



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

APRIL 19, 2016

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 - Chaplain Christopher Bailey of Florida Hospital/NSB
3. Roll Call
4. Rules of Procedure

B. AGENDA APPROVAL

C. SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

5. Recognition of Service - Skip Irby, Fire Chief
6. International Women's Motorcycle Club, Leather & Lace MC - Motorcycle Safety Awareness
7. FY 15 CAFR Presentation

D. PUBLIC HEARING

8. Second Reading - Ordinance No 2016-4 - Chapter 50 Establishing Golf Advisory Board
9. First Reading - Ordinance No. 2016-5 - Amendment to Fire and Rescue Pension Fund Ordinance - Chapter 54, Article IV of the Code of Ordinances
10. First Reading - Ordinance No. 2016-1 - Rezoning, Master Development Agreement (MDA) and Conceptual Development Plan (CDP) for Serenity Hills PUD; east side of Hensel Road, north of Hills Boulevard
11. First Reading - Ordinance No. 2016-6 – Adoption of the 16-1 Comprehensive Plan Amendments/Martin Road; CASE NO. 15-20000002

12. First Reading - Ordinance No. 2016-7 – 1st Amendment to the Woodhaven Master Development Agreement and Conceptual Development Plan; CASE NO. 16-40000002

E. BOARD APPOINTMENTS, INTERVIEWS, REPORTS

13. Citizen Advisory Committee for TPO

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

G. COUNCIL COMMENTS

14. Comments/Concerns from Council Members

H. CONSENT AGENDA

15. Approval of Minutes

- a. March 29, 2016 - Special Meeting/Workshop
- b. April 5, 2016 - Regular City Council Meeting

16. City Attorney's Report FY-16 Second Quarter

17. Bid Awards and Contract Items

- a. Approval of Task Authorization No. 7 to the Master Contract for Engineering Services with Quentin L. Hampton Associates, Inc. for contract and grant administration and Engineer of Record services for White Acres Subdivision Utility Improvements Project Bid B16-07
- b. Award Bid #16-07 White Acres Subdivision Utility Improvements Project to Hazen Construction, LLC.
- c. Deductive Change Order No. 1 - Halifax Paving Inc., FY 2015 Paving Program
- d. Change order #1 YMCA

18. Proposed License Agreement – Lot 10, Countryside PUD, Unit XII - B Subdivision; 3918 Oak Crest Circle

19. Proposed License Agreement – Lot 12, Countryside PUD, Unit XII - B Subdivision; 3922 Oak Crest Circle

20. Proposed License Agreement – Lot 22, Countryside PUD, Unit XII - B Subdivision; 3942 Oak Crest Circle

21. Proposed License Agreement – Lot 33, Countryside PUD, Unit XII - B Subdivision; 3937 Oak Crest Circle

22. Police Benevolent Association (PBA) Contract Approval of FY 2015-16 and FY 2016-17 Wage Reopener for Article 26, Wages on the PBA 2014 - 2017 Collective Bargaining Agreement

I. REGULAR AGENDA

23. First Reading - Ordinance No. 2016-8 - General Obligation Refunding Bonds

24. Resolution No. 16-19 - Intent to Adopt Moratorium - Adult Entertainment Establishments

25. Award of Bid #15-30 421/Dunlawton Median Landscape Beautification – Phase 1 (Spruce Creek Road to Nova Road)

26. Amendment Number 23 to the Contract with Zev Cohen & Associates, Inc. (ZCA) for Professional Services for landscape design and permitting for the 421/Dunlawton Median Landscape Beautification – Phase 2 & 3 (Nova Road to Taylor Branch Road).

J. COMMENTS

27. City Attorney Comments

28. City Manager Comments

K. COUNCIL COMMITTEE REPORTS

29. City Council Committee Reports

a. Arthaus

b. Port Orange/South Daytona Chamber of Commerce

c. Roundtable of Elected Officials

L. 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 04/19/2016

Consent item: No

SUBJECT: FY 15 CAFR Presentation

DEPARTMENT: Finance

GOAL:

OBJECTIVE:

RECOMMENDED MOTION: Move to accept the FY15 CAFR as presented

SUMMARY: The City's auditors, James Moore & Co will present the attached Comprehensive Annual Financial Report (CAFR) for the year ended September 30, 2015.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	2015 CAFR	2015 CAFR.pdf
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Riehm, Tracey
Johansson, M. Jake

Created/Initiated - 04/14/2016
New -

**COMPREHENSIVE ANNUAL
FINANCIAL REPORT**

CITY OF PORT ORANGE, FLORIDA

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2015

Prepared by:
Finance Department
Tracey Riehm, Finance Director

Table of Contents

Introductory Section

Table of Contents	i - iii
Principal City Officials	1
Letter of Transmittal.....	2 - 5
Organizational Chart.....	6
Certificate of Achievement for Excellence in Financial Reporting	7

Financial Section

Independent Auditors' Report.....	8 - 10
Management's Discussion and Analysis.....	11 - 24
Basic Financial Statements	
Government-wide Financial Statements	
Statement of Net Position.....	26
Statement of Activities.....	27
Fund Financial Statements	
Balance Sheet—Governmental Funds	28
Reconciliation of the Balance Sheet – Governmental Funds to the Statement of Net Position.....	29
Statement of Revenues, Expenditures and Changes in Fund Balances—Governmental Funds.....	30
Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances of Governmental Funds to the Statement of Activities.....	31
Statement of Revenues, Expenditures and Changes in Fund Balances – Budget and Actual – General Fund	32
Statement of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual – Eastport Business Center CRA.....	33
Statement of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual – Town Center CRA.....	34
Statement of Net Position – Proprietary Funds.....	35
Statement of Revenues, Expenses and Changes in Net Position – Proprietary Funds	36
Statement of Cash Flows – Proprietary Funds	37
Statement of Fiduciary Net Position – Fiduciary Funds	38
Statement of Changes in Fiduciary Net Position – Fiduciary Funds	39
Notes to Financial Statements	40 - 84
Required Supplementary Information	
Schedules of Funding Progress – OPEB	87
Schedules of Contributions from Employer – OPEB.....	88
Schedules of Changes in Net Pension Liability and Related Ratios – General Employees Plan.....	89
Schedules of Changes in Net Pension Liability and Related Ratios – Police Plan	90
Schedules of Changes in Net Pension Liability and Related Ratios – Fire Plan.....	91
Schedule of Contributions – General Employees Plan	92
Schedule of Contributions – Police Plan.....	93
Schedule of Contributions – Fire Plan	94
Schedules of Investment Returns	95

Combining Nonmajor Governmental Funds Financial Statements and Other Schedules	
Combining Balance Sheet – Nonmajor Governmental Funds	97 - 98
Combining Statement of Revenues, Expenditures and Changes in Fund Balances – Nonmajor Governmental Funds	99 - 100
Schedule of Revenues, Expenditures and Changes in Fund Balance Budget and Actual – Business Development	101
Schedule of Revenues, Expenditures and Changes in Fund Balance Budget and Actual – Recreation Facilities	102
Schedule of Revenues, Expenditures and Changes in Fund Balance Budget and Actual – Community Development Building	103
Schedule of Revenues, Expenditures and Changes in Fund Balance Budget and Actual – Community Development Block Grant	104
Schedule of Revenues, Expenditures and Changes in Fund Balance Budget and Actual – Debt Service Funds	105
Schedule of Revenues, Expenditures and Changes in Fund Balance Budget and Actual – General Construction	106
Schedule of Revenues, Expenditures and Changes in Fund Balance Budget and Actual – Transportation Capital Projects	107
Schedule of Revenues, Expenditures and Changes in Fund Balance Budget and Actual – Capital Improvement Bond Construction	108
Schedule of Revenues, Expenditures and Changes in Fund Balance Budget and Actual – Fire Impact	109
Schedule of Revenues, Expenditures and Changes in Fund Balance Budget and Actual – Transportation Impact	110
Schedule of Revenues, Expenditures and Changes in Fund Balance Budget and Actual – General Obligation Capital Projects	111
Schedule of Revenues, Expenditures and Changes in Fund Balance Budget and Actual – Capital Replacement	112
Schedule of Revenues, Expenditures and Changes in Fund Balance Budget and Actual – Economic Development Capital	113
Schedule of Revenues, Expenditures and Changes in Fund Balance Budget and Actual – Town Center Bond Project	114
Schedule of Revenues, Expenditures and Changes in Fund Balance Budget and Actual – 2014 Capital Improvement Bond Projects	115
Schedule of Revenues, Expenditures and Changes in Fund Balance Budget and Actual – Recreation Impact	116
Combining Statement of Net Position – Internal Service Funds	117
Combining Statement of Revenues, Expenses and Changes in Net Position – Internal Service Funds	118
Combining Statement of Cash Flows – Internal Service Funds	119

Statistical Section

Table I	Net Position by Component – Last Ten Fiscal Years.....	121
Table II	Changes in Net Position – Last Ten Fiscal Years.....	122
Table III	Fund Balances – Governmental Funds – Last Ten Fiscal Years	123
Table IV	Changes in Fund Balances – Governmental Funds – Last Ten Fiscal Years	124
Table V	Tax Revenues by Source – Governmental Funds – Last Ten Fiscal Years	125
Table VI	Assessed Value and Estimated Actual Value of Taxable Property - Last Ten Fiscal Years	126
Table VII	Property Tax Rates and Tax Levies – All Direct and Overlapping Governments - Last Ten Fiscal Years	127
Table VIII	Principal Property Taxpayers – Current and Nine Years Ago.....	128
Table IX	Property Tax Levies and Collections – Last Ten Fiscal Years.....	129
Table X	Ratios of Outstanding Debt by Type – Last Ten Fiscal Years	130
Table XI	Ratios of General Bonded Debt Outstanding – Last Ten Fiscal Years.....	131
Table XII	Direct and Overlapping Governmental Activities Debt	132
Table XIII	Pledged Revenue Coverage – Last Ten Fiscal Years	133
Table XIV	Demographic and Economic Statistics – Last Ten Fiscal Years	134
Table XV	Principal Employers	135
Table XVI	Full-Time Equivalent Government Employees by Function/Program - Last Ten Fiscal Years	136
Table XVII	Operating Indicators by Function/Program – Last Ten Fiscal Years	137
Table XVIII	Capital Asset Statistics by Function/Program – Last Ten Fiscal Years.....	138

Single Audit

Schedule of Expenditures of Federal Awards.....	139
Notes to the Schedule of Expenditures of Federal Awards.....	140
Schedule of Findings and Questioned Costs.....	141 - 144
Independent Auditors' Report on Compliance for Each Major Federal Program and State Project and Report on Internal Control over Compliance In Accordance with OMB Circular A-133.....	145 - 146

Other Reports

Independent Auditors' Report on Internal Control over Financial Reporting and On Compliance and Other Matters Based on an Audit of Financial Statements in Accordance with <i>Government Auditing Standards</i>	147 - 148
Independent Auditors' Management Letter Required by Chapter 10.550, Rules of the State of Florida Office of the Auditor General	149 - 151
Independent Accountants' Examination Report.....	152
Management's Response to Findings.....	153 - 154

City of Port Orange, Florida
Comprehensive Annual Financial Report
For the fiscal year ended September 30, 2015

Mayor

Allen Green

Council Members

District 1—Bob Ford

District 2—Donald O. Burnette

District 3—Drew Bastian

District 4—Scott Stiltner

City Manager

Michael Johansson

City Attorney

Margaret Roberts

Finance Director

Tracey Riehm, CPA



CITY OF PORT ORANGE

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

April 14, 2016

To the Honorable Mayor, Members of the City Council, and Citizens of the City of Port Orange.

State law requires that all general-purpose local governments publish within nine months of the close of each fiscal year a complete set of financial statements presented in conformity with generally accepted accounting principles (GAAP) and audited in accordance with generally accepted auditing standards by a firm of licensed certified public accountants. We hereby issue the comprehensive annual financial report of the City of Port Orange for the fiscal year ended September 30, 2015.

This report consists of management's representations concerning the finances of the City of Port Orange. Consequently, management assumes full responsibility for the completeness and reliability of all of the information presented in this report. To provide a reasonable basis for making these representations, management of the City of Port Orange has established a comprehensive internal control framework that is designed both to protect the City's assets from loss, theft, or misuse and to compile sufficient reliable information for the preparation of the City of Port Orange's financial statements in conformity with GAAP. Because the cost of internal controls should not outweigh their benefits, the City of Port Orange's comprehensive framework of internal controls has been designed to provide reasonable rather than absolute assurance that the financial statements will be free from material misstatement. As management, we assert that, to the best of our knowledge and belief, this financial report is complete and reliable in all material respects.

James Moore & Co., P.L., a firm of licensed certified public accountants has audited the City of Port Orange's financial statements. The goal of the independent audit was to provide reasonable assurance that the financial statements of the City of Port Orange for the fiscal year ended September 30, 2015, are free of material misstatement. The independent audit involved examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; assessing the accounting principles used and significant estimates made by management; and evaluating the overall financial statement presentation.

The independent auditors concluded, based upon the audit, that there was a reasonable basis for rendering an unmodified opinion that the City of Port Orange's financial statements for the fiscal year ended September 30, 2015, are fairly presented in conformity with GAAP. The independent auditor's report is presented as the first component of the financial section of this report.

"Growing In Beauty and Opportunity"

The independent audit of the financial statements of the City of Port Orange was part of a broader, state mandated “Single Audit” designed to meet the special needs of state grantor agencies. The standards governing Single Audit engagements require the independent auditor to report not only on the fair presentation of the financial statements, but also on the audited government’s internal controls and compliance with legal requirements, with special emphasis on internal controls and legal requirements involving the administration of state awards. These reports are available in the City of Port Orange’s separately issued Single Audit Report.

Management’s Discussion and Analysis (MD&A) immediately follows the independent auditor’s report and provides a narrative introduction, overview and analysis to accompany the basic financial statements. This letter of transmittal is designed to complement MD&A and should be read in conjunction with it.

Profile of Government

The City of Port Orange, incorporated in 1925, is located in east central Florida. Central Florida ranks as one of the fastest growing areas in the United States, and the City of Port Orange has followed this pattern steadily, growing from a population of 3,700 people in 1973 to an estimated 58,656 in 2015. The City of Port Orange currently occupies a land area of 28.86 square miles.

The City of Port Orange has operated under the council-manager form of government with a City Council consisting of the Mayor and four other members. The Mayor and Council members are non-partisan and elected to serve four year staggered terms. The Council is the governing board and has legislative responsibilities including setting policy, adopting ordinances and resolutions, adopting an annual millage rate and budget, appointing committees, and appointing both the City Manager and Attorney. The City Manager is responsible for carrying out the policies and ordinances of the governing body, for overseeing the day-to-day operations of the City and for appointing the heads of various departments.

Port Orange provides a full range of services, including police, fire and rescue, street construction and maintenance, planning and zoning, parks and recreation, cultural events and general administrative services. In addition, water and sewer service, solid waste collection, stormwater and a golf course are provided under an Enterprise Fund concept with user charges established by the City Council to ensure adequate coverage of operating expenses and payments on outstanding debt. Vehicle maintenance, building maintenance, data processing, lease and replacement, self-insurances and loan pool activities are provided through Internal Service Funds. The City of Port Orange provides water and sewer service outside the city limits, including the City of Daytona Beach Shores, the Town of Ponce Inlet, and certain unincorporated parts of Volusia County. The City of Port Orange contracts with private enterprise for solid waste collection.

The annual budget serves as the foundation for the City of Port Orange’s financial planning and control. All departments of the City of Port Orange are required to submit requests for appropriation to the City Manager. The City Manager uses these requests as the starting point for developing a proposed budget that is presented to the City Council. The council is required to hold two public hearings on the proposed budget and to adopt a final budget no later than September 30, the close of the City of Port Orange’s fiscal year. The appropriated budget is prepared by fund, function and department. Subject to City Manager approval, department heads may make transfers of appropriations within a department. Transfers of appropriations between departments, however, require approval of the City Council. Budget-to-actual comparisons are provided in this report. The general fund and a major capital project fund comparison are presented as part of the required supplemental information for the City. Other funds are presented in the combining and individual fund statements section.

Factors Affecting Financial Condition

The information presented in the financial statements is perhaps best understood when it is considered from the broader perspective of the specific environment within which the City of Port Orange operates.

Local economy: The City of Port Orange currently enjoys a favorable economic environment and local indicators point to continued stability. Recovering property values led to an increase of 6.5% in taxable value for the year ended September 30, 2015. The City's business district is expected to maintain its current occupancy rate with a variety of stores, specialty shops and commercial businesses, and residential growth is stable. Based upon permitting activity, development and construction of Commercial Retail Space is expected to be steady during the foreseeable future, fueled by local and regional populations.

Financial policies: The City has adopted a fund balance and working capital policy of maintaining an unassigned fund balance of between 30% and 35% of operating expenditures (less transfers) in the General fund. Working capital of between 25% and 30% of operating expenses (less transfers) will be maintained for major enterprise funds excluding the Golf Course Fund.

The City's investment policy's foremost objective is ensuring the safety of the portfolio's principal. The portfolio shall be managed in a manner not only to maintain liquidity so reasonable anticipated cash flow requirements can be met in an orderly manner but also to attain a market rate of return throughout budgetary and economic cycles. The majority of investments other than pension funds held by the government during the fiscal year ended September 30, 2015, are classified low risk as defined by the Governmental Accounting Standards Board.

Risk Management: The Risk Management Program includes coverage for exposure with regard to Workers' Compensation, Property Damage, General Liability, Pollution, Errors and Omission, Crime, Boiler and Machinery, Accidental Death and Dismemberment, and Health Maintenance Options. Based on conservative projections adequate reserves are in place to meet loss expectations.

Pension Trust Fund Operations: The Municipal Fireman's, Police Officer's and General Employee's Pension Trust Funds are managed by contracted investment firms which are overseen by the respective pension boards. The pension plans' required funding levels are determined by an annual actuarial evaluation. The City funds these plans based on future benefit obligations. Please see Notes to these financial statements for more information.

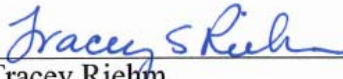
Awards: The Government Finance Officers' Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the City of Port Orange for its comprehensive annual financial report (CAFR) for the fiscal year ended September 30, 2014. This was the thirty-first consecutive year that the City of Port Orange has achieved this prestigious award. In order to be awarded a Certificate of Achievement a government must publish an easily readable and efficiently organized comprehensive annual financial report (CAFR). This report must satisfy both generally accepted accounting principles and applicable legal requirements.

A Certificate of Achievement is valid for a period of one year only. We believe our current comprehensive annual financial report continues to meet the Certificate of Achievement Program's requirements, and we are submitting it to GFOA to determine its eligibility for another certificate.

Acknowledgments: The preparation of the Comprehensive Annual Financial Report on a timely basis was made possible by the dedicated and efficient services of the entire staff of the Finance Department. We would like to express our sincere appreciation to each member of the Finance Department team for their contributions to the preparation of this report.

In closing, we wish to express our appreciation to the Mayor and Council for their dedication and leadership.

Respectfully submitted,

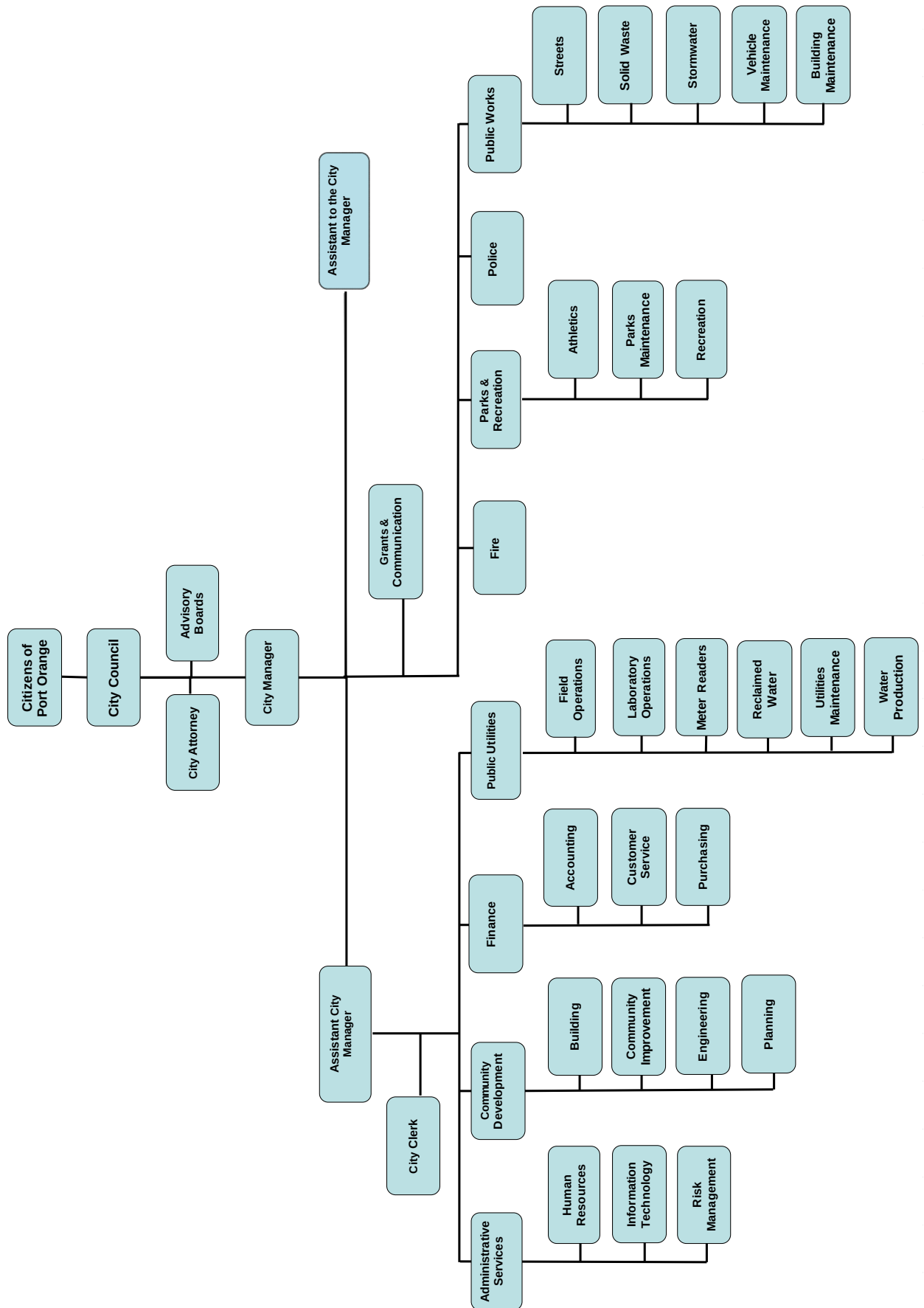


Tracey Riehm
Finance Director



M.H. Johansson
City Manager

Organizational Chart for the City of Port Orange, Florida





Government Finance Officers Association

**Certificate of
Achievement
for Excellence
in Financial
Reporting**

Presented to

**City of Port Orange
Florida**

For its Comprehensive Annual
Financial Report
for the Fiscal Year Ended

September 30, 2014



Executive Director/CEO

INDEPENDENT AUDITORS' REPORT

To the Honorable Mayor, City Council, and City Manager,
City of Port Orange, Florida:

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Port Orange, Florida (the City), as of and for the year ended September 30, 2015, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

The City's management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

121 Executive Circle
Daytona Beach, FL 32114-1180
Telephone: 386/257-4100
Fax: 386/255-3261
dab@jmco.com

5931 NW 1st Place
Gainesville, FL 32607-2063
Telephone: 352/378-1331
Fax: 352/372-3741
gnv@jmco.com

2477 Tim Gamble Place, Suite 200
Tallahassee, FL 32308-4386
Telephone: 850/386-6184
Fax: 850/422-2074
tlh@jmco.com

Member of AGN International with offices in principal cities worldwide

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City, as of September 30, 2015, and the respective changes in financial position and, where applicable, cash flows thereof, and the respective budgetary comparison for the General, Eastport Business Center CRA, and Town Center CRA funds for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Other Matters

Change in Accounting Principle

As discussed in Note (1)(s) and Note (17) to the financial statements, in 2015, the entity adopted Governmental Accounting Standards Board (GASB) Statement No. 68, Accounting and Financial Reporting for Pensions. The effects of this standard have also been applied to the financial statements as of September 30, 2014. See Note (16) for additional required disclosures and Note (17) for the effect of GASB 68 on beginning net position. Our opinion is not modified with respect to this matter.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and required supplementary information, as listed in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The introductory section, combining and individual nonmajor fund financial statements and other schedules, fiduciary fund schedules, supporting schedules, statistical section, and schedule of expenditures of federal awards, as required by Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations* are presented for purposes of additional analysis and are not a required part of the basic financial statements.

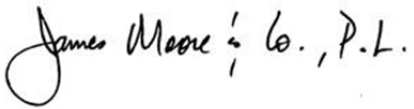
The combining and individual nonmajor fund financial statements, other schedules, fiduciary fund schedules, and schedule of expenditures of federal awards are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

The introductory and statistical sections have not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on them.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated April 14, 2016, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

Daytona Beach, Florida
April 14, 2016

James Moore & Co., P.L.

MANAGEMENT'S DISCUSSION AND ANALYSIS

As financial management of the City of Port Orange, Florida, (hereinafter referred to as the "City"), we offer the readers of these financial statements this narrative overview and analysis of the City's financial activities for the fiscal year ended September 30, 2015. We encourage readers to consider the information presented here in conjunction with additional information that we have furnished in our letter of transmittal, which can be found on pages 1-5 of this report.

Financial Highlights

- The City's total assets and deferred outflows of resources exceeded its liabilities and deferred inflows of resources at September 30, 2015 by \$317,787,859 (net position). Of this amount, \$11,417,772 (unrestricted) may be used to meet the government's ongoing obligations to citizens and creditors. City Council has adopted a policy indicating that the City will maintain a fund balance in the General Fund of approximately 30-35% of operating expenditures (less transfers). For the enterprise funds, excluding the Golf Course, the city will maintain working capital (defined as current assets minus current liabilities) between 25% and 30%. As of September 30, 2015 the City's reserves exceeded this minimum threshold.
- During the fiscal year the City's total net position increased by \$10,085,124. Of this amount, \$2,566,610 was from governmental sources. Business-type funds produced the remainder increase of \$7,518,514 most of which is attributable to planned capital acquisitions, capital grants, impact fees and developer contributions.
- The City's governmental funds reported combined ending fund balances of \$33,304,995, an increase of \$550,552. This compares to an increase in fund balance of \$631,525 in FY14. Approximately 37.6% of this total amount, \$12,535,499, is available for spending at the City's discretion as it is unassigned fund balance. The City continues to maintain a reserve of 30-35% as defined by City Council policy. Non-spendable amounts representing investments in inventory and prepaid totaled \$44,007 while amounts restricted by enabling legislation and for external purposes totaled \$15,278,721 at year end.
- The City's proprietary funds reported combined ending net position of \$230,702,022 in FY15. This is an increase of \$7,878,677 compared to an increase of \$7,780,330 in the prior year. Approximately 13.0% of the combined ending net position amount, \$30,001,912, is comprised of unrestricted net position which is available for spending at the City's discretion. However as part of the unrestricted amount the City continues to maintain a net equity reserve of between 25% and 30% of working capital for proprietary funds as defined by City Council policy. Net investment in capital assets totaled \$186,400,948 at year end, compared to \$180,237,227 one year earlier. Other amounts restricted by enabling legislation and external covenants totaled \$14,299,162, compared to \$15,141,315 one year earlier.
- The City's total debt principal decreased by \$7,480,964 during the current fiscal year. This decrease relates to the repayment of debt.

Overview of the Financial Statements

This discussion and analysis serves as an introduction to the City's basic financial statements. Basic financial statements are comprised of government-wide statements that offer a broad overview of the City's financial activity and more specific fund statements that present more detailed information.

Government-wide financial statements The *government-wide financial statements* are designed to provide readers with a broad overview of the City's finances in a manner similar to a private-sector business.

The *statement of net position* presents information on all of the City's assets and liabilities, with the difference between the two reported as *net position*. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

The *statement of activities* presents information showing how the City's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, *regardless of the timing of related cash flows*. Thus, revenues and expenses are reported in this statement for some items that will result in cash flows in future fiscal periods.

The government-wide financial statements distinguish functions of the City that are principally supported by taxes, licenses and permits, and unrestricted intergovernmental revenues (*governmental activities*) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (*business-type activities*). The governmental activities of the City include general government, public safety, public works and culture and recreation. The business-type activities of the City include water and sewer, solid waste, stormwater and the golf course. The government-wide financial statements can be found in the "financial section", immediately after this management discussion and analysis.

Fund financial statements A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the City can be divided into three categories: governmental funds, proprietary funds, and fiduciary funds.

Governmental funds Governmental funds are used to account for essentially the same functions reported as governmental activities in the citywide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a City's near-term financing requirements. Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the *governmental fund balance sheet* and the *governmental fund statement of revenues, expenditures, and changes in fund balances* provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The City maintains nineteen individual governmental funds. Sixteen of these governmental funds are classified as non-major and are summarized under this heading in the governmental fund presentation. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for the general fund, the debt service

fund, other major funds, and non-major governmental funds, all of which are combined into a single, aggregated presentation. Individual fund data for non-major governmental funds is provided in the form of combining statements elsewhere in this report. The basic governmental fund financial statements can be found on pages 28-32 of this report.

The City legally adopts an annual appropriated budget for its general fund and other governmental funds. Budgetary comparison schedules have been provided for these funds to demonstrate compliance with this budget.

Proprietary funds The City maintains ten different types of proprietary funds, including enterprise and internal service funds. Enterprise funds are used to report the same functions presented as business-type activities in the government-wide financial statements. The City uses enterprise funds to account for its water and sewer, solid waste, stormwater and golf course activities. Internal service funds are an accounting device used to accumulate and allocate costs internally among the City's various functions. The City uses internal service funds to account for data processing, vehicle maintenance, self-insurance, lease and replacement, building maintenance and loan pool activities. Because these services predominantly benefit governmental rather than business-type functions, they have been included within governmental activities in the government-wide financial statements.

Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail. The proprietary fund financial statements provide separate information of the water and sewer, solid waste, stormwater and golf course activities, which are all considered to be major funds. The internal service funds are combined into a single, aggregated presentation in the proprietary fund financial statements. Individual fund data for internal service funds is provided in the form of combining statements elsewhere in this report. The basic proprietary fund financial statements can be found on pages 35-37 of this report.

Fiduciary funds Fiduciary funds are used to account for resources held for the benefit of parties outside the City. Fiduciary funds are not reflected in the government-wide financial statement because the resources of those funds are not available to support the City's own programs. The accounting used for fiduciary funds is much like that used for proprietary funds. The basic fiduciary fund financial statements can be found on pages 38 and 39 of this report.

Notes to the financial statements The notes provide additional information essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 40-86 of this report.

Other information In addition to the basic financial statements and accompanying notes, this section presents certain required supplementary information concerning schedules of funding progress, employer contributions as it relates to pensions, and schedules of investment returns. Please see pages 87-95 of this report. The combining statements referred to earlier in connection with non-major governmental funds, budget versus actual for funds with legal budgets other than the general fund and internal service funds are presented immediately following the other supplementary information. Combining and individual fund statements and schedules can be found on pages 97-119 of this report.

Government-wide Financial Analysis As noted earlier, net position may serve over time as a useful indicator of a City's financial position. Assets exceed liabilities by \$317,787,859 at the close of the most recent fiscal year. By far, the largest portion of the City's net position (87.0%) reflects its investment in capital assets (e.g. land, buildings, infrastructure, and equipment); less any related debt used to acquire those assets that is still outstanding. The City uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending.

Although the City's investment in capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

The table below summarizes the City's net position as of September 30, 2015 and 2014:

Net Position September 30, (Amounts in \$000's)						
	Governmental Activities		Business-Type Activities		Total	
	2015	2014	2015	2014	2015	2014
Assets:						
Current and other assets.....	\$ 47,781	\$ 49,484	\$ 43,768	\$ 40,515	\$ 91,549	\$ 89,999
Capital assets.....	134,384	134,168	238,663	240,127	373,047	374,295
Total assets.....	<u>182,165</u>	<u>183,652</u>	<u>282,431</u>	<u>280,642</u>	<u>464,596</u>	<u>464,294</u>
Deferred outflows of resources	<u>5,231</u>	<u>243</u>	<u>1,261</u>	<u>721</u>	<u>6,492</u>	<u>964</u>
Liabilities:						
Long-term liabilities.....	77,513	41,724	52,727	59,932	130,240	101,656
Other liabilities.....	<u>6,180</u>	<u>4,550</u>	<u>16,808</u>	<u>12,520</u>	<u>22,988</u>	<u>17,070</u>
Total liabilities.....	<u>83,693</u>	<u>46,274</u>	<u>69,535</u>	<u>72,452</u>	<u>153,228</u>	<u>118,726</u>
Deferred inflows of resources	<u>46</u>	<u>-</u>	<u>27</u>	<u>-</u>	<u>73</u>	<u>-</u>
Net Position:						
Investment in Capital Assets.....	96,276	95,288	180,198	174,390	276,474	269,678
Restricted.....	15,597	18,164	14,299	15,141	29,896	33,305
Unrestricted.....	<u>(8,215)</u>	<u>24,170</u>	<u>19,633</u>	<u>19,380</u>	<u>11,418</u>	<u>43,550</u>
Total net position.....	<u>\$ 103,658</u>	<u>\$ 137,622</u>	<u>\$ 214,130</u>	<u>\$ 208,911</u>	<u>\$ 317,788</u>	<u>\$ 346,533</u>

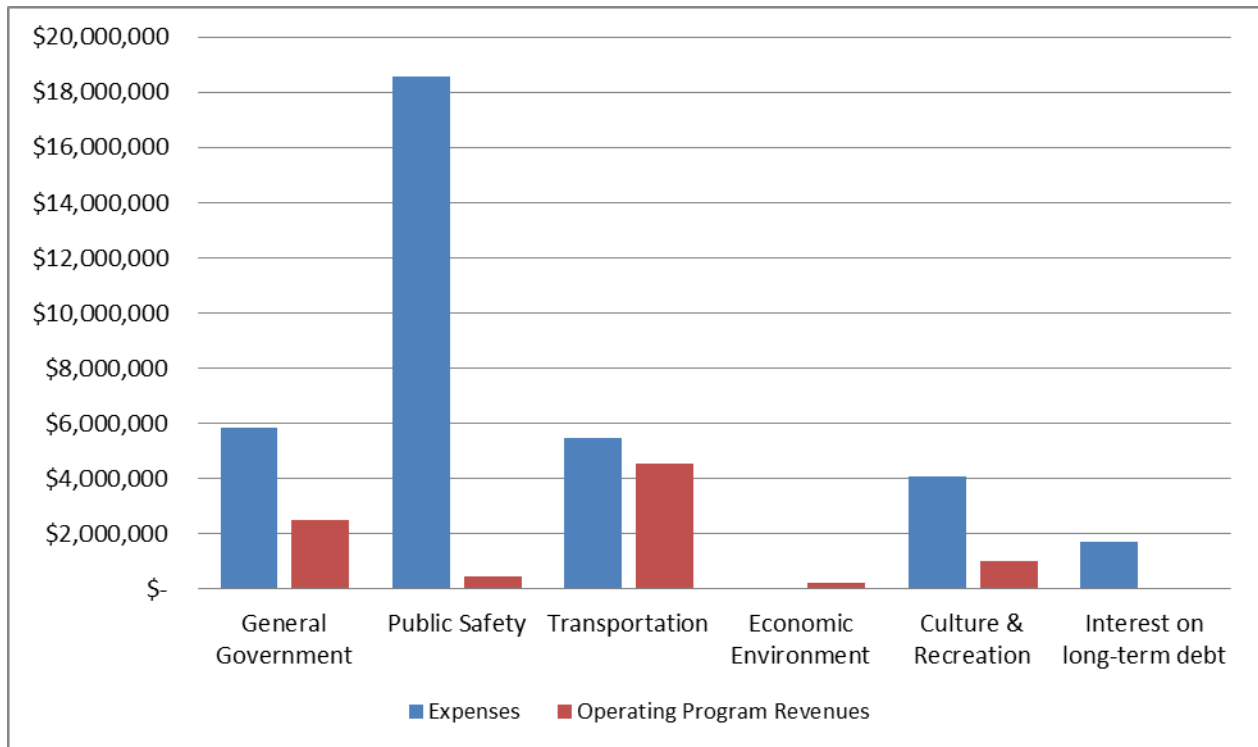
A portion of the City's total net position (9.37%) represents resources subject to external restrictions on how they may be used. The remaining balance of unrestricted net position, \$11.4 million may be used to meet the government's ongoing obligations. The implementation of GASB 68 resulted in recording of the net pension liability and deferred outflows of resources (\$33.2 million total net impact) at September 30, 2014, and in the reduction of beginning unrestricted net position in the proprietary funds and government-wide statements of net position. Additional information on this subject can be found in Note 17 on page 84.

At the end of the current fiscal year, the City is able to report positive balances in investments in capital assets and restricted categories of net position, both for the government as a whole, as well as for the governmental activities. The business-type activities report positive balances in all reported categories of net position. The same situation held true for the prior fiscal year.

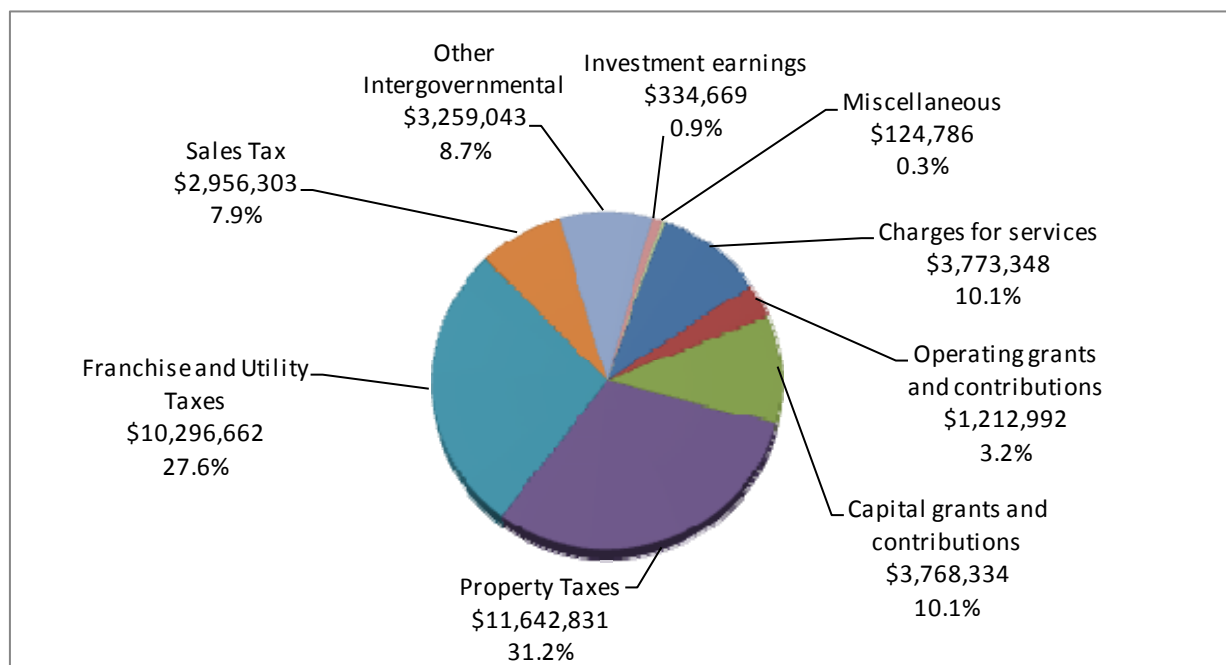
The total net position for the City increased by \$10.1 million for the period-ending September 30, 2015. The following table summarizes changes in net position for governmental and business-type activities for the past two fiscal years.

Change in Net Position Year Ended September 30, (Amounts in \$000's)						
	Governmental Activities		Business-Type Activities		Total	
	<u>2015</u>	<u>2014</u>	<u>2015</u>	<u>2014</u>	<u>2015</u>	<u>2014</u>
Revenues:						
Program Revenues:						
Charges for services.....	\$ 3,773	\$ 3,587	\$ 37,843	\$ 37,417	\$ 41,616	\$ 41,004
Operating grants/contributions.	1,213	1,281	-	-	1,213	1,281
Capital grants/contributions.....	3,768	3,473	2,182	2,824	5,950	6,297
General Revenues:						
Property taxes.....	11,643	11,553	-	-	11,643	11,553
Franchise and utility taxes.....	10,297	10,123	-	-	10,297	10,123
State sales taxes.....	2,956	2,742	-	-	2,956	2,742
Other intergovernmental.....	3,259	2,971	-	-	3,259	2,971
Investment earnings.....	335	288	172	81	507	369
Miscellaneous.....	125	311	325	246	450	557
Total revenues.....	<u>37,369</u>	<u>36,329</u>	<u>40,522</u>	<u>40,568</u>	<u>77,891</u>	<u>76,897</u>
Expenses:						
General government.....	5,840	5,085	-	-	5,840	5,085
Public safety.....	18,562	19,807	-	-	18,562	19,807
Transportation.....	5,491	2,225	-	-	5,491	2,225
Economic environment.....	36	94	-	-	36	94
Culture/recreation.....	4,094	3,889	-	-	4,094	3,889
Interest on long-term debt.....	1,715	2,100	-	-	1,715	2,100
Water and Sewer.....	-	-	20,800	20,870	20,800	20,870
Solid Waste.....	-	-	6,573	6,456	6,573	6,456
Stormwater.....	-	-	3,165	1,966	3,165	1,966
Golf Course.....	-	-	1,530	1,638	1,530	1,638
Total expenses.....	<u>35,738</u>	<u>33,200</u>	<u>32,068</u>	<u>30,930</u>	<u>67,806</u>	<u>64,130</u>
Change in net position before transfers.....	1,631	3,129	8,454	9,638	10,085	12,767
Transfers.....	935	1,740	(935)	(1,740)	-	-
Change in net position.....	<u>\$ 2,566</u>	<u>\$ 4,869</u>	<u>\$ 7,519</u>	<u>\$ 7,898</u>	<u>\$ 10,085</u>	<u>\$ 12,767</u>

2015 Expenses and Operating Program Revenues – Governmental Activities



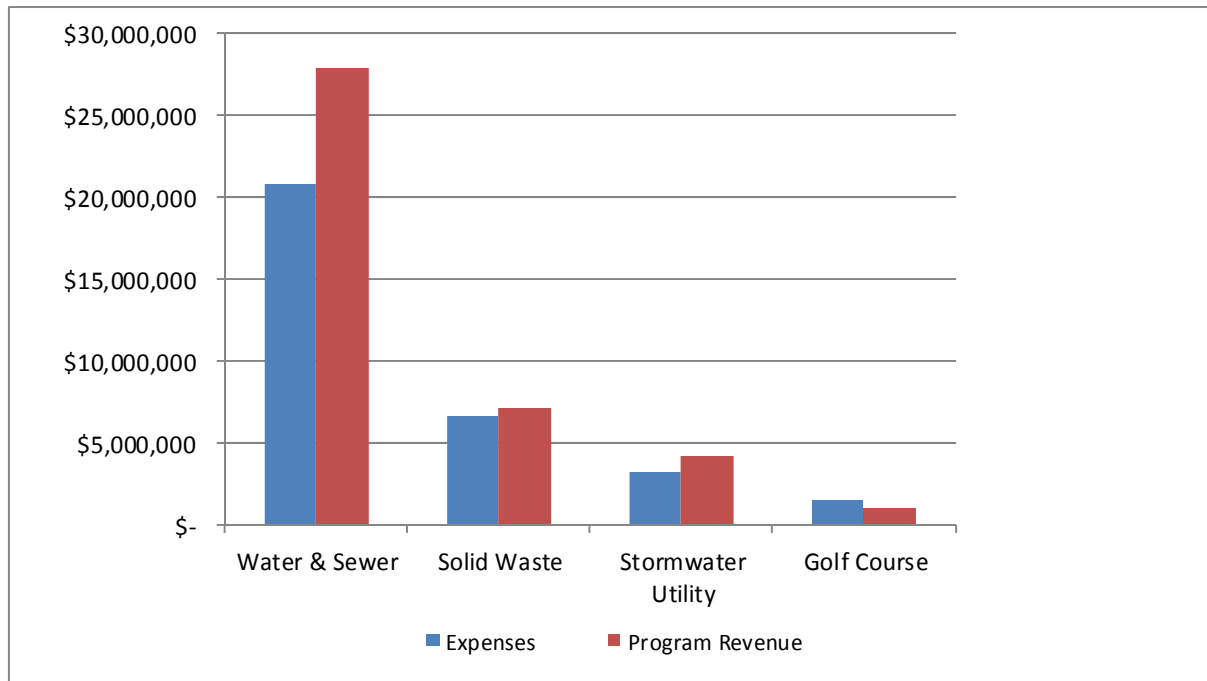
2015 Revenues by Source – Governmental Activities



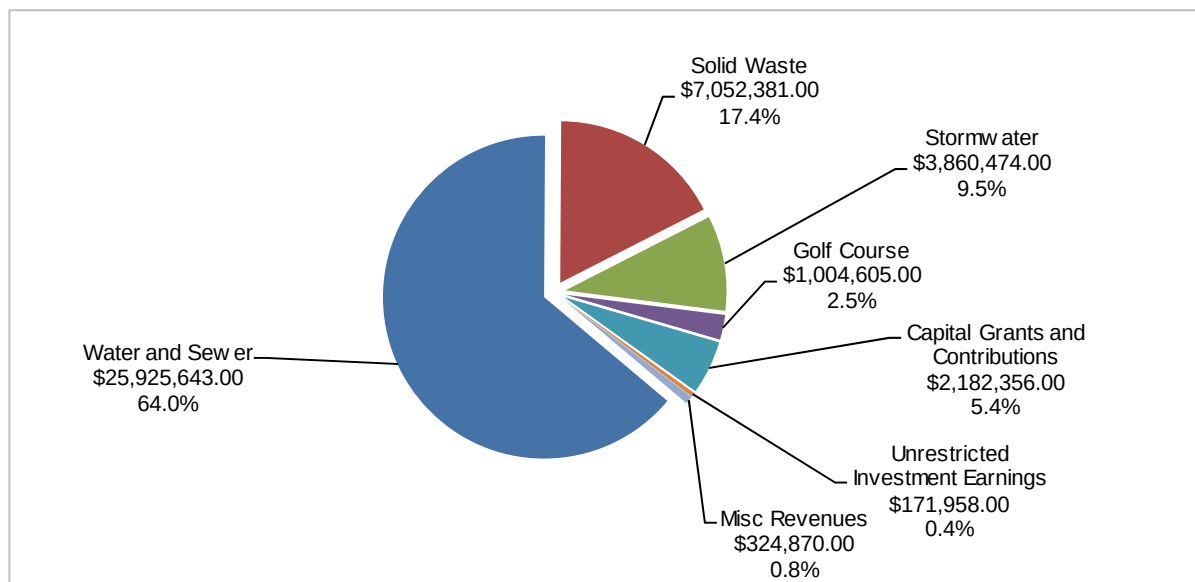
2015 Governmental activities Governmental activities increased the City's net position by \$2,566,610 thereby accounting for 25.4% of the total growth in the net position of the City, as compared to 38.1% in the prior year. Total revenues from governmental activities increased by 2.86% offset by an increase in

total expenditures of 7.64% when compared to FY2014. While the City experienced an increase in taxable property values over the previous year, the City approved a property tax levy millage rate at the rolled back rate for Fiscal Year 2015, thereby generating the same amount of revenue as in FY2014.

2015 Operating Expenses and Program Revenues – Business-type Activities



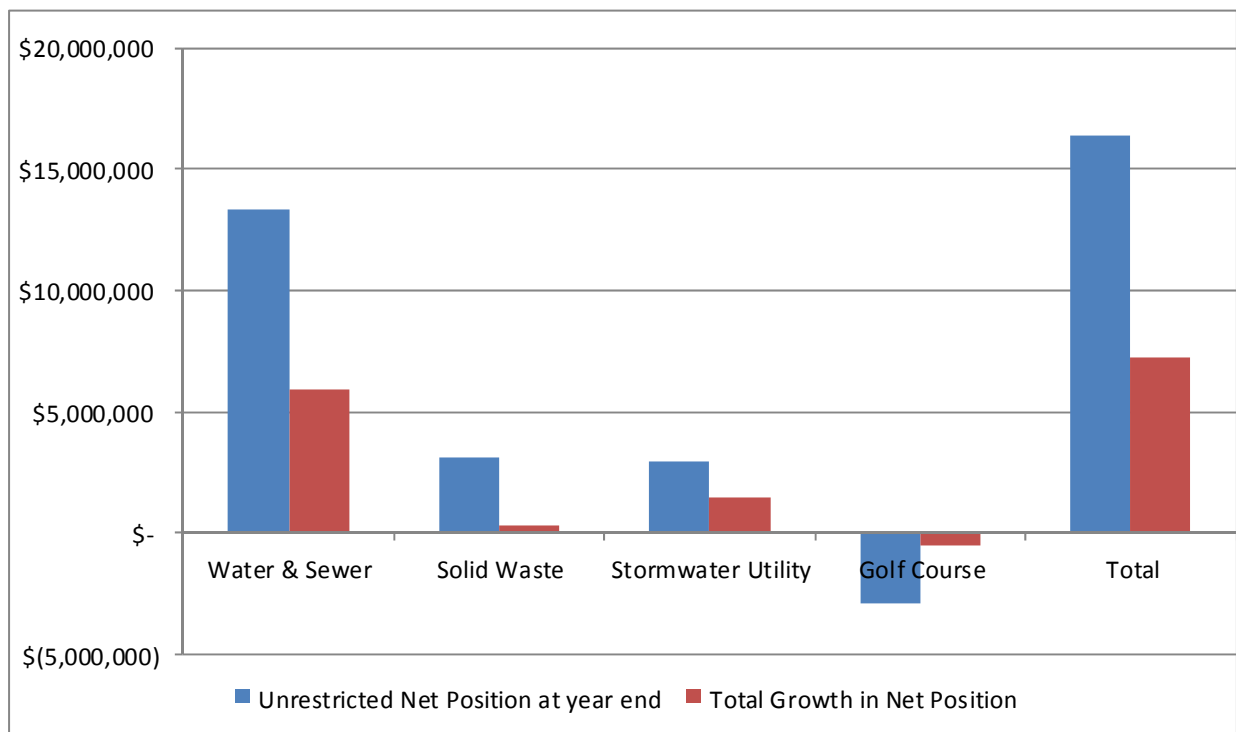
2015 Revenue by Source – Business-type Activities



Business-type activities Business-type activities increased the City's net position by \$7,518,514 accounting for 74.6% of the total growth in the City's net position. The following items of significant variances affected the change in net position from the prior year:

- Charges for services, which are the primary source of revenue for the enterprise funds, reported an overall increase of \$425,878 or 1.14% over the prior fiscal year with the majority of the increase from a planned rate restructuring for water and sewer operations.
- Changes in depreciation methodology of infrastructure assets increased total operating expenses, resulting in a reduction in net position, for the Stormwater Fund. Additional information regarding Capital Assets is included in Note 1 beginning on page 48.
- Reduction in revenue for the golf course due to planned renovation projects closing the golf course and the clubhouse facilities for approximately six months.

2015 Unrestricted Net position and Total Growth – Business-type Activities



Financial Analysis of the City's Funds As noted earlier, the City uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental Funds The focus of the City's *governmental funds* is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the City's financing requirements. In particular, unassigned fund balance may serve as a useful measure of a City's net resources available for spending at the end of the fiscal year. As of the end of the current fiscal year, the City's governmental funds reported a combined ending fund balance of \$33,304,995, an increase of \$550,552 in comparison with the prior year increase of \$631,525. Approximately 37.6% of this total amount, \$12,535,499 constitutes unassigned fund balance, which is available for spending at the City's discretion. The remainder of fund balance (\$20,769,496 or 62.4%), is not available because it has already been allocated to: 1) non-spendable items such as inventories and prepaid expenditures; 2) restricted by

enabling legislation or other legal requirements; 3) committed by formal action of City Council; and/or 4) assigned through the City's intent for specific purposes.

The General Fund is the main operating fund of the City. At the end of the current fiscal year, unassigned fund balance of the General Fund was \$15,465,273 while total fund balance increased to \$17,801,957. As a measure of the General Fund's liquidity, it may be useful to compare both unassigned fund balance and total fund balance to total fund expenditures and transfers out.

Fund balance of the City's General Fund increased by \$897,869 during the current fiscal year. Revenue categories increased during the past year by \$907,810. The overall increase was a small percentage of the total General Fund revenues. Increases in taxes, permits and fees, intergovernmental revenue, charges for services, and investment and other miscellaneous revenue sources were offset by a decrease in fines and forfeitures resulting in the overall increase. Expenditures also increased by \$416,799 or 1.4%. The net increase of these changes plus in lieu of tax enterprise funds transfers (based on the City property tax rate multiplied by the City's proprietary real estate excluded from the tax rolls) resulted in a positive change in fund balance.

The special revenue funds are all non-major with exceptions for the Eastport Business Center Community Redevelopment Agency (CRA) and Town Center CRA Funds, both of which receive their primary funding through tax increments. The primary purpose of these CRA funds is to separately report all financial activity of these separate districts. These districts promote and provide economic incentives, infrastructure improvements and an environment conducive for business within the district's boundaries.

Financial information for all other special revenue funds may be found in the Combining Statements – Non-major Governmental Funds, Special Revenue Category. Non-major governmental funds consisting of Special Revenue funds have a fund balance of \$3,097,821. The net increase in fund balance during the current year in these funds was \$44,794.

Other Non-major Governmental Funds include the Debt Service fund and various Capital Project Funds. The Debt Service fund has a total fund balance of \$2,995,928, which is reserved for the payment of debt service. The change in debt service fund balance was higher than expected at \$120,353.

The Transportation, General Obligation and the Capital Replacement funds, as well as other non-major funds may be found in the Combining Statements – Non-major Governmental Funds, Capital Project Funds Category. The capital project funds contain total fund balances of \$10,376,705. At fiscal year end, the majority of the fund balance was appropriated for infrastructure and facility improvement.

Individual negative fund balances have continued because of financial resources loaned to the Recreation Impact Fund and the Transportation Capital Projects Fund for land acquisition and construction projects. It is expected that these deficit positions will be eliminated with future impact fee collections and earnings. The City is keeping the course with this plan.

Proprietary funds The City's enterprise funds provide the same type of information found in the government-wide financial statements, but in more detail. Unrestricted net position of the enterprise funds at the end of the year amounted to \$16,418,602. The total growth in net position was \$7,193,644, the majority of which was invested in capital assets. Unrestricted net position of the internal service funds at the end of the year amounted to \$13,583,310. The total growth in net position was \$685,033. Other factors concerning the financial position of these funds are addressed in the discussion of the City's business-type activities.

General Fund Budgetary Highlights

The significant variances between the original budget and the final amended budget are briefly summarized as follows:

\$	16,100	Carryover funding for HR Compensation Study
	47,131	Carryover funding for PogTV
	6,492	Carryover funding for Leeper Preserve
	3,000	Carryover funding for legal services
	45,500	Carryover funding for Riverwalk Project
	49,050	Carryover funding for City Manager Search
	25,014	Carryover funding for Historic Tree Mitigation
	284	Carryover funding for Youth Advisory Board
	3,546	Carryover funding for Veterans Park Brick Program
	10,000	Carryover funding for CD Traffic Control Improvement at Sunset Cove
	2,597	Carryover funding for installation of broadcast player
	16,645	Carryover funding for Finance Services
	426	Carryover funding for software and hardware set up
	72,043	Carryover funding for Fire Projects, Equipment, and Supplies
	27,249	Carryover funding for Police Projects, Equipment, and Supplies
	5,599	Carryover funding for PET Smart Grant
	9,115	Carryover funding for Temporary Services
	3,399	Carryover funding for Public Works Services and Supplies
	3,931	Carryover funding for Parks Furnishings
	11,599	Carryover funding for Scoreboard Replacement
	11,276	Carryover funding for Parks Services and Supplies
	3,201	Carryover funding for Parks Foundation Creation
	7,000	Carryover funding for Lakeside Center Carpet
	10,081	Carryover funding for Police Forfeitures
	38,275	Equity funding for legal services related to the Halifax Drive Civic Center Property
	17,558	Equity funding for personnel changes in the City Clerk's department
	1,000	Funding for a prescription drug drop box
	10,000	Fines and Forfeitures funding for Police Services
	265,000	Equity funding for Soccer Field Re-Leveling Project
	210	Funding for the Youth Advisory Board
	10,000	Grant funding for the FDLE JAG Grant for the purchase of equipment
	500	Donation funding for the purchase of art
	81,317	Funding for Tree Mitigation funds received from FPL and Halifax Medical Center
	63,649	Funding for Phase I of the Compensation and Classification Study for non union employees
	114,000	Funding to purchase of property at 115 Herbert Street in Riverwalk
	16,425	Equity funding to purchase Fire gear
	1,450	Funding for Veteran's Park Donations funds received
	10,000	Funding for Tree Mitigation funds received
	16,000	Funding for the purchase of scoreboards and receive a waiver of co-sponsorship fees
	180,500	Equity funding for the purchase of the Penna Court Motel within Town Center CRA
	3,500	Funding for crime prevention, victim advocate and other Police Benefit Trust Fund items

General Fund Budgetary Highlights - continued

34,500	Funding for salary payouts and Temporary help in HR
81,000	Grant funding for the required match for the ECHO Grant on the Train Depot
201	Funding for Youth Advisory Board funds received
1,018	Funding for Tree Mitigation funds received
7,500	Equity funding for Suite One and advertising costs in the City Clerk
35,000	Funding for personnel expenses in Athletics
41,000	Funding for Police forfeiture activities
<u>\$ 1,419,881</u>	Total

\$1,172,869 was re-appropriated from unreserved equity or other sources during the year ended September 30, 2015. Of this amount, \$390,278 related to carryover of open encumbrances and existing projects from the prior year. Additional amounts were identified for various operating and project costs.

The significant variances between the final budget and the actual revenues are briefly summarized as follows:

Actual General Fund revenues in FY2015 were higher than the final FY2015 Budget by \$1,451,110. The majority of the positive variance, \$1,352,696, was accounted for in taxes, permits and fees, intergovernmental revenues, and charges for services.

The significant variances between the final budget and the actual expenditures are briefly summarized as follows:

There was an overall positive expense variance in the amount of \$1,694,072. Total expenditures of \$30,119,292 million were \$1,694,072 million lower than the final FY2015 budget. This decrease is mainly attributed to services and materials costs that were lower than budgeted. Salary and employee benefits savings were also realized resulting from unfilled vacancies in multiple departments. A portion of this variance of \$122,891 was a result of timing delays for capital outlay projects.

Capital Asset and Debt Administration

Capital Assets The City's investment in capital assets for its governmental and business-type activities as of September 30, 2015, amounts to \$373,046,660 (net of accumulated depreciation). This investment in capital assets includes land, buildings and improvements other than buildings, equipment, infrastructure and construction in progress. Additional information about the city's capital assets can be found in Note 7 on pages 62-63.

The City previously used the modified approach for reporting infrastructure assets consisting of arterial and secondary roads and drainage improvements. The policy was changed for the year-ended September 30, 2015. Additional information pertaining to this approach is included in the required supplementary information shown on page 48.

Major capital asset events during the current fiscal year included the following:

- Infrastructure improvements totaling \$387,348 were completed during the year. The City continues to enhance its roadways in order to increase traffic capacity and improve safety in highly traveled and

traffic-congested areas. In addition improvements of Water and Sewer and Drainage infrastructure occurred as the City replaces aged infrastructure.

- The Lease and Replacement Fund, an internal service fund that purchases all rolling stock, trucks and vehicles for the City, acquired assets of \$1,853,978 during the year. This fund, through operating rentals collected from user departments, funds acquisitions by assigning a life cycle and matching schedule of payments. This type of planning insures proper funding of replacement assets of these types.
- Construction in progress at the close of the fiscal year was \$3,396,941. Expansion of the water system, sewer collection and treatment, reclaimed water, and stormwater facilities continued. Construction in progress related to general government facilities includes Riverwalk, Coraci Park Complex, and various road, sidewalk, and lighting projects.

Capital Assets, Net of Depreciation
September 30,
(Amounts in \$000's)

	Governmental Activities		Business-Type Activities		Total	
	<u>2015</u>	<u>2014</u>	<u>2015</u>	<u>2014</u>	<u>2015</u>	<u>2014</u>
Land.....	\$ 18,901	\$ 17,513	28,781	28,781	47,682	46,294
Buildings and improvements other than buildings.....	25,771	29,687	176,136	177,841	201,907	207,528
Equipment.....	6,977	6,615	603	497	7,580	7,112
Easements.....	4,203	2,783			4,203	2,783
Infrastructure.....	76,783	76,718	31,495	31,232	108,278	107,950
Construction in progress.....	<u>1,749</u>	<u>852</u>	<u>1,648</u>	<u>1,775</u>	<u>3,397</u>	<u>2,627</u>
Total capital assets.....	<u>\$ 134,384</u>	<u>134,168</u>	<u>238,663</u>	<u>240,126</u>	<u>373,047</u>	<u>374,294</u>

Additional information on the City's capital assets can be found in the notes to these financial statements on page 62 of this report.

Long-term debt At the end of the current fiscal year, the City had outstanding bonds and other debt of \$97,351,390. Of this amount, \$14,055,000 comprises general obligation debt backed by the full faith and credit of the government.

The remainder of the City's debt represents bonds secured solely by specified revenue sources and other obligations summarized as follows:

Outstanding Long-Term Liabilities
September 30,
(Amounts in \$000's)

	Governmental Activities		Business-Type Activities		Total	
	<u>2015</u>	<u>2014</u>	<u>2015</u>	<u>2014</u>	<u>2015</u>	<u>2015</u>
General Obligation debt.....	\$ 14,055	14,440	-	-	14,055	14,440
Revenue bonds and notes.....	23,160	23,545	36,100	41,095	59,260	64,640
Loans from other governments.....	-	-	22,973	24,688	22,973	24,688
Less: Original issue (discount)/premium.	1,118	1,139	(54)	(47)	1,064	1,092
Refunding loss.....	-	-	-	-	-	-
Total outstanding bonds and notes.....	38,333	39,124	59,019	65,736	97,352	104,860
Compensated Absences.....	2,541	2,568	682	669	3,223	3,237
Other post-employment benefits.....	-	1,059	-	304	-	1,363
Total outstanding long term debt.....	<u>\$ 40,874</u>	<u>\$ 42,751</u>	<u>\$ 59,701</u>	<u>\$ 66,709</u>	<u>\$ 100,575</u>	<u>\$ 109,460</u>

The City's total debt principal decreased by \$7,480,964 during the current fiscal year, these amounts exclude original issue discounts and premiums.

A summary of the City's approved debt types, related security pledge and underlying ratings (without regard to credit support bond insurance) are as follows:

Debt Obligation Type	Pledged Security	Bond Rating as of March 2015
General Obligation Bonds	Ad Valorem Taxes	Moody's: Aa2 Standard & Poor's: AA- Fitch: AA-
Water and Sewer Bonds	Water & Sewer Revenues	Moody's: Aa2 Standard & Poor's: AA- Fitch: AA
Capital Improvement Bonds	Excise Taxes	Moody's: Aa3 Standard & Poor's: Not rated Fitch: Not rated
Drainage Bonds	Stormwater Drainage Revenues	Moody's: A1 Standard & Poor's: Not rated Fitch: Not rated
Florida State Revolving Fund (Intergovernmental)	Water & Sewer Revenues	Not rated
Bank Loans, Capital Leases, Conduit Debt, and Special Assessment Financing	Various, including Ad Valorem Tax; Gas Tax; Excise Tax; and unsecured, subject to Budgetary Appropriations.	Not rated

State statutes limit the millage rate a governmental entity may levy at 10 mills per dollar of total assessed valuation. For the year ended September 30, 2015, the City's millage rate was 4.4589 and its voter approved debt millage rate was 0.462.

Additional information on the City's long-term debt can be found in the notes to these financial statements on pages 64-68 of this report. Additional information on the City's net pension liability can be found on pages 78-81 of this report.

Economic Factors and Next Year's Budgets and Rates

- According to the State of Florida, Department of Economic Opportunity, the unemployment rate for the City of Port Orange as of September 30, 2015 was 4.7%, an increase of 0.2% from September 30, 2014. This rate is lower than the State's average annual unemployment rate of 5.4% as of September 30, 2015.
- The gross square footage and occupancy rate of the City's commercial space has steadily increased during the past several years. Due to the continued expansion of commercial space, including recent and planned development of retail and industrial ventures located near the City's interstate access points, this past trend is expected for the future.
- Consistent with State and National trends, taxable assessed property values continue to increase. Taxable value on January 1, 2014 was \$2,448,909,302 increasing to \$2,608,930,412 on January 1, 2015, an increase of 6.5%.

All of these factors were considered in preparing the City's budget for the 2014/15 fiscal year.

During the fiscal year ended September 30, 2015, the fund balance in the general fund increased to \$17,801,957 including \$87,711 assigned to purchases on account. This compares to \$16,904,088 including \$103,715 assigned to purchases on account for the prior fiscal year. All appropriations lapse at year-end. The City has appropriated 5.6% of this amount in the 2016 fiscal year budget. It is intended that use of available fund balance will minimize the need to raise taxes or charges during fiscal year 2016, and provide carryover funding for projects already approved. The balance of unassigned fund equity of current fiscal year ended September 30, 2015 is \$15,465,273.

The City completed and implemented a water/sewer rate consolidation and restructure during the fiscal year. The study focused on simplifying the rate structure, improving equity throughout the system and a small overall revenue increase. Solid waste rates remained constant for the 2015 fiscal year. The solid waste rates are anticipated to increase in coming years in relation to the CPI.

Requests for Information

This financial report is designed to provide a general overview of the City's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the City of Port Orange, Finance Department Director, 1000 City Center Circle, Port Orange, FL 32129.

BASIC FINANCIAL STATEMENTS

These basic financial statements contain Government-wide Financial Statements, Fund Financial Statements and Notes to the Financial Statements.

CITY OF PORT ORANGE, FLORIDA
STATEMENT OF NET POSITION
SEPTEMBER 30, 2015

	Governmental Activities	Business-type Activities	Total
ASSETS			
Equity in pooled cash	\$ 37,336,679	\$ 20,933,178	\$ 58,269,857
Receivables, net	1,337,222	3,951,536	5,288,758
Internal balances	(1,444,338)	1,444,338	-
Due from other governments	1,577,697	473,187	2,050,884
Inventories	32,006	669,313	701,319
Prepays	12,071	746,206	758,277
Investment in Communications Interlocal Agency	11,080	-	11,080
Restricted assets:			
Equity in pooled cash	7,702,482	15,277,107	22,979,589
Investments	1,216,749	273,054	1,489,803
Capital assets:			
Land and construction in progress	24,852,859	30,429,269	55,282,128
Other capital assets, net of depreciation	109,530,767	208,233,765	317,764,532
Total assets	<u>\$ 182,165,274</u>	<u>\$ 282,430,953</u>	<u>\$ 464,596,227</u>
DEFERRED OUTFLOWS OF RESOURCES			
Deferred loss on bond refunding	\$ 225,374	\$ 553,471	\$ 778,845
Deferred outflows related to pensions	5,005,458	707,764	5,713,222
Total deferred outflows	<u>\$ 5,230,832</u>	<u>\$ 1,261,235</u>	<u>\$ 6,492,067</u>
LIABILITIES			
Accounts payable and accrued liabilities	\$ 3,087,837	\$ 2,295,954	\$ 5,383,791
Customer deposits	707,650	3,493,010	4,200,660
Unearned revenue	114,076	286,378	400,454
Accrued interest payable	811,665	461,972	1,273,637
Noncurrent liabilities:			
Due within one year:			
Bonds and notes payable	1,205,000	7,268,705	8,473,705
Compensated absences	254,100	68,255	322,355
Due in more than one year:			
Bonds and notes payable	37,127,618	51,750,067	88,877,685
Compensated absences	2,286,886	614,304	2,901,190
Net OPEB obligation	1,207,884	362,548	1,570,432
Net pension liability	36,889,863	2,933,637	39,823,500
Total liabilities	<u>\$ 83,692,579</u>	<u>\$ 69,534,830</u>	<u>\$ 153,227,409</u>
DEFERRED INFLOWS OF RESOURCES			
Deferred inflows related to pensions	<u>\$ 45,647</u>	<u>\$ 27,379</u>	<u>\$ 73,026</u>
NET POSITION			
Net investment in capital assets	\$ 96,276,382	\$ 180,197,733	\$ 276,474,115
Restricted for:			
Public safety	2,039,117	-	2,039,117
Community redevelopment projects	322,179	-	322,179
Transportation	5,944,004	-	5,944,004
Debt service	2,184,263	6,992,762	9,177,025
Capital improvements	2,797,659	3,979,040	6,776,699
Other purposes	2,309,588	3,327,360	5,636,948
Unrestricted	(8,215,312)	19,633,084	11,417,772
Total net position	<u>\$ 103,657,880</u>	<u>\$ 214,129,979</u>	<u>\$ 317,787,859</u>

The accompanying notes to financial statements are an integral part of this statement.

**CITY OF PORT ORANGE, FLORIDA
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2015**

Functions/Programs	Expenses	Program Revenues			Net (Expense) Revenue and Changes in Net Position		
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities	Business-type Activities	Total
Governmental activities:							
General government	\$ 5,840,209	\$ 2,509,362	\$ -	\$ -	\$ (3,330,847)	\$ -	\$ (3,330,847)
Public safety	18,561,474	326,836	61,707	62,560	(18,110,371)	-	(18,110,371)
Transportation	5,491,208	208,492	1,150,175	3,176,599	(955,942)	-	(955,942)
Economic environment	35,777	27,803	-	204,123	196,149	-	196,149
Culture and recreation	4,093,853	700,855	1,110	325,052	(3,066,836)	-	(3,066,836)
Interest on long-term debt	1,715,279	-	-	-	(1,715,279)	-	(1,715,279)
Total governmental activities	35,737,800	3,773,348	1,212,992	3,768,334	(26,983,126)	-	(26,983,126)
Business-type activities:							
Water and sewer	20,799,481	25,925,643	-	1,926,860	-	7,053,022	7,053,022
Solid waste	6,573,414	7,052,381	-	-	-	478,967	478,967
Stormwater	3,165,313	3,860,474	-	255,496	-	950,657	950,657
Golf course	1,530,123	1,004,605	-	-	-	(525,518)	(525,518)
Total business-type activities	32,068,331	37,843,103	-	2,182,356	-	7,957,128	7,957,128
Total primary government	<u>\$ 67,806,131</u>	<u>\$ 41,616,451</u>	<u>\$ 1,212,992</u>	<u>\$ 5,950,690</u>	<u>(26,983,126)</u>	<u>7,957,128</u>	<u>(19,025,998)</u>
General revenues:							
Property taxes					11,642,831	-	11,642,831
Sales taxes					2,956,303	-	2,956,303
Casualty and fire insurance premium taxes					736,939	-	736,939
Public service taxes					7,040,570	-	7,040,570
Other taxes					113,499	-	113,499
Franchise and utility taxes					3,256,092	-	3,256,092
State revenue sharing					1,838,434	-	1,838,434
Other intergovernmental revenues					570,171	-	570,171
Investment earnings					334,669	171,958	506,627
Miscellaneous revenues					124,786	324,870	449,656
Transfers					935,442	(935,442)	-
Total general revenues and transfers					29,549,736	(438,614)	29,111,122
Change in net position					2,566,610	7,518,514	10,085,124
Net position - beginning, as restated					101,091,270	206,611,465	307,702,735
Net position - ending					<u>\$ 103,657,880</u>	<u>\$ 214,129,979</u>	<u>\$ 317,787,859</u>

The accompanying notes to financial statements are an integral part of this statement.

**CITY OF PORT ORANGE, FLORIDA
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2015**

	General	Eastport Business Center CRA	Town Center CRA	Nonmajor Governmental Funds	Total Governmental Funds
ASSETS					
Equity in pooled cash	\$ 16,229,712	\$ 322,179	\$ 102,942	\$ 17,803,598	\$ 34,458,431
Investments	-	-	-	1,216,749	1,216,749
Receivables, net	1,282,674	-	-	16,966	1,299,640
Due from other governments	808,476	-	138,263	630,958	1,577,697
Due from other funds	538,600	-	-	873,986	1,412,586
Inventories	32,006	-	-	-	32,006
Prepaid items	1,839	5,116	5,116	-	12,071
Total assets	<u>\$ 18,893,307</u>	<u>\$ 327,295</u>	<u>\$ 246,321</u>	<u>\$ 20,542,257</u>	<u>\$ 40,009,180</u>
LIABILITIES					
Accounts payable and accrued liabilities	\$ 941,136	\$ -	\$ 3,431	\$ 893,590	\$ 1,838,157
Customer deposits	10,829	-	740	696,081	707,650
Unearned revenue	109,076	-	-	5,000	114,076
Due to other funds	-	-	1,536,861	2,473,898	4,010,759
Total liabilities	<u>\$ 1,061,041</u>	<u>\$ -</u>	<u>\$ 1,541,032</u>	<u>\$ 4,068,569</u>	<u>\$ 6,670,642</u>
DEFERRED INFLOWS OF RESOURCES					
Unavailable revenue - property taxes	<u>\$ 30,309</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 3,234</u>	<u>\$ 33,543</u>
FUND BALANCES					
Nonspendable:					
Inventories	\$ 32,006	\$ -	\$ -	\$ -	32,006
Prepaid items	1,839	5,116	5,116	-	12,071
Restricted for:					
Public safety	550,438	-	-	1,488,679	2,039,117
Inspections	-	-	-	2,066,907	2,066,907
Recreation	10,666	-	-	-	10,666
Debt service	-	-	-	2,995,928	2,995,928
Capital improvements	-	-	-	2,797,659	2,797,659
Community redevelopment	-	322,179	-	-	322,179
Transportation sales tax	-	-	-	3,987,888	3,987,888
Transportation impact	-	-	-	1,956,116	1,956,116
Repair and replacement reserve	-	-	-	232,015	232,015
Assigned to:					
Purchases on account	87,711	-	-	77,622	165,333
Capital improvements	-	-	-	1,712,707	1,712,707
Business development	-	-	-	116,793	116,793
Emergency relief	210,617	-	-	-	210,617
Police benefit	-	-	-	-	-
Fire program	28,587	-	-	-	28,587
Recreation	67,476	-	-	665,942	733,418
General government	347,344	-	-	2,145	349,489
Subsequent year's budget	1,000,000	-	-	-	1,000,000
Unassigned	15,465,273	-	(1,299,827)	(1,629,947)	12,535,499
Total fund balances	<u>\$ 17,801,957</u>	<u>\$ 327,295</u>	<u>\$ (1,294,711)</u>	<u>\$ 16,470,454</u>	<u>\$ 33,304,995</u>

The accompanying notes to financial statements are an integral part of this statement.

CITY OF PORT ORANGE, FLORIDA
RECONCILIATION OF THE BALANCE SHEET OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF NET POSITION
SEPTEMBER 30, 2015

Fund balances - total governmental funds \$ 33,304,995

Amounts reported for governmental activities in the statement of activities are different because:

Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds

Total governmental capital assets	176,958,616	
Less: accumulated depreciation	(48,778,205)	128,180,411

Other long-term assets are not available to pay for current-period expenditures and, therefore, are deferred in the governmental funds:

Equity investment in Communications Interlocal Agency		11,080
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On the governmental fund statements, a net pension liability is not recorded until an amount is due and payable and the pension plan's fiduciary net position is not sufficient for payment of those benefits (no such liability exists at the end of the current fiscal year). On the Statement of Net Position, the City's net pension liability of the defined benefit pension plans is reported as a noncurrent liability. Additionally, deferred outflows and deferred inflows related to pensions are also reported in accordance with GASB Statement No. 68.

Net pension liability	(36,889,863)	
Deferred outflows related to pensions	5,005,458	
Deferred inflows related to pensions	(45,647)	(31,930,052)

Internal service funds are used by management to charge the costs of data processing, insurance, fleet lease and maintenance, building maintenance, and internal loans to individual funds. These assets and liabilities of the internal service funds are included in governmental activities in the statement of net position.

Total net position	19,786,525	
Less: amounts attributable to business-type activities	(3,214,482)	16,572,043

Because some property taxes and other revenues will not be collected for several months after the close of the City's fiscal year end, they are not considered as "available" revenues in the governmental funds, and therefore, reported as deferred inflows of unavailable revenues. In the statement of net position, which is presented on an accrual basis, no deferral is reported since the revenue is fully recognized in the statement of activities.

33,543

Long-term liabilities, including bonds payable and notes payable, are not due and payable in the current period and, therefore, are not reported in the funds. These liabilities, deferred outflows, and other debt-related deferred charges consist of the following:

Bonds and notes payable	(15,977,618)	
Accrued interest payable	(811,665)	
Unamortized bond discounts and premiums	(22,355,000)	
Unamortized deferred loss on bond refunding	225,374	
Net OPEB obligation	(1,207,884)	
Compensated absences	(2,387,347)	(42,514,140)

Net position of governmental activities		<u>\$ 103,657,880</u>
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The accompanying notes to financial statements are an integral part of this statement.

CITY OF PORT ORANGE, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
GOVERNMENTAL FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2015

	General	Eastport Business Center CRA	Town Center CRA	Nonmajor Governmental Funds	Total Governmental Funds
Revenues					
Taxes	\$ 18,334,038	\$ 59,471	\$ 39,142	\$ 2,242,044	\$ 20,674,695
Permits and fees	3,333,346	-	-	1,767,959	5,101,305
Intergovernmental	5,152,710	101,651	188,016	623,342	6,065,719
Charges for services	3,380,323	-	3,803	38,750	3,422,876
Fines and forfeitures	126,902	-	-	-	126,902
Investment income	97,284	2,368	968	92,758	193,378
Miscellaneous	346,370	21	24,012	70,883	441,286
Total revenues	<u>30,770,973</u>	<u>163,511</u>	<u>255,941</u>	<u>4,835,736</u>	<u>36,026,161</u>
Expenditures					
Current:					
General government	5,937,932	-	-	982,921	6,920,853
Public safety	19,345,440	-	-	1,052	19,346,492
Transportation	1,960,595	-	-	326,077	2,286,672
Economic environment	-	6,177	10,113	27,887	44,177
Culture and recreation	2,783,738	-	-	41,383	2,825,121
Capital outlay	91,587	-	489,900	2,721,723	3,303,210
Debt service:					
Principal retirement	-	-	-	770,000	770,000
Interest and fiscal charges	-	-	24,466	1,510,302	1,534,768
Total expenditures	<u>30,119,292</u>	<u>6,177</u>	<u>524,479</u>	<u>6,381,345</u>	<u>37,031,293</u>
Excess (deficiency) of revenues over expenditures	<u>651,681</u>	<u>157,334</u>	<u>(268,538)</u>	<u>(1,545,609)</u>	<u>(1,005,132)</u>
Other financing sources (uses)					
Transfers in	1,709,908	-	-	1,840,684	3,550,592
Transfers out	(1,463,720)	(180,596)	(350,592)	-	(1,994,908)
Total other financing sources (uses)	<u>246,188</u>	<u>(180,596)</u>	<u>(350,592)</u>	<u>1,840,684</u>	<u>1,555,684</u>
Net change in fund balances	<u>897,869</u>	<u>(23,262)</u>	<u>(619,130)</u>	<u>295,075</u>	<u>550,552</u>
Fund balances, beginning of year, as restated	16,904,088	350,557	(675,581)	16,175,379	32,754,443
Fund balances, end of year	<u>\$ 17,801,957</u>	<u>\$ 327,295</u>	<u>\$ (1,294,711)</u>	<u>\$ 16,470,454</u>	<u>\$ 33,304,995</u>

The accompanying notes to financial statements are an integral part of this statement

CITY OF PORT ORANGE, FLORIDA
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2015

Net change in fund balances - total governmental funds **\$ 550,552**

Differences in amounts reported for governmental activities in the statement of activities are:

Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets is depreciated over their estimated useful lives.

Capital outlay expenditures	3,303,210
Depreciation expense	(6,051,899)
Contributed capital assets	2,609,662

The net effect of various miscellaneous transactions involving capital assets (i.e. sales, trade-ins, donations, CIP project abandoned) is to decrease net position.	(1,869)
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Bond and loan proceeds are reported as financing sources in the governmental funds. However, the issuance of debt is reported as long-term debt payable in the statement of net position.

Repayment of bond and note principal is an expenditure in the governmental funds, but the repayment of debt principal reduces long-term liabilities in the statement of net position.

These amounts are as follows:

Principal repayment of general long-term debt	770,000
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Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in governmental funds (reduction in delinquent taxes).	9,319
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Governmental funds report contributions to defined benefit pension plans as expenditures.

However, in the Statement of Activities, the amount contributed to defined benefit pension plans reduces future net pension liability. Also included in pension expense in the Statement of Activities are amounts required to be amortized in accordance with GASB Statement No. 68.

Change in net pension liability and deferred inflows/outflows related to pensions	1,297,830
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Under the modified accrual basis of accounting used in the governmental funds, expenditures are not recognized for transactions that are not normally paid with expendable available financial resources. In the statement of activities, however, which is presented on the accrual basis, expenses and liabilities are reported regardless of when financial resources are available. In addition, interest on long-term debt is not recognized under the modified accrual basis of accounting until due, rather than as it accrues. These adjustments are as follows:

Amortization of bond discounts and premiums	3,145
Change in accrued interest on long-term debt	(183,656)
Change in equity investment in Communications Interlocal Agency	1,427
Change in compensated absences liability	47,941
Change in net OPEB obligation	(149,215)

Internal service funds are used by management to charge the costs of certain activities to individual funds. The portion of net revenue/expense of internal service funds reported within governmental activities for the year.

360,163

Change in net position of governmental activities	\$ 2,566,610
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The accompanying notes to financial statements are an integral part of this statement.

CITY OF PORT ORANGE, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - GENERAL FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2015

	Budgeted Amounts			Variance with Final Budget - Positive (Negative)
	Original	Final	Actual	
REVENUES				
Taxes	\$ 17,965,254	\$ 17,965,254	\$ 18,334,038	\$ 368,784
Permits and fees	3,006,400	3,017,418	3,333,346	315,928
Intergovernmental	4,705,508	4,715,508	5,152,710	437,202
Charges for services	3,113,208	3,149,541	3,380,323	230,782
Fines and forfeitures	133,700	174,700	126,902	(47,798)
Investment income	60,900	60,948	97,284	36,336
Miscellaneous	218,055	236,494	346,370	109,876
Total revenues	<u>29,203,025</u>	<u>29,319,863</u>	<u>30,770,973</u>	<u>1,451,110</u>
EXPENDITURES				
Current:				
General government:				
Mayor and Council	202,322	202,322	199,747	2,575
City Manager	475,424	475,424	456,550	18,874
Finance and administration	1,532,886	1,618,150	1,514,829	103,321
Legal	577,296	616,986	499,707	117,279
Planning and community development	1,393,414	1,387,089	1,266,320	120,769
Nondepartmental	2,046,081	2,285,780	2,000,779	285,001
Total general government	<u>6,227,423</u>	<u>6,585,751</u>	<u>5,937,932</u>	<u>647,819</u>
Public safety:				
Law enforcement	11,706,476	11,741,819	11,671,418	70,401
Fire safety	8,043,485	8,108,674	7,674,022	434,652
Total public safety	<u>19,749,961</u>	<u>19,850,493</u>	<u>19,345,440</u>	<u>505,053</u>
Transportation	2,107,811	2,118,947	1,960,595	158,352
Culture and recreation	2,972,061	3,043,695	2,783,738	259,957
Capital outlay	<u>36,822</u>	<u>214,478</u>	<u>91,587</u>	<u>122,891</u>
Total expenditures	<u>31,094,078</u>	<u>31,813,364</u>	<u>30,119,292</u>	<u>1,694,072</u>
Excess (deficiency) of revenues over expenditures	<u>(1,891,053)</u>	<u>(2,493,501)</u>	<u>651,681</u>	<u>3,145,182</u>
Other financing sources (uses)				
Transfers in	1,646,259	1,709,908	1,709,908	-
Transfers out	<u>(1,101,125)</u>	<u>(1,801,720)</u>	<u>(1,463,720)</u>	<u>338,000</u>
Total other financing sources (uses)	<u>545,134</u>	<u>(91,812)</u>	<u>246,188</u>	<u>338,000</u>
Net change in fund balances	<u>(1,345,919)</u>	<u>(2,585,313)</u>	<u>897,869</u>	<u>3,483,182</u>
Fund balances, beginning of year	16,904,088	16,904,088	16,904,088	-
Fund balances, end of year	<u>\$ 15,558,169</u>	<u>\$ 14,318,775</u>	<u>\$ 17,801,957</u>	<u>\$ 3,483,182</u>

The accompanying notes to financial statements are an integral part of this statement

CITY OF PORT ORANGE, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - EASTPORT BUSINESS CENTER CRA
FOR THE YEAR ENDED SEPTEMBER 30, 2015

	Budgeted Amounts			Variance with Final Budget - Positive (Negative)
	Original	Final	Actual	
REVENUES				
Taxes	\$ 64,012	\$ 64,012	\$ 59,471	\$ (4,541)
Intergovernmental	113,046	113,046	101,651	(11,395)
Investment income	1,500	1,500	2,368	868
Miscellaneous	-	-	21	21
Total revenues	<u>178,558</u>	<u>178,558</u>	<u>163,511</u>	<u>(15,047)</u>
EXPENDITURES				
Current:				
Economic environment	16,161	39,251	6,177	33,074
Capital outlay	-	9,026	-	9,026
Total expenditures	<u>16,161</u>	<u>48,277</u>	<u>6,177</u>	<u>42,100</u>
Excess (deficiency) of revenues over expenditures	<u>162,397</u>	<u>130,281</u>	<u>157,334</u>	<u>27,053</u>
Other financing sources (uses)				
Transfers in	-	-	-	-
Transfers out	<u>(180,596)</u>	<u>(180,596)</u>	<u>(180,596)</u>	<u>-</u>
Total other financing sources (uses)	<u>(180,596)</u>	<u>(180,596)</u>	<u>(180,596)</u>	<u>-</u>
Net change in fund balances	<u>(18,199)</u>	<u>(50,315)</u>	<u>(23,262)</u>	<u>27,053</u>
Fund balances, beginning of year	350,557	350,557	350,557	-
Fund balances, end of year	<u><u>\$ 332,358</u></u>	<u><u>\$ 300,242</u></u>	<u><u>\$ 327,295</u></u>	<u><u>\$ 27,053</u></u>

The accompanying notes to financial statements are an integral part of this statement

CITY OF PORT ORANGE, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - TOWN CENTER CRA
FOR THE YEAR ENDED SEPTEMBER 30, 2015

	Budgeted Amounts			Variance with Final Budget - Positive (Negative)
	Original	Final	Actual	
REVENUES				
Taxes	\$ 37,922	\$ 37,922	\$ 39,142	\$ 1,220
Intergovernmental	66,971	789,821	188,016	(601,805)
Charges for services	-	-	3,803	3,803
Investment income	275	275	968	693
Miscellaneous	6,510	6,510	24,012	17,502
Total revenues	<u>111,678</u>	<u>834,528</u>	<u>255,941</u>	<u>(578,587)</u>
EXPENDITURES				
Current:				
Economic environment	18,683	15,855	10,113	5,742
Capital outlay	-	1,206,787	489,900	716,887
Debt service:				
Interest and fiscal charges	22,367	25,517	24,466	1,051
Total expenditures	<u>41,050</u>	<u>1,248,159</u>	<u>524,479</u>	<u>723,680</u>
Excess (deficiency) of revenues over expenditures	<u>70,628</u>	<u>(413,631)</u>	<u>(268,538)</u>	<u>145,093</u>
Other financing sources (uses)				
Transfers in	279,964	574,464	-	(574,464)
Transfers out	(350,592)	(350,592)	(350,592)	-
Total other financing sources (uses)	<u>(70,628)</u>	<u>223,872</u>	<u>(350,592)</u>	<u>(574,464)</u>
Net change in fund balances	<u>-</u>	<u>(189,759)</u>	<u>(619,130)</u>	<u>(429,371)</u>
Fund balances, beginning of year, as restated	(675,581)	(675,581)	(675,581)	-
Fund balances, end of year	<u>\$ (675,581)</u>	<u>\$ (865,340)</u>	<u>\$ (1,294,711)</u>	<u>\$ (429,371)</u>

The accompanying notes to financial statements are an integral part of this statement

CITY OF PORT ORANGE, FLORIDA
STATEMENT OF NET POSITION
PROPRIETARY FUNDS
SEPTEMBER 30, 2015

	Business-type Activities - Enterprise Funds				Governmental Activities - Internal Service Funds	
	Water and Sewer	Solid Waste	Stormwater Utility	Golf Course	Total	
ASSETS						
Equity in pooled cash	\$ 14,150,340	\$ 2,804,560	\$ 3,343,235	\$ 635,043	\$ 20,933,178	\$ 10,580,730
Accounts receivable, net	2,929,475	839,752	20,702	161,607	3,951,536	37,582
Due from other governments	216,363	-	256,824	-	473,187	-
Inventories	654,143	-	-	15,170	669,313	-
Prepaid items	711,670	-	-	34,536	746,206	-
Due from other funds	-	-	-	-	-	2,638,826
Restricted current assets						
Equity in pooled cash	813,177	-	164,768	-	977,945	-
Investments	273,054	-	-	-	273,054	-
Total current assets	<u>19,748,222</u>	<u>3,644,312</u>	<u>3,785,529</u>	<u>846,356</u>	<u>28,024,419</u>	<u>13,257,138</u>
Noncurrent assets:						
Restricted cash	12,768,009	-	1,531,153	-	14,299,162	-
Capital assets:						
Land	15,449,129	42,800	12,340,206	949,209	28,781,344	-
Building and improvements	276,725,345	159,441	-	5,066,308	281,951,094	382,305
Infrastructure	-	-	32,659,787	-	32,659,787	-
Machinery and equipment	3,085,731	2,454	139,672	112,291	3,340,148	22,160,913
Construction in progress	1,284,477	-	348,066	15,382	1,647,925	55,103
Accumulated depreciation	(105,891,587)	(138,791)	(1,248,192)	(2,438,694)	(109,717,264)	(16,395,106)
Total capital assets, net	190,653,095	65,904	44,239,539	3,704,496	238,663,034	6,203,215
Advances to other funds	1,559,061	-	-	-	1,559,061	1,729,491
Total noncurrent assets	<u>204,980,165</u>	<u>65,904</u>	<u>45,770,692</u>	<u>3,704,496</u>	<u>254,521,257</u>	<u>7,932,706</u>
Total assets	<u>\$ 224,728,387</u>	<u>\$ 3,710,216</u>	<u>\$ 49,556,221</u>	<u>\$ 4,550,852</u>	<u>\$ 282,545,676</u>	<u>\$ 21,189,844</u>
DEFERRED OUTFLOWS OF RESOURCES						
Deferred loss on bond refunding	\$ 541,263	\$ -	\$ 12,208	\$ -	\$ 553,471	\$ -
Deferred outflows related to pensions	602,558	17,826	87,380	-	707,764	-
Total assets	<u>\$ 1,143,821</u>	<u>\$ 17,826</u>	<u>\$ 99,588</u>	<u>\$ -</u>	<u>\$ 1,261,235</u>	<u>\$ -</u>
LIABILITIES						
Current liabilities:						
Accounts payable and accrued liabilities	\$ 504,056	\$ 484,529	\$ 287,753	\$ 230,589	\$ 1,506,927	\$ 896,680
Deposits	3,493,010	-	-	-	3,493,010	-
Unearned revenue	74,580	-	-	211,798	286,378	-
Due to other funds	-	-	40,653	-	40,653	-
Estimated claims payable	-	-	-	-	-	353,000
Compensated absences	59,699	2,478	6,078	-	68,255	15,365
Payable from restricted assets:						
Accounts payable and accrued liabilities	789,027	-	-	-	789,027	-
Current maturities on long-term debt	6,219,289	-	1,049,416	-	7,268,705	-
Accrued interest payable	297,204	-	164,768	-	461,972	-
Total current liabilities	<u>11,436,865</u>	<u>487,007</u>	<u>1,548,668</u>	<u>442,387</u>	<u>13,914,927</u>	<u>1,265,045</u>
Noncurrent liabilities:						
Bonds and notes payable, net	40,023,294	-	11,726,773	-	51,750,067	-
Advances from other funds	-	-	-	3,288,552	3,288,552	-
Compensated absences	537,294	22,305	54,705	-	614,304	138,274
Net OPEB obligation	303,002	12,985	46,561	-	362,548	-
Net pension liability	2,497,566	73,888	362,183	-	2,933,637	-
Total noncurrent liabilities	<u>43,361,156</u>	<u>109,178</u>	<u>12,190,222</u>	<u>3,288,552</u>	<u>58,949,108</u>	<u>138,274</u>
Total liabilities	<u>\$ 54,798,021</u>	<u>\$ 596,185</u>	<u>\$ 13,738,890</u>	<u>\$ 3,730,939</u>	<u>\$ 72,864,035</u>	<u>\$ 1,403,319</u>
DEFERRED INFLOWS OF RESOURCES						
Deferred inflows related to pensions	<u>\$ 23,309</u>	<u>\$ 690</u>	<u>\$ 3,380</u>	<u>\$ -</u>	<u>\$ 27,379</u>	<u>\$ -</u>
NET POSITION						
Net investment in capital assets	\$ 144,951,775	\$ 65,904	\$ 31,475,558	\$ 3,704,496	\$ 180,197,733	\$ 6,203,215
Restricted for debt service	5,461,609	-	1,531,153	-	6,992,762	-
Restricted for Wetland Mitigation Credits	1,386,727	-	-	-	1,386,727	-
Restricted for renewal and replacement	1,940,633	-	-	-	1,940,633	-
Restricted for utility plant expansion	3,979,040	-	-	-	3,979,040	-
Unrestricted	13,331,094	3,065,263	2,906,828	(2,884,583)	16,418,602	13,583,310
Total net position	<u>\$ 171,050,878</u>	<u>\$ 3,131,167</u>	<u>\$ 35,913,539</u>	<u>\$ 819,913</u>	<u>210,915,497</u>	<u>\$ 19,786,525</u>
Cumulative adjustment to reflect consolidation of internal service fund activities related to enterprise funds					3,214,482	
Net position, business-type activities					<u>\$ 214,129,979</u>	

The accompanying notes to financial statements are an integral part of this statement.

CITY OF PORT ORANGE, FLORIDA
STATEMENT OF REVENUE, EXPENSES, AND CHANGES IN NET POSITION
PROPRIETARY FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2015

	Business-type Activities - Enterprise Funds					Governmental Activities - Internal Service Funds
	Water and Sewer	Solid Waste	Stormwater Utility	Golf Course	Total	
Operating revenues						
Charges for services	\$ 25,747,384	\$ 7,052,339	\$ 3,860,256	\$ 1,004,270	\$ 37,664,249	\$ 7,935,592
Other revenues	178,259	42	218	335	178,854	325,241
Total operating revenues	25,925,643	7,052,381	3,860,474	1,004,605	37,843,103	8,260,833
Operating expenses						
Personal services	5,801,431	223,365	734,663	-	6,759,459	1,627,578
Contractual services	2,904,120	6,286,101	610,614	1,382,871	11,183,706	1,924,325
Utilities	1,321,228	858	-	-	1,322,086	441,067
Maintenance and repairs	1,895,478	7,251	141,756	1,370	2,045,855	407,496
Other supplies and expenses	2,145,414	54,882	69,426	5,295	2,275,017	626,450
Insurance claims and expenses	-	-	-	-	-	563,164
Depreciation	5,526,760	957	1,188,666	140,587	6,856,970	1,505,889
Total operating expenses	19,594,431	6,573,414	2,745,125	1,530,123	30,443,093	7,095,969
Operating income (loss)	6,331,212	478,967	1,115,349	(525,518)	7,400,010	1,164,864
Nonoperating revenues (expenses)						
Interest earnings	129,347	13,809	30,007	(1,205)	171,958	140,411
Interest and amortization expense	(1,205,050)	-	(420,188)	-	(1,625,238)	-
Total nonoperating revenues (expenses)	(1,075,703)	13,809	(390,181)	(1,205)	(1,453,280)	140,411
Income (loss) before contributions and transfers	5,255,509	492,776	725,168	(526,723)	5,946,730	1,305,275
Capital contributions	1,926,860	-	-	-	1,926,860	-
Capital grants	-	-	255,496	-	255,496	-
Transfers in	9,579	888	847,500	-	857,967	6,015
Transfers out	(1,260,543)	(193,875)	(338,991)	-	(1,793,409)	(626,257)
Change in net position	5,931,405	299,789	1,489,173	(526,723)	7,193,644	685,033
Net position, beginning of year, as restated	165,119,473	2,831,378	34,424,366	1,346,636	203,721,853	19,101,492
Net position, end of year	<u>\$ 171,050,878</u>	<u>\$ 3,131,167</u>	<u>\$ 35,913,539</u>	<u>\$ 819,913</u>	<u>\$ 210,915,497</u>	<u>\$ 19,786,525</u>
Change in proprietary funds net position					\$ 7,193,644	
Adjustment to reflect consolidation of internal service fund activities related to enterprise funds					324,870	
Change in net position of business-type activities					<u>\$ 7,518,514</u>	

The accompanying notes to financial statements are an integral part of this statement.

CITY OF PORT ORANGE, FLORIDA
STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2015

	Business-type Activities - Enterprise Funds				Governmental Activities - Internal Service Funds	
	Water and Sewer	Solid Waste	Stormwater Utility	Golf Course	Total	
Cash flows from operating activities						
Cash received from customers	\$ 25,762,500	\$ 6,939,905	\$ 4,101,795	\$ 941,799	\$ 37,745,999	\$ 8,262,756
Cash paid to employees	(5,562,802)	(219,696)	(702,939)	-	(6,485,437)	(1,601,890)
Cash paid to suppliers	(8,638,854)	(6,363,595)	(827,796)	(1,171,413)	(17,001,658)	(3,271,949)
Net cash provided by (used in) operating activities	<u>11,560,844</u>	<u>356,614</u>	<u>2,571,060</u>	<u>(229,614)</u>	<u>14,258,904</u>	<u>3,388,917</u>
Cash flows from noncapital financing activities						
Transfers from other funds	9,579	888	847,500	-	857,967	6,015
Transfers to other funds	(1,260,543)	(193,875)	(338,991)	-	(1,793,409)	(626,257)
Interfund loans	-	-	(133,736)	1,729,491	1,595,755	(1,705,249)
Net cash provided by (used in) noncapital financing activities	<u>(1,250,964)</u>	<u>(192,987)</u>	<u>374,773</u>	<u>1,729,491</u>	<u>660,313</u>	<u>(2,325,491)</u>
Cash flows from capital and related financing activities						
Acquisition and construction of capital assets	(2,164,952)	-	(436,694)	(864,601)	(3,466,247)	(1,862,318)
Capital grants	-	-	255,496	-	255,496	-
Principal payments of long-term debt	(5,253,580)	-	(1,308,410)	-	(6,561,990)	-
Interest paid	(1,239,591)	-	(437,355)	-	(1,676,946)	-
Net cash provided by (used in) capital and related financing activities	<u>(8,658,123)</u>	<u>-</u>	<u>(1,926,963)</u>	<u>(864,601)</u>	<u>(11,449,687)</u>	<u>(1,862,318)</u>
Cash flows from investing activities						
Interest received	128,666	13,809	30,007	(1,205)	171,277	140,411
Net cash provided by (used in) investing activities	<u>128,666</u>	<u>13,809</u>	<u>30,007</u>	<u>(1,205)</u>	<u>171,277</u>	<u>140,411</u>
Net increase (decrease) in cash and cash equivalents	<u>1,780,423</u>	<u>177,436</u>	<u>1,048,877</u>	<u>634,071</u>	<u>3,640,807</u>	<u>(658,481)</u>
Cash and cash equivalents, beginning of year	25,951,103	2,627,124	3,990,279	972	32,569,478	11,239,211
Cash and cash equivalents, end of year	<u>\$ 27,731,526</u>	<u>\$ 2,804,560</u>	<u>\$ 5,039,156</u>	<u>\$ 635,043</u>	<u>\$ 36,210,285</u>	<u>\$ 10,580,730</u>
Cash and cash equivalents classified as:						
Unrestricted	\$ 14,150,340	\$ 2,804,560	\$ 3,343,235	\$ 635,043	\$ 20,933,178	\$ 10,580,730
Restricted	13,581,186	-	1,695,921	-	15,277,107	-
Total cash and cash equivalents	<u>\$ 27,731,526</u>	<u>\$ 2,804,560</u>	<u>\$ 5,039,156</u>	<u>\$ 635,043</u>	<u>\$ 36,210,285</u>	<u>\$ 10,580,730</u>
Reconciliation of operating income to net cash provided by operating activities:						
Operating income (loss)	\$ 6,331,212	\$ 478,967	\$ 1,115,349	\$ (525,518)	\$ 7,400,010	\$ 1,164,864
Adjustments to reconcile net operating income (loss) to net cash provided by (used in) operating activities:						
Depreciation	5,526,760	957	1,188,666	140,587	6,856,970	1,505,889
Changes in assets and liabilities:						
Accounts receivable	(314,320)	(112,476)	(1,855)	(117,888)	(546,539)	1,923
Due from other governments	13,621	-	243,176	-	256,797	-
Inventories	(186,045)	-	-	40,845	(145,200)	-
Prepaid items	(692,950)	-	-	(2,980)	(695,930)	48,659
Accounts payable and accrued liabilities	506,381	(14,503)	(6,000)	180,258	666,136	641,894
Deposits	127,067	-	-	-	127,067	-
Unearned revenue	10,489	-	-	55,082	65,571	-
Compensated absences	18,138	(3,011)	(1,749)	-	13,378	20,688
Net pension liability	172,063	5,091	24,951	-	202,105	-
Net OPEB obligation	48,428	1,589	8,522	-	58,539	5,000
Net cash provided by (used in) operating activities	<u>\$ 11,560,844</u>	<u>\$ 356,614</u>	<u>\$ 2,571,060</u>	<u>\$ (229,614)</u>	<u>\$ 14,258,904</u>	<u>\$ 3,388,917</u>
Non-cash investing, capital, and financing activities:						
Capital assets contributed from other sources	\$ 1,926,860	\$ -	\$ -	\$ -	\$ 1,926,860	\$ -

The accompanying notes to financial statements are an integral part of this statement.

**CITY OF PORT ORANGE, FLORIDA
STATEMENT OF FIDUCIARY NET POSITION
FIDUCIARY FUNDS
SEPTEMBER 30, 2015**

	Pension Trust Funds
ASSETS	
Cash and cash equivalents with trustee	\$ 1,996,507
Prepaid benefit payments	166,567
Receivables	
State premium taxes	346,281
Interest and dividends receivable	182,953
Total receivables	529,234
Investments, at fair value	
U.S. Treasury obligations	8,860,811
Government agency obligations	1,879,022
Corporate and municipal debt obligations	10,616,654
Corporate equity securities	33,686,320
Mutual funds	12,922,471
Real estate funds	7,487,146
Partnerships	1,983,716
Total investments	77,436,140
Total assets	\$ 80,128,448
LIABILITIES	
Accounts payable	\$ 89,209
NET POSITION	
Held in trust for pension benefits	\$ 80,039,239

The accompanying notes to financial statements are an integral part of this statement.

CITY OF PORT ORANGE, FLORIDA
STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
FIDUCIARY FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2015

	Pension Trust Funds
Additions	
Contributions:	
Employer	\$ 5,725,849
Plan members	947,969
State - insurance premium taxes	736,939
Total contributions	<u>7,410,757</u>
Investment earnings	
Net appreciation (depreciation) in fair value of investments	(104,055)
Interest and dividends	1,494,311
Total investment earnings	<u>1,390,256</u>
Less: investment expense	(496,020)
Net investment income (loss)	<u>894,236</u>
Total additions	<u>8,304,993</u>
Deductions	
Benefit payments and refunds	7,479,380
Administrative expenses	259,762
Total deductions	<u>7,739,142</u>
Change in net position	<u>565,851</u>
Net position held in trust for pension benefits, beginning of year	79,473,388
Net position held in trust for pension benefits, end of year	<u><u>\$ 80,039,239</u></u>

The accompanying notes to financial statements are an integral part of this statement.

CITY OF PORT ORANGE, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2015

(1) **Summary of Significant Accounting Policies:**

The financial statements of the City of Port Orange, Florida (the City), have been prepared in conformance with accounting principles generally accepted in the United States of America as applicable to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted body for promulgating governmental accounting and financial reporting principles. The following is a summary of the City's significant accounting policies:

(a) **Reporting entity**—The City is a municipal corporation created by the laws of Florida, Chapter 67-1274, located in Volusia County. The legislative branch of the City is comprised of a five member elected Council. The City Council is governed by the City Charter and by state and local laws and regulations. The City Council is responsible for the establishment and adoption of policy. The execution of such policy is the responsibility of the Council-appointed City Manager.

In evaluating the City as a reporting entity, management has addressed all potential component units (traditionally separate reporting entities) for which the City may be financially accountable and, as such, should be included within the City's financial statements. The City (the primary government) is financially accountable if it appoints a voting majority of the organization's governing board and (1) it is able to impose its will on the organization or (2) there is a potential for the organization to provide specific financial burden on the City. Additionally, the primary government is required to consider other organizations for which the nature and significance of their relationship with the primary government are such that exclusion would cause the reporting entity's financial statements to be misleading or incomplete.

The financial statements are formatted to allow the user to clearly distinguish between the primary government and its component units. Because of the closeness of their relationship with the primary government (the City), the current component units are blended as though they are part of the primary government.

(b) **Blended component units**—The City has two blended component units, as follows:

The City of Port Orange, Florida, Eastport Business Center Community Redevelopment Agency (the "Eastport Business Center CRA") was created by Ordinance No. 1995-42 to account for the receipt and expenditure of property tax revenues from the tax increment financing district to support City redevelopment in the designated community redevelopment area. Although legally separate, pursuant to Resolution No. 95-23, the City Council declared itself to be the Eastport Business Center CRA and provided for the appointment of two additional members. Since the City is financially accountable for the activities of the Eastport Business Center CRA, its governing board is the same, and its relationship to the City is significant, its financial activities are reported on a blended basis as if it were part of the primary government as a major special revenue fund.

The City of Port Orange, Florida, Town Center Community Redevelopment Agency (the "Town Center CRA") was created by Ordinance No. 1998-79 to account for the receipt and expenditure of property tax revenues from the tax increment financing district to support City redevelopment in the designated community redevelopment area. Although legally separate, pursuant to Resolution No. 98-20, the City Council declared itself to be the Town Center CRA and provided for the appointment of two additional members. Since the City is financially accountable for the activities of the Town Center CRA, its governing board is the same, and its relationship to the City is significant, its financial activities are reported on a blended basis as if it were part of the primary government as a major special revenue fund.

CITY OF PORT ORANGE, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2015

(1) **Summary of Significant Accounting Policies:** (Continued)

(c) **Related organizations**—Organizations for which a primary government is accountable because the City appoints a voting majority of the board, but is not financially accountable, are considered to be related organizations. The City Council temporarily appoints a voting majority of the members of the governing board of The Port Orange Business Park Property Owners' Association, Inc. (the Property Owners' Association). The City is not financially accountable for the organization, nor does the City's accountability for this organization extend significantly beyond making the appointments. Accordingly, financial information for this entity is excluded from the City's financial statements.

The Property Owners' Association was incorporated as a Florida not-for-profit corporation on May 29, 2009 to administer and enforce the Port Orange Business Park (the Business Park) covenants and restrictions affecting certain lands located within the business park. The board of directors of the Property Owners' Association will be elected exclusively by the owners of property within the Business Park. The representation and voting rights assigned to the board members of the Property Owners' Association will be based on each owner's pro-rata share of ownership of all non-Association property within the Business Park. At September 30, 2015, the City's property ownership percentage totaled 50.61%.

Cypress Head Golf Club (the Golf Course) is an 18-hole championship course, with lighted practice facility, driving range, maintenance barn, cart barn, clubhouse, pro shop, restaurant, banquet room, and other related facilities wholly owned and operated by the City. Golf Club at Cypress Head, Inc. was incorporated on August 31, 2001, under the laws of the State of Florida and is the successor of Cypress Head Golf Course, Inc. which was incorporated on October 10, 1991. Golf Club at Cypress Head, Inc. is engaged primarily in holding the license authorizing the sale of alcoholic beverages at the Golf Course and is wholly owned by the City. The Golf Course is managed by an independent sports management company, which provides separate financial statements and accounting for the revenues and expenses generated from player fees, pro-shop sales, restaurant sales, and other related financial activities of the Golf Course. The accompanying financial statements combine the financial activities of the Golf Course which is managed pursuant to the Agreement for Golf Course Management at Cypress Head and the City's Golf Course Enterprise fund. All real and other personal property associated with golf course operations are combined with the financial reporting of the operational activities of the Golf Course in the City's Golf Course Enterprise Fund.

(d) **Joint venture**—The Communications Interlocal Agency (the "CI Agency") was created on January 11, 2002, between the cities of Port Orange, New Smyrna Beach, and Edgewater, which together entered into an interlocal agreement to provide a consolidated dispatch communications and records system servicing law enforcement, fire, rescue and emergency communications for each of the participating cities. This entity was established pursuant to Section 163.01(7), Florida Statutes. The CI Agency operates as a public entity using the same fiscal year as the City.

The CI Agency is an instrumentality of the municipal parties and is entitled to sovereign immunity except where waived by general law. It operates pursuant to direction from its governing board. The governing board is comprised of three mayors from the respective cities mentioned above. Operating guidelines, procedures, designations and restrictions are determined by this governing body.

CITY OF PORT ORANGE, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2015

(1) Summary of Significant Accounting Policies: (Continued)

Substantially all costs of the CI Agency are allocated pro-rata to Port Orange, New Smyrna Beach and Edgewater at 44%, 33% and 23%, respectively. The accounting records are maintained using generally accepted accounting principles. The City, as agent for the CI Agency, performs all cash and accounting transactions. Equity in pooled cash is accounted with, but considered a separate component of, the City's equity in pooled cash. Separate financial statements are not prepared for the joint venture.

The majority of initial, first year charges to the respective cities were for the acquisition of capital purchases. These initial charges were made in accordance with the agreement. The differing proportions of existing equipment and other capital assets already owned by the three participants produces a disproportionate allocation of net position.

The following is a summary of the statement of net position and statement of revenues, expenses, and changes in fund net position of CI Agency:

Statement of Net Position
September 30, 2015

	Port Orange	New Smyrna	Edgewater	Total
CURRENT ASSETS				
Equity in pooled cash and investments	\$ 11,080	\$ 133,334	\$ 162,591	\$ 307,005
Total current assets	11,080	133,334	162,591	307,005
NET POSITION				
Unrestricted	11,080	133,334	162,591	307,005
Total net position	\$ 11,080	\$ 133,334	\$ 162,591	\$ 307,005

Statement of Revenues, Expenses and Changes in Fund Net Position
For the Year Ended September 30, 2015

	Port Orange	New Smyrna	Edgewater	Total
REVENUES				
Charges for services	\$ -	\$ -	\$ -	\$ -
Total revenues	-	-	-	-
EXPENDITURES				
Operating Expenses	-	-	-	-
Total expenditures	-	-	-	-
Operating (loss)	-	-	-	-
NONOPERATING REVENUES (EXPENSES)				
Investment earnings	682	511	356	1,549
Miscellaneous	-	-	-	-
Total nonoperating revenues (expenses)	682	511	356	1,549
Net income	682	511	356	1,549
Net position - beginning	10,398	132,823	162,235	305,456
Net position - ending	\$ 11,080	\$ 133,334	\$ 162,591	\$ 307,005

The balances owed to each of the participating cities were paid out subsequent to year-end in March 2016.

CITY OF PORT ORANGE, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2015

(1) **Summary of Significant Accounting Policies:** (Continued)

(e) **Government-wide and fund financial statements**—The government-wide financial statements (i.e., the statement of net position and the statement of changes in net position) report aggregated information for the overall government for all of the activities of the primary government. These statements do not report fiduciary funds or fiduciary component units such as retirement trust funds. Those activities are reported only in fund financial statements. The effect of interfund activity has been removed from these statements.

Governmental activities, which normally are supported by taxes, intergovernmental revenues, and other nonexchange revenues, are reported separately from business-type activities, which are financed wholly or partially by fees charged to external parties for goods or services and are reported in enterprise funds.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Indirect costs are included in the program expense reported for individual functions and activities. Program revenues include (1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and (2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

Separate financial statements are provided for governmental funds, proprietary funds, and fiduciary funds, even though the latter are excluded from the government-wide financial statements. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements.

(f) **Measurement focus, basis of accounting, and financial statement presentation**—The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the proprietary fund and fiduciary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the proprietary fund and fiduciary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period except for grant revenues which are considered earned when expenditures are incurred. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

CITY OF PORT ORANGE, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2015

(1) **Summary of Significant Accounting Policies:** (Continued)

Property taxes, franchise taxes, intergovernmental revenues, licenses and permits, charges for services, and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. All other revenue items are considered to be measurable and available only when the government receives cash.

