present:	Gregory A. Kisela, City Manager Margaret T. Roberts, City Attorney Robin Fenwick, City Clerk

Proof of Notice of Meeting:

Motion made by Don Burnette to waive the meeting notice, and Seconded by Drew Bastian. Motion carried unanimously by voice vote.

Approval of the Minutes of February 19, 2013:

Motion made by Don Burnette to approve the Minutes as presented for the Meeting held on February 19, 2013, and Seconded by Drew Bastian. Motion carried unanimously by voice vote.

Reports: None

Election of Directors:

Motion made by Don Burnette to elect Bob Ford and Greg Kisela as Directors, and Seconded by Allen Green. Motion carried unanimously by voice vote.

Unfinished business: None

New Business: None

Election of Officers:

Motion was made by Allen Green to elect Bob Ford as President and Greg Kisela as Secretary/Treasurer, and Seconded by Don Burnette. Motion carried unanimously by voice vote.

Ratification of action:

Motion made by Don Burnette to ratify all action taken by the Board during the past year, and Seconded by Allen Green. Motion carried unanimously by voice vote.

There being no further business the meeting was adjourned.

ADJOURNMENT: 7:01 p.m.

____

Bob Ford, President

____

Gregory A. Kisela, Secretary/Treasurer

JOINT SPECIAL MEETING MINUTES OF
GOLF COURSE AT CYPRESS HEAD, INC.
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
SEPTEMBER 2, 2014

THE JOINT SPECIAL MEETING OF GOLF COURSE AT CYPRESS HEAD, INC., was called to order by Allen Green at 6:51 p.m.

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

Proof of Notice of Meeting:

Notice was provided as required by Florida Statutes.

Election of Directors:

Motion made by Don Burnette to elect David Harden to fill the vacant position on the Board of Directors, and Seconded by Bob Ford. Motion carried unanimously by voice vote.

Election of Officers:

Motion was made by Bob Ford to elect David Harden as the Secretary/Treasurer, and Seconded by David Harden. Motion carried unanimously by voice vote.

Ratification of action:

Motion made by Bob Ford to ratify all action taken by the Board during the past year, and Seconded by David Harden. Motion carried unanimously by voice vote.

There being no further business the meeting was adjourned.

ADJOURNMENT: 6:54 p.m.

Bob Ford, President

David T. Harden, Secretary/Treasurer

JOINT ANNUAL MEETING OF MEMBERS AND DIRECTORS OF PORT ORANGE BUSINESS PARK PROPERTY OWNERS ASSOCIATION, INC.

COUNCIL CHAMBERS – 7:00 P.M.

DECEMBER 2, 2014

AGENDA

A. ROLL CALL

B. PROOF OF NOTICE OF MEETING OR WAIVER OF NOTICE

C. CONSIDERATION OF MINUTES – December 10, 2013

D. REPORTS OF OFFICERS

E. REPORTS OF COMMITTEES – none established

F. ELECTION OF DIRECTORS
   1. Term vacated by Dennis Kennedy expiring May 28, 2015

G. ELECTION OF VICE PRESIDENT

H. UNFINISHED BUSINESS

I. NEW BUSINESS

   1. Resolution No. 14-1, 2015 Annual Budget and Assessments Adoption

   2. Extend Agreement with Tif-Jen for right-of-way landscape maintenance services at Hockney Court, Port Orange, Florida

J. ADJOURNMENT

ANY PERSON WHO DECIDES TO APPEAL ANY DECISION MADE BY THE PORT ORANGE BUSINESS PARK PROPERTY OWNERS' ASSOCIATION, INC. BOARD 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 TAKING AND PREPARATION OF A VERBATIM RECORD OF ALL TESTIMONY AND EVIDENCE OF THE PROCEEDING 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 DEPUTY 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.

JOINT ANNUAL MEETING OF MEMBERS AND DIRECTORS OF PORT ORANGE BUSINESS PARK PROPERTY OWNERS ASSOCIATION, INC.

December 2, 2014

I call the Annual Joint Meeting of the PORT ORANGE BUSINESS PARK PROPERTY OWNERS ASSOCIATION, INC., to Order.

1. **Roll Call**: Allen Green, Dennis Kennedy, and Bill Rice

2. **Do I have a motion to accept the notice of meeting?**
   Second? Voice vote

3. **Do I have a motion to approve the Minutes of the December 10, 2013, meeting?**
   Second? Voice vote

4. **Do I have any reports of officers or committees?**

5. **Current Directors:**
   Allen Green
   Bill Rice
   Dennis Kennedy (term expires May 28, 2015 – vacant December 2, 2014)

   Election of member of the Board of Directors: Do I have a motion to elect the following to fill the vacant seat on the Board of Directors?

   ____
   Second? Voice vote

6. **Election of Officers: Do I have nominations to elect the following officer?**

   Vice President: ______________________________
   Voice vote

7. **Is there any unfinished business?**

8. **Is there any new business?**

   1. Resolution No. 14-1, 2015 Annual Budget and Assessments Adoption

   2. Extend Agreement to March 31, 2015, with Tif-Jen for right-of-way landscape maintenance services at Hockney Court, Port Orange, Florida

9. **Is there any further business? There being none, this meeting is adjourned.**

CITY OF PORT ORANGE
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5500
FAX 386-756-5290
www.Port-Orange.org

November 21, 2014

Port Orange Business Park Property Owners Association, Inc.
1000 City Center Circle
Port Orange, Florida 32129

Re: Notice of Joint Annual Meeting

Dear Board Members,

There will be a Port Orange Business Park Property Owners Association, Inc. meeting on **Tuesday, December 2, 2014** in the Council Chambers at Port Orange City Hall, 1000 City Center Circle. This meeting will be held at approximately **7:00 p.m.** or as soon thereafter as reasonably practicable.

Sincerely yours,

Bill Rice
for Secretary

PORT ORANGE BUSINESS PARK PROPERTY OWNERS ASSOCIATION, INC.
JOINT ANNUAL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
DECEMBER 10, 2013

THE JOINT ANNUAL MEETING OF PORT ORANGE BUSINESS PARK PROPERTY OWNERS ASSOCIATION, INC., was called to order by President Allen Green at 6:00 p.m.

Roll Call:	Present:	Dennis Kennedy Bill Rice Allen Green
	Also Present:	Gregory A. Kisela, City Manager Margaret T. Roberts, City Attorney Robin Fenwick, City Clerk Shannon Lewis, Asst. City Manager

Proof of Notice of Meeting

Motion was made by Dennis Kennedy to waive the meeting notice requirements, and Seconded by Allen Green. Motion carried unanimously by voice vote.

Approval of Minutes

Motion was made by Dennis Kennedy to approve the Minutes of November 13, 2012 as presented, and Seconded by Allen Green. Motion carried unanimously by voice vote.

Reports of Officers

None

Reports of Committees

None

Election of Directors

Shannon Lewis, Assistant City Manager, advised the Board that Jon Seegert is no long with Raydon so a new member is needed. The owners have recommended Bill Rice to serve out the vacation term of Jon Seegert. Member Kennedy asked when the term expires. Ms. Lewis said November 12, 2015.

Motion was made by Dennis Kennedy to appoint Bill Rice, and Seconded by Allen Green. Motion carried unanimously by voice vote.

Election of Officers

Motion was made by Dennis Kennedy to appoint Bill Rice to serve as Secretary/Treasurer, and Seconded by Bill Rice. Motion carried unanimously by voice vote.

Unfinished Business

None

New Business

1. POBPPOA Resolution No. 13-1, 2014 Annual Budget and Assessments Adoption

Ms. Lewis advised that the City's mowing and maintenance contractor will continue to provide similar services to the POA. She recommends that the Board authorize City Staff and the City Attorney to obtain a contract.

Mayor Green read Resolution No. 13-1.

Motion to approve Resolution No. 13-1 including authorizing City Staff to obtain a contract relating to the mowing and maintenance was made by Member Kennedy, Seconded by Bill Rice. Motion carried unanimously by roll call vote.

There being no further business the meeting was adjourned.

ADJOURNMENT: 6:07 p.m.

____
Allen Green, President

____
Bill Rice, Secretary/Treasurer

MEMORANDUM

TO: Members of the Port Orange Business Park Property Owners Association

FROM: Wayne Clark, Community Development Director

SUBJECT: Election of Director and Vice President

DATE: November 13, 2014

The current Port Orange Business Park Property Owners Association Directors are Allen Green, Dennis Kennedy and Bill Rice. Director Dennis Kennedy's term on the City Council ends on December 2, 2014. Therefore, the Members must elect a new Director to serve out Director Kennedy's current three-year term. Once elected, the new Director will also need to be appointed to serve out Director Kennedy's office as Vice President of the Association.

PORT ORANGE BUSINESS PARK PROPERTY OWNERS ASSOCIATION, INC.

RESOLUTION NO. 14-1

A RESOLUTION OF THE PORT ORANGE BUSINESS PARK PROPERTY OWNERS ASSOCIATION, INC., ADOPTING THE 2015 BUDGET AND ASSESSMENT; SUPERSEDING PRIOR RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Port Orange Business Park Property Owners Association, Inc., is a Florida not for profit corporation duly organized and existing under the laws of the State of Florida; and

WHEREAS, the Board of Directors is required to establish the annual budget and establish the amount of the annual assessment;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE PORT ORANGE BUSINESS PARK PROPERTY OWNERS ASSOCIATION, INC., VOLUSIA COUNTY, FLORIDA, as follows:

Section 1: The Budget and Assessment attached hereto as **Attachment 1** is adopted.

Section 2: This resolution shall become effective and made part of the minutes of the Port Orange Business Park Property Owners Association, Inc. immediately upon adoption.

____

PRESIDENT, Allen Green

ATTEST:

____

Secretary/Treasurer, Bill Rice

Adopted on the ____________ day of ____________________, 2014

Reviewed and Approved: ______________________________

City Attorney

Attachment 1

PROPOSED CALENDAR YEAR 2015 BUDGET & ASSESSMENTS

(Jan. 1, 2015-Dec. 31, 2015)

Revenues	**Proposed 2015**
Member Assessments	
V&P Property Group, LLC	8,167.92
City of Port Orange	7,167.92
Total Revenue	**15,335.83**

Expenditures	**Proposed 2015**
Administrative Services	1,000.00
Liability Insurance	835.83
Hockney Ct. Mowing/Maintenance	12,700.00
Common Area Mowing/Maintenance	0.00
Irrigation	800.00
Common Area Taxes	0.00
Total Expenditures	**$15,335.83**

Item	**Expense**	**V&P Assessment**	**City Contribution**
Administrative Services	1,000.00	1,000.00	0.00
Liability Insurance	835.83	417.92	417.92
Hockney Court Mowing	12,700.00	6,350.00	6,350.00
Irrigation	800.00	400.00	400.00
Common Area Taxes	0.00	0.00	0.00
Total	**15,335.83**	**8,167.92**	**7,167.92**
	Due January 1, 2015	2,041.98	1,791.98
	Due April 1, 2015	2,041.98	1,791.98
	Due July 1, 2015	2,041.98	1,791.98
	Due October 1, 2015	2,041.98	1,791.98

Notes:
The City of Port Orange is exempt from assessments but has agreed to share in the prorated cost of liability insurance and landscape maintenance along Hockney Court until such time as the City's property is sold to another party.

V&P shall maintain, through its resources and/or staff, the common area mowing in a normal and customary manner and in accordance with Declaration of Covenants, Conditions, Restrictions, Reservations and Easements.

[CA 1717]

AMENDMENT AND EXTENSION OF STANDARD CONTRACT FOR SERVICES

THIS AMENDMENT AND 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 **TIF-JEN, INC.**, a Florida corporation whose principal address is 824 Chickadee Drive, Port Orange, Florida 32127 (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 May 1, 2011 (the "Contract"); and

WHEREAS, the Contract provided for an initial term of one year, with five (5) optional one-year extensions upon written agreement of the parties; and

WHEREAS, the parties exercised the first renewal option for the period April 1, 2012 through March 31, 2013; and

WHEREAS, the parties exercised the second renewal option for the period April 1, 2013 through March 31, 2014; and

WHEREAS, the Parties desire to exercise the third renewal option for the period April 1, 2014 through March 31, 2015, as set forth in this Extension; and

WHEREAS, the parties desire to amend the requirements for cancellation of the Contract by the Parties.

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 a one (1) year period, commencing April 1, 2014, and expiring at midnight on March 31, 2015.

2. The Contract may be terminated by Contractor upon ninety (90) days written notice to the City for any or no reason. The Contract may be terminated by the City upon written notice to the Contractor at any time for any or no reason.

3. All other terms and conditions of Contract shall remain in full force and effect.

4. 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: TIF-JEN, INC.

Printed Name: Amanda Lamb

By: Robert A. Loosch, President

Printed Name:

Date: 3-24-14

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 24 day of March, 2014 by Robert A. Loosch, as President of Tif-Jen, 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

LISA GIAMMARCO
Notary Public, State of Florida
Commission# DD997842
My comm. expires June 2, 2014

Witnesses:

Printed Name: THERESA GUTIERREZ

Printed Name: Barbara J. Abbott

City of Port Orange

By:

Allen Green, Mayor

Attest:

Robin L. Fenwick, CMC, City Clerk

Date: March 25, 2014

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 25 day of March, 2014, 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

THERESA GUTIERREZ
Commission # FF 027943
Expires June 16, 2017
Bonded Thru Troy Fain Insurance 800-385-7019

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

THE SPECIAL MEETING of the TOWN CENTER CRA was called to order by Chairman Allen Green at 6:51 p.m.

Pledge of Allegiance

Silent Invocation

Roll Call:	Present:	Member Ben Talluto Member Bob Ford Member Dennis Kennedy Member Donald Burnette Member Drew Bastian Chairman Allen Green
	Absent:	Member Suzette Blahnik
	Also Present:	David Harden, Interim City Manager Margaret T. Roberts, City Attorney Robin Fenwick, City Clerk

DISCUSSION/ACTION ITEMS

4. Approval of Minutes
   - April 1, 2014; May 20, 2014; June 30, 2014; and July 22, 2014

Motion to approve the meeting minutes for April 1, 2014, May 20, 2014, June 30, 2014, and July 22, 2014 was made by Member Burnette, and Seconded by Member Kennedy. Motion carried unanimously by voice vote.

5. 2014 Amendment to the Port Orange Town Center (POTC) Redevelopment Plan Case no. 14-15000001

Penny Cruz, Planner, provided details of the proposed amendment. The amendment includes the changes as approved by Council. The largest change is the size and location of the public improvement park. It also includes clarification of the use of TIF throughout all of the CRA area.

Member Kennedy asked if the use of TIF monies has been clarified. Ms. Cruz explained that the Staff Report shows specifically what qualifies for the TIF incentive. The gray area has been removed. The request must be in a formal agreement and be approved by Council and CRA.

Member Burnette believes the list includes items that are public improvements. Margaret Roberts, City Attorney, advised that this amendment gives the CRA the right to spend the TIF dollars as stated in the amendment.

Member Ford believes the list is large and would prefer it to be a little more limited. He asked if the debt service has to be paid before TIF monies are used. Ms. Roberts advised that the annual debt service payments must be paid but anything left after that can be used for incentives.

Mayor Green asked for public comments.

Jeff Brock, Attorney for Buddy LaCour and associates, advised that the map shown does not match the proposed plan submitted. He asked for assurance that this amendment doesn't preclude them from moving forward with their plan. Ms. Roberts said there is no agreement relating to the Point property. There have been talks but no agreement. She advised that the amendment is consistent with the Comprehensive Plan and current zoning. The developer may propose changes to the zoning as the project moves forward through the normal procedures. Mr. Brock is concerned that the amendment doesn't include the MOU agreement regarding the Point property. He believes the property needs to be re-designated. Ms. Roberts said an application can be submitted at any time.

Member Ford is concerned with approving something that he doesn't understand. He feels the boundary is ever moving. Ms. Roberts said there is nothing moving on the map; it is what has already been authorized.

Chairman Green said any of the land can be amended upon application and approval.

Member Talluto asked for confirmation regarding the recreation area. Ms. Roberts advised that there is nothing set in stone with the project.

Motion to approve the 2014 Amendment to the Port Orange Town Center Redevelopment Plan was made by Member Burnette, and Seconded by Member Kennedy.

Jack Wiles, resident, asked if this amendment is for the whole Town Center area. Ms. Roberts confirmed that it is for the entire Port Orange Town Center CRA area. Mr. Wiles would encourage the CRA to approve the amendment and work forwards paying off the debt service.

Mayor Green said it is a reimbursement from the TIF monies that is included in the amendment.

Ted Noftall, resident, asked when the City decided it no longer wanted to purchase the Point property. Mayor Green said the City never acted on the offer. Ms. Roberts said the interest in purchasing the Point hasn't happened.

Member Ford believes incentivizing in the CRA areas will not allow savings to taxpayers because the developers are not paying for their portion of the tax revenue. He is concerned by the amount of funds being discussed for incentives. He doesn't believe there are rules and guidelines in the Redevelopment Plan. He is concerned with the poor level of legal, judgment, and specificity in this proposal.

Ms. Roberts advised that Staff has provided the CRA and Council with this amendment based on the motion, discussions, and votes at previous meetings. She believes this amendment is good. The criteria should be in the Plan. Council and CRA have the discretion to make a determination up to the amounts listed.

Mr. Harden advised of his experience with other CRA's where donations have been made for items such as police services for the district or other capital improvements within the district. Those are decisions to be made at a later time.

Member Burnette believes this amendment is a major improvement. The improvements are specifically listed.

Member Talluto asked if setting this precedence of up to 50% and up to $5 million will result in Court action. Ms. Roberts explained that the example provided in the Staff report and the fact that the developers must submit an application protects the CRA and City Council.

Member Kennedy agreed with Member Burnette that this is a mechanism to move forward in the CRA.

Member Bastian also agreed that there is no commitment from the CRA.

Member Ford asked about the low interest loan program is. Ms. Cruz said it is an option that has been included in the Plan since 1998.

Motion carried 5-1 with Member Ford voting no.

6. 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 exercise of 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 (formerly known as the Hughes property) and riparian rights for the option purchase price of $91,600 plus closing costs estimated not to exceed $8,000 was made by Member Burnette, and Seconded by Member Kennedy.

Member Talluto asked what property is being purchased for $91,600. Ms. Roberts said waterfront property. Discussion was held regarding the size of the property.

Member Ford supported the proposal. All members agreed.

Motion carried unanimously by roll call vote.

ADJOURNMENT: 7:45 p.m.

____
Chairman Allen Green

PORT ORANGE TOWN CENTER COMMUNITY REDEVELOPMENT AGENCY AGENDA FORM

REQUESTED COUNCIL MEETING DATE 12/2/14

Public Hearing: yes ☒ **no** ☐ **Consent item: yes** ☐ **no** ☒

SUBJECT: Lease Renewal Agreement - Cardwell Funeral Home/3571 Ridgewood Avenue

DEPARTMENT:

RECOMMENDED MOTION: Approve the Lease Renewal Agreement between Cardwell Funeral Home, Inc., Stonemor Florida Subsidiary LLC, and the Community Redevelopment Agency (CRA) for Port Orange Town Center and authorize Chairman Green and the City Clerk to execute all required documents for this purpose.

SUMMARY: When the property at 3571 Ridgewood Avenue was purchased by the CRA in 2009, the CRA assumed the lease with Cardwell Funeral Home that was entered into on December 16, 2008. That lease, which was for an initial four year term, was renewed and extended by the CRA in 2012 and 2013, each time for an additional one year term. The current lease is due to expire on December 10, 2014. The subject Lease Renewal Agreement will extend the lease under all original terms and conditions for an additional one year period commencing on December 10, 2014. Included in these terms is the ability for either party to terminate with ninety (90) days written notice.

The tenant has made regular payments in compliance with the terms of their lease. Consistent with previous years, the lease rate is scheduled to be $2,000 per month, with the tenant paying for all property maintenance and taxes.

ATTACHMENTS: ☐ **Budget Resolution** ☐ **Ordinance/Resolution**
☐ **Support Documents** ☐ **Other**

DEPARTMENT HEAD:	**Submitted**	**Date**
FINANCE DEPARTMENT:	**Approved as to Budget Requirements**	**Date**
CITY ATTORNEY:	**Approved as to Form and Legality**	**Date**
CITY MANAGER:	**Approved Agenda Item for:**	

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

Revised 9/17/14

This Instrument Prepared By:
Matthew J. Jones, Assistant City Attorney
City of Port Orange, Florida
1000 City Center Circle
Port Orange FL 32129

Return Recorded Instrument to:
City Clerk
City of Port Orange
1000 City Center Circle
Port Orange, Florida 32129

Parcel No. 6303-10-02-0030
3571 Ridgewood Ave., Port Orange, Florida 32129

Space Reserved for Recording Data

LEASE RENEWAL AGREEMENT

THIS LEASE RENEWAL AGREEMENT ("Agreement") is made and entered into this _____ day of _________, 2014, between **CARDWELL FUNERAL HOME, INC**, a Florida corporation, whose mailing address is: 3751 Ridgewood Avenue, Port Orange, FL 32129 ("Assignor"); **STONEMOR FLORIDA SUBSIDIARY LLC**, a Florida limited liability company, whose mailing address is: 311 Veterans Highway, Suite B, Levittown, PA 19056 ("Assignee"); **STONEMOR OPERATING LLC,** a Delaware limited liability company, whose mailing address is: 2711 Centerville Road, Suite 400, Wilmington, DE 19808 ("Guarantor"); and the **COMMUNITY REDEVELOPMENT AGENCY FOR PORT ORANGE TOWN CENTER**, a public body corporate and politic established pursuant to Section 163.356, Florida Statutes, located in the City of Port Orange, Volusia County, Florida, whose mailing address is: 1000 City Center Circle, Port Orange, FL 32129-4144 ("Owner"), and the heirs, legal representatives, successors and assigns of the respective parties.

WHEREAS, the Assignor entered into a lease agreement dated December 16, 2008, ("Lease") whereby Assignor leased the parcel of land situated at 3571 Ridgewood Ave., Port Orange, Florida, together with any improvements thereon, and being more fully described as follows:

> The Westerly 316 feet of the Southerly ½ of Lot 2, and the Westerly 316 feet of the Northerly ½ of Lot 3, All in Block 2, HAND TRACT, Port Orange, Florida, according to the map or plat thereof, as recorded in Map Book 2, Page 185, Public Records of Volusia County, Florida, EXCEPTING THEREFROM that portion lying in U.S. Highway No. 1 as now established and in use.
> (Parcel ID#: 6303-10-02-0030) (the "Property")

WHEREAS, a short form memorandum of lease agreement was executed by Assignor and Owner on November 3, 2009, and recorded in the Official Records of Volusia County at Book 6416, Page 183; and

WHEREAS, the Lease term was for a period of four (4) years from the 10th day of December, 2008, which term may be extended for additional one year periods at the end of the term, upon mutual agreement of the parties; and

WHEREAS, the Lease was renewed for an additional year and assigned by Assignor to Assignee on December 4, 2012, pursuant to the Assignment and Assumption of Tenant's Interest in Lease recorded in the Official Records of Volusia County at Book 6793, Page 2562; and

WHEEREAS, the Lease was renewed for an additional year by the Assignor and Assignee on December 10, 2013; and

WHEREAS, the Owner, the Assignor, and the Assignee desire to renew the Lease for an additional year so long as all parties are aware that the Owner is actively seeking development of the Property together with surrounding parcels and therefore may have to terminate the Lease for convenience in the event that the property is sold within the term of the Lease; and

WHEREAS, the Assignee specifically acknowledges that Assignee has read paragraph 20.6 of the Lease regarding environmental hazards; and

WHEREAS, the Assignor and Assignee acknowledge that an environmental testing of the septic tank at the Property conducted by G & S Good Environmental, Inc., in July 2012 uncovered chemicals exceeding the State's Groundwater Target Cleanup Levels (Chapter 62-777 Florida Administrative Code "FAC") which required remediation;

NOW THEREFORE, the Parties, for good and valuable consideration, receipt whereof is hereby acknowledged, intending to be legally bound, agree as follows:

1. The above premises are true and correct and are incorporated herein as material provisions of this Agreement.

2. The Owner, the Assignor, and the Assignee hereby agree to renew the Lease for an additional one (1) year period commencing December 10, 2014.

3. All rents, terms, covenants, and conditions set forth in the Lease are incorporated herein just as fully and completely as if said terms and conditions were set forth herein, and shall remain in full force and effect unless expressly amended in this Agreement.

4. Assignee agrees to engage G & S Good Environmental, Inc. to conduct additional sampling and testing for hazardous regulated substances in the septic tank by G & S Good Environmental, Inc. within sixty (60) days of the termination of this Lease. If the Lease is extended on an annual basis, Assignee shall not be required to conduct sampling and testing for hazardous regulated substances for each extension, but shall be required to conduct said testing and sampling upon termination of this Lease. In the event that any testing indicates levels of regulated substances in concentrations requiring remediation under applicable government law or regulations then in that event, Assignee shall remediate the Property such that the Property is in conformance with applicable environmental laws and regulations. Assignee shall commence remediation within sixty (60) days and use continuous diligent efforts to complete the remediation in a commercially reasonable time period. The obligations of this paragraph shall survive the termination or expiration of this Lease. Assignor acknowledges and agrees that nothing in this Paragraph 4 or the other provisions of this Agreement shall in any manner negate or otherwise affect the liability and

other obligations of Assignor under any separate agreement(s) between Assignor and Assignee.

5. Guarantor hereby joins this Agreement solely for the limited purposes of guarantying payment of rent and any other costs and expenses owed by Assignee under the Lease. In accordance therewith, Guarantor unconditionally and irrevocably guarantees, without recoupment or deduction by reason of setoff, defense or counterclaim, to Owner and its successors and assigns, and promises to perform and be liable for the full and punctual payment, and the performance and observance by Assignee, of all the sums, terms, covenants and conditions in the Lease to be paid, kept, performed or observed by Assignee, as a primary obligor and not as a surety.

6. The Owner may terminate the Lease upon giving Assignee ninety (90) days written notice and Assignee may similarly terminate the Lease upon giving ninety (90) days written notice to the Owner. Any termination under this section shall be termination for convenience and does not require either party to be in default.

7. Rental payments shall be directed to the Finance Department - Accounts receivable, 1000 City Center Circle, Port Orange, FL 32129.

8. Notices shall be directed to:

Owner/Landlord:	Community Redevelopment Agency for Port Orange Town Center 1000 City Center Circle Port Orange, FL 32129
Assignee/Tenant:	StoneMor Florida Subsidiary LLC c/o StoneMor Partners L.P. 311 Veterans Highway, Suite B Levittown, PA 19056

9. This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile of an executed copy of this Contract shall be deemed valid as if an original signature was delivered.

10. Tenant 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; (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 Tenant upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City. If Tenant does not comply with a public records request, the City shall enforce the contract

provisions.

This Lease Renewal and Consent to Assignment Agreement is executed by the Parties as of the respective dates below:

WITNESSES:

OWNER:
COMMUNITY REDEVELOPMENT AGENCY FOR PORT ORANGE TOWN CENTER, a public body corporate and politic per F.S. 163.356

____

By: ___________________________________
Allen Green, Chairman

____
Printed Name:

____

Attest:________________________________
Robin L. Fenwick, CMC, City Clerk
City of Port Orange

____
Printed Name:

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____________, 2014, by Allen Green, as Chairman of the Community Redevelopment Agency for the Port Orange Town Center, and Robin L. Fenwick, as City Clerk of the City of Port Orange, and who: [__] are personally known to me; or [__] have produced ____________________________________ as identification.

