



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

FEBRUARY 17, 2015

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 - Our Lady of Hope Catholic Church/Father Chris Hoffman
3. Roll Call

B. PUBLIC HEARING

Second Reading - Ordinance No. 2014-32 - Comprehensive Plan Amendment

4. (Small Scale) *Urban High Density Residential (8-16 units/acre)* to *Commercial* for 1040 Herbert St. Case No. 14-20000001

Second Reading - Ordinance No. 2014-33 - Rezoning Multi-family High Density (R-

5. 3H) to Highway Commercial (HC) for property at 1040 Herbert St. Case No. 14-60000005

C. AGENDA APPROVAL

D. BOARD APPOINTMENTS, INTERVIEWS, REPORTS

6. Citizen Advisory Committee for TPO Report by Bobby Ball

E. SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

7. Police Department Recognition Awards

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

G. COUNCIL COMMENTS

8. Comments/Concerns from Council Members

H. CONSENT AGENDA

9. Approval of Minutes

a. January 29, 2015 - Special City Council Meeting

b. February 3, 2015 - Regular City Council Meeting

10. Resolution No. 15-11 - ECHO Grant Application for Acquisition of the FEC Port Orange Train Depot

11. Resolution No. 15-12 - Land & Water Conservation Fund (LWCF) Grant Application – Riverwalk Park Phase I

12. December 2014 Project Manager's Report

13. Building Activity Report and Development Activity Report for January, 2015

14. Crime Report for Fourth Quarter 2014

15. Financial Report

16. Award of Bids and Contracts

a. Piggyback State contract with Grainger, Inc. to purchase Maintenance, Repair and Operations materials and supplies.

b. Sole Source agreement for services with Biological Consulting Services, Inc.

c. Award of Bid B14-17 Garnsey Water Plant Large Meter Replacement and Upgrade Project with L7 Construction

d. Piggyback South Daytona Electrical Service Contract with Giles Electrical Services

e. Award of Bid #14-27 South Spruce Creek Rd Trail from Central Park Blvd North to Taylor Rd

f. Award of Bid #14-29 Southwinds Sidewalk

g. Wrecker Service and Tow Rates

1. Extension of Wrecker Service Agreement

2. Resolution 15-13 - Maximum Nonconsensual Tow Rates

17. Deductive final change order to National Metering Services for Task Authorizations 1 and 2

18. Resolution No. 15-14 - Amendment 1 Funding Resolution

I. REGULAR AGENDA

19. First Reading - Ordinance No. 2015-1 - Amending Fire and Rescue Pension Plan.

20. First Reading - Ordinance No. 2015-3 - Removing Whitepalm from the CBL/BM Port Orange West Community Development District

21. First Reading-Ordinance No. 2015-5 - Extending Utility Bill Due Dates and Regarding Credits for Extraordinary Consumption
22. Golf Course Renovations
23. BB&T Bank's request to reduce the Code Enforcement fine for 5536 S. Ridgewood Avenue.
24. Budget Calendar

J. COMMENTS

25. City Attorney request to authorize Special Legal Counsel
26. Interim City Manager Comments

K. COUNCIL COMMITTEE REPORTS

27. City Council Committee Reports
 - a. General Employee's Pension Board
 - b. YMCA
 - c. Volusia League of Cities
 - d. ArtHaus
 - e. Port Orange/South Daytona Chamber of Commerce
 - f. Elected Officials Roundtable

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 02/17/2015

Consent item: No

SUBJECT: Second Reading - Ordinance No. 2014-32 - Comprehensive Plan Amendment (Small Scale) *Urban High Density Residential (8-16 units/acre)* to *Commercial* for 1040 Herbert St. Case No. 14-20000001

DEPARTMENT: Community Development

RECOMMENDED MOTION: Approve Ordinance No. 2014 - 32 to change the Future Land Use designation for ± 0.68 acres from *Urban High Density Residential (8 – 16 units per acre)* to *Commercial*.

SUMMARY:

Planning Commission Action (11/20/14): Recommended Approval

The applicant is requesting to change the Future Land Use (FLU) designation from *Urban High Density Residential (8-16 units/acre)* to *Commercial* for ± 0.68 acres (amendment area) of an overall ± 4.54 -acre property. The ± 0.68 -acre amendment area is located west of the intersection of Herbert Street and Nova Road. The remaining ± 3.86 acres are not included in the proposed amendment and would retain the current *Urban High Density Residential* FLU designation.

If the proposed FLU amendment is approved, the applicant intends to rezone the property from High Density Multi-family Residential (R-3H) to Highway Commercial (HC) and combine the property with the existing Circle K parcel as well as the vacant parcel located south of the Circle K. The applicant then intends to demolish the existing 2,400 square foot convenience store and four fuel dispensers and redevelop the expanded site with a 4,400 square foot new convenience store with up to 16 fueling dispensers along with associated site improvements. The proposed Circle K will be similar to the store being reconstructed at Nova Road and Spruce Creek Road.

Project Funding Account
No.: No.:

ATTACHMENTS:

1.	Ord. No. 2014-32	Ord. No. 2014-32.doc
2.	Legal Description - Exhibit "A"	EXHIBIT A.pdf
3.	FLU Map - Exhibit "B"	Circle K FLU.pdf
4.	Staff Report	FLU Staff Report.pdf

Perney, Gwen

Created/Initiated - 12/12/2014

ORDINANCE NO. 2014-32

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, RELATING TO
COMPREHENSIVE PLANNING; AMENDING THE FUTURE
LAND USE MAP OF THE COMPREHENSIVE PLAN;
AMENDING THE FUTURE LAND USE DESIGNATION
FROM URBAN HIGH DENSITY RESIDENTIAL TO
COMMERCIAL; PROVIDING FOR CONFLICTING
ORDINANCES, SEVERABILITY AND AN EFFECTIVE
DATE.

WHEREAS, after careful review and a public hearing, the Planning Commission, sitting as the Local Planning Agency, has forwarded a recommendation to the City Council regarding this proposed amendment to the Comprehensive Plan for the City of Port Orange; and

WHEREAS, the proposed amendment to the Comprehensive Plan directly relates to small scale development activities as provided in Section 163.3187(1)(c), Florida Statutes; and

WHEREAS, the City Council of the City of Port Orange has received comments and proposals from the general public and held at least one public hearing with regard to the proposed amendment to the Comprehensive Plan; and

WHEREAS, the amendment to the Comprehensive Plan shall be submitted to the Volusia Growth Management Commission for a determination of consistency in accordance with Section 202.3 of the Charter of Volusia County, Florida; and

WHEREAS, the City Council hereby declares that the purpose and intent of the proposed amendment to the Comprehensive Plan is to guide future growth and development; encourage the most appropriate use of land, water, and other resources,

consistent with the public interest; promote and protect the public health, safety, comfort, good order, appearance, convenience, aesthetics, and general welfare; prevent the overcrowding of land and avoid undue concentration of population; provide adequate and efficient transportation, water, sewage, drainage, fire protection, parks, recreational facilities, housing, and other services, facilities and resources; and conserve and protect natural resources within the City, while protecting private property rights; and

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

Section 1. For purposes herein, the term “Comprehensive Plan”, shall mean the Comprehensive Plan for the City of Port Orange, consisting of the two (2) volumes entitled “Comprehensive Plan City of Port Orange 2010-2025”, including Binder No. 1, consisting of ten (10) elements, including Future Land Use and Future Land Use Map; Transportation; Housing; Public Facilities; Public Schools Facilities; Coastal Zone Management; Conservation; Recreation and Open Space; Intergovernmental Coordination; and Capital Improvements, all as adopted by Ordinance No. 1999-43, as subsequently amended by Ordinances No. 1999-46, 1999-56, 1999-57, 2000-1, 2000-8, 2000-13, 2000-25, 2000-29, 2000-41, 2001-2, 2001-21, 2001-26, 2001-28, 2001-75, 2001-76, 2001-89, 2002-7, 2002-20, 2003-3, 2003-1, 2003-22, 2003-39, 2004-34, 2004-39, 2005-1, 2005-3, 2005-13, 2005-15, 2005-25, 2005-27, 2005-30, 2005-31, 2005-49, 2006-9, 2006-16, 2006-24, 2006-41, 2006-51, 2006-53, 2007-4, 2007-14, 2007-30, 2007-48, 2007-55, 2007-57, 2007-60, 2007-61, 2008-2, 2008-8, 2008-9, 2008-12, 2008-16, 2008-19, 2008-36, 2009-3, 2009-19, 2009-20, 2010-14, 2010-20, 2010-30,

2011-24, 2011-34, 2012-8, 2012-24, 2012,30, 2013-20, 2013-25, 2014-31 and this ordinance.

Section 2. The Future Land Use Map of the Comprehensive Plan is hereby amended for the parcel of land as described in Exhibit "A" and as shown on the Map depicted in Exhibit "B", attached hereto and by reference made a part hereof, Urban High Density Residential to Commercial.

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 first reading on the day of

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

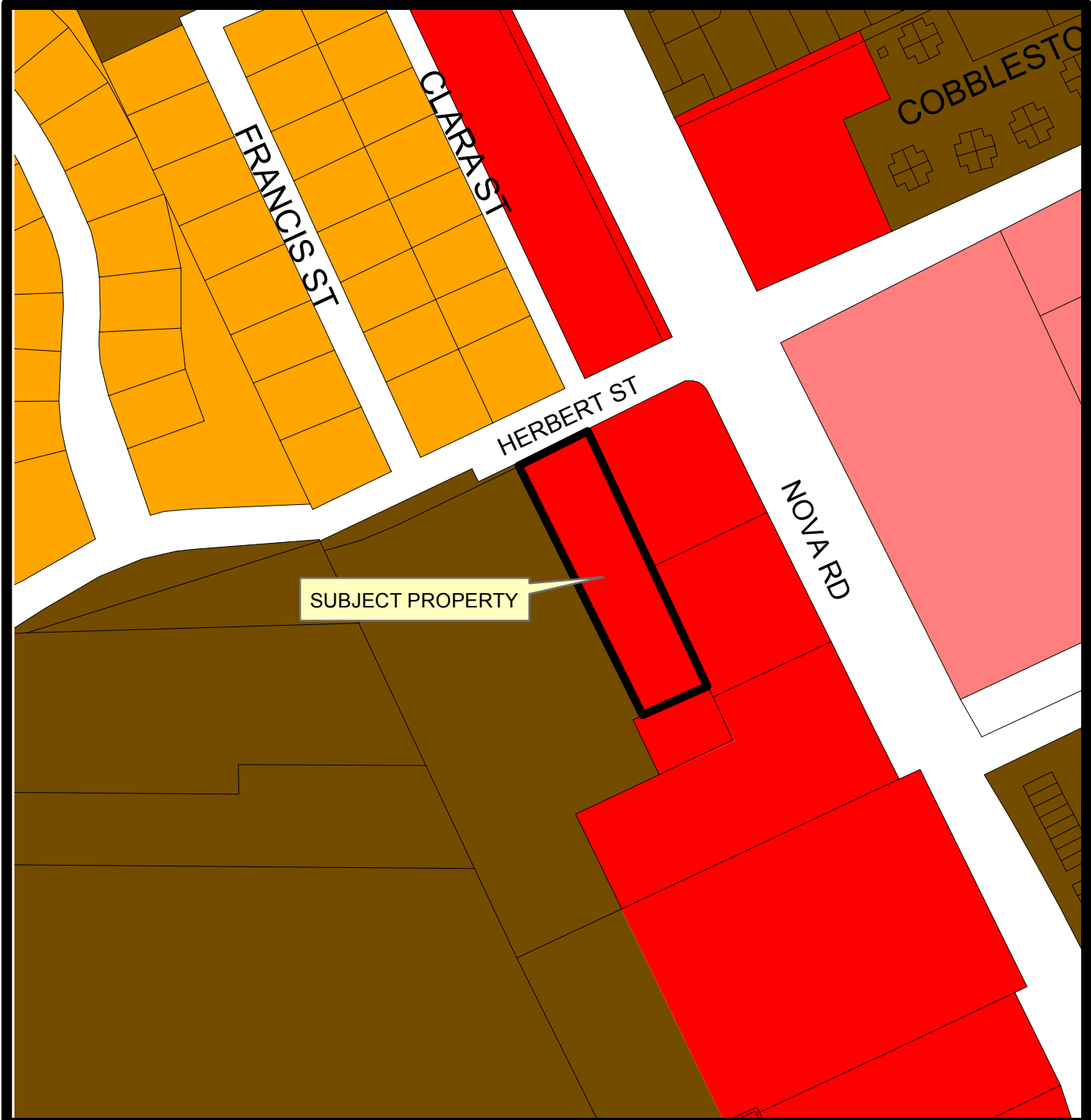
Reviewed and Approved: _____
City Attorney

Case No. 14-20000001

EXHIBIT "A"

A PART OF LOT 1, BLOCK 24, DUNLAWTON, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN DEED BOOK M, PAGE 187, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND X-CUT AT THE NORTHWEST CORNER OF PARCEL ID 37-16-33-21-00-0010, THENCE S25°49'07"E, A DISTANCE OF 12.54 FEET TO THE POINT OF BEGINNING; THENCE S25°57'45"E, A DISTANCE OF 385.83 FEET; THENCE S64°38'33"W, A DISTANCE OF 75.00 FEET; THENCE N25°57'42"W, A DISTANCE OF 385.61 FEET; THENCE N64°28'17"E, A DISTANCE OF 75.00 FEET TO THE POINT OF BEGINNING.



Future Land Use Categories

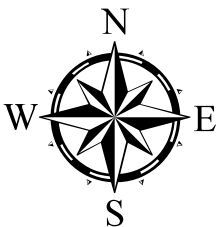
-  Urban Medium Density Residential (4-8 Units/Acre)
-  Urban High Density Residential (8-16 Units/Acre)
-  Office/Residential Transition (Up to 10 Units/Acre)
-  Commercial



FUTURE LAND USE MAP

CITY OF PORT ORANGE

DEPARTMENT OF COMMUNITY DEVELOPMENT





STAFF REPORT

Small Scale Comprehensive Plan Amendment /
Circle K
CASE NO. 14-20000001

REQUEST: Change the Future Land Use designation of approximately 0.68 acres from *Urban High Density Residential* (8 – 16 units per acre) to *Commercial*

LOCATION: 1040 Herbert St. (Figure 1 – Location Map)

OWNER: Arrington Developers of Florida LLC

APPLICANT: Ryan Plate, Circle K

STAFF RECOMMENDATION: **Approval**

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

PLANNING COMMISSION DATE: November 20, 2014

PROPERTY OVERVIEW:

The proposed amendment is to change the Future Land Use (FLU) designation from *Urban High Density Residential (8-16 units/acre)* to *Commercial* for ± 0.68 acres (amendment area) of an overall ± 4.54 -acre property. The ± 0.68 -acre amendment area is located west of the intersection of Herbert Street and Nova Road. The remaining ± 3.86 acres are not included in the proposed amendment and would retain the current *Urban High Density Residential* designation.

The subject property is located along Herbert Street, west of the existing Circle K convenience store and gas station. The property is currently undeveloped. If the proposed FLU amendment is approved, the applicant intends to rezone the property from High-Density Multi-Family Residential (R-3H) to Highway Commercial (HC) and combine the property with the existing Circle K parcel as well as the vacant parcel located south of the Circle K. The applicant then intends to demolish the existing 2,400 square foot convenience store, four fuel dispensers and redevelop the expanded site with a 4,400 square foot new convenience store with up to 16 fueling dispensers along with associated site improvements. The proposed Circle K will be similar to the store being reconstructed at Nova Road and Spruce Creek Road.

Figure 1. Location Map

**DISCUSSION:**

According to the City's Comprehensive Plan, "*Commercial* land uses are those that provide for the retail sale of items and services to the general public. These areas consist of shopping centers, retail stores, restaurants, automobile service facilities, personal services, offices, and similar uses." The City has planned for and designated commercial nodes at intersections of major roads in the Future Land Use Element of the Comprehensive Plan. In this case, the subject property is part of a Neighborhood Commercial node located at the intersection of Herbert Street and Nova Road. The node classification was determined based on the classification of the adjacent roadways and size of the surrounding neighborhoods. Neighborhood Commercial nodes are intended to serve the convenience needs of neighborhood areas within a ± 1 mile radius.

The current adopted and proposed Future Land Use (FLU) designation is identified on Exhibit "A". The current zoning classification of the adjacent properties and the subject property (R-3H) are identified on Exhibit "B".

PROPOSED AMENDMENT:

The proposed amendment is to change the FLU designation for ± 0.68 acres from *Urban High Density Residential* (8-16 units/acre) to *Commercial*. Table 1 identifies the maximum allowable density/intensity by the current and proposed FLU designations

Table 1. Current & Proposed Future Land Uses – Density/Intensity by Category

	Current FLU	Proposed FLU	Net Change in FLU
	[theoretical max dwelling units (DU)/sq.ft.]		
Commercial (0.3 FAR ⁽¹⁾)	0	8,676 sq. ft.	+8,676 sq.ft.
Urban High Density Residential (8-16 units/acre)	10 DU	0 DU	-10 DU
TOTAL	10 DU 0 sq.ft.	0 DU 8,676 sq.ft.	-10 DU + 8,676 sq. ft.

**The subject property is located in a designated Neighborhood Commercial node, which has a maximum Floor Area Ratio (FAR) of 0.3.*

INFRASTRUCTURE IMPACT ASSESSMENT

In accordance with standard practice from the Florida Department of Economic Opportunity (DOE) and other review agencies, an impact comparison analysis of the proposed amendment has been completed based upon the theoretical maximum development potential under the current future land use designation versus the designation proposed. The following seven public facilities and services were examined (Table 2):

- | | |
|-------------------|------------------------|
| 1. Transportation | 5. Stormwater Drainage |
| 2. Sanitary Sewer | 6. Recreation |
| 3. Potable Water | 7. Schools |
| 4. Solid Waste | |

Table 2. Impact Analysis (Theoretical Max.)

Development Variable	Current Land Use	Proposed Land Use	Net Change
Residential Units	10	n/a	-10
Non-residential Buildable Sq. Ft.*	n/a	8,676	8,676
Population ¹	24	n/a	-24
PM Peak Hour Trips/Daily Trips ²	5/58	33/370	28/312
Sanitary Sewer (gallons/day) ³	1,600	868	-732
Potable Water (gallons/day) ⁴	1,800	868	-932
Solid Waste (lbs.) ⁵	77	87	10
Stormwater Drainage ⁶	n/a	n/a	n/a
Recreation/Open Space ⁷	0.16	n/a	-0.16

Notes:

- | | |
|-------------------------|--|
| 1. Population: | 2.25 persons per household (per 2010 Census) |
| 2. Transportation: | ITE Trip Generation Manual, 9 th Edition |
| 3. Sanitary Sewer: | 160 gallons per day per Equivalent Residential Unit; 1/10 gallon per square foot per day of non-residential development |
| 4. Potable Water: | 180 gallons per day per Equivalent Residential Unit; 1/10 gallon per square foot per day of non-residential development |
| 5. Solid Waste | 3.21 pounds per person per day; 10 pounds per 1,000 square feet per day of non-residential development |
| 6. Stormwater Drainage: | LOS standard = 25 year, 24 hour event. Drainage system will be designed to meet the requirements of the Land Development Code. |
| 7. Rec. & Open Space: | 7 acres/1,000 persons (0.007 acres/person) |

**The subject property is located in a designated Neighborhood Commercial node, which has a maximum Floor Area Ratio (FAR) of 0.3.*

TRANSPORTATION

A slight increase in the number of daily and p.m. peak hour trips is likely as a result of the proposed FLU amendment. Based on the Institute of Transportation Engineers Manual, the proposed *Commercial* designation could generate an additional 28 p.m. peak hour trips and 312 daily trips.

Similar to other developments within the City, the developer may be required to submit a traffic study at the time a site plan is submitted to fully assess the impacts of the proposed development on the surrounding roadway network and to identify any improvements that might be needed.

According to the latest traffic counts for Nova Road and Herbert Street, there is sufficient capacity on these roads for traffic estimated to be generated by future development of this property (Table 3).

Table 3. Roadway Capacity

Roadway Segment	Adopted Level-of-Service (LOS)	Maximum Capacity Vehicles per day*	Current Vehicles per day*	Remaining Capacity Vehicles per day
Nova Rd. between Madeline Ave. and Herbert St.*	D	59,900	26,000	+33,900
Nova Rd. between Herbert St. and Dunlawton Ave.*	D	39,800	26,000	+13,800
Herbert St. between City Center Dr. and Nova Rd.**	E	12,744	9,157	+3,587

*Source: Volusia County Traffic Engineering, 2013

** Source: City of Port Orange, 2014

SANITARY SEWER

The City has available sewer capacity to accommodate the proposed land use change. The City's adopted LOS standard for sanitary sewer is 160 gallons per day per Equivalent Residential Unit (ERU) and 1/10 gallon per square foot per day of non-residential development. Using these standards, the proposed FLU designation would theoretically generate less wastewater per day.

POTABLE WATER

The City has available well and Consumptive Use Permit (CUP) capacity to serve the proposed land use change. The City's adopted LOS standard for potable water is 180 gallons per day per ERU and 1/10 gallon per square foot per day of non-residential development. Using these standards, the proposed FLU designation would theoretically demand less potable water per day.

SOLID WASTE COLLECTION

There is available capacity at the landfill to address the City's solid waste disposal needs. Solid waste generated within the City is delivered to the Volusia County landfill, a 3,000-acre Class I landfill with a projected life span to the year 2050. The City's collection standard is 1,350 residential units per curbside collection crew, per day, a weight standard of 3.21 pounds per person per day, and 10 lbs. per 1,000 square feet of non-residential development per day. Using these standards, the proposed FLU designation would theoretically generate 10 more pounds of solid waste per day.

STORMWATER DRAINAGE

There is no anticipated impact to the City's drainage system from the proposed land use change. Stormwater management in the City deals with both quality and quantity. The City's adopted LOS standard for stormwater is the 25-year, 24-hour storm event. More specifically, the stormwater facilities must be capable of treating and conveying the runoff from such a storm without causing flooding of adjacent properties or polluting any receiving water bodies. In addition, the Comprehensive Plan and Land Development Code require that there be no net loss of stormwater retention function as a result of development. The site must have the same ability to store and discharge water after development as it does before development occurs. Any future redevelopment of the property will be required to address stormwater retention on the property in accordance with these City standards.

RECREATION AND OPEN SPACE

There is no anticipated impact to the City's recreational facilities or parkland from the proposed FLU amendment. The development of this property with commercial uses would not require additional parkland or recreation facilities because it is a non-residential use.

SCHOOLS

There is a reduction in impact to school facilities as a result of the FLU amendment not having a residential component.

REVIEW CRITERIA AND STAFF FINDINGS

1. *The land use proposal is consistent with the goals, objectives, and policies of the adopted Port Orange Comprehensive Plan.*

Staff finding: The proposed FLU amendment is generally consistent with the Goals, Objectives, and Policies of the City's Comprehensive Plan. The proposed land use category meets the locational criteria for the *Commercial* designation of being located at a designated Neighborhood Commercial Node at the intersection of roadways (Exhibit "C"). All public facilities have adequate capacity to accommodate the proposed land use change.

2. *Amendments shall not result in incompatible land use designations for adjacent parcels or a neighborhood. Compatibility shall be determined by scale of development, intensity, density, and type of use, and the juxtaposition of uses.*

Staff finding: The proposed FLU amendment is consistent with the adjacent properties and will be part of the designated Herbert Street/Nova Road Neighborhood Commercial Node. The subject property will be joined with a property currently designated *Commercial* and adjacent to property designated *High-Density Residential (8 – 16 units per acre)* and *Commercial*. There will be a slight increase in overall commercial area at the node, but it will continue to be buffered by *Urban High Density Residential* land use to the west.

3. *An amendment shall not result in negative economic, social, or other impacts to the City of Port Orange.*

Staff finding: Based on the infrastructure impact analysis, all public facilities have adequate capacity to accommodate the proposed amendment. The proposed amendment would allow for commercial development where residential is currently allowed. The proposed land use is anticipated to reduce the impact on potable water, sanitary sewer, recreation, and public school facilities. A minimal impact on roadways and solid waste is projected; however, capacity exists for the increase in traffic and solid waste.

4. *An amendment shall be approved only if the parcel can subsequently be developed in full compliance with any and all applicable standards of the Port Orange Land Development Code.*

Staff finding: No development plans are currently proposed; however, future development of the property will be required to comply with all applicable standards of the Port Orange Land Development Code. A separate application is being reviewed concurrently to rezone the subject property to Highway Commercial (HC) zoning.

5. *An amendment shall not increase the clearance time for evacuation of the population in the Hurricane Vulnerability Zone above six hours.*

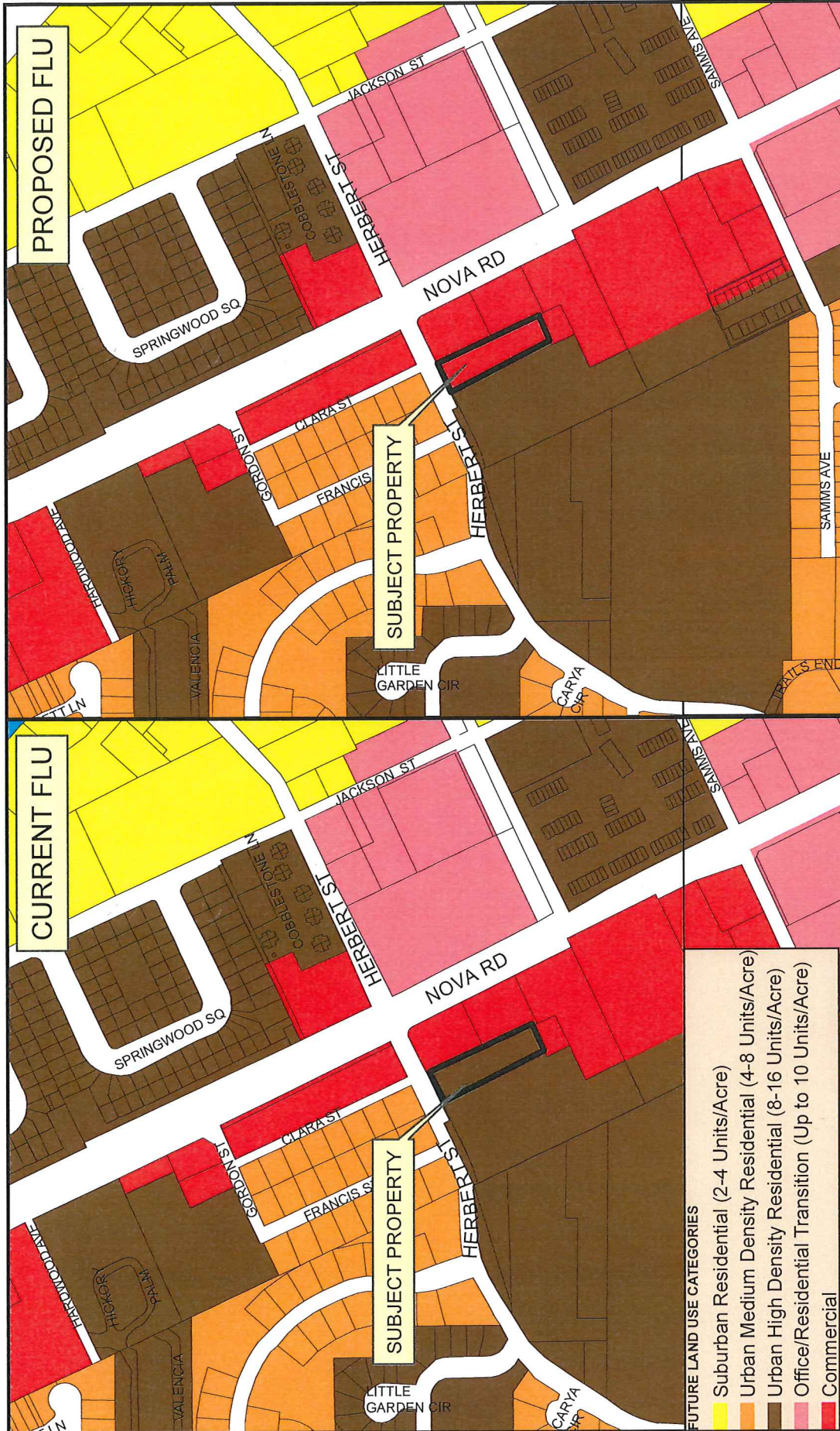
Staff finding: The subject property does not lie within the Hurricane Vulnerability Zone. The proposed amendment will not negatively impact the clearance time for evacuation of the population in the Hurricane Vulnerability Zone.

STAFF RECOMMENDATION

Staff recommends **approval** of the request to change the Future Land Use designation of approximately 0.68 acres of land from *Urban High Density Residential* to *Commercial*, and transmittal to the Florida Department of Economic Opportunity, the Volusia Growth Management Commission and other review agencies for review.

Attachments:

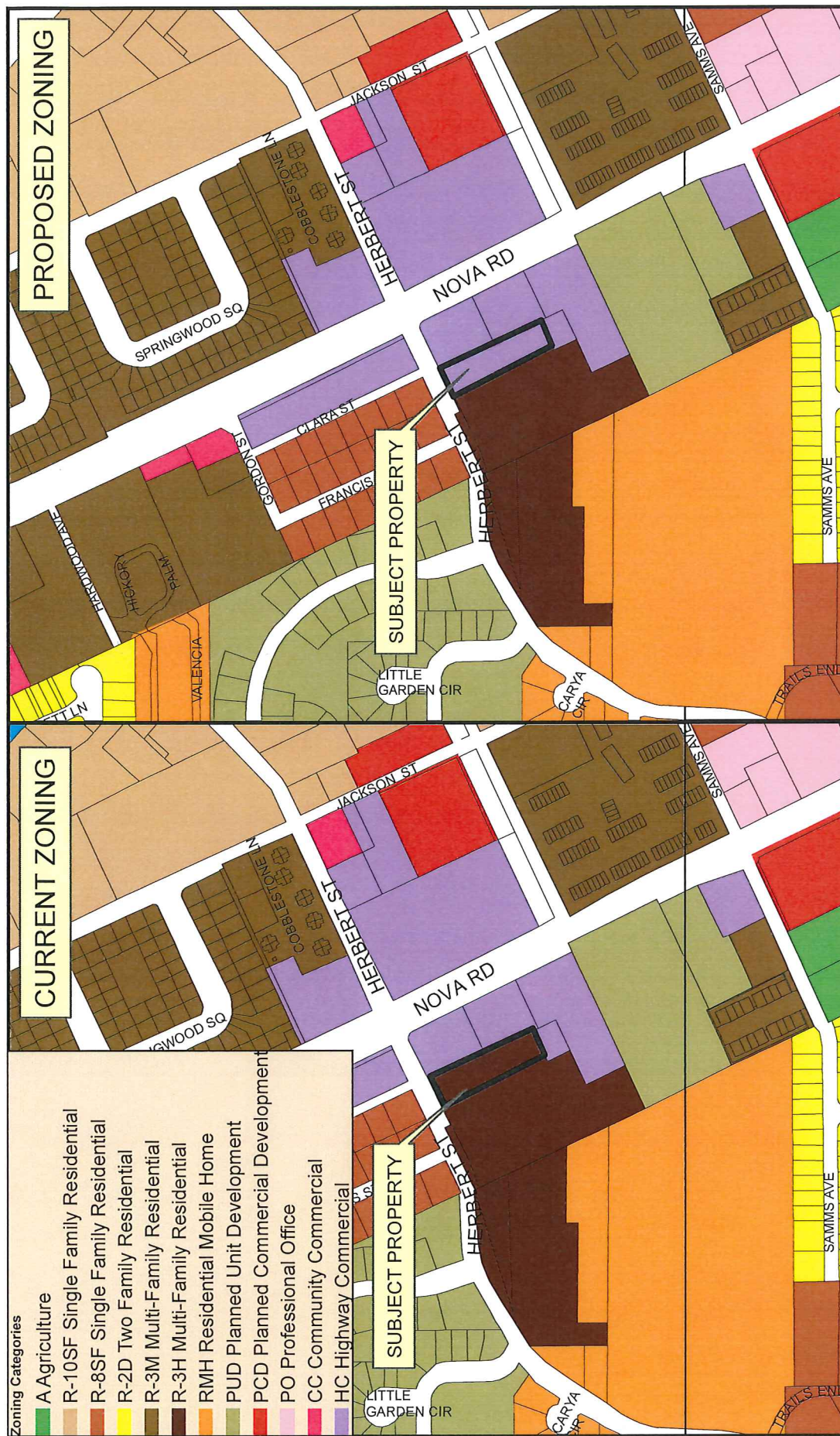
1. Exhibit "A" – Future Land Use Map
2. Exhibit "B" – Zoning Map
3. Exhibit "C" – Figure 1-9. Commercial Node Map from Comprehensive Plan



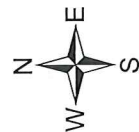
Case No. 14-20000001

DEPARTMENT OF COMMUNITY DEVELOPMENT

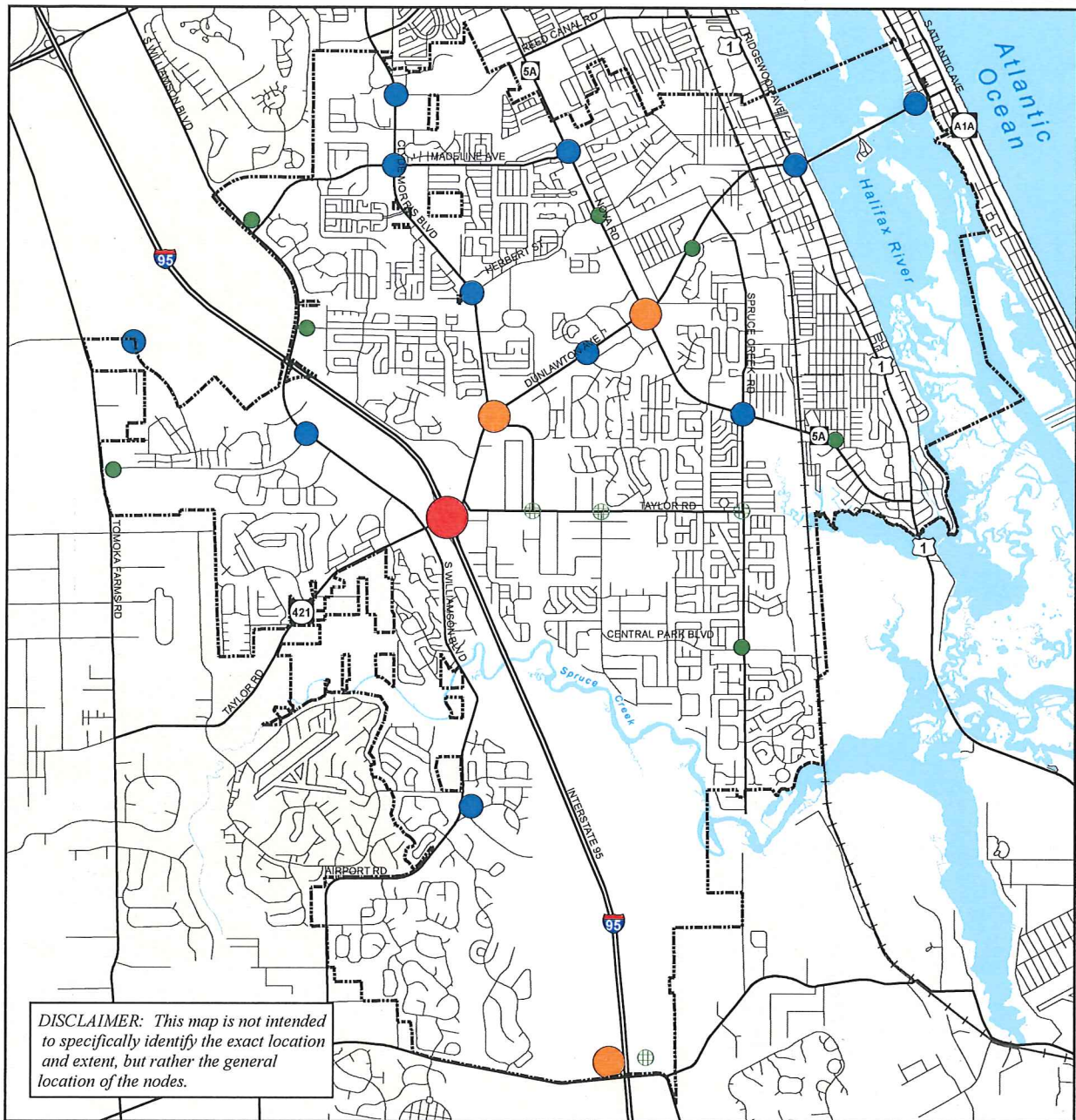




Case No. 14-20000001



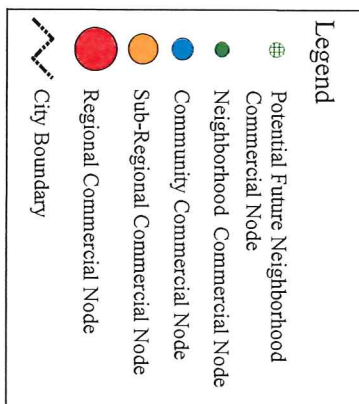
DEPARTMENT OF COMMUNITY DEVELOPMENT



0 4,000 8,000
Feet
1 inch equals 4,000 feet



FIGURE 1 - 9
General Location of Commercial Nodes



City of Port Orange

COMPREHENSIVE PLAN UPDATE 2010

SOURCE: City of Port Orange Community Development
July 2010



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/17/2015

Consent item: No

SUBJECT: Second Reading - Ordinance No. 2014-33 - Rezoning Multi-family High Density (R-3H) to Highway Commercial (HC) for property at 1040 Herbert St. Case No. 14-60000005

DEPARTMENT: Community Development

RECOMMENDED MOTION: Approve Ordinance No. 2014- 33 rezoning ± 0.68 acres at 1040 Herbert Street from High Density Multi-family Residential (R-3H) to Highway Commercial (HC).

SUMMARY: Planning Commission Action (11/20/14): Recommended Approval

The applicant is requesting to rezone ± 0.68 acres (amendment area) of an overall ± 4.54 -acre property from High Density Multi-family Residential (R-3H) to Highway Commercial (HC). The ± 0.68 -acre amendment area is located west of the intersection of Herbert Street and Nova Road. The remaining ± 3.86 acres are not included in the proposed amendment and would retain the current R-3H zoning designation.

If the rezoning is approved, the applicant intends to combine the property with the existing Circle K parcel as well as the vacant parcel located south of the Circle K. The applicant then intends to demolish the existing 2,400 square foot convenience store and four fuel dispensers to redevelop the expanded site with a 4,400 square foot new convenience store with up to 16 fueling dispensers along with associated site improvements. The proposed Circle K will be similar to the store being reconstructed at Nova Road and Spruce Creek Road.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Ord. No. 2014-33	Ord. No. 2014-33.doc
2.	Legal Description - Exhibit "A"	EXHIBIT A.pdf
3.	Zoning Map - Exhibit "B"	Circle K Zoning.pdf
4.	Staff Report	Rezoning Staff Report.pdf

Fenwick, Robin

Created/Initiated - 12/12/2014

ORDINANCE NO. 2014-33

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, REZONING
APPROXIMATELY 0.68 ACRES LOCATED AT 1040
HERBERT STREET FROM HIGH DENSITY MULTI-FAMILY
RESIDENTIAL (R-3H) TO HIGHWAY COMMERCIAL (HC);
AUTHORIZING REVISION OF OFFICIAL ZONING ATLAS;
AND PROVIDING FOR CONFLICTING ORDINANCES,
SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the property to be rezoned consists of approximately 0.68 acres located at 1040 Herbert St. from High Density Multi-Family Residential (R-3H) to Highway Commercial (HC); and

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

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

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

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

Section 1. The City Council of the City of Port Orange does hereby rezone the following described property from High Density Multi-Family Residential (R-3H) to Highway Commercial (HC).

Section 2. The property rezoned consists of approximately 0.68 acres located at 1040 Herbert Street more particularly described on **Exhibit "A"** attached hereto.

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

Section 4. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

Section 5. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

Section 6. This ordinance shall become effective immediately upon adoption.

MAYOR ALLEN GREEN

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the day of

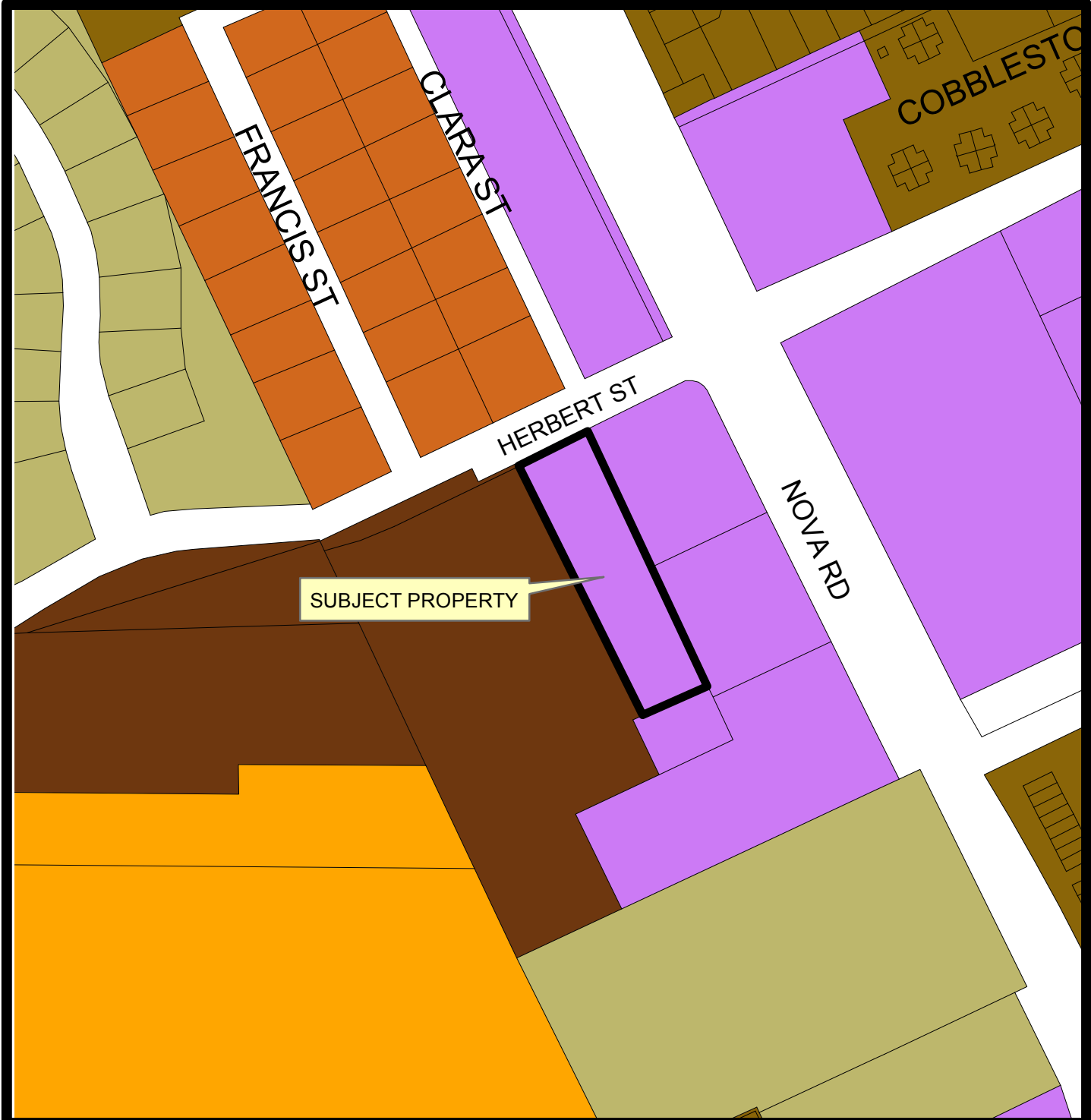
Passed and adopted on second and final reading on the day of

Reviewed and Approved: _____
City Attorney

EXHIBIT "A"

A PART OF LOT 1, BLOCK 24, DUNLAWTON, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN DEED BOOK M, PAGE 187, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND X-CUT AT THE NORTHWEST CORNER OF PARCEL ID 37-16-33-21-00-0010, THENCE S25°49'07"E, A DISTANCE OF 12.54 FEET TO THE POINT OF BEGINNING; THENCE S25°57'45"E, A DISTANCE OF 385.83 FEET; THENCE S64°38'33"W, A DISTANCE OF 75.00 FEET; THENCE N25°57'42"W, A DISTANCE OF 385.61 FEET; THENCE N64°28'17"E, A DISTANCE OF 75.00 FEET TO THE POINT OF BEGINNING.