Nonexchange transactions are grouped into four classes, based on their principal characteristics. The accounting treatment for each type of transaction is as follows:

- Derived Tax Revenues are defined as assessments imposed on exchange transactions. Examples include: sales taxes, franchise tax, utility taxes, etc. Assets from derived tax revenue are recognized in the period when the exchange transaction on which the tax is imposed or when resources are received, whichever occurs first. Revenues are recognized, net of estimated uncollectible amounts, in the same period that the assets are recognized. Resources received in advance are recorded as deferred revenue until the period of the exchange.
- Imposed Nonexchange Revenues result from assessments on nongovernmental entities, other than assessments on exchange transactions. Examples include: ad valorem (property) taxes, fines and penalties, and property forfeitures. Assets from imposed nonexchange revenues are recognized in the period when an enforceable legal claim to the assets arises or when the resources are received, whichever occurs first. Property taxes are recognized in the period for which the taxes are levied. All other imposed nonexchange revenues are recognized in the same period that the assets are recognized.
- Government-mandated Nonexchange Transactions establish eligibility requirements before a transaction can occur. Examples include federal awards and state financial assistance. Until the requirements are met, the recipient does not have a receivable and recognition of revenue received in advance is deferred. The providers (usually federal, state, and county governments) often offer resources on a reimbursement ("expenditure-driven") basis at the time the recipient has incurred allowable costs under the applicable program.
- Voluntary Nonexchange Transactions result from legislative or contractual agreements other than exchanges, entered into willingly by two or more parties. Examples include certain grants, entitlements, and donations by nongovernmental entities. Principal characteristics of these types of transactions are (1) they are not imposed on the provider or recipient, and (2) fulfillment of eligibility requirements is essential for a transaction to occur. Assets and revenues are recognized when all applicable eligibility requirements, including time requirements, are met. Resources received in advance are reported as deferred revenue.

The City's accounts are organized on the basis of funds each of which is considered a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues, and expenditures, or expenses, as appropriate. Government resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled. The focus of the governmental and proprietary fund financial statements is on major funds.

The City reports the following major governmental funds:

General Fund—The General Fund is the principal fund of the City which accounts for all financial transactions not accounted for in other funds. The majority of current operating expenditures of the City other than proprietary fund activities are financed through revenues received by the General Fund.

CITY OF PORT ORANGE, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2015

(1) **Summary of Significant Accounting Policies:** (Continued)

Eastport Business Center Community Redevelopment Area (CRA) Fund—The Eastport CRA Fund accounts for the receipt and expenditure of property tax revenues from the tax increment financing district to support redevelopment in the Eastport Business Center community redevelopment area.

Town Center Community Redevelopment Area (CRA) Fund—The Town Center CRA Fund accounts for the receipt and expenditure of property tax revenues from the tax increment financing district to support redevelopment in the Town Center community redevelopment area.

The City reports the following major proprietary funds:

Water and Sewer System Fund—The Water and Sewer System Fund accounts for the costs and recovery of costs in the form of user charges related to the production, treatment and distribution of potable water, along with the collection, treatment and disposal of sewage waste with the City. The maintenance and improvement of utility plant required to provide these goods and services are financed primarily from user charges. Physical plant expansion is financed primarily from revenue bond obligations and other long-term debt borrowings.

Solid Waste Fund—The Solid Waste Fund provides the community with refuse and recycling services provided by third-party contracted vendors, the costs of which are primarily recovered by user charges.

Stormwater Utility Fund—The Stormwater Utility Fund accounts for the collection of drainage fees utilized for the expansion and maintenance of drainage facilities.

Golf Course Fund—The Golf Course Fund accounts for the costs and recovery of costs in the form of user charges related to the use of the 18-hole golf course owned and operated by the City. The maintenance and improvement of the golf course required to provide these goods and services are financed primarily from user charges, existing cash resources, and other City funds.

Additionally, the City reports the following fund types:

Special Revenue Funds—These funds account for financial sources and uses that are legally restricted for specific purposes. The City has five non-major Special Revenue Funds which consist of: the Business Development; Recreation Facilities; Municipal Communications; Community Development-Building; and Community Development Block Grant funds. These financial activities are reported separately in the Combining and Individual Fund Statements and Schedules section of this report.

Debt Service Funds—These funds are used to account for the accumulation of resources for, and payment of, general long-term debt principal, interest, and related costs. This fund type is used to provide for the debt service requirements of the City's governmental long-term debt.

Capital Projects Funds—These funds are used to account for financial resources to be used for equipment replacement or the acquisition or construction of major capital facilities (other than those financed by proprietary funds and trust funds). The City has the following non-major capital projects funds: General Construction, Transportation Capital Projects, Capital Improvement Bond Construction, Fire Impact, Transportation Impact, General Obligation Capital Projects, Capital Replacement Funds, Economic Development Capital, Town Center Bond Project, 2014 Capital Improvement Bond Projects, and Recreation Impact. These financial activities are reported separately in the Combining and Individual Fund Statements and Schedules section of this report.

CITY OF PORT ORANGE, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2015

(1) **Summary of Significant Accounting Policies:** (Continued)

Internal Service Funds—The City's Internal Service Funds account for the financial activities of its internal data processing, vehicle maintenance, self-insurance, lease and replacement, building maintenance, and loan pool activities. These type funds provide services to departments of the City on a cost-reimbursement basis.

Pension Trust Funds—Accounts for the net position held in trust for defined pension benefits and the related financial activities of the employees' retirement system, which accumulates resources for defined pension benefit payments to the Municipal Police Officers' Retirement Trust Fund, the Municipal Firefighters' Pension Trust Fund, and the General Employee's Pension Trust Fund. Assets accumulated and held in trust in defined contribution pension plans (deferred compensation and money purchase retirement plans) are not included in the financial statements, since such amounts immediately vest with the employees.

The City has adopted the GASB Codification.

As a general rule, the effect of the City's interfund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule are payments-in-lieu of taxes and other charges between the City's water and sewer function and various other functions. Elimination of these charges would distort the direct costs and program revenues reported for the various functions concerned.

Amounts reported as program revenues include 1) charges to customers for goods, services, or privileges provided, 2) operating grants and contributions, and 3) capital grants and contributions, including special assessments (when applicable). Internally dedicated resources are reported as general revenues rather than as program revenues. Likewise, general revenues include all taxes.

Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the City's enterprise funds and internal service funds are charges to customers for sales and services. The City recognizes as operating revenue the portion of impact fees intended to recover the cost of connecting new customers to the system. Operating expenses for enterprise funds and internal service funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

(g) **Budgets and budgetary accounting**—Annual budgets for all governmental and proprietary funds were adopted in compliance with Florida law. The basis on which the budgets are prepared is consistent with the basis of accounting utilized by the various fund types. The governmental funds' budgets are prepared on the modified accrual basis of accounting. The proprietary funds' budgets are prepared on a full accrual basis of accounting. The City uses the following procedures in establishing the budgetary data reflected in the accompanying financial statements:

- i. On or before July 1st, the City Manager submits a preliminary budget to the City Council for the ensuing fiscal year.
- ii. Budget workshop sessions are scheduled by the City Council, as needed.

CITY OF PORT ORANGE, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2015

(1) **Summary of Significant Accounting Policies:** (Continued)

- iii. A general summary of the budget and notice of public hearing is published in a local newspaper.
- iv. Prior to October 1st, the budget is legally enacted through passage of an ordinance.
- v. The City Council, by resolution, may make supplemental appropriations in excess of those estimated for the year up to the amount of available revenue in accordance with Section 3.08 of the City Charter. Prior to the end of the fiscal year, supplemental appropriations are made for unanticipated spending requirements by the Council.
- vi. The City Council must approve all inter-departmental budget amendments and/or appropriations transfers. Budgetary control is exercised at the department level.
- vii. Every appropriation lapses at the close of the fiscal year.

The budgets for governmental funds that were either adopted or amended during the year by the City Council were prepared using the modified accrual basis of accounting in accordance with generally accepted accounting principles. The general, special revenue, debt service, and capital project funds have legally adopted budgets.

The individual accounts that comprise the water and sewer fund, consisting of the water and sewer revenue account, water and sewer renewal and replacement account, and water and sewer impact fee account, have legally adopted annual budgets. The solid waste, golf course, and stormwater funds also have legally adopted annual budgets.

(h) **Deposits and investments**—The City's cash and cash equivalents include cash on hand, demand deposits and short-term investments that are readily convertible to known amounts of cash. Investments with original maturities of three months or less are considered to be cash equivalents.

The City's investment policies are governed by state statutes and local resolution. These policies authorize the City to invest in bonds, notes, and certificates of indebtedness, treasury bills, or other securities which are guaranteed by the full faith and credit of the United States of America, interest bearing savings accounts, interest bearing certificates of deposit and interest bearing time deposits.

All of the City's investments and all fiduciary (pension) fund investments are reported at fair value.

(i) **Receivables and payables**—Activity between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as either "due to/from other funds" (i.e., the current portion of interfund loans) or "advances to/from other funds" (i.e., the non-current portion of interfund loans). All other outstanding balances between funds are reported as "due to/from other funds." Any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as "internal balances."

Advances between funds, as reported in the fund financial statements, are offset by a fund balance reserve account in applicable governmental funds to indicate that they are not available for appropriation and are not expendable available financial resources.

All trade and property tax receivables are reported net of an allowance for uncollectible accounts, which is based upon management's analysis of historical trends. Utility operating sales are generally recognized on the basis of cycle billings rendered quarterly. Unbilled accounts receivable are accrued by the City at September 30th, to recognize the sales revenues earned between the last meter reading dates made in mid-September through the end of the fiscal year.

CITY OF PORT ORANGE, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2015

(1) **Summary of Significant Accounting Policies:** (Continued)

(j) **Inventories and prepaid items**—The cost of inventory is accounted for on the consumption basis wherein inventories are charged as expenditures when used, rather than when purchased. All inventories are valued at cost, which approximates market, by using the weighted average valuation method. The effect of this method is to flow the costs of the materials and supplies in the order in which they are purchased and to assign a balance sheet inventory valuation more nearly at current replacement value. No required minimum levels of inventory are maintained.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

(k) **Restricted assets**—Certain proceeds of enterprise fund revenue bonds, as well as certain resources set aside for their repayments, are classified as restricted assets on the balance sheet because their use is limited by applicable bond covenants. Restricted funds are comprised of the following:

Sinking funds - segregated resources generated from operations that are accumulated for making debt service payments over the next twelve months.

Construction funds - segregated resources consisting of net bond proceeds from the issuance of revenue bonds and other long-term debt obligations that are restricted to use in construction.

Renewal and replacement funds – segregated resources that are set aside to meet unexpected repairs or to fund asset renewal and replacement.

Impact fee funds - segregated resources, contributions and development fees paid on new constructions that are restricted for utility system expansion.

(l) **Capital assets**—Capital assets, which include property, plant, equipment, and infrastructure assets (e.g., roads, drainage improvements, sidewalks, and similar items), are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than \$5,000 and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated fair market value at the date of donation.

Infrastructure assets are being accounted for using different methods. For governmental activities, the cost or estimated cost of roads and sidewalks are presented. The City has compiled this information and has recorded all roads and sidewalks acquired after June 30, 1980. For business-type activities, infrastructure assets have been capitalized at cost. Water and sewer utility and stormwater utility improvements are being depreciated over their useful lives.

The City previously used the modified approach for reporting infrastructure assets whereby these assets were maintained at a certain level and not depreciated. This policy was changed for the year-ended September 30, 2015. All infrastructure assets are now being depreciated on a straight-line basis over their estimated useful lives.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized, but charged to operating expense as incurred.

CITY OF PORT ORANGE, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2015

(1) **Summary of Significant Accounting Policies:** (Continued)

Major outlays for capital assets and improvements are capitalized as projects are constructed. Proprietary fund capital assets that are constructed include construction period interest that is capitalized net of interest earned on unexpended construction funds and, therefore, depreciated over the remaining useful life of the related asset. Proprietary fund interest incurred by the City during the current fiscal year was \$1,481,548. Of this amount, \$33,512 was included as part of the cost of capital assets under construction in connection with the City's water and sewer and stormwater utility construction projects.

Property, plant, and equipment are depreciated using the straight-line method over the following estimated useful lives:

<u>Assets</u>	<u>Years</u>
Buildings	20 – 50 years
Infrastructure	15 – 30 years
Improvements other than buildings	20 – 50 years
Machinery and equipment	5 – 35 years

The City has historically recorded all easements and rights of way that are determined to have limited useful lives at estimated fair market value on the date received. The City has elected to not retroactively report intangible assets that are determined to have indefinite useful lives. The City does not have any intangible assets previously subjected to amortization that have now been determined to have indefinite useful lives.

(m) **Compensated absences**—The City reports compensated absences in the applicable governmental or business-type activity columns in the governmental-wide financial statements. The portion of employee payroll costs paid subsequent to year-end attributable to services performed prior to year-end and accumulated unpaid vacation, sick-leave, and personal leave is recorded and recognized as a current liability. The remainder of the liability for compensated absences payable beyond the current period is recorded as a long-term liability. The City utilizes the General Fund to liquidate the liability for compensated absences from previous years.

It is the City's policy to grant employees vacation leave (annual leave) and sick leave based upon the number of years of employment with the City. Annual leave accrues at a maximum of 22 days per year with a cumulative maximum of 40 days that can be accrued in total as of the beginning of the fiscal year. Upon termination, without cause, all accrued annual leave is paid. Sick leave accrues at 12 days per year.

Employees can receive payment for unused sick time in from their fiscal year-end balance, less amount equivalent to 40 hours leave.

(n) **Long-term obligations**—In the government-wide financial statements, and proprietary fund types in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund type statement of net position. Original issue bond premiums and discounts are deferred and amortized over the life of the bonds using the effective interest method. Bonds payable are reported net of the applicable bond premium or discount. In the fund financial statements, governmental fund types recognize premiums and discounts, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuance are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

CITY OF PORT ORANGE, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2015

(1) **Summary of Significant Accounting Policies:** (Continued)

(o) **Fund equity**—In the fund financial statements, governmental funds report fund balance classifications that comprise a hierarchy based primarily on the extent to which the City is bound to honor constraints on the specific purposes for which amounts in those funds can be spent. Those classifications are as follows:

Nonspendable – The nonspendable fund balance classification includes amounts that cannot be spent because they are either (a) not in spendable form or (b) legally or contractually required to be maintained intact. The “not in spendable form” criterion includes items that are not expected to be converted to cash such as inventories and prepaid amounts. It also includes the long-term amount of loans and notes receivable, as well as property acquired for resale unless the use of the proceeds from the collection of those receivables or from the sale of those properties is restricted, committed, or assigned.

Restricted – Fund balance is reported as restricted when constraints placed on the use of resources are either externally imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulations of other governments or imposed by law through constitutional provisions or enabling legislation (i.e. when the government assesses, levies, charges, or otherwise mandates payment of resources (from external resource providers) and includes a legally enforceable requirement that those resources be used only for the specific purposes stipulated in the legislation.

Committed – Fund balance amounts that can only be used for specific purposes pursuant to constraints imposed by ordinance of the City Council are reported as committed fund balance. Those committed amounts cannot be used for any other purpose unless the City removes or changes the specified use by taking the same type of action it employed to previously commit those amounts.

Assigned – Fund balance amounts that are constrained by the government's intent to be used for specific purposes, but are neither restricted nor committed, are reported as assigned fund balance, except for stabilization arrangements. The City Council expressly delegates to the City Manager authority under this policy to assign funds for particular purposes. Such balances must be assigned (encumbered) through a contract or purchase order as provided under Chapter 2, Section 2-294 of the Port Orange Code of Ordinances and Generally Accepted Accounting Principles.

Unassigned – Unassigned fund balance is the residual classification for the general fund. This classification represents fund balance that has not been assigned to other funds and that has not been restricted, committed, or assigned to specific purposes within the general fund.

The City would typically use restricted fund balances first, followed by committed resources, and then assigned resources, as appropriate opportunities arise, but reserves the right to selectively spend unassigned resources first to defer the use of these other classified funds.

The desired net equity reserve maintained by specified funds shall be held at a particular level. This optimal level has been determined to be at least 15% of the respective operating budgets at the beginning of the fiscal year or a net equity reserve equal to at least 54 consecutive days. This net equity retention policy applies to the four main operating funds of the City, specifically the general, water and sewer, solid waste, and stormwater utility funds. The other funds of the City should retain cash and equity reserves equal to their current obligations or projected needs. For example, construction funds net equity reserves should be equal to projected cash requirements within the parameters of the Five Year Capital Improvement Program. If current anticipated revenue sources, including bond proceeds, do not meet anticipated cash needs within capital funds the net equity reserves must supplement the funding shortfall.

CITY OF PORT ORANGE, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2015

(1) Summary of Significant Accounting Policies: (Continued)

(p) **Deferred outflows/inflows of resources**—In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The City has two items, deferred loss on bond refunding in the proprietary funds and government-wide statement of net position, and deferred outflows related to pensions, which qualify for reporting in this category. A deferred charge on refunding results from the difference in the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or refunding debt. Deferred outflows related to pensions are discussed further in Note (16).

In addition to liabilities, the statement of financial position will sometimes report a separate section for *deferred inflows of resources*. This separate financial statement element represents an acquisition of net position that applies to a future period and will not be recognized as an inflow of resources (revenue) until that time. The City has two items, unavailable property tax revenues in the governmental fund balance sheets, and deferred inflows related to pensions in the proprietary funds and government-wide statement of net position, which qualify for reporting in this category. Unavailable property tax revenues are deferred and recognized as an inflow of resources in the period the amounts become available. Deferred inflows related to pensions are discussed further in Note (16).

(q) **Net position flow assumption**—Sometimes the City will fund outlays for a particular purpose from both restricted and unrestricted resources. In order to determine amounts reported as restricted and unrestricted net position, it is the City's policy to consider restricted net position to have been used before unrestricted net position is applied.

(r) **Use of estimates**—Management uses estimates and assumptions in preparing financial statements in accordance with generally accepted accounting principles. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenue and expenses. Actual results could vary from the estimates assumed in preparing the financial statements.

(s) **Implementation of new accounting standards**—At September 30, 2015 and for the year then ended, the City has implemented Governmental Accounting Standards Board (GASB) Statement No. 68, *Accounting and Financial Reporting for Pensions—An Amendment of GASB Statement No. 27*. See Note (16) for the effect of GASB 68 on pension disclosures and Note (17) for the related impacts on beginning equity amounts.

(2) Reconciliation of Government-Wide and Fund Financial Statement:

(a) **Explanation of certain differences between the governmental fund balance sheet and the government-wide statement of net position**—Following the governmental fund balance sheet is a reconciliation between fund balance – total governmental funds and net position – governmental activities as reported in the government-wide statement of net position. A detailed explanation of these differences is provided in this reconciliation.

(b) **Explanation of certain differences between the governmental fund statement of revenues, expenditures, and changes in fund balances and the government-wide statement of activities**—Following the governmental fund statement of revenues, expenditures, and changes in fund balances, there is a reconciliation between net changes in fund balances - total governmental funds and changes in net position of governmental activities as reported in the government-wide statement of activities. A detailed explanation of these differences is provided in this reconciliation.

CITY OF PORT ORANGE, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2015

(3) Property Tax Calendar:

Under Florida law, the assessment of all properties and the collection of all county, municipal and school district property taxes are consolidated in the offices of the County Property Appraiser and County Finance Director. The laws of the state regulating tax assessment are also designed to assure a consistent property valuation method statewide. State Statutes permit municipalities to levy property taxes at a rate of up to 10 mills. The operating and combined debt service millage rates (2014 levy) assessed by the City were 4.6000 and 0.4620 mills, respectively, for the year ended September 30, 2015.

The property tax calendar is as follows:

Valuation Date	January 1, 2014
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Property Appraiser prepares the assessment roll with values as of January 1, 2014, submits this preliminary roll for approval by the State and notifies each taxing authority of their respective valuations.	July 1, 2014
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City Council holds two required public hearings and adopts a budget and ad valorem tax millage rate for the coming fiscal year.	September 2014
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Property Appraiser certifies the assessment roll and all real and tangible personal property taxes are due and payable (Levy date).	November 1, 2014
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A Notice of Taxes is mailed to each property owner on the assessment roll. Taxes may be paid November 2014 through March 2015, with the following applicable discounts:	November 1, 2014
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<u>Month Paid</u>	<u>Discount Percent</u>	
November	4 %	November 1, 2014
December	3	through
January	2	March 31, 2015
February	1	
March	0	

All unpaid taxes on real and tangible personal property become delinquent.	April 1, 2015
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A list of unpaid tangible personal property taxes and a list of unpaid real property taxes are advertised.	April and May 2015
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Tax certificates are sold on all real estate parcels with unpaid real property taxes (Lien date).	June 1, 2015
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A court order is obtained authorizing the seizure and sale of personal property if the taxpayer fails to pay the delinquent personal property taxes.	June 1, 2015
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At September 30, 2015, the City has recorded property taxes receivable of \$33,543.

CITY OF PORT ORANGE, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2015

(4) Cash Deposits and Investments:

(a) City of Port Orange, Florida:

The City's investment policies are governed by Chapter 280 and 218, Florida Statutes, City Code of Ordinances, and the adopted investment policy. For all investments authorized by statute or policy, the City applies the "Prudent Person" standard when developing investment strategies. The basic allowable investment instruments are as follows:

The Florida PRIME – includes the Florida PRIME and shall be rated "AAAm" by Standard & Poor's or the equivalent by another NRSRO.

United States Government Securities – includes direct negotiable obligations, or obligations the principal and interest of which are unconditionally guaranteed by the United States Government.

United States Government Agencies (full faith and credit of the United States Government) – includes bonds, debentures or notes issued or guaranteed by the United States Government agencies, provided such obligations are back by the full faith and credit of the United States Government.

Federal Instrumentalities (United States Government Sponsored Enterprises ("GSE") which are non-full faith and credit) – includes bonds, debentures or notes issued or guaranteed by the United States Government Sponsored Enterprises which are non-full faith and credit.

Non-Negotiable Interest Bearing Time Certificates of Deposit – includes non-negotiable interest bearing time certificates of deposit or savings accounts in banks organized under the laws of Florida and/or in national banks organized under the laws of the United States and doing business and situated in Florida, provided that any such deposits are secured by the Florida Security for Public Deposits Act, Section 280, Florida Statutes.

Repurchase Agreements – includes repurchase agreements composed of only those investments based on the requirements set by the City's Master Repurchase Agreement.

Commercial Paper – includes commercial paper of any United States company that is rated, at the time of purchase, "Prime-1" by Moody's and "A-1" by Standard & Poor's (prime commercial paper).

Corporate Notes – includes corporate notes issued by corporations organized and operating within the United States or by depository institutions licensed by the United States that have a long term debt rating, at the time of purchase, at a minimum "Aa" by Moody's and a minimum long term debt rating of "AA" by Standard & Poor's.

Bankers' Acceptances – includes bankers' acceptances which are issued by a domestic bank or a federally chartered domestic office of a foreign bank, which is eligible for purchase by the Federal Reserve System, at the time of purchase, the short-term paper is rated, at a minimum, "P-1" by Moody's or "A-1" by Standard & Poor's.

State and/or Local Government Taxable and/or Tax-Exempt Debt – includes state and/or local government taxable and/or tax-exempt debt, general obligation and/or revenue bonds, rated at least "Aa" by Moody's and "AA" by Standard & Poor's for long-term debt, or rate at least "MIG-2" by Moody's and "SP-2" by Standard & Poor's for short-term debt.

Registered Investment Companies (Money Market Mutual Funds) – includes shares in open-end and no-load fixed-income securities mutual funds provided such funds are registered under the Federal Investment Company Act of 1940 and invest in securities permitted by this policy.

CITY OF PORT ORANGE, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2015

(4) Cash Deposits and Investments: (Continued)

Intergovernmental Investment Pool – includes intergovernmental investment pools that are authorized pursuant to the Florida Interlocal Corporation Act, as provided in Section 163.01, Florida Statutes, and provided that said funds contain no derivatives.

Deposits include cash on hand and amounts held in the City's demand accounts. At September 30, 2015, the carrying amount of the City's deposits was \$41,646,166 and the bank balance was \$42,951,497. Each demand account is insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000. Any balance in excess of FDIC insurance is covered by collateral held by the City's custodial bank, which is pledged to a state trust fund that provides security in accordance with Florida Security for Public Deposits Act, Chapter 280, Florida Statutes.

The Florida Security for Public Deposits Act (the Act) established guidelines for qualification and participation by banks and savings associations, procedures for the administration of the collateral requirements and characteristics of eligible collateral. Under the Act, the qualified public depository must pledge at least 50 percent of the average daily balance for each month of all public deposits in excess of any applicable deposit insurance. Additional collateral, up to a maximum of 125 percent, may be required, if deemed necessary under the conditions set forth in the Act.

Obligations pledged to secure deposits must be delivered to the State Treasurer or, with the approval of the State Treasurer, to a bank, savings association, or trust company provided a power of attorney is delivered to the Treasurer. Under the Act, the pool may assess participating financial institutions on a pro rata basis to fund any shortfall in the event of the failure of a member institution.

The City has funds invested in a money market mutual fund. The fund's portfolio is structured within the confines of Rule 2a-7 under the Investment Company Act of 1940, as amended. SEC Rule 2a-7 is the rule that permits money market funds to use amortized cost to maintain a constant NAV (net asset value) of \$1.00 per share, provided that such funds meet certain criteria. Therefore, the fair value of the City's position in the fund is the same as the value of the fund's shares. The fund invests primarily in short-term, high-quality, fixed-income securities issued by banks, corporations and the U.S. government, rated in the highest short-term category or of comparable quality. As of September 30, 2015, the totaled invested in the fund was \$11,119,690.

As of September 30, 2015, the City's governmental and business-type investment portfolio was composed of the following investments:

Investment Type	Credit Quality Rating (S&P)	Fair Value	Weighted Average Investment Maturities (in Years)	
			Less Than 1	1 – 5
Cash	NR	\$ 41,339,507	\$ 41,339,507	\$ -
Money Market – PFM Funds	NR	11,119,690	11,119,690	-
Commercial Paper	A-1	1,700,000	1,700,000	-
Municipal Bonds	AA	815,000	775,000	40,000
Corporate Bonds	AAA to AA-	4,265,000	800,000	3,465,000
US Government Treasury Notes	AA+	18,760,000	1,715,000	17,045,000
Federal Instrumentalities	AA+	4,230,000	1,140,000	3,090,000
Other	NR	510,052	510,052	-
Total Portfolio		<u>\$ 82,739,249</u>	<u>\$ 59,099,249</u>	<u>\$23,640,000</u>

CITY OF PORT ORANGE, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2015

(4) Cash Deposits and Investments: (Continued)

Interest Rate Risk: The City's investment policy limits interest rate risk by attempting to match investment maturities with known cash needs and anticipated cash flow requirements. The investment of current operating funds will have maturities of no longer than twenty-four (24) months. Investments of bond reserves, construction funds, and other non-operating funds ("core funds") shall have a term appropriate to the need for funds and in accordance with debt covenants, but should not exceed ten years. From time to time the above parameters may require modification in order to meet specific construction draw schedules or other predetermined operating, capital needs or to satisfy debt obligations but in no event shall exceed thirty (30) years.

Credit Risk: Credit risk is the risk that a debt issuer or other counter-party to an investment will not fulfill its obligations. The City's investment policy utilizes portfolio diversification in order to limit investments to the highest rated securities as rated by nationally recognized rating agencies. The ratings of the investments held at year end are shown above. All are rated within the investment policy guidelines at September 30, 2015.

Concentration of Credit Risk: The City's investment policy has established asset allocation and issuer limits on its investments which are designed to reduce concentration of credit risk of the City's investment portfolio. A maximum of 25% of available funds may be invested in the Florida PRIME, 100% of available funds may be invested in the United States Government Securities, 75% of available funds may be invested in United States Government agencies with a 50% limit on individual issuers, 80% of available funds may be invested in Federal Instrumentalities with a 40% limit on individual issuers, 25% of available funds may be invested in non-negotiable interest bearing time certificates of deposit with a 15% limit on individual issuers, 50% of available funds may be invested in repurchase agreements excluding one (1) business day agreements and overnight sweep agreements with a 25% limit on individual issuers, 30% of available funds may be directly invested in prime commercial paper with a 10% limit on individual issuers, 15% of available funds may be directly invested in corporate notes with a 5% limit on individual issuers, 30% of available funds may be directly invested in Bankers' acceptances with a 10% limit on individual issuers, 20% of available funds may be invested in taxable and tax-exempt debts, 50% of available funds may be invested in mutual funds excluding one (1) business day overnight sweep agreements with a 25% limit on individual issuers, 25% of available funds may be invested in intergovernmental investment pools.

Custodial Credit Risk—Deposits: In the case of deposits, this is the risk that in the event of a bank failure, the City's deposits may not be returned to it. Pursuant to the applicable provisions of Chapter 280, Florida Statutes, *The Florida Security for Public Deposits Act*, the State of Florida, Department of Financial Services, Division of Treasury, Bureau of Collateral Management have established specific requirements relative to the security and collateralization for public deposits. Accordingly, banks qualifying as a public depository in the State of Florida must adopt the necessary procedures outlined in these statutes and meet all of the requirements of this chapter to be designated by the State Chief Financial Officer (CFO) as eligible to receive deposits from municipal depositors. Collateral having a market value equal to 50% of the average daily balance for each month of all public deposits in excess of any applicable depository insurance is required to be pledged or deposited with the State CFO to secure such deposits. Additional collateral, up to a maximum of 125% may be required if deemed necessary under the conditions set forth in the Act. Securities eligible to be pledged as collateral are generally limited to obligations of the United States government and any state thereof and are held in the name of the State CFO's office. Compliance with the provisions of Chapter 280, Florida Statutes, is monitored by a Qualified Public Depository Oversight Board with members appointed by the State CFO.

CITY OF PORT ORANGE, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2015

(4) Cash Deposits and Investments: (Continued)

Custodial Credit Risk—Investments: In the case of investments, this is the risk that, in the event of the failure of the counterparty, the City will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. As of September 30, 2015, the City's investments in U.S. Treasury obligations and federal instrumentalities/agency obligations are backed by the full faith and credit of the United States, or explicitly guaranteed by the United States. The City's investment in corporate debt obligations are held in the form of corporate bonds through a financial brokerage firm. The corporate debt obligations are uninsured, unregistered and held by the City's brokerage firm which is also the counterparty for these particular securities.

Foreign Currency Risk: Foreign currency risk is the risk that changes in exchange rates will adversely affect the fair value of an investment. The investment policy does not permit general obligations issued by a foreign government and is, therefore, not exposed to foreign currency risk.

(b) Pensions Plans:

The City's Pension Plans are authorized to invest in the following investments:

Investment products and funds provided through insurance companies, including, but not limited to, annuity and life insurance contracts of life insurance companies in amounts sufficient to provide, in whole or in part, the benefits to which all of the members in the fund shall be entitled under the provisions of this system and pay the initial and subsequent premium thereon.

Time or savings accounts of a national bank, a state bank or a savings/building and loan association insured by the Federal Deposit Insurance Corporation.

Obligations of the United States or obligations guaranteed as to principal and interest by the government of the United States.

Open-end non-commission bank or insurance company real estate funds with ability to liquidate every three (3) months.

Foreign securities.

Bonds, stocks, commingled or mutual funds.

State Board of Administration and the investment vehicles it utilizes.

Any other investment which the pension board deems to be prudent.

CITY OF PORT ORANGE, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2015

(4) Cash Deposits and Investments: (Continued)

The following chart shows the General Employees' Pension fund cash and investment accounts by investment portfolios and their respective maturities (in years):

	<u>Fair Value</u>	<u>Weighted Average Maturity (years)</u>	<u>Credit Rating Range (S&P)</u>
Money Market Funds	\$ 919,870	N/A	NR
U.S. Treasury Obligations	933,995	14.6	AAA
U.S. Agency Obligations	1,137,617	2.9	AAA
Corporate & Municipal Bonds	3,543,245	7.2	A+ to A-
Common Stock	13,638,840	N/A	NR
Mutual Funds	4,870,598	N/A	NR
Real Estate Pooled Separate Account	3,694,054	N/A	NR
Total Portfolio	<u>\$ 28,738,219</u>		

The following chart shows the Fire Pension fund cash and investment accounts by investment portfolios and their respective maturities (in years):

	<u>Fair Value</u>	<u>Weighted Average Maturity (years)</u>	<u>Credit Rating Range (Moody's)</u>
Money Market Funds	\$ 1,044,928	N/A	NR
U.S. General & Agency Obligations	4,306,647	4.48	AAA to A
Corporate Bonds	4,119,696	10.38	AAA to BBB-
Common Stock	5,950,832	N/A	NR
Mutual Funds	6,498,328	N/A	NR
Real Estate Partnership	1,124,121	N/A	NR
Total Portfolio	<u>\$ 23,044,552</u>		

The following chart shows the Police Pension fund cash and investment accounts by investment portfolios and their respective maturities (in years):

	<u>Fair Value</u>	<u>Weighted Average Maturity (years)</u>	<u>Credit Rating Range (S&P)</u>
Money Market Funds	\$ 31,709	N/A	NR
U.S. Treasury Obligations	4,361,574	3.2	AAA
Corporate & Municipal Debt	2,953,713	3.4	BAA1 to AA3
Common Stock	14,096,648	N/A	NR
Mutual Funds	1,553,545	N/A	NR
Partnerships	2,668,971	N/A	NR
Real Estate Partnership	1,983,716	N/A	NR
Total Portfolio	<u>\$ 27,649,876</u>		

CITY OF PORT ORANGE, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2015

(4) Cash Deposits and Investments: (Continued)

Interest Rate Risk: Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of investments. Generally, the longer the time to maturity, the greater the exposure to interest rate risk. The established performance objectives of the Pension Plans require investment maturities to provide sufficient liquidity to pay obligations as they become due. At September 30, 2015, the weighted average maturity in years for each investment type is included in the preceding table.

Credit Risk: Credit risk is the risk that a debt issuer or other counter-party to an investment will not fulfill its obligations. The Pension Plans utilize portfolio diversification in order to limit investments to the highest rated securities as rated by nationally recognized rating agencies. The ratings of the investments held at year end are shown above. All are rated within the investment policy guidelines at September 30, 2015.

Concentration of Credit Risk: Concentration of credit risk is the risk of loss attributed to the magnitude of an investment in a single issuer. The Fire Pension trust funds policy does not allow more than five (5) percent of its assets in the common stock, capital stock, or convertible securities of any one issuing company, nor shall the aggregate investment in any one issuing company, exceed five (5) percent of the outstanding stock of that company, nor shall the aggregate of its investments at market in common stock, capital stock and convertible securities exceed seventy (70) percent of the fund's total assets. The Police Pension trust funds policy does not allow more than five (5) percent of its assets in the common stock, capital stock, or convertible securities of any one issuing company, nor shall the aggregate investment in any one issuing company, exceed twelve and one-half (12.5) percent of the outstanding stock of that company. The General Employee Pension trust funds policy does not allow more than five (5) percent of its assets in the common stock, capital stock, or convertible securities of any one issuing company, nor shall the aggregate investment in any one issuing company, exceed fifteen (15) percent of the outstanding stock of that company, nor shall the aggregate of its investments at market in common stock, capital stock and convertible securities exceed seventy-five (75) percent of the fund's total assets. At September 30, 2015, the investment portfolios met the single issuer limitations.

Custodial Credit Risk: Custodial credit risk is the risk that the City may not recover cash and investments held by another party in the event of financial failure. Custodial credit risk is limited since investments are held in independent custodial safekeeping accounts or mutual funds.

Foreign Currency Risk: Foreign currency risk is the risk that changes in exchange rates will adversely affect the fair value of an investment. The Pension trust funds policies allow for up to twenty-five (25) percent of its investments in common stock, capital stock and convertible securities at market value in foreign securities. At September 30, 2015, the investment portfolios met the foreign securities limitations.

A reconciliation of cash and investments as shown in the accompanying financial statements follows:

Fair Value/Carrying Value	
Governmental and Business-type Investment Portfolio	\$ 82,739,249
Pension Investment Portfolio	79,432,647
Total	<u>\$162,171,896</u>
Government-Wide Statement of Net Position:	
Equity in pooled cash	\$ 58,269,857
Restricted equity in pooled cash	22,979,589
Restricted investments	1,489,803
Statement of Fiduciary Net Position:	
Cash and cash equivalents with trustee	1,996,507
Investments	77,436,140
Total	<u>\$162,171,896</u>

CITY OF PORT ORANGE, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2015

(5) Accounts Receivable:

The City's receivables consisted of the following at September 30, 2015:

	<u>Gross Receivable</u>	<u>Allowance for Doubtful Accounts</u>	<u>Net Receivable</u>
Governmental Activities:			
General Fund			
Delinquent taxes receivable	\$ 30,309	\$ -	\$ 30,309
Accounts receivable	2,406,703	(1,154,338)	1,252,365
Nonmajor Governmental Funds			
Delinquent taxes receivable	3,234	-	3,234
Accounts receivable	13,732	-	13,732
	<u>2,453,978</u>	<u>(1,154,338)</u>	<u>1,299,640</u>
Internal Service:			
Internal Service Funds			
Accounts receivable	37,582	-	37,582
Total – Governmental Activities	<u>2,491,560</u>	<u>(1,154,338)</u>	<u>1,337,222</u>
Business-Type Activities			
Water and Sewer Fund			
Accounts receivable	3,328,550	(399,075)	2,929,475
Solid Waste Fund			
Accounts receivable	942,784	(103,032)	839,752
Stormwater Utility Fund			
Accounts receivable	22,845	(2,143)	20,702
Golf Course Fund			
Accounts receivable	161,607	-	161,607
Totals – Business-Type Activities	<u>4,455,786</u>	<u>(504,250)</u>	<u>3,951,536</u>
Totals	<u>\$ 6,947,346</u>	<u>\$ (1,658,588)</u>	<u>\$ 5,288,758</u>

(6) Interfund Loans, Advances, Fees, and Transfers:

At September 30, 2015, individual fund advances to and from other funds for the primary government were comprised of the following:

	<u>Advance To</u>	<u>Advance From</u>
Governmental Activities:		
Loan Pool Fund:		
Golf Course Fund	\$ 1,729,491	\$ -
Business-Type Activities:		
Water and Sewer Fund:		
Golf Course Fund	1,559,061	-
Golf Course Fund:		
Loan Pool Fund	-	1,729,491
Water and Sewer Fund	-	1,559,061
Totals – All Funds	<u>\$ 3,288,552</u>	<u>\$ 3,288,552</u>

CITY OF PORT ORANGE, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2015

(6) Interfund Loans, Advances, Fees, and Transfers: (Continued)

The outstanding balances between funds result mainly from the time lag between the dates reimbursable expenditures occur, when transactions are recorded in the accounting system, and when payments between funds are made. Individual fund interfund receivables and payables for the primary government at September 30, 2015, were comprised of the following:

	<u>Due From Other Funds</u>	<u>Due to Other Funds</u>
Governmental Activities:		
General Fund:		
Transportation Capital Projects Fund	\$ 200,100	\$ -
Town Center CRA Fund	338,500	-
Town Center CRA Fund:		
General Fund	-	338,500
Loan Pool Internal Service Fund	-	1,198,361
Transportation Capital Projects Fund:		
General Fund	-	200,100
Capital Replacement Capital Projects Fund	-	423,986
Transportation Impact Capital Projects Fund	-	450,000
Loan Pool Internal Service Fund	-	421,090
Capital Replacement Capital Projects Fund:		
Transportation Capital Projects Fund	423,986	-
Community Dev. Block Grant Special Revenue Fund:		
Loan Pool Internal Service Fund	-	207,238
Transportation Impact Fee Fund:		
Transportation Capital Projects Fund	450,000	-
Recreation Impact Capital Projects Fund:		
Loan Pool Internal Service Fund	-	771,484
	<u>1,412,586</u>	<u>4,010,759</u>
Business-Type Activities:		
Stormwater Utility Fund:		
Loan Pool Internal Service Fund	-	40,653
	<u>-</u>	<u>40,653</u>
Internal Service:		
Loan Pool		
Recreation Impact Projects Fund	771,484	-
Town Center CRA Fund	1,198,361	-
Community Dev. Block Grant Special Revenue Fund	207,238	-
Transportation Capital Projects Fund	421,090	-
Stormwater Utility Fund	40,653	-
	<u>2,638,826</u>	<u>-</u>
Total – All Funds	<u><u>\$ 4,051,412</u></u>	<u><u>\$ 4,051,412</u></u>

CITY OF PORT ORANGE, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2015

(6) Interfund Loans, Advances, Fees, and Transfers: (Continued)

For the year ended September 30, 2015, individual fund transfers to and from other funds for the primary government were comprised of the following:

	<u>Transfer From</u>	<u>Transfer To</u>
Governmental Activities		
General Fund:		
Debt Service Fund	\$ -	\$ 1,125
Capital Replacement Fund	-	596,000
Building Special Revenue Fund	-	2,613
Water and Sewer Fund	1,260,543	9,579
Solid Waste Fund	193,875	888
Stormwater Utility Fund	255,490	847,500
Data Processing Fund	-	1,911
Self-Insurance Fund	-	4,104
Eastport Business Center CRA Fund:		
Debt Service Fund	-	180,596
Town Center CRA Fund:		
Debt Service Fund	-	350,592
Nonmajor Governmental Funds:		
Debt Service Fund:		
General Fund	1,125	-
Eastport Business Center CRA Fund	180,596	-
Town Center CRA Fund	350,592	-
Stormwater Utility Fund	83,501	-
Internal Service Funds	626,257	-
Capital Replacement Fund:		
General Fund	596,000	-
Building Special Revenue Fund:		
General Fund	2,613	-
	<u>3,550,592</u>	<u>1,994,908</u>
Business-type Activities		
Water and Sewer Fund:		
General Fund	9,579	1,260,543
Solid Waste Fund:		
General Fund	888	193,875
Stormwater Utility Fund:		
General Fund	847,500	255,490
Debt Service Fund	-	83,501
	<u>857,967</u>	<u>1,793,409</u>
Internal Service Funds:		
General Fund	6,015	-
Debt Service Fund	-	626,257
	<u>6,015</u>	<u>626,257</u>
Totals – All Funds	<u>\$ 4,414,574</u>	<u>\$ 4,414,574</u>

CITY OF PORT ORANGE, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2015

(6) Interfund Loans, Advances, Fees, and Transfers: (Continued)

Transfers are used to (1) move revenues from the fund with collection authorization to the debt service fund as debt service principal and interest payments become due, (2) move restricted amounts from borrowings to the debt service funds to establish and maintain mandatory reserve and sinking fund accounts, (3) move revenues from proprietary fund operations to the general fund for payments in lieu of taxes, and (4) move unrestricted revenues to finance various programs that the City must account for in other funds in accordance with budgetary authorizations, including amounts provided as matching funds for various grant programs.

(7) Capital Assets:

Capital asset activity for the fiscal year ended September 30, 2015 is as follows:

	Beginning Balance	Increases	Decreases	Ending Balance
Governmental activities:				
Capital assets, not being depreciated –				
Land	\$ 17,513,563	\$ 1,387,334	\$ (100)	\$ 18,900,797
Easements	2,783,225	1,419,821	-	4,203,046
Construction in progress	851,751	1,167,940	(270,675)	1,749,016
Total capital assets, not being depreciated	21,148,539	3,975,095	(270,775)	24,852,859
Capital assets, being depreciated –				
Buildings and improvements	67,660,941	1,865,527	-	69,526,468
Infrastructure	76,717,733	65,176	-	76,782,909
Equipment	27,223,201	2,143,327	(971,827)	28,394,701
Total capital assets, being depreciated	171,601,875	4,074,030	(971,827)	174,704,078
Less accumulated depreciation for–				
Buildings, improvements, infrastructure	(37,973,887)	(5,781,864)	-	(43,755,751)
Equipment	(20,608,434)	(1,775,924)	966,798	(21,417,560)
Total accumulated depreciation	(58,582,321)	(7,557,788)	966,798	(65,173,311)
Total capital assets, being depreciated, net	113,019,554	(3,483,758)	(5,029)	109,530,767
Governmental activities capital assets, net	<u>\$ 134,168,093</u>	<u>\$ 491,337</u>	<u>\$ (275,804)</u>	<u>\$ 134,383,626</u>
Business-type activities:				
Capital assets, not being depreciated –				
Land	\$ 28,781,344	\$ -	\$ -	\$ 28,781,344
Construction in progress	1,775,463	1,647,925	(1,775,463)	1,647,925
Total capital assets, not being depreciated	30,556,807	1,647,925	(1,775,463)	30,429,269
Capital assets, being depreciated –				
Buildings and improvements	278,190,644	3,771,142	(10,692)	281,951,094
Infrastructure	31,232,456	322,172	(35,968)	32,659,787
Equipment	3,053,944	1,427,331	-	3,340,148
Total capital assets, being depreciated	312,477,044	5,520,645	(46,660)	317,951,029
Less accumulated depreciation for –				
Buildings and improvements	(100,342,131)	(5,472,738)	-	(105,814,869)
Equipment	(2,564,823)	(218,671)	46,660	(2,736,834)
Infrastructure	-	(1,165,561)	-	(1,165,561)
Total accumulated depreciation	(102,906,954)	(6,856,970)	46,660	(109,717,264)
Total capital assets, being depreciated, net	209,570,090	(1,336,325)	-	208,233,765
Business-type activities capital assets, net	<u>\$ 240,126,897</u>	<u>\$ 311,600</u>	<u>\$ (1,775,463)</u>	<u>\$ 238,663,034</u>

CITY OF PORT ORANGE, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2015

(7) **Capital Assets:** (Continued)

Depreciation expense was charged to functions/programs as follows:

Governmental activities:	
General governmental	\$ 1,886,407
Public safety	1,022,812
Transportation	3,329,437
Culture and recreation	1,319,132
Total depreciation expense - governmental activities	<u>\$ 7,557,788</u>
Business-type activities:	
Water and sewer	\$ 5,526,760
Solid Waste	957
Stormwater Utility	1,188,666
Golf Course	140,587
Total depreciation expense - business-type activities	<u>\$ 6,856,970</u>

(8) **Commitments:**

The City had active construction projects as of September 30, 2015. The projects included construction of utility improvements, road and right-of-way improvements, recreational facilities, and drainage improvements. At September 30, 2015, the City's commitments with contractors were as follows:

Project	Total Adjusted Contract Amounts	Remaining Commitment
Water and Sewer Utility Improvements	\$ 4,705,646	\$ 2,653,419
Transportation Infrastructure Improvements	1,813,193	1,199,465
Facility Improvements	48,480	38,284
Recreational Improvements	1,576,163	931,752
Stormwater Improvements	2,324,910	959,411
	<u>\$ 10,468,392</u>	<u>\$ 5,782,331</u>

The commitment for water and sewer utility improvements is being funded from water and sewer equity, State Revolving Loan proceeds, and water and sewer revenues and impact fees. Construction of transportation infrastructure improvements is being funded from gas tax revenues, transportation impact fee funds, grant proceeds, and fair share funds. The facility improvements are funded from recreation facilities funds and bond proceeds. Recreational improvements are funded from capital project funds, bond proceeds, tax increment funds, and impact fee funds. The commitment for stormwater improvements is being funded from grant proceeds and drainage revenues.

CITY OF PORT ORANGE, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2015

(9) Operating Leases:

The City has entered into leases with various tenants for the rental of real property and buildings contiguous to City Hall which houses the Palmer Chiropractic campus, land and buildings which house the Port Orange branch of the Volusia/Flagler Young Men's Christian Association, Inc., a funeral home on City property, and certain real property used for outdoor activities. At September 30, 2015, future minimum lease payments to be received under these operating leases are as follows:

<u>Year Ending September 30,</u>	<u>Total</u>
2016	\$ 825,869
2017	619,274
2018	525,629
2019	533,462
2020	533,462
2021	388,230
Total	<u>\$3,425,926</u>

(10) Long-Term Debt:

Long-term liability activity for the year ended September 30, 2015, was as follows:

	<u>Beginning Balance</u>	<u>Additions</u>	<u>Deletions</u>	<u>Ending Balance</u>	<u>Due Within One Year</u>
Governmental activities:					
Bonds payable:					
General obligation bonds and notes	\$ 14,440,000	\$ -	\$ (385,000)	\$ 14,055,000	\$ 400,000
Revenue bonds and notes	23,545,000	-	(385,000)	23,160,000	805,000
Less deferred amount:					
Original issue premium	1,244,685	-	(29,419)	1,215,266	-
Original issue (discount)	(105,991)	-	8,343	(97,648)	-
Total bonds and notes payable	39,123,694	-	(791,076)	38,332,618	1,205,000
Compensated absences	2,568,239	1,560,711	(1,587,964)	2,540,986	254,100
Governmental activities – Total long-term liabilities	<u>\$ 41,691,933</u>	<u>\$ 1,560,711</u>	<u>\$ (2,379,040)</u>	<u>\$40,873,604</u>	<u>\$ 1,459,100</u>
Business-type activities:					
Bonds payable:					
Revenue bonds and notes	\$ 41,095,000	\$ -	\$ (4,995,000)	\$ 36,100,000	\$ 5,505,000
Loans from other governments	24,688,481	-	(1,715,964)	22,972,517	1,763,705
Less deferred amount:					
Original issue premium	12,122	-	(10,640)	1,482	-
Original issue (discount)	(59,147)	-	3,920	(55,227)	-
Total bonds and notes payable	65,736,456	-	(6,717,684)	59,018,772	7,268,705
Compensated absences	669,181	511,947	(498,569)	682,559	68,255
Business-type activities – Total long-term liabilities	<u>\$ 66,405,637</u>	<u>\$ 511,947</u>	<u>\$ (7,216,253)</u>	<u>\$ 59,701,331</u>	<u>\$ 7,336,960</u>

CITY OF PORT ORANGE, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2015

(10) **Long-Term Debt:** (Continued)

Bonds and notes payable in the City's governmental activities at September 30, 2015, were comprised of the following obligations:

Series 2006 Eastport Community Redevelopment Agency Tax Increment Note, was issued to fund the construction of infrastructure improvements in the Eastport Community Redevelopment Area, due in payments of principal plus interest at 3.922% semi-annually on April 1 and October 1 of each year until final maturity on October 1, 2024. Pledged by Eastport CRA tax increment revenues.	\$ 1,745,000
Series 2007 Town Center Community Redevelopment Agency Tax Increment Note, was issued to fund the construction of infrastructure improvements in the Eastport Community Redevelopment Area, due in payments of principal plus interest ranging from 4.00% to 4.625% semi-annually on April 1 and October 1 of each year until final maturity on April 1, 2036. Pledged by Town Center tax increment revenues.	5,230,000
Series 2014 Capital Improvement Refunding Revenue Bonds were issued in the amount of \$16,350,000 to refund the City's Capital Improvement Revenue Bonds, Series 2004, and to construct certain capital improvements in the Town Center area of the City. Bond is due in payments of principal plus interest ranging from 2.00% to 5.00% in semi-annual installments due on April 1 and October 1 through October 1, 2035. Secured by a lien upon and pledge of public service taxes imposed on certain purchases of electricity and metered or bottled gas, and communication service taxes originating within the corporate limits of the City.	16,185,000
Total revenue bonds	<u>23,160,000</u>
Series 2006 General Obligation Bonds were issued to pay the cost of acquiring, constructing and equipping fire and police facilities and other capital improvements in the amount of \$17,000,000; payments are due serially with interest rates ranging from 3.60% to 5.00%, payable in semi-annual installments due on April 1 and October 1 through April 1, 2036.	14,055,000
Total revenue and general obligation bonds	<u>37,215,000</u>
Plus: Net unamortized premiums/(discounts)	1,117,618
Total bonds and notes payable	<u><u>\$ 38,332,618</u></u>

Annual debt service requirements to maturity for the City's governmental activities bonds and notes payable are as follows:

Year Ending September 30,	General Obligation Bonds		Revenue Bonds		Total
	Principal	Interest	Principal	Interest	
2016	\$ 400,000	\$ 679,775	\$ 805,000	\$ 936,050	\$ 2,820,825
2017	420,000	659,775	820,000	914,389	2,814,164
2018	440,000	638,775	845,000	886,363	2,810,138
2019	460,000	616,775	885,000	851,701	2,813,476
2020	485,000	593,775	980,000	814,252	2,873,027
2021-2025	2,790,000	2,601,238	5,500,000	3,429,173	14,320,411
2026-2030	3,530,000	1,855,000	5,370,000	2,242,771	12,997,771
2031-2035	4,500,000	884,725	6,505,000	1,020,681	12,910,406
2036	1,030,000	46,350	1,450,000	103,013	2,629,363
Total	<u>\$ 14,055,000</u>	<u>\$ 8,576,188</u>	<u>\$ 23,160,000</u>	<u>\$ 11,198,393</u>	<u>\$ 56,989,581</u>

CITY OF PORT ORANGE, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2015

(10) **Long-Term Debt:** (Continued)

Bonds and notes payable in the City's business-type activities at September 30, 2015, were comprised of the following obligations:

Series 2003B Capital Improvement Note fully and partially advance-refunded (defeased) a certain revenue bond debt obligation. The Series 2003B Note bears interest at 3.646% and is payable on April 1 and October 1 with principal maturing in October 1 of each year. Funds pledged to service interest and principal of this issue is payable from non-ad valorem revenues of the City.	\$ 390,000
Series 2011 Water and Sewer Refunding Revenue Bonds were issued in the amount of \$6,150,000 in to provide for the partial and full advance refunding of certain existing water and sewer revenue bond obligations. Due serially with an interest rate of 1.32%, payable in semi-annual installments due on February 1 and August 1 through February 1, 2016. Pledged by water and sewer fund revenues.	1,275,000
Series 2009 Water and Sewer Refunding Revenue Bonds were issued in the amount of \$9,655,000 to provide for the advance refunding of a portion of the Series 1999 Bonds. Due serially with interest rates ranging from 2.00% to 4.00%, payable in semi-annual installments due on April 1 and October 1 through October 1, 2016. Pledged by water and sewer fund revenues.	1,365,000
Series 2012 Water and Sewer Refunding Revenue Bonds were issued in the amount of \$26,390,000 in July 2012 to provide for the advance refunding of the Series 2003 Bonds, which were refunded in full on October 1, 2012, and to finance the expansion of the City's water and sewer utility system. Due serially with interest rates ranging from 3.00% to 5.00%, payable in semi-annual installments due on April 1 and October 1 through October 1, 2021. Pledged by water and sewer fund revenues.	25,970,000
Series 2005 Stormwater Utility Revenue Bonds were issued in the amount of \$7,470,000 to provide for the expansion of the City's stormwater drainage system and infrastructure. Due serially with interest rates ranging from 3.00% to 4.30%, payable in semi-annual installments due on April 1 and October 1 through October 1, 2035. Pledged by non-ad valorem stormwater drainage assessments.	4,965,000
Series 2008 Stormwater Utility Refunding Revenue Note was issued in the amount of \$4,610,000 at parity and consistent with other stormwater debt of the system, with proceeds used to partially refund the Stormwater Utility Revenue Bonds, Series 1998. The note bears interest at 3.69%, payable in semi-annual installments due on April 1 and October 1 through October 1, 2018, and is pledged by non-ad valorem stormwater drainage assessments.	2,135,000
Total revenue bonds and notes payable	<u><u>\$ 36,100,000</u></u>

CITY OF PORT ORANGE, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2015

(10) **Long-Term Debt:** (Continued)

The following is a summary of the City's State Revolving Fund (SRF) loans granted by the State to fund various water, sewer, and drainage projects:

Project Loan Number	Original Amounts	Interest Rate	Payment Dates	Final Maturity	Balance 9/30/15
Water and Sewer Fund:					
WWW72514S	\$ 7,230,813	1.425%	2/15; 8/15	2026	\$ 4,593,137
CS12072513P	13,727,360	1.525-1.635%	3/15; 9/15	2023	6,476,987
CS120725080	8,996,824	1.495-1.560%	2/15; 8/15	2021	2,568,451
CS120725090	4,272,000	1.535%	2/15; 8/15	2020	959,902
DW6413030	4,365,810	2.580%	3/15; 9/15	2027	3,032,712
Stormwater Utility Fund:					
SW725150	5,116,928	1.195%	1/15; 7/15	2027	4,754,682
SW120725100	1,556,976	1.515%	2/15; 8/15	2021	586,646
Total					<u><u>\$ 22,972,517</u></u>

Total business-type bonds, notes, and loans payable are as follows:

Revenue bonds and notes	\$ 36,100,000
SRF loans from other governments	22,972,517
Less: Net unamortized premiums (discounts)	(53,745)
	<u><u>\$ 59,018,772</u></u>

Annual debt service requirements to maturity for the City's business-type activities bonds, notes, and SRF loans payable are as follows:

Year Ending September 30,	Revenue Bonds & Notes		SRF Loans		Total
	Principal	Interest	Principal	Interest	
2016	\$ 5,505,000	\$ 744,339	\$ 1,763,705	\$ 624,528	\$ 8,637,572
2017	4,335,000	644,336	2,618,179	569,419	8,166,934
2018	4,505,000	562,128	2,693,111	494,485	8,254,724
2019	4,600,000	479,297	2,770,206	417,390	8,266,893
2020	3,990,000	402,367	2,703,848	338,071	7,434,286
2021-2025	8,200,000	1,259,611	8,675,718	782,319	18,917,647
2026-2030	1,275,000	1,042,439	1,747,750	45,550	4,110,738
2031-2035	3,005,000	503,889	-	-	3,508,889
2036	685,000	15,413	-	-	700,413
Total	<u><u>\$ 36,100,000</u></u>	<u><u>\$ 5,653,819</u></u>	<u><u>\$ 22,972,517</u></u>	<u><u>\$ 3,271,762</u></u>	<u><u>\$ 67,998,096</u></u>

CITY OF PORT ORANGE, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2015

(10) **Long-Term Debt:** (Continued)

Advance Refunding

Over time, the City has defeased certain revenue bond obligations by placing existing cash and/or proceeds of new bonds in irrevocable trusts sufficient to provide for all future debt service payments and redemption premiums, if any, on the refunded bonds. Accordingly, the trust account assets and the liabilities for the defeased bonds (prior to their complete redemption) are not included in the City's financial statements. As of September 30, 2015, the City had one defeased obligation outstanding. The principal balance due on the Capital Improvement Revenue Bonds, Series 1997 originally defeased on May 14, 2004 totaled \$1,455,000 at September 30, 2015.

Conduit Debt Obligation

Pursuant to the provisions of Ordinance No. 2010-31, the City authorized issuance of conduit debt in the total amount not to exceed \$28,300,000 for Palmer Chiropractic University Foundation, an Iowa not-for-profit corporation, doing business as Palmer College of Chiropractic Florida (the Borrower).

On December 1, 2010, the Borrower issued a \$27,750,000 Palmer Chiropractic Florida Project, Series 2010 Tax Exempt Revenue Note. The proceeds of the note were utilized for acquisition, construction and equipping of certain additional improvements to the Borrower's Florida campus and to provide for the early redemption and refunding of \$14,640,000 outstanding principal amount of the Issuer's Variable Rate Demand Revenue Bonds (Palmer College of Chiropractic Florida Project), Series 2002. The Series 2010 Note is secured with a mortgage, assignment of rents and security agreement signed by the borrower granting a first mortgage lien on the mortgaged campus property. Principal payments are due in quarterly installments including interest at the effective rate of 1.58% per annum through 2030. At September 30, 2015, the balance of this conduit debt outstanding is \$22,540,000.

Under the financing agreements, the City is not obligated to pay the Series 2010 Note except from the proceeds derived from the repayment of the loan to the Palmer College Foundation, or from the other security pledged thereof by Palmer College Foundation, and neither the faith and credit nor the taxing power of the City, the State or any political subdivision thereof is pledged to the payment of the principal or, premium, if any, or the interest on the obligation.

CITY OF PORT ORANGE, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2015

(11) Risk Management:

The City is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters, all of which is satisfactorily insured by limited risk, high deductible commercial general liability insurance. Commercial insurance policies are also obtained for other risks of loss, including employee health and accident insurance. Settled claims resulting from these risks have not exceeded commercial insurance coverage in any of the past three years.

The City's risk management program is achieved through the optimal combination of the purchase of commercial insurance, loss control and safety programs. The City transfers catastrophic risks of property and casualty losses through insurance policies with deductibles. The limits of these policies are \$100.0 million for property and \$2.0 million combined single limit for general and automobile liability. The City also established a limited risk management program for workers' compensation in 1999. Premiums are paid in the Self-Insurance Internal Service Fund by all other funds and are available to pay claims, claim reserves, and the administrative costs of the program. These interfund premiums are used to reduce the amount of claims expenditures reported in the various funds. As of September 30, 2015, such interfund premiums did not exceed reimbursable expenditures.

Liabilities of the fund are reported when it is probable that a loss has occurred and the amount of the loss can be reasonably estimated. Liabilities include an amount for claims that have been incurred but not reported (IBNR) based upon a valuation performed by an independent actuary. The result of the process to estimate claims liability is not an exact amount as it depends on many complex factors, such as inflation, changes in legal doctrines, and damage awards. Accordingly, claims are reevaluated periodically to consider the effects of inflation, recent claim settlement trends (including frequency and amount of pay-outs), and other social and economic factors. The estimate of the claims liability also includes amounts for incremental claim adjustment expenses related to specific claims and other claim adjustment expenses regardless of whether allocated to specific claims. Estimated recoveries from salvage or subrogation are another component of the claims liability estimate. Excess coverage insurance policies cover individual claims in excess of \$-0- for general liability, and \$25,000 for workers' compensation and property, respectively. Settlements have not exceeded coverage limits (e.g. there have been no significant insurance proceeds received) for each of the past three years.

Changes in the balances of general liability and workers' compensation claims liabilities during the past two years are as follows:

	<u>Year ended</u> <u>9/30/2015</u>	<u>Year ended</u> <u>9/30/2014</u>
Unpaid claims, beginning of fiscal year	\$ 348,000	\$ 303,401
Incurred (closed) claims (including IBNRs)	220,759	197,146
Claim payments	<u>(215,759)</u>	<u>(152,547)</u>
Unpaid claims, end of fiscal year	<u><u>\$ 353,000</u></u>	<u><u>\$ 348,000</u></u>

(12) Commitments and Contingencies:

The City is engaged in various liability claims incidental to the conduct of its general government operations at September 30, 2015. The outcomes of established claims are included in these financial statements. In the opinion of the City's legal counsel, no legal proceedings are pending or threatened against the City which are not covered by applicable insurance which would inhibit its ability to perform its operations or materially affect its financial condition.

CITY OF PORT ORANGE, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2015

(13) Jointly Owned Property:

County of Volusia, Florida. The City and County of Volusia, Florida, jointly purchased additional wellfield and water recharge property during 1995. This jointly owned land, which is approximately 3,709 acres, is contiguous to the City limits.

In September, 2006, the City and County of Volusia, Florida, subsequently purchased additional real property, which is approximately 17 acres of environmentally sensitive, water resource protection, and outdoor recreation lands. Interest in the property has been divided on the pro-rata basis of 75% ownership to the City and 25% ownership to the County.

No joint operating expenses were incurred during fiscal year 2015 on the above properties. These type expenses, if incurred, would have been allocated pro-rata to each joint venture party based on their respective ownership percentages.

(14) Deficit Fund Balances:

Major Fund. At September 30, 2015, the Town Center Community Redevelopment Agency Special Revenue Fund reported a fund balance deficit of (\$1,294,711). This cumulative deficit was the result of making excess capital expenditures that are expected to be recovered from subsequent periods' tax increment revenues.

Nonmajor Funds. At September 30, 2015, the Community Development Block Grant Fund reported a fund balance deficit of (\$2,145). This deficit was created by the timing of capital outlay expenditures and is expected to be repaid from future grant collections. At September 30, 2015, the Transportation Capital Projects Fund reported a fund balance deficit of (\$1,190,684). This continuing deficit was created through the transferring of funds to other governmental activities for projects that were expected to be financed with the proceeds of concurrency agreements with external parties. At September 30, 2015, the Recreation Impact Capital Projects Fund reported a fund balance deficit of (\$439,263). This continuing deficit has been financed through interfund borrowings and is expected to be repaid from future impact fee collections.

(15) Other Postemployment Benefits (OPEB):

Plan Description. City of Port Orange, Florida, Post-Retirement Benefits Plan (the Plan) is a single-employer healthcare plan administered by the City. Pursuant to Section 112.0801, Florida Statutes, the City is required to permit participation in the Plan to retirees and their eligible dependents at a cost to the retiree that is no greater than the cost at which coverage is available for active employees. Eligible individuals include all regular employees of the City who retire from active service under one of the pension plans sponsored by the City. Under certain conditions, eligible individuals also include spouses and dependent children. The Plan does not issue a publicly available financial report.

Funding Policy. The contribution requirements of plan members and the City are established by state statutes and may be amended by the state legislature. The required contribution is based on projected pay-as-you-go financing requirements and is subject to constant revision. The City has opted to not fund the net OPEB obligation or the resulting unfunded actuarial accrued liability on an annual basis. The City utilizes the General Fund to liquidate the liability for the OEPB obligation from previous years

Annual OPEB Cost and Net OPEB Obligation. The City's annual other postemployment benefit (OPEB) cost (expense) is calculated based on the annual required contribution of the employer (ARC), an actuarially-determined amount. The ARC represents a level of funding that, if paid on an ongoing basis, is projected to cover normal cost each year and amortize any unfunded actuarial liabilities (or funding excess) over a period not to exceed thirty years.

CITY OF PORT ORANGE, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2015

(15) Other Postemployment Benefits (OPEB): (Continued)

The following table shows the components of the City's annual OPEB for the year, the amount actually contributed to the plan, and approximate changes in the City's net OPEB obligation to the Plan based on the most recent actuarial valuation dated October 1, 2013:

	<u>9/30/2015</u>	<u>9/30/2014</u>	<u>9/30/2013</u>
Annual required contribution (ARC)	\$ 472,304	\$ 457,270	\$ 403,000
Interest on prior Net OPEB obligation.....	54,507	45,253	37,000
Prior Net OPEB obligation adjustment.....	(57,858)	(48,035)	(39,000)
Annual OPEB cost (expense).....	468,953	454,488	401,000
Estimated net contributions made	(261,199)	(223,133)	(189,677)
Increase in net OPEB obligation.....	207,754	231,355	211,323
Net OPEB obligation-beginning of year.....	1,362,678	1,131,323	920,000
Net OPEB obligation-end of year	<u>\$ 1,570,432</u>	<u>\$ 1,362,678</u>	<u>\$ 1,131,323</u>

The City's annual OPEB cost, the percentage of annual OPEB cost contributed to the plan, and the net OPEB obligation for 2015 and the two preceding years were as follows:

<u>Fiscal Year Ended</u>	<u>Annual OPEB Cost</u>	<u>Actual Contribution</u>	<u>Percent of Annual OPEB Cost Contributed</u>	<u>Net OPEB Obligation</u>
9/30/2013	\$401,000	\$189,677	47.3%	\$1,131,323
9/30/2014	\$454,488	\$223,133	49.1%	\$1,362,678
9/30/2015	\$468,953	\$261,199	55.7%	\$1,570,432

Funded Status and Funding Progress. As of October 1, 2013, the most recent actuarial valuation date, the plan was not funded. The projected actuarial accrued liability for benefits was approximately \$4,669,865, and the actuarial value of assets was \$-0-, resulting in an unfunded actuarial accrued liability (UAAL) of \$4,669,865. The covered payroll (annual payroll of active employees covered under the plan) was \$17,960,464, and the ratio of the UAAL to the covered payroll was 26.0%.

Actuarial valuations of an ongoing plan involve estimates of the value of reported amounts and assumptions about the probability of occurrence of events far into the future. Examples include assumptions about future employment, mortality, and the healthcare cost trend. Amounts determined regarding the funded status of the plan and the annual required contributions of the employer are subject to continual revision as actual results are compared with past expectations and new estimates are made about the future. The schedule of funding progress, presented as required supplementary information following the notes to the financial statements, presents multiyear trend information about whether the actuarial value of plan assets is increasing or decreasing over time relative to the actuarial accrued liabilities for benefits.

Actuarial Methods and Assumptions. Projections of benefits for financial reporting purposes are based on the substantive plan (the plan as understood by the employer and the plan members) and include the types of benefits provided at the time of each valuation and the historical pattern of sharing of benefit costs between the employer and plan members to that point. The actuarial methods and assumptions used include techniques that are designed to reduce the effects of short-term volatility in actuarial accrued liabilities and the actuarial value of assets, consistent with the long-term perspective of the calculations.

CITY OF PORT ORANGE, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2015

(15) Other Postemployment Benefits (OPEB): (Continued)

In the October 1, 2013 actuarial valuation, the Individual Entry Age Actuarial Cost Method was used. The actuarial assumptions included a 3.5% inflation rate, a 4.0% percent investment rate of return (net of administrative expenses), which is a blended rate of the expected long-term investment returns on plan assets and on the employer's own investments calculated based on the funded level of the plan at the valuation date, and an annual healthcare cost trend rate of 8% percent initially, reduced by 1% annual decreases to an ultimate rate of 5%. If, and when, funded, the actuarial value of assets will be determined using techniques that spread the effects of short-term volatility in the market value of investments over a five-year period. The UAAL is being amortized as a level percentage of projected payroll (closed amortization over 30 years). The mortality table has changed from the 2007 Current Liability Mortality Table to the 2013 Current Liability Mortality Table.

(16) Employee Retirement Systems and Pension Funds:

A. Defined Contribution Plans

1. The City Council has adopted the International City Management Association Retirement Corporation Deferred Compensation (ICMA-RC457) Plan. This plan is available to the mayor, City Council members, city manager, assistant city manager, city attorney, assistant city attorney, department heads, assistant department heads, division heads, and supervisors designated by the city manager and approved by the City Council, who waive participation in the City of Port Orange General Employees Defined Benefit Retirement Plan as amended and restated effective October 1, 2003, hereinafter the "Plan" and other existing city or state retirement plans to which the city makes contributions, and who enroll in the ICMA-RC457 Plan. The ICMA-RC457 Plan shall also be available to general employees who on or before September 30, 2003 waive participation in the City of Port Orange General Employees Defined Benefit Plan as amended and restated effective October 1, 2003, and other existing city or state retirement plans to which the city makes contributions, and who enroll in the ICMA-RC457 Plan. If the city is not making a contribution to another retirement plan on behalf of an individual, then contributions by the city to the ICMA-RC457 plan shall be the same percentage or amount as established for the City of Port Orange General Employees Defined Benefit Retirement Plan as amended and restated effective October 1, 2003, or such higher percentage or amount as authorized by the City Council, which is $\frac{1}{2}$ of employee contribution up to a maximum of 3%. Contributions by the city shall commence immediately upon the person waiving participation in the plan or other existing retirement plan, if any, and enrolling in the ICMA-RC457 Plan. All city employees shall be eligible to enroll in the ICMA-RC457 Plan for the purpose of making voluntary employee contributions to such plan. For the year ended September 30, 2015, actual employer and employee contributions to this plan totaled \$136,697 and \$541,929, respectively.
2. The City Council has adopted the International City Management Association Retirement Corporation (ICMA-RC) Money Purchase Plan and Trust for management employees. The plan is available to the management employees as follows: city manager, assistant city manager, city attorney, assistant city attorney, and department heads, who waive participation in the City of Port Orange General Employees Defined Benefit Retirement Plan as amended and restated effective October 1, 2003 and other existing city or state retirement plans to which the city makes contributions, and who enroll in the ICMA-RC Money Purchase Plan and Trust. Contributions by the city to the ICMA-RC Money Purchase Plan and Trust for management employees shall be the same percentage or amount as established for the City of Port Orange General Employees Defined Benefit Retirement Plan as amended and restated effective October 1, 2003 or such higher percentage or amount as authorized by the City Council which currently ranges from 10% to 12½%. Contributions by the city shall commence immediately upon the person waiving participation in the plan or other existing retirement plan and enroll in the ICMA-RC Money Purchase Plan and Trust for management employees. For the year ended September 30, 2015, actual employer and employee contributions to this plan totaled \$36,911 and \$47,718, respectively.

CITY OF PORT ORANGE, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2015

(16) Employee Retirement Systems and Pension Funds: (Continued)

3. The City Council has adopted the International City Management Association Retirement Corporation (ICMA-RC) Money Purchase Plan and Trust effective October 1, 2003, for contract employees. The plan is available to contract employees of the city, including the assistant department heads, division heads, and supervisors designated by the city manager and approved by the City Council, who waive participation in the City of Port Orange General Employees' Defined Benefit Retirement Plan as amended and restated effective October 1, 2003, and other city or state retirement plans to which the city makes contributions, and who enroll in the ICMA-RC Money Purchase Plan and Trust for contract employees. For purposes of this paragraph contract employees shall exclude the mayor, City Council members, city manager, assistant city manager, city attorney, assistant city attorney, and department heads. City contributions to the ICMARC Money Purchase Plan and Trust for contract employees shall be in such percentages or amounts as are specified in the adoption agreement for such plan, or as otherwise authorized by the City Council which is currently 10%. For the year ended September 30, 2015, actual employer contributions to this plan totaled \$38,128.
4. The City Council has adopted the International City Management Association Retirement Corporation (ICMA-RC) Money Purchase Plan and Trust effective October 1, 2003, for general employees as defined in this article. The plan is available to the general employees of the city who on or before September 30, 2003 waive participation in the City of Port Orange General Employees' Defined Benefit Retirement Plan as amended and restated effective October 1, 2003, and other city or state retirement plans to which the city makes contributions, and who enroll in the ICMA-RC Money Purchase Plan and Trust for general employees. The ICMA-RC Money Purchase Plan for general employees shall also be available to general employees who are not eligible to participate in the City of Port Orange General Employees' Defined Benefit Retirement Plan (effective October 1, 2010) as amended and restated effective October 1, 2003, or any other city or state retirement plans to which the city makes contributions. City contributions to the ICMARC Money Purchase Plan and Trust for general employees shall be in such percentages or amounts as are specified in the adoption agreement for such plan, or as otherwise authorized by the City Council (currently 10%). General employees who are eligible to participate in the City of Port Orange General Employees' Defined Benefit Retirement Plan as amended and restated effective October 1, 2003, and do not waive participation in such plan on or before September 30, 2003, shall not be entitled to waive participation at any time in the future. For the year ended September 30, 2015, actual employer contributions to this plan totaled \$272,687.

Members of the pension plan who have achieved ten years of service with the city shall have the option to continue city contributions on their behalf contributed to the General Employee Retirement System, or waive participation in the General Employee Retirement System and enroll in the ICMA-RC Deferred Compensation Plan and have city contributions made on their behalf contributed to the ICMA-RC Deferred Compensation Plan. Such decisions are irrevocable and employees may not switch back to the General Employee Retirement System if the employee elects to waive participation.

These defined contribution plans were established and authorized by the City however they are monitored and maintained by employees. Benefits are paid directly to employees from ICMA-RC with no contingent liability belonging to the City. As such these assets are not presented in these financial statements.

CITY OF PORT ORANGE, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2015

(16) **Employee Retirement Systems and Pension Funds:** (Continued)

B. Defined Benefit Plans

Plan Description and Administration

The City maintains three separate single-employer, defined benefit pension plans: The City of Port Orange Fire and Rescue Pension Fund (the Fire Plan) covers all of the City's fire and rescue personnel; the City of Port Orange Police Pension Fund (the Police Plan) covers all of the City's police officers; the City of Port Orange General Employees' Defined Benefit Pension Fund (the General Employees Plan) covers other general employees of the City. These plans contain the assets, liabilities and net position of each respective plan. Each plan is administered by an independent administrator as hired by each of the respective Pension Plan boards.

Stand-alone financial reports exist for the General Employees and Police Officers pension plans. All financial activity is reported within the accompanying financial statements. Investments are reported at fair value and are managed by third party money managers. The City's independent custodian and the individual money managers price each instrument (using various third party pricing sources) and reconcile material differences. Investments that do not have an established market are reported at estimated fair value. Performance reporting, manager fees, and the City's asset valuation are based on the custodian's determination of value.

The City also has a Deferred Retirement Option Program for eligible Police and Fire Plan participants. The DROP Plan allows members who have met the eligibility requirement for normal retirement to have their retirement benefits deposited monthly into a DROP account, earning interest, while simultaneously continuing to work (but not earning additional credit for retirement) for up to sixty months (5 years). Employees who enter the DROP Program have an option of either receiving their earned compensated absences when they enter the program in one lump sum, or to receive the lump sum at the end of their employment with the City. The purpose of this program is to provide a way for retirees to accumulate additional savings while continuing employment.

Costs incurred by each of the plans for administration of the plans, which includes legal and actuarial fees, trustee fees and investment advisory fees, are borne by the respective retirement plans and are included in the actuarial analysis of the required funding amounts.

Benefits Provided and Employees Covered

Each Plan provides retirement, disability, and death benefits to plan participants and beneficiaries. Cost of living adjustments are provided to retirees and beneficiaries in accordance with the respective plan provisions. Each of the Plans has contracted with an actuary to provide an actuarial valuation of each plan as of October 1 of each year. Current membership in the employee retirement plans was composed of the following at October 1, 2015:

	General Employees Plan	Police Plan	Fire Plan
Retirees and beneficiaries currently receiving benefits, including DROP participants	77	48	51
Vested terminated employees	24	5	3
Active participants	132	85	53
Total current membership	233	138	107

CITY OF PORT ORANGE, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2015

(16) Employee Retirement Systems and Pension Funds: (Continued)

General Employees Plan

The General Employees Plan originated as a defined contribution plan on April 1, 1979. However, on October 1, 2003, pursuant to Ordinance No. 2003-27, the defined contribution plan was terminated and converted into a defined benefit plan. On September 28, 2010, continued access to this plan by new employees was limited. Under the provisions of Ordinance No. 2010-29, the General Employee Plan was closed to new members effective September 30, 2010. General employees hired on or after October 1, 2010, may participate in the ICMA-RC Money Purchase Plan and Trust for general employees (401A Defined Contribution Plan). Members participating in a bargaining unit will continue to have access to the General Employee Plan unless this option is removed through future collective bargaining processes.

All general employees of the City hired prior to October 1, 2010 must participate in the General Employee Plan unless they are included in the following group of exceptions; 1) general employees that previously opted out of the plan prior to October 1, 2003; 2) police officers in the Police Plan; 3) fire and rescue personnel in the Fire Plan; 4) members of City Council; 5) temporary employees; or 6) contract employees who have opted for the defined contribution plans mentioned later in this note. New non-union (civil service) employees hired on or after October 1, 2010, are not eligible for participation in the plan.

Employees have a stepped vesting program that requires a minimum of 5 years of service to earn a 25% vested benefit. Vesting percentages are increased at a rate of 15% per year for each successive year and are not achieved in full (100%) until after ten years of credited service. Upon retirement, participants are entitled to a Normal Retirement Benefit equal to 2.00% (2.12% for years up to 9/30/09) of their average monthly compensation for each year of credited service at their normal retirement date. The normal form of benefit is Life Only. Upon retirement at Normal Retirement date or later, or Early Retirement with 25 years of service, participants will be eligible for a supplemental benefit equal to \$16 per year of service completed prior to September 30, 2009. Early Retirement benefits are available, but are reduced $\frac{1}{4}$ of 1% for each month by which their commencement of benefits precedes the normal retirement date. However, participants with 25 or 30 years of service at their early retirement are guaranteed a monthly benefit equal to at least 50% or 60%, respectively, of their final average compensation. The General Employees Plan has no provision for cost-of-living (COLA) adjustments.

Pursuant to Section 54-148, the General Employees Plan also contains a voluntary defined contribution component. Under this plan, employees may contribute up to 10% of their base salary. Accumulated contributions plus related earnings under this plan may be accessed by employees one time per fiscal year, or as needed under certain emergency situations. The total voluntary account balance at September 30, 2015, is \$1,475,817 and is contained in the assets as presented in the General Employees Plan.

Police Plan

For the Police Plan, all sworn full-time law enforcement officers are eligible to participate. Credited Service is computed in completed months from date of employment to actual retirement or termination date. Upon retirement, Police Plan participants are entitled to an annual pension benefit equal to 3.0% of their average final compensation (equivalent to the average of the three highest years of service for participants hired prior to January 31, 2011, and average of the five highest years of service for participants hired after January 31, 2011) for each year of credited service at their Normal Retirement Date. For members hired on or before January 31, 2011, the Normal Retirement Date is the first day of the month coincident with or next following the earlier of (i) age 48 and ten years of Credited Service, or (ii) age 45 and 25 years of Credited Service. For members hired after January 31, 2011, the Normal Retirement Date is the first day of the month coincident with or next following the date the member attains age 48 and ten years of Credited Service. Certain eligible participants are also eligible for supplemental benefits of up to \$600 per month based on years of service and age at retirement. Additional benefit election options are available for early retirement, and disability and death benefits are also provided.

CITY OF PORT ORANGE, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2015

(16) Employee Retirement Systems and Pension Funds: (Continued)

Members hired on or before January 31, 2011, are eligible to enter the deferred retirement option program (DROP) upon earning 25 years of Credited Service. The accrued benefit is frozen and no further Employee Contributions are payable at DROP entry. The accrued benefit accumulates with interest at the fund's assumed rate of investment return in the DROP account (credited quarterly) and is payable as a single-lump sum within 60 days following DROP exit. The maximum DROP participation duration is 60 months. DROP participants are not eligible for pre-retirement death or disability benefits. No DROP is available to members hired after January 31, 2011.

Effective October 1, 2001, Members who retired prior to October 1, 2002 (including disability retirees) are granted a 1% cost-of-living adjustment annually commencing the January 1 following the first anniversary of retirement annuity commencement (1% COLA). For a DROP retiree, the 1% COLA is granted commencing on the January 1 following the first anniversary of actual annuity commencement after the end of the DROP period. The 1% COLA is not payable to any participant eligible to receive the 3% COLA, as described in the following. Effective October 1, 2002, retirees are granted a deferred annual 3% cost-of-living adjustment (3% COLA) as follows: (i) Members who are retired on October 1, 2002 and had earned at least 20 years of Credited Service, (ii) Members who are actively employed on October 1, 2002 and had attained age 50 with ten years of Credited Service at that date, (iii) Members who are actively employed on October 1, 2002 with 20 years of Credited Service at that date, (iv) Members who attain 20 years of Credited Service after October 1, 2002 and who retire or enter the DROP by January 31, 2011, and (v) Members who attain 25 years of Credited Service after January 31, 2011. The deferred 3% COLA is payable annually once eligibility criteria have been met based upon a series of age and years-of-service requirements.

Fire Plan

All firefighters must participate in the Fire Plan immediately upon employment by the City. Fire Plan participants hired before September 25, 2012, are entitled to an annual pension benefit equal to 3.0% of their average final compensation (equivalent to the average of the three highest years of the last ten years of credited service) for each year of credited service at their normal retirement date. Fire Plan participants hired on or after September 25, 2012, are entitled to an annual pension benefit equal to 2.5% of their average final compensation (equivalent to the average of the five highest years of the last ten years of credited service) for each year of credited service at their normal retirement date. Normal retirement date is achieved at the earlier of age 50 and 10 years of credited service or 20 years of credited service for employees hired prior to September 25, 2012. For employees hired on or after September 25, 2012, eligibility for normal retirement occurs at the earlier of age 55 and 10 years of credited services of the completion of 25 years of service (age 52 is also required for employees hired after December 4, 2012). Maximum benefits may not exceed the lesser of 80% (90% for employees hired before December 4, 2012) of average final compensation or \$95,000, unless the benefit calculated based upon 2.0% times credited years of service equates to a greater amount. Early retirement benefits are available, but are actuarially reduced to reflect early payment when the commencement of benefits precedes the normal retirement date. The plan provides supplemental health subsidy benefits that range from \$20 to \$500 per month, based on credited service.

Members hired on or before December 4, 2012, are eligible to enter the deferred retirement option program (DROP) upon meeting the eligibility requirement for normal retirement. The accrued benefit is frozen and no further Employee Contributions are payable at DROP entry. The accrued benefit accumulates with interest at the fund's actual net rate of investment return in the DROP account (credited quarterly). The maximum DROP participation duration is 60 months. DROP participants are not eligible for pre-retirement death or disability benefits. No DROP is available to members hired after December 4, 2012.

CITY OF PORT ORANGE, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2015

(16) Employee Retirement Systems and Pension Funds: (Continued)

Cost-of-living adjustments (COLA's) are provided for with an annual increase of 3.0% commencing upon the 61st month following retirement for members who retired before October 1, 20013. For those who retired after October 1, 2003, with at least 20 years of credited service and who accrued benefits prior to January 1, 2013, the 3.0% annual increase will commence upon the 61st month following retirement. For all other retirees with benefits accrued prior to January 1, 2013, the annual COLA increase is 1.0% and begins on January 1 following one full year of retirement. For members with benefits accrued after January 1, 2013, and at least 25 years of credited service (or 20 years of credited services if first eligible for normal retirement at age 55 and 10 years of service), the annual COLA increase begins at the later of 8 years after retirement or age 59.5 and is equal to the lesser of 3.0% or the amount granted for Social Security benefits, and will only adjusted in years the Fire Plan meets or exceeds the actuarial assumptions, and only when the Fire Plan's plan fiduciary net position as a percentage of total pension liability exceeds 80.0%. No COLA is available to members hired after December 4, 2012.

Financial Statements

The financial statements of the plans are prepared using the accrual basis of accounting. Plan member contributions are recognized in the period in which the contributions are due. The City's contributions are recognized when due and a formal commitment to provide the contributions has been made. Benefits and refunds are recognized when due and payable in accordance with the terms of the plan. All plan investments are reported at fair value. These plans do not issue stand-alone financial reports.

Contributions

Local Ordinance No. 1999-40, No. 2002-59 and No. 2003-27 for the Municipal Firemen's, Municipal Police Officers' and General Employees' Pension Plans, respectively provide the authority under which the City establishes or amends pension policies, procedures and/or benefits. The participant contribution rates are established by and may be amended by the City Council. Participant contribution rates for the General Employees Plan, Police Plan, and Fire Plan are 7.50%, 8.00% (7.50% for employees hired prior to January 31, 2011), and 8.00% (7.50% for employees hired prior to December 4, 2012), respectively, of covered payroll. The City's annual required contribution for the current year was determined as part of the October 1, 2013 actuarial valuations. The City is required under the Florida Protection of Public Employee Retirement Benefits Act to meet required contribution amounts. The City's contributions (and if applicable, any liquidations of a net pension obligation) to the Police and Fire Plans are funded by the General Fund, while the General Employees' Plan contributions are funded by the General Fund and various enterprise funds.

The State of Florida also makes contributions to the Firefighters' and Police Officers' Retirement Plans in accordance with Chapter 175 and Chapter 185 of the Florida Statutes as amended by the State Legislature. This contribution by the State of Florida is first recognized as revenue in the General Fund before being transferred to the Pension Fund. The City's actual annual contribution for each plan is determined by subtracting estimated employee contributions and actual State of Florida contributions from the total annual required contribution as determined by the actuary.

Contributions to the City's pension plans for the year ended September 30, 2015, were as follows:

	General Employees Plan	Police Plan	Fire Plan
Employee contributions	\$ 439,009	\$ 326,566	\$ 182,394
City contributions	673,300	2,731,326	2,321,223
State contributions	-	345,822	391,117
Total contributions	<u>\$ 1,112,309</u>	<u>\$ 3,403,714</u>	<u>\$ 2,894,734</u>

CITY OF PORT ORANGE, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2015

(16) Employee Retirement Systems and Pension Funds: (Continued)

Investment Policy

See Note (4) for additional discussion of the investment policies for each of the Plans. The following was the asset allocation policy for each of the plans at September 30, 2015:

<u>Asset Class</u>	<u>Target Asset Allocation</u>		
	<u>General Employees Plan</u>	<u>Police Plan</u>	<u>Fire Plan</u>
Domestic equity	50%	45%	35%
International equity	10%	10%	15%
Convertible securities	0%	0%	10%
Fixed income	25%	27.5%	30%
Real estate	15%	7.5%	5%
Hedge funds	0%	10%	5%

Net Pension Liability

The components of the net pension liability of the pension plans at September 30, 2015, were as follows:

	<u>General Employees Plan</u>	<u>Police Plan</u>	<u>Fire Plan</u>	<u>Total</u>
Total pension liability	\$ 33,383,933	\$ 44,875,797	\$ 40,127,193	\$118,386,923
Plan fiduciary net position	(27,330,202)	(28,157,398)	(23,075,823)	(78,563,423)
Net pension liability	<u>\$ 6,053,731</u>	<u>\$ 16,718,399</u>	<u>\$ 17,051,370</u>	<u>\$ 39,823,500</u>

Plan fiduciary net position as percentage of total pension liability	81.87%	62.75%	57.51%	66.36%
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The total pension liability was determined by an actuarial valuation as of October 1, 2014 and measurement date of September 30, 2015, using the following actuarial assumptions to all measurement periods.

	<u>General Employees Plan</u>	<u>Police Plan</u>	<u>Fire Plan</u>
Inflation	3.00%	2.00%	3.50%
Salary increases	4.00%	7.50%	4.00-7.00%
Investment rate of return	7.50%	7.65%	7.80%
Mortality table	RP-2000, Scale BB	RP-2000, Scale AA	RP-2000, Disabled set forward 5 years

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expenses and inflation) are developed for each major asset class. These ranges are combined to produce the long term expected rate of return by weighting the expected future real rates.

CITY OF PORT ORANGE, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2015

(16) Employee Retirement Systems and Pension Funds: (Continued)

Best estimates of arithmetic real rates of return for each major class included in the pension plan's target asset allocation as of September 30, 2015 are summarized in the following table:

Asset Class	Long Term Expected Real Rate of Return		
	General Employees Plan	Police Plan	Fire Plan
Domestic equity	5.60%	7.36%	8.00%
International equity	5.75%	7.07%	3.00%
Bonds	1.00%	1.82%	4.40%
Convertibles	n/a	n/a	6.40%
Private Real Estate	4.40%	4.53%	4.60%
Hedge Funds	n/a	2.33%	7.00%

Note: While the weighted composite average for the General Employee Plan return does not add up to the return used as the discount rate, recent history of the trust in exceeding the assumed rate, along with prevailing practice among similar public pension systems, has lead management to continue to assume the current rate. The long-term expected rates shown above were provided by Southeastern Advisory Services using JP Morgan's 2016 capital markets assumptions. They are presented net of expected inflation.

Discount rate:

The discount rate used to measure the total pension liability for each pension plan varied as discussed on the following pages. The projection of cash flows used to determine the discount rate assumed the plan member contributions will be made at the current contribution rate and that City contributions will be made at rates equal to the difference between actuarially determined contribution rates and the member rate. Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Changes in net pension liability:

Changes in each plan's net pension liability were as follows:

	General Employees Plan		
	Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Net Pension Liability (a - b)
Beginning Balance	\$ 31,707,207	\$ 27,474,543	\$ 4,232,663
Changes for year:			
Service cost	616,351	-	616,351
Interest	2,378,040	-	2,378,040
Differences between expected/actual experience	(60,305)	-	(63,305)
Changes of assumptions	544,414	-	544,414
Contributions – employer	-	673,300	(673,300)
Contributions – employee	-	397,523	(397,523)
Net investment income	-	657,572	(657,572)
Benefit payments, including refunds	(1,798,774)	(1,798,774)	-
Administrative expenses	-	(73,963)	73,963
New changes	1,676,726	(144,342)	1,821,068
Ending Balance	\$ 33,383,933	\$ 27,330,202	\$ 6,053,731

CITY OF PORT ORANGE, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2015

(16) **Employee Retirement Systems and Pension Funds:** (Continued)

	Police Plan		
	Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Net Pension Liability (a – b)
Beginning Balance	\$ 43,053,514	\$ 28,294,900	\$ 14,758,614
Changes for year:			
Service cost	801,785	-	801,785
Interest	3,257,812	-	3,257,812
Differences between expected/actual experience	609,774	-	609,774
Changes of assumptions	568,624	-	568,624
Contributions – employer	-	2,731,326	(2,731,326)
Contributions – state	-	345,822	(345,822)
Contributions – employee	-	326,566	(326,566)
Net investment income	-	(21,228)	21,228
Benefit payments, including refunds	(3,415,712)	(3,415,712)	-
Administrative expenses	-	(104,276)	104,276
New changes	1,822,283	(137,502)	1,959,785
Ending Balance	<u>\$ 44,875,797</u>	<u>\$ 28,157,398</u>	<u>\$ 16,718,399</u>

	Fire Plan		
	Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Net Pension Liability (a – b)
Beginning Balance	\$ 38,483,027	\$ 22,195,275	\$ 16,287,752
Changes for year:			
Service cost	411,997	-	411,997
Interest	2,987,593	-	2,987,593
Differences between expected/actual experience	(20,660)	-	(20,660)
Changes of assumptions	420,007	-	420,007
Contributions – employer	-	2,321,223	(2,321,223)
Contributions – state	-	391,117	(391,117)
Contributions – employee	-	182,394	(182,394)
Net investment income	-	218,115	(218,115)
Benefit payments, including refunds	(2,154,771)	(2,154,771)	-
Administrative expenses	-	(77,530)	77,530
New changes	1,644,166	880,548	763,618
Ending Balance	<u>\$ 40,127,193</u>	<u>\$ 23,075,823</u>	<u>\$ 17,051,370</u>

Sensitivity of the net pension liability to changes in the discount rate:

The following presents the net pension liability of the City calculated using the selected discount rates, as well as what the City's net pension liability (NPL) would be if it were calculated using a discount rate that is 1% lower or 1% higher than the current rate:

Plan	Current Discount Rate	NPL with 1% Decrease	NPL at Current Discount Rate	NPL with 1% Increase
General Employees	7.50%	\$ 10,756,263	\$ 6,053,731	\$ 2,234,978
Police	7.65%	22,349,920	16,718,399	12,032,745
Fire	7.80%	21,710,299	17,051,370	13,164,662
Total		<u>\$ 54,816,482</u>	<u>\$ 39,823,500</u>	<u>\$ 27,432,385</u>

CITY OF PORT ORANGE, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2015

(16) Employee Retirement Systems and Pension Funds: (Continued)

For the year ended September 30, 2015, the annual-money weighted rate of return on each pension plan investments, net of pension plan investment expense was as follows:

	General Employees Plan	Police Plan	Fire Plan
Annual money-weighted rate of return	2.43%	-(0.50)%	0.98%

The money-weighted rate of return expresses investment performance, net of investment expense, adjusted for the changing amounts actually invested.

Pension Expense and Deferred Outflows and Inflows of Resources Related to Pensions

For the year ended September 30, 2015, the City recognized pension expense of \$986,475, \$2,369,411, and \$1,907,298 in the General Employees, Police, and Fire pension plans, respectively.

At September 30, 2015, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	General Employees Plan		Police Plan		Fire Plan	
	Deferred Outflows of Resources	Deferred Inflows of Resources	Deferred Outflows of Resources	Deferred Inflows of Resources	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ -	\$ (56,498)	\$ 471,189	\$ -	\$ -	\$ (16,528)
Changes of assumptions	485,875	-	439,391	-	336,005	-
Net different between projected and actual investment earnings	974,637	-	1,756,942	-	1,249,183	-
	<u>\$1,460,512</u>	<u>\$ (56,498)</u>	<u>\$ 2,667,522</u>	<u>\$ -</u>	<u>\$ 1,585,188</u>	<u>\$ (16,528)</u>

Amounts reported as deferred outflows and deferred inflows of resources related to pensions being amortized for a period of greater than one year will be recognized in pension expense in succeeding years as follows:

	General Employees Plan	Police Plan	Fire Plan
2016	\$ 295,391	\$ 707,053	\$ 392,165
2017	295,391	707,053	392,165
2018	295,391	707,053	392,165
2019	295,391	546,363	392,165
2020	51,732	-	-
Thereafter	170,718	-	-

CITY OF PORT ORANGE, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2015

(16) Employee Retirement Systems and Pension Funds: (Continued)

C. Pension Fund Financial Statements

The City does not issue separate financial statements for the Fire Plan; separate audits and financial statements have been issued for the Police Plan and the General Employee Plan. The basic financial statements of the City include a Statement of Fiduciary Net Position and a Statement of Changes in Fiduciary Net Position that presents a single column presented by fund type for all pension trust funds. Presented below are the financial statements for each pension trust fund as of and for the year ended September 30, 2015:

	<u>Fire Plan</u>	<u>Police Plan</u>	<u>General Plan</u>	<u>Total</u>
Assets:				
Cash and cash equivalents	\$ 1,044,928	\$ 31,709	\$ 919,870	\$ 1,996,507
Prepaid benefit payments	-	166,567	-	166,567
Receivables:				
Employee contributions receivable	-	-	-	-
State contributions receivable	459	345,822	-	346,281
Interest and dividends receivable	60,856	54,298	67,799	182,953
Total accounts receivable	61,315	400,120	67,799	529,234
Investments, at fair value				
U.S. Treasury	3,565,242	4,361,574	933,995	8,860,811
Government Agency obligations	741,405	-	1,137,617	1,879,022
Corporate and municipal debt obligations	4,119,696	2,953,713	3,543,245	10,616,654
Corporate equity securities	5,950,832	14,096,648	13,638,840	33,686,320
Mutual funds	6,498,328	1,553,545	4,870,598	12,922,471
Real estate funds	1,124,121	2,668,971	3,694,054	7,487,146
Partnerships	-	1,983,716	-	1,983,716
Total investments	21,999,624	27,618,167	27,818,349	77,436,140
Total assets	23,105,867	28,216,563	28,806,018	80,128,448
Liabilities:				
Accounts payable	-	59,165	-	59,165
Prepaid employer contributions	30,044	-	-	30,044
Total liabilities	30,044	59,165	-	89,209
Net position:				
Held in trust for pension benefits	\$ 23,075,823	\$ 28,157,398	\$ 28,806,018	\$ 80,039,239

CITY OF PORT ORANGE, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2015

(16) Employee Retirement Systems and Pension Funds: (Continued)

	<u>Fire Plan</u>	<u>Police Plan</u>	<u>General Plan</u>	<u>Total</u>
Additions:				
Contributions from:				
Employer	\$ 2,321,223	\$ 2,731,326	\$ 673,300	\$ 5,725,849
State-insurance premium taxes	391,117	345,822	-	736,939
Plan members	182,394	326,566	439,009	947,969
Total contributions	<u>2,894,734</u>	<u>3,403,714</u>	<u>1,112,309</u>	<u>7,410,757</u>
Investment income:				
Net realized and unrealized appreciation (depreciation) in fair value of investments	(221,115)	(221,115)	338,175	(104,055)
Interest and dividend earnings	574,216	441,227	478,868	1,494,311
	353,101	220,112	817,043	1,390,256
Less: investment management fees	134,986	241,340	119,694	496,020
Total investment income	<u>218,115</u>	<u>(21,228)</u>	<u>697,349</u>	<u>894,236</u>
Total additions	<u>3,112,849</u>	<u>3,382,486</u>	<u>1,809,658</u>	<u>8,304,993</u>
Deductions:				
Benefit payments and refunds	2,154,771	3,415,712	1,908,897	7,479,380
Administrative expenses	77,529	104,276	77,957	259,762
Total deductions	<u>2,232,300</u>	<u>3,519,988</u>	<u>1,986,854</u>	<u>7,739,142</u>
Net increase	<u>880,549</u>	<u>(137,502)</u>	<u>(177,196)</u>	<u>565,851</u>
Net position held in trust for pension benefits				
Beginning of year, as restated	22,195,274	28,294,900	28,983,214	79,473,388
End of year	<u>\$ 23,075,823</u>	<u>\$ 28,157,398</u>	<u>\$ 28,806,018</u>	<u>\$ 80,039,239</u>

CITY OF PORT ORANGE, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2015

(17) Restatements of Fund Balance and Net Position:

In June 2012, the Government Accounting Standards Board (GASB) issued GASB Statement No. 68, *Accounting and Financial Reporting for Pensions*. GASB 68 changes the treatment of defined benefit pension plan accounting by employers whereby the City is now required to record the net pension liability and related deferred outflows of resources and deferred inflows of resources for each of the City's three defined benefit pension plans on its financial statements.

The requirements of GASB 68 are effective for fiscal year 2015 and have been implemented as of and for the year ended September 30, 2015. The implementation of GASB 68 resulted in recording of the net pension liability and deferred outflows of resources at September 30, 2014, and in the reduction of beginning unrestricted net position in the proprietary funds and government-wide statements of net position by the same amount.

During the year ended September 30, 2015, it was also determined that prior year items related to the City's fiscal year 2015 pension contributions for two of the City's defined benefit pension plans which had been recorded on an accrual basis no longer should be accrued, as the City is reporting all amounts relating to GASB 68 based on a measurement date of September 30, 2014, and the accrual of these contributions payable would result in a deferred outflow of resources for contributions. These items have also been reflected as a reduction in the corresponding liability at September 30, 2014, and an increase to beginning net position.

The cumulative effect on beginning net position in the affected reporting units related to these adjustments is as follows:

	<u>Water and Sewer</u>	<u>Solid Waste</u>	<u>Stormwater Utility</u>	<u>Business-type Activities</u>	<u>Governmental Activities</u>
Balance, 9/30/2014	\$ 167,073,085	\$ 2,892,740	\$ 34,709,167	\$ 208,911,240	\$ 137,621,994
Less: Net pension liability, 9/30/2014	(1,746,254)	(51,661)	(253,232)	(2,051,147)	(33,227,882)
Less: Net pension asset, 9/30/2014	(207,358)	(9,701)	(31,569)	(248,628)	(3,302,842)
Restated balance, 9/30/2014	<u>\$ 165,119,473</u>	<u>\$ 2,831,378</u>	<u>\$ 34,424,366</u>	<u>\$ 206,611,465</u>	<u>\$ 101,091,270</u>

Additionally, beginning fund balance and net position in the Town Center CRA and Loan Pool funds, respectively, was restated for a transfer between the funds in the prior year which management has subsequently determined should have been an interfund loan. The cumulative effect related to these adjustments on beginning fund balance (Town Center CRA Fund) and net position (Loan Pool Fund) is as follows:

	<u>Town Center CRA Fund</u>	<u>Loan Pool Fund</u>
Balance, 9/30/2014	\$ (465,581)	\$ 7,159,600
Reversal of 2014 transfer	(210,000)	210,000
Restated balance, 9/30/2014	<u>\$ (675,581)</u>	<u>\$ 7,369,600</u>

CITY OF PORT ORANGE, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2015

(18) Recent Accounting Pronouncements:

The Governmental Accounting Standards Board (GASB) has issued several pronouncements that have effective dates that may impact future financial statements. Listed below are pronouncements with required implementation dates effective for fiscal years subsequent to September 30, 2015, that have not yet been implemented. Management has not currently determined what, if any, impact implementation of the following will have on the City's financial statements:

- (a) GASB issued Statement No. 72, *Fair Value Measurement and Application*, in February 2015, which addresses accounting and financial reporting issues related to fair value measurements, specifically that the definition of fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. GASB 72 provides guidance for determining a fair value measurement for financial reporting purposes and for applying fair value to certain investment and disclosures related to all fair value measurements. The provisions in GASB 72 are effective for fiscal years beginning after June 15, 2015.
- (b) GASB issued Statement No. 74, *Financial Reporting for Postemployment Benefit Plans Other than Pension Plans*, in June 2015, which establishes new accounting and financial reporting requirements for governments whose employees are provided with OPEB. GASB 73 is intended to improve the usefulness of information about postemployment benefits other than pensions included in the general purpose external financial reports of state and local governmental OPEB plans for making decisions and assessing accountability. The requirements of GASB 74 are effective for fiscal years beginning after June 15, 2016.
- (c) GASB issued Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions*, in June 2015, which establishes standards for recognizing and measuring liabilities, deferred outflows or resources, deferred inflows of resources, and expense/expenditures. GASB 75 seeks to improve accounting and financial reporting by state and local governments for postemployment benefits other than pensions. The provisions in GASB 75 are effective for fiscal years beginning after June 15, 2017.
- (d) GASB issued Statement No. 76, *The Hierarchy of Generally Accepted Accounting Principles for State and Local Governments*, in June 2015, which supersedes GASB Statement No. 55. GASB 76 reduces the GAAP hierarchy to two categories of authoritative GAAP and addresses the use of authoritative and nonauthoritative literature in the event that the accounting treatment for a transaction or other event is not specified within a source of authoritative GAAP. The provisions in GASB 76 are effective for periods beginning after June 15, 2015.
- (e) GASB issued Statement No. 77, *Tax Abatement Disclosures*, in August 2015. GASB 77 requires governments that enter into tax abatement agreements to disclose the following information about the agreements: (1) brief descriptive information, such as the tax being abated, the authority under which tax abatements are provided, eligibility criteria, the mechanism by which taxes are abated, provisions for recapturing abated taxes, and the types of commitments made by tax abatement recipients; (2) the gross dollar amount of taxes abated during the period; and (3) commitments made by a government, other than to abate taxes, as part of a tax abatement agreement. The provisions in GASB 77 are effective for periods beginning after December 15, 2015.
- (f) GASB issued Statement No. 78, *Pensions Provided through Certain Multiple-Employer Defined Benefit Pension Plans*, in December 2015. GASB 78 addresses practice issues regarding the scope and applicability of GASB 68. The provisions in GASB 78 are effective for periods beginning after December 15, 2015.

CITY OF PORT ORANGE, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2015

(18) **Recent Accounting Pronouncements:** (Continued)

- (g) GASB issued Statement No. 79, *Certain External Investment Pools*, in December 2015. GASB 79 addressing accounting and financial reporting for certain external investment pools and pool participants by establishing criteria for an external investment pool to qualify for making the election to measure all of its investments at amortized cost for financial reporting purposes. The provisions in GASB 79 are effective for periods beginning after December 15, 2015.
- (h) GASB issued Statement No. 80, *Blending Requirements for Certain Component Units – an amendment of GASB Statement No. 14*, in January 2016. GASB 80 clarifies the financial statement presentation requirements for certain component units and amends the blending requirements for the financial statement presentation of component units. The provisions in GASB 80 are effective for periods beginning after June 15, 2016.

**REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULES OF FUNDING PROGRESS – OPEB
SEPTEMBER 30, 2015**

Other Post Employment Benefit Plan						
Actuarial Valuation Date	Actuarial Value of Assets (a)	Actuarial Accrued Liability (AAL)--Entry Age (b)	Unfunded or (Assets in Excess of) AAL (b-a)	Funded Ratio (a/b)	Covered Payroll (c)	Unfunded or (Assets in Excess of) AAL as a Percentage of Covered Payroll ((b-a)/c)
10/1/2013	\$ -	\$4,669,865	\$4,669,865	0.00%	\$17,960,464	26.0%
10/1/2011	-	4,199,026	4,199,026	0.00%	16,705,003	25.1%
10/1/2009	-	2,870,000	2,870,000	0.00%	16,970,000	16.9%
10/1/2007	-	2,937,000	2,937,000	0.00%	18,227,000	16.1%

REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULES OF CONTRIBUTIONS FROM THE EMPLOYER – OPEB
SEPTEMBER 30, 2015

Other Post Employment Benefit Plan				
Year Ended Sept 30,	Annual Required City Contribution	Actual City Contribution	Percentage Contribution	
2015	\$ 472,304	\$ 261,199	55.30%	
2014	457,270	223,133	48.80%	
2013	403,000	189,000	46.90%	
2012	386,000	151,000	39.12%	
2011	277,000	137,000	49.46%	
2010	264,000	94,000	35.61%	
2009	304,000	116,000	38.16%	
2008	287,000	98,000	34.15%	

REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULES OF CHANGES IN NET PENSION LIABILITY AND RELATED RATIOS
GENERAL EMPLOYEES PLAN
SEPTEMBER 30, 2015

For the Year Ended September 30,	2015	2014
Total Pension Liability		
Service cost	\$ 616,351	\$ 632,402
Interest	2,378,040	2,258,110
Difference between actual and expected experience	(63,305)	(20,332)
Assumption Changes	544,414	390,940
Benefit payments including refunds of contributions	(1,798,774)	(1,662,044)
Net change in total pension liability	1,676,726	1,599,076
Total pension liability – beginning	31,707,207	30,108,131
Total pension liability – ending (a)	<u>\$ 33,383,933</u>	<u>\$ 31,707,207</u>
 Total Fiduciary Net Position		
Contributions – employer	\$ 673,300	\$ 702,741
Contributions – employee	397,523	405,427
Net investment income	657,572	2,694,117
Benefit payments, including refunds of contributions	(1,798,774)	(1,662,044)
Administrative expense	(73,962)	(78,229)
Net change in plan fiduciary net position	(144,341)	2,062,012
Plan fiduciary net position – beginning	27,474,543	25,412,531
Plan fiduciary net position – ending (b)	<u>\$ 27,330,202</u>	<u>\$ 27,474,543</u>
 Net pension liability – ending (a) - (b)	<u>\$ 6,053,731</u>	<u>\$ 4,232,664</u>
 Plan fiduciary net position as a percentage of the total pension liability	81.87%	86.65%
 Covered employee payroll	\$ 5,300,301	\$ 5,170,450
Net pension liability as a percentage of covered employee payroll	114.21%	81.86%
 *Plan fiduciary net position for financial statement purposes also includes the following amounts for voluntary contributions:	\$ 1,475,816	\$ 1,508,671

REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULES OF CHANGES IN NET PENSION LIABILITY AND RELATED RATIOS
POLICE PLAN
SEPTEMBER 30, 2015

For the Year Ended September 30,	2015	2014
Total Pension Liability		
Service cost	\$ 801,785	\$ 753,000
Interest	3,257,812	3,123,215
Difference between actual and expected experience	609,774	557,616
Assumption changes	568,624	56,887
Benefit payments including refunds of contributions	<u>(3,415,715)</u>	<u>(2,165,565)</u>
Net change in total pension liability	1,822,283	2,325,153
Total pension liability – beginning	<u>43,053,514</u>	<u>40,728,361</u>
Total pension liability – ending (a)	<u><u>\$ 44,875,797</u></u>	<u><u>\$ 43,053,514</u></u>
 Total Fiduciary Net Position		
Contributions – employer	\$ 2,731,326	\$ 2,670,260
Contributions – state	345,822	331,402
Contributions – employee	326,566	301,375
Net investment income	(21,228)	1,812,759
Benefit payments, including refunds of contributions	(3,415,715)	(2,165,565)
Administrative expense	<u>(104,276)</u>	<u>(103,311)</u>
Net change in plan fiduciary net position	(137,502)	2,846,920
Plan fiduciary net position – beginning	<u>28,294,900</u>	<u>25,447,980</u>
Plan fiduciary net position – ending (b)	<u><u>\$ 28,157,398</u></u>	<u><u>\$ 28,294,900</u></u>
 Net pension liability – ending (a) - (b)	<u><u>\$ 16,718,399</u></u>	<u><u>\$ 14,758,614</u></u>
 Plan fiduciary net position as a percentage of the total pension liability	62.75%	65.72%
 Covered employee payroll	\$ 4,293,316	\$ 3,944,464
Net pension liability as a percentage of covered employee payroll	389.41%	374.16%

REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULES OF CHANGES IN NET PENSION LIABILITY AND RELATED RATIOS
FIRE PLAN
SEPTEMBER 30, 2015

For the Year Ended September 30,	2015	2014
Total Pension Liability		
Service cost	\$ 411,997	\$ 379,866
Interest	2,987,593	2,934,569
Difference between actual and expected experience	(20,660)	-
Assumption changes	420,007	-
Benefit payments including refunds of contributions	<u>(2,154,771)</u>	<u>(3,195,972)</u>
Net change in total pension liability	1,644,166	118,463
Total pension liability – beginning	<u>38,483,027</u>	<u>38,364,564</u>
Total pension liability – ending (a)	<u><u>\$ 40,127,193</u></u>	<u><u>\$ 38,483,027</u></u>
Total Fiduciary Net Position		
Contributions – employer	\$ 2,321,223	\$ 2,911,058
Contributions – state	391,117	386,195
Contributions – employee	182,394	176,907
Net investment income	218,115	1,715,914
Benefit payments, including refunds of contributions	(2,154,771)	(3,195,972)
Administrative expense	<u>(77,530)</u>	<u>(53,503)</u>
Net change in plan fiduciary net position	880,548	1,940,599
Plan fiduciary net position – beginning	<u>22,195,275</u>	<u>20,254,676</u>
Plan fiduciary net position – ending (b)	<u><u>\$ 23,075,823</u></u>	<u><u>\$ 22,195,275</u></u>
Net pension liability – ending (a) - (b)	<u><u>\$ 17,051,370</u></u>	<u><u>\$ 16,287,752</u></u>
Plan fiduciary net position as a percentage of the total pension liability	57.51%	57.68%
Covered employee payroll	\$ 2,571,913	\$ 2,247,991
Net pension liability as a percentage of covered employee payroll	662.98%	724.55%

**REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF CONTRIBUTIONS
GENERAL EMPLOYEES PLAN
SEPTEMBER 30, 2015**

Fiscal Year	Actuarially Determined Contribution (ADC)	Contributions in Relation to ADC	Contribution Deficiency (Excess)	Covered Employee Payroll*	Contributions as Percentage of Employee Payroll
2015	\$ 603,138	\$ 673,300	\$ (162)	\$ 5,300,301	12.70%
2014	702,741	702,741	-	5,170,450	13.59%

*Prior to 2015, Covered Employees Payroll figures were based on pensionable wages.

Notes to Schedule:

Valuation Date: 10/01/2015

Methods and assumptions used to determine contribution rates:

Actuarial Cost Method: Aggregate
Asset Valuation Method: 5 year smoothed
Contribution Requirements: Level percentage

Actuarial Assumptions

Inflation: 3.00%
Salary Increases: 4.00% average, including inflation
Investment Rate of Return: 7.50%, net of pension plan investment expense including inflation
Mortality: Based on the RP-2000 post retirement pension mortality, projected generationally using Scale AA (previously 13-M/F Pos.). Scale BB will be used for 2015-2016.

**REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF CONTRIBUTIONS
POLICE PLAN
SEPTEMBER 30, 2015**

Fiscal Year	Actuarially Determined Contribution (ADC)	Contributions in Relation to ADC	Contribution Deficiency (Excess)	Covered Employee Payroll*	Contributions as Percentage of Employee Payroll
2015	\$ 2,916,475	\$ 3,077,148	\$ (160,673)	\$ 4,293,316	71.67%
2014	2,826,275	3,001,662	(175,387)	3,944,464	76.10%
2013	2,515,286	2,814,596	(299,310)	3,575,109	78.73%
2012	2,304,028	2,393,122	(89,094)	3,460,703	69.15%
2011	2,071,957	2,841,994	(770,037)	3,212,337	88.47%
2010	2,597,318	2,601,217	(3,899)	4,211,533	61.76%
2009	2,413,516	2,597,319	(183,803)	4,329,474	59.99%
2008	2,057,164	2,057,164	-	4,032,313	51.02%
2007	1,432,336	1,432,336	-	3,831,147	37.39%
2006	1,366,437	1,366,437	-	3,765,408	36.29%

*Prior to 2015, Covered Employees Payroll figures were based on pensionable wages.

Notes to Schedule:

Valuation Date: 10/01/2015

Methods and assumptions used to determine contribution rates:

Actuarial Cost Method:	Entry Age
Amortization Method	Level percent of pay, closed
Remaining Amortization Period	30 years for change in Plan provisions, assumptions, and methods. 15 years for actuarial gains and losses
Asset Valuation Method:	5-year smoothed market
Inflation:	2.00%
Salary Increases:	7.50%
Investment Rate of Return:	7.75%, net of pension plan investment expense including inflation (change to 7.65% to begin with 2016 contributions)
Mortality:	RP-2000 Combined Mortality Table using Scale AA projected to valuation year
Retirement Age:	Members hired after January 31, 2011 – 100% at age 48 and 10 years of service Members hired before January 31, 2011 – 100% at ages 45-51 with 25 years of service and 100% at age 52 with 10 years of service

**REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF CONTRIBUTIONS
FIRE PLAN
SEPTEMBER 30, 2015**

<u>Fiscal Year</u>	<u>Actuarially Determined Contribution (ADC)</u>	<u>Contributions in Relation to ADC</u>	<u>Contribution Deficiency (Excess)</u>	<u>Covered Employee Payroll*</u>	<u>Contributions as Percentage of Employee Payroll</u>
2015	\$ 2,691,757	\$ 2,712,340	\$ (20,583)	\$ 2,571,913	105.46%
2014	2,888,498	3,190,654	(302,156)	2,247,991	141.93%

*Prior to 2015, Covered Employees Payroll figures were based on pensionable wages.

Notes to Schedule:

Valuation Date: 10/01/2013

Actuarially determined contribution rates are calculated as of October 1, two years year prior to the end of the fiscal year in which contributions are reported.

Methods and assumptions used to determine contribution rates:

Actuarial Cost Method:	Entry Age Normal
Amortization Method	Level Percentage of Pay, Closed.
Remaining Amortization Period:	30 Years (as of 10/01/2013).
Asset Valuation Method:	Each year, the Actuarial Value of Assets is brought forward using the historical 4-year geometric average market value return. Over time, this may produce an insignificant bias above or below Market Value of Assets.
Inflation:	3.5% per year.
Salary Increases:	4.0% to 7.0% based on years of service
Interest Rate:	8.0% per year, compounded annually, net of investment-related expenses.
Payroll Growth:	5.0% per year (0.27% for 10/1/2012)
Cost-of-Living Adjustment:	
"Frozen Benefit"	At least 20 years at retirement: 3% per year beginning 5 years after retirement. Otherwise, 1% per year beginning 1 year after retirement.
"Future Service Piece"	At least 25 years at retirement: 2.5% per year beginning in 2026 and the later of 8 years after retirement and age 59.5.
Retirement Rates:	
"Frozen Benefit"	Old Normal Retirement Date (30%); Old Normal Retirement Date + 1 (15%); Old Normal Retirement Date + 2 (15%); Old Normal Retirement Date + 3 (15%); Old Normal Retirement Date + 4 (15%); Old Normal Retirement Date + 5 (100%)
"Future Service Piece"	New Normal Retirement Date (100%)
Termination Rates:	See table below.
Disability Rates	See table below. 75% of disability occurrences are assumed to be service-connected.
Mortality:	RP-2000 Table with no projection – based on a study of over 650 public safety funds, this table reflects a 10% margin for future mortality improvements. Disability mortality is set forward five years.
Other Information:	Termination and Disability Rate Table:

<u>Age</u>	<u>% Terminating During the Year</u>	<u>% Becoming Disabled During the Year</u>
20	9.30%	0.07%
30	7.88%	0.11%
40	4.28%	0.19%
50	1.13%	0.51%

**REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULES OF INVESTMENT RETURNS
SEPTEMBER 30, 2015**

<u>Annual Money-Weighted Rate of Return, Net of Investment Expense</u>			
	General Employees Plan	Police Plan	Fire Plan
<u>Year</u>			
2015	2.43%	-(0.50)%	0.98%
2014	10.87%	7.48%	8.54%

SUPPORTING SCHEDULES

Financial schedules are presented to provide greater detailed information than reported in the preceding financial statements. This information, in many cases, has been spread throughout the report and is brought together here for greater clarity. Financial schedules are not necessary for fair presentation in conformity with generally accepted accounting principles.

**CITY OF PORT ORANGE, FLORIDA
COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS
SEPTEMBER 30, 2015**

	Special Revenue Funds						
	Business Development	Recreation Facilities	Community Development Building	Community Development Block Grant	Total	Debt Service	General Construction
ASSETS							
Equity in pooled cash	\$ 116,793	\$ 903,244	\$ 2,089,891	\$ 195,561	\$ 3,305,489	\$ 2,853,236	\$ 3,817,371
Investments	-	-	-	-	-	142,565	-
Receivables, net	-	8,732	-	-	8,732	3,234	-
Due from other governments	-	-	1,318	14,478	15,796	127	191,563
Due from other funds	-	-	-	-	-	-	-
Total assets	<u>\$ 116,793</u>	<u>\$ 911,976</u>	<u>\$ 2,091,209</u>	<u>\$ 210,039</u>	<u>\$ 3,330,017</u>	<u>\$ 2,999,162</u>	<u>\$ 4,008,934</u>
LIABILITIES							
Accounts payable and accrued liabilities	\$ -	\$ -	\$ 24,242	\$ 656	\$ 24,898	\$ -	\$ 21,046
Customer deposits	-	-	60	-	60	-	-
Unearned revenue	-	-	-	-	-	-	-
Due to other funds	-	-	-	207,238	207,238	-	-
Total liabilities	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 24,302</u>	<u>\$ 207,894</u>	<u>\$ 232,196</u>	<u>\$ -</u>	<u>\$ 21,046</u>
DEFERRED INFLOWS OF RESOURCES							
Unavailable revenue - property taxes	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 3,234</u>	<u>\$ -</u>
FUND BALANCES							
Restricted for:							
Public safety	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Inspections	-	-	2,066,907	-	2,066,907	-	-
Debt service	-	-	-	-	-	2,995,928	-
Capital improvements	-	-	-	-	-	-	-
Transportation sales tax	-	-	-	-	-	-	3,987,888
Transportation impact	-	-	-	-	-	-	-
Repair and replacement reserve	-	232,015	-	-	232,015	-	-
Assigned to:							
Purchases on account	-	14,019	-	-	14,019	-	-
Capital improvements	-	-	-	-	-	-	-
Business development	116,793	-	-	-	116,793	-	-
Recreation	-	665,942	-	-	665,942	-	-
Unassigned	-	-	-	-	-	-	-
Total fund balances	<u>\$ 116,793</u>	<u>\$ 911,976</u>	<u>\$ 2,066,907</u>	<u>\$ 2,145</u>	<u>\$ 3,097,821</u>	<u>\$ 2,995,928</u>	<u>\$ 3,987,888</u>

**CITY OF PORT ORANGE, FLORIDA
COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS
SEPTEMBER 30, 2015**

Capital Project Funds											Total Nonmajor Governmental Funds
Transportation Capital Projects	Capital Improvement Bond Construction	Fire Impact	Transportation Impact	General Obligation Capital Projects	Capital Replacement	Economic Development Capital	Town Center Bond Project	2014 Capital Improvement Bond Project	Recreation Impact	Total	
\$ 1,341,182	\$ 482	\$ 382,399	\$ 1,484,993	\$ 32,096	\$ 1,254,558	\$ 19,888	\$ 335	\$ 2,978,256	\$ 333,313	\$ 11,644,873	\$ 17,803,598
-	-	-	-	1,074,184	-	-	-	-	-	1,074,184	1,216,749
-	-	-	-	-	5,000	-	-	-	-	5,000	16,966
-	-	-	279,895	-	143,577	-	-	-	-	615,035	630,958
-	-	-	450,000	-	423,986	-	-	-	-	873,986	873,986
<u>\$ 1,341,182</u>	<u>\$ 482</u>	<u>\$ 382,399</u>	<u>\$ 2,214,888</u>	<u>\$ 1,106,280</u>	<u>\$ 1,827,121</u>	<u>\$ 19,888</u>	<u>\$ 335</u>	<u>\$ 2,978,256</u>	<u>\$ 333,313</u>	<u>\$ 14,213,078</u>	<u>\$ 20,542,257</u>
\$ 340,669	\$ -	\$ -	\$ 258,772	\$ -	\$ 45,811	\$ -	\$ -	\$ 201,302	\$ 1,092	\$ 868,692	\$ 893,590
696,021	-	-	-	-	-	-	-	-	-	696,021	696,081
-	-	-	-	-	5,000	-	-	-	-	5,000	5,000
1,495,176	-	-	-	-	-	-	-	-	771,484	2,266,660	2,473,898
<u>\$ 2,531,866</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 258,772</u>	<u>\$ -</u>	<u>\$ 50,811</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 201,302</u>	<u>\$ 772,576</u>	<u>\$ 3,836,373</u>	<u>\$ 4,068,569</u>
<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 3,234</u>
\$ -	\$ -	\$ 382,399	\$ -	\$ 1,106,280	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,488,679	\$ 1,488,679
-	-	-	-	-	-	-	-	-	-	-	2,066,907
-	-	-	-	-	-	-	-	-	-	-	2,995,928
-	482	-	-	-	-	19,888	335	2,776,954	-	2,797,659	2,797,659
-	-	-	-	-	-	-	-	-	-	3,987,888	3,987,888
-	-	-	1,956,116	-	-	-	-	-	-	1,956,116	1,956,116
-	-	-	-	-	-	-	-	-	-	-	232,015
-	-	-	-	-	63,603	-	-	-	-	63,603	77,622
-	-	-	-	-	1,712,707	-	-	-	-	1,712,707	1,712,707
-	-	-	-	-	-	-	-	-	-	-	116,793
-	-	-	-	-	-	-	-	-	-	-	665,942
(1,190,684)	-	-	-	-	-	-	-	-	(439,263)	(1,629,947)	(1,629,947)
<u>\$ (1,190,684)</u>	<u>\$ 482</u>	<u>\$ 382,399</u>	<u>\$ 1,956,116</u>	<u>\$ 1,106,280</u>	<u>\$ 1,776,310</u>	<u>\$ 19,888</u>	<u>\$ 335</u>	<u>\$ 2,776,954</u>	<u>\$ (439,263)</u>	<u>\$ 10,376,705</u>	<u>\$ 16,470,454</u>

**CITY OF PORT ORANGE, FLORIDA
COMBINING STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCE
NONMAJOR GOVERNMENTAL FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2015**

	Special Revenue Funds							
	Business Development	Recreation Facilities	Community Development Building	Community Development Block Grant	Total	Debt Service	General Construction	Transportation Capital Projects
REVENUES								
Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,091,869	\$ 1,150,175	\$ -
Permits and fees	-	-	1,250,379	-	1,250,379	-	-	-
Intergovernmental	-	-	-	196,373	196,373	-	3,185	-
Charges for services	-	33,750	-	-	33,750	-	-	-
Investment income	-	4,858	9,047	993	14,898	13,272	17,015	8,693
Miscellaneous	-	70,743	140	-	70,883	-	-	-
Total revenues	-	109,351	1,259,566	197,366	1,566,283	1,105,141	1,170,375	8,693
EXPENDITURES								
Current:								
General government:								
Planning and community development	-	-	982,921	-	982,921	-	-	-
Public safety:								
Fire safety	-	-	-	-	-	-	-	-
Transportation	-	-	-	-	-	-	320,406	-
Economic environment	-	-	-	27,887	27,887	-	-	-
Culture and recreation	-	37,754	-	-	37,754	-	-	-
Capital outlay	-	306,108	-	169,432	475,540	-	113,604	351,180
Debt service:								
Principal retirement	-	-	-	-	-	770,000	-	-
Interest and fiscal charges	-	-	-	-	-	1,456,859	-	6,345
Total expenditures	-	343,862	982,921	197,319	1,524,102	2,226,859	434,010	357,525
Excess (deficiency) of revenues over expenditures	-	(234,511)	276,645	47	42,181	(1,121,718)	736,365	(348,832)
Other financing sources (uses)								
Transfers in	-	-	2,613	-	2,613	1,242,071	-	-
Transfers out	-	-	-	-	-	-	-	-
Total other financing sources (uses)	-	-	2,613	-	2,613	1,242,071	-	-
Net change in fund balances	-	(234,511)	279,258	47	44,794	120,353	736,365	(348,832)
Fund balances, beginning of year	116,793	1,146,487	1,787,649	2,098	3,053,027	2,875,575	3,251,523	(841,852)
Fund balances, end of year	<u>\$ 116,793</u>	<u>\$ 911,976</u>	<u>\$ 2,066,907</u>	<u>\$ 2,145</u>	<u>\$ 3,097,821</u>	<u>\$ 2,995,928</u>	<u>\$ 3,987,888</u>	<u>\$ (1,190,684)</u>

**CITY OF PORT ORANGE, FLORIDA
COMBINING STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCE
NONMAJOR GOVERNMENTAL FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2015**

Capital Project Funds										Total Nonmajor Governmental Funds
Capital Improvement Bond Construction	Fire Impact	Transportation Impact	General Obligation Capital Projects	Capital Replacement	Economic Development Capital	Town Center Bond Project	2014 Capital Improvement Bond Project	Recreation Impact	Total	
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,150,175	\$ 2,242,044
-	52,560	283,545	-	-	-	-	-	181,475	517,580	1,767,959
-	-	280,207	-	143,577	-	-	-	-	426,969	623,342
-	-	-	-	5,000	-	-	-	-	5,000	38,750
-	1,734	9,629	905	8,736	100	2	15,329	2,445	64,588	92,758
-	-	-	-	-	-	-	-	-	-	70,883
-	54,294	573,381	905	157,313	100	2	15,329	183,920	2,164,312	4,835,736
-	-	-	-	-	-	-	-	-	-	982,921
-	1,052	-	-	-	-	-	-	-	1,052	1,052
-	-	5,671	-	-	-	-	-	-	326,077	326,077
-	-	-	-	-	-	-	-	-	-	27,887
-	-	-	-	-	-	-	-	3,629	3,629	41,383
69,445	-	666,325	-	804,087	-	-	240,450	1,092	2,246,183	2,721,723
-	-	-	-	-	-	-	-	-	-	770,000
-	-	-	-	-	-	-	-	47,098	53,443	1,510,302
69,445	1,052	671,996	-	804,087	-	-	240,450	51,819	2,630,384	6,381,345
(69,445)	53,242	(98,615)	905	(646,774)	100	2	(225,121)	132,101	(466,072)	(1,545,609)
-	-	-	-	596,000	-	-	-	-	596,000	1,840,684
-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	596,000	-	-	-	-	596,000	1,840,684
(69,445)	53,242	(98,615)	905	(50,774)	100	2	(225,121)	132,101	129,928	295,075
69,927	329,157	2,054,731	1,105,375	1,827,084	19,788	333	3,002,075	(571,364)	10,246,777	16,175,379
<u>\$ 482</u>	<u>\$ 382,399</u>	<u>\$ 1,956,116</u>	<u>\$ 1,106,280</u>	<u>\$ 1,776,310</u>	<u>\$ 19,888</u>	<u>\$ 335</u>	<u>\$ 2,776,954</u>	<u>\$ (439,263)</u>	<u>\$ 10,376,705</u>	<u>\$ 16,470,454</u>

CITY OF PORT ORANGE, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - BUSINESS DEVELOPMENT
FOR THE YEAR ENDED SEPTEMBER 30, 2015

	<u>Budgeted Amounts</u>			Variance with Final Budget - Positive (Negative)
	<u>Original</u>	<u>Final</u>	<u>Actual</u>	
REVENUES				
Taxes	\$ -	\$ -	\$ -	\$ -
Investment income	-	-	-	-
Total revenues	-	-	-	-
EXPENDITURES				
Current:				
General government:				
Planning and community development	-	-	-	-
Total expenditures	-	-	-	-
Excess (deficiency) of revenues over expenditures	-	-	-	-
Other financing sources (uses)				
Transfers in	-	-	-	-
Transfers out	-	-	-	-
Total other financing sources (uses)	-	-	-	-
Net change in fund balances	-	-	-	-
Fund balances, beginning of year	116,793	116,793	116,793	-
Fund balances, end of year	<u>\$ 116,793</u>	<u>\$ 116,793</u>	<u>\$ 116,793</u>	<u>\$ -</u>

CITY OF PORT ORANGE, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - RECREATION FACILITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2015

	Budgeted Amounts			Variance with Final Budget - Positive (Negative)
	Original	Final	Actual	
REVENUES				
Taxes	\$ -	\$ -	\$ -	\$ -
Charges for services	33,750	33,750	33,750	-
Investment income	200	200	4,858	4,658
Miscellaneous	70,740	70,740	70,743	3
Total revenues	104,690	104,690	109,351	4,661
EXPENDITURES				
Current:				
Culture and recreation	46,470	67,156	37,754	29,402
Capital outlay	15,000	464,268	306,108	158,160
Total expenditures	61,470	531,424	343,862	187,562
Excess (deficiency) of revenues over expenditures	43,220	(426,734)	(234,511)	192,223
Other financing sources (uses)				
Transfers in	-	-	-	-
Transfers out	-	-	-	-
Total other financing sources (uses)	-	-	-	-
Net change in fund balances	43,220	(426,734)	(234,511)	192,223
Fund balances, beginning of year	1,146,487	1,146,487	1,146,487	-
Fund balances, end of year	<u>\$ 1,189,707</u>	<u>\$ 719,753</u>	<u>\$ 911,976</u>	<u>\$ 192,223</u>

CITY OF PORT ORANGE, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - COMMUNITY DEVELOPMENT BUILDING
FOR THE YEAR ENDED SEPTEMBER 30, 2015

	Budgeted Amounts			Variance with Final Budget - Positive (Negative)
	Original	Final	Actual	
REVENUES				
Taxes	\$ -	\$ -	\$ -	\$ -
Permits and fees	936,200	941,200	1,250,379	309,179
Investment income	7,000	7,000	9,047	2,047
Miscellaneous	-	-	140	140
Total revenues	<u>943,200</u>	<u>948,200</u>	<u>1,259,566</u>	<u>311,366</u>
EXPENDITURES				
Current:				
General government:				
Planning and community development	974,981	994,908	982,921	11,987
Total expenditures	<u>974,981</u>	<u>994,908</u>	<u>982,921</u>	<u>11,987</u>
Excess (deficiency) of revenues over expenditures	<u>(31,781)</u>	<u>(46,708)</u>	<u>276,645</u>	<u>323,353</u>
Other financing sources (uses)				
Transfers in	-	2,613	2,613	-
Transfers out	-	-	-	-
Total other financing sources (uses)	<u>-</u>	<u>2,613</u>	<u>2,613</u>	<u>-</u>
Net change in fund balances	<u>(31,781)</u>	<u>(44,095)</u>	<u>279,258</u>	<u>323,353</u>
Fund balances, beginning of year	1,787,649	1,787,649	1,787,649	-
Fund balances, end of year	<u><u>\$ 1,755,868</u></u>	<u><u>\$ 1,743,554</u></u>	<u><u>\$ 2,066,907</u></u>	<u><u>\$ 323,353</u></u>

CITY OF PORT ORANGE, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - COMMUNITY DEVELOPMENT BLOCK GRANT
FOR THE YEAR ENDED SEPTEMBER 30, 2015

	Budgeted Amounts			Variance with Final Budget - Positive (Negative)
	Original	Final	Actual	
REVENUES				
Taxes	\$ -	\$ -	\$ -	\$ -
Intergovernmental	266,755	289,326	196,373	(92,953)
Investment income	-	-	993	993
Total revenues	<u>266,755</u>	<u>289,326</u>	<u>197,366</u>	<u>(91,960)</u>
EXPENDITURES				
Current:				
Economic environment	53,351	48,551	27,887	20,664
Capital outlay	<u>213,404</u>	<u>240,775</u>	<u>169,432</u>	<u>71,343</u>
Total expenditures	<u>266,755</u>	<u>289,326</u>	<u>197,319</u>	<u>92,007</u>
Excess (deficiency) of revenues over expenditures	<u>-</u>	<u>-</u>	<u>47</u>	<u>47</u>
Other financing sources (uses)				
Transfers in	-	-	-	-
Transfers out	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total other financing sources (uses)	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Net change in fund balances	<u>-</u>	<u>-</u>	<u>47</u>	<u>47</u>
Fund balances, beginning of year	2,098	2,098	2,098	-
Fund balances, end of year	<u><u>\$ 2,098</u></u>	<u><u>\$ 2,098</u></u>	<u><u>\$ 2,145</u></u>	<u><u>\$ 47</u></u>

CITY OF PORT ORANGE, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - DEBT SERVICE FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2015

	Budgeted Amounts			Variance with Final Budget - Positive (Negative)
	Original	Final	Actual	
REVENUES				
Taxes	\$ 1,077,386	\$ 1,077,386	\$ 1,091,869	\$ 14,483
Investment income	6,525	6,525	13,272	6,747
Total revenues	1,083,911	1,083,911	1,105,141	21,230
EXPENDITURES				
Debt service:				
Principal retirement	1,000,000	1,000,000	770,000	230,000
Interest and fiscal charges	1,777,721	1,777,721	1,456,859	320,862
Total expenditures	2,777,721	2,777,721	2,226,859	550,862
Excess (deficiency) of revenues over expenditures	(1,693,810)	(1,693,810)	(1,121,718)	572,092
Other financing sources (uses)				
Transfers in	1,242,071	1,242,071	1,242,071	-
Transfers out	-	-	-	-
Total other financing sources (uses)	1,242,071	1,242,071	1,242,071	-
Net change in fund balances	(451,739)	(451,739)	120,353	572,092
Fund balances, beginning of year	2,875,575	2,875,575	2,875,575	-
Fund balances, end of year	<u>\$ 2,423,836</u>	<u>\$ 2,423,836</u>	<u>\$ 2,995,928</u>	<u>\$ 572,092</u>

CITY OF PORT ORANGE, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - GENERAL CONSTRUCTION
FOR THE YEAR ENDED SEPTEMBER 30, 2015

	Budgeted Amounts			Variance with Final Budget - Positive (Negative)
	Original	Final	Actual	
REVENUES				
Taxes	\$ 1,077,287	\$ 1,077,287	\$ 1,150,175	\$ 72,888
Intergovernmental	-	99,200	3,185	(96,015)
Investment income	2,500	2,500	17,015	14,515
Total revenues	<u>1,079,787</u>	<u>1,178,987</u>	<u>1,170,375</u>	<u>(8,612)</u>
EXPENDITURES				
Current:				
Transportation	744,130	1,073,875	320,406	753,469
Capital outlay	620,000	1,901,087	113,604	1,787,483
Total expenditures	<u>1,364,130</u>	<u>2,974,962</u>	<u>434,010</u>	<u>2,540,952</u>
Excess (deficiency) of revenues over expenditures	<u>(284,343)</u>	<u>(1,795,975)</u>	<u>736,365</u>	<u>2,532,340</u>
Other financing sources (uses)				
Transfers in	-	-	-	-
Transfers out	-	-	-	-
Total other financing sources (uses)	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Net change in fund balances	<u>(284,343)</u>	<u>(1,795,975)</u>	<u>736,365</u>	<u>2,532,340</u>
Fund balances, beginning of year	3,251,523	3,251,523	3,251,523	-
Fund balances, end of year	<u>\$ 2,967,180</u>	<u>\$ 1,455,548</u>	<u>\$ 3,987,888</u>	<u>\$ 2,532,340</u>

CITY OF PORT ORANGE, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - TRANSPORTATION CAPITAL PROJECTS
FOR THE YEAR ENDED SEPTEMBER 30, 2015

	Budgeted Amounts			Variance with Final Budget - Positive (Negative)
	Original	Final	Actual	
REVENUES				
Taxes	\$ -	\$ -	\$ -	\$ -
Investment income	-	-	8,693	8,693
Total revenues	-	-	8,693	8,693
EXPENDITURES				
Capital outlay	-	564,815	351,180	213,635
Debt service:				
Interest and fiscal charges	-	-	6,345	(6,345)
Total expenditures	-	564,815	357,525	207,290
Excess (deficiency) of revenues over expenditures	-	(564,815)	(348,832)	215,983
Other financing sources (uses)				
Transfers in	-	-	-	-
Transfers out	-	-	-	-
Total other financing sources (uses)	-	-	-	-
Net change in fund balances	-	(564,815)	(348,832)	215,983
Fund balances, beginning of year	(841,852)	(841,852)	(841,852)	-
Fund balances, end of year	<u>\$ (841,852)</u>	<u>\$ (1,406,667)</u>	<u>\$ (1,190,684)</u>	<u>\$ 215,983</u>

CITY OF PORT ORANGE, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - CAPITAL IMPROVEMENT BOND CONSTRUCTION
FOR THE YEAR ENDED SEPTEMBER 30, 2015

	Budgeted Amounts			Variance with Final Budget - Positive (Negative)
	Original	Final	Actual	
REVENUES				
Taxes	\$ -	\$ -	\$ -	\$ -
Miscellaneous	-	-	-	-
Total revenues	-	-	-	-
EXPENDITURES				
Capital outlay	-	69,445	69,445	-
Total expenditures	-	69,445	69,445	-
Excess (deficiency) of revenues over expenditures	-	(69,445)	(69,445)	-
Other financing sources (uses)				
Transfers in	-	-	-	-
Transfers out	-	-	-	-
Total other financing sources (uses)	-	-	-	-
Net change in fund balances	-	(69,445)	(69,445)	-
Fund balances, beginning of year	69,927	69,927	69,927	-
Fund balances, end of year	<u>\$ 69,927</u>	<u>\$ 482</u>	<u>\$ 482</u>	<u>\$ -</u>

CITY OF PORT ORANGE, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - FIRE IMPACT
FOR THE YEAR ENDED SEPTEMBER 30, 2015

	Budgeted Amounts			Variance with Final Budget - Positive (Negative)
	Original	Final	Actual	
REVENUES				
Taxes	\$ -	\$ -	\$ -	\$ -
Permits and fees	50,000	50,055	52,560	2,505
Investment income	500	500	1,734	1,234
Total revenues	50,500	50,555	54,294	3,739
EXPENDITURES				
Current:				
Public safety:				
Fire safety	50,500	50,555	1,052	49,503
Capital outlay	-	177	-	177
Total expenditures	50,500	50,732	1,052	49,680
Excess (deficiency) of revenues over expenditures	-	(177)	53,242	53,419
Other financing sources (uses)				
Transfers in	-	-	-	-
Transfers out	-	-	-	-
Total other financing sources (uses)	-	-	-	-
Net change in fund balances	-	(177)	53,242	53,419
Fund balances, beginning of year	329,157	329,157	329,157	-
Fund balances, end of year	<u>\$ 329,157</u>	<u>\$ 328,980</u>	<u>\$ 382,399</u>	<u>\$ 53,419</u>

CITY OF PORT ORANGE, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - TRANSPORTATION IMPACT
FOR THE YEAR ENDED SEPTEMBER 30, 2015

	Budgeted Amounts			Variance with Final Budget - Positive (Negative)
	Original	Final	Actual	
REVENUES				
Taxes	\$ -	\$ -	\$ -	\$ -
Permits and fees	140,000	142,870	283,545	140,675
Intergovernmental	-	681,248	280,207	(401,041)
Investment income	5,000	5,000	9,629	4,629
Total revenues	145,000	829,118	573,381	(255,737)
EXPENDITURES				
Current:				
Transportation	66,154	40,878	5,671	35,207
Capital outlay	78,846	1,492,641	666,325	826,316
Total expenditures	145,000	1,533,519	671,996	861,523
Excess (deficiency) of revenues over expenditures	-	(704,401)	(98,615)	605,786
Other financing sources (uses)				
Transfers in	-	-	-	-
Transfers out	-	-	-	-
Total other financing sources (uses)	-	-	-	-
Net change in fund balances	-	(704,401)	(98,615)	605,786
Fund balances, beginning of year	2,054,731	2,054,731	2,054,731	-
Fund balances, end of year	<u>\$ 2,054,731</u>	<u>\$ 1,350,330</u>	<u>\$ 1,956,116</u>	<u>\$ 605,786</u>

CITY OF PORT ORANGE, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - GENERAL OBLIGATION CAPITAL PROJECTS
FOR THE YEAR ENDED SEPTEMBER 30, 2015

	Budgeted Amounts			Variance with Final Budget - Positive (Negative)
	Original	Final	Actual	
REVENUES				
Taxes	\$ -	\$ -	\$ -	\$ -
Investment income	-	-	905	905
Total revenues	-	-	905	905
EXPENDITURES				
Capital outlay	-	1,095,950	-	1,095,950
Total expenditures	-	1,095,950	-	1,095,950
Excess (deficiency) of revenues over expenditures	-	(1,095,950)	905	1,096,855
Other financing sources (uses)				
Transfers in	-	-	-	-
Transfers out	-	-	-	-
Total other financing sources (uses)	-	-	-	-
Net change in fund balances	-	(1,095,950)	905	1,096,855
Fund balances, beginning of year	1,105,375	1,105,375	1,105,375	-
Fund balances, end of year	<u>\$ 1,105,375</u>	<u>\$ 9,425</u>	<u>\$ 1,106,280</u>	<u>\$ 1,096,855</u>

CITY OF PORT ORANGE, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - CAPITAL REPLACEMENT
FOR THE YEAR ENDED SEPTEMBER 30, 2015

	Budgeted Amounts			Variance with Final Budget - Positive (Negative)
	Original	Final	Actual	
REVENUES				
Taxes	\$ -	\$ -	\$ -	\$ -
Intergovernmental	-	378,125	143,577	(234,548)
Charges for services	-	-	5,000	5,000
Investment income	-	-	8,736	8,736
Total revenues	-	378,125	157,313	(220,812)
EXPENDITURES				
Capital outlay	250,000	2,230,499	804,087	1,426,412
Total expenditures	250,000	2,230,499	804,087	1,426,412
Excess (deficiency) of revenues over expenditures	(250,000)	(1,852,374)	(646,774)	1,205,600
Other financing sources (uses)				
Transfers in	250,000	596,000	596,000	-
Transfers out	-	-	-	-
Total other financing sources (uses)	250,000	596,000	596,000	-
Net change in fund balances	-	(1,256,374)	(50,774)	1,205,600
Fund balances, beginning of year	1,827,084	1,827,084	1,827,084	-
Fund balances, end of year	<u>\$ 1,827,084</u>	<u>\$ 570,710</u>	<u>\$ 1,776,310</u>	<u>\$ 1,205,600</u>

CITY OF PORT ORANGE, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - ECONOMIC DEVELOPMENT CAPITAL
FOR THE YEAR ENDED SEPTEMBER 30, 2015

	Budgeted Amounts			Variance with Final Budget - Positive (Negative)
	Original	Final	Actual	
REVENUES				
Taxes	\$ -	\$ -	\$ -	\$ -
Investment income	-	-	100	100
Total revenues	-	-	100	100
EXPENDITURES				
Capital outlay	-	19,038	-	19,038
Total expenditures	-	19,038	-	19,038
Excess (deficiency) of revenues over expenditures	-	(19,038)	100	19,138
Other financing sources (uses)				
Transfers in	-	-	-	-
Transfers out	-	-	-	-
Total other financing sources (uses)	-	-	-	-
Net change in fund balances	-	(19,038)	100	19,138
Fund balances, beginning of year	19,788	19,788	19,788	-
Fund balances, end of year	<u>\$ 19,788</u>	<u>\$ 750</u>	<u>\$ 19,888</u>	<u>\$ 19,138</u>

CITY OF PORT ORANGE, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - TOWN CENTER BOND PROJECT
FOR THE YEAR ENDED SEPTEMBER 30, 2015

	<u>Budgeted Amounts</u>			Variance with Final Budget - Positive (Negative)
	<u>Original</u>	<u>Final</u>	<u>Actual</u>	
REVENUES				
Taxes	\$ -	\$ -	\$ -	\$ -
Investment income	-	-	2	2
Total revenues	-	-	2	2
EXPENDITURES				
Capital outlay	-	-	-	-
Total expenditures	-	-	-	-
Excess (deficiency) of revenues over expenditures	-	-	2	2
Other financing sources (uses)				
Transfers in	-	-	-	-
Transfers out	-	-	-	-
Total other financing sources (uses)	-	-	-	-
Net change in fund balances	-	-	2	2
Fund balances, beginning of year	333	333	333	-
Fund balances, end of year	<u>\$ 333</u>	<u>\$ 333</u>	<u>\$ 335</u>	<u>\$ 2</u>

CITY OF PORT ORANGE, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - 2014 CAPITAL IMPROVEMENT BOND PROJECT
FOR THE YEAR ENDED SEPTEMBER 30, 2015

	Budgeted Amounts			Variance with Final Budget - Positive (Negative)
	Original	Final	Actual	
REVENUES				
Taxes	\$ -	\$ -	\$ -	\$ -
Investment income	-	-	15,329	15,329
Total revenues	-	-	15,329	15,329
EXPENDITURES				
Capital outlay	-	3,010,000	240,450	2,769,550
Total expenditures	-	3,010,000	240,450	2,769,550
Excess (deficiency) of revenues over expenditures	-	(3,010,000)	(225,121)	2,784,879
Other financing sources (uses)				
Transfers in	-	-	-	-
Transfers out	-	-	-	-
Total other financing sources (uses)	-	-	-	-
Net change in fund balances	-	(3,010,000)	(225,121)	2,784,879
Fund balances, beginning of year	3,002,075	3,002,075	3,002,075	-
Fund balances, end of year	<u>\$ 3,002,075</u>	<u>\$ (7,925)</u>	<u>\$ 2,776,954</u>	<u>\$ 2,784,879</u>

CITY OF PORT ORANGE, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - RECREATION IMPACT
FOR THE YEAR ENDED SEPTEMBER 30, 2015

	Budgeted Amounts			Variance with Final Budget - Positive (Negative)
	Original	Final	Actual	
REVENUES				
Taxes	\$ -	\$ -	\$ -	\$ -
Permits and fees	125,000	126,130	181,475	55,345
Investment income	-	-	2,445	2,445
Total revenues	125,000	126,130	183,920	57,790
EXPENDITURES				
Current:				
Culture and recreation	2,500	3,630	3,629	1
Capital outlay	-	51,092	1,092	50,000
Debt service:				
Principal retirement	170,470	170,470	-	170,470
Interest and fiscal charges	47,098	47,098	47,098	-
Total expenditures	220,068	272,290	51,819	220,471
Excess (deficiency) of revenues over expenditures	(95,068)	(146,160)	132,101	278,261
Other financing sources (uses)				
Transfers in	-	-	-	-
Transfers out	-	-	-	-
Total other financing sources (uses)	-	-	-	-
Net change in fund balances	(95,068)	(146,160)	132,101	278,261
Fund balances, beginning of year	(571,364)	(571,364)	(571,364)	-
Fund balances, end of year	<u>\$ (666,432)</u>	<u>\$ (717,524)</u>	<u>\$ (439,263)</u>	<u>\$ 278,261</u>

CITY OF PORT ORANGE, FLORIDA
COMBINING STATEMENT OF NET POSITION
INTERNAL SERVICE FUNDS
SEPTEMBER 30, 2015

	Data Processing	Vehicle Maintenance	Self- Insurance	Lease & Replacement	Building Maintenance	Loan Pool	Total
ASSETS							
Equity in pooled cash	\$ 653,402	\$ 279,105	\$ 1,951,549	\$ 3,651,418	\$ 939,099	\$ 3,106,157	\$ 10,580,730
Accounts receivable, net	1,394	-	36,188	-	-	-	37,582
Due from other funds	-	-	-	-	-	2,638,826	2,638,826
Total current assets	<u>654,796</u>	<u>279,105</u>	<u>1,987,737</u>	<u>3,651,418</u>	<u>939,099</u>	<u>5,744,983</u>	<u>13,257,138</u>
Noncurrent assets:							
Capital assets:							
Building and improvements	-	242,060	-	-	140,245	-	382,305
Machinery and equipment	1,343,176	108,196	136,000	20,103,457	470,084	-	22,160,913
Construction in progress	-	-	-	55,103	-	-	55,103
Accumulated depreciation	<u>(1,333,350)</u>	<u>(132,300)</u>	<u>(136,000)</u>	<u>(14,376,908)</u>	<u>(416,548)</u>	<u>-</u>	<u>(16,395,106)</u>
Total capital assets, net	<u>9,826</u>	<u>217,956</u>	<u>-</u>	<u>5,781,652</u>	<u>193,781</u>	<u>-</u>	<u>6,203,215</u>
Total assets	<u><u>\$ 664,622</u></u>	<u><u>\$ 497,061</u></u>	<u><u>\$ 1,987,737</u></u>	<u><u>\$ 9,433,070</u></u>	<u><u>\$ 1,132,880</u></u>	<u><u>\$ 7,474,474</u></u>	<u><u>\$ 21,189,844</u></u>
LIABILITIES							
Current liabilities:							
Accounts payable and accrued liabilities	\$ 24,526	\$ 23,175	\$ 372,711	\$ 448,246	\$ 28,022	\$ -	\$ 896,680
Estimated claims payable	-	-	353,000	-	-	-	353,000
Compensated absences	8,410	2,788	298	-	3,869	-	15,365
Total current liabilities	<u>32,936</u>	<u>25,963</u>	<u>726,009</u>	<u>448,246</u>	<u>31,891</u>	<u>-</u>	<u>1,265,045</u>
Noncurrent liabilities:							
Compensated absences	<u>75,688</u>	<u>23,279</u>	<u>4,489</u>	<u>-</u>	<u>34,818</u>	<u>-</u>	<u>138,274</u>
Total noncurrent liabilities	<u>75,688</u>	<u>23,279</u>	<u>4,489</u>	<u>-</u>	<u>34,818</u>	<u>-</u>	<u>138,274</u>
Total liabilities	<u><u>\$ 108,624</u></u>	<u><u>\$ 49,242</u></u>	<u><u>\$ 730,498</u></u>	<u><u>\$ 448,246</u></u>	<u><u>\$ 66,709</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 1,403,319</u></u>
NET POSITION							
Net investment in capital assets	\$ 9,826	\$ 217,956	\$ -	\$ 5,781,652	\$ 193,781	\$ -	\$ 6,203,215
Unrestricted	546,172	229,863	1,257,239	3,203,172	872,390	7,474,474	13,583,310
Total net position	<u><u>\$ 555,998</u></u>	<u><u>\$ 447,819</u></u>	<u><u>\$ 1,257,239</u></u>	<u><u>\$ 8,984,824</u></u>	<u><u>\$ 1,066,171</u></u>	<u><u>\$ 7,474,474</u></u>	<u><u>\$ 19,786,525</u></u>

CITY OF PORT ORANGE, FLORIDA
COMBINING STATEMENT OF REVENUE, EXPENSES, AND CHANGES IN NET POSITION
INTERNAL SERVICE FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2015

	Data Processing	Vehicle Maintenance	Self- Insurance	Lease & Replacement	Building Maintenance	Loan Pool	Total
Operating revenues							
Charges for services	\$ 1,676,909	\$ 819,916	\$ 1,682,594	\$ 1,735,671	\$ 2,020,502	\$ -	\$ 7,935,592
Other revenues	768	2,338	189,673	132,036	426	-	325,241
Total operating revenues	<u>1,677,677</u>	<u>822,254</u>	<u>1,872,267</u>	<u>1,867,707</u>	<u>2,020,928</u>	<u>-</u>	<u>8,260,833</u>
Operating expenses							
Personal services	750,716	288,809	284,599	-	303,454	-	1,627,578
Contractual services	472,618	151,671	1,072,518	-	227,518	-	1,924,325
Utilities	-	-	491	-	440,576	-	441,067
Maintenance and repairs	225,169	40,519	5	-	141,803	-	407,496
Other supplies and expenses	111,033	399,910	4,928	93,201	17,378	-	626,450
Insurance claims and expenses	-	-	563,164	-	-	-	563,164
Depreciation	13,940	24,206	-	1,373,713	94,030	-	1,505,889
Total operating expenses	<u>1,573,476</u>	<u>905,115</u>	<u>1,925,705</u>	<u>1,466,914</u>	<u>1,224,759</u>	<u>-</u>	<u>7,095,969</u>
Operating income (loss)	<u>104,201</u>	<u>(82,861)</u>	<u>(53,438)</u>	<u>400,793</u>	<u>796,169</u>	<u>-</u>	<u>1,164,864</u>
Nonoperating revenues (expenses)							
Interest earnings	2,666	1,552	6,140	20,375	4,804	104,874	140,411
Total nonoperating revenues (expenses)	<u>2,666</u>	<u>1,552</u>	<u>6,140</u>	<u>20,375</u>	<u>4,804</u>	<u>104,874</u>	<u>140,411</u>
Income (loss) before contributions and tran	<u>106,867</u>	<u>(81,309)</u>	<u>(47,298)</u>	<u>421,168</u>	<u>800,973</u>	<u>104,874</u>	<u>1,305,275</u>
Transfers in	1,911	-	4,104	-	-	-	6,015
Transfers out	-	-	-	-	(626,257)	-	(626,257)
Change in net position	<u>108,778</u>	<u>(81,309)</u>	<u>(43,194)</u>	<u>421,168</u>	<u>174,716</u>	<u>104,874</u>	<u>685,033</u>
Net position, beginning of year, as restated	447,220	529,128	1,300,433	8,563,656	891,455	7,369,600	19,101,492
Net position, end of year	<u>\$ 555,998</u>	<u>\$ 447,819</u>	<u>\$ 1,257,239</u>	<u>\$ 8,984,824</u>	<u>\$ 1,066,171</u>	<u>\$ 7,474,474</u>	<u>\$ 19,786,525</u>

**CITY OF PORT ORANGE, FLORIDA
COMBINING STATEMENT OF CASH FLOWS
INTERNAL SERVICE FUNDS
SEPTEMBER 30, 2015**

	Data Processing	Vehicle Maintenance	Self- Insurance	Lease & Replacement	Building Maintenance	Loan Pool	Total
Cash flows from operating activities							
Cash received from customers	\$ 1,677,677	\$ 822,254	\$ 1,874,190	\$ 1,867,707	\$ 2,020,928	\$ -	\$ 8,262,756
Cash paid to employees	(741,583)	(286,633)	(275,611)	-	(298,063)	-	(1,601,890)
Cash paid to suppliers	(826,533)	(585,900)	(1,312,949)	286,984	(833,551)	-	(3,271,949)
Net cash provided by (used in)							
operating activities	<u>109,561</u>	<u>(50,279)</u>	<u>285,630</u>	<u>2,154,691</u>	<u>889,314</u>	<u>-</u>	<u>3,388,917</u>
Cash flows from noncapital financing activities							
Transfers from other funds	1,911	-	4,104	-	-	-	6,015
Transfers to other funds	-	-	-	-	(626,257)	-	(626,257)
Interfund loans	-	-	-	-	-	(1,705,249)	(1,705,249)
Net cash provided by (used in)							
noncapital financing activities	<u>1,911</u>	<u>-</u>	<u>4,104</u>	<u>-</u>	<u>(626,257)</u>	<u>(1,705,249)</u>	<u>(2,325,491)</u>
Cash flows from capital and related financing activities							
Acquisition and construction of capital assets	-	-	-	(1,853,978)	(8,340)	-	(1,862,318)
Net cash provided by (used in) capital and related financing activities	<u>-</u>	<u>-</u>	<u>-</u>	<u>(1,853,978)</u>	<u>(8,340)</u>	<u>-</u>	<u>(1,862,318)</u>
Cash flows from investing activities							
Interest received	2,666	1,552	6,140	20,375	4,804	104,874	140,411
Net cash provided by (used in) investment activities	<u>2,666</u>	<u>1,552</u>	<u>6,140</u>	<u>20,375</u>	<u>4,804</u>	<u>104,874</u>	<u>140,411</u>
Net increase (decrease) in cash and cash equivalents	<u>114,138</u>	<u>(48,727)</u>	<u>295,874</u>	<u>321,088</u>	<u>259,521</u>	<u>(1,600,375)</u>	<u>(658,481)</u>
Cash and cash equivalents, beginning of year	539,264	327,832	1,655,675	3,330,330	679,578	4,706,532	11,239,211
Cash and cash equivalents, end of year	<u>\$ 653,402</u>	<u>\$ 279,105</u>	<u>\$ 1,951,549</u>	<u>\$ 3,651,418</u>	<u>\$ 939,099</u>	<u>\$ 3,106,157</u>	<u>\$ 10,580,730</u>
Reconciliation of operating income to net cash provided by (used in) operating activities:							
Operating income (loss)	\$ 104,201	\$ (82,861)	\$ (53,438)	\$ 400,793	\$ 796,169	\$ -	\$ 1,164,864
Adjustments to reconcile net operating income to net cash provided by (used in) operating activities:							
Depreciation	13,940	24,206	-	1,373,713	94,030	-	1,505,889
Changes in assets and liabilities:							
Accounts receivable	-	-	1,923	-	-	-	1,923
Prepaid items	-	-	48,659	-	-	-	48,659
Accounts payable and accrued liabilities	(17,713)	6,200	279,498	380,185	(6,276)	-	641,894
Compensated absences	9,133	2,176	3,988	-	5,391	-	20,688
Net OPEB obligation	-	-	5,000	-	-	-	5,000
Net cash provided by (used in) operating activities	<u>\$ 109,561</u>	<u>\$ (50,279)</u>	<u>\$ 285,630</u>	<u>\$ 2,154,691</u>	<u>\$ 889,314</u>	<u>\$ -</u>	<u>\$ 3,388,917</u>

Statistical Section

This part of the City of Port Orange's, Florida's comprehensive annual financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the City's overall financial health.

Contents

Financial Trends

These schedules contain trend information to help the reader understand how the City's financial performance and well-being have changed over time.

Revenue Capacity

These schedules contain information to help the reader assess the factors affecting the City's ability to generate its property and sales taxes.

Debt Capacity

These schedules present information to help the reader assess the affordability of the City's current levels of outstanding debt and the City's ability to issue additional debt in the future.

Demographic and Economic Information

These schedules offer demographic and economic indicators to help the reader understand the environment within which the City's financial activities take place and help make comparisons over time and with other governments.

Operating Information

These schedules contain information about the City's operations and resources to help the reader understand how the City's financial information relates to the services the City provides and the activities it performs.

Sources: Unless otherwise noted, the information in these schedules is derived from the comprehensive annual financial reports for the relevant year.

NET POSITION BY COMPONENT
LAST TEN FISCAL YEARS
September 30, 2015
CITY OF PORT ORANGE, FLORIDA
(Accrual basis of accounting)
(Shown in thousands)

Table I

	Fiscal Year									
	2015	2014	2013	2012	2011	2010	2009	2008	2007	2006
Governmental Activities:										
Net investment in capital assets.....	\$ 96,276	\$ 95,288	\$ 90,770	\$ 87,750	\$ 85,065	\$ 85,762	\$ 83,859	\$ 70,186	\$ 58,203	\$ 57,563
Restricted.....	15,597	18,164	17,480	15,730	13,831	13,491	7,014	13,267	21,237	21,546
Unrestricted.....	<u>(8,215)</u>	<u>24,170</u>	<u>24,317</u>	<u>23,972</u>	<u>22,911</u>	<u>19,901</u>	<u>26,943</u>	<u>32,505</u>	<u>30,574</u>	<u>23,942</u>
Total governmental activities net position.....	<u>\$ 103,658</u>	<u>\$ 137,622</u>	<u>\$ 132,567</u>	<u>\$ 127,452</u>	<u>\$ 121,807</u>	<u>\$ 119,154</u>	<u>\$ 117,816</u>	<u>\$ 115,958</u>	<u>\$ 110,014</u>	<u>\$ 103,051</u>
Business-type Activities:										
Net investment in capital assets.....	\$ 180,198	\$ 174,390	\$ 167,342	\$ 162,682	\$ 151,064	\$ 139,554	\$ 130,783	\$ 115,417	\$ 105,609	\$ 91,040
Restricted.....	14,299	15,142	14,549	14,541	20,344	22,149	16,521	30,975	30,434	26,931
Unrestricted.....	<u>19,633</u>	<u>19,379</u>	<u>19,082</u>	<u>16,023</u>	<u>16,311</u>	<u>17,213</u>	<u>22,862</u>	<u>15,004</u>	<u>14,716</u>	<u>12,343</u>
Total business-type activities net position.....	<u>\$ 214,130</u>	<u>\$ 208,911</u>	<u>\$ 200,973</u>	<u>\$ 193,246</u>	<u>\$ 187,719</u>	<u>\$ 178,916</u>	<u>\$ 170,166</u>	<u>\$ 161,396</u>	<u>\$ 150,759</u>	<u>\$ 130,314</u>
Primary Government:										
Net investment in capital assets.....	\$ 276,474	\$ 269,678	\$ 258,112	\$ 250,432	\$ 236,129	\$ 225,316	\$ 214,642	\$ 185,603	\$ 163,812	148,603
Restricted.....	29,896	33,306	32,029	30,271	34,175	35,640	23,535	44,242	51,671	48,477
Unrestricted.....	<u>11,418</u>	<u>43,549</u>	<u>43,399</u>	<u>39,995</u>	<u>39,222</u>	<u>37,114</u>	<u>49,805</u>	<u>47,509</u>	<u>45,290</u>	<u>36,285</u>
Total primary government net position.....	<u>\$ 317,788</u>	<u>\$ 346,533</u>	<u>\$ 333,540</u>	<u>\$ 320,698</u>	<u>\$ 309,526</u>	<u>\$ 298,070</u>	<u>\$ 287,982</u>	<u>\$ 277,354</u>	<u>\$ 260,773</u>	<u>\$ 233,365</u>

* In 2015, GASB #68 was implemented, resulting in the recording of the net pension liability, which ultimately impacted unrestricted net position

* In 2013, GASB #65 was implemented, resulting in the write-off of unamortized debt issuance costs

* In 2006, due to implementation of financial disclosures as promulgated by Governmental Accounting Standards Board's Statement #34, City Infrastructure (Roads, Bridges and Sidewalks) assets were included with amounts invested in capital assets.

CHANGES IN NET POSITION
LAST TEN FISCAL YEARS
September 30, 2015
CITY OF PORT ORANGE, FLORIDA
(Accrual basis of accounting)
(Shown in thousands)

Table II

	Fiscal Year									
	2015	2014	2013	2012	2011	2010	2009	2008	2007	2006
Expenses:										
Governmental Activities:										
General government.....	\$ 5,840	\$ 5,084	\$ 5,509	\$ 5,101	\$ 7,554	\$ 7,803	\$ 10,421	\$ 7,763	\$ 11,232	\$ 8,679
Public safety.....	18,562	19,807	19,193	17,735	18,229	19,344	19,893	19,117	18,348	18,018
Transportation.....	5,491	2,225	2,017	2,957	2,981	663	587	570	-	-
Economic environment.....	36	95	111	234	333	3,738	5,317	3,153	4,721	3,182
Culture/recreation.....	4,094	3,889	3,843	3,721	3,681	3,638	3,687	3,886	3,835	3,005
Interest on long-term debt.....	1,715	2,100	1,937	2,018	2,116	2,155	2,318	2,677	2,248	1,425
Total governmental activities expenses.....	<u>35,738</u>	<u>33,200</u>	<u>32,610</u>	<u>31,766</u>	<u>34,894</u>	<u>37,341</u>	<u>42,223</u>	<u>37,166</u>	<u>40,384</u>	<u>34,309</u>
Business-Type Activities:										
Water.....	20,800	20,870	19,795	19,341	20,875	20,544	22,004	21,466	20,322	19,020
Solid waste.....	6,573	6,456	6,213	6,218	7,764	7,648	7,926	7,881	7,699	4,842
Stormwater.....	3,165	1,966	1,901	1,944	2,521	2,625	1,974	1,976	1,919	1,932
Golf course.....	1,530	1,638	1,552	1,550	1,543	1,708	1,679	1,727	1,812	1,566
Total business-type activities expenses.....	<u>32,068</u>	<u>30,930</u>	<u>29,461</u>	<u>29,053</u>	<u>32,703</u>	<u>32,525</u>	<u>33,583</u>	<u>33,050</u>	<u>31,752</u>	<u>27,360</u>
Total primary government expenses.....	<u>\$ 67,806</u>	<u>\$ 64,130</u>	<u>\$ 62,071</u>	<u>\$ 60,819</u>	<u>\$ 67,597</u>	<u>\$ 69,866</u>	<u>\$ 75,806</u>	<u>\$ 70,216</u>	<u>\$ 72,136</u>	<u>\$ 61,669</u>
Program Revenues:										
Governmental Activities:										
Charges for services:										
General government.....	\$ 2,510	\$ 2,384	\$ 2,402	\$ 2,166	\$ 2,380	\$ 1,736	\$ 3,285	\$ 3,322	\$ 3,490	\$ 2,942
Public safety.....	327	444	416	463	1,653	521	537	472	746	399
Public works.....	208	42	104	297	273	279	82	8	5	1
Economic environment.....	28	30	30	33	-	-	41	-	-	-
Culture/recreation.....	701	687	1,006	1,180	991	801	920	1,004	660	988
Operating grants and contributions.....	1,213	1,281	1,155	1,138	181	1,305	912	703	300	625
Capital grants and contributions.....	3,768	3,473	3,716	2,674	1,006	2,005	1,823	2,909	4,624	11,123
Total governmental activities program revenues	<u>8,755</u>	<u>8,341</u>	<u>8,829</u>	<u>7,951</u>	<u>6,484</u>	<u>6,647</u>	<u>7,600</u>	<u>8,418</u>	<u>9,825</u>	<u>16,078</u>
Business-Type Activities:										
Charges for services:										
Water and sewer.....	25,925	25,133	23,807	24,858	24,416	24,591	24,837	25,229	23,595	21,725
Solid waste.....	7,052	6,984	6,724	6,792	8,033	7,953	7,847	7,986	7,874	5,518
Stormwater.....	3,861	3,808	3,802	3,716	3,738	3,659	3,510	3,480	3,499	3,326
Golf course.....	1,005	1,493	1,591	1,634	1,619	1,531	1,618	1,852	1,822	1,822
Operating grants and contributions.....	-	-	-	-	-	563	-	-	-	-
Capital grants and contributions.....	2,182	2,824	3,644	1,231	1,660	3,179	4,190	5,260	14,673	5,556
Total business-type activities program revenue..	<u>40,025</u>	<u>40,242</u>	<u>39,568</u>	<u>38,231</u>	<u>39,466</u>	<u>41,476</u>	<u>42,002</u>	<u>43,807</u>	<u>51,463</u>	<u>37,947</u>
Total primary government program revenues.....	<u>\$ 48,780</u>	<u>\$ 48,583</u>	<u>\$ 48,397</u>	<u>\$ 46,182</u>	<u>\$ 45,950</u>	<u>\$ 48,123</u>	<u>\$ 49,602</u>	<u>\$ 52,225</u>	<u>\$ 61,288</u>	<u>\$ 54,025</u>
Net (Expense)/Revenue:										
Governmental activities.....	\$ (26,983)	\$ (24,859)	\$ (23,781)	\$ (23,815)	\$ (28,410)	\$ (30,694)	\$ (34,623)	\$ (28,748)	\$ (30,559)	\$ (18,231)
Business-type activities.....	<u>7,957</u>	<u>9,312</u>	<u>10,107</u>	<u>9,178</u>	<u>6,763</u>	<u>8,951</u>	<u>8,419</u>	<u>10,757</u>	<u>19,711</u>	<u>10,587</u>
Total primary government net expense.....	<u>\$ (19,026)</u>	<u>\$ (15,547)</u>	<u>\$ (13,674)</u>	<u>\$ (14,637)</u>	<u>\$ (21,647)</u>	<u>\$ (21,743)</u>	<u>\$ (26,204)</u>	<u>\$ (17,991)</u>	<u>\$ (10,848)</u>	<u>\$ (7,644)</u>
General Revenues and Other Changes in Net Position:										
Governmental Activities:										
Taxes:										
Property taxes.....	\$ 11,643	\$ 11,553	\$ 11,646	\$ 11,985	\$ 12,215	\$ 12,569	\$ 15,056	\$ 14,023	\$ 14,886	\$ 12,272
Sales taxes.....	2,956	2,742	2,592	2,482	2,336	2,309	2,346	2,591	2,796	2,931
Local option gas taxes.....	-	-	-	-	1,099	1,112	1,125	1,120	1,188	1,214
Franchise and utility taxes.....	10,297	10,123	9,590	9,493	9,869	10,008	9,832	9,634	9,223	9,104
Other taxes.....	850	840	824	743	744	691	571	1,924	1,357	209
Intergovernmental revenues.....	2,409	2,131	2,001	2,170	1,950	2,101	1,788	2,231	3,039	3,896
Investment earnings.....	335	288	298	535	324	626	1,877	2,277	3,106	1,761
Miscellaneous revenue.....	125	311	500	246	883	839	2,859	640	756	1,055
Transfers.....	935	1,740	1,806	1,795	1,643	1,776	1,027	492	1,171	1,244
Total governmental activities.....	<u>29,550</u>	<u>29,728</u>	<u>29,257</u>	<u>29,449</u>	<u>31,063</u>	<u>32,031</u>	<u>36,481</u>	<u>34,932</u>	<u>37,522</u>	<u>33,686</u>
Business-Type Activities:										
Investment earnings.....	172	81	83	298	229	1,180	1,326	1,851	1,905	1,194
Miscellaneous revenue.....	325	246	166	846	454	394	51	-	-	-
Transfers.....	(935)	(1,740)	(1,806)	(1,795)	(1,643)	(1,776)	(1,027)	(508)	(1,171)	(1,244)
Total business-type activities.....	<u>(438)</u>	<u>(1,413)</u>	<u>(1,557)</u>	<u>(651)</u>	<u>(960)</u>	<u>(202)</u>	<u>350</u>	<u>1,343</u>	<u>734</u>	<u>(50)</u>
Total primary government.....	<u>\$ 29,112</u>	<u>\$ 28,315</u>	<u>\$ 27,700</u>	<u>\$ 28,798</u>	<u>\$ 30,103</u>	<u>\$ 31,829</u>	<u>\$ 36,831</u>	<u>\$ 36,275</u>	<u>\$ 38,256</u>	<u>\$ 33,636</u>
Changes in Net Position:										
Governmental activities.....	\$ 2,567	\$ 4,869	\$ 5,476	\$ 5,634	\$ 2,653	\$ 1,337	\$ 1,858	\$ 6,184	\$ 6,963	\$ 15,455
Business-type activities.....	<u>7,519</u>	<u>7,899</u>	<u>8,550</u>	<u>8,527</u>	<u>5,803</u>	<u>8,749</u>	<u>8,769</u>	<u>12,100</u>	<u>20,445</u>	<u>10,537</u>
Total primary government.....	<u>\$ 10,086</u>	<u>\$ 12,768</u>	<u>\$ 14,026</u>	<u>\$ 14,161</u>	<u>\$ 8,456</u>	<u>\$ 10,086</u>	<u>\$ 10,627</u>	<u>\$ 18,284</u>	<u>\$ 27,408</u>	<u>\$ 25,992</u>

*Local option gas taxes reported as transportation operating grants beginning in FY2012.

FUND BALANCES - GOVERNMENTAL FUNDS
LAST TEN FISCAL YEARS

Table III

September 30, 2015
 CITY OF PORT ORANGE, FLORIDA
(Accrual basis of accounting)
(Shown in thousands)

	Fiscal Year									
	2015	2014	2013	2012	2011	2010	2009	2008	2007	2006
General Fund:										
Nonspendable.....	\$ 34	\$ 370	\$ 60	\$ 94	\$ 83	\$ -	\$ -	\$ -	\$ -	\$ -
Restricted.....	561	545	689	658	626	-	-	-	-	-
Committed.....	-	-	-	-	-	-	-	-	-	-
Assigned.....	1,742	1,954	1,845	1,761	1,233	-	-	-	-	-
Unassigned.....	15,465	14,035	13,079	11,813	11,187	-	-	-	-	-
Reserved.....	-	-	-	-	-	528	685	1,713	2,526	2,415
Unreserved.....	-	-	-	-	-	11,587	10,727	9,524	12,406	11,152
Total general fund.....	<u>\$ 17,802</u>	<u>\$ 16,904</u>	<u>\$ 15,673</u>	<u>\$ 14,326</u>	<u>\$ 13,129</u>	<u>\$ 12,115</u>	<u>\$ 11,412</u>	<u>\$ 11,237</u>	<u>\$ 14,932</u>	<u>\$ 13,567</u>
Other Governmental Funds:										
Nonspendable.....	\$ 10	\$ 10	\$ 10	\$ 10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Restricted.....	15,847	14,945	14,964	13,519	13,204	-	-	-	-	-
Committed.....	-	-	-	-	178	-	-	-	-	-
Assigned.....	2,575	2,989	3,333	3,594	3,409	-	-	-	-	-
Unassigned.....	(2,929)	(1,884)	(1,647)	(2,232)	(7,235)	-	-	-	-	-
Reserved, reported in:										
Special revenue funds.....	-	-	-	-	-	1,049	1,337	73	340	81
Capital projects funds.....	-	-	-	-	-	6,586	4,233	18,932	18,405	18,787
Debt service funds.....	-	-	-	-	-	4,369	4,169	4,609	2,845	2,637
Unreserved, reported in:										
Special revenue funds.....	-	-	-	-	-	1,617	1,760	2,797	1,494	(666)
Capital projects funds.....	-	-	-	-	-	844	5,775	3,804	10,167	7,688
Total all other governmental funds.....	<u>\$ 15,503</u>	<u>\$ 16,060</u>	<u>\$ 16,660</u>	<u>\$ 14,891</u>	<u>\$ 9,556</u>	<u>\$ 14,465</u>	<u>\$ 17,274</u>	<u>\$ 30,215</u>	<u>\$ 33,251</u>	<u>\$ 28,527</u>

*GASB 54 was implemented in Fiscal Year 2011.

**CHANGES IN FUND BALANCES - GOVERNMENTAL FUNDS
LAST TEN FISCAL YEARS**

September 30, 2015
CITY OF PORT ORANGE, FLORIDA
(Accrual basis of accounting)
(Shown in thousands)

Table IV

	Fiscal Year									
	2015	2014	2013	2012	2011	2010	2009	2008	2007	2006
Revenue:										
Taxes.....	\$ 20,675	\$ 20,463	\$ 20,241	\$ 20,457	\$ 20,765	\$ 21,193	\$ 25,658	\$ 29,017	\$ 29,243	\$ 25,521
Permits and fees.....	5,101	6,363	5,517	4,948	4,654	4,578	5,565	3,081	2,509	1,186
Intergovernmental.....	6,066	5,967	4,961	5,412	5,408	5,953	3,360	3,029	3,821	4,465
Charges for services.....	3,423	3,122	3,196	2,986	3,523	2,978	3,454	5,956	4,598	4,360
Fines and forfeitures.....	127	160	182	195	349	236	232	284	492	310
Miscellaneous.....	634	939	852	802	1,209	1,465	12,629	2,629	3,499	2,386
Total revenue.....	36,026	37,014	34,949	34,800	35,908	36,403	50,898	43,996	44,162	38,228
Expenditures:										
Current:										
General government.....	6,921	6,340	6,381	6,501	6,948	7,163	8,836	8,268	10,684	7,972
Public safety.....	19,346	19,508	18,530	17,259	19,038	19,373	20,309	19,056	17,622	17,179
Transportation.....	2,287	2,130	2,010	2,920	3,067	3,782	2,253	3,172	4,683	3,175
Economic environment.....	44	101	111	234	344	1,189	1,244	571	-	-
Culture/recreation.....	2,825	2,644	2,848	2,619	2,574	2,821	3,098	2,857	2,834	2,713
Capital outlay.....	3,303	6,511	1,353	1,480	2,300	3,605	16,976	19,682	10,381	7,492
Debt service:										
Principal retirement.....	770	960	1,000	965	925	850	11,136	2,125	1,203	467
Interest and fiscal charges.....	1,535	1,890	1,942	2,010	2,093	2,128	2,667	2,298	2,229	1,465
Payment to refunded bond escrow agent.....	-	16,118	-	-	-	-	-	-	-	-
Refunding bond issuance costs.....	-	178	-	-	-	-	-	-	-	-
Total expenditures.....	37,031	56,380	34,175	33,988	37,289	40,911	66,519	58,029	49,636	40,463
Excess (deficiency) of revenue over (under) expenditures.....	(1,005)	(19,366)	774	812	(1,381)	(4,508)	(15,621)	(14,033)	(5,474)	(2,235)
Other Financing Sources (Uses):										
Debt proceeds.....	-	17,421	-	-	-	-	-	6,164	9,763	21,110
Transfers in.....	3,551	6,672	3,007	3,657	4,631	3,841	16,842	11,857	7,774	5,161
Transfers out.....	(1,995)	(4,095)	(575)	(2,819)	(2,365)	(1,440)	(13,986)	(10,879)	(5,968)	(3,287)
Total other financing sources (uses).....	1,556	19,998	2,432	838	2,266	2,401	2,856	7,142	11,569	22,984
Net change in fund balances.....	\$ 551	\$ 632	\$ 3,206	\$ 1,650	\$ 885	\$ (2,107)	\$ (12,765)	\$ (6,891)	\$ 6,095	\$ 20,749
Debt service as a percentage of noncapital expenditures.....	2.3%	2.2%	3.3%	3.2%	8.6%	2.3%	16.7%	5.5%	3.1%	1.4%

TAX REVENUES BY SOURCE - GOVERNMENTAL FUNDS

LAST TEN FISCAL YEARS

September 30, 2015

CITY OF PORT ORANGE, FLORIDA

(Accrual basis of accounting)

Table V

	Fiscal Year									
	2015	2014	2013	2012	2011	2010	2009	2008	2007	2006
Ad Valorem Property Tax:										
City operating and debt service.....	\$ 11,534,899	\$ 11,432,100	\$ 11,528,507	\$ 11,871,639	\$ 12,065,637	\$ 12,296,071	\$ 14,189,613	\$ 13,229,544	\$ 14,067,823	\$ 11,746,289
Tax increment districts ⁽¹⁾	<u>267,167</u>	<u>243,250</u>	<u>257,103</u>	<u>334,192</u>	<u>400,899</u>	<u>676,536</u>	<u>833,612</u>	<u>765,886</u>	<u>794,734</u>	<u>513,041</u>
Total property tax.....	<u>\$ 11,802,066</u>	<u>\$ 11,675,350</u>	<u>\$ 11,785,610</u>	<u>\$ 12,205,831</u>	<u>\$ 12,466,536</u>	<u>\$ 12,972,607</u>	<u>\$ 15,023,225</u>	<u>\$ 13,995,430</u>	<u>\$ 14,862,557</u>	<u>\$ 12,259,330</u>
Sales and use tax.....	\$ 2,956,303	\$ 2,741,746	\$ 2,591,545	\$ 2,481,736	\$ 2,335,607	\$ 2,309,484	\$ 2,346,256	\$ 2,591,217	\$ 2,795,889	\$ 2,930,833
Franchise tax ⁽²⁾	3,256,092	3,148,545	2,917,256	2,891,121	3,164,839	3,157,449	3,409,468	3,205,491	3,173,417	3,189,175
Utility service taxes ⁽³⁾	5,153,922	5,002,092	4,599,252	4,302,065	4,387,939	4,404,865	4,000,057	3,868,132	3,859,983	3,802,848
Communications services tax.....	1,886,648	1,972,034	2,075,119	2,299,666	2,316,037	2,446,151	2,423,136	2,560,026	2,189,324	2,111,948

⁽¹⁾ Includes pro-rata share of other government tax increment reported as intergovernmental revenue in the governmental fund financial statements.

⁽²⁾ Effective in 2010, franchise taxes are reported as permits and fees in the governmental fund financial statements.

**ASSESSED VALUE AND ESTIMATED ACTUAL VALUE OF TAXABLE PROPERTY
LAST TEN FISCAL YEARS**

September 30, 2015

CITY OF PORT ORANGE, FLORIDA

(in thousands)

Table VI

Fiscal Year Ended September 30,	Residential Property	Commercial Property	Industrial Property	Other Property	Less: Tax-Exempt Property	Total Just Value	Total Direct Tax Rate	Assessed Taxable Value	Assessed Value as a Percentage of Total Just Value
2006	2,957,834	395,040	61,312	1,592,105	1,233,856	3,772,435	4.859	2,538,579	67.29%
2007	5,035,459	827,747	137,958	896,726	1,860,452	5,037,437	5.085	3,176,985	63.07%
2008	5,167,936	1,063,668	139,557	859,756	1,899,637	5,331,279	4.418	3,431,642	64.37%
2009	4,609,670	1,144,669	150,242	832,732	1,863,168	4,874,145	5.021	3,010,977	61.77%
2010	3,470,025	1,036,297	130,846	596,656	1,343,777	3,890,047	5.100	2,546,270	65.46%
2011	3,073,396	850,955	99,580	502,426	1,118,101	3,408,255	5.101	2,290,154	67.19%
2012	2,986,815	839,544	111,851	482,771	1,083,012	3,337,969	5.515	2,254,957	67.55%
2013	2,923,702	838,015	117,418	469,671	1,054,530	3,294,276	5.372	2,239,747	67.99%
2014	3,011,211	867,376	116,791	486,258	1,092,756	3,388,880	5.190	2,296,124	67.75%
2015	3,359,289	967,639	130,292	542,466	1,276,462	3,723,224	4.921	2,446,762	65.72%

Source: Volusia County Property Tax Appraiser

Note: The total direct tax rate is the rate per thousand dollars of assessed taxable value

**PROPERTY TAX RATES AND TAX LEVIES-
ALL DIRECT AND OVERLAPPING GOVERNMENTS-
LAST TEN FISCAL YEARS**

September 30, 2015

CITY OF PORT ORANGE, FLORIDA

Table VII

Fiscal Year	City of Port Orange			School District	Volusia County	Florida Inland Navigation District	Volusia Hospital District	Halifax Hospital District	Ponce DeLeon Inlet and Port Authority	St. Johns River Water Management District	Mosquito Control District
	Operating	Debt Service	Total								
<u>Tax Levies</u>											
2006	12,143,895	148,004	12,291,899	20,892,939	15,922,044	98,659	7,589,153	5,944,837	227,675	1,168,730	602,073
2007	14,804,752	1,350,473	16,155,225	24,415,132	16,308,419	123,902	8,736,710	7,040,199	228,743	1,467,767	603,627
2008	13,877,561	1,282,748	15,160,309	25,624,072	16,140,180	118,392	8,579,105	7,442,477	231,636	1,426,877	612,754
2009	13,850,494	1,268,826	15,119,320	22,458,877	16,271,319	105,384	9,653,192	6,774,698	234,856	1,252,566	620,261
2010	11,712,841	1,273,644	12,986,485	19,873,636	16,230,790	87,846	9,163,261	5,729,107	238,331	1,058,739	533,851
2011	11,336,261	1,284,548	12,620,809	18,863,996	14,433,693	79,010	7,442,999	4,580,307	212,755	952,246	476,352
2012	11,162,036	1,272,923	12,434,959	18,181,718	15,286,579	77,796	7,444,741	3,946,175	209,486	747,067	469,031
2013	10,762,210	1,269,713	12,031,923	17,667,127	15,411,477	77,271	6,786,434	2,799,684	208,073	742,028	465,867
2014	10,789,717	1,127,397	11,917,114	16,952,304	16,751,632	79,486	6,771,476	2,303,928	214,034	756,380	479,217
2015	10,909,866	1,130,404	12,040,270	17,949,446	17,790,162	84,413	6,812,275	2,446,762	227,304	774,155	459,991
<u>Tax Rates per Thousand Dollars of Assessed Valuation</u>											
2006	4.80000	0.05850	4.85850	8.259	6.294	0.039	3.000	2.350	0.090	0.462	0.238
2007	4.66000	0.42508	5.08508	7.685	5.1333	0.039	2.750	2.216	0.072	0.462	0.190
2008	4.04400	0.37380	4.41780	7.467	4.703	0.035	2.500	2.169	0.068	0.416	0.179
2009	4.60000	0.42140	5.02140	7.459	5.404	0.035	3.206	2.250	0.078	0.416	0.206
2010	4.60000	0.50020	5.10020	7.805	6.374	0.035	3.599	2.250	0.094	0.416	0.210
2011	4.95000	0.56090	5.51090	8.237	6.303	0.035	3.250	2.000	0.093	0.416	0.208
2012	4.95000	0.56450	5.51450	8.063	6.779	0.035	3.302	1.750	0.093	0.331	0.208
2013	4.80510	0.56690	5.37200	7.888	6.881	0.035	3.030	1.250	0.093	0.331	0.208
2014	4.69910	0.49100	5.19010	7.358	7.271	0.035	2.939	1.000	0.093	0.328	0.208
2015	4.45890	0.46200	4.92090	7.336	7.271	0.035	2.784	1.000	0.093	0.316	0.188

Source: Volusia County Property Tax Appraiser

FY2014 Levied Taxes Revised per Final Schedule on County Tax Appraiser Website

**PRINCIPAL PROPERTY TAXPAYERS
CURRENT AND NINE YEARS AGO**
September 30, 2015
CITY OF PORT ORANGE, FLORIDA

Table VIII

Taxpayer	September 30, 2015			September 30, 2006		
	Assessed Taxable Value	Rank	Percent to Total Assessed Taxable Value	Assessed Taxable Value	Rank	Percent to Total Assessed Taxable Value
Florida Power & Light Company.....	\$ 48,726,854	1	2.0%	\$ 31,986,682	1	1.5%
Port Orange Town.....	34,366,327	2	1.4%			
Hawthorne Village at Port Orange.....	21,192,782	3	0.9%			
Whitepalm Pt Bay LLC.....	19,296,730	4	0.8%			
USF Propco II LLC.....	17,459,636	5	0.7%			
Becks Farm LTD.....	16,588,989	6	0.7%	12,268,650	10	0.6%
Brick Walk Assoc WOS B LLC.....	15,203,036	7	0.6%			
Walmart Stores Inc.....	14,541,781	8	0.6%	13,283,930	9	0.6%
Port Orange Apartment Assoc.....	14,313,362	9	0.6%	16,712,940	3	0.8%
Port Orange Aprt Assoc II LLC.....	13,291,424	10	0.5%			
Bellsouth Telecommunication Inc.....	-			19,338,330	2	0.9%
Daytona LKE, LLC.....	-			15,166,017	5	0.7%
United Dominion Realty TRS Inc.....	-			13,854,897	6	0.7%
Lowes Home Centers Inc.....	-			13,625,788	7	0.7%
Home Depot USA Inc.Centers Inc.....	-			13,557,239	8	0.6%
Target Corporation.....	-			15,862,041	4	0.8%
Lakehurst Village Limited.....	-					0.0%
Total taxable assessed value of the largest taxpayers.....	<u>\$ 214,980,921</u>			<u>\$ 165,656,514</u>		
Total taxable assessed value of other taxpayers.....	<u>\$ 2,231,780,901</u>			<u>\$ 1,927,033,881</u>		
Total taxable assessed value of all taxpayers.....	<u>\$ 2,446,761,822</u>			<u>\$ 2,092,690,395</u>		

Source: Volusia County Property Tax Appraiser

PROPERTY TAX LEVIES AND COLLECTIONS
LAST TEN FISCAL YEARS
September 30, 2015
CITY OF PORT ORANGE, FLORIDA

Table IX

Fiscal Year Ended September 30,	Taxes Levied For Year (1)	Collected within the Fiscal Year of the Levy		Collections in Subsequent Years (2)	Total Collections to Date	
		Amount (2)	Percent of Levy		Amount	Percent of Levy
2006	12,333,689	12,217,326	99.1%	42,004	12,259,330	99.4%
2007	16,155,225	15,980,661	98.9%	28,799	16,009,460	99.1%
2008	15,160,309	15,019,218	99.1%	79,921	15,099,139	99.6%
2009	15,119,319	15,013,104	99.3%	10,121	15,023,225	99.4%
2010	12,986,485	12,483,260	96.1%	39,202	12,522,462	96.4%
2011	12,620,809	12,162,874	96.4%	51,396	12,214,270	96.8%
2012	12,434,959	11,962,988	96.2%	35,594	11,998,582	96.5%
2013	12,031,923	11,603,809	96.4%	23,641	11,627,449	96.6%
2014	11,917,114	11,488,291	96.4%	34,720	11,523,011	96.7%
2015	12,040,270	11,377,953	94.5%	241,788	11,619,741	96.5%

Source: (1) Volusia County Property Tax Appraisers Office
(2) City of Port Orange Finance Department

**RATIOS OF OUTSTANDING DEBT BY TYPE
LAST TEN FISCAL YEARS**

Table X

September 30, 2015

CITY OF PORT ORANGE, FLORIDA

(dollars in thousands, except for per capita)

Fiscal Year Ended September 30,	Governmental Activities			Business-Type Activities			Total Primary Government	Percent of Personal Income (a)	Per Capita
	General Obligation Bonds	Loans	Revenue Bonds	Revenue Bonds	Refunding N/P	SRF Loans			
2006	\$ 17,835	\$4,183	\$18,505	\$ 66,680	\$ 3,140	\$ 46,243	\$ 156,586	1.0240%	\$ 2,793
2007	17,465	7,981	23,805	63,730	2,235	51,484	166,700	1.0337%	2,932
2008	17,055	12,741	23,495	56,125	6,380	49,794	165,590	1.0154%	2,894
2009	16,640	2,335	23,180	53,330	5,905	47,618	149,008	0.9316%	2,627
2010	16,205	2,245	22,855	50,235	5,210	45,260	142,010	0.8878%	2,518
2011	15,755	2,155	22,470	47,110	4,710	37,139	129,339	0.7818%	2,297
2012	15,290	2,060	22,065	15,245	35,550	27,297	117,507	0.7375%	2,084
2013	14,810	1,960	21,645	12,225	33,805	26,011	110,456	0.6676%	1,936
2014	14,440	1,855	21,690	9,075	32,020	24,689	103,769	0.6062%	1,806
2015	14,055	1,745	21,415	6,330	29,770	22,972	96,287	0.5568%	1,642

Source: City of Port Orange Finance Department

(a) See Table XIV for personal income and populaton data.

**RATIOS OF GENERAL BONDED DEBT OUTSTANDING
LAST TEN FISCAL YEARS**

Table XI

September 30, 2015

CITY OF PORT ORANGE, FLORIDA

Fiscal Year Ended September 30,	Assessed Taxable Value (1)	Net General Bonded Debt	Assessed Net General Bonded Debt	Estimated Population (2)	Net General Bonded Debt Per Capita
2005	\$ 2,161,533,900	\$ 940,000	0.04%	54,630	\$ 17.21
2006	2,538,579,683	17,835,000	0.70%	56,067	318.10
2007	3,176,985,326	17,465,000	0.55%	56,850	307.21
2008	3,431,642,146	17,055,000	0.50%	57,218	298.07
2009	3,010,976,956	16,640,000	0.55%	56,732	293.31
2010	2,546,269,833	16,205,000	0.64%	56,402	287.31
2011	2,290,153,662	15,755,000	0.69%	56,313	279.78
2012	2,254,956,801	15,290,000	0.68%	56,386	271.17
2013	2,239,747,296	14,810,000	0.66%	57,060	259.55
2014	2,296,124,074	14,440,000	0.63%	57,467	251.27
2015	2,446,761,822	14,055,000	0.57%	58,656	239.62

Source: (1) Volusia County Property Tax Appraiser

(2) University of Florida, Bureau of Economic and Business Research

DIRECT AND OVERLAPPING GOVERNMENTAL ACTIVITIES DEBT**Table XII**

September 30, 2015

CITY OF PORT ORANGE, FLORIDA

Governmental Unit	Net Debt Outstanding	Estimated Percent Applicable to the City of Port Orange (1)	City's Estimated Share of Overlapping Debt
Debt repaid with property taxes:			
Volusia County:			
General Obligation Bonds.....	\$ 21,314,242	9.54%	\$ 2,033,379
Other Debt:			
District School Board of Volusia County, Florida:			
State School Bonds.....	5,669,529	9.54%	540,873
Sales Tax Revenue Bonds.....	52,231,318	9.54%	4,982,868
Certificates of participation.....	278,441,834	9.54%	26,563,351
Volusia County:			
Revenue Bonds.....	128,207,486	9.54%	12,230,994
Notes Payable.....	13,486,711	9.54%	<u>1,286,632</u>
Total overlapping debt.....			47,638,097
City direct debt.....			<u>37,215,000</u>
Total direct and overlapping debt.....			<u>\$ 84,853,097</u>

Source: Independent Taxing Districts

(1) Percentage applicable to City was determined by taking the City's assessed taxable value and dividing it by Volusia County's assessed taxable value for tax year 2014.

**PLEDGED REVENUE COVERAGE
LAST TEN FISCAL YEARS**

September 30, 2015

CITY OF PORT ORANGE, FLORIDA

Table XIII

Fiscal Year Ended	Gross Revenues	Less: Operating Expenses	Net Available Revenues	Debt Service		Coverage
				Principal	Interest	
<u>Water and Sewer Bonds</u>						
2006	\$ 22,574,941	\$ 11,308,647	\$ 11,266,294	3,498,257	\$ 2,956,519	1.75
2007	24,910,883	12,227,150	12,683,733	3,135,000	2,437,426	2.28
2008	26,678,718	12,639,141	14,039,577	2,835,000	2,316,416	2.73
2009	25,770,420	13,026,280	12,744,140	2,935,000	2,507,446	2.34
2010	25,516,718	12,056,424	13,460,294	3,245,000	1,789,355	2.67
2011	24,577,314	12,601,401	11,975,913	2,860,000	1,795,317	2.57
2012	25,099,244	12,280,134	12,819,110	2,940,000	1,719,650	2.75
2013	23,860,970	13,054,981	10,805,989	3,940,000	661,776	2.35
2014	24,912,124	14,096,642	10,815,482	4,085,000	688,303	2.27
2015	26,030,902	14,067,671	11,963,231	4,115,000	578,419	2.55
<u>Stormwater Utility Revenue Bonds</u>						
2006	\$ 3,306,070	\$ 1,661,618	\$ 1,644,452	\$ 380,000	\$ 633,726	1.62
2007	3,499,626	1,618,496	1,881,130	720,000	587,723	1.44
2008	3,480,389	1,666,722	1,813,667	660,000	562,464	1.48
2009	3,510,077	1,629,395	1,880,682	675,000	526,102	1.57
2010	3,658,919	1,978,096	1,680,823	545,000	471,272	1.65
2011	3,738,482	1,898,995	1,839,487	765,000	448,948	1.52
2012	3,716,097	1,508,220	2,207,877	790,000	421,881	1.82
2013	3,801,857	1,467,244	2,334,613	825,000	333,897	2.01
2014	3,805,631	1,492,568	2,313,063	850,000	312,103	1.99
2015	3,860,474	1,556,459	2,304,015	880,000	289,338	1.97

Note: Water and Sewer gross revenues include operating revenue of the system and interest earnings. Interest earnings from construction funds are excluded. Operating expenses do not include depreciation expense. Stormwater Utility revenue bonds are supported by drainage fees charged. Additional details regarding revenues and expenses can be found in the fund financial statements or the combining schedules of this comprehensive annual financial report.

DEMOGRAPHIC AND ECONOMIC STATISTICS
LAST TEN FISCAL YEARS
September 30, 2015
CITY OF PORT ORANGE, FLORIDA

Table XIV

Fiscal Year Ended September 30,	City of Port Orange Population(a)	City of Port Orange School Enrollment (b)	City of Port Orange Unemployment Rate (c)	Volusia Personal Income (d) (in thousands)	Volusia Per Capita Personal Income (e)
2006	56,067	10,709	2.6	15,292,033	30,937
2007	56,850	10,656	3.2	16,126,228	32,332
2008	57,218	10,445	5.3	16,307,391	32,789
2009	56,732	10,382	8.1	15,994,714	32,255
2010	56,048	10,212	9.3	15,996,620	32,339
2011	56,313	10,130	8.6	16,544,186	33,436
2012	56,529	10,090	7.2	15,933,933	32,203
2013	56,386	9,853	6.5	16,544,186	33,299
2014	57,467	9,930	5.1	17,117,508	34,305
2015	58,656	10,149	4.7	17,292,604	34,321

Sources:

(a) University of Florida, Bureau of Economic and Business Research

(b) Volusia County School Board FY15 CAFR

(c) U.S. Department of Labor, Bureau of Labor Statistics, Local Area Unemployment Statistics Program,
in cooperation with the Florida Department of Economic Opportunity, Bureau of Labor Market Statistics

(d) United States Department of Commerce, Bureau of Economic and Business Research (2006-2011);
Florida Research & Economic Database (2012-2015) via Volusia County School Board FY15 CAFR

(e)Calculated by dividing Personal Income by the Population (2006-2012), (2014-2015)

PRINCIPAL EMPLOYERS
September 30, 2015
CITY OF PORT ORANGE, FLORIDA

Table XV

Employer	September 30, 2015		
	Total Employees	Rank	Percent to Total City Employment
Florida Healthcare	1,200	1	6.51%
Walmart	503	2	2.73%
Halifax Health - Hospice - Volusia	400	3	2.17%
Publix Supermarkets	380	4	2.06%
Spruce Creek High School	280	5	1.52%
Raydon	215	6	1.17%
Dollar General	206	7	1.12%
U.S. Foodservice	206	8	1.12%
Atlantic High School	200	9	1.08%
Ferran Service & Contracting	200	10	1.08%

Sources: InfoGroup Employer Database 2015 ed. 1

**FULL-TIME EQUIVALENT GOVERNMENT EMPLOYEES BY FUNCTION/PROGRAM
LAST TEN FISCAL YEARS**

September 30, 2015

CITY OF PORT ORANGE, FLORIDA

Table XVI

	Full-Time Equivalent Employees at September 30, 2015									
	2015	2014	2013	2012	2011	2010	2009	2008	2007	2006
General Government:										
Management.....	11.00	11.20	11.20	10.20	11.20	12.10	12.80	13.80	14.10	11.10
Finance.....	11.50	9.85	7.45	7.45	7.45	8.70	8.70	8.70	9.75	9.25
Human Resources.....	3.00	3.10	4.00	4.00	4.00	3.00	3.00	3.00	3.00	3.00
Community Development.....	25.67	23.67	22.67	22.67	24.27	25.27	29.30	34.17	39.73	34.33
Other.....	28.36	28.31	28.06	27.18	28.18	28.78	28.36	30.08	34.55	32.70
Police:										
Officers and civilians.....	108.54	104.74	105.00	100.53	104.58	104.20	107.20	106.80	108.65	108.65
Fire:										
Firefighters, officers and civilians.....	58.00	58.00	59.96	58.00	62.00	62.00	66.00	68.00	68.00	70.00
Solid Waste.....	3.30	3.35	3.20	3.20	3.20	3.20	3.20	3.20	3.20	3.20
Stormwater.....	16.70	14.75	14.60	14.60	14.60	14.60	15.60	14.68	15.64	16.34
Public works-Transportation.....	16.50	15.50	15.50	15.50	15.50	17.50	21.50	21.88	23.50	22.50
Parks and recreation.....	33.77	30.19	28.29	28.83	30.10	33.50	34.00	34.06	39.28	34.43
Water & Sewer *.....	101.08	96.63	92.93	91.23	91.23	92.73	95.23	-	-	-
Water.....	-	-	-	-	-	-	-	71.73	75.91	74.41
Sewer.....	-	-	-	-	-	-	-	24.00	24.00	26.00
Total.....	417.42	399.29	392.86	383.39	396.31	405.58	424.89	434.10	459.31	445.91

*Reorganization in FY2009.

Source: City Finance Department

OPERATING INDICATORS BY FUNCTION/PROGRAM

LAST TEN FISCAL YEARS

September 30, 2015

CITY OF PORT ORANGE, FLORIDA

Table XVII

	Fiscal Year									
	2015	2014	2013	2012	2011	2010	2009	2008	2007	2006
Police:										
Arrests.....	1,787	2,239	2,058	1,963	1,925	1,929	2,927	2,920	2,779	2,497
Traffic violations.....	7,848	7,342	8,007	6,376	4,342	4,195	7,540	7,124	10,727	10,722
Fire:										
Emergency responses.....	8,100	7,200	7,053	7,461	7,624	7,768	7,596	7,614	7,449	7,663
Fires extinguished.....	96	93	93	126	100	155	146	159	189	201
Inspections/system tests.....	561	632	504	547	529	574	675	632	790	718
Solid Waste:										
Refuse collected (tons per day).....	121.8	110.8	109.6	109.1	110.8	109.5	120.5	118.7	119.2	121.4
Recyclables collected (tons per day).....	8.2	8.3	8.6	8.1	8.9	8.9	9.0	9.5	9.0	9.1
Number of Customers:										
Residential.....	23,386	23,275	23,058	22,960	22,557	22,485	22,362	22,180	22,112	22,710
Commercial.....	891	873	873	890	1,161	1,142	1,103	1,099	1,074	1,080
Public works-Transportation										
Street resurfacing (miles).....	7	7	-	10.0	9.0	9.9	9.5	11.0	15.0	12.0
Parks and recreation										
Number of athletic sign-ups.....	3,043	2,811	2,400	2,874	2,005	2,950	2,800	2,750	2,600	2,393
Water:										
Potable Water Produced (MGD AADF).....	5.948	5.847	6.135	6.135	6.031	5.523	5.990	5.905	6.080	6.470
Number of customers:										
Inside.....	25,014	24,886	24,685	24,552	24,397	24,306	24,215	24,137	23,953	24,569
Outside.....	2,265	2,262	2,252	2,256	2,251	2,250	2,246	2,244	2,241	2,234
Residential.....	25,652	25,540	25,346	25,225	25,080	25,001	24,904	24,836	24,731	25,367
Commercial.....	1,627	1,600	1,591	1,583	1,568	1,555	1,557	1,545	1,463	1,436
Sewer:										
Wastewater Treated (MGD AADF).....	5.942	6.334	6.213	5.958	5.631	5.503	5.650	5.371	5.373	5.130
Number of customers:										
Inside.....	24,099	23,969	23,745	23,637	23,490	23,402	23,232	23,090	22,897	23,449
Outside.....	781	781	775	777	769	768	765	760	727	669
Residential.....	23,662	23,548	23,335	23,231	23,097	23,020	22,885	22,757	22,568	23,095
Commercial.....	1,218	1,202	1,185	1,183	1,162	1,150	1,112	1,093	1,056	1,023

MGD AADF = million gallons per day average annual daily flow

*Traffic violations = State citations, parking citations, written warnings & DUI citations

Source: City Finance Department and Department Activity Reports

CAPITAL ASSET STATISTICS BY FUNCTION/PROGRAM
LAST TEN FISCAL YEARS
September 30, 2015
CITY OF PORT ORANGE, FLORIDA

Table XVIII

	Fiscal Year									
	2015	2014	2013	2012	2011	2010	2009	2008	2007	2006
Police:										
Stations.....	1	1	1	1	1	1	1	1	1	1
Patrol Vehicles and other Fleet.....	-	-	98	98	98	98	98	101	97	97
*Vehicles.....	102	101	-	-	-	-	-	-	-	-
*Motorcycles.....	7	6	-	-	-	-	-	-	-	-
*Trailers.....	6	6	-	-	-	-	-	-	-	-
*Boat/Marine Unit.....	1	1	-	-	-	-	-	-	-	-
Fire stations.....	5	5	5	5	5	5	5	4	4	4
Solid waste:										
Collection trucks (contracted).....	-	-	-	-	-	-	-	-	-	-
Public works-Transportation:										
Paved roads (miles).....	319	317	317	316	316	315	314	314	280	270
Streetlights.....	3,300	3,300	3,300	3,535	3,263	3,263	4,000	4,000	3,200	3,200
Traffic control devices.....	20	20		13	14	12	12	12	11	11
Parks and recreation:										
Acreage.....	485	491	485	485	485	485	505	505	750	750
Playgrounds.....	10	9	10	10	10	10	10	10	10	11
Community centers.....	-	-	4	4	4	4	3	3	3	4
Baseball/softball diamonds.....	-	-	12	12	12	12	8	8	8	18
Soccer/football fields.....	-	-	3/1	3/1	3/1	6	7	7	9	7
*Athletic Fields.....	26	26	-	-	-	-	-	-	-	-
*Adult Activity Centers.....	3	2	-	-	-	-	-	-	-	-
*Boardwalks / Fishing Piers.....	10	10	-	-	-	-	-	-	-	-
*Boat Ramps.....	6	6	-	-	-	-	-	-	-	-
*Golf Courses.....	1	1	-	-	-	-	-	-	-	-
*Gymnasiums.....	2	2	-	-	-	-	-	-	-	-
*Tennis Courts.....	18	18	-	-	-	-	-	-	-	-
Water:										
Potable Water mains (miles).....	431	427	427	374	408	406	403	402	383	383
Fire hydrants.....	2,887	2,786	2,773	2,755	2,721	2,762	2,719	2,743	2,682	2,674
Storage capacity (mgd).....	5.5	5.5	5.5	5.5	5.5	5.5	5.5	5.5	5.5	5.5
Sewer:										
Sanitary sewer force mains (miles).....	72	71	71	68	71	71	71	71	64	64
Gravity sewer mains (miles).....	279	277	277	244	267	265	263	262	232	232
Treatment capacity (mgd).....	12.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0

*Sewer treatment capacity restated as millions of gallons per day (mgd).

*Patrol Vehicles and Other Fleet restated beginning in 2014.

Source: City Finance Department and Department Reports

**CITY OF PORT ORANGE, FLORIDA
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED SEPTEMBER 30, 2015**

Federal/State Agency / Pass-Through Entity / Federal Program	CFDA Number	Contract / Grant Number	Expenditures
FEDERAL AWARDS			
<u>U.S. Department of Housing and Urban Development</u>			
Direct Programs:			
Community Development Block Grant	14.218	B-13-MC-12-0053	\$ 45,571
Community Development Block Grant	14.218	B-14-MC-12-0053	150,803
Total U.S. Department of Housing and Urban Development			<u>196,374</u>
<u>U.S. Department of Justice</u>			
Indirect Programs:			
Passed-through Florida Office of Attorney General:			
Crime Victim Assistance	16.575	V053-14002	59,786
Passed-through Florida Department of Law Enforcement:			
Edward Byrne Memorial Justice Assistance Grant (JAG)	16.738	2015-JAGD-VOLU-6-R1-042	10,000
Total U.S. Department of Justice			<u>69,786</u>
<u>U.S. Department of Transportation</u>			
Indirect Programs:			
Passed-through Florida Department of Transportation			
Highway Planning and Construction	20.205	430079-1-58-01	279,882
Highway Planning and Construction	20.205	430228-1-58-01	3,185
Total U.S. Department of Transportation			<u>283,067</u>
Total Federal Awards			<u><u>\$ 549,227</u></u>

The accompanying notes to the schedule of expenditures of federal awards are an integral part of this statement.

**CITY OF PORT ORANGE, FLORIDA
NOTES TO THE SCHEDULE OF EXPENDITURES
OF FEDERAL AWARDS
FOR THE YEAR ENDED SEPTEMBER 30, 2015**

1. **Basis of Presentation:**

The accompanying schedule of expenditures of federal awards includes the federal grant activity of the City of Port Orange, Florida (the City), and is presented on the modified accrual basis of accounting. The information in this schedule is presented in accordance with the requirements of OMB Circular A-133. Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of, the basic financial statements.

2. **Subrecipients:**

The City provided no federal awards to subrecipients during the year ended September 30, 2015.

**CITY OF PORT ORANGE, FLORIDA
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED SEPTEMBER 30, 2015**

A. Summary of Auditors' Results:

Financial Statements:

- Type of audit report issued on the basic financial statements: *Unmodified*.

Internal Control over Financial Reporting:

- Eight significant deficiencies related to internal control over financial reporting were disclosed by the audit of the basic financial statements, none of which were considered material weaknesses.
- No instances of noncompliance material to the financial statements were disclosed during the audit.

Federal Awards:

Internal Control over Major Programs:

- There were no material weaknesses or significant deficiencies related to internal control over compliance for major projects identified by the audit.
- Type of report issued on compliance for each major federal program: *Unmodified*.
- Major program identification:
Federal award programs:
 - CFDA Number 20.205 – Highway Planning and Construction
- Dollar threshold used to distinguish between Type A and Type B programs was \$300,000 for Federal awards.
- The City did not qualify as a low-risk auditee under OMB Circular A-133.

B. Financial Statement Findings:

2015-001 Timeliness of Bank Reconciliations

Criteria: As an integral part of any organization's internal control over cash, bank reconciliations should be performed no less than monthly. The City's policy requires that such reconciliations should be both prepared and reviewed by the 15th of the second subsequent month.

Condition: The City's bank reconciliations for the months of June, July, August, and September 2015 were not completed and reviewed in a timely manner in accordance with the City's policy.

Cause: Various discrepancies and questions were identified during the initial preparation of the bank reconciliations and not resolved in a timely manner.

Effect: Significant errors in the bank reconciliations could have resulted in a material misstatement of the City's financial statements, and should any improper transactions have occurred, they would not have been identified timely.

Recommendation: We recommend all of the City's bank statements be reconciled on a timely basis in accordance with the City's policy.

2015-002 Preparation of the Schedule of Expenditures of Federal Awards

Criteria: To determine applicability of single audit and to prepare the schedules necessary for the City's financial statement, the City should actively monitor grant activity to enable the preparation of the schedule of expenditures of federal awards and state financial assistance, commonly referred to as the grant schedule, which outlines all of the Federal and State grant monies spent during the fiscal year.

Condition: After our initial inquiries, various adjustments and corrections were required to the City's draft of the schedule of expenditures of federal awards.

Cause: For various grants, improper amounts (i.e. total expenditures including City funds) were reported on the initial draft of the grant schedule.

Effect: Monitoring expenditures and Federal or State single audit applicability is a key element of the City's grant administration. Errors in the identification of grant expenditures and preparation of the grant schedule resulted in the City initially not identifying it was subject to Federal single audit when the City was in fact subject to same.

Recommendation: We recommend amounts reported on the grant schedule only represent actual Federal or State monies spent under grant awards subject to Federal or State Single Audit. We also recommend for the grant schedule be reviewed by an individual other than the preparer.

2015-003 Grant Revenue Recognition

Criteria: The City's revenue recognition policy and generally accepted accounting principles require contract and grant revenues to be recognized when earned, regardless of when reimbursement requests are submitted or the grantor is billed. All grant revenues should be recognized at the same time as the related allowable expenditures/expenses are incurred.

Condition: Five separate adjustments, totaling approximately \$512,000 across the Stormwater Fund, Community Development Block Grant fund, and three capital projects funds, were required to properly accrue the related revenues as of year-end for grant monies incurred during the fiscal year for which the related revenues had not been recorded.

Cause: Grant revenues were not reconciled to grant expenditures/expenses to ensure proper matching of related revenue and expenditure/expense amounts.

Effect: Had the necessary proposed audit adjustments not been recorded, intergovernmental revenues and the related amounts due from other governments would have been understated as of year-end. The absence of such reconciliation could result in the City not billing for grant reimbursements it is entitled to. Additionally, revenue recognition errors did in the current year, and could in future years, also impact the City's determination of Federal or State Single Audit applicability.

Recommendation: To ensure proper cutoff, we recommend all grants, contracts, or other reimbursement-basis revenue streams be reconciled to the related allowable expenditures/expenses to ensure all revenues have been properly recorded and billed.

2015-004 General Fund Allowance for Doubtful Accounts

Criteria: Generally accepted accounting principles require net accounts receivable to be recorded at the amount management reasonably expects to collect.

Condition: A significant journal entry in the amount of approximately \$99,000 was required to record an additional allowance for doubtful accounts in the General Fund.

Cause: As part of our testing over accounts receivable and the allowance for doubtful accounts, we noted the City began recording code enforcement liens receivable, which were considered 100% uncollectible and fully allowed for. After inquiring of management related to a shortage in the related allowance for the code enforcement lien receivables, it was determined there was an error in the City's initial calculation, which caused the allowance to be understated by \$99,000.

Effect: The absence of a sufficient analysis and adjustment to the allowance, and review thereof, could result in a misstatement of net accounts receivable.

Recommendation: We recommend management perform a detailed analysis of all receivables in all funds on no less than an annual basis to ensure all allowances for uncollectible amounts are adjusted as necessary to cover any accounts not expected to be collected. Such analysis should also be reviewed by an individual other than the preparer.

2015-005 Reconciliation and Reversal of Accruals

Criteria: All of the City's balance sheet accounts should be reconciled on no less than an annual basis and reviewed for reasonableness as part of the City's year-end closing process.

Condition: An adjustment totaling approximately \$131,000 across various enterprise and internal service funds was required to reverse prior year payables that were not properly reversed during the current year.

Cause: The accruals in the affected balance sheet accounts were not properly reversed and the incorrect balances were not identified in the year-end closing process.

Effect: Had the audit adjustment not been proposed and made, current year expenses and accounts payable would have been overstated in the effected enterprise and internal service funds.

Recommendation: As part of the year-end closing process, we recommend all balance sheet accounts be reconciled and analyzed, with the analysis including a comparison to prior year balances to identify any unusual accounts with the same balance as the prior year.

2015-006 Recording of Retainage Payable

Criteria: Generally accepted accounting principles require expenses to be recognized when incurred, regardless of payment terms.

Condition: During our audit, we identified five projects with outstanding retainage payable which had not been recorded. Adjustments were required in the aggregate amount of approximately \$213,000 across four funds to record retainage payable as of year-end.

Cause: Only amounts immediately due and payable to the construction contractors were accrued at the time of payment. No provision was recorded for retainage payable.

Effect: Had the audit corrective journal entries not been proposed and made, accounts payable and the related expenditures (or capital asset balances) would have been understated by approximately \$213,000.

Recommendation: We recommend all construction invoices be reviewed for retainage payable to ensure all amounts have been properly recorded, and for tracking to be performed of outstanding construction projects to ensure all outstanding retainage payable has been recorded.

2015-007 Cutoff of Accounts Payable

Criteria: Generally accepted accounting principles require expenditures/expenses to be recognized when incurred, regardless of when paid.

Condition: As part of our audit and testing of transactions subsequent to year-end, we identified two transactions totaling approximately \$255,000 in a capital projects fund that related to services provided during fiscal year 2015 which had not been recorded.

Cause: The transactions were not properly identified as fiscal year 2015 transactions as part of the City's routine invoice processing procedures.

Effect: Had the corrective audit adjustments not been recorded, accounts payable and capital outlay expenditures would have been understated by approximately \$255,000 in the capital projects fund and construction in progress on the statement of net position for governmental activities.

Recommendation: As part of the standard review over accounts payable transactions and the year-end closing process, particularly those within a short time after year-end, we recommend management determine a dollar threshold and review all disbursements over that amount to ensure all significant transactions are identified in the proper accounting period.

2015-008 Interfund Loans and Transfers

Criteria: Items recorded in the trial balance and financial statements as “transfers” represent resources being moved from one fund to another, while amounts due to/from other funds and advances to/from other funds represent interfund loans whereby the net resources remain with the original fund. While budget provisions may be made to account for funds to be loaned on an interfund basis, actual transfers should only be recorded in cases where the net resources are to be moved and no repayment will be made in the future.

Condition: Upon our inquiry, it was determined that an approximately \$295,000 loan from the General Fund to the Town Center CRA fund, a \$280,000 loan from the Loan Pool Fund to the Town Center CRA Fund, and a \$1.7 million loan from the Loan Pool Fund to the Golf Course Fund were improperly recorded as transfers, based on management’s and/or the City Council’s intent for the monies to be paid back. Additionally, a prior year \$210,000 loan from the Loan Pool Fund to the Town Center CRA Fund for which the underlying intent was not to be a transfer was also identified and reversed in the current year as a restatement to beginning fund balance/net position.

Cause: Significant interfund activity is budgeted for as transfers even if there will be no resulting movement of net resources from the transaction. While this is a common practice within municipal governments, such transactions should be identified as interfund loans to ensure proper recording at the time of moving the cash between the affected funds.

Effect: Had the corrective audit adjustments not been made, fund balance would have been misstated in the various impacted funds. Additionally, any transfers of unrestricted monies to the Town Center CRA fund could effectively result in restricting such monies due to the commingling of unrestricted monies in a fund where all monies are otherwise restricted.

Recommendation: As part of the budgetary process, whether in the original budget or in any subsequent amendments, we recommend management clearly identify any planned interfund loans which have been budgeted as a transfer to ensure all transactions are recorded properly based upon management and the City Council’s intent.

C. Federal Award Findings and Questioned Costs:

None.

D. Summary Schedule of Prior Audit Findings:

2014-001 Transactions Subsequent to Year-End Posted to Cash: Corrective action taken.

2014-002 Purchasing Limits and Processes: Corrective action taken.

E. Corrective Action Plan: See Management’s Response to Findings starting on page 153.

**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL
PROGRAM AND REPORT ON INTERNAL CONTROL OVER COMPLIANCE IN
ACCORDANCE WITH OMB CIRCULAR A-133**

To the Honorable Mayor, City Council, and City Manager,
City of Port Orange, Florida:

Report on Compliance for Each Major Program

We have audited the City of Port Orange, Florida's (the City) compliance with the types of compliance requirements described in the U.S. Office of Management and Budget (OMB) Circular A-133 *Compliance Supplement* that could have a direct and material effect on each of the City's major federal programs for the year ended September 30, 2015. The City's major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its major federal programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of the City's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the City's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the City's compliance.

Opinion on Each Major Federal Program

In our opinion, the City complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2015.

121 Executive Circle
Daytona Beach, FL 32114-1180
Telephone: 386/257-4100
Fax: 386/255-3261
dab@jmco.com

5931 NW 1st Place
Gainesville, FL 32607-2063
Telephone: 352/378-1331
Fax: 352/372-3741
gnv@jmco.com

2477 Tim Gamble Place, Suite 200
Tallahassee, FL 32308-4386
Telephone: 850/386-6184
Fax: 850/422-2074
tlh@jmco.com

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Report on Internal Control Over Compliance

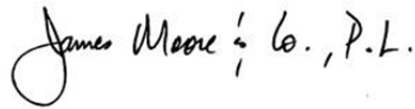
Management of the City is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the City's internal control over compliance with the types of requirements that could have a direct and material effect on a major federal program as a basis for designing auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the City's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Accordingly, this report is not suitable for any other purpose.

Daytona Beach, Florida
April 14, 2016



**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF
FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT
AUDITING STANDARDS**

To the Honorable Mayor, City Council, and City Manager,
City of Port Orange, Florida:

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to the financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Port Orange, Florida (the City), as of and for the year ended September 30, 2015, and the related notes to the financial statements, which collectively comprise the City's basic financial statements and have issued our report thereon dated April 14, 2016.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. Given these limitations, during our audit we did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified. We did identify certain deficiencies in internal control, described as comments 2015-001 through 2015-008 in the accompanying schedule of findings and questioned costs, that we consider to be significant deficiencies.

121 Executive Circle
Daytona Beach, FL 32114-1180
Telephone: 386/257-4100
Fax: 386/255-3261
dab@jmco.com

5931 NW 1st Place
Gainesville, FL 32607-2063
Telephone: 352/378-1331
Fax: 352/372-3741
gnv@jmco.com

2477 Tim Gamble Place, Suite 200
Tallahassee, FL 32308-4386
Telephone: 850/386-6184
Fax: 850/422-2074
tlh@jmco.com

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Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

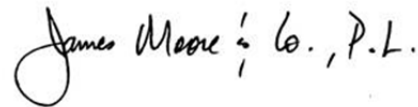
We noted certain matters that we reported to the City Council and management of the City in a separate letter dated April 14, 2016.

City of Port Orange, Florida's Response to Findings

The City's responses to the findings identified in our audit are described starting on page 153. The City's response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in black ink that reads "James Moore, Jr., P.L." The signature is written in a cursive style with a large initial 'J'.

Daytona Beach, Florida
April 14, 2016

**INDEPENDENT AUDITORS' MANAGEMENT LETTER REQUIRED
BY CHAPTER 10.550, RULES OF THE STATE OF FLORIDA
OFFICE OF THE AUDITOR GENERAL**

To the Honorable Mayor, City Council, and City Manager,
City of Port Orange, Florida:

Report on the Financial Statements

We have audited the basic financial statements of City of Port Orange, Florida (the City), as of and for the fiscal year ended September 30, 2015, and have issued our report thereon dated April 14, 2016.

Auditors' Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*; and Chapter 10.550, Rules of the Florida Auditor General.

Other Reports and Schedule

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*; Independent Auditors' Report on Compliance for Each Major Federal Program and Report on Internal Control over Compliance; Schedule of Findings and Questioned Costs; and Independent Accountants' Report on an examination conducted in accordance with *AICPA Professional Standards*, Section 601, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports and schedule, which are dated April 14, 2016, should be considered in conjunction with this management letter.

In addition, separate audits were performed on the Agreement for Golf Course Management Services at Cypress Head, which is included in the Golf Course fund, as well as the City of Port Orange General Employees Defined Benefit Pension Plan and the City of Port Orange Police Pension Plan. Management comments in those reports should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. Two recommendations remain uncorrected (2015-009 and 2015-010) from the second preceding fiscal year or longer as indicated below. The following is a summary of prior year recommendations:

121 Executive Circle
Daytona Beach, FL 32114-1180
Telephone: 386/257-4100
Fax: 386/255-3261
dab@jmco.com

5931 NW 1st Place
Gainesville, FL 32607-2063
Telephone: 352/378-1331
Fax: 352/372-3741
gnv@jmco.com

2477 Tim Gamble Place, Suite 200
Tallahassee, FL 32308-4386
Telephone: 850/386-6184
Fax: 850/422-2074
tlh@jmco.com

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2014-001 Transactions Subsequent to Year-End Posted to Cash – Corrective action taken, see Schedule of Findings and Questioned Costs.

2014-002 Purchasing Limits and Procedures – Corrective action taken, see Schedule of Findings and Questioned Costs.

2014-003 (Previously Reported as 2013-005, 2012-16) Tracking of Electronic Funds Transfers – Comment partially corrected. See third-year repeat comment 2015-009.

2014-004 (Previously Reported as 2013-008) Consolidation and/or Elimination of Funds – Corrective action not taken. See second-year repeat comment 2015-010.

2014-005 Modified Approach for Reporting Infrastructure Assets – Corrective action taken.

2014-006 Prior Period Adjustments – Corrective action taken.

Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. The legal authority for the primary government and component units of the reporting entity is disclosed in Note 1 of the basic financial statements.

Financial Condition

Sections 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require that we apply appropriate procedures and report the results of our determination as to whether or not the City has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and identification of the specific conditions met. In connection with our audit, we determined that the City, did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.c. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures. It is management's responsibility to monitor the City's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

Annual Financial Report

Sections 10.554(1)(i)5.b. and 10.556(7), Rules of the Auditor General, require that we apply appropriate procedures and report the results of our determination as to whether the annual financial report for the City for the fiscal year ended September 30, 2015, filed with the Florida Department of Financial Services pursuant to Section 218.32(1)(a), Florida Statutes, is in agreement with the annual financial audit report for the fiscal year ended September 30, 2015. In connection with our audit, we determined that these two reports were in agreement.

Other Matters

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we address in the management letter any recommendations to improve financial management. In connection with our audit, we noted the following recommendation:

2015-009 Tracking of Electronic Funds Transfers (Third-Year Repeat Comment) – During our audit, we noted the City makes some payments via electronic funds transfer (EFT) in place of physical checks, primarily as a means of increased efficiency. Previously, all such transfers were recorded in the general ledger as journal entries, and no specific tracking mechanism was in place for EFT transactions. This comment was partially corrected during the year, with the City beginning to process recurring EFT transactions through the City's accounts payable system. Due to the high-

risk nature of such transactions and to establish an improved tracking mechanism and audit trail, we recommend all EFT transfers, including nonrecurring transactions, be recorded in the accounting system as an accounts payable check for which a separate numbering sequence can be established.

2015-010 Consolidation and/or Elimination of Funds (Second-Year Repeat Comment) – We noted the City has a number of special revenue and capital projects funds for which the funds hold minimal balances and/or had minimal activity during the year. These include, but are not limited to fund 108 (FEMA), 307 (2004 Capital Improvement Bond Capital Projects), 314 (General Obligation Capital Projects), 316 (Economic Development Capital Projects), and 318 (Town Center Bond Projects). The City also has six (6) different internal service funds. To improve efficiency and clarity of financial reporting, we recommend the City perform an analysis of all open funds and identify any applicable instances in which it may be beneficial to close out the fund for increased efficiency and clarity in financial reporting.

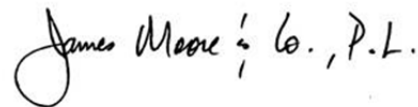
2015-011 Employee Signoff on Timecards – We noted the City's basic payroll process includes a step where employees are required to sign off on their timecards. In a test of 40 transactions, we identified 5 timecards which were missing the employee approval. While all timecards were properly approved by a supervisor and/or department head, we recommend the City institute a review and follow-up procedures to ensure all required signoffs are present on all timecards.

Section 10.554(1)(i)3., Rules of the Auditor General, requires that we address noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not have any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, City Council, management, others within the City, and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Daytona Beach, Florida
April 14, 2016



INDEPENDENT ACCOUNTANTS' EXAMINATION REPORT

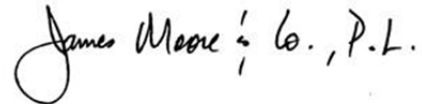
To the Honorable Mayor, City Council, and City Manager,
City of Port Orange, Florida:

We have examined the City of Port Orange, Florida's (the City) compliance with Section 218.415, Florida Statutes, *Local Government Investment Policies*, for the year ended September 30, 2015. Management is responsible for the City's compliance with those requirements. Our responsibility is to express an opinion on the City's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about the City's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on the City's compliance with specified requirements.