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

WITNESSES:

ASSIGNOR:
CARDWELL FUNERAL HOME, INC.
a Florida corporation

____

By: ___________________________________
Nancy Lohman, Vice President

____
Printed Name:

____

____
Printed Name:

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of ____________, 2014, by Nancy Lohman, as Vice President of Cardwell Funeral Home, Inc., and who: [__] is personally known to me; or [__] has produced ___________________________________ as identification.

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

WITNESSES:

ASSIGNEE:
STONEMOR FLORIDA SUBSIDIARY LLC
a Florida limited liability company

____

____
Printed Name: Kenneth E. Lee, Jr.
Title: Vice President

____
Printed Name:

____

____
Printed Name:

STATE OF PENNSYLVANIA
COUNTY OF BECKS

The foregoing instrument was acknowledged before me this ____ day of ____________, 2014, by Kenneth E. Lee, Jr., as Vice President of StoneMor Florida Subsidiary LLC, and who: [__] is personally known to me; or [__] has produced ____ as identification.

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

WITNESSES:

GUARANTOR:
STONEMOR OPERATING LLC
a Delaware limited liability company

____

____
Printed Name: Kenneth E. Lee, Jr.
Title: Vice President

____
Printed Name:

____

____
Printed Name:

STATE OF PENNSYLVANIA
COUNTY OF BECKS

The foregoing instrument was acknowledged before me this ____ day of ____________, 2014, by Kenneth E. Lee, Jr., as Vice President of StoneMor Operating LLC, and who: [__] is personally known to me; or [__] has produced ____ as identification.

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

LEASE AGREEMENT

THIS LEASE is made and entered into on the 16th day of December, 2008, ("Effective Date") by and between RIDGEWOOD FUNERAL PROPERTIES, LLC, a Florida limited liability company (hereinafter "Owner"), and CARDWELL FUNERAL HOME, INC., a Florida corporation (hereinafter "Tenant").

ARTICLE 1 - PREMISES

1.1. Owner hereby leases to Tenant, and Tenant hereby leases from Owner, a parcel of land situated at 3571 Ridgewood Ave., Port Orange, Florida, together with any improvements thereon with no responsibility or guaranty by Owner as to the condition or useability of the improvements during the term of the lease (the "Leased Premises"), to have and to hold unto Tenant, its permitted successors and assigns, for the Term (as hereinafter defined), on the terms and conditions herein contained.

1.2. Owner and Tenant represent and warrant that it has the full right and authority to enter into this Lease and all of its terms.

ARTICLE 2 - TERM

2.1. The term of this Lease (hereinafter referred to as the "Term") shall commence on December 10, 2008, (the "Lease Commencement Date"); and shall continue for a period of four (4) years until December 10, 2012, unless such period shall be extended as hereinafter provided.

2.2. Six (6) months prior to the end of the initial term, and during any Extension period provided for in 3.1.1 below, Owner may terminate the Lease upon giving six (6) months written notice to Tenant and Tenant may similarly terminate the Lease upon giving six (6) months written notice to the Owner.

ARTICLE 3 - EXTENSION

3.1. Tenant shall have the right to extend this Lease on the following terms and conditions.

3.1.1. Should Tenant substantially perform all of the terms and conditions of this Lease, and if Owner has not terminated as provided in Paragraph 2.2 above, Tenant may extend the term of this Lease on a year-to-year basis, with the first extended term to begin on December 10, 2012.

3.1.2. If at the date of expiration of the original term or subsequent extensions, Tenant is in material default in the performance of any of the provisions of this Lease, beyond any grace period provided in this Lease, then the option to extend this Lease shall be null and void.

3.1.3. In order to exercise the option to extend, Tenant shall give to Owner written notice of Tenant's intention to do so not later than ninety (90) days prior to the date of expiration of the preceding term.

to KH

3.1.4. All the terms, covenants, and provisions of this Lease shall apply during the renewal term of this Lease.

3.1.5. If Tenant holds over and continues in possession of the Premises after expiration of the Term, other than as provided in Paragraph 3.1.1, Tenant will be deemed at Owner's option to be occupying the Premises on the basis of a month-to-month tenancy, subject to all of the terms and conditions of this Lease but at one hundred fifty (150%) percent the monthly installment of fixed rent payable during the last month of the Term.

ARTICLE 4 – RENT

4.1. Fixed Rent.

4.1.1. Tenant covenants and agrees to pay to Owner the Fixed Rent as set forth in this Paragraph 4.1 in advance on or before the 10th day of each month during the Term without any previous demand therefor. Payments of Rent required by this Lease shall commence on the Lease Commencement Date.

4.1.2. The "Fixed Rent" during the Term of this Lease means and shall mean as follows:

Period	Annual Sum	Monthly Installment
First – Fourth Lease Years	$24,000.00	$2,000.00
All Extension Periods	$24,000.00	$2,000.00

4.2. Method and Place of Payment of Rent; Late Payment; Sales Taxes.

4.2.1. All of the amounts payable by Tenant pursuant to this Lease are herein referred to collectively as "Rent." All Rent shall be paid by Tenant, without notice or demand, and without deduction, counterclaim or set-off and without abatement, except as otherwise provided herein, at law or in equity.

4.2.2. Tenant agrees to pay Rent to Owner as follows: Attn: Kenneth McGurn, P.O. Box 2900, Gainesville, FL 32602, or at such other location as Owner shall from time to time designate by written notice to Tenant.

4.2.3. If any payment of Rent or additional rent has not been received by Owner within five (5) business days after payment is due, then Tenant shall pay a late fee of 5% of such late payment.

4.2.4. Tenant shall be responsible for paying all sales tax as required by the Florida Department of Revenue, currently at the rate of 6.5% which could change, simultaneously with the

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payment of Rent.

4.3. <u>Additional Rent</u>.

4.3.1. Tenant further covenants and agrees to pay Owner the following amounts which shall be Additional Rent under this Lease:

(a) Any and all sums which may become due by reason of Tenant's Default as set forth in Article 5.

(b) All taxes becoming a lien or charge against the Premises to the extent that the same are assessed on the basis of the value of any furniture, furnishings, fixtures, machinery or equipment installed or used by Tenant, if and when paid by Owner.

4.3.2. In the event of any non-payment of Additional Rent, Owner shall have (in addition to all other rights and remedies) all the rights and remedies provided for herein or by law in the case of nonpayment of Rent.

4.4. Tenant's obligation to pay any and all Rent under this Lease shall survive any expiration or termination of this Lease.

4.5. <u>Net Rent</u>. It is the intention of the Owner and the Tenant that the rent herein specified shall be net to the Owner throughout the term of this Lease, and that Tenant shall pay and be responsible for the following costs, expenses and obligations incurred during the term of the Lease:

(a) All insurance premiums for the coverages required by Article 12 below.

(b) Repair and maintenance expenses as required herein.

(c) Personal property taxes, sales taxes, use taxes, rent taxes, receipts taxes, public and private utility charges, excises, levies, license and permit fees and other governmental impositions, charges and taxes, and any interest, fines and penalties with respect thereto, which at any time during the Term may be assessed, levied, confirmed, imposed upon or due and payable in respect of, or charged with the respect to the Premises, or any use or occupancy thereof by Tenant.

(d) Ad valorem real property taxes assessed against the Premises, provided, however, that Owner covenants and agrees to forward any and all notices of such taxes assessed on a timely basis to allow Tenant the option of paying such taxes at the discounted rates available for early payments. Ad valorem taxes for 2008 shall be paid by Tenant in full. In the event of termination of this Lease Owner and Tenant shall pro-rate the ad valorem taxes based upon the date of termination. Tenant's obligation to pay its pro-rata share of ad valorem taxes shall survive expiration or termination of this Lease.

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ARTICLE 5
DEFAULTS, REMEDIES, ETC.

5.1. Each of the following events shall be an "Event of Default" hereunder:

5.1.1. Failure of Tenant to pay any Rent or any item or part thereof, when due, and the continuance of such failure for a period of twenty (20) days following Tenant's receipt of written notice from Owner that such payment is due.

5.1.2. Failure to observe, fulfill or perform one or more of the other terms, conditions, covenants, or agreements of this Lease and the continuance of such failure for a period of thirty (30) days after notice by Owner specifying such failure (unless such failure cannot by its nature reasonably be cured within such thirty (30) day period, in which case no Event of Default shall be deemed to exist so long as Tenant shall have commenced curing the same within such thirty (30) day period and shall diligently and continuously prosecute the same to completion);

5.1.3. The filing of an application by Tenant for or a consent to the appointment of a receiver, trustee or liquidator of itself or of all of its assets; or the filing of Tenant of a voluntary petition in bankruptcy or the filing of a pleading in any court of record admitting in writing its inability to pay its debt as they become due; or the making by Tenant of a general assignment for the benefit of creditors; or the filing by Tenant of an answer admitting the material allegations of or consenting to or defaulting in answering a petition filed against it in any bankruptcy proceeding, unless, with respect to a default in so answering, such default is cured within thirty (30) days thereafter; or the entry of an order, judgment or decree by any court of competent jurisdiction adjudging Tenant a bankrupt or appointing a receiver, trustee or liquidator of it, or all of its assets, and such order, judgment or decree continuing unstayed and in effect for any period of sixty (60) consecutive days.

5.1.4. If Tenant vacates the Premises and leaves the Premises locked so as to prevent entry by Owner without having paid and satisfied Owner in full for all Rent or other sums then due or that may thereafter become due until the end of the Term.

5.1.5. If this Lease or the estate of Tenant hereunder shall be transferred to or assigned to or subleased to or shall pass to or devolve upon, any person or party, except in a manner herein permitted; or

5.1.6. If a levy under execution or attachment shall be made against Tenant or its property and such execution of attachment shall not be vacated or removed by court order, bonding or otherwise within a period of thirty (30) days; or

5.1.7. Tenant shall fail to comply materially with any of the terms or conditions of this Lease.

5.2. If an Event of Default shall occur, Owner shall have the following rights and remedies, without notice to Tenant in any instance except where expressly provided for below, in addition to all

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other rights and remedies available to Owner at law or in equity;

5.2.1. Owner may cure or perform for the account of Tenant any such matter or obligation in default by Tenant and Tenant shall immediately pay on account as Additional Rent any reasonable expenditures made and the amount of any reasonable obligations incurred in connection therewith, plus interest from the date of any such expenditure at the Default Rate;

5.2.2. Owner may accelerate all or any part of the Rent for the balance of the Term of this Lease and declare the same to be immediately due and payable.

5.2.3. Owner may serve notice upon Tenant that this Lease and the then unexpired Term shall cease and expire and terminate on the date specified in such notice, without any right on the part of Tenant to save the forfeiture by payment of any sum due or by the performance of any term, provision, covenant, agreement or condition broken; and, this Lease, as well as the right, title and interest of Tenant hereunder, shall then wholly cease and expire and terminate in the same manner and with the same force and effect (except as to Tenant's liability) as if the date fixed in such notice were the date herein granted for expiration of the Term. Thereupon, Tenant shall immediately quit and surrender to Owner the Premises and remove all occupants thereof. No such expiration or termination of this Lease shall relieve Tenant of its liability and obligations under this Lease;.

5.2.4. Owner may re-enter and repossess the Premises and any part thereof and attempt in its own name, as agent for Tenant, if this Lease not be terminated, or in its own behalf if this Lease be terminated, to relet all or any part of the Premises for and upon such reasonable terms and to such persons, firms or corporations and for such period or periods as Owner, in its reasonable discretion, shall determine, including the term beyond the termination of this Lease: and Owner shall not be required to accept any tenant offered by Tenant or observe any instruction given by Tenant about such with respect to such reletting or to the mitigation of damages. Tenant shall pay to Owner monthly, on the days when the Rent would have been payable under this Lease, the amount due hereunder less the amount obtained by Owner from such new tenant;

5.2.5. Notwithstanding anything contained herein, Owner shall reasonably attempt to mitigate its damages.

5.3. Suit or suits for the recovery of such deficiency or damages, or for a sum equal to any Rent may be brought by Owner, from time to time at Owner's election, and nothing herein contained shall be deemed to require Owner to await the date whereon this Lease or the Term hereof would have expired by limitation and had there been no such default by Tenant or termination.

5.4. No failure by Owner or Tenant to insist upon the strict performance of any covenant, agreement, term or condition of this Lease or to exercise any right or remedy consequent upon breach thereof, and no acceptance by Owner of full or partial Rent during the continuance of any such breach, shall constitute a waiver of any such breach or of such covenant, agreement, term or condition. No covenant, agreement, term or condition of this Lease to be performed or complied with by Owner or Tenant, and no breach thereof, shall be waived, altered or modified except by a written instrument

AND
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executed by Owner or Tenant, as the case may be. No waiver of any breach shall affect or alter this Lease, but each and every covenant, agreement, term and condition of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

5.5. Each right and remedy of Owner provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Owner of any one of more of the rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by Owner of any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise.

5.6. In the event enforcement is required of any of the covenants and provisions of this Lease, then the prevailing party shall be paid by the other party all costs and expenses, including reasonable attorneys' fees, incurred in any action brought on account of the provisions hereof, and all such costs, expenses, and attorneys' fees may be included in and form a part of any judgment entered in any proceeding brought on or under this Lease.

ARTICLE 6
PERMITTED USE; MANNER OF OPERATION; NO UNLAWFUL OCCUPANCY

6.1. Tenant shall use and occupy the Premises for the purpose of operating a funeral home, except no embalming operations shall be permitted on the premises, and no other use shall be made of the Premises without the written approval of Owner which shall not be unreasonably withheld, delayed or conditioned.

6.2. Tenant shall not use the Premises, or permit them to be used, in any manner that results in waste of the Premises or that constitutes a nuisance. Tenant shall not use the Premises, or permit them to be used, for any illegal purpose. Tenant, at its expense, will comply, and will cause its officers, employees, agents, and invitees to comply with all applicable laws and ordinances and with all applicable rules and regulations of governmental agencies concerning Tenant's specific use of the Premises.

6.3. Tenant will not suffer any act to be done or any condition to exist on or with respect to the Premises or omit to take any action which may make void or voidable any insurance then in force on the Premises.

6.4. Tenant shall not suffer or permit the Premises or any portion thereof to be used by the public as such, without restriction or in such manner as might reasonably tend to impair Owner's title to the Premises or any portion thereof, or in such manner as might reasonably make possible a claim or claims of adverse usage or adverse possession by the public, as such, or of implied dedication of the Premises or any portion thereof.

ARTICLE 7 - INSPECTION, MAINTENANCE, REPAIRS, AND REMODELING

7.1. Tenant shall keep the Premises, windows, floors, fixtures, trade fixtures, and appurtenances therein and all other items or installations which were installed or furnished by Tenant or made at Tenant's request and all other property belonging to Tenant in good order and condition at Tenant's sole cost and expense, and shall make all repairs thereto necessitated by the negligence, misfeasance or malfeasance of Tenant, its agents, its employees, its guests, its contractors or its invitees, or by its use of the Premises or any party thereof in a manner not customary for the purposes permitted hereunder. Tenant shall commit no waste in the Premises.

7.2. Tenant shall give to Owner or to its authorized agent prompt written notice of any injury, damage, accident or defect in or to the Premises, provided Tenant has actual knowledge of such.

7.3. Tenant, at its sole cost and expense, shall maintain and make all necessary repairs to electrical, plumbing, heating, air conditioning and ventilation system and its mechanical components which are located on and exclusively serving the Premises.

7.4. All repairs by Tenant shall be done in a good and workmanlike manner.

7.5. Except as hereinafter provided, there shall be no allowance to Tenant or diminution of Rent and no liability on the part of the Owner by reason of inconvenience, annoyance or injury to Tenant's business arising from the making of any repairs, alterations, additions, substitutions or improvements in or to any portion of the Premises or in and to the fixtures, appurtenances and equipment thereof.

7.6. In the event Tenant fails to perform its obligation to repair or maintain as set forth in this Article, or in the event of a bona fide emergency, then the Owner may make the repairs or perform the maintenance at its own expense.

7.6.1. Any reasonable costs incurred by Owner under this Article shall be payable by Tenant to Owner as Additional Rent on the next rental installment date, or, if there are no further rental installments under the terms of the Lease, within thirty (30) days or at the Termination Date, whichever occurs first.

7.7. At the Termination Date, Tenant shall surrender and deliver the Premises to Owner in as good a condition and state of repair as they were in at the Commencement Date, reasonable wear and tear and damage by fire, flood, or other casualty excepted.

ARTICLE 8 - UTILITIES AND REFUSE REMOVAL

8.1. Tenant shall pay all utility charges for water, electricity, heat, gas, telephone and cable service used in and about the Premises during the Term. Tenant shall pay all such charges directly to the utility company or municipality furnishing the services before the charges shall become delinquent and

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shall indemnify and hold Owner harmless from all liability therefor.

8.2. Additionally, Tenant shall pay for the removal of all refuse, garbage and rubbish from the Premises.

8.3. Owner shall incur no liability to Tenant whatsoever should any utility service become unavailable from any public utility company, public authority or any other person, firm or corporation, including Owner supplying or distributing such utility service. Under no circumstances shall Owner be liable to Tenant in damages or otherwise for any interruption in providing any utility or mechanical service for any reason, and the same shall not constitute a termination of this Lease or a constructive eviction.

ARTICLE 9 - ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

9.1. With Owner's consent, Tenant shall remodel the Leased Premises including but not limited to any and all required plumbing to support Tenant's business, and all painting and floor covering, at Tenant's sole expense; and Tenant shall submit all plans delineating Tenant's intended improvements to the Premises for Owner's prior approval. After Tenant's initial renovation, Tenant shall not make further structural alterations, additions or improvements to the Premises without prior written consent of Owner, which consent shall not be unreasonably withheld, delayed or conditioned.

9.2. Tenant may make non-structural alterations, additions, or improvements to the Premises but subject to and with the prior written consent of Owner, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, Tenant may make non-structural, decorative alterations to the Premises without the Owner's consent.

9.3. No alterations shall be undertaken until Tenant shall have procured and paid for, so far as the same may be required from time to time, all permits and authorizations of all applicable regulatory agencies and governmental units. Copies of all required permits and authorizations shall be delivered to Owner prior to the commencement of work on any alterations.

9.4. Tenant assumes all risk with respect to all alterations and agrees that all alterations shall comply with all requirements, including all matters pertaining to zoning of the Premises and Tenant shall indemnify, defend and hold Owner harmless from and against all liability, cost, expenses, charges, losses, damages and claims relating to any such matters, except as hereinabove stated.

9.5. All alterations, additions, or improvements to the Premises made by Tenant shall become the property of Owner at the Termination Date. Owner may, however, require that Tenant remove any or all alterations, additions, and improvements installed or made by Tenant not in compliance with any of the terms of this Lease. In the event that Owner requires Tenant to remove such alterations, additions, or improvements. Tenant shall repair any damage to the Premises caused by such removal, reasonable wear and tear excepted.

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ARTICLE 10 - TRADE FIXTURES: PERSONAL PROPERTY; SIGNS

10.1. Tenant shall have the right at all times to effect or install shelves, bins, counters, partitions, machinery, equipment, fixtures, or trade fixtures in, on, or about the Premises, provided that Tenant complies with all applicable governmental laws, ordinances, and zoning regulations regarding such items.

10.2. Owner may require that Tenant remove any or all furniture, fixtures, trade fixtures, machinery, and equipment erected or installed by Tenant, including but not limited to the furniture, fixtures, and equipment, and any other property placed on the Premises by Tenant, at the Termination Date. In the event that Owner requires Tenant to remove such property, Tenant shall repair any damage to the Premises caused by such removal prior to the Termination Date, reasonable wear and tear excepted.

10.3. All signage on the Leased Premises shall meet all municipal codes and Owner's approval, such approval not to be unreasonably withheld, delayed or conditioned.

ARTICLE 11 - DISCHARGE OF LIENS: CREDITORS

11.1. Tenant shall not create or permit to be created or to remain, and shall discharge, any lien, encumbrance or charge upon the Premises or any part thereof or interest therein or the income therefrom, and Tenant shall not suffer any other mater or thing whereby the estate, rights and interest of Owner in the Premises or any part thereof might be impaired. Any such lien or encumbrance purported to have been created shall be void.

11.2. If any lien, encumbrance or charge included in Paragraph 11.1 shall at any time be filed against the Premises or any part thereof or interest therein, then in addition to any other right or remedy, Owner may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit or by bonding proceedings. Any amount so paid by Owner and all costs and expenses incurred by Owner in connection therewith, shall constitute Additional Rent payable to Owner on demand.

11.3. Nothing in this Lease shall be deemed or construed in any way as constituting the consent or request of Owner, express or implied by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of labor or materials for any specific improvement, alteration to or repair of the Premises or any part thereof, nor as giving Tenant any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any lien against the Premises or any part thereof. Pursuant to Section 713.10 Florida Statutes, this Lease expressly provides that THE INTEREST OF THE LANDLORD SHALL NOT BE SUBJECT TO LIENS FOR IMPROVEMENTS MADE BY THE TENANT. The TENANT shall notify all contractors making improvements of this provision. The failure of the TENANT to provide such notice to the contractor shall render the contract between the TENANT and the contractor voidable at the option of the contractor. Should the Premises at any time hereafter be subjected to any such lien, then TENANT shall, within 15 days after written notice to TENANT of the existence of said lien, cause said lien to be bonded or discharged and otherwise shall hold LANDLORD harmless on account thereof. LANDLORD or LANDLORD'S agents shall at all reasonable times have the right to enter upon the Premises for the purpose of inspecting the same and

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for the purpose of posting or keeping posted notices of non-responsibility or any or all forms of notice reasonably necessary or proper to protect LANDLORD or the Premises against mechanic's or materialman's liens or charges, or other liens or charges which might or could arise out of the use of the Premises by TENANT and for any other reason LANDLORD deems necessary or desirable. TENANT shall have the right to contest, in good faith, and by appropriate legal proceedings, the validity or amount of any mechanic's, laborer's, materialman's, or other claimed lien or encumbrance, and in such event, shall indemnify and hold LANDLORD harmless from any cost and expense in connection therewith.

11.4. Tenant agrees that Owner shall have no liability to any party by reason of any agreement for the repair, restoration, alteration, rebuilding and demolition of the Premises, except to parties with whom Owner has contracted.

ARTICLE 12 - INSURANCE

12.1. During the Term, Tenant shall maintain, or cause to be maintained, of its sole cost and expense, policies of insurance, as follows:

12.1.1. Special Form Property Insurance: Tenant shall insure Tenant's property fixtures and equipment located on the Premises against loss or damage by fire, windstorm and such other casualties and events as may be procurable now or hereafter under the broadest form of extended coverage, for the full insurable value or replacement cost thereof, whichever is higher. Said insurance policy shall have endorsed thereon a "uniform standard replacement cost endorsement".

12.1.2. Liability Insurance: Tenant shall maintain insurance against public liability, including personal injury or property damage in or about the Premises or adjacent property or streets, resulting from the occupation, use or operation of the Premises. Such insurance shall be in the amount as would be carried by prudent owner of comparable property, but not less than a combined single limit for bodily injury and property damage of $1,000,000.00 per occurrence and $5,000,000.00 in the aggregate. This limit may be obtained through combining primary CGL, and excess/umbrella polices.

12.1.3. Statutory Workers Compensation insurance and Employers Liability in such amounts and form as required by applicable law.

12.2. Owner will not carry separate insurance of any kind but will be carried as an additional named insured on Tenant's Liability Insurance Policies entitled to direct notice of cancellation.

12.3. A certificate of insurance reflecting coverage required by this section shall be provided to the Owner prior to the Tenant's use or occupancy of the Premises. The certificate shall be signed by the insurer or its agent. If Tenant fails to provide such certificates upon Owner's delivery of possession to Tenant, or if Tenant allows any insurance required under this Article to lapse, Owner may, at its option, take out and pay the premiums on the necessary insurance to comply with Tenant's obligations under the provisions of this Article. All amounts paid by Owner to procure and maintain such insurance shall constitute Additional Rent payable to Owner on demand.

ARTICLE 13 - DAMAGE OR DESTRUCTION OF PREMISES

13.1. If the Premises should be so destroyed by fire, flood, or other casualty, such that rebuilding or repairs cannot reasonably be completed within sixty (60) days, this Lease shall terminate upon the written election of Tenant with notice given to the Owner within thirty (30) days of the date of the casualty, and rent shall be abated for the unexpired portion of this Lease, effective as of the date of the casualty.

13.2. If the Premises should be damaged by fire, flood, or other casualty, but not to such an extent that rebuilding or repairs cannot reasonably be completed within sixty (60) days, this Lease shall not terminate except as follows:

13.2.1. If the partial destruction of the Premises occurs prior to the final eighteen months of the Term, Tenant shall, at its sole cost and risk, proceed immediately to rebuild or repair the Premises to substantially the condition in which they existed prior to such damage. If the Premises are uninhabitable in whole or in part following the damage, the Rent payable during the period in which they are uninhabitable shall be adjusted equitably. In the event that such rebuilding or repairs are not completed within sixty (60) days from the date of written notification by Tenant to Owner of the occurrence of the damage, Tenant or Owner may terminate this Lease by written notification to the other party. On such notification, all rights and obligations under this Lease shall cease.

13.2.2. If partial destruction of the Premises occurs in the final eighteen months of the Term, Tenant shall not be obligated to rebuild or repair the Premises, and if the Premises are uninhabitable in whole or in part following such damage, Tenant may elect, by written notice to Owner within thirty (30) days after such partial destruction, to terminate the Lease, or to continue the Lease with the Rent for the remainder of the Lease period adjusted equitably, or to repair or rebuild the Premises to substantially the condition in which they existed prior to such damage.

13.3. Nothing herein shall require Tenant to spend any funds in excess of any insurance proceeds received by Tenant.

ARTICLE 14 – CONDEMNATION

14.1. If, during the term of this Lease, all or substantially all of the Premises should be taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, this Lease shall terminate, and the Rent due for the unexpired portion of this Lease shall be abated, effective as of the date of the taking of the Premises by the condemning authority.

14.2. In the event that less than the whole or substantially the whole of the Premises shall be so condemned or taken permanently or in the event that the whole or substantially the whole of the Premises

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is condemned which results in substantial detriment to Tenant in the conduct of its business upon the Premises, then Tenant may elect to cancel this Lease upon written notice to Owner within thirty (30) days after the date of such taking, and thereupon this Lease shall terminate upon the date Tenant may specify in said notice. In no event shall Owner be obligated to restore the Premises upon such taking or condemnation. Upon any such taking or condemnation and the continuing in force of this Lease as to any part of the Premises, the Rent shall be abated by an amount representing the part of the Rent properly allocable to the portion of the Premises which may be so condemned or taken.

14.3. In the event of the termination of this Lease pursuant to the provisions of Section 14.1 or 14.2, this Lease, and the Term and estate hereby granted, shall expire as of the date of such termination in the same manner and with the same effect as if that were the date set for the normal expiration of the Term of this Lease, and the Fixed Rent shall be apportioned as of such date.

14.4. Owner shall be entitled to receive the entire award arising from any condemnation proceeding without deduction therefrom from any estate vested in Tenant by this Lease, and Tenant shall receive no part of such award or awards, except as provided in Section 14.5. Tenant hereby expressly assigns to Owner any and all of its right, title and interest in or to such award or awards or any part thereof.