ZONING

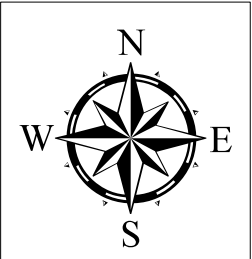
-  R-8SF Single Family Residential
-  R-3M Multi-Family Residential
-  R-3H Multi-Family Residential

-  RMH Residential Mobile Home
-  PUD Planned Unit Development
-  HC Highway Commercial



ZONING MAP
CITY OF PORT ORANGE

DEPARTMENT OF COMMUNITY DEVELOPMENT





STAFF REPORT

Rezoning / High Density Multi-Family Residential (R-3H) to
Highway Commercial (HC)
CASE NO. 14-60000005

REQUEST: Rezone ± 0.68 acres from High Density Residential (R-3H) to Highway Commercial (HC)

LOCATION: 1040 Herbert Street (Location map – Page 2)

OWNER: Arrington Developers of Florida LLC

APPLICANT: Ryan Plate, Circle K

STAFF RECOMMENDATION: **Approval**

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

PLANNING COMMISSION DATE: November 20, 2014

DISCUSSION:

The applicant is requesting to rezone ± 0.68 acres (amendment area) of an overall ± 4.54 -acre property from High Density Residential (R-3H) to Highway Commercial (HC). The ± 0.68 -acre amendment area is located west of the intersection of Herbert Street and Nova Road. The remaining ± 3.86 acres are not included in the proposed amendment and would retain the current R-3H zoning designation.

The subject property is located along Herbert Street, west of the existing Circle K convenience store and gas station. The property is currently undeveloped. If the rezoning is approved, the applicant intends to combine the property with the existing Circle K parcel as well as the vacant parcel located south of the Circle K. The applicant then intends to demolish the existing 2,400 square foot convenience store and four fuel dispensers to redevelop the expanded site with a 4,400 square foot new convenience store with up to 16 fueling dispensers along with associated site improvements. The proposed Circle K will be similar to the store being reconstructed at Nova Road and Spruce Creek Road.

All future development plans will require a detailed technical review by the staff Development Review Committee (DRC) to determine consistency with all Land Development Code requirements. As part of the review process, stormwater retention, traffic generation, landscaping, buffering, and parking will be addressed in accordance with the City standards in the LDC.

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

Figure 1. Location Map

**COMPATIBILITY WITH SURROUNDING USES AND ZONING:**

The requested HC zoning district is intended to provide for highway oriented businesses. The proposed zoning is compatible with the surrounding properties that have either the same zoning (HC) or designated for high-density (up to 16 units per acre) multi-family residential uses (See Table 1 & Exhibit "A"). If approved, the applicant intends to add the ±0.68 acre parcel to the existing Circle K site oriented toward Nova Road.

Table 1. Surrounding properties

Direction	Land Use	Zoning District
North	Herbert St. right-of-way & Single-Family Residential	R-8SF
South	Commercial	HC
East	Commercial	HC
West	Multi-Family Residential (16 units per acre)	R-3H

CONSISTENCY WITH COMPREHENSIVE PLAN:

Concurrent with this rezoning application, the applicant is requesting to change the Future Land Use (FLU) designation of the amendment area (± 0.68 acres) from *Urban High Density Residential (8-16 units/acre)* to *Commercial* (Exhibit "B"). According to the City's Comprehensive Plan, "Commercial land uses are those that provide for the retail sale of items and services to the general public. These areas consist of shopping centers, retail stores, restaurants, automobile service facilities, personal services, offices, and similar uses."

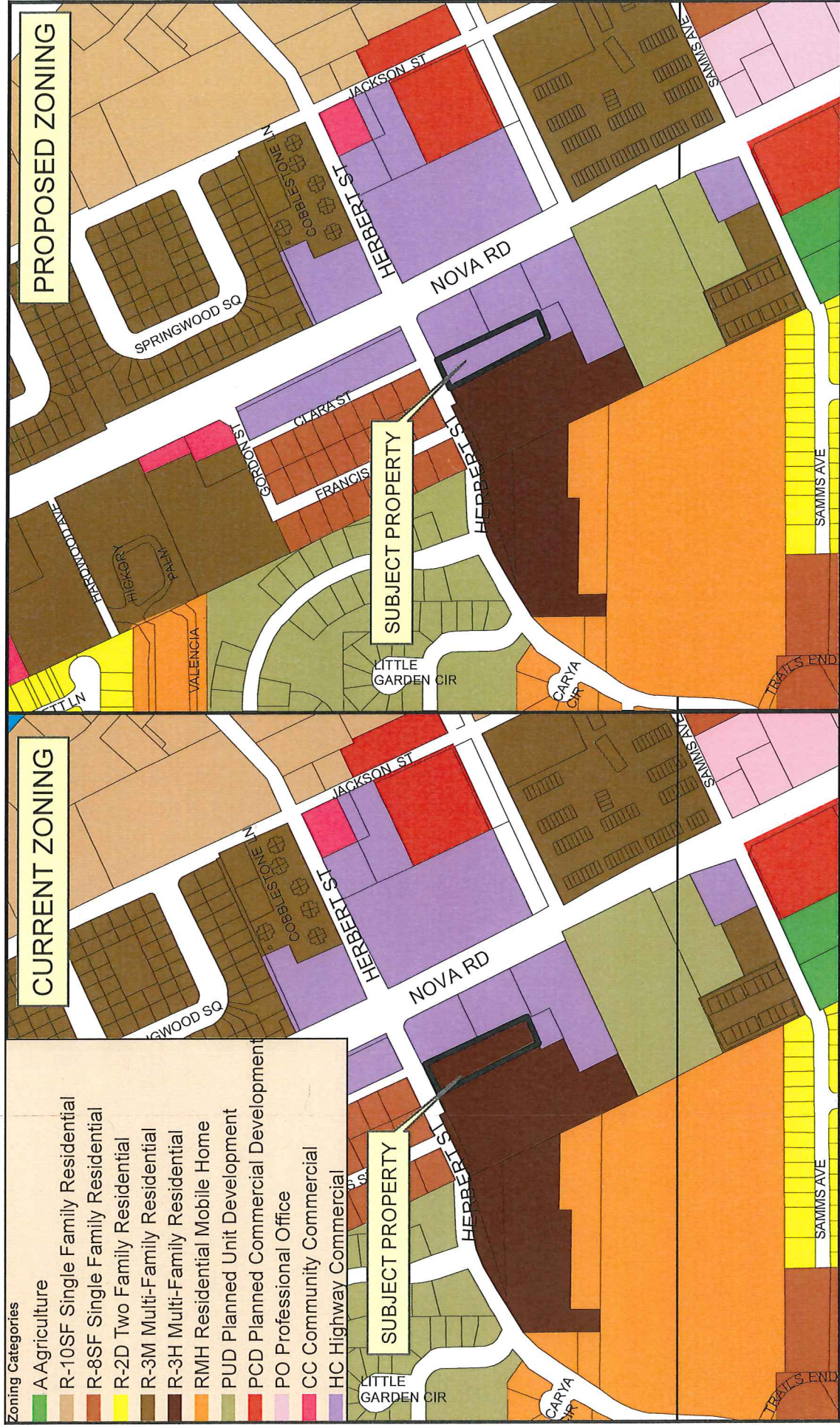
The City has planned for and designated commercial nodes at intersections of major roads in the Future Land Use Element of the Comprehensive Plan (Exhibit "C"). In this case, the subject property is part of a Neighborhood Commercial Node located around the intersection of Nova Road and Herbert Street. Neighborhood Commercial Nodes are intended to serve the convenience needs of neighborhood areas within a ± 1 mile radius.

RECOMMENDATION:

Staff recommends **approval** of the request to rezone ± 0.68 acres located at 1040 Herbert Street from High Density Multi-Family Residential (R-3H) to Highway Commercial (HC), subject to approval of the FLU amendment [Case No. 14-20000001].

ATTACHMENTS:

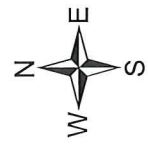
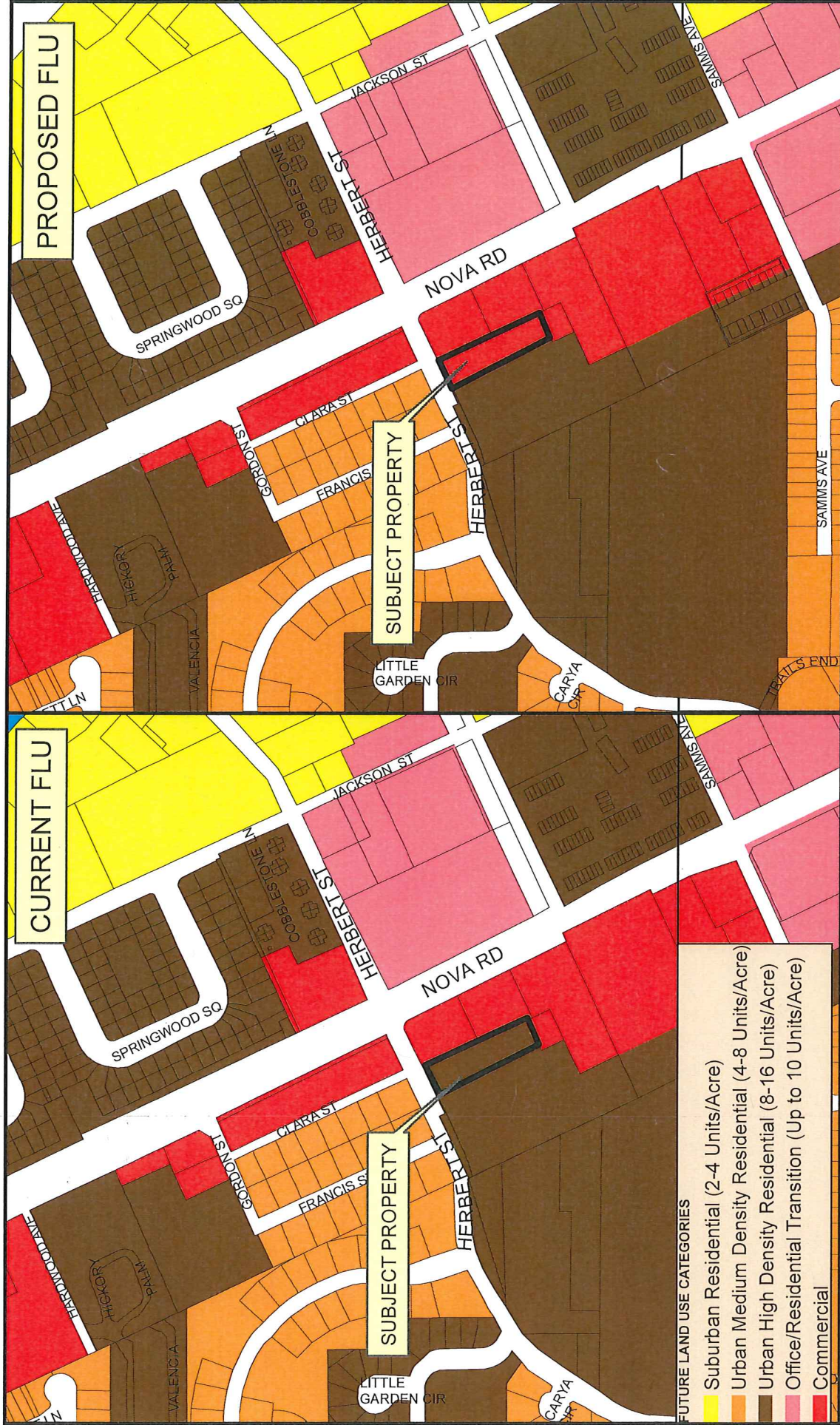
1. Exhibit "A" – Rezoning Map
2. Exhibit "B" – Future Land Use Map
3. Exhibit "C" – Figure 1.9 Location Map from the Comprehensive Plan



Case No. 14-60000005

DEPARTMENT OF COMMUNITY DEVELOPMENT

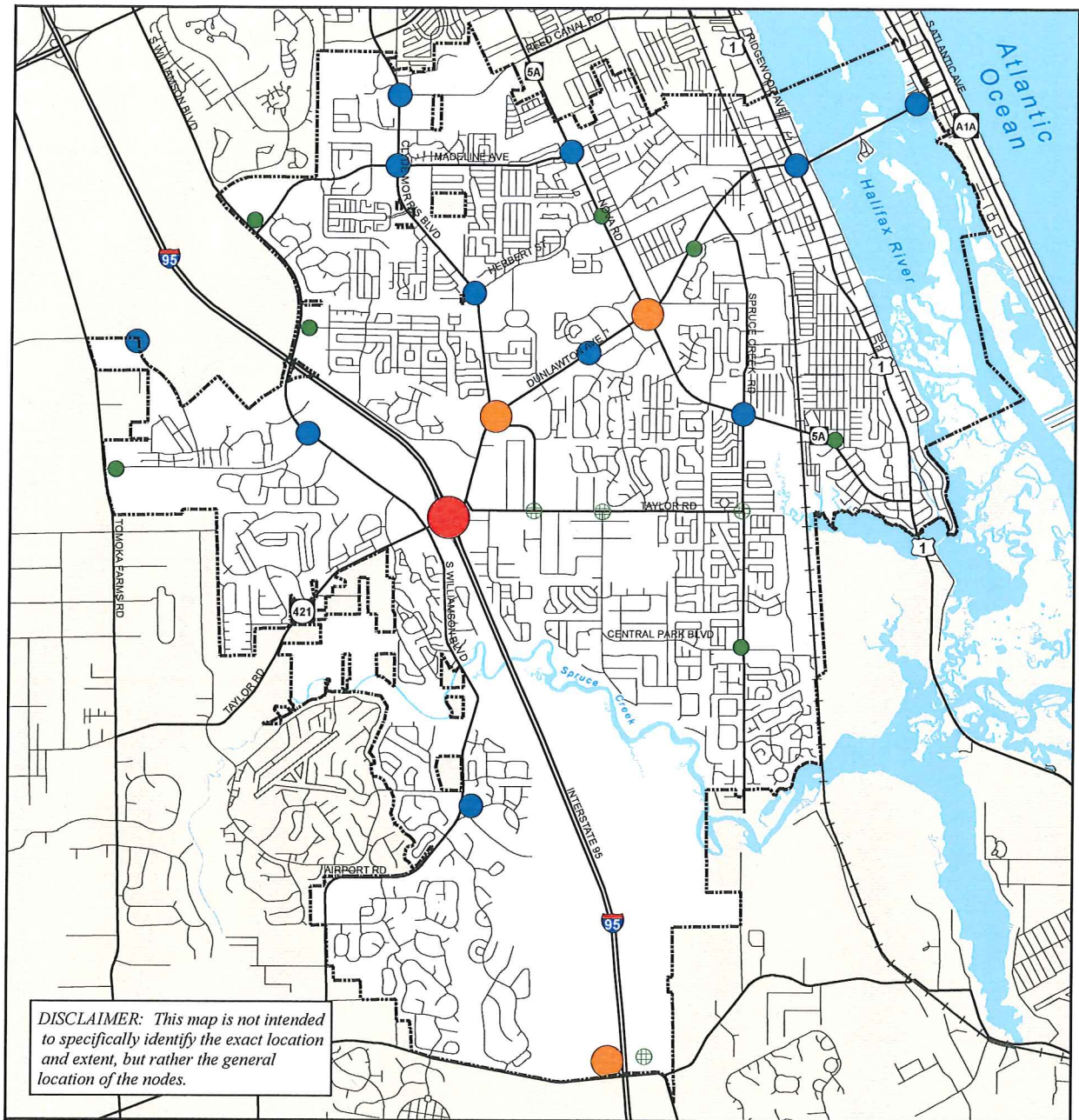




Case No. 14-60000005

DEPARTMENT OF COMMUNITY DEVELOPMENT



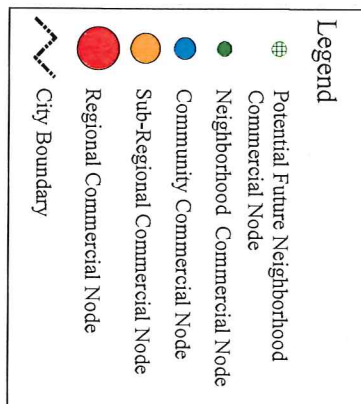


0 4,000 8,000
Feet

1 inch equals 4,000 feet



FIGURE 1-9
*General Location of
Commercial Nodes*



City of Port Orange

COMPREHENSIVE PLAN UPDATE 2010

SOURCE: City of Port Orange Community Development
July 2010



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/17/2015

Consent item: No

SUBJECT: Police Department Recognition Awards

DEPARTMENT: Police Services

RECOMMENDED MOTION:

SUMMARY: The Police Department would like to recognize members of the Volunteers in Police Service for their years of service, number of volunteer hours and the Volunteer of the Year.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	VIPS 2014	VIPS - 2014.pdf
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Grabowski, Debbie
Monahan, Gerald
Harden, David

Created/Initiated - 01/28/2015
Approved - 01/28/2015
Final Approval - 01/28/2015

**PORT ORANGE POLICE DEPARTMENT
VOLUNTEERS IN POLICE SERVICE
2014**

YEARS OF SERVICE

5 YEARS

Donald Parete

20 YEARS

James Richard

Winthrop Kretman

10 YEARS

James Keys

Joe Grusauskas

VOLUNTEER HOURS

300-599 HOURS

<u>Name</u>	<u>Hours</u>
Dwight Gault	310.00
Juan Mattos	341.50
Ken Hanson	346.50
Ken Gilleo	359.50
Joe Fuchs	360.50
Don Damron	382.50
Ken Nichols	489.00
Ray Jones	542.50
Curtis LaPiere	596.50

600+ HOURS

<u>Name</u>	<u>Hours</u>
Elaine Lassiter	618.00
Bruce Whitcomb	624.00
Barb Dugan	692.00
Joe Grusauskas	758.00
Sharon Wiemers	864.00
Winthrop Kretman	868.50
Patricia LaMountain	910.00
Mary Wittmeyer	913.50
Jim Richard	924.00
Lee Rapuano	952.00

SPECIAL CITY COUNCIL MEETING/WORKSHOP MINUTES
LAKESIDE COMMUNITY CENTER
1999 CITY CENTER CIRCLE
JANUARY 29, 2015

THE SPECIAL CITY COUNCIL MEETING/WORKSHOP 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
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Also Present:	Alan Rosen, Interim Assistant City Manager Margaret T. Roberts, City Attorney Robin Fenwick, City Clerk
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SPECIAL MEETING

4. Halifax Paving Contract Extension

Margaret Roberts, City Attorney, provided information regarding changes to the agreement: paragraph #8 was added, as well as a definition of "substantial completion". She has received the Bond from Halifax Paving and the agreement has been signed. Tad Durrance and the Bond Company have both received copies of the changes and approved same. She believes everything is in order for Council to consider this item. The insurance and list of contractors has also been received.

Motion to approve the extension as
presented was made by Vice Mayor
Bastian, and Seconded by Councilman
Burnette.

Councilman Ford advised Staff that Council expects a lot of oversight to keep the contractor on time.

Ms. Roberts advised that the previous bond will be released and the substitute bond will be recorded.

Council agreed to the changes and the extension.

Ted Nofall, citizen, doesn't believe Council can provide records to show why they are voting the way they are voting tonight. He is disappointed that Council is in agreement with this project moving on.

Councilman Ford advised that he has done due diligence, as has all of Council. He reviewed City records, talked with Staff, and has a good understanding of the project to move forward with more oversight.

Mayor Green has had conversations with the Staff and the City Attorney regarding the project. He met with Mr. Durrance to discuss the outstanding documents due.

Motion carried unanimously by roll call vote.

WORKSHOP ITEMS

4. City Gateway Signage

Bobby Ball, Zev Cohen & Associates, discussed the gateway signage options and locations. The three sign locations discussed previously are US 1 to the north and south, as well as I-95.

Vice Mayor Bastian asked if solar lighting can be provided as an option. 25 feet is too high.

Councilman Ford asked to keep it simple. He would like to see a sign that is graffiti-proof as much as possible.

Councilman Burnette would like signs that are the same to the north and south on US 1. He'd like to see lighting and simple landscaping. He doesn't think 25 feet is a good idea either.

Councilman Stiltner asked that they keep the line of sight in mind on US 1. He agreed with the signs being lit. He would like to see some history tied into the sign.

Mayor Green wants a sign that is vertical near the interstate to be seen from I-95 before the Port Orange exit.

Mr. Ball asked for thoughts on material types. Council agreed with natural materials: coral, stone, etc.

Newton White, citizen, agreed with the discussion and liked the options presented. He suggested more than three signs.

Mike Gardner, citizen, suggested not using green lettering with a green background or concrete signs in front of concrete buildings. He thinks maybe using orange lettering would be better.

Ben Talluto, citizen, warned Council about putting too many signs up and cluttering the roadways.

James Turner, citizen, suggested copying the sign in South Daytona on US1.

Phil Klema, citizen, suggested using the overpass for signage.

Mayor Green asked if neighboring cities' signs can back-up to each other. Mr. Ball will check into it.

Mr. Ball advised that \$12,500 was approved by Council for Zev Cohen's design fees. There is a grant from the City of Daytona Beach Racetrack District in the amount of \$146,400 that Mr. Ball was able to obtain through Pop Warner for them to improve the Coraci fields. Those improvements will belong to the City of Port Orange.

Councilman Burnette agreed with city limit signs throughout the City on various roadways upon entry into the City.

5. Storm water plan

Mike Silvey, Interim Public Works Director, provided details of the flooding problems since 2009 within Port Orange, as well as ongoing maintenance activities, short term drainage improvement projects, pipe failures, and possible long term drainage improvements.

Councilman Ford doesn't believe dredging the ponds will provide more volume. Mr. Silvey said that's why an engineer is needed to evaluate each pond individually.

Councilman Burnette asked how much of the dredging has been done. Mr. Silvey said they are approximately 40% into the project. More discussion was held regarding maintenance of ditches. Staff is working with County Staff to get their ditches cleaned out. Fred Griffith, City Engineer, advised Council that Staff is working on grants for drainage improvement.

Mr. Silvey discussed his equipment and employee experience. He is looking into renting a Gradall to do minor ditches.

Councilman Stiltner asked how many linear feet can be dredged per day. Mr. Silvey said 100-150 linear feet per day. Councilman Stiltner wants to prioritize projects and get more "shovel-ready".

Councilman Ford would like to get projects “shovel-ready” in the next few months so they are ready for federal funds. He asked for Staff to visit residents to show the City cares for them and is working on the flooding issues. Councilman Ford would like Community Development to look into new construction and the resulting potential flood hazards.

Vice Mayor Bastian asked Mr. Silvey to provide a priority list with funding amounts during the upcoming budget discussions. Councilman Ford suggested Staff consider hiring contractors to help get drainage issues taken care of. Vice Mayor Bastian believes an engineer in Public Works is going to be needed. He asked if the maintenance and dredging at Jackson Street will relieve Springwood Sq. and Moonstone area. Mr. Silvey said yes, they are working to get the ditch back to as-built standards, which will allow for more volume.

Mr. Turner advised that the water from Grant Street and Church Street drains to his home. He provided an abstract from the 1930's to the City for the easement. They didn't used to flood (2004-05).

Jim Meadows, citizen, believes the pipes are too small in Sleepy Hollow.

Councilman Ford asked if there is anything that can be done immediately to reduce the probability of more problems. He asked that the City Engineer look at the problem in Sleepy Hollow to determine what the problem might be and what can be done right away to help.

Mr. Klema asked when the storm water maps will be completed and distributed. He asked how the City's work is documented so that tracking can happen. Mr. Silvey said they are working on documenting everything as they go so that they can track and have the historical knowledge in the future. Councilman Ford asked that the storm water map project get completed as soon as possible.

Mr. White suggested Mr. Silvey look into Lucidity software for tracking. He wants the City to address the drainage structures, ponds, etc. within homeowner's associations that are no longer existent. He doesn't support the cuts in personnel without cuts in the taxes.

Margaret Paterson, citizen, suggested Staff work with Pegasus. Council advised Pegasus has been hired for the berm only at this point.

Nick (last name unknown), citizen, asked if the information provided tonight has been provided to the Florida League of Cities for the flooding claims. Mr. Silvey said if there is a claim filed; information is requested by the Florida League of Cities and provided by the City.

Krista Grubb, citizen suggested Council purchase lots in the Virginia Avenue area for water retention. Staff and Council are looking into this already.

Margie Preston, citizen, asked if the pipes under Palmetto Avenue could be fixed.

Mr. Nofall asked how many employees were lost to grass cutting when the City took over that function. Mr. Silvey said the whole division.

Alan Rosen, Assistant City Manager, has direction from Council as follows:

- Prioritized list of shovel ready projects.
- Current Budget amounts and other funding opportunities
- Prioritizing what projects are budgeted next year
- Review of the drainage fund

Council wants to have another flooding workshop in March. Old Police Department Building discussion will be in February.

6. Dunlawton Avenue Walk lights

Wayne Clark, Community Development Director, provided details of the issues with the walk lights on Dunlawton Avenue. He also discussed some policy options for Council to discuss.

Councilman Ford thanked Staff for discussing this issue. Council needs to deal with all of the issues of the City. He wants to focus on flooding issues before these walk lights. He believes the business should build the walk lights but the City should maintain them. He'd like a long term plan to move the privately owned lights to City owned.

Councilman Burnette believes the walk lights promote safety. He doesn't support spending a lot of money on walk lights. He wants the code to be updated so that the business installs the light and the City maintains it.

Councilman Stiltner wants to know what can be done in the current budget to get the City owned lights working. Council agreed to work west to east along Dunlawton Avenue starting at Clyde Morris Blvd. Councilman Stiltner would like proactive work on the lights in the future. He'd like Staff to establish an inventory as to what the power source is for each light.

Mr. Clark advised that recent construction projects have been required to provide the power source in a place where City Staff can access them. He suggested language changes to Council regarding the business installing the lights and the City maintaining them with appropriate and accessible power sources.

Jack Wiles, citizen, agreed with the need to be consistent. He is concerned with fairness for all developers, new and old. He asked for the City to consider a standard on what lights to install.

Mr. Rosen asked if Council wants a proposal that leads all repairs, replacements, and new construction to the new, lower maintenance LED lights. Council does not want a mismatch of lights. Discussion was held regarding the types of lights in each section.

Mr. Klema suggested Mr. Clark look at Donna Steinebach's previous CRA presentation. Mr. Clark has discussed this topic with her.

Mr. Noftall asked Council if they would prefer streetlights or walk lights. Council said walk lights because streetlights are too expensive. Funding was discussed.

Mr. Rosen suggested Council consider a Community Improvement District.

Dianne Gardner, citizen, wants the focus on the east side. Mr. Clark said the TPO grant would redo the area.

Councilman Stiltner doesn't like the set-up of the Lakeside Community Center for meetings. Council agreed.

ADJOURNMENT: 9:32 p.m.

Attest:

Mayor Allen Green

Robin Fenwick, City Clerk

REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
FEBRUARY 3, 2015

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 given by Pastor Scott Kirschner of Christ the King Community Church.

Corey Berman, citizen, objected to the invocation as he believes it is illegal.

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

STATE OF THE CITY ADDRESS

Kent Donahue, Grants Coordinator and PIO, presented the State of the City Address video.

AGENDA APPROVAL

Mayor Green advised that there has been a request to pull Consent Agenda Items #9 and 14 for further discussion.

Councilman Burnette asked that Consent Agenda Item #12 be pulled for further discussion.

Item #8 was pulled by Staff and will be brought back at a later date.

Motion to approve the agenda as amended was made by Vice Mayor Bastian, and Seconded by Councilman Burnette. Motion carried unanimously by voice vote.

BOARD APPOINTMENTS, INTERVIEWS, REPORTS

4. Environmental Advisory Board Update

Newton White, Chairman, provided an update from recent board meetings. Mayor Green invited all to the Roundtable meeting being held on Wednesday, February 4, 2015.

CITIZEN PARTICIPATION (Agenda)

5. Port Orange Soccer Club

Mike Woelfle, President, addressed Council regarding the need for safe soccer fields in the City. Mr. Woelfle asked what the club can do to partner with the building of the facilities.

Ed Davidson, citizen, discussed the option for bringing an amateur soccer club to Port Orange but the facilities are preventing the agreement.

Mayor Green would like to include this discussion in the next budget cycle. He believes there are options.

Vice Mayor Bastian asked if the City Manager and Parks and Recreation Director could meet with the club to discuss what is needed.

Councilman Stiltner agreed with bringing the discussion back with more details about what is needed.

Councilman Burnette advised that the Parks & Recreation Board meeting is scheduled for Tuesday, February 17, 2015. The Council will be meeting with the Parks & Recreation Board to discuss the needs of the City. He asked for a status update of the Coraci field.

Councilman Ford urged Staff to move the Coraci project forward.

CITIZEN PARTICIPATION (Non-Agenda – 15 minutes)

Matthew Burnette, Chairman, advised Council of their Youth Achievement Award and requested donations that can be delivered to the City Manager's Office. Councilman Burnette suggested they hold fundraisers as well.

Corey Berman, citizen, addressed Council regarding water deposits on homes in his name. The lenders that he works with have requested the utilities be in their name rather than in his company's name. Staff has informed him that a change in the account would result in a change in the deposit required. He was also advised that Staff combined all of Fannie Mae's accounts into a single account for all of the properties owned by one, and Staff is requiring payment for the first property that closes. He asked that the properties be kept separate. Mr. Harden advised that the Ordinance requires a deposit on every property. Tracey Riehm, Finance Director, advised Council that Mr.

Berman will be required to pay a specific deposit on all accounts. Mayor Green needs more information. Councilman Ford doesn't understand the issue. Mr. Berman explained that Ken Parker, former City Manager, and John Shelley, former Finance Director, allowed him to pay one deposit of \$2,000 for all of his properties. Mayor Green is concerned with the ripple effect on others. Ms. Riehm agreed. Vice Mayor Bastian also needs more information. Councilman Stiltner requested written information. Mr. Harden will provide details at a later date.

Mike Gardner, citizen, asked Council for more information on items to be voted on. He believes the citizens should see the communications between the City Attorney and other staff meetings.

Ted Nofall, citizen, asked Council what is being said in private meetings with contractors/vendors that can't be said in a public meeting. He asked if the City is going on with edging along Dunlawton Avenue and the landscaping contractor. He believes it is included in the contract. He expressed concern with the occupancy number of Council Chambers with the number of citizens present for the soccer club presentation, and Council voting based on attendance for specific topics.

John Cheney, citizen, donated \$150 to the Youth Board for the Youth Achievement Award. He asked about the City crews that were edging on Sunday afternoon. He believes the contractor needs to be held accountable.

COUNCIL COMMENTS

6. Comments/Concerns from Council Members

Councilman Stiltner believes the workshop was productive relating to the flooding, walklights, and gateway sign. He asked that Staff provide multiple options. He wants to hear what is needed from the Department Heads to get the issues handled.

Vice Mayor Bastian said City Hall renovations look great.

Councilman Burnette advised Council of the Freemanville Day event on Tuesday, February 10, 2015. He also asked that Staff contact the contractors working on Dunlawton Avenue to clean up the edging.

Councilman Ford believes there is a disconnect and miscommunication with Council. He believes Council has a vision regarding the look of the City to include buildings and landscaping. He wants the mowing within the city to be contracted out so that City Staff can concentrate on drainage.

Mayor Green disagreed with the FDOT installing wells along the medians on Dunlawton Avenue. He said renting a Gradall and training someone is not the right thing to do. He suggested it be contracted out.

TABLED ITEMS

7. Services Agreement with Port Orange/South Daytona Chamber **(Tabled 12/9/14)**

Motion to remove from the table and discuss item #7 was made by Vice Mayor Bastian, and Seconded by Councilman Burnette. Motion carried unanimously by voice vote.

Debbie Connors, Executive Director of Port Orange/South Daytona Chamber of Commerce, addressed Council regarding the agreement.

Councilman Ford believes the agreement is improved from the original proposed agreement. He would like the City to take a more active stand with what they want from the Chamber. He would like to add "recruit businesses for the Ridgewood Corridor". He would also like to add "help advertise properties in Eastport". Mayor Green said that is stated in item #3. Councilman Ford would like something more measureable included.

Councilman Burnette suggested doing a workshop with the Chamber regarding goal setting prior to the next contract.

Vice Mayor Bastian agreed it is much improved. He also agreed with a workshop to discuss strategies for meeting the goals of the Council.

Councilman Stiltner wants to see an agreement that changes every year and targets specific goals.

Mayor Green wants to make sure the targets are attainable. He asked that the Chamber keep detailed records.

Mr. Gardner expressed his concerns regarding the lack of verbiage regarding public records requirements in the contract. Margaret Roberts, City Attorney, advised that she includes that language in all contracts even though it is not required for all contracts. If the vendor objects, she removes it if it is not required by law. The Chamber did not agree to have it included.

Mr. Noftall asked if an RFP was published for these services. Mayor Green said no. Mr. Noftall asked if it is a sole source. He doesn't agree with the relationship between the Council and the Chamber. He is concerned that the public records compliance language is not in the contract. Mayor Green said it is not cost feasible for the Chamber.

Mr. Berman asked if the building is leased to the Chamber from the City. Mayor Green said the land is leased to the Chamber; the building is owned by the Chamber. Mr. Berman doesn't support the Chamber.

Mr. White doesn't believe the City needs to subsidize the Chamber any longer.

Councilman Ford believes the City benefits from having the Chamber of Commerce. He believes Council should discuss subsidizing events and organizations during the budget process.

Motion to approve the agreement with the Port Orange/South Daytona Chamber of Commerce was made by Vice Mayor Bastian, and Seconded by Councilman Burnette. Motion carried unanimously by roll call vote.

CONSENT AGENDA

8. Resolution No. 15-11 - ECHO Grant Application for Acquisition of the FEC Port Orange Train Depot
9. Ratification of Forfeiture Proceedings
10. Florida Power & Light (FPL) License Agreement
11. Award of RFSQ #14-02 - Continuing Surveying Services
12. Quentin L. Hampton Associates, Inc. Contract for Inspection Services Addenda No. 4 and 7
13. Award Contract for Executive Management Search Firm Services to The Mercer Group
14. Piggyback State Contract for Council Chambers Audio/Visual Upgrades
15. Update on Construction Projects from QLH

Motion to approve Consent Agenda Items 10, 11, 13, and 15 was made by Vice Mayor Bastian, and Seconded by Councilman Burnette. Motion carried unanimously by voice vote.

Item #9 – Ratification of Forfeiture Proceedings – Mr. Gardner asked for more information. Mr. Roberts explained the forfeiture process.

Mr. Nofall cautioned Council with moving forward with forfeiture proceedings as he doesn't believe it is the way most are going. Councilman Ford advised that it is perfectly legal and ethical.

Motion to approve was made by Vice Mayor Bastian, and Seconded by Councilman Ford. Motion carried unanimously by voice vote.

Item #12 – Quentin L. Hampton Associates, Inc. Contract for Inspection Services Addenda No. 4 and 7 - Councilman Burnette asked if the firm inspecting is inspecting themselves. Mr. Harden said they are not.

Motion to approve was made by Vice Mayor Bastian, and Seconded by Councilman Burnette. Motion carried unanimously by voice vote.

Item #14 - Piggyback State Contract for Council Chambers Audio/Visual Upgrades – Mr. Gardner supports the upgrade.

Motion to approve was made by Vice Mayor Bastian, and Seconded by Councilman Burnette. Motion carried unanimously by voice vote.

REGULAR AGENDA

16. Approval of Minutes

a. January 20, 2015 - Regular City Council Meeting Minutes

Mr. Harden advised that the City Clerk found that there was no motion made during the January 20, 2015 meeting for item #33. He asked for a motion to ratify the vote that appeared to be an approval of the item.

Motion to ratify item #33 – Atlantic Marine Site Improvement Agreement for property at Dunlawton Avenue and Lemon Street, west of FEC Railroad was made by Vice Mayor Bastian, and Seconded by Councilman Burnette. Motion carried unanimously by roll call vote after no public comments.

Motion to approve City Council meeting minutes from January 20, 2015 was made by Vice Mayor Bastian, and Seconded by Councilman Burnette. Motion carried unanimously by voice vote after no public comments.

17. Emergency Ordinance No. 2015-4 - Extension for Non- Exclusive Roll Off Franchise Agreements

Mayor Green read Emergency Ordinance No. 2015-4.

ORDINANCE NO. 2015-4

AN EMERGENCY ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, EXTENDING THE TERM FOR THE NON-EXCLUSIVE FRANCHISES FOR ROLL-OFF CONTAINER COLLECTION AND DISPOSAL OF WASTE IN THE CITY OF PORT ORANGE AS ADOPTED IN ACCORDANCE WITH ORDINANCE NO. 2013-18 AND EXTENDING THE RELATED AGREEMENTS TO MARCH 31, 2015 FOR THE FOLLOWING ENTITIES: WASTE PRO OF FLORIDA, INC., SOUTHEAST CONTAINER SERVICE, INC., SAMSULA WASTE, INC., AND F.S.I. ROLL OFF CONTAINER SERVICE; PROVIDING FOR WAIVER OF SECOND READING; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2015-4 was made by Vice Mayor Bastian, and seconded by Councilman Burnette.

Mr. Nofall asked why roll off containers are going to be licensed. He would like to contract for dumpsters rather than having the City impose extra fees.

Motion carried 4-1 by roll call vote with Mayor Green abstained due to a conflict (Form 8B attached).

18. Discussion regarding Legislative Priorities

Councilman Burnette asked that the Halifax Hospital Taxing District be included in the list. Mayor Green said Daryl Tol wants to come speak to Council regarding this topic.

Council Members agreed to add the taxing district issue to the list.

Mayor Green wants to allocate funds to get projects "shovel-ready".

19. Offer to Purchase 15 acres at Williamson Business Park

Councilman Stiltner asked what the opportunities are for the first right to purchase Thompson Pumps by City Center Complex.

Vice Mayor Bastian supported the sale if it is a fair price. Mr. Harden advised that there was an appraisal done this week.

Mr. Harden said upon approval from Council, the City Attorney will prepare a contract.

Councilman Burnette believes it is a good opportunity to keep Thompson Pumps in Port Orange. He supports the sale.

Councilman Ford is pleased Thompson Pumps is planning to stay in Port Orange.

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

Mr. Noftall asked if the City is requiring Thompson Pump to begin within 24 months of closing. Mr. Harden said Mr. Thompson offered that language not the City.

Motion carried unanimously by voice
vote.

COMMENTS

20. City Attorney Comments

There was nothing further.

21. Interim City Manager Comments

Mr. Harden advised Council that Tracey Riehm has accepted the Finance Director position permanently. Ms. Riehm introduced Michael Feng as the Customer Service Manager. Council welcomed Mr. Feng.

Councilman Burnette thanked the Atlantic High School students in attendance.

ADJOURNMENT: 8:54 p.m.

Mayor Allen Green

Attest:

Robin Fenwick, CMC
City Clerk



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/17/2015

Consent item: No

SUBJECT: Resolution No. 15-11 - ECHO Grant Application for Acquisition of the FEC Port Orange Train Depot

DEPARTMENT: City Manager

RECOMMENDED MOTION: Move to approve Resolution 15 - 11, authorizing the City Manager to submit a Volusia ECHO Grant application to acquire the historic Florida East Coast (F.E.C.) Port Orange Train Depot and to authorize the Mayor and City Clerk to execute any agreements or contracts and provide a match.

SUMMARY: The City has the opportunity to seek funding assistance from the Volusia ECHO Grant program to acquire the National Register of Historic Places F.E.C. Port Orange Train Depot to preserve history and utilize in Riverwalk Park as a trailhead for recreational purposes. According to the F.E.C. historian Seth Bramson, the depot was constructed in 1894 and is one of only seven remaining depots from the Henry Flagler period. In addition, Volusia County's Historic Preservation Board placed the Port Orange Train Depot on its Most Endangered Property List in 2014. The current owner has provided a letter confirming a willingness to sell the depot and the property (415 Herbert Street). The total acquisition cost includes the \$145,000 asking price as well as the estimated \$7,250 in closing costs.

The concept is that the City would acquire the depot with the property. Then the property would be sold and the proceeds of the property sale used to fund the cost of moving the building and adapting it for reuse. The City would request \$78,125.00 (50%) from the ECHO program and the City would provide a 50% match of \$78,125.00 from the bond refinancing proceeds. Project No.: AIO004 Funding Account No.: 320-1000-519-63-97

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Reso. No. 15-11	Reso. No. 15-11.doc
2.	FEC Historian Letter	FEC Seth Bramson LETTER.pdf
3.	Train Depot Photo	Depot Port Orange FEC Railroad 2013 .jpg
4.	FEC Train Depot Location Maps	FEC Depot Location and Relocation Maps.pdf
5.	FEC Depot Owner's Letter	FEC Train Depot Owner Letter 2015.pdf

Fenwick, Robin	Created/Initiated - 02/06/2015
Harden, David	Approved - 02/09/2015
Riehm, Tracey	Approved - 02/09/2015
Roberts, Margaret	Approved - 02/11/2015
Harden, David	Final Approval - 02/12/2015

RESOLUTION NO. 15-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY MANAGER TO SUBMIT AN APPLICATION FOR FINANCIAL ASSISTANCE TO VOLUSIA COUNTY, VOLUSIA ECHO GRANT PROGRAM FOR ACQUISITION OF THE FEC PORT ORANGE TRAIN DEPOT AT 415 HERBERT STREET TO PRESERVE HISTORY AND UTILIZE THE DEPOT AS A TRAILHEAD FOR RECREATIONAL PURPOSES IN RIVERWALK PARK; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AGREEMENTS OR CONTRACTS; PROVIDING FOR MATCHING FUND CONTRIBUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the County of Volusia provides financial assistance under the Volusia ECHO Grant Program for the encouragement of Environmental, Cultural, Historic, and Outdoor projects that benefit Volusia; and

WHEREAS, the City Council of the City of Port Orange is proposing the acquisition of the National Register of Historic Places Florida East Coast Port Orange Train Depot at 415 Herbert Street to preserve history and to utilize the building as a trailhead in Riverwalk Park for recreational purposes; and

WHEREAS, the City Council of the City of Port Orange desires to authorize the submission of an application for financial assistance to the County of Volusia under the Volusia ECHO Grant Program.

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

Section 1. The Mayor and City Manager of the City of Port Orange are hereby authorized to submit an application for financial assistance to the County of Volusia,

Volusia ECHO Grant Program. The grant application is for the acquisition of the National Register of Historic Places Florida East Coast Port Orange Train Depot at 415 Herbert Street to preserve history and to utilize as a trailhead in Riverwalk Park for recreational purposes. The Mayor and City Clerk shall be authorized to execute agreements or contracts necessary to implement this Resolution.

Section 2. The City has committed to a \$78,125.00 cash contribution or less but not to exceed \$78,125.00 of the total project costs.

Section 3. This resolution shall become effective immediately upon adoption.

MAYOR ALLEN GREEN

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Adopted on the day of

Reviewed and Approved: _____
City Attorney

Donahue, Kent

From: Seth H. Bramson <mrfec@yahoo.com>
Sent: Tuesday, July 15, 2014 12:45 PM
To: Donahue, Kent
Subject: Re: Port Orange FEC Depot

SETH H. BRAMSON
Company Historian
FLORIDA EAST COAST RAILWAY COMPANY

330 N. E. 96th St.
Miami, FL 33138
(305) 757-1016

seth.bramson@fecrwy.com, seth@fecrailway.net, mrfec@yahoo.com

Mr. Kent Donahue
Public Information Officer and Grants Manager
City of Port Orange
386-506-5522

Dear Mr. Donahue:

RE: PRESERVATION OF PORT ORANGE DEPOT

As the company historian of the Florida East Coast Railway I want to emphatically lend my support to the efforts to preserve the Port Orange FEC depot.

That building is one of only about seven (out of several hundred) of our depots still standing and, unlike so many cities and towns along our right-of-way who now wish that they had done the right thing and preserved their stations, you are moving on the right path to do just that.

I wish you well in your efforts and if I may be of assistance in providing photographs or memorabilia, or, at some point, if you wish me to give a talk on the incredible history of our fabled railway, please donot hesitate to let me know.

Cordially,

Seth

Seth H. Bramson

On Tuesday, July 15, 2014 10:42 AM, "Donahue, Kent" <kdonahue@port-orange.org> wrote:





*Port Orange Riverwalk
Conceptual Master Plan South End - Phase 3*

1. Entry Feature
2. Boardwalk
3. Promenade
4. Shell Midden
5. Historical/ Education Signage
6. Connection to Causeway Park
7. East Coast Greenway Trail Connection



HERBERT ST

©2014 Google

FEC RAILROAD

415 Herbert Street

TRAIN DEPOT



Bryan Berntsen
5940 Riverside Drive
Port Orange, FL 32127
386-767-0130

January 9, 2015

I, Bryan Berntsen, consent to sell the old Port Orange FEC Railroad Station and the property on which it sits @ 415 Herbert Street to the City of Port Orange for the amount of \$145,000.