In our opinion, the City of Port Orange, Florida complied, in all material respects, with the aforementioned requirements for the year ended September 30, 2015.

Daytona Beach, Florida
April 14, 2016



121 Executive Circle
Daytona Beach, FL 32114-1180
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Gainesville, FL 32607-2063
Telephone: 352/378-1331
Fax: 352/372-3741
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2477 Tim Gamble Place, Suite 200
Tallahassee, FL 32308-4386
Telephone: 850/386-6184
Fax: 850/422-2074
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AUDITEE'S RESPONSE TO:
Findings and Questioned Costs
Independent Auditors' Management Letter
April 14, 2016

The Schedule of Findings and Questioned Costs and the Independent Auditors' Management Letter of the Comprehensive Annual Financial Report provide comments and recommendations for improved financial management accounting procedures. The following is Management's response. The Auditors' comment numbers and descriptions are included as reference.

2015-001 Timeliness of Bank Reconciliations

During FY15 the department experienced turnover in both the Cash Accountant position as well as its supervisor. During the fiscal year, three separate employees held the Cash Accountant position which was upgraded from an Accountant 1 to an Accountant 2 in response to the level of responsibility and complexity. After working through the backlog, the current incumbent is now meeting the required standard.

2015-002 Preparation of the Schedule of Expenditure of Federal Awards

The City is in the process of re-designing our internal spreadsheets to highlight areas warranting further inquiry. In addition staff anticipates a higher level of review will occur during FY16 now that staff vacancies have been filled.

2015-003 Grant Revenue Recognition

It is anticipated the re-design of our internal spreadsheets outlined in comment 2015-002 and an improvement in cutoff in response to comment 2015-007 will eliminate the need for material adjustments to grant revenue during the audit period.

2015-004 General Fund Allowance for Doubtful Accounts

The City agrees with the comment and anticipates a higher level of review will occur during FY16 now that staff vacancies have been filled.

2015-005 Reconciliation and Reversal of Accruals

As a result of this comment, the City is adding a year end testing procedure to highlight areas warranting further review prior to the commencement of the audit.

2015-006 Recording of Retainage Payable

The City is investigating the ability of our financial software program to allow the recording of retainage through the accounts payable process. Calculation of retainage is a manual process that has now been added to our year end activity list.

2015-007 Cutoff of Accounts Payable

In response to this comment, the City will add a level of review for year-end accounts payable transactions.

2015-008 Interfund Loans and Transfers

The City agrees with the comment and will endeavor to obtain a clearer understanding of Council's intent at the time a budgetary item is approved.

2015-009 Tracking of Electronic Funds Transfers (Third-year Repeat Comment)

Primarily as a result of short staffing, the City took a phased approach to addressing this audit comment. During FY 2015, recurring Electronic Funds Transfers (EFTs) were recorded and tracked through our Accounts Payable sub-ledger, instead of through general ledger journal entries. In FY 2016, both recurring and non-recurring EFTs are being recorded through the Accounts Payable sub-ledger.

2015-010 Consolidation and/or Elimination of Funds (Second Year Repeat Comment)

The City agrees with the recommendation; however the consolidation and elimination of funds was delayed due to staff turnover in the Finance department. The City will work toward making progress on fund consolidation in fiscal years 2016 and 2017.

2015-011 Employee Signoff on Timecards

The City agrees with the comment. Unfortunately the City's weekly payroll is not in arrears. If an employee is absent on Monday, payroll must be processed before the employee returns to work. The City intends to negotiate a biweekly payroll one week in arrears to improve both efficiency and adequate review of timecards to be effective in FY17.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 04/19/2016

Consent item: No

SUBJECT: Second Reading - Ordinance No 2016-4 - Chapter 50 Establishing Golf Advisory Board

DEPARTMENT: Parks & Recreation

GOAL: 6 - Organizational Excellence

OBJECTIVE: 4 - Increase 2-way communication with citizens

RECOMMENDED MOTION: Move to approve Chapter 50 of code of ordinances establishing a Golf advisory board and authorize the Mayor and City Clerk to execute the appropriate documents.

SUMMARY:

The Golf Club at Cypress Head, Inc. ("Club") has recommended the adoption of this ordinance establishing a Golf Course Advisory Board. The Club will soon be recommending its own dissolution, as its primary purpose is no longer needed since the City has chosen to contract-out the food and beverage services for the course to a private entity. Before the Club dissolves, the officers have recommended creating a citizen advisory board to serve as a liaison between citizens interested in the golf course operations and the city council. This role had previously been assumed by the Club. The ordinance expressly reserves three spots on the advisory board for a member from each of the following organizations: Cypress Head Master HOA, Cypress Head Men's Golf Assoc., and Cypress Head Women's Golf Assoc.; as well as a councilmember. The advisory board will not have any authority to direct the operations of Kemper Sports, but may advise council on a recommended action regarding golf course management and other related golf course issues.

Project Funding Account
No.: No.:

ATTACHMENTS:

1.	Ord. No. 2016-4	Ord. No. 2016-4.pdf
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Fenwick, Robin

Created/Initiated - 04/06/2016

ORDINANCE NO. 2016-4

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, ESTABLISHING GOLF COURSE ADVISORY BOARD; AMENDING CHAPTER 50, CODE OF ORDINANCES, CITY OF PORT ORANGE FLORIDA, ENTITLED "PARKS AND RECREATION"; CREATING DIVISION 2 OF ARTICLE IV OF CHAPTER 50 TO BE ENTITLED "GOLF COURSE ADVISORY BOARD"; CREATING SECTION 50-106 TO PROVIDE FOR ESTABLISHMENT OF GOLF COURSE ADVISORY BOARD; CREATING SECTION 50-107 TO PROVIDE FOR PURPOSE, DUTIES AND FUNCTIONS OF THE BOARD; CREATING SECTION 50-108 TO PROVIDE FOR COMPOSITION AND QUALIFICATIONS OF MEMBERS; CREATING SECTION 50-109 TO PROVIDE FOR APPOINTMENTS AND TERMS; CREATING SECTION 50-110 TO PROVIDE FOR VACANCIES AND REMOVAL OF MEMBERS; CREATING SECTION 50-111 TO PROVIDE FOR ORGANIZATION AND PROCEDURES OF THE BOARD; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. Chapter 50 of the Code of Ordinances, City of Port Orange, Florida, is hereby amended to create a new Division 2 of Article IV, comprised of Sections 50-106 through 50-111, inclusive, and entitled as follows:

DIVISION 2. – GOLF COURSE ADVISORY BOARD

Section 2. Section 50-106 of the Code of Ordinances, City of Port Orange, Florida, is hereby created to read as follows:

Sec. 50-106. - Establishment of golf course advisory board.

There is hereby created and established a golf course advisory board of the City of Port Orange, Florida.

Section 3. Section 50-107 of the Code of Ordinances, City of Port Orange, Florida, is hereby created to read as follows:

Sec. 50-107. - Purpose, duties and functions.

- (a) The purpose of the golf course advisory board shall be to advise and assist the city council on matters relating to the municipal golf course.
- (b) The golf course advisory board shall make recommendations to the city council concerning operation of the municipal golf course. In this regard the golf course advisory board shall exercise specific responsibilities as enumerated herein. In addition, the city council may refer other golf course related matters to the golf course advisory board for review and recommendation. To accomplish these goals, the specific responsibilities of the golf course advisory board shall include, but not be limited to, the following:
 - (1) Review and make recommendations to the city council regarding maintenance, equipment and capital facilities of the municipal golf course.
 - (2) Serve as liaison between the city council and individuals and organizations using the municipal golf course.
 - (3) Serve as liaison between the city staff or contractors responsible for operation of the municipal golf course and individuals or organizations using the municipal golf course.

- (4) Review and make recommendations to the city council regarding the performance of contractors responsible for operation, management, maintenance, marketing, and other aspects of the municipal golf course.
- (5) Make reports to the city council, as necessary, regarding physical condition, capital facilities and other matters relating to the municipal golf course.

However, nothing in this article shall prohibit the city council from acting upon any matter not previously referred to or reviewed by the golf advisory board.

Section 4. Section 50-108 of the Code of Ordinances, City of Port Orange, Florida, is hereby created to read as follows:

Sec. 50-108. - Composition and qualifications of members.

- (a) The golf course advisory board shall consist of seven (7) members appointed by the city council consisting of a single council member and at least one member from each of the following organizations: Cypress Head Master Homeowners' Association, Cypress Head Men's Golf Association and Cypress Head Women's Golf Association. However, In the event that no member(s) from the organizations mentioned above apply for a position to serve on the board, the seat may be filled by appointment of an otherwise qualified candidate by city council.
- (b) Members of the board shall have knowledge of golf course operations. They should be guided by a sincere interest in developing and promoting the operation

of the municipal golf course for the city and in accomplishing the purposes and goals set forth herein.

- (c) Appointments shall be made on the basis of experience or interest in the areas of finance, insurance, golf course management, engineering, architecture, golf course maintenance, and construction.

Section 5. Section 50-109 of the Code of Ordinances, City of Port Orange, Florida, is hereby created to read as follows:

Sec. 50-109. - Appointments and terms.

The initial appointments to the board shall be as follows:

- (a) Two (2) members shall be appointed for a term expiring April 1, 2017.
- (b) Two (2) members shall be appointed for a term expiring April 1, 2018.
- (c) Three (3) members shall be appointed for a term expiring April 1, 2019.

Thereafter all appointments shall be made for a term of three (3) years. All terms shall expire on April 1 in the year of their given expiration. A board member may be reappointed for any number of consecutive terms.

Section 6. Section 50-110 of the Code of Ordinances, City of Port orange, Florida, is hereby created to read as follows:

Sec.50-110. - Vacancies and removal of members.

Any member who fails to attend two (2) of three (3) 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. 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.

Section 7. Section 50-111 of the Code of ordinances, City of Port Orange, Florida is hereby created to read as follows:

Sec. 50-111. - Organization and procedures.

- (a) Election of officers. The member of the 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 calendar 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) Meetings. The board shall meet quarterly. A special meeting may be called by the chairman or by majority vote of the members.
- (d) 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.
- (e) Quorum; rules of order. The presence of four (4) 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.

- (f) 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 city council.

Section 8. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

Section 9. 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 provision of this ordinance are declared severable.

Section 10. This Ordinance shall become effective upon adoption.

MAYOR ALLEN GREEN

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading this _____ day of _____

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

Reviewed and approved: _____
Matthew J. Jones, Deputy City Attorney



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 04/19/2016

Consent item: No

SUBJECT: First Reading - Ordinance No. 2016-5 - Amendment to Fire and Rescue Pension Fund Ordinance - Chapter 54, Article IV of the Code of Ordinances

DEPARTMENT: Administrative Services

GOAL: 4 - Fiscal Sustainability

OBJECTIVE: N/A

RECOMMENDED MOTION: Move to approve Ordinance No. 2016-5.

SUMMARY: On April 5, 2016, the City Council considered a similar ordinance on first reading. Upon receipt of the actuarial analysis, additional clarification and revision was required. A first reading of the revised ordinance is required due to the addition of Section 54-104 as shown in the attached ordinance.

The City and the Firefighter's Union (IAFF Local 3118) successfully negotiated a contract that is now in effect until September 30, 2017. As part of the agreement, some items in the Fire and Rescue Fund Pension Ordinance must be amended. The attached ordinance was prepared by the City's Pension Attorney. The substantive changes include:

- An increase in In-Line of Duty Disability from 42% of average final compensation to 51% (effective retroactive to January 1, 2016).
- A change that allows all members to participate in the DROP program when the member becomes eligible (effective retroactive to January 1, 2016).
- Elimination of the 12 month window for all members to decide whether to participate in the DROP program when they become eligible (effective retroactive to January 1, 2016).
- Establishes a "Share Plan" per Florida Statute 175.351, but does not fund or activate such plan until October 1, 2018 if negotiated by both parties.

Staff has provided a copy of the proposed ordinance to the Fire and Rescue Pension Board. The Board's actuary has completed the actuarial impact statement (which is also attached).

Project Funding Account
No.: No.:

ATTACHMENTS:

1.	Ordinance 2016-5	Port Orange Fire Pension Ordinance 4-19-16.pdf
2.	Actuarial Impact Statement	Actuarial Impact Statement - for Ord 2016-5.pdf

Fenwick, Robin	Created/Initiated - 04/06/2016
Rosen, Alan	Approved - 04/13/2016
Roberts, Margaret	Approved - 04/13/2016
Johansson, M. Jake	Final Approval - 04/14/2016

ORDINANCE 2016-5

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 54, ARTICLE IV, CODE OF ORDINANCES, CITY OF PORT ORANGE, FLORIDA, ENTITLED FIRE AND RESCUE PENSION FUND; AMENDING SECTION 54-84, DISABILITY BENEFITS; AMENDING SECTION 54-100, DEFERRED RETIREMENT OPTION PLAN; AMENDING SECTION 54-104, BENEFITS AND CONTRIBUTION FOR MEMBERS HIRED ON OR AFTER DECEMBER 4, 2012; AMENDING SECTION 54-105, STABILIZATION FUND; CREATING A NEW SECTION 54-106, SHARE PLAN; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port Orange, Florida has entered into a collective bargaining agreement with the Professional Firefighters Association, covering City firefighters for the period December 22, 2015 through September 30, 2017; and

WHEREAS, the collective bargaining agreement contains certain changes to the City of Port Orange Fire and Rescue Pension Fund for firefighters employed by the City; and

WHEREAS, in order to implement the changes to the Fire and Rescue Pension Fund contained in the collective bargaining agreement, an amendment to Chapter 54 of the City Code is necessary; and

WHEREAS, the City has obtained an actuarial impact statement concerning the retirement plan changes in accordance with Article X, Section 14 of the Florida Constitution and Section 112.63, Florida Statutes;

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

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

SECTION 1: That Chapter 54, Personnel, Article IV, Fire and Rescue Pension Fund, of the Code of Ordinances of the City of Port Orange, is hereby amended by amending Section 54-84, Disability Benefits, subsection (a), in-line of duty disability, to read as follows:

Sec. 54-84. - Disability benefits.

(a) In-line of duty disability.

- (1) Any member who shall become totally and permanently disabled to the extent that he is unable, by reason of a medically determinable physical or mental impairment, to render useful and efficient service as a firefighter, which disability was directly caused by the performance of his duties as a firefighter, shall, upon establishing such disability to the satisfaction of the board, be entitled to a monthly pension equal to three percent of average final compensation for each year of credited service, but in any event the minimum amount paid to ~~the a member who becomes totally and permanently disabled prior to January 1, 2016,~~ shall be 42 percent of the average final compensation of the member. The minimum amount paid to a member who becomes totally and permanently disabled on or after January 1, 2016, shall be 51 percent of the average final compensation of the member. The benefit for a member with credited service as both a full-time firefighter and as a volunteer firefighter shall be calculated in the same manner as the normal retirement benefit as provided in section 54-82(b). Terminated persons, either vested or nonvested, are not eligible for disability benefits, except that those terminated by the city for medical reasons may apply for disability benefits within 30 days after termination.

* * * * *

SECTION 2: That Chapter 54, Personnel, Article IV, Fire and Rescue Pension Fund, of the Code of Ordinances of the City of Port Orange, is hereby amended by amending Section 54-100, Deferred retirement option plan, subsections (b) and (f), to read as follows:

Sec. 54-100. - Deferred retirement option plan.

* * * * *

(b) Participation.

(1) Eligibility to participate.

- a. Effective January 1, 2016, in lieu of terminating employment as a firefighter, any member who is eligible for normal retirement under the system may elect to defer receipt of his service retirement pension and to participate in the DROP; ~~provided that the election to participate in the DROP is made within 12 months following the date on which the member first become eligible for normal retirement. Any member who fails to make the election within such 12-month period shall forfeit all rights to participate in the DROP.~~
- b. ~~Notwithstanding subsection 54-100(b)(1)a, above, any member with 25 or more years of credited service on September 25, 2012, who previously became eligible to participate in the DROP in accordance with subsection 54-100(b)(1)a, above, but did not elect to participate in a timely manner, may make a DROP election within 30 days following September 25, 2012. All provisions of the plan as amended by this section shall apply to any eligible employee who elects to participate in the DROP pursuant to this subsection b. Any member who is eligible to make a DROP election pursuant to this subsection b who fails to make such election within 30~~

~~days following September 25, 2012, shall forfeit all rights to participate in the DROP.~~

- (2) Election to participate. A member's election to participate in the DROP must be made in writing at a time and manner determined by the board and shall be effective on the first day of the first calendar month which is at least 15 business days after it is received by the board.

* * * * *

SECTION 3: That Chapter 54, Personnel, Article IV, Fire and Rescue Pension Fund, of the Code of Ordinances of the City of Port Orange, is hereby amended by amending Section 54-104, Benefits and contribution for members hired on or after December 4, 2012, to read as follows:

Sec. 54-104. – Benefits and contribution for members hired on or after December 4, 2012.

Notwithstanding any other provision of this system, members hired on or after December 4, 2012, shall be subject to the provisions of sections 54-76 through 54-103, except as otherwise provided below:

- (1) The normal retirement date shall be 55 years of age with ten years of credited service. The alternative normal retirement date shall be 52 years of age with 25 years of credited service.
- (2) The early retirement date shall be 50 years of age with ten years of credited service.
- (3) The definition of "average final compensation" shall be the five best years of the last ten years of credited service.
- (4) The definition of salary is base pay and excludes overtime, education pay, specialty and incentive pay, lump sum payments of annual and sick leave, and compensation leave, and all other non-regular compensation.
- (5) Members hired on or after December 4, 2012, shall not receive a cost of living adjustment (COLA); ~~shall not be eligible to participate in the deferred retirement option program (DROP);~~ and shall not receive a supplemental benefit.
- (6) The maximum benefit at retirement shall not exceed 80 percent of average final compensation. The maximum annual benefit shall not exceed \$95,000.00. However, in no event shall a member receive a benefit that is less than two percent of average final compensation for each year of credited service.
- (7) The member contribution shall be eight percent of salary.
- (8) The benefit multiplier shall be two and one-half percent of average final compensation per year of credited service.

* * * * *

SECTION 4: That Chapter 54, Personnel, Article IV, Fire and Rescue Pension Fund, of the Code of Ordinances of the City of Port Orange, is hereby amended by amending Section 54-105, Stabilization fund, to read as follows:

Sec. 54-105. - Stabilization fund.

After the retirement system achieves a funded ratio of 100 percent or greater as reflected in the current Disclosure Information prepared in accordance with Per Statement No. 25 of the Governmental Accounting Standards Board requirements—Schedule of Funding Progress, the city will make a contribution of the higher of either the normal cost of the plan or a minimum 13 percent towards a stabilization fund for use during economic downturns to smooth the volatility of required pension payments. This contribution shall be paid to the retirement fund and shall not be used by the city or the members to acquire or fund new or additional benefits.

SECTION 5: That Chapter 54, Personnel, Article IV, Fire and Rescue Pension Fund, of the Code of Ordinances of the City of Port Orange, is hereby amended by adding a new Section 54-106, Share plan, to read as follows:

Sec. 54-106. – Share plan.

Pursuant to F.S. Section 175.351, a defined contribution plan component (“share plan”) is hereby established as a component of this system, but will not be activated unless and until a portion of Chapter 175 premium tax revenues has been assigned to fund the share plan. The provisions of the share plan shall be negotiated by the City and the union representing members of the system at the time Chapter 175 premium tax revenues are assigned to fund share plan. The system will continue to operate under the “Naples Letter” interpretation until October 1, 2018, in accordance with F.S. Section 175.351(7).

SECTION 6: Codification. Specific authority is hereby granted to codify and incorporate this Ordinance in the existing Code of Ordinances of the City of Port Orange.

SECTION 7: All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 8: If any provisions of this ordinance or the application thereof to any person or circumstance are 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 9: This ordinance shall become effective upon adoption, except as otherwise specifically provided herein.

ALLEN GREEN, MAYOR

ATTEST:

Michael H. Johansson, City Manager

Passed on first reading, this ____ day of _____, 2016.

Passed and adopted on second and final reading, this ____ day of _____, 2016.

Reviewed and Approved: _____
City Attorney

CITY OF PORT ORANGE
FIRE AND RESCUE PENSION FUND

ACTUARIAL IMPACT STATEMENT

April 11, 2016
(Page 1)

Attached hereto is a comparison of the impact on the Total Required Contribution (per Chapter 112, Florida Statutes), and the Required City Contributions, resulting from the implementation of the following changes:

1. Change the minimum Line of Duty Disability Benefit from 42% to 51% of Average Final Compensation for anyone who becomes Disabled on or after January 1, 2016.
2. Eliminate the criteria, effective January 1, 2016 that in order to enter the DROP it must be done within one year of reaching eligibility for Normal Retirement.
3. Allow all Members who are or become eligible for Normal Retirement access to the DROP, regardless of Tier.
4. Provide for a Share Plan that is not yet funded.

The cost impact, determined as of October 1, 2015, as applicable to the fiscal year ending September 30, 2017, is as follows:

	<u>Current</u>	<u>Proposed</u>
Total Required Contribution % of Total Annual Payroll	109.0%	109.1%
Less Expected Member Cont's % of Total Annual Payroll	7.6%	7.6%
Equals Required City & State % of Total Annual Payroll	101.4%	101.5%
Estimated State Contribution % of Total Annual Payroll	391,117 15.5%	391,117 15.5%
Balance From City % of Total Annual Payroll	85.9%	86.0%

CITY OF PORT ORANGE
FIRE AND RESCUE PENSION FUND

ACTUARIAL IMPACT STATEMENT

April 11, 2016

(Page 2)

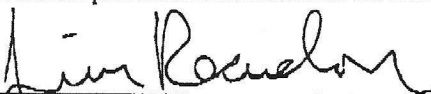
The changes presented herein are in compliance with Part VII, Chapter 112, Florida Statutes and Section 14, Article X of the State Constitution.



Patrick T. Donlan, A.S.A., M.A.A.A.
Enrolled Actuary #14-6595

STATEMENT OF PLAN ADMINISTRATOR

The prepared information presented herein reflects the estimated cost of the proposed improvement.



Chairman, Board of Trustees - Jim Reardon

COMPARATIVE SUMMARY OF PRINCIPAL VALUATION RESULTS

	New Benefits <u>10/1/2015</u>	Old Benefits <u>10/1/2015</u>
A. Participant Data		
Number Included		
Actives	53	53
Service Retirees	46	46
DROP Retirees	3	3
Beneficiaries	2	2
Terminated Vested	0	0
Disability Retirees	<u>2</u>	<u>2</u>
Total	106	106
Total Annual Payroll	\$2,522,043	\$2,522,043
Payroll Under Assumed Ret. Age	2,522,043	2,522,043
Annual Rate of Payments to:		
Service Retirees	2,138,229	2,138,229
DROP Plan Members	154,062	154,062
Beneficiaries	36,530	36,530
Terminated Vested	0	0
Disability Retirees	29,853	29,853
B. Assets		
Actuarial Value ¹	24,231,950	24,231,950
Market Value ¹	23,201,184	23,201,184
C. Liabilities		
Present Value of Benefits		
Active Members		
Retirement Benefits	8,348,959	8,348,959
Disability Benefits	359,230	341,579
Death Benefits	63,216	63,216
Vested Benefits	805,026	805,026
Refund of Contributions	111,145	111,145
Service Retirees	29,426,117	29,426,117
DROP Plan Members ¹	3,138,376	3,138,376
Beneficiaries	401,522	401,522
Terminated Vested	0	0
Disability Retirees	329,282	329,282
Excess State Monies Reserve	<u>0</u>	<u>0</u>
Total	42,982,873	42,965,222

C. Liabilities - (Continued)	New Benefits <u>10/1/2015</u>	Old Benefits <u>10/1/2015</u>
Present Value of Future Salaries	19,301,011	19,301,011
Present Value of Future Member Contributions	1,481,893	1,481,893
EAN Normal Cost (Retirement)	307,072	307,072
EAN Normal Cost (Disability)	34,277	31,986
EAN Normal Cost (Death)	3,315	3,315
EAN Normal Cost (Vesting)	67,842	67,842
EAN Normal Cost (Refunds)	<u>11,710</u>	<u>11,710</u>
Total Normal Cost (Entry Age Method)	424,216	421,925
Present Value of Future Normal Costs (Entry Age)	2,950,347	2,931,120
Accrued Liability (Retirement)	6,232,105	6,232,105
Accrued Liability (Disability)	121,004	122,580
Accrued Liability (Death)	39,379	39,379
Accrued Liability (Vesting)	344,741	344,741
Accrued Liability (Refunds)	0	0
Accrued Liability (Inactives) ¹	<u>33,295,297</u>	<u>33,295,297</u>
Total Actuarial Accrued Liability	40,032,526	40,034,102
Unfunded Actuarial Accrued Liability (UAAL)	15,800,576	15,802,152
D. Actuarial Present Value of Accrued Benefits		
Vested Accrued Benefits		
Inactives ¹	33,295,297	33,295,297
Actives	4,551,429	4,525,638
Member Contributions	<u>765,824</u>	<u>765,824</u>
Total	38,612,550	38,586,759
Non-vested Accrued Benefits	<u>932,732</u>	<u>932,732</u>
Total Present Value Accrued Benefits	39,545,282	39,519,491
Increase (Decrease) in Present Value of Accrued Benefits Attributable to:		
Plan Amendments	25,791	
Assumption Changes	0	
New Accrued Benefits	0	
Benefits Paid	0	
Interest	0	
Other	<u>0</u>	
	25,791	

Valuation Date Applicable to Fiscal Year Ending	New Benefits 10/1/2015 <u>9/30/2017</u>	Old Benefits 10/1/2015 <u>9/30/2017</u>
E. Pension Cost		
Normal Cost (with interest) ² % of Total Annual Payroll	17.5	17.4
Administrative Expenses (with interest) ² % of Total Annual Payroll	3.2	3.2
Payment Required to Amortize Unfunded Actuarial Accrued Liability over 30 years ² (as of 10/1/2015) % of Total Annual Payroll	88.4	88.4
Total Required Contribution % of Total Annual Payroll	109.1	109.0
Expected Member Contributions ² % of Total Annual Payroll	7.6	7.6
Expected City & State Contribution % of Total Annual Payroll	101.5	101.4

¹The asset values and liabilities for DROP Members include accumulated DROP Balances as of 9/30/2015.

² Contributions developed as of 10/1/2015 are expressed as a percentage of total annual payroll at 10/1/2015 of \$2,522,043.

ACTUARIAL ASSUMPTIONS AND METHODS

<u>Mortality Rate</u>	RP-2000 Table with no projection (disabled lives set forward 5 years). Based upon other studies of municipal Firefighters, we feel this assumption sufficiently accommodates future mortality improvements.	
<u>Termination Rate</u>	See Tables below (1304A). Based upon other studies of municipal Firefighters, we feel this assumption is reasonable.	
<u>Disability Rate</u>	See Tables below (1207). It is assumed that 75% of disablements are service related. Based upon other studies of municipal Firefighters, we feel this assumption is reasonable.	
<u>Retirement Rates</u>		
“Frozen Benefit”	Old Normal Retirement Date	30%
	Old Normal Retirement Date + 1	15%
	Old Normal Retirement Date + 2	15%
	Old Normal Retirement Date + 3	15%
	Old Normal Retirement Date + 4	15%
	Old Normal Retirement Date + 5	100%
Benefits accrued after 9/25/2012	New Normal Retirement Date	100%
	Based upon other studies of municipal Firefighters, we feel this assumption is reasonable.	
<u>Interest Rate</u>	7.80% (in 2014 valuation, 7.90%) per year compounded annually, net of investment related expenses.	
<u>Salary Increases</u>	<u>Years of Service</u>	<u>Rate</u>
	Under 5	7.00%
	5 to 9	6.00%
	10 to 14	5.00%
	15 or more	4.00%
	Based upon other studies of municipal Firefighters, we feel this assumption is reasonable.	
<u>Payroll Growth</u>	None.	

Cost-of-Living Increase

“Frozen Benefit”

At least 20 years at retirement: 3.00% per year beginning 5 years after retirement. Otherwise, 1.00% per year beginning 1 year after retirement.

“Future Service Piece”

At least 25 years at retirement (or 20 years if first eligible for Normal Retirement at 55 & 10): 2.50% per year beginning in 2026 and the later of 8 years after retirement and age 59.5.

Hired after 12/4/2012

No cost-of-living adjustment.

Administrative Expenses

Prior year actual expenses (\$77,530 for 2015).

Actuarial Cost Method

Entry Age Normal.

Asset Valuation Method

Each year, the prior Actuarial Value of Assets is brought forward utilizing the historical geometric 4-year average Market Value return. It is possible that over time this technique will produce an insignificant bias above or below Market Value.

<u>Age</u>	<u>% Becoming Disabled During the Year</u>	<u>% Terminating During the Year</u>	<u>Current Salary as a % of Salary at Age 50</u>
20	0.07%	9.30%	25.9%
30	0.11%	7.88%	40.7%
40	0.19%	4.28%	63.8%
50	0.51%	1.13%	100.0%

SUMMARY OF PLAN PROVISIONS
(Through Ordinance No. 2015-7)

CREDITED SERVICE

Years and fractional parts of years of service with the City as a Firefighter. Service as a volunteer firefighter shall be credited at one month of credited service for each complete year of volunteer service.

SALARY

Prior to 9/25/2012

Fixed monthly compensation (base pay) for services rendered to the City as a Firefighter, plus overtime and all tax-deferred, tax sheltered and tax-exempt items of income. Base pay includes education pay and specialty pay, but excludes lump sum payments of annual leave, sick leave, and compensation leave and other non-regular compensation.

On and After 9/25/2012

The same as above except excluding overtime and incentive pay.

AVERAGE FINAL COMPENSATION

Prior to 9/25/2012

Average Salary paid during the three (3) best years of the last ten (10).

On and After 9/25/2012

Average Salary paid during the five (5) best years of the last (10), provided in no event shall this be less than the average final compensation through 9/25/2012.

NORMAL RETIREMENT

Eligibility

Prior to 9/25/2012

Earlier of: 1) Age 50 and 10 years of Credited Service, or 2) the completion of 20 years of Credited Service, regardless of age.

On and After 9/25/2012

Earlier of 1) Age 55 and 10 years of Credited Service, or 2) the completion of 25 years of Credited Service, regardless of age. Benefits accrued prior to 9/25/2012 will utilize the prior Normal Retirement eligibility criteria.

Hired after 12/4/2012

Earlier of 1) Age 55 and 10 years of Credited Service, or 2) Age 52 and 25 years of Credited Service.

Benefit Amount

Hired before 12/4/2012

3.00% of Average Final Compensation times Credited Service. The maximum benefit (including any supplement) is the lesser of 90% of Average Final Compensation and \$95,000.

Hired after 12/4/2012

2.50% of Average Final Compensation times Credited Service. The maximum benefit is the lesser of 80% of Average Final Compensation and \$95,000.

In no event shall the benefit be less than 2.00% of Average Final Compensation times Credited Service.

Form of Benefit

Ten Year Certain and Life Annuity (options available).

EARLY RETIREMENT

Eligibility

Age 50 and 10 years of Credited Service. Members who attained 40 and 10 as of September 25, 2012 are also eligible.

Benefit Amount

Benefit determined as for Normal Retirement actuarially reduced to reflect early payment.

Form of Benefit

Ten Year Certain and Life Annuity (options available).

SUPPLEMENTAL BENEFIT

Normal and Early service retirees after September 25, 2012, who have completed at least 25 years of Credited Service, receive an additional \$20 monthly benefit for each year of service, to a maximum of \$500.

COST-OF-LIVING ADJUSTMENT

Effective October 1, 2003, all current and future retirees receiving benefits, including disability retirees and terminated vested persons and their beneficiaries or joint annuitants, will receive an annual increase in benefits (excluding the Supplemental Benefit) as follows:

Benefits accrued prior to 1/1/2013:

- a) For retirees who retired before October 1, 2003 and completed at least 19 years of Credited Service, the annual increase will be 3.00% commencing upon the 61st month following retirement.
- b) For retirees who retire on or after October 1, 2003 and complete at least 20 years of Credited Service, the annual increase will be 3.00% commencing upon the 61st month following retirement.
- c) For all other current and future retirees not described in (a) or (b) above, the annual increase shall be 1.00% and shall begin on the January 1st following one full year of retirement.

Benefits accrued on or after 1/1/2013:

For retirees who completed at least 25 years of Credited Service (or 20 years of Credited Service if first eligible for Normal Retirement at age 55 and 10 years of service), the annual increase shall be the lesser of 3.00% or the amount granted for Social Security benefits. The COLA would only be given in years that the Plan met or exceeded the actuarial assumptions, and also only when the GASB 25 Funded Ratio is above 80.00%. The COLA begins the later of 8 years after retirement and age 59.5.

Members hired after 12/4/2012

None.

DISABILITY

Eligibility

a) 10 years of contributing service for non-service related; coverage from date of hire for service-incurred.

b) Total and permanent disability as determined by the Board.

Benefit Amount

Non-Service Connected

Benefit computed as for Normal Retirement.

Service Connected

Benefit computed as for Normal Retirement, but not less than 42% of Average Final Compensation.

VESTING (TERMINATION)

Less than 10 years - Refund of Accumulated Member Contributions.

10 or more years - Accrued benefit payable at the otherwise Normal Retirement Date, or Refund of Member Contributions.

DEATH

Pre-Retirement

Vested or eligible for retirement: Beneficiary receives accrued pension payable for 10 years at otherwise Early or Normal Retirement Date (or actuarially reduced benefit payable for 10 years at the option of the Beneficiary).

Non-vested: Refund of Accumulated Member Contributions.

Post-Retirement

According to optional form of payment selected at retirement.

CONTRIBUTIONS

Employee	7.50% of Salary. 8.00% of Salary for Members hired after 12/4/2012.
Premium Tax	1.85% tax on applicable insurance policies.
City	Remaining amount necessary for payment of Normal (current year's) Cost and amortization of the accrued past service as provided by Chapter 112, Part VII, <u>Florida Statutes</u> .

BOARD OF TRUSTEES

- a) Two City Council appointees,
- b) Two Members of the Plan elected by a majority of the other covered Firefighters, and
- c) A fifth Member elected by the other 4 and appointed by the City Council.

DEFERRED RETIREMENT OPTION PLAN

Eligibility	Satisfaction of Normal Retirement requirements provided that the election to participate in the DROP is made within 12 months following the date on which the Member first became eligible for Normal Retirement. Members hired after 12/4/2012 are not eligible.
Participation	Not more than 60 months.
Rate of Return	Actual net rate of investment return.
Form of Distribution	Cash lump sum (options available).



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 04/19/2016

Consent item: No

SUBJECT: First Reading - Ordinance No. 2016-1 - Rezoning, Master Development Agreement (MDA) and Conceptual Development Plan (CDP) for Serenity Hills PUD; east side of Hensel Road, north of Hills Boulevard

DEPARTMENT: Community Development

GOAL:

OBJECTIVE:

RECOMMENDED MOTION: Move to approve Ordinance No. 2016-1 on first reading to rezone +/- 82.2 acres from Rural Residential (RR) and R-20 Single-Family Residential (R-20SF) to Planned Unit Development (PUD) and the Serenity Hills Master Development Agreement (MDA) and Conceptual Development Plan (CDP).

SUMMARY: Planning Commission Action (02/26/16):

Recommended approval (4-2) to rezone +/- 82.2 acres from Rural Residential (RR) and R-20 Single-Family Residential (R-20SF) to Planned Unit Development (PUD) and the Master Development Agreement and Conceptual Development Plan including the requested deviation from the Land Development Code (LDC) regarding roadway connections to existing road stub-outs (Rocko Road and Westport Drive), subject to the applicant revising the MDA and CDP to: 1) Remove all references to gates and private streets in the MDA and CDP, 2) Add back one-acre lots on the CDP and updating the MDA accordingly, and 3) Add language to the MDA that the Home Owners Association is to maintain the sidewalks within the PUD.

Summary:

The subject property is located on the east side of Hensel Road, north of Hills Boulevard (Rolling Hills Estates Subdivision). The staff report is attached for more information. The applicant is requesting to rezone +/- 82.2 acres from Rural Residential (RR) and R-20 Single-Family Residential (R-20SF) to Planned Unit Development (PUD) and associated approval of the Serenity Hills Master Development Agreement (MDA) and Conceptual Development Plan (CDP). If approved as requested by the applicant, the Serenity Hills MDA and CDP will provide the regulatory framework for the development of the subject property with 95 single-family home lots.

The attached staff report originally prepared in November 2015, based on 108 proposed lots, has been revised to reflect the current 95 lot proposal. There were a number of changes made to the MDA and CDP based on public and Planning Commission comments at the Planning Commission meetings. The following

modifications have been made to the proposed MDA and CDP by the applicant:

- Reduced the number of lots from 108 to 102 to 95
- Added back some one-acre lots;
- Removed all references to gates and private streets;
- Added language to the MDA that the HOA is to maintain the sidewalks within the PUD;
- Increased the minimum lot size from 12,750 square-feet to 15,000 square-feet;
- Reduced the minimum lot width from 85 feet to 75 feet;
- Reduced the size of the retention areas to allow for larger lots;
- Added specific amenities to the CDP (fountain in the pond, pavilion, waterfront park, and pedestrian trails);
- Revised lot configuring to increase the number of larger lots (20,000 square-feet and greater) located on the west and south side of the PUD property;
- Verified the proposed lots to ensure there is sufficient area for accessory structures (pool, patio, shed, and screen room); and
- Specified the minimum lot size, lot area, and setbacks for all proposed lots

Project Funding Account
No.: No.:

ATTACHMENTS:

1.	Ord. No. 2016-1	Ord. No. 2016-1.pdf
2.	Staff Report	Staff Report and Exhibits.pdf

Schmotzer, Melanie	Created/Initiated - 03/31/2016
Clark, Wayne	Approved - 03/31/2016
Roberts, Margaret	Approved - 04/13/2016
Johansson, M. Jake	Final Approval - 04/14/2016

ORDINANCE NO. 2016-1

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, REZONING
PROPERTY CONSISTING OF APPROXIMATELY
82.2 ACRES LOCATED ON THE EAST SIDE OF
HENSEL ROAD, NORTH OF HILLS BOULEVARD
(ROLLING HILLS ESTATE SUBDIVISION) FROM RR
(RURAL RESIDENTIAL) AND R-20-SF (SINGLE-
FAMILY RESIDENTIAL) TO PUD (PLANNED UNIT
DEVELOPMENT) AND APPROVING A MASTER
DEVELOPMENT AGREEMENT AND CONCEPTUAL
DEVELOPMENT PLAN FOR THE SERENITY HILLS
PUD; PROVIDING FOR CONFLICTING
ORDINANCES; PROVIDING FOR SEVERABILITY
AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the property owner has requested the rezoning of the property consisting of approximately 82.2± acres from Volusia County RR (Rural Residential) and R-20-SF (Single Family Residential) to City of Port Orange Planned Unit Development (PUD); and

WHEREAS, the city and Developer desire to enter into the Serenity Hills a Residential PUD Master Development Agreement ("MDA") and Conceptual Development Plan ("CDP");

WHEREAS, Developer submitted a request to the Planning Commission to approve the MDA and CDP for Serenity Hills a Residential PUD; 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 Serenity Hills a Residential PUD Master Development Agreement ("MDA") and Conceptual Development Plan ("CDP") subject to revised conditions as set forth in the MDA and CDP; and

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

Section 1. The City Council of the City of Port Orange does hereby rezone the property consisting of approximately 82.2± acres located on the east side of Hensel Road, north of Hills Boulevard (Rolling Hills Estate Subdivision) described in **Exhibit "1"**, attached hereto, from Volusia County RR (Rural

Residential) and R-20-SF (Single Family Residential) to City of Port Orange PUD.

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

Section 3. The City Council of the City of Port Orange does hereby approve the Serenity Hills a Residential PUD Master Development Agreement, attached hereto as **Exhibit "3"**.

Section 4. The Mayor and City Manager are hereby authorized to execute said Serenity Hills a Residential PUD Master Development Agreement on behalf of the City of Port Orange.

Section 5. All ordinances or resolutions or parts of ordinances or resolutions in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

Section 6. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

Section 8. This ordinance shall become effective immediately upon adoption.

MAYOR 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: _____
Margaret T. Roberts, City Attorney

EXHIBIT "1"

LEGAL DESCRIPTION

Serenity Hill Planned Unit Development Legal Description

PARCEL 71

THE SOUTH ½ OF THE NORTHWEST ¼ OF SECTION 21, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA (LESS THE WEST 30 FEET FOR ROAD); TOGETHER WITH

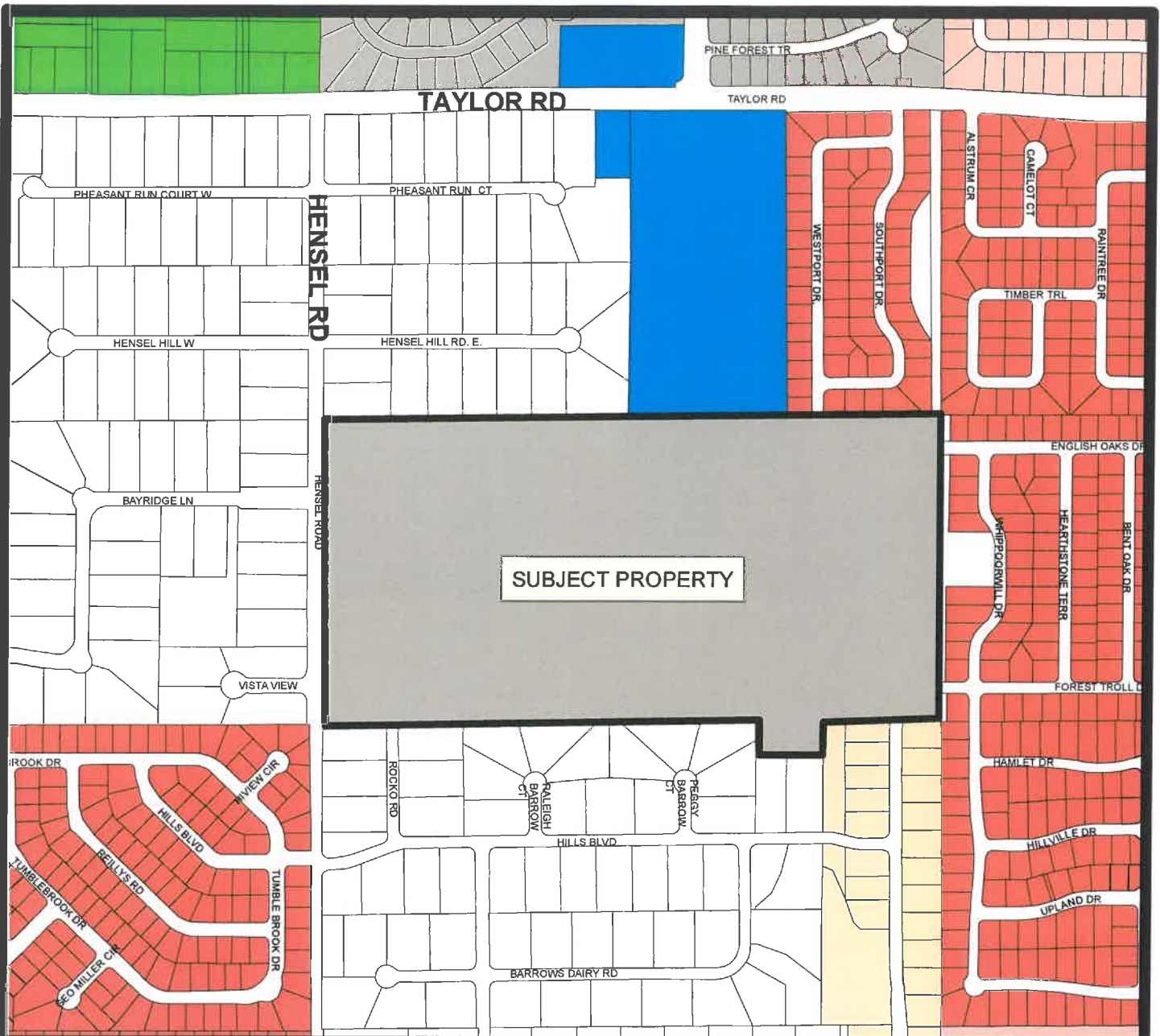
PARCEL 74

A PORTION OF SECTION 21, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: FROM THE NORTHEAST CORNER OF SEMINOLE WOODS, PHASE 1, AS RECORDED IN MAP BOOK 41, PAGE 106 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA RUN NORTH 00 DEGREES 21 MINUTES 48 SECONDS EAST, THE BEARING BASIS OF THIS DESCRIPTION ALONG THE WEST BOUNDARY OF THE HAMLET SUBDIVISION, FIRST ADDITION, AS RECORDED IN MAP BOOK 35, PAGES 99 AND 100, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA A DISTANCE OF 1322.28 FEET; THENCE DEPARTING SAID LINE, RUN NORTH 89 DEGREES 49 MINUTES 46 SECONDS WEST, A DISTANCE OF 512.04 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89 DEGREES 49 MINUTES 46 SECONDS WEST, A DISTANCE OF 290.14 FEET; THENCE SOUTH 00 DEGREES 47 MINUTES 08 SECONDS WEST, A DISTANCE OF 150.00 FEET; THENCE SOUTH 89 DEGREES 49 MINUTES 46 SECONDS EAST, A DISTANCE OF 290.14 FEET; THENCE NORTH 00 DEGREES 47 MINUTES 08 SECONDS EAST, A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING.

MORE PARTICULARLY DESCRIBED AS:

BEGIN AT THE SOUTHWEST CORNER OF BENT OAK SUBDIVISION, AS RECORDED IN PLAT BOOK PAGE 40, PAGE 60 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, RUN NORTH 89 DEGREES 48 MINUTES 51 SECONDS WEST ALONG THE NORTH BOUNDARY LINE OF BROKEN BOW ESTATES, AS RECORDED IN PLAT BOOK 49, PAGES 126 AND 127, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, A DISTANCE OF 512.21 FEET; THENCE SOUTH 00 DEGREES 46 MINUTES 15 SECONDS WEST A DISTANCE OF 150.06 FEET; THENCE NORTH 89 DEGREES 50 MINUTES 14 SECONDS WEST A DISTANCE OF 289.93 FEET; THENCE NORTH 00 DEGREES 46 MINUTES 14 SECONDS EAST A DISTANCE OF 149.98 FEET TO THE NORTH BOUNDARY LINE OF ROLLING HILLS ESTATES PHASE 2, AS RECORDED IN PLAT BOOK 49, PAGES 102 THROUGH 104, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE NORTH 89 DEGREES 49 MINUTES 48 SECONDS WEST ALONG SAID NORTH BOUNDARY LINE A DISTANCE OF 1875.76 FEET TO THE EAST RIGHT-OF-WAY LINE OF HENSEL ROAD; THENCE NORTH 00 DEGREES 38 MINUTES 15 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 1324.97 FEET; THENCE 89 DEGREES 45 MINUTES 30 SECONDS EAST ALONG THE SOUTH BOUNDARY LINES OF HENSEL HILL ESTATES-FIRST ADDITION, AS RECORDED IN PLAT BOOK 36, PAGE 161, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND SOUTHPORT SUBDIVISION, AS RECORDED IN PLAT BOOK 40, PAGE 67, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, A DISTANCE OF 2671.22 FEET TO THE NORTHWEST CORNER OF SAID BENT OAK SUBDIVISION; THENCE SOUTH 00 DEGREES 20 MINUTES 58 SECONDS WEST ALONG THE WEST BOUNDARY LINE OF SAID BENT OAK SUBDIVISION A DISTANCE OF 1321.61 FEET TO THE POINT OF BEGINNING.

EXHIBIT "2"



- | | |
|--|--|
|  GPU Government/Public Use |  R-10SF Single Family Residential |
|  A Agriculture |  R-8SF Single Family Residential |
|  RR Rural Residential |  PUD Planned Unit Development |
|  R-20SF Single Family Residential | |



Case No. 15-65000001
ZONING MAP

CITY OF PORT ORANGE
DEPARTMENT OF COMMUNITY DEVELOPMENT



EXHIBIT “3”

SERENITY HILLS PLANNED UNIT DEVELOPMENT

A RESIDENTIAL PUD

MASTER DEVELOPMENT AGREEMENT

The City of Port Orange, a Florida municipal corporation (the "City"), and Coventry Partners, LLC, a Florida Limited Liability Corporation (the "Developer"), hereby covenant and agree, and bind their successors and assigns as follows

1. OWNERSHIP OF THE PROPERTY

This Planned Unit Development (PUD), commonly known as "SERENITY HILLS", involves approximately 82+/- acres of land which is legally described on Exhibit "A" attached hereto, and shall henceforth be referred to as the "Property". The Property is under unified ownership of Coventry Partners, LLC, signatory to this Agreement. Developer shall deliver to the City a certified copy in recordable form of the Statement of Authority for Coventry Partners, LLC. Delivery shall occur prior to approval by the City. This Agreement between the City and Developer shall revoke any and all prior development agreements applicable to the Property.

2. DEVELOPMENT CONCEPT

The Serenity Hills PUD provides for a detached, single-family residential development that protects the rural character of the Hensel Road area. The project provides for a variety of large lots, buffers and tree preservation areas to ensure that the project is compatible with the surrounding, existing neighborhoods. The project includes open space and common elements including trails, pavilions and access to water amenities.

3. DEVELOPMENT AGREEMENT AND CONCEPTUAL DEVELOPMENT PLAN

Development of the Property shall be controlled by the terms and provisions of this Master Development Agreement (the “Agreement”) and the Conceptual Development Plan, attached hereto as Exhibit “B”, for the Property which generally depicts the planned layout of

streets, lots, common areas and other planned features or improvements to the Property and demonstrates the lot coverage requirements available to lot owners within the PUD. Collectively, this Master Development Agreement and the Conceptual Development Plan for the Property may be referred to as the “Plan”. In the event of a conflict between the terms and provisions of the Master Development Agreement and the graphic illustrations of the Conceptual Development Plan, the Master Development Agreement shall control. If the Master Development Agreement is silent regarding a particular subject or requirement, such silence shall not be construed as a conflict with the Conceptual Development Plan. Unless otherwise specifically described within the master development agreement, final development, and development permits for uses/structures within the PUD shall comply with regulations, ordinances, and resolutions in effect at the time of plan approval or permit application. The parties acknowledge that compliance with the City’s Land Development Code (LDC) may necessitate modification of the Conceptual Development Plan. In the event modification to comply with the LDC is required, and the modifications to the Conceptual Development Plan are not in conflict with the textual provisions of this Agreement and any City ordinances not superseded by this Agreement, the modifications shall be deemed “minor” and may be approved without formal amendment of this Agreement. Minor modifications shall require the City Administrative Official’s written approval. If the Developer is not satisfied with the suggested resolution of any problem or the decision by the City Administrative Official categorizing the modification as minor or major, the Developer may appeal the decision to the Planning Commission. Appeals from the Planning Commission may be made to the City Council.

The developer shall provide a written notice in the covenants and restrictions and in each contract for sale and purchase of lots in the Serenity Hills PUD stating as follows: Accessory structures shall not be permitted to be located in the perimeter buffers established in Section 10

of the MDA. Buildings on the lots shall not be permitted to exceed the total building lot coverage requirements established in Section 4I of the Master Development Agreement.”

4. USAGE OF THE PROPERTY

A. Permitted Uses

The property shall be used for residential purposes and developed as a residential community with open space and other buffers as specified herein. The project shall be developed for a maximum of 95 single-family, detached dwelling units for a maximum density of 1.16 dwelling units per acre. When considered in light of other housing and community choices in the vicinity (e.g. Rolling Hills Estates, Hensel Hills Estates, Pheasant Run, Vista View, etc.) the Serenity Hills PUD will provide for a compatible residential development that is consistent with surrounding land use pattern and will protect the low-density character of the existing residential subdivisions immediately adjacent to the Serenity Hills PUD by only permitting custom-built, single-family detached dwellings.

The property has two land use classifications shown on the adopted Future Land Use Map and Official Zoning Map. The project overall density of 1.16 dwelling units is consistent with the density requirements assigned to the “Rural Transitional” and “Suburban Residential” land uses as contained on the adopted Future Land Use Map. The design also provides for a compatible transition between the varying densities of the surrounding properties.

There are stormwater ponds shown on the Conceptual Development Plan that will require approval by the City and the St. Johns River Water Management District. The developer is allowed to use the fill material resulting from the excavation of these ponds in the development of the subject property; however, the property cannot be used for commercial mining and excavation uses (also known as a “borrow-pit”), but the Developer is authorized to remove excess soil from the property after the site has been filled and graded in accordance with the

engineering plans approved by the City for the final subdivision plat. Stockpiling of fill material excavated from the site may be allowed on the site subject to the provisions of the City of Port Orange Land Development Code and Standard Construction Details.

B. Temporary Use

Developer, at its option and, subject to compliance with the provisions of LDC Chapter 5, Section 10, as applicable, may locate a marketing/sales/mortgage company office in any phase or phases of the Development. At Developer's option and, subject to compliance with the terms of this paragraph, the marketing/sales/mortgage company office may be moved from one phase to another phase. The developer shall not operate at any one time more marketing, sales, or mortgage company offices in model homes than permitted by the LDC throughout all phases and the duration of this Agreement. The marketing/sales/mortgage company office shall be for the purpose of selling and reselling residential units within the Serenity Hills PUD. Developer may at its option, and subject to the terms of this paragraph, use one or more model homes as the marketing/sales/mortgage company office and Developer may split the sales, marketing and mortgage functions into different housing units. Parking for the temporary activities allowed by this paragraph shall be either on the street, in the driveways of the residential units, or as permitted by the LDC.

C. Minimum Lot Area

Lot dimensions and configurations within the PUD are generally depicted on the Conceptual Development Plan. The lot sizes and configurations shall comply with the minimum dimensional requirements attached hereto as Exhibit "C". The lot dimensions and areas shown in Exhibits "C" may be adjusted during the final subdivision process. Staff shall be able to approve the proposed lot dimensions and area for the subdivision plat if:

1. The number of lots remains at or below 95 lots;

2. The amount of one-acre lots along the north, west and south property lines is maintained or increased;
3. The amount of open space and common open remains the same or increases;
4. The final subdivision plat is limited to a maximum of 47 lots with an area of 15,000 square feet and a minimum of 8 lots with an area of one acre.
5. All lots shown on the final subdivision plat shall be greater or maintain the minimum lot area (square-footage) as indicated on Exhibit "C"

D. Number of Units/Density

The total number of residential units in the development shall not exceed ninety-five (95) dwelling units or a gross project density of 1.16 dwelling units per acre.

E. Open Space

The Serenity Hill PUD complies with the LDC requirement of minimum sixty (60%) percent of the total project area as open space and twenty (20%) percent of the total project area in common open space. The Serenity Hills PUD was designed to be compatible with the surrounding rural areas. This results in large lot areas with an emphasis on private use of open space and significant buffers to the surrounding properties. The standard lot has been designed to accommodate a home with typical accessory structures, such as pools/decks, etc., so that active, common recreational area is not required. The overall size of the lots and the low-density design of the project reflect open space that is better accommodated within the individual lots, perimeter buffers, and tree preservation areas. Given the design goals of compatibility and consistency with the rural residential areas adjacent to the project, open space shall consist of:

- i. Perimeter buffers: 50 feet along the north, west, south, and a portion of the east property boundaries and 25 feet along a portion of the east property boundary, as shown on the CDP;
- ii. Stormwater retention and detention areas;
- iii. Pervious areas and sidewalks/trails within public rights-of-way within Serenity Hills;
- iv. Tree preservation and other common area tracts;
- v. Front, rear, side and corner-side yard setbacks of the individual lots;
- vi. Trails within tree preservation areas; and,
- vii. A centralized pavilion allowing enjoyment of water features within the Property. The pavilion shall comply with the architectural requirements of the Land Development Code and shall comply with the setbacks established for principal structures in Section 4.G. of this Agreement.

F. Maximum Building Height

The maximum building height shall not exceed 35 feet.

G. Minimum Building Setbacks (principal structure):

1. Exhibit C provides the minimum lot area, lot width, front, side, corner-side yard and rear setbacks established for all lots and the lake front pavilion (Parcel A).
2. Minimum Air-Conditioned Floor Area 2,000 sq. ft.
3. Minimum Enclosed Garage Floor Area: 400 sq. ft.
4. Maximum Building Coverage: 40%
5. Maximum Impervious Coverage: 60%
6. Minimum Open Space 40%
7. Lot width shall be measured at the front building setback line.

5. PHASING

Development of the Property may occur in phases or sub-phases. Each phase or sub-phase of the Property may be individually platted or, at the Developer's option, two (2) or more phases may be platted simultaneously. Each phase or sub-phase shall conform to the City standards of functionally "standing alone" in regard to provisions of access to infrastructure including, but not limited to, roads, potable water, sewer, reclaimed water and other required infrastructure. In the event only one (1) phase or sub-phase at a time is platted, the plat for a particular phase or sub-phase shall make provisions for allowing connection of the remaining phases or sub-phases in the configuration required by the Conceptual Development Plan, and contain such reservations, easements and utility extensions necessary to facilitate the development of subsequent phases in accordance herewith. The area included in a particular phase may be modified subsequent to this Agreement or divided into sub-phases provided the phase or sub-phase is able to functionally "stand alone" as required above. Such modification to the Conceptual Development Plan shall be allowed as a minor modification not requiring City Council approval provided the Developer can provide a reasonable and justifiable basis for the modified phasing or sub-phasing plan. If the Property is developed and platted in phases or sub-phases, the Developer may grade and clear the road rights of way, easements and stormwater improvements prior to platting of the lots within a future phase or sub-phase, so long as such grading and clearing is done pursuant to a valid permit from the City and the St. Johns River Water Management District. The phasing of development shall not effect or change the provisions of Paragraph 16 herein regarding expiration. The concept of phasing or sub-phasing is for the purpose of allowing the Developer the flexibility to meet market conditions and the ability to conform to the requirements of this Agreement and the LDC.

6. SANITARY WASTE, STORMWATER, POTABLE WATER, AND RECLAIMED WATER

It is anticipated that the Developer will extend water, sewer and reclaimed water lines to serve the PUD Property and the development authorized herein. If the City desires to extend the water, sewer and reclaimed water lines prior to the Developer's need for installation of the Developer's lines, the Developer shall grant the necessary utility easements to the City and the City shall install and pay for such lines, at the City's sole cost, consistent with the Utility Plan, and all lines and other necessary infrastructure shall be sized adequately to serve both the adjoining property and the lots within the PUD. Stormwater shall be retained as generally depicted on the Conceptual Development Plan. A 20' wide common area/ingress/egress access easement to Parcel G from the public right-of-way for stormwater pond maintenance/repair will be provided. The Developer shall comply with the City's LDC and the rules and regulations of the St. Johns River Water Management District concerning stormwater drainage.

7. ROADS, SIDEWALKS AND CONNECTIVITY

Roads within the Development shall be public and dedicated to the City. The development of the Serenity Hills PUD shall comply with the transportation concurrency management requirements established in the City of Port Orange Comprehensive Plan and LDC.

Serenity Hills shall provide for direct connection to Hensel Road, Forest Troll Drive, English Oak Drive and Broken Bow Lane in accordance with LDC, Ch. 5, Sec. 4(a)(1)(a) and (b) and Sec. 6(c)(3), but shall be exempted from these standards regarding access to Westport Drive. There is a potential for increased cut-through traffic if full access is required at this location. Access to Rocko Road is also exempt in order to protect and preserve the existing trees located in the area. In order to address life-safety issues and to assure access to emergency vehicles, thirty (30) feet wide emergency access easements shall be provided to align with Westport Drive

within the Serenity Hills PUD. The emergency access shall have stabilized sub-base and base consistent with the City of Port Orange standard construction details. The emergency access easements shall not be paved, and shall be covered with St. Augustine grass or other plant material acceptable to both the City and the Developer. No fencing or other obstructions shall be allowed within the emergency access easements. A perimeter fence may be allowed if designed and constructed to meet the City of Port Orange requirements for an emergency unobstructed access gate (crash gate).

Sidewalks shall be the maintenance responsibility of the HOA and shall be located adjacent to the public right-of-way within the private property abutting the public right-of-way. There shall be a four (4) feet wide pedestrian access easement over the sidewalk dedicated to the public to allow for the public to use and access the sidewalks and to allow the HOA access for maintenance. Construction of the sidewalks shall comply with the City of Port Orange Standard Construction Details.

8. IMPACT FEE CREDIT

Nothing in this Agreement shall be construed as a waiver by the Developer of its right to pursue impact fee credits for any and all work performed by the Developer for which impact fee credits can be awarded.

9. MAINTENANCE OF COMMON OPEN SPACE AND COMMON FACILITIES

The Developer will form and incorporate a non-profit homeowners' association (the "HOA") which will operate, maintain and control, subject to other documents of record, the common areas, and common facilities, including but not limited to all roads, sidewalks, bike paths, common open space, all of the lakes and storm water drainage systems within the PUD and the entrance features and areas to the PUD. The general scope and format of the homeowners' association documents, and the covenants and restrictions, will be similar in

concept to the documents of similar property owners' associations in Port Orange. In addition, there shall be architectural and development standards incorporated within the covenants and restrictions to ensure that only custom homes are constructed within the PUD. The covenants and restrictions governing the Property and association responsibilities shall be executed and recorded in the Public records of Volusia County, Florida. The HOA will have a board of directors to legislate and govern the rules and orders of the HOA. The HOA board will have the means and authority to carry out and regulate the by-laws and restrictions governing the maintenance, operation and repairs of all common areas and facilities. Not only will the board of directors be able to regulate and govern the common area; the board will also regulate each and every member requiring the maintenance and service of his own individual building site. The HOA rules may be enforced by fines and liens upon the individual building sites and any other remedy available at law. The HOA may charge and collect dues to maintain operate and service all common facilities on the Property. The HOA will have authority to place a lien against individual building sites in order to collect unpaid HOA dues. The owner of each lot within the Property will automatically become a member of the HOA by virtue of purchasing a building site subject to the rules, covenants, and restrictions of the HOA. The HOA will have the authority and means to hire, supervise, and regulate persons employed by them for the maintenance, repair and operation of common areas and facilities. If the association fails to perform the maintenance, repair or replacement, as necessary, of the stormwater drainage facility, the City shall have the right to enter upon the common area of the PUD and to provide the maintenance, repair, or replacement of the stormwater drainage facility and shall have the right to lien all owners of record in the PUD for the cost of such maintenance, repair, and replacement as the City may deem necessary. Developer reserves for itself, its successors and assigns, the right to maintain and operate separate facilities within the PUD which shall not be construed to be common

facilities owned by the homeowners association. The facilities which may be separately maintained and operated by Developer include, but are not limited to, the clubhouse, marketing, sales office, and other facilities or services as may be created or offered by the Developer consistent with the terms and provisions of this Agreement. If requested by the City and as otherwise needed for plat improvements, the Developer will provide easements and grants for the installation, maintenance and upkeep of the public utilities including water, sewer, and electricity. The Developer may from time to time add additional covenants and restrictions or make changes in the Association by-laws as may be required to guarantee that the project will be developed in accordance with the policies outlined in this Agreement. The HOA shall be responsible for enforcing the requirement for “custom-built” homes.

10. PROJECT BUFFERS AND LANDSCAPING

In order to comply with the requirements of Chapter 13, Section 3 and 3.5 of the Port Orange LDC, a perimeter buffer shall be provided as shown on the Conceptual Development Plan and shall comply with the following standards and requirements. The intent of the landscape buffer is to provide a protected green space separation between the project and surrounding neighborhoods. There shall be a buffer with a width of fifty (50') feet adjacent to Hensel Road, the north, south, and a portion of the east property boundaries of the Serenity Hills PUD, as shown in the CDP. A perimeter landscape buffer with a width of twenty-five (25') feet shall be provided along a portion of the east property boundary of the Serenity Hills PUD, as shown in the CDP. Landscaping within the perimeter landscape buffers shall meet or exceed the minimum requirements of the Port Orange LDC and shall have at a minimum four (4) shade trees, four (4) understory trees and forty (40) shrubs per 100-linear feet of perimeter boundary. Existing vegetation in the perimeter buffer that may remain undisturbed shall count towards the landscaping requirements for the buffer. Existing vegetation that is determined by the City to be

invasive exotics, diseased/dying and/or interfering with required extension of utilities may be removed, provided that any viable protected or specimen trees shall be mitigated in accordance with the City of Port Orange LDC, as amended. The landscape plans required for the final plat shall account for the removal and mitigation of trees within the perimeter buffers. No structures, primary or accessory, will be allowed within the 50' and 25' perimeter buffer, except for fencing, installed as depicted in the CDP. Individual lot owners shall be responsible for the maintenance of all landscaping within the buffer that is located on their property. As part of the subdivision process, there shall be a landscape conservation and maintenance easement granted to the Serenity Hill HOA to ensure that the landscape buffers are properly preserved and maintained. Maintenance of the landscape buffer/easement areas shall be the responsibility of the individual lot owners. The Serenity Hills HOA shall establish maintenance standards in the covenants and restrictions for the landscape/buffer easements. The covenants and restrictions shall provide for procedures to allow the HOA to notice individual lot owners that the landscape is not being maintained in accordance with the standards established in the covenants and restrictions. There also shall be provisions within the covenants and restrictions that allow the HOA to enter the individual lots to conduct maintenance within the landscape buffer to ensure that the minimum maintenance standards are being upheld. The covenants and restrictions shall include provisions for the HOA to charge the individual lot owners for the costs of the HOA maintaining the landscape buffer.

11. HENSEL ROAD WALL

A six (6) feet high concrete masonry wall, or similar material with stucco, decorative columns and banding shall be constructed a minimum of ten (10) feet from the right-of-way line for Hensel Road in order to buffer and screen the Serenity Hills PUD. The exact placement of the wall shall be coordinated with the landscape plans approved as part of the final plat. The

masonry wall along Hensel Road shall be required as part of the first phase of development of the Serenity Hills PUD. As part of the subdivision process, there shall be a maintenance easement granted to the Serenity Hill HOA to ensure that the wall is maintained.

12. ENVIRONMENTAL CONSIDERATIONS

Both during and after construction, the Developer will use reasonable efforts to preserve trees and natural vegetation within the Property and maximize protection of natural drainage pathways. The PUD shall comply with the tree preservation requirements of the City's LDC. The Developer shall comply with all rules, statutes, laws and regulations pertaining to protected wildlife species, including but not limited to the rules and permitting requirements of the Florida Game and Freshwater Fish Commission concerning gopher tortoises. Compliance with the City Environmental Preservation Code may necessitate modification of the Conceptual Development Plan.

13. EXPIRATION

The duration of this Agreement shall not exceed ten (10) years from the date of its execution. This Agreement may be extended for an additional five (5) year term by mutual consent of the Developer and the City subject to a public hearing. Development of the Serenity Hills PUD shall commence within three (3) years from the date of execution of this Agreement. Failure to comply with the schedule set out above shall cause this Agreement to lapse unless the schedule is modified by mutual agreement of the Developer and the City. Development shall be as defined by the LDC.

14. EFFECTIVE DATE

This agreement shall become effective upon recording in the public records of Volusia County, Florida.

15. AMENDMENTS

Amendments to this Agreement and Conceptual Development Plan shall comply with the requirements established in Chapter 3, Article 1 and Chapter 17, Section 17 of the City of Port Orange Land Development Code.

16. CONFORMANCE WITH THE LAWS

The developer agrees:

A. To develop the property according to all PUD regulations of the City to the extent those regulations are not inconsistent with the Plan for the property.

B. To provide agreements, contracts, deed restrictions, and sureties and other documents required by the City Legal Department for completion of the development or approved development phases, and for the continuing operation and maintenance of such areas, functions and facilities as are not to be provided, operated or maintained at public expense, and that the Developer's successors in title will be bound by the Developer's commitments made in this Agreement.

C. To be bound by all City codes and ordinances that are not in conflict with the provisions of this Agreement.

17. ENFORCEABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or otherwise unenforceable, such holding shall not affect the validity of enforceability of any other provision of this Agreement unless the holding so states.

18. PRIOR AGREEMENTS

This Agreement represents the complete understandings by and between the parties with respect to the development and continued use of the subject property. Any and all prior

agreements between the parties with respect to any subject comprehended by this Agreement is hereby voided and superseded by this Agreement.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto attached their hands and seals this _____ day of _____, 2016.

Signed, sealed and delivered
in the presence of

Witness 1 Signature

Print Name of Witness 1

Witness 2 Signature

Print Name of Witness 2

THE CITY OF PORT ORANGE, FLORIDA
a Florida municipal corporation

By: Allen Green, Mayor

Attest:

By: Robin Fenwick, City Clerk

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of __, 2016, by Allen Green and Robin Fenwick, Mayor and City Clerk, respectively, of The City of Port Orange, Florida, a Florida Municipal Corporation, on behalf of the City. They are personally known to me and did not take an oath.

Notary Type, Print or Stamp Name

My commission expires _____

DEVELOPER:

Coventry Partners, LLC, a Florida Limited Liability Company

By: Hensel Holding, LLC, a Florida Limited Liability Company, Manager

By: _____
Mitchel Sabina, Managing Member
Hensel Holding, LLC

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by Mitchel Sabina, Managing Member of Hensel Holding, LLC, a Florida Limited Liability Company, Manager of Coventry Partners, LLC, a Florida Limited Liability Company. He/she is personally known to me OR has produced _____ as identification.

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

EXHIBIT "A"

LEGAL DESCRIPTION

**Serenity Hill Planned Unit Development
Legal Description**

PARCEL 71

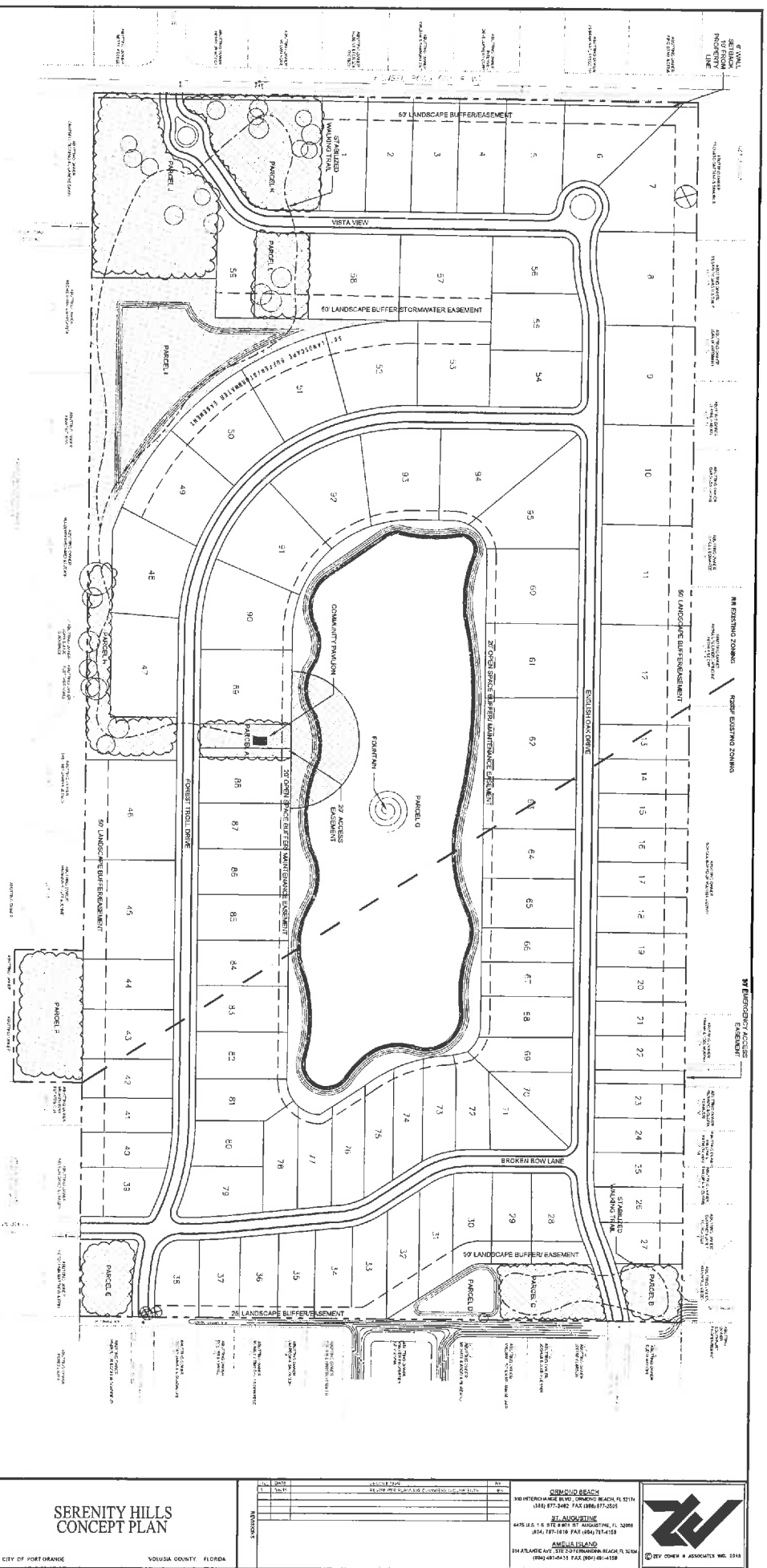
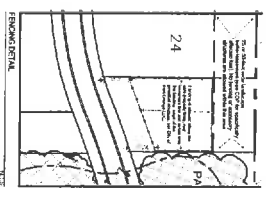
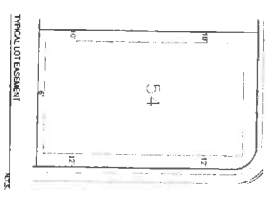
THE SOUTH ½ OF THE NORTHWEST ¼ OF SECTION 21, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA (LESS THE WEST 30 FEET FOR ROAD); TOGETHER WITH

PARCEL 74

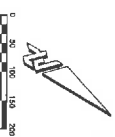
A PORTION OF SECTION 21, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: FROM THE NORTHEAST CORNER OF SEMINOLE WOODS, PHASE 1, AS RECORDED IN MAP BOOK 41, PAGE 106 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA RUN NORTH 00 DEGREES 21 MINUTES 48 SECONDS EAST, THE BEARING BASIS OF THIS DESCRIPTION ALONG THE WEST BOUNDARY OF THE HAMLET SUBDIVISION, FIRST ADDITION, AS RECORDED IN MAP BOOK 35, PAGES 99 AND 100, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA A DISTANCE OF 1322.28 FEET; THENCE DEPARTING SAID LINE, RUN NORTH 89 DEGREES 49 MINUTES 46 SECONDS WEST, A DISTANCE OF 512.04 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89 DEGREES 49 MINUTES 46 SECONDS WEST, A DISTANCE OF 290.14 FEET; THENCE SOUTH 00 DEGREES 47 MINUTES 08 SECONDS WEST, A DISTANCE OF 150.00 FEET; THENCE SOUTH 89 DEGREES 49 MINUTES 46 SECONDS EAST, A DISTANCE OF 290.14 FEET; THENCE NORTH 00 DEGREES 47 MINUTES 08 SECONDS EAST, A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING.

MORE PARTICULARLY DESCRIBED AS:

BEGIN AT THE SOUTHWEST CORNER OF BENT OAK SUBDIVISION, AS RECORDED IN PLAT BOOK PAGE 40, PAGE 60 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, RUN NORTH 89 DEGREES 48 MINUTES 51 SECONDS WEST ALONG THE NORTH BOUNDARY LINE OF BROKEN BOW ESTATES, AS RECORDED IN PLAT BOOK 49, PAGES 126 AND 127, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, A DISTANCE OF 512.21 FEET; THENCE SOUTH 00 DEGREES 46 MINUTES 15 SECONDS WEST A DISTANCE OF 150.06 FEET; THENCE NORTH 89 DEGREES 50 MINUTES 14 SECONDS WEST A DISTANCE OF 289.93 FEET; THENCE NORTH 00 DEGREES 46 MINUTES 14 SECONDS EAST A DISTANCE OF 149.98 FEET TO THE NORTH BOUNDARY LINE OF ROLLING HILLS ESTATES PHASE 2, AS RECORDED IN PLAT BOOK 49, PAGES 102 THROUGH 104, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE NORTH 89 DEGREES 49 MINUTES 48 SECONDS WEST ALONG SAID NORTH BOUNDARY LINE A DISTANCE OF 1875.76 FEET TO THE EAST RIGHT-OF-WAY LINE OF HENSEL ROAD; THENCE NORTH 00 DEGREES 38 MINUTES 15 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 1324.97 FEET; THENCE 89 DEGREES 45 MINUTES 30 SECONDS EAST ALONG THE SOUTH BOUNDARY LINES OF HENSEL HILL ESTATES-FIRST ADDITION, AS RECORDED IN PLAT BOOK 36, PAGE 161, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND SOUTHPORT SUBDIVISION, AS RECORDED IN PLAT BOOK 40, PAGE 67, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, A DISTANCE OF 2671.22 FEET TO THE NORTHWEST CORNER OF SAID BENT OAK SUBDIVISION; THENCE SOUTH 00 DEGREES 20 MINUTES 58 SECONDS WEST ALONG THE WEST BOUNDARY LINE OF SAID BENT OAK SUBDIVISION A DISTANCE OF 1321.61 FEET TO THE POINT OF BEGINNING.

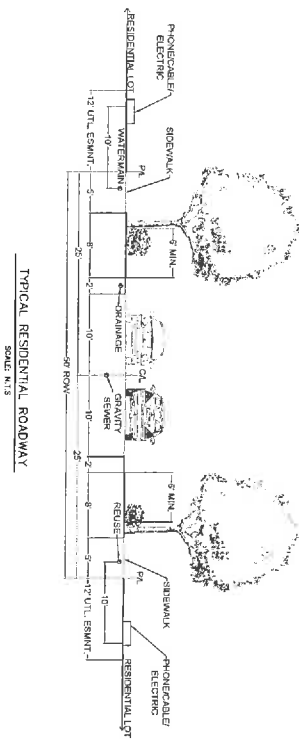
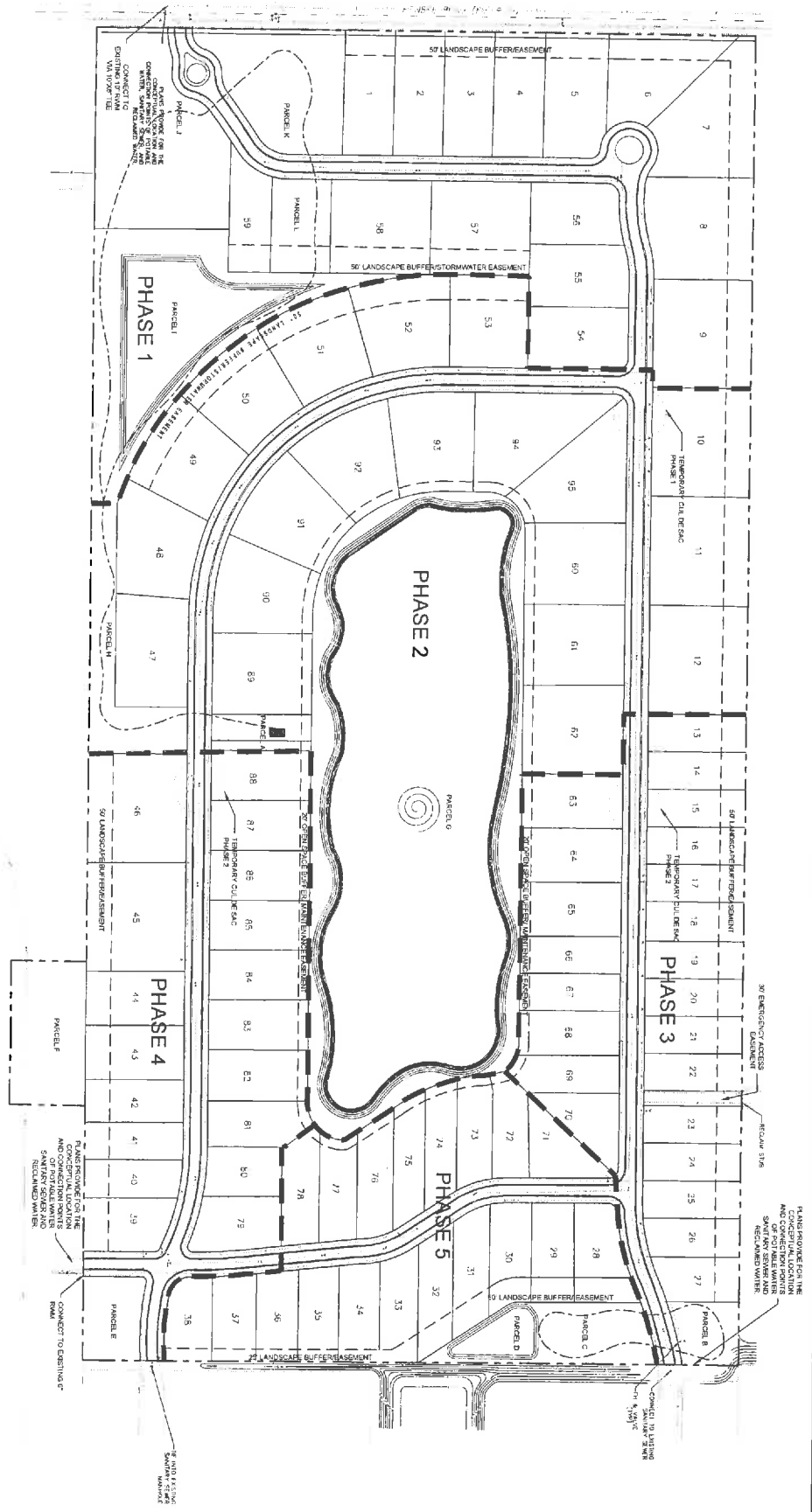
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	CANADIAN OPEN SPACE
	EXISTING VEGETATION PRESERVATION
	SPECIMEN TREES
	SPECIMEN TREES TO BE REMOVED
	STABILIZED WALKING TRAIL
	PARKING

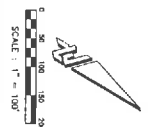


1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103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

DISCLAIMER: THE UTILITY PLANS SUBMITTED FOR THE SERENITY HILLS PUD CONCEPTUAL DEVELOPMENT PLAN ARE FOR PLANNING PURPOSES AND ARE NOT INTENDED TO BE USED FOR SUBDIVISION OR FINAL PLAT PURPOSES. THE UTILITY INFORMATION IN THE PUD CONCEPTUAL DEVELOPMENT PLAN ADDRESSES THE REQUIREMENTS CONTAINED IN CHAPTER 17, SECTION 17(1)(2)(D), CITY OF PORT ORANGE LAND DEVELOPMENT CODE, BY PROVIDING THE LOCATION OF EXISTING AND PROPOSED UTILITIES WITHIN 150 FEET OF THE PUD BOUNDARY. THE PLANS PROVIDE FOR THE CONCEPTUAL LOCATION, SIZE AND CONNECTION POINTS OF POTABLE WATER, SANITARY SEWER AND RECLAIMED WATER. IT IS UNDERSTOOD THAT ANY UTILITIES LOCATED OUTSIDE PUBLIC RIGHT-OF-WAY SHALL BE SUBJECT TO AN EASEMENT, AS REQUIRED BY THE CITY OF PORT ORANGE. IT IS FURTHER UNDERSTOOD THAT ACCEPTANCE OF THESE PLANS IS FOR APPROVAL OF THE REZONING AND CONSTRUCTION AND/OR EXTENSION OF UTILITIES IS SUBJECT TO ADDITIONAL DESIGN REVIEW AND PERMITTING AS PART OF THE SUBDIVISION PROCESS.



TYPICAL RESIDENTIAL ROADWAY
SCALE: 1" = 10'



PROJECT NO. 10002	DRAWN BY: JES
DATE: 01/01/2011	CHECKED BY: SE
DESIGNED BY: CE	APPROVED BY: JES
ZEV COHEN & ASSOCIATES, INC. CIVIL ENGINEERS - LANDSCAPE ARCHITECTS PLANNERS - TRANSPORTATION - ENVIRONMENTAL WWW.ZEVCOHEN.COM	
PROJECT NO. 10002 DATE: 01/01/2011 DESIGNED BY: CE	

SERENITY HILLS PHASING AND UTILITY PLAN

CITY OF PORT ORANGE

VOLUSIA COUNTY, FLORIDA

NO.	DATE	DESCRIPTION
1	01/01/2011	ISSUED FOR REVIEW
2	01/01/2011	REVISIONS

ORLANDO BEACH
301 INTERSTATE BLVD., ORLANDO BEACH, FL 32114
(407) 871-1111 FAX (407) 871-0505

ST. AUGUSTINE
401 U.S. 90, STE. 101 ST. AUGUSTINE, FL 32086
(352) 750-1111 FAX (352) 750-1111

AMELIA ISLAND
814 ATLANTIC AVE., THE 2 OF FERNANDINA BEACH, FL 32034
(904) 414-1111 FAX (904) 414-1111



EXHIBIT "C"

MINIMUM DIMENSIONAL REQUIREMENTS

Lot Number	Minimum Lot Area	Minimum Lot Width	Front Setback	Interior Side Setback	Corner Side Setback	Rear Setback	Buffer/ Easement Used for Rear Setback	Accessory Structures Allowed in Rear Yard
1	20,000	100	30	10	n/a	50	Hensel Road	No
2	20,000	100	30	10	n/a	50	Hensel Road	No
3	20,000	100	30	10	n/a	50	Hensel Road	No
4	20,000	100	30	10	n/a	50	Hensel Road	No
5	20,000	100	30	10	n/a	50	Hensel Road	No
6	20,000	100	30	10	n/a	50	Hensel Road	No
7	43,560	100	30	10	n/a	50	N. Perimeter	No
8	43,560	100	30	10	n/a	50	N. Perimeter	No
9	43,560	100	30	10	n/a	50	N. Perimeter	No
10	43,560	100	30	10	n/a	50	N. Perimeter	No
11	43,560	100	30	10	n/a	50	N. Perimeter	No
12	43,560	100	30	10	n/a	50	N. Perimeter	No
13	15,000	75	30	10	n/a	50	N. Perimeter	No
14	15,000	75	30	10	n/a	50	N. Perimeter	No
15	15,000	75	30	10	n/a	50	N. Perimeter	No
16	15,000	75	30	10	n/a	50	N. Perimeter	No
17	15,000	75	30	10	n/a	50	N. Perimeter	No
18	15,000	75	30	10	n/a	50	N. Perimeter	No
19	15,000	75	30	10	n/a	50	N. Perimeter	No
20	15,000	75	30	10	n/a	50	N. Perimeter	No
21	15,000	75	30	10	n/a	50	N. Perimeter	No
22	15,000	75	30	10	n/a	50	N. Perimeter	No
23	15,000	75	30	10	n/a	50	N. Perimeter	No
24	15,000	75	30	10	n/a	50	N. Perimeter	No
25	15,000	75	30	10	n/a	50	N. Perimeter	No
26	15,000	75	30	10	n/a	50	N. Perimeter	No
27	15,000	75	30	10	n/a	50	N. Perimeter	No
28	15,000	86.25	30	10	20	50	Open Space	No
29	15,000	75	30	10	n/a	50	Open Space	No
30	15,000	75	30	10	n/a	50	Open Space	No

Lot Number	Minimum Lot Area	Minimum Lot Width	Front Setback	Interior Side Setback	Corner Side Setback	Rear Setback	Buffer/ Easement Used for Rear Setback	Accessory Structures Allowed in Rear Yard
31	15,000	75	30	10	n/a	50	Open Space	No
32	15,000	75	30	10	n/a	50	Open Space	No
33	15,000	75	30	10	n/a	50	E. Perimeter	No
34	15,000	75	30	10	n/a	25	E. Perimeter	No
35	15,000	75	30	10	n/a	25	E. Perimeter	No
36	15,000	75	30	10	n/a	25	E. Perimeter	No
37	15,000	75	30	10	n/a	25	E. Perimeter	No
38	15,000	86.25	30	10	20	25	E. Perimeter	No
39	15,000	86.25	30	10	20	50	S. Perimeter	No
40	15,000	75	30	10	n/a	50	S. Perimeter	No
41	15,000	75	30	10	n/a	50	S. Perimeter	No
42	15,000	75	30	10	n/a	50	S. Perimeter	No
43	20,000	100	30	10	n/a	50	S. Perimeter	No
44	20,000	100	30	10	n/a	50	S. Perimeter	No
45	43,560	100	30	10	n/a	50	S. Perimeter	No
46	43,560	100	30	10	n/a	50	S. Perimeter	No
47	27,500	100	30	10	n/a	25	Open Space	Yes
48	27,500	100	30	10	n/a	25	Open Space	Yes
49	27,500	100	30	10	n/a	50	Open Space	No
50	27,500	100	30	10	n/a	50	Open Space	No
51	27,500	100	30	10	n/a	50	Open Space	No
52	27,500	100	30	10	n/a	50	Open Space	No
53	20,000	100	30	10	n/a	50	n/a	NoYes
54	20,000	115	30	10	20	25	n/a	Yes
55	20,000	100	30	10	n/a	25	n/a	Yes
56	20,000	115	30	10	20	25	n/a	Yes
57	27,500	100	30	10	n/a	50	n/a	No
58	27,500	100	30	10	n/a	50	Open Space	No
59	15,000	75	30	10	n/a	50	Open Space	No
60	27,500	100	30	10	n/a	50	Central Lake	No
61	27,500	100	30	10	n/a	50	Central Lake	No
62	27,500	100	30	10	n/a	50	Central Lake	No
63	20,000	100	30	10	n/a	50	Central Lake	No
64	20,000	100	30	10	n/a	50	Central Lake	No
65	20,000	100	30	10	n/a	50	Central Lake	No
66	15,000	75	30	10	n/a	50	Central Lake	No
67	15,000	75	30	10	n/a	50	Central Lake	No

Lot Number	Minimum Lot Area	Minimum Lot Width	Front Setback	Interior Side Setback	Corner Side Setback	Rear Setback	Buffer/ Easement Used for Rear Setback	Accessory Structures Allowed in Rear Yard
68	15,000	75	30	10	n/a	50	Central Lake	No
69	15,000	75	30	10	n/a	50	Central Lake	No
70	15,000	75	30	10	n/a	25	n/a	Yes
71	15,000	75	30	10	n/a	25	n/a	Yes
72	15,000	75	30	10	n/a	50	Central Lake	No
73	15,000	75	30	10	n/a	50	Central Lake	No
74	15,000	75	30	10	n/a	50	Central Lake	No
75	15,000	75	30	10	n/a	50	Central Lake	No
76	15,000	75	30	10	n/a	50	Central Lake	No
77	15,000	75	30	10	n/a	50	Central Lake	No
78	15,000	75	30	10	n/a	50	Central Lake	No
79	15,000	86.25	30	10	20	25	n/a	Yes
80	15,000	75	30	10	n/a	25	n/a	Yes
81	15,000	75	30	10	n/a	50	Central Lake	No
82	20,000	100	30	10	n/a	50	Central Lake	No
83	20,000	100	30	10	n/a	50	Central Lake	No
84	20,000	100	30	10	n/a	50	Central Lake	No
85	20,000	100	30	10	n/a	50	Central Lake	No
86	20,000	100	30	10	n/a	50	Central Lake	No
87	20,000	100	30	10	n/a	50	Central Lake	No
88	20,000	100	30	10	n/a	50	Central Lake	No
89	27,500	100	30	10	n/a	50	Central Lake	No
90	27,500	100	30	10	n/a	50	Central Lake	No
91	27,500	100	30	10	n/a	50	Central Lake	No
92	27,500	100	30	10	n/a	50	Central Lake	No
93	27,500	100	30	10	n/a	50	Central Lake	No
94	27,500	100	30	10	n/a	50	Central Lake	No
95	27,500	100	30	10	n/a	50	Central Lake	No
Lake Pavillion		70	30	10	n/a	50	Central Lake	No

1. Accessory Structure is defined in Chapter 2, Section 2 of the LDC.



STAFF REPORT

PUD Rezoning/Serenity Hills MDA and CDP

CASE NO. 15-65000001

REQUEST: Rezone +/-82.2 acres from Rural Residential (RR) and R-20 Single-Family Residential (R-20SF) to Planned Unit Development (PUD) and approval of the Serenity Hills Master Development Agreement (MDA) and Conceptual Development Plan (CDP)

LOCATION: East side of Hensel Road, north of Hills Boulevard

OWNER: Coventry Partners, LLC

APPLICANTS: Frank Costa, Liberty Group Realty, Inc. & Clay Ervin, Zev Cohen and Associates, Inc.

PLANNING COMMISSION RECOMMENDATION: PUD Rezoning – Approval
Serenity Hills MDA and CDP – Approval, subject to the applicant revising the MDA and CDP to: 1) Remove all references to gates and private streets in the MDA and CDP, 2) Add back some one-acre lots on the CDP and update the MDA accordingly, and 3) Add language to the MDA that the Home Owners Association is to maintain the sidewalks within the PUD.

STAFF RECOMMENDATION: PUD Rezoning – Approval
Serenity Hills MDA and CDP – Approval, subject to approval of the policy consideration for roadway connections

STAFF CONTACT: Tim Burman, Planning Manager (386) 506-5675

CITY COUNCIL DATE: April 19, 2016

REVISIONS TO THE MDA & CDP AND STAFF REPORT:

The original staff report prepared in November 2015 has been revised based on changes to the Master Development Agreement (MDA) and Conceptual Development Plan (CDP) to address comments received at the November, January, and February Planning Commission meetings.

At the February 26th Planning Commission Meeting, the Planning Commission recommended approval (4-2) to rezone +/- 82.2 acres from Rural Residential (RR) and R-20 Single-Family Residential (R-20SF) to Planned Unit Development (PUD) and the Master Development Agreement and Conceptual Development Plan including the requested deviation from the Land Development Code (LDC) regarding roadway connections to existing road stub-outs (Rocko Road and Westport Drive), subject to the applicant revising the MDA and CDP to: 1) Remove all references to gates and private streets in the MDA and CDP, 2) Add back some one-acre lots on the CDP and update the MDA accordingly, and 3) Add language to the MDA that the Home Owners Association is to maintain the sidewalks within the PUD.

There were a number of changes made to the MDA and CDP based on public and Planning Commission comments at the Planning Commission meetings. The following modifications have been made to the proposed MDA and CDP by the applicant:

- Reduced the number of lots from 108 to 102 to 95
- Added back some one-acre lots;
- Removed all references to gates and private streets;
- Added language to the MDA that the HOA is to maintain the sidewalks within the PUD;
- Increased the minimum lot size from 12,750 square-feet to 15,000 square-feet;
- Reduced the minimum lot width from 85 feet to 75 feet;
- Reduced the size of the retention areas to allow for larger lots;
- Added specific amenities to the CDP (fountain in the pond, pavilion, waterfront park, and pedestrian trails);
- Revised lot configuring to increase the number of larger lots (20,000 square-feet and greater) located on the west and south side of the PUD property;
- Verified the proposed lots to ensure there is sufficient area for accessory structures (pool, patio, shed, and screen room); and
- Specified the minimum lot size, lot area, and setbacks for all proposed lots

The following analysis has been updated from the initial 108 lot proposal to reflect the current proposed 95 lots.

DISCUSSION:

The applicant proposes to rezone 82.2 acres (Exhibit A) from Rural Residential (RR) and R-20 Single-Family Residential (R-20SF) to Planned Unit Development (PUD) and requests approval of the Serenity Hills Master Development Agreement (MDA) and Conceptual Development Plan (CDP). The subject property is located on the east side of Hensel Road, north of Hills Boulevard.



Location of the Proposed Serenity Hills PUD Area

The property is currently undeveloped and surrounded by several existing residential subdivisions with various sized lots. The following table summarizes the land use and zoning of the adjacent properties and the future land use and zoning maps are attached (Exhibit B and C).

Adjacent Future Land Use and Zoning – Table 1

Direction	Future Lane Use	Zoning	Land Use	Minimum Lot Size
North	Rural Transition (0-2 units/acre)	Rural Residential	Hensel Hill	1-acre
	Suburban Residential (2-4 units/acre)	R-8SF Single-Family Residential	Southport	8,000 SF
	Public/Institutional	Government/Public Use	Spruce Creek Elementary	N/A
South	Rural Transition (0-2 units/acre)	Rural Residential	Rolling Hills	1-acre
	Suburban Residential (2-4 units/acre)	R-20SF Single-Family Residential	Broken Bow	20,000 SF
East	Suburban Residential (2-4 units/acre)	R-8SF Single-Family Residential	Bent Oak	8,000 SF
West	N/A	N/A	80' Hensel Road ROW	N/A
	Rural Transition (0-2 units/acre)	Rural Residential	Unplatted Lots	1-acre

The MDA for the PUD designation constitutes a zoning document for the property, establishing permitted uses and certain development requirements. It does not grant approval of any specific development itself, but rather establishes parameters for how the property can be developed. Some flexibility from the standard code requirements is offered with the goal of creating a better quality project.

The proposed MDA provides the dimensional requirements for the proposed single-family lots. Building setbacks are based on the surrounding zoning districts including Rural Residential (RR), R-20 Single-Family Residential (R-20SF), and R-8SF Single-Family Residential (R-8SF). According to the Land Development Code (LDC), the building setback for the PUD shall not be less than the building setback requirements of the abutting zoning district. The rear-building setback proposed by the applicant is equal to or greater than the adjacent zoning districts.

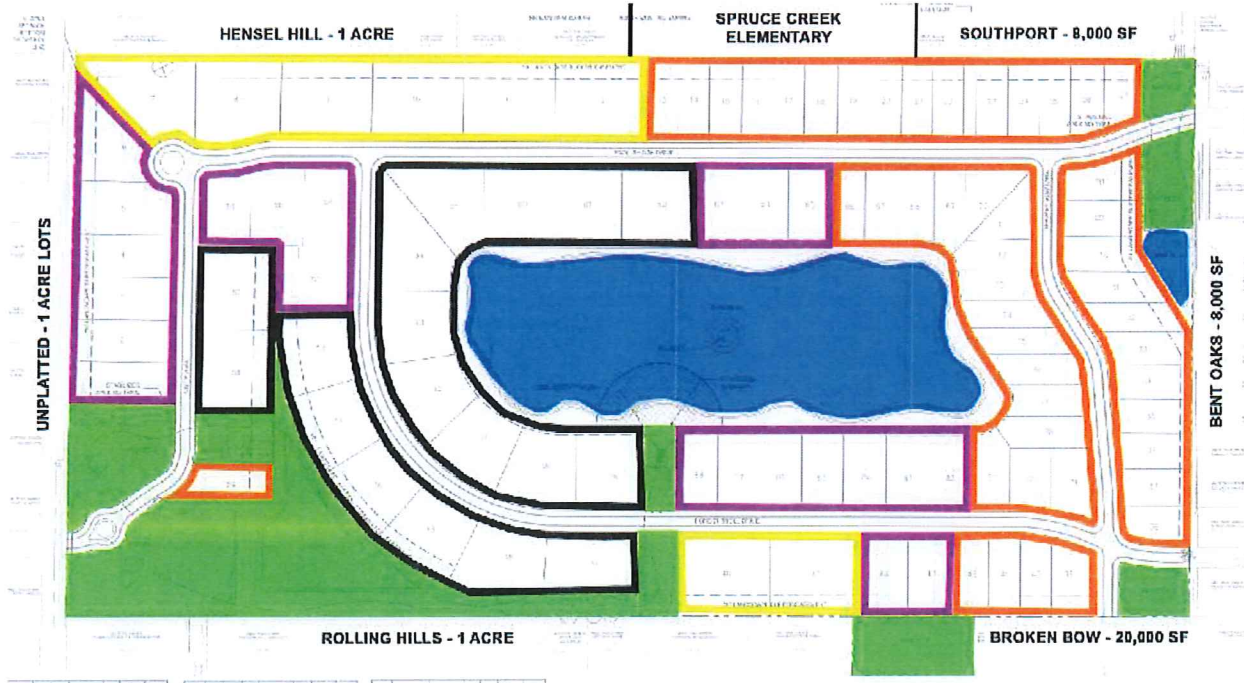
Dimensional Requirements – Table 2.

Zoning District	Minimum Living Area/D.U. (sq. ft.)	Minimum Lot Area (sq. ft.)	Minimum Lot Width (ft.)	Maximum Building Coverage	Minimum Open Space	Front Bldg. Setback (ft.)	Side Bldg. Setback (ft.)	Rear Bldg. Setback (ft.)	Maximum Height (ft.)
Proposed PUD	2,000	15,000	75	40%	40%	30	10	50 or 25*	35
RR	1,400	43,560	100	20%	70%	40	15	30	35
R-20SF	1,400	20,000	100	30%	60%	30	10	25	35
R-8SF	1,100	8,000.	80	35%	40%	30	7.5	25	35

* Rear setback for each lot is indicated on Exhibit C of the proposed MDA.

According to the applicant, if the PUD is approved, it would provide a mixture of various lot sizes and housing types typically not provided in other PUDs. The revised lot configuration for the proposed Serenity Hills subdivision consists of the following lots:

- One-acre minimum lots (**yellow**) abutting the existing one-acre lots in Rolling Hills and Hensel Hill.
- 27,500 square-foot minimum lots (**black**) located on the west side of the property.
- 20,000 square-foot minimum lots (**purple**) are generally located along Hensel Road and in the center of the property.
- 15,000 square feet minimum lots (**orange**) are generally located on the east side of property.



Proposed Lot Size and Configuration

CONSISTENCY WITH THE COMPREHENSIVE PLAN:

The subject property is designated Rural Transition (0-2 units/acre) and Suburban Residential (2-4 units/acre) on the City's Future Land Use Map (Exhibit B). As shown on Exhibit B, the majority of the 82.2-acre property has a Future Land Use (FLU) designation of Rural Transition (0-2 units/acre). The density for the proposed development is 1.16 residential units per acre.

Specifically, the Comprehensive Plan states that the Rural Transition category includes rural-scale or large-lot (usually 1 to 2 acres) residential development situated between Agricultural lands and areas of higher density/intensity. The residential development is limited to no more than two units per acre. Where urban services (water, sewer, garbage, etc.) are available, smaller lots of 5,000 square feet and greater are allowed, as long as sufficient open space and natural areas are preserved so as not to exceed the maximum allowable density.

There are at least six subdivisions within the City that have the Rural Transition (FLU) designation and are zoned PUD with minimum lot sizes between 5,000 square-feet and 13,500 square-feet.

PUD ZONING	MINIMUM LOT SIZE
Waters Edge	7,500
Cypress Head	10,350
The Pinnacle	5,000
Sawgrass Point	9,600
Golden Pond Estates	13,500
River Oaks	13,500

DEVELOPMENT PROPOSAL:

If approved, the Serenity Hills MDA and CDP will provide the regulatory framework for the development of the subject property with a maximum of 95 single-family home lots at a density of 1.16 units per acre. According to the MDA, all streets within the proposed subdivision will be public. The following discussion will focus on aspects of the proposed MDA and CDP (Exhibit D) such as general site layout, access, setbacks, lot dimensions, buffers/landscape easements, and traffic and other infrastructure capacity.

The proposed PUD is consistent with the general intent of Comprehensive Plan and the LDC. The applicant has stated that the proposed zoning document (MDA and CDP) provides a diversity of lot sizes, 50' rear yard landscape buffers in areas next to adjacent large lots, and a large entry feature as unique design elements and is also consistent with previously approved PUDs.

Project Access:

The proposed subdivision will be accessed from a main entrance point off Hensel Road. In addition, there are three roadway connections to existing "stubbed out" roads at Broken Bow Lane, Forest Troll Drive, and English Oaks Drive.

Subdivision:

The 82.2-acre site is proposed to be subdivided into 95 single-family lots and parcels for stormwater improvements, open space and common open space, preservation areas, and public rights-of-way to support the subdivision.

Landscaping/Screening:

The proposed development will comply with the landscape and screening requirements of the City's LDC such as right-of-way and perimeter buffers, tree preservation, and 6-foot tall wall adjacent to Hensel Road. A formal review of the landscaping and design of the screen wall will occur with the review of the subdivision plat and plans to verify compliance with the MDA and the Land Development Code.

A minimum fifty (50) foot wide buffer will be provided along the north, south and west perimeter and majority of the interior lots of the PUD to provide a transition between Serenity Hills and the adjacent existing residential developments (Rolling Hills, Hensel Hill, and Broken Bow) A combination of a fifty (50) foot wide buffer and a twenty-five (25)

foot wide buffer will be provided along the east perimeter of the PUD to provide a transition between Serenity Hills and the Bent Oak subdivision. According to the MDA, no fencing and primary or accessory structures will be allowed within the 25' or 50' perimeter buffer, except for fencing installed along the perimeter boundary line of the PUD. Both of these buffers exceed the minimum 10-foot wide perimeter buffer required by the Land Development Code (LDC) between adjacent residential developments of similar densities.

The proposed MDA requires any proposed development to comply with the existing City regulations pertaining to protected wildlife species and tree preservation.

Water, Sewer, and Reclaimed Water:

The proposed development will comply with the requirements of the City's LDC for improvements related to water, sewer, and reclaimed water service.

Stormwater:

The stormwater drainage infrastructure for this project will be in the form of a retention pond. The stormwater drainage design will be reviewed with the submittal of the subdivision plans. Per the City's Land Development Code (LDC), the applicant will be required to construct on-site stormwater facilities, designed to accommodate and treat the 25-year, 24-hour storm event, without causing flooding to adjacent properties or polluting the receiving water bodies.

The drainage area shown on the CDP will provide stormwater drainage for the entire 82.2-acre property and will also be required to meet the stormwater requirements of the St. Johns River Water Management District. If the PUD zoning amendment is approved, formal engineered drainage plans are required to be submitted as part of subdivision plat and plans application.

Open Space:

For a PUD, the LDC requires a minimum sixty percent (60%) of the overall PUD must be open space, at least twenty percent (20%) of which must be common open space. According to the LDC and past approved PUDs, open space includes, but is not limited to, tree and environmental preservation areas, water bodies, community gardens and common area parcels and portions of the rights-of-way that are pervious, and are not developed with impervious surface unless part of common open space. Common open space may include impervious areas developed with recreational facilities, clubhouses, docks, walkways, community gardens, preservation of natural resources and natural features, and related parking and support features.

The applicant states that the proposed CDP design contains sufficient, well-placed open space that offers significant open space and conservation areas to prevent an unattractive, overbuilt environment. The CDP includes conservation land, recreation areas, a 50-foot buffer along the north and south boundary line where only a 10-foot buffer is required by the LDC, and a 25-foot buffer along the east boundary line. The Applicant states that all of these elements together with the required minimum private open space on individual lots will achieve over 60% of the PUD being open space in some form.

Traffic:

The proposed subdivision will be required to comply with the City's Concurrency Management requirements in the LDC. If the PUD zoning amendment is approved, a traffic study is required at the time the subdivision plat and plans are reviewed to identify any improvements that might be needed. Similar to other developments within the City, the developer may be required to enter into a Fair-Share and Concurrency Agreement with the City to pay for part of the scheduled improvements for any impacted areas.

According to the Institute of Transportation Engineers (ITE) Trip Generation Manual, 9th edition, a 95 lot single-family residential subdivision could generate an additional 904 daily trips (452 entering and 452 exiting). According to the latest traffic counts for Hensel Road, Taylor Road, and Central Park Boulevard, there is sufficient capacity for traffic estimated to be generated by future development of this property (Table 3).

Roadway Capacity – Table 3

Roadway Segment	Maximum Capacity Vehicles per day	Current Vehicles per day	Remaining Capacity Vehicles per day	V/C Ratio****
Hensel Rd. from Taylor Rd. to Central Park Blvd	12,744	7,132*	+5,612	0.56
Taylor Rd. from Hensel Rd. to Spruce Creek Rd.	37,970	14,610**	+23,360	0.38
Taylor Rd. from Hensel Rd. to Clyde Morris Blvd.	37,970	18,470**	+19,500	0.49
Central Park Blvd. from Hensel Rd. to Spruce Creek Rd.	12,744	2,543***	+10,201	0.20

*Source: City of Port Orange Public Works, August 19 – 21, 2015

**Source: Volusia County Traffic Engineering, 2014

***Source: City of Port Orange Public Works, April, 2015

**** Volume/Capacity (V/C) Ratio – Volume-Demand-to-Capacity Ratio compares roadway demand (vehicle volumes) with roadway supply (carrying capacity). A V/C ratio of 1.00 indicates the roadway is operating at its capacity.

Schools:

If the PUD is approved, the applicant will be required to submit a School Concurrency Application to the Volusia County School District and the school district will determine if the adopted level of service will be met and capacity exists in the schools for the estimated students to be generated by the proposed development.

POLICY ISSUE:

PUD zoning allows the applicant to request flexibility from standard code requirements. In order to be eligible for this flexibility, the applicant must provide innovated site design. The Planning Commission and City Council will need to consider the following deviation from the LDC requested by the applicant:

Roadway Connections to Existing Road Stub-outs: The LDC requires that existing streets ending at a subdivision boundary be continued into the adjacent subdivision [LDC, Ch. 5, Sec. 4(a)(1)(a) and (b) and Sec. 6(c)(3)]. There are five existing street stub-outs that the LDC requires to be connected to the proposed development. The applicant is making the roadway connection to Broken Bow Lane (Broken Bow Estates subdivision), Forest Troll Drive and English Oak Drive (Bent Oaks subdivision). The applicant is requesting approval of a 30' emergency access easement with an emergency gate at the connection to Westport Drive (Southport subdivision) and no roadway or easement connection to Rocko Lane (Rolling Hills subdivision).



Proposed gated, emergency, and no access points

1. Applicant's emergency access proposal

Westport Drive: The applicant is requesting to not extend the existing Westport Drive stub-out into the proposed subdivision, because it would have the potential of adding to the number of vehicles entering/exiting at the intersection of Taylor Road and Southport Drive. The Police Department has expressed concerns with this roadway connection because it could increase the number of vehicles making the left turn movement onto Taylor Road during the school hours for Spruce Creek Elementary.

2. Applicant's no access proposal

Rocko Road: The applicant is requesting to not extend the existing Rocko Road street stub-out into the proposed subdivision because it would require the removal of specimen trees that the applicant would like to save.

RECOMMENDATION:

Staff recommends approval of the Rezoning to Planned Unit Development (PUD), the Master Development Agreement and Conceptual Development Plan for the Serenity Hills PUD subject to policy direction on the roadway connections to existing road stub-outs (Rocko Road and Westport Drive);

ATTACHMENTS:

1. Exhibit A – Revised Letter of Request from the Applicant
2. Exhibit B – Current Future Land Use Map
3. Exhibit C – Current and Proposed Zoning Map
4. Exhibit D – See Ordinance 2016-1 for the Serenity Hills Master Development Agreement and Conceptual Development Plan

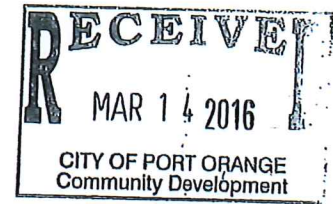


EXHIBIT A

300 Interchange Blvd., Suite C
Ormond Beach, FL 32174
386-677-2482 • Fax: 386-677-2505
Website: www.ZevCohen.com

March 14, 2016

Mr. Tim Burman
Planning Manager
City of Port Orange
1000 City Center Circle
Port Orange, Florida 32129



RE: Serenity Hills PUD
ZC 15082

Dear Tim,

Zev Cohen & Associates, Inc. (ZCA) is pleased to submit the following items for your review of the Serenity Hills Planned Unit Development (PUD):

- Two (2) 24' by 36' signed and sealed copies of the revised Conceptual Development Plan (CDP);
- Two (2) 11" x 17" signed and sealed copies of the revised Conceptual Development Plan;
- Two (2) copies of the revised Master Development Agreement (MDA); and,
- One (1) copy of a computer disk of the complete revised submittal.

The responses address the following conditions required by the Planning Commission as part of their motion to recommend approval of the proposed rezoning to PUD:

1. Remove all references to gates and private streets in the MDA and CDP.
2. Add one-acre lots on the CDP and update the MDA accordingly.
3. Add language to the MDA that the Home Owners Association is to maintain the sidewalks within the PUD.

The Serenity Hills PUD has been through several hearings with the Planning Commission and following summarizes the revisions to the documents and plans:

1. The number of lots has been decreased to 95. Please be aware that the initial request included the development of the property for a maximum of 125 lots. With this latest revision, our client has agreed to a 24% decrease in the number of lots that could be developed in the project;
2. The overall density has been decreased to 1.16 dwelling units per acre. According to the adopted Future Land Use Map, the allowable density is 2.7 dwelling units per acre and the Official Zoning Map allows a density of 1.36 dwelling units per acre. As you

can see, our client has agreed to a density that is below all density requirements adopted and enforced by the City.

3. The minimum lot area has been increased from 12,750 square feet to 15,000 square feet (1/3 acre). The MDA has been revised to limit the number of lots with an area of 15,000 square feet and to require a minimum number of lots with an area of one acre. All other lots shall have a minimum lot area of 20,000 square feet. This shows that the proposed PUD provides for a compatible transition between the existing large and small lot subdivisions that surround the PUD.
4. Our client agreed to make the roads public and to remove the gates. We are open to any suggestions from the City Council regarding this issue. We understand the need to provide for connectivity in the area, but we believe that a private community will reduce cut-through traffic, improve property values and reduce maintenance costs to the City.
5. Our client agreed to accept the maintenance of the sidewalks in the PUD. We request that this issue be further reviewed, given that the City's standards for public roads clearly show that the sidewalks need to be within the right-of-way. This creates a unique situation that places an undue burden on the future homeowners of Serenity Hills that is not applied to other property owners who reside in subdivisions with public streets and sidewalks.

We believe that all of the comments from staff and the conditions required by the Planning Commission have been addressed in the revised MDA and CDP.