14.5. Notwithstanding the foregoing, in the event of any condemnation or taking pursuant to this Article, Tenant shall be entitled to appear, claim, prove and receive in the condemnation proceeding such amounts as may be separately awarded to Tenant for removal expenses, business dislocation, damages and moving expenses. In the event the condemning authority awards one lump sum to Owner for any taking, Tenant shall be entitled to a reasonable and equitable portion of such sum for Tenant's loss of leasehold and removal and relocation of its personal property.

ARTICLE 15 - ENTRY BY OWNER

15.1. Upon prior notice, Tenant shall permit Owner and Owner's agents, representatives, and employees to enter onto the Premises at all reasonable times for the purpose of inspection, maintenance, making repairs or alterations to the Premises, or any other purpose necessary to protect Owner's interest in the Premises or to perform Owner's duties under this Lease. Owner shall also have the right to enter the Premises at reasonable times upon reasonable prior written notice, for the purpose of exhibiting it to prospective purchasers, lessees (only during the last six months of the Term) or mortgagees, provided, however, Owner shall not unreasonably interfere with Tenant's use of the Premises.

15.2. In the case of an emergency, Owner shall have the right to enter the Premises for such reasonable purposes as Owner, in its sole discretion, may find appropriate.

ARTICLE 16 - ASSIGNMENT AND SUBLEASE

16.1. Except as otherwise provided in this Lease, Tenant shall not sublet, assign, encumber,

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or otherwise transfer this Lease, any right or interest in this Lease, the Premises, or any portion thereof, or the improvements on the Premises, without the written consent of Owner.

16.2. Tenant, upon requesting assignment or sublease of this Lease, shall provide Owner with such proof of credit worthiness, guarantees, pledges of credit, or security instruments executed by Tenant's assignee or sublessee as may be reasonably required by Owner to provide Owner with a degree of assurance and security for the faithful performance by Tenant's assignee or sublessee of all of the covenants, agreements, and other obligations under this Lease which is no less favorable to Owner than the degree of assurance and security provided by Tenant.

16.4. In the event Owner consents in writing to an assignment, sublease, or other transfer of all or any of Tenant's rights under this Lease, the assignee or sublessee must assume all of Tenant's obligations under this Lease. Owner shall not be required buy may, in its sole discretion, release Tenant of such obligations upon or after approval of the request assignment or sublease.

16.5. Notwithstanding anything contained herein, Tenant shall have the absolute right to assign this Lease to any entity which is wholly owned and controlled by Tenant without the consent of Owner. Tenant shall have the right to assign this Lease with the prior written consent of Owner, which shall not be unreasonably withheld, delayed or conditioned to any entity which has purchased substantially all of the stock or assets of Tenant's business.

16.6. Owner may assign or transfer any or all of its interests under the terms of this Lease.

ARTICLE 17
OWNER'S MORTGAGES; SUBORDINATION; ATTORNMENT; ESTOPPEL

17.1. Without the necessity of any additional document being executed by Tenant for the purpose of effecting a subordination, Tenant agrees that this Lease and Tenant's tenancy hereunder are and shall be automatically subject and subordinate at all times to the lien of any one or more mortgagees heretofore or hereafter executed in any amount whatsoever for which Owner's interest or estate in the Premises or any portion thereof is specified as security (whether or not other security is included as well) and renewals, modifications, consolidations, replacements, and extensions of any of the foregoing. Any of the foregoing mortgages is herein called an "Owner's Mortgage" and more than one of such mortgages are called "Owner's Mortgages". Notwithstanding the foregoing, Owner shall have the right to subordinate or cause to be subordinated any such lien to this Lease. Tenant covenants and agrees to execute and deliver, upon demand by Owner, the holder of any Owner's Mortgages or Owner's successor in interest and in a reasonable and customary form requested by Owner or any such other party, any additional documents evidencing the priority or subordination of this Lease with respect to any such lien of any such Owner's Mortgage. Owner hereby agrees that any Owner's Mortgage executed after this Lease shall expressly recognize and acknowledge the existence of this Lease and any contract for the sale of the Premises shall likewise recognize and be subject to the terms of this Lease, except as expressly set forth in this Lease.

17.2. Tenant shall attorn to and recognize as Owner under the Lease any transferee of Owner's

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interest in the Lease, whether or not in connection with the transfer of the Premises, and whether by voluntary or involuntary sale, assignment or transfer, including but not limited to any purchaser which shall succeed to the interest of Owner hereunder at any foreclosure sale or at any sale under a power of sale contained in any Owner's Mortgage or any part thereof and all renewals, replacements, modifications, consolidations and extensions thereof, if any, for the balance then remaining of the Term. Tenant shall execute and deliver in recordable form whatever reasonable and customary instruments may be required to acknowledge such agreement to attorn.

17.3. Tenant, at any time and from time to time upon not less than ten (10) business days' prior written notice from Owner, will execute, acknowledge and deliver to Owner and, at Owner's request, to any prospective purchaser, and to any prospective or existing holder of an Owner's Mortgage, a certificate of Tenant certifying that: Tenant has accepted the Premises (or, if Tenant has not done so, that Tenant has not accepted the Premises and specifying the reasons therefor); Tenant has entered into possession of the Premises; the Commencement Date and Term; the amount of the Rent payable under the Lease; this Lease is the entire agreement between the parties relating to the Premises and is unmodified and in full force and effect (or, if there have been modifications, that same is in full force and effect as modified and stating the modifications) and has not been assigned; whether or not there are then existing any defenses against the enforcement of any of the obligations of Tenant under this Lease (and, if so, specifying same); whether or not there are then any defaults by Owner in the performance of its obligations under this Lease (and, if so, specifying same); the date, if any, to which the Rent and other charges under this Lease have been paid in advance of its due date; and any other information that may reasonably be required by any of such persons. It is intended that any such certificate of Tenant delivered pursuant to this Paragraph may be relied upon by Owner, any prospective purchaser, and any prospective or existing holder of an Owner's Mortgage. Tenant's failure to deliver such certificate within said ten (10) business day period shall be an Event of Default hereunder.

17.4 Owner shall use commercially reasonable efforts to attempt to obtain from any existing or prospective holder of any Owner's Mortgage a non-disturbance agreement for the benefit of Tenant.

ARTICLE 18 - OWNER NOT LIABLE; EXONERATION.

18.1. Owner shall not in any event whatsoever be liable for any injury or damage to any property on, in or about the Premises, or for any damage to the Premises, or to any property, whether belonging to Tenant or any other person, caused by any fire or other casualty, defect, event or condition in all or any part of the Premises, or from the elements or attributable to the use, misuse or abuse of all or any part of the Premises, or from any other cause, except to the extent of the negligence or misconduct of Owner or its representatives.

18.2. Notwithstanding anything contained in this Lease to the contrary, Tenant shall not in any event whatsoever be liable for any injury or damage caused by Owner's negligence or willful misconduct. Owner shall exonerate and save harmless Tenant against and from all liabilities, suits, obligations, fines, damages, penalties, claims, losses, costs, charges and expenses, including reasonable attorneys' fees, by or on behalf of any person which may be imposed upon or incurred by or asserted against Tenant by reason of any act or omission or willful misconduct on the part of Owner or any of its or their agents,

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contractors, servants, employees, licensees or invitees: and any failure on the part of Owner to perform or comply with any of the covenants, agreements, terms or conditions contained in this Lease.

18.3. In addition to any other provisions of this Lease, Tenant shall exonerate and save harmless Owner against and from all liabilities, suits, obligations, fines, damages, penalties, claims, losses, costs, charges and expenses, including reasonable attorneys' fees by or on behalf of any person which may be imposed upon or incurred by or asserted against Owner by reason of any of the following occurring during the Term: any work, thing or activity in, on or about the Premises performed by Tenant: any act or omission on the part of Tenant or any subtenant or any of its or their agents, contractors, servants, employees, licensees or invitees;: any failure on the part of Tenant to perform or comply with any of the covenants, agreements, terms or conditions contained in this Lease. All indemnities contained in this Lease shall survive the expiration or earlier termination of this Lease.

18.4. Notwithstanding anything contained herein or any laws to the contrary, Tenant and Owner shall not be liable for incidental, indirect, special or consequential damages.

18.5. The references to "Tenant" in this Lease shall be limited to the individuals named as Tenant hereunder.

ARTICLE 19 - NOTICES

19.1. Any notice or demand required or permitted to be given by the terms and provisions of this Lease, or by any law or governmental regulations, either by Owner to Tenant, or by Tenant to Owner, shall be in writing as follows:

<u>Owner</u>: RIDGEWOOD FUNERAL PROPERTIES, LLC
Attn: Kenneth McGurn, Manager
P.O. Box 2900
Gainesville, FL 32602

<u>Tenant</u>: Cardwell Funeral Home, Inc.
Attn: Lowell Lohman, President
725 W. Granada Blvd., Suite 48
Ormond Beach, FL 32174

19.2. Unless otherwise required by such law or regulations, such notice or demand shall be given, and shall be deemed to have been given by the sending party and received by other party five (5) business days after the date on which the sending party shall have deposited such notice or demand by registered or certified return receipt requested mail with the U.S. Postal Service, or one business after the date on which the sending party shall have deposited such notice or demand with a reputable overnight mail carrier where evidence of delivery is issued upon dispatch, addressed to the other party at its respective address set forth in the caption to this Lease, or the day upon which such notice or demand is hand delivered to the other party.

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19.3. Either party may designate a different address or addresses for notices or demands to it by delivering written notice of such change in accordance with this Article.

ARTICLE 20 - COVENANTS

20.1. Tenant shall promptly fulfill and comply with all laws, ordinances, regulations and requirements of the city, county, state and federal governments and any and all departments thereof having jurisdiction over the Premises, relating to Tenant's occupancy of the Premises or the business conducted therein, and shall indemnify and save Owner harmless from any and all penalties, fines, costs or damages resulting from Lessee's failure to do so.

20.2. Tenant shall use every reasonable precaution against fire.

20.3. Tenant shall not use or operate any equipment or machinery, that is harmful to the Premises.

20.4. Tenant shall not place in any portion of the Premises any objects of a size or weight greater than that which the floor of the Premises can safely support.

20.5. In no event shall Tenant have any obligation to supply any financial, confidential or proprietary information to Owner, Owner's mortgagees or any other party for any reason whatsoever.

20.6. Tenant shall cease all embalming operations at the Premises and subsequently Tenant covenants and agrees not to introduce in, on or about any portion of the Premises, any asbestos, polychlorinated biphenyls, petroleum products, including but not limited to liquid propane (LP gas) cylinders of any size, or any hazardous, toxic or combustible materials, wastes and substances regulated under Environmental Laws or otherwise potentially harmful to human health or the environment ("Hazardous Materials"), other than those Hazardous Materials defined below and used by Tenant in the ordinary course of Tenant's business which may be properly installed or stored in accordance with federal, state or local laws, rules or regulations relating to pollution or protection of the environment or human health ("Environmental Laws"). Tenant further covenants and agrees to indemnify, protect and save Owner harmless against and from any and all damages, losses, liabilities, demands, defenses, judgments, suits, proceedings, costs, disbursements or expenses or any kind or of any nature whatsoever (including, without limitation, attorneys' and experts' fees and disbursements) which may at any time be imposed upon, incurred by or asserted or awarded against Owner and arising from or out of any Hazardous Materials on, in, under or affecting all or any portion of the Premises. The above notwithstanding, Tenant shall not bring upon, keep, store, use or dispose of any Hazardous Materials on, in, under or about the Premises, except for the following: (i) gas, diesel fuel, oil and other petroleum products and petroleum by-products which are contained within or may drip in normal amounts from motor vehicles on parking and truck-loading areas surrounding the Premises; (ii) Hazardous Materials contained within Tenant's products, equipment or inventory and which do not pose any significant threat of being released into the environment, or (iii) general office or warehouse supplies (including, without limitation, ordinary cleaning chemicals and solutions) or equipment used for their intended purpose and

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not posing any significant threat of contamination of the Premises. Tenant shall store and/or dispose of any hazardous materials in complete compliance with all applicable Environmental Laws.

20.7 Tenant at Tenant's expense shall within 30 days from the Lease commencement have the septic tank serving the Premises pumped out including the removal of any material or sludge at the bottom of the tank. Tenant shall also have the septic tank pumped out at the termination of the lease.

20.8 Tenant at Tenant's expense shall within 30 days from the Lease commencement date engage Good Environmental Solutions, Inc. to conduct additional sampling and testing for hazardous/regulated substances in the areas of the Premises as recommended by Good Environmental Solutions, Inc. and directed by the Owner. In the event any testing indicates levels of regulated substances in concentrations requiring remediation under applicable governmental law or regulations then in that event Tenant shall remediate the Premises such that the Premises is in conformance with applicable environmental laws or regulations. Tenant shall commence remediation activities within 60 days and use continuous and diligent efforts to complete the remediation in a commercially reasonable time period.

20.9 The obligations under this article shall survive the termination or expiration of this Lease.

ARTICLE 21 - TERMINATION; SURRENDER OF PREMISES

21.1. This Lease shall terminate at the end of the Term as and if extended, without the necessity of any notice from either Owner or Tenant to terminate the same.

21.2. On the Termination Date, Tenant shall have complied with the provisions of Paragraphs 10.2 and 10.3 hereof and shall have returned to Owner all keys to the Premises so that Owner may repossess the Premises not later than 6:00 p.m. on the Termination Date, and Tenant shall quit and deliver the Premises to Owner on the Termination Date peaceably and quietly in as good order and condition as the same are on the Commencement Date or may thereafter be improved by Owner or Tenant, reasonable use and wear thereof, fire, unavoidable casualty damage and repairs which are Owner's obligation excepted.

21.3. Tenant's obligation to observe or perform this covenant shall survive the expiration of the Term or other termination of this Lease.

ARTICLE 22 - QUIET ENJOYMENT

22.1. Owner covenants that, subject to the other terms of this Lease, if and so long as Tenant shall faithfully perform the agreements, terms, covenants and conditions hereof, except as otherwise specifically provided in the Lease, Owner shall not disturb Tenant in Tenant's right to possession of the Premises under the Lease.

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ARTICLE 23 - EXCUSE OF PERFORMANCE

23.1. This Lease and the obligations of Tenant to pay Rent hereunder and perform all of the other covenants, agreements, provisions and conditions hereunder shall in no way be affected, impaired or excused because Owner is unable to fulfill or is delayed in fulfilling any of its obligations under this Lease including without limitation the supplying of any service, if Owner is prevented or delayed from so doing by reason of any cause whatsoever beyond Owner's reasonable control, including but not limited to, accidents, acts of God, strikes, labor disputes, governmental preemption in connection with a national emergency or by reason of an rule, order or regulation of any department or subdivision thereof of any governmental agency or by reason of the conditions of supply and demand which have been or are affected by war, hostilities, or similar emergency.

ARTICLE 24 - MISCELLANEOUS

24.1. Parties Bound. This Lease shall be binding upon, and inure to the benefit of, the parties to the Lease and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this Lease.

24.2. Florida Law To Apply. This Lease shall be governed by and construed in accordance with the laws of the State of Florida. All obligations of the parties created by this Lease are to be performed in Volusia County, Florida.

24.3. Legal Construction. In the event any one or more of the provisions contained in this Lease shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of the Lease, and this Lease shall be construed as if the invalid, illegal, or unenforceable provision had never been included. In the event it is submitted that any term or condition of this Lease is susceptible of more than one reasonable interpretation, then said term or condition shall not be construed against either party, notwithstanding that it was drafted in whole or in part by said party.

24.4. No Third Party Beneficiaries. Nothing contained in this Lease shall be construed so as to confer upon any other party the rights of a third party beneficiary except rights contained herein for the benefit of an Owner's Mortgagee.

24.5. Amendment. No amendment, modification, or alteration of the terms of this Lease shall be binding unless it is in writing, dated subsequent to the date of this Lease, and duly executed by the Owner and Tenant.

24.6. Unavoidable Delay. Neither Owner nor Tenant shall be required to perform any term, condition, or covenant in this Lease so long as such performance is hindered or prevented by unavoidable delays. For purposes of this Paragraph, unavoidable delays shall be defined as: natural disasters, strikes, lockouts, or labor disputes, governmental regulations, restrictions, or controls; enemy or hostile government action; civil riots; fire; floods; nuclear accidents; and any other cause not reasonably within the control of Owner or Tenant and that by the exercise of due diligence Owner or Tenant is unable,

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wholly or in part, to present or overcome.

24.7. Time of Essence. Time is of the essence as to all obligations of Tenant and Owner provided by this Lease.

24.8. Number and Gender. All words and terms used in this Lease, regardless of the number and gender in which used, shall be deemed to include any other number and any other gender as the context to the use thereof may require; and the use herein of the words "successors and assigns" or "successors or assigns" of Owner or Tenant shall be deemed to include the heirs, legal representatives and assigns of any individual Owner or Tenant.

24.9. Counterparts. This instrument may be executed in any number of counterparts, each of which shall be deemed an original for all purposes and all of which shall be one and the same document.

24.10. Independent Covenants. Each covenant, agreement, obligation or other provision of this Lease shall be deemed and construed as a separate and independent covenant of Tenant, not dependent on any other provision of this Lease.

24.11. No Joint Venture or Partnership. Any intention to create a joint venture or partnership or any relationship other than lessor and lessee between the parties hereto is hereby expressly disclaimed.

24.12. Prior Agreements Superseded. This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof, all negotiations, considerations and representations between the parties having been incorporated herein. No course of dealings between the parties or their officers, employees, agents or affiliates shall be relevant or admissible to supplement, explain, or vary any of the terms of this Lease. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior agreement between the parties or their affiliates shall not be relevant or admissible to determine the meaning of any of the terms of this Lease. No representations, understanding, or agreements have been made or relied upon in the making of this Lease other than those specifically set forth herein.

24.13 Non-Compete. In consideration of Tenant entering into this Lease and other good and valuable consideration the sufficiency of which is hereby acknowledged, the Owner covenants upon the expiration or termination of the Lease that Owner shall not to operate a business on the Premises providing funeral or cremation services nor shall Owner lease the Premises to a person or entity that provides funeral or cremation services. The covenants in this paragraph 24.13 shall survive the termination or expiration of the lease for five (5) years. This provision shall be of no force or effect in the event Tenant is evicted from the Premises for breach of this Lease by judicial order.

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IN WITNESS WHEREOF, the parties have executed this Lease effective the day and year first above written.

In the presence of:

OWNER
RIDGEWOOD FUNERAL PROPERTIES, LLC

By ______________________
Kenneth R. McGurn, Manager

TENANT
CARDWELL FUNERAL HOME, INC.

By ______________________
Lowell Lohman, President

GUARANTY

The obligations of the Tenant under this Lease, including but not limited to Rent payments to Owner and any environmental remediation, are unconditionally guaranteed by Lowell Lohman and Nancy Lohman in their individual capacity.

____
Lowell Lohman

____
Nancy Lohman

SPRUCE CREEK HIGH SCHOOL

November 13,2014

Mr. Mayor & City Council,

My name is Cameron McClelland and I currently teach and coach at Spruce Creek HS. As head coach of the high school softball program I was absolutely thrilled when Port Orange constructed the Coraci Fields; however, I feel as though the rates to use those fields are too much for a self-sufficient program such as ours. The biggest burden is the new $50 fence fee that equates to $200 more for each event Spruce Creek Softball hosts. $200 is roughly the amount of money it costs us for balls for our season. That is a ton of money when we don't receive any help from other sources within Volusia County or school athletic department. The entry fees that we charge other teams are in line with other tournaments hosted around the state and right now those fees just barely cover the costs of the fields. In order to bring in any money we have to do a bang-up job on concessions. If that $100 concession fee was waived then it would be easier to justify my coaches and parents hard work to host the different competitions and events. I am not looking to short change any staff or maintenance workers, but rather I am asking for the council to consider waiving unnecessary fees to help a local, public school softball program.

Fees requested to be waived:

- Fence set up fee
- Concession fee
- Light fee

Thanks for your consideration,

Cameron McClelland
Head Softball Coach

8ol Taylor Road
Port Orange, FL 32127
(386) 322-6272) or (386) 756-7200
Fax: (386) 756-7270
http://www.sprucecreekhigh.com

CITY OF PORT ORANGE

1000 City Center Circle, Port Orange, FL 32129

Cameron McClelland - Spruce Creek HS Softball

Monday, November 03, 2014

PO#

MAKE ALL CHECKS PAYABLE TO THE CITY OF PORT ORANGE
MAIL ALL CHECKS TO PARKS AND RECREATION ATTN: JOSH ANDERSON
4655 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129

Invoice ESTIMATE

ITEM / EVENT		DUE	PAID
January 31st 2015 Spruce Creek HS Softball			
Friday- set up			
$35 per Field	4 Fields	$140.00	
$50 per Fence	4 Fences	$200.00	
Saturday, January 31st			
Coraci Field #1 without lights	$10/hr 10-2pm	$ 40.00	
Coraci Field #2 without lights	$10/hr 10-2pm	$ 40.00	
Coraci Field #3 without lights	$10/hr 10-2pm	$ 40.00	
Coraci Field #4 without lights	$10/hr 10-2pm	$ 40.00	
Conession stand		$ 100.00	
Sub Total		$600.00	
Tax		Exempt	
Staff (10:00am- 2:00pm) on Saturday	$25 per hour	$ 100.00	
Sub Total		$700.00	
Amount Due		$700.00	

PLEASE PAY BY JANUARY 28TH, 2015

TO HELP WITH BOOKKEEPING PLEASE ENCLOSE THIS INVOICE WITH PAYMENT
We will need your insurance policy.
There could be additional fees due to increased services
Parks staff will be in charge of trash, restocking the bathrooms and some field maintenance.

Invoiced by: Josh Anderson

CITY OF PORT ORANGE

1000 City Center Circle, Port Orange, FL 32129

Cameron McClelland - Spruce Creek HS Softball

Monday, November 03, 2014

PO#

MAKE ALL CHECKS PAYABLE TO THE CITY OF PORT ORANGE
MAIL ALL CHECKS TO PARKS AND RECREATION ATTN: JOSH ANDERSON
4655 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129

Invoice ESTIMATE

ITEM / EVENT		DUE	PAID
February 21st 2015 Spruce Creek HS Softball			
Friday- set up			
$35 per Field	4 Fields	$140.00	
$50 per Fence	4 Fences	$200.00	
Saturday, February 21st			
Coraci Field #1 without lights	$10/hr 9am-3pm	$ 60.00	
Coraci Field #2 without lights	$10/hr 9am-3pm	$ 60.00	
Coraci Field #3 without lights	$10/hr 9am-3pm	$ 60.00	
Coraci Field #4 without lights	$10/hr 9am-3pm	$ 60.00	
Conession stand		$ 100.00	
Sunday			
Coraci Field #1 without lights		na	
Coraci Field #2 without lights		na	
Coraci Field #3 without lights		na	
Coraci Field #4 without lights		na	
Concession stand		na	
Sub Total		$680.00	
Tax		Exempt	
Staff (9:00am- 1:00pm) on Saturday	$25 per hour	$ 100.00	
Sub Total		$780.00	
Amount Due		$780.00	

PLEASE PAY BY FEBRUARY 18TH, 2015

TO HELP WITH BOOK KEEPING PLEASE ENCLOSE THIS INVOICE WITH PAYMENT
We will need your insurance policy.
There could be additional fees due to increased services
Parks staff will be in charge of trash, restocking the bathrooms and some field maintenance.

Invoiced by: Josh Anderson

CITY OF PORT ORANGE

1000 City Center Circle, Port Orange, FL 32129

Cameron McClelland - Spruce Creek HS Softball

Friday, September 26, 2014

PO#

MAKE ALL CHECKS PAYABLE TO THE CITY OF PORT ORANGE
MAIL ALL CHECKS TO PARKS AND RECREATION ATTN: JOSH ANDERSON
4655 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129

Invoice ESTIMATE

ITEM / EVENT		DUE	PAID
March 20th-21st 2015 Spruce Creek HS Softball			
Friday morning set up			
$35 per Field	4 Fields	$140.00	
$50 per Fence	4 Fences	$200.00	
Friday, March 20th			
Coraci Field #1 with lights		$ 135.00	
Coraci Field #2 with lights		$ 135.00	
Coraci Field #3 with lights		$ 135.00	
Coraci Field #4 with lights		$ 135.00	
Conession stand		$ 100.00	
Saturday, March 21st			
Coraci Field #1 without lights		$ 100.00	
Coraci Field #2 without lights		$ 100.00	
Coraci Field #3 without lights		$ 100.00	
Coraci Field #4 without lights		$ 100.00	
Concession stand		$ 100.00	
Sub Total		$ 1,480.00	
Tax		Exempt	
Staff Friday			
Parks Staff (1:00pm- 10:00pm)	$25 per hour	$ 225.00	
Part time Staff (3:00pm-8:00pm)	$10 her hour	$ 50.00	
Staff Saturday			
Parks Staff (9:00am- 3:00pm)	$25 per hour	$ 150.00	
Part time Staff (11:00am-6:00pm)	$10 her hour	$ 70.00	
Sub Total		$ 1,975.00	
Amount Due		$1,975.00	

PLEASE PAY BY MARCH 18TH, 2015

TO HELP WITH BOOK KEEPING PLEASE ENCLOSE THIS INVOICE WITH PAYMENT
We will need your insurance policy.
There could be additional fees due to increased services

Parks staff will be in charge of trash, restocking the bathrooms and some field maintenance.

Invoiced by: Josh Anderson

CITY OF PORT ORANGE

1000 City Center Circle, Port Orange, FL 32129

Cameron McClelland - Spruce Creek HS Softball

Monday, November 03, 2014

PO#

MAKE ALL CHECKS PAYABLE TO THE CITY OF PORT ORANGE
MAIL ALL CHECKS TO PARKS AND RECREATION ATTN: JOSH ANDERSON
4655 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129

Invoice ESTIMATE

ITEM / EVENT			DUE	PAID
April 13th, 14th & 16th 2015 Spruce Creek HS Softball				
Monday April 13th				
$35 per Field	4 Fields		$140.00	
$50 per Fence (one time charge)	4 Fences		$200.00	
Coraci Field #1 $10/hr w/o lights, $20/hr with lights: 5-7pm w/o 7-9pm with			$ 60.00	
Coraci Field #2 $10/hr w/o lights, $20/hr with lights: 5-7pm w/o 7-9pm with			$ 60.00	
Coraci Field #3 $10/hr w/o lights, $20/hr with lights: 5-7pm w/o 7-9pm with			$ 60.00	
Coraci Field #4 $10/hr w/o lights, $20/hr with lights: 5-7pm w/o 7-9pm with			$ 60.00	
Conession stand			$ 100.00	
Tuesday April 14th				
$35 per Field	2 Fields		$70.00	
Coraci Field #1 $10/hr w/o lights, $20/hr with lights: 5-7pm w/o 7-9pm with			$ 60.00	
Coraci Field #2 $10/hr w/o lights, $20/hr with lights: 5-7pm w/o 7-9pm with			$ 60.00	
Concession stand			$ 100.00	
Thursday April 16th				
$35 per Field	1 Fields		$35.00	
Coraci Field #2 $10/hr w/o lights, $20/hr with lights: 5-7pm w/o 7-9pm with			$ 60.00	
Sub Total			$1,065.00	
Tax			Exempt	
Staff Monday				
Part Time Staff (5:00pm - 9:00pm)	$10 per hour		$ 40.00	
Staff Tuesday				
Part Time Staff (5:00pm - 9:00pm)	$10 per hour		$ 40.00	
Staff Thursday				
Part Time Staff (5:00pm - 9:00pm)	$10 per hour		$ 40.00	
Sub Total			$ 1,185.00	
Amount Due			$1,185.00	

PLEASE PAY BY APRIL 10TH, 2015

TO HELP WITH BOOK KEEPING PLEASE ENCLOSE THIS INVOICE WITH PAYMENT
We will need your insurance policy.
There could be additional fees due to increased services
Parks staff will be in charge of trash, restocking the bathrooms and some field maintenance.