This is not an exclusive promise to sell to the City of Port Orange but will depend upon "timely" efforts on the part of the city to acquire necessary ECHO grants, financing etc. with which to purchase the property. "Timely" will be determined by the owner and at which time if progress is not made by the city to acquire this property the owner will look to other entities interested in purchasing the property.

This correspondence is solely a letter to confirm the selling price of \$145,000.00 and to allow the city first chance to secure the property before it goes on the market.

Sincerely,


Bryan Berntsen

State of Florida
County of Volusia

The foregoing instrument was acknowledged before me this 9th day of January, 2015 by Bryan Berntsen who produced identification Florida Driver's License

Notary - Cynthia K. Rivera






CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/17/2015

Consent item: No

SUBJECT: Resolution No. 15-12 - Land & Water Conservation Fund (LWCF) Grant Application – Riverwalk Park Phase I

DEPARTMENT: City Manager

RECOMMENDED MOTION: To approve Resolution 15 - 12, authorizing the City Manager to submit a grant application to the Land & Water Conservation Fund (LWCF) grant program and authorize the Mayor and City Clerk to execute any agreements or contracts.

SUMMARY: To assist with the construction of Riverwalk Park Phase I elements, the City can seek grant assistance from the Federal Land & Water Conservation Fund grant program. Those elements are the playground, restrooms, picnic facilities and portions of the boardwalk.

The City can request \$200,000.00 (50%) in funds from the State and the City's Match is \$200,000 (50%) which derives from the bond refinancing proceeds.

Project No.: AIO004 Funding
Account No.: 307-1000-552-63-97

Project No.:	Funding Account No.:

ATTACHMENTS:

1.	Reso. No. 15-12	Reso. No. 15-12.doc
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Donahue, Kent
Harden, David
Riehm, Tracey
Roberts, Margaret
Harden, David

Created/Initiated - 01/26/2015
Approved - 01/26/2015
Approved - 01/28/2015
Approved - 02/11/2015
Final Approval - 02/11/2015

RESOLUTION NO. 15-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY MANAGER TO SUBMIT AN APPLICATION FOR FINANCIAL ASSISTANCE TO THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION UNDER THE LAND AND WATER CONSERVATION FUND GRANT PROGRAM FOR RIVERWALK PARK PHASE I IMPROVEMENTS TO CONSTRUCT A PLAYGROUND, RESTROOMS, PICNIC FACILITIES AND PORTIONS OF THE BOARDWALK; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AGREEMENTS OR CONTRACTS; PROVIDING FOR MATCHING FUND CONTRIBUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Environmental protection provides financial assistance under the Land and Water Conservation Fund (Grant) Program (FRDAP) for the construction of recreational facilities for recreational purposes; and

WHEREAS, the City Council of the City of Port Orange is proposing the Riverwalk Park Phase I improvements to construct a playground, restrooms, picnic facilities and portions of the boardwalk for recreational purposes; and

WHEREAS, the City Council of the City of Port Orange desires to authorize the submission of an application for financial assistance to the State of Florida Department of Environmental Protection under the Land and Water Conservation Fund (Grant) Program.

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

Section 1. The Mayor and City Manager of the City of Port Orange are hereby authorized to submit an application for financial assistance to the State of Florida Department of Environmental Protection under the Land and Water Conservation Fund (Grant) Program. The grant application is for Riverwalk Park Phase I improvements to construct a playground, restrooms, picnic facilities and portions of the boardwalk for recreational purposes. The Mayor and City Clerk shall be authorized to execute agreements or contracts necessary to implement this Resolution.

Section 2. The City seeks a \$200,000.00 grant. The City has committed to a \$200,000.00 match contribution or less but not to exceed \$200,000.00 of the total project costs.

Section 3. This resolution shall become effective immediately upon adoption.

MAYOR ALLEN GREEN

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Adopted on the day of

Reviewed and Approved: _____
City Attorney

DEC-14 Project Manager Summary Report (Run on 1/7/15)							
Sorted and Totaled by Manager							
Proj #	Proj Description	PTD Budget	PTD Total	YTD Budget	YTD Total	EN	YTD Balance
		(Total Project to Date Budget)	(Total Project Actuals thru 12/31/14 excluding EN's)	(FY15 Budget)	(FY15 Actuals excluding EN's)	(FY15 Encumbrances)	(FY15 Available Balance)
Community Development							
AIO004	CD RIVERWALK PROJECT	8,471,152.00	5,056,404.06	3,369,809.00	92,934.56	184,254.50	3,092,619.94
AIO016	CD Dunlawton Walk Light	82,440.00	0.00	82,440.00	0.00	0.00	82,440.00
AIO022	CD Dunlawton Medians Ph I	500,000.00	5,550.00	494,450.00	0.00	12,950.00	481,500.00
DIP057	CD Ridgewd CorrDrn&PubSpc	0.00	0.00	0.00	0.00	0.00	0.00
IMI008	CD TrafCtrlImpr SunsetCv	20,880.00	10,880.00	10,000.00	0.00	0.00	10,000.00
ZMI046	CD LED TRAFFIC LIGHT REPL	11,000.00	0.00	11,000.00	0.00	0.00	11,000.00
	Community Development Total:	9,085,472.00	5,072,834.06	3,967,699.00	92,934.56	197,204.50	3,677,559.94
City Management							
AIO013	CM CITY HALL 2ND FL RENO	120,001.00	77,399.05	59,156.00	16,554.65	30,782.95	11,818.40
AIO014	CM OLD PD RENOVATIONS	400,000.00	0.00	400,000.00	0.00	0.00	400,000.00
AIO017	CM CITY ENTRANCE SIGN DEV	75,000.00	0.00	75,000.00	0.00	0.00	75,000.00
AIO021	CM YOUTH ADVISORY BOARD	284.00	0.00	284.00	0.00	0.00	284.00
AIO023	CM City Manager Search	50,001.00	950.26	49,050.00	0.00	0.00	49,050.00
AIO024	CM CHGC Renovations	750,000.00	0.00	750,000.00	0.00	17,500.00	732,500.00
AIO025	CM CHGC Clubhouse Renovtn	500,000.00	0.00	500,000.00	0.00	0.00	500,000.00
CDBG04	CM CDBG ACQUIRE PROPERTY	230,705.00	208,133.50	22,571.00	0.00	0.00	22,571.00
CDBG05	CM CDBG DEMO PROPERTY	15,000.00	0.00	15,000.00	0.00	2,750.00	12,250.00
CDBG06	CM CDBG ROAD REPAIR	198,404.00	0.00	198,404.00	0.00	0.00	198,404.00
ZCV002	CM HISTORIC TREE MITIGATN	141,844.00	25,406.15	25,014.00	0.00	0.00	25,014.00
ZMI003	CM CITY TELEVISION STA	385,388.00	173,133.40	49,728.00	0.00	8,290.80	41,437.20
ZMI043	CM LEEPER PRESERVE EFFORT	19,545.00	13,051.37	6,492.00	0.00	0.00	6,492.00
	City Management Total:	2,886,172.00	498,073.73	2,150,699.00	16,554.65	59,323.75	2,074,820.60

DEC-14 Project Manager Summary Report (Run on 1/7/15)							
Sorted and Totaled by Manager							
Proj #	Proj Description	PTD Budget	PTD Total	YTD Budget	YTD Total	EN	YTD Balance
		(Total Project to Date Budget)	(Total Project Actuals thru 12/31/14 excluding EN's)	(FY15 Budget)	(FY15 Actuals excluding EN's)	(FY15 Encumbrances)	(FY15 Available Balance)
Fire							
FIR001	F EMS TRAINING PROGRAMS	19,442.00	12,786.69	7,320.00	667.15	0.00	6,652.85
FIR002	F SHARPS PROGRAM	3,812.00	1,952.00	1,970.00	110.00	0.00	1,860.00
FIR004	F ERV VEHICLE REPLACEMENT	21,624.00	19,128.03	2,495.00	0.00	0.00	2,495.00
FIR005	F THERMAL IMAGING CAMERAS	28,490.00	28,135.00	354.00	0.00	0.00	354.00
FIR007	F RADIO REPLC P-25 COMPLY	62,554.00	26,377.14	36,176.00	0.00	0.00	36,176.00
FIR008	F FIRE STATION 74 AC	134,343.00	123,276.34	11,155.00	0.00	0.00	11,155.00
FIR010	F FIRE STATION 73 HVAC	35,000.00	9,395.00	25,605.00	0.00	0.00	25,605.00
FIR011	F FIRE BUNKER GEAR	50,002.00	33,499.48	17,084.00	582.83	15,461.88	1,039.29
	Fire Total:	355,267.00	254,549.68	102,159.00	1,359.98	15,461.88	85,337.14
Finance							
ZMI047	FN INTERACTIVE VOICE RECO	95,900.00	0.00	95,900.00	0.00	0.00	95,900.00
ZMI053	FN CS Scanner / Printers	15,000.00	0.00	15,000.00	0.00	10,332.00	4,668.00
	Finance Total:	110,900.00	0.00	110,900.00	0.00	10,332.00	100,568.00
Human Resources							
AIO019	HR COMPENSATION STUDY	25,000.00	8,900.00	16,100.00	0.00	8,900.00	7,200.00
	Human Resources Total:	25,000.00	8,900.00	16,100.00	0.00	8,900.00	7,200.00

DEC-14 Project Manager Summary Report (Run on 1/7/15)							
Sorted and Totaled by Manager							
Proj #	Proj Description	PTD Budget	PTD Total	YTD Budget	YTD Total	EN	YTD Balance
		(Total Project to Date Budget)	(Total Project Actuals thru 12/31/14 excluding EN's)	(FY15 Budget)	(FY15 Actuals excluding EN's)	(FY15 Encumbrances)	(FY15 Available Balance)
Information Technology							
ZMI013	IP LARGE FORMAT PRINTERS	14,997.00	8,997.00	6,000.00	0.00	0.00	6,000.00
ZMI015	IP MUNICIPAL NETWORK	241,517.00	187,553.42	77,963.00	0.00	0.00	77,963.00
ZMI016	IP COMPUTER HARDWARE	255,899.00	178,010.09	72,260.00	0.00	0.00	72,260.00
ZMI018	IP E-GOVT BASED SERVICES	10,000.00	0.00	10,000.00	0.00	0.00	10,000.00
ZMI029	IP FIBER OPTIC PROJ PH 2	8,822.00	3,615.00	5,206.00	0.00	0.00	5,206.00
ZMI032	IT POLICE LAPTOP REPLACE	140,153.00	110,474.48	35,304.00	14,935.48	0.00	20,368.52
ZMI036	IT PCI COMPLIANCE PROJECT	50,964.00	36,816.70	8,213.00	0.00	0.00	8,213.00
ZMI037	IT Doc Collbrtn EOC Softw	48,000.00	0.00	48,000.00	0.00	0.00	48,000.00
ZMI038	IT TECH PLAN/Risk Assmnt	91,000.00	27,000.00	64,000.00	0.00	0.00	64,000.00
ZMI040	IT VIDEO SECURITY SYSTEM	166,139.00	138,109.00	28,030.00	0.00	0.00	28,030.00
ZMI042	IP HTE SOFTWARE UPGRADES	93,315.00	88,074.21	5,240.00	0.00	0.00	5,240.00
ZMI045	IT HTE UTILITIES IMAGING	20,040.00	13,840.75	6,198.00	0.00	0.00	6,198.00
ZMI049	IT BARCODE HARDW/SORFTWR	10,000.00	0.00	10,000.00	0.00	0.00	10,000.00
ZMI050	IT NETWRK CORE SWITCH UPD	95,000.00	0.00	95,000.00	0.00	79,667.83	15,332.17
ZMI051	IT PD Impound Surveillanc	30,000.00	0.00	30,000.00	0.00	16,479.00	13,521.00
ZMI052	IT Council Chambers A/V	33,000.00	0.00	33,000.00	0.00	0.00	33,000.00
ZMI054	IT EnterpriseFinancialSys	1,000,000.00	0.00	1,000,000.00	0.00	0.00	1,000,000.00
ZMI055	IT Fiber OpticNetwrk Expn	50,000.00	0.00	50,000.00	0.00	0.00	50,000.00
	Information Technology Total:	2,358,846.00	792,490.65	1,584,414.00	14,935.48	96,146.83	1,473,331.69
Law Enforcement							
AIO020	LE PET SMART GRANT	18,000.00	12,400.99	5,599.00	0.00	0.00	5,599.00
CNE009	LE PUB SAFETY TRAIN FACIL	1,100,000.00	4,050.00	1,095,950.00	0.00	31,050.00	1,064,900.00
	Law Enforcement Total:	1,118,000.00	16,450.99	1,101,549.00	0.00	31,050.00	1,070,499.00

DEC-14 Project Manager Summary Report (Run on 1/7/15)							
Sorted and Totaled by Manager							
Proj #	Proj Description	PTD Budget	PTD Total	YTD Budget	YTD Total	EN	YTD Balance
		(Total Project to Date Budget)	(Total Project Actuals thru 12/31/14 excluding EN's)	(FY15 Budget)	(FY15 Actuals excluding EN's)	(FY15 Encumbrances)	(FY15 Available Balance)
Public Works							
BNE001	P MISC BIKE PATHS	949,917.00	894,625.61	36,190.00	0.00	0.00	36,190.00
DIP001	P MISC DRAINAGE PROJECTS	795,600.00	495,400.40	21,781.00	15,312.00	0.00	6,469.00
DIP021	P B23 CANAL GRANT PHASE 1	1,916,687.00	1,736,910.45	9,485.00	0.00	630.00	8,855.00
DIP033	P MISC RELINE DRAIN PIPES	2,460,639.00	2,311,368.33	234,566.00	28,080.00	24,364.00	182,122.00
DIP044	P STORM SEWER RECONSTRUC	13,387.00	0.00	13,387.00	0.00	0.00	13,387.00
DIP048	P DUNLAWTON DRAINAGE IMPV	3,815,992.00	3,657,805.95	158,181.00	0.00	0.00	158,181.00
DIP053	P CAMBRIDGE STABILIZATION	1,550,001.00	1,478,888.16	74,072.00	2,960.00	15,459.26	55,652.74
DIP054	P WOODS STORMWTR PUMP SYS	21,000.00	0.00	21,000.00	0.00	0.00	21,000.00
DIP055	P Stormwater Master Plan	225,000.00	0.00	225,000.00	0.00	0.00	225,000.00
DIP056	P Cambridge Stablztn PhII	647,500.00	0.00	647,500.00	0.00	0.00	647,500.00
IMI001	P SIGNAGE	458,330.00	386,093.51	63,405.00	0.00	9,068.40	54,336.60
IMI002	P STREET STRIPING	1,477,966.00	1,378,186.92	107,182.00	14,532.92	2,437.50	90,211.58
IMI003	P EMG TRAFFIC CONTROL SYS	51,349.00	0.00	58,649.00	0.00	0.00	58,649.00
IMI006	P GUARDRAIL REPAIRS	50,397.00	15,397.00	35,000.00	0.00	0.00	35,000.00
OBM001	P CITY HALL EXTERIOR	60,900.00	46,550.00	14,350.00	0.00	0.00	14,350.00
OBM002	P PUBLIC WORKS BLD MAINT	1,500.00	0.00	1,500.00	0.00	0.00	1,500.00
OBM004	P CUS SVC STAGE ADA COMP	25,000.00	21,920.00	3,080.00	0.00	0.00	3,080.00
OMI001	P OAK ST RR CROSSING	135,095.00	88,077.74	51,701.00	1,701.00	0.00	50,000.00
OMI002	P CHARLES ST RR CROSSING	202,801.00	146,936.95	51,701.00	1,701.00	0.00	50,000.00
OMI007	P SIDEWALK MAINTENANCE	1,271,086.00	1,066,473.80	195,509.00	23,388.75	90,691.75	81,428.50
OMI008	P HERBERT ST SIDEWALKS	542,088.00	409,382.93	760.00	0.00	0.00	760.00
OMI014	P SP CREEK RD - SO TRAIL	403,435.00	33,142.17	370,292.00	0.00	283.45	370,008.55
OMI015	P CLYDE MORRIS SIDEWALK	40,832.00	0.00	40,832.00	0.00	0.00	40,832.00
OMI016	P HERBERT SHOULDER/SWALK	4,022.00	1,336.04	2,685.00	0.00	0.00	2,685.00
OMI017	P SP CREEK SIDEWALK	8,049.00	44.26	8,004.00	0.00	0.00	8,004.00
OMI018	P VICTORIA GRD SIDEWALK	6,872.00	35.52	6,836.00	0.00	0.00	6,836.00
OMI019	P MCDONALD RD SIDEWALK	8,252.00	108.87	8,143.00	0.00	0.00	8,143.00
OMI020	P FUELING SYSTEM	280,665.00	284,751.57	10,924.00	0.00	0.00	10,924.00
OMI022	P HERBERT SIDEWALK EAST	9,125.00	0.00	9,125.00	0.00	0.00	9,125.00

DEC-14 Project Manager Summary Report (Run on 1/7/15)							
Sorted and Totaled by Manager							
Proj #	Proj Description	PTD Budget	PTD Total	YTD Budget	YTD Total	EN	YTD Balance
		(Total Project to Date Budget)	(Total Project Actuals thru 12/31/14 excluding EN's)	(FY15 Budget)	(FY15 Actuals excluding EN's)	(FY15 Encumbrances)	(FY15 Available Balance)
OMI023	P WILLOW RUN SIDEWALK SO	7,994.00	0.00	7,994.00	0.00	0.00	7,994.00
OMI024	P MISC NEW SIDEWALKS	4,057.00	2,504.25	1,552.00	0.00	0.00	1,552.00
OMI025	P SOUTHWINDS SIDEWALKS	69,550.00	17,650.00	51,900.00	0.00	1,900.00	50,000.00
PNC007	P YORKTOWNE MDL SEGMENT	2,015,300.00	290,299.93	1,725,000.00	0.00	0.00	1,725,000.00
PNC008	P DUNLAWTON/TAYLOR/YORKTO	213,495.00	0.00	213,495.00	0.00	0.00	213,495.00
PNC011	P YORKTOWNE SO SEGMENT	2,536,117.00	2,404,430.80	131,686.00	0.00	0.00	131,686.00
PNC014	P HERBERT ST RGT TURN LN	55,906.00	23,341.00	49,379.00	16,814.50	8,202.60	24,361.90
POL021	P TOWN WEST/WILLIAMSON	786,396.00	89,953.18	709,437.00	12,914.00	35,709.95	660,813.05
POL038	P FY14 PAVING PROGRAM	998,556.00	920,133.16	78,422.00	0.00	26,780.77	51,641.23
POL039	P FY15 Paving Program	545,000.00	0.00	545,000.00	0.00	0.00	545,000.00
	Public Works Total:	24,665,858.00	18,201,748.50	5,994,705.00	117,404.17	215,527.68	5,661,773.15

DEC-14 Project Manager Summary Report (Run on 1/7/15)							
Sorted and Totaled by Manager							
Proj #	Proj Description	PTD Budget	PTD Total	YTD Budget	YTD Total	EN	YTD Balance
		(Total Project to Date Budget)	(Total Project Actuals thru 12/31/14 excluding EN's)	(FY15 Budget)	(FY15 Actuals excluding EN's)	(FY15 Encumbrances)	(FY15 Available Balance)
Parks and Recreation							
QPC020	R YMCA REPAIRS	369,299.00	372,435.83	6,200.00	0.00	0.00	6,200.00
QPC045	R SCOREBOARD REPLACEMENT	76,973.00	55,960.00	21,013.00	0.00	0.00	21,013.00
QPC046	R VETERANS PK BRICK PRG	4,361.00	1,400.14	3,546.00	585.79	2,300.00	660.21
QPC050	R SP CRK BASEBALL FLD UPG	494,103.00	489,517.05	4,585.00	0.00	0.00	4,585.00
QPC052	R SOCCER FIELD RE-LEVEL	99,450.00	11,250.00	90,910.00	2,710.00	2,610.00	85,590.00
QPC054	R PARKS FURNISHINGS	26,500.00	22,568.76	3,931.00	0.00	0.00	3,931.00
QPC055	R Coraci Athl Compl PHIII	154,598.00	153,505.50	1,092.00	0.00	1,092.00	0.00
QPC056	R YMCA Pool Deck Replace	315,794.00	315,193.49	17,768.00	17,168.00	600.00	0.00
QPC058	R YMCA RENOVATIONS PH II	248,000.00	244,984.52	248,000.00	244,984.52	0.00	3,015.48
QPC059	R ParksFoundationCreation	3,201.00	0.00	3,201.00	0.00	0.00	3,201.00
QPC060	R YMCA Reno Phase III	158,500.00	0.00	158,500.00	0.00	4,995.00	153,505.00
QPC061	R Coraci Athl Compl PHIV	600,000.00	0.00	600,000.00	0.00	0.00	600,000.00
QPC062	R Causeway Dock Refurbish	39,000.00	0.00	39,000.00	0.00	0.00	39,000.00
QPC063	R SP CRK Bsktball ct reno	24,000.00	0.00	24,000.00	0.00	0.00	24,000.00
QPC064	R Lakeside Center Carpet	7,000.00	0.00	7,000.00	0.00	6,786.10	213.90
XSG007	R GAMBLE LAUNCH VOPO-0360	359,935.00	214,931.34	50,000.00	0.00	0.00	50,000.00
	Parks and Recreation Total:	2,980,714.00	1,881,746.63	1,278,746.00	265,448.31	18,383.10	994,914.59
Comm. Redevelopment							
TIF002	T TWN CTR MEDIAN IMPRV	419,222.00	206,657.24	217,897.00	5,333.32	59,080.54	153,483.14
TIF004	T EASTPORT ENTRY SIGNAGE	85,000.00	33,846.00	51,154.00	0.00	0.00	51,154.00
	Comm. Redevelopment Total:	504,222.00	240,503.24	269,051.00	5,333.32	59,080.54	204,637.14

DEC-14 Project Manager Summary Report (Run on 1/7/15)							
Sorted and Totaled by Manager							
Proj #	Proj Description	PTD Budget	PTD Total	YTD Budget	YTD Total	EN	YTD Balance
		(Total Project to Date Budget)	(Total Project Actuals thru 12/31/14 excluding EN's)	(FY15 Budget)	(FY15 Actuals excluding EN's)	(FY15 Encumbrances)	(FY15 Available Balance)
Public Utilities							
EFM001	U Forestry Management	1,591,448.00	1,230,313.03	277,107.00	12,136.32	88,531.25	176,439.43
MBO004	U Local Limit Development	30,000.00	0.00	30,000.00	0.00	0.00	30,000.00
MME001	U Machinery & Equipment	608,798.00	506,526.36	112,060.00	32,060.00	0.00	80,000.00
MME003	U Telemetry I & C	1,065,012.00	942,674.21	72,841.00	9,010.00	0.00	63,831.00
MMM101	U LARGE METER REPLACEMENT	699,893.00	603,690.27	94,871.00	3,870.00	85,300.00	5,701.00
MMP001	U Utility Mapping	911,633.00	809,956.71	31,639.00	0.00	26,199.78	5,439.22
MPL001	U Utilities Master Plan	256,453.00	224,537.16	0.00	0.00	0.00	0.00
RIM002	U Reclmd Wtr Augmentation	821,843.00	734,242.03	0.00	0.00	0.00	0.00
RIM004	U Reclmd Aug Dunlawton	81,091.00	81,090.97	0.00	0.00	0.00	0.00
RIM005	U Reservoir Outfall	2,624,788.00	380,114.10	2,297,837.00	53,164.22	15,162.01	2,229,510.77
RRP001	U Reclaimed Wtr Replacmnt	15,005.00	15,004.64	0.00	0.00	0.00	0.00
SLS002	U R & R Lift Station	4,720,274.00	4,245,038.00	45,720.00	250.00	4,720.00	40,750.00
SLS003	U WB Regional PumpStation	825,000.00	0.00	825,000.00	0.00	0.00	825,000.00
SSP002	U Sewer Plant Replacement	6,472,517.00	5,537,735.79	753,904.00	6,692.14	74,205.00	673,006.86
SSP007	U Rec Wtr Plnt Rehab 2013	596,554.00	596,553.42	0.00	0.00	0.00	0.00
SSP008	U Rec Wtr Plnt Imprv 2014	133,896.00	38,820.54	98,882.00	3,808.47	0.00	95,073.53
SSP009	U BioSolidsTrtmnt/Compost	150,000.00	0.00	150,000.00	0.00	0.00	150,000.00
UCP001	U Cost Participation,	2,470,959.00	2,229,801.78	95,443.00	23,068.05	63,875.00	8,499.95
UET001	U Extension, Water System	567,537.00	540,689.75	5,837.00	773.99	0.00	5,063.01
UET002	U Extension, Sewer System	1,428,807.00	1,339,414.66	4,328.00	0.00	0.00	4,328.00
UET003	U Extension, Reclaimed	329,311.00	329,306.49	0.00	0.00	0.00	0.00
UET005	U Rose Bay U Et I SRF5080	8,982,402.00	9,168,226.92	0.00	0.00	0.00	0.00
UET010	U Potable Wtr Intercncts	463,239.00	192,559.00	0.00	0.00	0.00	0.00
UET011	U Rc Wt Rechg LakeSRF513P	20,101,588.00	12,939,662.94	370,691.00	0.00	0.00	370,691.00
UET016	U Madeline Av WM Ext East	339,429.00	29,428.13	0.00	0.00	0.00	0.00
UET018	U S Pen Swr Ext II SRF	724,492.00	679,772.10	44,715.00	0.00	0.00	44,715.00
UET022	U White Acres Improvement	608,417.00	72,964.96	535,452.00	0.00	11,452.04	523,999.96
URF001	U Reinforcement, WA Sys	462,704.00	378,255.62	54,342.00	1,287.76	51,831.86	1,222.38
URF002	U Reinforcement, SW Sys.	0.00	0.00	0.00	0.00	0.00	0.00
URH001	U Sewer Sys Rehabilitatn	7,873,096.00	7,204,435.53	419,921.00	(9,504.00)	0.00	429,425.00

DEC-14 Project Manager Summary Report (Run on 1/7/15)							
Sorted and Totaled by Manager							
Proj #	Proj Description	PTD Budget	PTD Total	YTD Budget	YTD Total	EN	YTD Balance
		(Total Project to Date Budget)	(Total Project Actuals thru 12/31/14 excluding EN's)	(FY15 Budget)	(FY15 Actuals excluding EN's)	(FY15 Encumbrances)	(FY15 Available Balance)
URL005	U Williamson Util Rel S	4,658,755.00	4,528,133.19	129,911.00	0.00	0.00	129,911.00
URL006	U Town Ctr Util Relocatn	12,916.00	12,914.85	0.00	0.00	0.00	0.00
URL007	U Misc Util Coordination	285,627.00	259,348.18	26,272.00	0.00	0.00	26,272.00
URL008	U Taylor Rd Widening	46,458.00	46,457.50	0.00	0.00	0.00	0.00
URL009	U S Atlantic Ave Util Rel	832,253.00	832,248.79	0.00	0.00	0.00	0.00
URP001	U Replacement, WA System	4,028,974.00	3,258,477.35	456,534.00	135,991.37	51,831.85	268,710.78
URP002	U Replacement, SW System	1,782.00	1,781.57	0.00	0.00	0.00	0.00
URP010	U S Atlantic JPA w/Vol Co	460,131.00	17,159.00	460,131.00	17,159.00	27,555.00	415,417.00
WWP003	U Water Plant Improvement	5,692,715.00	4,873,260.39	642,440.00	424.62	0.00	642,015.38
WWP006	U GWP Rehabilitation 2013	1,258,672.00	1,255,821.64	6,657.00	3,810.00	0.00	2,847.00
WWW002	U WW Repairs/Maint	450,506.00	353,849.92	96,654.00	0.00	0.00	96,654.00
WWW003	U Wellfield Rehab-Eastern	679,389.00	585,625.39	0.00	0.00	0.00	0.00
ZMI044	U METER REPLACEMENT PRG	3,897,323.00	2,262,866.05	1,674,068.00	38,813.02	168,020.50	1,467,234.48
	Public Utilities Total:	88,261,687.00	69,338,758.93	9,813,257.00	332,814.96	668,684.29	8,811,757.75
	Total:	132,352,138.00	96,306,056.41	26,389,279.00	846,785.43	1,380,094.57	24,162,399.00
	150 PROJECTS						



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/17/2015

Consent item: Yes

SUBJECT: Building Activity Report and Development Activity Report for January, 2015

DEPARTMENT: Community Development

RECOMMENDED MOTION: To accept the Staff Reports (Building Activity Report and Monthly Development Activity Report).

SUMMARY: The attached staff reports include the Development Activity Report and the Building Activity Report. These reports provide information on proposed development, projects under construction, commercial code enforcement activity, and monthly building permits and updates.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Building Activity Report - Jan. 2015	Building Activity Report - Jan. 2015.pdf
2.	Development Activity Report - Jan. 2015	Development Activity Report - Jan. 2015.pdf

Perney, Gwen
Clark, Wayne
Harden, David

Created/Initiated - 02/05/2015
Approved - 02/05/2015
Final Approval - 02/06/2015



CITY OF PORT ORANGE COMMUNITY DEVELOPMENT ACTIVITY REPORT JANUARY 2015

BUILDING DIVISION

- PERMIT STATISTICS / REVENUE
- PERMITS ISSUED
- INSPECTION ACTIVITY
- CERTIFICATE OF OCCUPANCY ACTIVITY
- COMMERCIAL PROJECTS IN PLAN REVIEW
- YEAR-TO-DATE PERMIT STATISTICS

BUSINESS TAX DIVISION

- NEW BUSINESS LISTING

CODE ENFORCEMENT DIVISION

- CODE ENFORCEMENT ACTIVITY



CITY OF PORT ORANGE

BUILDING ACTIVITY REPORT

JANUARY 2015

CUMULATIVE PERMIT STATISTICS				
DESCRIPTION	JAN 2014	JAN 2015	Y-T-D 13/14	Y-T-D 14/15
Total Applications Issued	377	398	1422	1575
Total Permits Issued	484	488	1901	1959
Total Value	\$12,273,595	\$6,135,980	\$44,734,060	\$30,847,144
Total Fees	\$142,672	\$74,926	\$406,701	\$293,966

NEW COMMERCIAL PERMITS ISSUED			
PROJECT	ADDRESS	CONTRACTOR	VALUATION
Auto Zone	3750 Nova Rd	Van Tassel Proctor	\$922,436
Virginia Warehouse	523 Virginia Ave	Cowart and Associates	\$160,794
Virginia Warehouse	527 Virginia Ave	Cowart and Associates	\$160,794
Car People Marketing	3818 Nova Rd C	Del Mar Construction	\$195,000
Lee Nails	3781 Nova Rd E	Asbilt Construction	\$52,000
Happy Feet and Nails	1820 Dunlawton Ave 103	Asbilt Construction	\$44,884

RESIDENTIAL NEW HOME PERMITS ISSUED		
SUBDIVISION(S)	CONTRACTOR	NUMBER OF HOMES
Water's Edge	ICI Homes	3
Oakbrook II	Holiday Builders	3
Port Orange Plantation	D.R. Horton	0
Villages of Royal Palm	Winston James	0
Ken Bern	Medic Air Systems	1
	Monthly Total	7
	Year to Date Total	30

CUMULATIVE INSPECTION STATISTICS	
Total Inspections – This Period	1,439
Average Inspections Per Day	69
Average Inspections Per Inspector	20/DAY
	411/MONTH

CERTIFICATES OF OCCUPANCY	
Residential Construction	13
Commercial Construction	3
TOTAL	16

COMMERCIAL CERTIFICATES OF OCCUPANCY DETAILS	
Gandolfo's	1812 Dunlawton Ave 104
Sport Clips	1820 Dunlawton Ave 104
Tomoka Brewing	4647 Clyde Morris Blvd 504

RESIDENTIAL CERTIFICATES OF OCCUPANCY DETAILS		
SUBDIVISION	CONTRACTOR	NEW HOMES
Water's Edge	Intervest	3 - Single Family Residence
Oakbrook	Holiday Builders	5 - Single Family Residence
Port Orange Plantation	D R Horton	2 - Single Family Residence
Villages of Royal Palm	Winston James	1 - Single Family Residence
Overlook	Paytas Homes	1 - Single Family Residence
Bayview	Johnny Taylor	1 - Single Family Residence
	Monthly Total	13
	Year to Date Total	44

COMMERCIAL PLAN REVIEW

NEW BUILDINGS					
PERMIT	ADDRESS	JOB NAME	DATE SUBMITTED	ESTIMATED VALUE	SQUARE FOOTAGE
14-2119	3661 Clyde Morris	Shell Building	5/28/14	\$431,396	3,995
14-2969	1740 Dunlawton	Wawa	7/17/14	\$541,226	6,119
14-3126	3750 Nova	Auto Zone (addition)	7/31/14	\$923,760	8,000
14-3711	527 Virginia	Warehouse	9/11/14	\$82,500	3,520
14-3712	523 Virginia	Warehouse	9/11/14	\$82,500	3,520
14-4641	5790 Journey's End	Mellow Mushroom	11/11/14	\$1,400,000	7,567
14-4852	920 Village Trail	Rossi's Cafe	11/26/14	\$320,166	2,450
14-5039	1744 Dunlawton	Culver's	12/12/14	\$641,359	4,011
14-5118	1752 Dunlawton	Goodwill	12/19/14	\$2,580,911	22,431
15-291	5445 Williamson	Heartland Dental	1/23/15	\$393,721	3,213

PERMIT	ADDRESS	JOB NAME	DATE SUBMITTED	ESTIMATED VALUE
14-3215	53 Dunlawton	Bigbby Coffee	8/5/14	\$32,000
14-4003	1657 Taylor 102	Jym Fit	9/30/14	\$120,000
14-4168	3818 Nova C	Car People Marketing	10/9/14	\$195,000
14-4875	3781 Nova E	Lee Nails	12/1/14	\$52,000
14-5082	5537 Williamson 775	Advanced Medical	12/17/14	\$445,766
14-5094	5134 Clyde Morris	Vanilla Shell	12/18/14	\$54,400
15-179	1165 Dunlawton	Halifax Physicians	1/16/15	\$314,000
15-181	4639 Clyde Morris 107	Port Orange Counseling	1/16/15	\$72,689
15-187	5537 Williamson 665	Victoria's Cupcakes	1/16/15	\$20,000
15-286	3809 Nova	Bank of America	1/23/15	\$80,000
15-413	4421 Eastport Parkway	Lore L Ltd.	1/30/15	\$45,000

NEW COMMERCIAL BUSINESSES

ACET Recycling, LLC	4639 Clyde Morris Blvd., 106
Barbery & Associates, CPA, LLC	4558 Bldg. 2, Clyde Morris Blvd.,
Coastal Care Home Medical, Inc.	5889 S. Williamson Blvd., 1408
Drake Automotive, LLC	4186 Dairy Ct., Suite C & D
Morningstar Massage	5111 Ridgewood Ave., 201 B
Patricia Adams Counseling, LLC	3959 Nova Rd., Bldg. 15
Sport Clips Haircuts	1820 Dunlawton Ave., 104
Vapermate at Stuff-N-Puffs Inc.	3833 Nova Rd.
Yes Dear Furniture	5062 Ridgewood Ave.

Code Enforcement Violation Report January 2015

ABANDONED VEHICLES (TOW)	2
ANIMALS	1
FENCES AND WALLS	5
GARBAGE, TRASH, DEBRIS	11
HOME OCCUPATIONS	1
HOUSING CODE VIOLATIONS	7
HWG/DEVELOPED PROPERTY	12
MISCELLANEOUS REGULATION:	5
OCCUPATIONAL LICENSES	3
OUTSIDE STORAGE	13
PARK COMMERCIAL VEHICLES	3
PARK RECREATIONAL VEHICLE	4
PARKING IN FRONT YARD	11
PARKING SIDEWALK/DRIVEWAY	3
SANITARY NUISANCE	1
SIGNS	1
SWIMMING POOL CODE	1
TEMPORARY SIGNS/BANNERS	3

Code Enforcement Violation Report January 2015

TREE REMOVAL	1
TREE REPLACEMENT	1
WATER RESTRICTIONS	1
WORKING W/OUT PERMIT	7
Total	97

CITY OF PORT ORANGE MONTHLY DEVELOPMENT ACTIVITY REPORT



CITY COUNCIL

allen green, mayor
drew bastian, vice mayor
bob ford, councilman
donald burnette, councilman
scott stiltner, councilman
david harden, interim city manager

PLANNING COMMISSION

thomas jordan, chairperson
frank crooks, vice chairperson
michael arminio, commissioner
richard barker, commissioner
lance green, commissioner
john junco, commissioner
sonya laney, commissioner

JANUARY 2015

RESIDENTIAL AND NON-RESIDENTIAL DEVELOPMENT PROJECTS

JANUARY 2015

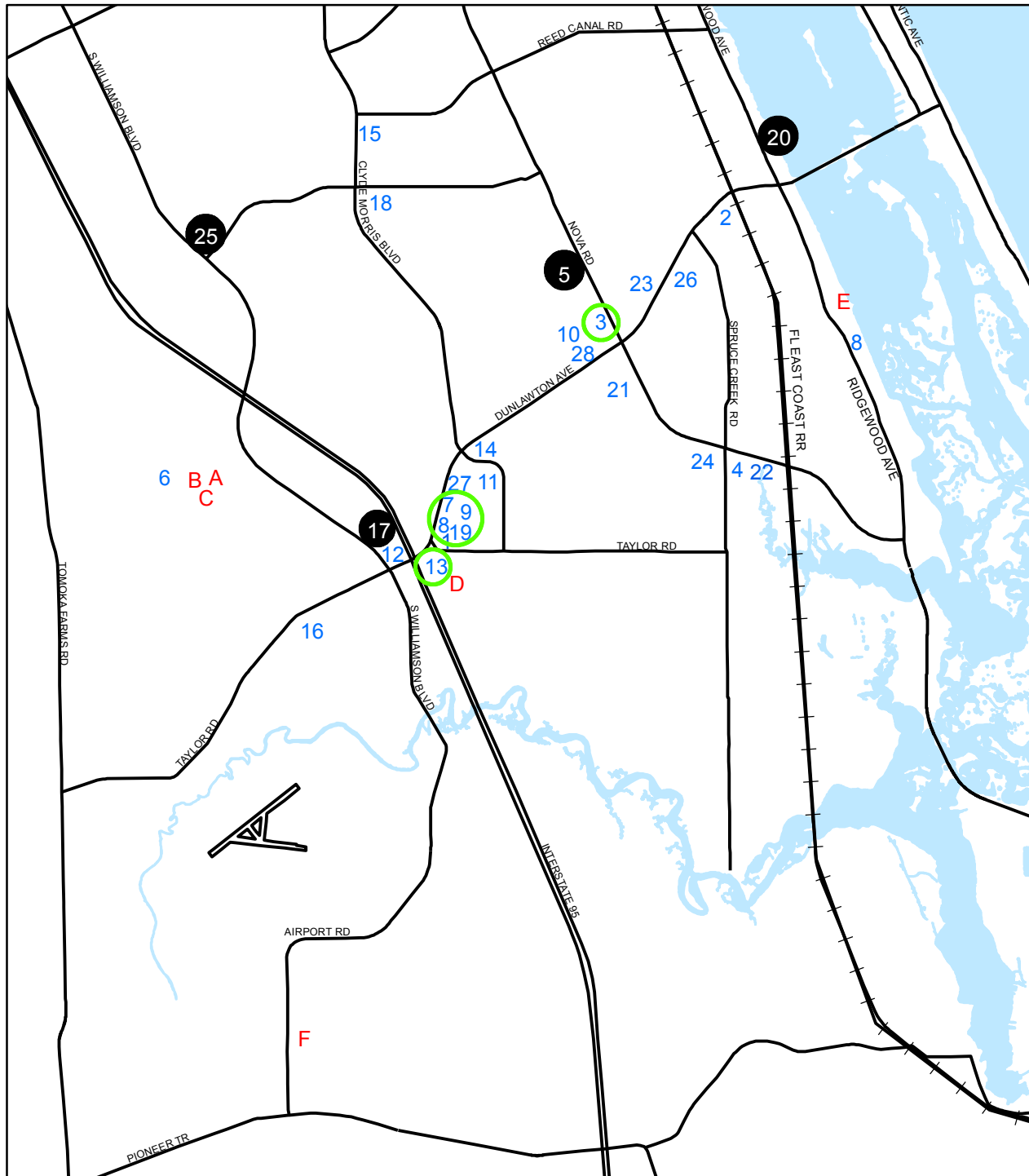
Residential

- A Hawks Preserve, Phase I
- B Hawks Preserve, Phase II
- C Port Orange Plantation IV-C
- D Reedy Creek North
- E Riverbank Properties
- F Water's Edge, Phase XII

Non-Residential

- 1 Altamira Shopping Village
- 2 Atlantic Marine
- 3 Autozone
- 4 Circle K
- 5 Circle K #8088
- 6 Coraci Sports Park
- 7 Culver's
- 8 Dunlawton Commons - Unit 4
- 9 Dunlawton Yorktowne - Unit 5
- 10 FPL Magnolia Substation
- 11 Gaffka Scott Enterprises
- 12 Heartland Dental
- 13 Mellow Mushroom
- 14 Murphy Oil
- 15 New Port, Lot 2 (Jimmy John's)
- 16 Our Savior's Lutheran Church
- 17 Panda Express
- 18 Palmetto Pointe Marketplace PCD
(Walmart Neighborhood Market)
- 19 Port Orange Goodwill
- 20 Riverwalk Park, Phase 1A
- 21 Rossi Side Street Cafe
- 22 Sparks Concrete
- 23 Splash Car Wash
- 24 Spruce Creek Center
- 25 Town Park PCD
- 26 Vystar Credit Union
- 27 Wawa Dunlawton-Yorktowne
- 28 Wawa Dunlawton

● New Project ○ Change In Status



RESIDENTIAL DEVELOPMENT PROJECTS

January 2015

 = addition to the development activity report

 = change of status to a particular project

MAP ID	Project	Location	Description	Status								Comments
				Under staff review	D. O. issued	Pre-con held	ABC completed	Const. Permit issued	Under construction	Final inspection	C.O. issued	
A	Hawks Preserve, Phase I / subdivision (fka Port Orange Plantation, Phase IV A & B)	E. side of Coraci Blvd, N. of Town West Blvd.	119 single-family lots on ±57 acres	X								Tentatively scheduled for 2/26/15 PC meeting
B	Hawks Preserve, Phase II, subdivision (fka Port Orange Plantation, Phase IV-D & E)	E. side of Coraci Blvd, N. of Town West Blvd.	75 single-family lots on ±23 acres	X								Tentatively scheduled for 2/26/15 PC meeting
C	Port Orange Plantation, Phase IV-C / subdivision	1548 McGinnis Ave. / north of Town West Blvd., between McGinnis Ave.& Peach Blossom Blvd.	49 single-family lots on 15.7 acres	X	X	X	-	X	X			Under construction
D	Reedy Creek North / subdivision	E. side of Boggs ford Rd., south of Taylor Rd.	5 single-family lots on 5.151 acres	X	X	X	X	X	X			Under construction
E	Riverbank Properties, replat	NE corner of Katherine St. and Palmetto St.	3 single-family lots on 0.72 acres	X	X							On hold
F	Water's Edge, Phase XII / subdivision	East of Airport Rd., west of Calistoga Cir., north of Pioneer Trail	98 single-family lots on 36.2 acres	X	X	X	-	X	X			Under construction