Thank you and should you have any questions or concerns, please do not hesitate to contact me.

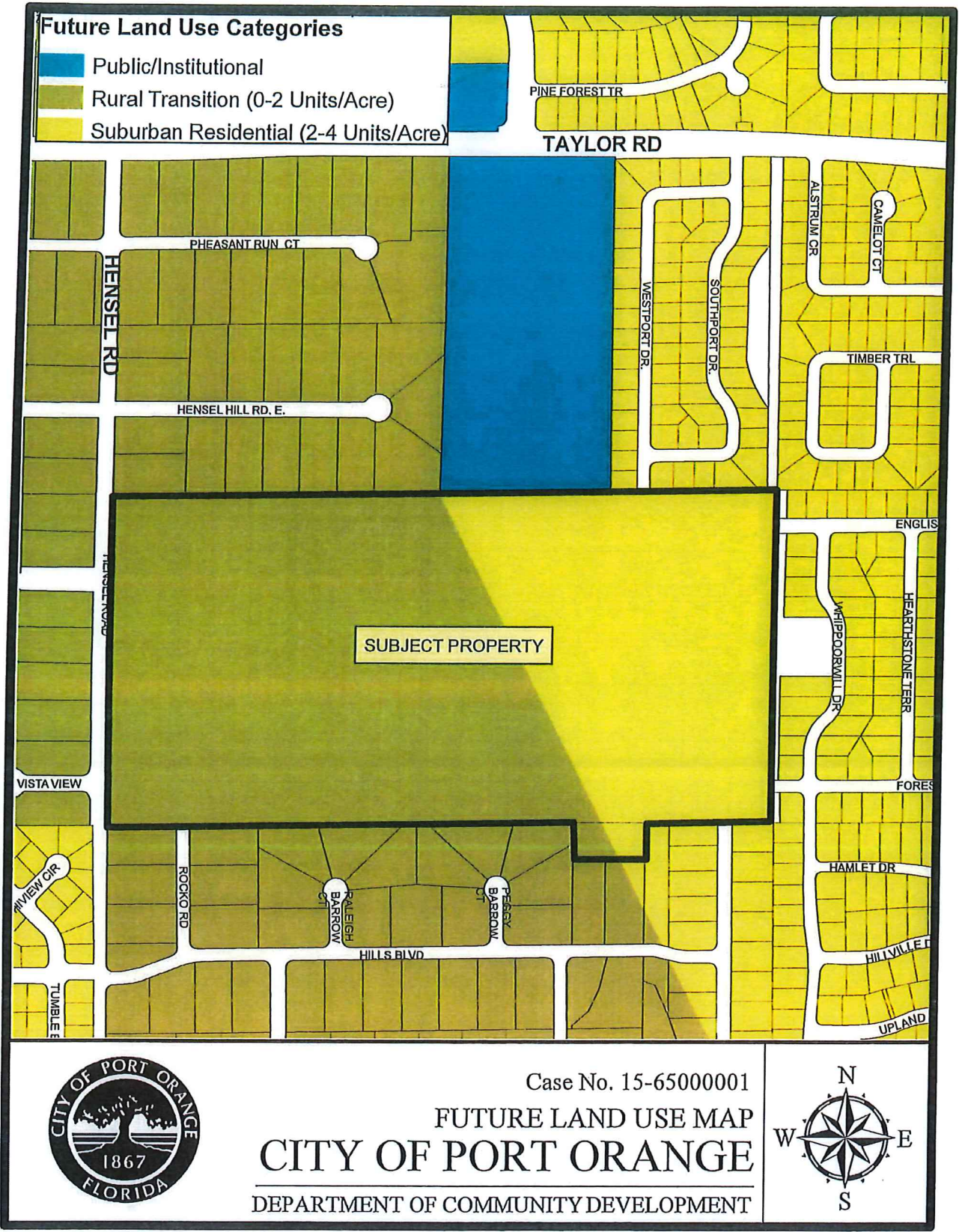
Sincerely,
ZEV COHEN & ASSOCIATES, INC.

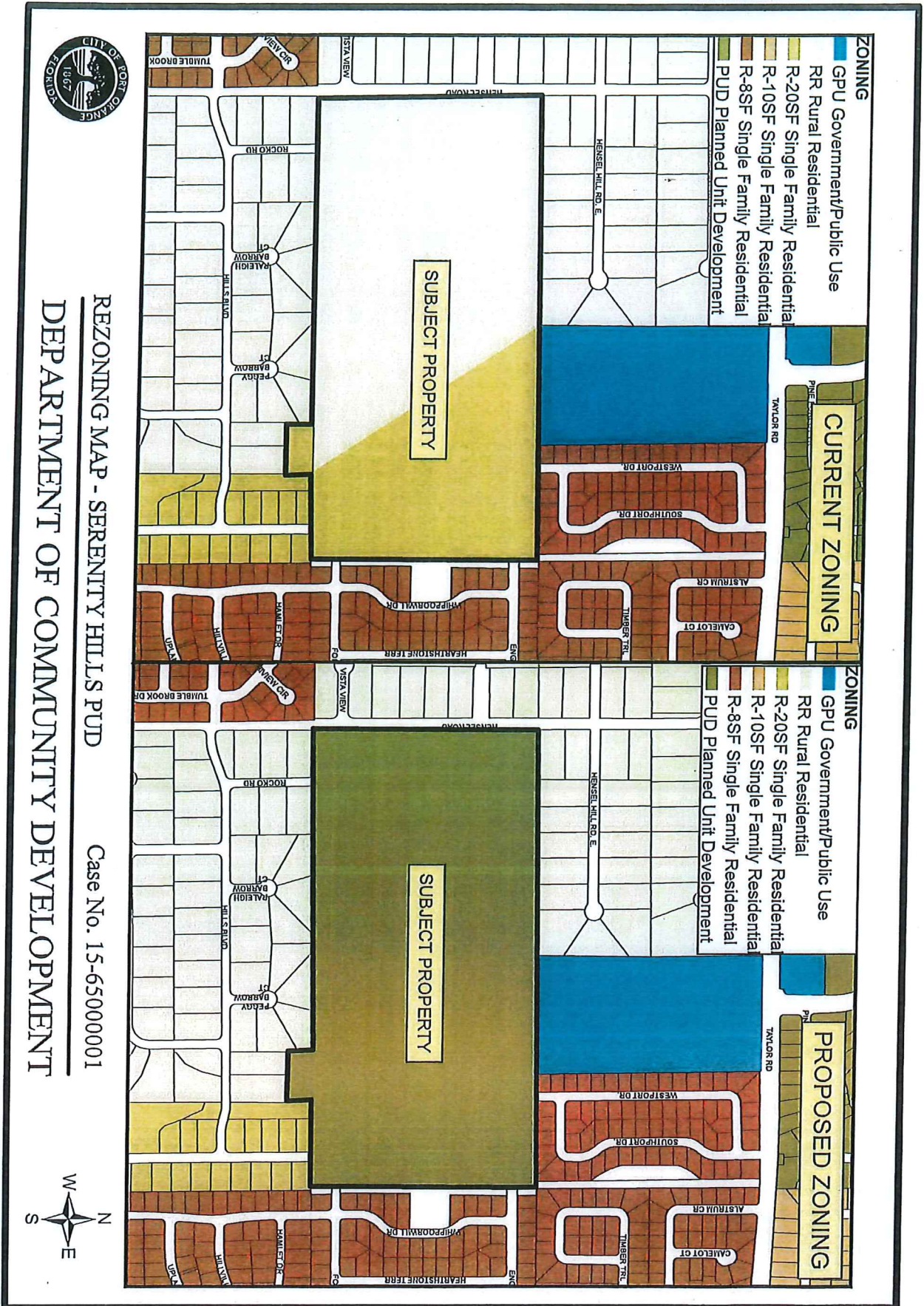


Clay Ervin,
Senior Planner/Project Manager

15082022
ECE

CC: Frank Costa
Glenn D. Storch
Bobby Ball, P.E.
File





REZONING MAP - SERENITY HILLS PUD
 DEPARTMENT OF COMMUNITY DEVELOPMENT

Case No. 15-65000001





CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 04/19/2016

Consent item: No

SUBJECT: First Reading - Ordinance No. 2016-6 – Adoption of the 16-1 Comprehensive Plan Amendments/Martin Road; CASE NO. 15-20000002

DEPARTMENT: Community Development

GOAL: 1 - Infrastructure Preservation

OBJECTIVE: N/A

RECOMMENDED MOTION: Move to adopt Ordinance No. 2016-6, amending the City's Comprehensive Plan Update for Case No. 15-20000002, and authorizing staff to send the adopted amendment to the required review agencies.

SUMMARY: The Port Orange City Council approved the transmittal of the subject plan amendments to the Department of Economic Opportunity (DEO) and other review agencies, per Resolution No. 16-5, at a public hearing held on January 15, 2016, as recommended by the Planning Commission. The State and local review agencies have completed their review with no comments, and the proposed amendment has been certified through the Volusia Growth Management Commission (VGMC).

The Applicant is requesting to amend the Comprehensive Plan to remove Martin Road from the Comprehensive Plan. Martin Road is proposed as a 2-lane collector road and is proposed to intersect Williamson Boulevard north of the Pinnacle subdivision and south of the Ashton Point Apartments, traversing through the Woodhaven Planned Unit Development (PUD).

Recently, the developer of the Woodhaven PUD began planning the northern residential area and is requesting to replace Martin Road with a local residential street. The developer is concerned with the potential of through traffic that could use Martin Road to bypass the Airport Road/Williamson Boulevard intersection and have a negative impact on the northern neighborhood area. The removal of Martin Road as a collector road would keep through traffic on Williamson Boulevard and only allow residential traffic within the northern residential area. According to the developer, if the amendment is approved, the northern residential area will have the main access point south of the Ashton Point Apartments but will not have any direct connection to Williamson Boulevard north of the Pinnacle subdivision.

The proposed amendments would remove the requirement for the developer of the Woodhaven PUD to construct Martin Road and remove Martin Road from Tables and Figures (maps) in the Comprehensive Plan. The proposed amendments do not result in an increase in residential density or intensity of non-residential square-footage.

-
1. Amend Transportation Mobility Element, Policy 3.2.5 to remove the obligation to construct the Martin Road as an improvement associated with the Woodhaven Planned Unit Development (PUD).
 2. Amend Transportation Mobility Element Tables 1 and 3 to remove Martin Road as a future transportation improvement.
 3. Amend Transportation Mobility Element Figures (Maps) 2-2, 2-4, 2-8, and 2-10, to remove Martin Road as a planned collector road.

Project Funding Account
No.: No.:

ATTACHMENTS:

1.	Ord. No. 2016-6	Ord. No. 2016-6.pdf
2.	Staff Report	Staff Rpt_ 16-1CPA.pdf

Cruz, Penelope	Created/Initiated - 03/25/2016
Clark, Wayne	Approved - 03/25/2016
Roberts, Margaret	Approved - 04/13/2016
Johansson, M. Jake	Final Approval - 04/14/2016

ORDINANCE NO. 2016-6

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; AMENDING THE TRANSPORTATION MOBILITY ELEMENT OF THE COMPREHENSIVE PLAN, POLICY 3.2.5, TABLES 1 AND 3, AND FIGURES 2-2, 2-4, 2-8, AND 2-10, TO REMOVE MARTIN ROAD AS A PLANNED COLLECTOR ROAD; PROVIDING FOR CONFLICTING ORDINANCES, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, after careful review, the Planning Commission, sitting as the Local Planning Agency, has forwarded a recommendation to the City Council regarding the adoption of the Five Year Schedule of Capital Improvements as set forth in the Capital Improvement Element of the Comprehensive Plan for the City of Port Orange including supporting data; and

WHEREAS, Section 163.3177(3), Florida Statutes (2013) requires the City to review the Capital Improvement Element annually, together with other elements or sub-elements that are directly related to the Five Year Schedule of Capital Improvements; and

WHEREAS, the attached documents incorporate data from the Transportation Planning Organization (TPO) Transportation Improvements Program (TIP) and the Volusia County School District Five-Year Work Program; and

WHEREAS, the City Council has provided an opportunity to receive comments and proposals from the general public with regard to the adoption of the Five Year Schedule of Capital Improvements; and

WHEREAS, the City has determined that this ordinance may be published in accordance with Section 166.041(3)(a), Florida Statutes (2013); and

WHEREAS, the City Council has received comments on the proposed amendment to the Comprehensive Plan; and

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

Section 1. For purposes herein, the term "Comprehensive Plan", shall mean the Comprehensive Plan for the City of Port Orange, consisting of the two (2) volumes entitled "Comprehensive Plan City of Port Orange 2010-2025", including Binder No. 1, consisting of ten (10) elements, including Future Land Use and Future Land Use Map; Transportation; Housing; Public Facilities; Public Schools Facilities; Coastal Zone Management; Conservation; Recreation and Open Space; Intergovernmental Coordination; and Capital Improvements, all as adopted by Ordinance No. 1999-43, as subsequently amended by Ordinances No. 1999-46, 1999-56, 1999-57, 2000-1, 2000-8, 2000-13, 2000-25, 2000-29, 2000-41, 2001-2, 2001-21, 2001-26, 2001-28, 2001-75, 2001-76, 2001-89, 2002-7, 2002-20, 2003-3, 2003-1, 2003-22, 2003-39, 2004-34, 2004-39, 2005-1, 2005-3, 2005-13, 2005-15, 2005-25, 2005-27, 2005-30, 2005-31, 2005-49, 2006-9, 2006-16, 2006-24, 2006-41, 2006-51, 2006-53, 2007-4, 2007-14, 2007-30, 2007-48, 2007-55, 2007-57, 2007-60, 2007-61, 2008-2, 2008-8, 2008-9, 2008-12, 2008-16, 2008-19, 2008-36, 2009-3, 2009-19, 2009-20, 2010-14, 2010-20, 2010-30, 2011-24, 2011-34, 2012-8, 2012-24, 2012-30, 2013-20, 2013-25, 2014-31, 2014-32, 2015-42, 2015-44 and this ordinance; and including Binder No. 2, Supporting Data.

Section 2. The City Council hereby adopts an amendment setting forth the Five Year Schedule of Improvements for the Capital Improvements Element for the Comprehensive Plan City of Port Orange 2010-2025, as attached hereto as **Exhibit "A"**, and incorporated herein by this reference.

Section 3. The Community Development Director or designee is hereby authorized to transmit copies of the proposed amendment to the Capital Improvement Element of the Comprehensive Plan City of Port Orange 2010-2025 to the appropriate agencies and to any other unit of local government.

Section 4. All ordinances or resolutions or parts of ordinances or resolutions in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

Section 5. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

Section 6. This ordinance shall become effective immediately upon adoption.

MAYOR 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: _____
Margaret T. Roberts, City Attorney

Exhibit A

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

Transportation Mobility Element

Policy 3.2.5: As a condition of PUD approval, Developers will construct the following transportation improvements as generally illustrated on Figure 2-4 of the Transportation Element:

- (i) Williamson Boulevard extension from its current terminus, 0.60 miles south of the intersection of Airport Road and Williamson Boulevard, to Pioneer Trail west of I-95;
and
- (ii) Transportation improvements along Pioneer Trail centered at, but not limited to, the intersection with Williamson Boulevard to accommodate turning vehicles accessing the PUD property;and
- ~~(iii) Martin Road.~~

TABLE 1
NEEDED TRANSPORTATION IMPROVEMENTS (2025)

ROADWAY	SEGMENT		PROJECTED VOLUME	VOL./CAP RATIO	IMPROVEMENTS NEEDED	NEW CAPACITY	NEW VOL./ CAP. RATIO
	FROM	TO					
ADDITIONAL CAPACITY							
Transit Transfer Station	Dunlawton Ave. /Nova Area		N/A	N/A	New central bus transfer Station	N/A	N/A
City-wide Bus Stops			N/A	N/A	Bus stop enhancements (5)	N/A	N/A
City-wide sidewalks			N/A	N/A	Sidewalk enhancements	N/A	N/A
Clyde Morris Blvd.	Herbert St.	Willow Run Blvd.	3,289	102%	TSM/TDM	N/A	N/A
Dunlawton Ave.	Clyde Morris Blvd.	Taylor Rd.	5,361	110%	TSM/TDM or 8-lane divided	N/A or 6,880	N/A or 78%
I-95	Beville Road (SR 400)	Dunlawton Ave.	7,457	136%	6-lane divided	8,320	90%
	Dunlawton Ave.	Pioneer Trail	5,679	103%	6-lane divided	8,320	68%
Taylor Rd.	Clyde Morris Blvd.	Yorktowne Blvd.	1,830	121%	TSM/TDM	N/A	N/A
	Taylor Branch Rd.	I-95	5,957	122%	TSM/TDM or 8-lane divided	6,530	91%
	I-95	Williamson Blvd.	4,454	110%	7-lane divided	6,260	71%
Williamson Blvd.	N. City Limits	Town West Blvd.	3,191	150%	4-lane divided	3,204	100%
	Taylor Rd.	Airport Rd.	4,283	134%	TDM	N/A	*134%
Yorktowne Blvd.	Dunlawton Ave.	Hidden Lakes Dr.	1,686	122%	4-lane divided	3,204	53%
DEVELOPMENT ACCESS & OTHER NEEDS							
Coraci Blvd.	Madeline Ave.	Road "D"	484	N/A	New 2-lane	1,656	29%
	Town West Blvd	Taylor Rd.	845	N/A	New 2-lane	1,656	51%
McGinnis Blvd.	Madeline Ave.	Williamson Blvd.	1,821	N/A	New 4-lane divided	3,204	57%
Madeline Ave.	Ridgewood Ave.	McDonald Rd.	1,197	N/A	New 2-lane	1,656	72%
	Williamson Blvd.	Tomoka Farms Rd.	1,069	N/A	New 2-lane	1,656	64%
Martin Rd.	Williamson Blvd. N	Williamson Blvd. S	229	N/A	New 2-lane	1,656	14%
Ridgewood Ave.	N. City Limits	Dunlawton Ave.	3,488	N/A	TSM/TDM	N/A	N/A
	Herbert St.	Dunlawton Ave.	3,488	N/A	TSM/intersections	N/A	N/A
Spruce Creek Rd.	Canal View Blvd.	Herbert St.	316	N/A	New 2-lane	1,440	22%
Williamson Blvd.	Airport Rd.	Pioneer Tr.	2,287	N/A	New 4-lane divided	3,204	71%
Willow Run Blvd.	Williamson Blvd.	Madeline Ave. ext.	294	N/A	New 2-lane	1,656	18%
Yorktowne Blvd.	Taylor Rd.	Dunlawton Ave.	1,062	N/A	New 4-lane divided	3,204	33%
	Hidden Lakes Dr.	Willow Run Blvd.	1,494	N/A	New 4-lane divided	3,204	47%

* Although volume may be higher, VMTs are expected to drop substantially, by approximately 38%, once development of new commercial nodes planned in the area occurs.

Note: "Needed" refers to those improvements needed to maintain the City's adopted LOS standard or to provide access.

Note: TSM/TDM improvements are proposed for designated constrained facilities on which capacity improvements are not feasible.

TABLE 3
PROGRAMMED TRANSPORTATION IMPROVEMENTS
FISCAL YEARS 2010-2015

TRANSPORTATION FACILITY	SEGMENT		CONSTRUCTION IMPROVEMENT	COST	FUNDING SOURCE
	FROM	TO			
BIKE/PED PROJECTS					
Clyde Morris Blvd.	Dunlawton Ave.	W. Pines Plaza Driveway	Sidewalk	\$70,800	City/TPO
Cross-Town Trail	City Center Dr.	Nova Rd.	Trail	\$568,618	City/TPO
Halifax Dr.	Dunlawton Ave.	Ocean Ave.	Bike-ped facility	\$100,000	City/CRA
Herbert St.	Carriage Gate Dr.	Nova Rd.	Sidewalk & trail	\$483,617	City/TPO XU
Herbert St.	Nova Rd.	Jackson St.	Sidewalk/bike lanes	\$30,589	City/TPO XU
Peninsula Dr.	Dunlawton Ave.	Demotte Ave.	Sidewalk	\$43,400	City /TPO XU
Ridgewood Ave.	N. City Limits	Dunlawton Ave.	Streetscape improvements	\$3,982,500	FDOT/CRA
Spruce Creek Rd.	Dunlawton Ave.	Herbert St.	Trail	\$250,000	City/TPO
	Taylor Rd.	Central Park Blvd.	Trail	\$226,600	City/TPO
Taylor Rd.	Williamson Blvd.	Taylor Branch Rd.	Pedestrian improvements	\$300,000	City/FDOT/ Developer
TRANSPORTATION SYSTEMS MANAGEMENT PROJECTS					
Clyde Morris Blvd.	At Pines Plaza/Wal-Mart driveway		Install traffic signal	\$345,000	City/Developer
Dunlawton Ave.	Ridgewood Ave	I-95	Fiber optic addition	\$250,000	FDOT
	At Spruce Creek Rd.		Intersection improvement	\$750,000	CRA
	At Village Trail		Turn lane	\$175,500	City/TPO
	Halifax Ave.	Ocean Ave.	Dunlawton Ave.	New roadway alignment	\$2,351,250
Ocean Ave.	Halifax Ave.	Ridgewood Ave.	New roadway alignment	\$2,351,250	CRA
Pioneer Tr.	At Turnbull Bay Rd.		Intersection Improvement	\$1,550,000	VCO
Ridgewood Ave.	At Herbert St. and Dunlawton Ave.		Intersection improvements	\$2,050,000	FDOT
Taylor Rd.	At Devon Street		New traffic signal	\$247,217	City/FDOT
	At Dunlawton Ave.		Traffic signal modification	\$200,000	Developer
	At I-95 Interchange		WB left turn lane ext.	\$200,000	City/FDOT/Developer
Williamson Blvd.	At Town West Blvd.		New traffic signal	\$273,000	Developer
	At Pioneer Trail		Intersection improvements	\$490,000	Developer
Willow Run Blvd.	At Clyde Morris Blvd.		Turn lane	\$130,000	City/TPO
ROADWAY WIDENING PROJECTS					
Coraci Blvd.	Town West Blvd.	¼ mile south	New 2-lane divided	\$850,000	Developer
	¼ mile south of Town West	Carmody Lakes Dr.	New 2-lane	\$1,300,000	City/Developer
ROADWAY WIDENING PROJECTS CONTINUED					
Martin Rd.	Williamson Blvd. N	Williamson Blvd. S	New 2-lane road	\$4,382,560	Developer

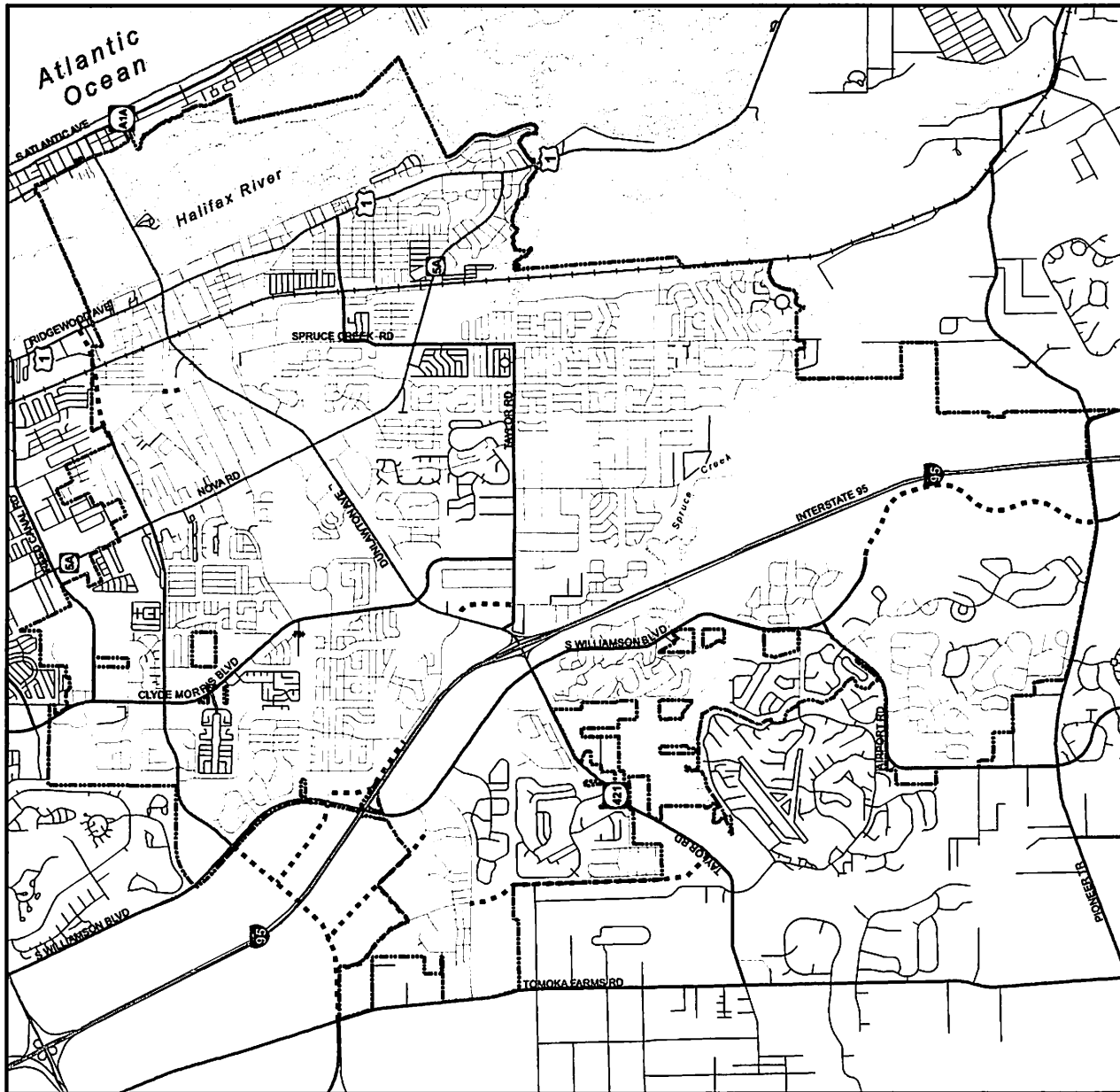


FIGURE 2 - 2

Roadway Maintenance

Existing (2009) & Proposed (2025)

Legend

- State Maintained
- County Maintained
- Proposed County Maintained
- City Maintained
- Proposed City Maintained
- FEC Railroad
- City Boundary

City of Port Orange
COMPREHENSIVE PLAN UPDATE 2010

***SOURCE: City of Port Orange Community Development
 December 2015***

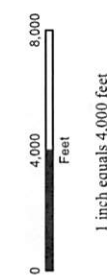
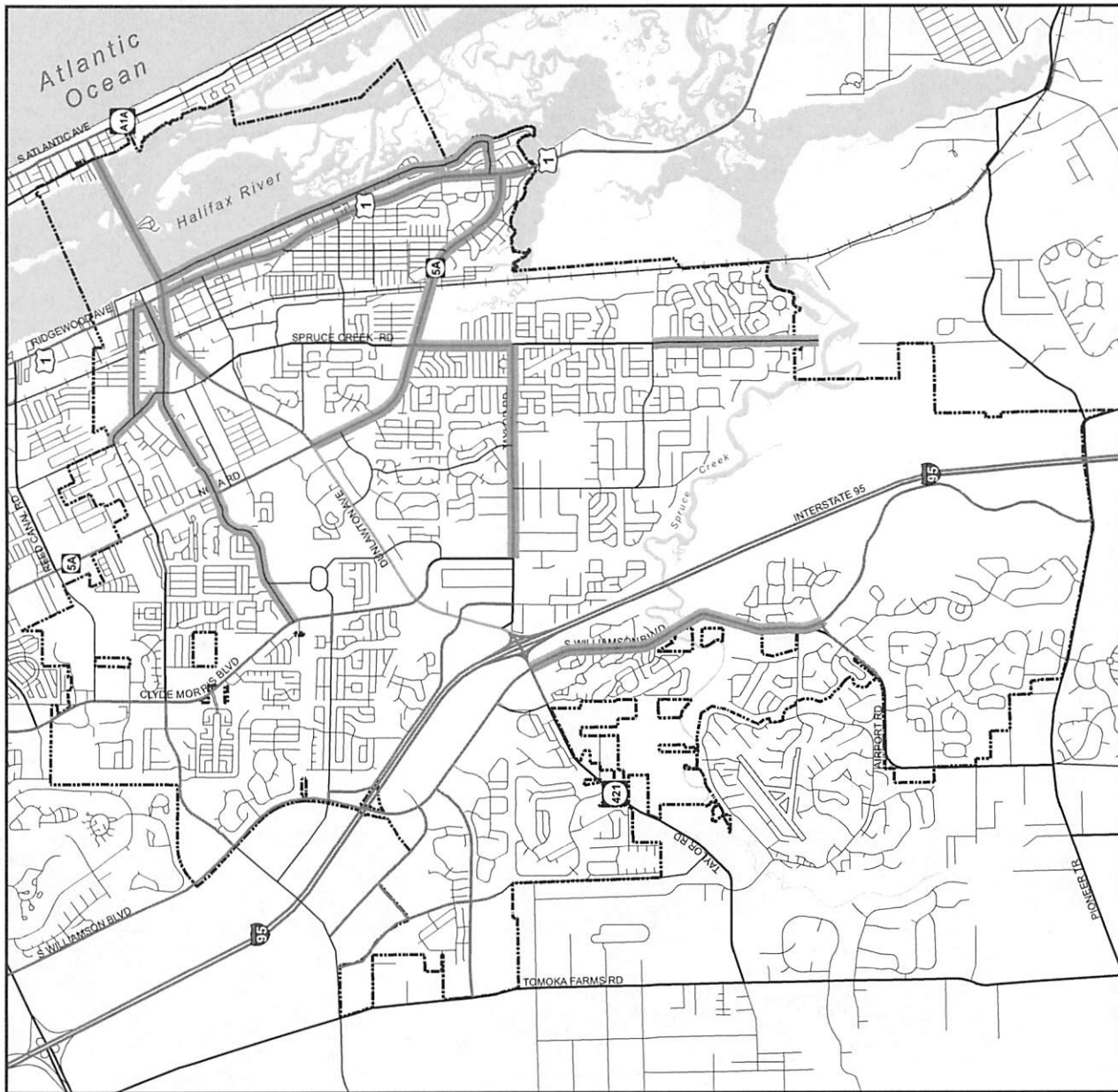


FIGURE 2 - 4

Roadway Number of Lanes (2025)

Legend

- 6-Lane Divided
- 5-Lane Divided
- 4-Lane Divided
- - - 2-Lane Divided
- 2-Lane
- ▬ Constrained Roadway
- FEC Rail Road
- - - City Boundary

City of Port Orange COMPREHENSIVE PLAN UPDATE 2010

SOURCE: City of Port Orange Community Development
December 2015

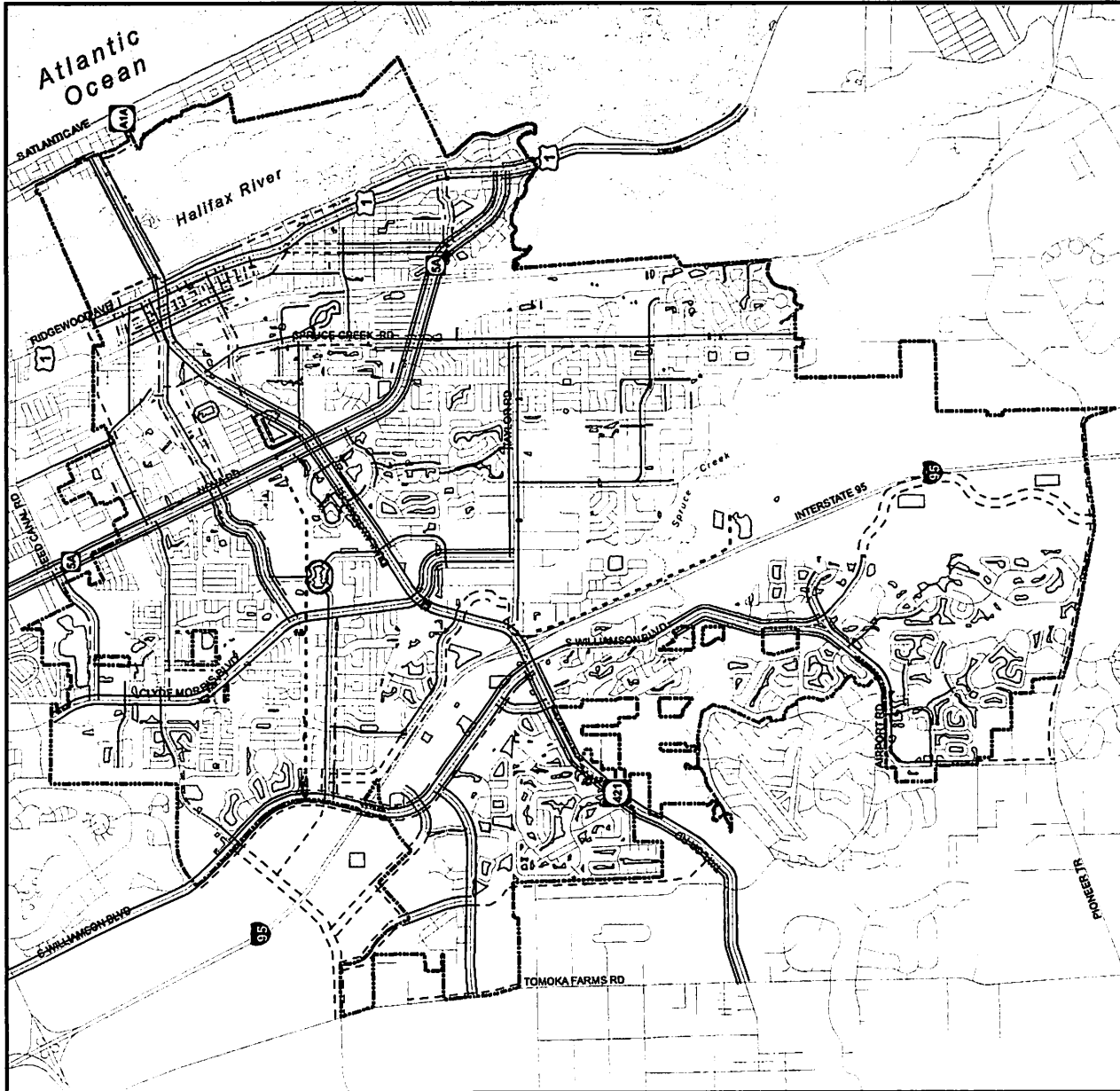


FIGURE 2 - 8

Significant Bikeways & Pedestrian Sidewalks

Existing (2009) & Proposed (2025)

Legend

- Existing 8' Bikeway or Paved Shoulder
- - - Proposed 8' Bikeway or Paved Shoulder
- Existing 8' Bikeway/Sidewalk
- - - Proposed 8' Bikeway/Sidewalk
- Existing 5' Bikeway/Sidewalk
- - - Proposed 5' Bikeway/Sidewalk
- ... Proposed 12' Multi-Use Trail
- City Boundary

City of Port Orange

COMPREHENSIVE PLAN UPDATE 2010

SOURCE: City of Port Orange Community Development

December 2015

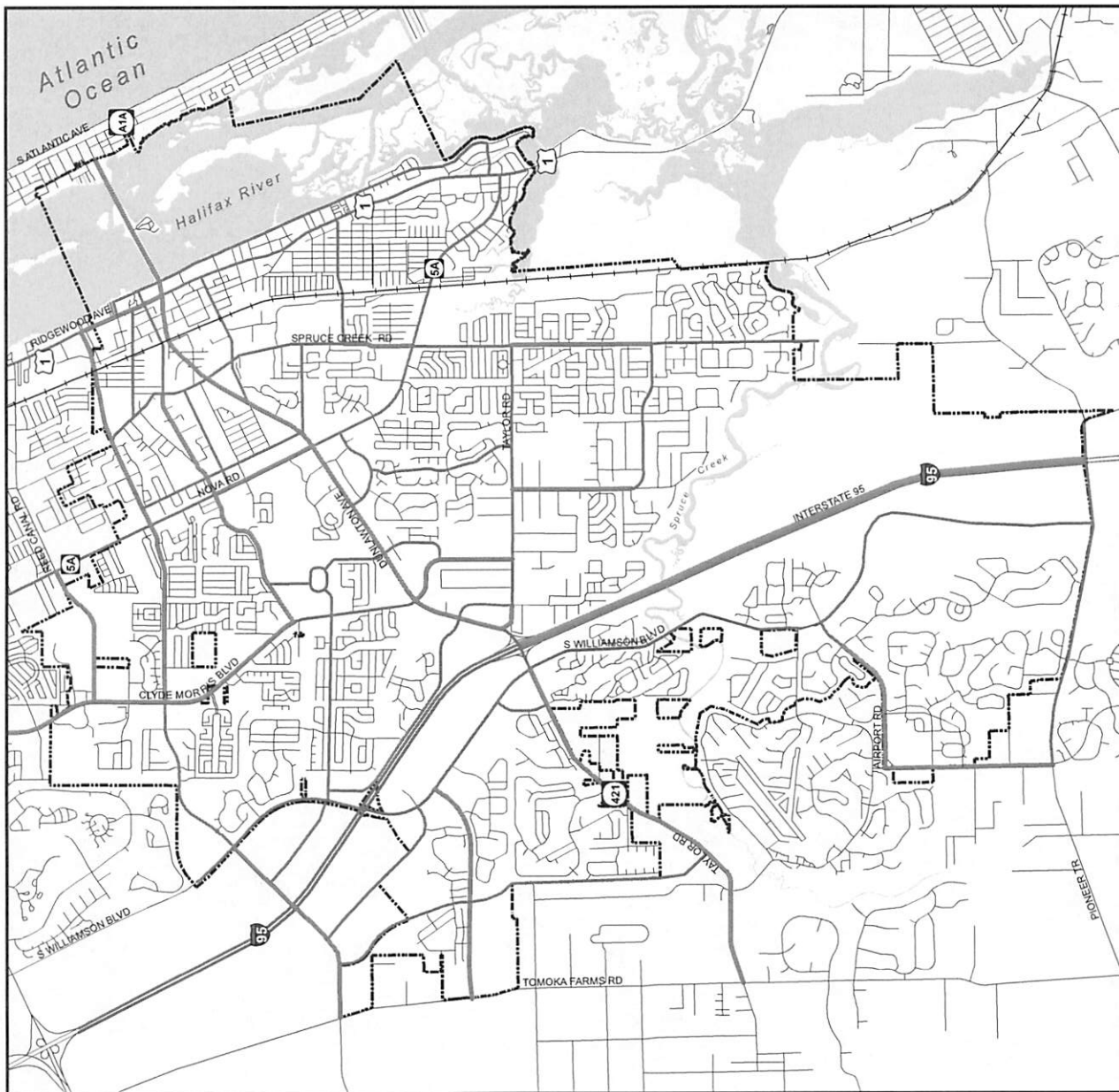


FIGURE 2 - 10

Roadway Level of Service (2025)

Legend

Level of Service

- LOS A
- LOS B
- LOS C
- LOS D
- LOS E
- LOS F

City of Port Orange

COMPREHENSIVE PLAN UPDATE 2010

SOURCE: City of Port Orange Community Development
December 2015



STAFF REPORT

16-1 Large-Scale Comprehensive Plan Amendment/
Martin Road
CASE NO. 15-20000002

REQUEST:	Amend the Comprehensive Plan, Transportation Mobility Element, Policy 3.2.5, Tables 1 and 3, and Figures 2-2, 2-4, 2-8, and 2-10, to remove Martin Road as a planned collector road.
OWNER:	CC Woodhaven, LLC
APPLICANT:	Lassiter Transportation Group
STAFF CONTACT:	Penelope Cruz, Principal Planner (386)506-5671
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION:	Approved
CITY COUNCIL DATE:	January 19, 2016

INTRODUCTION

The Applicant is requesting to amend the Comprehensive Plan to remove Martin Road from the Comprehensive Plan. Martin Road is proposed as a 2-lane collector road and is currently shown intersecting Williamson Boulevard north of the Pinnacle subdivision and south of the Ashton Point Apartments, traversing through the Woodhaven Planned Unit Development (PUD) (see Figure 1).

Recently, the developer of the Woodhaven PUD began planning the northern residential area and based on the neighborhood layout, the developer is requesting to replace Martin Road with a local residential street. The developer is concerned with the potential of through traffic that could use Martin Road to bypass the Airport Road/Williamson Boulevard intersection and have a negative impact on the northern neighborhood area. The removal of Martin Road as a collector road would keep through traffic on Williamson Boulevard and only allow residential traffic within the northern residential area. According to the developer, if the amendment is approved, the northern residential area will have the main access point south of the Ashton Point Apartments but will not have any connection to Williamson Boulevard north of the Pinnacle subdivision.

Figure 1



The Applicant is proposing the following amendments to the Comprehensive Plan:

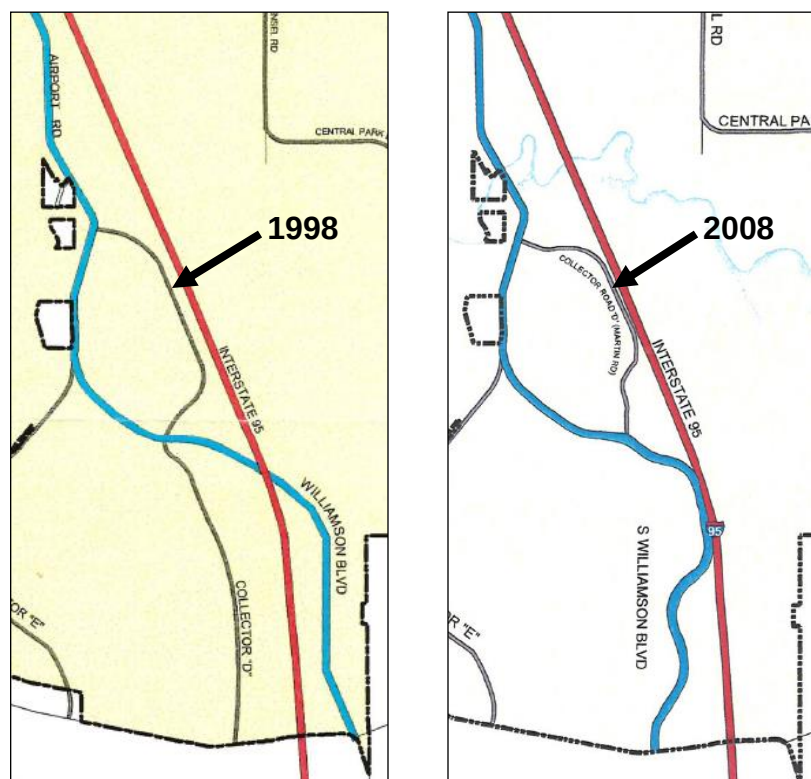
- 1) Amend Transportation Mobility Element, Policy 3.2.5 to remove the obligation to construct the Martin Road as an improvement associated with the Woodhaven Planned Unit Development (PUD).
- 2) Amend Transportation Mobility Element Tables 1 and 3 to remove Martin Road as a future transportation improvement.
- 3) Amend Transportation Mobility Element Figures (Maps) 2-2, 2-4, 2-8, and 2-10, to remove Martin Road as a planned collector road.

CASE BACKGROUND

In the City's 1998 Comprehensive Plan, Martin Road or Collector "D" was initially planned as a collector road that ran parallel along the west of I-95 to the intersection with Pioneer Trail, and Williamson Boulevard was planned as an arterial road that would cross I-95 just southeast of the current terminus, with an interchange planned at that point, then continue east through what is now the Doris Leeper Spruce Creek Preserve, and finally bend south towards the intersection with Pioneer Trail.

In 2003, the Volusia County Council re-aligned Williamson Boulevard to its current location, lying west of I-95, to protect the lower Spruce Creek area east of I-95. In 2008, the City's Comprehensive Plan was amended to reflect the new alignment of Williamson Boulevard and the modified alignment of Martin Road. With Williamson Boulevard lying west of I-95, it was determined not necessary for Martin Road to also extend to Pioneer Trail.

Figure 2. Excerpt of Comprehensive Plan, Transportation Element, Future Functional Classification Map (1998, 2008)



In 2010, the City amended the Comprehensive Plan to prohibit new single-family, duplex or triplex lots from having direct driveway access to an arterial or collector roadway. The Woodhaven PUD was amended in 2013 to bring the PUD into compliance with the Comprehensive Plan and the various changes that occurred with the planned roadway network since the original adoption of the PUD in 1997. The 2013 Woodhaven PUD amendment recognized Martin Road as a collector road. The PUD amendment was approved with a provision that allows half of the extension frontage of Martin Road to contain direct driveway access to single-family residential lots and traffic calming measures.

PROPOSED AMENDMENTS

The proposed amendments would remove the requirement for the developer of the Woodhaven project to construct Martin Road and removes Martin Road from Tables and Figures (maps) in the Comprehensive Plan. The proposed amendments do not result in an increase in residential density or intensity of non-residential square-footage.

DISCUSSION

The following discussion will examine the proposed amendments and the impacts of the proposed amendments, and the existing environmental conditions.

Initial plans had residential streets with single-family lots feeding into Martin Road, similar to Village Trail and Swallow Trail. However, in 2013, the Woodhaven PUD was amended to allow residential driveways to have direct driveway access along half of the frontage of Martin Road along with appropriate traffic calming measures. According to the applicant, the combination of these design elements for Martin Road result in it functioning more like a local residential street and not a collector road as originally planned in the late 1990's.

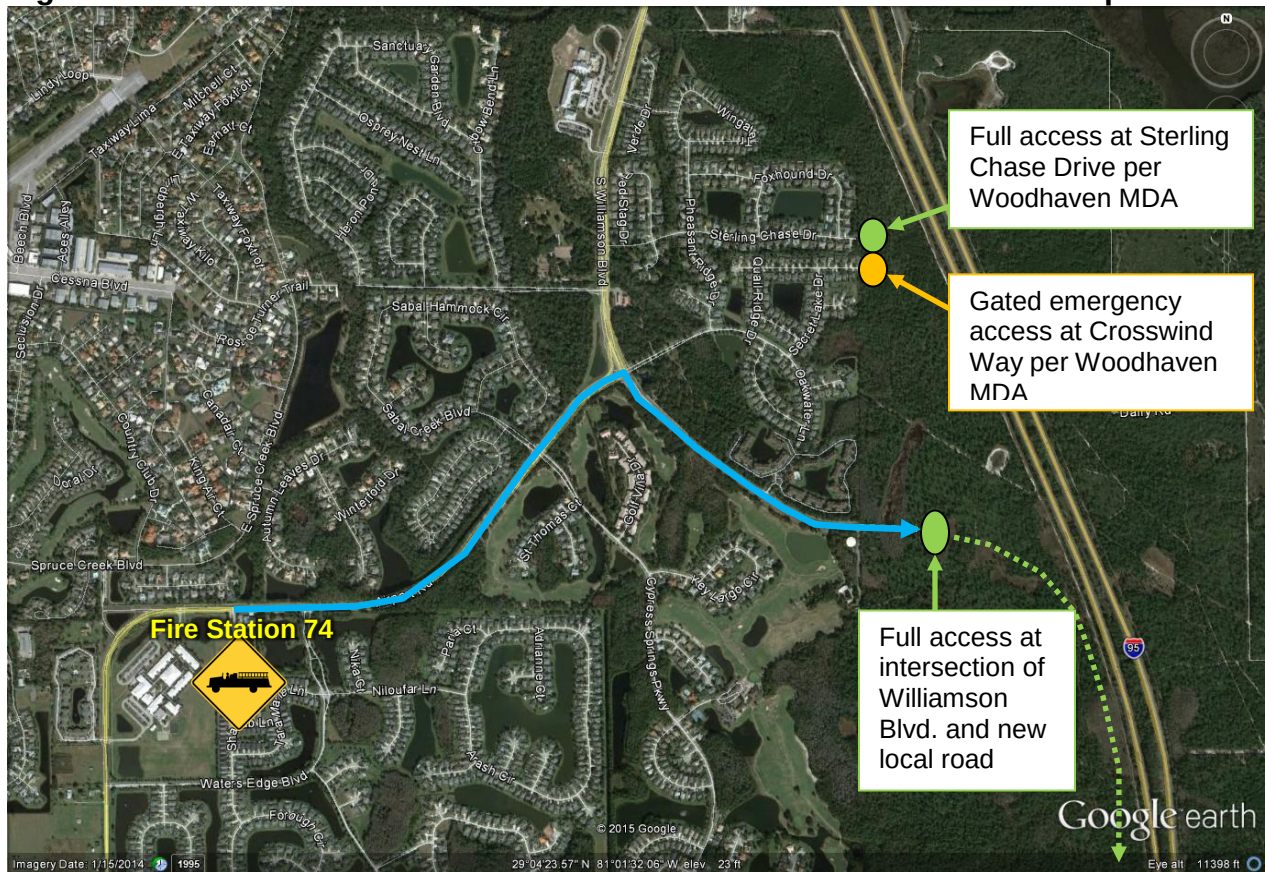
The applicant, Lassiter Transportation Group (LTG), prepared a study to assess the impact on the surrounding roadway network if Martin Road was not constructed as currently planned. According to the applicant, all vehicles that would travel on Martin Road have been accounted for and already included in the traffic volume projections for the northern and southern segments of Williamson Boulevard. In addition, the removal of Martin Road does not reduce the roadway capacity for Williamson Boulevard.

Transportation Planning staff has reviewed the proposal and does not anticipate that removing Martin Road and allowing the northern residential area of the Woodhaven development to be developed with a local road, would create a significant operational impact to the road network.

Both the Fire and Police departments reviewed the proposed amendment and do not anticipate any negative impacts on providing services to the northern residential area with the removal of Martin Road. If the proposed amendment were approved, emergency services would be able to access the northern residential area at the access point off Williamson Boulevard, south of Ashton Point Apartments and through future emergency crash gates located within the Ashton Lake and Sanctuary Subdivisions. The study prepared by Lassiter Transportation Group also evaluated the removal of

Martin Road on emergency services and concluded no negative impacts are anticipated.

Figure 3. Access to Northern Residential Area of the Woodhaven Development



REVIEW CRITERIA AND STAFF FINDINGS

1. *Consistency with the City's Comprehensive Plan.*

Staff finding: The proposed amendment is generally consistent with the Goals, Objectives, and Policies of the City's Comprehensive Plan. All public facilities have adequate capacity to accommodate the proposed amendment. The proposed amendment is compatible with adjacent land uses and protects natural resources by not requiring the extension of a collector road through an environmental sensitive area.

2. *Compatibility with land use designations for adjacent parcels and neighborhoods.*

Staff finding: The proposed amendment is compatible with the adjacent properties and the land use pattern of the area. The proposed amendment is to remove the requirement to construct a collector road (Martin Road) and does not change the density or intensity of any property.

3. *Impacts on public facilities/infrastructure/services.*

Staff finding: All public facilities have adequate capacity to accommodate the proposed amendment and therefore, there are no negative impacts anticipated on infrastructure. The proposed amendment does not result in an increase in volume of vehicles on Williamson Boulevard; therefore, there are no new impacts to infrastructure that have not already been planned for.

4. *Whether the amendment increases the clearance time for evacuation of the population in the Hurricane Vulnerability Zone above twelve hours.*

Staff finding: The proposed amendment is not anticipated to negatively impact the clearance time for population living in the Hurricane Vulnerability Zone (HVZ). Williamson Boulevard is the route that the population in the general area of Martin Road would use during an evacuation. Removing Martin Road is not anticipated to negatively impact Williamson Boulevard during an evacuation. Martin Road is not identified as a Hurricane Evacuation Route.

5. *Whether the amendment discourages the proliferation of urban sprawl.*

Staff finding: The proposed amendment will not encourage sprawl. The proposed amendment is to remove a collector roadway (Martin Road) running through a planned residential development. The developer intends to construct a roadway network within the planned residential development consisting of local roads. The residential area where Martin Road is proposed is accounted for in the City's Utility and Master Plan and the City's Water Supply Work Plan.

RECOMMENDATION

Staff recommends approval of the requested amendment to the City's Comprehensive Plan, Transportation Mobility Element, Policy 3.2.5, Tables 1 and 3, and Figures 2-2, 2-4, 2-8, and 2-10, to remove Martin Road as a planned collector road.

ATTACHMENTS

- Exhibit A - Text Amendments to Comprehensive Plan, Transportation Mobility Element, Policy 3.2.5, and Tables 1 and 3
- Exhibit B - Current Comprehensive Plan, Transportation Mobility Element, Figures 2-2, 2-4, 2-8, and 2-10
- Exhibit C - Proposed Comprehensive Plan, Transportation Mobility Element, Figures 2-2, 2-4, 2-8, and 2-10

Exhibit A

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

Transportation Mobility Element

Policy 3.2.5: As a condition of PUD approval, Developers will construct the following transportation improvements as generally illustrated on Figure 2-4 of the Transportation Element:

- (i) Williamson Boulevard extension from its current terminus, 0.60 miles south of the intersection of Airport Road and Williamson Boulevard, to Pioneer Trail west of I-95;
and
- (ii) Transportation improvements along Pioneer Trail centered at, but not limited to, the intersection with Williamson Boulevard to accommodate turning vehicles accessing the PUD property; ~~and~~
- ~~(iii) Martin Road.~~

TABLE 1
NEEDED TRANSPORTATION IMPROVEMENTS (2025)

ROADWAY	SEGMENT		PROJECTED VOLUME	VOL./CAP RATIO	IMPROVEMENTS NEEDED	NEW CAPACITY	NEW VOL./CAP. RATIO
	FROM	TO					
ADDITIONAL CAPACITY							
Transit Transfer Station	Dunlawton Ave. /Nova Area		N/A	N/A	New central bus transfer Station	N/A	N/A
City-wide Bus Stops			N/A	N/A	Bus stop enhancements (5)	N/A	N/A
City-wide sidewalks			N/A	N/A	Sidewalk enhancements	N/A	N/A
Clyde Morris Blvd.	Herbert St.	Willow Run Blvd.	3,289	102%	TSM/TDM	N/A	N/A
Dunlawton Ave.	Clyde Morris Blvd.	Taylor Rd.	5,361	110%	TSM/TDM or 8-lane divided	N/A or 6,880	N/A or 78%
I-95	Beverlie Road (SR 400)	Dunlawton Ave.	7,457	136%	6-lane divided	8,320	90%
	Dunlawton Ave.	Pioneer Trail	5,679	103%	6-lane divided	8,320	68%
Taylor Rd.	Clyde Morris Blvd.	Yorktowne Blvd.	1,830	121%	TSM/TDM	N/A	N/A
	Taylor Branch Rd.	I-95	5,957	122%	TSM/TDM or 8-lane divided	6,530	91%
	I-95	Williamson Blvd.	4,454	110%	7-lane divided	6,260	71%
Williamson Blvd.	N. City Limits	Town West Blvd.	3,191	150%	4-lane divided	3,204	100%
	Taylor Rd.	Airport Rd.	4,283	134%	TDM	N/A	* 134%
Yorktowne Blvd.	Dunlawton Ave.	Hidden Lakes Dr.	1,686	122%	4-lane divided	3,204	53%
DEVELOPMENT ACCESS & OTHER NEEDS							
Coraci Blvd.	Madeline Ave.	Road "D"	484	N/A	New 2-lane	1,656	29%
	Town West Blvd	Taylor Rd.	845	N/A	New 2-lane	1,656	51%
McGinnis Blvd.	Madeline Ave.	Williamson Blvd.	1,821	N/A	New 4-lane divided	3,204	57%
Madeline Ave.	Ridgewood Ave.	McDonald Rd.	1,197	N/A	New 2-lane	1,656	72%
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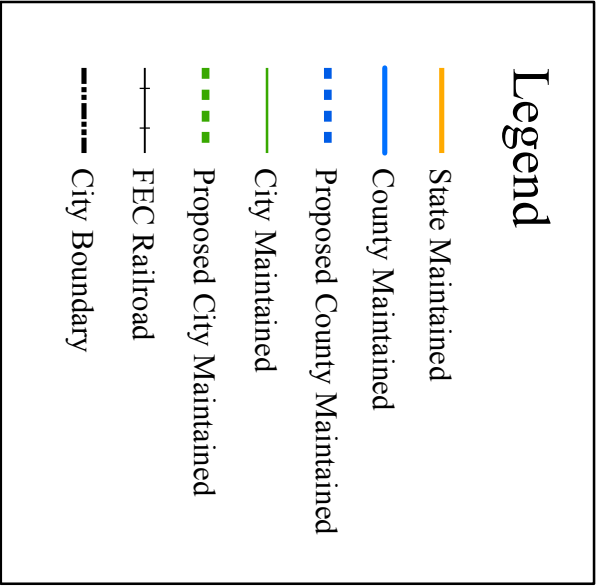
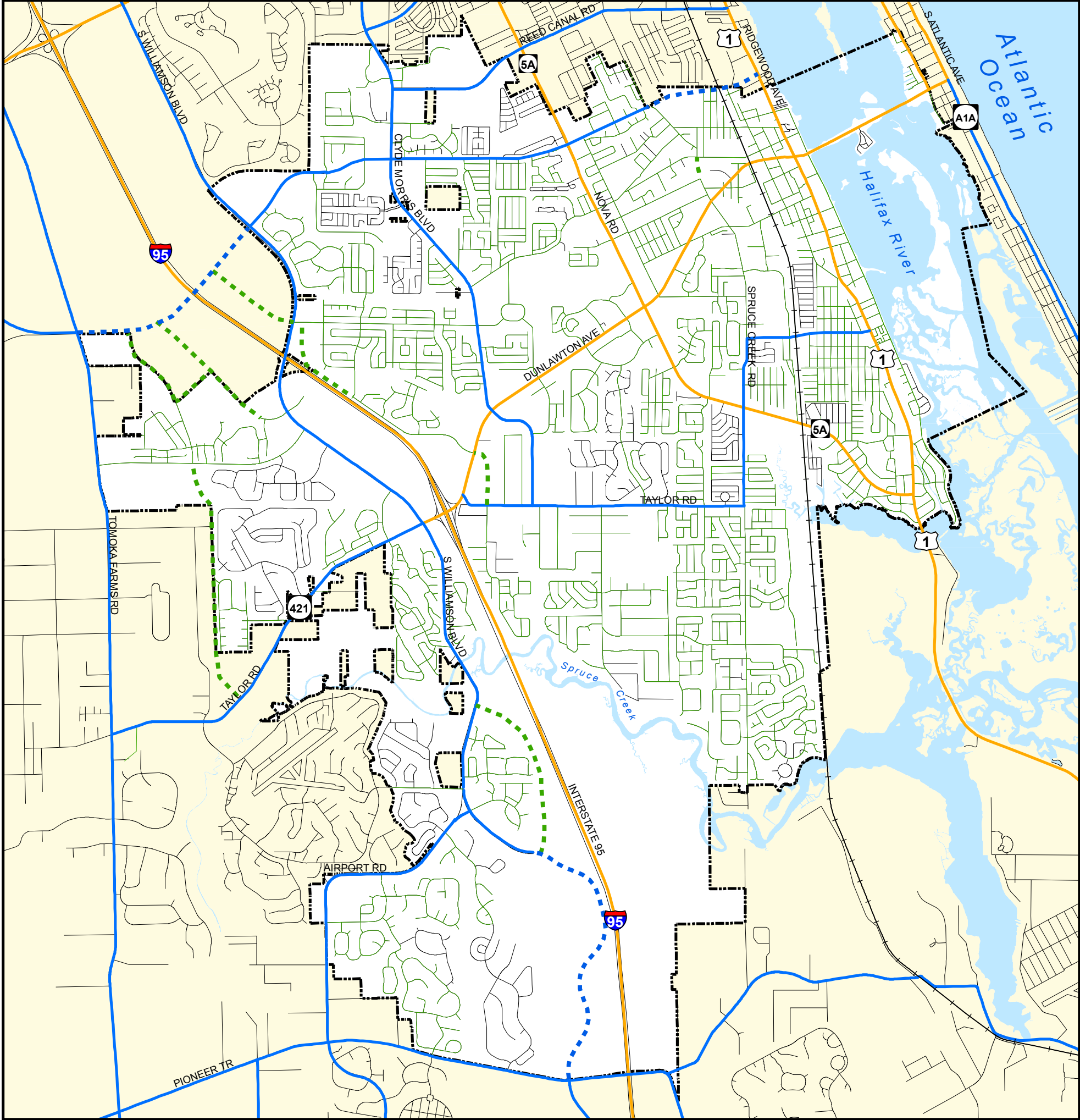
Exhibit B

**Current Comprehensive Plan
Transportation Mobility Element
Figures 2-2, 2-4, 2-8, and 2-10**

FIGURE 2 - 2

Roadway Maintenance

Existing (2009) & Proposed (2025)



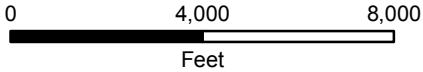
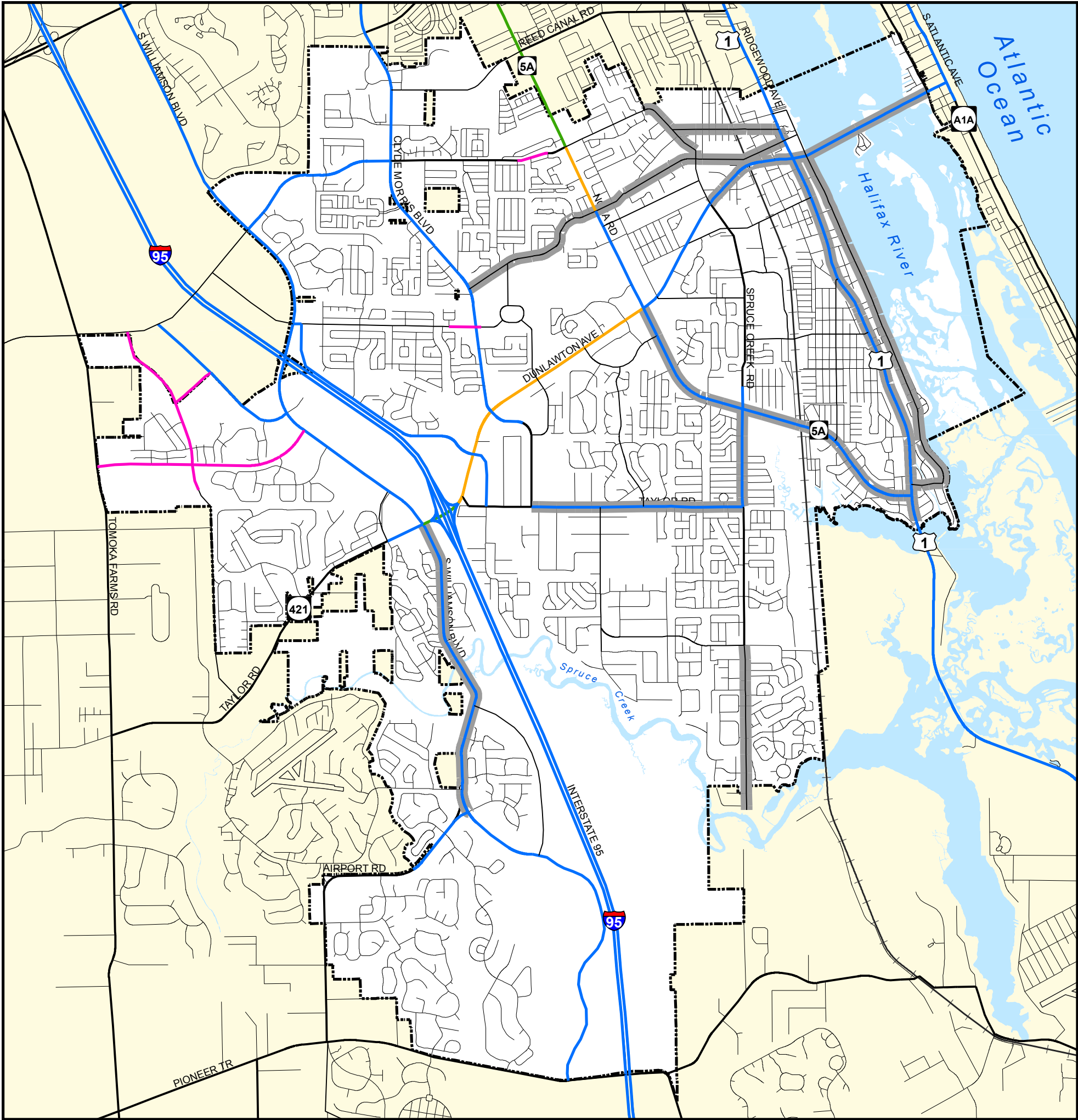
City of Port Orange

COMPREHENSIVE PLAN UPDATE 2010

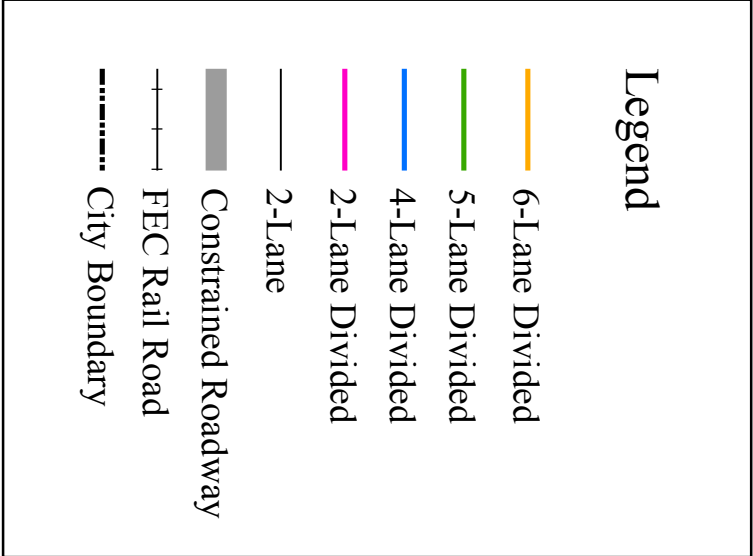
SOURCE: City of Port Orange Community Development
July 2010

FIGURE 2 - 4

Roadway Number of Lanes
(2025)



1 inch equals 4,000 feet



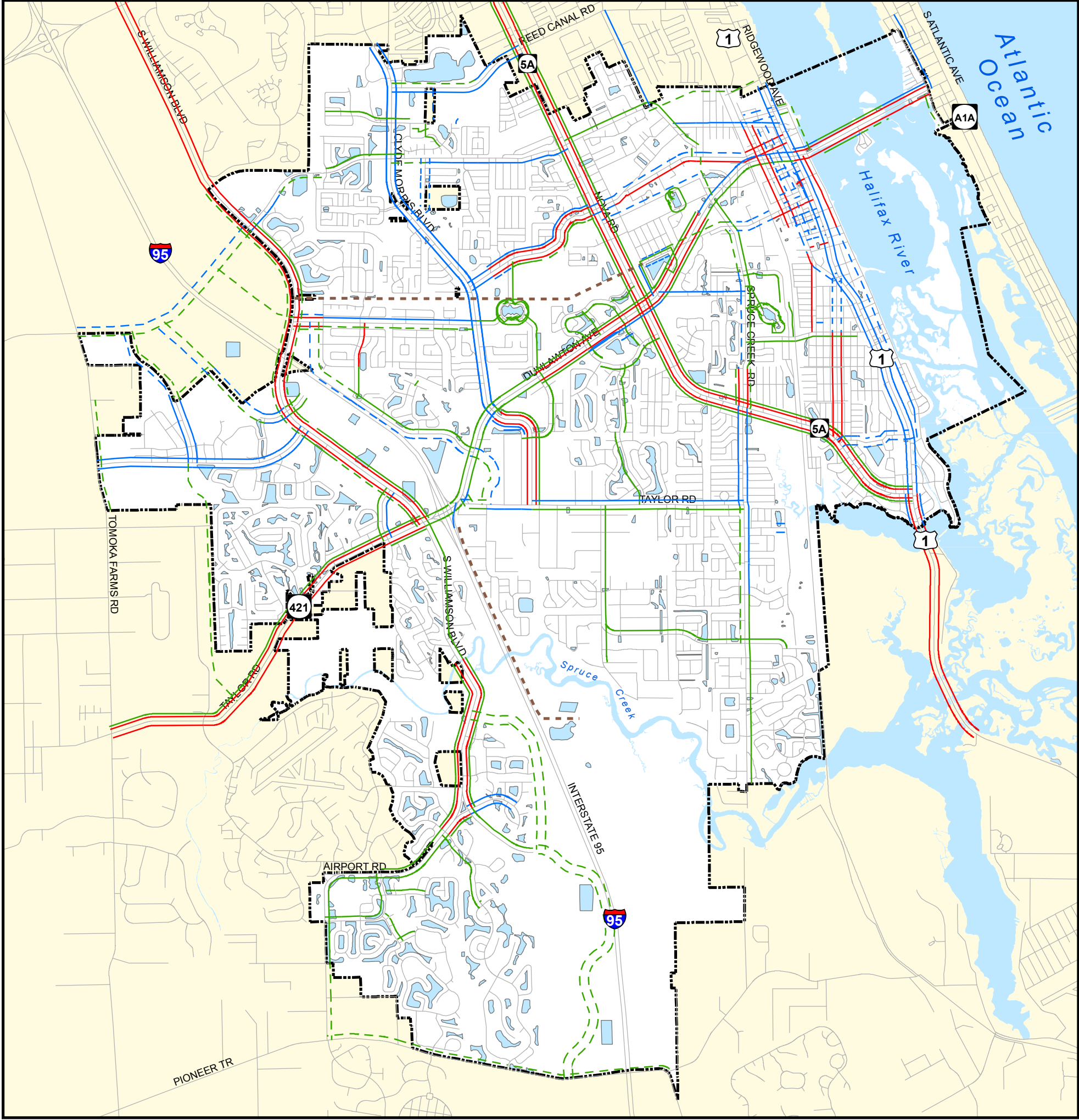
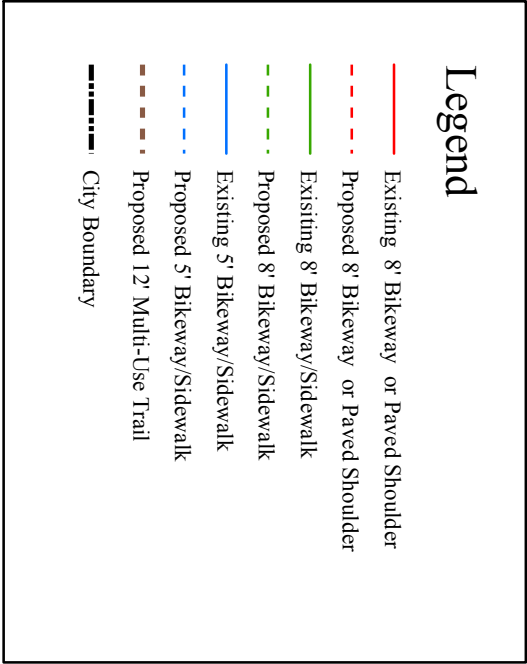
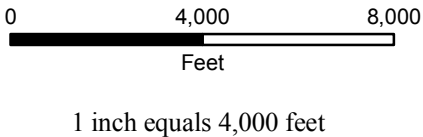
City of Port Orange

COMPREHENSIVE PLAN UPDATE 2010

SOURCE: City of Port Orange Community Development
July 2010

FIGURE 2 - 8

**Significant Bikeways
&
Pedestrian Sidewalks**
Existing (2009) & Proposed (2025)

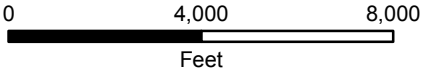
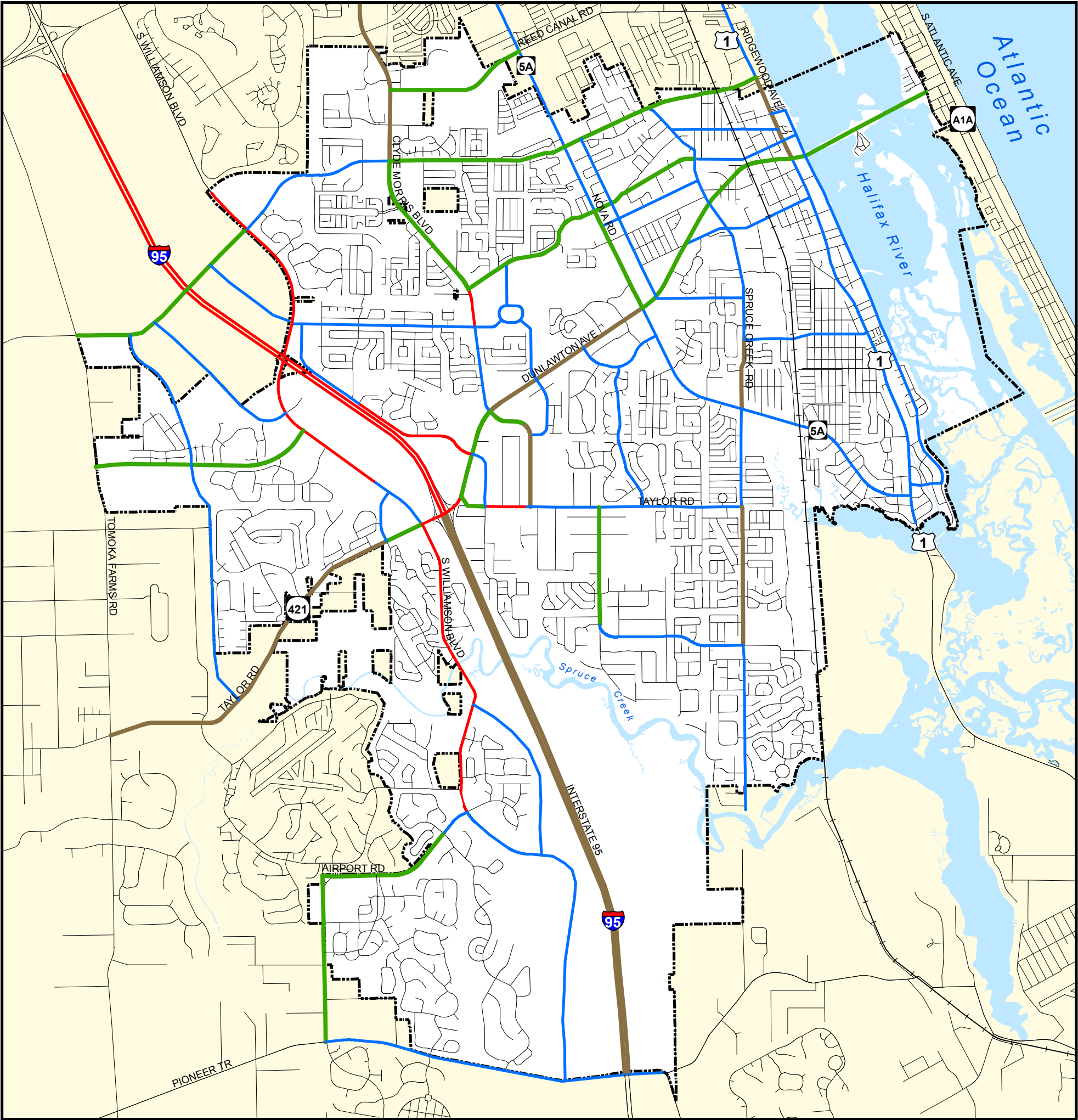
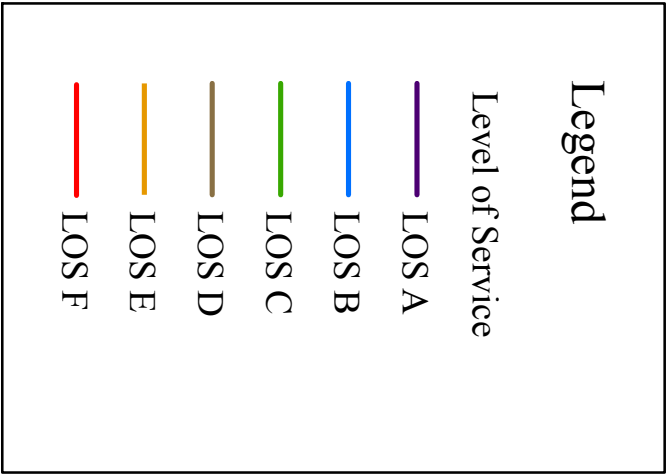


City of Port Orange
COMPREHENSIVE PLAN UPDATE 2010

*SOURCE: City of Port Orange Community Development
July 2010*

FIGURE 2 - 10

*Roadway
Level of Service
(2025)*



1 inch equals 4,000 feet

Exhibit C

Proposed Comprehensive Plan

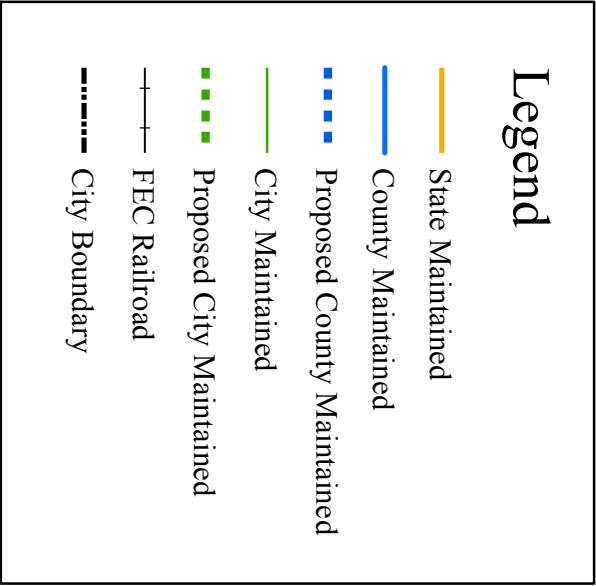
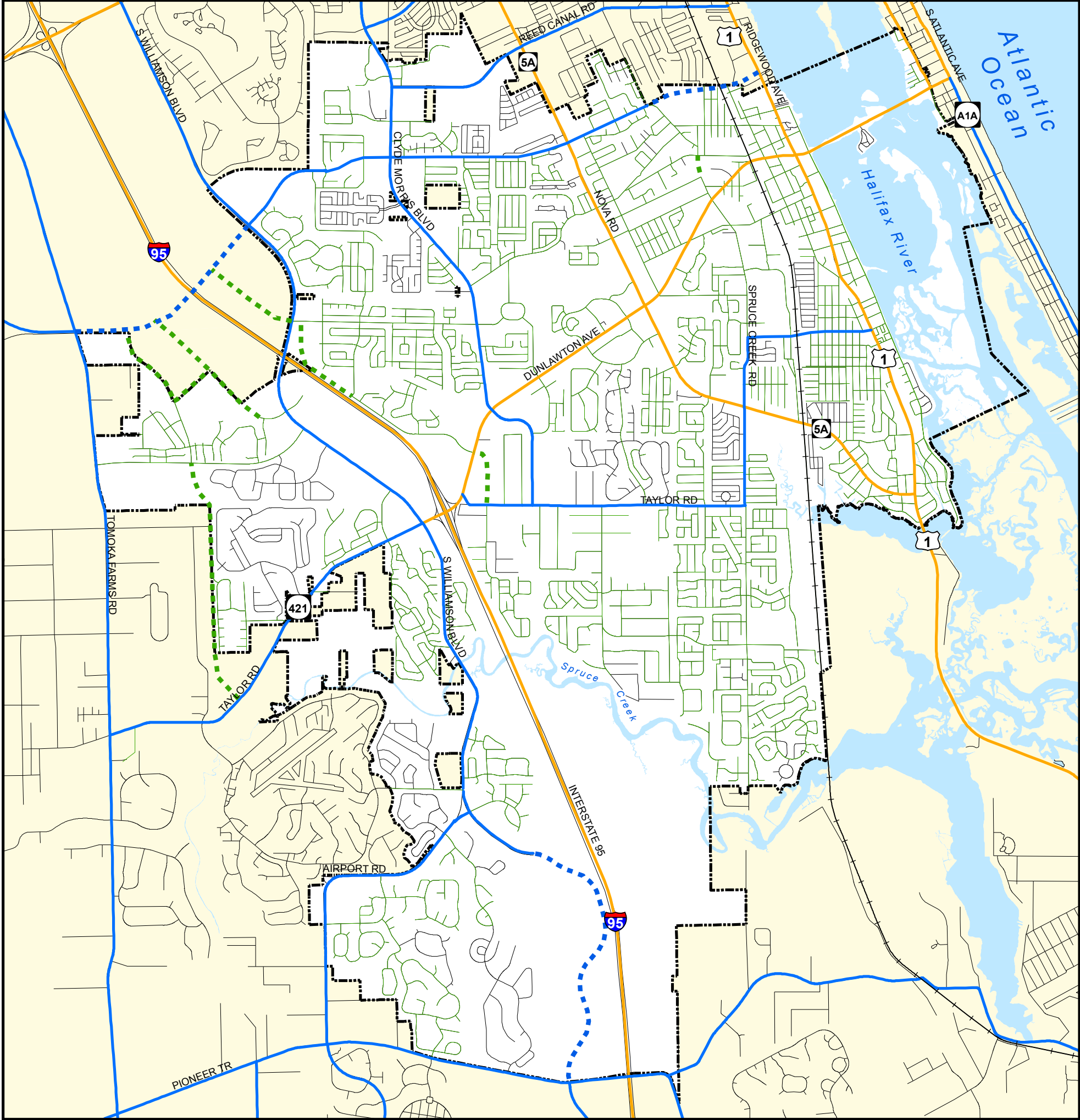
Transportation Mobility Element

Figures 2-2, 2-4, 2-8, and 2-10

FIGURE 2 - 2

Roadway Maintenance

Existing (2009) & Proposed (2025)



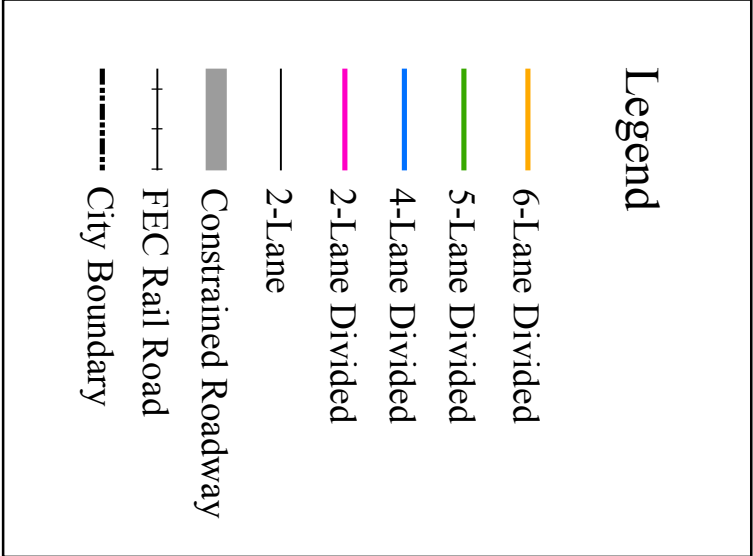
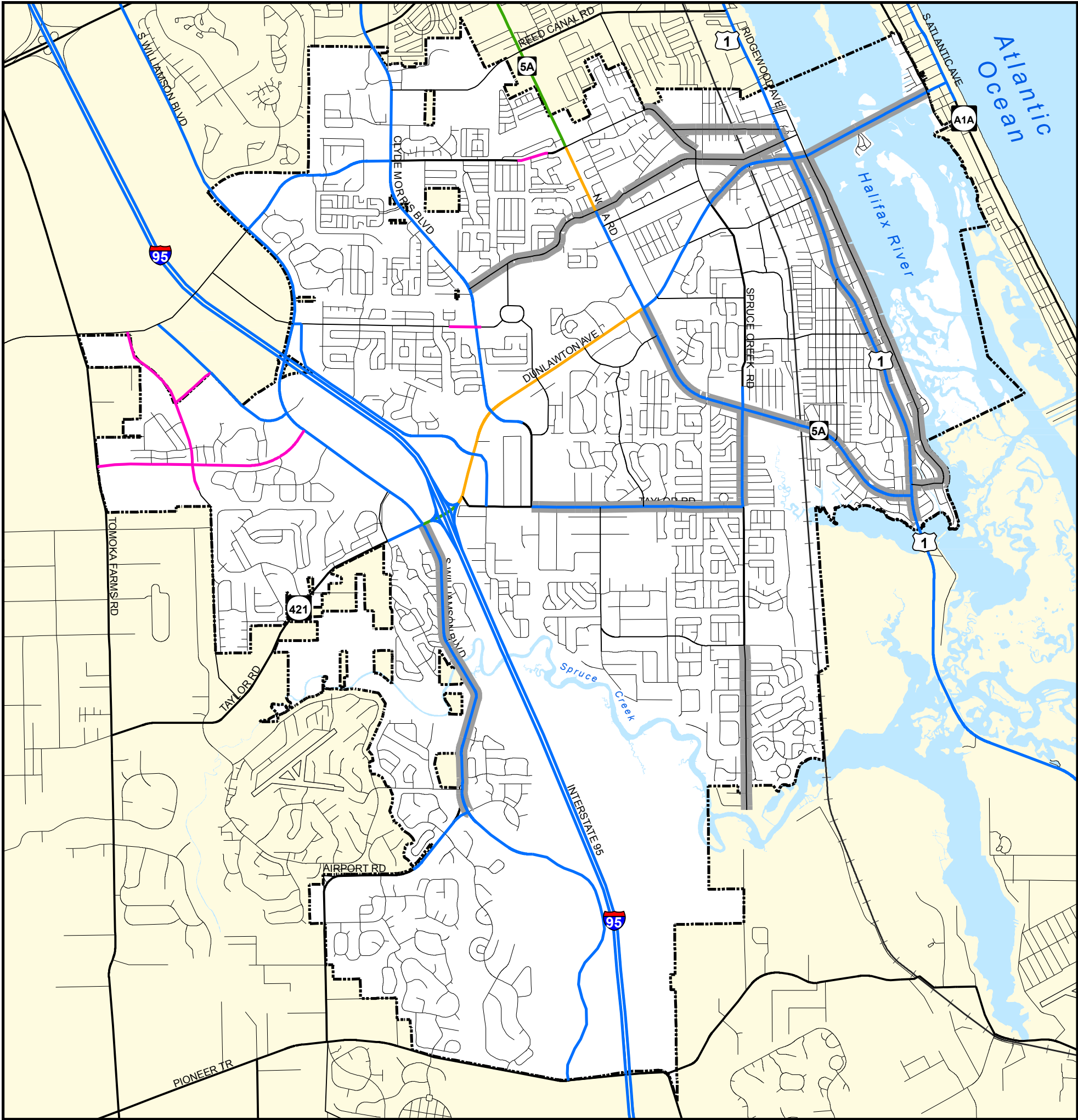
City of Port Orange

COMPREHENSIVE PLAN UPDATE 2010

SOURCE: City of Port Orange Community Development
December 2015

FIGURE 2 - 4

Roadway Number of Lanes
(2025)



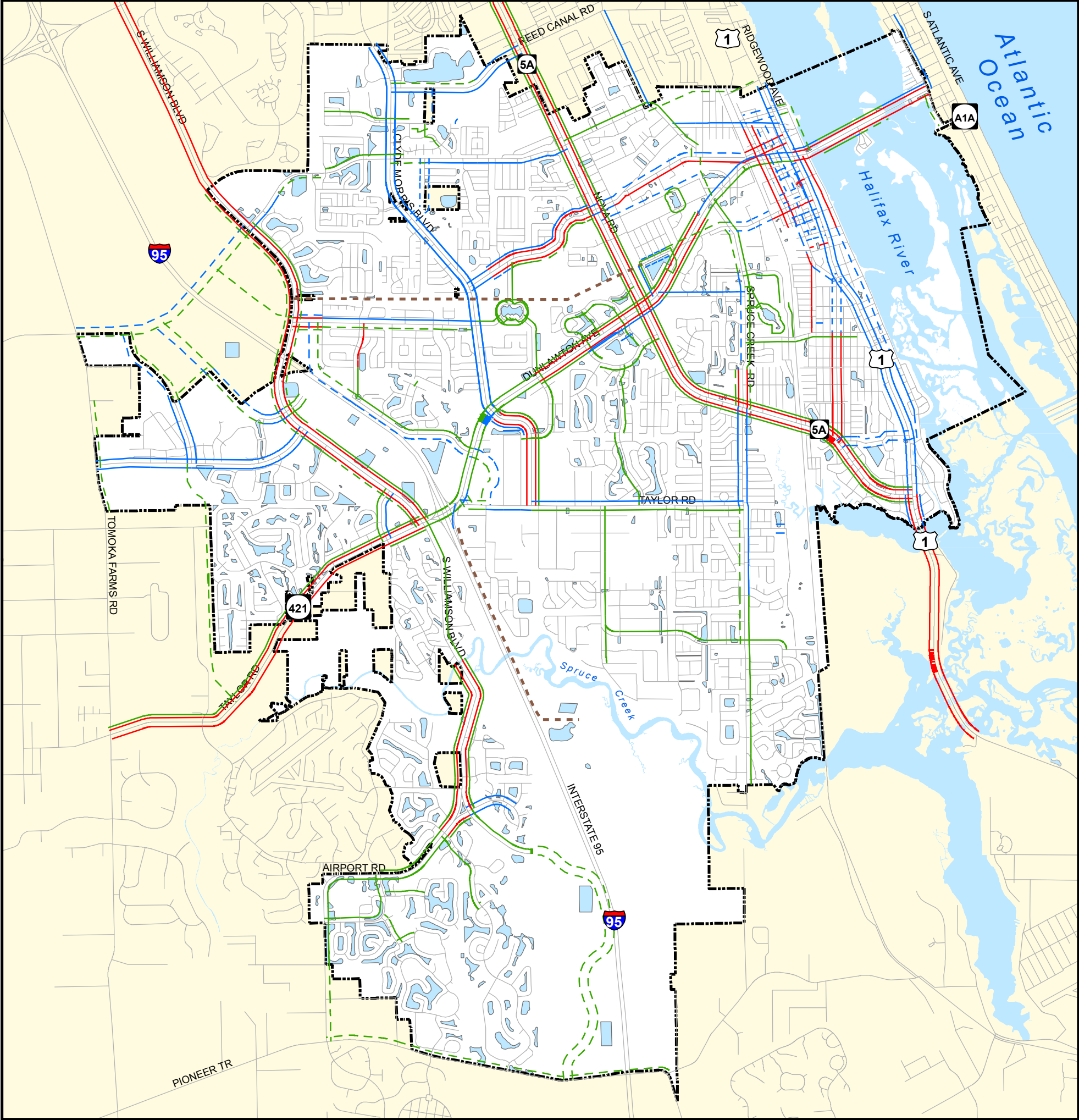
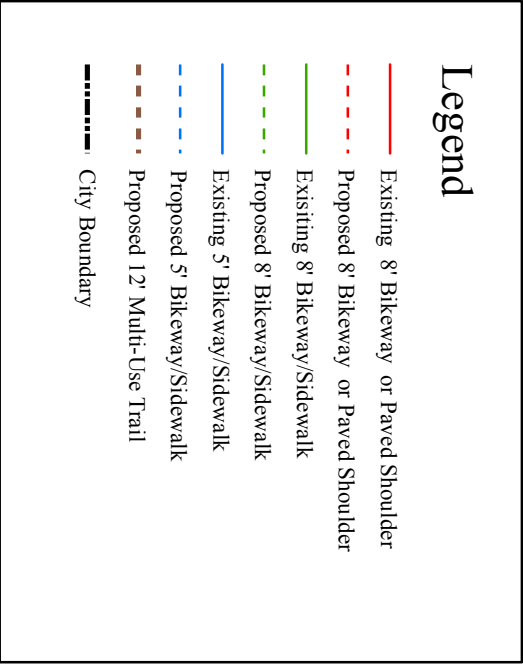
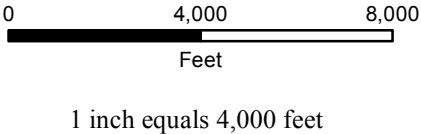
City of Port Orange

COMPREHENSIVE PLAN UPDATE 2010

SOURCE: City of Port Orange Community Development
December 2015

FIGURE 2 - 8

Significant Bikeways
&
Pedestrian Sidewalks
Existing (2009) & Proposed (2025)

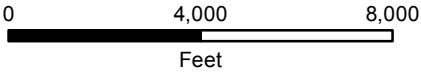
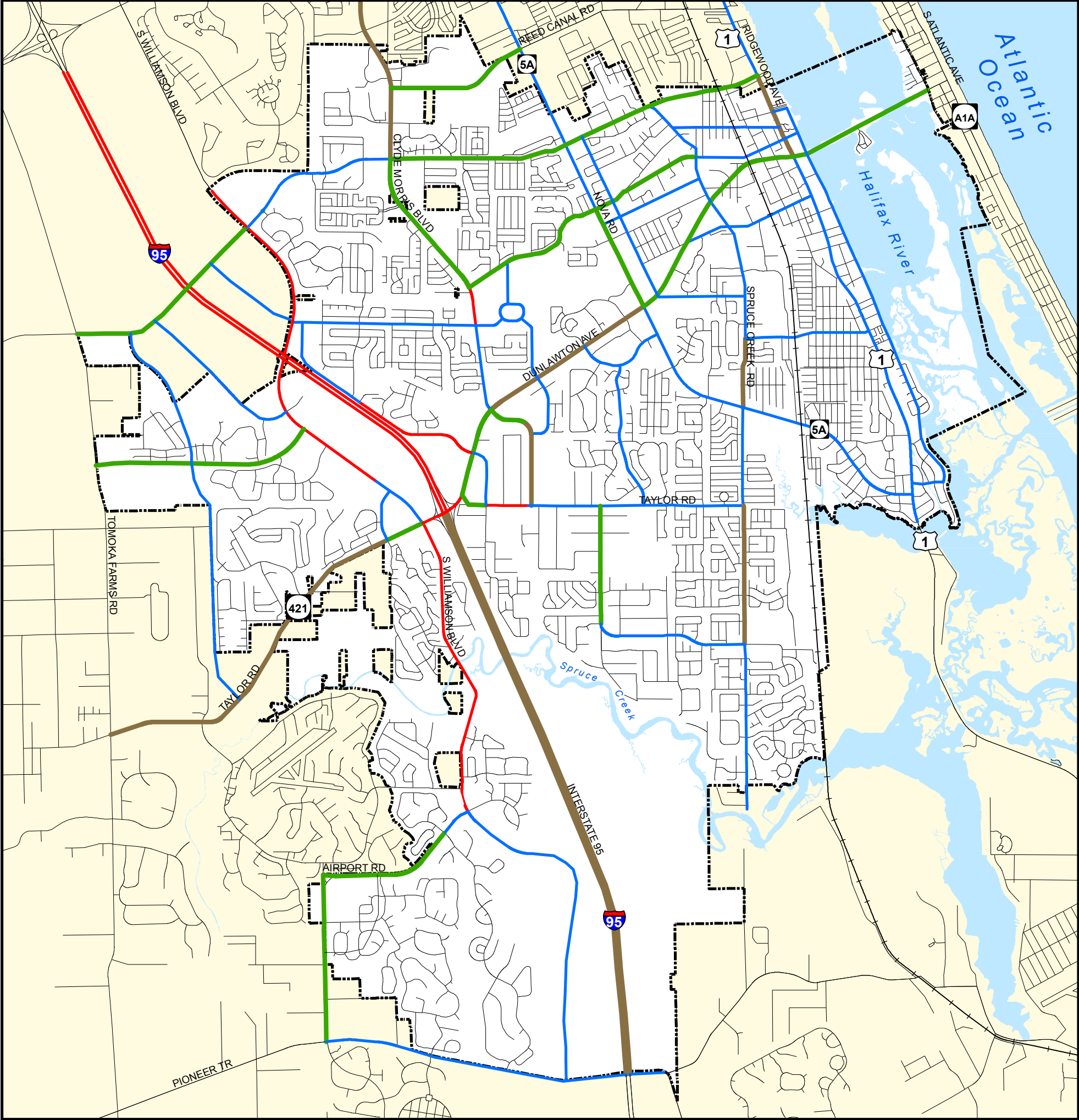
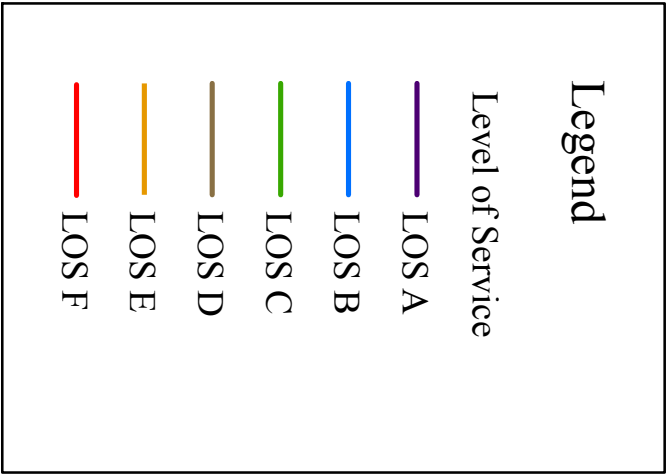


City of Port Orange
COMPREHENSIVE PLAN UPDATE 2010

SOURCE: City of Port Orange Community Development
December 2015

FIGURE 2 - 10

*Roadway
Level of Service
(2025)*



1 inch equals 4,000 feet



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 04/19/2016

Consent item: No

SUBJECT: First Reading - Ordinance No. 2016-7 – 1st Amendment to the Woodhaven Master Development Agreement and Conceptual Development Plan; CASE NO. 16-40000002

DEPARTMENT: Community Development

GOAL: 1 - Infrastructure Preservation

OBJECTIVE: N/A

RECOMMENDED MOTION: Move to approve Ordinance No. 2016-7, approving the 1st Amendment to the Woodhaven Master Development Agreement and Conceptual Development Plan, as recommended by the Planning Commission.

SUMMARY: PLANNING COMMISSION ACTION: March 24, 2016, recommended approval

The Applicant is requesting to amend the Woodhaven Master Development Agreement and Conceptual Development Plan, consistent with the proposed 16-1 Comprehensive Plan amendment, to remove the requirement to construct Martin Road as a collector road. Currently, Martin Road is proposed as a 2-lane collector road and is proposed to intersect Williamson Boulevard north of the Pinnacle subdivision and south of the Ashton Point Apartments, traversing through the Woodhaven Planned Unit Development (PUD). The proposed amendment would allow for Martin Road to be replaced with a local residential street.

Recently, the developer of the Woodhaven PUD began planning the northern residential area and is requesting to replace Martin Road with a local residential street. The developer is concerned with the potential of through traffic that could use Martin Road to bypass the Airport Road/Williamson Boulevard intersection and have a negative impact on the northern neighborhood area. The removal of Martin Road as a collector road would keep through traffic on Williamson Boulevard and only allow residential traffic within the northern residential area. According to the developer, if the amendment is approved, the northern residential area will have the main access point south of the Ashton Point Apartments but will not have any direct connection to Williamson Boulevard north of the Pinnacle subdivision.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Ord. No. 2016-7	Ord. No. 2016-7.pdf
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2.	Staff Report	CC Staff Rpt_1st Amendment WH MDA_CDP.pdf
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Cruz, Penelope

Created/Initiated - 03/25/2016

Clark, Wayne

Approved - 03/25/2016

Roberts, Margaret

Approved - 04/13/2016

Johansson, M. Jake

Final Approval - 04/14/2016

ORDINANCE NO. 2016-7

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROVING THE FIRST AMENDMENT TO THE WOODHAVEN PLANNED UNIT DEVELOPMENT MASTER DEVELOPMENT AGREEMENT (MDA) AND CONCEPTUAL DEVELOPMENT PLAN; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City and Developer desire to further amend the Woodhaven Planned Unit Development Master Development Agreement (“MDA”) originally referenced as Stanaki Planned Unit Development Master Development Agreement (the “Original MDA”), recorded in Official Records Book 4213 Page 1610, and the First Amendment to Stanaki Planned Unit Development Master Development Agreement (the “Amended MDA”), recorded in Official Records Book 4794, Page 4301, and Second Amendment and Restatement to the Stanaki Planned Unit Development Master Development Agreement and Conceptual Plan (the “Second Amendment”), recorded in Official Records Book 6939, Page 1453, all in the Public Records of Volusia County, Florida; and

WHEREAS, the City and Developer desire to enter into the First Amendment to the Woodhaven Planned Unit Development Master Development Agreement (hereinafter referred to as the (“First Amendment”)); and

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

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

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

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

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

Section 1. The City Council of the City of Port Orange does hereby approve the First Amendment to the Woodhaven Planned Unit Development Master Development Agreement (attached hereto as **Exhibit "1"**).

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

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

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

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

MAYOR ALLEN GREEN

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on second reading on the day of _____, 2016

Passed and adopted on second and final reading on the day of _____, 2016

Reviewed and Approved: _____
Margaret T. Roberts, City Attorney

EXHIBIT "1"

FIRST AMENDMENT TO THE WOODHAVEN PLANNED UNIT DEVELOPMENT MASTER DEVELOPMENT AGREEMENT

This Agreement, is entered into by and between the CITY OF PORT ORANGE, a Florida municipal corporation whose address is 1000 City Center Circle, Port Orange, FL 32129 (hereinafter the "City") and CC WOODHAVEN, LLC, PIONEER INVESTMENTS OF PORT ORANGE, INC, and PIONEER COMMUNITY DEVELOPMENT DISTRICT (the "Owners") and INTERVEST CONSTRUCTION, INC. (the "Developer") whose address is 2379 Beville Road, Daytona Beach, FL 32119, shall constitute the first amendment to the Woodhaven Planned Unit Development (PUD) Master Development Agreement (MDA) hereinafter referred to the First Amendment.

WHEREAS, the City and Stanaki Partnership, a Florida general partnership (the "Prior Owner") entered into an agreement and covenant to bind their successors and assigns to the terms and provisions of a development agreement entitled "Stanaki Planned Unit Development Master Development Agreement", recorded in Official Records Book 4213, Page 1610, Public Records of Volusia County, Florida (the "Original MDA"); and

WHEREAS, the City and Prior Owner entered into the "First Amendment to the Stanaki Planned Unit Development Master Development Agreement" (the "Amended MDA"), recorded in Official Records Books 4794, Page 4301, Public Records of Volusia County, Florida; and

WHEREAS, the City, the Owners and Intervest Construction, Inc., entered into the "Second Amendment and Restatement to the Stanaki Planned Unit Development Master Development Agreement and Conceptual Plan" (the "Second Amended MDA"), recorded in Official Records Books 6939, Page 1453, Public Records of Volusia County, Florida; and

WHEREAS, the property subject to this First Amendment remains unchanged from that of Woodhaven MDA recorded in Official Records Book 6939, Page 1453, Public Records of Volusia County, Florida, and consists of approximately 983 +/- acres of real property located within the municipal limits of the City of Port Orange, Florida, a description of which is attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, in 2016 the City's Comprehensive Plan, Transportation Mobility Element, Policy 3.2.5, Tables 1 and 3, and Figures 2-2, 2-42 2-8, and 2-10, was amended to remove Martin Road as a planned collector road; and

WHEREAS, the City, the Owners and the Developer agree to amend the Woodhaven MDA Agreement by this First Amendment to reflect the Comprehensive Plan amendment and remove references to Martin Road as a through road or collector road within the Woodhaven Master Development Agreement and the Conceptual Development Plan.

NOW THEREFORE, the parties hereby agree as follows:

1. This First Amendment complies with the City's Comprehensive Plan.
2. Woodhaven MDA, Section 5: This section shall be amended by deleting paragraph C regarding the construction of Martin Road.
3. Woodhaven MDA, Exhibit B, Section H, Roadways: The first paragraph of this section shall be amended as follows to remove the reference to Martin Road:

Roadways

The Owners shall provide safe and effective traffic circulation access from Woodhaven to existing adjacent roadways as generally depicted on Exhibit "C". The road locations are conceptual and subject to change on Site Development Plans in accordance with the Land Development Code and the Comprehensive Plan. The extension of South Williamson Boulevard and ~~Martin Road~~ shall be a public roadways. All other roadways in Woodhaven may be public or private. All streets shall be designed and constructed in accordance with the standards in the Land Development Code, except as specifically provided in this Agreement. Roadway and pedestrian connections to the adjacent Sterling Chase and Ashton Lakes subdivisions shall be made at the existing stub-outs on Sterling Chase Drive and Crosswind Way. The roadway connection to Crosswind Way will contain an emergency unobstructed access gate to only allow emergency vehicle access. The emergency unobstructed access gate may be removed from this connection if both communities desire to do so by securing approval of a modification to this Agreement.

4. MDA Agreement, Exhibit B, Section H, Roadways, Table 4 Public Roadway Infrastructure Improvements by Owners: The subject table shall be amended to delete the last row regarding Martin Road as follows:

Table 4 Public Roadway Infrastructure Improvements by Owner	
Roadway Facility (Permitting Authority)	Description
South Williamson Boulevard (Volusia County)	4-lane, divided extension from its current terminus, 0.60 miles south of the intersection of Airport Road and Williamson Boulevard, through the Woodhaven PUD to Pioneer Trail west of I-95
Pioneer Trail (Volusia County)	Transportation improvements centered at, but not limited to, the intersection with Williamson Boulevard to accommodate turning vehicles accessing the Woodhaven PUD
Martin Road (City of Port Orange)	New 2-lane extension (60' right-of-way) from the connection point to the Pinnacle PUD, through Residential Pod B, terminating at the extension of South Williamson Boulevard that separates Residential Pod B and Residential Pod C

5. Woodhaven MDA, Exhibit C, Sheet 2: The Woodhaven Conceptual Development Plan is attached hereto and incorporated herein as Exhibit "B, amended to remove the depiction of Martin Road as a through road, but rather terminating within Residential Pod B.
6. Conformance With Laws: The Owners agrees that in developing the Woodhaven PUD Property the Owners or the Owners' successors in interest shall be required:
 - a. To develop the Woodhaven PUD Property according to all regulations of the City to the extent those regulations are not inconsistent with this Agreement.
 - b. To be bound by all City codes and ordinances that are not in conflict with the provision of this Agreement.
7. Enforceability: If any provision of this Amendment is held by a court of competent jurisdiction to be invalid or otherwise unenforceable, such holding shall not affect the validity or enforceability of any other provision of this Amendment unless the holding so states.
8. Prior Agreements: The Second Amendment and Restatement to the Stanaki Planned Unit Development Master Development Agreement and Conceptual Plan (restated as the "Woodhaven planned Unit Development Master Development Agreement") recorded in Official Records Book 6939, Page 1453, shall continue in full force and effect except with respect to those matters specifically amended by this First Amendment. With respect to those matters specifically amended, this First Amendment shall govern.
9. Police Power: Nothing contained in this Amendment shall be construed as a waiver of or contract with respect to the regulatory and permitting authority of the City as it now or hereafter exists under applicable laws, rules and regulations. Further, nothing contained in this Amendment shall be construed as a waiver of the attempted waiver by the City of its sovereign immunity under the constitution and laws of the State of Florida.
10. Effective Date and Expiration.
 - a. This Agreement shall be effective upon recording by the City at the Owners' expense in the public records of Volusia County, Florida. The Second Reading of the Ordinance for this Agreement shall not take place until the Owners has provided an executed copy of the MDA to the City Clerk addressing all issues discussed prior to the scheduled Second Recording. If there are no additional requirements, corrections or conditions attached by the City Council at the Second Reading, the Agreement shall be signed by the Mayor and City Clerk and recorded.
 - b. Development of the Woodhaven PUD Property shall commence within five (5) years from the effective date of this Agreement and it shall be completed within thirty (30) years from the date of execution. Failure to comply with the schedule set out above shall cause this Agreement to lapse unless the schedule is modified

by mutual agreement of the Owners, Developer, and the City. The term "Development" shall have the meaning as set forth in the LDC.

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

WITNESSES:

**CITY OF PORT ORANGE, a Florida
Municipal Corporation**

Printed Name

By: _____
Allen Green, Mayor

Printed Name

Printed Name

Attest _____
Robin L. Fenwick, CMC, City Clerk

Printed Name

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Allen Green, Mayor of the CITY OF PORT ORANGE, FLORIDA, a Florida Municipal Corporation, on behalf of the City. He is personally known to me and did not take an oath.

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

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Robin L. Fenwick, CMC, City Clerk, of the CITY OF PORT ORANGE, FLORIDA, a Florida Municipal Corporation, on behalf of the City. She is personally known to me and did not take and an oath.

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

Signed, sealed and delivered
in the presence of:

OWNER:
CC WOODHAVEN, LLC, a Florida
limited liability company
By: CC North Central, LLC, a Florida
limited liability company, its sole member

Witness 1

Print Name of Witness 1

By: _____
Morteza Hosseini-Kargar, President

Witness 2

Date: _____

Print Name of Witness 2

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me the ____ day of _____, 2016, by Morteza Hosseini-Kargar, as President, of CC North Central, LLC, a Florida limited liability company, sole member of CC Woodhaven, LLC, a Florida limited liability company. He is personally known to me and did not take an oath.

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

Signed, sealed and delivered
in the presence of:

OWNER:
**PIONEER INVESTMENTS OF PORT
ORANGE, INC,** a Florida Corporation

Witness 1

Print Name of Witness 1

Witness 2

Print Name of Witness 2

By: _____
Morteza Hosseini-Kargar, President

Date: _____

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me the ____ day of _____,
2016, by Morteza Hosseini-Kargar, as President, of Pioneer Investments of Port Orange, Inc., a
Florida Corporation. He is personally known to me and did not take an oath.

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

Signed, sealed and delivered
in the presence of:

OWNER:
PIONEER COMMUNITY
DEVELOPMENT DISTRICT

Witness 1

Print Name of Witness 1

Witness 2

Print Name of Witness 2

By: _____

Date: _____

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me the ____ day of _____,
2016, by _____, as _____, of Pioneer Community
Development District. He/She is personally known to me and did not take an oath.

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

Signed, sealed and delivered
in the presence of:

DEVELOPER:
INTERVEST CONSTRUCTION, INC.,
a Florida corporation

Witness 1

By: _____
Morteza Hosseini-Kargar, President

Print Name of Witness 1

Witness 2

Date: _____

Print Name of Witness 2

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me the ____ day of _____,
2016, by Morteza Hosseini-Kargar, as President of Intervest Construction, Inc., a Florida
corporation. He is personally known to me and did not take an oath.