Invoiced by: Josh Anderson

November 14, 2014

Manager Harden,

Request for Agenda item for council meeting Tuesday, December 2, 2014

The Old Police Department Building and Property: Council needs to make a decision on whether or not the "old police department", which is the property and building at 1395 Dunlawton Avenue, should remain in the city inventory to be used for future growth and service needs, or should it be sold. This property was vacated by the police department nearly 5 years ago and to date no definitive decision by the council has been made as to the future of the property.

REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
NOVEMBER 11, 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 AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

4. Recognition Awards

Jerry Monahan, Police Chief, provided awards to employees and citizens.

PUBLIC HEARING

5. Second 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
was made by Vice Mayor Burnette, and

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

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

Mayor Green read Ordinance No. 2014-22.

<u>ORDINANCE NO. 2014-22</u>

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.

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

7. <u>Second Reading – Ordinance No. 2014-23</u> – 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.

<u>ORDINANCE NO. 2014-23</u>

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.

Margaret Roberts, City Attorney, advised of a name change of the mortgage holder.

Motion to adopt Ordinance No. 2014-23 was made by Vice Mayor Burnette, and Seconded by Councilman Kennedy. Motion carried unanimously by roll call vote after no public comments.

Item #30 was heard at this time.

8. 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

Mayor Green read Ordinance No. 2014-26.

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.

Motion to adopt Ordinance No. 2014-26 was made by Vice Mayor Burnette, and Seconded by Councilman Kennedy. Motion carried unanimously by roll call vote after no public comments.

Councilman Ford welcomed the clean-up ordinances and hopes to see more.

9. 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

Mayor Green read Ordinance No. 2014-27.

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.

Motion to adopt Ordinance No. 2014-27 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

10. Construction Regulation Board Appointment

Motion to nominate Glejuanda Davis was made by Vice Mayor Burnette, and Seconded by Mayor Green.

Motion to nominate Darrel Bofamy was made by Councilman Bastian, and Seconded by Councilman Ford.

Darrel Bofamy introduced himself and provided details of his background.

Motion to appoint Glejuanda Davis carried 3-2 by roll call vote, with Councilmen Ford and Bastian voting no.

No vote as to Mr. Bofamy since Ms. Davis was appointed. There is only one position open at this time. Mr. Bofamy was thanked for his interest in serving and asked to consider another board position.

11. Citizen Advisory Committee for TPO

Bobby Ball will provide a report in December 2014.

CITIZEN PARTICIPATION (Non-Agenda – 15 minutes)

Richard Kortes, citizen, invited Council and the public to visit the VA Wellness Center on Clyde Morris Blvd.

COUNCIL COMMENTS

12. Comments/Concerns from Council Members

Councilman Kennedy said the sign board being used for the City Center Market needs maintenance. He is concerned about the Murphy's gas station going in front of Wal-Mart. Mr. Burman advised they have submitted plans and the project is currently being reviewed. They have advised Staff they are building in the Wal-Mart parking lot rather than on the corner.

Vice Mayor Burnette asked for the status of the comp and class study. David Harden, Interim City Manager, advised it is due at the end of November. Vice Mayor Burnette would like to be updated on the IAFF contract negotiations. He asked if closing has taken place for Dusk to Dawn. Ms. Roberts said yes, in September. Mr. Harden advised that Staff is going through the process for demolition. Vice Mayor Burnette asked that the property be kept up in the meantime.

Councilman Ford thanked all veterans for their service. He also asked that Second Street and Eddy Lane be included in the drainage discussions. He thanked Mr. Harden for his work. He asked that Council discuss the usage of the old Police Department.

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
18. 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.
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

Councilman Ford asked that Items #15 and #18 be pulled for further discussion.

Motion to approve Consent Agenda items #13, 14, 16, 17, 19-24 was made by Vice Mayor Burnette, and Seconded by Councilman Kennedy. Motion carried unanimously by voice vote after no public comments.

Item #15 - Councilman Ford spoke with Susan Lovallo, Parks and Recreation Director, and was advised this item will finalize Coraci Park. Parking was brought up as an issue but Staff assured him there is enough. He asked if any thoughts have been discussed about expanding the facility.

Motion to approve Consent Agenda Item #15 was made by Vice Mayor Burnette, and Seconded by Councilman Kennedy. Motion carried unanimously by roll call vote after no public comments.

Item #18 – Councilman Ford wants to have a Council policy to include more details relating to costs especially if it is over 8-10% for design and engineering costs.

Motion for a Council policy to include cost details when design and engineering costs are over 8-10% of a project estimate was made by Councilman Ford, and Seconded by Councilman Bastian.

Mayor Green agreed but warned Council that it can be complex for some jobs.

Councilman Kennedy asked what the budgeted amount is for the north and south construction projects. Margaret Momberger, Construction and Engineering Manager, said $60,000 is budgeted for the two smaller signs in this fiscal year. The larger sign will come later.

Motion carried unanimously by voice vote after no public comments.

Motion to approve Consent Agenda Item #18 was made by Vice Mayor Burnette, and Seconded by Councilman Ford.

Councilman Bastian expressed concern with the pricing for this project. Paul Momberger, Zev Cohen, advised that the feeling and theme of Port Orange is going to have to be designed through several meetings with Council. It's not a straight forward design. Council will need to make some decisions and provide direction.

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

REGULAR AGENDA

25. Historic Tree Removal Request - 228 Peppermint Way

Motion to approve was made by Vice Mayor Burnette, and Seconded by Councilman Kennedy.

Ms. Momberger has looked at the tree and it is very close to the structure and hangs over the structure. The tree has the branching that leads to failure.

Motion carried unanimously by voice vote after no public comments.

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

Ms. Roberts advised there are three (3) different applicants to consider.

Vice Mayor Burnette asked that Council discuss the different options. Mr. Harden advised the fee waiver will waive building permit fees. The fund is not the general fund. The building permit fee fund is in good shape. He said the fee deferral would require $400,000 to be deferred with a pay back of up to ten (10) years. The money would eventually come in. Funds would have to be made up in the fund until the funds are paid back.

Ms. Roberts advised that a fee deferral will require monies to be budgeted. A resolution will need to prepared and voted on by Council. Vice Mayor Burnette would like to do a deferral so that the money comes in at some point.

Councilman Bastian said the project may not come from Port Orange anyway.

John Saxton, representing Herbert Street developer, said there will be other projects in the County that do not come from Port Orange. There is no guarantee that Port Orange will get the project.

Motion 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 was made by Vice Mayor Burnette, and Seconded by Councilman Kennedy.

Councilman Ford doesn't know what the Carlisle project entails. He doesn't believe he can vote on a project he doesn't know anything about.

Vice Mayor Burnette said the project and site plans will need to be approved by Council if they are picked by the State of Florida.

Tom Valley, representing Carlisle project, advised of the details of the project. They are proposing 100 units on the site with a 55 and over restriction.

Councilman Bastian supports approving the request so the applications can be submitted.

Councilman Kennedy agreed.

Motion carried 3-2 by roll call vote with Councilman Ford and Mayor Green voting no.

RESOLUTIONS

27. Resolution No. 14-70 - Budget Appropriations - Budget Encumbrances and Project Carryovers

Mayor Green read Resolution No. 14-70.

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.

Motion to adopt Resolution No. 14-70 was made by Vice Mayor Burnette and Seconded by Councilman Kennedy.

Tracey Riehm, Interim Finance Director, provided details of the carryover funds and open projects.

Council would like Yorktowne monies to be used or moved to a project that is moving forward.

Motion carried unanimously by voice vote after no public comments.

28. Resolution No. 14-71 - Fiscal Year 2013-2014 Budget Adjustments

Mayor Green read Resolution No. 14-71.

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.

Motion to adopt Resolution No. 14-71 was made by Vice Mayor Burnette and Seconded by Councilman Kennedy.

Ms. Riehm provided details of the changes in the funds.

Motion carried unanimously by voice vote after no public comments.

29. Resolution No. 14-72 - Budget Appropriations-Budget Additional Carryovers

Mayor Green read Resolution No. 14-72.

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.

Motion to adopt Resolution No. 14-72 was made by Vice Mayor Burnette and Seconded by Councilman Kennedy. Motion carried unanimously by voice vote after no public comments.

30. Resolution No. 14-73 - Proposed Tree Conservation Easement Vacations– LOT 1, Journey's End Subdivision/CASE NO. 14-35000006

Mayor Green read Resolution No. 14-73.

RESOLUTION NO. 14-73

A RESOLUTION 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.

Motion to adopt Resolution No. 14-73 was made by Vice Mayor Burnette and Seconded by Councilman Kennedy. Motion carried unanimously by voice vote after no public comments.

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

Mayor Green read Resolution No. 14-74.

RESOLUTION NO. 14-74

A RESOLUTION 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.

Motion to adopt Resolution No. 14-74 was made by Vice Mayor Burnette and Seconded by Councilman Kennedy. Motion carried unanimously by voice vote after no public comments.

<u>COMMENTS</u>

32. City Attorney Comments

There were none.

33. Interim City Manager Comments

Mr. Harden advised that bids were opened for selling 300,000 yards of dirt. Halifax bid $3.03/yard, which amounts to an additional $264,000 in revenue over the $2.15 that was sold a few months ago.

<u>ADJOURNMENT:</u> 7:40 p.m.

____
Mayor Allen Green

Attest:

____
Robin Fenwick, CMC
City Clerk

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE **12/02/2014**

Consent item: No

SUBJECT: Council Meeting Schedule for 2015

DEPARTMENT: City Clerk

RECOMMENDED MOTION: Move approval of the proposed 2015 meeting schedule.

SUMMARY: The Port Orange City Council has agreed to meet twice (2x) per month beginning in January 2015, the first and third Tuesdays, except for November and December when Council will meet the first and second Tuesdays.

The proposed schedule for 2015 Regular City Council meetings is as follows:

January 6, 20	July 7, 21
February 3, 17	August 4, 18
March 3, 17	September 1, 15
April 7, 21	October 6, 20
May 5, 19	November 3, 10
June 2, 16	December 1, 8

In addition, Council has designated the fourth Tuesday of each month for Council workshops.

Project No.:	Funding Account No.:

ATTACHMENTS:

Fenwick, Robin	Created/Initiated - 10/31/2014
Harden, David	Final Approval - 11/03/2014

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE **12/02/2014**

Consent item: No

SUBJECT: Approval of Daytona Beach News Journal as Sole Source for required advertisements

DEPARTMENT: City Clerk

RECOMMENDED MOTION: Move to authorize expenditures up to $50,000 for Fiscal 2015 with the Daytona Beach News Journal for legal and other advertisements.

SUMMARY: The City Clerk's Office coordinates the legal advertisements for all departments through the Daytona Beach News Journal and anticipates that expenditures will exceed $25,000 by the end of the fiscal year. In addition to legal ads, other departments utilize the News Journal for various advertisements throughout the year.

The Daytona Beach News Journal is a sole source vendor as it is the only newspaper meeting the requirements of State law for general circulation in Port Orange.

The funds are currently budgeted and approved in the City Clerk's Office budget for legal advertisements and other department's budgets for their various ads.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Sole Source Justification Form	Daytona Beach News Journal Sole Source 2015.pdf

Fenwick, Robin — Created/Initiated - 11/20/2014
Harden, David — Final Approval - 11/20/2014

DATE: 10/31/2014

SOLE SOURCE JUSTIFICATION

(Waiver of Competitive Quotes / Bids)

VENDOR: DAYTONA BEACH NEWS-JOURNAL

COMMODITY: LEGAL ADVERTISING

Estimated annual expenditure for the above commodity or service: $ $40,000.00 FY15

Check the entry below that applies to the proposed purchase. Attach a memorandum containing complete justification and support documentation.

SOLE SOURCE JUSTIFICATION

1) ☐ Parts /equipment can only be obtained from original manufacturer. Not Available through regional distributors. *(Attach the manufacturer's written certification that no regional distributors exist)*

2) ☐ Only State of Florida area distributor of the original manufacturer. *(Attach the manufacturer's (not distributor's) written certification that identifies all regional distributors)*

3) ☐ Proprietary items / service. *(Explain in a separate memorandum).*

4) ☐ Parts /equipment are not interchangeable with similar parts of another manufacturer *(Explain in a separate memorandum).*

5) ☐ This is the only known item / source that will meet the specialized needs of this department or perform the intended function *(Explain in a separate memorandum).*

6) ☐ Parts /equipment are required from this vendor to provide standardization. *(Explain in a separate memorandum).*

7) ☒ None of the above apply. *(Explain in a separate memorandum).*

COMMENTS / EXPLANATION: *(See attached required memorandum for justification)*

DEPARTMENT APPROVAL

The undersigned requests that competitive procurement be waived and that the vendor identified as the supplier of the service or material described in this sole source justification be authorized as a sole source for the service or material. **Purchasing approval required prior to submitting for City Manager approval.**

Department Head approval (up to $2,000) ____ Date: 11/3/14

IT approval (*Software or hardware purchases only*) ____ Date: ____

PURCHASING APPROVAL

Sole source requests shall be posted on Quote Wire for 7 calendar days by Purchasing. Prospective vendors shall provide information regarding their ability to supply the commodities or contractual services described. If no complaints or protests are received from vendors after seven days of posting, the sole source shall be deemed a valid request. Purchasing approval required prior to submitting for City Manager approval.

Posted by purchasing on Quote Wire on: 11/5/14 Complaints/protest received (Yes/No) No

Verified by Purchasing: ____ Date: 11/17/14 #JJ 15-14

CITY MANAGER APPROVAL

City Manager approval (over $2,000) ____ Date: 11/3/14

CITY OF PORT ORANGE
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5563
FAX 386-756-5290
www.port-orange.org

MEMORANDUM

DATE: October 31, 2014

TO: David Harden, Interim City Manager

FROM: Robin Fenwick, City Clerk RLF

SUBJECT: Sole Source Justification for the Daytona Beach News-Journal

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The Clerk's Office is required to publish legal advertisements in a newspaper of general circulation within the municipality. The only local newspaper of general circulation in Port Orange is the Daytona Beach News-Journal.

In years past, the Clerk's Office has spent in excess of $40,000 per year in advertising costs as required by Florida Law.

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 12/02/2014

Consent item: Yes

SUBJECT: Piggyback Agreement with Stewart's Electric Motor Works for Electric Motor and Pump Repair

DEPARTMENT: Public Utilities

RECOMMENDED MOTION: Move to approve the Piggyback Agreement with Stewart's Electric Motor Works, Inc. on the West Palm Beach contract in an amount not to exceed $75,000 per fiscal year, contingent upon Council approval of the Operating and CIP Budgets, and to authorize the Mayor and City Clerk to execute all required documents.

SUMMARY:

The City is currently utilizing the services of Stewart's Electric Motor Works, Inc. for repairs of various electric motors and pumps at the Water and Reclaimed Water Treatment Plants, as well as remote pumping facilities and lift stations. This work is undertaken through a contract resulting from a bid awarded by the City of West Palm Beach under Bid No. ITW # 12-13-103. The City of West Palm Beach contract is for a term of three (3) years commencing as of February 25, 2013. This contract also has a renewal option for two (2) additional one (1) year periods. Stewart's has agreed to perform the same services for the City of Port Orange and will honor all prices, terms and conditions of their contract with the City of West Palm Beach.

The Public Utilities Department requests approval of an annual amount not to exceed $75,000 per fiscal year; $50,000 related to capital projects, and $25,000 for repairs at the plants and in the field; contingent upon Operating and CIP Budget approvals by Council.

Project No.: Funding Account No.: 40106005364610
SSP002 40304005356397

ATTACHMENTS:

1.	Stewarts Electric Motor Authorization Letter	Stewart's piggyback authorization 10-22-14.pdf
2.	City of West Palm Beach Authorization Email	RE Authorization Letter from the City of West Palm Beach.msg
3.	Piggyback Agreement	Piggyback Agreement with Exhibits.pdf

Wiggins, Julia Created/Initiated - 10/27/2014

Wilson, Rick	Approved - 10/27/2014
Riehm, Tracey	Approved - 10/28/2014
Gomez, Joseph	Approved - 10/29/2014
Roberts, Margaret	Approved - 11/24/2014
Harden, David	Final Approval - 11/25/2014

Stewart's

Electric Motor Works, Inc
8951 Trussway Blvd. Orlando, Florida 32824
Phone (407) 859-1837 - Fax (407) 859-2584

October 22, 2014

City of Port Orange
1000 City Center Drive
Port Orange, Florida 32119
Bill Latham

Subject: Piggyback onto the City of West Palm Beach Annual Agreement for Electric Motor and Pump Repair Contract #12204

Dear Bill:

Stewart's Electric Motor Works, Inc. is pleased to offer to the City of Port Orange the opportunity to "Piggyback" onto our annual contract/agreement with the City of West Palm Beach for Electric Motor and Pump Repair effective February 25, 2013 for an initial period of three (3) years with the option of two (2) one (1) year extensions..

Thank you for allowing us the opportunity to be of service. The entire crew at Stewart's takes great pride in quality work and fast dependable service. We appreciate the opportunity to be of service. Should you have any questions or need any additional information, please do no hesitate to call.

Sincerely,

Paul E. Stewart

Paul E. Stewart
Vice President

CITY OF PORT ORANGE
PIGGYBACK AGREEMENT

This Piggyback Agreement ("Contract") 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 **STEWART'S ELECTRIC MOTOR WORKS, INC.** ("Contractor"), a Florida corporation whose principal address is 8951 Trussway Blvd., Orlando, Florida 32824. (collectively the "Parties").

WHEREAS, on the 25th day of February, 2013, Contractor entered into Contract No. 12204 with the City of West Palm Beach, Florida, pursuant to Invitation to Bid No. 12-13-103 (the "West Palm Beach Agreement"); and

WHEREAS, the West Palm Beach Agreement provides for a term commencing on February 25, 2013 and continuing until February 24, 2016; and

WHEREAS, the West Palm Beach Agreement provides for two (2) additional one (1) year renewals upon written agreement of the parties thereto; and

WHEREAS, by entering into this Piggyback Agreement, Contractor agrees provide electric motor and pump repair services to the City under the same terms and conditions as the West Palm Beach Agreement, except as specifically modified herein.

WHEREAS, a copy of Invitation to Bid No. 12-13-103, Contractor's response thereto, and the West Palm Beach 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*. This Contract shall have an initial term commencing on the last date this Contract is signed by the Parties, and continuing until February 24, 2016, subject to City Council appropriation for the then current fiscal year.

2. *Renewals*. Upon written agreement of the Parties and appropriation by City Council, this Contract may be renewed for two optional one-year periods as set forth below:

   Renewal No. 1: February 25, 2016 through February 24, 2017

   Renewal No. 2: February 25, 2017 through February 24, 2018

3. *Contractor Obligation*. Contractor agrees to provide electric motor and pump repair services to the City at the unit prices set forth in the West Palm Beach Agreement, except as modified herein. Contractor agrees that all pricing shall remain valid for the duration of this Agreement and any subsequent renewals. 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 Purchase Orders issued and executed by the City.

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 Exhibit "1" attached hereto pursuant to periodic written Purchase Orders issued by the City under this Contract in an amount subject to a limit up to but not to exceed Seventy-Five Thousand and No/100 Dollars ($75,000.00) per Fiscal Year. (The term "Fiscal Year" shall be defined as that one year term commencing on October 1 and continuing until the following September 30.) 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. *Termination for Convenience of the City*

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

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

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

(i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;

(ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;

(iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;

(iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Finance Director of Port Orange; and

(v) use best efforts to mitigate any damages which may be sustained by the Contractor as a consequence of termination under this clause.

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

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

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

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

(1) the cost of work performed or supplies delivered;

(2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;

(3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.

(ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

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

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

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

9. *Examination of Records*

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

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

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

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

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

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

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

(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.

Failure to comply with this section shall constitute a breach of this Contract and may result in termination of the Contract.

11. *Termination for Non-Appropriation of Funds*

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

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

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

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

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

Insurance	Standards	Comments
Workers' Compensation Limits: Additional Coverage:	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 Limits:	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. Limits: Additional Coverage:	Auto Liability Body Injury: $100,000 each person $300,000 each occurrence. Property Damage Liability $100,000 each occurrence. Non-Owned, Hired Car	Or $500,000 Combined Single Limit for Bodily Injury and Property Damage
~~Property Insurance Builders Risk. Limits:~~ ~~Additional Coverage:~~	~~Buildings - Completed value of contract.~~ ~~"All Risk" coverage on latest ISO form or its equivalent.~~ ~~Permission granted to occupy.~~ ~~Owner named as inured 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) Limits:~~	~~Coverage- $1,000,000 minimum~~	

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

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

15. *Modifications or Changes to this Contract*

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

(b) If any change under this clause causes an increase or decrease in Contractor's cost of, or time required for the performance of the work hereunder, Contractor shall receive an equitable adjustment in accordance with subparagraph (d), which shall include all compensation to the Contractor, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change. Contractor need not perform any work described in any change order unless it has received a certification from the City that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

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

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

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

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

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

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

19. _Inspection_

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

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

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

20. *Contract Administration*. The Public Utilities Director shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

21. *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.

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

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

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

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

23. *Disputes*. The 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.

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

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

26. *Additional Provisions*

(a) As may have been outlined in Invitation to Bid No. 12-13-103, Contractor's response thereto, the West Palm Beach Agreement, as amended, 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 West Palm Beach Agreement to "the City" or "the City of West Palm Beach" shall be construed to mean the "City of Port Orange."

(c) In the event of a conflict between the West Palm Beach Agreement and this Contract, this Contract with the City of Port Orange shall control.

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

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

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

Copy to:
City of Port Orange
Attention: Public Utilities Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5750

Contractor: Stewart's Electric Motor Works, Inc.
Attention: Paul E. Stewart, Vice President
8951 Trussway Blvd.
Orlando, Florida 32824
(407) 859-1837 – telephone
(407) 859-2584 – facsimile
paul@semw.net

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

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

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

[Remainder of this page intentionally left blank]

Witnesses:

STEWART'S ELECTRIC MOTOR WORKS, INC.

____
Printed Name:______________________

By:______________________________
Paul E. Stewart, Vice President

____
Printed Name:______________________

Date:______________________________

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this _____ day of ___________, 20__, by Paul E. Stewart, as Vice President of Stewart Electric Motor Works, Inc., a Florida corporation, and who:

[Notary: Please select one]
☐ is personally known to me; or
☐ has produced ___________________as identification.

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

Witnesses:

CITY OF PORT ORANGE

____
Printed Name:__________________________

By:_______________________________
Allen Green, Mayor

____
Printed Name:__________________________

Date:_______________________________

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of ___________, 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 4551]

City of West Palm Beach

(B3)

SCHEDULE OF BID ITEMS

ITB 12-13-103

PROJECT TITLE: Annual Contract for Electric Motor and Pump Repair

Item #	Unit	Description	Unit Price
1.	Per Hour	**LABOR RATES (SHOP)** Straight Time Hours Straight time is defined as being between the hours of 8:00 a.m. through 5:00 p.m. Monday through Friday.	$ 25.00
2.	Per Hour	Overtime Hours Overtime is defined as being between the hours of 5:01 p.m. through 7:59 a.m. Monday through Friday and any time Saturday, Sunday or Holidays.	$ 25.90
3.	Per Hour	**LABOR RATES (FIELD)** Straight Time Hours Straight time is defined as being between the hours of 8:00 a.m. through 5:00 p.m. Monday through Friday.	$ 105.00
4.	Per Hour	Overtime Hours Overtime is defined as being between the hours of 5:01 p.m. through 7:59 a.m. Monday through Friday and any time Saturday, Sunday or Holidays.	$ 105.90
5.	EACH	**INSPECTION CHARGES (SHOP)** The fixed price to inspect an electric motor or pump to develop a cost estimate for its repair.	$ 0.00
6.		**PARTS** Parts furnished by the Contractor shall be at Contractor's actual cost plus a percentage markup of 5%. Evidence of actual costs shall be required through submittal of actual invoices. (The Unit Price in the next column is one (1) plus the mark-up).	1 + 5 %

EXHIBIT "1"

NOTE:
The City reserves the right to make, if it is deemed in the city's best interest, a dual award, one a primary contract and two a secondary contract. The City would attempt to first use the primary and if unsuccessful, go to the secondary for service. If the primary continually fails, their contract will be subject to termination.

Bidder Company Name: Stewart's Electric Motor Works, Inc.

Paul E. Stewart
Signature of Official authorized to bind Bidder.

Print Name: Paul E. Stewart

Title: Vice President

Date: November 12, 2012

Failure to fully complete and sign this Bid Form may result in rejection of the Bid.

END SCHEDULE OF BID ITEMS

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 12/02/2014

Consent item: Yes

SUBJECT: Award of Bid #14-34 - Williamson Boulevard/Town West Traffic Signal

DEPARTMENT: Community Development

RECOMMENDED MOTION: Move to award Bid #14-34; Williamson Boulevard/Town West Traffic Signal, Turn Lane, Stub-Out, and Interconnect; to P&S Paving, Inc. in the amount of $609,361.75, subject to execution of the agreement and bond prepared by the City Attorney, and authorize the Mayor and City Clerk to sign and execute all contract documents.

SUMMARY: Two bids were opened and evaluated by City Staff on October 28th and deemed responsive. Of the two bids, P&S Paving Inc. submitted the lowest bid of $609,361.75. The second lowest bid was submitted by Masci Corporation for $657,199.13. City staff and its engineering consultant, Kimley-Horn Associates, have worked with P&S Paving, Inc. and the signal subcontractor Chinchor Electric in the past, and find their work to be satisfactory, with thorough knowledge in the areas of work associated with this project. Based upon evaluation of the bids, it is recommended that the contract be awarded to P&S Paving, Inc. in the amount of $609,361.75.

Project No.: POL021 Funding Account No.: 306-4300-541.63-97 & 312-4300-541.63-97

ATTACHMENTS:

1.	Bid Tab	14-34 Bid Tabulation - Final.pdf
2.	Engineer of Record Bid Comparison Letter	Williamson_TownWest_KHA_BidComparison_2014Nov03.pdf
3.	Engineer of Record Bid Comparison Table	OPC_Bids_Williamson_KHA_Comparison_2014Nov03.pdf

Momberger, Margaret	Created/Initiated - 11/05/2014
Clark, Wayne	Approved - 11/05/2014
Gomez, Joseph	Approved - 11/05/2014
Riehm, Tracey	Approved - 11/08/2014
Roberts, Margaret	Approved - 11/25/2014
Harden, David	Final Approval - 11/25/2014

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

BID Opening Tabulation Total

Bid opening, Envelope #1 & #2: Tuesday, October 28, 2014 (10:00 a.m.)

BID # 14-34: WILLIAMSON BOULEVARD/TOWN WEST BOULEVARD TURN LANE, STUB-OUT, TRAFFIC SIGNAL, AND INTERCONNECT

Bid Release Date: **September 26 2014**

Mandatory Pre-Bid Meeting Date & Time: **October 7, 2014 at 2:00 p.m.**

Last Day for Questions: **October 16, 2014 by 5:00 p.m.**

Bid Due Date & Time Envelope #1 & Envelope #2: **October 28, 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 October 28, 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.