Case No./
Planner

14-50000006
PGC

14-50000007
PGC

13-50000003
TPB

14-50000002
14-60000002
PGC

13-50000001
TPB

06-50000004
TPB

NON-RESIDENTIAL DEVELOPMENT PROJECTS

January 2015

 = addition to the development activity report

= change of status to a particular project

MAP ID	Project	Location	Description	Status								Comments	Case No./ Planner
				Under staff review	D. O. issued	Pre-con meeting	ABC permit completed	Const. Permit issued	Under construction	Final inspection	C. O. issued		
1	Altamira Shopping Village	Space Coast Credit Union / new construction	1788 Dunlawton Ave.	3,185 SF bank with drive-thru on 0.94 acres on Lot 1 in the Altamira subdivision with associated site improvements	X	X	X	X	X	X	X	Final inspection 1/23/15; Complete	13-80000008 BP #14-1224 PGC
		Commercial Subdivision Replat	1790 Dunlawton Ave.	5-lot commercial subdivision replat of +/- 27 acres	X							On hold	14-50000001 TPB
		Crosby Property / site plan	1736 Dunlawton Ave.	4,500 SF retail building on 1.24 acres with associates site improvements	X							Awaiting 1st resubmittal	14-80000014 TPB
2	Atlantic Marine / site plan		619, 621, 627, & 631 Lemon St. 630 & 632 Ruth St.	16,910 (+/-) square-foot building for boat sales and boat repair and areas for outdoor boat storage for Atlantic Marine along with associated site and off-site improvements	X							2nd resubmittal under review	14-80000006 TPB
3	Autozone / new construction		3750 Nova Rd.	Construction of a 8,000 SF building addition along with associated landscaping, utilities, and landscaping improvements on 3.14 acres	X	X	X	X	X	X		Under construction	14-80000003 BP #14-3196 PGC
4	Circle K / new construction		4040 Nova Rd.	Demolition of existing gas station and construction of a new 4,400 SF convenience store and 10 fueling station positions under a canopy with associated landscaping, utililites, and stormwater improvements on 0.99 acres	X	X	X	X	X	X		Under construction	14-80000002 BP #14-2646 GKP
5	Circle K #8088 / new construction		3664 Nova Rd.	Demolition of existing gas station and construction of a new 4,400 SF convenience store and 16 fueling station positions under a canopy with associated site improvements on 1.99 acres	X							DRC scheduled for 2/11/15	15-80000003 GKP
6	Coraci Sports Park, Phase 2 (multi-purpose field) / site plan modification		5200 Coraci Blvd.	Development of a 2nd multi-purpose recreation field including modification of a stormwater retention pond on ±2 acres	X	X	X					Pre-construction meeting held 11/12/14	14-82000004 GKP
7	Culver's Restaurant / new construction		1744 Dunlawton Ave.	4,316 SF restaurant with drive-thru on 1.15 acres with associated site improvements	X	X	X	X	X	X		Pre-construction meeting held 1/22/15; Under construction	14-80000009 BP #14-5039 GKP
8	Dunlawton Commons - Unit 4 / site plan		1760 Dunlawton Ave.	10,123 SF multi-tenant building on 1.52 acres with associated site improvements	X	X						DO Issued 1/13/15	14-80000012 GKP
9	Dunlawton Yorktowne - Unit 5 / site plan modification		1770 Dunlawton Ave.	Modifications to an existing stormwater retention system on 4.4 acres	X	X	X	X	X	X		DO Issued 1/07/15; Pre-construction meeting held 1/13/15	14-82000009 TPB
10	FPL Magnolia Substation / site plan & site plan modification		3760 Nova Rd.	Construction of an electrical substation with associated infrastructure improvements on a 4-acre portion of a 40.75 acre parcel.	X	X	X	X	X	X		Under construction	09-80000003 13-82000004 TPB

NON-RESIDENTIAL DEVELOPMENT PROJECTS

January 2015

 = addition to the development activity report

= change of status to a particular project

MAP ID	Project		Location	Description	Status								Comments	Case No./ Planner
					Under staff review	D. O. issued	Pre-con meeting	ABC permit completed	Const. Permit issued	Under construction	Final inspection	C. O. issued		
11	Gaffka Scott Enterprises, LLC (Gaff's Quality Meats) / site plan modification		5130 Clyde Morris Blvd.	7,515 SF two tenant commercial building with associated site improvements on 1.05 acres	X	X	X	X	X	X			Under construction	14-82000001 BP #14-1198 PGC
12	Heartland Dental / new construction		5445 S. Williamson Blvd.	3,215 SF dental office with associated site improvements on 1.08 acres	X								1st resubmittal under review	14-80000015 PGC
13	Mellow Mushroom / new construction	Site Plan	5790 Journey's End Way	8,200 SF restaurant with associated site improvements on 1.48 acres	X	X							DO issued 1/09/15	14-80000005 BP #14-4641 PGC
		Minor Subdivision		Application to shift the south lot line of Lot 1 to the south 50 feet, thereby increasing Lot 1 by 0.34 acres.	X	X	-	-	-	-	-	-	DO issued 1/09/15	14-55000002 PGC
14	Murphy Oil / new construction	Subdivision	1590 Dunlawton Ave.	A replat to subdivide 0.97 acres from a 21.86 acre parent tract to create a new outparcel for a fueling station	X								Tentatively scheduled for PC 2/26/15	14-50000004 PGC
		Site Plan		1,200 SF gas station with 12 fueling stations and associated site improvements on 0.97 acres	X								1st resubmittal under review	14-80000008 PGC
15	New Port, Lot 2 (Jimmy John's) / new construction		3661 Clyde Morris Blvd.	Two 3,995 multi-tenant buildings with drive-thrus, including associated landscaping, parking, and utilities on 1.75 acres	X	X	X	X	X	X			Under construction	14-80000001 BP #14-2119 GKP
16	Our Savior's Lutheran Church / site plan modification		1715 Taylor Rd.	4,481 SF classroom building addition to an existig church with associated parking, landscaping, and stormwater retention	X								D.O. issued 12/12/14	14-82000007 BP #15-0432 GKP
17	Panda Express / new construction		5441 S. Williamson Blvd.	2,691 SF restaurant with drive-thru and associated site improvements on 1.07 acres	X								DRC scheduled for 2/11/15	15-80000002 PGC
18	Palmetto Pointe Marketplace PCD (Walmart Neighborhood Market) / new construction	Rezoning MDA & CDP	Southeast corner of Clyde Morris Blvd. & Madeline Ave.	Rezoning of 13 (+/-) acres from PUD to PCD; Establish a master development agreement and conceptual development plan	X								Tentatively scheduled for PC 2/26/15	14-65000001 TPB
		Subdivision Plat & Plans		Subdivision of 52.7 (+/-) acres into 5 lots and 2 tracts	X								Tentatively scheduled for PC 3/26/15	14-50000003 TPB
		Site Plan		42,000 square foot grocery store and 9,600 square foot commercial multi-tenant building along with associated site and off-site improvements on 10.3(+/-) acres	X								On hold	14-80000007 TPB
19	Port Orange Goodwill / new construction		1752 Dunlawton Ave.	22,342 SF retail building with associated site improvements on 2.94 acres	X								2nd resubmittal under review	14-80000011 BP #14-5118 GKP

NON-RESIDENTIAL DEVELOPMENT PROJECTS

January 2015

 = addition to the development activity report

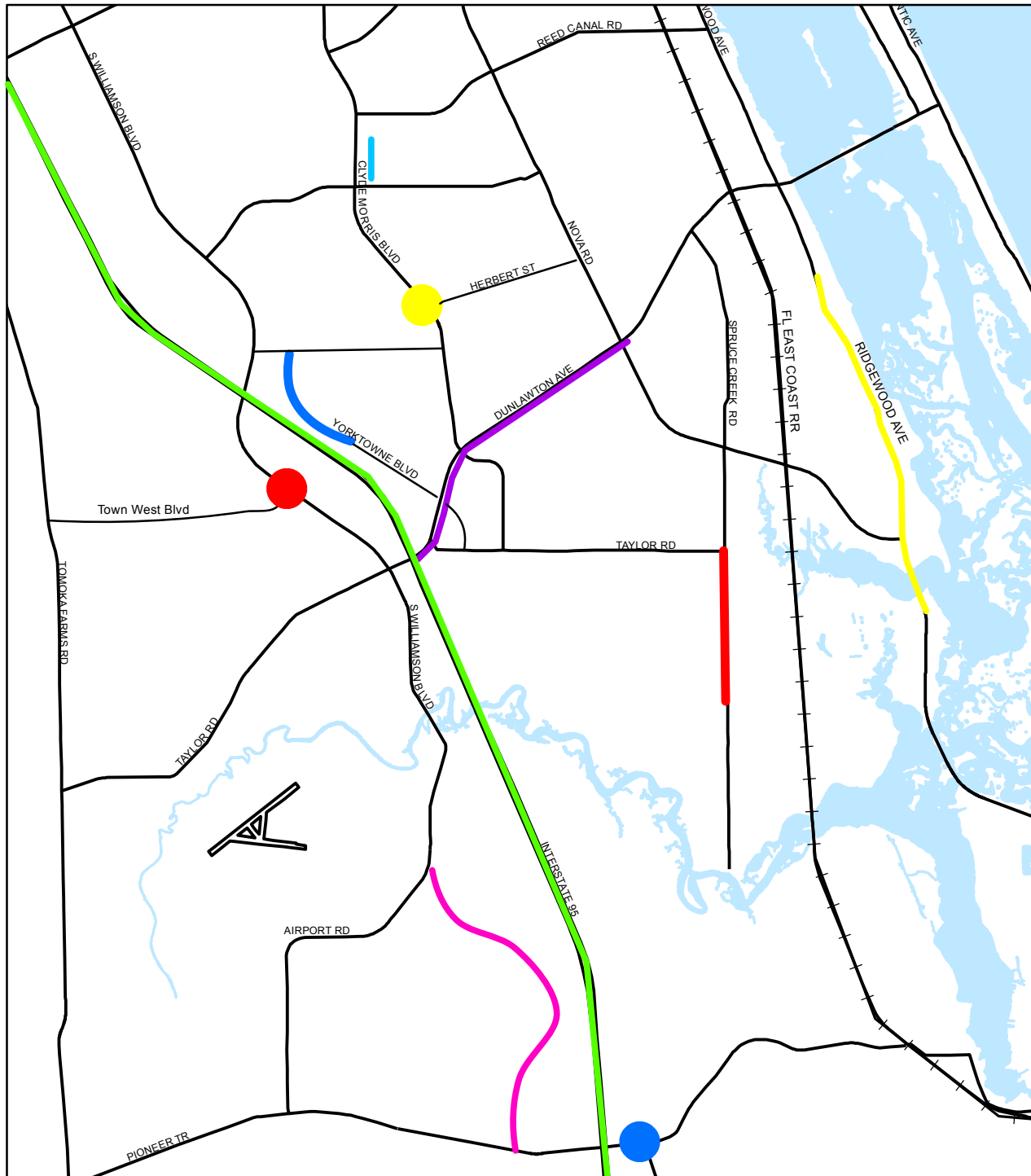
= change of status to a particular project

MAP ID	Project	Location	Description	Status								Comments	Case No./ Planner
				Under staff review	D. O. issued	Pre-con meeting	ABC permit completed	Const. Permit issued	Under construction	Final inspection	C. O. issued		
20	Riverwalk Park, Phase 1A / new construction	3431 Ridgewood Ave.	Kayak/canoe launch, trail, over-water boardwalk, restroom/trailhead and bridge, along with associated site improvements	X								1st resubmittal under review	15-80000001 PGC
21	Rossi Side Street Café / new construction	920 Village Tr.	2,450 SF restaurant with associated site improvements on 0.73 acres	X								1st resubmittal under review	14-80000013 DP
22	Sparks Concrete / new construction	4110 Nova Rd.	Installation of a portable concrete batch plant on an existing commercial/industrial site with associated site improvements	X	X	X	X	X	X	X		2nd Final Inspection held 1/30/15	12-80000001 PGC
23	Splash Car Wash / site plan modification	901 Dunlawton Ave.	Additional driveway onto Jackson Ave.	X	X	X	X	X	X			Final inspection pending	11-80000003 TPB
24	Spruce Creek Center / site plan modification	4020 Nova Rd.	Modifications to a parking lot for an existing shopping center with associated site improvements on 3.99 acres	X								Awaiting 2nd resubmittal	14-82000008 GKP
25	Town Park PCD / MDA & CDP Amendment	4015 S. Williamson Blvd.	2nd Amendment to the Town Park PCD. Amending the master development agreement and conceptual development plan to allow an ALF, medical offices, and retail uses	X								DRC scheduled for 3/11/15	15-40000001 GKP
26	Vystar Credit Union / new construction	750 Dunlawton Ave	4,500 SF bank with 5 drive-thru lanes on 2.5 acres with associated site improvements	X								DO pending approval of variance for driveway off Dunlawton. Variance scheduled for PC 2/26/15	14-80000010 DP
27	Wawa Dunlawton-Yorktowne / new construction	1740 Dunlawton Ave.	6,119 SF convenience store with 16 fueling station dispensers with associated site improvements on 1.85 acres	X	X	X						Pre-construction meeting held 1/27/15; ABC permit issued 2/2/15	14-80000004 BP #14-2969 GKP
28	Wawa / redevelopment	1031 Dunlawton Ave.	Demolition of existing restaurant and construction of a 5,943 SF convenience store with 16 fueling pumps and associated site improvements on 1.87 acres	X	X	X	X	X	X			Under construction	13-80000005 BP #14-0808 TPB

ROADWAY DEVELOPMENT PROJECTS

JANUARY 2015

- Dunlawton Avenue Resurfacing
- Herbert Street Turn Lane
- I-95 Widening
- Pioneer Trail at Turnbull Bay Road
- Ridgewood Avenue Resurfacing
- Southwinds Sidewalk
- Spruce Creek Road Sidewalk
- Town West Blvd. / Williamson Blvd. Signal
- Yorktowne Blvd. Extension
- S. Williamson Blvd. Extension



Project		Description	Jurisdiction	Status
Dunlawton Avenue (SR 421)		Resurfacing SR421 from Nova Road to I-95	FDOT	Under construction
Herbert Street Turn Lane		Add right turn lane WB at Clyde Morris Blvd.	City/TPO	Scheduled for construction in FY15
I-95 Widening		Construction to widen I-95 from SR44 to I-4/SR400 from 4 lanes to 6 lanes	FDOT	Scheduled for construction in FY15
Pioneer Trail at Turnbull Bay Road		Intersection improvement	Volusia County/TPO	Scheduled for construction in FY14
Ridgewood Avenue (US1)		Resurfacing US1 from Fleming Street to south of Rose Bay Bridge	FDOT	Pre-construction meeting held January 2015; Scheduled for construction in FY15
Southwinds Sidewalk		Design of a 5-foot wide sidewalk on the west side of Southwinds Trail	City	Bid opening 1/15/15; Construction scheduled for FY15
Spruce Creek Road Sidewalk		Construct an 8'-wide sidewalk on the west side of Spruce Creek Rd. from Taylor Rd. to Central Park Blvd.	City/TPO	Bid opening 1/20/15; Construction scheduled for FY15
Town West Blvd./Williamson Blvd. Signal		Installation of a 4-way traffic signal	City/Volusia County	Pre-construction meeting held 1/23/15; Construction scheduled for FY15
Yorktowne Blvd. Extension	North	4-lane divided roadway extension from Willow Run Blvd. to 0.41 miles south	Volusia County/Developer	Design finalized / Construction on hold pending development of surrounding property
	Middle	4-lane divided roadway extension from Hidden Lakes Blvd. north 0.30 miles	City/Volusia County	Design Complete
S. Williamson Blvd. Extension		Extension of Williamson Blvd. as a 4-lane divided roadway from Airport Rd. to Pioneer Trail	Developer/Volusia County	Out to bid; Scheduled for construction in 2015



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/17/2015

Consent item: Yes

SUBJECT: Crime Report for Fourth Quarter 2014

DEPARTMENT: Police Services

RECOMMENDED MOTION:

SUMMARY: The Police Department will present a report which details criminal activity in the last quarter of 2014.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Crime Report	Crime Report 4th Qtr 2014.pdf
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Grabowski, Debbie
Monahan, Gerald
Harden, David

Created/Initiated - 01/28/2015
Approved - 01/28/2015
Final Approval - 02/04/2015

PORT ORANGE POLICE DEPARTMENT

QUARTERLY UCR YEARLY COMPARISON

UCR	DESCRIPTION	Oct-13	Nov-13	Dec-13	TOTAL	Oct-14	Nov-14	Dec-14	TOTAL	Difference
0110	HOMICIDE	0	0	0	0	0	0	0	0	0
0200	RAPE/FORCIBLE FONDLING	0	1	0	1	0	0	0	0	-1
0300	ROBBERY	0	1	2	3	0	1	0	1	-2
0410	AGGRAVATED ASSAULT	2	0	1	3	4	5	0	9	6
0411	STALKING: AGGRAVATED STALKING	0	3	0	3	0	0	0	0	-3
0510	BURGLARY - FORCIBLE ENTRY	9	8	4	21	2	13	5	20	-1
0520	BURGLARY-NONFORCED ENTRY	13	15	14	42	10	14	17	41	-1
0610	LARCENY: POCKET PICKING	2	0	1	3	0	0	0	0	-3
0620	LARCENY: PURSE SNATCHING	0	0	0	0	0	0	0	0	0
0630	LARCENY: SHOPLIFTING	32	24	27	83	15	19	25	59	-24
0640	BURGLARY TO AUTO	53	60	49	162	15	44	24	83	-79
0650	LARCENY: AUTO PARTS & ACCESSORIES	3	2	3	8	0	1	0	1	-7
0660	LARCENY: FROM BUILDINGS	10	11	4	25	5	7	9	21	-4
0670	LARCENY: FROM COIN-OPERATED MACHINES	0	0	0	0	0	1	1	2	2
0680	LARCENY: BICYCLE	10	1	5	16	7	3	3	13	-3
0690	LARCENY: ALL OTHER LARCENY	25	23	21	69	18	11	21	50	-19
0710	MOTOR VEHICLE THEFT: AUTOMOBILE	9	5	1	15	4	3	0	7	-8
0720	MOTOR VEHICLE THEFT: TRUCK/BUS	3	4	0	7	0	2	1	3	-4
0740	MOTOR VEHICLE THEFT: MOTORCYCLE	1	0	0	1	0	1	1	2	1
0790	MOTOR VEHICLE THEFT: ALL OTHER MOTOR VEHICLES	0	0	0	0	0	1	0	1	1
0810	SIMPLE ASSAULT: SIMPLE PHYSICAL ASSAULT	12	22	19	53	14	16	18	48	-5
0811	STALKING: SIMPLE STALKING	0	0	0	0	0	0	0	0	0
0812	SIMPLE ASSAULT: THREAT/INTIMIDATION	0	0	0	0	0	0	0	0	0
0830	SIMPLE ASSAULT: SIMPLE PHYSICAL ASSAULT SEXUAL MOTIVE	0	0	0	0	0	0	0	0	0
0890	SIMPLE ASSAULT: ALL OTHER SIMPLE ASSAULT	0	0	0	0	0	0	0	0	0
TOTAL		184	180	151	515	94	142	125	361	-154



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/17/2015

Consent item: No

SUBJECT:

Financial Report

DEPARTMENT: Finance

RECOMMENDED MOTION: Accept financial report as presented

SUMMARY: The financial report for the period ended January 31, 2015 is attached.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Financial Report Jan 2015	Monthly Financial Report Jan 2015.pdf
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Riehm, Tracey
Harden, David

Created/Initiated - 02/11/2015
Final Approval - 02/12/2015



**The City of Port Orange
Finance Department**

MEMORANDUM

TO: David Harden, Interim City Manager
FROM: Tracey Riehm, Interim Finance Director *TR*
DATE: February 12, 2015
SUBJECT: **Highlighting of the January Financial Report**

Attached are interim financial reports and highlights of activity for the City's five major funds for the period ending January 31, 2014, which represents 33% of the fiscal year. Also attached are the financial reports from Cypress Head Golf Course and the YMCA. Detailed reports for all funds are available on the City's website at: http://www.port-orange.org/finance/?p=budget_and_financial_reports. Highlights of these funds are as follows:

GENERAL FUND (Fund 001)

Revenues: During the first four months of the current fiscal year, the General Fund received a total of \$14,229,301 in revenues, which is 44% of general fund revenues for the year. \$13,680,548 was operating revenue and \$548,753 were contributions from the enterprise funds. These revenues include \$9,141,501 or 87% of the annual estimated ad valorem tax revenue. The majority of ad valorem taxes are collected in the first quarter of the fiscal year. General fund revenues are 44% of the budget compared with 45% in at this point in prior years, however after allowing for the budgeted use of appropriated equity, the percent collected increases to 46%.

Expenditures: The first four months operating expenditures amounted to \$9,472,763, or 29% of the estimated expenditures for the year, with an additional encumbered amount of \$1,488,227. On a percentage basis, year-to-date expenditures are the 3% less than at the same in the past two years; and actual expenditures are \$81,225 less than at this time last year.

Please also see the attached financial statement for additional detail.

BUILDING SPECIAL REVENUE FUND (Fund 109)

Revenues: During the first four months of the current fiscal year, the Building Special Revenue Fund received \$322,054 in operating and non-operating revenues. This equates to 34% of the annual budget, and is \$115,049 less last year. Revenues in this fund are typically received in a sporadic nature.

Expenditures: Year-to-date expenditures in the Building Special Revenue fund are \$292,937 or 30% of estimated expenditure for year and in line with expectations. Year to date, the Building Special Revenue Fund's net position has increased by \$29,117.

Please also see the attached financial statement for additional detail.

WATER & SEWER FUND (Fund 401)

Revenues: The Water and Sewer Fund collected \$6,779,934 in operating revenues during the first four months, which is 27% of projected revenues for the year and in line with last year's results.

Expenses: The first four month's operating expenses excluding depreciation amounted to \$3,895,704 or 26% of estimated expenses for the year, with an additional \$1,458,863 encumbered. Actual total year-to-date expenses including non-operating expenses are \$3,916,457. At this time, the water and sewer fund has an operating profit of \$2,884,230, but after transfers the fund is posting a loss of \$473,157, which is in line with previous years.

The attached financial statement provides additional detail.

SOLID WASTE FUND (Fund 410)

Revenues: The Solid Waste Fund's first four months of operating and non-operating revenues were \$1,933,680, which is 29% of the annual budget and in line with prior year results.

Expenses: The Solid Waste Fund's first four month's operating expenses excluding depreciation total \$1,563,871 or 23% of estimated expenses for the year, with an additional encumbered amount of \$4,584,784. The Solid Waste fund currently has operating income before transfers of \$369,809 and a change in net position of \$305,184 after allowing for transfers in lieu of taxes.

The attached financial statement provides additional detail.

DRAINAGE UTILITY FUND (Fund 412)

Revenues: The Drainage Utility Fund's operating revenues for four months amount to \$3,237,165, or 85% of the annual budget and \$47,543 more than last year. Increased revenue in the first quarter represents the collection of Drainage fees by the non-advalorem method.

Expenses: Drainage/utility operating expenses are in line with expectations. For the first four months operating expenses totaled \$488,675 which is 30% of the annual budget and \$20,250 more than last year. An additional \$110,323 is encumbered. After allowing for non-operating expenses, transfers in lieu of taxes and debt service payment transfers the Drainage fund reported an increase in net position of \$2,008,596 which is \$93,733 less than at this time last year.

The attached financial statement provides additional detail.

YMCA REPORT

The financial report for the period ending December 31, 2014 for the YMCA is attached. The report for January 31, 2015 was not yet available at the time this report was prepared.

GOLF COURSE REPORT

The financial report for the period ending January 31, 2015 for the Cypress Head Golf Course is attached. Detailed statements are available in the Finance Department.

IN SUMMARY:

As appropriations lapse at the end of each year, City Council re-appropriates funding for open purchase orders and existing funded projects. Total budget projections as they are presented in the attached reports incorporate current year appropriations plus prior year carryover pertaining to open and in process projects. Available liquid equity has been evaluated and is adequate to meet or exceed revenue policies as established by City Council.

Should you have any questions as they relate to this report or its attachments, please feel free to contact me.

Thank you,

Tracey Riehm
Interim Finance Director

City of Port Orange Revenue Comparison - General Fund (001) Period Ending: January 31 (33 % of the Fiscal Year)									
Sub Activity	2013		FYTD13 % of Total	2014		FYTD14 % of Total	2015		FYTD15 % of Budget
	FYTD Actual	Audited Annual Receipts		FYTD Actual	Unaudited Annual Receipts		FYTD Actual	Total Current Budget	
ADVALOREM TAXES	8,932,031	10,314,613	87%	9,093,167	10,360,132	88%	9,141,501	10,482,626	87%
SALES & USE TAXES	0	678,287	0%	0	717,597	0%	0	676,307	0%
UTILITY SERVICE TAXES	1,167,742	4,599,253	25%	1,303,710	5,002,091	26%	1,319,974	4,741,600	28%
COMMUNICATIONS SERVICE TX	352,459	2,075,119	17%	336,402	1,972,034	17%	318,734	1,919,331	17%
LOCAL BUSINESS TAX	39,289	145,390	27%	32,884	122,860	27%	30,304	145,390	21%
FEES & PERMITS	509,773	2,985,926	17%	509,428	3,200,700	16%	557,294	3,001,600	19%
INTER GOVT	998,913	4,545,322	22%	1,076,167	4,784,473	22%	1,126,467	4,705,508	24%
CHARGES FOR SERVICE	797,656	2,370,853	34%	721,664	2,327,527	31%	751,162	2,328,501	32%
FINES & FORFEITS	33,147	144,421	23%	46,649	165,185	28%	57,501	123,700	46%
MISC REVENUE	219,634	626,226	35%	449,662	1,289,277	35%	377,612	1,028,307	37%
INTERFUND TRANSFER	0	150,082	0%	0	65	0%	0	0	0%
CONTRB FROM ENTERPRISE FD	574,228	1,722,684	33%	552,124	1,656,372	33%	548,753	1,646,259	33%
APPROPRIATED EQUITY	0	0	0%	0	0	0%	0	1,903,224	0%
GENERAL FUND REVENUE:	\$13,624,872	\$30,358,176	45%	\$14,121,857	\$31,598,313	45%	\$14,229,301	\$32,702,353	44%

City of Port Orange Expense Comparison - General Fund (001) Period Ending: January 31 (33 % of the Fiscal Year)									
Department Description	2013		FYTD13 % of Total	2014		FYTD14 % of Total	2015		FYTD15 % of Budget
	FYTD Actual	Audited Annual Expenditures		FYTD Actual	Unaudited Annual Expenditures		FYTD Actual	Total Current Budget	
NON DEPARTMENTAL	727,162	2,061,306	35%	570,998	2,264,450	25%	925,535	3,604,262	26%
MAYOR & COUNCIL	68,054	191,560	36%	80,500	198,686	41%	59,354	202,322	29%
CITY MANAGER	115,572	516,348	22%	149,891	488,987	31%	107,967	475,424	23%
LEGAL SERVICES	146,070	469,526	31%	140,727	515,978	27%	134,967	615,571	22%
CITY CLERK	87,488	248,094	35%	76,841	255,706	30%	84,364	282,537	30%
FINANCE	205,693	686,937	30%	233,384	740,966	31%	272,095	960,543	28%
PERSONNEL	127,401	358,191	36%	78,531	276,184	28%	100,289	329,009	30%
COMMUNITY DEVELOPMENT	401,408	1,292,172	31%	424,512	1,298,459	33%	399,986	1,393,840	29%
FIRE SERVICES	2,546,386	7,617,193	33%	2,674,809	8,268,188	32%	2,483,256	8,073,883	31%
POLICE	3,404,147	10,868,012	31%	3,663,638	11,095,306	33%	3,607,936	11,655,466	31%
PUBLIC WORKS	558,509	1,874,039	30%	552,712	1,875,210	29%	526,484	2,118,947	25%
PARKS MAINTENANCE	498,564	1,659,830	30%	619,912	1,830,748	34%	493,507	1,937,071	25%
RECREATION	141,431	629,992	22%	178,584	684,616	26%	175,084	767,201	23%
ATHLETICS	111,157	335,950	33%	106,485	287,959	37%	100,449	269,619	37%
POGTV	3,526	9,501	37%	2,464	6,313	39%	1,490	16,658	9%
GENERAL FUND EXPENSES:	\$9,142,568	\$28,818,651	32%	\$9,553,988	\$30,087,756	32%	\$9,472,763	\$32,702,353	29%
Excess of Revenue over(under) Expenditures	\$4,482,304	\$1,539,525		\$4,567,869	\$1,510,558		\$4,756,538	\$0	

CITY OF PORT ORANGE

STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE

BUDGET AND ACTUAL - BUILDING SPECIAL REVENUE FUND (109)

Period Ending: January 31 (33 % of the Fiscal Year)

	FY2013			FY2014			FY2015		
	FYTD Actual	Audited Annual	%	FYTD Actual	Unaudited Annual	%	FYTD Actual	Budgeted Annual	%
Revenues									
Permits and fees	387,571	1,598,360	24%	434,927	1,176,045	37%	321,291	936,200	34%
Miscellaneous	(815)	3,929	0%		83	0%			0%
Total operating revenues	386,756	1,602,289	24%	434,927	1,176,128	37%	321,291	936,200	34%
Expenditures									
General government:									
Planning and community development	264,990	827,244	32%	269,768	863,069	31%	292,937	976,330	30%
Total operating expenses - w/o depreciation	264,990	827,244	32%	269,768	863,069	31%	292,937	976,330	30%
Operating income (loss)	121,766	775,045	16%	165,159	313,059	53%	28,354	(40,130)	-71%
Non-operating revenues (expenses)									
Interest earnings									
Other income (expense)				2,176	19,586		763	7,000	
Interest and amortization expense									
Total nonoperating revenue (expenses)	-	-	0%	2,176	19,586	0%	763	7,000	0%
Income (loss) before contributions and transfers	121,766	775,045	16%	167,335	332,645	50%	29,117	(33,130)	-88%
Appropriated Fund Balance Transfers									
Transfers in									
Transfers (out) - In Lieu of Tax								33,130	
Transfers (out) - Debt Service									
Change in net position	121,766	775,045		167,335	332,645		29,117	-	

CITY OF PORT ORANGE									
STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE									
BUDGET AND ACTUAL - UTILITIES OPERATING FUND (401)									
Period Ending: January 31 (33 % of the Fiscal Year)									
	FY2013			FY2014			FY2015		
	FYTD Actual	Audited Annual	%	FYTD Actual	Unaudited Annual	%	FYTD Actual	Budgeted Annual	%
Operating revenues									
Charges for services:									
Water sales	3,249,068	10,834,898	30%	2,944,151	10,959,001	27%	2,962,924	11,241,636	26%
Hydrant rentals	27,402	35,095	78%	11,742	35,235	33%	27,112	38,800	70%
Sewer charges	3,960,620	12,197,415	32%	3,456,275	12,893,433	27%	3,547,629	13,023,380	27%
Connections service, and cut-off charges	199,646	692,830	29%	317,078	941,676	34%	235,261	891,308	26%
Other revenues	5,105	47,161	11%	37,676	85,816	44%	7,008	16,253	43%
Total operating revenues	7,441,841	23,807,399	31%	6,766,922	24,915,161	27%	6,779,934	25,211,377	27%
Operating expenses									
Personal services	1,859,607	5,410,793	34%	1,938,693	5,612,948	35%	1,839,974	6,288,493	29%
Contractual services (Professional & Other) ¹	128,465	2,197,427	6%	101,395	846,422	12%	253,846	1,233,857	21%
Utilities	383,768	1,107,419	35%	409,623	1,290,937	32%	337,937	1,216,800	28%
Maintenance and repairs	128,456	1,316,685	10%	104,874	336,518	31%	70,327	808,192	9%
Other supplies and expenses	1,445,405	3,022,657	48%	1,244,677	4,172,977	30%	1,393,620	5,480,220	25%
Total operating expenses - w/o depreciation	3,945,701	13,054,981	30%	3,799,262	12,259,802	31%	3,895,704	15,027,562	26%
Operating income (loss)	3,496,140	10,752,418	33%	2,967,660	12,655,359	23%	2,884,230	10,183,815	28%
Non-operating revenues (expenses)									
Interest earnings	(14,627)	60,624		11,069	113,080		4,618	54,500	
Other income (expense)	(234,449)	165,670		(82,188)	(136,580)		(25,371)	(372,288)	
Interest and amortization expense	(4,923)	(1,463,932)		(3,728)	(167,270)		-	(259,793)	
Total nonoperating revenue (expenses)	(253,999)	(1,237,638)	21%	(74,847)	(190,770)	39%	(20,753)	(577,581)	4%
Income (loss) before contributions and transfers	3,242,141	9,514,780	34%	2,892,813	12,464,589	23%	2,863,477	9,606,234	30%
Appropriated Fund Balance Transfers									
Transfers in	59,332			59,332				403,667	
Transfers (out) - In lieu of tax	(432,204)	(1,296,611)		(425,373)	(1,276,118)		(420,181)	(1,260,543)	
Transfers (out) - debt service	(3,287,344)	-		(3,249,786)	-		(2,916,453)	(8,749,358)	
Change in net position	(418,075)	8,218,169		(723,014)	11,188,471		(473,157)	-	

¹ Contractual Services for FY14 Unaudited and FY15 amounts include both Professional Services and Other Contractual Services. FY13 and Dec FYTD14 amounts include only Other Contractual Services

CITY OF PORT ORANGE									
STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE									
BUDGET AND ACTUAL - SOLID WASTE OPERATING FUND (410)									
Period Ending: January 31 (33 % of the Fiscal Year)									
	FY2013			FY2014			FY2015		
	FYTD Actual	Audited Annual	%	FYTD Actual	Unaudited Annual	%	FYTD Actual	Budgeted Annual	%
Operating revenues									
Charges for services:									
Waste Disposal Fees	1,927,175	6,660,470	29%	1,936,919	6,927,447	28%	1,925,057	6,676,695	29%
Other revenues	9,819	63,193	16%	8,905	41,749	21%	7,460	67,100	11%
Total operating revenues	1,936,994	6,723,663	29%	1,945,824	6,969,196	28%	1,932,517	6,743,795	29%
Operating expenses									
Personal services	72,805	203,426	36%	70,077	205,417	34%	68,046	223,214	30%
Contractual services (Professional & Other) ¹	1,388,996	5,963,238	23%	1,407,131	5,781,209	24%	1,317,186	5,876,413	22%
Utilities	56	982	6%	59	383	15%	190	720	26%
Maintenance and repairs	-	10,331	0%	735	914	80%	-	2,250	0%
Other supplies and expenses	132,753	56,421	235%	142,485	445,628	32%	178,449	567,361	31%
Total operating expenses (w/o depreciation)	1,594,610	6,234,398	26%	1,620,487	6,433,551	25%	1,563,871	6,669,958	23%
Operating income (loss)	342,384	489,265	70%	325,337	535,645	61%	368,646	73,837	499%
Non-operating revenues (expenses)									
Interest earnings	(2,378)	5,848		3,240	25,982		1,163	14,000	
Other income (expense)									
Interest and amortization expense									
Total nonoperating revenue (expenses)	(2,378)	5,848	-41%	3,240	25,982	12%	1,163	14,000	8%
Income (loss) before contributions and transfers	340,006	495,113	69%	328,577	561,627	59%	369,809	87,837	421%
Appropriated Fund Balance Transfers									
Transfers in								106,038	
Transfers (out) - In lieu of taxes	(78,748)	(236,242)		(64,659)	(193,978)		(64,625)	(193,875)	
Transfers (out) - debt service									
Change in net position	261,258	258,871		263,918	367,649		305,184	-	

¹ Contractual Services for FY14 Unaudited and FY15 amounts include both Professional Services and Other Contractual Services. FY13 and Dec FYTD14 amounts include only Other Contractual Services

CITY OF PORT ORANGE

**STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - STORMWATER OPERATING FUND (412)
Period Ending: January 31 (33 % of the Fiscal Year)**

	FY2013			FY2014			FY2015		
	FYTD Actual	Audited Annual	%	FYTD Actual	Unaudited Annual	%	FYTD Actual	Budgeted Annual	%
Operating revenues									
Charges for services:									
Drainage Fees	3,174,168	3,801,857	83%	3,189,622	3,803,758	84%	3,237,165	3,799,800	85%
Other revenues			0%		127	0%			0%
Total operating revenues	3,174,168	3,801,857	83%	3,189,622	3,803,885	84%	3,237,165	3,799,800	85%
Operating expenses									
Personal services	237,256	707,798	34%	241,140	708,075	34%	228,629	847,280	27%
Contractual services (Professional & Other) ¹	14,505	580,320	2%	10,498	96,655	11%	16,835	115,577	15%
Utilities	-	6,195	0%		-	0%	-	-	0%
Maintenance and repairs	32,897	103,569	32%	19,675	93,594	21%	51,459	119,691	43%
Other supplies and expenses	183,698	69,362	265%	197,112	581,301	34%	191,752	567,501	34%
Total operating expenses (w/o depreciation)	468,356	1,467,244	32%	468,425	1,479,625	32%	488,675	1,650,049	30%
Operating income (loss)	2,705,812	2,334,613	116%	2,721,197	2,324,260	117%	2,748,490	2,149,751	128%
Non-operating revenues (expenses)									
Interest earnings	(3,983)	17,005		7,137	27,003		2,714	26,700	
Other income (expense)	60,475	(485,994)		(70,739)	(1,342,949)		(65,352)	(2,019,776)	
Interest and amortization expense					(28,289)			(142,456)	
Total nonoperating revenue (expenses)	56,492	(468,989)	-12%	(63,602)	(1,344,235)	5%	(62,638)	(2,135,532)	3%
Income (loss) before contributions and transfers	2,762,304	1,865,624	148%	2,657,595	980,025	271%	2,685,852	14,219	18889%
Appropriated Fund Balance Transfers									
Transfers in								1,167,548	
Transfers (out) - In Lieu of Tax	(63,276)	(189,828)		(62,092)	(186,277)		(63,947)	850,000	
Transfers (out) - Debt Service	(492,087)	(83,454)		(493,174)	(83,520)		(613,309)	(191,841)	
Change in net position	2,206,941	1,592,342		2,102,329	710,228		2,008,596	-	

¹ Contractual Services for FY14 Unaudited and FY15 amounts include both Professional Services and Other Contractual Services. FY13 and Dec FYTD14 amounts include only Other Contractual Services

Financial Reports
for the period ending
December 31, 2014
Provided by
YMCA

FEBRUARY 8, 2015		TIME: 09:24:35		VOLUSIA FLAGLER FAMILY YMCA STATEMENT OF OPERATING REVENUES AND EXPENSES FOR PERIOD ENDING 12/31/14 FUND=1										GLSCHD.042	
		BY BRANCH07 Port Orange Family YMCA		MONTH		MONTH		MONTH		MONTH		MONTH		MONTH	
		VARIANCE		LAST YEAR		YTD		ACTUAL		YTD		BUDGET		BUDGET	
REVENUE		1,500		4,373		68,351		65,000		3,351		65,000		65,000	
01 CONTRIBUTIONS	2,500	(6,260)	7,000	3,287	24,583	35,035	(10,452)	35,035				35,035		35,035	
03 SPECIAL EVENTS	3,466	55	3,411	3,411	41,263	40,932	330	40,932				40,932		40,932	
08 UNITED WAY	2,582	(672)	3,254	1,218	34,792	36,799	(2,007)	36,799				36,799		36,799	
10 GRANTS	102,846	(640)	119,386	116,423	1,487,572	1,511,255	(23,683)	1,511,255				1,511,255		1,511,255	
11 MEMBERSHIP	32,814	(339)	32,575	32,218	1,598,343	582,552	(13,638)	582,552				582,552		582,552	
13 PROGRAM FEES	2,624	(4,152)	6,776	5,297	13,225	25,312	(11,969)	25,312				25,312		25,312	
14 SALE OF SUPPLIES	5,225	150	0	0	5,225	0	5,225	0				0		0	
15 INVESTMENT INCOME	150	(2,873)	0	0	(2,873)	0	(2,873)	0				0		0	
16 LATE FEES & MISC IN	(2,873)														
19 TO/FROM RESERVE FUN															
TOTAL REVENUE	150,173	(23,228)	173,402	170,226	2,270,596	2,296,885	(26,289)	2,296,885				2,296,885		2,296,885	
=====															
EXPENSES															
21 SALARIES AND WAGES	62,019	(759)	61,260	63,967	885,037	858,137	(26,899)	858,137				858,137		858,137	
22 EMPLOYEE BENEFITS	3,065	(879)	3,944	2,649	49,785	53,180	(3,395)	53,180				53,180		53,180	
23 PAYROLL TAXES & WC	5,204	(379)	5,583	5,815	83,584	85,320	(1,736)	85,320				85,320		85,320	
24 CONTRACT SERVICES	4,069	(2,830)	2,374	3,728	53,980	40,762	(13,218)	40,762				40,762		40,762	
25 SUPPLIES	950	(48)	1,117	3,003	49,080	50,500	(1,420)	50,500				50,500		50,500	
26 TELEPHONE	0	(75)	67	967	12,359	10,800	(1,559)	10,800				10,800		10,800	
27 POSTAGE & SHIPPING	0	67	0	0	9,134	800	(8,334)	800				800		800	
28 FACILITY COSTS	50,618	(10,385)	40,233	44,365	498,578	494,414	(4,164)	494,414				494,414		494,414	
29 EQUIPMENT COSTS	7,832	(1,475)	6,357	5,359	71,679	85,703	(14,024)	85,703				85,703		85,703	
30 PROGRAM EXPENSES	6,536	(1,232)	5,304	6,303	81,967	86,631	(4,664)	86,631				86,631		86,631	
31 MARKETING/PROMOTION	(1,302)	1,302	0	291	600	1,895	(1,295)	1,895				1,895		1,895	
32 TRAVEL AND MILEAGE	265	(213)	52	1,277	3,404	3,297	(107)	3,297				3,297		3,297	
33 CONFERENCE/TRAINING	0	0	0	0	236	0	(236)	0				0		0	
34 FUNDRAISING EXPENSE	5,103	(2,839)	2,264	2,694	30,311	25,696	(4,615)	25,696				25,696		25,696	
35 NAT'L & OTHER DUES	0	0	0	0	0	0	0	0				0		0	
37 FINANCING COSTS	0	0	0	0	0	0	0	0				0		0	
38 INSURANCE	2,218	(1,796)	4,014	6,186	45,137	48,171	(3,034)	48,171				48,171		48,171	
39 MISC EXPENSE	8,588	(8,588)	0	0	0	0	0	0				0		0	
40 DEPRECIATION/AMORT	9,889	(8,873)	2,712	2,712	33,130	32,548	(582)	32,548				32,548		32,548	
48 METRO SERVICES	25,230	(0)	25,230	24,770	334,196	334,197	(1)	334,197				334,197		334,197	
49 ASSOC DEBT SERVICE	0	0	0	3,388	0	0	1	0				0		0	
TOTAL EXPENSES	188,708	(23,639)	165,069	176,796	2,251,470	2,212,227	(39,244)	2,212,227				2,212,227		2,212,227	
NET FROM OPERATIONS	(38,535)	(46,868)	8,333	(6,569)	19,126	84,658	(65,533)	84,658				84,658		84,658	
NET	(38,535)	(46,868)	8,333	(6,569)	19,126	84,658	(65,533)	84,658				84,658		84,658	
=====															

Financial Reports
for period ending
January 31, 2014
provided by
Golf Course

The Golf Club at Cypress Head
Comparative Income Statement
For the Four Months Ending January 31, 2015

	MTD	YTD	Audited	Percent	MTD	YTD	Annual	Percent
	Prior Year	Prior Year	Prior Year	of Total	Actual	Actual	Budget	of Total
REVENUES								
Green Fees & Cart Fees	97,782	337,216	1,051,059	32%	112,269	345,763	782,295	44%
Merchandise	5,575	22,934	72,272	32%	4,476	19,547	48,222	41%
Other Pro Shop	707	1,905	8,445	23%	951	2,042	7,112	29%
Range	3,312	11,955	35,287	34%	1,959	8,544	38,615	22%
Food and Beverage	24,291	92,989	287,748	32%	21,470	109,506	192,398	57%
Membership Initiation Fees	0	0	250	0%	0	0	0	
Other Operating Revenues	3,118	12,065	38,076	32%	3,777	12,329	28,192	44%
TOTAL REVENUE	134,785	479,064	1,493,137	32%	144,902	497,731	1,096,834	45%
COST OF SALES								
Merchandise	4,297	17,790	49,275	36%	2,568	12,959	33,711	38%
Food & Beverage	9,327	33,946	112,519	30%	6,309	42,773	69,374	62%
TOTAL COGS	13,624	51,735	161,794	32%	8,877	55,732	103,085	54%
COGS - Merchandise %	77.1%	77.6%	68.2%		57.4%	66.3%	69.9%	
COGS - Food %	38.4%	36.8%	39.3%		29.4%	39.3%	36.1%	
EXPENSES								
PAYROLL								
Course and Grounds	22,623	93,008	271,543	34%	25,918	96,726	290,141	33%
Carts, Range, Starters, Etc.	5,802	21,390	65,268	33%	6,366	21,584	41,564	52%
Pro Shop	4,334	16,636	53,393	31%	4,852	18,756	29,218	64%
Food and Beverage	11,307	47,103	142,814	33%	13,338	58,023	114,321	51%
General and Administrative	10,650	42,067	120,964	35%	11,403	41,797	125,375	33%
Marketing	4,377	15,967	47,276	34%	4,663	17,956	47,684	38%
TOTAL PAYROLL	59,093	236,171	701,259	34%	66,540	254,843	648,303	39%

The Golf Club at Cypress Head Comparative Income Statement

	MTD	YTD	Audited	Percent	MTD	YTD	Annual	Percent
	Prior Year	Prior Year	Prior Year	of Total	Actual	Actual	Budget	of Total
OPERATING EXPENSES								
Course and Grounds	11,713	71,943	192,508	37%	13,375	72,581	193,815	37%
Carts, Range, Starters, Etc.	7,251	32,429	91,506	35%	11,174	37,662	84,536	45%
Pro Shop	1,113	2,051	9,935	21%	210	2,650	8,797	30%
Food and Beverage	3,625	10,904	36,098	30%	1,913	14,913	19,941	75%
General and Administrative	15,799	75,247	201,262	37%	18,492	77,956	171,762	45%
Marketing	1,160	5,448	21,090	26%	1,363	6,767	35,150	19%
TOTAL OPERATING EXPENSES	40,661	198,022	552,399	36%	46,527	212,529	514,001	41%
TOTAL EXPENSES	113,378	485,928	1,415,452	34%	121,944	523,104	1,265,389	41%
OTHER INCOME (EXPENSE)								
MANAGEMENT FEES	(7,225)	(28,900)	(86,700)	33%	(7,370)	(29,378)	(88,440)	33%
Depreciation & Amortization	(535)	(2,140)	(3,147)	68%	(535)	(2,140)	(6,540)	33%
TOTAL OTHER INCOME (EXPENSE)	(7,760)	(31,040)	(89,847)	35%	(7,904)	(31,518)	(94,980)	33%
NET INCOME	13,647	(37,904)	(12,162)	312%	15,053	(56,891)	(263,535)	-6%
Paid Rounds	3,147	11,800			3,879	13,005	27,380	47%
Annual Pass Rounds	435	1,722			496	1,634	3,233	51%
Other Rounds	296	1,152			255	1,055	2,007	53%
Total Rounds	3,878	14,674			4,630	15,694	32,620	48%
Revenue/Paid Rounds	\$ 42.83	\$ 40.60			\$37.36	\$38.27	\$ 40.06	96%
Revenue/Total Rounds	\$ 34.76	\$ 32.65			\$31.30	\$31.71	\$ 33.62	94%



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/17/2015

Consent item: Yes

SUBJECT:

Piggyback State contract with Grainger, Inc. to purchase Maintenance, Repair and Operations materials and supplies.