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

EXHIBIT "A"

LEGAL DESCRIPTION WOODHAVEN PLANNED UNIT DEVELOPMENT (Page 1 of 4)

A PART OF SECTIONS 28, 32 AND 33, TOWNSHIP 18 SOUTH, RANGE 33 EAST, AND A PART OF SECTIONS 4, 5, 8 AND 9, TOWNSHIP 17 SOUTH, RANGE 33 EAST, CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF PIONEER TRAIL AND THE WEST LINE OF THE EAST ONE-HALF OF SECTION 8, TOWNSHIP 17 SOUTH, RANGE 33 EAST; THENCE N 01°21'03" W, ALONG THE WEST LINE OF THE EAST ONE-HALF OF SAID SECTION 8, 384.60 FEET TO THE SOUTHWEST CORNER OF THE EAST ONE-HALF OF SECTION 5, TOWNSHIP 17 SOUTH, RANGE 33 EAST; THENCE N 00°38'02" W, ALONG THE WEST LINE OF THE EAST ONE-HALF OF SAID SECTION 8, A DISTANCE OF 6316.53 FEET TO THE SOUTHWEST CORNER OF THE EAST ONE-HALF OF SECTION 32, TOWNSHIP 18 SOUTH, RANGE 33 EAST; THENCE N 00°43'04" W, ALONG THE WEST LINE OF THE EAST ONE-HALF OF SAID SECTION 32, A DISTANCE OF 6281.83 FEET TO THE SOUTHWEST CORNER OF THE EAST ONE-HALF OF SECTION 29, TOWNSHIP 18 SOUTH, RANGE 33 EAST; THENCE N 00°25'15" W, ALONG THE WEST LINE OF THE EAST ONE-HALF OF SAID SECTION 29, A DISTANCE OF 1322.31 FEET TO THE NORTH-EAST CORNER OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 29; THENCE N 01°24'22" E, ALONG THE EAST LINE OF THE SOUTHWEST ONE-QUARTER, A DISTANCE OF 579.893 FEET TO A POINT LYING 100 WESTERLY OF, WHEN MEASURED PERPENDICULAR TO, A FLORIDA POWER AND LIGHT COMPANY EASEMENT, AS RECORDED IN OFFICIAL RECORD BOOK 2880, PAGE 0441, THENCE N 23°21'45" W AND PARALLEL TO SAID EASEMENT A DISTANCE OF 32.01 FEET TO A POINT ON A CURVE, SAID CURVE HAVING A RADIUS OF 950.00 FEET, A CHORD BEARING OF N 56°41'11" W AND A CHORD LENGTH OF 1043.81 FEET; THENCE ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 88°38'52", AN ARC DISTANCE OF 1105.08 FEET TO A POINT THAT IS 100 FEET SOUTHERLY OF, AS MEASURED PERPENDICULAR TO, ABOVE DESCRIBED FLORIDA POWER AND LIGHT COMPANY EASEMENT; THENCE S 89°59'23" W, PARALLEL TO SAID EASEMENT A DISTANCE OF 249.78 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 600.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 15°14'08", AN ARC DISTANCE OF 159.54 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 700.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 36°19'20", AN ARC DISTANCE OF 443.76 FEET TO THE POINT OF TANGENCY THEREOF; THENCE N 68°55'23" W A DISTANCE OF 488.02 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 600.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 05°58'50", AN ARC DISTANCE OF 82.83 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF AIRPORT ROAD; THENCE N 15°17'59" E, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF AIRPORT ROAD A DISTANCE OF 436.02 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHWEST, SAID CURVE HAVING A RADIUS OF 1100.00 FEET; THENCE, ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 42°32'50", AN ARC DISTANCE OF 816.85 FEET; THENCE N 27°14'31" W A DISTANCE OF 364.55 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHWEST, SAID CURVE HAVING A RADIUS OF 31,438.58 FEET; THENCE ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 01°05'48", AN ARC DISTANCE OF 601.89 FEET, MORE OR LESS, TO THE SOUTH LINE OF SPRUCE CREEK; THENCE ALONG THE SOUTH LINE OF SPRUCE CREEK, IN A GENERALLY NORTHERLY DIRECTION, TO INTERSECT WITH THE NORTH LINE OF SECTION 29, TOWNSHIP 18 SOUTH, RANGE 33 EAST; THENCE S 89°59'01" E ALONG THE NORTH LINE OF SAID SECTION 29 A DISTANCE OF 228.11 FEET, MORE OR LESS, TO THE WESTERLY LINE OF SPRUCE CREEK; THENCE ALONG SPRUCE CREEK, SOUTHERLY AND NORTHERLY, TO THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 95 (S.R. 9), AS SHOWN OF THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 79002-2407; THENCE S 23°21'45" E, ALONG SAID RIGHT-OF-WAY LINE, 870 FEET, MORE OR LESS, TO THE NORTH LINE OF THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 29; THENCE S 89°

EXHIBIT "A"

LEGAL DESCRIPTION WOODHAVEN PLANNED UNIT DEVELOPMENT

(Page 2 of 4)

58°07' W, ALONG THE NORTH LINE OF THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 29, 828.71 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 29; THENCE S 00°24' 16" E, ALONG THE WEST LINE OF THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 29, 1320.13 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 29; THENCE N 89°59' 23" E, ALONG THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 29, A DISTANCE OF 1187.83 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95; THENCE S 23°21'45" E, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 5925.95 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE SOUTHWEST, SAID CURVE HAVING A RADIUS OF 11,359.30 FEET; THENCE, ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 04°21'58", AN ARC DISTANCE OF 885.83 FEET TO THE NORTHERLY LINE OF A 50.00 FOOT F.D.O.T HAUL ROAD ACCESSING BORROW PIT NO. 8, AS DESCRIBED IN OFFICIAL RECORD BOOK 1897, PAGES 97 THROUGH 99; THENCE S 86°38'15" W, ALONG SAID HAUL ROAD 301.47 FEET TO THE NORTH LINE OF BORROW PIT NO. 8; THENCE S 89°28'15" W, ALONG THE NORTH LINE OF BORROW PIT NO. 8, 435.33 FEET TO THE WEST LINE OF BORROW PIT NO. 8; THENCE S 00°31'45" E, ALONG THE WEST LINE OF BORROW PIT NO. 8, 500.00 FEET TO THE SOUTH LINE OF BORROW PIT NO. 8; THENCE N 89°28'15" E, ALONG THE SOUTH LINE OF BORROW PIT NO. 8, 500.00 FEET TO THE EAST LINE OF BORROW PIT NO. 8; THENCE N 00°31'45" W, ALONG THE EAST LINE OF BORROW PIT NO. 8, 346.41 FEET; THENCE N 23°21'45" W, 116.55 FEET TO THE SOUTHERLY LINE OF AFORESAID 50.00 FOOT HAUL ROAD; THENCE N 66°38'15" E, ALONG SAID HAUL ROAD, A DISTANCE OF 287.53 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95, SAID POINT LYING IN A CURVE TO THE SOUTHWEST, SAID CURVE HAVING A RADIUS OF 11,359.30 FEET; A CHORD BEARING OF S 11°37'02" E, AN A CHORD LENGTH OF 2817.95 FEET; THENCE, ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 14°15'01", AN ARC DISTANCE OF 2825.23 FEET; THENCE S 04°29'32" E, 2954.25 FEET TO THE NORTHERLY LINE OF AN F.D.O.T HAUL ROAD ACCESSING BORROW PIT NO. 5, AS DESCRIBED IN OFFICIAL RECORD BOOK 1897, PAGES 97-99; THENCE S 85°30'28" W, ALONG SAID HAUL ROAD, 322.12 FEET TO THE EAST LINE OF BORROW PIT NO. 5; THENCE N 01°11'32" W, ALONG THE EAST LINE OF BORROW PIT NO. 5, 449.92 FEET TO THE NORTH LINE OF SAID BORROW PIT; THENCE S 88°48'28" W, ALONG THE NORTH LINE OF SAID BORROW PIT, 400.00 FEET TO THE WEST LINE OF SAID BORROW PIT; THENCE S 01°11'32" E, ALONG THE NORTH LINE OF SAID BORROW PIT, 900.00 FEET TO THE SOUTH LINE OF SAID BORROW PIT; THENCE N 88°48'28" E, ALONG THE SOUTH LINE OF SAID BORROW PIT, 400.00 FEET TO THE EAST LINE OF SAID BORROW PIT; THENCE N 01°11'32" W, ALONG THE EAST LINE OF SAID BORROW PIT, 400.00 FEET TO THE SOUTHERLY LINE OF AFOREMENTIONED 50.00 FOOT HAUL ROAD; THENCE N 85°30'28" E, ALONG THE SOUTHERLY LINE OF SAID HAUL ROAD, 325.00 FEET TO THE WESTERLY LINE OF INTERSTATE 95; THENCE S 04°29'32" E, ALONG SAID RIGHT-OF-WAY LINE, 1455.88 FEET TO THE NORTHERLY LINE OF THE I-95 LIMITED ACCESS RIGHT-OF-WAY; THENCE, ALONG SAID RIGHT-OF-WAY, S 84°44'18" W, A DISTANCE OF 125.61 FEET; THENCE S 78°01'40" W, A DISTANCE OF 502.49 FEET; THENCE S 84°44'18" W, A DISTANCE OF 210.19 FEET; THENCE S 08°04'28" E, A DISTANCE OF 20.32 FEET TO THE NORTHERLY RIGHT-OF-WAY OF PIONEER TRAIL; THENCE, ALONG THE NORTHERLY RIGHT-OF-WAY OF PIONEER TRAIL, S 83°53'59" W, A DISTANCE OF 1170.08 FEET; THENCE S 84°37'22" W, A DISTANCE OF 174.58 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHWEST, SAID CURVE HAVING A RADIUS OF 795.59 FEET; THENCE, ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 13°34'54", AN ARC DISTANCE OF 188.59 FEET; THENCE N 81°47'44" W, A DISTANCE OF 119.32 FEET; THENCE N 80°38'20" W, A DISTANCE OF 898.51 FEET; THENCE N 78°05'49" W, A DISTANCE OF 898.51 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

TOGETHER WITH:

EXHIBIT "A"

LEGAL DESCRIPTION WOODHAVEN PLANNED UNIT DEVELOPMENT (Page 3 of 4)

OF SECTIONS 4, 5, 8 AND 9, TOWNSHIP 17 SOUTH, RANGE 33 EAST, CITY OF PORT UNACHE, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: **BOOK: 4**
PAGE: 4

FOR A POINT OF BEGINNING COMMENCE AT THE INTERSECTION OF THE WEST LINE OF THE NORTHWEST ONE-QUARTER OF SECTION 9, TOWNSHIP 17 SOUTH, RANGE 33 EAST AND THE NORTHERLY RIGHT-OF-WAY LINE OF PIONEER TRAIL; THENCE N 17°11' 58" W ALONG THE NORTHERLY LINE OF PIONEER TRAIL A DISTANCE OF 572.68 FEET; THENCE N 17°22'20" W A DISTANCE OF 435.83 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 383.92 FEET, A CHORD BEARING OF N 44°32'43" W AND A CHORD LENGTH OF 332.39 FEET; THENCE ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 54°20'47", AN ARC DISTANCE OF 345.19 FEET TO INTERSECT WITH THE EASTERLY RIGHT-OF-WAY LINE OF THE I-95 LIMITED ACCESS RIGHT-OF-WAY; THENCE N 19°03'29" W, ALONG SAID RIGHT-OF-WAY LINE, 24.87 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID LIMITED ACCESS RIGHT-OF-WAY, SAID POINT LYING ON A CURVE TO THE SOUTHWEST, SAID CURVE HAVING A RADIUS OF 431.87 FEET, A CHORD BEARING OF N 82°28'32" W AND A CHORD LENGTH OF 172.44 FEET; THENCE ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 23°01'57", AN ARC DISTANCE OF 173.65 FEET; THENCE N 03°58'28" W, A DISTANCE OF 10.00 FEET; THENCE S 85°04'48" W, A DISTANCE OF 296.84 FEET; THENCE S 88°53'39" W, A DISTANCE OF 601.33 FEET; THENCE S 85°04'48" W, 124.35 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95 (S.R. 9); THENCE N 04°08'45" W, ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 5070.93 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHWEST, SAID CURVE HAVING A RADIUS OF 5804.65 FEET; THENCE ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 18°52'13", AN ARC DISTANCE OF 1944.69 FEET; THENCE N 23°00' 58" W A DISTANCE OF 5325.67 FEET; THENCE N 17°58'25" W, A DISTANCE OF 853.30 FEET; THENCE N 13°59'11" E A DISTANCE OF 502.04 FEET TO THE NORTH LINE OF THE WEST ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SECTION 29, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE S 89°39'50" E, ALONG THE NORTH LINE OF THE WEST ONE-HALF OF THE SOUTHEAST ONE-QUARTER, 694.29 FEET TO THE NORTHEAST CORNER OF THE OF THE WEST ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 29; THENCE S 00°04'58" E, ALONG THE EAST LINE OF THE WEST ONE HALF THE THE SOUTHEAST ONE-QUARTER, 1834.12 FEET; THENCE S 89°37'45" E A DISTANCE OF 1332.18 FEET TO THE EAST LINE OF SAID SECTION 29; THENCE S 00°05' 29" E ALONG THE EAST LINE OF SECTION 29 A DISTANCE OF 812.94 FEET TO THE NORTHEAST CORNER OF SECTION 32, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE S 00° 14'52" E ALONG THE EAST LINE OF SECTION 32 A DISTANCE OF 1304.58 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 33; THENCE S 89°57'51" E ALONG THE NORTH LINE OF THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 33 A DISTANCE OF 1324.08 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 33; THENCE S 00°09'18" E ALONG THE EAST LINE OF THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 33, A DISTANCE OF 1298.76 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 33; THENCE S 00°16'26" E ALONG THE EAST LINE OF THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 33 A DISTANCE OF 1306.92 FEET TO THE NORTH LINE OF THE SOUTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SECTION 33; THENCE N 89°47'25" E ALONG THE NORTH LINE OF THE SOUTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER A DISTANCE OF 1320.92 FEET TO THE NORTHEAST CORNER OF THE SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SECTION 33; THENCE S 00° 03'41" E ALONG THE EAST LINE OF THE SOUTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SECTION 33 A DISTANCE OF 1307.06 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF SECTION 4, TOWNSHIP 17 SOUTH, RANGE 33 EAST; THENCE S 00°58'55" E ALONG THE EAST LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 4 A DISTANCE OF 2039.28 FEET; THENCE S 89°23'12" W A DISTANCE OF 176.00 FEET; THENCE S 00°58'55" E A DISTANCE OF 578.00 FEET TO THE NORTH LINE OF THE SOUTHWEST ONE-QUARTER OF SECTION 4; THENCE S 89° 23'12" W ALONG THE NORTH LINE OF THE SOUTHWEST ONE-QUARTER OF SECTION 4 A DISTANCE OF 178.00 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST ONE-QUARTER OF SECTION 4; THENCE S 00°58'55" E ALONG THE EAST LINE OF THE SOUTHWEST ONE QUARTER OF SECTION 4 A DISTANCE OF 2624.38 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF SECTION 9, TOWNSHIP 17 SOUTH, RANGE 33 EAST; THENCE S 00°42'24" E ALONG THE EAST LINE OF THE NORTHWEST ONE-QUARTER OF SECTION 9 A DISTANCE OF 1582.42 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF PIONEER TRAIL AND THE POINT OF BEGINNING OF THIS DESCRIPTION.

ABOVE DESCRIBED LANDS CONTAINING 1208 ACRES, MORE OR LESS

EXHIBIT "A"

**LEGAL DESCRIPTION
WOODHAVEN PLANNED UNIT DEVELOPMENT
(Page 4 of 4)**

Less and Except the following property now part of the Doris Leeper Spruce Creek Preserve:

**A PORTION OF THE FOLLOWING DESCRIBED PROPERTY LYING EAST OF INTERSTATE HIGHWAY 95:
THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 16 SOUTH, RANGE 33 EAST, TOGETHER WITH THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, LESS THE NORTH 511 FEET THEREOF, OF SAID SECTION 29, TOGETHER WITH THE NORTHEAST 1/4 AND THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 16 SOUTH, RANGE 33 EAST, TOGETHER WITH THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 AND THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, SECTION 33, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA.**

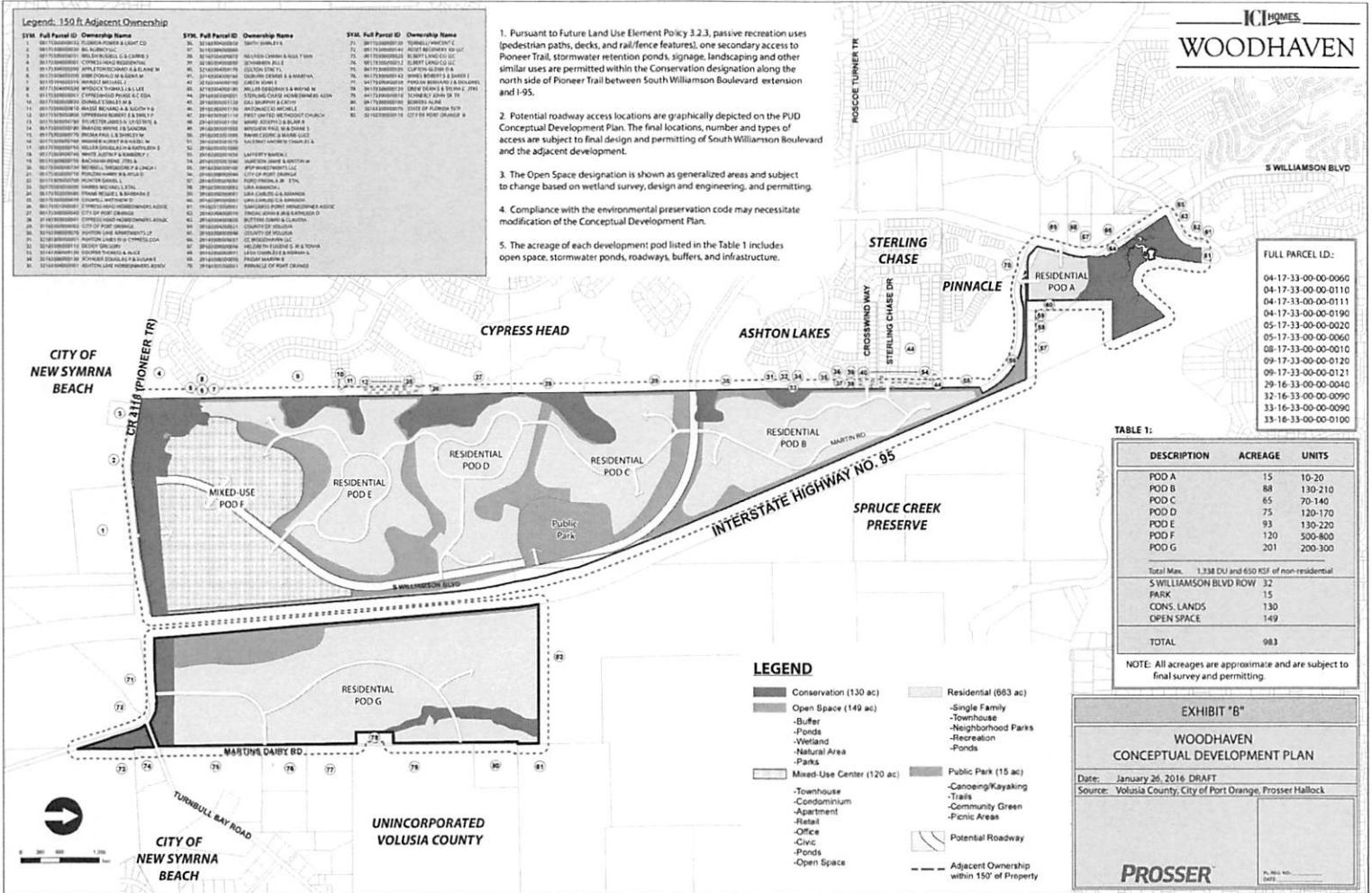
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SECTION 32, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE, ALONG THE EAST LINE OF SAID SECTION 32, S00°34'53"E, 1,304.47 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 33, N89°40'17"E, 1,324.49 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 33; THENCE ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER, S00°30'04"E, 1,298.69 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 33; THENCE, ALONG THE EAST LINE OF SAID NORTHWEST QUARTER, S00°28'23"E, 1,306.90 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 33; THENCE, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, N89°25'46"E, 1,321.44 FEET TO THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, S00°25'12"E, 979.77 FEET; THENCE S89°26'15"W, 2,062.40 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 95 (STATE ROAD 9), SAID POINT ALSO BEING THE BEGINNING OF A NON TANGENT CURVE CONCAVE WEST, HAVING A RADIUS OF 5,904.65 FEET, A CENTRAL ANGLE OF 13°41'21" AND A CHORD BEARING OF N16°32'46"W; THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY LINE, AND ALONG THE ARC OF SAID CURVE, 1,410.74 FEET; THENCE, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, N23°23'27"W, 5,326.34 FEET; THENCE, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, N18°20'54"W, 853.30 FEET; THENCE, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, N13°32'28"E, 501.56 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE, ALONG SAID NORTH LINE, N89°57'32"E, 687.27 FEET TO THE NORTHEAST CORNER OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 29; THENCE, ALONG THE EAST LINE OF THE WEST HALF OF SAID SOUTHEAST QUARTER, S00°26'01"E, 1,833.77 FEET TO THE SOUTH LINE OF THE NORTH 511 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 29; THENCE ALONG SAID SOUTH LINE, S89°59'41"E, 1,332.93 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 29; THENCE, ALONG SAID EAST LINE, S00°26'50"E, 812.81 FEET TO THE POINT OF BEGINNING.

CONTAINING 225.000 ACRES, MORE OR LESS.

EXHIBIT "B"

WOODHAVEN CONCEPTUAL DEVELOPMENT PLAN



Legend: 150 ft Adjacent Ownership

Full Parcel ID	Ownership Name
04-17-33-00-00-0060	04-17-33-00-00-0060
04-17-33-00-00-0110	04-17-33-00-00-0110
04-17-33-00-00-0190	04-17-33-00-00-0190
05-17-33-00-00-0020	05-17-33-00-00-0020
05-17-33-00-00-0060	05-17-33-00-00-0060
08-17-33-00-00-0010	08-17-33-00-00-0010
09-17-33-00-00-0120	09-17-33-00-00-0120
09-17-33-00-00-0120	09-17-33-00-00-0120
29-16-33-00-00-0040	29-16-33-00-00-0040
32-16-33-00-00-0090	32-16-33-00-00-0090
33-16-33-00-00-0090	33-16-33-00-00-0090
33-16-33-00-00-0100	33-16-33-00-00-0100

1. Pursuant to Future Land Use Element Policy 3.2.3, passive recreation uses (pedestrian paths, decks, and rail fence features), one secondary access to Pioneer Trail, stormwater retention ponds, signage, landscaping and other similar uses are permitted within the Conservation designation along the north side of Pioneer Trail between South Williamson Boulevard extension and I-95.
2. Potential roadway access locations are graphically depicted on the PUD Conceptual Development Plan. The final locations, number and types of access are subject to final design and permitting of South Williamson Boulevard and the adjacent development.
3. The Open Space designation is shown as generalized areas and subject to change based on wetland survey, design and engineering, and permitting.
4. Compliance with the environmental preservation code may necessitate modification of the Conceptual Development Plan.
5. The acreage of each development pod listed in the Table 1 includes open space, stormwater ponds, roadways, buffers, and infrastructure.

WOODHAVEN

FULL PARCEL ID:

04-17-33-00-00-0060
04-17-33-00-00-0110
04-17-33-00-00-0190
05-17-33-00-00-0020
05-17-33-00-00-0060
08-17-33-00-00-0010
09-17-33-00-00-0120
09-17-33-00-00-0120
29-16-33-00-00-0040
32-16-33-00-00-0090
33-16-33-00-00-0090
33-16-33-00-00-0100

TABLE 1:

DESCRIPTION	ACREAGE	UNITS
POD A	15	10-20
POD B	88	130-210
POD C	65	70-140
POD D	75	120-170
POD E	93	130-220
POD F	120	500-800
POD G	201	200-300
Total Max. 1,338 DU and 650 KSF of non-residential		
S WILLIAMSON BLVD ROW	32	
PARK	15	
CONS. LANDS	130	
OPEN SPACE	149	
TOTAL	983	

NOTE: All acreages are approximate and are subject to final survey and permitting.

LEGEND

- Conservation (130 ac)
- Open Space (149 ac)
- Mixed-Use Center (120 ac)
- Residential (663 ac)
- Single Family
- Townhouse
- Neighborhood Parks
- Recreation
- Ponds
- Public Park (15 ac)
- Canoeing/Kayaking
- Trails
- Community Green
- Picnic Areas
- Potential Roadway
- Adjacent Ownership within 150' of Property

EXHIBIT "B"

WOODHAVEN CONCEPTUAL DEVELOPMENT PLAN

Date: January 26, 2016 DRAFT
Source: Volusia County, City of Port Orange, Prosser Hallock

PROSSER



STAFF REPORT

1st Amendment to the Woodhaven PUD Master Development Agreement and Conceptual Development Plan
CASE NO. 16-40000002

REQUEST:	To approve the 1 st Amendment to the Woodhaven PUD Master Development Agreement and Conceptual Development Plan
OWNER:	CC Woodhaven, LLC; Pioneer Investments of Port Orange, Inc.; and Pioneer Community Development District
APPLICANT:	M David Haas, ICI Homes
STAFF CONTACT:	Penelope Cruz, Principal Planner (386)506-5671
STAFF RECOMMENDATION:	Approval
CITY COUNCIL DATE:	April 19, 2016

INTRODUCTION

The proposed 1st Amendment to the Woodhaven Planned Unit Development (PUD) would remove references to Martin Road as a through or collector road within the Master Development Agreement (MDA) and Conceptual Development Plan (CDP). The current MDA and CDP show Martin Road as a 2-lane collector road intersecting Williamson Boulevard north of the Pinnacle subdivision and south of the Ashton Point Apartments, traversing through the Woodhaven PUD (see Figure 1).

The subject MDA and CDP amendment is consistent with the proposed 16-1 Comprehensive Plan Amendment regarding Martin Road. The City Council approved the transmittal of the subject Comprehensive Plan amendments to the Department of Economic Opportunity (DEO) and other review agencies, per Resolution No. 16-5, at a public hearing held on January 15, 2016, as recommended by the Planning Commission. The State and local review agencies have completed their review with no objections, and the proposed amendment has been certified consistent through the Volusia Growth Management Commission (VGMC).

Figure 1 – Current and Proposed CDP

----- Martin Road



Recently, the developer of the Woodhaven PUD began planning the northern residential area and is requesting to replace Martin Road with a local residential street. The developer is concerned with the potential of through traffic that could use Martin Road to bypass the Airport Road/Williamson Boulevard intersection and have a negative impact on the northern neighborhood area. The removal of Martin Road as a collector road would keep through traffic on Williamson Boulevard and only allow residential traffic within the northern residential area. According to the developer, if the amendment is approved, the northern residential area will have its main access point south of the Ashton Point Apartments but will not have any direct connection to Williamson Boulevard north of the Pinnacle subdivision.

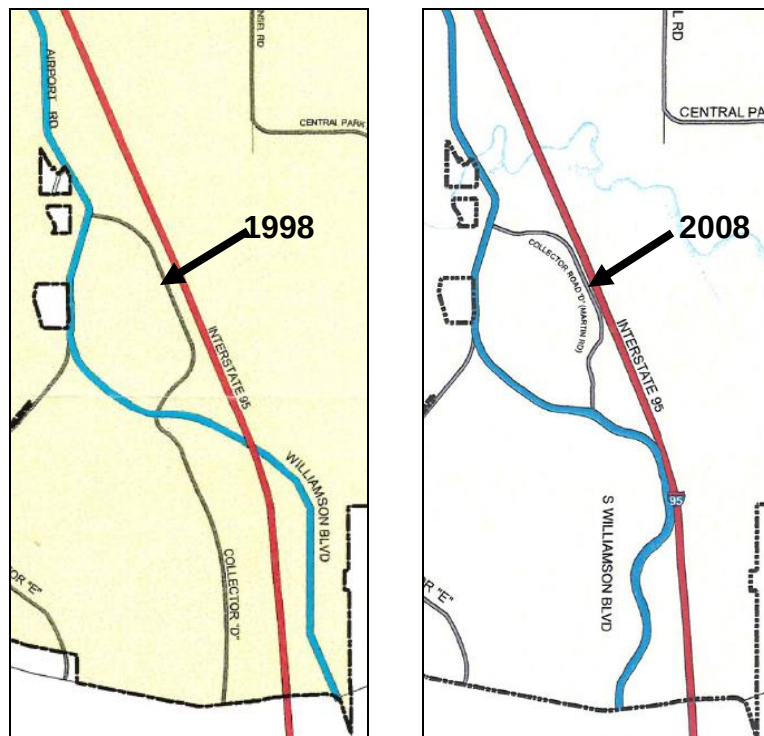
CASE BACKGROUND

In the City's 1998 Comprehensive Plan, Martin Road or Collector "D" was initially planned as a collector road that ran parallel along the west of I-95 to the intersection

with Pioneer Trail, and Williamson Boulevard was planned as an arterial road that would cross I-95 just southeast of the current terminus, with an interchange planned at that point, then continue east through what is now the Doris Leeper Spruce Creek Preserve, and finally bend south towards the intersection with Pioneer Trail.

In 2003, the Volusia County Council re-aligned Williamson Boulevard to its current location, lying west of I-95, to protect the lower Spruce Creek area east of I-95. In 2008, the City's Comprehensive Plan was amended to reflect the new alignment of Williamson Boulevard and the modified alignment of Martin Road. With Williamson Boulevard lying west of I-95, it was determined not necessary for Martin Road to also extend to Pioneer Trail.

Figure 2. Excerpt of Comprehensive Plan, Transportation Element, Future Functional Classification Map (1998, 2008)



In 2010, the City amended the Comprehensive Plan to prohibit new single-family, duplex or triplex lots from having direct driveway access to an arterial or collector roadway. The Woodhaven PUD was amended in 2013 to bring the PUD into compliance with the Comprehensive Plan and the various changes that occurred with the planned roadway network since the original adoption of the PUD in 1997. The 2013 Woodhaven PUD amendment recognized Martin Road as a collector road. The PUD amendment was approved with a provision that allows half of the Martin Road frontage to contain direct driveway access to single-family residential lots and traffic calming measures.

PROPOSED AMENDMENT

The proposed amendment would remove the requirement for the developer of the Woodhaven project to construct Martin Road and amend the CDP to show the northern residential area with the same main access point south of the Ashton Point Apartments but with a local road that ends in a cul-de-sac and no connection to Williamson Boulevard north of the Pinnacle subdivision.

DISCUSSION

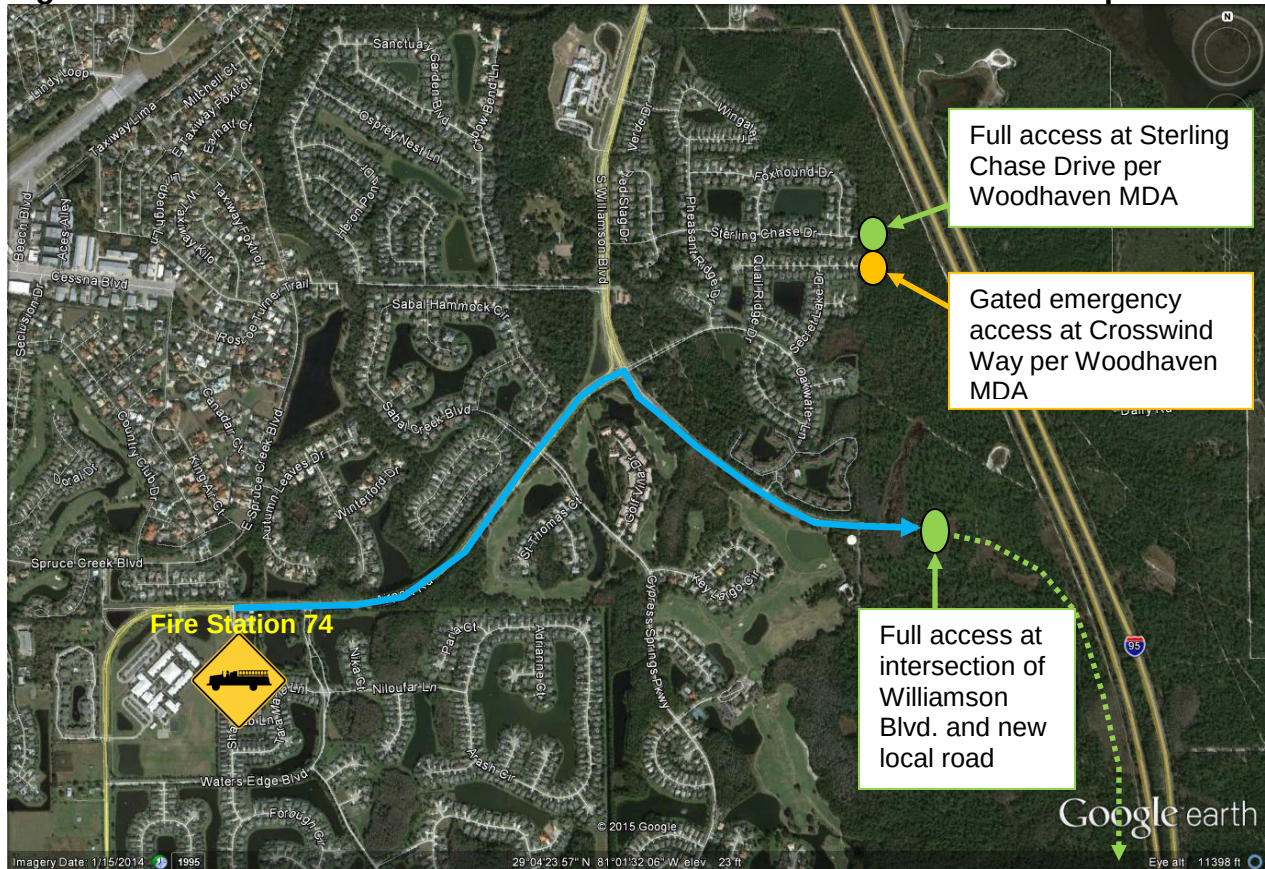
Initial plans had residential streets with single-family lots feeding into Martin Road, similar to Village Trail and Swallow Tail. However, in 2013, the Woodhaven PUD was amended to allow residential driveways to have direct driveway access along half of the frontage of Martin Road along with appropriate traffic calming measures. According to the applicant, the combination of these design elements for Martin Road result in it functioning more like a local residential street and not a collector road as originally planned in the late 1990's.

The applicant's transportation consultant, Lassiter Transportation Group (LTG), has assessed the impact on the surrounding roadway network if Martin Road was not constructed as currently planned. According to LTG, all vehicles that would travel on Martin Road have been accounted for and already included in the traffic volume projections for the northern and southern segments of Williamson Boulevard. In addition, the removal of Martin Road does not reduce the roadway capacity for Williamson Boulevard.

Transportation Planning staff has reviewed the proposal and does not anticipate that removing Martin Road and allowing the northern residential area of the Woodhaven development to be developed with a local road, would create a significant operational impact to the road network.

Both the Fire and Police departments reviewed the proposed amendment and do not anticipate any negative impacts on providing services to the northern residential area with the removal of Martin Road. If the proposed amendment is approved, emergency services would be able to access the northern residential area at the access point off Williamson Boulevard, south of Ashton Point Apartments, the connection at Sterling Chase Drive, and through a future emergency access gate located within the Ashton Lake Subdivision at Crosswind Way. LTG also evaluated the removal of Martin Road on emergency services and concluded no negative impacts are anticipated.

Figure 3. Access to Northern Residential Area of the Woodhaven Development



RECOMMENDATION

Staff recommends approval of the First Amendment to the Woodhaven PUD Master Development Agreement and Conceptual Development Plan.

ATTACHMENTS

Exhibit A – First Amendment to the Woodhaven PUD Master Development Agreement and Conceptual Development Plan (see Ordinance Exhibit)

CITY COUNCIL SPECIAL MEETING/WORKSHOP MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
MARCH 29, 2016

THE CITY COUNCIL SPECIAL MEETING/WORKSHOP 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 Donald Burnette
 Councilman Scott Stiltner
 Vice Mayor Drew Bastian
 Mayor Allen Green

 Also Present: Jake Johansson, City Manager
 Margaret T. Roberts, City Attorney
 Robin Fenwick, City Clerk

Rules of Procedure as approved by City Council on December 2, 2014; specifically page 3, portions of letter (e) and #9 (a-e) were read by Robin Fenwick, City Clerk.

SPECIAL MEETING AGENDA

ACTION ITEM(S)

5. Resolution No. 16-17 - Renaming Coraci Park Zachary Siegfried Park

Mayor Green read Resolution No. 16-17.

RESOLUTION NO. 16-17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; NAMING ONE BALLFIELD AT CORACI PARK, IN HONOR OF ZACHARY SIEGFRIED; PROVIDING THAT THE BALLFIELD BE NAMED THE "ZACHARY SIEGFRIED PARK"; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Resolution No. 16-17
was made by Vice Mayor Bastian, and
Seconded by Councilman Burnette.

Mayor Green thanked Mr. and Mrs. Siegfried for their work in the community. Mrs. Siegfried thanked the Youth Advisory Board and Council for honoring their son.

Councilman Stiltner thanked them for their work with the foundation, Ball Parks 4 Him.

Gabe Bridges introduced himself to Council. He has been sponsored by Ball Parks 4 Him Foundation and appreciates the support.

Ball Parks 4 Him is hosting a Wiffle Ball Tournament on April 16, 2016 at Coraci Sports Complex to raise funds for children in need of assistance for equipment, tournament travel, registration fees, etc. as it relates to sports.

Mr. Johansson asked Council to discuss the recommendation from the Parks Board relating to the length of the naming. Option 2 restricts the renaming to expire with the expiration of the non-profit. Mr. Johansson asked Council to consider Option 3 instead.

Susan Lovallo, Parks & Recreation Director, clarified the renaming is for a single field rather than park. The resolution will need to be updated to reflect same.

Motion to amend to approve Option #3
to exclude the restriction of the non-
profit being active was made by Vice
Mayor Bastian, and Seconded by
Councilman Burnette. Motion carried
unanimously by voice vote.

Matt Burnette, Chair of Youth Advisory Board, and Scott Kelly, Vice-Chair, thanked Council and the Youth and Parks Boards for considering this renaming.

Sammie Gray thanked Ball Parks 4 Him because he is unable to provide full funding for his son due to his own illnesses. His son loves baseball and he is thankful for the assistance.

Motion as amended carried
unanimously by roll call vote.

WORKSHOP AGENDA

DISCUSSION ITEM(S)

6. Joint Meeting with the Parks & Recreation Advisory Board

Roll Call was taken for the Parks & Recreation Advisory Board.

Present: Jack Wiles, Chairman
John Cameron, Vice Chairman
Aime Bischoff
Maria Mills-Benat
Sean Maroney
Bobby Ball

Absent: Mark Bowling
Robert Maxwell
Dianne Gardner
Patricia Barraco

Jack Wiles, Chair, explained the items the Board has been working on. He discussed the need for a community center and sports complex. He asked Council to consider floating a bond to fund those needs. He would also like the Foundation to get up and running with the help of the Legal Department. He discussed their 1-, 3-, and 5-year plans.

John Cameron, Vice Chair, thanked Mr. Wiles for his leadership getting those plans in order. He hopes to see the Foundation move forward to help the City with the funding needs for Parks and Recreation.

Sean Maroney, member, hopes to promote a community center so that a regulation size gym can be built for basketball and volleyball.

Maria Mills-Benat, member, also supports a community center for those children that don't play sports. She'd like to see tutors available. She hopes to see a sports complex but wants it done to what they need and want.

Bobby Ball, member, would like to see a sports complex as a priority.

Aime Bischoff, member, also supported the community center for indoor sports, including basketball and volleyball, as well as the Foundation. She wants to see the parents volunteer in the concession stands.

Mayor Green also wants to see the Foundation started so people can donate. He asked the Board to talk to Clay Henderson regarding a canoe/kayak launch on Spruce Creek.

Mr. Wiles said there is a draft policy from 2011 for naming parks that needs to be finalized. Council agreed for the Board to work on a policy recommendation.

Councilman Ford said District 1 kids need facilities. Community centers are very expensive and need to be planned wisely if Council is going to go that direction. He'd like to see the Foundation off the ground so they can start raising funds. He would like to explore a community center. He'd also like the Board to remember the elderly and activities for them.

Councilman Burnette asked what the hold-up is for the Foundation. Ms. Roberts said they have met a few times and need to meet with the Board again. Councilman Burnette asked for a reasonable deadline to get the Foundation going. Ms. Roberts can provide the framework but the Directors of the Foundation will need to be determined and need to move it forward. Councilman Burnette suggested September 30, 2016 for a deadline and would like to meet with the Board every year.

Vice Mayor Bastian thanked the Board for their service and agreed with what Councilmen Ford and Burnette have said. He wants to get the Foundation up and running for the donations.

Councilman Stiltner also thanked the Board. He believes the senior activities are important as well as the children's needs. He suggested meeting with the Board quarterly to ensure these items move forward.

Priorities:

- 1) Foundation
- 2) Naming Rights Policy
- 3) Clay Henderson – canoe/kayak launch
- 4) Community Center
- 5) Sports Complex
- 6) Vacant buildings in District 1
- 7) Parking at Coraci

Sarah Jones, citizen, asked Council and the Board to consider a swimming pool in the community.

Newton White, citizen, suggested using vacant buildings to get a community center going cheaper than building a brand new one until there is money for a new one.

Ted Nofall, citizen, asked for budgeting with the priorities. He suggested the No Trespassing Signs be removed at the end of Spruce Creek Road so people can utilize the property.

Joint meeting with the Parks Advisory Board adjourned and Council reconvened at 7:32 p.m.

7. Financial Report-February 2016

Tracey Riehm, Finance Director, provided details from the February 2016 Financial Report.

Mr. Nofall asked how revenue was contributed into the 450 fund when it is an expense fund. Ms. Riehm explained the accounting process used for the accounts relating to the golf course.

8. Brownfields Discussion

Penny Cruz, Planner, introduced Michael Sznajstajler to discuss Brownfield areas. Properties on the map provided are options for Council to consider. There has been a property owner who has requested a Brownfields designation.

Michael Sznajstajler, Cobb Cole, explained the definition of Brownfields and properties that can be labeled Brownfields, as well as the Florida Brownfields Redevelopment Program requirements and benefits.

Councilman Stiltner asked if the value is affected after a designation. Mr. Sznajstajler said there is no impact from the Volusia County Property Appraiser.

Vice Mayor Bastian asked what the chances are for a project failing. Mr. Sznajstajler said it all depends on the due diligence before a project begins.

Councilman Burnette wants to look at specific areas for designation but wants to be sure the environmental threats are real.

Councilman Ford agreed with Councilman Burnette's comments. He urged the City Manager to move forward but with caution because of the stigma associated with the name. Mr. Sznajstajler said property owners may opt out and the name "Brownfield area" can be changed to anything the Council desires.

9. Police Department Organizational Brief

Thomas Grimaldi, Police Chief, discussed his changes within the Police Department including succession planning, training, consistency, and recruitment and retention.

Councilman Ford believes the wrong message is being sent to employees because these changes build the bureaucracy. He would like to get administrative personnel out of the pension plan. He supported the changes except the Administrative Captain. He wants the starting pay for officers to be raised and he believes this hinders that goal. He asked if accounting and purchasing divisions are being developed in all departments. He is concerned with that approach.

Councilman Burnette thanked Chief Grimaldi for the presentation. Chief Grimaldi explained his upcoming goals for the department.

Vice Mayor Bastian wants to be sure the "boots on the ground" are not being reduced. Chief Grimaldi said the current openings are more of an issue than the reorganization of the department.

Councilman Stiltner asked Chief Grimaldi to watch the traffic unit which hasn't grown since 1991 while traffic has grown tremendously.

10. Master Metering of Mobile Home Parks

Andy Neff, Public Utilities Director, discussed the issues regarding master metering of mobile home parks and an approach to implement a program for privately owned residential manufactured/mobile home areas. Recommendations were presented by Mr. Neff.

Councilman Stiltner wants consistency and wants to read from the City's meter. He wants the transition to be well thought out.

Vice Mayor Bastian asked who will read the private meters once we switch to the master meter. Mr. Neff said the City will read the master meter and the mobile home park will read their individual meters and bill their residents.

Councilman Burnette doesn't want to see two billings for the residents and wants to make sure the master meters are calibrated regularly.

Councilman Ford wants to be consistent and make sure the residents are taken care of in the transition.

Mayor Green wants to be fair, consistent, and right. He doesn't want to subsidize.

Mr. Noftall asked if the City can force the park owners to change to a master meter or if an incentive is needed. Ms. Roberts believes the City can legally switch them over to master meters with advanced notice. Mr. Noftall encouraged Council to make the move without worrying about the fees presented by Staff. He asked when the master meters were last calibrated. Mayor Green asked the City Manager to provide the information regarding calibrating the master meters.

11. 855 Christy Drive

Joy Burnap, property owner of 855 Christy Drive, advised Council that she has been charged for sewer service for 23 years but was not hooked up to the sewer system. Staff has advised her that they are only authorized to refund the past four (4) years. She is requesting a full refund. She is ready to hook up now, which is how the issue came up to Staff.

Ms. Riehm advised that a balance of \$687.12 would be due if the four year refund is provided. However, a credit for 23 years would provide a \$2,522.12 refund after paying the current impact fee.

Council supported providing a full refund for 23 years plus charge the impact fee from 1989 but wants to see the amounts. Ms. Robert will review the Ordinances and advise Council of any issues.

ADJOURNMENT – 10:09 p.m.

Mayor Allen Green

Attest:

Robin Fenwick, City Clerk

REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
APRIL 5, 2016

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

Invocation by Pastor Sheila M. Turner

Roll Call:	Present:	Councilman Bob Ford Councilman Donald Burnette Councilman Scott Stiltner Vice Mayor Drew Bastian Mayor Allen Green
	Also Present:	Jake Johansson, City Manager Margaret T. Roberts, City Attorney Robin Fenwick, City Clerk

Rules of Procedure as approved by City Council on December 2, 2014, specifically page 3, portions of letter (e) and #9 (a-e) were read by Robin Fenwick, City Clerk.

AGENDA APPROVAL

Mayor Green asked to add the presentation of a proclamation to Michael Dalla Rosa prior to the proclamation to Sheriff Johnson.

Motion to approve was made by Vice
Mayor Bastian, and Seconded by
Councilman Burnette. Motion carried
unanimously by voice vote.

SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

Proclamation for Michael Dalla Rosa

Mayor Green read a proclamation thanking Mr. Dalla Rosa for his service to the City of Port Orange Fire Department.

5. Recognize and present proclamation to Sheriff Ben Johnson

Mayor Green presented a proclamation to Sheriff Ben Johnson for his service to the County of Volusia.

Boy Scout Troop 436 introduced themselves. They are here working on their Citizens in the Community Badge.

6. Report from KemperSports on Cypress Head Golf Course

Bob Duquette, General Manager, provided details of the golf course for February 2016. Everything is looking good with the course at this time.

PUBLIC HEARING

7. Second Reading - Ordinance No. 2016-3 - Second Amendment to the Riverwalk Marina and Riverboat Master Development Agreement

Mayor Green read Ordinance No. 2016-3.

ORDINANCE NO. 2016-3

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROVING THE SECOND AMENDMENT TO THE RIVERWALK MARINA AND RIVERBOAT MASTER DEVELOPMENT AGREEMENT; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2016-3
on second reading was made by Vice
Mayor Bastian, and Seconded by
Councilman Burnette.

Councilman Stiltner appreciates the Staff work being done on the east side of the City.

Vice Mayor Bastian agreed and is looking forward to seeing Riverwalk move forward.

Councilman Burnette announced the Ribbon Cutting at Riverwalk on Monday, April 11, 2016 at 5:30 p.m. for the public portion.

Councilman Ford is also happy with the park moving forward but is concerned with some of the upcoming issues (specifically TIF incentives and property giveaways). He wants to hear from the public. He wants to ensure the City maintains ownership and control of the Halifax Drive right-of-way.

Mayor Green doesn't totally agree; it's not a giveaway. He is looking to work out a property swap.

Ted Nofall, citizen, urged Council to slow the project down until they can ensure the citizens' protection. He also has questions regarding the proposed amendment.

Mike Gardner, citizen, addressed his concerns regarding the previous vote of Council regarding the five-foot of easement to be deeded.

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

BOARD APPOINTMENTS, INTERVIEWS, REPORTS

8. Citizen Advisory Committee for TPO

This report was moved to the April 19, 2016 agenda.

9. Youth Advisory Board Appointment

Alex DePina introduced himself to Council.

Motion to nominate Alex DePina to the
Youth Advisory Board was made by
Councilman Burnette, and Seconded by
Vice Mayor Bastian. Motion carried
unanimously by voice vote.

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

Brian Spies, citizen, addressed Council regarding unleashed dogs in his neighborhood. He asked for signage in the area as people don't believe it's a problem in some of the less populous areas.

Robert Loosult, owner of Tif Jen Lawncare, apologized to Council for not attending the previous Council meeting relating to the award of the landscaping contract. He was with his son who was leaving for the military. He is open to questions and concerns from Council.

Mr. Noftall expressed his concerns regarding lax leadership, as well as his questions on the "Public Hearing" process.

Jim Schultz, Ormond Beach citizen, addressed his concerns on fluoride.

G. COUNCIL COMMENTS

10. Comments/Concerns from Council Members

Councilman Stiltner read a statement from the Police Department regarding April as Distracted Driver Awareness Month.

Vice Mayor Bastian asked for an update regarding the wear and tear of the walls along Central Park Blvd.

Councilman Burnette asked for an update on his concerns regarding adult entertainment ordinance. Ms. Roberts said they have been working on the ordinance and will have an item on the April 19, 2016 agenda.

Councilman Ford asked for research regarding mosquitoes and an emergency management plan in the event an issue occurs. Mr. Johansson explained that the County experts are prepared to discuss the mosquito issue. Emergency Management is a top priority.

Mayor Green asked citizens to call City Hall with their questions and he will gather the information and meet one-on-one to discuss the issue.

H. CONSENT AGENDA

11. Approval of Minutes
 - a. March 15, 2016 - Regular City Council Meeting
12. Resolution No. 16-18 - Revising Parks and Recreation Fees
13. Interlocal Agreement between the Utilities Commission of New Smyrna Beach, Florida (UCNSB) and the City of Port Orange for reclaimed water and potable water interconnects
14. Bid Awards and Contract Items
 - a. Bid Award to Vintage Painting, Inc. for Exterior Painting of Police Department Building Complex
 - b. Extension No 2 to the Piggyback Agreement with Shelley's Environmental Systems for Wastewater Residuals Management Services, dated April 22, 2014
 - c. Sunshine State Officials
 - d. Contract Award to Stuart Lyons Roofing Inc.

Motion to approve the Consent Agenda
was made by Vice Mayor Bastian, and
Seconded by Councilman Burnette.
Motion carried unanimously by roll call
vote.

I. REGULAR AGENDA

15. First Reading - Ordinance No 2016-4 - Chapter 50 Establishing Golf Advisory Board

Mayor Green read Ordinance No. 2016-4.

ORDINANCE NO. 2016-4

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, ESTABLISHING GOLF COURSE ADVISORY BOARD; AMENDING CHAPTER 50, CODE OF ORDINANCES, CITY OF PORT ORANGE FLORIDA, ENTITLED "PARKS AND RECREATION"; CREATING DIVISION 2 OF ARTICLE IV OF CHAPTER 50 TO BE ENTITLED "GOLF COURSE ADVISORY BOARD"; CREATING SECTION 50-106 TO PROVIDE FOR ESTABLISHMENT OF GOLF COURSE ADVISORY BOARD; CREATING SECTION 50-107 TO PROVIDE FOR PURPOSE, DUTIES AND FUNCTIONS OF THE BOARD; CREATING SECTION 50-108 TO PROVIDE FOR COMPOSITION AND QUALIFICATIONS OF MEMBERS; CREATING SECTION 50-109 TO PROVIDE FOR APPOINTMENTS AND TERMS; CREATING SECTION 50-110 TO PROVIDE FOR VACANCIES AND REMOVAL OF MEMBERS; CREATING SECTION 50-111 TO PROVIDE FOR ORGANIZATION AND PROCEDURES OF THE BOARD; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2016-4
on first reading was made by Vice
Mayor Bastian, and Seconded by
Councilman Burnette.

Councilman Ford believes a Councilmember serving on the boards is a good idea. He is glad to see this ordinance move forward.

Motion carried unanimously by roll call
vote.

Second reading is scheduled for April 19, 2016.

16. First Reading - Ordinance No. 2016-5 - Amendment to Fire and
Rescue Pension Fund Ordinance - Chapter 54, Article IV of the Code of Ordinances

Mayor Green read Ordinance No. 2016-5.

ORDINANCE NO. 2016-5

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 54, ARTICLE IV, CODE OF ORDINANCES, CITY OF PORT ORANGE, FLORIDA, ENTITLED FIRE AND RESCUE PENSION FUND; AMENDING SECTION 54-84, DISABILITY BENEFITS; AMENDING SECTION 54-100, DEFERRED RETIREMENT OPTION PLAN; AMENDING SECTION 54-105, STABILIZATION FUND; CREATING A NEW SECTION 54-106, SHARE PLAN; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2016-5 on first reading was made by Vice Mayor Bastian, and Seconded by Councilman Burnette. Motion carried unanimously by roll call vote.

Second reading is scheduled for April 19, 2016.

17. General Obligation Bond Refunding Calendar

Tracey Riehm, Finance Director, discussed the refunding of the General Obligation Bond from 2006. She asked Council for direction on moving forward on April 19, 2016. Council agreed and thanked Staff for bringing this forward and providing a lower millage rate for taxpayers.

J. COMMENTS

18. City Attorney Comments

There was nothing further.

19. City Manager Comments

Mr. Johansson advised Council he attended the Kennedy Space Center Environmental Impact Statement brief and found it very informative. He believes Port Orange is in a good place to capitalize on some smaller space businesses. He will continue to watch for opportunities.

K. COUNCIL COMMITTEE REPORTS

20. City Council Committee Reports

a. YMCA – Councilman Stiltner reported on the recent meeting. Laura Kennedy has stepped in for the Port Orange YMCA. Port Orange has raised the most funds.

b. General Employees' Pension Plan – Nothing new to report.

c. River to Sea TPO – Councilman Ford reported on the recent meeting. They are working to reorganize their funding.

d. Fire Pension Plan (Meeting held 2/22/16) – Nothing to report.

ADJOURNMENT: 7:43 p.m.

Mayor Allen Green

Attest:

Robin Fenwick, CMC
City Clerk



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 04/19/2016

Consent item: No

SUBJECT: City Attorney's Report FY-16 Second Quarter

DEPARTMENT: City Attorney

GOAL: N/A

OBJECTIVE: N/A

RECOMMENDED MOTION: Move to approve the City Attorney's report.

SUMMARY:

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	City Attorney's Report	City Attorney Report.pdf
----	------------------------	--------------------------

London, Tracy
Roberts, Margaret
Johansson, M. Jake

Created/Initiated - 04/05/2016
Approved - 04/14/2016
Final Approval - 04/14/2016



CITY OF PORT ORANGE

1000 CITY CENTER CIRCLE
PORT ORANGE, FL 32129-4144
OFFICE OF THE CITY ATTORNEY
TELEPHONE 386-506-5525
FAX 386-506-5530
www.Port-Orange.org

MEMORANDUM

TO: Mayor Allen Green
Vice Mayor Drew Bastian
Council Member Donald Burnette
Council Member Bob Ford
Council Member Scott Stiltner
M. H. Johansson, City Manager

FROM: Margaret T. Roberts, City Attorney 

DATE: April 12, 2016

SUBJECT: City Attorney's Report
January 1, 2016 – March 31, 2016

A summary of case activity is attached. If you have any questions, please contact me.



Case Summary FY16

Office of the City Attorney
City of Port Orange, Florida

<u>Category</u>	<u>1st Quarter</u>	<u>2nd Quarter</u>	<u>3rd Quarter</u>	<u>4th Quarter</u>
Bankruptcy	1	0		
Contracts	49	32		
Foreclosures	2	1		
Forfeitures	7	8		
PD Property Return	0	9		
Prosecutions - City Ordinance Violations	7	8		
Prosecutions - Animal Enforcement Violations	4	8		
Prosecutions - Parking Violations	16	2		
Real Property – Development Review	2	20		
Real Property – Transactional	15	14		
Torts/Claims	7	11		
Other Files	26	29		

Total New Items:

136 142



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 04/19/2016

Consent item: Yes

SUBJECT: Approval of Task Authorization No. 7 to the Master Contract for Engineering Services with Quentin L. Hampton Associates, Inc. for contract and grant administration and Engineer of Record services for White Acres Subdivision Utility Improvements Project Bid B16-07

DEPARTMENT: Public Utilities

GOAL: 1 - Infrastructure Preservation

OBJECTIVE: 2 - Develop infrastructure master plans including drainage, transportation and utilities to provide clear infrastructure needs

RECOMMENDED MOTION: Move to Approve Task Authorization No 7 to the Master Contract for Engineering Services with Quentin L. Hampton Associates, Inc. for contract and grant administration and Engineer of Record services for the White Acres Subdivision Utility Improvements Project Bid 16-07 in an amount not to exceed \$60,292; and to authorize the Mayor and City Clerk to execute all required contract documents.

SUMMARY: The White Acres Subdivision Utility Improvements Project (B-16-07) bids were opened on March 18th, 2016. Hazen Construction, LLC of New Smyrna Beach, Florida is the recommended contractor to be awarded this contract with a companion award agenda item on this same meeting for City Council consideration.

Grant administration services are to be provided to manage the three separate grants funding this project: CDBG, SJRWMD co-funding and FDEP grants. QLHA will work with city staff to submit grant requests and reimbursements. Since QLHA are being recommended to administrate these grants, having them also manage the contract provides for more efficiency of effort. Also, since QLHA was the design and permitting engineer for this project they will be the engineer-of-record during construction. **Project inspection services will be provided by City staff within the Public Utilities Department.**

The engineering proposal for these services is attached to this agenda item (Task Authorization #7) for a not to exceed amount of \$60,292.

The White Acres Utility Improvements Project is in the Public Utilities Capital Improvement Program and funds been previously budgeted for this work effort.

Project No.: UET022 Funding Account No.: 40504005356397

ATTACHMENTS:

1.	QLH Scope of Service	PO276.2 Whie Acres Subdivision Util Improvements 2.10.16.pdf
2.	QLH - Task Authorization No 7	QLH - Task Authorization No 7 - White Acres.pdf

Wiggins, Julia	Created/Initiated - 03/28/2016
Wiggins, Julia	Approved - 03/28/2016
Wilson, Rick	Approved - 03/28/2016
Neff, Andrew	Approved - 03/29/2016
Riehm, Tracey	Approved - 04/08/2016
Roberts, Margaret	Approved - 04/14/2016
Johansson, M. Jake	Final Approval - 04/14/2016

BRAD T. BLAIS, P.E.
DAVID A. KING, P.E.
ANDREW M. GIANNINI, P.E.
KEVIN A. LEE, P.E.

Quentin L. Hampton Associates, Inc.
Consulting Engineers
P.O. DRAWER 290247
PORT ORANGE, FLORIDA 32129-0247

TELEPHONE: (386) 761-6810
FAX: (386) 761-3977
EMAIL: qlha@qlha.com

February 10, 2016

Mr. Andrew Neff, P.E.
Public Utilities Director
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

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

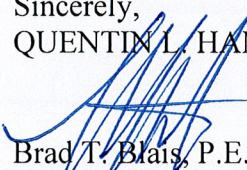
**WHITE ACRES SUBDIVISION UTILITY IMPROVEMENTS
CONSTRUCTION PHASE SERVICES
SCOPE OF SERVICES AND FEE ESTIMATE**

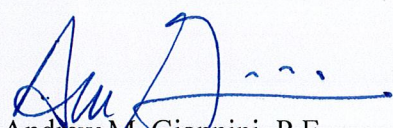
Dear Andy,

We are pleased to present the enclosed scope and fee estimate for the construction phase services on the above referenced project. The attached scope of services describes, in detail, what our firm understands to be required for this project. The project consists of construction of utility improvements in the White Acres Subdivision. The project includes construction of a gravity sewer system and drainage improvements and filling ditches with pipe and swales. The total estimated construction cost is approximately \$2.0M and the project duration is nine (9) months.

The City desires QLH to provide Contract Administration, Grant Administration, and Engineer of Record services. Due to the City obtaining grant funds, compliance with the grant requirement will require additional efforts towards such. QLH's Compliance Specialist will assist the City in order to comply with the grants. It is our understanding that City staff will be performing inspection services.

Sincerely,
QUENTIN L. HAMPTON ASSOCIATES, INC.


Brad T. Blais, P.E.
President


Andrew M. Giannini, P.E.
Project Manager

BTB/AMG:bf

Enclosures: Scope of Services and Fee Estimate

**WHITE ACRES SUBDIVISION UTILITY IMPROVEMENTS
CONSTRUCTION PHASE SERVICES
SCOPE OF SERVICES AND FEE ESTIMATE**

General: This fee estimate and scope of services constitutes a supplemental agreement to the Agreement for Continuing Engineering Consulting Services between the City of Port Orange, Volusia County, Florida, hereinafter called the “**City**”, and Quentin L. Hampton Associates, Inc., a Florida corporation having its office in Port Orange, Florida, hereinafter called “**QLH**”.

Background: The project consists of utility improvements for a 47 acre subdivision which currently has on-site seepage systems and open ditches for stormwater conveyance and no treatment. The improvements include installation of a gravity collector system and filling ditches with pipe and swales above for stormwater treatment.

Purpose of Work: The CITY desires to have QLH provide professional services for the construction phase services which include construction administration, construction observation and inspection services, and state/federal grant compliance.

Description of Services: QLH shall provide the following services:

Task ‘A’ - Construction Contract Administration: QLH will provide the following services during the construction phase:

1. Coordinate execution of contracts
2. Schedule and preside over preconstruction conference
3. Issue Notice to Proceed to Contractor
4. Distribute reviewed shop drawings/material submittals
5. Address Contractor/CITY questions
6. Twice per month site visits
7. Review of monthly Contractor pay requests
8. Review of Contractor as-built drawings
9. Review change orders
10. Prepare final record drawings, utilizing Contractor as-builts and inspector sketches, etc.
11. Determine substantial completion.
12. Provide final inspection
13. Recommend final payment
14. Coordinate execution of final paperwork including submittal of final certifications to permit agencies.

Task 'B' – Engineer of Record Services:

1. Review shop drawings and material certificates.
2. Provide assistance on an as needed basis for significant conflict resolutions.
3. Attend pre-construction and monthly progress meetings.
4. Visit site as needed to address conflicts (assume maximum of 10 visits).
5. Review and answer Contractor's RFI's and change order requests (assumes 10 RFIs and two change order requests).
6. Attend the substantial completion inspection.
7. Prepare final 'Certification of Completion' for FDEP.
8. Prepare construction record drawings incorporating all of the changes made during construction. Furnish City with an electronic copy of record drawings using AutoCAD format, and three (3) sets of prints.

Task 'C' - Grant Compliance Specialist: QLH will provide a Grant Compliance Specialist for monitoring/verification of the Contractor's compliance with construction contract requirements due to grant funding. The Compliance Specialist will be responsible for reviewing, monitoring and evaluating documentation required from the Contractor for construction contract compliance, and maintaining the appropriate files thereof. Typical areas of compliance responsibility include EEO Affirmative Action for the prime contractor and subcontractors, DBE Affirmative Action, Davis-Bacon Payroll, and subcontracts. The Grant Compliance Specialist maintains all related documents and correspondence accurate and up to date; attends all compliance reviews and furnishes the complete project files for review; and assists the Agency Contract Compliance Manager as requested.

Basis of Fee: The proposed fee is based on the following.

Construction Contract Administration	\$27,220
Engineer of Record Services	\$20,740
Grant Compliance Services	\$10,832
Printing and Reimbursables Allowance	\$1,500
Total	\$60,292

All fees to be billed on a lump sum basis except for "allowances" which will be billed at actual cost or hours expended.

If Florida Sales Tax becomes due on professional services, the CITY shall reimburse QLH for the additional sales tax cost.

Prepared by:
QUENTIN L. HAMPTON ASSOCIATES, INC.
-Consulting Engineers-
February 8, 2016

TASK AUTHORIZATION NO. 7

Master Contract for Engineering Services dated March 17, 2015

Between the City of Port Orange, Florida and Quentin L. Hampton Associates, Inc.

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **QUENTIN L. HAMPTON ASSOCIATES, INC.**, a Florida corporation with its principal place of business at 4401 Eastport Parkway, Port Orange, Florida 32177 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Master Contract for Engineering Services dated March 17, 2015, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.
2. In addition to all other terms and conditions contained in the Contract, Contractor shall provide services relating to the Construction Contract Administration, Engineer of Record, and Grant Compliance Services for the White Acres Subdivision Utility Improvements Construction Phase more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization No 7 Exhibit "A."
3. Task Authorization No 7 will expire September 30, 2017.
4. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "A" attached hereto and made a part hereof for all purposes, subject to a limit up to but not to exceed **Sixty Thousand Two Hundred Ninety-two dollars and no cents (\$60,292.00)**. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.
5. This Task Authorization may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Task Authorization shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Task Authorization.

[Remainder of this page intentionally left blank]

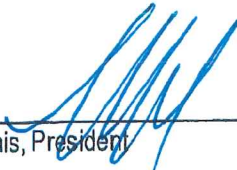
IN WITNESS WHEREOF, the Parties have made and executed this Task Authorization for the purposes herein expressed on the dates set forth below.

Witnesses:

QUENTIN L. HAMPTON ASSOCIATES, INC.


Printed Name: MARCIA TURNER

By:


Brad T. Blais, President

Date:

3/29/14


Printed Name: Bernadette Fox

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Allen Green, Mayor

Printed Name: _____

Date: _____

Witnesses:

ATTEST:

Printed Name: _____

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

Printed Name: _____

Date: _____

[CA ____]

Task Authorization No. 7

Exhibit "A"

Quentin L. Hampton Associates, Inc.

White Acres Utility Improvements

Scope of Services

BRAD T. BLAIS, P.E.
DAVID A. KING, P.E.
ANDREW M. GIANNINI, P.E.
KEVIN A. LEE, P.E.

Quentin L. Hampton Associates, Inc.
Consulting Engineers
P.O. DRAWER 290247
PORT ORANGE, FLORIDA 32129-0247

TELEPHONE: (386) 781-6810
FAX: (386) 781-3977
EMAIL: qlha@qlha.com

February 10, 2016

Mr. Andrew Neff, P.E.
Public Utilities Director
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

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

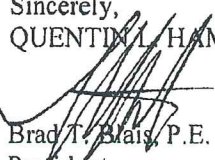
**WHITE ACRES SUBDIVISION UTILITY IMPROVEMENTS
CONSTRUCTION PHASE SERVICES
SCOPE OF SERVICES AND FEE ESTIMATE**

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The City desires QLH to provide Contract Administration, Grant Administration, and Engineer of Record services. Due to the City obtaining grant funds, compliance with the grant requirement will require additional efforts towards such. QLH's Compliance Specialist will assist the City in order to comply with the grants. It is our understanding that City staff will be performing inspection services.

Sincerely,
QUENTIN L. HAMPTON ASSOCIATES, INC.


Brad T. Blais, P.E.
President


Andrew M. Giannini, P.E.
Project Manager

BTB/AMG:bf

Enclosures: Scope of Services and Fee Estimate

**WHITE ACRES SUBDIVISION UTILITY IMPROVEMENTS
CONSTRUCTION PHASE SERVICES
SCOPE OF SERVICES AND FEE ESTIMATE**

General: This fee estimate and scope of services constitutes a supplemental agreement to the Agreement for Continuing Engineering Consulting Services between the City of Port Orange, Volusia County, Florida, hereinafter called the "City", and Quentin L. Hampton Associates, Inc., a Florida corporation having its office in Port Orange, Florida, hereinafter called "QLH".

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1. Coordinate execution of contracts
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4. Distribute reviewed shop drawings/material submittals
5. Address Contractor/CITY questions
6. Twice per month site visits
7. Review of monthly Contractor pay requests
8. Review of Contractor as-built drawings
9. Review change orders
10. Prepare final record drawings, utilizing Contractor as-builts and inspector sketches, etc.
11. Determine substantial completion.
12. Provide final inspection
13. Recommend final payment
14. Coordinate execution of final paperwork including submittal of final certifications to permit agencies.

Task 'B' – Engineer of Record Services:

1. Review shop drawings and material certificates.
2. Provide assistance on an as needed basis for significant conflict resolutions.
3. Attend pre-construction and monthly progress meetings.
4. Visit site as needed to address conflicts (assume maximum of 10 visits).
5. Review and answer Contractor's RFI's and change order requests (assumes 10 RFIs and two change order requests).
6. Attend the substantial completion inspection.
7. Prepare final 'Certification of Completion' for FDEP.
8. Prepare construction record drawings incorporating all of the changes made during construction. Furnish City with an electronic copy of record drawings using AutoCAD format, and three (3) sets of prints.

Task 'C' - Grant Compliance Specialist: QLH will provide a Grant Compliance Specialist for monitoring/verification of the Contractor's compliance with construction contract requirements due to grant funding. The Compliance Specialist will be responsible for reviewing, monitoring and evaluating documentation required from the Contractor for construction contract compliance, and maintaining the appropriate files thereof. Typical areas of compliance responsibility include EEO Affirmative Action for the prime contractor and subcontractors, DBE Affirmative Action, Davis-Bacon Payroll, and subcontracts. The Grant Compliance Specialist maintains all related documents and correspondence accurate and up to date; attends all compliance reviews and furnishes the complete project files for review; and assists the Agency Contract Compliance Manager as requested.

Basis of Fee: The proposed fee is based on the following.

Construction Contract Administration	\$27,220
Engineer of Record Services	\$20,740
Grant Compliance Services	\$10,832
Printing and Reimbursables Allowance	\$1,500
Total	\$60,292

All fees to be billed on a lump sum basis except for "allowances" which will be billed at actual cost or hours expended.

If Florida Sales Tax becomes due on professional services, the CITY shall reimburse QLH for the additional sales tax cost.

Prepared by:
QUENTIN L. HAMPTON ASSOCIATES, INC.
-Consulting Engineers-
February 8, 2016



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 04/19/2016

Consent item: Yes

SUBJECT: Award Bid #16-07 White Acres Subdivision Utility Improvements Project to Hazen Construction, LLC.

DEPARTMENT: Public Utilities

GOAL: 1 - Infrastructure Preservation

OBJECTIVE: 1 - Develop shovel ready projects in preparation for funding opportunities

RECOMMENDED MOTION: Move to approve Bid Award #16-07 for the White Acres Subdivision Utility Improvements Project, in the amount not to exceed \$1,288,882.00 to Hazen Construction, LLC; authorize an unforeseen conditions allowance of \$50,000; and to authorize the Mayor and City Clerk to execute all required contract documents, subject to the City Attorney's approval of the executed contract.

SUMMARY: The White Acres Utility Improvements project was publically advertised on 2/13/2016 with a bid opening on 3/18/2016. Five bids being received (see bid tab attached) with Hazen Construction, LLC was determined to be the lowest responsive bidder.

This project includes wastewater collection system extension, water service line replacements and drainage improvements. The main purpose of this project is to eliminate about 40 existing septic systems within the White Acres project limits. Additional benefits include improving drainage in the immediate area and improving the quality of water entering Spruce Creek and replacing aging water services.

Funding is available through grants from CDBG (\$196,490.00), FDEP (\$750,000.00) and SJRWMD up to (\$638,645.70). SJRWMD funds will reimburse 33% of the project costs while the FDEP and CDBG grants provide the full amount indicated. Should any additional funds be required to cover construction costs in the public right of way, utility funds will make up the balance. This project is funded in the Public Utilities CIP. A \$50,000 unforeseen conditions allowance is requested to manage any changes that arise.

The project duration will be 9 months upon notice to proceed. This contractor has performed numerous successful projects for the City in the past. Staff recommends award of the White Acres Utility Improvements project to Hazen Construction, LLC.

Project No.: UET022

UET022

UET022

UET022

UET022

Funding Account No.: 11019045546397

41218105416397

40304105356397

40504005356397

40504005356397

ATTACHMENTS:

1.	QLH Award Recommendation	PO276 Award Recommendation to Andy Neff 3.21.16.pdf
2.	Hazen Construction Bid	Hazen Construction Bid.pdf

Wiggins, Julia	Created/Initiated - 03/30/2016
Wiggins, Julia	Approved - 03/30/2016
Wilson, Rick	Approved - 03/31/2016
Neff, Andrew	Approved - 04/04/2016
Fye, Diana	Approved - 04/04/2016
Riehm, Tracey	Approved - 04/08/2016
Roberts, Margaret	Approved - 04/13/2016
Johansson, M. Jake	Final Approval - 04/14/2016

BRAD T. BLAIS, P.E.
DAVID A. KING, P.E.
ANDREW M. GIANNINI, P.E.
KEVIN A. LEE, P.E.

Quentin L. Hampton Associates, Inc.
Consulting Engineers
P.O. DRAWER 290247
PORT ORANGE, FLORIDA 32129-0247

TELEPHONE: (386) 761-6810
FAX: (386) 761-3977
EMAIL: qlha@qlha.com

March 21, 2016

Mr. Andrew Neff, P.E.
Director of Public Utilities
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

CITY OF PORT ORANGE
WHITE ACRES SUBDIVISION UTILITY IMPROVEMENTS

AWARD RECOMMENDATION

Dear Mr. Neff,

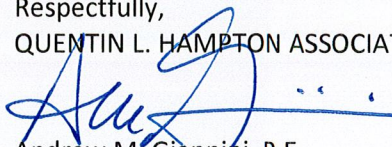
The City received five (5) bids on the above referenced project on March 18, 2016. Hazen Construction, Inc. of New Smyrna Beach submitted the apparent low bid in the amount of \$1,288,882.00 with all the required documentation as required by the RFP. The second bidder was Gregori Construction, Inc. of Sarver, PA, with a bid amount of \$1,394,074.00. Gregori Construction did not include the required Davis-Bacon and Buy America certifications with their bid. The third low bidder was JD Weber Construction of Ormond Beach with a total bid of \$1,614,688.

Hazen Construction is well known to our firm and to the City as they have performed several projects of this nature with satisfaction. We have spoken with their principals and they have stated that they have the manpower and equipment necessary to perform the work within the contract time and per the special requirements in the specifications.

Based on our experience with Hazen and on the review of the bid tabulation performed by the City's Purchasing Department, we recommend the City award the White Acres Utility Improvements to Hazen Construction for the total amount of \$1,288,882.00.

Thank you for this opportunity to continue to be of service. Please contact our office if you have additional questions.

Respectfully,
QUENTIN L. HAMPTON ASSOCIATES, INC.



Andrew M. Giannini, P.E.
Project Manager

AMG:mt

Enclosure: Bid Tabulation by Purchasing Dept

cc: Diana Fye, Purchasing, City of Port Orange
Branford Adumuah, Mike Silvey, Public Works, City of Port Orange

PO276 Award Recommendation

ITB 16-07 White Acres Utility Improvements

Unit Pricing Comparison

				Hazen Construction , LLC		Gregori Construction Inc.		J.D. Weber Construction Co.		Jordan Brothers Construction LLC		Masci Corporation	
ITEM NO	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
A.	PRELIMINARY ITEMS												
1	Mobilization	1	LS	50,000.00	50,000.00	132,000.00	132,000.00	69,000.00	69,000.00	216,975.63	216,975.63	175,400.00	175,400.00
2	Pre-Construction Video	1	LS	6,500.00	6,500.00	1,000.00	1,000.00	2,000.00	2,000.00	2,577.80	2,577.80	850.00	850.00
3	Hand Locate and Expose Existing Utilities	1	LS	10,000.00	10,000.00	12,500.00	12,500.00	45,000.00	45,000.00	5,696.93	5,696.93	31,790.00	31,790.00
4	Erosion Control / NPDES Permit Requirements	1	LS	17,500.00	17,500.00	7,000.00	7,000.00	11,400.00	11,400.00	17,266.07	17,266.07	11,970.00	11,970.00
5	Clearing and Grubbing	1	LS	32,850.00	32,850.00	19,000.00	19,000.00	9,500.00	9,500.00	70,378.97	70,378.97	30,205.00	30,205.00
6	Excavation and Grading	1	LS	75,000.00	75,000.00	129,500.00	129,500.00	147,600.00	147,600.00	54,778.15	54,778.15	133,900.00	133,900.00
	Subtotal				\$191,850.00		\$301,000.00		\$284,500.00		\$367,673.55		\$384,115.00
B.	GRAVITY SEWERS												
1	Manholes- 4' dia. Per City Stds												
	a) 0'-6' Cut	1	EA	3,900.00	3,900.00	3,500.00	3,500.00	4,360.00	4,360.00	3,708.24	3,708.24	4,790.00	4,790.00
	b) 6'-8' Cut	5	EA	4,800.00	24,000.00	4,500.00	22,500.00	4,980.00	24,900.00	4,171.23	20,856.15	5,120.00	25,600.00
	c) 8'- 10' Cut	3	EA	6,100.00	18,300.00	4,900.00	14,700.00	7,020.00	21,060.00	5,148.12	15,444.36	6,490.00	19,470.00
	d) 10'-12' Cut	3	EA	7,100.00	21,300.00	6,500.00	19,500.00	8,550.00	25,650.00	7,306.39	21,919.17	9,930.00	29,790.00
2	Gravity Sewers (8" SDR 26 PVC)												
	a) 0'-6' Cut	300	LF	35.00	10,500.00	23.00	6,900.00	61.80	18,540.00	21.10	6,330.00	67.50	20,250.00
	b) 6'-8' Cut	1,100	LF	40.00	44,000.00	31.00	34,100.00	70.80	77,880.00	24.29	26,719.00	79.80	87,780.00
	c) 8'- 10' Cut	900	LF	50.00	45,000.00	43.00	38,700.00	77.00	69,300.00	29.08	26,172.00	89.57	80,613.00
	d) 10'-12' Cut	300	LF	60.00	18,000.00	49.00	14,700.00	84.00	25,200.00	37.05	11,115.00	105.90	31,770.00
3	Drop Connection	6	VF	500.00	3,000.00	80.00	480.00	450.00	2,700.00	459.13	2,754.78	375.50	2,253.00
4	Sewer Service w/Green Meter Box (SDR 26 PVC)												
	a) 4" (45 shown)	45	EA	625.00	28,125.00	540.00	24,300.00	1,160.00	52,200.00	650.03	29,251.35	1,055.00	47,475.00
	b) 6" (6 shown)	8	EA	885.00	7,080.00	580.00	4,640.00	1,160.00	9,280.00	746.30	5,970.40	1,170.00	9,360.00
	c) 4" VCP repair with 4" PVC and Fernco Adapater (0 shown)	2	EA	20.00	40.00	97.00	194.00	880.00	1,760.00	628.21	1,256.42	537.00	1,074.00
5	Tie-In (to existing manhole)	3	EA	4,500.00	13,500.00	575.00	1,725.00	7,200.00	21,600.00	2,488.86	7,466.58	2,439.00	7,317.00
6	TV Sewer												
	a) 8" Main	2,600	LF	4.00	10,400.00	4.00	10,400.00	3.10	8,060.00	6.59	17,134.00	4.95	12,870.00
	b) 6" Service (0 shown)	2	EA	150.00	300.00	75.00	150.00	50.00	100.00	32.22	64.44	193.00	386.00
	c) 4" Service	45	EA	150.00	6,750.00	75.00	3,375.00	50.00	2,250.00	32.22	1,449.90	193.00	8,685.00
7	Grout Wellpoint Holes/Utilize Sock	1	LS	2,500.00	2,500.00	38,000.00	38,000.00	7,500.00	7,500.00	104,310.50	104,310.50	2,900.00	2,900.00
8	Bulk Concrete	30	CY	150.00	4,500.00	850.00	25,500.00	200.00	6,000.00	515.56	15,466.80	175.00	5,250.00
9	Unsuitable Material Excavation												
	a) Sewer Trench Area	100	CY	30.00	3,000.00	25.00	2,500.00	35.00	3,500.00	38.67	3,867.00	10.00	1,000.00
	b) Roadway Width Area	100	CY	30.00	3,000.00	25.00	2,500.00	25.00	2,500.00	38.67	3,867.00	10.00	1,000.00

ITB 16-07 White Acres Utility Improvements

Unit Pricing Comparison

				Hazen Construction , LLC		Gregori Construction Inc.		J.D. Weber Construction Co.		Jordan Brothers Construction LLC		Masci Corporation	
ITEM NO	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
10	Crushed Rock or Shell Trench Subgrade Material	100	CY	20.00	2,000.00	34.00	3,400.00	75.00	7,500.00	58.00	5,800.00	93.40	9,340.00
11	Rock Excavation	100	CY	40.00	4,000.00	30.00	3,000.00	65.00	6,500.00	64.44	6,444.00	10.00	1,000.00
12	Smoke Testing	1	LS	3,500.00	3,500.00	5,000.00	5,000.00	3,200.00	3,200.00	3,995.58	3,995.58	5,970.00	5,970.00
	Subtotal				\$ 276,695.00		\$ 279,764.00		\$ 401,540.00		\$ 341,362.67		\$ 415,943.00
C.	POTABLE WATER												
1	PVC or Poly Water Main (blue) (DR 18) (w/all joints restrained)												
	a) 6" AWWA C-900	500	LF	22.00	11,000.00	26.00	13,000.00	31.00	15,500.00	31.68	15,840.00	85.90	42,950.00
	b) 2" Poly	600	LF	16.00	9,600.00	21.00	12,600.00	18.00	10,800.00	14.09	8,454.00	49.20	29,520.00
2	DIP Fittings Add or Delete	1	TN	5,260.00	5,260.00	8,700.00	8,700.00	12,000.00	12,000.00	17,302.16	17,302.16	6,500.00	6,500.00
3	Water Services												
	a) Short (Double) 1"	10	EA	600.00	6,000.00	690.00	6,900.00	1,390.00	13,900.00	777.46	7,774.60	890.00	8,900.00
	b) Long (Double) 1"	10	EA	625.00	6,250.00	730.00	7,300.00	1,520.00	15,200.00	818.06	8,180.60	995.00	9,950.00
	c) Short (Single) 1"	15	EA	450.00	6,750.00	630.00	9,450.00	1,250.00	18,750.00	723.33	10,849.95	830.00	12,450.00
	d) Long (Single) 1"	15	EA	500.00	7,500.00	680.00	10,200.00	1,380.00	20,700.00	768.44	11,526.60	995.00	14,925.00
D	DRAINAGE												
1	Construct Drainage Structures / Incidentals												
	a) Type 'D' Inlet	24	EA	3,800.00	91,200.00	1,850.00	44,400.00	2,840.00	68,160.00	3,840.92	92,182.08	3,780.00	90,720.00
	b) Type 'E' Inlet	4	EA	4,200.00	16,800.00	1,850.00	7,400.00	2,930.00	11,720.00	3,824.16	15,296.64	4,352.00	17,408.00
	c) Manhole	3	EA	2,800.00	8,400.00	3,300.00	9,900.00	3,860.00	11,580.00	3,488.19	10,464.57	4,150.00	12,450.00
	d) Concrete Flume	1	EA	2,225.00	2,225.00	1,200.00	1,200.00	750.00	750.00	2,655.13	2,655.13	2,730.00	2,730.00
	e) Concrete Collar	6	EA	2,100.00	12,600.00	700.00	4,200.00	1,200.00	7,200.00	4,289.45	25,736.70	1,130.00	6,780.00
	f) U-type Endwall (15")	3	EA	1,975.00	5,925.00	1,250.00	3,750.00	1,440.00	4,320.00	3,588.29	10,764.87	1,840.00	5,520.00
	g) U-type Endwall (24")	1	EA	2,225.00	2,225.00	1,500.00	1,500.00	2,280.00	2,280.00	3,728.78	3,728.78	2,570.00	2,570.00
	h) Rip-Rap	100	CY	50.00	5,000.00	150.00	15,000.00	440.00	44,000.00	88.37	8,837.00	115.30	11,530.00
2	Construct Drainage Pipe												
	a) 15" RCP	850	LF	39.00	33,150.00	50.00	42,500.00	43.20	36,720.00	43.91	37,323.50	53.90	45,815.00
	b) 18" RCP	750	LF	43.00	32,250.00	56.00	42,000.00	49.40	37,050.00	51.46	38,595.00	59.80	44,850.00
	c) 24" RCP	700	LF	49.00	34,300.00	65.00	45,500.00	64.80	45,360.00	63.54	44,478.00	67.99	47,593.00
	d) 12" x 18" RCP	40	LF	45.00	1,800.00	56.00	2,240.00	60.20	2,408.00	55.27	2,210.80	59.04	2,361.60
	e) 14" x 23" RCP	1,050	LF	48.00	50,400.00	64.00	67,200.00	55.60	58,380.00	62.79	65,929.50	65.04	68,292.00
	f) 19" x 30" RCP	235	LF	62.00	14,570.00	80.00	18,800.00	82.00	19,270.00	95.66	22,480.10	97.20	22,842.00
	Subtotal				363,205.00		373,740.00		456,048.00		460,610.58		506,656.60
E	PAVEMENT AND RESTORATION												
1	Road Base												
	a) 6" Recycled Concrete	7,000	SY	18.00	126,000.00	16.00	112,000.00	23.00	161,000.00	21.65	151,550.00	12.95	90,650.00
	b) 10" Black Base	100	SY	95.00	9,500.00	75.00	7,500.00	68.00	6,800.00	79.51	7,951.00	81.20	8,120.00

ITB 16-07 White Acres Utility Improvements

Unit Pricing Comparison

				Hazen Construction , LLC		Gregori Construction Inc.		J.D. Weber Construction Co.		Jordan Brothers Construction LLC		Masci Corporation	
ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
2	Asphaltic Concrete with tack coat												
	a) 1-1/4" Wearing Surface	6,400	SY	10.00	64,000.00	13.00	83,200.00	15.00	96,000.00	16.57	106,048.00	14.20	90,880.00
3	Concrete Driveways (6" Thick Fiber Reinforced)	1,200	SY	55.00	66,000.00	72.00	86,400.00	35.00	42,000.00	55.42	66,504.00	42.99	51,588.00
4	Furnish & Install Sod												
	a) Bahia	6,000	SY	3.00	18,000.00	6.50	39,000.00	2.20	13,200.00	2.90	17,400.00	2.55	15,300.00
	b) Staked Bahia	500	SY	4.00	2,000.00	8.00	4,000.00	4.00	2,000.00	5.80	2,900.00	3.15	1,575.00
	c) St. Augustine	2,000	SY	4.25	8,500.00	7.50	15,000.00	4.80	9,600.00	5.80	11,600.00	3.65	7,300.00
5	Temporary 4" Thick (RAP) Recycled Asphalt Pavement (where directed by Engineer)	100	SY	30.00	3,000.00	45.00	4,500.00	35.00	3,500.00	32.22	3,222.00	7.25	725.00
6	Shell Roads (8") (where directed by Engineer)	100	SY	30.00	3,000.00	20.00	2,000.00	25.00	2,500.00	20.62	2,062.00	14.35	1,435.00
7	Thermoplastic Striping												
	a) 24" White Stop Bar	80	LF	6.65	532.00	11.00	880.00	12.00	960.00	51.56	4,124.80	18.95	1,516.00
	b) 4" Double Yellow	120	LF	5.00	600.00	7.00	840.00	7.00	840.00	6.44	772.80	14.55	1,746.00
8	Landscaping Allowance	1	LS	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
	Subtotal				311,132.00		365,320.00		348,400.00		384,134.60		280,835.00
F	MISCELLANEOUS												
1	Maintenance of Traffic	1	LS	50,000.00	50,000.00	15,000.00	15,000.00	39,600.00	39,600.00	14,632.86	14,632.86	17,800.00	17,800.00
2	"Record" Drawing Preparation	1	LS	20,000.00	20,000.00	5,000.00	5,000.00	23,200.00	23,200.00	6,444.49	6,444.49	33,490.00	33,490.00
3	Provide sewer "cut-sheets"alignment and cross sections at 50 foot intervals survey by Florida registered surveyor prior to construction	1	LS	25,000.00	25,000.00	3,250.00	3,250.00	10,400.00	10,400.00	21,003.88	21,003.88	5,390.00	5,390.00
4	Utility Relocation Allowance	1	LS	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00
5	Indemnification	1	LS	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
	Subtotal				146,000.00		74,250.00		124,200.00		93,081.23		107,680.00
	TOTAL BASE BID AMOUNT				\$1,288,882.00		\$1,394,074.00		\$1,614,688.00		\$1,646,862.63		\$1,695,229.60
						** Gregori Const Did not submit							
						-Davis Bacon Cert.							
						-Buy American Cert.							

SECTION 00300
PROPOSAL

FOR

WHITE ACRES UTILITY IMPROVEMENTS
BID # 16-07

(To be Completed in Duplicate)

Bidder's Name: Hazen Construction, LLC

Submitted: March 18, 2016

City of Port Orange
Finance Department
1000 City Center Circle
Port Orange, Florida 32129

Gentlemen:

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Proposal, as principal or principals, is or are named herein and that no other persons than herein mentioned has any interest in the Proposal or the Contract to which the work pertains; that this Proposal is made without connection or arrangement with any other person, company, or parties making a bid or proposal and that the Proposal is in all respects fair and made in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and that from personal knowledge and experience, or that he/she has made sufficient test holes and/or other subsurface investigations to fully satisfy self that such site is a correct and suitable one for this work and he/she assumes full responsibility therefore; that he/she is familiar with all legal requirements (Federal, State and local laws, ordinances, rules and regulations) pertaining to the Work; that he/she has examined the Drawings and Specifications for the work and from his/her own experience or from professional advice that the Drawings and Specifications are sufficient for the work to be done and he/she has examined the other Contract Documents and all addenda relating thereto, and that he/she has satisfied himself/herself fully, relative to all matters and conditions with respect to the work to which this Proposal pertains.

The Bidder proposes and agrees, if this Proposal is accepted, to contract with the City of Port Orange, (Owner) in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, transportation, and labor and to perform all work necessary to complete the Work specified in the Proposal and other Contract Documents.

The Bidder further proposes and agrees to comply in all respects with the time limits for commencement and completion of the Work as stated in the Contract Form.

The Bidder further agrees that the deductions for liquidated damages, as stated in the Contract Form, constitute fixed and agreed liquidated damages to reimburse the Owner for additional

costs to the Owner resulting from the Work not being completed within the time limit stated in the Contract Form.

The Bidder further agrees to execute a Contract and furnish satisfactory Performance and Payment Bonds, each in the amount of one-hundred percent of the Contract price, and the required Certificates of Insurance, within ten consecutive calendar days after written notice being given by the Owner of the award of the Contract, and the undersigned agrees that in case of failure on his/her part to execute the said Contract, Performance and Payment Bonds and Insurance Certificates within ten (10) consecutive calendar days after the award of the Contract, the bid guarantee accompanying his/her bid and the money payable thereon shall be paid to the Owner as liquidation of damages sustained by the Owner; otherwise, the bid guarantee shall be returned to the undersigned within fifteen days after the Contract is signed and the Performance and Payment Bonds and Insurance Certificates are filed.

The undersigned agrees to accept as full compensation for completion of the project in full compliance with the Contract Documents, the unit prices for the items named in Section 00310, Schedule of Unit Prices, submitted herein with this Proposal.

The undersigned offers to furnish all materials, equipment and labor for construction of "WHITE ACRES UTILITY IMPROVEMENTS" for the City of Port Orange, Florida, complete in every respect in strict accordance with the drawings, specifications and any future changes therein. The Contractor shall perform these obligations for the prices listed in the "Schedule of Unit Prices: Section 00310" attached and made a part of this Bid. **The estimated bid totals:**

TOTAL BASE BID: One million two hundred eighty eight thousand eight hundred
(In Words) eighty two dollars & 00/100

Dollars \$ 1,288,882.00 (In Figures)

COMPLETION TIME OF CONTRACT

The Contractor agrees that the work shall be started not later than the date indicated in the 'Notice to Proceed' and that the work shall be substantially complete within **240 days** with an additional **30 days** for final completion, including all weekends and holidays.

The Contractor further agrees that for each calendar day, with the exception of Sundays and legal holidays that any work shall remain uncompleted after the stated completion time stipulated above the sum of **\$1,000 (One Thousand Dollars)** per day shall be deducted from monies due the contractor, not as a penalty, but as liquidated damages. If the Contractor is declared in default in accordance with the provisions of the Specifications, liquidated damages shall be charged as provided herein, and such amounts shall be deducted from the final amount payable to the Contractor or his/her Surety. Should the total amount chargeable as liquidated damages exceed the amount due or payable to the Contractor or his/her Surety, then such excess shall be paid to the Owner by the Contractor or his/her Surety.

SUPPLEMENTAL REQUIREMENTS

00300-2

The following documents are attached to and made a condition of this bid:

Proposal: Section 00300 including Acknowledgement of Addenda
Schedule of Unit Prices: Section 00310
Statement of Bidder's Qualifications: 00320
Listing of Subcontractors: Section 00330
Listing of Previous Experience: Section 00331
Bid Bond: Section 00410
Public Entity Crimes Statement: Section 00470
Anti-Collusion Statement: Section 00480
Drug Free/Tie Preference Statement: Section 00485
Trench Safety Affidavit: Section 00490
Certificate as to Corporate Principal: Section 00620
City of Port Orange Insurance Requirements: Section 00800A
Davis Bacon Certification 00800C
Buy American Certification 00800D

REQUIRED DISCLOSURE

At its sole discretion, the City of Port Orange, Florida may reject any bidder the City finds to lack, or whose present or former executive employees, officers, directors, stockholders, partners or owners are found by the City to lack honesty, integrity, or moral responsibility. The discretion of the City may be exercised based on the City's own investigation, public records, or any other reliable sources of information. By submitting a bid, bidder recognizes and accepts that the City may reject the bid based upon the exercise of its sole discretion and bidder waives any claim it might have for damages or other relief resulting from the rejection of its bid based on these grounds.

The City reserves the right to award any or all parts to most responsive qualified bidder in order to construct the improvements in a timely manner.

SCHEDULE OF MAJOR MANUFACTURERS AND SUPPLIERS

The equipment manufacturers/suppliers on this project shall be as delineated in the following schedule. Bidders should note that the Owner and Engineer have made rigorous investigations of equipment performance and features, and as a result, Bidders are to note that the contract price for this project shall be based on Base Bid equipment. The Base Bid equipment for this project falls under one of two categories. The first category is equipment that the Owner and Engineer have determined will be supplied by a sole source of supply, for which no substitutions or alternates will be entertained or allowed. Bidder is advised that offering of any alternatives to the sole source supplied equipment will be grounds for rejection of his bid as not responsive. The second category of equipment includes those items where the Owner and Engineer deem there to be more than one acceptable supplier of the particular item listed. The equipment which falls under these two categories is shown on the subsequent pages of this Schedule of Major Manufacturers and Suppliers. Bidder is advised that the award of this Contract will be based solely on the use of Base Bid equipment.

The following comments relate only to the second category of equipment, where the Contract Documents are based upon the equipment or products available from the suppliers denoted as A, B, C, etc. below. These equipment manufacturers, along with the sole source suppliers constitute the Base Bid.

Provision is made in the Contract Documents for alternate manufacturers and suppliers whose equipment or product may be deemed equivalent in quality (see General Conditions). However, the Bidder must indicate in his Bid which Base Bid supplier he intends to use for each item of equipment listed by circling one of the listed manufacturers/suppliers. If the Bidder fails to indicate which listed manufacturer/supplier he intends to use if an alternate is rejected, he must use the supplier listed as "A". Also, if the Bidder circles more than one listed supplier, he must use the first supplier circled (unless an alternate is approved).

If the Bidder desires to propose one or more alternate manufacturers/suppliers, he may write in the name of such alternates in the spaces provided on the Alternate Manufactures/Suppliers page following the schedule. He must, nevertheless, also circle one of the listed manufacturers/suppliers because Bidders' Bid price must be based upon this Base Bid list. Wherever an alternate supplier is proposed, the Bidder must insert the amount to be deducted from the Contract Price (either lump sum or unit price) if the alternate supplier is eventually approved. If the proposed alternate supplier is determined "not equivalent" by the Engineer, the Bidder must use the circled supplier.

For any alternate supplier accepted by the Owner, the Contract Price will be reduced by the deductive amount stated in the Bid. However, the Contract Price will not be adjusted for any alternate supplier rejected.

Each proposed alternate will be evaluated in accordance with the General Conditions. The deductive amount specified for alternate manufacturers/suppliers will not be used in determining the successful Bidder. Alternates will be considered only after award of the contract.

The Contractor shall reimburse the Owner for any costs directly attributable to the change in suppliers, such as additional field trips for the Engineer, additional redesign costs, additional review and inspection costs, etc.

The Owner may request and the Bidder shall supply complete information on proposed alternates prior to the Notice of Award.

SCHEDULE OF MAJOR MANUFACTURERS
AND SUPPLIERS

Category I - Sole Source Equipment Items: NONE

Category II - Major Equipment Items: NONE

ACKNOWLEDGMENT OF ADDENDA

Addenda will be issued via email and it is the Bidder's responsibility to confirm that all addenda have been received prior to submitting a bid for the project. Acknowledgment is hereby made of the following Addenda received since issuance of Drawings and Specifications:

Addendum No. 1 Dated: 2-16-16
Addendum No. 2 Dated: 3-1-16
Addendum No. 3 Dated: 3-11-16

Addendum No. _____ Dated: _____
Addendum No. _____ Dated: _____
Addendum No. _____ Dated: _____

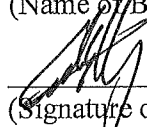
Attached hereto is a cashier's check on the _____ Bank of

_____ or Bid Bond for the sum of

FIVE Percent of amount bid Dollars (_____),

made payable to City of Port Orange (Owner).

Hazen Construction, LLC
(Name of Bidder) (Affix Seal)


(Signature of Officer)

Chad S Hazen, President
(Title of Officer)

Hazen Construction, LLC
Name of Bidder

1599 Tonia Road
Address

New Smyrna Bch, FL 32168
City/State/Zip

386-322-8700
Telephone

CGC061991 and CUC1223713
Contractor's Florida License Number

The full names and residences of persons and firms interested in the foregoing bid, as principals, are as follows:

Chad S Hazen 6689 Merryvale Lane Port Orange, FL 32128

Marc Hazen 438 Champagne Circle Port Orange, FL 32127

END OF SECTION

SECTION 00310

SCHEDULE OF UNIT PRICES
WHITE ACRES UTILITY IMPROVEMENTS

BID NO. 16-07

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL PRICE
A.	PRELIMINARY ITEMS				
1	Mobilization	1	LS	50,000.00	50,000.00
2	Pre-Construction Video	1	LS	6,500.00	6,500.00
3	Hand Locate and Expose Existing Utilities	1	LS	10,000.00	10,000.00
4	Erosion Control / NPDES Permit Requirements	1	LS	17,500.00	17,500.00
5	Clearing and Grubbing	1	LS	32,850.00	32,850.00
6	Excavation and Grading	1	LS	75,000.00	75,000.00
	<i>Subtotal</i>				191,850.00
B.	GRAVITY SEWERS				
1	Manholes- 4' dia. Per City Stds				
	a) 0'-6' Cut	1	EA	3,900.00	3,900.00
	b) 6'-8' Cut	5	EA	4,800.00	24,000.00
	c) 8'- 10' Cut	3	EA	6,100.00	18,300.00
	d) 10'-12' Cut	3	EA	7,100.00	21,300.00
2	Gravity Sewers (8" SDR 26 PVC)				
	a) 0'-6' Cut	300	LF	35.00	10,500.00
	b) 6'-8' Cut	1,100	LF	40.00	44,000.00
	c) 8'- 10' Cut	900	LF	50.00	45,000.00
	d) 10'-12' Cut	300	LF	60.00	18,000.00
3	Drop Connection	6	VF	500.00	3,000.00
4	Sewer Service w/Green Meter Box (SDR 26 PVC)				
	a) 4" (45 shown)	45	EA	625.00	28,125.00
	b) 6" (6 shown)	8	EA	885.00	7,080.00
	c) 4" VCP repair with 4" PVC and Fernco Adapter (0 shown)	2	EA	20.00	40.00
5	Tie-In (to existing manhole)	3	EA	4,500.00	13,500.00
6	TV Sewer				
	a) 8" Main	2,600	LF	4.00	10,400.00
	b) 6" Service (0 shown)	2	EA	150.00	300.00
	c) 4" Service	45	EA	150.00	6,750.00
7	Grout Wellpoint Holes/Utilize Sock	1	LS	2,500.00	2,500.00
8	Bulk Concrete	30	CY	150.00	4,500.00
9	Unsuitable Material Excavation				
	a) Sewer Trench Area	100	CY	30.00	3,000.00
	b) Roadway Width Area	100	CY	30.00	3,000.00
10	Crushed Rock or Shell Trench Subgrade Material	100	CY	20.00	2,000.00
11	Rock Excavation	100	CY	40.00	4,000.00
12	Smoke Testing	1	LS	3,500.00	3,500.00
	<i>Subtotal</i>				276,695.00

SECTION 00310

SCHEDULE OF UNIT PRICES
WHITE ACRES UTILITY IMPROVEMENTS

BID NO. 16-07

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL PRICE
C.	POTABLE WATER				
1	PVC or Poly Water Main (blue) (DR 18) (w/all joints restrained)				
	a) 6" AWWA C-900	500	LF	22.00	11,000.00
	b) 2" Poly	600	LF	16.00	9,600.00
2	DIP Fittings Add or Delete	1	TN	5,260.00	5,260.00
3	Water Services				
	a) Short (Double) 1"	10	EA	600.00	6,000.00
	b) Long (Double) 1"	10	EA	625.00	6,250.00
	c) Short (Single) 1"	15	EA	450.00	6,750.00
	d) Long (Single) 1"	15	EA	500.00	7,500.00
D	DRAINAGE				
1	Construct Drainage Structures / Incidentals				
	a) Type 'D' Inlet	24	EA	3,800.00	91,200.00
	b) Type 'E' Inlet	4	EA	4,200.00	16,800.00
	c) Manhole	3	EA	2,800.00	8,400.00
	d) Concrete Flume	1	EA	2,225.00	2,225.00
	e) Concrete Collar	6	EA	2,100.00	12,600.00
	f) U-type Endwall (15")	3	EA	1,975.00	5,925.00
	g) U-type Endwall (24")	1	EA	2,225.00	2,225.00
	h) Rip-Rap	100	CY	50.00	5,000.00
2	Construct Drainage Pipe				
	a) 15" RCP	850	LF	39.00	33,150.00
	b) 18" RCP	750	LF	43.00	32,250.00
	c) 24" RCP	700	LF	49.00	34,300.00
	d) 12" x 18" RCP	40	LF	45.00	1,800.00
	e) 14" x 23" RCP	1,050	LF	48.00	50,400.00
	f) 19" x 30" RCP	235	LF	62.00	14,570.00
	<i>Subtotal</i>				310,845.00
E	PAVEMENT AND RESTORATION				
1	Road Base				
	a) 6" Recycled Concrete	7,000	SY	18.00	126,000.00
	b) 10" Black Base	100	SY	95.00	9,500.00
2	Asphaltic Concrete with tack coat				
	a) 1-1/4" Wearing Surface	6,400	SY	10.00	64,000.00
3	Concrete Driveways (6" Thick Fiber Reinforced)	1,200	SY	55.00	66,000.00
4	Furnish & Install Sod				
	a) Bahia	6,000	SY	3.00	18,000.00
	b) Staked Bahia	500	SY	4.00	2,000.00
	c) St. Augustine	2,000	SY	4.25	8,500.00

SECTION 00310

SCHEDULE OF UNIT PRICES
WHITE ACRES UTILITY IMPROVEMENTS

BID NO. 16-07

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL PRICE
5	Temporary 4" Thick (RAP) Recycled Asphalt Pavement (where directed by Engineer)	100	SY	30.00	3,000.00
6	Shell Roads (8") (where directed by Engineer)	100	SY	30.00	3,000.00
7	Thermoplastic Striping				
	a) 24" White Stop Bar	80	LF	6.65	532.00
	b) 4" Double Yellow	120	LF	5.00	600.00
8	Landscaping Allowance	1	LS	\$10,000.00	\$10,000.00
	<i>Subtotal</i>				311,132.00
<i>F</i>	<i>MISCELLANEOUS</i>				
1	Maintenance of Traffic	1	LS	50,000.00	50,000.00
2	"Record" Drawing Preparation	1	LS	20,000.00	20,000.00
3	Provide sewer "cut-sheets" alignment and cross sections at 50 foot intervals survey by Florida registered surveyor prior to construction	1	LS	25,000.00	25,000.00
4	Utility Relocation Allowance	1	LS	\$50,000.00	\$50,000.00
5	Indemnification	1	LS	\$1,000.00	\$1,000.00
	<i>Subtotal</i>				146,000.00
	<i>TOTAL BASE BID AMOUNT</i>				1,288,882.00

Submitted by:

Contractor: Hazen Construction, LLCAddress: 1599 Tonia Road New Smyrna Bch, FL 32168Telephone: 386-322-8700 Fax: 386-756-0000

State of Florida General Contractor or Building Contractor (Required Information)

Licensee: Chad S Hazen License No: CGC 061991

SECTION 00320

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The bidder may submit any additional information he desires.

- A. Name of bidder. * SEE Attached *
- B. Permanent main office address.
- C. When organized.
- D. If a corporation, where incorporated.
- E. How many years have you been engaged in the contracting business under your present firm or trade name?
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
- G. General character of work performed by your company.
- H.⁽¹⁾ Have you ever failed to complete any work awarded to you? If so, where and why?
- H.⁽²⁾ Provide list of any lawsuits or judgments filed by or against your company in the last three years, indicating the nature and outcome.
- I. Have you ever defaulted on a contract? If so, where and why?
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.
- K. List your major equipment _____.
- L. Experience in construction work similar in type to this project.
- M. Background and experience of the principal members of your organization, including the officers.
- N. Credit available: \$ _____.
- O. Give bank reference: _____.
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?

Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated at New Smyrna Beach this 18 day of March, 2016.

Hazen Construction, LLC
Name of Bidder

By: [Signature]
Chad S Hazen Title President

State of Florida

County of Volusia

Chad S Hazen being duly sworn deposes and says that
he is the President of Hazen Construction, LLC and that
the answers to the City of Port Orange foregoing questions
Name of Organization

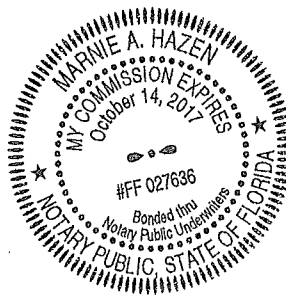
and all statements therein contained are true and correct.

Subscribed and sworn to before me this 18 day of March, 2016.

[Signature]
Notary Public

Marnie A Hazen
Notary Public (Print or Type)

My commission expires: _____



HAZEN CONSTRUCTION, LLC

UNDERGROUND UTILITIES

- A. Hazen Construction, LLC
- B. 1599 Tionia Road, New Smyrna Beach, FL 32168
- C. November 2001
- D. State of Florida
- E. 15 years
- | | | |
|-----------------------|-----------|---------------|
| F. S. Williamson Blvd | 1,900,000 | November 2016 |
| Bethune Cookman | 950,000 | May 2016 |
| VA Cemetery | 3,100,000 | July 2016 |
| Lift Station 9 | 800,000 | August 2016 |
| Tomoka Town Center | 3,800,000 | August 2016 |
| Brown's Landing | 2,100,000 | October 2016 |
- G. Complete Site Work
- H. (1) No (2) NA
- I. No
- | | | |
|---------------------------|-----------|-------|
| J. Lift Station 10 Part C | 3,200,000 | 12/15 |
| SR600 | 2,200,000 | 10/15 |
| Park Place | 1,300,000 | 10/15 |
| DIS-Midway | 450,000 | 01/16 |
| Hidden Lakes | 1,300,000 | 03/16 |
- K. Volvo loaders: L60, L70 & L90's / excavators 210, 240 & 360, Komatsu 250 and 320 loader, 220 excavators, CAT dozer, 360 excavators, 3 Ingersoll Rollers, 277 loaders
- L. See Section 00331 for Previous Experience
- M. Marc Hazen 30 yrs, Steve Hazen 43 yrs, Chad Hazen 24 yrs, Keith Morgan 32 yrs
- N. 500,000
- O. Reunion Bank of Florida
- P. Yes

SECTION 00330
LISTING OF SUBCONTRACTORS

The Bidder proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. All subcontractors whose work product accounts for 5% or more of the total contract value shall be listed. Upon approval of subcontractors listed the successful bidder shall not substitute subcontractors without approval from the Engineer. Bidder shall attach additional sheets as necessary.

SUBCONTRACTOR	COMPANY NAME	REFERENCES
Survey	Oceanside Land Surveying	1) City of Daytona Bch 2) City of New Smyrna Bch 3) City of Ormond Bch
Maintenance of Traffic	Better Barricades	1) City of Daytona Bch 2) City of Ormond Bch 3) City of Port Orange
Concrete	Greco's Concrete	1) City of Ormond Bch 2) City of Daytona Bch 3) City of New Smyrna Bch
		1) 2) 3)
		1) 2) 3)
		1) 2) 3)

END OF SECTION

SECTION 00331
LISTING OF PREVIOUS EXPERIENCE

The bidder proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. A minimum of three (3) projects must be listed below. The Owner reserves the right to check references and confirm information provided herein.

NO.	PROJECT	OWNER	DESCRIPTION/COST	REFERENCE	DATE WORK STARTED & FINISHED MM/YR TO MM/YR
1	Bulldog Drive	City of Palm Coast	New storm drainage and utilities down existing roadway \$ 1,400,000	Steve Flanagan 386-986-2354	10/14 - 9/15
2	Hand Ave	City of Ormond Beach	New storm drainage and utilities down existing roadway \$ 3,800,000	John Noble 386-676-3307	8/12 - 1/14
3	Saxon Ave	Volusia County	New storm drainage and utilities in existing roadway intersection \$ 675,000	Wayne Jackson 386-561-8655	4/15 - 11/15

END OF SECTION

**SECTION 00410
BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, Hazen Construction, LLC as Principal and
Western Surety Company of the City of Chicago State of Illinois, a corporation
existing under the laws of the State of Florida, as Surety, are held and firmly bound unto the City of Port Orange
hereinafter called the Owner, in the sum of FIVE Percent of amount bid
Dollars (\$5% amount bid) lawful money of the United States of America, for the payment of
which sum well and truly to be made, we bind ourselves our heirs, executors, administrators and
successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that whereas the Principal has submitted the accompanying
Proposal or Bid, for the construction of:

**WHITE ACRES UTILITY IMPROVEMENTS
BID NO. 16-07**

NOW, THEREFORE, if the Principal shall not withdraw said Bid within ninety (90) days after the
opening of the same and in the event of the acceptance of his proposal by the Owner, shall, within
the period specified therefore, enter into a written contract with the Owner in accordance with the
Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for
the faithful performance and proper fulfillment of such contract, or in the event of the withdrawal
of said Bid within the period specified, of the failure to enter into such contract and give bonds
within the time specified, if the Principal shall pay the Owner the difference between the amount
specified in said Bid and the amount for which the Owner may procure the required work, if the
latter amount be in excess of the former, then the above obligation shall be void and of no effect,
otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this 18th day of March, 2016, the name and corporate seal of each corporate body being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

IN PRESENCE OF:

(Seal)

(Seal)

(Seal)

Individual or Partner

Witness

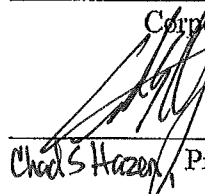
ATTEST:



Address

Hazen Construction, LLC

Corporate Principal


Chad S. Hazen

President

AFFIX

CORPORATE SEAL

1599 Ticonia Road

New Smyrna Bch, FL 32168

Address

By

AFFIX

CORPORATE SEAL

Western Surety Company

Corporate Surety

ATTEST:




Title

END OF SECTION Benjamin H French, Attorney-in-Fact & FL Licensed Resident Agent

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

L. Dale Waldorff, Benjamin H French, Pamela L. Jarman, Paul A Locascio, K. Wayne Walker, Rebekah G Wolf, Clyde D Hare, Individually

Of Fort Walton Beach, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 29th day of December, 2015.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 29th day of December, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 18th day of March, 2016



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

**SECTION 00470
PUBLIC ENTITY CRIME STATEMENT**

STATE OF FLORIDA §
COUNTY OF VOLUSIA §

Before me, the undersigned authority, personally appeared affiant Chad S Hazen, who being first duly sworn, deposes and says:

1. That the undersigned firm is furnishing this Public Entity Crime Statement pursuant to Section 287.133 of the Florida Statutes for the undersigned firm to receive a contract with the City of Port Orange, a public entity, for goods or services.

2. The firm acknowledges that "a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

3. The firm warrants that none of its employees or affiliates are on the convicted vendor list kept and published by the State Department of Management Services.

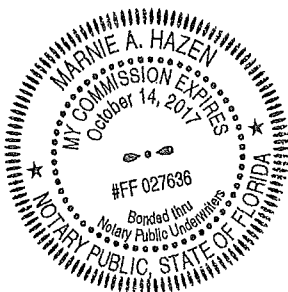
FURTHER AFFIANT SAYETH NAUGHT

Name of Firm: Hazen Construction, LLC

By: [Signature]
Name and Title Chad S Hazen, President

Date: March 18, 2016

The foregoing instrument was acknowledged before me this 18 day of March, 2016 by Chad S Hazen, as President of Hazen Construction and who: ☒ is personally known to me; or ☐ has produced _____ as identification.



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

END OF SECTION

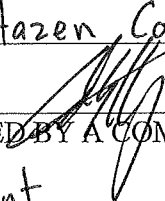
SECTION 00480
ANTI-COLLUSION STATEMENT

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

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

IT IS AGREED BY THE UNDERSIGNED BIDDER THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE BIDDER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FORGOING SPECIFICATIONS, PROPOSED CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN EACH OF THE GOVERNMENTAL PARTIES.

NAME OF FIRM: Hazen Construction, LLC

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

TITLE: President

ADDRESS: 1599 Tionca Road

CITY AND STATE: New Smyrna Beach, FL 32168

TELEPHONE: 386-322-8700

COMPLETION TIME: 270 Days

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

NO BID (REASON) _____

**SECTION 00485
DRUG FREE PREFERENCE STATEMENT**

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

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

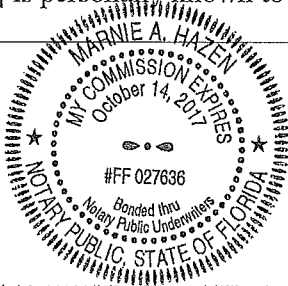
1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about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

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

FIRM: Hazen Construction, LLC

Name and Title: Chad S Hazen, President

The foregoing instrument was acknowledged before me this 18 day of March, 2016, by Chad S Hazen, as President of Hazen Construction and who:
☒ is personally known to me; or ☐ has produced _____ as identification.



Marnie Hazen
Notary Public, State of Florida at Large

Printed Name, Commission Seal and Term Expiration Date

00485-1

**SECTION 00490
TRENCH SAFETY AFFIDAVIT**

Trench excavations on this Project are expected to be in excess of 5 feet deep. The Occupational Safety and Health Administration excavation safety standards, 29 CFR 1926.650 Subpart P trench safety standards will be in effect during the period of construction of the Project.

Bidder acknowledges that included in the Bid Price are costs for complying with the Florida Trench Safety Act (90-096, Laws of FL) effective October 1, 1990, and hereby gives assurance that, if awarded the Contract, the Contractor or Subcontractor performing trench excavation work on the Project will comply with the applicable trench safety standards. The Bidder further identifies the costs as follows:

<u>Trench Safety Item (Description)</u>	<u>Cost</u>
<u>Trench excavation</u>	<u>5,000.00</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

Five thousand dollars and zero cents

(Cost in Words)

TOTAL \$ 5,000.00

FAILURE TO COMPLETE THE ABOVE SHALL RESULT IN THE BID BEING DECLARED NON-RESPONSIVE

COMPANY NAME: Hazen Construction, LLC

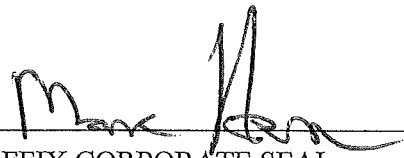
DATE: March 18, 2016

BY: Chad S. Hazen, President

(Additional sheets shall be attached, as needed, and items shall be organized to correspond with the bid format)

SECTION 00620
CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Marc Hazen, certify that I am the corporate secretary of the corporation named as Principal in the within Bid Bond; that Chad S Hazen who signed the said Bid Bond on behalf of the Principal was then President of said corporation; that I know his signature, and his signature thereto is genuine; and that said Bid Bond was duly signed, sealed and attested for in behalf of said corporation by authority of its governing body.