ADDENDA ISSUED: 4

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 5)
☐ 2: Insurance certificates: Submit a copy (as detailed on pages 19 & 20)
☐ 3: Statement of Bidder's qualifications (Section 00130, page 41)
☐ 4: Listing of previous experience: (Section 00140, page 43)
☐ 5: Subcontractors List: (Section 00155, page 44)
☐ 6: Bid Bond: (Section 00160, page 45)
☐ 7: Public entity crime statement: (Section 00170, page 46)
☐ 8: Anti-collusion statement (Section 00180, page 47)
☐ 9: Drug free preference statement (Section 00190, page 48)

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: Schedule of Unit Prices: (Section 00095, pages 38 & 39)
☐ 2: Total Base Bid: (Section 00120, page 40)

BID # 14-34: WILLIAMSON BOULEVARD/TOWN WEST BOULEVARD TURN LANE, STUB-OUT, TRAFFIC SIGNAL, AND INTERCONNECT

Bid/Proposal Receipt List

	14-34 Envelope #1 Requirements	MASCI GC	American Lighting & Singalization	Halifax Paving Inc	P&S Paving Inc
	1 Original, 2 Copies, 1 CD or Flash		No Bid Received	No Bid Received	
1)	Bidder Acknowledgement Form (Addendum #4	X			X
2)	Insurance Certificate	X			X
3)	Statement of Bidder's Qualifications	X			X
4)	Listing of Previous Experience	X			X
5)	Subcontractor's List	X			X
6)	Bid Bond	X			X
7)	Public Entity Crime Statement	X			X
8)	Anti-Collusion Statement	X			X
9)	Drug Fee / Tie Preference Statement	X			X
	Deemed Responsive?	YES			YES

14-34 Envelope #2 Requirements

	1 Original, 2 Copies, 1 CD or Flash				
1)	Schedule of Unit Prices	X			X
2)	Total Base Price	$657,199.13			$609,361.75

BID # 14-34: WILLIAMSON BOULEVARD/TOWN WEST BOULEVARD TURN LANE, STUB-OUT, TRAFFIC SIGNAL, AND INTERCONNECT

Bid/Proposal Receipt List

14-34 Envelope #1 Requirements		Chinchor Electric	T.E.D.S Traffic Engineering Data Solutions	Gregori Construction	Kimley-Horn
	1 Original, 2 Copies, 1 CD or Flash	No Bid Received	No Bid Received	No Bid Received	No Bid Received
1)	Bidder Acknowledgement Form (Addendum #4)				
2)	Insurance Certificate				
3)	Statement of Bidder's Qualifications				
4)	Listing of Previous Experience				
5)	Subcontractor's List				
6)	Bid Bond				
7)	Public Entity Crime Statement				
8)	Anti-Collusion Statement				
9)	Drug Fee / Tie Preference Statement				
	Deemed Responsive?				

14-34 Envelope #2 Requirements

	1 Original, 2 Copies, 1 CD or Flash				
1)	Schedule of Unit Prices				
2)	Total Base Price				

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

Kimley»Horn

November 3, 2014

Ms. Margaret Momberger, R.L.A.
City of Port Orange Community Development Department
1000 City Center Circle
Port Orange, FL 32129

RE: ***Williamson Boulevard at Town West Boulevard***
City Bid No. 14-34

Dear Ms. Momberger,

Per your request, Kimley-Horn and Associates, Inc. has reviewed the bids submitted by Masci Corporation and P & S Paving for the above referenced project. Our comparison summary is included in the attached file.

Several items are noteworthy in the comparison:

1. Kimley-Horn's Opinion of Probable Construction Cost (OPCC) (highlighted in yellow in the attachment) includes only the actual construction items; i.e., the Contingency and CEI items have been excluded, along with FP&L's cost to relocate their pole and switches from the stub-out area. This adjustment was needed in order to make an apples-to-apples comparison to the Contractor bids.
2. Masci's bid (highlighted in light green) was 1.9 percent higher than the OPCC. No bid discrepancies were noted.
3. P & S Paving's bid (highlighted in light blue) was 5.5 percent lower than the OPCC. Their bid had one slight discrepancy between a Unit Price and Extension: for Bid Item No. 660-4-11, with a quantity of 1 each, the Unit Price was written as $4,320.00 and the Extension was written as $4,230.00 (in red font in the attachment). This was a difference of $90.00 and appeared to be two digits that were simply transposed. In any case, the Extension value of $4,230.00 correlated to their written total of six hundred nine thousand three hundred sixty one dollars and seventy five cents. This discrepancy did not impact the outcome of the lowest bid.
4. Both bidders were higher than the OPCC for Roadway and Drainage items but lower than the OPCC for the Signal, Interconnect, Signing & Pavement Markings, and Other items. Both bids appeared to be fairly balanced.

Pending review by the City's Purchasing and Legal Departments, Kimley-Horn and Associates, Inc., believes that both bids are valid and that P & S Paving is the apparent low bidder.

Please review this material and forward it as appropriate. If you have any questions or concerns, please contact Jon Martin or me at (407) 898-1511.

Sincerely,

Ronald C. Hildebrand, P.E.
Project Manager / Associate

Comparison of Contractor Bids
Williamson Boulevard at Town West Boulevard
City of Port Orange Bid No. 14-34

Pay Item No.	Pay Item Description	Units	Bid Quantity	Engineer's Opinion of Probable Cost" Kimley-Horn: Unit Price	Engineer's Opinion of Probable Cost" Kimley-Horn: Total Based on Bid Quantities	Masci Corporation: Unit Price	Masci Corporation: Total Based on Bid Quantities	P&S Paving Inc.: Unit Price	P&S Paving Inc.: Total Based on Bid Quantities	Average of Bids: Unit Price	Standard Deviation of Bids: Unit Price	Minimum Bid: Unit Price	Maximum Bid: Unit Price
Roadway & Drainage Items:													
110-1-1	CLEARING AND GRUBBING	LS	1	$2,950.00	$2,950.00	$ 17,255.00	$17,255.00	$ 18,000.00	$18,000.00	*$17,627.50*	*$ 526.79*	*$17,255.00*	*$18,000.00*
110-4	REMOVAL OF EXISTING CONCRETE PAVEMENT	SY	25	$28.00	$700.00	$ 17.50	$437.50	$ 88.00	$2,200.00	*$1,318.75*	*$ 1,246.28*	*$437.50*	*$2,200.00*
120-1	REGULAR EXCAVATION	CY	22	$5.00	$110.00	$ 17.50	$385.00	$ 5.50	$121.00	*$253.00*	*$ 186.68*	*$121.00*	*$385.00*
120-6	EMBANKMENT	CY	105	$10.00	$1,050.00	$ 12.50	$1,312.50	$ 124.00	$13,020.00	*$7,166.25*	*$ 8,278.45*	*$1,312.50*	*$13,020.00*
160-4	TYPE B STABILIZATION (LBR 40)(12")	SY	1,220	$4.00	$4,880.00	$ 5.85	$7,137.00	$ 5.50	$6,710.00	*$6,923.50*	*$ 301.93*	*$6,710.00*	*$7,137.00*
285-704	OPTIONAL BASE GROUP 4 (4" TYPE B-12.5 ASPHALT BASE COURSE)	SY	227	$16.00	$3,632.00	$ 39.45	$8,955.15	$ 31.00	$7,037.00	*$7,996.08*	*$ 1,356.34*	*$7,037.00*	*$8,955.15*
285-710	OPTIONAL BASE GROUP 10 (6 1/2" TYPE B-12.5 ASPHALT BASE COURSE)	SY	896	$16.50	$14,784.00	$ 59.23	$53,070.08	$ 35.00	$31,360.00	*$42,215.04*	*$ 15,351.34*	*$31,360.00*	*$53,070.08*
334-1-24	STRUCTURAL COURSE TYPE SP-12.5 (TRAFFIC D) (PG76-22)(PMA)(2")	TN	99	$123.00	$12,177.00	$ 185.20	$18,334.80	$ 130.00	$12,870.00	*$15,602.40*	*$ 3,864.20*	*$12,870.00*	*$18,334.80*
337-7-42	ASPHALT CONCRETE FRICTION COURSE, FC-9.5, TRAFFIC C, PG 76-22, PMA	TN	62	$145.00	$8,990.00	$ 185.20	$11,482.40	$ 160.00	$9,920.00	*$10,701.20*	*$ 1,104.78*	*$9,920.00*	*$11,482.40*
425-2-41	MANHOLES, P-7, < OR EQUAL TO 10'	EA	3	$4,435.00	$13,305.00	$ 3,235.00	$9,705.00	$ 2,860.00	$8,580.00	*$9,142.50*	*$ 795.50*	*$8,580.00*	*$9,705.00*
430-175-224	PIPE CULVERT, OPTIONAL MATERIAL, OTHER SHAPE - ELLIPTICAL/ARCH, 24" S/CD	LF	618	$95.00	$58,710.00	$ 92.35	$57,072.30	$ 58.00	$35,844.00	*$46,458.15*	*$ 15,010.67*	*$35,844.00*	*$57,072.30*
430-982-629	MITERED END SECTION, OPTIONAL - ELLIPTICAL/ARCH, 24" CD	EA	3	$2,435.00	$7,305.00	$ 1,490.00	$4,470.00	$ 1,400.00	$4,200.00	*$4,335.00*	*$ 190.92*	*$4,200.00*	*$4,470.00*
515-2-211	PEDESTRIAN/BICYCLE RAILING, STEEL, 42" TYPE 1	LF	8	$265.00	$2,120.00	$ 145.50	$1,164.00	$ 176.00	$1,408.00	*$1,286.00*	*$ 172.53*	*$1,164.00*	*$1,408.00*
520-2-5	CONCRETE CURB, RIBBON CURB	LF	102	$20.00	$2,040.00	$ 16.50	$1,683.00	$ 19.00	$1,938.00	*$1,810.50*	*$ 180.31*	*$1,683.00*	*$1,938.00*
522-1	SIDEWALK (CONC. 4" THICK)	SY	386	$61.00	$23,546.00	$ 31.55	$12,178.30	$ 26.00	$10,036.00	*$11,107.15*	*$ 1,514.83*	*$10,036.00*	*$12,178.30*
522-2	SIDEWALK (CONC. 6" THICK)	SY	54	$72.00	$3,888.00	$ 49.90	$2,694.60	$ 36.00	$1,944.00	*$2,319.30*	*$ 530.75*	*$1,944.00*	*$2,694.60*
527-2	DETECTABLE WARNINGS	SY	149	$34.00	$5,066.00	$ 27.45	$4,090.05	$ 26.00	$3,874.00	*$3,982.03*	*$ 152.77*	*$3,874.00*	*$4,090.05*
570-1-2	PERFORMANCE TURF, SOD	SY	695	$2.50	$1,737.50	$ 2.55	$1,772.25	$ 6.00	$4,170.00	*$2,971.13*	*$ 1,695.47*	*$1,772.25*	*$4,170.00*
Subtotal Roadway & Drainage Items:					$166,990.50		$213,198.93		$173,232.00	*$193,215.47*	*$ 28,260.89*	*$173,232.00*	*$213,198.93*
Signal & Interconnect Items:													
630-2-11	CONDUIT, F&I, OPEN TRENCH	LF	4,385	$7.00	$30,695.00	$ 7.00	$30,695.00	$ 8.75	$38,368.75	*$34,531.88*	*$ 5,426.16*	*$30,695.00*	*$38,368.75*
630-2-12	CONDUIT, F&I, DIRECTIONAL BORE	LF	820	$19.00	$15,580.00	$ 14.50	$11,890.00	$ 19.00	$15,580.00	*$13,735.00*	*$ 2,609.22*	*$11,890.00*	*$15,580.00*
632-7-1	SIGNAL CABLE, FURNISH & INSTALL	PI	1	$4,630.00	$4,630.00	$ 5,500.00	$5,500.00	$ 7,350.00	$7,350.00	*$6,425.00*	*$ 1,308.15*	*$5,500.00*	*$7,350.00*
633-1-121	FIBER OPTIC CABLE, F&I, UNDERGROUND,2-12 FIBERS	LF	630	$2.15	$1,354.50	$ 1.75	$1,102.50	$ 1.80	$1,134.00	*$1,118.25*	*$ 22.27*	*$1,102.50*	*$1,134.00*
633-1-122	FIBER OPTIC CABLE, F&I, UNDERGROUND,13-48 FIBERS	LF	5,815	$2.45	$14,246.75	$ 3.10	$18,026.50	$ 3.20	$18,608.00	*$18,317.25*	*$ 411.18*	*$18,026.50*	*$18,608.00*
633-2-31	FIBER OPTIC CONNECTION, INSTALL, SPLICE	EA	36	$51.00	$1,836.00	$ 75.00	$2,700.00	$ 40.50	$1,458.00	*$2,079.00*	*$ 878.23*	*$1,458.00*	*$2,700.00*
633-2-32	FIBER OPTIC CONNECTION, INSTALL, TERMINATION	EA	36	$112.00	$4,032.00	$ 45.00	$1,620.00	$ 43.00	$1,548.00	*$1,584.00*	*$ 50.91*	*$1,548.00*	*$1,620.00*
633-3-11	FIBER OPTIC CONNECTION HARDWARE, F&I, SPLICE ENCLOSURE	EA	3	$900.00	$2,700.00	$ 625.00	$1,875.00	$ 675.00	$2,025.00	*$1,950.00*	*$ 106.07*	*$1,875.00*	*$2,025.00*
633-3-12	FIBER OPTIC CONNECTION HARDWARE, F&I, SPLICE TRAY	EA	3	$152.00	$456.00	$ 65.00	$195.00	$ 64.00	$192.00	*$193.50*	*$ 2.12*	*$192.00*	*$195.00*
633-3-13	FIBER OPTIC CONNECTION HARDWARE, F&I, PRETERMINATED CONNECTOR ASSEMBLY	EA	3	$60.00	$180.00	$ 40.00	$120.00	$ 27.00	$81.00	*$100.50*	*$ 27.58*	*$81.00*	*$120.00*
633-3-14	FIBER OPTIC CONNECTION HARDWARE, F&I, BUFFER TUBE FAN OUT KIT	EA	3	$75.00	$225.00	$ 58.00	$174.00	$ 78.00	$234.00	*$204.00*	*$ 42.43*	*$174.00*	*$234.00*
633-3-15	FIBER OPTIC CONNECTION HARDWARE, F&I, PRETERMINATED PATCH PANEL	EA	3	$1,775.00	$5,325.00	$ 1,310.00	$3,930.00	$ 759.00	$2,277.00	*$3,103.50*	*$ 1,168.85*	*$2,277.00*	*$3,930.00*
633-3-17	FIBER OPTIC CONNECTION HARDWARE, F&I, CONNECTOR PANEL	EA	3	$645.00	$1,935.00	$ 110.00	$330.00	$ 104.00	$312.00	*$321.00*	*$ 12.73*	*$312.00*	*$330.00*
635-2-11	PULL & SPLICE BOX, F&I, 13"X 24" COVER SIZE	EA	14	$626.00	$8,764.00	$ 427.00	$5,978.00	$ 562.00	$7,868.00	*$6,923.00*	*$ 1,336.43*	*$5,978.00*	*$7,868.00*
635-2-12	PULL & SPLICE BOX, F&I, 24" X 36" COVER SIZE	EA	11	$1,710.00	$18,810.00	$ 1,850.00	$20,350.00	$ 936.00	$10,296.00	*$15,323.00*	*$ 7,109.25*	*$10,296.00*	*$20,350.00*
635-2-13	PULL & SPLICE BOX, F&I, 30" X 60" RECTANGULAR OR 36" ROUND COVER SIZE	EA	3	$2,910.00	$8,730.00	$ 2,870.00	$8,610.00	$ 2,000.00	$6,000.00	*$7,305.00*	*$ 1,845.55*	*$6,000.00*	*$8,610.00*
639-1-123	ELECTRICAL POWER SERVICE, F&I, UNDERGROUND, METER NOT REQUIRED	AS	1	$1,995.00	$1,995.00	$ 2,500.00	$2,500.00	$ 1,366.00	$1,366.00	*$1,933.00*	*$ 801.86*	*$1,366.00*	*$2,500.00*
639-2-1	ELECTRICAL SERVICE WIRE	LF	310	$5.40	$1,674.00	$ 2.25	$697.50	$ 3.20	$992.00	*$844.75*	*$ 208.24*	*$697.50*	*$992.00*
639-3-11	ELECTRICAL SERVICE DISCONNECT, F&I, POLE MOUNT	EA	1	$563.00	$563.00	$ 210.00	$210.00	$ 615.00	$615.00	*$412.50*	*$ 286.38*	*$210.00*	*$615.00*
641-2-12	PRESTRESSED CONCRETE POLE, F&I, TYPE P-II SERVICE POLE	EA	2	$1,120.00	$2,240.00	$ 715.00	$1,430.00	$ 270.00	$540.00	*$985.00*	*$ 629.33*	*$540.00*	*$1,430.00*
646-1-11	ALUMINUM SIGNALS POLE, PEDESTAL	EA	7	$1,145.00	$8,015.00	$ 715.00	$5,005.00	$ 1,070.00	$7,490.00	*$6,247.50*	*$ 1,757.16*	*$5,005.00*	*$7,490.00*
649-31-202	MAST ARM,F&I, WIND SPEED-130,SINGLE ARM,W/0 LUMINAIRE, ARM LENGTH 46'	EA	1	$30,700.00	$30,700.00	$ 25,990.00	$25,990.00	$ 27,400.00	$27,400.00	*$26,695.00*	*$ 997.02*	*$25,990.00*	*$27,400.00*
649-31-205	MAST ARM,F&I, WIND SPEED-130,SINGLE ARM,W/0 LUMINAIRE, ARM LENGTH 78'	EA	1	$37,100.00	$37,100.00	$ 39,120.00	$39,120.00	$ 35,700.00	$35,700.00	*$37,410.00*	*$ 2,418.31*	*$35,700.00*	*$39,120.00*
649-31-208	MAST ARM,F&I, WIND SPEED-130,SINGLE ARM,W/ LUMINAIRE, ARM LENGTH 60'	EA	1	$35,400.00	$35,400.00	$ 37,500.00	$37,500.00	$ 35,600.00	$35,600.00	*$36,550.00*	*$ 1,343.50*	*$35,600.00*	*$37,500.00*
649-31-209	MAST ARM,F&I, WIND SPEED-130,SINGLE ARM,W/ LUMINAIRE, ARM LENGTH 70.5'	EA	1	$38,400.00	$38,400.00	$ 43,200.00	$43,200.00	$ 38,800.00	$38,800.00	*$41,000.00*	*$ 3,111.27*	*$38,800.00*	*$43,200.00*
650-1-313	TRAFFIC SIGNAL, F&I, 3 SECTION, 1 WAY, POLYCARBONATE	AS	6	$1,020.00	$6,120.00	$ 810.00	$4,860.00	$ 840.00	$5,040.00	*$4,950.00*	*$ 127.28*	*$4,860.00*	*$5,040.00*
650-1-413	TRAFFIC SIGNAL, F&I, 4 SECTION, 1 WAY, POLYCARBONATE	AS	2	$1,310.00	$2,620.00	$ 995.00	$1,990.00	$ 1,100.00	$2,200.00	*$2,095.00*	*$ 148.49*	*$1,990.00*	*$2,200.00*
653-191	PEDESTRIAN SIGNAL, F&I, LED-COUNT DOWN, 1 DIRECTION	AS	8	$724.00	$5,792.00	$ 615.00	$4,920.00	$ 575.00	$4,600.00	*$4,760.00*	*$ 226.27*	*$4,600.00*	*$4,920.00*
660-4-11	VIDEO DETECTION SYSTEM-VIDEO, CABINET EQUIPMENT	EA	1	$7,800.00	$7,800.00	$ 3,997.00	$3,997.00	**$ 4,320.00**	**$4,230.00**	*$4,113.50*	*$ 164.76*	*$3,997.00*	*$4,230.00*
660-4-12	VIDEO DETECTION SYSTEM-VIDEO, ABOVE GROUND EQUIPMENT	EA	3	$6,465.00	$19,395.00	$ 6,523.00	$19,569.00	$ 6,665.00	$19,995.00	*$19,782.00*	*$ 301.23*	*$19,569.00*	*$19,995.00*
663-1-110	SIGNAL PRIORITY AND PREEMPTION SYSTEM, F&I, OPTICAL, COMPLETE SYSTEM	EA	1	$3,950.00	$3,950.00	$ 8,557.00	$8,557.00	$ 9,560.00	$9,560.00	*$9,058.50*	*$ 709.23*	*$8,557.00*	*$9,560.00*
665-1-11	PEDESTRIAN DETECTOR, FURNISH & INSTALL, STANDARD	EA	8	$236.00	$1,888.00	$ 210.00	$1,680.00	$ 215.00	$1,720.00	*$1,700.00*	*$ 28.28*	*$1,680.00*	*$1,720.00*
670-5-111	TRAFFIC CONTROLLER ASSEMBLY, F&I, NEMA, 1 PREEMPTION	AS	1	$28,500.00	$28,500.00	$ 23,410.00	$23,410.00	$ 24,750.00	$24,750.00	*$24,080.00*	*$ 947.52*	*$23,410.00*	*$24,750.00*
670-5-400	TRAFFIC CONTROLLER ASSEMBLY, MODIFY	AS	2	$1,600.00	$3,200.00	$ 445.00	$890.00	$ 1,680.00	$3,360.00	*$2,125.00*	*$ 1,746.55*	*$890.00*	*$3,360.00*
Subtotal Signal & Interconnect Items:					$354,851.25		$338,621.50		$337,289.75	*$337,955.63*	*$ 941.69*	*$337,289.75*	*$338,621.50*
Signing & Pavement Marking Items:													
700-1-11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	AS	4	$405.00	$1,620.00	$ 245.00	$980.00	$ 164.00	$656.00	*$818.00*	*$ 229.10*	*$656.00*	*$980.00*
700-1-60	SINGLE POST SIGN, REMOVE	AS	1	$22.00	$22.00	$ 50.00	$50.00	$ 55.00	$55.00	*$52.50*	*$ 3.54*	*$50.00*	*$55.00*
700-3-201	SIGN PANEL, FURNISH & INSTALL OVERHEAD MOUNT, UP TO 12 SF	EA	1	$640.00	$640.00	$ 550.00	$550.00	$ 270.00	$270.00	*$410.00*	*$ 197.99*	*$270.00*	*$550.00*
700-5-22	INTERNALLY ILLUMINATED SIGN, F&I, 12-18 SF	EA	3	$3,475.00	$10,425.00	$ 2,810.00	$8,430.00	$ 2,850.00	$8,550.00	*$8,490.00*	*$ 84.85*	*$8,430.00*	*$8,550.00*
706-3	REFLECTIVE PAVEMENT MARKERS (YELLOW/YELLOW)	EA	16	$4.50	$72.00	$ 5.00	$80.00	$ 8.00	$128.00	*$104.00*	*$ 33.94*	*$80.00*	*$128.00*
706-3	REFLECTIVE PAVEMENT MARKERS (WHITE/RED)	EA	14	$4.50	$63.00	$ 5.00	$70.00	$ 8.00	$112.00	*$91.00*	*$ 29.70*	*$70.00*	*$112.00*
711-11-111	THERMOPLASTIC, STANDARD, WHITE, SOLID, 6"	NM	0.126	$15,800.00	$1,990.80	$ 4,752.00	$598.75	$ 5,000.00	$630.00	*$614.38*	*$ 22.10*	*$598.75*	*$630.00*
711-11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12"	LF	528	$4.00	$2,112.00	$ 2.75	$1,452.00	$ 2.25	$1,188.00	*$1,320.00*	*$ 186.68*	*$1,188.00*	*$1,452.00*
711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24"	LF	472	$5.00	$2,360.00	$ 5.75	$2,714.00	$ 5.50	$2,596.00	*$2,655.00*	*$ 83.44*	*$2,596.00*	*$2,714.00*
711-11-170	THERMOPLASTIC, STANDARD, WHITE, ARROW	EA	10	$72.00	$720.00	$ 75.00	$750.00	$ 82.00	$820.00	*$785.00*	*$ 49.50*	*$750.00*	*$820.00*
711-11-211	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 6"	NM	0.122	$15,800.00	$1,927.60	$ 4,752.00	$579.74	$ 5,000.00	$610.00	*$594.87*	*$ 21.39*	*$579.74*	*$610.00*
711-11-224	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18"	LF	45	$4.50	$202.50	$ 4.00	$180.00	$ 6.00	$270.00	*$225.00*	*$ 63.64*	*$180.00*	*$270.00*
711-17	THERMOPLASTIC, REMOVE EXISTING THERMOPLASTIC PAVEMENT MARKINGS	SF	782	$2.60	$2,033.20	$ 3.10	$2,424.20	$ 2.50	$1,955.00	*$2,189.60*	*$ 331.77*	*$1,955.00*	*$2,424.20*
Subtotal Signal & Interconnect Items:					$24,188.10		$18,858.70		$17,840.00	*$18,349.35*	*$ 720.33*	*$17,840.00*	*$18,858.70*
Other Items:													
101-1	MOBILIZATION	LS	1	10%	$50,000.00	$ 71,230.00	$71,230.00	$ 52,000.00	$52,000.00	*$61,615.00*	*$ 13,597.66*	*$52,000.00*	*$71,230.00*
102-1	MAINTENANCE OF TRAFFIC	LS	1	10%	$48,800.00	$ 15,290.00	$15,290.00	$ 29,000.00	$29,000.00	*$22,145.00*	*$ 9,694.43*	*$15,290.00*	*$29,000.00*
Subtotal Other Items:					$98,800.00		$86,520.00		$81,000.00	*$83,760.00*	*$ 3,903.23*	*$81,000.00*	*$86,520.00*
TOTAL COST FOR WORK BY THE CONSTRUCTION CONTRACTOR				**$644,829.85**		**$657,199.13**		**$609,361.75**		*$633,280.44*	*$ 33,826.13*	*$609,361.75*	*$657,199.13*

Higher than Engineer's Estimate by:	1.9%	Lower than Engineer's Estimate by:	-5.5%

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OPC_Bids_Williamson_KHA_Comparison_2014Nov03.xlsx

Updated 11/3/14
RCH / JAM

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE **12/02/2014**

Consent item: No

SUBJECT: Piggyback Agreement and Purchase Order for Ten-8 Fire Equipment

DEPARTMENT: Fire/Rescue Services

RECOMMENDED MOTION: Move approval of the piggyback agreement on the Lake County contract with Ten-8 Fire Equipment and a blanket purchase order in the amount of $60,000.00 for fiscal year 2014/2015 to cover purchases and repairs.

SUMMARY:

Ten-8 Fire Equipment is the major vendor used by the Fire Department to purchase and repair equipment. Ten-8 is the sole source vendor for Mine Safety Appliance (MSA), Fire–Dex Bunker Gear, Key Fire Hose and Fire-Com Communication equipment. The above mentioned vendor supplies our Self Contained Breathing Apparatus (SCBA), Air Monitors, Radio Head Sets, Bunker Gear and Fire Hose.Ten-8 also conducts the required annual Flow Test on our SCBAs and proper face piece fittings for all employees. The Fire Department also purchases bunker boots, helmets, fire gloves, brush gear, and station boots from Ten-8. These items and services are piggybacked off of the Lake County contract. The Lake County contract number is 12-0806 it expires June 30, 2015.