DEPARTMENT: Public Utilities

RECOMMENDED MOTION: Approve the purchase of maintenance, repair and operations (MRO) materials and supplies from Grainger, Inc. for FY 15; and authorize a maximum of \$800,000 for FY 16 (city-wide), contingent upon Council approval of the Annual Operating and Capital Improvement Budgets; and authorize the Mayor and City Clerk to execute all required contract documents.

SUMMARY: Grainger, Inc. has been providing some facilities repair & maintenance supplies (including general supplies, utility maintenance/repair supplies, janitorial, safety, electrical, plumbing, etc.) to the City's various departments for many years. The Public Utilities Warehouse no longer inventories these items. These items are currently being purchased from various vendors on the open market by each department as needed. The City staff would like to enter into a piggyback agreement with Grainger, Inc. for the term of two years, effective 2/28/15 and expiring on 2/28/17. This term is consistent with the State of Florida agreement. The contract includes discounts ranging from 13% to 48% off the published price. We expect direct annual savings to the City approaching \$100,000. Grainger will also deliver our orders which will save staff time now being spent traveling to and from vendor locations to purchase supplies.

Funding source and budgetary appropriation for FY 15 is available for the Grainger contract in the amount not to exceed \$800,000 in the various City departments operating accounts. Additionally, we are seeking approval of FY 16 city-wide spending authority not to exceed \$800,000, contingent upon approval of future fiscal year budgets.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Grainger, Inc.	Grainager, Inc - St of Fla Contract.pdf
2.	State of Fla Contract Form	St of Fla Contract Form.pdf
3.	St of Fla contract doc's	450-000-11-9b.pdf

Wiggins, Julia	Created/Initiated - 01/13/2015
Wilson, Rick	Approved - 01/13/2015
Riehm, Tracey	Approved - 01/13/2015
Gomez, Joseph	Approved - 01/14/2015
Harden, David	Final Approval - 01/14/2015

GRAINGER

FOR THE ONES WHO GET IT DONE

State of Florida Maintenance, Repair and Operations (MRO) Single Award Full Catalog Contract # 450-000-11-ACS

**Facilities Maintenance • Safety • Electrical • Lighting & Ballasts • HVAC
Air Filters • Material Handling • Motors • Plumbing • Power Tools • Janitorial**

As the State of Florida provider of facility maintenance supplies, we offer you an extensive selection of products, value added services and technical expertise you can rely on. Your contract entitles you to special benefits and discounts, including:

Contract Benefits

- **Keepstock® Inventory Solutions** help reduce procurement costs. www.grainger.com/keepstock
- **900,000 items in stock for next-day delivery**
- **Special Orders Beyond the Catalog**
- **Over 50,000 Safety and Emergency Preparedness items**
www.grainger.com/emergency
- 24-hour emergency support
1-800-CALL-WWG
- \$1 Billion dollars inventory nationwide
- \$44 Million dollars Florida inventory in 24 Branches and Jacksonville Distribution Center
- Local sales representatives, local branches
- Prepaid freight on all shipments

State of Florida dedicated Grainger site
24/7 online ordering -
www.grainger.com/stateofflora

Contract Discounts (Off Grainger each price)

<u>Category</u>	<u>Discount</u>
• Grainger Catalog	13% Minimum
• Air Filters	43%
• Batteries & Flashlights	21%
• Cleaning	33%
• Electrical & Equipment	18%
• Fasteners	28%
• Hand Tools	28%
• HVAC	18%
• Lamps, Ballasts & Fixtures	48%
• Material Handling	18%
• Motors & Accessories	31%
• Outdoor Garden Supplies/Equip.	15%
• Paint & Accessories	15%
• Plumbing	18%
• Pneumatic Tools	15%
• Power Tools & Accessories	23%
• Safety	23%
• Security	23%
• Welding & Soldering	18%

Contract # 450-000-11-ACS Effective Dates

September 2, 2011 - February 28, 2017



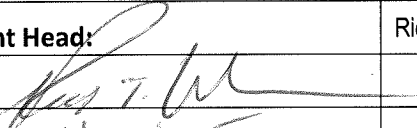
How to Use Your Florida Contract # 450-000-11-ACS

- Phone, email, fax or go online and place your orders.
- Enter Grainger SKUs, manufacturer numbers, descriptions, etc. for quick search on your contract.
- For training on all of the functionality of our site, please contact your local representative or your local Grainger branch.

For more information contact your local branch or your Grainger representative.



CITY OF PORT ORANGE (State of Florida Contract Piggyback)

Eligible User¹:	City of Port Orange, Florida
Department:	City-wide
State Contract Number:	#450-000-11-ACS
State Contract Description:	State of Florida Maintenance, Repair and Operations (MRO)
State Contract Contractor:	Grainger, Inc.
Contractor's Authorized Dealer:	n/a
Commodity or Service:	Facilities maintenance, safety, electrical, lighting, HVAC, air filters, material handling, motors, plumbing, power tools, janitorial
State Contract Term:	09/01/2011 through 02/28/17
Piggyback Term:	02/28/15 through 02/28/17
Does the State Contract term expire before the end of the City's Fiscal Year?	Yes ☒ No ☐
Amount of Expenditure:	\$800,000 City-wide
Contract Administrator:	Public Utilities
Department Head:	Rick Wilson, Interim Public Utilities Director
Signature:	
Date Signed:	1/13/15

[CA ____]

¹ Eligible User(s) include all governmental agencies. Governmental agency means any local government, or any department, commission, agency, or other instrumentality thereof. 287.042(21)(c), Florida Statutes.



FLORIDA DEPARTMENT of

management SERVICES

We serve those who serve Florida

4050 Esplanade Way
Tallahassee, Florida 32399-0950
Tel: 850.488.2786 | Fax: 850. 922.6149

Rick Scott, Governor

Craig J. Nichols, Agency Secretary

July 2, 2014

MEMORANDUM NO.: (450-000-11-ACS)-9

TO: User Agency
FROM: Director, State Purchasing
RE: Amendment to Contract No. 450-000-11-ACS
MRO: Maintenance and Repair Operations

The following changes have been made to the subject contract:

- The new pricing list for the Florida Paint Market Basket items have been approved.

Any questions or problems in delivery or service that may arise regarding this contract should be directed to Ashli Harvey at (850) 922-1214, or ashli.harvey@dms.myflorida.com

AMENDMENT 9
MRO: Facilities Maintenance and Supplies
Contract No.: 450-000-11-ACS

This Amendment, effective immediately upon the signature of both parties, is by and between the State of Florida, Department of Management Services (Department), Division of State Purchasing, an agency of the State of Florida, and W.W. Grainger, Inc., (Contractor) FEIN # F361150280, amends Contract No. 450-000-11-ACS (Contract). Department and Contractor are collectively referred herein as the "Parties".

Whereas, the Parties agree to modify the Florida Paint Market Basket items and pricing per section B.12 of the Contract.

Now therefore, in consideration of the mutual promises contained in the Contract, the parties agree to the following:

1.0 Pricing

The pricing list for the Florida Paint Market Basket items is located at the Alternate Contract Source (ACS) web site:

[http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/state_contracts_agreements_and_price_lists/alternate_contract_source/mro_facilities_maintenance s
upplies wsca](http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/state_contracts_agreements_and_price_lists/alternate_contract_source/mro_facilities_maintenance_supplies_wsca) and accessed through the W.W. Grainger punch-out catalog for the State of Florida: <http://www.grainger.com/stateofflora>. The Florida Paint Market Basket Price List is amended and hereby referred to as "Attachment A" Florida Paint Market Basket Price List effective immediately upon the signature of both parties. Hereafter, Attachment A will be updated or amended each quarter and posted on the Department of Management Services Contract internet page.

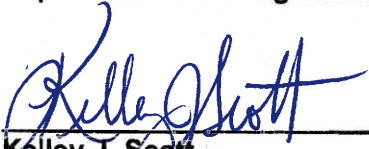
2.0 Warranty of Authority

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

3.0 Other

All other terms and conditions remain unchanged.

State of Florida,
Department of Management Services



Kelley J. Scott
Chief Procurement Officer &
Director of State Purchasing

Date: 7/17/14

W.W. Grainger, Inc.



Name: DAVID D JOYCE

Title: DIRECTOR, PUBLIC SECTOR SE Region

Date: 7/8/14

Enclosure: Attachment A - Florida Paint Market Basket Price List



4050 Esplanade Way
Tallahassee, Florida 32399-0950
Tel: 850.488.2786 | Fax: 850. 922.6149

Rick Scott, Governor

Craig J. Nichols, Agency Secretary

May 8, 2014

MEMORANDUM NO.: (450-000-11-ACS)-8

TO: User Agency
FROM: Director, State Purchasing
RE: Amendment to Contract No. 450-000-11-ACS
MRO: Maintenance and Repair Operations

The following changes have been made to the subject contract:

- The new pricing lists for the Florida Market Basket and WSCA Market Basket items have been approved.

Any questions or problems in delivery or service that may arise regarding this contract should be directed to Ashli Harvey at (850) 922-1214, or ashli.harvey@dms.myflorida.com

AMENDMENT 8
MRO: Facilities Maintenance and Supplies
Contract No.: 450-000-11-ACS

This Amendment, effective immediately upon the signature of both parties, is by and between the State of Florida, Department of Management Services (Department), Division of State Purchasing, an agency of the State of Florida with offices at 4050 Esplanade Way #360, Tallahassee, Florida 32399-0950, and W.W. Grainger, Inc., (Contractor) FEIN # F361150280, amends Contract No. 450-000-11-ACS (Contract). Department and Contractor are collectively referred herein as the "Parties".

Whereas, the parties agree to modify the Florida and WSCA market basket items and pricing in section B. 5 of the Contract.

Now therefore, in consideration of the mutual promises contained in the Contract, the parties agree to the following:

1.0 Pricing

The pricing lists for the Florida Market Basket and WSCA Market Basket items are located at the Alternate Contract Source (ACS) web site:
[http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/state_contracts_agreements_and_price_lists/alternate_contract_source/mro_facilities_maintenance s
upplies_wscs](http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/state_contracts_agreements_and_price_lists/alternate_contract_source/mro_facilities_maintenance_supplies_wscs) and accessed through the W.W. Grainger punch-out catalog for the State of Florida: <http://www.grainger.com/stateofflora>. The Florida Market Basket price list is hereby referred to as "Attachment A" and the WSCA Market Basket price list is hereby referred to as "Attachment B".

2.0 Warranty of Authority

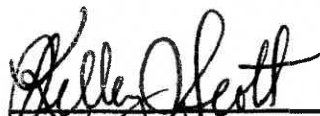
Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party.

3.0 Other

All other terms and conditions remain unchanged.

State of Florida,
Department of Management Services

W.W. Grainger, Inc.


Kelley J. Scott

Chief Procurement Officer &
Director of State Purchasing

Name: K. Scott

Title: Sr. Public Sector Sales Mgr.

Date: 5/22/14

Date: 5/20/14

Enclosure: Attachment A - Florida Market Basket Price List
Attachment B - WSCA Market Basket Price List



FLORIDA DEPARTMENT OF

management SERVICES

We serve those who serve Florida

4050 Esplanade Way
Tallahassee, Florida 32399-0950
Tel: 850.433.2786 | Fax: 850. 922.6149

Rick Scott, Governor

Craig J. Nichol, Agency Secretary

February 4, 2014

MEMORANDUM NO.: (450-000-11-ACS)-7

TO: User Agency
FROM: Director, State Purchasing
RE: Amendment to Contract No. 450-000-11-ACS
MRO: Maintenance and Repair Operations

The following changes have been made to the subject contract:

The MRO: Maintenance and Repair Operations alternate contract source has been renewed for a period of three years with the vendor holding all existing 2011 pricing.

The new contract expiration date is February 28, 2017.

Any questions or problems in delivery or service that may arise regarding this contract should be directed to Ashli Harvey at (850) 922-1214, or ashli.harvey@dms.myflorida.com

AMENDMENT NO.: 7
FINAL RENEWAL
MRO: Maintenance Repair and Operations
Contract No.: 450-000-11-ACS

This Amendment, effective February 28, 2014, is by and between the State of Florida, Department of Management Services (Department), Division of State Purchasing (Division), an agency of the State of Florida with offices at 4050 Esplanade Way, Tallahassee, Florida 32399-0950, and W.W. Grainger, Inc. (Contractor), and amends **450-000-11-ACS**.

WHEREAS, Department of Management Services awarded 450-000-11-ACS to W.W. Grainger, Inc. for the provision of Maintenance Repair and Operations (MRO); and,

WHEREAS, the Department made Western States Contracting Alliance (WSCA) Contract Number 1862 an alternate contract source, 450-000-11-ACS (Contract) on September 2, 2011; and, is scheduled to expire on February 28, 2014.

WHEREAS, in accordance with Section 287.057(13), F.S. the Department and Contractor, upon mutual agreement, extend the contract, in whole or in part, for an additional period of three (3) years to end on February 28, 2017; and,

THEREFORE, in consideration of the mutual promises contained below, and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

- 1.0 **Contract Extension.** The Department hereby executes its renewal option for a period of three (3) years, effective February 28, 2014. This extension shall be terminated at the end of three (3) years or upon the execution of a new contract, whichever occurs first.
- 2.0 **Best Pricing Offer.** The Contractor agrees to submit to the Customer at least annually an affidavit from an authorized representative attesting that the Contractor is in compliance with the Best Pricing provision in section 4(b) of form PUR 1000. (Attachment A)
- 3.0 **Conflict.** To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control.
- 4.0 **Warrant of Authority.** Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.
- 5.0 **Effect.** Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and in effect.

State of Florida,
Department of Management Services

By: Kelley J. Scott

Kelley J. Scott
Director of State Purchasing and
Chief Procurement Officer

Date: 2/3/14

Contractor

By: Kevin Sandt

Name: Kevin Sandt

Title: Sr. Government Sales Manager

Date: 1/28/14

Preferred Pricing Affidavit

REGARDING THE CONTRACT BETWEEN
W. W. Grainger, Inc. THE "CONTRACTOR")
AND
THE FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
CONTRACT NO.: 450-000-11-ACS (THE "CONTRACT")

Pursuant to section 216.0113, Florida Statutes, The undersigned contractor hereby attests that the Contractor complies with the preferred Pricing Clause contained in section 4(b) PUR 1000.

Print Contractors Name: Kevin Sandt

By: K. Sandt
Signature of the Authorized Representative:

Date: 1/28/14

Print Representatives Name/Title:

Kevin Sandt / Sr. Government Sales Manager

STATE OF Florida COUNTY OF Leon

Sworn to (or affirmed) and subscribed before me this 28 day of January 2014
by Kevin Sandt

Quida Y. Pudd
Signature of Notary

(Print, Type, or Stamp the Full Name of Notary Public)



Commission # FF 025504
Expires August 4, 2017
Bonded Yes Yes Public Insurance 100-000-0000

Georgia License

[Check One] ☐ Personally Known OR ☒ Produced the following I.D. 050741862

Vendor Name:	FEIN#
Vendor's Authorized Representative Name and Title:	
Address:	
City, State, and Zipcode:	
Phone Number: () -	E-mail:
CORPORATE SEAL (IF APPLICABLE)	



FLORIDA DEPARTMENT OF

management SERVICES

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4060 Esplanade Way

Tallahassee, Florida 32311-0950

Tel: (850) 458-2794 | Fax: (850) 922-6149

Rick Scott, Governor

Craig J. Nichols, Agency Secretary

October 29, 2013

MEMORANDUM NO.: (450-000-11-ACS)-6

TO: User Agency

FROM: Director, State Purchasing

RE: Amendment to Contract No. 450-000-11-ACS
MRO Facilities Maintenance Supplies

The contract is amended as follows:

- The new pricing lists for the Florida Market Basket and Florida Paint Market Basket items have been approved.

Any questions or problems in delivery or service that may arise regarding this contract should be directed to Ashli Harvey at (850) 922-1214, or ashli.harvey@dms.myflorida.com

AMENDMENT 6
MRO: Facilities Maintenance and Supplies
Contract No.: 450-000-11-ACS

This Amendment, effective immediately upon the signature of both parties, is by and between the State of Florida, Department of Management Services (Department), Division of State Purchasing (Division), an agency of the State of Florida with offices at 4050 Esplanade Way #360, Tallahassee, Florida 32399-0950, and W.W. Grainger, Inc., FEIN # F361150280, amends Contract No. 450-000-11-ACS (Contract).

Whereas, the parties, upon mutual agreement, initially executed the Contract, for a period of (3) years beginning on September 2, 2011 and to end on February 28, 2014; and,

Whereas, the authority to adjust the Florida and WSCA market basket items and pricing is found in paragraph 5 of the WSCA Participating Addendum.

Now therefore, in consideration of the mutual promises contained in the Contract, the parties agree to the following:

1.0 Pricing

The new pricing lists for the Florida Market Basket and Florida Paint Market Basket items are effective upon the execution hereof and are located at the Alternate Contract Source (ACS) web site: http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/state_contract_agreements_and_price_lists/alternate_contract_source/mro_facilities_maintenance_supplies_wscs and accessed through the W.W. Grainger punch-out catalog for the State of Florida: <http://www.grainger.com/stateofflorida>. The new Florida Market Basket price list is hereby referred to as "Attachment A" and the Florida Paint Market Basket price list is hereby referred to as "Attachment B".

2.0 Warranty of Authority

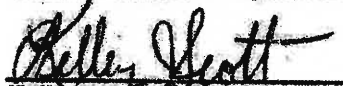
Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party.

3.0 Other

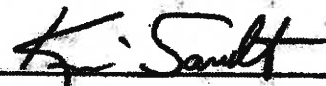
All other terms and conditions remain unchanged.

State of Florida,
Department of Management Services

W.W. Grainger, Inc.



Kelley J. Scott
Chief Procurement Officer &
Director of State Purchasing

By: 

Name: Kevin Sandt
Title: Sr. Government Sales Manager
Date: 10/25/13

Date: 10/29/13



RIK SCOTT
Governor

DEPARTMENT OF MANAGEMENT
SERVICES

CRAIG J. NICHOLS
Secretary

4050 Esplanade Way | Tallahassee, Florida 32399-0950 | Tel: 850.488.2786 | Fax: 850.922.6149

May 31, 2013

MEMORANDUM NO.: (450-000-11-ACS)-5

TO: User Agency
FROM: Director, State Purchasing
RE: Amendment to Contract No. 450-000-11-ACS
MRO Facilities Maintenance Supplies

The contract is amended as follows:

- The new pricing list for the Florida Market Basket items submitted via email on May 28, 2013 have been approved.

Any questions or problems in delivery or service that may arise regarding this contract should be directed to Ashli Harvey at (850) 922-1214, or ashli.harvey@dms.myflorida.com

AMENDMENT 5
MRO: Facilities Maintenance and Supplies
Contract No. 450-000-11-ACS

This Amendment, effective immediately upon the signature of both parties, is by and between the State of Florida, Department of Management Services (Department), Division of State Purchasing (Division), an agency of the State of Florida with offices at 4050 Esplanade Way #300, Tallahassee, Florida 32399-0060, and W.W. Granger, Inc., FEIN # P361150280, amends Contract No. 450-000-11-ACS (Contract).

Whereas, the parties, upon mutual agreement, initially executed the Contract, for a period of (3) years beginning on September 2, 2011 and to end on February 28, 2014; and,

Now therefore, in consideration of the mutual promises contained in the Contract, the parties agree to the following:

1.0 Pricing

The new pricing list for the Florida Market Basket Items are effective upon the execution hereof and are located at the Alternate Contract Source (ACS) web site: http://www.dms.florida.com/business_operations/state_purchasing/vendor_information/state_contract_agreements_and_price_lists/alternate_contract_source/mro_facilities_maintenance_supplies_waca and accessed through the W.W. Granger punch-out catalog for the State of Florida: <http://www.granger.com/stateoflora>. The new price list is hereby referred to as "Attachment A".

2.0 Warranty of Authority

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

State of Florida,
Department of Management Services



Kelly Heath
Acting Chief Procurement Officer and
Director of State Purchasing

Date: 6/12/13

W.W. Granger, Inc.

by 

Name: Kevin Sandt

Title: Sen Government Sales Mgr

Date: 6/7/13



RIK SCOTT
Governor

DEPARTMENT OF MANAGEMENT
SERVICES

CRIST J. NICHOLS
Secretary

4050 Esplanade Way | Tallahassee, Florida 32399-0950 | Tel: 850.488.2786 | Fax: 850.922.6149

February 26, 2013

MEMORANDUM NO.: (450-000-11-ACS)-4

TO: User Agency
FROM: Director, State Purchasing
RE: Amendment to Contract No. 450-000-11-ACS
MRO Facilities Maintenance Supplies

The contract is amended as follows:

- The new pricing list for the WSCA and Florida Market Basket items submitted via email on February 15, 2013 have been approved.

Any questions or problems in delivery or service that may arise regarding this contract should be directed to Ashli Harvey at (850) 922-1214, or ashli.harvey@dms.myflorida.com

AMENDMENT 4
MRO: Facilities Maintenance and Supplies
Contract No.: 450-000-11-ACS

This Amendment, effective immediately upon the signature of both parties, is by and between the State of Florida, Department of Management Services (Department), Division of State Purchasing (Division), an agency of the State of Florida with offices at 4000 Esplanade Way #300, Tallahassee, Florida 32399-0060, and W.W. Grainger, Inc., FEIN # F381150280, amends Contract No. 450-000-11-ACS (Contract).

Whereas, the parties, upon mutual agreement, initially executed the Contract, for a period of (3) years beginning on September 2, 2011 and to end on February 25, 2014; and,

Now therefore, in consideration of the mutual promises contained in the Contract, the parties agree to the following:

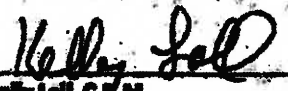
1.0 Pricing

The new pricing lists for the WSCA and Florida Market Basket items are effective upon the execution hereof and are located at the Alternate Contract Source (ACS) web site: http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/state_contract_agreements_and_pricing_lists/alternate_contract_source/mro_facilities_maintenance_supplies_wscs and accessed through the W.W. Grainger punch-out catalog for the State of Florida: <http://www.grainger.com/stateofflorida>.

2.0 Warranty of Authority

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

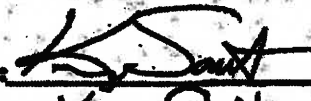
State of Florida,
Department of Management Services



Kelly Left, C.P.M.
Chief Procurement Officer and
Director of State Purchasing

Date: 3/6/13

W.W. Grainger, Inc.



By: Kevin Smith
Name: Kevin Smith
Title: Sr. Government Sales Manager
Date: 3-6-13



RON ROBERT
Governor

**DEPARTMENT OF MANAGEMENT
SERVICES**

CHRIS J. HARRIS
Secretary

4000 Highway 19 | Tallahassee, Florida 32309-0900 | Tel: 904.498.2700 | Fax: 904.922.6149

January 1, 2013

MEMORANDUM NO.: (450-000-11-ACS)-8

TO: User Agency
FROM: Director, State Purchasing
RE: Amendment to Contract No. 450-000-11-ACS
MRO Facilities Maintenance Supplies

The contract is amended as follows:

- The State Term Contract for MRO: Electrical Equipment (450-000-07-1) expired on November 13, 2012 and now all products are available on the MRO: Facilities Maintenance Supplies State Term Contract referenced above.
- The State Term Contract for Can Liners (450-000-07-1) is scheduled to expire on December 31, 2012 and upon expiration all products will be available on the MRO: Facilities Maintenance Supplies State Term Contract referenced above.
- The new pricing list for the WSCA and Florida Market Basket Items submitted via email on November 6, 2012 have been approved.
- Effective immediately the Contract Manager has been changed to Ashli Harvey.

Any questions or problems in delivery or service that may arise regarding this contract should be directed to Ashli Harvey at (850) 922-1214, or ashli.harvey@dms.moflora.com

AMENDMENT 3
MRO Facilities Maintenance and Supplies
Contract No. 450-000-11-ACS

This Amendment, effective immediately upon the signature of both parties, is by and between the State of Florida, Department of Management Services (Department), Division of State Purchasing, Division, an agency of the State of Florida with offices at 4050 Esplanade Way 2300, Tallahassee, Florida 32304-0850, and W.W. Granger, Inc., FEN # F251150210, amends Contract No. 450-000-11-ACS (Contract).

Whereas, the parties, upon initial agreement, hereby executed the Contract, for a period of (3) years beginning on September 2, 2011 and to end on February 28, 2014; and

Whereas, the parties wish to revise the sections addressed;

Now, therefore, by consideration of the mutual promises contained in the Contract, the parties agree to the following:

The Contract is hereby amended and replaced with the following:

1.0 Commodity Category Changes

Pursuant to the Participating Addendum, Section B, paragraph 28, the commodity category list has been amended as follows:

- The State Term Contract for MRO Electrical Equipment (450-000-07-1) expired on November 13, 2012 and now all products are available on the MRO Facilities Maintenance Supplies Contract referenced above.
- The State Term Contract for Car Liners (450-000-07-1) is scheduled to expire on December 31, 2012 and upon expiration all products will be available on the MRO Facilities Maintenance Supplies Contract referenced above.

2.0 Pricing

The new pricing lists for the WSCA and Florida Market Basket items submitted via email have been approved and may be viewed on the Alternate Contract Source (ACS) web site: <http://www.dms.state.fl.us/acs> and on the ACS website. It is acknowledged and agreed that the ACS website is the source for all pricing information and that the ACS website is the source for all pricing information and that the ACS website is the source for all pricing information.

3.0 Contract Manager

Effective immediately the Contract Manager has been changed to April Harvey. Contact information is as follows: 850-422-1214 or april.harvey@dms.state.fl.us.

4.0 Warranty of Authority

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

State of Florida
Department of Management Services

Kelly Bell
Katy Bell, CPFA
Chief Procurement Officer and
Director of State Purchasing

Date: 12/20/12
Print Name: Katy Bell

W.W. Granger, Inc.

By: Kenn Smith
Name: Kenn Smith
Title: Senior Government Sales Manager

Date: 12/14/12
Print Name: Kenn Smith

Rick Scott
Governor

**DEPARTMENT OF MANAGEMENT
SERVICES**

CRAND J. WICKHAM
Secretary

4050 Regatta Way | Tallahassee, Florida 32309-0900 | Tel: 904.498.3700 | Fax: 904.933.6140

August 20, 2012

MEMORANDUM NO.: (450-000-11-ACS)-2

TO: User Agency

FROM: Director, State Purchasing

SUBJECT: Contract No. 450-000-11-ACS

Title: MRO Supplies

The following changes have been made to the subject contract:

- Effective immediately the Contract Manager has been changed to Claudia Cooper.

Any questions or problems in delivery or service that may arise regarding this contract should be directed to Claudia Cooper at (850) 457-8847, email: Claudia.Cooper@dms.mflorida.com

DSP/uc



Rick Scott
Governor

DEPARTMENT OF MANAGEMENT
SERVICES

JOHN R. MILAN
Secretary

4000 Republic Way | Tallahassee, Florida 32309-0001 | Tel: 904.498.3700 | Fax: 904.921.6140

January 4, 2012

MEMORANDUM NO. (450-000-11-ACS)-1

TO: User Agency
FROM: Director, State Purchasing
RE: Amendment to Contract No. 450-000-11-ACS
MRO Supplies

The contract is amended as follows:

- The State Term Contract Commodities List on page 6 of the contract Participating Addendum is revised to remove MRO: Lamps and A/C Filters from the contract listing. This action has the effect of adding the Lamps and A/C Filters category of products to this contract.
- The addition of Lamps and A/C Filters is effective January 9, 2012.

Any questions or problems in delivery or service that may arise regarding this contract should be directed to Greg Hill at (800) 922-1214, or greg.hill@dnm.floridacomm.com

PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE (WSPA)
State of Nevada Contract No. 1862: Facilities MRO

ALTERNATE CONTRACT SOURCE NO. 450-000-11-ACS (WSPA No. 1862 - Facilities
MRO - W.W. Grainger, Inc.)

WHEREAS, The State of Florida (the "State") Department of Management Services (the "Department") is authorized by Section 287.042(16) F.S. to evaluate contracts let by the Federal Government, another state, or a political subdivision and, when determined in writing to be cost effective and in the best interest of the State, to enter into agreements authorizing agencies (as defined by s. 287.012(1) F.S.) to make purchases under such contracts, and;

WHEREAS, to Section 287.056, F.S. agencies and eligible users (as that phrase is defined in Rule 60A-1.005, F.A.C.) may purchase commodities and contractual services from purchasing agreements established by the Department, and;

WHEREAS, the Department has evaluated the Western States Contracting Alliance Contract No. 1862, Facilities MRO, awarded to W. W. Grainger, Inc. ("Contractor"), together with any amendments and exhibits thereto, (hereinafter the "Price Agreement"), and hereby acknowledges in writing that authorizing use of the Price Agreement is cost-effective and in the best interest of the State.

NOW THEREFORE, the Department enters this purchasing agreement for the purpose of authorizing and regulating the use of the Price Agreement by state agencies and other eligible users.

A. Scope

1. Through this purchasing agreement (hereinafter the "Participating Addendum") state agencies and other eligible users (as defined by Rule 60A-1.005, F.A.C.) (hereinafter referred to as "Eligible Users" or "OEUs") may make purchases from the Price Agreement. The terms and conditions contained in this Participating Addendum shall apply to all transactions between the Contractor and the Eligible User, and shall control in the event of any conflict with the Price Agreement.

2. The attached State Term Contract Commodities List contains State Contracts procured pursuant to Section 287.056(1), F.S. and other contracts entered into such as RESPECT, pursuant to Section 413.036, F.S., and PRIDE Enterprises, pursuant to Section 946.515, F.S. Agencies shall, and eligible users may, purchase commodities from the attached State Term Contract Commodities List.

B. Changes

1. This Participating Addendum shall become effective on the last date signed below and shall have a term that is coterminous with the Price Agreement, unless terminated earlier pursuant to the Price Agreement, this Participating Addendum, or Florida law. In addition to the rights contained in the Price Agreement, the Department reserves the

right to terminate this Participating Addendum, effective upon notice, for Contractor failure to comply with the provisions of this Participating Addendum, including but not limited to the transaction fee provisions of Paragraph B.3., and the provisions of Section 287.058(l)(a) through (f), F.S. as required by Paragraph B.5.

2. In order to procure products or services hereunder, Eligible Users shall issue purchase orders referencing "Alternate Contract Source No. 450-000-11-ACS (WSCA No. 1862 - W.W. Grainger)". Eligible Users are responsible for reviewing the terms and conditions of this Participating Addendum and the Price Agreement. Eligible Users must follow their applicable statutes, laws, rules, ordinances, codes, policies, and procedures in the purchase of goods or services under this Participating Addendum. Unless otherwise provided by Florida law, statute, rule, or this Participating Addendum, the Department will not implement any additional restrictions on any Eligible User to purchase off of this Participating Addendum. Neither the Department nor the Western States Contracting Alliance is a party to any purchase order authorized by or issued under this Participating Addendum.

3. In order to complete any transaction between the Eligible User and the Contractor, the Contractor must be registered in MyFloridaMarketPlace. Rule 60A-1.031, F.A.C., is hereby incorporated by reference.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(23), F.S., all payments shall be assessed a Transaction Fee of one percent (1.0%), which the vendor shall pay to the State. For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the vendor. If automatic deduction is not possible, the vendor shall pay the Transaction Fee pursuant to subsection 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

The vendor shall receive a credit for any Transaction Fee paid by the vendor for the purchase of any item(s) if such item(s) are returned to the vendor through no fault, act, or omission of the vendor. Notwithstanding the foregoing, a Transaction Fee is nonrefundable when an item is rejected or returned, or declined, due to the vendor's failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the vendor in default. VENDORS DELINQUENT IN PAYING TRANSACTION FEES SHALL BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.

4. The following data must be reported electronically to the Department on a calendar quarterly basis using a Contract Sales Summary form supplied to the contractor by the Primary Contact shown in Paragraph C below. The electronic report shall include:

- Contractor's Name
- Reporting Period
- Total dollar value of purchases per quarter separated by State Agency and Eligible User totals
- Excel report itemizing each purchase for the period that includes columns for the following information: manufacturer's name, agency name, product number, item description, product group number (if applicable), unit of measure, quantity, manufacturer list price, percentage discount taken and final purchase price.

Failure to provide quarterly reports, including no sales, within thirty (30) calendar days following the end of each quarter, or annual EXCEL™ line item reports within thirty (30) calendar days, may result in the default proceeding and/or termination of this contract.

Initiation and submission of the Contract Sales Summaries are to be the responsibility of the Contractor, and supplied without prompting or notification by the Primary Contact. The Contractor will submit the completed Contract Sales Summary forms by email to the Primary Contact as stipulated. The Primary Contact shall distribute at the time of contract formation, in electronic format, the Contract Sales Summary form to be used by the Contractor.

The Contractor shall report to the Department the amount of spend with certified and other minority business enterprises. Reports must include the period covered, the name, minority code and Federal Employer Identification Number of each minority vendor utilized during the period, commodities and services provided by the minority business enterprise, and the amount paid to each minority vendor on behalf of each purchasing agency ordering under the terms of this contract.

Transaction Fee Report: The Contractor is required to submit monthly Transaction Fee Reports in electronic format. For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and Vendor training presentations available online at the Transaction Fee Reporting and Vendor Training subsections under Vendors on the MyFloridaMarketPlace website (located at <http://dms.mylorida.com/mfhip>). Assistance is also available with the Transaction Fee Reporting System from the MyFloridaMarketPlace Customer Service Desk at feeprocessing@myfloridamarketplace.com or 866-FLA-EPRO (866-352-3776) between the hours of 8:00 AM to 5:30 PM Eastern Time.

5. WSCA Category Discounts and Florida Market Basket (FL MB): In consideration of the State issuing Contractor a single, full catalog, WSCA contract award and allowing the contracts on the State Term Commodities List to expire by their terms, with the exception of the PRIDE and RESPECT contracts, and in lieu of rebates and incentives offered as part of Contractor's WSCA contract, Contractor has agreed to apply an additional 3 percent discount to both the WSCA Categories (18) and all additional categories offered by Contractor. To the extent that the State issues any other companies a WSCA Contract 1862 award over the term of the WSCA contract, the State will waive the right to the additional 3% discount set forth in this section and the pricing will revert to the pricing as set forth in Contractor's WSCA Contract 1862. The Contractor shall provide a dedicated website link that provides access to FL MB items. The FL MB will consist of commodities with high volume purchases and high dollar volume spend based on the 80/20 rule (80% of the contract spend comes from 20% of the products) and to include OEU spend. On a quarterly basis, sales reports shall be reviewed to determine high volume purchased items. Items determined by the Department to be high volume purchases shall be added to the FL MB and competitively priced at an amount agreed upon by amendment and signed by both parties. Low volume purchased items may be removed from the FL MB based on approval of the Contract Administrator. To the extent that the State or the Department determines to rebid the commodity contracts listed on the State Term Contract Commodity List after they expire by their terms, the State will waive their right to the customized high usage State of Florida market basket for the items in that specific commodity contract being rebid.

6. Contractor and the Department shall work to develop a joint marketing strategy that shall communicate the benefits of the Price Agreement and this Participating Addendum to all State Agencies and OEUs. Contractor and Department shall conduct Quarterly Business Reviews to discuss contract performance, future goals, mutual objectives, non-compliant agency spend, among other issues or matters.

7. The provisions of Section 287.058(1)(a), (c), and (f), F.S. are hereby incorporated by reference. If the transaction involves contractual services, the provisions of Section 287.058(1)(b), (d), and (e), F.S. are also incorporated by reference.

8. The State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature. The Contractor shall comply with Sections 11.062, F.S. and 216.347, F.S., prohibiting use of funds to lobby the Legislature, Judiciary, or state agencies.

9. The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. By way of non-exhaustive example, the Contractor shall comply with Section 247 of the Immigration and Nationality Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, disability, marital status, or veteran's status.

10. Payment shall be made in accordance with Section 215.422, F.S. Interest penalties for late payment are available subject to the provisions in Section 215.422, F.S. A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency may be contacted at 850-488-2924 or by calling the State Comptroller's Hotline, 1-800-848-3792.
11. The exclusive venue of any legal or equitable action that arises out of or relates to this Participating Addendum shall be the appropriate State court in Leon County, Florida; in any such action Florida law shall apply and the Contractor waives any right to a jury trial that it may have.
12. The Department, at its sole discretion, may unilaterally amend the Primary Contact name and their contact information in Paragraph C and the Subcontractors information in Paragraph D of this Participating Addendum during the term of this Participating Addendum. Any amendment shall be contained in a separate document affixed to this Participating Addendum.
13. If an additional ordinance, rule, or other local governmental authority' requires additional contract language before an Eligible User can make a purchase from this Participating Addendum, in lieu of this Participating Addendum the Eligible User is responsible for signing a separate Participating Addendum with the Contractor.
14. Intellectual Property: The parties do not anticipate that any intellectual property will be developed as a result of this Participating Addendum. However, any intellectual property developed, at the request of the Department, as a result of this Participating Addendum will belong to and be the sole property of the state. This provision will survive the termination or expiration of the contract.
15. Preferred Price: In accordance with Chapter 2010-151, Laws of Florida, Section 48(2), the Contractor is required to submit, at least once during each year of the Contract, an Affidavit from an authorized representative of the Contractor attesting that the Contractor is in compliance with the following preferred pricing provision: Best Pricing Offer. During the Contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.
16. Termination for Convenience: The Department, by written notice to the Contractor, may terminate the Contract in whole or in part when the Department determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

17. Employment Eligibility Verification: Pursuant to the State of Florida, Office of the Governor, Executive Order Number 11-02 entered on January 4, 2011, Contractor will utilize the U.S. Department of Homeland Security's E-Verify system by December 31, 2011 to verify the employment eligibility of: (a) all persons employed during the term of the Agreement by the Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the Agreement. Contractor must use E-Verify to initiate verification of employment eligibility for all persons employed during the term of the Agreement by the Contractor to perform employment duties within Florida within 3 business days after the date of hire. Contractor must initiate verification of each person (including subcontractors) assigned by the Contractor to perform work pursuant to the Agreement within 90 calendar days after the date of execution of this contract or within 30 days after assignment to perform work pursuant to the Agreement, whichever is later.

18. Electronic Invoicing: At the State's option, Contractors may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Contractor supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to the Customer through the Ariba Supplier Network (ASN) in one of the following mechanisms - EDI 810, cXML, or web-based invoice entry within the ASN.

19. In executing this agreement, Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes. Pursuant to section 287.135(5), F.S., Contractor agrees the Department may immediately terminate this contract for cause if the Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the contract.

C. Primary Contact

The primary contact for the Department is:

Greg Hill
Purchasing Analyst
4050 Esplanade Way
Tallahassee, FL 32399-0950
Phone: 850-922-1214, Fax: 850-414-6122
E-mail: Greg.Hill@dms.mvflorida.com

D. Subcontractors

The following subcontractor(s) are authorized to perform services: NONE.

This Participating Addendum and the Price Agreement set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the Price Agreement shall not be added to or incorporated into this Participating Addendum or the Price Agreement, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the Price Agreement shall prevail and govern in the case of any such inconsistent or additional terms. In addition, the terms of this Participating Addendum shall prevail and govern in the case of any terms and conditions that are inconsistent with, or contrary to the terms of the Price Agreement.

IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by the parties below.

State of Florida
Department of Management Services
Timothy Gibney
Chief Procurement Officer &
Director of State Purchasing

Approved as to form and Legality
by the Department General Counsel's Office

Barbara M Croser 9/2/11
By Date

[Signature] 9/2/11
Date

Contractor: WW. Grainger, Inc.

Rick Lopez
Signature

Rick Lopez
Print Name

Sr. Government Manager
Title

September 2nd 2011
Date

STATE TERM CONTRACT COMMODITIES LIST

All commodities available in Alternate Contract Source No. 450-000-11-ACS (WSCA No. 1862 - Facilities MRO - W.W. Grainger) may be purchased through this agreement. Political Subdivisions may utilize the full contract benefits under WSCA contract 1862. State agencies pursuant to Section 287.056, F.S. and other contracts entered into such as RESPECT pursuant to Section 413.036, F.S. and PRIDE Enterprises pursuant to Section 946.515, F.S shall utilize state procurement guidelines. Agencies shall purchase commodities from the following State Term Contract Commodities List.

STATE TERM CONTRACT	CONTRACT class/group #
Floor Maintenance Machines, Commercial	365-001
Furniture: Educational/Institutional	420-420
Furniture: Library	420-590
Furniture: Office and Files	425-001
Tools: Hand Held & Hand Held Power Tools	445-001
MRO: Lamps and A/C Filters	450-000
MRO: Electrical Equipment	450-000
Liners: Can, Plastic, Disposable	485-060
Office and Educational Consumables	618-000
Paper: Tissues and Towels	640-002
Construction, Industrial, Agricultural, & Lawn Equipment	760-000
PRIDE	See Contract
RESPECT	See Contract



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/17/2015

Consent item: Yes

SUBJECT: Sole Source agreement for services with Biological Consulting Services, Inc.

DEPARTMENT: Public Utilities

RECOMMENDED MOTION: Waive bidding requirements, and award a services agreement to Biological Consulting Services, Inc., in an amount not to exceed \$33,250.00; and authorize the Mayor and City Clerk to sign all required contract documents after they are reviewed and approved by the City Attorney.

SUMMARY: For the past 24 years, Biological Consultants, Inc. has been providing the City with professional hydrological services required for compliance with St. Johns River Water Management District Permits related to water production and wellfield activities. They are currently under contract to the City for these services until March. The current contract was piggybacked on a Volusia County bid/contract which is expiring at the end of February. Prices in the new contracts will remain the same as in the current contract, and the expenditure for these services is estimated to be \$33,250 annually.

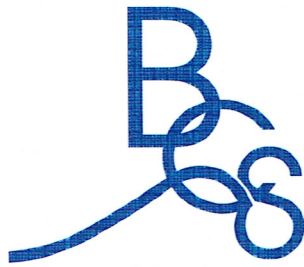
Pursuant to City ordinance 2-267 the requirements for formal bidding may be waived for several reasons. These may include where it is determined that the item is a sole source, where standardization is determined to be in the best interest of the city, where solicitation of bids is otherwise deemed to be inappropriate, or for certain professional services which shall be conducted in accordance with accepted industry practices or as required by state law. A notice of intent to award on a sole sole basis was posted on Quote Wire, to allow the general public to provide input as to possible participation in the procurement of services, or to object if facts were not accurate. No objections were filed.

Project No.: EFM001 Funding Account No.: 41603005363113

ATTACHMENTS:

1.	PO CUP and Reclaimed Lakes Svc Agreement	PO CUP and Reclaimed Lakes.pdf
2.	PO Mitigation Bank Service Agreement	PO Mitigation Bank.pdf
3.	Biological Consulting Svc Sole Source	Biological Consulting 12.19.14-09.30.15 approved Sole Source Form.pdf

Wiggins, Julia	Created/Initiated - 12/22/2014
Wilson, Rick	Approved - 12/22/2014
Riehm, Tracey	Approved - 12/29/2014
Gomez, Joseph	Approved - 12/30/2014
Roberts, Margaret	Approved - 02/11/2015
Harden, David	Final Approval - 02/12/2015



BIOLOGICAL CONSULTING SERVICES, INC.