AFFIX CORPORATE SEAL

END OF SECTION

SECTION 00800-A

CONTRACTORS STANDARD INSURANCE REQUIREMENTS AND INDEMNIFICATION CLAUSE

I. INSURANCE

- A. Prior to commencing work, the Contractor shall provide at his own cost and expense insurance to the City of PORT ORANGE as required below. The insurance companies must be licensed in the State of Florida and be rated by A.M. Best as A: Class X or better. The required insurance shall be evidenced by certificates and/or policies as determined by the City. All policies and certificates of insurance shall be approved by the City prior to inception of any work.
- B. It is required that each Certificate of Insurance and/or policy must give 30 days prior written notice of cancellation, non-renewal or adverse change to the City of PORT ORANGE Finance Department by registered mail, return receipt requested. All such notices shall name the Contractor and identify the contract number.
- C. The "City of PORT ORANGE," wherever used, shall be defined to include the City itself, elected officials, officers, employees, volunteers, representatives, agents and any affiliates.
- D. The "Contractor," wherever used, shall be defined to include the Contractor, any subsidiaries or affiliates, officers, employees, volunteers, representatives, agents, contractors and subcontractors.
- E. If at any time any of the required policies shall be or shall become unsatisfactory to the City as to form or substance, or if the insurance company becomes unsatisfactory to the City, the Contractor shall, upon written notice to that effect from the City, promptly obtain a new policy, submit the policy to the City for approval, and submit the Certificate of Insurance, as previously required.

If at any time the Contractor shall fail to furnish and/or maintain the required insurance, this contract may be declared suspended, discontinued or terminated, at the discretion of the City. Failure of the Contractor to take out and/or maintain any of the required insurances shall not relieve the Contractor from any liability under the contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of the Contractor concerning indemnification.

- F. The Contractor is required to provide new Certificates of Insurance to the City at least 20 days prior to the coverage renewal dates. If any of the insurance requirements are not complied with at their renewal dates, the City may at their option, (1) withhold payments to the Contractor until those requirements have been met or, (2) pay the renewal premium and withhold such payments from any monies due the Contractor.
- G. In the event of any claims having been filed due to any operation under this contract that are in excess of the insured amounts, the excess amount of such claim, or any portion thereof, may be withheld from payments due the Contractor until such time as the Contractor shall furnish such additional security covering such claims as may be determined by the City of PORT ORANGE

- H. The Contractor shall provide the following insurance on forms no more restrictive than the latest edition of those filed by the Insurance Services Office, and name the "City of PORT ORANGE" (as defined in "C" above) as an Insured to the extent of the City's interests.

II. LIABILITY INSURANCE

- A. WORKERS' COMPENSATION - STATUTORY - in compliance with the Workers' Compensation law of the State of Florida including employers liability coverage of at least \$100,000. If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen and Harbor Workers Acts and Jones Act.

- B. COMMERCIAL GENERAL LIABILITY - with minimum limits of:

\$1,000,000	General Aggregate
\$1,000,000	Products - Completed Operations Aggregate
\$1,000,000	Personal and Advertisement Injury
\$1,000,000	Each Occurrence
\$ 100,000	Fire Damage

- C. BUSINESS AUTOMOBILE LIABILITY - with minimum limits of \$1,000,000 per occurrence combined single limit. This insurance shall include for bodily injury and property damages the following coverage's:

- (1) Owned Automobiles
- (2) Hired Automobiles
- (3) Non-owned Automobiles
- (4) Employee Non-ownership

NOTE! The required limits of liability for the above policies may include umbrella insurance with the umbrella policy making up the difference between the policy limits of the underlying policies and the total amount of coverage required. Such Umbrella Liability insurance shall be a "follow form" and be at least as broad as the underlying policies.

III. PROPERTY INSURANCE

When this contract includes construction of and/or additions to above-ground buildings or structures, Builder's Risk and/or Installation Floater policies must be provided as follows:

- A. BUILDER'S RISK - "All risk" form in the amount of 100% of the completed value of such addition, building or structure to include personal property of others in the care, custody or control of the Contractor, and shall include a flat-premium endorsement.

- (1) Maximum Deductible - \$5,000 each claim

- (2) Certified Copy of the policy must be provided to the City prior to the commencement of work.
 - (3) Waiver of Occupancy Clause or Warranty - to provide that the Builder's Risk coverage will continue to apply until final acceptance by the City of the building or addition, regardless of any prior occupancy.
 - (4) Flood Insurance must be provided when buildings or structures are located within an identified special flood hazard area. The Flood Insurance must protect the interest of the City and be in the amount of the total insurable value of such building or structure, or the maximum amount of flood insurance coverage available under the National Flood program, whichever is the lesser.
 - (5) For additions or repairs of existing buildings or structures, the "Builder's Risk Completed Form" covering the Contractor's interest in improvements, repairs, additions, or alterations to completed buildings, shall be included.
 - (6) Bridges, Viaducts or similar structures - the "Bridge Builders Risk Form" - "All risk" contract with the flat-premium endorsement should be utilized.
- B. **INSTALLATION FLOATER** - when the contract is for the installation of machinery and/or equipment into an existing structure, but does not contemplate construction of or addition to the structure itself.
- (1) "All Risk" coverage to include transit and installation.
 - (2) Amount of Insurance - 100% of installed replacement cost value
 - (3) Maximum Deductible - \$5,000 each claim.
 - (4) Cessation of Insurance - Coverage is to continue in force until final acceptance by the City.
 - (5) Certified Copy of the policy must be provided to the City prior to commencement of work.
 - (6) Flood Insurance - must be provided when machinery or equipment are located within an identified special flood hazard area. The Flood Insurance must protect the interest of the city and be in the amount of the total insurable value of such machinery or equipment.

IV. **CERTIFICATE OF INSURANCE CLAUSES**

All policies and Certificates of Insurance of the Contractor shall contain the following clauses and agreements:

- A. Insurers shall have no right of recovery or subrogation against the City of PORT ORANGE (as defined in "C" above), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above described insurance.
- B. The clause "other insurance" in a policy in which the City of PORT ORANGE is named as an Insured shall not apply to the City of PORT ORANGE.

- C. The insurance companies issuing the policies shall have no recourse against the City of PORT ORANGE (as defined in "C" above) for payment of any premiums or for assessments under any policy for insurance.
- D. The contractor's insurer shall be requested to include a breach of warranty clause to prevent nullification of insurance because the Contractor breaches a condition of the policy.
- E. Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of the Contractor.
- F. Any loss payable under the Property Insurance, if any, is to be adjusted with and made payable to the City of PORT ORANGE, as their interest may appear.

V. CITY INDEMNIFICATION

The following Indemnification Agreement shall be a provision of this contract and also shall be endorsed onto or attached to the insurance policy and Certificate of Insurance:

"The Contractor agrees to protect, defend and pay on behalf of, and hold the City of PORT ORANGE and its elected officials, officers, employees, volunteers, representatives, agents and affiliates free and harmless from and against all claims for personal or bodily injury or death, or property damage or destruction of tangible property including loss of use thereof, losses, penalties, damages, settlements, costs, charges, professional fees or other expenses of every kind and character in connection with and arising directly or indirectly out of this agreement and/or performance thereof, unless such claims are a result of the City of PORT ORANGE's sole negligence. This indemnification clause includes claims made by the employees and subcontractors of the Contractor against the Owner and the Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. Nothing contained herein shall be construed as a waiver of any immunity from or a limitation of liability the City may have under the doctrine of sovereign immunity or Chapter 768.28, Fla. Stat. This indemnification provision shall survive the completion of the project and shall be in full force and effect beyond the completion of the project or the termination of this contract.

VI. ENGINEER INDEMNIFICATION

"The Contractor agrees to protect, defend and pay on behalf of, and hold the ENGINEER and its officers, employees, and affiliates free and harmless from and against all claims for personal or bodily injury or death, or property damage or destruction of tangible property including loss of use thereof, losses, penalties, damages, settlements, costs, charges, professional fees or other expenses of every kind and character in connection with and arising directly or indirectly out of this agreement and/or performance thereof, unless such claims are a result of the ENGINEER'S sole negligence. This indemnification clause includes claims made by the employees and subcontractors of the Contractor against the ENGINEER. This indemnification provision shall survive the completion of the project and shall be in full force and effect beyond the completion of the project or the termination of this contract.

The Contractor shall be responsible for such requirements through the date of final acceptance of the project by the City. With regard to the Contractor's indemnification obligation for products and completed operations, the Contractor shall be responsible for a minimum period of at least one year subsequent to the City's acceptance of the product or completed operation."

- VII.** The following Insurance Requirement Checklist shall be adhered to in its entirety. The coverage limits and language as indicated on the following checklist shall be reflected on the Contractor's Certificate of Insurance.
- VIII.** A Wavier of Subrogation shall be provided to the City.
- IX.** The Contractor' insurance carrier shall submit a letter showing authorization that the company is registered by the State of Florida Department of Insurance

Revised September 2005

**CITY OF PORT ORANGE, FLORIDA
INSURANCE REQUIREMENTS CHECKLIST
CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA**

Items marked "X" must be provided

- X General Liability
- | | Minimum Limits Required | |
|---------------------------------------|-------------------------|-----------------------------------|
| <u>X</u> Commercial General Liability | \$ <u>1,000,000</u> | General Aggregate |
| <u>X</u> Occurrence Form | \$ <u>1,000,000</u> | Product/Completed Operations Agg. |
| _____ | \$ <u>1,000,000</u> | Personal & Advertising Injury |
| _____ | \$ <u>1,000,000</u> | Each Occurrence |
| _____ | \$ <u>100,000</u> | Fire Damage |
- X Automobile Liability
- Owned, Hired & Non-Owned \$ 1,000,000 Combined Single Limit per Occurrence
- X Worker's Compensation and Employer's Liability
- Statutory
- \$ 100,000 Each Accident
- \$ 500,000 Disease - Policy Limit
- \$ 100,000 Disease - Each Employee
- _____ Professional Liability - Errors & Omissions (*To be completed by Bidder)
- * Deductible: \$ _____ \$ _____ Aggregate
- * Claims Made (Y/N): _____ \$ _____ Each Claim
- * Occurrence (Y/N): _____
- * Defense included in Limits (Y/N): _____
- X Builder's Risk/Installation Floater (*To be completed by Bidder)
- * Flood included \$ _____ Limit \$ _____ 100% of Completed or Installed Value,
All-Risk Form
- * Transportation included \$ _____ Limit
- * Storage included \$ _____ Limit
- City must be a named insured. Copy of policy will be required.
- _____ Other
- _____ \$ _____
- _____ \$ _____
- X The Certificate of Insurance must show "The City of PORT ORANGE, elected officials and employees" and the adjacent property owners as an additional insured.
- X Certificates must give to the City of PORT ORANGE 30 days' prior written notice of cancellation, non-renewal, or adverse change.
- X Certificates must identify bid number and bid title.
- X A Waiver of Subrogation shall be provided to the City

Statement of Bidder:

We understand the requirements requested and agree to comply fully.

Bidder - Authorized Signature

A complete copy of this form with original signature must accompany bid.

Chad S Hazen, President

DAVIS BACON CERTIFICATION

Section 1606 of the American Recovery and Reinvestment Act states that:

"Notwithstanding any other provision of law and in a manner consistent with other provisions in this Act, all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to this Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat. 1267; 5 U.S.C. App.) and section 3145 of title 40, United States Code."

To meet this requirement, the undersigned hereby certifies that the attached Davis Bacon wage rate provisions are met. These conditions require the submission of certified payrolls documenting that the weekly payrolls meet the prevailing wage rate requirements.

Hazen Construction, LLC

Name of Contractor

March 18, 2016

Date



Signature of Authorized Official

Chad S Hazen, President

Title

BUY AMERICAN CERTIFICATION

The Contractor acknowledges to and for the benefit of the (OWNER) and the State of Florida (the "State") that it understands the goods and services under this Agreement are being funded with monies made available by the federal American Recovery and Reinvestment Act of 2009 (ARRA) (or are being made available for a project being funded with monies made available by the federal ARRA) and such law contains provisions commonly known as "Buy American" that requires all of the iron, steel, and manufactured goods used in the project be produced in the United States ("Buy American Requirements") including iron, steel, and manufactured goods provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the Buy American Requirements, (b) all of the iron, steel, and manufactured goods used in the project will be and/or have been produced in the United States in a manner that complies with the Buy American Requirements, unless a waiver of the requirements is approved, and (c) the Contractor will provide any further verified information, certification of assurance of compliance with this paragraph, or information necessary to support a waiver of the Buy American Requirements, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment of loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

Hazen Construction, LLC
Name of Contractor

March 18, 2016
Date


Signature of Authorized Official

Chad S. Hazen, President
Title

00800D - 1



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 04/19/2016

Consent item: No

SUBJECT: Deductive Change Order No. 1 - Halifax Paving Inc., FY 2015 Paving Program

DEPARTMENT: Public Works

GOAL: 1 - Infrastructure Preservation

OBJECTIVE: 4 - Enhance the infrastructure maintenance programs in order to extend the full life of capital investments

RECOMMENDED MOTION: Move to approve deductive change order No. 1 for \$81,509.68 based on piggyback Agreement with Halifax Paving, Inc., dated April 24, 2015.

SUMMARY: The paving of city streets based on the piggyback Agreement with Halifax Paving, Inc. dated April 24, 2015, for FY2015 has ended. The original agreement was for \$836,173.66. However, the actual cost of paving work has been less than the projected cost, resulting in a deductive change order of \$81,509.68 in favor of the City.

By Ordinance, it is required that such change orders be brought before the City Council for approval. Accordingly, it is recommended the City Council approve the deductive change order for \$81,509.68.

Project No.: POL039
CDGB06

Funding Account No.: 30143005416397
11019045546397

ATTACHMENTS:

1.	Change Order No. 1, Halifax Paving Inc., FY 2015 Paving	Halifax Paving FY 2015 Paving CO No 1 deductive.pdf
2.	Halifax Paving Inc. Piggyback Agreement dated April 24, 2015	Halifax Paving EXECUTED contract.pdf
3.	Halifax Paving Inc. Copy of Recorded Bond	Recorded Bond April 2015.tif

Cockcroft, Kynah
Adumuah, Branford
Donahue, Kent
Riehm, Tracey
Roberts, Margaret

Created/Initiated - 04/01/2016
Approved - 04/01/2016
Approved - 04/13/2016
Approved - 04/13/2016
Approved - 04/14/2016

CHANGE ORDER NO. 1 (Deductive)
To Piggyback Agreement dated April 24, 2015
HALIFAX PAVING, INC., Contractor

Project: FY 2015 Paving Program

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price:	Original Contract Times
Part A (CDBG Grant) \$217,923.33	Substantial Completion: ___ days
Part B <u>\$618,250.33</u>	Final Completion ___ days
Total Contract \$836,173.66	
Net changes from previous Change Order:	Changes in contract time from previous Change Orders:
No. ___	No. __: ___ days
\$	___ days
Contract Price prior to this Change Order:	Contract Completion Date prior to this Change Order:
\$836,173.66	Final Completion: ___ date
Net Increase (decrease) of this Change Order No. 1:	Changes in contract time requested this Change Order No. __: (Requires Council Approval)
Part A Deduct (\$67,120.81)	___ days
Part B Deduct <u>(\$14,388.87)</u>	
Total C.O. No. 1 (\$81,509.68)	
Contract Price with all approved Change Orders:	Contract Times with all approved Change Orders:
\$754,663.98	Final Completion: ___ date

CHANGES ORDERED:

- I. GENERAL: This Change Order is necessary to cover changes in the work to be performed under the Piggyback Agreement entered into by and between the parties on April 24, 2015.
- II. REQUIRED CHANGES: Deductive change order to account for actual cost being less than original estimated cost. No goods shall be delivered nor services commenced hereunder until this Change Order has been fully executed by all parties.
- III. JUSTIFICATION:
Changes in scope require Council approval. Is this a scope change? No.
- IV. PAYMENT: Payment for this Change Order shall be made in accordance with the terms of the Piggyback Agreement subject to a limit up to but not to exceed \$0.00 (deductive change order). All payments shall be governed by the Local Government Prompt Payment Act as set forth in Florida Statutes Section 218.70 through 218.79, as amended.

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:

Department Project Manager

By: 
Printed Name: Michael Silvey
Title: Assistant Assistant Director

Date Signed: 3/22/14

ACCEPTED BY:

Contractor

By: 
Printed Name: Thomas Durrance
Title: President

Date Signed: 2-26-16

RECOMMENDED BY:

City's Representative

By: _____
Printed Name: _____
Title: _____

Date Signed: _____

RECOMMENDED BY:

Engineer of Record

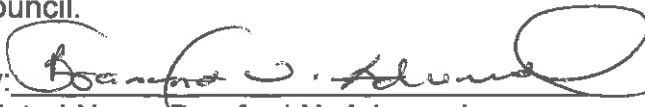
By: _____
Printed Name: _____
Title: _____

Date Signed: _____

APPROVED BY:

CITY OF PORT ORANGE

Department Head—Approval delegated by City Manager. Scope, schedule and cost changes above either \$25K or limit of unforeseen conditions allowance go to City Council.

By: 

Printed Name: Branford N. Adumuah

Title: Director of Public Works

Date Signed: 3/22/16

City Manager—Approval authority for changes up to either \$25K or limit of unforeseen conditions allowance. Scope and schedule changes sent to City Council.

By: _____

Printed Name: Michael Johansson

Title: City Manager

Date Signed: _____

If Council approval is required:

Affirmed:

By: _____

Printed Name: Allen Green

Title: Mayor

Robin L. Fenwick, CMC, City Clerk

Date Signed: _____

Date Signed: _____



CITY OF PORT ORANGE PIGGYBACK AGREEMENT

This Piggyback Agreement is entered to this 24 day of April, 2015, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **HALIFAX PAVING, INC.** ("Contractor"), a Florida corporation whose principal address is 814 Hull Road, Ormond Beach, Florida 32174 (collectively "the Parties"), have entered into this Agreement (the "Contract") on the day and year set forth hereinafter.

WHEREAS, on the 12th day of February, 2015, Contractor was awarded a contract with Volusia County, Florida, pursuant to Invitation to Bid No. 15-B-05KW (the "Volusia County Agreement"); and

WHEREAS, the Volusia County Agreement provides for an initial term commencing on February 6, 2015 and continuing until February 5, 2018 with the option for two (2) subsequent one (1) year renewals; and

WHEREAS, by entering into this Piggyback Agreement, Contractor agrees to provide asphaltic concrete and removal of existing surfaces by milling to the City under the same terms and pricing of the Volusia County Agreement, as provided in Exhibit "1" attached hereto; and

WHEREAS, a copy of the Volusia County Agreement is available in the Office of the City Clerk, City Hall, 1000 City Center Circle, 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. Term The initial term of this Contract shall be effective commencing on the last date this Contract is signed by the Parties, and continuing until February 5, 2016.
2. Renewals Upon written agreement of the Parties and appropriation by City Council, this Contract may be renewed for two (2) optional one-year periods, subject to the Volusia County Agreement and appropriation by the City Council for the then current Fiscal Year.

3. Manner and Place:

Part A - As outlined in Volusia County Agreement 15-B-05KW, plans and specifications attached hereto as Exhibit "2"; Supplemental Conditions for Federally Assisted Projects as modified by Davis Bacon Wage Rates dated January 9, 2015, for Community Development Block Grant attached hereto as Exhibit "3"; and Standard Construction Details as required on all City owned facilities and properties (i.e. rights-of-way) and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances. Contractor shall not deliver goods or services without a written purchase order, signed by an authorized agent of the City of Port Orange.

Part B - As outlined in Volusia County Agreement 15-B-05KW, plans and specifications attached hereto as Exhibit "4"; and Standard Construction Details as required on all City owned facilities and properties (i.e. rights-of-way) and in a manner as required by all current federal, state, county, fire, building and land development codes,

laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances. Contractor shall not deliver goods or services without a written purchase order, signed by an authorized agent of the City of Port Orange.

4. Contractor Obligation Contractor agrees to provide asphaltic concrete and removal of existing surfaces by milling to the City at the direction of the Public Works Director, and at the prices set forth in the Volusia County Agreement. Contractor agrees that all pricing shall remain valid for the duration of this Agreement. For the purposes of this Contract Halifax Drive shall also be known as Riverside Drive.

5. Authorization for Services This Contract standing alone does not authorize the asphaltic concrete and removal of existing surfaces by milling or services to be provided by the Contractor or require the City to place any orders for asphaltic concrete and removal of existing surfaces by milling. 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.

6. City Obligations In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "1," pursuant to periodic written Purchase Order(s) issued by the City under this Contract. The City's obligation to pay Contractor under this Contract for the following:

Part A is limited up to but not to exceed Two Hundred Seventeen Thousand, Nine Hundred Twenty-Three and 33/100 Dollars (\$217,923.33).

Part B is limited up to but not to exceed Six Hundred Eighteen Thousand, Two Hundred Fifty and 33/100 Dollars (\$618,250.33).

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.

7. Contract Documents The following forms are attached as Exhibit "5" and must be completed, signed, witnessed and notarized as indicated, and returned to the City prior to the commencement of any services by Contractor under this Contract:

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

8. Contract Administration The Public Works Director, Branford Adumuah, shall perform contract administration of this Contract. For notice provisions, see the paragraph entitled "Notice."

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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>	Buildings - Completed value of contract.	If the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
<u>Additional Coverage:</u>		"All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as insured AIMA	
Professional Liability (Errors & Omissions)	<u>Limits:</u>	Coverage \$1,000,000 minimum	

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. Additional Bond Security If any surety bond furnished in connection with this Contract becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Contract. Contractor expressly acknowledges that if the work to be performed hereunder is a public work, a Payment and Performance Bond, in accordance with Florida Statutes Section 255.05, in a form acceptable to the City, shall be provided and recorded with the Clerk of Volusia County at Contractor's expense.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

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

29. Additional Provisions

(a) As may have been outlined in the Volusia 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 Volusia County Agreement to "Volusia County" or "the County" shall be construed to mean the "City of Port Orange."

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

30. 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.

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

City: City of Port Orange
Attention: David T. Harden, Interim City Manager
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5501

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

Contractor: Halifax Paving, Inc.
Attention: Thomas Durrance, President
814 Hull Road
Ormond Beach, Florida 32174
(386) 676-0200 – business
tad1@mindspring.com

32. 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.

33. 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:

Amanda L. Durrance
Printed Name: AMANDA L. DURRANCE

Sandra L. Arcieri
Printed Name: Sandra L. Arcieri

STATE OF FLORIDA
COUNTY OF VOLUSIA

HALIFAX PAVING, INC.

By: Thomas Durrance
Thomas Durrance, President

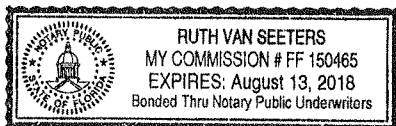
If this Contract is signed by an individual not identified as the President of the corporation in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the corporation.

Date: April 21, 2015

The foregoing instrument was acknowledged before me this 21 day of April, 2015, by Thomas Durrance, as President of Halifax Paving, Inc., a Florida corporation, and who:

[Notary: Please select one]

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



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

Witnesses:

Printed Name: Theresa Gutierrez

CITY OF PORT ORANGE

By: Allen Green
Allen Green, Mayor

Printed Name: Barbara J. Albate

Date: 4/24/15

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 24 day of April, 2015, 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.



Theresa Gutierrez
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration.

Witnesses:

Printed Name: Theresa Gutierrez

ATTEST:

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

Printed Name: Barbara J. Albate

Date: 4/24/15

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 24 day of April, 2015, 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.



Theresa Gutierrez
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration.

[CA 4782]

Part A: Asphaltic Concrete		All prices are F.O. B. Destination, Freight Allowed unless otherwise stated in the description (include shipping in unit price)			
A.001 Type S-1 Asphaltic Concrete	Zone 1 Halifax	Zone 2 Halifax	Zone 3 Halifax	Zone 4 Halifax	
Price Per Ton, FOB Plant *	\$68.00	\$68.00	\$68.00	\$68.00	
Price Per Ton, In Place Less Than 200 Tons	\$125.00	\$175.00	\$175.00	\$150.00	
Price Per Ton, In Place Less Than 200 Tons, delivered within 24 hours	\$300.00	\$300.00	\$300.00	\$300.00	
Price Per Ton, In Place More Than 200 Tons	\$86.00	\$92.00	\$92.00	\$88.00	
Price Per Ton, In Place More Than 200 Tons delivered within 24 hours	\$100.00	\$120.00	\$120.00	\$100.00	
A.002 Type S-3 Asphaltic Concrete					
Price Per Ton, FOB Plant *	\$68.00	\$68.00	\$68.00	\$68.00	
Price Per Ton, In Place Less Than 200 Tons	\$125.00	\$175.00	\$175.00	\$150.00	
Price Per Ton, In Place Less Than 200 Tons, delivered within 24 hours	\$300.00	\$300.00	\$300.00	\$300.00	
Price Per Ton, In Place More Than 200 Tons	\$86.00	\$92.00	\$92.00	\$88.00	
Price Per Ton, In Place More Than 200 Tons delivered within 24 hours	\$100.00	\$120.00	\$120.00	\$100.00	
Notification required for Pickup: (hours)	24	24	24	24	
Notification required for Delivery: (hours)	24	24	24	24	
Notification required for In Place Less Than 200 Tons (hours)	48	48	48	48	
Notification required for In Place More Than 200 Tons (hours)	48	48	48	48	
Part B: Milling of existing surface (Thickness @ 1.5")					
Price per Sq. Yard - Less than 2000 Sq.Yards	\$4.00	\$4.00	\$4.00	\$4.00	
Price per Square Yard - 2000 Sq.Yards or more	\$1.50	\$1.50	\$1.50	\$1.50	
Price Per Day	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	
Pavement Marking					
Painted Traffic Stripe (6" Yellow) price per Liner Foot (LF)	\$1.50	\$1.50	\$1.50	\$1.50	
Painted Traffic Stripe (6" White) price per Liner Foot (LF)	\$1.50	\$1.50	\$1.50	\$1.50	
Painted Traffic Stripe (12" White) price per Liner Foot (LF)	\$2.50	\$2.50	\$2.50	\$2.50	
Painted Traffic Stripe (18" Yellow) price per Liner Foot (LF)	\$3.50	\$3.50	\$3.50	\$3.50	
Painted Traffic Stripe (18" White) price per Liner Foot (LF)	\$3.50	\$3.50	\$3.50	\$3.50	
Painted Pavement Message (EA)	\$90.00	\$90.00	\$90.00	\$90.00	
Painted Arrow (EA)	\$50.00	\$50.00	\$50.00	\$50.00	
Painted Traffic Stripe (24" White) price per Liner Foot (LF)	\$5.00	\$5.00	\$5.00	\$5.00	
Reflective Pavement Markers (EA)	\$10.00	\$10.00	\$10.00	\$10.00	
Asphaltic Base Course					
Price per Square Yard Asphaltic Base Course (8" Maximum)					
Square Yard rate shall include excavation and all work required for placement of Asphaltic Base Course, including existing material removal and disposal.	\$55.00	\$65.00	\$65.00	\$60.00	
Misc.					
County retains option to purchase Millings from successful vendor's jobs - Per Cubic Yard	\$40.00				
County retains option to purchase Millings from successful vendor's jobs - Per Ton	\$30.00				



Master Agreement

TERM: 2015-02-06 to 2018-02-05

NO. 710 3824 - 1

Page 1 of 2

Date Issued: 02/12/15

Vendor contact: Name: STEVE BLAIR Phone: 386-676-0200 E-mail: Ext.:	County contact: Name: JOSEPH BUCKLES Phone: 386-736-5967 E-mail: TBuckles@volusia.org Ext.:	Bill To: County of Volusia AS REQUIRED BY USING DEPARTMENT VOLUSIA COUNTY, FL 32720
Vendor Name: HALIFAX PAVING INC 860 HULL ROAD ORMOND BEACH, FL 32174		Vendor No. HAP30770000
Ship To: AS REQUIRED BY USING DEPARTMENT VOLUSIA COUNTY, FL 32720		
Solicitation Number: 15-B-05KW Award Date: 2015-02-05 Award Authorization:		Purchasing Analyst: KATHY WILLIAMS Phone: 386-626-6625 E-mail: KWilliams@volusia.org Ext.: <i>KAW</i> Payment Terms: Net 45 Days, FOB Dest, Freight allowed
Document Description: Asphaltic Concrete & removal of existing surfaces by milling		

Line Item	Commodity Code	Unit	Description	Unit Price or Contract Amount
1	74514	TON	Asphaltic Concrete, Type S-1	0.00000
2	74514	TON	Asphaltic Concrete, Type S-3	0.00000
3	96154	SQYD	Milling of existing surfaces, per square yard	0.00000
4	96154	DAY	Milling of existing surfaces, per day	0.00000
5	91276	LNFT	Pavement Marking (with purchase of asphaltic concrete)	0.00000
6	91276	EA	Pavement Marking (with purchase of asphaltic concrete)	0.00000
7	74587	SQYD	Asphaltic Base Course	0.00000

A delivery order is required for the release of items / services from the referenced Master Agreement. If a solicitation number is referenced then the terms and conditions of said solicitation become part of the Master Agreement. Deviation from prices stated is not permitted without a signed corrected Change Order.

If vendor terms and conditions conflict with Count of Volusia Terms and Conditions, the County's Terms and Conditions prevail. See reverse side for terms and conditions.

EXHIBIT "1"



Master Agreement NO. 710 3824 -1
TERM: 2015-02-06 to 2018-02-05

Page 2 of 2

Date Issued: 02/12/15

Line Item	Commodity Code	Unit	Description	Unit Price or Contract Amount
8	74568	CUYD	Millings from jobsites, per cubic yard	0.00000
9	74568	TON	Millings from jobsites, per ton	0.00000

Jeaniene Jennings CPPB
Purchasing & Contracts Director

County of Volusia
Sales Tax Exemption Number
85-8012622393C-9

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A delivery order is required for the release of items / services from the referenced Master Agreement. If a solicitation number is referenced then the terms and conditions of said solicitation become part of the Master Agreement. Deviation from prices stated is not permitted without a signed corrected Change Order.
If vendor terms and conditions conflict with Count of Volusia Terms and Conditions, the County's Terms and Conditions prevail. See reverse side for terms and conditions.

EXHIBIT "1"

2015 Paving Cost

ESTIMATE

2014

	Manhole & Stripping Quantities	Lib. per Inch	Number	Length	Width	Total Feet	Sq. Yards	Pounds	Number of Tons	Cost per 2,000	e	Number of Manholes & W V Misc Stripping	Cost for Manhole Adj.	Total Cost for Road
Oak St(CDBG)Spruce Creek to Ridgewood Ave)														
Asphalt														
Milling (+) 1.5"		1.5	3030	20		60,600	6,733	1,111,000	555.50	86.00	47,773.00			47,773.00
Manhole(s) Adjustment		1.5	3030	20		60,600	6,733	1,111,000	555.50	1.50	10,099.50			10,099.50
Water Valve Adjustment												0	\$0.00	\$0.00
4" Yellow Slip	775									1.50	1,182.50	0		1,182.50
4" Double Yellow	1880.00									1.50	2,820.00			2,820.00
Cross Walk 24"	20.00									6.00	100.00			100.00
2 RXR Legends	2.00									90.00	180.00	0		180.00
Total Cost														62,135.00
HalifaxDr(CDBG)Dunlawton to Fleming														
Asphalt														
Milling (+) 1.5"		1.5	3620	20		72,400	8,044	1,327,333	663.67	86.00	57,075.33			57,075.33
Manhole Adjustments		1.5	3620	20		141,500	15,722	2,594,167	1,297.08	1.50	23,583.00	0	0.00	23,583.00
Water Valve Adjustments												0	0.00	0.00
Yellow Slip												0.00	0.00	0.00
7 Stop Bars												0.00	0.00	0.00
Total Cost														80,658.33
Shoulder/Base Work/Sq. Yard Oak & Halifax	1366									\$55.00				75,130.00
City's Cost Share														\$217,923.33
														\$0.00

masc001pcu2

PART A
CDBG
EXHIBIT "2"

SUPPLEMENTAL CONDITIONS FOR FEDERALLY ASSISTED PROJECTS

The supplemental conditions contained in this section are intended to cooperate with, to supplement, and to modify the general conditions and other specifications. In case of disagreement with any other section of this contract, the Supplemental Conditions shall govern. This contract is funded in whole or in part with federal funds made available from the U.S. Department of Housing and Urban Development (HUD). The contractor and all of its subcontractors shall comply with these federal provisions. The contractor shall include these supplemental conditions in all subcontracts.

1. Davis-Bacon Act
2. Copeland "Anti-Kick Back" Act
3. Federal Labor Standards
4. Environmental Compliance
5. Lead Based Paint Requirements
6. Historic Preservation
7. Energy Efficiency
8. Flood Disaster Protection
9. Special Equal Opportunity Provisions
10. Section 3
11. Conflict of Interest
12. Utilization of Minority and Women-owned Businesses
13. Fair Housing Laws
14. Drug Free Workplace
15. Debarred Contractors
16. Lobbying
17. Access to Records
18. Records Retention

Attachment I – Federal Labor Standards Provisions

Attachment II- Section 3 Clause

1. Davis- Bacon Act- 29 CFR Parts 1,3,5,6 and 7

The contractor agrees to comply with the requirements of the Davis-Bacon Act, which requires the payment of prevailing wage rates (which are determined by the U.S. Department of Labor) to all laborers and mechanics on federally funded construction projects in excess of \$2,000. A Davis-Bacon wage decision (or wage determination) is a listing of various construction work classifications and the minimum wage rates (and fringe benefits, where prevailing) that workers who perform work in those classifications must be paid.

2. Copeland "Anti-Kick Back" Act- 18 USC 874 and 40 USC 276c; 29 CFR Part 3

The contractor and subcontractor(s) shall comply with the requirements of the Copeland "Anti-Kickback" Act as supplemented in the U.S. Department of Labor regulations 29 CFR Part 3. The Copeland Act makes it a federal crime for anyone to require any laborer or mechanic (employed on a federally assisted project) to kickback (i.e. give up or pay back) any part of their wages. The Copeland Act requires every contractor and subcontractor to submit weekly payroll reports (certified payroll) and regulates permissible payroll deductions.

3. Federal Labor Standards

The project or program to which the construction work covered by this contract pertains is a federally assisted project and the Federal Labor Standards Provisions are included in this contract pursuant to the provisions applicable to such Federal assistance. See Attachment 1 for a complete copy of these labor standards.

4. Environmental Compliance- Section 306 of the Clean Air Act, Section 508 of the Clean Water Act and EPA Regulations- 42 U.S.C. 1857(h)

The contractor shall comply with the requirements of the Federal Clean Air Act and the Federal Water Pollution Control Act, as amended. Requirements for compliance with these regulations apply to contracts and subcontracts in amounts in excess of \$100,000. all applicable standards, orders, or requirements issued under (), (33 U.S.C. 1368), Executive Order 11738, and U.S. Environmental Protection Agency regulations (40 C.F.R. Part 15).

5. Lead- Based Paint Requirements- 24 CFR Part 35

All housing that is assisted by the contractor through this project with federal funds is subject to the lead-based paint requirements, found at 24 CFR Part 35. These rules apply to properties that were constructed prior to 1978, and require:

- Certain disclosures (in the form of notices) to occupants and applicants about any known or potential lead-based paint hazards
- Testing, assessing, and stabilization or reduction of lead-based paint hazards in accordance with established procedures, based on activity type and level of Federal assistance (for rehabilitation)
- Use of safe work practices
- Certain provisions included in all contracts and subcontracts related to lead-based paint
- Ongoing maintenance to monitor controls put in place to limit the hazards associated with the presence of lead-based paint.

6. Historic Preservation- 16 USC 470; 36 CFR Part 800

The contractor's performance may be subject to the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties.

7. Energy Efficiency

The contractor shall comply with any mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

8. Flood Disaster Protection- 42 USC 4001

The contractor's performance may be subject to the Flood Disaster Protection Act of 1973 which requires that activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program must be obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including housing rehabilitation.)

9. Special Equal Opportunity Provisions

A. Activities and Contracts Not Subject to Executive Order 11246, as Amended

(Applicable to Federally assisted construction contracts and related subcontracts \$10,000 and under.)

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

- i. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- ii. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer seeking forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants be considered without regard to race, color, religion, sex or national origin.
- iii. Contractors shall incorporate foregoing requirements in all subcontracts.

B. Executive Order 11246 (contracts/subcontracts above \$10,000)

During the performance of this contract, the contractor agrees as follows:

- i. Section 202 Equal Opportunity Clause
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are

treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment, or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.
- c. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided by the Contract Compliance Officer advising the said labor union or workers representatives of the Contractors commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the Rules, Regulations, and Relevant Orders of the Secretary of Labor.
- e. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.

C. Certification of Non-segregated Facilities- E.O. 11246; 41 CFR Part 60-1.8

By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that he/she does not maintain or provide for his/her employees any segregated facility at any of his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/She certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is violation of the Equal Opportunity Clause of this contract. As used in this certification, the term segregated facilities means any waiting rooms, work eating areas, time clocks, locker rooms, and other storage or dressing areas, transportation and housing facilities provided for employees

which are in fact segregated on the basis of race, color, religion, or otherwise. He/She further agrees that (except where he/she has obtained identical certifications from proposed subcontractors prior to the award of subcontractors have submitted identical certifications for specific time periods).

**D. Equal Employment Opportunity- Title VII of the Civil Rights Act of 1964
E.O. 11246**

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

**E. Americans with Disabilities Act of 1990- E.O. 11250; 42 U.S.C 12131; 24
CFR Part 35**

The contractor shall not exclude on the basis of handicap persons from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

F. Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the grounds of race, color, national original, or sex is excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

**G. Section 504 of the Rehabilitation Act of 1973- 29 USC 794, 24 CFR Parts
8 and 9**

- i. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- ii. The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
- iii. In the event of the Contractors noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- iv. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be

prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractors obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

- v. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or their contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- vi. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

H. Age Discrimination Act of 1975- 42 U.S.C. 6101, et seq; 24 CFR Part 146

The contractor shall comply with the Age Discrimination Act of 1975, which provides that no person, on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program, or activity receiving Federal Financial assistance.

I. NSP 3 Vicinity Hiring and Contracting Preference-

A contractor that is awarded a project involving the use of NSP3 funds, as provided by the Dodd-Frank "Wall Street Reform and Consumer Protection Act" of January 5, 2010, sec 1497 (a)(8), is required to take actions to hire employees who reside in the vicinity of NSP3-funded projects, and provide contracting opportunities to small businesses that are owned and operated by residents in this vicinity.

10. Section 3- 24 CFR Part 135

The contractor shall comply with the purposes of the Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701U) (Section 3) and ensure that employment and other economic opportunities generated by HUD funded programs, to the greatest extent feasible, and consistent with Federal, State, and local laws and regulations, be directed to low- and very-low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low and very low-income persons. Section 3 regulations apply to all contractors and subcontractors awarded contracts for HUD assisted projects which are in excess of \$100,000. **Section 3 requires that the Section 3 Clause (See Attachment II) be included in every contract that involves section 3 projects.**

11. Conflict Of Interest- 24 CFR Part 85.36 and 24 CFR Part 570.611

No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

12. Utilization Of Minority And Women Firms (M/WBE)- 24 CFR Part 85 (e)

The contractor shall take affirmative steps to assure that M/WBE firms are utilized when possible as suppliers and/or subcontractors, as applicable.

Prior to contract award, the contractor shall document efforts to utilize M/WBE firms, including identifying what firms were solicited as suppliers and/or subcontractors, as applicable. Information regarding certified M/WBE firms can be obtained from:

- State of Florida at 904-487-4698 (all goods and services)
- State of Florida at 904-921-7370 (construction services, particularly highway)
- Minority Business Development Center in most major cities
- Local government M/WBE programs in many large counties and cities

13. Fair Housing Laws

The contractor shall comply with the Fair Housing Act, and related laws that prohibit discrimination on the basis of race, color, national origin, religion, sex, familial status and handicap in the provision of housing, including rental, purchase, advertising, financing, insurance and multi-family housing on the basis of race, color, national origin, religion, sex, familial status and handicap. The requirements of the Fair Housing Act (42 U.S.C. 3601-20) and implementing regulations at 24 CFR part 100; Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1958-1063 Comp., p. 652 and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing) and implementing regulations at 24 CFR part 107; and title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) (Nondiscrimination in Federally Assisted Programs) and implementing regulations issued at 24 CFR part 1 shall apply to any housing related contract awarded hereunder.

14. Drug Free Workplace- 41 USC 701, 24 CFR Part 21

The Contractor shall comply with the requirements of the Drug-Free Workplace Act of 1988. The Contractor certifies to comply with the drug-free workplace requirements in accordance with the Act, and with U.S. Department of Housing and Urban Development regulations.

15. Debarred Contractors

This project is subject to requirements prohibiting use of federal funds to directly or indirectly employ, award contracts to, or otherwise engage the services of any contractor, subcontractor or subrecipient during any period of federal debarment, suspension, or placement of ineligibility status. The County is required to check the eligibility status of all contractors, subcontractors, and subrecipients against the federal publication that lists debarred and ineligible contractors. This list can be found on the *Excluded Parties Listing System* at <https://www.epls.gov>.

16. Lobbying

The Contractor certifies, to the best of his or her knowledge and belief, that:

- A. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- B. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements.
- D. This certification is a material representation of fact upon which reliance was placed when this contract was made or entered into. Agreement to this certification is a prerequisite for making or entering into this contract imposed by Section 1352, title 31, U.S. Code. Any person or agency that makes an expenditure prohibited by this section is subject to a civil penalty from \$10,000 up to \$100,000 for each failure. This penalty also applies to any person or agency that fails to submit or amend the disclosure form (LLL), when required. Failure to submit the required certification may result in payment under this contract being delayed or denied.

17. Access to Records- 24 CFR Part 85.42 (e) & (f)

The contractor shall give access to all records, pertinent books, documents, papers or other records related to this contract to the awarding agency, the County of Volusia, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, and any of their duly authorized representatives for the purpose of making audit, examination, excerpts, and transcriptions as needed.

18. Records Retention- 24 CFR Part 85.42 (a)-(d)

The contractor shall comply with the CDBG records retention regulations. Financial, program, supporting, and other records pertinent to this contract and the grant program shall be maintained for five years after the local government makes final payment and all other pending matters are closed.

Attachment I

FEDERAL LABOR STANDARDS PROVISIONS

U.S. Department of Housing
And Urban Development

HUD-4010
(7/03)

Applicability

The project or program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at the time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR-5.5(a)(1)(iv); also regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its sub-contractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (b) If the contractor and the laborers and mechanics employed in the classification (if known, or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent to HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (approved by the Office of Management and Budget under OMB control number 1215-0140.)
- (c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate). HUD or its

EXHIBIT "3"

designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee with the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

- (d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1) (b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federally contract with the same prime contractor, or any other Federally assisted contract subject to Davis Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violation have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payroll and basic records. Payroll and basic records related thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b) (2) (B) of the Davis bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely, all of the information required to be maintained under 29 CFR Part 5.5(a) (3) (i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.5 (a) (3) (i) and that such information is correct and complete:

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been fully paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than the permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of WH-347 shall satisfy the requirement of submission of the: "Statement of Compliance" required by paragraph A.3. (ii)(b) of this section

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph A.3.(i) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available shall be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, which is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is

performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the training program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its

subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a) (1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of ... influencing in any way the action of such Administration.....makes, utters or publishes any statement knowing the same to be false shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or related to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanic" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of eight hours in any calendar day or in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basis rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek, whichever is greater.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth on subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract, or any other Federal contract with the same prime contract, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontracts to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any

subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety

- (1) No laborer or mechanic shall be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor, by regulation.
- (2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat 96).
- (3) The Contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Attachment II

Section 3 requires that the following provisions ("the section 3 clause"), be included in every contract that involves section 3 projects.

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontract is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Non-compliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contract and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Instructions For Completing Payroll Form, WH-347

General: Form WH-347 has been made available for the convenience of contractors and subcontractors required by their Federal or Federally-aided construction-type contracts and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (29 C.F.R., Subtitle A), as to payrolls submitted in connection with contracts subject to the Davis-Bacon and related Acts.

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Under the Davis-Bacon and related Acts, the contractor is required to pay not less than prevailing wage, including fringe benefits, as predetermined by the Department of Labor. The contractor's obligation to pay fringe benefits may be met either by payment of the fringe benefits to bona fide benefit plans, funds or programs or by making payments to the covered workers (laborers and mechanics) as cash in lieu of fringe benefits.

This payroll provides for the contractor to show on the face of the payroll all monies to each worker, whether as basic rates or as cash in lieu of fringe benefits, and provides for the contractor's representation in the statement of compliance on the payroll (as shown on page 2) that he/she is paying for fringe benefits required by the contract and not paid as cash in lieu of fringe benefits. Detailed instructions concerning the preparation of the payroll follow:

Contractor or Subcontractor: Fill in your firm's name and check appropriate box.

Address: Fill in your firm's address.

Payroll No.: Beginning with the number "1", list the payroll number for the submission.

For Week Ending: List the workweek ending date.

Project and Location: Self-explanatory.

Project or Contract No.: Self-explanatory.

Column 1 - Name and Individual Identifying Number of Worker: Enter each worker's full name and an individual identifying number (e.g., last four digits of worker's social security number) on each weekly payroll submitted.

Column 2 - No. of Withholding Exemptions: This column is merely inserted for the employer's convenience and is not a requirement of Regulations, Part 3 and 5.

Column 3 - Work Classifications: List classification descriptive of work actually performed by each laborer or mechanic. Consult classification and minimum wage schedule set forth in contract specifications. If additional classifications are deemed necessary, see Contracting Officer or Agency representative. An individual may be shown as having worked in more than one classification provided an accurate breakdown or hours worked in each classification is maintained and shown on the submitted payroll by use of separate entries.

Column 4 - Hours worked: List the day and date and straight time and overtime hours worked in the applicable boxes. On all contracts subject to the Contract Work Hours Standard Act, enter hours worked in excess of 40 hours a week as "overtime".

Column 5 - Total: Self-explanatory

Column 6 - Rate of Pay (Including Fringe Benefits): In the "straight time" box for each worker, list the actual hourly rate paid for straight time worked, plus cash paid in lieu of fringe benefits paid. When recording the straight time hourly rate, any cash paid in lieu of fringe benefits may be shown separately from the basic rate. For example, "\$12.25/.40" would reflect a \$12.25 base hourly rate plus \$0.40 for fringe benefits. This is of assistance in correctly computing overtime. See "Fringe Benefits" below. When overtime is worked, show the overtime hourly rate paid plus any cash in lieu of fringe benefits paid in the "overtime" box for each worker; otherwise, you may skip this box. See "Fringe Benefits" below. Payment of not less than time and one-half the basic or regular rate paid is required for overtime under the Contract Work Hours Standard Act of 1962 if the prime contract exceeds \$100,000. In addition to paying no less than the predetermined rate for the classification which an individual works, the contractor must pay amounts predetermined as fringe benefits in the wage decision made part of the contract to approved fringe benefit plans, funds or programs or shall pay as cash in lieu of fringe benefits. See "FRINGE BENEFITS" below.

Column 7 - Gross Amount Earned: Enter gross amount earned on this project. If part of a worker's weekly wage was earned on projects other than the project described on this payroll, enter in column 7 first the amount earned on the Federal or Federally assisted project and then the gross amount earned during the week on all projects, thus "\$163.00/\$420.00" would reflect the earnings of a worker who earned \$163.00 on a Federally assisted construction project during a week in which \$420.00 was earned on all work.

Column 8 - Deductions: Five columns are provided for showing deductions made. If more than five deduction are involved, use the first four columns and show the balance deductions under "Other" column; show actual total under "Total Deductions" column; and in the attachment to the payroll describe the deduction(s) contained in the "Other" column. All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 C.F.R., Part 3. If an individual worked on other jobs in addition to this project, show actual deductions from his/her weekly gross wage, and indicate that deductions are based on his gross wages.

Column 9 - Net Wages Paid for Week: Self-explanatory.

Totals - Space has been left at the bottom of the columns so that totals may be shown if the contractor so desires.

Statement Required by Regulations, Parts 3 and 5: While the "statement of compliance" need not be notarized, the statement (on page 2 of the payroll form) is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.

Items 1 and 2: Space has been provided between items (1) and (2) of the statement for describing any deductions made. If all deductions made are adequately described in the "Deductions" column above, state "See Deductions column in this payroll." See "FRINGE BENEFITS" below for instructions concerning filling out paragraph 4 of the statement.

Item 4 FRINGE BENEFITS - Contractors who pay all required fringe benefits: If paying all fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor, show the basic cash hourly rate and overtime rate paid to each worker on the face of the payroll and check paragraph 4(a) of the statement on page 2 of the WH-347 payroll form to indicate the payment. Note any exceptions in section 4(c).

Contractors who pay no fringe benefits: If not paying all fringe benefits to approved plans, funds, or programs in amounts of at least those that were determined in the applicable wage decision of the Secretary of Labor, pay any remaining fringe benefit amount to each laborer and mechanic and insert in the "straight time" of the "Rate of Pay" column of the payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the application wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringe benefits, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on basic or regular rate, plus the required cash in lieu of fringe benefits at the straight time rate. In addition, check paragraph 4(b) of the statement on page 2 the payroll form to indicate the payment of fringe benefits in cash directly to the workers. Note any exceptions in section 4(c).

Use of Section 4(c), Exceptions

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the covered worker as cash in lieu of fringe benefits. Enter any exceptions to section 4(a) or 4(b) in section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid each worker as cash in lieu of fringe benefits and the hourly amount paid to plans, funds, or programs as fringe benefits. The contractor must pay an amount not less than the predetermined rate plus cash in lieu of fringe benefits as shown in section 4(c) to each such individual for all hours worked (unless otherwise provided by applicable wage determination) on the Federal or Federally assisted project. Enter the rate paid and amount of cash paid in lieu of fringe benefits per hour in column 6 on the payroll. See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate.

This preceding information can be obtained at <http://www.dol.gov/whd/forms/wh347instr.htm> and <http://www.dol.gov/whd/forms/wh347.pdf>

I, _____ (Name of Signatory Party) _____ (Title)
do hereby state:

_____ on the _____
(Contractor or Subcontractor)
_____ : that during the payroll period commencing on the _____
(Building or Work)

weekly wages earned by any person on that no deduction have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 163 Stat. 106, 72 Stat. 967, 76 Stat. 357, 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

☐ (e) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

REMARKS:

NAME AND TITLE

SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OFFICIAL TESTIMONY IN ANY SUBJECT MATTER OF THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION, SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

EXHIBIT "3"

General Decision Number: FL140180 10/17/2014 FL180

Superseded General Decision Number: FL20130180

State: Florida

Construction Type: Heavy

County: Volusia County in Florida.

HEAVY CONSTRUCTION PROJECTS (Including Sewer and Water Lines)
(EXCLUDING CAPE CANAVERAL AIR FORCE STATION, PATRICK AIR FORCE
BASE, KENNEDY SPACE FLIGHT CENTER AND MALABAR RADAR SITE)

Modification Number	Publication Date
0	01/03/2014
1	02/28/2014
2	05/23/2014
3	10/17/2014

ENGI0673-013 05/01/2013

	Rates	Fringes
OPERATOR: Oiler.....	\$ 20.36	10.85

IRON0808-003 01/01/2013

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 23.00	10.95

LAB00517-002 05/01/2014

	Rates	Fringes
LABORER: Grade Checker.....	\$ 18.35	6.45

* PAIN1010-011 08/01/2014

	Rates	Fringes
Painter - Brush, Roller & Spray.....	\$ 19.50	8.83

SUFL2009-176 06/24/2009

	Rates	Fringes
CARPENTER, Excludes Form Work....	\$ 13.56	1.84
CEMENT MASON/CONCRETE FINISHER...	\$ 12.63	0.00
ELECTRICIAN.....	\$ 16.71	3.51
FORM WORKER.....	\$ 11.36	0.00
LABORER: Common or General.....	\$ 9.03	0.81

EXHIBIT "3"

LABORER: Landscape.....	\$ 8.44	0.00
LABORER: Pipelayer.....	\$ 11.17	1.27
LABORER: Power Tool Operator (Hand Held Drills/Saws, Jackhammer and Power Saws Only).....	\$ 10.63	2.20
OPERATOR: Asphalt Paver.....	\$ 11.88	0.00
OPERATOR: Backhoe Loader Combo.....	\$ 16.10	2.44
OPERATOR: Backhoe/Excavator.....	\$ 13.12	2.58
OPERATOR: Bulldozer.....	\$ 12.88	0.00
OPERATOR: Crane.....	\$ 14.88	3.17
OPERATOR: Grader/Blade.....	\$ 16.00	2.84
OPERATOR: Loader.....	\$ 13.38	0.00
OPERATOR: Mechanic.....	\$ 13.83	2.19
OPERATOR: Roller.....	\$ 10.50	0.00
OPERATOR: Scraper.....	\$ 11.00	1.74
OPERATOR: Trackhoe.....	\$ 20.92	5.50
OPERATOR: Tractor.....	\$ 10.00	0.00
TRUCK DRIVER, Includes Dump Truck.....	\$ 11.07	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 11.00	0.00
TRUCK DRIVER: Off the Road Truck.....	\$ 12.21	1.97

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification
and wage rates that have been found to be prevailing for the
cited type(s) of construction in the area covered by the wage

EXHIBIT "3"

determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests

EXHIBIT "3"

for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

EXHIBIT "3"

General Decision Number: FL140234 02/07/2014 FL234

Superseded General Decision Number: FL20130293

State: Florida

Construction Type: Highway

County: Volusia County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/03/2014
1	02/07/2014

* ELEC0915-004 12/01/2013

	Rates	Fringes
ELECTRICIAN.....	\$ 25.13	34.5%+\$0.25

SUFL2013-052 08/19/2013		

	Rates	Fringes
CARPENTER.....	\$ 15.68	0.00
CEMENT MASON/CONCRETE FINISHER, Includes Form Work.....	\$ 13.97	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine).....	\$ 15.57	0.00
HIGHWAY/PARKING LOT STRIPING: Painter.....	\$ 12.13	0.00
IRONWORKER, ORNAMENTAL.....	\$ 13.48	0.00
IRONWORKER, REINFORCING.....	\$ 15.38	0.00
IRONWORKER, STRUCTURAL.....	\$ 16.42	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 14.05	0.00
LABORER: Common or General.....	\$ 10.55	0.00
LABORER: Flagger.....	\$ 13.09	0.00
LABORER: Grade Checker.....	\$ 14.66	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 12.58	0.00
LABORER: Pipelayer.....	\$ 13.46	0.00
LABORER: Laborer-Cones/		

Barricades/Barrels - Setter/Mover/Sweeper.....	\$ 11.36	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 14.96	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 12.88	0.00
OPERATOR: Broom/Sweeper.....	\$ 12.91	0.00
OPERATOR: Bulldozer.....	\$ 15.23	0.00
OPERATOR: Concrete Finishing Machine.....	\$ 15.44	0.00
OPERATOR: Crane.....	\$ 22.04	0.00
OPERATOR: Curb Machine.....	\$ 18.45	0.00
OPERATOR: Drill.....	\$ 13.04	0.00
OPERATOR: Forklift.....	\$ 10.43	0.00
OPERATOR: Gradall.....	\$ 14.71	0.00
OPERATOR: Grader/Blade.....	\$ 18.20	0.00
OPERATOR: Loader.....	\$ 14.01	0.00
OPERATOR: Mechanic.....	\$ 17.52	0.00
OPERATOR: Milling Machine.....	\$ 15.63	0.00
OPERATOR: Oiler.....	\$ 16.67	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 14.88	0.00
OPERATOR: Piledriver.....	\$ 17.23	0.00
OPERATOR: Post Driver (Guardrail/Fences).....	\$ 15.97	0.00
OPERATOR: Roller.....	\$ 13.01	0.00
OPERATOR: Scraper.....	\$ 12.21	0.00
OPERATOR: Screed.....	\$ 14.66	0.00
OPERATOR: Trencher.....	\$ 14.25	0.00
PAINTER: Spray.....	\$ 19.57	0.00
TRAFFIC SIGNALIZATION: Traffic Signal Installation.....	\$ 14.25	0.00
TRUCK DRIVER: Dump Truck.....	\$ 12.28	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 14.28	0.00

TRUCK DRIVER: Lowboy Truck.....\$ 16.25	0.00
TRUCK DRIVER: Slurry Truck.....\$ 11.96	0.00
TRUCK DRIVER: Water Truck.....\$ 13.57	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union

rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an

interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

Section 3

Information and Instructions for Contractors & Subcontractors

What is Section 3?

Section 3 is a provision of the Housing and Urban Development Act of 1968. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

What does Section 3 require contractors and subcontractors to do?

All contracts for Section 3 covered projects in excess of \$100,000 for housing construction, rehabilitation, or other public construction are required to comply with the requirements of Section 3, and must, to the greatest extent feasible:

- Provide employment and training opportunities to Section 3 residents by meeting the percentage goals in 24 CFR 135.30(b)(3)
- Provide subcontracting opportunities to Section 3 businesses by meeting the percentage goals in 24 CFR 135.30(c)

In addition, all contracts with contractors and subcontractors for Section 3 covered projects must contain the Section 3 contract clause in the contracts of its contractors and subcontractors. The HUD mandated Section 3 language ("Section 3 Clause") may be found at 24 CFR §135.38. The Section 3 Clause may also be found within the Supplemental Conditions which are included in the bid documents. All contracts for U.S. Department of Housing and Urban Development funded projects will contain the Section 3 contract clause, regardless of whether this threshold has been met.

Volusia County Community Assistance encourages all contractors and subcontractors to extend employment and training opportunities to Section 3 residents for any new opportunities which have been created as a result of the contract award. Reporting on Section 3 opportunities is required for all contractors and subcontractors that are awarded contracts for U.S. Department of Housing and Urban Development funded projects.

What is a Section 3 Resident?

A Section 3 Resident is 1) a public housing resident, or 2) a low- or very low-income person residing in the metropolitan area or non-metropolitan county where the Section 3 covered project is expended.

What is a Section 3 business?

A Section 3 business is defined as one:

- That is 51 percent or more owned by Section 3 residents; or
- Whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of their first employment with the business were Section 3 residents; or
- That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded by the business to other Section 3 businesses (see first two definitions above).

Reporting

The following reporting forms are required to be submitted to Volusia County to document compliance with Section 3 regulations:

Pre-award:

- Section 3 Certification
- Section 3 Resident Certification- Required for all businesses claiming Section 3 status

Post-award:

- Section 3 Compliance Report- Existing Core Workforce List
- Section 3 New Hire Report
- Section 3 Resident Certification- for any new hires of Section 3 residents

Section 3 Resident Self-Certification Form

The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD funded projects shall, to the greatest extent feasible, and consistent with existing Federal, State and County rules and regulations, be directed to low- and very low-income persons, particularly those receiving housing assistance and to businesses that provide economic opportunities to these persons.

A Section 3 Resident seeking training and employment opportunities provided by this part shall certify, and submit evidence to the recipient contractor or subcontractor, if requested, that the person is a Section 3 Resident, as defined in Section 135.5.

I, _____, (Print Name) am a legal resident the United States and of Volusia County, Florida and meet the income eligibility and federal guidelines for a Section 3 Resident. I am self-certifying as a Section 3 Resident because of the following reason(s):

- ☐ I am a public housing resident leaseholder – Submit copy of lease
- ☐ I live in public housing but am not on the lease – Submit copy of lease
- ☐ I am a Section 8 voucher holder – Submit copy of voucher
- ☐ My household income does not exceed the income guidelines by family size as published at the bottom of this form – Submit copy of most recent tax return or evidence of participation in a public assistance program.

NOTE: Documentation of Section 3 Resident status must be submitted with this form

Name _____ Telephone _____

Home Address _____ (will be verified)
(Must be Street Address - Not a P.O. Box Number)

FY 2014 - HOUSEHOLD INCOME GUIDELINES – Circle line that applies to your household

Family Size	Low Income	Very-Low Income
1	\$33,100	\$18,800
2	\$34,400	\$21,500
3	\$38,700	\$24,200
4	\$42,950	\$26,850
5	\$46,400	\$29,000
6	\$49,850	\$31,150
7	\$53,300	\$33,300
8	\$56,700	\$35,450

I hereby certify that the information provided by me to be true and correct. If found to be inaccurate, I understand that I may be disqualified as an applicant and/or a certified Section 3 Resident which may be grounds for termination of training, employment, or contracts that resulted from this certification and could subject me to punishment under the law.

Signature _____ Date _____

_____ (Print Name)

EXHIBIT "3"

Section 3 Certification

The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain federally assisted projects shall, to the greatest extent feasible, and consistent with existing Federal, State and County rules and regulations, be directed to low- and very low-income persons, particularly those receiving housing assistance and to businesses that provide economic opportunities to these persons.

Any bid/proposal response for certain federally assisted projects that do not include this completed document will be considered non-responsive and not eligible for award.

Name of business: _____
Contact person: _____ Title: _____
Address of business: _____
Telephone number: _____ Fax number: _____
E-mail address: _____
Federal Employer Identification Number/SSN: _____

1. Type of business: (Check one)

☐ Corporation
☐ Partnership

☐ Sole Proprietorship
☐ Joint Venture

2. Check where applicable and provide required documentation:

☐ I am an individual, sole proprietorship, partnership, corporation or joint venture **NOT** claiming a Section 3 status.

☐ I am an individual, sole proprietorship, partnership, corporation or joint venture **claiming a** Section 3 status as:

☐ A business that has a 51% ownership by a Section 3 qualified resident(s) (submit the following documents):

☐ Section 3 Resident Self-Certification Forms

☐ A business claiming 30% of current full-time workforce qualify as section 3 residents, or within three years of the date of first employment with the business concern were section 3 residents.

☐ List of all current full-time employees, and,

☐ List of employees claiming Section 3 residence status and for each such employee

☐ PHA/IHA Residential lease less than three years from date of employment, or

☐ Other evidence of Section 3 status less than three years from day of employment.

☐ A business claiming to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (1) or (2) above.

☐ List of Section 3 subcontractor(s) and subcontract amount(s).

EXHIBIT "3"

I certify to the best of my knowledge that the information contained here within is true and correct.

Print name: _____

Signature: _____

Date: _____

Title: _____

NOTE: Volusia County shall maintain this form and supporting documentation a minimum of five years in the project files for review during monitoring. The contractor must retain a copy of the reports in their files for a minimum of five years after completion of the project.

EXHIBIT "3"

General Decision Number: FL150234 01/09/2015 FL234

Superseded General Decision Number: FL20140234

State: Florida

Construction Type: Highway

County: Volusia County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/02/2015
1	01/09/2015

* ELEC0915-004 12/01/2014

	Rates	Fringes
ELECTRICIAN.....	\$ 26.01	16%+\$5.06

SUFL2013-052 08/19/2013		

	Rates	Fringes
CARPENTER.....	\$ 15.68	0.00
CEMENT MASON/CONCRETE FINISHER, Includes Form Work.....	\$ 13.97	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine).....	\$ 15.57	0.00
HIGHWAY/PARKING LOT STRIPING: Painter.....	\$ 12.13	0.00
IRONWORKER, ORNAMENTAL.....	\$ 13.48	0.00
IRONWORKER, REINFORCING.....	\$ 15.38	0.00
IRONWORKER, STRUCTURAL.....	\$ 16.42	0.00
LABORER (Traffic Control Specialist).....	\$ 11.36	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 14.05	0.00
LABORER: Common or General.....	\$ 10.55	0.00

<http://www.wdol.gov/wdol/scafiles/davisbacon>

EXHIBIT "3"

1/9/2015

LABORER: Flagger.....	\$ 13.09	0.00
LABORER: Grade Checker.....	\$ 14.66	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 12.58	0.00
LABORER: Pipelayer.....	\$ 13.46	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 14.96	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 12.88	0.00
OPERATOR: Broom/Sweeper.....	\$ 12.91	0.00
OPERATOR: Bulldozer.....	\$ 15.23	0.00
OPERATOR: Concrete Finishing Machine.....	\$ 15.44	0.00
OPERATOR: Crane.....	\$ 22.04	0.00
OPERATOR: Curb Machine.....	\$ 18.45	0.00
OPERATOR: Drill.....	\$ 13.04	0.00
OPERATOR: Forklift.....	\$ 10.43	0.00
OPERATOR: Gradall.....	\$ 14.71	0.00
OPERATOR: Grader/Blade.....	\$ 18.20	0.00
OPERATOR: Loader.....	\$ 14.01	0.00
OPERATOR: Mechanic.....	\$ 17.52	0.00
OPERATOR: Milling Machine.....	\$ 15.63	0.00
OPERATOR: Oiler.....	\$ 16.67	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 14.88	0.00
OPERATOR: Piledriver.....	\$ 17.23	0.00
OPERATOR: Post Driver (Guardrail/Fences).....	\$ 15.97	0.00
OPERATOR: Roller.....	\$ 13.01	0.00
OPERATOR: Scraper.....	\$ 12.21	0.00
OPERATOR: Screed.....	\$ 14.66	0.00
OPERATOR: Trencher.....	\$ 14.25	0.00
PAINTER: Spray.....	\$ 19.57	0.00
TRAFFIC SIGNALIZATION: Traffic Signal Installation.....	\$ 14.25	0.00
TRUCK DRIVER: Dump Truck.....	\$ 12.28	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 14.28	0.00

TRUCK DRIVER: Lowboy Truck.....\$ 16.25	0.00
TRUCK DRIVER: Slurry Truck.....\$ 11.96	0.00
TRUCK DRIVER: Water Truck.....\$ 13.57	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the

wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

2015 Paving Cost

ESTIMATE

2014

	Manhole & Stripping Quantities	Lbs. per Inch 110	Length	Width	a	b	c	d	e	Number of Manholes & W Y Misc Stripping	\$175.00 Cost for Manhole Adj.	Total Cost for Road
		Number Inches			Total Feet	Sq. Yards	Pounds	Number of Tons	Cost per 2,000	Cost		
Milling 1.50 <200 Sq. Yd												
Milling 4.00 > 200 Sq. Yds												
Hidden Lakes (Cross Creek to Yorktown)												
Asphalt												
Milling (+/-) 1.5"		1.5	4450	20	89,000	9,889	1,631,867	815.83	86.00	70,161.67		70,161.67
Manhole(s) Adjustment	10.00	1.5	4450	20	89,000	9,889	1,631,867	815.83	1.50	14,833.33		14,833.33
Water Valves Adjustment												
4" White Solid	250.00											
Crosswalks	50.00											
Stop Bars	24.00											
School Legends	2.00											
Left Turn Arrows	3.00											
Total Cost												
Butterfly Lane												
Asphalt												
Milling (+/-) 1.5"		1.5	455	20	9,100	1,011	166,833	83.42	125.00	10,427.08		10,427.08
Manhole(s) Adjustment		1.5	455	20	9,100	1,011	166,833	83.42	4.00	4,044.44		4,044.44
Water Valves Adjustment												
1 Stop Bar (24")	12.00											
Total Cost												
Isabelle												
Asphalt												
Milling (+/-) 1.5"		1.5	3000	20	60,000	6,667	1,100,000	550.00	86.00	47,300.00		47,300.00
Manhole(s) Adjustment		1.5	3000	20	60,000	6,667	1,100,000	550.00	1.50	10,000.00		10,000.00
Water Valves Adjustment												
4" Yellow	605.00											
2 Stop Bars												
Total Cost	12.00											
Oak St (Dunlawton to Spruce Creek)												
Asphalt												
Milling (+/-) 1.5"		1.5	1580	20	31,600	3,511	579,333	289.67	86.00	24,911.33		24,911.33
Manhole(s) Adjustment		1.5	1580	20	31,600	3,511	579,333	289.67	1.50	5,266.67		5,266.67
Water Valves Adjustment												
4" Double/Skip Yellow	1,512.00											
Total Cost									1.50	2,268.00		2,268.00

mac007014v2

PART B
Other Resurfacing
EXHIBIT "4"

2015 Paving Cost

ESTIMATE

	Manhole & Stripping Quantities	Lbs. per inch	Number	Length	Width	a	b	c	d	e	Number of Manholes & W/V Misc Stripping	\$175.00 Cost for Manhole Adj.	Total Cost for Road
		110	Inches			Total Feet	Sq. Yards	Pounds	Number of Tons	Cost per 2,000	Cost		
Milling 1.50 <200 Sq. Yd													
Milling 4.00 > 200 Sq. Yds													
1 Stop Bar	24.00									5.00	120.00	0.00	120.00
RPM's	70.00									10.00	700.00		700.00
Total Cost													33,266.00
Village Trail(Dunlawton to Joint)													
Asphalt													
Milling (+-) 1.5"		1.5	2650		25	66,250	7,361	1,214,583	607.29	86.00	52,227.08		52,227.08
Manhole(s) Adjustment		1.5	2650		25	66,250	7,361	1,214,583	607.29	1.50	11,041.67		11,041.67
Water Valves Adjustment													
4"Double Yellow	932.00												
4"White	106.00												
2 Stop Bars										1.50	1,398.00		1,398.00
3 Crosswalks										1.50	159.00		159.00
2LT Arrows	90.00												
3 RT Arrows										5.00	450.00		450.00
Total Cost													65,275.75
Sugar Plum Ln													
Asphalt													
Milling (+-) 1.5"		1.5	1380		20	27,600	3,067	506,000	253.00	86.00	21,758.00		21,758.00
Manhole(s) Adjustment		1.5	1380		20	27,600	3,067	506,000	253.00	1.50	4,600.00		4,600.00
Water Valves Adjustment													
2 Stop Bars	12.00												
Total Cost									0.00	2.50	30.00		30.00
SouthPort W.													
Asphalt													
Milling (+-) 1.5"		1.5	1525		20	30,500	3,389	559,167	279.58	86.00	24,044.17		24,044.17
Manhole(s) Adjustment		1.5	1525		20	30,500	3,389	559,167	279.58	1.50	5,083.33		5,083.33
Water Valves Adjustment													
1 Stop Bar													
Total Cost													29,127.50
SouthPort S.													
Asphalt													
Milling (+-) 1.5"		1.5	1500		20	30,000	3,333	550,000	275.00	86.00	23,650.00		23,650.00
Manhole(s) Adjustment		1.5	1500		20	30,000	3,333	550,000	275.00	1.50	5,000.00		5,000.00
Total Cost													0.00

mrc2015pav2

PART B
Other Resurfacing
EXHIBIT "4"

2015 Paving Cost

ESTIMATE

2014

	Manhole & Stripping Quantities	Lbs. per inch Number Inches	Length	Width	a Total Feet	b Sq. Yards	c Pounds	d Number of Tons	e Cost per 2,000	s Cost	Number of Manholes & W V Misc Stripping	\$175.00 Cost for Manhole Adj.	Total Cost for Road
Milling 1.50 <200 Sq. Yd													
Milling 4.00 > 200 Sq. Yds													
Water Valves Adjustments	60.00												
Short Double Yellow Entrance													
Total Cost													
Herbert ST(Nova to Clyde Morris)													
Asphalt													
Milling(+/-)1.5"		1.5	5750	20	115,000	12,778	2,108,333	1,054	86.00	90,658.33			90,658.33
Manhole Adjustments		1.5	5750	20	115,000	12,778	2,108,333	1,054.17	1.50	19,166.67			19,166.67
Water Valves Adjustments													
6"White	7350												
6" Double Yellow	9175												
4 School Legends													
2LT Arrows													
3CrossWalks	200												
Total Cost													
Sky Meadows Subdivision													
Arana Circle													
Asphalt		1.5	1020	20	20,400	2266.67	374,000	187	125.00	23,375.00			23,375.00
Milling(+/-)1.5"		1.5	1020	20	20,400	2266.67	374,000	187	4.00	9,066.67			9,066.67
Total Cost													
Millicant													
Asphalt		1.5	300	20	6,000	666.67	110,000	55	125	6,875.00			6,875.00
Milling(+/-)1.5"		1.5	300	20	6,000	666.67	110,000	55	4.00	2,666.68			2,666.68
Total Cost													
Fox Place													
Asphalt		1.5	1400	23	32,200	3577.78	590,333.33	295.17	86.00	25,384.33			25,384.33
Milling(+/-)1.5"		1.5	1400	23	32,200	3577.78	590,333.33	295.17	1.5	5,366.67			5,366.67
Total Cost													
Virginia Av													
Asphalt		1.5	602	20	12,040	1337.78	220,733	110.37	125	13,795.83			13,795.83
Milling(+/-)1.5"		1.5	602	20	12,040	1337.78	220,733	110.37	4	5351.12			5,351.12
Total Cost													

FINC001/Rev2

PART B
Other Resurfacing
EXHIBIT "4"

ESIMATE

per inch

[illegible]

Exhibit “5”

Payment and Performance Bond

(Exhibit “5” includes a total of 3 pages)

RETURN RECORDED DOCUMENT TO:

Deputy City Clerk
1000 City Center Circle
Port Orange, Florida 32129-4144

FRONT PAGE FOR BOND REQUIRED BY SECTION 255.05, F.S.

PAYMENT AND PERFORMANCE BOND

(Public Works)

Notice and Time Limitations Must Be In Accordance
With Section 255.05(2), (8) and (10), Florida Statutes

BOND NO. _____

PRINCIPAL:

Developer or Contractor: Halifax Paving, Inc.
Principal Business Address: 814 Hull Road
Ormond Beach, Florida 32174
Contact Person: Thomas Durrance, President
Phone Number: (386) 676-0200

SURETY:

Address: _____

Contact Person: _____
Phone Number: _____

OWNER:

City of Port Orange, Florida, a chartered municipal corporation
1000 City Center Circle
Port Orange, Florida 32129-4144
Contact Person: David T. Harden, Interim City Manager
Phone Number: (386) 506-5501

Amount: Part A: \$217,923.33
Part B: \$618,250.33

City Case/Project No. CC031715-Halifax Paving

Description of Work: Asphaltic Concrete and Removal of Existing Surfaces by Milling

Project Location: Halifax Drive (also known as Riverside Drive) and Oak Street, Port Orange,
Volusia County, Florida

Legal Description: Port Orange, Volusia County, Florida
See Exhibit "A"

Front Page

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

Return Recorded Document to:
Records Clerk
1000 City Center Circle
Port Orange, Florida 32129-4144

Asphaltic Concrete and Removal of Existing Surfaces by Milling

Name of Project

City Project No. CC031715 – Halifax Paving

Bond No. _____

Space Reserved for Recording Data

**COMBINATION PAYMENT AND PERFORMANCE BOND
FOR
PUBLIC CONSTRUCTION**

per Section 255.05, Florida Statutes (2012)
Guaranty for Construction of Public Improvements

BY THIS BOND, We, **HALIFAX PAVING, INC.** as Principal, and _____, a _____ corporation, as Surety, are bound to **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of _____/100 DOLLARS (\$_____), for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain Piggyback Agreement having an effective date of _____, 2015, entered into by and between the Principal and the City, for asphaltic concrete and removal of existing surfaces by milling, hereinafter referred to as the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and
3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract documents; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Notice of Nonpayment and Time Limitations

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.02(2), (8) and (10), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

IN WITNESS WHEREOF, this performance and payment bond is executed in duplicate originals, each of which shall be deemed an original, this _____, day of _____, 2015.

Attest:

HALIFAX PAVING, INC.
(Name of Principal)

(As to Corporate Principal) Secretary

By: _____
Thomas Durrance, President

(Witness to Principal)

(Corporate Seal)

(Surety)

(Witness to Surety)

By: _____
Name: _____
(Attorney-in-Fact)

(Corporate Seal)

NOTE: Date of BOND must not be prior to date of Contract. If Developer/Principal is Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.

Port Orange, Volusia County FL

Street Resurfacing Right-of-Ways:

1. Oak Street (Spruce Creek Road to Ridgewood Avenue)
2. Halifax Drive (Dunlawton Avenue (SR421) to Fleming Avenue)
3. Hidden Lakes (Cross Creek Road to Yorktown Boulevard)
4. Butterfly Lane
5. Isabelle Avenue
6. Oak Street (Dunlawton Avenue (SR421) to Spruce Creek Road)
7. Village Trail (Dunlawton Avenue (SR421) to Joint approximately 2600 feet.
Joint is West of Swallow Tail Drive.
8. Sugar Plum Lane
9. South Port Drive West
10. South Port Drive South
11. Herbert Street (Nova Road to Clyde Morris Boulevard)
12. Aruna Circle
13. Millucant Circle
14. Fox Place
15. Virginia Avenue

RETURN RECORDED DOCUMENT TO:
Deputy City Clerk
1000 City Center Circle
Port Orange, Florida 32129-4144

FRONT PAGE FOR BOND REQUIRED BY SECTION 255.05, F.S.

PAYMENT AND PERFORMANCE BOND

(Public Works)

Notice and Time Limitations Must Be In Accordance
With Section 255.05(2), (8) and (10), Florida Statutes

BOND NO. 106190785

PRINCIPAL:

Developer or Contractor: Halifax Paving, Inc.
Principal Business Address: 814 Hull Road
Ormond Beach, Florida 32174
Contact Person: Thomas Durrance, President
Phone Number: (386) 676-0200

SURETY:

Address: One Tower Square
Hartford, CT 06183

Contact Person: Ben Heil

Phone Number: 407-388-7814

OWNER:

OWNER: City of Port Orange, Florida, a chartered municipal corporation
1000 City Center Circle
Port Orange, Florida 32129-4144
Contact Person: David T. Harden, Interim City Manager
Phone Number: (386) 506-5501

Amount: Part A: \$217,923.33
Part B: \$618,250.33

Description of Work: Asphaltic Concrete and Removal of Existing Surfaces by Milling

Project Location: Halifax Drive (also known as Riverside Drive) and Oak Street, Port Orange, Volusia County, Florida and see Exhibit "A"

Legal Description: Port Orange, Volusia County, Florida
See Exhibit "A"

Front Page

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

Port Orange, Volusia County FL

Street Resurfacing Right-of-Ways:

1. Oak Street (Spruce Creek Road to Ridgewood Avenue)
2. Halifax Drive (Dunlawton Avenue (SR421) to Fleming Avenue)
3. Hidden Lakes (Cross Creek Road to Yorktown Boulevard)
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Joint is West of Swallow Tail Drive.
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9. South Port Drive West
10. South Port Drive South
11. Herbert Street (Nova Road to Clyde Morris Boulevard)
12. Aruna Circle
13. Millucant Circle
14. Fox Place
15. Virginia Avenue

EXHIBIT "A"

Return Recorded Document to:
Records Clerk
1000 City Center Circle
Port Orange, Florida 32129-4144

Asphaltic Concrete and Removal of Existing Surfaces by Milling
Name of Project
City Project No. CC031715 -- Halifax Paving
Bond No. 106190785

Space Reserved for Recording Data

**COMBINATION PAYMENT AND PERFORMANCE BOND
FOR
PUBLIC CONSTRUCTION**

per Section 255.05, Florida Statutes (2012)
Guaranty for Construction of Public Improvements

BY THIS BOND, We, HALIFAX PAVING, INC. as Principal, and Travelers Casualty and Surety Company of America, a Connecticut corporation, as Surety, are bound to CITY OF PORT ORANGE, FLORIDA, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of Eight Hundred Thirty Six Thousand One Hundred Seventy Three and 66/100 DOLLARS (\$836,173.66) for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain Piggyback Agreement having an effective date of April 7, 2015, entered into by and between the Principal and the City, for asphaltic concrete and removal of existing surfaces by milling, hereinafter referred to as the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and
3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract documents; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Notice of Nonpayment and Time Limitations

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.02(2), (8) and (10), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

IN WITNESS WHEREOF, this performance and payment bond is executed in duplicate originals, each of which shall be deemed an original, this 7th day of April, 2015.

Attest:

HALIFAX PAVING, INC.
(Name of Principal)

Amanda Durrance
(As to Corporate Principal) Secretary

By: Thomas Durrance
Thomas Durrance, President

Deeth W. Seiden
(Witness to Principal)

(Corporate Seal)

Travelers Casualty and Surety Company of America
(Surety)

Tyler D. DeBord
(Witness to Surety)

By: Tyler D. DeBord
Name: Tyler D. DeBord
(Attorney-in-Fact)

(Corporate Seal)

NOTE: Date of BOND must not be prior to date of Contract. If Developer/Principal is Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER



TRAVELERS

POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 227137 Certificate No. 005906409

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

M. Decker Youngman III, and Pamela J. Thompson, Ryan Rothrock, Steven P. Farmer, and Tyler D. DeBord

of the City of Daytona Beach State of Florida, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

Any and all consents required by the Department of Transportation, or the Orlando-Orange County Expressway Authority, State of Florida, incident to the release of retained percentages and/or final estimates.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 19th day of May, 2014.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



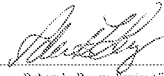








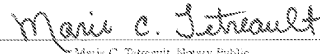
State of Connecticut
City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the 19th day of May, 2014, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.




 Marie C. Tetreault, Notary Public

56440-8-12 Printed in U.S.A.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her, and it is

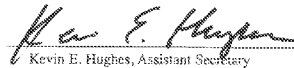
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or undertaking to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 7th day of April, 2015


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-in-Fact number, the above-named individuals and the details of the bond to which the power is attached.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 04/19/2016

Consent item: No

SUBJECT: Change order #1 YMCA

DEPARTMENT: Parks & Recreation

GOAL:

OBJECTIVE:

RECOMMENDED MOTION: Move to approve change order 1 with A.G.Pifer Construction Company, extend the contract time by thirty days and authorize the Mayor and City Clerk to execute the documents as attached.

SUMMARY: On December 8, 2015, City Council approved Phase III renovations to the YMCA, which included renovations of the men's locker room. During the renovation a water leak was detected in the wall coming from the women's locker room. Upon further exploration it has been determined fixing this leak will require taking down much of the walls in the women's locker room as well as the shower pans.

The YMCA requested a renovation to the women's locker room in FY18. Staff is recommending that the shower portion of the women's locker room renovation be accelerated so that while the leak is being fixed, the women's showers will also be renovated to match the same scope as the men's locker room showers. This will avoid re-doing work in the women's showers in FY18, and will cost an additional \$31,721.25 and add 30 days to the project's completion date.

To offset this accelerated project, staff is recommending the replacement of lighting fixtures currently budgeted at \$30,000 in this fiscal year be delayed. New funding for the lighting project will be requested in FY17.

Both the Architect and Facilities Manager have reviewed the scope changes and agree this work is necessary to ensure the integrity of the project.

Staff recommends approval.

Project No.:	Funding Account No.:
QPC066-Lighting	<u>106-1000-572.34-14</u>
QPC060	<u>106-1000-572.63-97</u>

ATTACHMENTS:

1.	Change Order One	change order 1.pdf
----	------------------	--------------------

Lovallo, Susan
Lovallo, Susan

Created/Initiated - 04/11/2016
Approved - 04/11/2016

Riehm, Tracey
Roberts, Margaret
Johansson, M. Jake

Approved - 04/11/2016
Approved - 04/13/2016
Final Approval - 04/14/2016

CHANGE ORDER NO. 1
To City of Port Orange dated March 31, 2016
A.G. PIFER CONSTRUCTION CO. INC., Contractor

Project: Port Orange YMCA Phase III Renovation

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$208,938.00	Original Contract Times Substantial Completion: <u>4/25/16</u> days Final Completion <u>5/25/16</u> days
Net changes from previous Change Order: No. <u>N/A</u> : \$ \$0.00	Changes in contract time from previous Change Orders: No. <u>N/A</u> : <u>0</u> days <u>0</u> days
Contract Price prior to this Change Order: \$208,938.00	Contract Completion Date prior to this Change Order: Final Completion: <u>5/25/16</u> date
Net Increase (decrease) of this Change Order No. <u>1</u> : \$31,721.25	Changes in contract time requested this Change Order No. <u>1</u> : (Requires Council Approval) <u>21</u> days
Contract Price with all approved Change Orders: \$240,659.25	Contract Times with all approved Change Orders: Final Completion: <u>6/15/16</u> date

CHANGES ORDERED:

- I. GENERAL: This Change Order is necessary to cover changes in the work to be performed under the Port Orange YMCA Phase III Renovations Contract entered into by and between the parties on ~~1/06/2016~~. 1/12/16 *A/H*
- II. REQUIRED CHANGES: Please Refer to the attached Scope of Work outlined in Change Order Request #1 (Exhibit A) for a detailed account of items requested in this change order for the amount of \$31,721.25. No goods shall be delivered nor services commenced hereunder until this Change Order has been fully executed by all parties.
- III. JUSTIFICATION: This work is in addition to the original contract for unforeseen conditions. The purpose is renovations to the Port Orange YMCA.
- IV. PAYMENT: Payment for this Change Order shall be made in accordance with the terms of the contract and periodic written Contractor quotes and purchase orders contemplated by this Change Order.

Acknowledgments:

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

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

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

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

RECOMMENDED BY:

Department Project Manager

ACCEPTED BY:

A.G. PIFER CONSTRUCTION CO. INC.
Contractor

By: _____
Printed Name: _____
Title: _____

Date Signed: _____

By: _____
Printed Name: Anthony Gregg Pifer
Title: President

Date Signed: _____

RECOMMENDED BY:

City's Representative

RECOMMENDED BY:

Engineer of Record

By: _____
Printed Name: _____
Title: _____

Date Signed: _____

By: _____
Printed Name: _____
Title: _____

Date Signed: _____

APPROVED BY:
CITY OF PORT ORANGE
Department Head

By: _____
Printed Name: _____
Title: _____

Date Signed: _____

City Manager

By: _____
Printed Name: _____
Title: _____

Date Signed: _____

If Council approval is required:

Affirmed:

By: _____
Printed Name: Allen Green
Title: Mayor

Robin L. Fenwick, CMC, City Clerk

Date Signed: _____

Date Signed: _____



A. G. PIFER CONSTRUCTION CO., INC.

General Contractor License #CGC040437

3629 Old Deland Road

Daytona Beach, FL 32124

(386) 257-4448 • Fax (386) 257-5503

www.agpiferconstruction.com • Email agpcon@bellsouth.net

March 29, 2016

Page #1 of 2

City of Port Orange /Parks and Recreation

4655 City Center Blvd.

Port Orange, Florida 32729

Attention; Susan Lovallo/ David Ogle

RE:

Project # QPC060

Port Orange YMCA Phase III Renovation

4701 City Center Parkway

Port Orange, Florida

Change Order Request #1

The following is a request to utilize contingency funds for the project known as "Port Orange YMCA Phase III, Renovations". These funds have been included in the stated Contract Documents. The following request will **decrease** the amount included in the Contingency Fund and **will increase the contract amount**.

The request is hereby stated:

1. The following scope of work has been requested to repair the water intrusion into a common wall separating the Men's shower area from the women's shower area. Upon multiple inspections it appears that the women's shower separation wall and plumbing fixtures has multiple issues in which a permanent repair is warranted. Water has been observed leaking into the masonry cavities of the masonry block and also "storing" water within the plumbing chase between the men's and women's showers. Attempts to correct the situation was performed by the Tenant, however the leaks still appear on the men's side of the showers. A.G. Pifer Construction Company Inc. has delayed the installation of the tile at the men's shower separation wall due to the water intrusion issue.
The following is a scope of work to renovate the Woman's shower area. The specifications shall adhere to the finishes and products specified for the Men's shower area. The scope of work will be limited to a 17'3" x 9'5" shower area only.
 - a. Verify all existing wall tile is permanently adhered to the existing walls. Remove loose tile and patch over recessed to match adjacent wall tile surface. Clean tile and prepare for a tile over.
 - b. Remove all existing floor tile at each of the five shower stalls, four shower curbs, and the main shower area floor. Prepare concrete slab for new floor tile.
 - c. Remove a portion of the wall tile to expose the existing shower pans at each shower stall. Replace each shower pan with 50 mil vinyl shower pan material. Remove and replace each shower drain for new vinyl shower pan.
 - d. Remove and replace existing shower valves, shower head and related plumbing lines. Provide and install new shower valves for each four stalls and one ADA compliant stall with same products specified for Men's shower area. Patch and repair walls as needed upon completion of the plumbing rough in.
 - e. Remove approximately 179 sq. ft. of plastered ceiling and framing and replace new framing with steel studs and moisture resistant gypsum drywall. Apply finishes as specified for the men's locker room.
 - f. Replace five (5) recessed fluorescent light fixtures at main shower area ceiling. Provide and install one 6" recessed ceiling "can" light, one at each shower stall. Connect new light fixtures to existing switched circuit.
 - g. Prepare each shower stall with required slope and prepare for new shower stall floor tile. Provide and install shower stall floor and wall tile. Tile shall match tile installed at Men's shower stalls.



A. G. PIFER CONSTRUCTION CO., INC.

General Contractor License #CGC040437

3629 Old Deland Road

Daytona Beach, FL 32124

(386) 257-4448 • Fax (386) 257-5503

www.agpiferconstruction.com • Email agpcon@bellsouth.net

March 29 2016

Page #2 of 2

P.O. YMCA

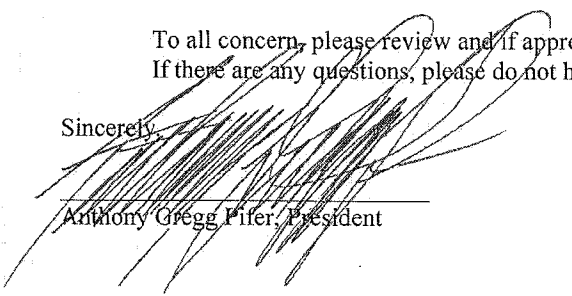
C.O.#1

- h. Provide and install wall tile at each shower stall, stall separation wall ends, each side wall with in the shower area and one 17'4" long wall. Tile design, tile materials and grout shall match tile used at Men's shower stall. Provide and install all ceramic tile base where specified.
- i. Provide and install a 6" wide white marble sill at each standard shower stall. ADA shower stall to have a tile transition strip. Sill to be place on new shower curb. Curb to be constructed with 4" X 4" X 16" masonry concrete block. Install tile base at each side of new curb.
- j. Apply paint to new ceiling with specified paint.
- k. Provide and install the following toilet accessories; 5- heavy duty stainless steel recessed soap dishes, 4- vinyl shower curtains, 1- heavy duty shower curtain for ADA stall, stainless steel shower hooks for each curtain, surface mounted towel bar, 1- two wall grab bar, folding shower seat, and 1- stainless steel Hook Strip. All accessories are manufactured by Bobrick and will match accessories specified for the men's showers.
- l. Remove all debris generated by the aforementioned scope of work.
- m. Clean all tile and surrounding area for use.

Total cost for this change order request #1 is..... \$31,721.25

To all concern, please review and if approved please send proper documentation for commencement.
If there are any questions, please do not hesitate to contact me at 386-257-4448.

Sincerely,


Anthony Gregg Pifer, President



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 04/19/2016

Consent item: Yes

SUBJECT: Proposed License Agreement – Lot 10, Countryside PUD, Unit XII - B Subdivision; 3918 Oak Crest Circle

DEPARTMENT: Community Development

GOAL: 2 - Quality of Life

OBJECTIVE: N/A

RECOMMENDED MOTION: Move to authorize the Mayor and City Clerk to act on behalf of the City to execute a License Agreement for Lot 10, Countryside PUD, Unit XII - B Subdivision.

SUMMARY: Staff has received a right-of-way License Agreement application for a portion of the Oak Crest Circle right-of-way frontage of Lot 10 of the Countryside PUD, Unit XII - B Subdivision. Daniel Haley, the property owner, has made this application in connection with a proposal to reconstruct the existing right-of-way driveway apron and the included portion of sidewalk with decorative pavers. A building permit application has been submitted for the proposal.

The applicant has been advised of applicable requirements and the License Agreement review process. The license agreement has the effect of requiring the property owner to maintain and if necessary, replace these improvements per the accepted standard construction requirements of the City. Further, should the property owner fail to abide by this requirement, it provides the City with the ability to take necessary corrective actions at the expense of the property owner. City liability concerns are addressed by an indemnity statement in the License Agreement document. The property owner executed the original License Agreement document prior to the City Council meeting.

The License Agreement application has been reviewed for completeness and accuracy. City staff has reviewed the application and the area has been inspected with respect to City Codes and possible effects to adjacent properties resulting in no concerns.

Project Funding Account
No.: No.:

ATTACHMENTS:

1.	License Agreement	License Agreement - Haley.pdf
2.	aerial	csde12b2aerial.pdf
3.	location map	csde12b2location.pdf
4.	home owner association approval	csde12b2hoa.pdf

Glor, Chip
Clark, Wayne
Roberts, Margaret
Johansson, M. Jake

Created/Initiated - 03/30/2016
Approved - 03/30/2016
Approved - 04/13/2016
Final Approval - 04/14/2016

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

This Document Prepared by:

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

Parcel No.: 6308-23-00-0100

This Space Reserved for Recording Data

LICENSE AGREEMENT

THIS **LICENSE AGREEMENT** is made and entered into this ____ day of _____, 2016, by and between the City of Port Orange, Florida, a chartered municipal corporation ("City"), 1000 City Center Circle, Port Orange, FL 32129, ("Licensor"); Daniel H. Haley, a married man, whose mailing address is 3918 Oak Crest Circle, Port Orange, FL, 32129 ("Licensee").

PREMISES

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

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

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

Countryside subdivision, recorded in Map Book 43, Page 86, Public Records of Volusia County, Florida, hereinafter the "Subject Property", described on **Exhibit "B;"**; and

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

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

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

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

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

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

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

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

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

8. Any party may terminate this License Agreement upon giving thirty (30) days prior written notice to the other party, after which time this License Agreement shall be of no force and effect. Upon termination by any party, the City shall have the option of requiring all Improvements to be removed or abandoned in place by the Licensee or maintained in their present state by the City and without further right or obligation by the Licensee. If the Licensee terminates this Agreement or otherwise fails to remain in good standing and in compliance with this Agreement, the City may maintain and repair the Improvements and the City shall not be obligated to either maintain or repair the Improvements and the City shall not be liable for either undertaking or failing to maintain or repair the Improvements. All costs and expenses of the City resulting from maintenance or repair of the Improvements, including administrative

expenses, attorney's fees and costs, and expenses incurred in establishing and operating a special district, shall be chargeable to and assessed by the City jointly and severally against all

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

9. This License is given to the Licensee as an accommodation to the Licensee without any consideration. The Licensee acknowledges the legal title of the City to the right-of-way property described herein and agrees never to deny such title or to claim title in the Licensee's name.

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

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

12. All notices required to be given by any party shall be in writing, addressed to all other parties, and delivered by certified mail, telegram or in person to: City Manager, City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129, for the City; and Daniel H. Haley, 3918 Oak Crest Circle, Port Orange, FL 32129 for the Licensee, or as otherwise designated in writing to all respective parties.

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

14. This License Agreement constitutes the entire agreement between the parties. There are no further or other agreements or understandings, written or oral, in effect between the parties, relating to the subject matter hereof. This License Agreement may be amended or modified only by an instrument of equal formality signed by the respective parties.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

WITNESSES:

LICENSOR:

Printed Name: _____

CITY OF PORT ORANGE, FLORIDA
a chartered municipal corporation

Printed Name: _____

By: _____
Allen Green, Mayor

Printed Name: _____

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

Printed Name: _____

(SEAL)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by Allen Green, as Mayor of the City of Port Orange, Florida, who acknowledged that he is duly authorized to execute the foregoing LICENSE AGREEMENT on behalf of the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation, and who ☐ is personally known to me, or ☐ has produced _____ as identification.

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

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by Robin L. Fenwick, as the City Clerk of the City of Port Orange, Florida, who acknowledged that she is duly authorized to execute the foregoing LICENSE AGREEMENT on behalf of the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation, and who ☐ is personally known to me, or ☐ has produced _____ as identification.

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

WITNESSES:

LICENSEE:

Printed Name: _____

Daniel H. Haley

Printed Name: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by Daniel H. Haley, who is authorized to execute the foregoing LICENSE AGREEMENT, and who ☐ is personally known to me, or ☐ has produced _____ as identification.

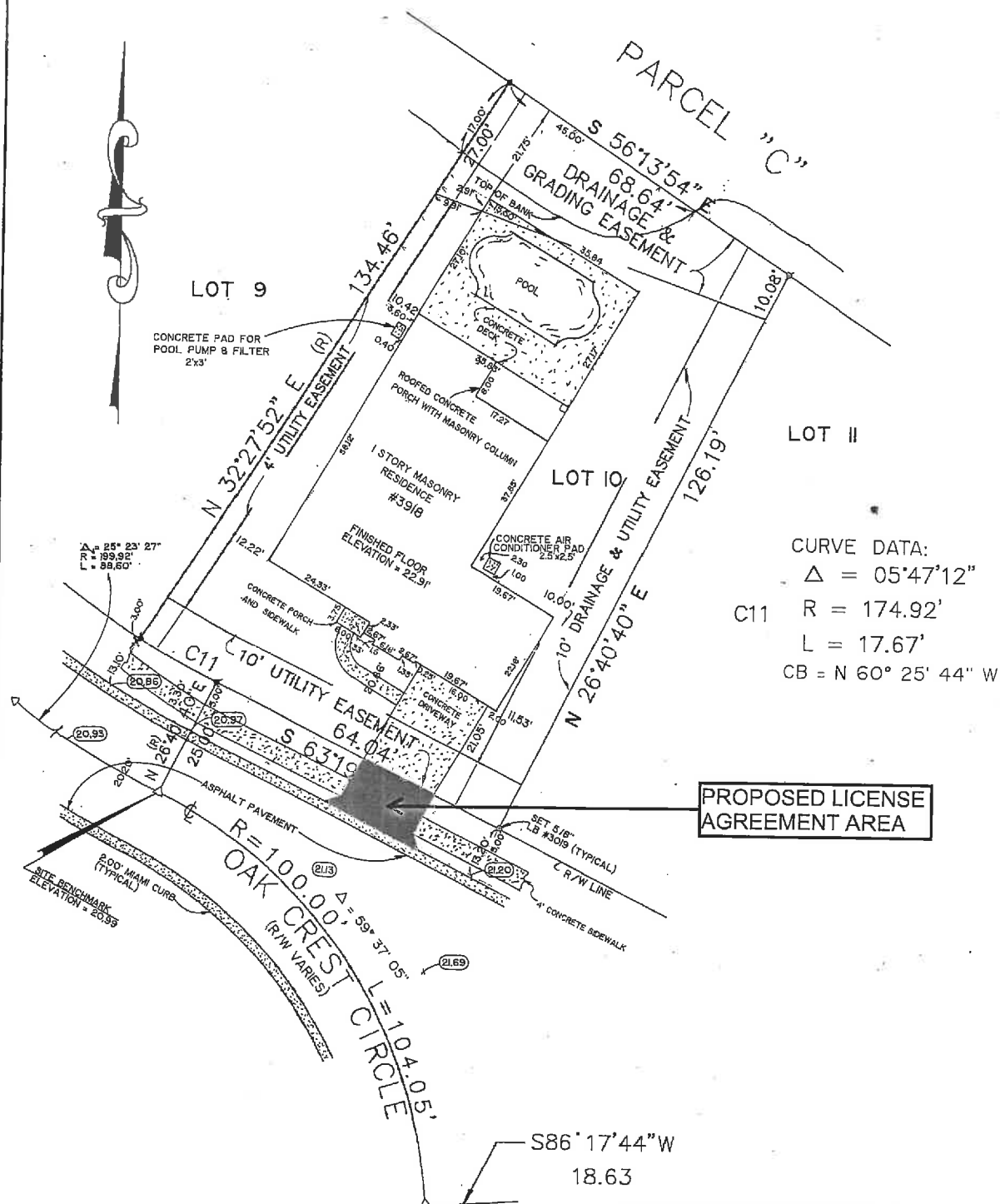
Notary Public, State of Florida at Large
Printed name, commission and expiration:

EXHIBIT "A"

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS

MAIN OFFICE:
3921 SOUTH NOVA ROAD
PORT ORANGE, FL. 32127
(904) 761-5385

PALM COAST OFFICE:
1 FLORIDA PARK DR., SUITE 322
PALM COAST, FL. 32037
(904) 439-5603



FOR: INTERVEST CONSTRUCTION, INC.

DESCRIPTION: LOT 10, COUNTRYSIDE PUD UNIT XII B, AS RECORDED IN MAP BOOK 43, PAGE 86;
OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

ABBREVIATIONS

A/C	AIR CONDITIONER
R/W	RIGHT OF WAY
E	CENTERLINE
Δ	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
FP&L CO.	FLORIDA POWER & LIGHT COMPANY
N.G.V.D.	NATIONAL GEODETIC VERTICAL DATUM
U.S.C. & G.S.	UNITED STATES COAST AND GEODETIC SURVEY

SHEET 1 OF 2

LEGEND

- IRON ROD WITH CAP
- IRON PIPE
- CONCRETE MONUMENT
- PERMANENT REFERENCE MONUMENT
- △ PERMANENT CONTROL POINT
- (R) RADIAL LINE
- (NR) NON-RADIAL LINE
- EXISTING ELEVATION
- PROPOSED ELEVATION



Application for Driveway Pavers

Homeowner Name: Daniel Haley

Paver Manufacturer: Tremron

Paver Style: Old Town 3PC

Paver Color: Sierra

Paver Pattern: Random

Paver Border: Soldier Course

Paver Min. Compaction Strength: 7200 PSI

Paver Bedding and Joint Filler: Crushed Concrete Base DOT White Sand

Paver Base Material, Thickness, & Compaction Requirement: Same Material as above, 4" to 6", compacted to 97%

Paver Subgrade Compaction Requirement: 97%



Old Town 3PC Pavers

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

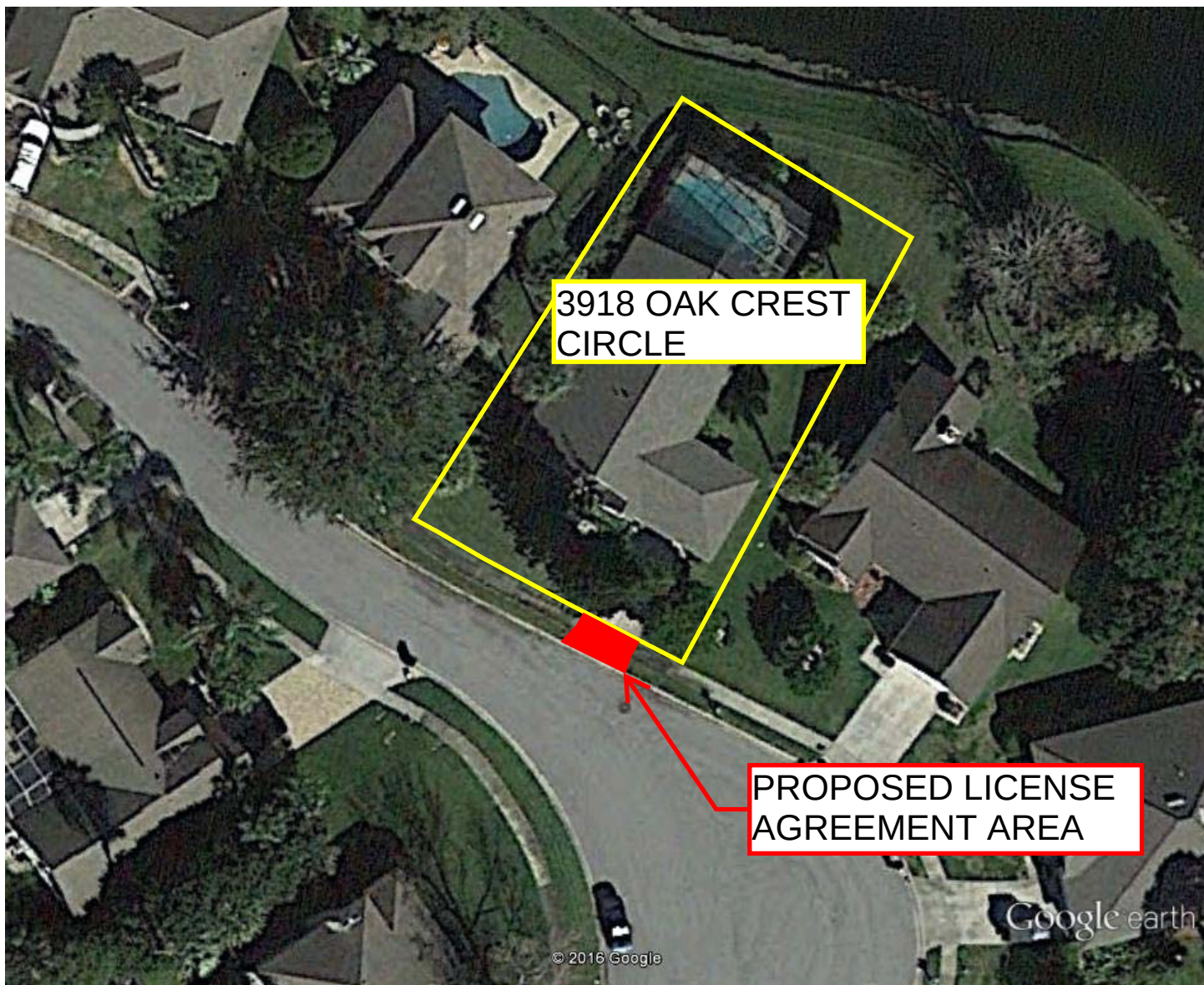
- ✓ Dimensions: 6" x 12" x 2" (6" x 12" x 2")
- ✓ 124 Square Feet per 1000 Pavers
- ✓ Standard Finish Available on 12" x 18" Pavers



EXHIBIT "B"

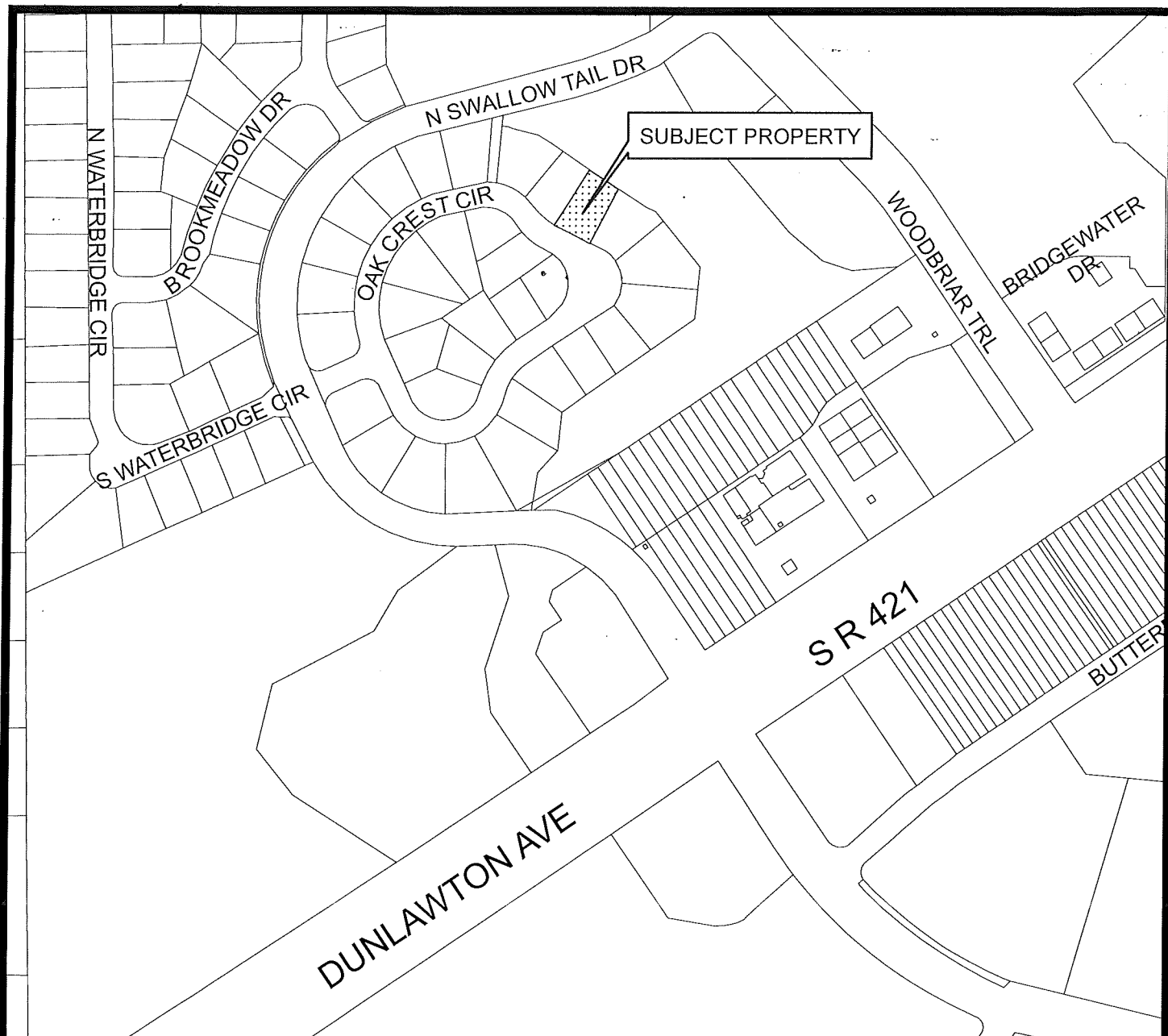
Legal Description

Lot 10, Countryside PUD, Unit XII-B Subdivision, as per the plat thereof, recorded in Map Book 43, Page 86, Public Records of Volusia County, Florida.



Google earth





Case No.: 16-97500002

Applicant: Daniel H. Haley, property owner

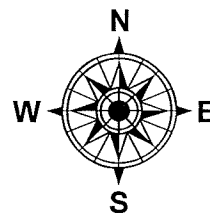
Location: Lot 10, Countryside PUD, Unit XII - B
Subdivision; 3918 Oak Crest Circle

Requested Action: To approve and authorize the execution of a right-of-way license agreement for the construction of a decorative paver driveway apron and the included portion of sidewalk in the Oak Crest Circle right-of-way



Location Map CITY OF PORT ORANGE

DEPARTMENT OF COMMUNITY DEVELOPMENT



16

COUNTRYSIDE P.U.D. HOA

R.A.R.C. APPLICATION—EXTERIOR CHANGES & REPAIRS

Unit: XII B Mini-Association: WATER BRIDGE
 Lot#: X2 10

Homeowner: Daniel Haley Date: 02/25/2016

Address: 3918 OAK CREST CIR PORT ORANGE 32129 Telephone: 386-562-3738 257-3332

PROPOSED WORK: (Paint/Repair/Change): Describe with sketches, drawings, site plan with setbacks if adding structure or fence, landscape plans, trees to be removed and reasons. Also, describe material changes & provide color samples. Reverse side may be used for sketches and additional descriptions. You may need to submit your survey for some of the above work.

Paver Driveway with walkway and front porch

Old town Sierra

Tan & Cream

Work to be performed by: () Owner OR (X) Contractor: Curb Appeal Hardscaping LLC

MINI-ASSOCIATION APPROVAL/DISAPPROVAL

Mini-Assn. Representative: APPROVED (✓) Date: 3/7/16
John Roes DISAPPROVED () Date: _____
 Signature: _____ Comments: _____

R.A.R.C. MEMBERS
 APPROVED: (✓) R.A.R.C. CHAIRPERSON: John J. Webb
 DISAPPROVED: () R.A.R.C. CHAIRPERSON: _____
R.A.R.C. MEMBERS:

Shirley Johnson Robert A. Webb
Jan F. Johnson Quinn G. Webb

Comments: _____

No parking on street overnight or in grassy areas

Homeowners/Contractors are responsible for obtaining applicable City Permits. R.A.R.C. approval of the work described above does not take precedence over applicable City, County or State Building Codes & Regulations. The approval is valid for six (6) months. If you do not begin the work within the six months time, you must resubmit an application for the work to be approved.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 04/19/2016

Consent item: Yes

SUBJECT: Proposed License Agreement – Lot 12, Countryside PUD, Unit XII - B Subdivision; 3922 Oak Crest Circle

DEPARTMENT: Community Development

GOAL: 2 - Quality of Life

OBJECTIVE: N/A

RECOMMENDED MOTION: Move to authorize the Mayor and City Clerk to act on behalf of the City to execute a License Agreement for Lot 12, Countryside PUD, Unit XII - B Subdivision.

SUMMARY: Staff has received a right-of-way License Agreement application for a portion of the Oak Crest Circle right-of-way frontage of Lot 12 of the Countryside PUD, Unit XII - B Subdivision. Carole Canosa, the property owner, has made this application in connection with a proposal to reconstruct the existing right-of-way driveway apron and the included portion of sidewalk with decorative pavers. A building permit application has been submitted for the proposal.

The applicant has been advised of applicable requirements and the License Agreement review process. The license agreement has the effect of requiring the property owner to maintain and if necessary, replace these improvements per the accepted standard construction requirements of the City. Further, should the property owner fail to abide by this requirement, it provides the City with the ability to take necessary corrective actions at the expense of the property owner. City liability concerns are addressed by an indemnity statement in the License Agreement document. The property owner executed the original License Agreement document prior to the City Council meeting.

The License Agreement application has been reviewed for completeness and accuracy. City staff has reviewed the application and the area has been inspected with respect to City Codes and possible effects to adjacent properties resulting in no concerns.

Project Funding Account
No.: No.:

ATTACHMENTS:

1.	License Agreement	License Agreement.pdf
2.	aerial	csde12b3aerial.pdf
3.	location map	csde12b3location.pdf
4.	homeowner association approval	csde12b3hoa.pdf

Glor, Chip
Clark, Wayne
Roberts, Margaret
Johansson, M. Jake

Created/Initiated - 03/30/2016
Approved - 03/30/2016
Approved - 04/13/2016
Final Approval - 04/14/2016

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

This Document Prepared by:

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

Parcel No.: 6308-23-00-0120

This Space Reserved for Recording Data

LICENSE AGREEMENT

THIS **LICENSE AGREEMENT** is made and entered into this ____ day of _____, 2016, by and between the City of Port Orange, Florida, a chartered municipal corporation ("City"), 1000 City Center Circle, Port Orange, FL 32129, ("Licensor"); Carole Canosa, a married woman, whose mailing address is 3922 Oak Crest Circle, Port Orange, FL 32129, ("Licensee").