The Fire Department estimates a need to purchase approximately $60,000 in items from Ten-8 this fiscal year. By issuing a single purchase order, the Fire Department can better track all expenditures with this vendor and reduce the use of purchasing cards.

Project No.:	Funding Account No.:

ATTACHMENTS:

1.	Fire-Dex Sole Source Letter	FireDex Authorization Letter Sole Source FL Nov 2014.doc
2.	MSA Sole Source Letter	Port Orange MSA Sole Source letter.pdf
3.	Piggyback Agreement with Exhibit	Ten-8 Piggyback Agreement with Exhibit.pdf

Burgman, Ken	Created/Initiated - 11/03/2014
Irby, Skip	Approved - 11/07/2014
Gomez, Joseph	Approved - 11/11/2014
Riehm, Tracey	Approved - 11/15/2014
Roberts, Margaret	Approved - 11/25/2014
Harden, David	Final Approval - 11/25/2014

November 11, 2014

To Whom It May Concern:

This letter shall be considered proof that Ten-8 Fire Equipment, Inc. is a Sole Source Full Line Distributor of the entire Fire-Dex product line for the states of Florida and Georgia. Ten-8 Fire Equipment, Inc. has been a valued Distributor Partner selling and servicing the entire Fire-Dex product line for over fifteen years.

Ten-8 Fire Equipment is headquartered at:

2904 59th Ave. Drive East
Bradenton, FL 34203
941-756-7779

Sincerely,

Allen Rom
Senior Regional Sales Manger
Fire-Dex, LLC
780 South Progress Drive
Medina, OH 44256
330-723-0000 ext. 312
Fax: 330-723-0035

MSA
The Safety Company

MSA Corporate Center
1000 Cranberry Woods Drive
Cranberry Township, PA 16066
800.MSA.2222
www.MSAnet.com

September 8, 2014

Deputy Chief Ken Burgman
City of Port Orange
4545 Clyde Morris Blvd
Port Orange, FL 32129

Dear Deputy Chief Burgman:

Please be advised that as of this date, Ten 8 Fire Equipment Inc. is the only authorized Distributor of MSA SCBA and Thermal Imaging Cameras to the Municipal Fire Department Market for Volusia County, Florida. Should you have any questions, please feel free to contact me.

Sincerely,

Scott McGuire

Scott McGuire
North American Sales Channels Specialist
Phone: 724-742-8028

CITY OF PORT ORANGE
PIGGYBACK AGREEMENT

This Piggyback Agreement ("Contract") 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 **TEN-8 FIRE EQUIPMENT, INC.** ("Contractor"), a Florida corporation whose principal address is 2904 59th Avenue Drive East, Bradenton, FL 34208 (collectively "the Parties).

WHEREAS, Contractor entered into Contract Number 12-08060 for fire equipment and supplies with Lake County, Florida, pursuant to County Proposal Number 12-0806 (the "Lake County Agreement"); and

WHEREAS, the Lake County Agreement provides for an initial term commencing on June 12, 2012 and continuing until June 30, 2013 with four (4) optional one (1) year renewals; and

WHEREAS, the Lake County Agreement has been renewed with a current effective date commencing on July 1, 2014 and continuing until June 30, 2015; and

WHEREAS, by entering into this Piggyback Agreement, Contractor agrees to honor the terms of the Lake County Agreement for fire equipment and supplies purchased by the City of Port Orange; and

WHEREAS, a copy of the Lake County Agreement, which contains County Proposal Number 12-0806 and Contractor's Response thereto, is 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 the last date this Contract is signed by the Parties, and continuing until June 30, 2015.

2. *Renewals*. Upon written agreement of the Parties and appropriation by City Council, this Contract may be renewed for up to three (3) additional one (1) year periods, subject to renewal of the Lake County Agreement and appropriation by City Council for the then current Fiscal Year. The term of this Contract shall be automatically extended at the end of the initial year for one year and on a succeeding yearly basis thereafter unless either party notifies the other, in writing, at least ninety (90) days prior to the end of the yearly period then in effect that the Contract shall not be extended.

3. *To Provide Contractor Obligation*. Contractor agrees to sell fire equipment and services to the City at the unit prices set forth in the Lake County Agreement, except as modified herein and attached hereto as Exhibit "1". 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. Contractor shall cause goods to be delivered to the City in the most expedient, cost effective manner. All items shall be shipped to the City of Port Orange designated facility identified in each purchase order, FOB Inside

Delivery. Contractor shall bear the risk of loss for goods delivered under this Contract from the time of shipping to the City until delivered at the destination specified by the City for delivery.

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 Purchase Order(s) issued and executed by the City.

The City makes no covenant or promise as to the number of available projects, nor that Contractor will provide any goods nor 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 goods and 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 Lake County Agreement pursuant to periodic Purchase Orders issued by the City under 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. (The term "Fiscal Year" shall be defined as that one year term commencing on October 1 and continuing until the following September 30.) 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. *Termination for Convenience of the City*

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

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

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

(i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;

(ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;

(iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;

(iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Finance Director of Port Orange; and

(v) use best efforts to mitigate any damages which may be sustained by the Contractor as a consequence of termination under this clause.

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

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

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

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

(1) the cost of work performed or supplies delivered;

(2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;

(3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.

(ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

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

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

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

9. *Examination of Records*

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

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

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

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

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

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

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

(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.

11. *Termination for Non-Appropriation of Funds*

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

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

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

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

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

Insurance	Standards	Comments
Workers' Compensation <u>Limits</u>: <u>Additional Coverage</u>:	Coverage A - Statutory Coverage B - $100,000 All States (Broad Form) Voluntary Compensation	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of $500,000.
Comprehensive General Liability (including Completed Operations and Contractual Liability <u>Limits</u>:	Combined Single Limit Bodily Injury and Property damage $500,000 occurrence $1,000,000 Aggregate	When the Contract work on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
Comprehensive Business, Automobile Liability to include all automobiles. <u>Limits</u>: <u>Additional Coverage</u>:	Auto Liability Body Injury: $100,000 each person $300,000 each occurrence. Property Damage Liability $100,000 each occurrence. Non-Owned, Hired Car	Or $500,000 Combined Single Limit for Bodily Injury and Property Damage
~~Property Insurance Builders Risk.~~ ~~<u>Limits</u>:~~ ~~<u>Additional Coverage</u>:~~	~~Buildings - Completed value of contract.~~ ~~"All Risk" coverage on latest ISO form or its equivalent.~~ ~~Permission granted to occupy.~~ ~~Owner named as inured AIMA~~	~~If the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.~~
~~Professional Liability (Errors & Omissions)~~ ~~<u>Limits</u>:~~	~~Coverage- $1,000,000 minimum~~	

13. <u>*A Contract for the purchase*</u> of supplies shall be governed by the City of Port Orange Code of Ordinances, as amended, and such supplies shall be deemed "goods," as defined therein.

14. <u>*Assignability of Contract*</u>. Neither this contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written approval of the City Council.

15. <u>*Modifications or Changes to this Contract*</u>

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

(b) If any change under this clause causes an increase or decrease in Contractor's cost of, or time required for the performance of the work hereunder, Contractor shall receive an equitable adjustment in accordance with subparagraph (d), which shall include all compensation to the Contractor, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change. Contractor need not perform any work described in any change order unless it has received a certification from the City that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

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

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

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

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

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

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

19. *Inspection*

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

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

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

20. *Contract Administration*. Fire/Rescue Services shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled “Notice.”

21. *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.

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

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

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

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

23. *Disputes*. The 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.

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

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

26. *Additional Provisions*

(a) As may have been outlined in the Lake County Agreement and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work.

(b) For the purposes of this Contract, any reference in the Lake County Agreement to "County" or "Lake County" shall be construed to mean the "City of Port Orange."

(c) In the event of a conflict between the Lake County Agreement and this Contract, this Contract with the City of Port Orange shall control.

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

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

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

Copy to: City of Port Orange
Attention: Fire/Rescue Services
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5900

Contractor: Ten-8 Fire Equipment, Inc.
Attention: Dann A. Bouwer, President
2904 59th Avenue Drive East
Bradenton, Florida 34203
(800) 228-8368 – telephone
(941) 756-2598 – facsimile
Info@ten8fire.com

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

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

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

[Remainder of this page intentionally left blank]

Witnesses: **TEN-8 FIRE EQUIPMENT, INC.**

____ By:______________________________________
Printed Name:________________________________ Dann A. Bouwer, President

____ Date:______________________________________
Printed Name:________________________________

STATE OF FLORIDA
COUNTY OF _______________

The foregoing instrument was acknowledged before me this _____ day of ____________, 20__, by Dann A. Bouwer, as President of Ten-8 Fire Equipment, Inc., a Florida corporation, and who:

[Notary: Please select one]
☐ is personally known to me; or
☐ has produced _____________________as identification.

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

Witnesses: **CITY OF PORT ORANGE**

_______________________________________ By:_______________________________________

Printed Name:_________________________ Allen Green, Mayor

_______________________________________ Date:_____________________________________

Printed Name:_________________________

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:**

_______________________________________ By:_______________________________________

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

_______________________________________ Date:_____________________________________

Printed Name:_________________________

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of ____________, 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 4623]

Equipment	Discount	Min Order	Service (Hourly)	Handling Fee	Lead Time in days	Contractor
Fire Com	15%				2 weeks	Ten 8 Fire Equipment
Firedex	20% express gear, 15% custom gear				2-4 weeks	A One Fire Equipment
	20% helmets gloves, etc.					
	30%		$250.00	$25.00	6 weeks	Ten 8 Fire Equipment
Key Fire Hose	40% + freight				4-6 weeks	Ten 8 Fire Equipment
MSA	25% instruments only				7-14 days	Fisher Scientific
	15%	$125.00	$100.00	$125.00	1-7 weeks	Ten 8 Fire Equipment

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE **12/02/2014**

Consent item: No

SUBJECT: Change Order No. 2. Layne InLiner, LLC - Emergency Storm Drain Pipe Lining.

DEPARTMENT: Public Works

RECOMMENDED MOTION: Move to approve Change Order No. 2 to the contract with Layne InLiner, LLC in the amount of $28,080.00 for emergency pipe lining repairs at 958 Village Trail, project DIP033 (Bid #13-12) and authorize the Mayor and City Clerk to execute contract documents.

SUMMARY:

To approve emergency repairs for which the vendor furnished and installed 360 lineal feet of 24" Cured in Place Pipe Lining running from The Park at Countryside Apartments, 958 Village Trail (to stop/prevent foundation damage at 819 Chickadee Drive) to the Cypress Cove storm water retention pond.

This work was done on an emergency basis and has already been completed. We should be reimbursed by the Park at Countryside Apartments since they have the responsibility to maintain this drainage pipe.

Project No.: Funding Account No.: 412-1800-541-63.97

ATTACHMENTS:

1.	Change Order No. 2	Change Order No. 2.pdf

Silvey, Mike	Created/Initiated - 11/05/2014
Silvey, Mike	Approved - 11/05/2014
Riehm, Tracey	Approved - 11/15/2014
Roberts, Margaret	Approved - 11/24/2014
Harden, David	Final Approval - 11/25/2014

CHANGE ORDER NO. 2
To Storm Pipe Lining Contract dated March 15, 2013
LAYNE INLINER LLC, Contractor

Project: Bid #13-12 Storm Drain Pipe Lining

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE: Original Contract Price: $445,111.00	**CHANGE IN CONTRACT TIMES**: Original Contract Times: March 15, 2013 through March 14, 2014
Net changes from previous Change Order: No. 1: $535,760.00 First 1 yr. extension	Changes in contract time from previous Change Orders: No. 1: 365 days March 15, 2014 through March 14, 2015 First one year extension
Contract Price prior to this Change Order: $980,871.00	Contract Completion Date prior to this Change Order: Final Completion: March 14, 2015
Net Increase (decrease) of this Change Order No. 2: $28,080.00	Changes in contract time requested this Change Order No. __: N/A
Contract Price with all approved Change Orders: $1,008,951.00	Contract Times with all approved Change Orders: Final Completion: March 14, 2015

CHANGE ORDER NO. 2
To Storm Pipe Lining Contract dated March 15, 2013
LAYNE INLINER LLC, Contractor

Project: Bid #13-12 Storm Drain Pipe Lining

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	**CHANGE IN CONTRACT TIMES**:
Original Contract Price: $445,111.00	Original Contract Times: March 15, 2013 through March 14, 2014
Net changes from previous Change Order: No. 1: $535,760.00 First 1 yr. extension	Changes in contract time from previous Change Orders: No. 1: 365 days March 15, 2014 through March 14, 2015 First one year extension
Contract Price prior to this Change Order: $980,871.00	Contract Completion Date prior to this Change Order: Final Completion: March 14, 2015
Net Increase (decrease) of this Change Order No. 2: $28,080.00	Changes in contract time requested this Change Order No. __: N/A
Contract Price with all approved Change Orders: $1,008,951.00	Contract Times with all approved Change Orders: Final Completion: March 14, 2015

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:
PUBLIC WORKS
Department

By:
Printed Name: Michael Silvey
Title: Interim Public Works Director

Date Signed:

ACCEPTED BY:
LAYNE INLINER LLC
Contractor

By:
Printed Name: Tommy Robertson
Title: Project Manager

Date Signed: 11/4/2014

APPROVED BY:
CITY OF PORT ORANGE
(Owner)

By:
Printed Name:
Title:

Date Signed:

Affirmed:

Robin L. Fenwick, CMC, City Clerk

Date Signed:

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE **12/02/2014**

Consent item: No

SUBJECT: First Reading - Ordinance No. 2014-30 - Repealing Audit and Budget Advisory Board

DEPARTMENT: City Manager

RECOMMENDED MOTION: Move adoption of Ordinance No. 2014-30.

SUMMARY:

The Audit and Budget Advisory Board ("A&B Board") was created to advise the City Council on financial matters by adopting Ordinance 2013-7. City Council expanded the Board from 5 members to 7 members with the adoption of Ordinance 2013-9; and removed the City Manager and Finance Director as ex-officio member with the adoption of Ordinance 2014-8. City Council has now deemed it prudent to suspend the Audit and Budget Advisory Board.

Project No.:	Funding Account No.:

ATTACHMENTS:

1.	Ordinance No. 2014-30	.doc

Jones, Matthew	Created/Initiated - 11/04/2014
Harden, David	Approved - 11/05/2014
Riehm, Tracey	Approved - 11/08/2014
Roberts, Margaret	Approved - 11/24/2014
Harden, David	Final Approval - 11/25/2014

<u>ORDINANCE NO. 2014-30</u>

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, REPEALING ORDINANCES 2013-7, 2013-9, AND 2014-8, AND AMENDING CHAPTER 2, DIVISION 5 OF THE CODE OF ORDINANCES TO REMOVE THE AUDIT AND BUDGET ADVISORY BOARD OF THE CITY OF PORT ORANGE, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council initially created the Audit and Budget Advisory Board by adopting Ordinance 2013-7; and

WHEREAS, the Audit and Budget Advisory Board has since been amended twice by City Council. First, to add two additional members to the Board making it a seven (7) member Board (Ord. 2013-9); and second, to remove the City Manager and Finance Director from their ex-officio member status (Ord. 2014-8); and

WHEREAS, the City Council has deemed it prudent to suspend the Audit and Budget Advisory Board; and

WHEREAS, the City Council may choose to reinstate the Audit and Budget Advisory Board at any time once key positions are filled and the organization is stabilized.

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

<u>SECTION 1.</u> The City Council of the City of Port Orange, Florida hereby repeals Ordinance 2013-7, Ordinance 2013-9, and Ordinance 2014-8.

<u>SECTION 2.</u> The City Council of the City of Port Orange hereby amends Chapter 2 of the City of Port Orange Code of Ordinances to remove Division 5 - AUDIT AND BUDGET ADVISORY BOARD.

~~DIVISION 5. - AUDIT AND BUDGET ADVISORY BOARD~~

~~Sec. 2-122. - Establishment.~~

~~There is hereby created and established an audit and budget advisory board of the city.~~

~~Sec. 2-123. - Purpose, duties and function.~~

~~(a) The audit and budget advisory board shall serve in an advisory capacity to the city council on financial matters. The audit and budget advisory board shall represent the community's interest and serve as an informational resource in matters relating to the budget preparation and implementation and independent auditor review.~~

~~(b) The audit and budget advisory board shall have the following duties relating to the annual budgets:~~

~~(1) To provide the city with input regarding the taxpayers' perspective in the development of the annual budgets.~~

~~(2) To review projections and estimates from the city manager regarding revenues and expenditures for the upcoming fiscal year and future fiscal years.~~

~~(3) To review interim financial performance including budget variance as presented periodically by the city manager.~~

~~(4) To advise the city council on service levels and priorities.~~

~~(5) To submit recommendations to the city council on a timely basis based on the annual budget preparation schedule.~~

~~(c) The audit and budget advisory board shall have the following duties relating to~~

~~audits:~~

~~(1) To advise the city council regarding the appointment, compensation, and retention of the independent auditor selected by the city to prepare or issue an audit report or to perform other audits or attesting services for the city.~~

~~(2) To evaluate annually the independent auditor's qualifications, performance, and independence taking into consideration the opinion of city staff.~~

~~(3) To review the draft annual audited financial statements and discuss with management and the independent auditor prior to the filing of the comprehensive annual financial report.~~

~~(4) To review the independent auditor's annual management letter recommendations on internal control and accounting procedures and make recommendations to the city manager and city council regarding appropriate response and resources to address audit findings.~~

~~(5) To review the annual and interim planned work activities and advise the city council regarding the adequacy of staffing and other resources to accomplish overall scope and plans for internal audits.~~

~~(6) To review the city's major financial risk exposures and steps taken to monitor and control such exposures.~~

~~Sec. 2-124. - Composition; qualifications of members.~~

~~(a) The city council shall appoint a seven-member audit and budget advisory board who shall serve at the pleasure of the city council. Each council member and the~~

~~mayor shall appoint one member each. The final two members shall be appointed by the entire city council based on a majority vote.~~

~~(b) In making appointments, the council members should consider the following guidelines:~~

~~(1) Board members should have at least five years of experience in private or public finance;~~

~~(2) Preference should be given to board members with educational experience in private or public budget and audit preparation; and~~

~~(3) Preference should be given to board members who conduct their business within the corporate limits of the City of Port Orange.~~

~~(c) Each appointed member of the board shall be a qualified elector residing in the city and shall not hold any elective public office.~~

~~(d) The city manager and the finance director shall serve as ex-officio members of the board.~~

~~Sec. 2-125. - Appointments; terms.~~

~~Initial appointments shall be made and become effective upon adoption of this division, and shall be made for staggered terms. Initial appointments shall include four members who shall be appointed for two years and three members who shall be appointed for one year. After the initial appointments, all terms shall be for two years. All terms shall expire on September 30 in the year of their given expiration. A board member may be reappointed for any number of consecutive terms.~~

~~Sec. 2-126. - Vacancies; removal of members.~~

~~Any member of the audit and budget advisory board who is no longer a qualified elector~~

~~residing in the city or who fails to attend two of three successive meetings without good cause shall forfeit his or her appointment and the city council may determine a vacancy to exist, which shall be promptly filled by the city council member who originally appointed the former board member, unless the former board member was appointed by the city council as a whole, in which case the city council as a whole shall promptly fill the vacant position by majority vote. A member of the board may be removed from the board by the city council for cause upon written charges and after a public hearing before the city council. Appointments to fill any vacancy shall be for the remainder of the unexpired term of the former member.~~

~~*(Ord. No. 2013-7, § 2, 5-7-2013; Ord. No. 2013-9, § 3, 6-18-2013)*~~

~~**Sec. 2-127. - Organization; rules of procedure.**~~

~~(a) *Officers.* The members of the audit and budget advisory board shall elect a chairman, and a vice-chairman to preside in the absence of the chairman. Such election shall take place at the first meeting of the board of each fiscal year.~~

~~(b) *Responsibilities of chairman.* The chairman shall be responsible for the orderly running of all meetings, shall direct the preparation of all reports and shall make all necessary reports to the city council.~~

~~(c) *Responsibilities of secretary; minutes.* The city recording secretary shall be responsible for keeping and recording minutes. A copy of the minutes of each meeting shall be kept on file in the city clerk's office.~~

~~(d) *Quorum; rules of order.* The presence of four or more members shall constitute a quorum of the board necessary to take action or conduct business. The board shall adopt Robert's Rules of Order, latest edition, or such other written rules and~~

~~procedures as may be desirable and necessary to promote and effectuate the purposes, objectives and business of the board in an orderly, timely and productive manner.~~

~~(e) *Compensation.* Members of the board shall serve without compensation but may be reimbursed for such travel, mileage, per diem or other expenses as may be authorized by the city council.~~

SECTION 3. 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 on the   day of _________, 2014

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

Reviewed and Approved: ______________________
Assistant City Attorney

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE **12/02/2014**

Consent item: No

SUBJECT: Resolution No. 14-75 - Traffic Enforcement Agreement with Royal Palm PUD Residents' Association, Inc.

DEPARTMENT: Police Services

RECOMMENDED MOTION: Motion to approve Resolution No. 14-75, authorizing renewal of the Traffic Enforcement Agreement with the Royal Palm PUD Residents' Association, Inc. for an additional five (5) years and authorizing the Mayor and City Manager to execute the agreement.

SUMMARY: The City of Port Orange and the Royal Palm PUD Residents' Association entered into a Traffic Enforcement Agreement on February 21, 2012. The agreement expired on September 30, 2014. The Association desires to renew the Agreement for an additional five (5) years expiring on September 30, 2019.

Project No.:	Funding Account No.:

ATTACHMENTS:

1.	Reso. No. 14-75	Reso. No. 14-75.doc
2.	Royal Palm PUD Residents' Association	Royal Palm TEA Agreement October 2014.pdf

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Grabowski, Debbie	Created/Initiated - 10/29/2014
Monahan, Gerald	Approved - 10/29/2014
Riehm, Tracey	Approved - 10/29/2014
Roberts, Margaret	Approved - 11/24/2014
Harden, David	Final Approval - 11/25/2014

RESOLUTION NO. 14-75

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROVING THE AMENDMENT AND RESTATEMENT OF THE TRAFFIC ENFORCEMENT AGREEMENT WITH THE ROYAL PALM PUD RESIDENTS' ASSOCIATION, INC.; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE TRAFFIC ENFORCEMENT AGREEMENT ON BEHALF OF THE CITY OF PORT ORANGE; PROVIDING FOR CONFLICTING RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Royal Palm PUD Residents' Association, Inc. desires to enter into an agreement with the City to provide traffic enforcement on their private streets; and;

WHEREAS, the City may exercise jurisdiction over any private road or roads located within the City's boundaries under written agreement as authorized by Section 316.006(2) (b), Florida Statutes; and

WHEREAS, City staff has worked with the Association to finalize the agreement that is required by Florida Statutes, Chapter 316.

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

SECTION 1. The Traffic Enforcement Agreement with the Royal Palm PUD Residents' Association, Inc., a copy of which is attached hereto as Exhibit "1," is hereby approved.

SECTION 2. The Mayor and City Clerk are hereby authorized to execute said Agreement on behalf of the City of Port Orange.

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 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. This resolution shall take effect immediately upon adoption.

____
MAYOR ALLEN GREEN

ATTEST:

____
Robin L. Fenwick, CMC, City Clerk

Adopted on the ____ day of _________________, 2014

Reviewed and Approved: ________________________
City Attorney

AMENDMENT AND RESTATEMENT

OF THE TRAFFIC ENFORCEMENT AGREEMENT BETWEEN THE CITY OF PORT ORANGE, FLORIDA AND ROYAL PALM PUD RESIDENTS' ASSOCIATION, INC.

THIS Amendment and Restatement of the Traffic Enforcement Agreement is made and entered into this ______ day of ____________, 2014, by and between the **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, whose address is 1000 City Center Circle, Port Orange, Florida 32129, hereinafter referred to as "CITY", and **ROYAL PALM PUD RESIDENTS' ASSOCIATION, INC.**, a Florida non-profit corporation, whose address is 933 Beville Road, Suite 102-B, Daytona Beach, Florida 32119, hereinafter referred to as "ASSOCIATION".

W I T N E S S E T H:

WHEREAS, the CITY and the ASSOCIATION entered into the Traffic Enforcement Agreement on February 21, 2012 ("Agreement"); and

WHEREAS, the Agreement shall expire on September 30, 2014; and

WHEREAS, the expected sign life is seven (7) years, after which the signs must be replaced in order to be in compliance with the City of Port Orange Sign Department policies and the Federal Manual on Uniform Traffic Control Devices; and

WHEREAS, the ASSOCIATION desires to renew the term of the Agreement for an additional five (5) years to coincide with the remaining expected sign life; and

WHEREAS, the CITY may exercise jurisdiction over any private road or roads located within the CITY's boundaries under written agreement as authorized by Section 316.006(2)(b), Florida Statutes; and

WHEREAS, the CITY is empowered to enforce the State Uniform Traffic Control provisions within the City of Port Orange under Section 316.008(2), Florida Statutes; and

WHEREAS, the CITY and the ASSOCIATION, in the interest of the public health, safety, and welfare, desire to establish terms and conditions for the enforcement of the State Uniform Traffic Control provisions on the private roads owned and controlled by the ASSOCIATION.

NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth herein, the CITY and the ASSOCIATION agree as follows:

SECTION 1. PURPOSE. The purpose of this Amendment and Restatement of Agreement is to establish the terms and conditions under which the CITY will provide State Uniform Traffic Control enforcement over the private roads under the ownership and control of the ASSOCIATION, including all roads shown on the PLATS OF ROYAL PALM P.U.D. PHASE 1, 2 AND 3, as recorded in Map Book 49, Pages 30-33, Map Book 50, Pages 174-178, and Map Book 54, Pages 84-87, respectively, and ROYAL PALM P.U.D. PHASE 3 PARTIAL REPLAT, as recorded in Map Book 55, Pages 58-59, of the Public Records of Volusia County, Florida (hereinafter collectively referred to as "Royal Palm"). A location map and a list of the names of the private roads located with Royal Palm are attached hereto as **Exhibit "A."**

SECTION 2. TERM. This Amendment and Restatement of Agreement shall become effective upon execution by both parties, and completion of Traffic Signage Improvements as required in Section 4, if any, and **shall run for an additional five (5) years, expiring on September 30, 2019.**

SECTION 3. PRIVATE ROADS. The CITY shall enforce the State Uniform Traffic Control provisions over the private roads under the ownership and control of the ASSOCIATION as identified on the attached **Exhibit "A"** that is incorporated by reference into this Amendment and Restatement of Agreement.

SECTION 4. TRAFFIC SIGNAGE.

A. The ASSOCIATION shall, within 30 days of city council approval of this Amendment and Restatement of Agreement, acquire and install, at its sole cost, new street/traffic signage to be installed at the locations listed in the attached **Exhibit "B,"** if any. The ASSOCIATION shall also provide for maintenance of the signage at its sole cost.

B. The CITY reserves the right to make any and all final decisions for all street/traffic signage installations such as, by way of example and not limitation, multi-way stop locations, stop locations, reduction or increase of speed limits. Requests for permission to install the above-referenced signage must be made in writing by the ASSOCIATION to the CITY and the following information must be included in the request:

1. the type of signage requested;
2. the requested location of the signage; and
3. the authorized signature of the person making the request on behalf of the ASSOCIATION.

C. It shall be the ASSOCIATION's sole and exclusive obligation to replace lost, stolen or damaged traffic signage with replacement traffic signage.