SERVICES AGREEMENT

between

**Biological Consulting Services, Inc.
208 Rush Street
New Smyrna Beach, Florida 32168**

and

**City of Port Orange
1000 City Center Circle
Port Orange, FL 32119**

Project: City of Port Orange Wellfield and Port Orange Reclaimed Lakes

This AGREEMENT, entered into on _____, 20____ by and between **BIOLOGICAL CONSULTING SERVICES, INC.**, hereinafter called BCS and **City of Port Orange** hereinafter called the CLIENT, is for the performance of services described below in the SCOPE OF WORK upon the property.

A. SCOPE OF WORK

BCS will complete the following **TASKS**:

Port Orange Wellfield CUP 8595: Water Level Monitoring and Reporting to satisfy Consumptive Use Permit #8595 Conditions 17 & 20, Compliance Report Permit Dated January 8, 2008

1.0 Water Level Monitoring (March 2015 – February 2016)

- 1.1 Conduct quarterly reviews (April, July, and September 2015 and January 2016) to download data from the water level data loggers at each of the twelve (12) stations.
- 1.2 Conduct semi-annual maintenance events (July 2015 and January 2016) to change batteries, clean probes, etc.
- 1.3 Prepare semi-annual water level data reports for submittal to the St. Johns River Water Management District (SJRWMD). Submittals will be made in July 2015 (January-June 2015 data) and January 2016 (July-December 2015 data).

2.0 Annual Reporting

- 2.1 Per Condition 20 of CUP 8595 Compliance Report Permit dated January 8, 2008, prepare an annual report for submittal to the SJRWMD summarizing the monitoring efforts and comparing all of the wetland monitoring data recorded for the calendar year (2015) and previous years. The report will include panoramic photographs and graphs summarizing the rainfall and monitoring data for January - December 2015. The graphs will include the elevation of the upland/wetland interface as established in March 2009. The report will include a brief analysis of any data trends. The pumping volume data will be obtained from the EN-50 reports that the City submits to the SJRWMD. If weekly pumping volume is determined to be necessary, the City will provide the data to BCS in Excel format for preparation of the graphs as required by the SJRWMD. BCS will review the monitoring stations with the SJRWMD representative after their review of the 2015 Annual Monitoring Report (if necessary).

3.0 Photographic Documentation - September 2015

- 3.1 Per Conditions 17 and 20 of CUP 8595 Compliance Report Permit dated January 8, 2008, take panoramic photographs at the established photo stations at each of the twelve (12) wetland monitoring stations in September 2015.

Port Orange Reclaimed Lakes

To satisfy SJRWMD Permit #4-127-86929-1 and 40-127-86929-4

5.0 Water Level Monitoring (March 2015 – February 2016) per SJRWMD Permit.

- 5.1 Conduct quarterly reviews (April, July, September 2015 and January 2016) to download data from the water level data loggers at each of the eleven (11) stations.
- 5.2 Conduct semi-annual maintenance events (July 2014 and January 2016) to change batteries, clean probes, etc.
- 5.3 Prepare semi-annual water level data for submittal to the St. Johns River Water Management District (SJRWMD). Submittals will be made in July 2015 (January - June 2015 data) and January 2016 (July - December 2015 data).

To satisfy USACOE Permit No. SAJ-2002-3473-MLH, Special Condition 3.e. as modified by SAJ-2002-3473-TMF

6.0 Water Level Monitoring (May 1, 2015 - October 31, 2015)

Conduct reviews (July 2015, November 2015) to download data from the water level data loggers at each of the three (3) stations (MT-6, MT-8 and MT-9) to satisfy Special Condition 3.e.(1). *Fees in B.1 are only for the additional review in November 2015 to download data. Quarterly reviews to download data are being performed as required by the SJRWMD permit (see Task 1.1).*

7.0 Seasonal High Water Elevation Data

Set seasonal high water (SHW) markings in the field at the end of October 2015 for location by surveyor for determining SHW elevation. Coordinate with project surveyor for elevations of set seasonal high water marks. **The fees stated in Section B.1. do not include surveyor costs.**

8.0 Annual Monitoring Report

Prepare an annual monitoring report to include the water level data (May 1 - October 31, 2015), seasonal high water elevation data, pre-enhancement hydrologic (including SHW and groundwater elevations) **Report will not include vegetative conditions of the enhancement area.** Report will be sent by certified mail to the U.S. Army Corps of Engineers, Regulatory Division, Enforcement Branch, 701 San Marco Boulevard, Jacksonville, FL 32207.

Data Logger Refurbishments

9.0 Replacement of Data Loggers at Seven (7) Monitoring Stations (Stations to be determined and will be based on age and condition of logger)

BCS will remove data loggers from a total of seven (7) monitoring stations (two stations per quarter) at the regularly scheduled quarterly monitoring events. Temporary data loggers will be installed to record water level data during refurbishment of data logger units. BCS will coordinate with manufacturer for refurbishing the removed data loggers and ship to manufacturer. Fees in Section B include the cost of refurbishing the data loggers. BCS will install refurbished data logger units at the regularly scheduled quarterly monitoring event and check installed refurbished data loggers one month after installation to verify data loggers are operating correctly.

BCS is not responsible for replacement cost of data loggers after installation due to theft, damage or malfunction. Data loggers will need to be replaced or repaired if this occurs so that water level monitoring data can be collected, and will be the responsibility of the CLIENT.

B. AGREEMENT TERMS

1. **FEES:** BCS's cost for the previous Scope of Work will be a fee of twenty-four thousand six hundred dollars **(\$24,600.00)**.

Port Orange Wellfield CUP: \$8,600.00

Task 1.1:	\$3,000.00 (\$750.00 per event)	Task 2.1:	\$3,200.00
Task 1.2:	\$1,200.00 (\$600.00 per event)	Task 3.1:	\$500.00
Task 1.3:	\$700.00 (\$350.00 per report)		

Port Orange Reclaimed Lakes: \$9,000.00

Task 5.1:	\$3,600.00 (\$900.00/event)	Task 6:	\$500.00
Task 5.2:	\$1,200.00 (\$600.00/semi-annual event)	Task 7:	\$1,000.00
Task 5.3:	\$700.00 (\$350.00/semi-annual submittal)	Task 8:	\$2,000.00

Data Logger Refurbishment: \$7,000.00

Task 9.1:	\$7,000.00 (\$1,000.00/station)
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2. BCS cannot guarantee the acquisition of all permits/approvals. However, we will strive toward this end. CLIENT is responsible for payment of all consulting fees due BCS regardless of agency / governmental actions.
3. **BILLING:** BCS shall invoice the CLIENT at the completion of each task or monitoring event outlined above.
4. **PAYMENT:** The CLIENT will pay BCS upon receipt of the invoice. Any balance remaining unpaid 45 days after billing date will be subject to an interest charge at the maximum rate allowable by law.
5. **EXPENSES:** Expenses are included in the fee stated in Paragraph B.1 *unless otherwise stated*.
6. **DEADLINES:** ANY DEADLINES REQUIRE A THIRTY (30) DAY WRITTEN NOTICE TO ALLOW FOR PROPER PREPARATION AND SUBMITTAL OF DOCUMENTS TO ANY PARTY.
7. **INDEMNITY FOR CLIENT'S ACTS:** The CLIENT shall indemnify and save harmless BCS, and its agents, representatives and employees, from and against any and all suits, actions, legal proceedings, claims, demands, damages, liabilities, costs and expenses, including attorney's fees, arising out of or in connection with or claimed to arise out of any error, omission or negligent act of the CLIENT or anyone acting in its behalf.
8. **TERMINATION:** This AGREEMENT may be terminated by either party upon seven (7) days written notice, but only in the event of substantial failure to perform in accordance with the terms herein, and through no fault of the terminating party. If this AGREEMENT is so terminated, the CLIENT shall pay BCS compensation for work completed up to the date of termination, upon receipt of invoice.
9. **ORAL PROMISES:** This document embodies the entire AGREEMENT and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter of this AGREEMENT. Any modification to this AGREEMENT must be in writing and signed by both parties.
10. **DISPUTE RESOLUTION:** If a dispute arises out of or relates to this AGREEMENT, or the breach thereof, and if said dispute cannot be settled through direct discussion between the parties, then the parties agree to first endeavor to settle the dispute in an amicable manner by mediation before recourse to arbitration or a judicial forum. Florida law shall apply to this AGREEMENT. Venue shall be in Volusia County.

11. **COMPLETION:** BCS will endeavor to commence work in a timely fashion and complete all work as quickly as possible. CLIENT understands that adverse weather or change in scope of work may extend the completion date.
12. **VALIDITY OF PROPOSAL:** Until signed by CLIENT, this AGREEMENT is a proposal, valid for thirty (30) days from the date of the authorizing signature of BCS. If after this date CLIENT is still interested in obtaining biological consulting services please contact BCS to provide an updated AGREEMENT.
13. **RETAINER:** No retainer is required.
14. **WAIVER OF RIGHTS:** The failure of either party to timely enforce any right under this AGREEMENT shall not operate to waive any other right under the AGREEMENT, nor shall it waive enforcement of subsequent breaches of the AGREEMENT.
15. **ATTORNEY'S FEES:** The prevailing party in any legal proceeding or arbitration shall be entitled to a reasonable attorney's fee to be paid by the other party.
16. **ASSIGNMENT:** This AGREEMENT may not be assigned without prior written agreement of the parties.
17. **EFFECT OF AGREEMENT:** This AGREEMENT shall bind, and the benefits thereof inure to, the parties hereto, their legal representatives, executors, administrators, successors and assigns.

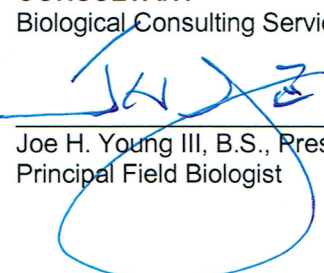
IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this AGREEMENT upon the terms and conditions above stated on the day and year first written above.

PERSONAL GUARANTY:

If CLIENT is a corporation, the undersigned hereby personally guarantees the performance of this AGREEMENT by the corporation.

CONSULTANT

Biological Consulting Services, Inc.



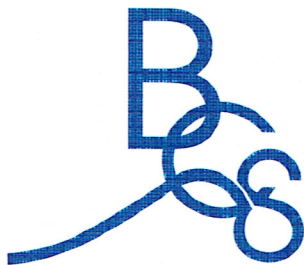
Joe H. Young III, B.S., President
Principal Field Biologist

CLIENT

City of Port Orange

Authorizing Signature

Typed or Printed Name



BIOLOGICAL CONSULTING SERVICES, INC.

SERVICES AGREEMENT

between

Biological Consulting Services, Inc.
208 Rush Street
New Smyrna Beach, Florida 32168

and

City of Port Orange
1000 City Center Circle
Port Orange, FL 32119

Project: Port Orange Mitigation Bank located in Sections 24, 25 and 26, Township 16 South, Range 31 East and Sections 19, 20, 29, 30, 31, and 32, Township 16 South, Range 32 East in Volusia County, Florida.

Re: Hydrologic Monitoring to satisfy the modified requirements of SJRWMD Permit 4-127-64024-2.

This AGREEMENT, entered into on _____, 20__ by and between **BIOLOGICAL CONSULTING SERVICES, INC.**, hereinafter called BCS and **City of Port Orange** hereinafter called the CLIENT, is for the performance of services described below in the SCOPE OF WORK upon the property.

A. SCOPE OF WORK

BCS will complete the following **TASKS**:

1.0 Water Level Monitoring (March 2015 – February 2016)

- 1.1 Conduct quarterly reviews (April, July, September 2015 and January 2016) to download data from the water level data loggers at each of the fifteen (15) new stations.
- 1.2 Conduct semi-annual maintenance events (July and January) to inspect water level data loggers, change batteries, clean probes, etc.
- 1.3 Submit semi-annual water level data for the 9 existing piezometers and the 15 new piezometers in electronic (Excel format) to Long Leaf Forest Service, Inc. Submittals will be made in July 2015 (January - June 2015 data) and January 2016 (July – December 2015 data).

2.0 Annual Photographic Documentation

- 2.1 Take panoramic photographs at the established photo stations at each of the 15 new upland and wetland monitoring stations in September 2015. Photographs and photo station maps will be submitted to Long Leaf Forest Service, Inc.

B. AGREEMENT TERMS

1. **FEES:** BCS's cost for the previous Scope of Work will be a fee of eight thousand six hundred fifty dollars (**\$8,650.00**), broken down per task as follows:

Task 1 Total: \$7,850.00

Task 1.1: \$4,425.00 (\$1,106.25/event)

Task 1.2: \$1,500.00 (\$750.00/event)

Task 1.3: \$1,925.00 (\$962.50/event)

Task 2 Total: \$800.00

Task 2.1: \$800.00

2. BCS cannot guarantee the acquisition of all permits/approvals. However, we will strive toward this end. CLIENT is responsible for payment of all consulting fees due BCS regardless of agency / governmental actions.
3. **BILLING:** BCS shall invoice the CLIENT at the completion of each task or monitoring event outlined above.
4. **PAYMENT:** The CLIENT will pay BCS upon receipt of the invoice. Any balance remaining unpaid 45 days after billing date will be subject to an interest charge at the maximum rate allowable by law.
5. **EXPENSES:** Expenses are included in the fee stated in Paragraph B.
6. **DEADLINES:** ANY DEADLINES REQUIRE A THIRTY (30) DAY WRITTEN NOTICE TO ALLOW FOR PROPER PREPARATION AND SUBMITTAL OF DOCUMENTS TO ANY PARTY OTHER THAN CLIENT.
7. **INDEMNITY FOR CLIENT'S ACTS:** The CLIENT shall indemnify and save harmless BCS, and its agents, representatives and employees, from and against any and all suits, actions, legal proceedings, claims, demands, damages, liabilities, costs and expenses, including attorney's fees, arising out of or in connection with or claimed to arise out of any error, omission or negligent act of the CLIENT or anyone acting in its behalf.
8. **TERMINATION:** This AGREEMENT may be terminated by either party upon seven (7) days written notice, but only in the event of substantial failure to perform in accordance with the terms herein, and through no fault of the terminating party. If this AGREEMENT is so terminated, the CLIENT shall pay BCS compensation for work completed up to the date of termination, upon receipt of invoice.
9. **ORAL PROMISES:** This document embodies the entire AGREEMENT and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter of this AGREEMENT. Any modification to this AGREEMENT must be in writing and signed by both parties.
10. **DISPUTE RESOLUTION:** If a dispute arises out of or relates to this AGREEMENT, or the breach thereof, and if said dispute cannot be settled through direct discussion between the parties, then the parties agree to first endeavor to settle the dispute in an amicable manner by mediation before recourse to arbitration or a judicial forum. Florida law shall apply to this AGREEMENT. Venue shall be in Volusia County.
11. **COMPLETION:** BCS will endeavor to commence work in a timely fashion and complete all work as quickly as possible. CLIENT understands that adverse weather or change in scope of work may extend the completion date.
12. **VALIDITY OF PROPOSAL:** Until signed by CLIENT, this AGREEMENT is a proposal, valid for thirty (30) days from the date of the authorizing signature of BCS. If after this date CLIENT is still interested in obtaining biological consulting services please contact BCS to provide an updated AGREEMENT.
13. **RETAINER:** No retainer is required.
14. **WAIVER OF RIGHTS:** The failure of either party to timely enforce any right under this AGREEMENT shall not operate to waive any other right under the AGREEMENT, nor shall it waive enforcement of subsequent breaches of the AGREEMENT.
15. **ATTORNEY'S FEES:** The prevailing party in any legal proceeding or arbitration shall be entitled to a reasonable attorney's fee to be paid by the other party.

16. **ASSIGNMENT:** This AGREEMENT may not be assigned without prior written agreement of the parties.
17. **EFFECT OF AGREEMENT:** This AGREEMENT shall bind, and the benefits thereof inure to, the parties hereto, their legal representatives, executors, administrators, successors and assigns.

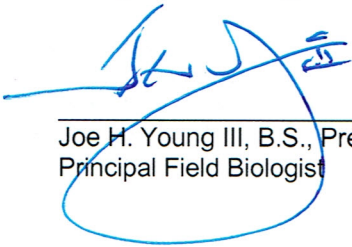
IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this AGREEMENT upon the terms and conditions above stated on the day and year first written above.

PERSONAL GUARANTY:

If CLIENT is a corporation, the undersigned hereby personally guarantees the performance of this AGREEMENT by the corporation.

CONSULTANT

Biological Consulting Services, Inc.



Joe H. Young III, B.S., President
Principal Field Biologist

CLIENT

City of Port Orange

Authorizing Signature

Type or Print Name



DATE: 12/02/2014

SOLE SOURCE JUSTIFICATION

(Waiver of Competitive Quotes / Bids)

VENDOR: Biological Consulting Services, Inc.

COMMODITY: Permit compliance at Wellfield and Reclaim Lakes & Water Level Monitoring

Estimated annual expenditure for the above commodity or service: \$ 33,250 annual

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

SOLE SOURCE JUSTIFICATION

- 1) ☐ Parts /equipment can only be obtained from original manufacturer. Not Available through regional distributors. *(Attach the manufacturer's written certification that no regional distributors exist)*
- 2) ☐ Only State of Florida area distributor of the original manufacturer. *(Attach the manufacturer's (not distributor's) written certification that identifies all regional distributors)*
- 3) ☐ Proprietary items / service. *(Explain in a separate memorandum).*
- 4) ☐ Parts /equipment are not interchangeable with similar parts of another manufacturer *(Explain in a separate memorandum).*
- 5) ☐ This is the only known item / source that will meet the specialized needs of this department or perform the intended function *(Explain in a separate memorandum).*
- 6) ☐ Parts /equipment are required from this vendor to provide standardization. *(Explain in a separate memorandum).*
- 7) ☒ None of the above apply. *(Explain in a separate memorandum).*

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

DEPARTMENT APPROVAL

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

Department Head approval (up to \$2,000) *[Signature]* Date: 12/2/14

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

PURCHASING APPROVAL

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

Posted by purchasing on Quote Wire on: 12/19/14 Complaints/protest received (Yes/No) No

Verified by Purchasing: *[Signature]* Date: 12/18/14

W15-29

CITY MANAGER APPROVAL

City Manager approval (over \$2,000) *[Signature]* Date: 12/19/14

Sole Source Justification

Pursuant to City Ordinance 2-267, waiver of bidding requirements:

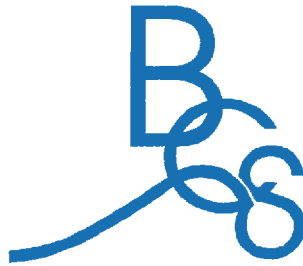
- (a) Where there is sole source
- (b) When standardization is determined to be in the best interest of the City
- (c) Where solicitation of bids is otherwise deemed to be inappropriate

Biological Consulting Services has provided the City with twenty-four years of services as it relates to the following services:

- Water Level Monitoring and reporting to satisfy the Consumptive Use Permit #8595 (CUP) Conditions 17 & 20;
- Port Orange Reclaimed Lakes to satisfy SJRWMD Permit #4-127-86929-1 and 40-127-86929-4 (Water Level Monitoring)
- Port Orange Reclaimed Lakes to satisfy USACOE Permit No SAJ-2002-3473-MLH, special condition 3.e. as modified by SAJ-2002- 3473-TMF (Annual reporting and water level monitoring)
- Port Orange Mitigation Bank – Hydrologic monitoring to satisfy the modified requirements of SJRWMD Permit 4-127-64024-2
- Data Logger (ground water monitoring equipment) refurbishments, repairs, and reinstallations for damaged equipment, usually caused by Forestry Service fire plows and age of equipment
- Generates statistical data reports consistently in a timely manner to the city, to the permitting agencies; and likewise shares this information with the City Forester for incorporation into his annual and semi-annual reports.
- Permitting of wellfield activities and expansions of wellfield system as it relates to wetlands analysis

Biological Consulting Services has expertise, a well-established knowledge of terrain and environmental conditions, locations of facility installations in remote areas, and the historical data base. This vendor was selected through a competitive bidding process with the County of Volusia; this current contract is set to expire February 28, 2015.

Market conditions have remained relatively static and this vendor is willing to provide professional and technical services at the same compensation as past year. The annual cost for this required service will be \$33,250 annual. The Public Utilities Department is requesting to continue these services.



COPY

BIOLOGICAL CONSULTING SERVICES, INC.

SERVICES AGREEMENT

between

Biological Consulting Services, Inc.
208 Rush Street
New Smyrna Beach, Florida 32168

and

City of Port Orange
1000 City Center Circle
Port Orange, FL 32119

Project: City of Port Orange Wellfield and Port Orange Reclaimed Lakes

This AGREEMENT, entered into on _____, 20____ by and between **BIOLOGICAL CONSULTING SERVICES, INC.**, hereinafter called BCS and **City of Port Orange** hereinafter called the CLIENT, is for the performance of services described below in the SCOPE OF WORK upon the property.

A. SCOPE OF WORK

BCS will complete the following **TASKS**:

Port Orange Wellfield CUP 8595: Water Level Monitoring and Reporting to satisfy Consumptive Use Permit #8595 Conditions 17 & 20, Compliance Report Permit Dated January 8, 2008

1.0 Water Level Monitoring (March 2015 – February 2016)

- 1.1 Conduct quarterly reviews (April, July, and September 2015 and January 2016) to download data from the water level data loggers at each of the twelve (12) stations.
- 1.2 Conduct semi-annual maintenance events (July 2015 and January 2016) to change batteries, clean probes, etc.
- 1.3 Prepare semi-annual water level data reports for submittal to the St. Johns River Water Management District (SJRWMD). Submittals will be made in July 2015 (January-June 2015 data) and January 2016 (July-December 2015 data).

2.0 Annual Reporting

- 2.1 Per Condition 20 of CUP 8595 Compliance Report Permit dated January 8, 2008, prepare an annual report for submittal to the SJRWMD summarizing the monitoring efforts and comparing all of the wetland monitoring data recorded for the calendar year (2015) and previous years. The report will include panoramic photographs and graphs summarizing the rainfall and monitoring data for January - December 2015. The graphs will include the elevation of the upland/wetland interface as established in March 2009. The report will include a brief analysis of any data trends. The pumping volume data will be obtained from the EN-50 reports that the City submits to the SJRWMD. If weekly pumping volume is determined to be necessary, the City will provide the data to BCS in Excel format for preparation of the graphs as required by the SJRWMD. BCS will review the monitoring stations with the SJRWMD representative after their review of the 2015 Annual Monitoring Report (if necessary).

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3.0 Photographic Documentation - September 2015

- 3.1 Per Conditions 17 and 20 of CUP 8595 Compliance Report Permit dated January 8, 2008, take panoramic photographs at the established photo stations at each of the twelve (12) wetland monitoring stations in September 2015.

Port Orange Reclaimed Lakes

To satisfy SJRWMD Permit #4-127-86929-1 and 40-127-86929-4

5.0 Water Level Monitoring (March 2015 – February 2016) per SJRWMD Permit.

- 5.1 Conduct quarterly reviews (April, July, September 2015 and January 2016) to download data from the water level data loggers at each of the eleven (11) stations.
- 5.2 Conduct semi-annual maintenance events (July 2014 and January 2016) to change batteries, clean probes, etc.
- 5.3 Prepare semi-annual water level data for submittal to the St. Johns River Water Management District (SJRWMD). Submittals will be made in July 2015 (January - June 2015 data) and January 2016 (July - December 2015 data).

To satisfy USACOE Permit No. SAJ-2002-3473-MLH, Special Condition 3.e. as modified by SAJ-2002-3473-TMF

6.0 Water Level Monitoring (May 1, 2015 - October 31, 2015)

Conduct reviews (July 2015, November 2015) to download data from the water level data loggers at each of the three (3) stations (MT-6, MT-8 and MT-9) to satisfy Special Condition 3.e.(1). *Fees in B.1 are only for the additional review in November 2015 to download data. Quarterly reviews to download data are being performed as required by the SJRWMD permit (see Task 1.1).*

7.0 Seasonal High Water Elevation Data

Set seasonal high water (SHW) markings in the field at the end of October 2015 for location by surveyor for determining SHW elevation. Coordinate with project surveyor for elevations of set seasonal high water marks. **The fees stated in Section B.1. do not include surveyor costs.**

8.0 Annual Monitoring Report

Prepare an annual monitoring report to include the water level data (May 1 - October 31, 2015), seasonal high water elevation data, pre-enhancement hydrologic (including SHW and groundwater elevations) ***Report will not include vegetative conditions of the enhancement area.*** Report will be sent by certified mail to the U.S. Army Corps of Engineers, Regulatory Division, Enforcement Branch, 701 San Marco Boulevard, Jacksonville, FL 32207.

Data Logger Refurbishments

9.0 Replacement of Data Loggers at Seven (7) Monitoring Stations (Stations to be determined and will be based on age and condition of logger)

BCS will remove data loggers from a total of seven (7) monitoring stations (two stations per quarter) at the regularly scheduled quarterly monitoring events. Temporary data loggers will be installed to record water level data during refurbishment of data logger units. BCS will coordinate with manufacturer for refurbishing the removed data loggers and ship to manufacturer. Fees in Section B include the cost of refurbishing the data loggers. BCS will install refurbished data logger units at the regularly scheduled quarterly monitoring event and check installed refurbished data loggers one month after installation to verify data loggers are operating correctly.

BCS is not responsible for replacement cost of data loggers after installation due to theft, damage or malfunction. Data loggers will need to be replaced or repaired if this occurs so that water level monitoring data can be collected, and will be the responsibility of the CLIENT.

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B. AGREEMENT TERMS

1. **FEES:** BCS's cost for the previous Scope of Work will be a fee of twenty-four thousand six hundred dollars (**\$24,600.00**).

Port Orange Wellfield CUP: \$8,600.00

Task 1.1: \$3,000.00 (\$750.00 per event)

Task 2.1: \$3,200.00

Task 1.2: \$1,200.00 (\$600.00 per event)

Task 3.1: \$500.00

Task 1.3: \$700.00 (\$350.00 per report)

Port Orange Reclaimed Lakes: \$9,000.00

Task 5.1: \$3,600.00 (\$900.00/event)

Task 6: \$500.00

Task 5.2: \$1,200.00 (\$600.00/semi-annual event)

Task 7: \$1,000.00

Task 5.3: \$700.00 (\$350.00/semi-annual submittal)

Task 8: \$2,000.00

Data Logger Refurbishment: \$7,000.00

Task 9.1: \$7,000.00 (\$1,000.00/station)

2. BCS cannot guarantee the acquisition of all permits/approvals. However, we will strive toward this end. CLIENT is responsible for payment of all consulting fees due BCS regardless of agency / governmental actions.
3. **BILLING:** BCS shall invoice the CLIENT at the completion of each task or monitoring event outlined above.
4. **PAYMENT:** The CLIENT will pay BCS upon receipt of the invoice. Any balance remaining unpaid 45 days after billing date will be subject to an interest charge at the maximum rate allowable by law.
5. **EXPENSES:** Expenses are included in the fee stated in Paragraph B.1 ***unless otherwise stated***.
6. **DEADLINES:** ANY DEADLINES REQUIRE A THIRTY (30) DAY WRITTEN NOTICE TO ALLOW FOR PROPER PREPARATION AND SUBMITTAL OF DOCUMENTS TO ANY PARTY.
7. **INDEMNITY FOR CLIENT'S ACTS:** The CLIENT shall indemnify and save harmless BCS, and its agents, representatives and employees, from and against any and all suits, actions, legal proceedings, claims, demands, damages, liabilities, costs and expenses, including attorney's fees, arising out of or in connection with or claimed to arise out of any error, omission or negligent act of the CLIENT or anyone acting in its behalf.
8. **TERMINATION:** This AGREEMENT may be terminated by either party upon seven (7) days written notice, but only in the event of substantial failure to perform in accordance with the terms herein, and through no fault of the terminating party. If this AGREEMENT is so terminated, the CLIENT shall pay BCS compensation for work completed up to the date of termination, upon receipt of invoice.
9. **ORAL PROMISES:** This document embodies the entire AGREEMENT and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter of this AGREEMENT. Any modification to this AGREEMENT must be in writing and signed by both parties.
10. **DISPUTE RESOLUTION:** If a dispute arises out of or relates to this AGREEMENT, or the breach thereof, and if said dispute cannot be settled through direct discussion between the parties, then the parties agree to first endeavor to settle the dispute in an amicable manner by mediation before recourse to arbitration or a judicial forum. Florida law shall apply to this AGREEMENT. Venue shall be in Volusia County.

11. **COMPLETION:** BCS will endeavor to commence work in a timely fashion and complete all work as quickly as possible. CLIENT understands that adverse weather or change in scope of work may extend the completion date.
12. **VALIDITY OF PROPOSAL:** Until signed by CLIENT, this AGREEMENT is a proposal, valid for thirty (30) days from the date of the authorizing signature of BCS. If after this date CLIENT is still interested in obtaining biological consulting services please contact BCS to provide an updated AGREEMENT.
13. **RETAINER:** No retainer is required.
14. **WAIVER OF RIGHTS:** The failure of either party to timely enforce any right under this AGREEMENT shall not operate to waive any other right under the AGREEMENT, nor shall it waive enforcement of subsequent breaches of the AGREEMENT.
15. **ATTORNEY'S FEES:** The prevailing party in any legal proceeding or arbitration shall be entitled to a reasonable attorney's fee to be paid by the other party.
16. **ASSIGNMENT:** This AGREEMENT may not be assigned without prior written agreement of the parties.
17. **EFFECT OF AGREEMENT:** This AGREEMENT shall bind, and the benefits thereof inure to, the parties hereto, their legal representatives, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this AGREEMENT upon the terms and conditions above stated on the day and year first written above.

PERSONAL GUARANTY:

If CLIENT is a corporation, the undersigned hereby personally guarantees the performance of this AGREEMENT by the corporation.

CONSULTANT

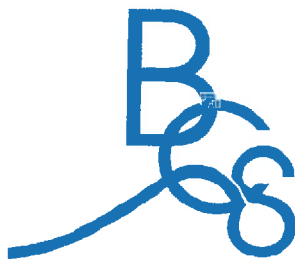
Biological Consulting Services, Inc.



Joe H. Young III, B.S., President
Principal Field Biologist

Subject to
City Council
Approval

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COPY

BIOLOGICAL CONSULTING SERVICES, INC.

SERVICES AGREEMENT

between

Biological Consulting Services, Inc.
208 Rush Street
New Smyrna Beach, Florida 32168

and

City of Port Orange
1000 City Center Circle
Port Orange, FL 32119

Project: Port Orange Mitigation Bank located in Sections 24, 25 and 26, Township 16 South, Range 31 East and Sections 19, 20, 29, 30, 31, and 32, Township 16 South, Range 32 East in Volusia County, Florida.

Re: Hydrologic Monitoring to satisfy the modified requirements of SJRWMD Permit 4-127-64024-2.

This AGREEMENT, entered into on _____, 20____ by and between **BIOLOGICAL CONSULTING SERVICES, INC.**, hereinafter called BCS and **City of Port Orange** hereinafter called the CLIENT, is for the performance of services described below in the SCOPE OF WORK upon the property.

A. SCOPE OF WORK

BCS will complete the following **TASKS**:

1.0 Water Level Monitoring (March 2015 – February 2016)

- 1.1 Conduct quarterly reviews (April, July, September 2015 and January 2016) to download data from the water level data loggers at each of the fifteen (15) new stations.
- 1.2 Conduct semi-annual maintenance events (July and January) to inspect water level data loggers, change batteries, clean probes, etc.
- 1.3 Submit semi-annual water level data for the 9 existing piezometers and the 15 new piezometers in electronic (Excel format) to Long Leaf Forest Service, Inc. Submittals will be made in July 2015 (January - June 2015 data) and January 2016 (July - December 2015 data).

2.0 Annual Photographic Documentation

- 2.1 Take panoramic photographs at the established photo stations at each of the 15 new upland and wetland monitoring stations in September 2015. Photographs and photo station maps will be submitted to Long Leaf Forest Service, Inc.

B. AGREEMENT TERMS

1. **FEES:** BCS's cost for the previous Scope of Work will be a fee of eight thousand six hundred fifty dollars (\$8,650.00), broken down per task as follows:

Task 1 Total: \$7,850.00

Task 1.1: \$4,425.00 (\$1,106.25/event)

Task 1.2: \$1,500.00 (\$750.00/event)

Task 1.3: \$1,925.00 (\$962.50/event)

Task 2 Total: \$800.00

Task 2.1: \$800.00

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2. BCS cannot guarantee the acquisition of all permits/approvals. However, we will strive toward this end. CLIENT is responsible for payment of all consulting fees due BCS regardless of agency / governmental actions.
3. **BILLING:** BCS shall invoice the CLIENT at the completion of each task or monitoring event outlined above.
4. **PAYMENT:** The CLIENT will pay BCS upon receipt of the invoice. Any balance remaining unpaid 45 days after billing date will be subject to an interest charge at the maximum rate allowable by law.
5. **EXPENSES:** Expenses are included in the fee stated in Paragraph B.
6. **DEADLINES:** ANY DEADLINES REQUIRE A THIRTY (30) DAY WRITTEN NOTICE TO ALLOW FOR PROPER PREPARATION AND SUBMITTAL OF DOCUMENTS TO ANY PARTY OTHER THAN CLIENT.
7. **INDEMNITY FOR CLIENT'S ACTS:** The CLIENT shall indemnify and save harmless BCS, and its agents, representatives and employees, from and against any and all suits, actions, legal proceedings, claims, demands, damages, liabilities, costs and expenses, including attorney's fees, arising out of or in connection with or claimed to arise out of any error, omission or negligent act of the CLIENT or anyone acting in its behalf.
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11. **COMPLETION:** BCS will endeavor to commence work in a timely fashion and complete all work as quickly as possible. CLIENT understands that adverse weather or change in scope of work may extend the completion date.
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15. **ATTORNEY'S FEES:** The prevailing party in any legal proceeding or arbitration shall be entitled to a reasonable attorney's fee to be paid by the other party.

16. **ASSIGNMENT:** This AGREEMENT may not be assigned without prior written agreement of the parties.
17. **EFFECT OF AGREEMENT:** This AGREEMENT shall bind, and the benefits thereof inure to, the parties hereto, their legal representatives, executors, administrators, successors and assigns.

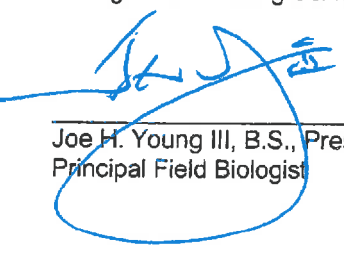
IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this AGREEMENT upon the terms and conditions above stated on the day and year first written above.

PERSONAL GUARANTY:

If CLIENT is a corporation, the undersigned hereby personally guarantees the performance of this AGREEMENT by the corporation.

CONSULTANT

Biological Consulting Services, Inc.



Joe H. Young III, B.S., President
Principal Field Biologist

Subject to City
Council Approval



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/17/2015

Consent item: Yes

SUBJECT: Award of Bid B14-17 Garnsey Water Plant Large Meter Replacement and Upgrade Project with L7 Construction

DEPARTMENT: Public Utilities

RECOMMENDED MOTION: Move to award BID # 14-17 Garnsey Water Plant Large Meter Replacement and Upgrade Project to L7 Construction Company, for \$145,597.00; and to authorize the Mayor and City Clerk to execute all required contract documents as prepared and reviewed by the City Attorney.

SUMMARY: On January 22, 2015 the City of Port Orange received five bids on BID # 14-17, Garnsey Water Plant Large Meter Replacement and Upgrade Project as follows: Danus Utilities - \$189,750, TLC Diversified - \$183,700, Village Construction - \$176,900, Waterline Industries - \$147,957, and L7 Construction - \$145,597. This project is fully funded and identified in the FY 2014-15 Capital Improvement Budget of the Public Utilities Department. We have had previous experience with L7 Construction Company on a major capital project in FY 2014 at the Garnsey Water Plant with good results.

Project No.: WWP003 Funding Account No.: 40302005336397

ATTACHMENTS:

Wiggins, Julia	Created/Initiated - 01/27/2015
Wilson, Rick	Approved - 01/28/2015
Neff, Andrew	Approved - 01/28/2015
Riehm, Tracey	Approved - 01/28/2015
Gomez, Joseph	Approved - 01/28/2015
Roberts, Margaret	Approved - 02/12/2015
Harden, David	Final Approval - 02/12/2015



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/17/2015

Consent item: Yes

SUBJECT: Piggyback South Daytona Electrical Service Contract with Giles Electrical Services

DEPARTMENT: Public Works

RECOMMENDED MOTION: Move to approve piggybacking the City of South Daytona Contract (RFP 13-001) with Giles Electric Company, Inc., for Electrical Services for the City of Port Orange for a total annual contract amount of \$45,000, and authorize the Mayor and City Clerk to execute contract documents.

SUMMARY:

Giles Electric Company provides minor interior, exterior electrical repairs (non-industrial) for Public Works and Public Utilities. Parks and Recreation uses Giles for Ball Field panel repairs and lighting.

Project No.: <u>N/A</u>	Funding Account No.: <u>506-4200-539. 34-14</u>
<u>N/A</u>	<u>001-4400-572. 34-14</u>
<u>N/A</u>	<u>401-0006-536. 46-10</u>

ATTACHMENTS:

1.	Giles Electric Company	Giles and S. Daytona Contract.pdf
2.	Giles Electric Company Piggyback Agreement	Giles Electric Company Piggyback Agreement.pdf

Silvey, Mike	Created/Initiated - 01/29/2015
Silvey, Mike	Approved - 01/29/2015
Gomez, Joseph	Approved - 01/29/2015
Riehm, Tracey	Approved - 02/03/2015
Roberts, Margaret	Approved - 02/11/2015
Harden, David	Final Approval - 02/12/2015



Giles Electric Company, Inc.
Commercial, Residential, Industrial Wiring

Post Office Box 214176
1700 South Seagrave Street
South Daytona, Florida 32121-4176
Phone 386-767-5895
Fax 386-767-6260
EC 0001538
www.gileselectriccompany.com

OFFER TO EXTEND ELECTRICAL SERVICES TO THE CITY OF PORT ORANGE

This OFFER TO EXTEND ELECTRICAL SERVICES is dated September 9, 2014 by Giles Electric Company, Incorporated, located at 1700 South Seagrave Street, South Daytona, Florida. This offer is made to the City of Port Orange at 1000 City Center Circle, Port Orange, Florida.

Giles Electric Company, Inc., founded in 1970, is a full service electrical contracting firm specializing in the installation and maintenance of electrical systems for Commercial, Industrial, Governmental, Institutional Facilities and Residential Homes throughout the State of Florida. Giles Electric is a local leader in providing superior service to governmental agencies including public safety facilities, city gymnasiums, parks, administrative offices, and other city-owned or leased properties.

Giles Electric Company, Inc. offers to provide electrical services to the City of Port Orange whereas the terms are identical to that of a current contract between Giles Electric Company, Inc. and the City of South Daytona.

The contract between Giles Electric Company, Inc. and the City of South Daytona is attached. This agreement, signed May 14, 2013 between Giles Electric Company, Inc. and the City of South Daytona is all-inclusive. The contract includes insurance requirements, indemnification, compensation, work authorization, time reporting, labor rates, and other specifications of service.

The contract between Giles Electric Company, Inc. and the City of South Daytona is offered immediately to the City of Port Orange with the same terms, with the effective date at the discretion of the City of Port Orange. Giles Electric Company, Inc. offers the contract through September 30, 2015.

By: 
(Signature)

Dated: 9/9/2014

Name: Byron Overstreet
(Print name)

Title: Vice President

REQUEST FOR PROPOSALS

ELECTRICAL SERVICES CONTRACT FOR THE CITY OF SOUTH DAYTONA

RFP 13-001



Prepared By:

Les Gillis, P.E.
Public Works Department
City of South Daytona
(386) 322-3080

REQUEST FOR PROPOSALS

Electrical Services Contract for the City of South Daytona RFP 13-001

INVITATION

The City of South Daytona, Florida is soliciting proposals from licensed, certified unlimited electrical contractors to provide all labor, material, supervision, and equipment required for full electrical service repair, maintenance and installation on an as needed basis.

NOTICE IS HEREBY GIVEN that sealed proposals will be received at the Office of the City Manager, located in City Hall at 1672 South Ridgewood Avenue, South Daytona, Florida, until **2:00 pm on Tuesday, March 19, 2013**. At that time, the submitted proposals will be publicly opened in the Council Chamber Room located in City Hall. Proposals received after the above time and date will be returned unopened.

The City will conduct a **MANDATORY PRE-BID MEETING** at **2:00 pm on Thursday March 7, 2013**. The meeting will be held in the Council Chamber Room, located at City Hall, 1672 South Ridgewood Avenue, South Daytona, FL 32119.

The work will include, but not be limited to, the general maintenance, repair and installation of existing domestic and commercial wiring, lighting, low voltage equipment, fiber optic systems, data and communication systems, fire alarm and security systems and the diagnosing of component failure and replacement of electrical equipment at municipal facilities including generator, lift and pump stations. The proposed contract shall be on an as needed basis with each project being secured and billed individually. No single project shall exceed \$25,000 without written authorization from the City Manager. All work is to conform to all State and Local Building Codes.

Documents pertaining to this request may be obtained at the Public Works Department located at 1770 Segrave Street, South Daytona, Florida 32119 free of charge. The Public Works Director can be contacted by telephone (386) 322-3080 or email at lgillis@southdaytona.org. Any addenda to these documents will be issued via electronic mail. It is the bidder's responsibility to confirm that all addenda have been received prior to submitting a proposal for this project.

Each proposal must be accompanied by a certified check or bid bond by an acceptable surety company in the amount of \$25,000.00, made payable to the City of South Daytona, Florida, as a proposal guarantee. All proposals shall be binding for a period of 90 calendar days from the date of public opening and shall not be subject to change or withdrawal.

The City reserves the right to reject any or all proposals, and the award, if award is made, will be in the best interest of the City. The successful proposal, if one is chosen, will be decided by a Selection Committee based on the firm's qualifications, experience, proximity and price.

The successful bidder will be required to furnish and pay for a Certificate of Insurance and meet other requirements as set forth in the proposal documents.

The City of South Daytona is not responsible for the U.S. Mail or private couriers regarding mail being delivered by the specified time so that a bid can be considered. Proposals by telephone, telegraph, or FAX will not be accepted.

CITY OF SOUTH DAYTONA
VOLUSIA COUNTY, FLORIDA

By: Joseph W. Yarbrough
City Manager

STATEMENT OF PURPOSE

The City of South Daytona, Florida is soliciting proposals from licensed, certified unlimited electrical contractors to provide all labor, material, supervision, and equipment required for full electrical service repair, maintenance and installation on an as needed basis.

The work will include, but not be limited to, the general maintenance, repair and installation of existing domestic and commercial wiring, lighting, low voltage equipment, fiber optic systems, data and communication systems, fire alarm and security systems and the diagnosing of component failure and replacement of electrical equipment at municipal facilities including generator, lift and pump stations.

The proposed contract shall be on an as needed basis with each project being secured and billed individually. No single project shall exceed \$25,000 without written authorization from the City Manager.

All work is to conform to all State and Local Building Codes.

INSTRUCTIONS TO RESPONDENTS

Mandatory Pre-Bid Meeting – The City will conduct a **MANDATORY PRE-BID MEETING at 2:00 pm on Thursday March 7, 2013**. The meeting will be held in the Council Chamber Room, located at City Hall, 1672 South Ridgewood Avenue, South Daytona, FL 32119.

Only parties that attend the Pre-Bid Meeting will be allowed to submit proposals. Respondents are encouraged to inspect the municipal facilities prior to attending the Pre-Bid Meeting. This will allow respondents to ask informed questions at the Pre-Bid Meeting regarding the nature of the requested electrical services. This will also facilitate the City's process of making sure that answers to questions and clarifications are provided to all Respondents. City staff will be available to assist any Respondents desiring to tour the existing facilities prior to the meeting. The City will be prepared to review any questions regarding the RFP and the evaluation process at the Pre-Bid Meeting.

Proposals Requirements – Sealed proposals for the provision electrical services will be received at the Office of the City Manager, located in City Hall at 1672 South Ridgewood Avenue, South Daytona, Florida, until **2:00 pm on Tuesday, March 19, 2013**. At that time, the submitted proposals will be publicly opened in the Council Chamber Room located in City Hall. Proposals received after the above time and date will be returned unopened.

One original document clearly marked ORIGINAL with five (5) identical copies of the proposal are required. The Proposals shall be in a sealed envelope or package clearly labeled **Electrical Services Contract for the City of South Daytona RFP 13-001** on the front of the envelope and the date and time of the official opening also noted.