PREMISES

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

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

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

Countryside subdivision, recorded in Map Book 43 Page 86, Public Records of Volusia County, Florida, hereinafter the "Subject Property", described on **Exhibit "B;"**; and

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

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

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

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

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

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

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

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

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

8. Any party may terminate this License Agreement upon giving thirty (30) days prior written notice to the other party, after which time this License Agreement shall be of no force and effect. Upon termination by any party, the City shall have the option of requiring all Improvements to be removed or abandoned in place by the Licensee or maintained in their present state by the City and without further right or obligation by the Licensee. If the Licensee terminates this Agreement or otherwise fails to remain in good standing and in compliance with this Agreement, the City may maintain and repair the Improvements and the City shall not be obligated to either maintain or repair the Improvements and the City shall not be liable for either undertaking or failing to maintain or repair the Improvements. All costs and expenses of the City resulting from maintenance or repair of the Improvements, including administrative expenses, attorney's fees and costs, and expenses incurred in establishing and operating a special district, shall be chargeable to and assessed by the City jointly and severally against all

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

9. This License is given to the Licensee as an accommodation to the Licensee without any consideration. The Licensee acknowledges the legal title of the City to the right-of-way property described herein and agrees never to deny such title or to claim title in the Licensee's name.

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

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

12. All notices required to be given by any party shall be in writing, addressed to all other parties, and delivered by certified mail, telegram or in person to: City Manager, City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129, for the City; and Carole Canosa, 3922 Oak Crest Circle, Port Orange, FL 32129, for the Licensee, or as otherwise designated in writing to all respective parties.

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

14. This License Agreement constitutes the entire agreement between the parties. There are no further or other agreements or understandings, written or oral, in effect between the parties, relating to the subject matter hereof. This License Agreement may be amended or modified only by an instrument of equal formality signed by the respective parties.

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

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

WITNESSES:

Printed Name: _____

Printed Name: _____

Printed Name: _____

Printed Name: _____

LICENSOR:

CITY OF PORT ORANGE, FLORIDA
a chartered municipal corporation

By: _____
Allen Green, Mayor

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

(SEAL)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Allen Green, as Mayor of the City of Port Orange, Florida, who acknowledged that he is duly authorized to execute the foregoing LICENSE AGREEMENT on behalf of the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation, and who ☐ is personally known to me, or ☐ has produced _____ as identification.

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

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Robin L. Fenwick, as the City Clerk of the City of Port Orange, Florida, who acknowledged that she is duly authorized to execute the foregoing LICENSE AGREEMENT on behalf of the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation, and who ☐ is personally known to me, or ☐ has produced _____ as identification.

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

WITNESSES:

LICENSEE:

Printed Name: _____

Carole Canosa

Printed Name: _____

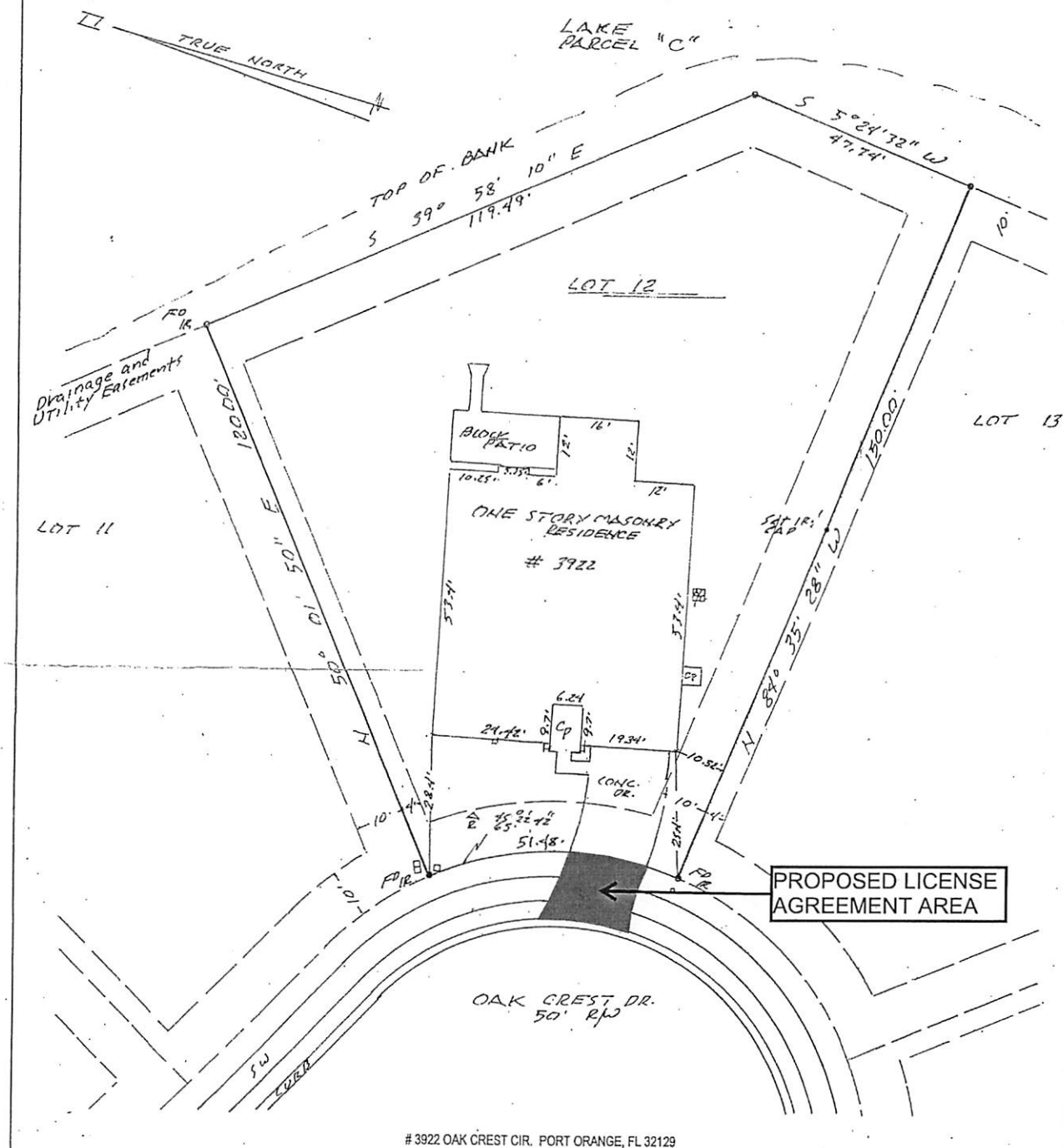
STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, Carole Canosa, who is authorized to execute the foregoing LICENSE AGREEMENT, and who ☐ is personally known to me, or ☐ has produced _____ as identification.

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

LEGAL DESCRIPTION

LOT 12, COUNTRYSIDE P U D UNIT XII B, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN MAP BOOK 43, PAGE 86, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.



1.LEGAL DESCRIPTION PROVIDED BY CLIENT.

3. NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN ON THIS PLAT OF SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

4.DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.

5.ELEVATIONS IF SHOWN REFER TO NGVD 1929 DATUM.

6 NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS LOCATED EXCEPT AS SHOWN.

7. THIS PROPERTY IS LOCATED IN FLOOD ZONE: * X * F.I.R.M. 12127C0369 * G * 120313 4-15-02

AC AIR CONDITIONER

AC	AIR CONDITIONER	CM	CONCRETE MOUNT	FF	FIRE HYDRANT	MHE	MANHOLE ELECTRIC	POR	POINT OF REFERENCE	SP	SCREENED PORCH	WM	WATER METER
CB	CATCH BASIN	CONC	CONCRETE	FT	FL FLOW TRANSFORMER	INTS	NOT TO SCALE	PP	POWER POLE	SNW	SIDEWALK	WV	WATER VALVE
CL	CENTER LINE	CP	CONCRETE PAD	IP	IRON PIPE	CHP	OVERHEAD POWER	R	RADIAL LINE	TEL	TELEPHONE		
CLF4	CHAIN LINK FENCE 4FT.	D	DEED	IR	IRON ROD	P	PLAT	R/W	RIGHT OF WAY	TV	TELEVISION		
CLF6	CHAIN LINK FENCE 6FT.	FD	FIND	M	MEASURED DISTANCE	POB	POINT OF BEGINNING	SMH	SANITATION MANHOLE	WFS	WOODEN FENCE 6 FT.		

CERTIFIED TO: (1) OWNER: CAROL CANOSA

TYPE OF SURVEY	DATE	REMARKS

BOUNDARY 2-04-14

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL SEAL OF A LICENSED FLORIDA SURVEYOR.

JOB NO. 14874 SCALE 1"=20' DRAWN BY CP CREW CP COUNTY CODE 127 SHEET NO. 1051

CLYDE H RODGERS, PSM #329



Application for Driveway Pavers

Homeowner Name: Carol Lavost

Paver Manufacturer: Tremron

Paver Style: Mega

Paver Color: SIERRA

Paver Pattern: Random

Paver Border: Solid PK/w/ same & sizes

Paver Min. Compaction Strength: 7200 PSI

Paver Bedding and Joint Filler: Crushed Concrete Base DOT White Sand

Paver Base Material, Thickness, & Compaction Requirement: Same Material as above, 4" to 6", compacted to 97%

Paver Subgrade Compaction Requirement: 97%



Mega Olde Towne Pavers

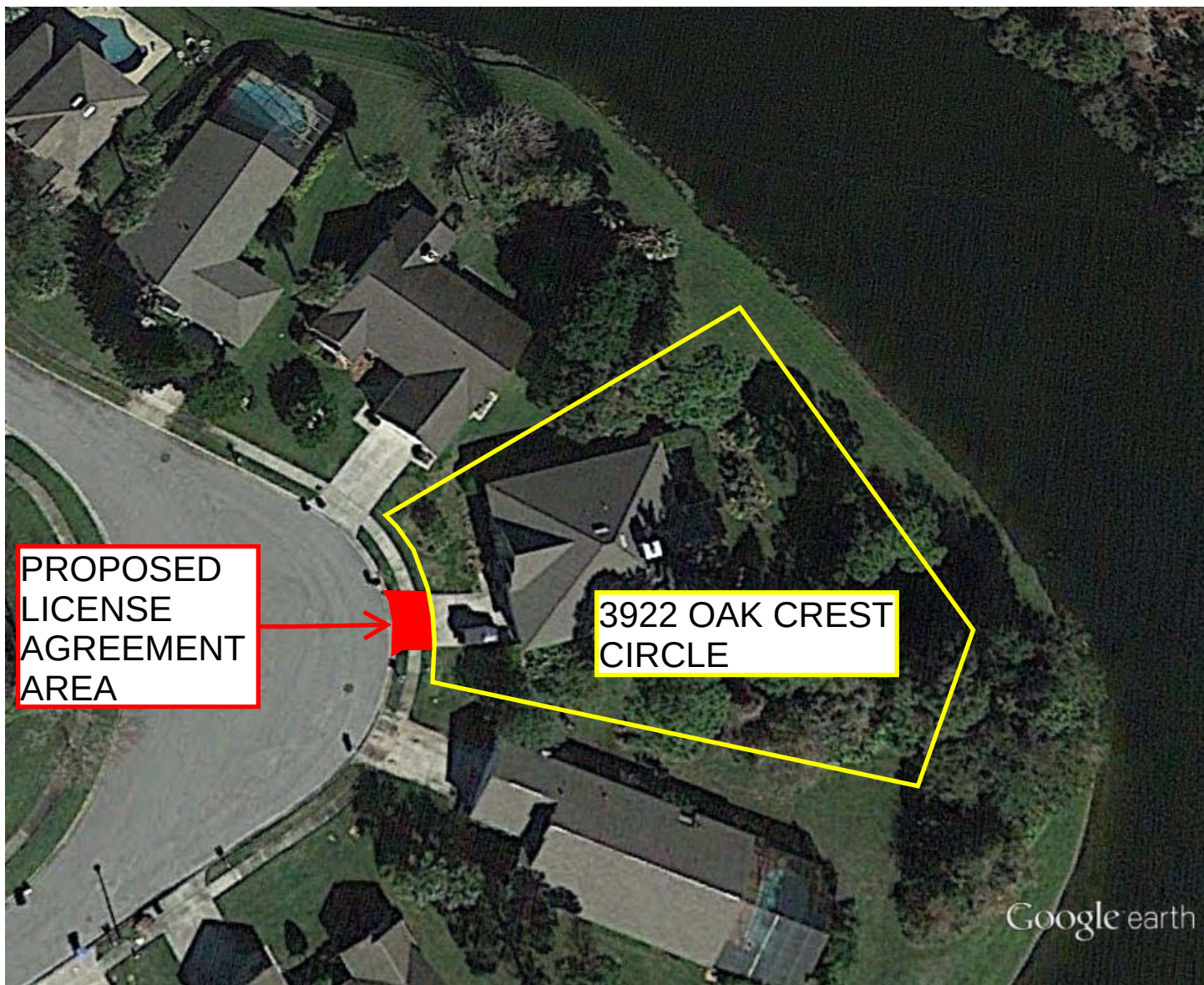
Full size pavers are an excellent choice for driveways, patios, pool decks, walkways and pathways.

- ✓ Dimensions: 6"x12", 8"x12", 12"x12"
- ✓ Sold in Full Cycles Only
- ✓ Standard Finish Available on 1", 2 1/2" & 3 1/2" Pavers

EXHIBIT "B"

Legal Description

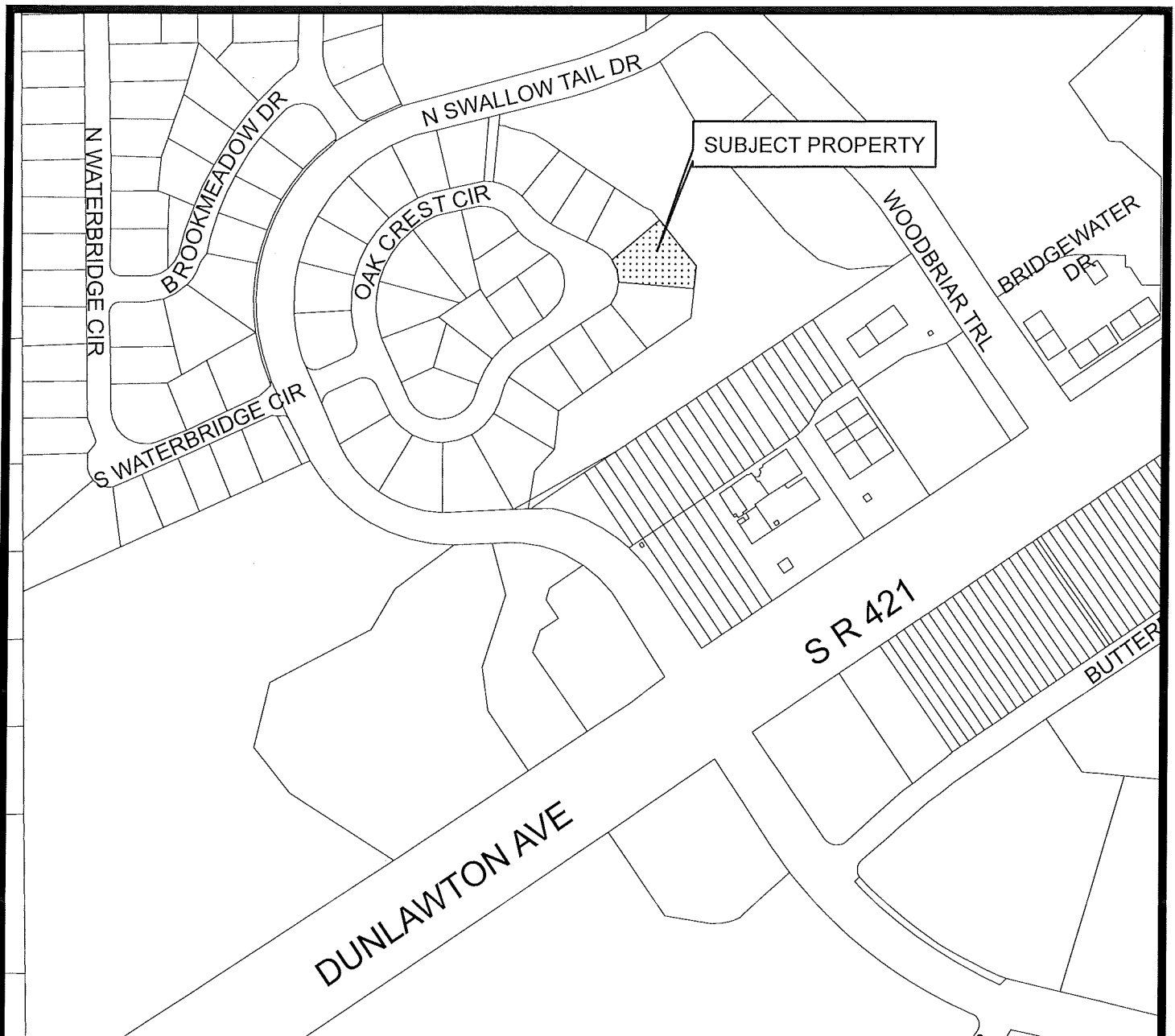
Lot 12, Countryside PUD, Unit XII-B Subdivision, as per the plat thereof, recorded in Map Book 43, Page 86, Public Records of Volusia County, Florida.



Google earth

feet 100
meters 50





Case No.: 16-97500003

Applicant: Carole Canosa, property owner

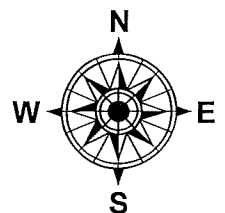
Location: Lot 12, Countryside PUD, Unit XII - B
Subdivision; 3922 Oak Crest Circle

Requested Action: To approve and authorize the execution of a right-of-way license agreement for the construction of a decorative paver driveway apron and the included portion of sidewalk in the Oak Crest Circle right-of-way



Location Map
CITY OF PORT ORANGE

DEPARTMENT OF COMMUNITY DEVELOPMENT



14

COUNTRYSIDE P.U.D. HOA

R.A.R.C. APPLICATION—EXTERIOR CHANGES & REPAIRS

Unit: XII B Mini-Association: WATERBRIDGE

Lot#: 12

Homeowner: Carol Canosa Date: 02/24/2016

Address: 3922 OAK CREST CIR PORT ORANGE 32129 Telephone: 386-562-3738 ⁷⁶⁷⁻⁷⁶⁹²

PROPOSED WORK: (Paint/Repair/Change): Describe with sketches, drawings, site plan with setbacks if adding structure or fence, landscape plans, trees to be removed and reasons. Also, describe material changes & provide color samples. Reverse side may be used for sketches and additional descriptions. You may need to submit your survey for some of the above work.

Paver Driveway with walkway and front porch

Stucco (Color)
TAN + Cream mix!!

Work to be performed by: () Owner OR (X) Contractor: Curb Appeal Hardscaping LLC

MINI-ASSOCIATION APPROVAL/DISAPPROVAL

Mini-Assn. Representative: APPROVED (X) Date: 3/7/16

Signature: Joan Ross DISAPPROVED () Date: _____
Comments: _____

R.A.R.C. MEMBERS

APPROVED: (X) R.A.R.C. CHAIRPERSON: John Watts

DISAPPROVED: () R.A.R.C. CHAIRPERSON: _____

R.A.R.C. MEMBERS:

Shirley Johnson Robert A. Hensel
Jan Fisk Carol Fisk

Comments: _____

No parking on the street or grassy areas overnight

Homeowners/Contractors are responsible for obtaining applicable City Permits. R.A.R.C. approval of the work described above does not take precedence over applicable City, County or State Building Codes & Regulations. The approval is valid for six (6) months. If you do not begin the work within the six months time, you must resubmit an application for the work to be approved.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 04/19/2016

Consent item: Yes

SUBJECT: Proposed License Agreement – Lot 22, Countryside PUD, Unit XII - B Subdivision; 3942 Oak Crest Circle

DEPARTMENT: Community Development

GOAL: 2 - Quality of Life

OBJECTIVE: N/A

RECOMMENDED MOTION: Move to authorize the Mayor and City Clerk to act on behalf of the City to execute a License Agreement for Lot 22, Countryside PUD, Unit XII - B Subdivision.

SUMMARY: Staff has received a right-of-way License Agreement application for a portion of the Oak Crest Circle right-of-way frontage of Lot 22 of the Countryside PUD, Unit XII - B Subdivision. Frank and Darlene Mason, the property owners, have made this application in connection with a proposal to reconstruct the existing right-of-way driveway apron and the included portion of sidewalk with decorative pavers. A building permit application has been submitted for the proposal.

The applicants have been advised of applicable requirements and the License Agreement review process. The license agreement has the effect of requiring the property owners to maintain and if necessary, replace these improvements per the accepted standard construction requirements of the City. Further, should the property owners fail to abide by this requirement, it provides the City with the ability to take necessary corrective actions at the expense of the property owners. City liability concerns are addressed by an indemnity statement in the License Agreement document. The property owners executed the original License Agreement document prior to the City Council meeting.

The License Agreement application has been reviewed for completeness and accuracy. City staff has reviewed the application and the area has been inspected with respect to City Codes and possible effects to adjacent properties resulting in no concerns.

Project Funding Account
No.: No.:

ATTACHMENTS:

1.	License Agreement	License Agreement.pdf
2.	aerial	csde12b5aerial.pdf
3.	location map	csde12b5location.pdf
4.	homeowner association approval	csde12b5hoa.pdf

Glor, Chip
Clark, Wayne
Roberts, Margaret
Johansson, M. Jake

Created/Initiated - 03/30/2016
Approved - 03/30/2016
Approved - 04/13/2016
Final Approval - 04/14/2016

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

This Document Prepared by:

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

Parcel No.: 6308-23-00-0220

This Space Reserved for Recording Data

LICENSE AGREEMENT

THIS **LICENSE AGREEMENT** is made and entered into this ____ day of _____, 2016, by and between the City of Port Orange, Florida, a chartered municipal corporation ("City"), 1000 City Center Circle, Port Orange, FL 32129, ("Licensor"); and Frank M. Mason and Darlene M. Mason, his wife, whose mailing address is 3942 Oak Crest Circle, Port Orange, FL 32129, ("Licensees").

PREMISES

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

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

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

WHEREAS, the Licensees are the owners of real property located in the Countryside subdivision, recorded in Map Book 43, Page 86, Public Records of Volusia County, Florida, hereinafter the "Subject Property", described on **Exhibit "B;"** and

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

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

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

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

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

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

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

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

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

8. Any party may terminate this License Agreement upon giving thirty (30) days prior written notice to the other party, after which time this License Agreement shall be of no force and effect. Upon termination by any party, the City shall have the option of requiring all Improvements to be removed or abandoned in place by the Licensees or maintained in their present state by the City and without further right or obligation by the Licensees. If the Licensees terminate this Agreement or otherwise fail to remain in good standing and in compliance with this Agreement, the City may maintain and repair the Improvements and the City shall not be obligated to either maintain or repair the Improvements and the City shall not be liable for either undertaking or failing to maintain or repair the Improvements. All costs and expenses of the City resulting from maintenance or repair of the Improvements, including administrative expenses, attorney's fees and costs, and expenses incurred in establishing and

operating a special district, shall be chargeable to and assessed by the City jointly and severally against all lots located within the development, subdivision or project located within the property described in **Exhibit "B"**. The City shall have the right to enforce collection of assessments for such costs and expenses by a lien jointly and severally against the lots, which lien shall include interest at the then highest lawful rate of interest and attorneys' fees and costs for collection thereof. The City shall have the right to establish a special district and to utilize any methods or procedures provided by law or ordinance for imposition and collection of the assessments described herein.

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

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

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

12. All notices required to be given by any party shall be in writing, addressed to all other parties, and delivered by certified mail, telegram or in person to: City Manager, City of Port Orange, 1000 City Center Circle, Port Orange, 32129, for the City; and to Frank M. Mason and Darlene M. Mason, 3942 Oak Crest Circle, Port Orange, Florida 32129, for the Licensees, or as otherwise designated in writing to all respective parties.

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

14. This License Agreement constitutes the entire agreement between the parties. There are no further or other agreements or understandings, written or oral, in effect between the parties, relating to the subject matter hereof. This License Agreement may be amended or modified only by an instrument of equal formality signed by the respective parties.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

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

WITNESSES:

LICENSOR:

Printed Name: _____

CITY OF PORT ORANGE, FLORIDA
a chartered municipal corporation

Printed Name: _____

By: _____
Allen Green, Mayor

Printed Name: _____

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

Printed Name: _____

(SEAL)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Allen Green, as Mayor of the City of Port Orange, Florida, who acknowledged that he is duly authorized to execute the foregoing LICENSE AGREEMENT on behalf of the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation, and who ☐ is personally known to me, or ☐ has produced _____ as identification.

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

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Robin L. Fenwick, as the City Clerk of the City of Port Orange, Florida, who acknowledged that she is duly authorized to execute the foregoing LICENSE AGREEMENT on behalf of the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation, and who ☐ is personally known to me, or ☐ has produced _____ as identification.

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

WITNESSES:

LICENSEES:

Printed Name: _____

Frank M. Mason

Printed Name: _____

Printed Name: _____

Darlene M. Mason

Printed Name: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, Frank M. Mason, who is authorized to execute the foregoing LICENSE AGREEMENT, and who ☐ is personally known to me, or ☐ has produced _____ as identification.

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

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, Darlene M. Mason, who is authorized to execute the foregoing LICENSE AGREEMENT, and who ☐ is personally known to me, or ☐ has produced _____ as identification.

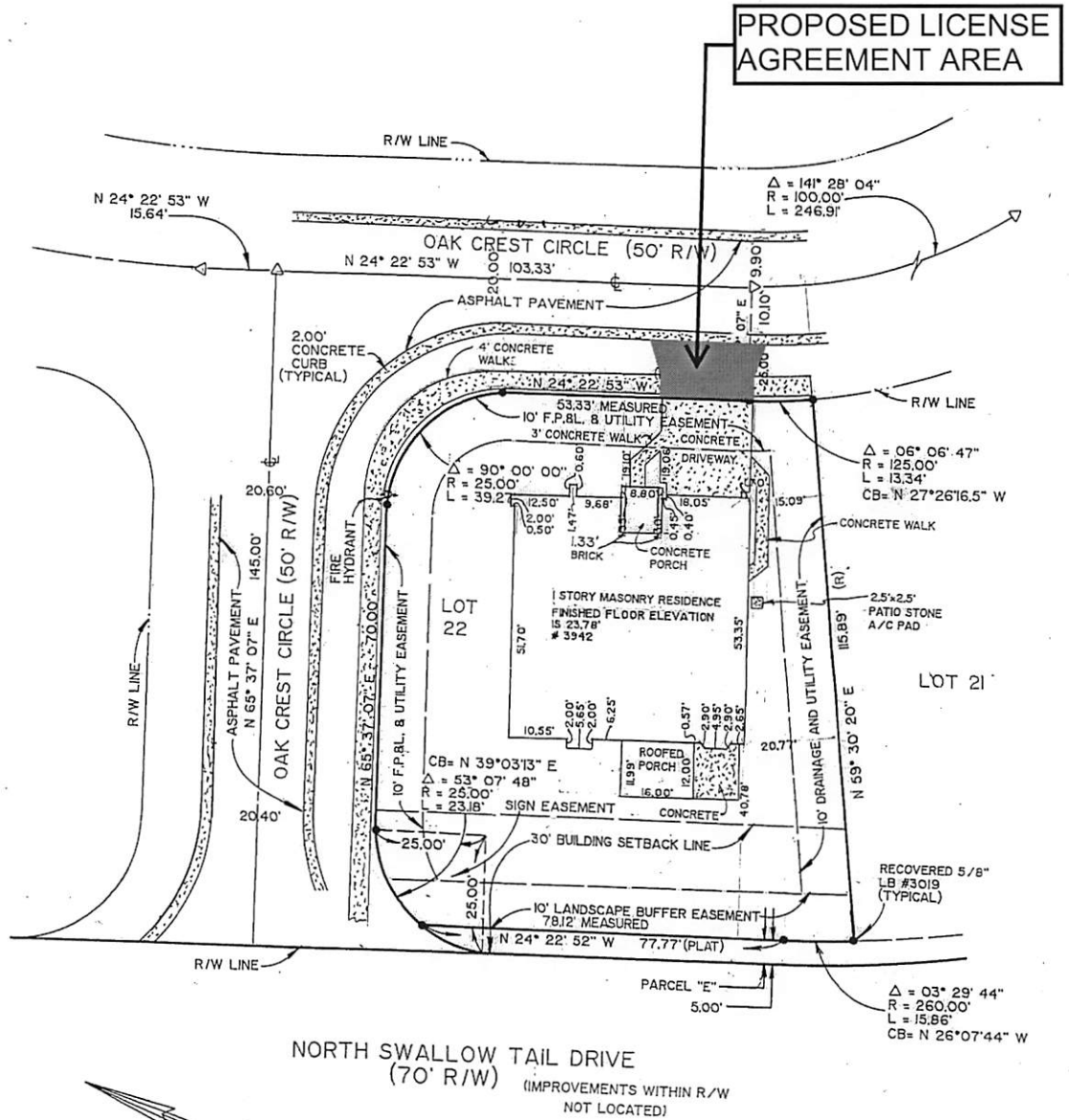
Notary Public, State of Florida at Large
Printed name, commission and expiration:



EXHIBIT "A"

SLIGER & ASSOCIATES, INC. PROFESSIONAL LAND SURVEYORS

MAIN OFFICE:
3921 SOUTH NOVA ROAD
PORT ORANGE, FL. 32127
(904) 761-5385



FOR: INTERVEST CONSTRUCTION, INC.

DESCRIPTION: LOT 22, COUNTRYSIDE P.U.D. UNIT XII-B, AS RECORDED IN MAP BOOK
43, PAGE 86, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA

SCALE 1" = 30' FIELD BOOK 558 PAGE 74

ABBREVIATIONS

A/C AIR CONDITIONER
R/W RIGHT OF WAY
C CENTERLINE
Δ CENTRAL ANGLE
R RADIUS
L ARC LENGTH
CB CHORD BEARING
FP&L CO. FLORIDA POWER & LIGHT COMPANY
N.G.V.D. NATIONAL GEODETIC VERTICAL DATUM
U.S.C. & G.S. UNITED STATES COAST AND GEODETIC SURVEY

SHEET 1 OF 2

LEGEND

- IRON ROD WITH CAP
- IRON PIPE
- CONCRETE MONUMENT
- PERMANENT REFERENCE MONUMENT
- Δ PERMANENT CONTROL POINT
- (R) RADIAL LINE
- (NR) NON-RADIAL LINE
- EXISTING ELEVATION
- PROPOSED ELEVATION



Application for Driveway Pavers

Homeowner Name: Frank Mason

Paver Manufacturer: Tremron

Paver Style: Mega Old town

Paver Color: Autumn Blend

Paver Pattern: Random

Paver Border: Autumn Blend mega old town

Paver Min. Compaction Strength: 7200 PSI

Paver Bedding and Joint Filler: Crushed Concrete Base DOT White Sand

Paver Base Material, Thickness, & Compaction Requirement: Same Material as above, 4" to 6", compacted to 97%

Paver Subgrade Compaction Requirement: 97%



Mega Olde Towne Pavers

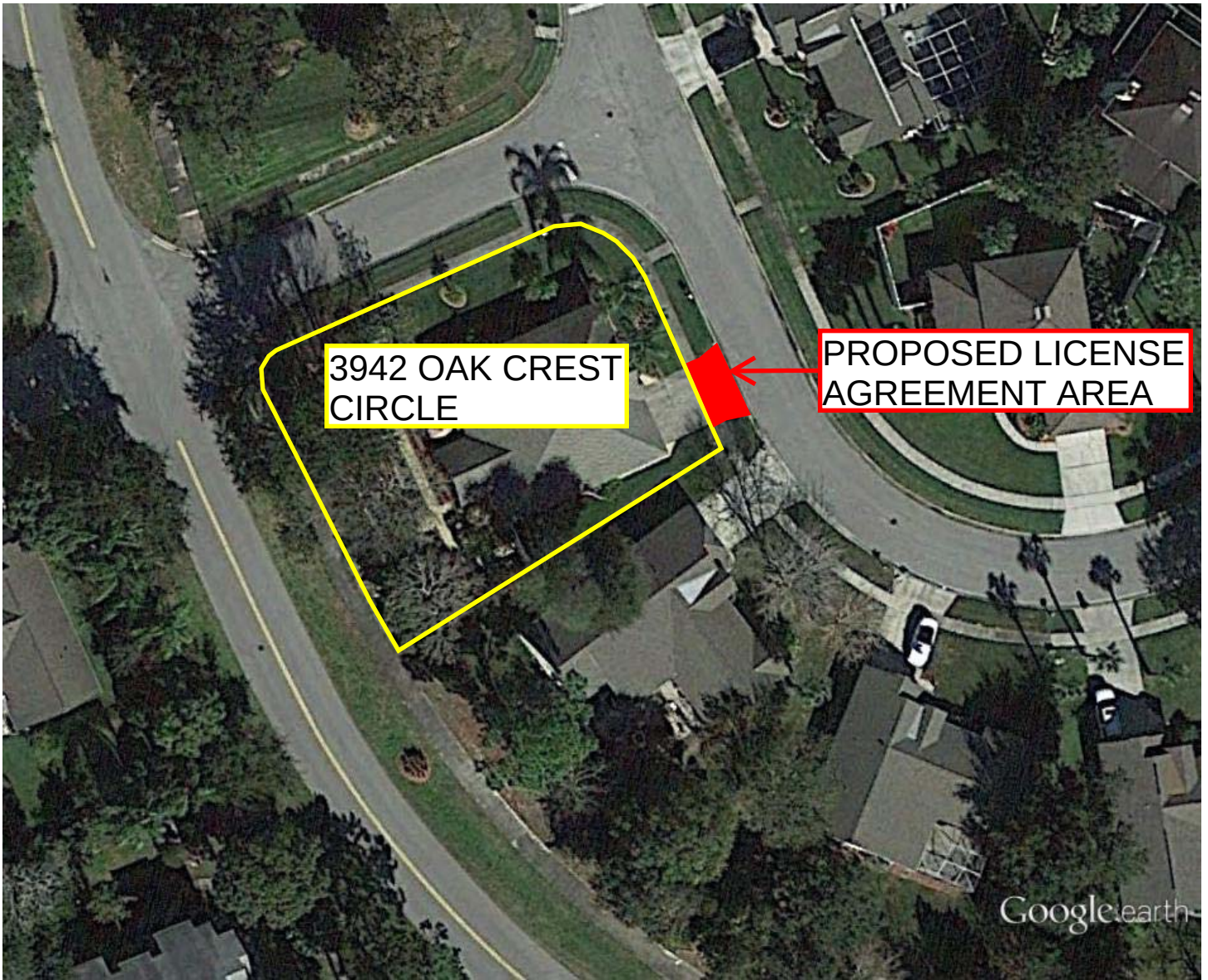
Full size pavers are an excellent choice for driveways, patios, pool decks, walkways and pathways.

- ✓ Dimensions: 6" x 6", 6" x 8", 8" x 12"
- ✓ Sold in Full Cubes Only
- ✓ Standard Finish Available on 2", 2 1/2" & 3 1/2" Pavers

EXHIBIT "B"

Legal Description

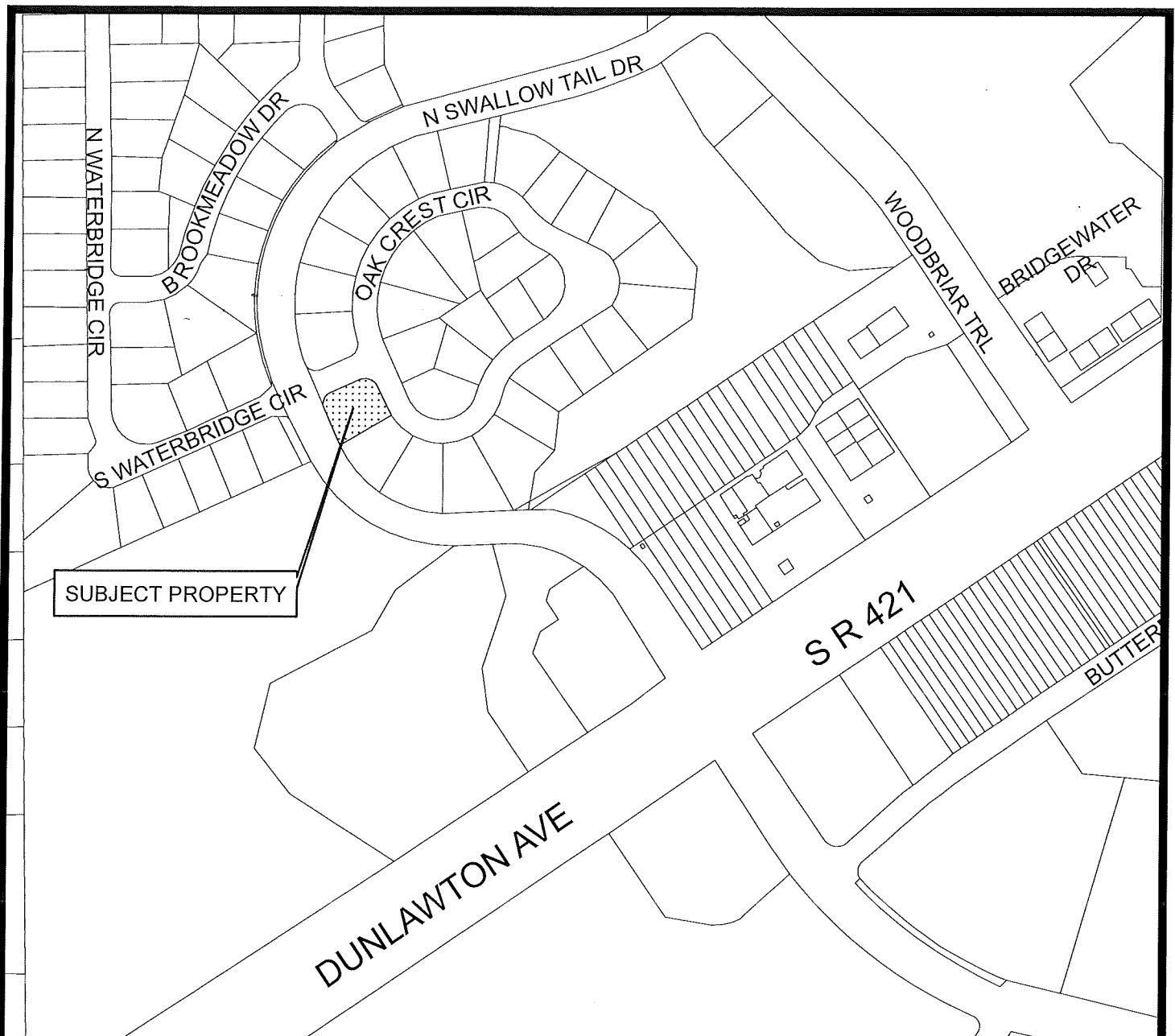
Lot 22, Countryside PUD, Unit XII-B Subdivision, as per the plat thereof, recorded in Map Book 43, Page 86, Public Records of Volusia County, Florida.



Google earth

feet
meters





Case No.: 16-97500005

Applicant: Frank M. Mason and Darlene M. Mason, property owners

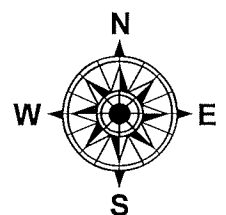
Location: Lot 22, Countryside PUD, Unit XII - B Subdivision; 3942 Oak Crest Circle

Requested Action: To approve and authorize the execution of a right-of-way license agreement for the construction of a decorative paver driveway apron and the included portion of sidewalk in the Oak Crest Circle right-of-way



Location Map CITY OF PORT ORANGE

DEPARTMENT OF COMMUNITY DEVELOPMENT



COUNTRYSIDE P.U.D. HOA

R.A.R.C. APPLICATION---EXTERIOR CHANGES & REPAIRS

Unit: 12-B Mini-Association: WATER BRIDGE

Lot#: 22

Homeowner: FRANK MASON Date: 2-17-16

Address: 3942 OAK CREST CIR. Telephone: 386-761-3478 - HOME
386-299-3949 - CELL

PROPOSED WORK: (Paint/Repair/Change): Describe with sketches, drawings, site plan with setbacks if adding structure or fence, landscape plans, trees to be removed and reasons. Also, describe material changes & provide color samples. Reverse side may be used for sketches and additional descriptions. You may need to submit your survey for some of the above work.

REMOVE OLD CRACKED CONCRETE IN
DRIVE WAY AND SIDE WALKS AND
REPLACE WITH PAVERS-

Work to be performed by: () Owner OR ☒ Contractor: CURB APPEAL LANDSCAPING

MINI-ASSOCIATION APPROVAL/DISAPPROVAL

Mini-Assn. Representative: APPROVED (☒) Date: 3/4/16
DISAPPROVED () Date: _____
Signature: Joan Rose Comments: _____

R.A.R.C. MEMBERS

APPROVED: (☒) R.A.R.C. CHAIRPERSON: John F. Wells
DISAPPROVED: () R.A.R.C. CHAIRPERSON: _____
R.A.R.C. MEMBERS:

Shirley Johnson John F. Wells
Joan Rose Robert A. Munn

Comments: Cannot park in the street overnight. Or any grassy
area

Homeowners/Contractors are responsible for obtaining applicable City Permits. R.A.R.C. approval of the work described above does not take precedence over applicable City, County or State Building Codes & Regulations. The approval is valid for six (6) months. If you do not begin the work within the six months time, you must resubmit an application for the work to be approved.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 04/19/2016

Consent item: Yes

SUBJECT: Proposed License Agreement – Lot 33, Countryside PUD, Unit XII - B Subdivision; 3937 Oak Crest Circle

DEPARTMENT: Community Development

GOAL: 2 - Quality of Life

OBJECTIVE: N/A

RECOMMENDED MOTION: Move to authorize the Mayor and City Clerk to act on behalf of the City to execute a License Agreement for Lot 33, Countryside PUD, Unit XII - B Subdivision.

SUMMARY: Staff has received a right-of-way License Agreement application for a portion of the Oak Crest Circle right-of-way frontage of Lot 33 of the Countryside PUD, Unit XII - B Subdivision. Arthur and Laura Brymer, the property owners, have made this application in connection with a proposal to reconstruct the existing right-of-way driveway apron and the included portion of sidewalk with decorative pavers. A building permit application has been submitted for the proposal.

The applicants have been advised of applicable requirements and the License Agreement review process. The license agreement has the effect of requiring the property owners to maintain and if necessary, replace these improvements per the accepted standard construction requirements of the City. Further, should the property owners fail to abide by this requirement, it provides the City with the ability to take necessary corrective actions at the expense of the property owners. City liability concerns are addressed by an indemnity statement in the License Agreement document. The property owners executed the original License Agreement document prior to the City Council meeting.

The License Agreement application has been reviewed for completeness and accuracy. City staff has reviewed the application and the area has been inspected with respect to City Codes and possible effects to adjacent properties resulting in no concerns.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	License Agreement	License Agreement - 3937 Oak Crest Cir.pdf
2.	aerial	csde12b4aerial.pdf
3.	location map	csde12b4location.pdf
4.	homeowner association approval	csde12b4hoa.pdf

Glor, Chip
Clark, Wayne
Roberts, Margaret
Johansson, M. Jake

Created/Initiated - 03/30/2016
Approved - 03/30/2016
Approved - 04/13/2016
Final Approval - 04/14/2016

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

This Document Prepared by:

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

Parcel No.: 6308-23-00-0330

This Space Reserved for Recording Data

LICENSE AGREEMENT

THIS **LICENSE AGREEMENT** is made and entered into this ____ day of _____, 2016, by and between the City of Port Orange, Florida, a chartered municipal corporation ("City"), 1000 City Center Circle, Port Orange, FL 32129, ("Licensor"); and Arthur Brymer and Laura Brymer, husband and wife, whose mailing address is 3937 Oak Crest Circle, Port Orange, FL 32129, ("Licensees").

PREMISES

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

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

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

WHEREAS, the Licensees are the owners of real property located in the Countryside subdivision, recorded in Map Book 43, Page 86, Public Records of Volusia County, Florida, hereinafter the "Subject Property", described on **Exhibit "B;"**; and

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

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

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

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

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

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

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

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

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

8. Any party may terminate this License Agreement upon giving thirty (30) days prior written notice to the other party, after which time this License Agreement shall be of no force and effect. Upon termination by any party, the City shall have the option of requiring all Improvements to be removed or abandoned in place by the Licensees or maintained in their present state by the City and without further right or obligation by the Licensees. If the Licensees terminate this Agreement or otherwise fail to remain in good standing and in compliance with this Agreement, the City may maintain and repair the Improvements and the City shall not be obligated to either maintain or repair the Improvements and the City shall not be liable for either undertaking or failing to maintain or repair the Improvements. All costs and expenses of the City resulting from maintenance or repair of the Improvements, including administrative expenses, attorney's fees and costs, and expenses incurred in establishing and

operating a special district, shall be chargeable to and assessed by the City jointly and severally against all lots located within the development, subdivision or project located within the property described in **Exhibit "B"**. The City shall have the right to enforce collection of assessments for such costs and expenses by a lien jointly and severally against the lots, which lien shall include interest at the then highest lawful rate of interest and attorneys' fees and costs for collection thereof. The City shall have the right to establish a special district and to utilize any methods or procedures provided by law or ordinance for imposition and collection of the assessments described herein.

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

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

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

12. All notices required to be given by any party shall be in writing, addressed to all other parties, and delivered by certified mail, telegram or in person to: City Manager, City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129, for the City; and to Arthur Brymer and Laura Brymer, 3937 Oak Crest Circle, Port Orange, Florida 32129, for the Licensees, or as otherwise designated in writing to all respective parties.

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

14. This License Agreement constitutes the entire agreement between the parties. There are no further or other agreements or understandings, written or oral, in effect between the parties, relating to the subject matter hereof. This License Agreement may be amended or modified only by an instrument of equal formality signed by the respective parties.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

WITNESSES:

LICENSOR:

Printed Name: _____

CITY OF PORT ORANGE, FLORIDA
a chartered municipal corporation

Printed Name: _____

by: _____
Allen Green, Mayor

Printed Name: _____

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

Printed Name: _____

(SEAL)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Allen Green, as Mayor of the City of Port Orange, Florida, who acknowledged that he is duly authorized to execute the foregoing LICENSE AGREEMENT on behalf of the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation, and who ☐ is personally known to me, or ☐ has produced _____ as identification.

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

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Robin L. Fenwick, as the City Clerk of the City of Port Orange, Florida, who acknowledged that she is duly authorized to execute the foregoing LICENSE AGREEMENT on behalf of the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation, and who ☐ is personally known to me, or ☐ has produced _____ as identification.

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

WITNESSES:

LICENSEES:

Printed Name: _____

Arthur Brymer

Printed Name: _____

Printed Name: _____

Laura Brymer

Printed Name: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

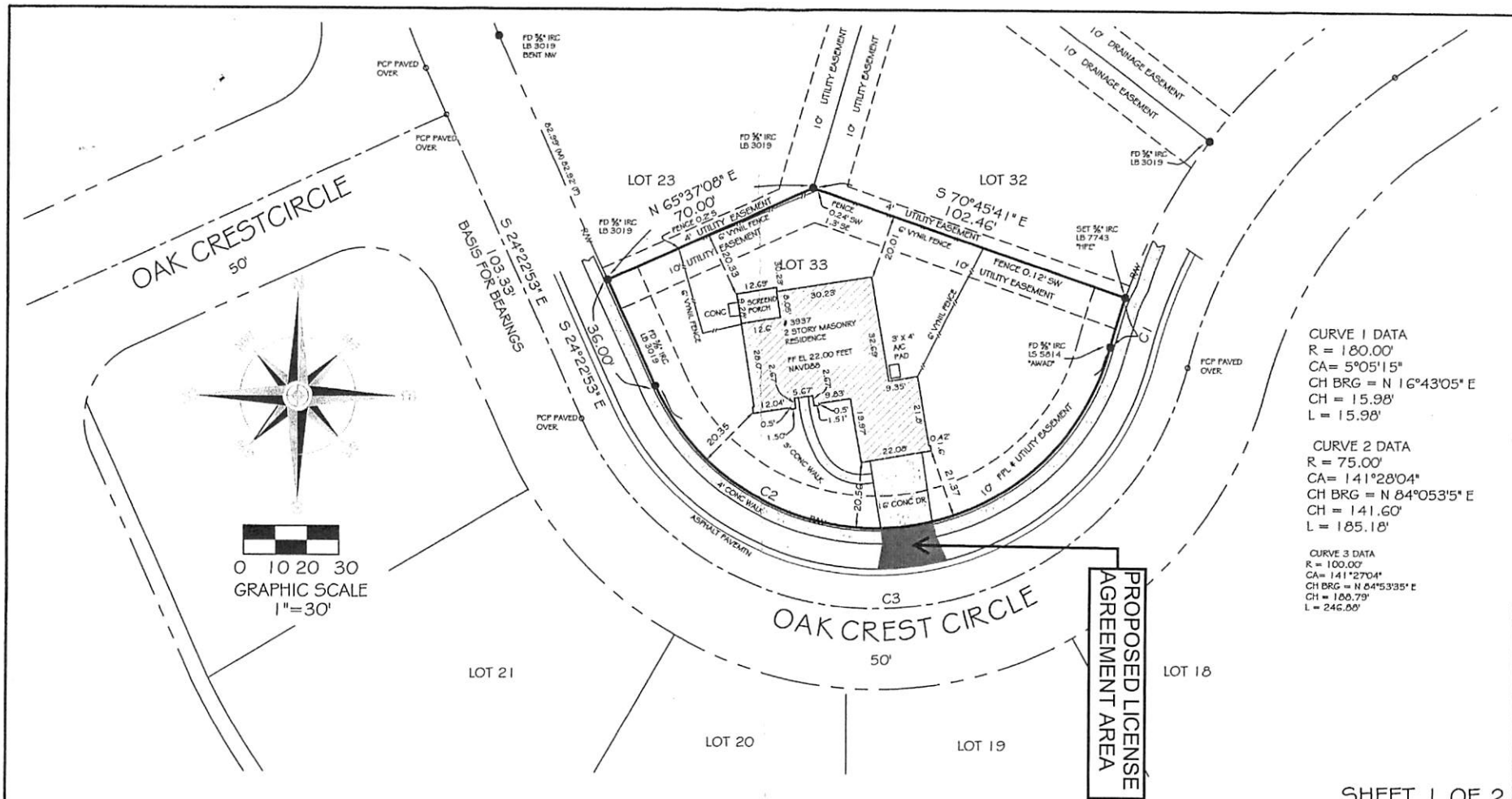
The foregoing instrument was acknowledged before me this _____ day of _____, 2016 Arthur Brymer, who is authorized to execute the foregoing LICENSE AGREEMENT, and who ☐ is personally known to me, or ☐ has produced _____ as identification.

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

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, Laura Brymer, who is authorized to execute the foregoing LICENSE AGREEMENT, and who ☐ is personally known to me, or ☐ has produced _____ as identification.

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



SHEET 1 OF 2

REVISIONS: 	TYPE OF SURVEY: BOUNDARY SUBJECT: #3937 OAK CREST CIRCLE PORT ORANGE, FL 32129 TAX ID: 6308-23-00-0330	 Harts Progressive Enterprise Inc. Land Surveyors • Mappers • Drafting 629 Overlook Trail, Port Orange, FL 32127 (386)767-2776 FAX (386)767-2776 LB# 7743 William S Hart PSM 3905 Visit us at: www.hartsprogressive.com	SEE SURVEY REPORT TITLE: #3937 OAK CREST CIRCLE PORT ORANGE, FL 32129 REPORT DATED: 05/22/2015 THIS MAP IS NEITHER FULL AND COMPLETE WITHOUT THE REPORT THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1"=30' OR SMALLER ANY USE OF THIS FILE AT A SCALE LARGER THAN STATED SHALL BE AT YOUR RISK.
OFFICE WORK BY: WSH DATE: 05/22/2015	FIELD WORK BY: WSH DATE: 05/21/2015	PROJECT# H150505 FIELD BOOK 8, PG 24	SURVEY MAP FILE: PORT ORANGE C-99-12-33

EXHIBIT "A"



Application for Driveway Pavers

Homeowner Name: Art Byrnes

Paver Manufacturer: Tremron

Paver Style: Mega

Paver Color: Sienna

Paver Pattern: Random

Paver Border: Solid PK/w/ same size

Paver Min. Compaction Strength: 7200 PSI

Paver Bedding and Joint Filler: Crushed Concrete Base DOT White Sand

Paver Base Material, Thickness, & Compaction Requirement: Same Material as above, 4" to 6", compacted to 97%

Paver Subgrade Compaction Requirement: 97%



Mega Olde Towne Pavers

Our Mega Pavers are an excellent choice for residential public pool decks, walkways and driveways.

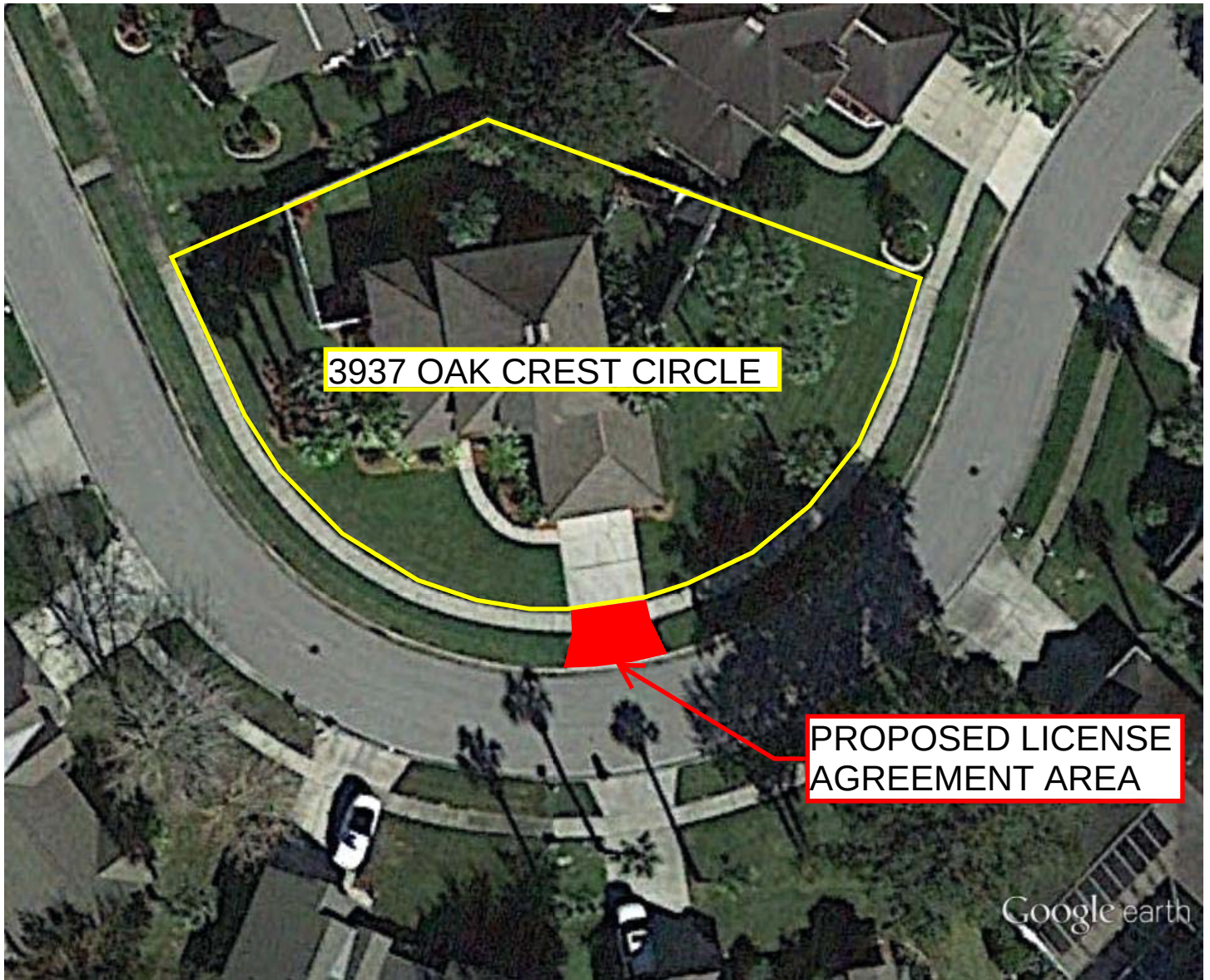
- Manufactured in the USA
- Sold in Full Truckloads
- Standard Finish Available on 2" x 12" & 18" x 18" pavers



EXHIBIT "B"

Legal Description

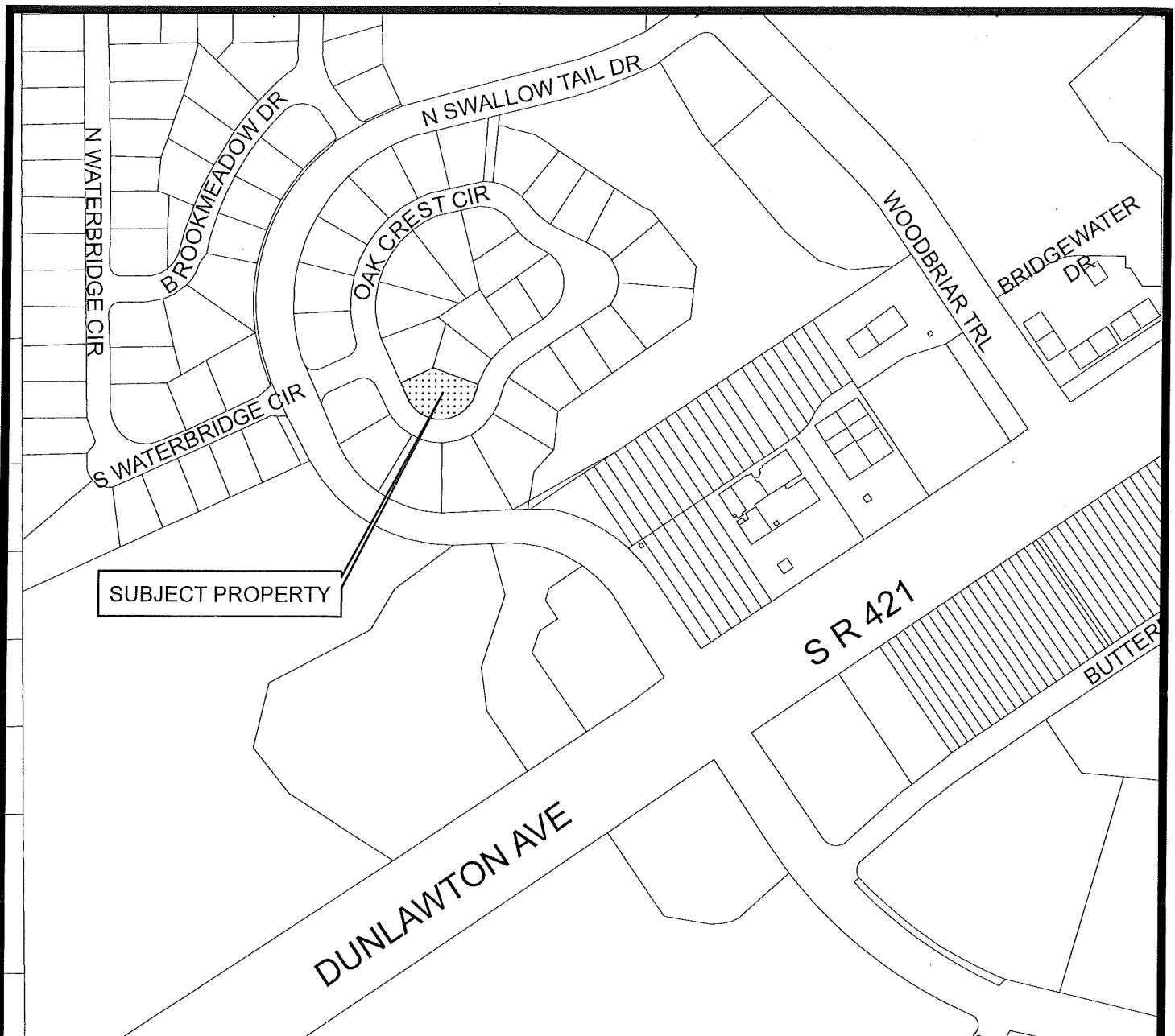
Lot 33, Countryside PUD, Unit XII-B Subdivision, as per the plat thereof, recorded in Map Book 43, Page 86, Public Records of Volusia County, Florida.



Google earth

feet
meters





Case No.: 16-97500004

Applicant: Arthur Brymer and Laura Brymer,
property owners

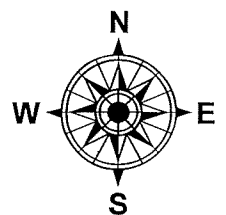
Location: Lot 33, Countryside PUD, Unit XII - B
Subdivision; 3937 Oak Crest Circle

Requested Action: To approve and authorize the execution of a right-of-way license agreement for the construction of a decorative paver driveway apron and the included portion of sidewalk in the Oak Crest Circle right-of-way



Location Map
CITY OF PORT ORANGE

DEPARTMENT OF COMMUNITY DEVELOPMENT



COUNTRYSIDE P.U.D. HOA

R.A.R.C. APPLICATION---EXTERIOR CHANGES & REPAIRS

Unit: X11 B Mini-Association: Waterbridge

Lot#: 33

Homeowner: Pat & Laura Bryner Date: 2-17-16

Address: 3937 Oak Crest Circle Telephone: 386-304-1001

PROPOSED WORK: (Paint/Repair/Change): Describe with sketches, drawings, site plan with setbacks if adding structure or fence, landscape plans, trees to be removed and reasons. Also, describe material changes & provide color samples. Reverse side may be used for sketches and additional descriptions. You may need to submit your survey for some of the above work.

pave existing driveway - walk & apron
walkway to house

Work to be performed by: () Owner OR (☒) Contractor: Curb Appeal

MINI-ASSOCIATION APPROVAL/DISAPPROVAL

Mini-Assn. Representative: APPROVED (☒) Date: 3/7/16
DISAPPROVED () Date: _____

Signature: Joan Ross Comments: _____

R.A.R.C. MEMBERS

APPROVED: (☒) R.A.R.C. CHAIRPERSON: Joan Ross
DISAPPROVED: () R.A.R.C. CHAIRPERSON: _____

R.A.R.C. MEMBERS:

Shirley Johnson Charles Pope
Jan A. Koshina Robert A. Dunn

Comments: Color not stated - should be on app.

No parking on the street overnight or the grassy areas

Homeowners/Contractors are responsible for obtaining applicable City Permits. R.A.R.C. approval of the work described above does not take precedence over applicable City, County or State Building Codes & Regulations. The approval is valid for six (6) months. If you do not begin the work within the six months time, you must resubmit an application for the work to be approved.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 04/19/2016

Consent item: Yes

SUBJECT: Police Benevolent Association (PBA) Contract Approval of FY 2015-16 and FY 2016-17 Wage Reopener for Article 26, Wages on the PBA 2014 - 2017 Collective Bargaining Agreement

DEPARTMENT: Community Development

GOAL: 6 - Organizational Excellence

OBJECTIVE: 1 - Implement compensation study

RECOMMENDED MOTION: Motion to approve the negotiated reopener of PBA Collective Bargaining Agreement Article 26, Wages for Fiscal Year 2016 and 2017.

SUMMARY: The City and the Coastal Florida Police Benevolent Association (PBA) have negotiated a two year wage reopener on Article 26 for Fiscal Years (FY) 2015-16 and FY 2016-17 as a part of the PBA 2014 - 2017 collective bargaining agreement (CBA).

On April 8, 2016 the City received notification that the PBA members voted in favor of this agreement. In order to ratify this agreement, the City Council must also vote in favor of the proposed changes.

A portion of the proposed changes to wages are retroactive to the beginning of this fiscal year (October 1, 2015) and are within current budgeted resources. Staff has included a brief summary of the major items included in the proposed changes.

For FY 2015-16:

- Retroactive to October 1, 2015
 - Increase Officer starting pay to \$16.48/hr
 - Retain Sergeant starting pay at \$22.88/hr
 - Across the board increase of 1.5%
- Retroactive to April 1, 2016
 - Across the Board raises of 2.3%

For FY 2016-17:

- Increase Officer starting pay to \$16.89/hr (2.5% increase)
- Increase Sergeant starting pay to \$23.45/hr (2.5% increase)
- Across the Board increase of 2.5% for those who have completed at least one year of service up to the maximum of the range, or a Time in Grade increase of

2% (whichever is greater).

In addition, the Probationary Sergeant position will be eliminated and employees promoted to Sergeant will receive a minimum of a 10% increase upon promotion. While the Probationary Sergeant position will no longer exist, employees must still complete a probationary period of one year upon promotion to Sergeant. The effects of this change will be retroactive to October 1, 2015.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Article 26 Wage Opener	SKM_C754e16041411210.pdf
----	------------------------	--------------------------

Fenwick, Robin	Created/Initiated - 04/14/2016
Rosen, Alan	Approved - 04/14/2016
Riehm, Tracey	Approved - 04/14/2016
Roberts, Margaret	Approved - 04/14/2016
Johansson, M. Jake	Approved - 04/14/2016

ARTICLE 26

WAGES

26.1 Effective 10/01/2015 and 10/01/2016 the pay ranges for the positions of Police Officer and Police Sergeant shall be as follows:

A. Effective 10/01/2015:

Grade	Position	Min	Mid	Max
200	Police Officer	\$16.48	\$22.42	\$28.35
210	Police Sergeant	\$22.88	\$28.85	\$34.81

B. Effective 10/01/2016:

Grade	Position	Min	Mid	Max
200	Police Officer	\$16.89	\$22.98	\$29.06
210	Police Sergeant	\$23.45	\$29.57	\$35.68

26.2 Employees will receive no increase in pay other than what is provided for in this agreement. All future wage increases beyond the term of this collective bargaining agreement shall be subject to negotiation by the parties.

A. Effective the first pay check received in October 2014, for fiscal year 2015, employees will receive a three percent (3%) increase to their base pay.

B. Retroactive to the first paycheck received in October, 2015, all Police Officers and Police Sergeants shall then receive a one and a half percent (1.5%) wage increase.

C. After the one and a half percent (1.5%) has been applied as described in 26.2B, any employee whose base rate is below the minimum pay rate for their grade in 26.1A will have their base pay adjusted to the minimum of their designated pay grade retroactive the first paycheck received in October, 2015.

D. All Police Officers and Police Sergeants shall receive a two and three-tenths percent (2.3%) wage increase retroactive to the first pay check received in April, 2016.

E. Base pay adjustments for Fiscal Year 2017 shall be effective the first pay check received in October, 2016 according to the following:

1. All Police Officers and Police Sergeants who have completed one

year of service as of September 30, 2016 and are not above the maximum for their pay grade in 26.1B shall receive a two and one-half percent (2.5%) wage base wage increase not to exceed the maximum of the range.

2. After the two and one half percent (2.5%) base wage adjustment has been applied as described in 26.2E1, any employee whose base rate is below the minimum pay rate for their grade in 26.1B will have their base pay adjusted to the minimum of their designated pay grade.
3. A calculation will be performed that acknowledges Time in Grade (TIG) with the City of Port Orange Police Department. For the purposes of the one-time compression relief to take place in Fiscal Year 2017, time in grade will be defined for those in the Police Officer grade as their Swear In date. Those employees in the Police Sergeant grade will have a TIG date equivalent to their promotion date into the Probationary Sergeant position. Only continuous, uninterrupted employment will be considered. Time in Grade will be calculated from the date described, to October 1, 2016. Only full years will be considered.
4. A calculation will be performed on each employee recognizing a two percent (2%) per year TIG increase above the minimum starting rate for each position as stated in Article 26.1B.
5. Employees will receive the higher of the two calculations described in 26.2E1 and 26.2E2, or 26.2E4, for which they are eligible.

26.3 New hires will start at the minimum rate of pay established for the classification. Requests for a starting rate up to ten (10) percent above the minimum rate will require prior approval of the Police Chief and Administrative Services Director.

26.4 The City performance evaluation system will be a satisfactory/unsatisfactory procedure. If the employee's performance for the previous year has been satisfactory, they will receive a rating of satisfactory. The employee will then undergo performance evaluations each year thereafter. Should the employee receive a rating of unsatisfactory, due to unsatisfactory work or performance, the employee will be placed under intensive management guidelines, and re-evaluated in ninety (90) days. If the employee has still not raised his/her performance level to satisfactory at the conclusion of this ninety (90) day period, additional counseling may be provided, and the employee may be re-evaluated at the conclusion of another extended rating period; or, the supervisor may initiate action to terminate the employee.

26.5 The rate of pay for promotional appointments shall be the minimum of the

starting rate of pay for the classification, or an amount equal to ten (10) percent above the employee's current rate of pay whichever is higher. If the employee possesses exceptional qualifications or there will be a substantial change in supervisory or managerial responsibility, upon recommendation of the Police Chief, the Administrative Services Director has the authority to approve up to ten (10) percent increase above the employee's current rate of pay or ten (10) percent above the minimum of the new pay range.

Effective the first full pay period in October 1, 2015 the position of Probationary Sergeant will be eliminated and the promoted employee shall receive their full eligible increase upon promotion. This does not eliminate the Probationary Status that the employee will still be placed on for a duration of one year. All employees currently within the Probationary Sergeant status as of October 1, 2015 will be moved to a Sergeant Status. These employees shall receive the remainder of their 5% increase or movement to the starting rate prior to calculating any increases in 26.2B. Employees promoted after October 1, 2015 but prior to the implementation of this contract will receive retroactive wages and a recalculation of their base rate as if this contract had gone into effect on October 1, 2015.

26.6 In addition to wages, incentive pay, if appropriate, shall be provided in accordance with pertinent Florida Statutes or in accordance with this contract.

a. Specialty pay will be provided to all employees who are assigned as members of a specialized or hazardous unit (division) or other groups which are herein specified as follows:

Specialty Assignment	Amount of Pay
Motorcycle Officer	\$60.00/pay period
Emergency Response Team	\$60.00/pay period
Traffic Homicide Investigator	\$60.00/pay period
Field Training Officer	\$60.00/pay period
Canine Officer	\$60.00/pay period
Drug Recognition Expert	\$60.00/pay period
Meth Team	\$60.00/pay period
Detective Assignment	\$90/pay period**

**Only Police Officers below the rank of Sergeant assigned to the Detective Division will receive a payment equal to five percent (5%) of their base pay as specialty pay for the duration of the assignment. The Union and the City recognize that historically this has been added to base hourly rate. An

adjustment will be made in which this specialty pay is separated from the employee's base hourly rate, and now factored in with a specialty pay code. This one-time adjustment in fiscal year 2016 shall be undertaken and effective with the first pay check received in April of 2016 as follows:

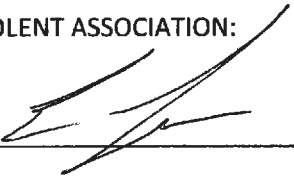
- The cumulative 3.8% across the board adjustment to base per 26.2B, 26.2C, and 26.2D will be applied to the Detectives' hourly rate as described herein.
- \$1.07 will then be reduced from the Detective's hourly rate. This amount is representative of 5% of the average of the current Detectives existing hourly rate.
- Detectives will then receive the additional specialty pay of \$90 each pay period.

Wage Reopener for Article 26, Wages on the PBA 2014-2017 CBA

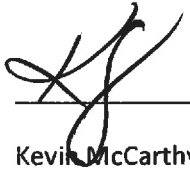
Approved and Ratified this

8 day of April, 2016.

COASTAL FLORIDA POLICE
BENEVOLENT ASSOCIATION:



Eric Fisher, Secretary/Treasurer



Kevin McCarthy, PBA Representative

Approved and Ratified this

_____ day of _____, 2016.

CITY OF PORT ORANGE, FLORIDA

Allen Green, Mayor
City of Port Orange

ATTEST:

Robin Fenwick, City Clerk
City of Port Orange



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 04/19/2016

Consent item: No

SUBJECT: First Reading - Ordinance No. 2016-8 - General Obligation Refunding Bonds

DEPARTMENT: Finance

GOAL: In light of capital markets, on (date) City Council instructed staff to investigate refunding the 2006 General Obligation Bonds.

OBJECTIVE:

RECOMMENDED MOTION: Move to approve Ordinance 2016-8

SUMMARY:

This Ordinance will authorize the issuance of General Obligation Refunding Bonds, Series 2016 not exceeding \$14,500,000 to refund the outstanding 2006 bonds. Refunding these bonds will take advantage of favorable capital markets and lower the millage needed to service this voter approved debt.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Ord. No. 2016-8	Ord. No. 2016-8.pdf
2.	Memo to Council	GOB Memo to Council.pdf

Riehm, Tracey
Riehm, Tracey
Roberts, Margaret
Johansson, M. Jake

Created/Initiated - 04/11/2016
Approved - 04/11/2016
Approved - 04/13/2016
Final Approval - 04/14/2016

ORDINANCE NO. 2016-8

AN ORDINANCE OF THE CITY OF PORT ORANGE, FLORIDA, AUTHORIZING THE ISSUANCE OF NOT EXCEEDING \$14,500,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2016, TO REFUND THE CITY'S OUTSTANDING GENERAL OBLIGATION BONDS, SERIES 2006; PROVIDING FOR REPEAL OF INCONSISTENT PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. AUTHORITY FOR THIS ORDINANCE. This ordinance is enacted pursuant to the provisions of Chapter 166, Parts I and II, and Chapter 132, Florida Statutes, Chapter 2, Article VI, Division 4, Section 2-317 of the Code of Ordinances of the City of Port Orange, Florida (the "City"), as amended and other applicable provisions of law.

SECTION 2. FINDINGS. It is hereby ascertained, determined and declared that:

A. It is necessary and desirable to provide for the refunding of the City's outstanding General Obligation Bonds, Series 2006 (the "Series 2006 Bonds") in order to reduce debt service thereon.

B. It is necessary and desirable to provide for the issuance of not exceeding \$14,500,000 General Obligation Refunding Bonds, Series 2016 (the "Series 2016 Bonds"), of the City for such purpose.

SECTION 3. AUTHORIZATION OF THE SERIES 2016 BONDS. The issuance by the City of the Series 2016 Bonds for the purpose of refunding the Series 2006 Bonds, to be dated, to bear interest at a rate not exceeding the maximum legal rate per annum, to be payable, to mature not later than April 1, 2036, to be subject to redemption and to have such other characteristics as shall be provided by subsequent resolution of the City Council prior to their delivery, and to be secured by a pledge of the full faith, credit and taxing power of the City and the levy and collection of a direct annual tax, without limit as to rate or amount, on all taxable property within its boundaries, sufficient to pay the principal of and interest on the Series 2016 Bonds coming due in such year, is hereby authorized. The Council shall adopt a bond resolution (including any resolutions supplemental thereto), supplemental to this ordinance, setting forth the fiscal details and other covenants and provisions necessary for the security, marketing, sale and issuance of the Series 2016 Bonds.

SECTION 4. REPEAL OF INCONSISTENT PROVISIONS. All ordinances, resolutions or parts thereof in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 5. SEVERABILITY. In the event that any portion or section of this Ordinance is determined to be invalid, illegal or unconstitutional by a court of competent jurisdiction, such decision shall in no manner affect the remaining portions or sections of this Ordinance which shall remain in full force and effect.

SECTION 6. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its final passage and adoption.

MAYOR ALLEN GREEN

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading the ____ day of _____, 2016

Passed and adopted on second and final reading on the ____ day of _____, 2016

Reviewed and Approved: _____
Margaret T. Roberts, City Attorney



SOUTHEASTERN INVESTMENT SECURITIES, LLC
FINANCIAL ADVISORS AND PRIVATE INVESTMENT BANKING

RICHARD T. WAGNER
President

MEMORANDUM

TO: Mayor and City Council

CC: Michael Johansson, Tracey Riehm, Margaret Roberts, Peter Dame

FROM: Richard T. Wagner 

RE: City of Port Orange Proposed General Obligation Refunding Revenue Bonds, Series 2016 ("Series 2016 Bonds" or "Bonds")

DATE: April 12, 2016

As financial advisor to the City, we have been working with staff and monitoring a proposal to refund the Series 2006 General Obligation Bonds ("Refundable Bonds") for interest cost savings purposes which could result in a reduction of debt service millage on Port Orange taxpayers' tax bill.

The Refundable Bonds are outstanding in a principal amount of \$14,055,000 bearing interest at rates ranging from 4.25-5.00% and are redeemable without penalty after April 1, 2016. Under current market conditions such Refundable Bonds could be redeemed with a refunding bond issue at a true interest cost (after all expenses) under 3.00% which could generate annual savings averaging \$150,000 or a total savings of \$3.0 million.

The City's Bond Counsel, Peter Dame of Akerman LLP has prepared an ordinance for Council's consideration which would be followed by a resolution which could effect the authorization and sale of the Bonds within certain parameters.

We would recommend Council holding necessary public hearings on such an ordinance and allow the City's finance team to proceed towards securing a credit rating and position the City for a sale of refunding Bonds if interest rates remain favorable.

If market conditions remain favorable we expect we could have the City's underwriter, Hilltop Securities (formerly First Southwest who successfully marketed the Series 2014 refunding) market refunding Bonds sometime in mid-May.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 04/19/2016

Consent item: No

SUBJECT: Resolution No. 16-19 - Intent to Adopt Moratorium - Adult Entertainment Establishments

DEPARTMENT: City Attorney

GOAL:

OBJECTIVE:

RECOMMENDED MOTION: Move to approve Resolution No. 16-19 issuing a Notice to Adopt a Moratorium relating to Adult Entertainment Establishments in the City of Port Orange.

SUMMARY: This resolution will issue a notice of intent to adopt a moratorium on the issuance of development orders, building permits, zoning verification letters, and zoning approvals for business tax receipts for the operation of adult entertainment establishments in the City of Port Orange.

If the resolution to issue a notice of intent to adopt a moratorium is approved, staff will prepare an ordinance that establishes a moratorium for twelve (12) months. The Adult Entertainment Establishments regulations in the Code of Ordinances and Land Development Code have not been comprehensively updated since 1997. The moratorium will allow city staff to review the existing City requirements for Adult Entertainment Establishments as part of an on-going maintenance effort. If modifications are needed to maintain reasonable and uniform regulations for adult entertainment establishments that protect the health, safety and general welfare of the residents of Port Orange, amendments to the Code of Ordinances and Land Development Code will be prepared and brought before Council for review.

Project Funding Account
No.: No.:

ATTACHMENTS:

1.	Reso. No. 16-19	Reso. No. 16-19.pdf
----	-----------------	---------------------

Jones, Matthew
Burman, Tim
Clark, Wayne

Created/Initiated - 04/05/2016
Approved - 04/14/2016
Approved - 04/14/2016

Roberts, Margaret
Johansson, M. Jake

Approved - 04/14/2016
Final Approval - 04/14/2016

RESOLUTION NO. 16-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PORT ORANGE, VOLUSIA COUNTY, FLORIDA ISSUING
A NOTICE OF INTENT TO ADOPT A MORATORIUM ON
THE ISSUANCE OF DEVELOPMENT ORDERS, BUILDING
PERMITS, ZONING VERIFICATION LETTERS, AND
ZONING APPROVALS FOR BUSINESS TAX RECEIPTS
FOR THE OPERATION OF ADULT ENTERTAINMENT
ESTABLISHMENTS IN THE CITY OF PORT ORANGE,
AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
OF PORT ORANGE, FLORIDA, as follows:

Section 1. The City Council of the City of Port Orange, hereby declares its
intent to adopt a moratorium on the issuance of any development orders, building
permits, zoning verification letters, or zoning approvals for business tax receipts for the
operation of Adult Entertainment Establishments in substantially the same format as the
proposed ordinance attached hereto as **Exhibit "A"**.

Section 2. This Resolution shall become effective immediately upon adoption.

MAYOR ALLEN GREEN

ATTEST:

Robin L. Fenwick, City Clerk

Adopted on this _____ day of April, 2016.

Reviewed and Approved: _____
Matthew J. Jones, Deputy City Attorney

EXHIBIT "A"

ORDINANCE NO. 2016-

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; ESTABLISHING A MORATORIUM ON THE ISSUANCE OF DEVELOPMENT ORDERS, BUILDING PERMITS, ZONING VERIFICATION LETTERS, AND ZONING APPROVALS FOR BUSINESS TAX RECEIPTS FOR THE OPERATION OF ADULT ENTERTAINMENT ESTABLISHMENTS IN THE CITY OF PORT ORANGE; PROVIDING FOR THE DURATION OF THE MORATORIUM; PROVIDING FOR INTERPRETATION; PROVIDING DEFINITIONS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port Orange regulates the use of land through its Comprehensive Plan and the Land Development Code; and

WHEREAS, the Land Development Code must be reviewed and amended periodically in order to maintain effective regulations; and

WHEREAS, the City Community Development Department believes that review of the City's Adult Entertainment Establishment zoning and regulations is needed to ensure effectiveness; and

WHEREAS, the City Council hereby determines that the zoning and regulations under review are of such gravity that issuing any development orders, building permits, zoning verification letters, or zoning approvals for business tax receipts for Adult Entertainment Establishments would in all probability undermine the recommendations of the Community Development Department for revisions to zoning and regulations set forth in the Land Development Code and Code of Ordinances; and

WHEREAS, to protect, preserve, and effectuate the public safety and welfare, the City Council finds that a moratorium on the receipt of applications for and the issuance of any development orders, building permits, zoning verification letters, or zoning approvals for business tax receipts for the operation of Adult Entertainment Establishments is necessary for a limited duration and until regulations are codified in the Land Development Code and Code of Ordinances to address the concerns referenced above; and

WHEREAS, specific authority for this ordinance includes but is not limited to Article VIII, Section 2, Florida Constitution of 1968; Chapters 163 and 166, Florida Statutes; and Sections 163.3161, 163.3194, and 163.3201, Florida Statutes; and

WHEREAS, the Planning Commission, sitting as both the Local Planning Agency and the Planning Commission (hereinafter referred to as the "LPA"), has found this ordinance to be consistent with the Comprehensive Plan; and

WHEREAS, the LPA has determined that this ordinance is necessary to promote the economic order of the community by encouraging the proper regulation of Adult Entertainment Establishments in the City of Port Orange; and

WHEREAS, the LPA finds that additional reasons necessary for imposing the moratorium in this ordinance include:

1. Preservation of the status quo in the community to avoid a crisis being created by the impact on abutting properties, property values and community/neighborhood preservation;

2. Preservation of the status quo in the community pending a determination by the City to adopt local regulations relating to Adult Entertainment Establishments in the City of Port Orange;
3. Avoiding the creation of vested rights or nonconforming or inconsistent uses as a result of amended permitting systems and regulations;
4. Control of community development during the time period of the review and amendment of local regulations; and
5. Allowing a time period for comprehensive planning to proceed, if applicable; and

WHEREAS, the LPA finds that based on the foregoing reasons for the moratorium established by this ordinance will promote the public health, welfare, safety, aesthetics, and economic order of the community and the region; and

WHEREAS, the LPA has determined that a moratorium of twelve (12) months in duration is the minimum reasonable period of time needed to review this issue and determine what amendments or modifications are needed; and

WHEREAS, the City Council hereby adopts the findings of the LPA as its own.

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

Section 1. Purpose and Intent.

The foregoing "WHEREAS" clauses are hereby ratified and affirmed as being true and correct and are incorporated herein by reference.

Section 2. Definitions.

Adult Entertainment Establishment shall have the same meaning as set forth in Section 18-236 of the City of Port Orange Code of Ordinances.

Section 3. Moratorium Imposed.

a. The Land Development Code and Code of Ordinances are hereby amended by placing a moratorium on the issuance of any development orders, building permits, zoning verification letters, or zoning approvals for business tax receipts for the operation of Adult Entertainment Establishments. For purposes herein, the term, "development order," shall have the same meaning as that set forth in Section 163.3164, Florida Statutes.

b. Applications for issuance of development orders, building permits, zoning verification letters, or zoning approvals for business tax receipts for medical marijuana related facilities or activities shall be considered pursuant to the following requirements:

- (1) Applications received on or after the effective date of this ordinance may be received and reviewed. However, no development orders, building permits, zoning verification letters, or zoning approvals for business tax receipts shall be issued in violation of the moratorium on the issuance of development orders, building permits, zoning verification letters, or zoning approvals for business tax receipts for the operation of Adult Entertainment Establishments. If amendments to the Comprehensive Plan or the Land Development Code are adopted by the City Council on or before the expiration of the moratorium that revise the substantive or procedural legal requirements regarding the operation of Adult Entertainment Establishments, any application not approved for issuance of a development order, building permit and zoning approval and submitted on or after the date of this ordinance, but before the expiration of the moratorium, shall be required to comply with the new substantive or procedural legal requirements.

c. The moratorium imposed by this ordinance shall expire within 365 days of adoption of this Ordinance by the City Council, or the adoption of an ordinance amending the Comprehensive Plan or the Land Development Code regarding the zoning of or otherwise regulating Adult Entertainment Establishments, whichever event shall first occur. The moratorium shall be deemed to be in effect over all of the geographic area of the City now existing or which may be hereafter annexed during the pendency of the moratorium. This ordinance shall be deemed to be pending on Adult Entertainment Establishments, within the meaning of the term "pending ordinance" as that term is used in Smith v. City of Clearwater, 403 So.2d 407 (Fla. 1981).

d. During the pendency of this moratorium the City Manager and the Community Development Director shall proceed in good faith to undertake a planning study to determine appropriate amendments to zoning and development related ordinances, if any.

e. The Community Development Director shall make interpretations of this ordinance.

Section 4. 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 5. 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 6. Codification.

It is the intention of the City Council for the City of Port Orange, and it is hereby provided that the provisions of this ordinance shall become and be made a part of the Code of Ordinances and Land Development Code; that the sections of this ordinance may be renumbered or re-lettered to accomplish such intention; and that the word "ordinance" may be changed to "section", "article" or other appropriate designation.

Section 7. Effective Date.

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

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

Reviewed and Approved: _____
Matthew J. Jones, Deputy City Attorney



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 04/19/2016

Consent item: No

SUBJECT: Award of Bid #15-30 421/Dunlawton Median Landscape Beautification – Phase 1 (Spruce Creek Road to Nova Road)

DEPARTMENT: Community Development

GOAL: 2 - Quality of Life

OBJECTIVE: 1 - Maintain existing beautification efforts and implement phases not yet complete

RECOMMENDED MOTION: Motion to award Bid #15-30 421/Dunlawton Median Landscape Beautification – Phase 1 (Spruce Creek Road to Nova Road) to Santa Cruz Construction, Inc. in the amount of \$319,987 and authorize the Mayor and City Clerk to sign and execute all contract documents, subject to the City Attorney's approval of the final contract documents.

SUMMARY: Phase 1 landscape and irrigation improvements extend from Spruce Creek Road to Nova Road for approximately 1 mile. Work includes removing and disposing of existing landscape, the installation of ornamental palms, trees, shrubs and ground cover, and necessary irrigation modifications while providing proper maintenance of traffic (MOT).

Santa Cruz Construction was the sole bidder for the project. Their bid was opened and evaluated by City staff on March 21, 2016 and deemed responsive. City staff and the City's design consultant Zev Cohen & Associates, Inc. (ZCA) evaluated the schedule of unit prices and found each item to be consistently slightly higher than expected, but not outside of current market prices. Santa Cruz has successfully completed similar projects and meets all of the qualifications associated with this project. Staff questioned the other four plan holders and found that they decided not to bid due to their current workload. Rebidding is not expected to produce a more competitive bid. Based upon evaluation of the bid, it is recommended that the contract be awarded to Santa Cruz Construction, Inc. in the amount of \$319,987.

Funds are available in the General Capital 317 account.

Project No.: AIO022 Funding Account No.: 317-1000-519.63-97

ATTACHMENTS:

1.	Intent to Award	ITB 15-30 Intent to Award.doc
2.	Bid Opening Tabulation Sheet	ITB 15-30 Tabulation Sheet 03-21-16.pdf

3.	Santa Cruz Total Base Bid	Total Base Bid (00100).pdf
4.	Santa Cruz Schedule of Unit Prices	Schedule of Unit Prices (Add 2) incl Attachment B (00100).pdf

Momberger, Margaret
Clark, Wayne
Riehm, Tracey
Roberts, Margaret
Johansson, M. Jake

Created/Initiated - 04/07/2016
Approved - 04/07/2016
Approved - 04/08/2016
Approved - 04/14/2016
Final Approval - 04/14/2016



INTENT TO AWARD

ITB # 15-30

Dunlawton Median Landscape Beautification Phase 1

03/28/16

Purchasing received One (1) bid submittals for ITB # 15-30 Dunlawton Median Landscape Beautification Phase 1.

After review of the bid submitted, City staff have determined intent to award to Santa Cruz Construction Inc.

Recommendation to award will be presented for City Council approval on April 19, 2016.

**Diana M. Fye, CPPB, FCPA
Purchasing Manager**



**CITY OF PORT ORANGE, FLORIDA
ITB TABULATION SHEET**

ALL BIDS ACCEPTED BY THE CITY OF PORT ORANGE ARE SUBJECT TO THE CITY'S TERMS AND CONDITIONS. ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE BIDDERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. BIDS FROM THE BIDDERS LISTED HEREIN ARE THE ONLY BIDS RECEIVED TIMELY AS OF THE OPENING DATE AND TIME. ALL OTHER BIDS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE. ALL BIDS ARE SUBJECT TO REVIEW BY THE CITY AND AWARD REQUIRES A FORMAL CONTRACT AND APPROVAL BY CITY COUNCIL.

ITB NUMBER: ITB-15-30
ITB TITLE: Dunlawton Medians Landscape Beautification Phase 1
OPENING DATE/TIME: 03/21/16 AT 2:30 P.M.

		Response 1	Response 2	Response 3	Response 4
Submittal Required Forms (mark "yes" or "no")		Santa Cruz Contruction,Inc			
1	Bidder's Acknowledgment	Yes			
2	Insurance Certificates	Yes			
3	Statement of Qualifications	Yes			
4	Listing of Previous Experience	Yes			
5	Materials and E-Verified listing of Subcontractors	Yes			
6	Bid Bond	Yes			
7	Public Entity Crime Statement	Yes			
8	Anti-Collusion Statement	Yes			
9	Drug Free/Tie Preference Statement	Yes			
10	Form Licence (Conctractor,Sunbiz,etc.)	Yes			
11	Schedule of Unit Pricing	Yes			
12	Total Base Bid	Yes			
13	Local Business Affidavit (Optional)	Yes			
1 Original, 2 Copies, 1 Digital Copy		Yes			
Deemed Responsive?		Yes			
TOTAL BASE BID		\$ 319,987.00	\$ -	\$ -	\$ -
ALTERNATE #1 One Year Maintenance		\$ 19,385.00	\$ -	\$ -	\$ -
ALTERNATE #2 3" NRTL Listed HDPE Schedule 40 Gray Power Duct		\$ 19,680.00	\$ -	\$ -	\$ -
ALTERNATE #2 Valve Box		\$ 978.00	\$ -	\$ -	\$ -

Opened and tabulated by: Diana M. Fye, CPPB, FCPA, Purchasing Manager
 Witnessed by: David Battaglia, Purchasing Agent

SECTION 00100
TOTAL BASE BID

BID #15-30: Dunlawton Median Landscape Beautification Phase 1

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Proposal, as principal or principals, Is or are named herein and that no other persons than herein mentioned has any interest in the Proposal or the Contract to which the work pertains; that this Proposal is made without connection or arrangement with any other person, company, or parties making a bid or proposal and that the Proposal is in all respects fair and made in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and that from personal knowledge and experience, or that he/she has made sufficient other investigations to fully satisfy self that such site is a correct and suitable one for this work and he/she assumes full responsibility therefore; that he/she is familiar with all legal requirements (Federal, State and local laws, ordinances, rules and regulations) pertaining to the Work; that he/she has examined the Drawings And Specifications for the work and from his/her own experience or from professional advice that the specifications are sufficient for the work to be done and he/she has examined the other contract documents and all addenda relating thereto, and that he/she has satisfied himself/herself fully, relative to all matters and conditions with respect to the work to which this Proposal pertains.

The Bidder proposes and agrees, if this Proposal is accepted, to contract with the City of Port Orange, (Owner) in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, transportation, and labor and to perform all work necessary to complete the Work specified in the Proposal and other Contract Documents.

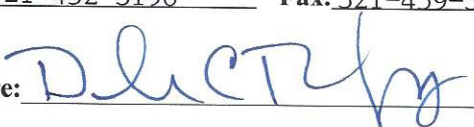
The undersigned offers to furnish all materials, equipment and labor for the provision of **Dunlawton Median Landscape Beautification Phase 1** for the City of Port Orange, Florida, complete in every respect in strict accordance with the specifications and any future changes therein. The Contractor shall perform these obligations for the prices listed attached and made a part of this Bid.

Company Name: Santa Cruz Construction, Inc.

Contact Person / Title: Dacks C. Rodriguez / Vice President

Mailing Address: 4205 N. Courtenay Parkway, Merritt Island **State:** FL **Zip:** 32953

Phone: 321-452-3190 **Fax:** 321-459-3358 **E-Mail:** scci@santacruzconstruction.com

Signature:  **Submitted on:** March 18, 2016.

TOTAL BASE BID COST: Three hundred nineteen thousand, nine hundred eighty-seven & 00/100
(In Words)

TOTAL BASE BID COST: \$319,987.00 (In Figures)

All bid prices shall be written in ink, in both words and numerals, in the blank spaces for each item, with the amounts extended if a unit price bid, and all amounts totaled. In the event of any discrepancy between the written amounts and the numerals, the written amounts shall govern and will be considered as the price bid.



"ATTACHMENT A" SECTION 00095 SCHEDULE OF UNIT PRICING
BID FORM-REVISED PER ADDENDUM NO. 2
CITY OF PORT ORANGE
SR421/DUNLAWTON MEDIAN
LANDSCAPE BEAUTIFICATION - PHASE I
ITB # 16-12

Completed "Attachment A" form MUST be included with Bid Submission
 Instruction to save Attachment from website: Perform "File Save As" and save spreadsheet to your computer.
 Fill in pricing in highlighted cells, preferably electronically.
Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.

NAME OF BUSINESS: Santa Cruz Construction, Inc.
 CONTACT PERSON: Dacks C. Rodriguez
 EMAIL ADDRESS: dcci@santacruzconstruction.com
 AUTHORIZED SIGNATURE: *[Signature]*

ITEM #	DESCRIPTION	QTY	UNIT	UNIT COST INSTALLED	TOTAL COST
ITEMS 2-13, ARE NOT INCLUDED IN THE BASE BID. UNIT PRICING TO INCLUDE INSTALLATION OF THE IRRIGATION COMPONENT IS REQUESTED AND MUST BE SUBMITTED.					
1	Irrigation System (Allowance)	1	LS	\$ 10,000.00	\$ 10,000.00
2	Hunter PGP rotor (purple cover)	1	EA	\$ 48.50	
3	Irritrol 200B Series 1" valve	1	EA	\$ 123.00	
4	Irritrol 200B Series 1-1/2" valve	1	EA	\$ 180.00	
5	Irritrol 200B Series 2" valve	1	EA	\$ 215.00	
6	Toro 570Z 6" Pop-up spray head	1	EA	\$ 47.50	
7	Toro 570Z 12" Pop-up spray head	1	EA	\$ 53.75	
8	Stream bubbler	1	EA	\$ 31.00	
9	TBOS 1 station controller	1	EA	\$ 325.00	
10	TBOS 2 station controller	1	EA	\$ 400.00	
11	TBOS 4 station controller	1	EA	\$ 470.00	
12	3/4" Schedule 40 PVC pipe, per lineal foot	1	LF	\$ 1.10	
13	1" Schedule 40 PVC pipe, per lineal foot	1	LF	\$ 1.40	
Landscaping					
14	Variegated Schefflera 3 Gal., 15" SPRD. X 18" HT.	140	EA	\$ 13.25	\$ 1,855.00
15	Summer Sunset Asiatic Jasmine 1 Gal, 12" SPRD.	1,988	EA	\$ 5.50	\$ 10,934.00
16	Society Garlic 1 Gal. 12" SPRD	364	EA	\$ 5.80	\$ 2,111.20
17	Cardboard Palm 7 Gal., 24" HT. X 24" SPRD.	28	EA	\$ 84.00	\$ 2,352.00
18	Crape Myrtle 30 Gal, MT, 2.5" Cal, 10'-12' HT.	4	EA	\$ 280.00	\$ 1,120.00
19	Ligstrum Trees 10' x 10', min. 6' C.T., MT, Matched	70	EA	\$ 1,238.00	\$ 86,660.00
20	Reclinata Palms 10'-12' CT HT., min. 6-8 trunks, max. 4" trunk diameter, clean sand and water backfill, 2 stakes per palm	27	EA	\$ 4,815.00	\$ 130,005.00
21	Steel edging	1610	LF	\$ 4.60	\$ 7,406.00
22	Landscape Rock	12	CY	\$ 355.00	\$ 4,260.00
23	Sod - St. Augustine 'Floritam'	20,000	SF	\$ 0.44	\$ 8,800.00
24	Mulch	93	CY	\$ 47.50	\$ 4,417.50
Miscellaneous/Administrative					
25	Maintenance of Traffic	1	LS	\$ 15,750.00	\$ 15,750.00
26	Misc. demolition, excavation, grading and bed preparation	1	LS	\$ 18,750.00	\$ 18,750.00
27	Administrative Items (Bonds, Construction Administration, As-built)	1	LS	\$ 15,566.30	\$ 15,566.30
TOTAL BASE BID (Line Items # 1, 14-27)					\$ 319,987.00
Alternate Additional Bid Item 1					
28	One Year Maintenance (Per Maintenance Plan on Sheet MP1)	1	LS	\$ 19,385.00	\$ 19,385.00
Alternate Additional Bid Item 2					
Electric conduit					
29	3" NRTL Listed, HDPE, Schedule 40, Gray, Power Duct	3000	LF	\$ 6.56	\$ 19,680.00
30	Valve box	6	EA.	\$ 163.00	\$ 978.00
ITEMS 2-13, ARE NOT INCLUDED IN THE BASE BID. UNIT PRICING TO INCLUDE INSTALLATION OF THE IRRIGATION COMPONENT IS REQUESTED AND MUST BE SUBMITTED.					
ALTERNATE BID ITEMS 28-30, ARE NOT INCLUDED IN THE BASE BID. UNIT PRICING IS REQUESTED AND MUST BE SUBMITTED. ELECTRICAL CONDUIT UNIT PRICE TO INCLUDE INSTALLATION.					

Experience in Landscaping

This Form is for the Bidder to list Work Experience.

Santa Cruz Construction, Inc.

BID# 15-30

59-1625608

Bidder's Name (Print Company name)**Contract ID****Bidder's FEID Number**

Experience in Landscape Installation, Establishment and Maintenance is required to bid on this project as defined below.

- 1) For this Contract, the contractor or Contract Project Manager is required to have at least five (5) years of experience in the active performance of roadway landscape work. Landscape work includes, but is not limited to, the acquisition, installation, establishment of plant materials, sod and irrigation systems for public roadways, but specifically excludes single family residential landscape and sod work. In order for the Contractor to be responsive, this Form must be filled out and submitted with the bid to the District Contract Administrator. This form must be signed by the owner of the company or a company officer and dated in the space provided on this form.
- 2) The contractor must provide independent written endorsements from two (2) separate Florida Registered Landscape Architects on company letterhead. These endorsements shall attest to the Florida Registered Landscape Architect's support of the contractor's skills, efficiency, and competence. Each Florida Registered Landscape Architect shall sign the endorsement, provide their license number, and include the following:
 - a) Project name with a brief description that evaluates the landscape work performance
 - b) Location of the project (city, state)
 - c) Professional substantiation of the contractor's skills, efficiency, and competence

- 3) A contractor presently prequalified with the Department in "Landscape" will suffice to meet the above requirements. If the contractor is prequalified as stated, mark an "X" in this space () and Sign and Date below.

LIST COMPANY'S ROADWAY LANDSCAPE EXPERIENCE

Project Name/Number	Project Location (City, State)	Description of Landscaping Work Performed	Owner/Contact Name Contact Phone Number	Prime or Sub	Beginning Mo / Year	Contract Duration
SR9 (I-95) & US 1 Interchange Areas-Landscaping E5W92	Volusia County Florida	Trees, plants, and mulch	F.D.O.T. / Lori Jones 386-740-3564	Prime	10/15	860 Days
Brevard County I-95 Rest Areas Landscaping E5W90	Brevard County Scottsmeer / Malabar	Trees, plants, mulch, and irrigation	F.D.O.T. / Andrew McAllister 321-634-6105	Prime	9/15	860 Days
Bold Landscaping I95 (SR9)-SR407 E5W23	Port St. John, FL	Trees, plants, mulch and irrigation	F.D.O.T. / Chris Gulam 321-634-6092	Prime	9/14	835 Days
SR9/I95 Landscaping E4D72	NB/SB Martin/St. Lucie Counties (Rest Areas)	Trees, plants, mulch irrigation, & wells	F.D.O.T. / John Spivey 954-777-4130	Prime	12/14	955 Days

Continued.

LIST ADDITIONAL COMPANY EXPERIENCE

Project Name/Number	Project Location (City, State)	Description of Landscaping Work Performed	Owner/Contact Name Contact Phone Number	Prime or Sub	Month/ Year	Contract Duration
Palm Bay Road Landscaping	Palm Bay, FL	Trees, plants, mulch irrigation, & wells	City of Palm Bay Rachel Gerena / 321-863-9096	Prime	9/12	730 Days
SR 512 Beautification	Sebastian, FL	Trees, plants, mulch irrigation, & wells	City of Sebastian Debbie Kreuger 772-453-8486	Prime	6/11	120 Days
Castaway Cove Park	Palm Bay, FL	Trees, plants, mulch	City of Palm Bay Tim Ford 321-409-7187	Prime	8/07	90 Days
Palm Bay Utilities Landscaping/Irrigation	Palm Bay, FL	Trees, plants, mulch irrigation	City of Palm Bay Wade Sweeney 321-733-3093	Prime	7/07	120 Days
						Days
						Days
						Days
						Days

LIST PROJECT MANAGER'S EXPERIENCE

Project Name/Number	Project Location (City, State)	Description of Landscaping Work Performed	Owner/Contact Name Contact Phone Number	Prime or Sub	Month/ Year	Contract Duration
US 1 Beautification Palm Bay, FL	Palm Bay, FL	Plants, trees, mulch sod, irrigation, maintenance	City of Palm Bay Rachel Gerena 321-863-9096	Sub	2012-2013	365 Days
Babcock Street Beautification	Melbourne, FL	Landscape & irrigation	F.D.O.T.	Sub	2006-2007	365 Days
SR 3 Beautification	Merritt Island, FL	Plants, trees, mulch sod, irrigation, maintenance	F.D.O.T. - Brevard County 321-634-6100	Sub	2006-2007	365 Days

Continued.

LIST ADDITIONAL PROJECT MANAGER'S EXPERIENCE

Project Name/Number	Project Location (City, State)	Description of Landscaping Work Performed	Owner/Contact Name Contact Phone Number	Prime or Sub	Month/ Year	Contract Duration
Emerson Road SE Landscaping	Palm Bay, FL	Landscaping & Irrigation	F.D.O.T.	Sub	2005-2006	365 Days
Healthfirst Medical	Viera, FL	Landscaping & Irrigation	Healthfirst	Sub	2006-2007	365 Days
MTMA Medical Headquarters	Melbourne, FL	Landscaping & Irrigation	MTMA	Sub	2007-2008	365 Days
						Days
						Days
						Days
						Days
						Days
						Days
						Days
Dacks C. Rodriguez / Vice President			03 / 18 / 20 16			
Print Name of the Owner or Company Officer		Signature of the Owner or Company Officer				

JOSEPH W. SCHULKE, P.E.
JODAH B. BITTLE, P.E.
WILLIAM P. STODDARD, Ph.D., P.E.

SCHULKE, BITTLE & STODDARD, L.L.C.

CIVIL & STRUCTURAL ENGINEERING • LAND PLANNING • ENVIRONMENTAL PERMITTING

June 1, 2015

Re: Santa Cruz Construction, Inc.
Letter of Recommendation

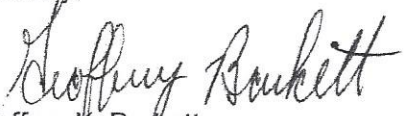
To Whom it May Concern:

Please accept this letter of recommendation prepared on behalf of Santa Cruz Construction, Inc. for their performance on the City of Sebastian - County Road 512 Landscape Improvement project (FDOT project number FPID: 418031-1-58-01). This project was successfully completed in January 2012 to the satisfaction of the City of Sebastian and numerous residents.

The City of Sebastian project consisted of landscape improvements at three (3) intersections within the medians. All materials provided were in excellent condition and have continued to flourish. Their attention to detail, from a designer's point of view, made this project enjoyable to be part of.

I highly recommend Santa Cruz Construction, Inc. for any FDOT roadway landscape improvement projects based upon their communication, workmanship, and efficiency.

Sincerely,



Geoffrey K. Barkett
FNGLA Certified Landscape Designer
License No. 71



May 2, 2014

**Subject: Palm Bay Road and Interstate 95 Interchange
Landscape and Irrigation - Brevard County
Santa Cruz Construction, Inc.**

To whom it may concern:

I am pleased to provide this letter of recommendation for Santa Cruz Construction, Inc. for their work performance on a roadway landscape project. Miller Legg worked with Santa Cruz Construction, Inc. on the following project:

- 241221-4-58-01 and 241221-4-58-02 – the Palm Bay I-95 Interchange and County Road 516, (Palm Bay Road) from Minton Road to Robert J. Conlin Blvd.
City of Palm Bay, Florida, Completed 2013/2014

For the above-listed project, Santa Cruz Construction, Inc. delivered quality materials, workmanship and management practices. Their attention to detail, efficiency and follow up resulted in a successful project. They demonstrated these skills during the entire construction process including the establishment period.

The project was a success and completed to the satisfaction of the Department and the local municipality.

Based upon our first hand experience working with the Santa Cruz Construction team, I can enthusiastically recommend this company for FDOT roadway landscape construction projects. Should you have any questions or require additional information, please contact me at jgorham@millerlegg.com or 407-629-8880.

Sincerely,

A handwritten signature in black ink, appearing to read 'J. Gorham', written over a horizontal line.

John P. Gorham, RLA
LA-0001237
Senior Landscape Architect

IMPROVING COMMUNITIES. CREATING ENVIRONMENTS.

Central Florida Office: 631 S Orlando Avenue • Suite 200 • Winter Park, Florida • 32789-7122

(407) 629-8880 • Fax: (407) 278-1264

www.millerlegg.com



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 04/19/2016

Consent item: No

SUBJECT: Amendment Number 23 to the Contract with Zev Cohen & Associates, Inc. (ZCA) for Professional Services for landscape design and permitting for the 421/Dunlawton Median Landscape Beautification – Phase 2 & 3 (Nova Road to Taylor Branch Road).

DEPARTMENT: Community Development

GOAL: 2 - Quality of Life

OBJECTIVE: 1 - Maintain existing beautification efforts and implement phases not yet complete

RECOMMENDED MOTION: Motion to approve Amendment Number 23 to the Contract for Professional Services for landscape design and permitting for the 421/Dunlawton Median Landscape Beautification – Phase 2 & 3 (Nova Road to Taylor Branch Road) with Zev Cohen & Associates, Inc. (ZCA) in the amount of \$42,500, and to authorize the Mayor and City Clerk to execute the Contract Amendment.

SUMMARY: The scope of work contained in the Twenty-third Amendment provides professional services for landscape design and permitting for the 421/Dunlawton Median Landscape Beautification – Phase 2 & 3 (Nova Road to Taylor Branch Road). Services under this contract amendment include preliminary and final landscape plans and irrigation upgrade specifications. The consultant will coordinate with FDOT and City staff to produce permitted, construction ready plans within five months of the Notice to Proceed allowing the City to put the project out to bid Fall 2016. The design fee represents 6.5% of the construction budget.

Phase 2 & 3 improvements to be funded by a \$650,000 Landscape Discretionary Grant from FDOT, which becomes available after 7/1/2016.

Project No.: AIO022 Funding Account No.: 317-1000-519.63-97

ATTACHMENTS:

1.	ZCA Manhour Estimate	16031 Manhour Spreadsheet.pdf
2.	Amendment No. 23	Amendment No 23.pdf

Momberger, Margaret
Clark, Wayne
Riehm, Tracey

Created/Initiated - 04/07/2016
Approved - 04/07/2016
Approved - 04/11/2016

Roberts, Margaret
Johansson, M. Jake

Approved - 04/14/2016
Final Approval - 04/14/2016

**Continuing Services
City of Port Orange
Professional Engineering Services for Site Development
ZC 16031**

Task	Principal \$135.00	Registered Landscape Architect \$108.00	Senior Designer \$90.00	Landscape Designer \$60.00	Clerical \$39.00	Subtotal
1.0 FDOT Coordination	4.00 \$540.00	30.00 \$3,240.00	30.00 \$2,700.00	2.00 \$120.00	\$0.00	66.00 \$6,600.00
2.0 Landscape Design and FDOT Permitting	10 \$1,350.00	90 \$9,720.00	90 \$8,100.00	20 \$1,200.00	2 \$78.00	212.00 \$20,448.00
3.0 Irrigation Assessment	1 \$135.00	20 \$2,160.00	20 \$1,800.00	\$0.00	\$0.00	41.00 \$4,095.00
4.0 Drainage Assessment	2 \$270.00	15 \$1,620.00	20 \$1,800.00	\$0.00	\$0.00	37.00 \$3,690.00
5.0 Bidding and Construction Administration	8 \$1,080.00	16 \$1,728.00	12 \$1,080.00	\$0.00	4 \$156.00	40.00 \$4,044.00
6.0 Meetings	4 \$540.00	8 \$864.00	8 \$720.00	\$0.00	\$0.00	20.00 \$2,124.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00 \$0.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00 \$0.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00 \$0.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00 \$0.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00 \$0.00
Total Hours by Task	29.00	179.00	180.00	22.00	6.00	416.00
Total Fees by Task	\$3,915.00	\$19,332.00	\$16,200.00	\$1,320.00	\$234.00	\$41,001.00
Reimbursable Expenses						\$ 1,499.00
GRAND TOTAL						\$42,500.00

Amendment Number 23

To Contract for Professional Engineering Services for Site Development

Dated November 9, 2010

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

This Amendment No.23 is entered into by and between the **City of Port Orange, Florida**, a chartered municipal corporation, located at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **Zev Cohen & Associates, Inc.**, a Florida for profit corporation, located at 300 Interchange Boulevard, Ormond Beach, Florida 32174 (the "Engineer") this ____ day of _____, 2016.

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

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

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

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

WITNESSETH

1. Scope of Work The City and Engineer mutually agree to amend the Contract to provide professional services for landscape design and permitting for the Dunlawton Avenue median landscape refurbishment from Nova Road to I-95(+/- 2 mile) in the City of Port Orange, Florida, as follows:

Task 1.0 FDOT Coordination

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

Task 2.0 Landscape Design and FDOT Permitting

ZCA shall use available ACAD or PDF drawings or aerials as their base file to show the proposed landscape improvements. The City of Port Orange acknowledges that the design and permitting work will be done without the benefit of topographical survey.

Site conditions or FDOT may warrant actual field survey to be acquired as a condition of approvals. If needed, survey will be considered an additional service.

1. ZCA shall prepare a Preliminary Landscape Plan identifying proposed trees and vegetative ground cover for proposed landscape medians. A copy of the preliminary plan shall be sent to the City Staff for their review and comment. The City Staff comments shall be incorporated into the Final Landscape Plan.

2. ZCA shall prepare a Final Landscape Plan based on the preliminary Landscape Plan, the staff comments and the City of Port Orange and FDOT requirements. The Plan shall identify final location of the proposed plantings and their associated specifications and are to be utilized by the City for bidding purposes and FDOT permitting.

Task 3.0 Irrigation Assessment

ZCA shall review existing irrigation system and provide plans identifying any needed upgrades or modifications. ZCA shall prepare an Irrigation Plan identifying the location and specifications for proposed heads, valves, piping, sleeving, water source and controller, per City of Port Orange and Volusia County Waterwise requirements. If the water source is a potable water main or reuse main it is assumed there is adequate capacity and pressure to accommodate the proposed irrigation system. If the water source is a proposed well, ZCA shall prepare performance specifications for contractors to bid. The electric power design for the well shall be done by others.

Task 4.0 Drainage Assessment

ZCA shall review existing median drainage and provide plans to remedy any minor drainage issues.

Task 5.0 Bidding and Construction Administration

Bidding Services

ZCA shall provide the following bid services:

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

Construction Administration Services

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

Task 6.0 Meetings

ZCA shall attend two (2) coordination meetings with City staff to review preliminary and final design drawings.

Task 7.0 Reimbursables

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

2. Cost of Work The City and Engineer agree that the total cost of the work to be performed under this Amendment shall not exceed forty-two thousand and five hundred dollars and 00/100 cents (\$42,500.00) and that this lump sum was negotiated based on the hourly rates as set forth in the Contract.

3. Public Records Compliance: Consultant shall comply with public records laws as set forth in Section 119, Florida Statutes, and shall specifically: (a) keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service; (b) provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Consultant upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City. If Consultant does not comply with a public records request, the City shall enforce the contract provisions in accordance with the contract.

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

5. Schedule All design and permitting task (1.0-4.0) shall be completed within 150 calendar days from the consultants notice to proceed.

IN WITNESS WHEREOF the parties have made and executed this Amendment No. 23 the day and year written above.

Zev Cohen & Associates Inc.

By: _____
Authorized Representative

Attest: _____

Date: _____

CITY OF PORT ORANGE, FLORIDA

By: _____
Allen Green, Mayor

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

Date: _____

116031c01
SRB