D. The ASSOCIATION shall provide to the CITY, upon request, the proposed design plans and specifications for all traffic signs to be installed and the CITY shall review the plans and specifications for conformance to the Manual for Uniform Traffic Control Devices and respond appropriately. The CITY shall be the sole and exclusive party with approval authority as to all final plans and specifications. Prior to commencement of any installation activities by the ASSOCIATION, written approval from the CITY's Chief of Police and Public Works Director must be obtained.

E. The ASSOCIATION shall comply with all CITY standards for signage installation. The CITY's Chief of Police and Public Works Director shall be solely responsible for all signage determinations.

SECTION 5. TRAFFIC ENFORCEMENT.

A. The CITY shall exercise its jurisdiction for municipal traffic control and enforcement on the private roads identified on the attached **Exhibit "A."** Traffic control and enforcement shall include applicable provisions of Chapters 316, 318, 320 and 322, Florida Statutes.

B. The CITY currently provides routine patrols for enforcement of criminal violations of the Florida Statutes within the Plats of Royal Palm. The CITY shall be solely responsible for the means and methods of enforcement of the State Uniform Traffic Control laws, including but not limited to the scheduling of special detail patrols and the use of radar or other methods of enforcement. The CITY in its sole discretion shall have the right to perform traffic control and enforcement if violations are observed concurrently while performing routine patrols. Upon execution of this Amendment and Restatement of Agreement routine patrols shall continue at the same rate and frequency unless the CITY determines otherwise and shall include traffic enforcement along with criminal law enforcement.

SECTION 6. MAINTENANCE AND OPERATION. Upon the completion of the installation of the signage, if any, the ASSOCIATION shall maintain full responsibility for the maintenance and operation of the signage subject to the provisions of this Amendment and Restatement of Agreement. Upon the ASSOCIATION's written request, the CITY shall provide for the signage at the ASSOCIATION's expense. If the ASSOCIATION fails to maintain the signage required in this Amendment and Restatement of Agreement and fails to authorize the CITY to provide said signage, then upon the CITY's notice to the ASSOCIATION, the CITY shall provide for the required signage at the ASSOCIATION's expense.

SECTION 7. LEVEL OF MAINTENANCE. The ASSOCIATION shall maintain the signage in accordance with all CITY policies. In this regard the ASSOCIATION shall record all maintenance activities relative to said street/traffic signage on a CITY approved log sheet and shall routinely furnish copies of said log to the Chief of Police.

SECTION 8. REPAIR, MODIFICATION AND REPLACEMENT. The ASSOCIATION shall not make any modifications (except for normal maintenance activities) to the signage or replace any of the signage without the prior written approval of the CITY's Chief of Police and Public Works Director or in clear emergency situations in which case the CITY shall be immediately notified.

SECTION 9. LEVEL OF SERVICE. It is expressly understood and agreed by the parties hereto that the effect of the signage must be such that traffic will be properly handled. Necessary modifications or replacements may be made by the ASSOCIATION, after written approval by the CITY's Chief of Police and Public Works Director, to accommodate the changing needs of traffic.

SECTION 10. COMPENSATION. The ASSOCIATION shall reimburse the CITY for all actual costs, if any, resulting to the CITY from the installation of the ASSOCIATION's traffic signage, emergency signage requirements, or other CITY costs related to the private roads based upon the City's rate for private detail law enforcement activities.

A. If private detail traffic enforcement services are requested in writing by the ASSOCIATION, the CITY shall have the right to charge the ASSOCIATION for all actual costs resulting to the CITY from the provision of private detail traffic enforcement services over the private roads. Upon execution of this Amendment and Restatement of Agreement the rate for private detail traffic enforcement shall commence at the rate of $40.00 per hour and shall be subject to amendment by city council from time to time.

B. Upon execution of this Amendment and Restatement of Agreement the rate for labor relating to the installation of traffic signage shall commence at the rate of $25.00 per hour. Traffic enforcement shall be performed during routine patrol within the Plats of Royal Palm and the CITY shall not charge for said routine patrol and traffic enforcement occurring during the routine patrol.

C. The actual cost for signage and signage services provided by the CITY and the actual cost for provision of traffic enforcement services provided by the CITY shall be adjusted annually effective on October 1 of each successive year of this Amendment and Restatement of Agreement to the actual costs contemplated by this Amendment and Restatement of Agreement. If the actual costs are increased, the CITY shall provide forty-five (45) days written notice of the increased rates.

SECTION 11. PAYMENT AND BILLING.

A. The CITY shall render to the ASSOCIATION, at the close of each calendar month if services have been rendered, an itemized invoice describing the services rendered, the cost of the services, and other information required by this Amendment and Restatement of Agreement.

B. The costs of services of the CITY shall be invoiced to the ASSOCIATION. Payment by the ASSOCIATION shall be made to the CITY within thirty (30) days of receipt of the CITY's invoices.

<u>SECTION 12</u>. INSURANCE.

A. <u>GENERAL</u>. The ASSOCIATION shall, at the ASSOCIATION's own cost, procure the insurance required under this section and maintain such insurance in effect during the term of this Agreement.

1. The ASSOCIATION shall furnish the CITY with a Certificate of Insurance signed by an authorized representative of the insurance company evidencing the insurance required by this section (Workers' Compensation/Employer's Liability, if applicable, Comprehensive General Liability, Comprehensive Automobile Liability, and Property Damage). The Association shall provide the CITY not less than thirty (30) days written notice prior to the cancellation, nonrenewal, amendment or restriction of coverage. Until such time as the insurance is no longer required to be maintained by the ASSOCIATION, the ASSOCIATION shall provide the CITY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

2. In addition to providing the Certificate of Insurance, if required by the CITY, the ASSOCIATION shall, within thirty (30) days after receipt of the request, provide the CITY with a copy of each of the policies of insurance providing the coverage required by this section.

3. Neither approval by the CITY nor failure to disapprove the insurance furnished by the ASSOCIATION shall relieve the ASSOCIATION of the ASSOCIATION's full responsibility for liability, damages and accidents.

B. <u>INSURANCE COMPANY REQUIREMENTS</u>. Insurance companies providing the insurance under this Amendment and Restatement of Agreement must meet the following requirements:

1. Companies issuing policies, other than Workers' Compensation, must be authorized by maintaining 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. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes.

2. In addition, such companies other than those authorized by Section 440.57, Florida Statutes, shall have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

3. If, during the period which an insurance company is providing the insurance coverage required by this Amendment and Restatement of Agreement, an insurance company shall: (1) lose its Certificate of Authority, (2) no longer comply with Section 440.57, Florida Statutes, or (3) fail to maintain the Best's Rating and Financial Size Category, the ASSOCIATION shall, as soon as the ASSOCIATION has knowledge of any such circumstance, immediately notify the CITY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Amendment and Restatement of Agreement. Until such time as the ASSOCIATION has replaced the unacceptable insurance company with an insurance company acceptable to the CITY, the ASSOCIATION shall be deemed to be in default of this Agreement.

C. SPECIFICATIONS. Without limiting any of the other obligations or liability of the ASSOCIATION, the ASSOCIATION shall, at the ASSOCIATION's sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection. Except as otherwise specified in this Amendment and Restatement of Agreement, the insurance shall become effective prior to the commencement of work by the ASSOCIATION and the CITY and shall be maintained in force until the termination date of this Amendment and Restatement of Agreement. The amounts and types of insurance shall conform to the following minimum requirements.

1. Workers' Compensation/Employer's Liability.

(a) The ASSOCIATION, if acting as an employer or contractor, shall obtain insurance to cover the ASSOCIATION and its subcontractors of every tier for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed with the Commissioner of Insurance, State of Florida for use in Florida or by the National Council on Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Compensation Act, if applicable, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act, and any other applicable federal or state law.

(b) In such amounts as required by law and subject to the restrictions of coverage found in the standard Workers' Compensation Policy for liability, to the extent applicable, for the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor

Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(c) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be the minimum statutory requirement, as amended from time to time.

2. Comprehensive General Liability.

(a) The ASSOCIATION's insurance shall cover the ASSOCIATION for those sources of liability which would be covered by the latest edition of the standard Comprehensive General Liability Coverage Form as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment, and the elimination of coverage for Fire Damage Legal Liability.

(b) The ASSOCIATION shall maintain coverage applicable to the work performed under this Amendment and Restatement of Agreement. The Association shall maintain the minimum limits (inclusive of any amounts provided by an Umbrella or Excess policy) as follows:

	LIMITS
General Aggregate	$2,000,000.00
Personal & Advertising Injury Limit	$1,000,000.00
Each Occurrence Limit	$1,000,000.00

3. Comprehensive Automobile Liability. The ASSOCIATION shall provide coverage for all owned, if applicable, and non-owned vehicles for limits of not less than $1,000,000.00 Combined Single Limits or its equivalent.

4. Obligations. Compliance with the foregoing insurance requirements shall not relieve the ASSOCIATION, its officers, employees, servants or agents, of liability from any obligation under a section or any other portions of this Amendment and Restatement of Agreement.

SECTION 13. TERMINATION. This Amendment and Restatement of Agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days' written notice delivered to the other party or, at the option of the CITY, immediately in the event any of the terms, covenants or agreements of this Amendment and Restatement of Agreement have been violated.

<u>SECTION 14.</u> ASSIGNMENT. No party to this Amendment and Restatement of Agreement shall assign this Amendment and Restatement of Agreement, or any interest arising herein, without the written consent of the other party.

<u>SECTION 15</u>. INDEPENDENT CONTRACTOR. It is agreed by the parties that, at all times and for all purposes within the scope of this Amendment and Restatement of Agreement, the relationship of the ASSOCIATION to the CITY is that of independent contractor and not that of agent or employee. No statement contained in this Amendment and Restatement of Agreement shall be construed so as to find the ASSOCIATION an agent or employee of the CITY, and the ASSOCIATION shall be entitled to none of the rights, privileges or benefits of CITY employees.

<u>SECTION 16</u>. EMPLOYEE STATUS. Persons employed by the ASSOCIATION in the performance of services and functions pursuant to this Amendment and Restatement of Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the CITY's officers and employees either by operation of law or by the CITY.

<u>SECTION 17</u>. ENTIRE AGREEMENT.

A. It is understood and agreed that the entire agreement of the parties is contained herein and that this Amendment and Restatement of Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

B. Any alterations, amendments, deletions, or waivers of the provisions of this Amendment and Restatement of Agreement, except the annual actual cost adjustment set forth in Section 10(c) herein, shall be valid only when expressed in writing and duly signed by the parties.

<u>SECTION 18</u>. NOTICES. Whenever either party desires to give notice to the other, notice shall be sent by certified mail, return receipt requested, to:

FOR CITY:
City Manager
City of Port Orange
1000 City Center Circle
Port Orange, Florida 32129

FOR ASSOCIATION:
John R. Meehl, President
Royal Palm P.U.D. Residents' Association, Inc.
933 Beville Road, Suite 102-B
Daytona Beach, Florida 32119

and

Charles N. Kasza, Registered Agent
933 Beville Road, Suite 102-B
Daytona Beach, Florida 32119

Either party may change, by written notice as provided herein, the address or person for receipt of notices.

SECTION 19. PUBLIC RECORDS LAW. The parties acknowledge the obligations under Chapter 119, Florida Statutes, to release public records to members of the public upon request. The parties acknowledge that the CITY is required to comply with Chapter 119, Florida Statutes, in the handling of the materials created under this Amendment and Restatement of Agreement and that said statute controls over the terms of this Amendment and Restatement of Agreement.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the parties have executed this Amendment and Restatement of Agreement on the dates indicated below.

WITNESSES:	**CITY OF PORT ORANGE, FLORIDA** a Chartered Municipal Corporation
______________________ Name:__________________	By:____________________________ Allen Green, Mayor
______________________ Name:__________________	
______________________ Name:__________________	Attest:__________________________ Robin L. Fenwick, CMC, City Clerk
______________________ Name:__________________	Date: ___________________________

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, a chartered municipal corporation, who acknowledged that he is duly authorized to execute the foregoing Amendment and Restatement of Traffic Enforcement Agreement on behalf of the city. He [_] is personally known to me, or [_] has produced _______________________ as identification.

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

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _______________, 2014 by Robin L. Fenwick, as City Clerk of the City of Port Orange, Florida, a chartered municipal corporation, who acknowledged that she is duly authorized to execute the foregoing Amendment and Restatement of Traffic Enforcement Agreement on behalf of the city. She [_] is personally known to me, or [_] has produced _______________________ as identification.

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

WITNESSES:

Name: HUGH H. LAMBERT

Name: FREDERICK KESTER

Name: HUGH H. LAMBERT

Name: FREDERICK KESTER

ROYAL PALM PUD RESIDENTS' ASSOCIATION, INC.
a Florida Non-Profit Corporation

By: ______________________
John R. Meehl, President

Attest: ______________________
Debra M. McVeigh, Secretary

Date: 10/23/14

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 23RD day of OCTOBER, 2014, by John R. Meehl as President of the Royal Palm P.U.D. Residents' Association, Inc., a Florida non-profit corporation, on behalf of the association, and who [X] is personally known to me, or [ ] has produced ____________________ as identification.

Notary Public State of Florida
Charles N Kasza
My Commission FF 143799
Expires 07/21/2018

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

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 23RD day of OCTOBER, 2014, by Debra M. McVeigh, as Secretary of the of the Royal Palm P.U.D. Residents' Association, Inc., a Florida non-profit corporation, on behalf of the association, and who [X] is personally known to me, or [ ] has produced ____________________ as identification.

Notary Public State of Florida
Charles N Kasza
My Commission FF 143799
Expires 07/21/2018

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

Exhibit "A"

Private Roads

Location Map Attached as Exhibit "1"

<u>PLAT</u>: Royal Palm P.U.D. Phase 1, per Plat Book 49, Pages 30-33
Public Records of Volusia County, Florida

<u>Names of Private Roads</u>:
- Villages of Royal Palm Boulevard
- Coconut Palm Circle
- Fan Palm Court

<u>PLAT</u>: Royal P.U.D. Phase 2, per Plat Book 50, Pages 174-178
Public Records of Volusia County, Florida

<u>Names of Private Roads</u>:
- Villages of Royal Palm Boulevard
- Canna Court
- Areca Palm Drive
- Swordfern Court
- Daylily Street

<u>PLAT</u>: Royal Palm P.U.D. Phase 3, per Plat Book 54, Pages 84-87,
Public Records of Volusia County, Florida

<u>Names of Private Roads</u>:
- Areca Palm Drive
- Weeping Elm Circle

<u>PLAT</u>: Royal Palm P.U.D. Phase 3 Partial Replat,
Per Plat Book 55, Pages 58-59, Public Records of Volusia County, Florida

<u>Names of Private Roads</u>:
- Areca Palm Drive
- Weeping Elm Circle

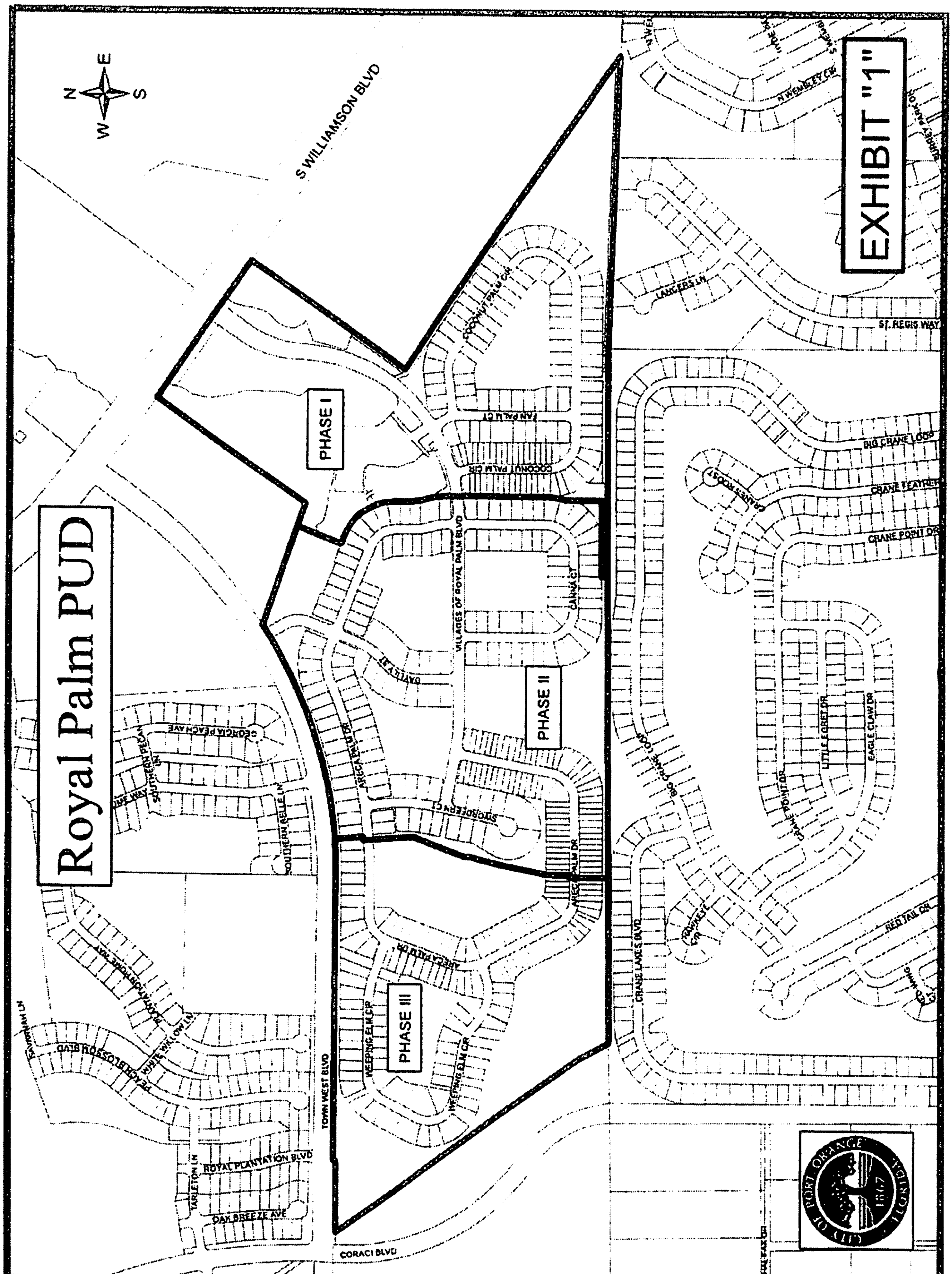


EXHIBIT "1"

TO EXHIBIT "A" – PRIVATE ROADS

Exhibit "B"

Inventory of Street Signs

STOP signs located at the following locations

Villages of Royal Palm – PLAT, Phase 1 – Plat Book 49, Page 30

Villages of Royal Palm Blvd. @ CR4009 (S. Williamson Blvd.)
Villages of Royal Palm Blvd. @ Guard house (entrance)
Villages of Royal Palm Blvd. @ Guard house (exit)
Villages of Royal Palm Blvd. @ Clubhouse entrance
Clubhouse exit @ Villages of Royal Palm Blvd.
Fan Palm Court @ Villages of Royal Palm Blvd.
Coconut Palm Circle @ Fan Palm Court
Fan Palm Court (north) @ Coconut Palm Circle
Fan Palm Court (south) @ Coconut Palm Circle
Coconut Palm Circle @ Villages of Royal Palm Blvd.

Villages of Royal Palm – PLAT, Phase 2 – Plat Book 50, Page 174

Canna Ct. (east) @ Villages of Royal Palm Blvd.
Canna Ct. (west) @ Villages of Royal Palm Blvd.
Areca Palm Dr. (east) @ Villages of Royal Palm Blvd.
Areca Palm Dr. (west) @ Villages of Royal Palm Dr.
Areca Palm Dr. @ Daylily St.
Daylily St. @ Villages of Royal Palm Blvd.
Villages of Royal Palm Blvd. @ Swordfern Court
Swordfern Court @ Areca Palm Dr.

Villages of Royal Palm – PLAT, Phase 3 – Plat Book 54, Page 84

Weeping Elm Circle (north) @ Areca Palm Dr.
Weeping Elm Circle (south) @ Areca Palm Dr.

20 stop signs in total for the subdivision

<u>Speed Limit 25 MPH</u>

Villages of Royal Palm (west bound), west of guard house
Villages of Royal Palm Blvd. (eastbound)
Daylily St. south of entry/exit gate (for entry traffic)

Curve Ahead signs located at: N/A

Keep Right signs located at: N/A

Speed Strictly Enforced signs located at: N/A

No Outlet signs located at: N/A

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE **12/02/2014**

Consent item: No

SUBJECT: Resolution No. 14-76 - Adopting Parks & Recreation Fees for Senior Games

DEPARTMENT: Parks & Recreation

RECOMMENDED MOTION: Move approval of resolution 14-76, to allow for fees to be charged for Senior Games activities and establish an effective date.

SUMMARY: The Parks and Recreation Department will be hosting its first annual Senior Games in December. The attached resolution incorporates the fees associated with this new program.

Project No.:	Funding Account No.:

ATTACHMENTS:

1.	Reso. No. 14-76	Reso. No. 14-76.doc
2.	Fee memo	14memoSr.games.doc

Lovallo, Susan	Created/Initiated - 10/31/2014
Lovallo, Susan	Approved - 10/31/2014
Riehm, Tracey	Approved - 11/15/2014
Roberts, Margaret	Approved - 11/25/2014
Harden, David	Final Approval - 11/25/2014

<u>RESOLUTION NO 14- 76</u>

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, ESTABLISHING SENIOR GAME REGISTRATION FEES; RESTATING ALL PARKS AND RECREATION FEES; SUPERSEDING PRIOR RESOLUTION; AND PROVING AN EFFECTIVE DATE.

WHEREAS, the City of Port Orange Recreation Department offers youth and adult athletic programs; playground programs; adult programs and classes; and other recreational services and facilities; and

WHEREAS, the City of Port Orange incurs administrative expenses to organize these programs and activities, register participants and provide supervision; and

WHEREAS, additional costs are incurred in providing uniforms, supplies, equipment and officials for the athletic programs which are defrayed, in part, by sponsor fees and registration fees, and

WHEREAS, the City Council desires to have such costs borne by persons participating in designated programs and activities and by team sponsors; and

WHEREAS, Section 50-38 of the Code of Ordinances, City of Port Orange, Florida, authorizes the City Council to establish by resolution non-resident fees for recreation activities.

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

Section 1. The sponsor fees and registration fees listed on Exhibit A- D, attached hereto and incorporated herein by reference, are established for participants in and sponsors of youth and adult programs and for participants in playground programs, and other parks and recreation services offered by the City of Port Orange.

Section 2. Pursuant to Section 50-38 of the Code of Ordinances, City of Port Orange, Florida, the non-resident registration fees listed on Exhibit A, attached hereto and incorporated herein by reference, are established for participants in youth and adult athletic programs, playground programs, adult clubs, and classes offered by the City of Port Orange.

Section 3. This resolution shall supersede Resolution No. 14-23.

Section 4. The fees established in this resolution shall become effective upon adoption.

____
MAYOR ALLEN GREEN

ATTEST:

____
Robin L. Fenwick, CMC, City Clerk

Adopted on the ______________ day of ______________

Reviewed and approved: __________________________
City Attorney

Exhibit A

YOUTH PROGRAM REGISTRATION FEES

Youth Sports	$70 (R)	$90 (NR)	15% multi child discount
Youth Rookie Sport	$45 (R)	$65 (NR)	
All Stars	$100 (R)	$120 (NR)	
Open Gym child	$1 daily	$40 annually (R)	$60 annually (NR)
Open Gym Student	$2 daily	$50 annually (R)	$70 annually (NR)
Summer Rec Elem.	$400 (R)	$420 (NR)	
Elem. Trip Package	$150		
Teen Camp	$500 (R)	$520 (NR)	
Camp T- Rec	$222 (R)	$331 (NR)	
Registration Late Fee	$10		

(R) – Resident, (NR)- nonresident, child- under 18, student- over 18 in school

ADULT PROGRAMS

Open Gym Adult	$3 Daily	$60 annually (R)	$80 annually (NR)
Adult Team Sport (15 game season)	$300 PT	Plus $30 per player	Min. 12 players
Adult Team Sport (12 game season)	$200 PT	Plus $30 per player	Min. 10 players
Adult Individual Sport (12 game season)	$25pp (R)	$45 pp (NR)	Add $10 pp for indoor or evening league

(R) – Resident, (NR)- nonresident, PT- per team, PP- per person

SENIOR PROGRAMS

Open Gym Senior	$2 Daily	$50 annually (R)	$70 annually (NR)
Senior Team Sport (12 game season)	$75PT	Plus $30 per player	Min. 12 players
Senior Games Registration fee	$10	$5 each addt'l. event	Golf $15 extra Softball Team fee $50

(R) – Resident, (NR)- nonresident, PT- per team, PP- per person, Senior – over 59

SPECIAL PROGRAMS

Parade entry fee	$15 (NP/NC)	$50 (FP/C)
Get Fit	$40 youth	$50 Adult

(NP) – Nonprofit, (NC)- noncommercial, (FP)- for profit, (C)- commercial

CO-SPONSORED PROGRAMS

Youth Sport (Half year program)	$2,000 per year	
Youth Sport (Full year program)	$4,000 per year	
Adult Center Annual Club Fee (indoors)	$300 ½ building	$600 whole
Adult Center Annual Club Fee (outdoors)	$250	

Exhibit B

SPONSOR FEES

Banner sponsor	$500 per year	$300 renewal
Scoreboard sponsor	$3,000 for 3 years	Or $1,000 yr. for 3 yrs.
Youth team sponsor	$350 per team	
Youth league Sponsor	$1500 per league	(min. 6 teams per league)

ATHLETIC FACILITIES

Gym (1 court) per hour	$50 (NP/NC) $100 (FP/C)	Class- $25 per hr.
Gym Tournament (per court)	$300 per day (NP/NC)	$600 per day (FP/C)
Ball Fields (1-bb or 1 soccer)	$10 per hour (NP/NC)	$20 per hour (FP/C)
Ball Fields Tournament (per field)	$100 per day (NP/NC)	$200 per day (FP/C)
Light Fee per field	$10 per hour	$35 Tournament per day
Hard Court with lights	$10 per hour (NP/NC)	$20 per hour (FP/C)
Skate Park per hour	$15 (NP/NC)	$30 (FP/C)
Skate Park Tournament	$100 per day (NP/NC)	$200 per day (FP/C)

(NP) – Nonprofit, (NC)- noncommercial, (FP)- for profit, (C)- commercial

ATHLETIC SERVICES

Tournament Field Prep (chalk or lined) per field	$35 per Tournament.
Rental Field Prep (peak and non- peak) per field	$10 per occurrence
Athletic Concessionaire (food, decals, photos, etc.) BLDG	$500 per season
Athletic Concessionaire (food, decals, photos, etc.) Cart	$200 per season
Concession Stand (nonprofit)	$100 per day
Parks Field Staffing- per employee	$25 per hour
Part Time Parks Staffing- Per employee	$10 per hour
Temporary Fence Rental per field	$50

(NP) – Nonprofit, (NC)- noncommercial, (FP)- for profit, (C)- commercial

Exhibit C

LAKESIDE COMMUNITY CENTER

Weekday Rate per hour	$75 whole	$30 Lakeview	$50 Community Rm
Weekend Rate per hour	$100		
Class Rental per hour	$30 whole	$15 Lakeview	$15 Community Rm.
Conference Rate (8:30- 5:30 weekdays only)	$350		
Wedding Package (weekend only)	$800		
Lakeside Lawn per hour	$10		
Lakeside Concession Per day	$200 per day (NP/NC)		
Security Deposit	$100		
Alcohol Fee	$50		
Late Check-out per hour	$50		

(NP) – Nonprofit, (NC)- noncommercial, (FP)- for profit, (C)- commercial

ADULT CENTER & ANNEX

A/C Weekday rate per hour	$35 ½ building	$70 Whole
A/C weekend rate per hour	$100	
Annex rate per hour	$25	
A/C Class Rental	$15 ½ building	$30 whole
Security Deposit	$100	
Alcohol Fee	$50	
Late Check Out per hour	$50	

SPECIAL EVENT FACILITIES

Amphitheater per hour	$50 NP/NC	$75 FP/C
City Center Circle per hour	$37.50 NP/NC	$62.50 FP/C
City Center Lake per hour	$25 NP/NC	$62.50 FP/C
City Hall Plaza and green per hour	$12.50 NP/NC	$25 FP/C
Veterans Park per hour	$25 NP/NC	$30 FP/C

(NP) – Nonprofit, (NC)- noncommercial, (FP)- for profit, (C)- commercial

ADDITIONAL VENUES

Picnic Pavilion per 3 hours	$35 (R)	$55 (NR)
Concessionaire Fee per day	$50 NP/NC	$200 FP/C
Exhibitor Fee per day	$35 NP/NC	$150 FP/C
Canoe Kayak Launch Fee	$3.00 per day	$35.00 annual fee
Motor Boat Launch Fee	$5.00 per day	$60.00 annual fee
Preferred Launch Fee	$25.00 per launch	

Exhibit D

ADDITIONAL SPECIAL EVENT FEES

Services Supplied by the City	Fee
Electrical Fee for Pedestals	\$50.00 @
Trash Cans (Rental Includes Two)	\$2.00 @
Barricades (Rental Includes ¼ Closure)	\$2.00 @
Police Services	\$40.00 per hr
VIPS (volunteers in police services)	N/A
Fire Services- including 1st aid	\$55.00 per hr
Park Services	\$25.00 per hr
Public Works Services	\$25.00 per hr
Water Hook Up	\$25.00
Security Deposit	\$100.00
Additional Hour Fee (late Check out)	\$50.00 per hr
Additional Part time Recreation staff	\$10 per hr

M E M O R A N D U M

To: David Harden, City Manager

From: Susan L. Lovallo, Parks & Recreation Director

Date: October 31, 2014

Subj.: Fees

The Parks and Recreation Department will offer the first annual Senior Games in December 2014. Attached is the departments fee resolution indicated the fee for this activity

Exhibit A
New fee for Senior games registration of $10 and a $5 fee for each additional activity. There will be a Softball team fee of $50 and an additional $15 for golf per player.