Each proposal must be accompanied by the bidder's money order, cashier's check, certified check or bid bond made payable to the City of South Daytona in the amount of \$25,000.00. This will serve as proposal guarantee and will be forfeited to the City as liquidated damages in the event an award is made and the necessary contract documents and bonds are not promptly and properly executed as required. All security monies submitted to the City will be held until the awarded contractor has submitted the proper paperwork, at such time securities will be returned to the unsuccessful bidders. All bonds (Security and/or PLM) are to be issued from a company licensed to sell bonds in the State of Florida and with a rating of A, in the Best Key Rating Guide. This information will be verified by the City to be correct.

Each proposal must also be accompanied by a written verification of the respondent's bonding capacity. The verification is to be submitted by a licensed surety company rated "A" or better in the current A.M. Best Guide and qualified to do business within the state of Florida with a single limit of at least \$1 million and an aggregate limit of at least \$5 million.

The Signature Sheet, Non-Collusion Affidavit of Prime Respondent, Public Entity Crimes – Sworn Statement and Drug Free Work Place Certificate forms (Proposal Forms 1-4 located in Appendix A of this document) must be completed and submitted with each proposal if it is to be considered.

Proposals must present evidence of the respondent's experience and qualifications. In addition, the proposal must show the company, corporation or partnership's financial ability to carry out the terms of the contract. The proposal needs to describe in detail how the respondent intends to provide the services being requested by the City. Proposals may be expanded to allow the complete submittal of relevant information.

Proposals lacking the required information will be deemed incomplete. Incomplete proposals will not be considered for contract award.

Contract Term - The term of the contract, if awarded, shall be 5 years. The City shall have the option to extend the Contract for one additional 5 year term.

Contact Person - All questions or requests for clarifications concerning this RFP shall be submitted in writing to the City's Public Works Director indicated below.

Les Gillis, P.E.
Public Works Director
City of South Daytona

P.O. Box 214960
South Daytona, FL 32121-4960
Email: lgillis@southdaytona.org
Phone: 386-322-3080

Such notifications must be made in writing at least 40 working hours (5-working days) prior to opening date and time of the proposal. All such requests and the City's written responses will be distributed by way of an Addendum. Any Addendum issued must be signed and attached to the original proposal response as an indication that the information contained within the addendum has been considered in the response. Failure to attach the addendum may be grounds to disqualify the respondent.

The foregoing requirement regarding clarification and addenda is not intended to prohibit ongoing verbal or written discussions between qualified potential service providers and the City.

Proposal Term - Proposals can not be modified after submitted to the City. No proposal may be withdrawn or modified after the public opening. The terms and conditions in the proposal shall remain in affect for 90 days after the proposals are opened publicly. The City intends to complete the initial evaluation and ranking of the proposals within four weeks following the receipt of proposals.

Inspection of Facilities - The City expects respondents to inspect municipal facilities within the City limits prior to the submission of proposals. Respondents shall carefully examine the documents and sites to obtain first-hand knowledge of existing conditions. Contractors may not be given extra payments for conditions which can be determined by examining the site and documents.

Contract Award - The City reserves the right to accept or reject any or all proposals, in part or total and to waive any minor informalities, as deemed in the best interest of the City and reserves the right to award the contract to the responsible respondent who submits the proposal meeting specifications most advantageous to the City.

The information listed in the specifications is to establish quality standards, not to limit competition. The respondent may offer any alternate which meets or exceeds the quality of specifications for any item or service. If proposals are based on equivalent services, indicate on the response form the deviations submitted in enough detail information for City staff to make an honest determination.

Disqualifications - The City of South Daytona reserves the right to disqualify proposals, before or after opening, upon evidence of collusion with intent to defraud or other illegal practice upon the part of the respondent. (See Non-Collusion Affidavit form located in Appendix A). The respondent also warrants that no one was paid a fee, commission, gift or other consideration contingent upon receipt of an award for the services or products and/or supplies specified herein.

Public Entity Crimes Form - All respondents must fill out the Public Entity Crimes Sworn Statement located in the Proposal Forms attached as Appendix A.

Any agreement or contract with the City obtained in violation of this Section shall be subject to termination for cause. A subcontractor who obtains a subcontract in violation of this Section will be removed and promptly replaced by a subcontractor acceptable to the City. Any delays or extra expenses incurred in the conduct of this agreement/contract, due to the necessity for replacement of a subcontractor may be at the expense of the main contractor.

In submitting a response to the City of South Daytona, Florida, the respondent offers and agrees that if the proposal is accepted, the respondent will convey, sell, assign or transfer to the City of South Daytona all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of South Daytona. At the City of South Daytona's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to contractor.

Joint Proposals/Partnerships/Sub Contractors - The City will not consider joint proposals/partnerships or proposals indicating the use of subcontractors for award. The successful firm will be required to handle all services listed in this proposal solely on their own.

Equal Opportunity Employment - The contractor agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, disability, or national origin. This provision will include, but not be limited to, 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.

Discrimination - The Respondent is advised that in accordance with HB 2127, Section 6 (3)(a), states information regarding discrimination provisions paragraph (2)(a), as follows:

DISCRIMINATION: an entity or affiliate who has been placed on the discriminatory vendor list may not submit a proposal on a contract to provide goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity and may not transact business with any public entity.

Proprietary Information - In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Request for Proposals and the responses thereto are in the public domain. However, the *proposers are requested to identify specifically* any information contained in their response which the Respondent considers confidential and/or proprietary and which the Respondent believes to be exempt from disclosure, citing specifically the applicable exempting law.

SELECTION PROCESS

The proposals received will be evaluated by a Selection Committee. This Selection Committee will provide recommendations to the City Council for approval. The following criteria will be used to evaluate the proposals received:

1. **Respondent's Qualifications Including Personnel and Equipment. (100 Points)** The respondent must show the adequacy of personnel and equipment, both in numbers and diversifications of discipline and demonstrated technical capability, to complete the required contract, if awarded. Joint proposal with the use of subcontractors will not be considered. Those proposals that demonstrate the respondent's ability to staff a receptionist and dispatcher, provide electrical engineering and estimating, possess a Florida Department of Transportation Maintenance of Traffic Intermediate Level of Certification, possess a National Institute for Certification in Engineering Technologies Level IV Fire Alarm certification, possess a bucket truck capable of reaching 55 feet, possess an auger truck capable of boring a 36 inch diameter hole and possess qualified electricians who completed a state certified apprentice program will achieve a greater score in this selection criterion. Each respondent is requested to include a company profile and all pertinent information that would clearly demonstrate their ability to meet the City's preferences, listed above for this criterion, in Appendix B of this document. A weight of 100 points will be assigned to this criterion for use in ranking the proposals.
2. **Respondent's Experience with Municipal Facilities. (100 Points)** Executing a municipal contract has its own set of unique challenges. The respondent must show their experience in providing the type of services being requested for other municipalities, if such experience exists. Greater weight will be assigned to a firm who has experience in servicing large lift and grinder stations with variable frequency drives, large generators and municipal facilities. Each respondent is requested to include references and all pertinent information that would clearly demonstrate their ability to meet the City's preferences, listed above for this criterion, in Appendix C of this document. A weight of 100 points will be assigned to this criterion for use in ranking the proposals.

3. **Respondent's Proximity and Ability to Respond. (100 Points)** Time is of the essence for this contract and it is preferred that services, especially those needed on an emergency basis such as a lift station failure, be delivered or commenced within 30 minutes after notification of need. Preference will be given to the firm that can respond with at least four Journeyman Wiremen when needed on an emergency repair such as a lift station complete service rewire. A respondent must indicate their ability to respond in a timely manner as requested. The Selection Committee will give a greater weight to firms who can respond with adequate personnel more quickly than others. Each respondent is requested to indicate their ability to respond when requested and all pertinent information that would clearly demonstrate their ability to meet the City's preferences, listed above for this criterion, in Appendix D of this document. A weight of 100 points will be assigned to this criterion for use in ranking the proposals.
4. **Respondent's Service Rates (100 Points)** Each respondent is required to submit their electrical service rates (price) that will be associated with the contract, if awarded. The highest number of points will be assigned to the respondent who submits the lowest rates. Each respondent is requested to indicate their service rates in Appendix E of this document. A weight of 100 points will be assigned to this criterion for use in ranking the proposals.

CONTRACT REQUIREMENTS

Insurance Requirements

The approved contractor shall purchase, at his own expense and maintain throughout the duration of this agreement, types and amounts of insurance in form and companies satisfactory to the City and shall furnish proof of insurance prior to commencing work. The insurance requirements are shown below:

GENERAL LIABILITY*

Bodily Injury:	\$1,000,000.00, each occurrence 2,000,000.00, aggregate
Property:	1,000,000.00, each occurrence 1,000,000.00, aggregate
	Or
	1,000,000.00, bodily injury 2,000,000.00, and property damage combined each occurrence

*Including: Premises-Operations; Independent Contractors; Products/Completed Operations, Personal Injury Liability; Fire Legal Liability. If the exposure exists, the following are required: Explosion & Collapse Hazard; Underground Hazard; Contractual & Broad from Property Damage.

AUTOMOBILE LIABILITY*

Bodily Injury:	\$1,000,000.00, each person
----------------	-----------------------------

1,000,000.00, each accident
Property Damage: 1,000,000.00, each accident or
1,000,000.00, bodily injury and property damage combined each occurrence

*Including: owned, hired & employer's non-owned vehicle(s)
Worker's Compensation: Statutory: as required by the State of Florida
Employer's Liability: \$1,000,000.00 each accident
Waiver of Subrogation will apply in favor of the City of South Daytona

Also, the contractor who is awarded the contract must have and produce an Occupational License authorizing them to conduct this type of business in the State of Florida, before work is started. INSURANCE COMPANIES MUST BE LICENSED TO CONDUCT INSURANCE BUSINESS IN THE STATE OF FLORIDA WITH A BEST RATING GUIDE RATING OF A. **THE CITY OF SOUTH DAYTONA, FLORIDA, IS TO BE NAMED AS AN ADDITIONAL NAMED INSURED ON THE CERTIFICATE SUBMITTED TO THE CITY. INSURANCE CERTIFICATES WILL BE REVIEWED.** If not in order; the proposal may not be awarded. It is requested that the city be named as Additional Named Insured on Worker's Compensation and any Professional Liability coverage. Professional Liability Insurance is to be in the amount of \$1,000,000. Award consideration will be given to the evidence of these insurance coverages. All insurances are to be project specific to this contract, not general umbrella insurance.

Contractor Personnel - All Contractor personnel shall be familiar with the Occupational Safety and Health Administration (OSHA) requirements including the provisions of the National Electric Safety Code (NESC).

The City reserves the right to require disciplinary action or reassignment of any Contractor personnel whose behavior is inconsistent with the City's objectives of providing pleasant and responsive services to its facilities.

Time Reporting - The Contractor shall maintain time sheets for all employees that perform work for the South Daytona. The records shall denote the time the employee worked and identification of the nature and location of the work. These time sheets are to be used for billing purposes.

Emergency Contact Information - The firm, who is awarded a contract if one is awarded, will be required to submit a list of five contacts that will be available 24 hours a day and seven days a week to accept calls from the City when needed. The contact list should include home, work and cell phone numbers for those identified.

Overtime - Work activities shall be scheduled in a manner designed to limit scheduled overtime.

Contract Termination Provision - This agreement may be terminated by either party without cause upon thirty (30) days written notice to the other party.

Indemnification - The contractor hereby agrees to indemnify and save harmless the City of South Daytona, and its officials, officers, and employees from and against all claims for infringement of any United States Patent and all other claims, damages, losses, and expenses (including without limitation costs of defending the same and attorney's fees) arising out of or resulting from the performance of the work, furnishing of services, or furnishing of materials, goods, or equipment (including but not limited to claims regarding defects in materials, goods or equipment) which is caused in whole or in part by any breach of contract, act, or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

Accidents & Claims - The contractor shall be held responsible for all accidents and shall indemnify and protect the City of South Daytona from all suits, claims and actions brought against the City and all costs for liability to which the City may be put for any injury or alleged injury to the person(s) or property(s) of another resulting from negligence or carelessness in the performance of the work, or in protection of the project site, or from any improper or inferior workmanship, or from inferior materials used in the work.

Laws & Regulations - The contractor at all times shall be familiar with and observe and comply with all Federal, State, Local, and Municipal laws, codes, ordinances, rules, and regulations in any manner and those which may be enacted later, or bodies or tribunals having jurisdiction or authority over the work and shall indemnify and save harmless the City of South Daytona against any claims or liability arising from, or based on, the violation of any such law, ordinance, rule, code, regulation, order, patent infringements or decrees.

The respondent is assumed to have made themselves familiar with all Federal, State, local, and Municipal laws, codes, ordinances, rules, and regulations which in any manner affect those engaged or employed in the work, or the materials or equipment used in or upon the work, or in any way affect the work and no plea of misunderstanding will be considered an excuse for the ignorance thereof.

In the event any situation is brought to mediation or a court of law, the venue shall be the County of Volusia, in the State of Florida, where all laws, regulations, ordinances, codes, and rules shall be used in the adjudication.

All responses, questions, conversations are public information and also any literature or handouts at any subsequent presentations. All submittals are subject to the Florida Public Records Act, F.S. 119. The tender of a proposal authorizes release of all of your company's information as submitted.

Royalties (when applicable) - The contractor shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. The contractor shall, at their

own expense, hold harmless and defend the City of South Daytona, its agents, employees, and elected officials, against any claim, suit or proceeding brought against the City of South Daytona, its agents, employees, and elected officials, which is based upon a claim, whether rightful or otherwise, that the goods, or services, or any part thereof, furnished under the resulting contract constitute an infringement of any patent or copyright of the United States of America. The contractor shall pay all damages and costs awarded against the City of South Daytona, its agents, employees, and/or elected officials.

Compliance - All companies doing business with the City of South Daytona must do so in the English language and make proposals or other money quotations in U.S. currency. There shall be no customs, duties or import fees added to the cost shown in the quotation or proposal. In the event of any legal disputes the laws of the State of Florida and, where appropriate, the United States of America shall prevail. Venue for any court proceedings arising out of or related to this proposal or any resulting contract or purchase shall be in a court of competent jurisdiction in Volusia County, Florida.

Authorization for Other Municipalities to Utilize this Contract – The City of South Daytona and the contractor hereby agree that it would be mutually beneficial to both parties if this contract could be utilized by other local municipalities, such as the City of Port Orange. Both the City of South Daytona and the contractor agree to allow a local municipality, such as the City of Port Orange, to piggyback this contract at the same terms and conditions found herein.

**AGREEMENT FOR THE PROVISION OF ELECTRICAL
SERVICES TO THE CITY OF SOUTH DAYTONA**

THIS AGREEMENT is entered into this 14 day of May 2013
by and between the City of South Daytona, a municipal corporation duly incorporated
pursuant to the laws of the State of Florida, with administrative offices at 1672 South
Ridgewood Avenue, South Daytona, Florida 32119 hereinafter referred to as **CITY**, and
Giles Electric Company, Inc., a business corporation, with administrative offices at 1700
Segrave Street, South Daytona, Florida 32119, hereinafter referred to as
CONTRACTOR, for the services identified herein on the following terms and
conditions.

PURPOSE. The purpose of this Agreement is for the **CONTRACTOR** to provide
labor, equipment and materials for full electrical service to the **CITY** on an as-needed
basis.

TERM OF THE AGREEMENT. The term of this Agreement shall be five (5) years
from the date of the Agreement as entered above. This Agreement may be extended for
one additional three (3) year term if both parties agree in writing before the expiration of
the original contract term.

WORK AUTHORIZATION. This Agreement shall be on an as-needed basis with each
project being secured and billed individually.

COMPENSATION. The **CITY** shall pay the **CONTRACTOR** in accordance with the
compensation set forth in the hereto attachment marked as "Exhibit A". The **CITY** shall
pay the sum invoiced within thirty (30) days of receipt of the bill from the
CONTRACTOR.

CONTRACTOR PERSONNEL. All **CONTRACTOR** personnel shall be familiar with
the Occupational Safety and Health Administration (OSHA) requirements including the
provisions of the National Electric Safety Code (NESC). The **CITY** reserves the right to
require disciplinary action or reassignment of any **CONTRACTOR** personnel whose
behavior is inconsistent with the **CITY**'s objectives of providing pleasant and responsive
services to its facilities.

TIME REPORTING. The **CONTRACTOR** shall maintain time sheets for all
employees that perform work for the **CITY**. The records shall denote the time the
employee worked and identification of the nature and location of the work. These time
sheets are to be used for billing purposes.

OVERTIME. Work activities shall be scheduled in a manner designed to limit
scheduled overtime.

INSURANCE REQUIREMENTS. The CONTRACTOR shall purchase, at his own expense and maintain throughout the duration of this agreement, types and amounts of insurance in form and companies satisfactory to the CITY and shall furnish proof of insurance prior to commencing work. The insurance requirements are shown below:

GENERAL LIABILITY*

Bodily Injury:	\$1,000,000.00, each occurrence
	2,000,000.00, aggregate
Property:	1,000,000.00, each occurrence
	1,000,000.00, aggregate
	or
	1,000,000.00, bodily injury
	2,000,000.00, and property damage combined each occurrence

*Including: Premises-Operations; Independent Contractors; Products/Completed Operations, Personal Injury Liability; Fire Legal Liability. If the exposure exists, the following are required: Explosion & Collapse Hazard; Underground Hazard; Contractual & Broad from Property Damage.

AUTOMOBILE LIABILITY**

Bodily Injury:	\$1,000,000.00, each person
	1,000,000.00, each accident
Property Damage:	1,000,000.00, each accident or
	1,000,000.00, bodily injury and property damage combined each occurrence

**Including: owned, hired & employer's non-owned vehicle(s)

Worker's Compensation: Statutory: as required by the State of Florida

Employer's Liability: \$1,000,000.00 each accident

Waiver of Subrogation will apply in favor of the City of South Daytona

Also, the CONTRACTOR must have and produce an Occupational License authorizing them to conduct this type of business in the State of Florida, before work is started and throughout the term of this Agreement. Insurance companies must be licensed to conduct insurance business in the state of Florida with a best rating guide rating of A. **THE CITY OF SOUTH DAYTONA, FLORIDA, IS TO BE NAMED AS AN ADDITIONAL NAMED INSURED ON THE CERTIFICATE SUBMITTED TO THE CITY.** It is requested that the CITY be named as Additional Named Insured on Worker's Compensation and any Professional Liability coverage. Professional Liability Insurance is to be in the amount of \$1,000,000. All insurances are to be project specific to this contract, not general umbrella insurance.

INDEMNIFICATION. The CONTRACTOR hereby agrees to indemnify and save harmless the CITY, and its officials, officers, and employees from and against all claims for infringement of any United States Patent and all other claims, damages, losses, and expenses (including without limitation costs of defending the same and attorney's fees) arising out of or resulting from the performance of the work, furnishing of services, or furnishing of materials, goods, or equipment (including but not limited to claims

regarding defects in materials, goods or equipment) which is caused in whole or in part by any breach of contract, act, or omission of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This indemnification shall survive the termination or expiration of the Agreement.

ACCIDENTS AND CLAIMS. The CONTRACTOR shall be held responsible for all accidents and shall indemnify and protect the CITY from all suits, claims and actions brought against the CITY and all costs for liability to which the CITY may be put for any injury or alleged injury to the person(s) or property(s) of another resulting from negligence or carelessness in the performance of the work, or in protection of the project site, or from any improper or inferior workmanship, or from inferior materials used in the work. This indemnification shall survive the termination or expiration of the Agreement.

AGREEMENT TERMINATION PROVISION. Either party may terminate this Agreement without cause upon thirty (30) days written notice to the other party. Such notice shall be delivered by certified mail, return receipt requested, and the date of the notice be the date the receipt therefore is signed by an employee, official or representative of the other party.

SEVERABILITY. If any provision of this Agreement is found to be unconstitutional, illegal, or otherwise unenforceable by judgment of a court of competent jurisdiction, such judgment shall not invalidate the remainder of this Agreement, unless such judgment renders the purpose or performance of this Agreement no longer practical for either party.

LAWS AND REGULATIONS. The CONTRACTOR at all times shall be familiar with and observe and comply with all Federal, State, Local, and Municipal laws, codes, ordinances, rules, and regulations in any manner and those which may be enacted later, or bodies or tribunals having jurisdiction or authority over the work and shall indemnify and save harmless the CITY against any claims or liability arising from, or based on, the violation of any such law, ordinance, rule, code, regulation, order, patent infringements or decrees.

DISPUTE RESOLUTION. In the event any situation is brought to mediation or a court of law, the venue shall be the County of Volusia, in the State of Florida, where all laws, regulations, ordinances, codes, and rules shall be used in the adjudication.

INTEGRATION CLAUSE. This contract shall constitute the whole Agreement between the parties. There are no promises, terms, conditions or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations or agreements, written or verbal between the parties hereto.

NON-EXCLUSIVE AGREEMENT. The CITY reserves the right to bid larger projects, as determined by the CITY, as well as those projects in which the electrical work will be subcontracted by the prime contractor. This is a Non-Exclusive Agreement.

ENTIRE AGREEMENT. This Agreement reflects the full and complete understanding of the parties and may be modified or amended only by a document in writing executed by all the parties, with the same formalities as this Agreement.

IN WITNESS WHEREOF, the parties to this Agreement for the provision of electrical services to the City of South Daytona have caused the same to be signed by their duly authorized representatives on the dates indicated below.

ATTEST:

GILES ELECTRIC COMPANY, INC.

By: Tammy Doney
(Signature)

Name: Tammy Doney
(Print Name)

Title: HR

Dated: 5-14-13

By: Bradley S. Giles
(Signature)

Name: Bradley S. Giles
(Print Name)

Title: President

Dated: May 14, 2013

ATTEST:

CITY OF SOUTH DAYTONA

By: Debbie Fitz-Gerald
Name: Debbie Fitz-Gerald
Title: Deputy City Clerk

Dated: 05-14-13

By: George Fisk Locke, III
Name: George Fisk Locke, III
Title: Mayor

Dated: 05-14-13

By: Joseph W. Yarbrough
Name: Joseph W. Yarbrough
Title: City Manager

Dated: 5/14/13

EXHIBIT A - SERVICE RATES

	Journeyman Only ⁵	Crew ⁶
Service Call - Hourly Labor Rates ^{1,2}		
Monday thru Friday During Regular Business Hours (7:30 am to 4:00 pm)	\$ 65	\$ 90
Monday thru Friday After Regular Business Hours, Saturdays and Sundays	\$ 97.50	\$ 135
Holidays (as defined by the City)	\$ 130	\$ 180
 Fire Alarm / Security / CCTV / Entry Systems - Hourly Labor Rates ^{1,2}		
Monday thru Friday During Regular Business Hours (7:30 am to 4:00 pm)	\$ 80	\$ 105
Monday thru Friday After Regular Business Hours, Saturdays and Sundays	\$ 120	\$ 157.50
Holidays (as defined by the City)	\$ 160	\$ 230
 Equipment Hourly Rates ^{1,2,3}		
Bucket Truck	\$ 55	\$ 55
Auger Truck	N/A ⁴	\$ 65
Scissor Lift	N/A ⁴	\$ 125 (25 ft)

Material Costs

Cost + 15 % ⁷

¹ Rates are per hour with a one hour minimum charge.

² Hourly rates are billed in ½ hour increments after the first hour.

³ Charged in addition to the journeyman and/or crew rate.

⁴ This piece of equipment requires a crew to operate.

⁵ Journeyman is defined as a Journeyman Wireman.

⁶ Crew is defined as a Journeyman plus one apprentice or helper.

⁷ Receipts for all materials used must be submitted with each invoice.



CITY OF PORT ORANGE PIGGYBACK AGREEMENT

This Piggyback Agreement is entered to this ____ day of _____, 2015, by and between the **CITY OF PORT ORANGE**, a Florida municipal whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **GILES ELECTRIC COMPANY ("CONTRACTOR")**, a Florida corporation whose principal address is 1700 South Segrave Street, South Daytona, FL 32119 (collectively "the Parties").

WHEREAS, on the 14th day of May, 2013, the City of South Daytona entered into a Contract with Giles Electric Company, pursuant to Request for Proposals No. 13-001 (the "South Daytona Agreement"); and

WHEREAS, by entering into this Piggyback Agreement, Contractor agrees to honor the terms of the South Daytona Agreement for the acquisition of electrical services for the City of Port Orange; and

WHEREAS, the South Daytona Agreement provides for an initial term commencing on May 14, 2013 and continuing until May 13, 2018 with one (1) optional three (3) year renewal; and

WHEREAS, a copy of Request for Proposals No. 13-001: Electrical Services and the South Daytona Agreement are available in the Office of the City Clerk, City Hall, 1000 City Center, Port Orange, Florida 32129; and

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

For good and valuable consideration, conditions and promises, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Initial Term.** Notwithstanding the date of execution by the City and Contractor, the initial term of this Contract shall be effective commencing on the last date this Contract is signed by the Parties, and continuing until May 13, 2018.
2. **Renewals.** Upon written agreement of the Parties and appropriation by City Council, this Contract may be renewed for one (1) additional three (3) year period, subject to renewal of the South Daytona Agreement and appropriation by City Council for the then current Fiscal Year. The term of this Contract shall be automatically extended at the end of the initial term for three (3) years unless either party notifies the other, in writing, at least ninety (90) days prior to the end of the yearly period then in effect that the Contract shall not be extended.
3. **Contractor Obligation.** Contractor agrees to provide labor, equipment and materials for full electrical service to the City at the prices set forth in the South Daytona Agreement, except as modified herein. Contractor agrees that all pricing shall remain valid for the duration of this Agreement. Contractor shall not deliver goods or services without a written purchase order, signed by an authorized agent of the City of Port Orange. Contractor shall cause goods to be delivered to the City in the most expedient, cost effective manner. All items shall be shipped to the City of Port Orange designated facility identified in each purchase order, FOB Inside Delivery. Contractor shall bear the risk of loss for goods delivered under this Contract from the time of shipping to the City until delivered at the destination specified by the City for delivery.
4. **Authorization for Services.** This Contract standing alone does not authorize the purchase of labor, equipment and materials for full electrical service or require the City to place any orders for labor, equipment and

materials for full electrical service. Exhibit "1" attached hereto is for informational purposes only, and no order shall be commenced until issuance of a written Purchase Order from the City to the Contractor at the direction of the City Manager.

The City makes no covenant or promise as to the number of available projects, nor that Contractor will provide any goods nor perform any work or services for the City during the life of this Contract. The City reserves the right to contract with other parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

5. City Obligations. The City agrees to compensate Contractor at the prices set forth in the South Daytona Agreement pursuant to an amount subject to a limit up to but not to exceed Forty-Five Thousand and 00/100 Dollars (\$45,000.00) during the term of this Contract. The City shall make payment on all invoices in accordance with Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

6. Contract Documents. The following forms are attached as Exhibit "2" and must be completed, signed, witnessed and notarized as indicated, and returned to the City prior to the commencement of any services by Contractor under this Contract:

- (a) Front Page for Bond (F.S. § 255.05)
- (b) Certificate for Filing in Public Records
- (c) Combination Payment and Performance Bond (F.S. §255.05)

7. Contract Administration. The Department Head requesting service shall perform contract administration of this Contract. For notice provisions, see the paragraph entitled "Notice."

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

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

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. Contractor shall not commence work under this Agreement until the City has received a certificate or certificates of insurance and

endorsement evidencing the required insurance. Contractor shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change.

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

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

15. 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.

16. 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.

17. 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.

18. **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.

19. **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.

20. **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.

21. **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.

22. 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.

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

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

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

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

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Contractor shall include the provisions of the

foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

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

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

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

28. Additional Provisions

(a) As may have been outlined in the South Daytona 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 South Daytona Agreement to the "City of South Daytona" shall be construed to mean the "City of Port Orange."

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

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

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

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

Copy to: City of Port Orange
Attention: **Department Head Requesting Service**
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5500

Contractor: Giles Electric Company
Attention: Byron Overstreet, Vice President
1700 South Segrave Street
South Daytona, Florida 32119
(386) 767-5895 – Business Telephone
(386) 767-6260 – Business Facsimile
byron.overstreet@gileselectriccompany.com

Post Office Box 214176
South Daytona, Florida 32121-4176

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

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

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

[Remainder of this page intentionally left blank]

Witnesses:

GILES ELECTRIC COMPANY

By: _____

Bradley S. Giles

Printed Name: _____

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

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Bradley S. Giles, as President of Giles Electric Company, a Florida corporation, and who:

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Allen Green, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 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.

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

Witnesses:

ATTEST:

Printed Name: _____

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

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

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

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

[CA 4722]

EXHIBIT A - SERVICE RATES

	Journeyman Only ⁵	Crew ⁶
Service Call - Hourly Labor Rates ^{1,2}		
Monday thru Friday During Regular Business Hours (7:30 am to 4:00 pm)	\$ 65	\$ 90
Monday thru Friday After Regular Business Hours, Saturdays and Sundays	\$ 97.50	\$ 135
Holidays (as defined by the City)	\$ 130	\$ 180
 Fire Alarm / Security / CCTV / Entry Systems - Hourly Labor Rates ^{1,2}		
Monday thru Friday During Regular Business Hours (7:30 am to 4:00 pm)	\$ 80	\$ 105
Monday thru Friday After Regular Business Hours, Saturdays and Sundays	\$ 120	\$ 157.50
Holidays (as defined by the City)	\$ 160	\$ 230
 Equipment Hourly Rates ^{1,2,3}		
Bucket Truck	\$ 55	\$ 55
Auger Truck	N/A ⁴	\$ 65
Scissor Lift	N/A ⁴	\$ 125 (25 ft)

Material Costs

Cost + 15 % ⁷

¹ Rates are per hour with a one hour minimum charge.

² Hourly rates are billed in ½ hour increments after the first hour.

³ Charged in addition to the journeyman and/or crew rate.

⁴ This piece of equipment requires a crew to operate.

⁵ Journeyman is defined as a Journeyman Wireman.

⁶ Crew is defined as a Journeyman plus one apprentice or helper.

⁷ Receipts for all materials used must be submitted with each invoice.

Exhibit “2”

Payment and Performance Bond

(Exhibit “2” includes a total of 4 pages)

RETURN RECORDED DOCUMENT TO:

City Clerk
1000 City Center Circle
Port Orange, Florida 32129-4144

FRONT PAGE FOR BOND REQUIRED BY SECTION 255.05, F.S.

PAYMENT AND PERFORMANCE BOND

(Public Works)

Notice and Time Limitations Must Be In Accordance
With Section 255.05(2), (8) and (10), Florida Statutes

BOND NO. _____

PRINCIPAL:

Developer or Contractor: Giles Electric Company
Principal Business Address: 1700 South Segrave Street
South Daytona, Florida 32119
Contact Person: Byron Overstreet, Vice President
Phone Number: (386) 767-5895

SURETY:

Address: _____

Contact Person: _____
Phone Number: _____

OWNER:

City of Port Orange, Florida, a chartered municipal corporation
1000 City Center Circle
Port Orange, Florida 32129-4144
Contact Person: City Manager
Phone Number: (386) 506-5501

Amount: \$45,000.00

City Case/Project No. FY15/CC021715
(South Daytona PB/RFP No. 13-001)

Description of Work: Electrical Services

Project Location: Various locations in and around Port Orange, Volusia County, Florida
Port Orange, Volusia County, Florida

Legal Description: Locations within City of Port Orange, Florida for all public works identified by the contract administrator.

Front Page

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

CERTIFICATE FOR FILING IN PUBLIC RECORDS

PAYMENT AND PERFORMANCE BOND

(Public Works)

In Compliance with Section 255.05(1)(a) Florida Statutes

Bond No. _____

The Principal, Giles Electric Company, a Florida corporation, by and through its undersigned representative, does hereby certify that the attached:

Payment and Performance Bond No. _____,

is a true and correct copy of the fully executed financial guarantee delivered to:

CITY OF PORT ORANGE, FLORIDA

pursuant to Section 255.05, Florida Statutes; as Owner/Holder of the subject property in trust for the public, for the public construction project known as:

Electrical Services

located in Port Orange, Volusia County, Florida, and identified by the City of Port Orange as FY15/CC021715 (South Daytona PB/RFP No. 13-001).

All claimants are called upon to take notice of the notice requirements and time limitations prescribed by Sections 255.05(2), (8) and (10), Florida Statutes.

Contractor's Name and Address:

Giles Electric Company
1700 South Segrave Street
South Daytona, Florida 32119

By: _____
Bradley S. Giles, Vice President

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Certificate of Filing was acknowledged before me this _____ day of _____, 2015, by Bradley S. Giles, President of Giles Electric Company, a Florida corporation, the Principal named in the attached Payment and Performance **Bond No** _____.

Notary, please check one:

- ☐ Personally known to me
☐ Produced identification

Notary Public, State of Florida

Printed Name, Commission & Term Expiration Date:

RETURN RECORDED DOCUMENT TO:

City Clerk
1000 City Center Circle
Port Orange, Florida 32129-4144

Electrical Services

Name of Project

City Project No. FY15/CC021715
(South Daytona PB/RFP No. 13-001)

Bond No. _____

Space Reserved for Recording Data

**COMBINATION PAYMENT AND PERFORMANCE BOND
FOR**

PUBLIC CONSTRUCTION

per Section 255.05, Florida Statutes

Guaranty for Construction of Public Improvements

BY THIS BOND, We, **GILES ELECTRIC COMPANY** 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 **FORTY-FIVE THOUSAND AND 00/100 DOLLARS (\$45,000.00)**, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain Agreement for Services, having an effective date of _____, 2015, entered into by and between the Principal and the City, for Electrical Services, hereinafter referred to as the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and
3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract documents; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Notice of Nonpayment and Time Limitations

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.05(2), (8) and (10), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

IN WITNESS WHEREOF, this performance and payment bond is executed in duplicate originals, each of which shall be deemed an original, this _____, day of _____, 2015.

Attest:

GILES ELECTRIC COMPANY
(Principal)

(As to Corporate Principal) Secretary

By: _____
Bradley S. Giles, President

(Corporate Seal)

(Witness to Principal)

(Surety)

(Witness to Surety)

By: _____
Name: _____
(Attorney-in-Fact)

(Corporate Seal)

NOTE: Date of BOND must not be prior to date of Contract. If Developer/Principal is Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/17/2015

Consent item: Yes

SUBJECT: Award of Bid #14-27 South Spruce Creek Rd Trail from Central Park Blvd North to Taylor Rd

DEPARTMENT: Community Development

RECOMMENDED MOTION: Motion to award Bid No. 14-27 South Spruce Creek Rd Trail from Central Park Blvd north to Taylor Rd to Sparks Concrete, LLC in the amount of \$313,696.41 and authorize the Mayor and City Clerk to sign and execute all contract documents.

SUMMARY: The sidewalk improvements are a Local Agency Project (LAP) that is funded by the FDOT with a 10% cost sharing agreement with the City of Port Orange.

Six bids were opened and evaluated by City staff on January 20, 2015 and deemed responsive. Of the six bids, Sparks Concrete LLC submitted the lowest bid of \$313,696.41. City staff and the City's engineering consultant Traffic Engineering Data Solutions, Inc. (TEDS) have worked with Sparks Concrete, LLC in the past, and find their work to be satisfactory, with thorough knowledge in the areas of work associated with this project. Based upon evaluation of the bids, it is recommended that the contract be awarded to Sparks Concrete, LLC in the amount of \$313,696.41. In addition, the FDOT has provided their concurrence with the recommendation to award this project to Sparks Concrete, LLC.

Project Funding Account No.: 312-4300-541-6397 & (Grants) 312-4310-
No.: OMI014 541-6397

ATTACHMENTS:

1.	Engineer's Bid Tab Letter	Engineers - Bid Tabulation Letter (#14-27).pdf
2.	Sparks Envelope 1	14-27 Envelope #1 - Sparks Concrete LLC.pdf
3.	Sparks Bid (Envelope 2)	14-27 Envelope #2 - Sparks Concrete LLC.pdf

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

Created/Initiated - 02/02/2015
Approved - 02/02/2015
Approved - 02/05/2015
Final Approval - 02/05/2015



VIA E-MAIL: kho@port-orange.org

Ref: 10590 (TA #01)

January 21, 2015

Mr. Kenny Ho, P.E.
Community Development Engineer
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

Re: Bid # 14-27
S SPRUCE CREEK RD FROM CENTRAL PARK BLVD N TO TAYLOR RD
(FPID 430079-1-58-01)

Dear Kenny:

Traffic Engineering Data Solutions, Inc. (TEDS) has reviewed the **six (6)** bids that were received by the City of Port Orange on **January 20, 2015** for the above referenced project, which are summarized below:

	Bidder	Amount	% of Engineer's Estimate
1)	Sparks Concrete, LLC	\$313,696.41	100.02%
2)	Tomoka Construction Services, Inc.	\$374,730.70	119.48%
3)	Atlantic Civil Constructors Corp	\$401,765.48	128.10%
4)	Masci Corporation	\$415,351.49	132.43%
5)	MCG Services, LLC	\$444,249.58	141.64%
6)	Design Build Engineers & Contractors (DBEC)	\$856,010.00	272.92%

All bids were deemed responsive based on review of the contents contained in the first envelope. The attached certified bid tabulation provides a comparison of each of the bid items to the amounts that were contained in our Engineer's Opinion of Probable Costs (EOPC). With exception of the bid from Design Build Engineers & Contractors (DBEC), at 272.92% of the EOPC, all bids appeared to be relatively balanced.

As shown in **RED** on the certified bid tabulation, we note that the unit price for *Bid Item 711-16-211 THERMOPLASTIC, STD-OTH, YELLOW, SOLID, 6"* appears to have inadvertently been entered as \$300.00/NM net mile on the bid received from Sparks Concrete, LLC. However, it is relatively clear that this bidder intended for the full bid amount to be only \$300.00 in total, which would suggest a bid unit price of **\$9,375.00/NM** as shown on the tabulation. We note that the bid amount for this item would only total \$9.06 if \$300/NM was actually the intended unit price.

Based on the bids received, and confirmation of the unit price in question above, we recommend the City award the project to **Sparks Concrete, LLC** as the low bidder. We have completed several projects of similar scope with this contractor in the past, and they have successfully performed on each.

Please feel free to call with any questions.

Sincerely,

TRAFFIC ENGINEERING DATA SOLUTIONS, INC.



Mikal Reed Hale, P.E.
Vice President / Sr. Project Manager

Enclosures: Certified Bid Tabulation

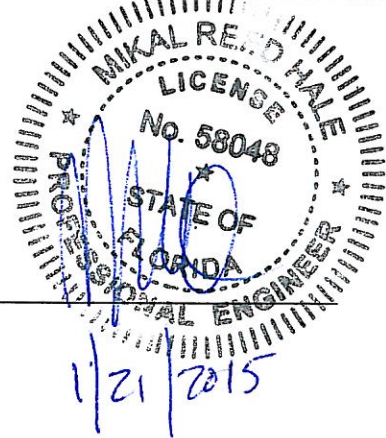
Traffic Engineering Data Solutions, Inc.



Bid Tabulation for: Bid # 14-27 - S SPRUCE CREEK RD FROM CENTRAL PARK BLVD N TO TAYLOR RD (FPID 430079-1-58-01)

Bid Opening: 01/20/2015 (Envelope #1 - 10:00AM / Envelope #2 - 2:00PM)

Shared Use Recreational Path				Engineer's Estimate		Sparks Concrete, LLC		Tomoka Construction Services, Inc.		Atlantic Civil Constructors Corp		Masci Corporation		MCG Services, LLC		Design Build Engineers & Contractors (DBEC)	
Bid Item Number	Description	Quantity	Unit	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount
101-1	MOBILIZATION	1	LS	\$14,519.85	\$14,519.85	\$500.00	\$500.00	\$33,404.00	\$33,404.00	\$28,689.09	\$28,689.09	\$49,550.00	\$49,550.00	\$54,850.58	\$54,850.58	\$30,000.00	\$30,000.00
102-1	MAINTENANCE OF TRAFFIC	1	LS	\$8,711.91	\$8,711.91	\$1,900.00	\$1,900.00	\$12,000.00	\$12,000.00	\$19,986.00	\$19,986.00	\$12,390.00	\$12,390.00	\$13,650.00	\$13,650.00	\$30,000.00	\$30,000.00
104-10-3	SEDIMENT BARRIER	4355	LF	\$1.00	\$4,355.00	\$0.90	\$3,919.50	\$1.75	\$7,621.25	\$0.89	\$3,875.95	\$1.00	\$4,355.00	\$2.00	\$8,710.00	\$1.00	\$4,355.00
104-18	INLET PROTECTION SYSTEM	12	EA	\$77.64	\$931.68	\$95.00	\$1,140.00	\$250.00	\$3,000.00	\$113.05	\$1,356.60	\$175.00	\$2,100.00	\$150.00	\$1,800.00	\$400.00	\$4,800.00
110-1-1	CLEARING AND GRUBBING	3.339	AC	\$9,218.67	\$30,781.14	\$1,049.00	\$3,502.61	\$11,000.00	\$36,729.00	\$20,517.71	\$68,508.63	\$15,490.00	\$51,721.11	\$19,000.00	\$63,441.00	\$6,000.00	\$20,034.00
110-4	REMOVAL OF EXISTING CONCRETE PAVEMENT	66	SY	\$19.00	\$1,254.00	\$20.00	\$1,320.00	\$40.00	\$2,640.00	\$29.63	\$1,955.58	\$12.00	\$792.00	\$30.00	\$1,980.00	\$12.00	\$792.00
110-7-1	MAILBOX, F&I SINGLE	4	EA	\$110.00	\$440.00	\$75.00	\$300.00	\$140.00	\$560.00	\$194.14	\$776.56	\$200.00	\$800.00	\$100.00	\$400.00	\$50.00	\$200.00
120-1	REGULAR EXCAVATION	827	CY	\$4.68	\$3,870.36	\$3.00	\$2,481.00	\$10.00	\$8,270.00	\$41.04	\$33,940.08	\$19.50	\$16,126.50	\$12.00	\$9,924.00	\$40.00	\$33,080.00
120-6	EMBANKMENT	204	CY	\$6.48	\$1,321.92	\$7.00	\$1,428.00	\$10.00	\$2,040.00	\$19.32	\$3,941.28	\$17.90	\$3,651.60	\$14.50	\$2,958.00	\$40.00	\$8,160.00
425-1910	INLETS, CLOSED FLUME	3	EA	\$3,527.33	\$10,581.99	\$375.00	\$1,125.00	\$3,300.00	\$9,900.00	\$6,659.43	\$19,978.29	\$3,900.00	\$11,700.00	\$3,000.00	\$9,000.00	\$3,000.00	\$9,000.00
425-6	VALVE BOX, ADJUST	6	EA	\$390.00	\$2,340.00	\$60.00	\$360.00	\$250.00	\$1,500.00	\$182.18	\$1,093.08	\$200.00	\$1,200.00	\$50.00	\$300.00	\$500.00	\$3,000.00
430-830	PIPE FILLING AND PLUGGING - PLACE OUT OF SERVICE	1	CY	\$189.53	\$189.53	\$275.00	\$275.00	\$1,000.00	\$1,000.00	\$1,866.34	\$1,866.34	\$350.00	\$350.00	\$500.00	\$500.00	\$1,000.00	\$1,000.00
515-1-2	PIPE HANDRAIL - GUIDERAIL, ALUMINUM	54	LF	\$40.49	\$2,186.46	\$65.00	\$3,510.00	\$46.00	\$2,484.00	\$40.00	\$2,160.00	\$145.00	\$7,830.00	\$30.00	\$1,620.00	\$80.00	\$4,320.00
520-1-10	CONCRETE CURB & GUTTER, TYPE F	1,187	LF	\$16.75	\$19,882.25	\$25.00	\$29,675.00	\$19.90	\$23,621.30	\$15.55	\$18,457.85	\$17.50	\$20,772.50	\$20.00	\$23,740.00	\$25.00	\$29,675.00
520-2-5	CONCRETE CURB, RIBBON CURB REPAIR/REPLACE	422	LF	\$15.59	\$6,578.98	\$19.00	\$8,018.00	\$9.75	\$4,114.50	\$30.68	\$12,946.96	\$17.50	\$7,385.00	\$18.00	\$7,596.00	\$25.00	\$10,550.00
522-1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	5,049	SY	\$30.08	\$151,884.02	\$36.50	\$184,288.50	\$26.70	\$134,808.30	\$24.66	\$124,508.34	\$29.35	\$148,188.15	\$31.50	\$159,043.50	\$80.00	\$403,920.00
522-2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	421	SY	\$38.89	\$16,371.85	\$42.00	\$17,682.00	\$38.70	\$16,292.70	\$31.91	\$13,434.11	\$38.20	\$16,082.20	\$35.00	\$14,735.00	\$130.00	\$54,730.00
527-2	DETECTABLE WARNINGS	496	SF	\$25.79	\$12,791.84	\$18.50	\$9,176.00	\$25.00	\$12,400.00	\$25.00	\$12,400.00	\$24.55	\$12,176.80	\$18.00	\$8,928.00	\$300.00	\$148,800.00
570-1-2	PERFORMANCE TURF, SOD	10,736	SY	\$1.55	\$16,640.80	\$3.00	\$32,208.00	\$4.40	\$47,238.40	\$2.18	\$23,404.48	\$2.95	\$31,671.20	\$4.25	\$45,628.00	\$2.00	\$21,472.00
635-2-40	PULL & SPLICE BOX, RELOCATE	1	EA	\$492.22	\$492.22	\$900.00	\$900.00	\$1,500.00	\$1,500.00	\$250.00	\$250.00	\$1,750.00	\$1,750.00	\$150.00	\$150.00	\$500.00	\$500.00
700-1-11	SINGLE POST SIGN, F&I, GROUND MOUNT, UP TO 12SF	16	AS	\$252.08	\$4,033.28	\$125.00	\$2,000.00	\$291.25	\$4,660.00	\$285.00	\$4,560.00	\$375.00	\$6,000.00	\$500.00	\$8,000.00	\$1,000.00	\$16,000.00
700-1-50	SINGLE POST SIGN, RELOCATE	6	AS	\$105.62	\$633.72	\$75.00	\$450.00	\$65.00	\$390.00	\$75.00	\$450.00	\$150.00	\$900.00	\$50.00	\$300.00	\$800.00	\$4,800.00
700-1-60	SINGLE POST SIGN, REMOVE	3	AS	\$15.18	\$45.54	\$65.00	\$195.00	\$50.00	\$150.00	\$25.00	\$75.00	\$55.00	\$165.00	\$25.00	\$75.00	\$500.00	\$1,500.00
711-11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12"	874	LF	\$1.82	\$1,590.68	\$4.50	\$3,933.00	\$3.75	\$3,277.50	\$1.65	\$1,442.10	\$2.50	\$2,185.00	\$3.00	\$2,622.00	\$8.00	\$6,992.00
711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24"	264	LF	\$3.50	\$924.00	\$8.00	\$2,112.00	\$6.25	\$1,650.00	\$3.00	\$792.00	\$5.50	\$1,452.00	\$5.75	\$1,518.00	\$10.00	\$2,640.00
711-16-211	THERMOPLASTIC, STD-OTH, YELLOW, SOLID, 6"	0.032	NM	\$1,259.66	\$40.31	\$9,375.00	\$300.00	\$6,500.00	\$208.00	\$4,480.00	\$143.36	\$8,990.00	\$287.68	\$6,500.00	\$208.00	\$20,000.00	\$640.00
711-11-124	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18"	41	LF	\$2.65	\$108.65	\$5.25	\$215.25	\$5.00	\$205.00	\$1.85	\$75.85	\$4.25	\$174.25	\$6.00	\$246.00	\$20.00	\$820.00
711-17	THERMOPLASTIC, REMOVE EXISTING THERMO PAVT MARKINGS	423	SF	\$0.34	\$143.82	\$1.85	\$782.55	\$7.25	\$3,066.75	\$1.65	\$697.95	\$8.50	\$3,595.50	\$5.50	\$2,326.50	\$10.00	\$4,230.00
Shared Use Recreational Path Total					\$313,645.79		\$313,696.41		\$374,730.70		\$401,765.48		\$415,351.49		\$444,249.58		\$856,010.00



Mikal Reed Hale
FL PE 58048

SECTION 00130

BIDDER'S ACKNOWLEDGEMENT FORM



City of Port Orange

Purchasing Division
1000 City Center Circle
Port Orange, Florida 32129
Telephone (386) 506-5704
Fax (386) 756-5376

BID No. 14-27
S SPRUCE CREEK RD FROM
CENTRAL PARK BLVD N TO TAYLOR RD

FINANCIAL PROJECT ID: 430079-1-58-01
FEDERAL AID NUMBER: 8886-520-A

Bid Release: November 26, 2014
Mandatory Pre-Bid Meeting: December 18, 2014 at 10:00 a.m.
All Questions Due: January 6, 2015 at 5:00 p.m.
Bids Due (Envelopes #1 & #2): January 20, 2015 at 10:00 a.m.