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 12/02/2014

Consent item: No

SUBJECT: Resolution No. 14-77 - Authorizing an Historic Marker Application: Sands Fish & Oyster Company

DEPARTMENT: City Manager

RECOMMENDED MOTION: To approve Resolution 14 - 77, authorizing the City Manager to submit an historic marker application to the Florida Department of State, Division of Historical Resources and to approve the marker location and text.

SUMMARY: The Florida Historic Marker Program recognizes historic resources, persons and events that are significant in Florida history by promoting the placing of historic markers. The purpose of the program is to increase public awareness of the rich cultural heritage of the state and to enhance the enjoyment of historic sites in Florida by its citizens and tourists.

From 1916 until mid-1950s, the Sands Fish & Oyster Company supplied oysters to markets and restaurants up and down the eastern seaboard of the United States. Founded by William Sands, Sr., the company earned Port Orange the title “Oyster Capital of the World” by harvesting fresh, delicious oysters. The oyster house was located at the corner of Ocean Avenue and Halifax Drive on city property. In exchange for leasing the property, the company provided oyster shells for the city to use on local roads.

The cost for a double-sided marker is $2,550.
Project No.: AIO004
Fund No.: 320-1000-519-63-97

Project No.:	Funding Account No.:

ATTACHMENTS:

1.	Reso. No. 14-77	Reso. No. 14-77.doc
2.	Sands Fish & Oyster Historic Marker text	Sands Fish Oyster Marker Text FINAL.doc
3.	Photo - Sands Fish & Oyster 1930s	Sands Fish Oyster corner Ocean Ave Halifax Drive.jpg
4.	Photo- Sands Fish & Oyster Store	Sands Fish & Oyster W. E. Sands jr 1930s.jpg
5.	Historic Marker Location	Sands Fish Marker location.pdf

Donahue, Kent	Created/Initiated - 11/05/2014
Harden, David	Approved - 11/06/2014
Riehm, Tracey	Approved - 11/15/2014
Roberts, Margaret	Approved - 11/24/2014
Harden, David	Final Approval - 11/25/2014

RESOLUTION NO. 14-77

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AUTHORIZING THE CITY MANAGER TO SUBMIT AN APPLICATION TO NOMINATE "SANDS FISH & OYSTER COMPANY" AS A FLORIDA HERITAGE LANDMARK TO THE STATE OF FLORIDA HISTORICAL MARKERS PROGRAM FOR THE COMPANY'S SIGNIFICANCE AND CONTRIBUTION TO LOCAL COMMUNITY AND THE OYSTER INDUSTRY THAT MADE PORT ORANGE THE "OYSTER CAPITAL OF THE WORLD;" AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AGREEMENTS OR CONTRACTS; PROVIDING FOR A FUND CONTRIBUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of State, Division of Historical Resources recognizes historic recreational and events significant to Florida's history under the Florida Markers Program; and

WHEREAS, the City's cultural and heritage will be enhanced and preserved for future generations; and

WHEREAS, members of the Port Orange Historical Trust have worked dutifully to promote and preserve local historical places; and

WHEREAS, the City Council of the City of Port Orange is proposing to submit the nomination of the "Sands Fish & Oyster Company;" and

WHEREAS, the City Council of the City of Port Orange desires to authorize the submission of an nomination application for the "Sands Fish & Oyster Company" to the State of Florida Department of State under the Florida Historical Markers Program.

WHEREAS, the City authorizes the placement of the proposed marker on City property at the corner of Ocean Avenue and Halifax Drive; and

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

Section 1. The City Council hereby delegates authority to the City Manager of the City of Port Orange to submit a nomination application for the "Sands Fish & Oyster Company" to the State of Florida Department of State under the Florida Historical Markers Program. The nomination application recognizes the historic contributions to the Port Orange community by the Sands Fish & Oyster Company. The Mayor and City Clerk shall be authorized to execute agreements or contracts necessary to implement this Resolution.

Section 2. The City has committed to a $2,550.00 contribution or less but not to exceed $2,550.00 of the total costs to manufacture a double-sided marker.

Section 3. This resolution shall become effective immediately upon adoption.

____
MAYOR ALLEN GREEN

ATTEST:

____
Robin L. Fenwick, CMC, City Clerk

Adopted on the day of

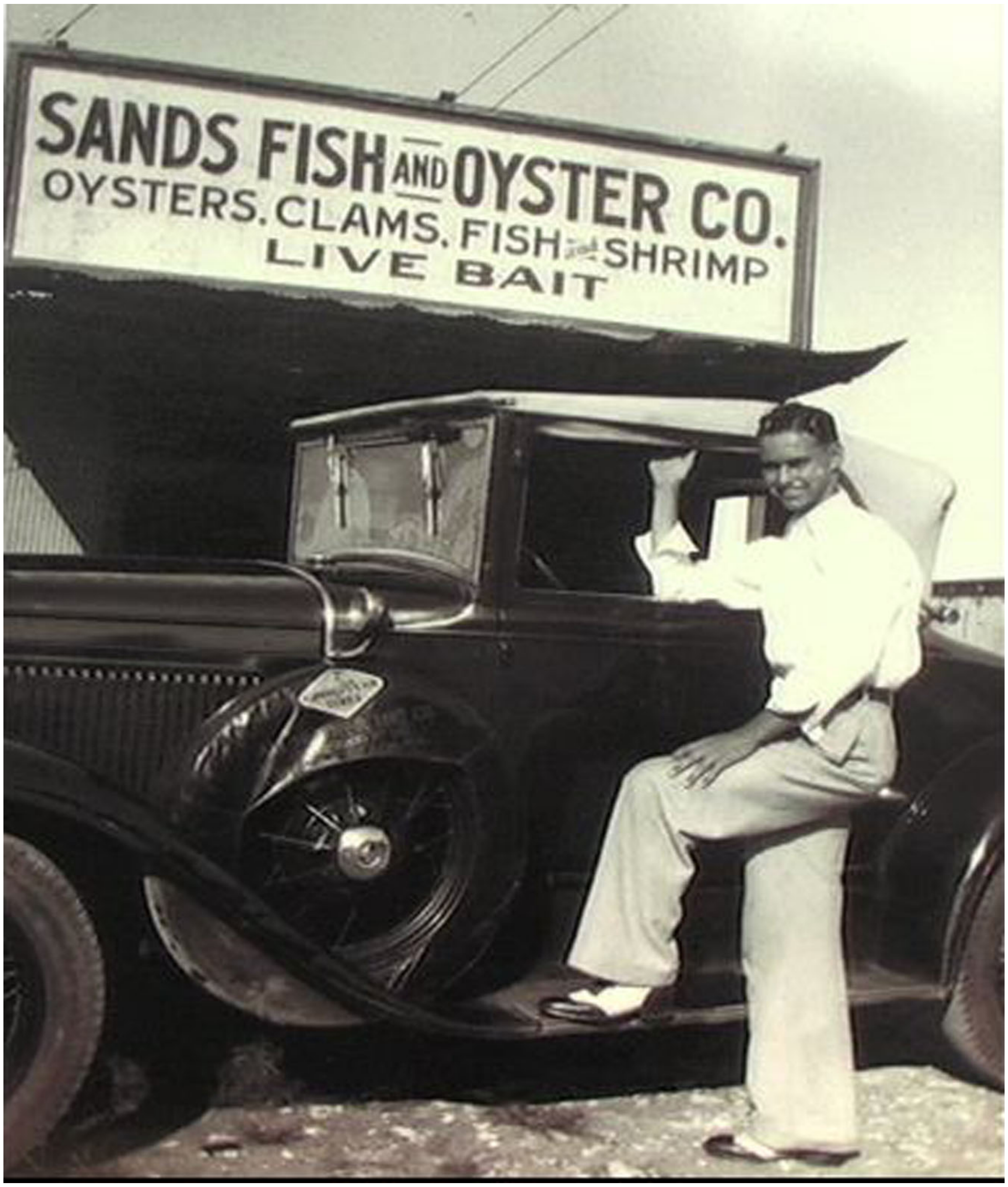
Reviewed and Approved: ____________________________
City Attorney

Sands Fish & Oyster Company Marker Text:

The Sands Fish & Oyster Company supplied oysters to markets and restaurants up and down the eastern seaboard of the United States from 1916 until 1955. Founded by William Sands, Sr., the company earned Port Orange, Florida the titled "Oyster Capital of the World" by harvesting fresh, delicious oysters known far and wide. Mr. Sands managed oyster leases along the Halifax River in Port Orange and Daytona Beach, and as far south as New Smyrna and as far north as St. Augustine.

Originally located just north of Herbert Street on Halifax Drive, the oyster house was moved one block north to the corner of Ocean Avenue and Halifax Drive. Exchange for leasing the City property, the company provided oyster shells for the city to use on local roads.

Harvesting an average of 500 gallons of oysters per day, the company reached a high mark of 905 gallons during one day in 1943 according to records. In addition to oysters, the company supplied clams, fish, and shrimp that found their way on to local dinner tables. A mainstay of the Port Orange business community in terms of providing jobs, the company also had a regional impact. Workers traveled down from Staten Island, New York and Georgia to work during oyster season.


SANDS FISH AND OYSTER CO.
OYSTERS, CLAMS, FISH and SHRIMP
LIVE BAIT

Sands Fish & Oyster Historic Marker Location

The proposed location of the marker is at the corner of Ocean Avenue and Halifax Drive on city owned right of way next to the existing lift station. Situated parallel with Halifax Drive, this location will offer drivers heading east on Ocean Avenue good site lines to the marker. In the future, once the Riverwalk Boardwalk is complete the marker can be repositioned.

Marker Dimensions: 42" wide, 30" tall plus the pole 7ft. in length above ground.

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE **12/02/2014**

Consent item: No

SUBJECT: Resolution No. 14- 78 - Authorizing Submission of an Assistance to Firefighters Grant Application.

DEPARTMENT: Fire/Rescue Services

RECOMMENDED MOTION: Move approval of Resolution No. 14-78.

SUMMARY:

The Federal Emergency Management Agency (FEMA,) offers Assistance to Firefighter Grants (AFG) each year to assist fire departments with purchasing equipment. These grants are very helpful in purchasing necessary expensive equipment such as Engines, Bunker Gear and Self Contained Breathing Apparatus (SCBA). Some of the Air Cylinders we currently have will go out of date in late 2015 (15 year life of service), and will need to be replaced. We last updated our SCBAs in 2008, which brought them up to the current NFPA standard at that time. The overall age of our SCBAs is 15 years which by standards puts them close to replacement age. The exact replacement age is dependent on a few factors; usage, maintenance, and changes to the NFPA standard for which the SCBA would have to be upgraded. We have reached the point where the cost of maintenance and repairs is about 50% of the total cost of the SCBA. The new SCBAs have a 15 year warranty on defective materials and/or faulty workmanship, which is the longest warranty in the business.

We are requesting permission to apply for the AFG in the amount of $282,424.00, of which the city must pay $28,242.00. This grant will save the City of Port Orange $254,182.00, and will give the department new SCBAs that will not need replacing for at least 15 years.

Project No.: None

Funding Account No.: 001-3100-522.40-10
001-3100-522.52-00
001-3100-522.52-12
001-3100-522.52-16

ATTACHMENTS:

1.	Reso. No. 14-78	Reso. No. 14-78.docx

Burgman, Ken — Created/Initiated - 11/11/2014
Irby, Skip — Approved - 11/12/2014

Riehm, Tracey	Approved - 11/15/2014
Roberts, Margaret	Approved - 11/25/2014
Harden, David	Final Approval - 11/25/2014

RESOLUTION NO. 14-78

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; AUTHORIZING THE CITY MANAGER TO SUBMIT AN APPLICATION FOR THE ASSISTANCE TO FIREFIGHTERS GRANT (AFG), FOR THE PURCHASE OF ENGINES, BUNKER GEAR AND SELF CONTAINED BREATHING APPARATUS (SCBA); AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AGREEMENTS AND CONTRACTS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Federal Emergency Management Agency (FEMA) offers the Assistance to Firefighters Grant (AFG) each year to assist fire departments with purchasing equipment; and

WHEREAS, the City Council of the City of Port Orange authorizes the submission of an application for the Assistance to Firefighters Grant (AFG).

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

Section 1. The City Council of the City of Port Orange hereby delegates authority to the City Manager to submit an application to the Assistance to Firefighters Grant (AFG).

Section 2. The City Council of the City of Port Orange hereby authorizes the application for grant funding in the amount of $254,182.00.00. The City shall contribute $28,242.00.

Section 3. The Mayor and City Clerk shall be authorized to execute any and all documents, agreement or contracts necessary to implement this Resolution.

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 __________________________, 2014

Reviewed and Approved: ______________________________
City Attorney

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE **12/02/2014**

Consent item: No

SUBJECT: Resolution No. 14-80 - Accept 2014 Edward Byrne Memorial Justice Assistance Grant (JAG)

DEPARTMENT: Police Services

RECOMMENDED MOTION: Move to approve Resolution #14-80, accepting grant funds from the Florida Department of Law Enforcement in the amount of $10,000 to be used towards the purchase of two Mobile Automated License Plate Recognition systems.

SUMMARY: The Port Orange Police Department has been awarded grant funds from the Florida Department of Law Enforcement 2014 Edward Byrne Memorial Justice Assistance Grant in the amount of $10,000. These funds will be used towards the purchase two Veriplate ALPR (Automated License Plate Recognition) systems. This system instantly checks against a variety of vehicle databases from the officer's patrol vehicle. An alarm will prompt an officer to verify the information and take appropriate action.

NDI Recognition Systems is a sole source provider as their ALPR System connects to the countywide Tiburon RMS/CAD system (DBPD/VCSO online) and has submitted a quote in the amount of $42,034. An additional $5,000 may be required for the server licensing fees however it is believed VCSO will allow access to their ALPR database negating this charge. Grant funds in the amount of $10,000 will be used toward the total purchase, not to exceed $47,034. State forfeiture funds will be utilized for the balance - Account #607-3200-521-64-00.

Project No.:	Funding Account No.:

ATTACHMENTS:

1.	Reso. No. 14-80	Reso No 14-80.docx
2.	JAG Grant	JAG Grant 2014.pdf

Grabowski, Debbie	Created/Initiated - 11/17/2014
Monahan, Gerald	Approved - 11/17/2014
Riehm, Tracey	Approved - 11/17/2014
Roberts, Margaret	Approved - 11/25/2014
Harden, David	Final Approval - 11/25/2014

<u>RESOLUTION NO. 14-80</u>

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; RATIFYING THE SUBMISSION OF THE APPLICATION FOR AND ACCEPTING THE GRANT FUNDING FROM THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT 2014 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG), FOR THE PURCHASE OF MOBILE AUTOMATED LICENSE PLATE RECOGNITION SYSTEMS; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AGREEMENTS AND CONTRACTS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Port Orange Police Department applied for grant funds from the Florida Department of Law Enforcement 2014 Edward Byrne Memorial Justice Assistance Grant (JAG) for the purchase of two (2) Mobile Automates License Plate Recognition Systems; and

WHEREAS, the City Council of the City of Port Orange desires to ratify the submission of an application to and acceptance of the grant from the Florida Department of Law Enforcement 2014 Edward Byrne Memorial Justice Assistance Grant (JAG).

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

<u>Section 1.</u> The City Council of the City of Port Orange hereby ratifies the application to the Florida Department of Law Enforcement 2014 Edward Byrne Memorial Justice Assistance Grant (JAG).

<u>Section 2.</u> The City Council of the City of Port Orange hereby accepts grant funding in the amount of $10,000.00.

Section 3. The Mayor and City Clerk shall be authorized to execute any and all documents, agreement or contracts necessary to implement this Resolution.

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 __________________________, 2014

Reviewed and Approved: ______________________________
City Attorney

FDLE

Florida Department of Law Enforcement

Gerald M. Bailey
Commissioner

Business Support
Office of Criminal Justice Grants
Post Office Box 1489
Tallahassee, FL 32302-1489
(850) 617-1250
www.fdle.state.fl.us

Rick Scott, *Governor*
Pam Bondi, *Attorney General*
Jeff Atwater, *Chief Financial Officer*
Adam Putnam, *Commissioner of Agriculture*

RECEIVED
NOV 10 2014
BY:

November 5, 2014

The Honorable Allen Green
Mayor
City of Port Orange
1000 City Center Circle
Port Orange, Florida 32129

Dave Burns

Re: Federal Fiscal Year (FFY) 2014 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – Florida JAG Direct

Dear Mayor Green

The Florida Department of Law Enforcement (FDLE) has received an award from the United States Department of Justice (USDOJ) for FFY 2014 JAG funds. These grant funds are distributed to units of local government based on local population and crime statistics reported to FDLE.

FDLE has allocated $10,000.00 from this award for use by your agency, in accordance with the Florida JAG Direct distribution provision of Chapter 11D-9, Florida Administrative Code. Please note these funds require monthly or quarterly expenditure and performance reporting. Specific program requirements for these JAG funds and general instructions regarding the application process and a list of federal purpose areas can be found at http://www.fdle.state.fl.us/Content/grants/jagd.aspx. Applications that do not comply with the instructions or do not include all required information will be returned for revision or will have a special condition withholding funds placed on the grant at the time of award.

Recipients must apply online using FDLE's grant management system, Subgrant Information Management Online (SIMON). SIMON can be accessed at http://simon.fdle.state.fl.us. The Project Start and End Dates on the application should reflect the period **February 1, 2015** through **June 30, 2015**.

Application completion will require an "Announcement Code" which is a security feature allowing access to the application. The Announcement Code for this application is **JAGD1415**. This code is currently activated and will remain active through the deadline for submission. Application completion will not be possible without the announcement code. A user manual and video tutorial are available online for assistance. The deadline for submission is **Friday, December 19, 2014**.

In addition to the electronic submission, recipients must print the completed application and required certifications and submit two hard copies (with original signatures) by **Wednesday, December 31, 2014** to:

Physical address for courier delivery:

Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, FL 32308

Mailing address for USPS delivery:

Office of Criminal Justice Grants
Florida Department of Law Enforcement
P.O. Box 1489
Tallahassee, Florida 32302-1489

The intent and purpose of the JAG program is to improve the criminal justice system, reduce crime and improve public safety; and projects may be funded under any one of the JAG purpose areas. However, recipients are reminded that federal funds must not supplant those funds that have been appropriated for the same purpose, and may not be used to pay all or part of any costs, positions, expenditures, etc. the recipient is already obligated or budgeted to pay. To further clarify, federal grant funds should not be utilized to support or accomplish an agency's baseline capabilities. Instead, grant funds should be used to enhance or implement those services which the agency is not able to support or sustain within existing capabilities.

Please ensure the application clearly discusses the criminal justice or law enforcement program for which federal funds will be used, and the Scope of Work provides all required contract elements for project activities, deliverables and documentation. If funds are being requested for equipment or technology, the application should provide discussion for how that equipment will provide services or support in addition to or outside of current agency capabilities.

Our office is available Monday through Friday, 8:00a.m.– 5:00p.m. EDT at (850) 617-1250 to assist with any questions. For issues relating to SIMON, please contact Government Analyst Tim Colletti at (850) 617-1258. For questions regarding your proposal or the JAG program, please contact me or Planning Manager Annamarie Whatley at (850) 617-1250. We look forward to working with you to provide this important funding to Florida's agencies.

Sincerely,

Petrina T. Herring

Petrina Tuttle Herring
Bureau Chief

PTH/aw

cc: Local Law Enforcement Agency

ndiRS
NDI RECOGNITION SYSTEMS

NDI Recognition Systems
105 E. State Road 434
Winter Springs, FL 32708
Toll Free: 866-458-0426

4 Camera Mobile QUOTE
Port Orange Police Department
Wayne Miller
Assistant Chief of Police

Date: November 12, 2014 (Valid for 90 days)

Questions: Call Christopher McKissick, MPA, Director of Sales@ 386-453-8920 or email c.mckissick@ndi-rs.net

BUND-4 Cam Mob	4 Camera Mobile ALPR Solution	VeriPlate 4 Camera Mobile Bundle featuring V220 LPR Cameras. Each Mobile Bundle Includes: V220 variable focus, dual lens cameras with integrated infrared illuminator, custom camera cables, VP400 Mobile LPR Processor with 12v smart power supply, VeriPlate TALON software with Law Enforcement Client Interface and all standard mounting brackets.	$18,000.00	2	$36,000.00
Install MNT-MOB	Installation	Vehicle Installation & Commissioning (To be at NDI's Offices in Winter Springs, Florida scheduled in advance) 2014 Ford Taurus Install Parts	$2,500.00 $517.00	2 2	$5,000.00 $1,034.00
VISCE	VISCE ALPR BackOffice	VISCE ALPR BackOffice Server Licensing (5 Web Based Clients) ****No Charge if connected to existing DBPD and/or VCSO VISCE ALPR Server which provides for immediate data-sharing of ALPR data between Volusia County Agencies****	$5,000.00	1	No Charge (Provided connecting to DBPD or VCSO)
3SW-MS	MapPoint	Microsoft MapPoint 2010 In-Car Integrated Mapping Solution	$530.45	2	Included
Training	Services	VeriPlate In-Car & VISCE Back-Office Training	Included	1	Included
SHIPPING	SHIPPING	Shipping and/or Freight to Agency	Included	1	Included
T&L	Travel	Travel & Living Costs associated w/Installation, Configuration and Training	Included	1	Included
Warranty	1st Year	1st Year Manufacturer Warranty Included at "No-Charge"	Included	1	Included
On-Site Support	Renewed Annually	Gold On-Site Annual Support Agreement; "Renewed Annually Starting Year 2"	16% of Capital Investment	1	($5,184. Year 2)
VP-Pred	Pred-SW	"In-Car Live Check" Predator Upgrade When the Live Check button is pushed, the currently selected license plate will be checked against live databases (FCIC/NCIC, etc.) using your existing wireless connection to your state's criminal justice information network & CAD system. *****Tiburon VCSO/POPD****	$2,500.00	2	$5,000.00
		Strategic Partnership Discount for PO before March 28, 2015			**-$5,000.**
		Total NDI ALPR Project Investment:			**$42,034.**

PRIVILEGED AND CONFIDENTIAL – PROPRIETARY INFORMATION

NDI RECOGNITION SYSTEMS

veriplate
Automated License Plate Recognition

November 12, 2014

Port Orange Police Department
4545 Clyde Morris Blvd
Port Orange, Florida 32129

RE: Sole Source Memo for VeriPlate ALPR (Automated License Plate Recognition) Fixed ALPR Solutions

This is to confirm that NDI Technologies Inc., a Florida Corporation is the designer, developer, author and sole source of supply for the full range of VeriPlate ALPR solutions as previously demonstrated and now in current use by the Florida Highway Patrol and over 50 law enforcement agencies throughout Florida including the Volusia County Sheriff's Office and the Daytona Beach Police Department. *(Sole Source)*

NDI's ALPR Back-Office solution known as VISCE, which is today deployed with the Volusia County Sheriff's Office and Daytona Beach Police Department, is a proprietary application with an associated proprietary database. There is no known vendor in the industry that can send, receive, store, transmit and/or query NDI's proprietary database. NDI, and Only NDI can provide additional ALPR cameras and ALPR processors that can seamlessly integrate with Volusia County's and Daytona Beach PD's existing VISCE ALPR database and allow Port Orange PD true data-sharing interoperability of ALPR data. No other ALPR vendor can integrate with NDI's solutions.NDI does not provide any interfaces or custom scripts for any vendor other than NDI to access NDI's proprietary VISCE ALPR database. (Sole Source)

NDI-RS's entire suite of ALPR products are based on a proprietary and entirely unique neural network recognition engine called Talon. *(Sole Source)* NDI-RS is the only ALPR provider offering Neural network technology which is superior to any template based Optical Character Recognition (OCR) ALPR system, offering significantly higher performance and accuracy. (Sole Source)

A competitive differentiator that continues to support the *Sole Source* purchase criteria and separate NDI Recognition Systems from all other industry offerings is our VeriPlate "PREDATOR" and VGate software advantage which includes our unmatched CAD (computer-aided dispatch) integration module (any CAD system, Including Volusia County S/O's CAD system "Tiburon") allowing for a ***Single Click " Live Check" (Sole Source)*** with the push of a single button, providing real time access to Hotlists and Dynamic Dispatch pushing up to the minute intelligence to the Officer. The LIVE CHECK feature is the ***ONLY LPR interface*** allowing an officer to ***check any registration/tag via NCIC and FCIC in REAL TIME.*** *(Sole Source)*

Sincerely,

Christopher R. McKissick, MPA

Christopher McKissick, MPA
Director of Sales, U.S. Public Safety
NDI Recognition Systems
386-453-8920 Mobile
c.mckissick@ndi-rs.net