Proposals Received After the Due Date And Time Will Not Be Accepted.

If returning as a "No Bid", please state reason (s): N/A

BIDDER'S NAME: Sparks Concrete, LLC

BIDDER'S MAILING ADDRESS: 4106 So. Nova Rd.

CITY-STATE-ZIP: Port Orange, FL 32127

PHONE NUMBER: 386-760-1002 EMAIL: sparksconcrete@cf1.fl.or.com

ACKNOWLEDGMENT OF ADDENDA: (You must circle correct # of addenda issued) 1 2 3 4 5 6

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. In submitting a bid to the City of Port Orange, the bidder offers and agrees that if the bid is accepted, the bidder will convey, assign or transfer to the City of Port Orange all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Port Orange. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the bidder.

X Doreen Sparks
AUTHORIZED SIGNATURE (MANUAL)

Doreen Sparks
NAME (TYPED)

Office Manager
TITLE

1-19-15
DATED

SECTION 00150

BIDDER'S SUBMITTAL CHECKLIST



City of Port Orange

Purchasing Division
1000 City Center Circle
Port Orange, Florida 32129
Telephone (386) 506-5704
Fax (386) 756-5376

BID No. 14-27
S SPRUCE CREEK RD FROM
CENTRAL PARK BLVD N TO TAYLOR RD

FINANCIAL PROJECT ID: 430079-1-58-01
FEDERAL AID NUMBER: 8886-520-A

This checklist is for the Bidder's use in preparing their Bid. It is not intended to include all details necessary to prepare a bid and it is not intended as a substitute for the requirements of the Specifications. Use of this checklist does not relieve the Bidder from the responsibility of meeting all requirements of the Specifications concerning the preparation of an acceptable bid.

Envelope #1 - Forms

(1) original, (4) copies, and (1) CD version of the bid tabbed, indexed, and placed in the following order:

1. ☒ Bidder's Acknowledgement Form (Section 00130)
2. ☐ Bidder's Submittal Checklist (Section 00150)
3. ☒ Required Bidder Qualification Statement with Supporting Data (Section 00320)
4. ☒ List of Proposed Subcontractors (Section 00330)
5. ☒ List of Previous Project Experience with References (Section 00331)
6. ☒ Bid Bond Penal Sum Form (Section 00430)
7. ☒ Public Entity Crimes Statement (Section 00470)
8. ☒ Trench Safety Affidavit (Section 00475)
9. ☒ Anti-Collusion Statement (Section 00480)
10. ☒ Drug Free Preference Statement (Section 00485)
11. ☒ LAP Certification of Current Capacity (FDOT Form 525-010-46) (Section 00490)
12. ☒ Certification for Disclosure of Lobbying Activities on Federal Aid Contracts (FDOT Form 375-030-33) (Section 00491)
13. ☒ Disclosure of Lobbying Activities (FDOT Form 375-030-34) (Section 00492)
14. ☒ Non-Collusion Declaration and Compliance with 49 CFR §29 (FDOT Form 575-060-13) (Sec. 00493)
15. ☒ Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Federal Aid Contracts (FDOT Form 375-030-32) (Section 00494)
16. ☒ Affidavit Regarding Workers' Compensation (Section 00660)
17. ☒ Certificate of Insurance for Workers' Compensation (Section 00665)

SECTION 00150

BIDDER'S SUBMITTAL CHECKLIST

Envelope #2 - Price

(1) original, (4) copies, and (1) CD version of the bid tabbed, indexed, and placed in the following order:

1. ☒ Bid Form (Section 00410) *

* NOTE * Duplicate copies of items referenced within **Article 7 – ATTACHMENTS TO THIS BID** of **Sec. 00410 - Bid Form** that were included in Envelope #1 do not need to be included in Envelope #2.

SECTION 00320

REQUIRED BIDDER QUALIFICATION STATEMENT WITH SUPPORTING DATA

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 Sparks Concrete, LLC
- B. Permanent main office address 4106 So. Nova Rd. Port Orange, FL 32127
- C. When organized 5-05
- D. If a corporation, where incorporated Florida
- E. How many years have you been engaged in the contracting business under your present firm or trade name? 9.5 years
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.) Auto Zone in Port Orange \$49,900 completed mid Feb. 2015
- G. General character of work performed by your company. Top quality work completed in a timely manner.
- H. Have you ever failed to complete any work awarded to you? If so, where and why? No.
- I. Provide list of any lawsuits or judgments filed by or against your company in the last three years, indicating the nature and outcome. None.
- J. Have you ever defaulted on a contract? If so, where and why? No.
- K. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed. Ridge Shared Path #425,000 (03-14), Safe Route to Schools #311,515 (5-14)
- L. List your major equipment currently owned or leased Concrete Batch Plant (Portable), Concrete trucks, Dump truck, Flat bed truck, Skid loader (2)
- M. Experience in construction work similar in type to this project. 30 year experience.
- N. Background and experience of the principal members of your organization, including the officers Billy Sparks - owner (30 years), Doreen Sparks - Office manager (10 yrs)
- O. Credit available: \$ 500,000
- P. Give bank reference: Bank of America
- Q. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? yes.
- R. 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.

SECTION 00320

Dated at 5:30pm this 18 day of Jan., 20 15.

Sparks Concrete, LLC / Doreen Sparks
Name of Bidder office manager

By: Office Manager
Title

State of Florida

County of Volusia

Doreen Sparks being duly sworn deposes and says that
he is the Office Manager of Sparks Concrete and that
the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this 18 day of Jan., 20 15.

Jennifer Porter
Notary Public

My commission expires:

8/7/15



JENNIFER C. PORTER
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE119581
Expires 8/7/2015

END OF SECTION

SECTION 00330

LIST OF PROPOSED 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. Upon approval of subcontractors listed the successful bidder shall not substitute subcontractors without approval from the City of Port Orange. Bidder shall attach additional sheets as necessary.

SUBCONTRACTOR	COMPANY NAME	REFERENCES
Underground Utilities	Mullins Underground, Inc.	1) A+C Hydraulics Al Cambell 2) City of Port Orange Fred Griffin 3) Pardus Construction Dan Pardus
		1) 2) 3)
		1) 2) 3)
		1) 2) 3)
		1) 2) 3)
		1) 2) 3)

END OF SECTION

SECTION 00331

LIST OF PREVIOUS PROJECT EXPERIENCE WITH REFERENCES

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) project references 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	Ridge Blvd Shared-Use Path	City of South Daytona	Constructed sidewalk, curb, gutter. Excavated tree removal \$ 425 000	Les Gillis 386-322-3083	10-30-13 to 03-14
2	Safe Route to School Sidewalks	City of Port Orange	Removed tree roots - Constructed sidewalk, sod laid, Irrigation repair, Removal + Relocate signs	Kenny Ho 386-5065000 \$311,515	11-13 05-14
3	Citywide Concrete work	City of Edgewater	Removal + Replace concrete citywide	Tommy Smith 386-424-2476	2012 ongoing

END OF SECTION

SECTION 00430

PENAL SUM FORM

Executed in 1 Counterpart

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

Sparks Concrete, LLC
4 Holly Fern Chase
Ormond Beach, FL 32174

SURETY (Name and Address of Principal Place of Business):

Merchants Bonding Company
2100 Fleur Drive
Des Moines, IA 50321-1158

OWNER (Name and Address):

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

BID

Bid Due Date: January 20, 2015

Description (Project Name and Include Location):

S SPRUCE CREEK RD FROM CENTRAL PARK BLVD N TO TAYLOR RD (Sta. 1+50.47 to Sta. 53+89.36)

BOND

Bond Number: N/A

Date (Not earlier than Bid due date):

Penal sum Five Percent of Amount Bid -----

(Words)

\$ ---5%---

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Sparks Concrete, LLC

(Seal)

Bidder's Name and Corporate Seal

By:

Signature

Print Name

Title

Attest:

Signature

Title

SURETY

Merchants Bonding Company

(Seal)

Surety's Name and Corporate Seal

By:

Signature (Attach Power of Attorney)

Don Bramlage

Print Name

Attorney-In-Fact & FL Licensed Resident Agent

Title

Attest:

Signature

Anita Navarra, Witness

Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

SECTION 00430

PENAL SUM FORM

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations duly organized under the laws of the State of Iowa (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint, Individually,

Cheryl Foley; Don Bramlage; Gloria A Richards; Jeffrey W Reich; Kim E Niv; Leslie M Donahue; Lisa Roseland; Patricia L Slaughter; Susan L Reich; Teresa L Durham

of Maitland and State of Florida their true and lawful Attorney-in-Fact, with full power and authority hereby conferred in their name, place and stead, to sign, execute, acknowledge and deliver in their behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

EIGHT MILLION (\$8,000,000.00) DOLLARS

and to bind the Companies thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Companies, and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of the Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

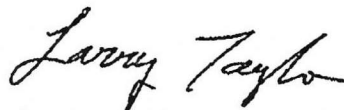
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 4th day of August, 2014.



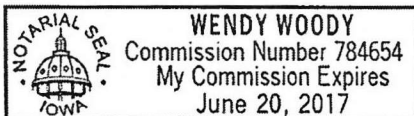
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By 
President

STATE OF IOWA
COUNTY OF POLK ss.

On this 4th day of August, 2014, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument is the Corporate Seal of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.



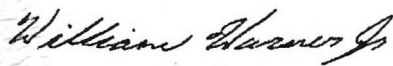
Notary Public, Polk County, Iowa

STATE OF IOWA
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 20th day of January, 2015




Secretary

POA 0014 (7/14)

SECTION 00470

PUBLIC ENTITY CRIME STATEMENT

STATE OF FLORIDA §

COUNTY OF VOLUSIA §

Before me, the undersigned authority, personally appeared affiant Doreen Sparks, 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.

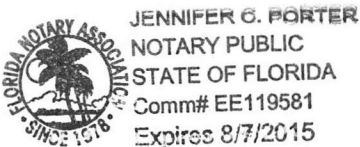
FURTHER AFFIANT SAYETH NAUGHT

Name of Firm: Sparks Concrete, LLC

By: Doreen Sparks, Office Manager
Name and Title

Date: 1-18-15

The foregoing instrument was acknowledged before me this 18th day of Jan, 2015
by Doreen Sparks, as Office Manager of Sparks Concrete
and who: ☐ is personally known to me; or ☒ has produced _____
as identification.



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

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: Sparks Concrete, LLC

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

TITLE: Office manager

ADDRESS: 4106 So. Nova Rd

CITY AND STATE: Port Orange, FL 32127

TELEPHONE: 386-760-1002

COMPLETION TIME: 120 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)

END OF SECTION

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, which are equal with respect to price, quality, and service are received by the State or by any political subdivision 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 or, 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 satisfaction 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 this section.

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

Name of Firm: Sparks Concrete, LLC

By: Doreen Sparks / Office manager
Name and Title

Date: 1-18-15

SECTION 00485

The foregoing instrument was acknowledged before me this 18th day of Jan., 2015
by Doreen Sparks, as Office Manager of Sparks Concrete, Inc
and who: ☐ is personally known to me; or ☒ has produced _____
as identification.



JENNIFER C. PORTER
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE119581
Expires 8/7/2015

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

END OF SECTION

SECTION 00490
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LAP CERTIFICATION OF CURRENT CAPACITY

525-010-46
PRODUCTION SUPPORT
12/09
Page 1 of 2

CONFIDENTIAL

For bids to be received on January 20, 2015
(Letting Date)

Fill in your FDOT Vendor Number VF <u>203354940</u> (Only applicable to FDOT pre-qualified contractors)

CERTIFICATE

I hereby certify that the amount of any proposal submitted by this bidder for the above letting does not exceed the amount of the Firm's CURRENT CAPACITY (maximum capacity rating less total uncompleted work).

The total uncompleted work as shown on
the "Status of Contracts on Hand" report (page 2)

\$ 49,900

I further certify that the "Status of Contracts on Hand" report (page 2) was prepared as follows:

1. If the letting is before the 25th day of the month, the certificate and report reflect the uncompleted work as of the 15th day of the month, last preceding the month of the letting.
2. If the letting is after the 25th day of the month, the certificate and report reflects the uncompleted work in progress as of the 15th day of the month of the letting.
3. All new contracts (and subcontracts) awarded earlier than five days before the letting date are included in the report and charged against our total rating.

I certify that the information above is correct.

Sworn to and subscribed this 18th day
of January, 20 15

Sparks Concrete, LLC
NAME OF FIRM
By: Doreen Sparks
Office manager
Title

00490-1

SECTION 00491
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES
ON FEDERAL-AID CONTRACTS
(Compliance with 49CFR, Section 20.100 (b))

375-030-33
PROCUREMENT
10/01

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal 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 contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal 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 of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant: Sparks Concrete, LLC
By: Doreen Sparks Date: 1-18-15
Authorized Signature: Doreen Sparks
Title: office manager

SECTION 00492
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34
PROCUREMENT
04/14

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For Material Change Only: Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, if known: _____ _____ _____ Congressional District, if known: 4c _____		5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ _____ _____ Congressional District, if known: _____
6. Federal Department/Agency: _____ _____		7. Federal Program Name/Description: _____ _____ CFDA Number, if applicable: _____
8. Federal Action Number, if known: _____		9. Award Amount, if known: \$ _____
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i> _____ _____ _____		b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> _____ _____ _____
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature: <u>Doreen Sparks</u> Print Name: <u>Doreen Sparks</u> Title: <u>Office manager / Sparks Concrete, LLC</u> Telephone No. <u>386-760-1002</u> Date (mm/dd/yyyy): <u>01/18/2015</u>
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

00492-1

SECTION 00493
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
NON-COLLUSION DECLARATION AND
COMPLIANCE WITH 49 CFR § 29

575-060-13
RIGHT OF WAY
05/01
Page 1 of 3

ITEM/SEGMENT NO.: 430079-1-58-01/#14-27
F.A.P. NO.: 8886-520-A
MANAGING DISTRICT: 5
PARCEL NO.: 430079-1-58-01
COUNTY OF: Volusia
BID LETTING OF: January 20, 2015

I, Doreen Sparks, hereby declare that I am
(NAME)
Office Manager of Sparks Concrete, LLC
(TITLE) (FIRM)
of Port Orange, FL.
(CITY AND STATE)

and that I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid on this State Project.

I further declare that:

1. The prices(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.
3. No attempt has been made or will be made to solicit, cause or induce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this Declaration.
8. As required by Section 337.165, Florida Statutes, the firm has fully informed the Department of Transportation in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(1)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.

00493-1

SECTION 00493

575-060-13
RIGHT OF WAY
05/01
Page 2 of 3

9. I certify that, except as noted below, neither my firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of Federal funds:

- (a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR §29.110(a), by any Federal department or agency;
- (b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against him or her for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government transaction or public contract; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- (c) is presently indicted for or otherwise criminally or civilly charged by a Federal, State or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and
- (d) has within a three-year period preceding this certification had one or more Federal, State or local government public transactions terminated for cause or default.

10. I(We), certify that I(We), shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract by any Federal Agency unless authorized by the Department.

Where I am unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (10), I have provided an explanation in the "Exceptions" portion below or by attached separate sheet.

EXCEPTIONS:

(Any exception listed above will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of agency action. Providing false information may result in criminal prosecution and/or administrative sanctions.)

I declare under penalty of perjury that the foregoing is true and correct.

CONTRACTOR: Sparks Concrete, LLC (Seal)

BY: Doreen Sparks, Office manager
NAME AND TITLE PRINTED

WITNESS: Jennifer Porter

BY: Doreen Sparks
SIGNATURE

WITNESS: Jenna Sappford

Executed on this 18th day of Jan., 2015

**FAILURE TO FULLY COMPLETE AND EXECUTE THIS DOCUMENT
MAY RESULT IN THE BID BEING DECLARED NONRESPONSIVE**

00493-2

SECTION 00494
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION FOR FEDERAL
AID CONTRACTS**
(Compliance with 49CFR, Section 29.510)
(Appendix B Certification]

375-030-32
PROCUREMENT
10/01

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant: Sparks Concrete, LLC

By Joe Sparks
Authorized Signature

Date: 1-18-15

Title: Office Manager

Instructions for Certification

1. By signing and submitting this certification with the proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted. If at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms 'covered transaction', 'debarred', 'suspended', 'ineligible', 'lower tier covered transaction', 'participant', 'person', 'primary covered transaction', 'principal', 'proposal', and 'voluntarily excluded', as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Appendix B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department may pursue available remedies, including suspension and/or debarment.

00494-1

SECTION 00660

AFFIDAVIT REGARDING WORKERS' COMPENSATION

State of: Florida

County of: Volusia

Doreen Sparks
Sparks Concrete, LLC being duly sworn according to law, deposes and says
(it, he, they) have accepted the Worker's Compensation laws of the State of Florida, with its
supplements and amendments and has insured (its, his, their) liability there under in accordance
with the terms of said Laws with the Plymouth Ins. Company, under the terms of
WC 71949
Policy No. 126616 for a period from January 1, 2015 to January 1, 2016

WITNESS: Jenna Lapsford

CONTRACTOR: Sparks Concrete, LLC

By Doreen Sparks

Title Office Manager

Sworn to and subscribed before me this 18 day of January 2015.

My Commission Expires:

Jennifer Porter
Notary Public



JENNIFER C. PORTER
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE119581
Expires 8/7/2015

END OF SECTION

CERTIFICATE OF LIABILITY INSURANCE						Date 1/12/2015	
Producer: Plymouth Insurance Agency 2739 U.S. Highway 19 N. Holiday, FL 34691 (727) 938-5562				This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.			
Insured: South East Personnel Leasing, Inc. & Subsidiaries 2739 U.S. Highway 19 N. Holiday, FL 34691				Insurers Affording Coverage		NAIC #	
Insurer A: Lion Insurance Company				11075		Insurer B:	
Insurer C:				Insurer D:		Insurer E:	
Coverages							
The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.							
INSR LTR	ADDL INSRD	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Limits	
		GENERAL LIABILITY ☐ Commercial General Liability ☐ Claims Made ☐ Occur General aggregate limit applies per: ☐ Policy ☐ Project ☐ LOC				Each Occurrence	\$
						Damage to rented premises (EA occurrence)	\$
						Med Exp	\$
						Personal Adv Injury	\$
						General Aggregate	\$
						Products - Comp/Op Agg	\$
		AUTOMOBILE LIABILITY ☐ Any Auto ☐ All Owned Autos ☐ Scheduled Autos ☐ Hired Autos ☐ Non-Owned Autos				Combined Single Limit (EA Accident)	\$
						Bodily Injury (Per Person)	\$
						Bodily Injury (Per Accident)	\$
						Property Damage (Per Accident)	\$
		EXCESS/UMBRELLA LIABILITY ☐ Occur ☐ Claims Made ☐ Deductible				Each Occurrence	
						Aggregate	
A		Workers Compensation and Employers' Liability Any proprietor/partner/executive officer/member excluded? NO If Yes, describe under special provisions below.	WC 71949	01/01/2015	01/01/2016	☒ WC Statutory Limits	OTH-ER
						E.L. Each Accident	\$1,000,000
						E.L. Disease - Ea Employee	\$1,000,000
						E.L. Disease - Policy Limits	\$1,000,000
Other			Lion Insurance Company is A.M. Best Company rated A- (Excellent). AMB # 12616				
Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions:							
Coverage only applies to active employee(s) of South East Personnel Leasing, Inc. & Subsidiaries that are leased to the following "Client Company":						Client ID: 41-65-117	
Sparks Concrete, LLC							
Coverage only applies to injuries incurred by South East Personnel Leasing, Inc. & Subsidiaries active employee(s), while working in FL.							
Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity.							
A list of the active employee(s) leased to the Client Company can be obtained by faxing a request to (727) 937-2138 or by calling (727) 938-5562.							
Project Name:							
FAX: 386-677-2586 & 386-506-5699 / ISSUE 06-28-12 (SD) / REISSUE 11-09-12 (TD) Reissued 12/10/12 (SH) / REISSUE 06-17-13 (TLD) / REISSUE 08-05-13 (TLD) / REISSUE 11-11-13 (TD) / Reissued 12/9/13 (SH) / REISSUE 02-03-14 (TLD) REISSUE 11-11-14 (AF) / REISSUE 01-12-15 (TLD)							
Begin Date 10/27/2011							
CERTIFICATE HOLDER				CANCELLATION			
CITY OF PORT ORANGE 1000 CITY CENTER CIRCLE PORT ORANGE, FL 32127				Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.			
							



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/7/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Commercial Coverages Inc 1000 Pelican Bay Drive Daytona Beach FL 32119	CONTACT NAME: PHONE (A/C No, Ext): 386-756-8551 FAX (A/C No): 386-756-2344 E-MAIL ADDRESS:
INSURED SPARKS CONCRETE LLC 4 HOLLY FERN CHASE ORMOND BEACH, FL 32174	INSURER(S) AFFORDING COVERAGE INSURER A: Frank Winston Crum Insurance C INSURER B: PROGRESSIVE INSURANCE INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	CLAIMS-MADE ☒ OCCUR		GIFL10212200	11/04/14	11/04/15	MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER ☒ POLICY ☐ PROJECT ☐ LOC						
B	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO		08390256-3	01/12/15	01/12/16	BODILY INJURY (Per person) \$ 250000
	ALL OWNED AUTOS	☒ SCHEDULED AUTOS				BODILY INJURY (Per accident) \$ 500000
	☒ HIRED AUTOS	☒ NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$ 100000
UMBRELLA LIAB		OCCUR				EACH OCCURRENCE \$
EXCESS LIAB		CLAIMS-MADE				AGGREGATE \$
DED RETENTIONS						
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTH-ER
If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER CITY OF PORT ORANGE 1000 CITY CENTER AVE PORT ORANGE, FL., 32129 Attn: Marceda 386 506 5711	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

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Florida Department of Transportation

**RICK SCOTT
GOVERNOR**

605 Suwannee Street
Tallahassee, FL 32399-0450

**ANANTH PRASAD, P.E.
SECRETARY**

August 19, 2014

RE: DBE AFFIRMATIVE ACTION PLAN APPROVAL

The Disadvantaged Business Enterprise Affirmative Action Plan submitted by:

Sparks Concrete, LLC

has been approved for a period of three years. Please update and submit a new plan before the expiration date shown below. If you do not plan to work on any Florida Department of Transportation Projects, it will not be necessary for you to submit a new plan.

If you need any additional information, please contact me at (850) 414-4747

Sincerely,

Stefan Kulakowski
State Contract Compliance Administrator
Equal Opportunity Office

AFFIRMATIVE ACTION PLAN EXPIRATION: August 19, 2017

This plan is one of the requirements to bid on contracts for the Florida Department of Transportation. This is not approval for Unified Certification Program Disadvantaged Business Enterprise (UCP/DBE) Certification. For additional information in becoming a DBE, contact the Certification Section at (850)414-4747.

SECTION 00410

- R. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Federal Aid Contracts (FDOT Form 375-030-32) (Section 00494)
- S. Affidavit Regarding Workers' Compensation (Section 00660); and
- T. Certificate of Insurance for Workers' Compensation (Section 00665).

ARTICLE 8 – DEFINED TERMS

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: Sparks Concrete, LLC (SEAL)

State of Incorporation: FL.

Type (General Business, Professional, Service, Limited Liability): _____

By: Daen Sparks
(Signature -- attach evidence of authority to sign)

Section 00410 - Bid Form (EJCDC C-410)

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Page 5 of 8

SECTION 00410

Name (typed or printed): _____

Title: _____
(CORPORATE SEAL)

Attest _____

Date of Qualification to do business in Florida is ____/____/____.

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address 4106 So. Nova Rd
Port Orange, Fl. 32127

Section 00410 - Bid Form (EJCDC C-410)

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Page 6 of 8

SECTION 00410

Phone No. 386-760-1002 Fax No. 386-677-2586

E-mail sparksconcrete@cfi.cc.com

SUBMITTED on January 20, 2015.

State Contractor License No. 200510030015 / Volusia County
Concrete Specialty Contractor

Section 00410 - Bid Form (EJCDC C-410)

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Page 7 of 8

SECTION 00520

Any allowances specifically identified and called for in the Contract Documents are included in the above price in accordance with Paragraph 11.02 of the General Conditions.

- B. For all Unit Price Work in accordance with Paragraph 11.03 of the General Conditions, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item:

Item No.	Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
101-1	MOBILIZATION	1	LS	500-	500.00
102-1	MAINTENANCE OF TRAFFIC	1	LS	1,900-	1,900.00
104-10-3	SEDIMENT BARRIER	4355	LF	.90	3,919.50
104-18	INLET PROTECTION SYSTEM	12	EA	9.5-	1,140.00
110-1-1	CLEARING AND GRUBBING	3.339	AC	1,049-	3,502.61
110-4	REMOVAL OF EXISTING CONCRETE PAVEMENT	66	SY	20-	1,320.00
110-7-1	MAILBOX, F&I SINGLE	4	EA	75-	300.00
120-1	REGULAR EXCAVATION	827	CY	3-	2,481.00
120-6	EMBANKMENT	204	CY	7-	1,428.00
425-1910	INLETS, CLOSED FLUME	3	EA	375-	1,125.00
425-6	VALVE BOX, ADJUST	6	EA	60-	360.00
430-830	PIPE FILLING AND PLUGGING - PLACE OUT OF SERVICE	1	CY	275-	275.00
515-1-2	PIPE HANDRAIL - GUARDRAIL, ALUMINUM	54	LF	65-	3,510.00
520-1-10	CONCRETE CURB & GUTTER, TYPE F	1,187	LF	25-	29,675.00
520-2-5	CONCRETE CURB, RIBBON CURB REPAIR/REPLACE	422	LF	19-	8,018.00
522-1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	5,049	SY	36.50	184,288.50
522-2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	421	SY	42-	17,682.00
527-2	DETECTABLE WARNINGS	496	SF	18.50	9,176.00
570-1-2	PERFORMANCE TURF, SOD	10,736	SY	3-	32,208.00
635-2-40	PULL & SPLICE BOX, RELOCATE	1	EA	900-	900.00
700-1-11	SINGLE POST SIGN, F&I, GROUND MOUNT, UP TO 12 SF	16	AS	125-	2,000.00
700-1-50	SINGLE POST SIGN, RELOCATE	6	AS	75-	450.00
700-1-60	SINGLE POST SIGN, REMOVE	3	AS	65-	195.00
711-11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12"	874	LF	4.50	3,933.00
711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24"	264	LF	8-	2,112.00
711-16-211	THERMOPLASTIC, STD-OTH, YELLOW, SOLID, 6"	0.032	NM	9.00-	300.00
711-11-124	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18"	41	LF	5.25	215.25
711-17	THERMOPLASTIC, REMOVE EXISTING THERMOPLASTIC PAVEMENT MARKINGS	423	SF	1.85	782.55
Total of all Bid Prices (Unit Price Work)					\$313,696.41

The Bid Unit Prices set forth above are guaranteed prices. Although the Estimated Quantities are estimates and may increase or decrease based on determinations of Engineer, Contractor agrees and understands that the Bid Unit Prices shall remain the same irrespective of the quantities. Contractor understands that in agreeing to any Bid Unit Price it is agreeing to bear the risk associated with any material price increase or escalation. Owner agrees and understands that in agreeing to any Bid Unit Price it is agreeing to bear the risk associated with any material price decrease or reduction.

SECTION 00410

ARTICLE 10 – TOTAL BASE BID

TOTAL BASE BID

BID #14-27: S SPRUCE CREEK RD FROM CENTRAL PARK BLVD N TO TAYLOR RD

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 pursuant to Bid #14-17 S Spruce Creek Rd from Central Park Blvd N to Taylor Rd 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: Sparks Concrete, LLC

Submitted on: January 20, 2015

Contact Person / Title: Billy Sparks/owner or Doreen Sparks/office manager

Mailing Address: 4106 So. Nova Rd, Port Orange State: FL Zip: 32127

Phone: 386-760-1002 Fax: 386-677-2586 E-Mail: sparksconcrete@cfl.rr.com
386-527-4857

Signature: Doreen Sparks Title: Office manager

TOTAL BASE BID COST: Three Hundred Thirteen Thousand Six Hundred Ninety-Six
(In Words) Dollars and Forty One Cents.

TOTAL BASE BID COST: \$ 313,696.41 (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

SECTION 00410

the written amounts and the numerals, the written amounts shall govern and will be considered as the price bid.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/17/2015

Consent item: Yes

SUBJECT: Award of Bid #14-29 Southwinds Sidewalk

DEPARTMENT: Community Development

RECOMMENDED MOTION: Move to award Bid #14-29, Southwinds Sidewalk project, to MCG Services in the amount of \$63,276 and authorize the Mayor and City Clerk to sign and execute all contract documents.

SUMMARY:

Three bids were opened and evaluated by City staff on January 15, 2015 and deemed responsive. Of the three bids, MCG Services submitted the lowest bid of \$63,276. MCG Services is a General Contracting and Underground Excavation and Utility company. MCG Services is a new company that was established approximately 8 months ago, however one of the main principals, Johnathan Kephart has been engaged in the contracting business for 15 years with ThadCon LLC and prior to that P&S Paving, Inc. The City's engineering consultant Zev Cohen and Associates (ZCA) cross-referenced some of the company's information and spoke to Mr. Kephart and confirmed they can perform the work required for this project. Additionally, during their research they were not able to find any issues that would affect awarding the bid to MCG Services. Based upon ZCA's review of the company and evaluation of the bids, it is recommended that the contract be awarded to MCG Services in the amount of \$63,276.

Project No.: OMI025 Funding Account No.: 301-4300-541-6397

ATTACHMENTS:

1.	14-29 Bid Tabulation	14-29 Bid Tabulation.pdf
2.	Engineers Recommendation Letter	12119005-ZCA Award Letter.pdf
3.	MCG Services Envelope 1	14-29 Envelope #1 - MCG Services.pdf
4.	MCG Services Bid (Envelope 2)	14-29 Envelope #2 - MCG Services.pdf
5.	MCG Services, LLC Standard Contract for Services	MCG Services LLC Standard Contract for Services.pdf

Momberger, Margaret
Clark, Wayne
Riehm, Tracey
Gomez, Joseph

Created/Initiated - 02/02/2015
Approved - 02/02/2015
Approved - 02/05/2015
Approved - 02/05/2015

Harden, David

Final Approval - 02/05/2015



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

BID Opening Tabulation Total

Bid opening, Envelope #1 & #2: Thursday January 15, 2015 (10:00 a.m.)

BID # 14-29: SOUTHWINDS SIDEWALK AND DRAINAGE IMPROVEMENTS

Bid Release Date: **December 1, 2014**

Mandatory Pre-Bid Meeting Date & Time: **December 9, 2014 at 10:00 a.m.**

Last Day for Questions: **January 6, 2015 by 5:00 p.m.**

Bid Due Date & Time Envelope #1 & Envelope #2: **January 15, 2015 10:00 a.m.**

Bid packages shall be submitted using a two (2) envelope system. Envelope #1 shall contain all required forms and envelope #2 shall contain technical and price forms. Envelope #1 will be opened and evaluated by the City's Purchasing Manager on January 15, 2015 at 10:00 a.m.

Bidder's Submittal Checklist:

1. _____ **Envelope #1: "Forms"** (1) original, (5) copies and (1) CD or flash drive version of the bid tabbed, indexed, and placed in the following order:

Forms:

- ☐ 1: Bidder Acknowledgement Form: (Section 00030, page 4)
- ☐ 2: Insurance certificates: (as detailed on pages 18-19)
- ☐ 3: Statement of Bidder's qualifications (Section 00130, page 31)
- ☐ 4: Listing of previous experience: (Section 00140, page 33)
- ☐ 5: Subcontractors List: (Section 00155, page 34)
- ☐ 6: Public entity crime statement: (Section 00170, page 35)
- ☐ 7: Anti-collusion statement (Section 00180, page 36)
- ☐ 8: Drug free/tie preference statement (Section 00190, page 37)

2. _____ **Envelope #2: "Price"** (1) original, (5) copies and (1) CD or flash drive version of the bid tabbed, indexed, and placed in the following order:

Price:

- ☐ 1: Total Base Bid: (Section 00120, page 29)

BID # 14-29: SOUTHWINDS SIDEWALK AND DRAINAGE IMPROVEMENTS

Bid/Proposal Receipt List

14-29 Envelope #1 Requirements		Sparks Concrete	MCG Services	MASCI
	1 Original, 5 Copies, 1 CD or Flash			
1)	Bidder Acknowledgement Form	✓	✓	✓
2)	Insurance Certificates	✓	✓	✓
3)	Statement of Bidder's Qualifications	✓	✓	✓
4)	Listing of Previous Experience	✓	✓	✓
5)	Subcontractors List	✓	✓	✓
6)	Public Entity Crime Statement	✓	✓	✓
7)	Anti-Collusion Statement	✓	✓	✓
8)	Drug Fee / Tie Preference Statement	✓	✓	✓
14-29 Envelope #2 Requirements				
	1 Original, 5 Copies, 1 CD or Flash			
1)	Total Base Bid	\$71,731.00	\$63,276.00	\$171,153.25

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

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





**ZEV COHEN
& ASSOCIATES, INC.**
Main Office: Ormond Beach
St. Augustine • Amelia Island • Edgewater

300 Interchange Blvd
Ormond Beach, FL 32174
386-677-2482 • Fax: 386-677-2505
Website: www.ZevCohen.com

VIA E-MAIL

January 29, 2015

Mr. Kenny Ho
City of Port Orange
1000 City Center Circle
Port Orange, Florida

RE: Southwinds Sidewalk & Drainage
ZC 12119

Dear Mr. Ho:

Bids were opened on January 15th, 2015 for the Southwinds Sidewalk and Drainage Project. Three (3) bids were received with all 3 firms successfully completing and including the proper information in envelopes #1 and #2. The apparent low bidder is MCG Services of Orlando, Florida, with a bid total of \$63,276.00.

MCG Services has never been awarded a job since the company was formed fairly recently. We spent the last few weeks cross-referencing some of the company's information as well as speaking to the contact, Jonathan Kephardt to confirm that they can perform the work required for this project. During our research we found that there was not anything negative on the firm or the principals involved in the Company.

Based on our review of the company and the evaluation of the bid package, MCG Services has the necessary resources and personnel experience to effectively complete this project. Therefore, we recommend award to MCG Services for the total bid amount of \$63,276.00.

Sincerely,
ZEV COHEN & ASSOCIATES, INC.

Frank J. O'Keefe, P.E.
Project Engineer

RJB/fjo
12119005-Award Letter.doc
Cc: Margaret Momberger, City of Port Orange
Joseph Gomez, City of Port Orange
Robert J. Ball, P.E.
M. Dwight DuRant, P.E.

SECTION 00030



City of Port Orange

Purchasing Division
1000 City Center Circle
Port Orange, Florida 32129
Telephone (386) 506-5704
Fax (386) 506-5711

BID #14-29

BIDDER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

BID TITLE Southwinds Sidewalk and Drainage Improvements

BID RELEASE DATE: December 1, 2014

MANDATORY PRE-BID MEETING DATE & TIME: December 9, 2014 at 10:00 a.m. City Hall Council Chambers

BID DEADLINE FOR QUESTIONS: January 6, 2015 at 5:00 p.m.

BID DUE DATE & TIME, ENVELOPE #1 & #2: January 15, 2015 at 10:00 a.m.

Proposals Received After the Due Date And Time Will Not Be Accepted.

If returning as a "No Bid", please state reason (s): _____

BIDDER'S NAME: MCG SERVICES LLC

BIDDER'S MAILING ADDRESS: 2915 LANGLEY PARK CT.

CITY-STATE-ZIP: ORLANDO , FL. 32835

PHONE NUMBER: 407-476-4476 **EMAIL:** MCGSLJK@GMAIL.COM

ACKNOWLEDGMENT OF ADDENDA: (You must circle the correct # of addenda issued) ① 2 3 4 5

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. In submitting a bid to the City of Port Orange, the bidder offers and agrees that if the bid is accepted, the bidder will convey, assign or transfer to the City of Port Orange all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Port Orange. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the bidder.

X [Signature]

AUTHORIZED SIGNATURE (MANUAL)

JONATHAN D KEPHART

NAME (TYPED)

MANAGING MEMBER

TITLE

1-14-15

DATED



MCGSE-1

OP ID: 75

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/15/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown of Florida, Inc. Daytona Beach Office P.O. Box 2412 Daytona Beach, FL 32115-2412 Stephen Scullian	CONTACT NAME: Stephen Scullian	
	PHONE (A/C, No, Ext): 386-252-9601	FAX (A/C, No): 386-239-5729
INSURED MCG SERVICES, LLC RAMI AJIB 2915 LANGLEY PARK COURT ORLANDO, FL 32835	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Arch Specialty Insurance	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		
NAIC # 21199		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:		AGL0021235-00	01/15/2015	01/15/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS		AGL0021235-00	01/15/2015	01/15/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 BODILY INJURY (Per person) \$ 100,000 BODILY INJURY (Per accident) \$ 300,000 PROPERTY DAMAGE (Per accident) \$ 100,000 \$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ Y N/A	AGL0021235-00	01/15/2015	01/15/2016	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

MCG SERVICES, LLC
2915 LANGLEY PARK COURT
ORLANDO, FL 32835

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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1

100%



JEFF ATWATER
CHIEF FINANCIAL OFFICER

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION

**** CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW ****

CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 12/15/2014 EXPIRATION DATE: 12/14/2016

PERSON: AJIB RAMI

FEIN: 383931198

BUSINESS NAME AND ADDRESS:

MCG SERVICES

2915 LANGLEY PARK COURT

ORLANDO FL 32835

SCOPES OF BUSINESS OR TRADE:

LICENSED GENERAL
CONTRACTOR

CONTRACTOR-PROJECT
MANAGER, CO

IRRIGATION OR
DRAINAGE SYSTEM

SEWER CONSTRUCTION
ALL OPERATI

Pursuant to Chapter 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to Chapter 440.05(12), F.S., Certificates of election to be exempt... apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to Chapter 440.05(13), F.S., Notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a

DFS-F2-DWC-252 CERTIFICATE OF ELECTION TO BE EXEMPT REVISED 08-13

QUESTIONS? (850)413-1609



JEFF ATWATER
CHIEF FINANCIAL OFFICER

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION

**** CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW ****

CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 12/30/2014 **EXPIRATION DATE:** 12/29/2016

PERSON: KEPHART JONATHAN

FEIN: 383931198

BUSINESS NAME AND ADDRESS:

MCG SERVICES LLC

1709 ARASH CIR

PORT ORANGE FL 32128

SCOPES OF BUSINESS OR TRADE:

LICENSED GENERAL	STREET OR ROAD	SEWER CONSTRUCTION
CONTRACTOR	CONSTRUCTION: S	ALL OPERATI

Pursuant to Chapter 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to Chapter 440.05(12), F.S., Certificates of election to be exempt... apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to Chapter 440.05(13), F.S., Notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a

SECTION 00130

STATEMENT OF BIDDER'S QUALIFICATIONS

SEE ATTACHED SHEET

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.
- B. Permanent main office address.
- C. Date organized.
- D. If a corporation, where incorporated.
- E. How many years have you been engaged in the contracting business under your present firm or trade name?
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
- G. General character of work performed by your company.
- H.⁽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 currently owned or leased.
- L. Experience in work similar to this type of project.
- M. Background and experience of the principal members of your organization, including the officers.
- N. Credit currently available: \$ _____
- O. Give bank reference: _____



MCG Services. LLC.

2915 LANGLEY PARK CRT. ORLANDO, FL 32835

Phone (407)-476-4476 Fax (407)-442-0485

CGC1512540 CUC1224344 Fire V 134378-0001-2008

Ajibr.mcg@gmail.com or mcgslyk@gmail.com

Section 00130

Statement of Bidder's Qualifications

- A. MCG Services, LLC.
- B. 2915 Langley Park Ct. Orlando, Fl. 32835
- C. 5-1-14
- D. Florida
- E. 7 months, but have been engaged in contracting business for 15 years with ThadCon LLC. & P&S Paving, Inc.
- F. No Contracts on hand at this time.
- G. Our Company is a General Contracting and Underground Excavation and Utilities.
- H. No
H2. No
- I. No
- J. City of Lake Mary - Parking and Utility Improvements, Nov. 2014 \$1.3 Million (sidewalk-storm drainage-water-irrigation-landscaping) / EPOCH Construction - Station House Apartments, Nov. 2014 \$300K (stormdrainage-water)/ City of South Daytona US1 Watermain and Streetscape, \$3.1M Feb 2013 (road-irrigation-landscaping-water-curb-sidewalk-driveway-directional bore) / City of Ormond Beach - 2" Water Main Replacement, Feb. 2014 \$200K (water-sidewalk-driveway-road)/ City of Sanford – 17/92 Watermain Extension, July 2014 \$165K (road-water-jack & bore) These project completed as Project Manager at ThadCon LLC.
- K. Chevy 3500 Dually, 26' Enclosed trailer, CAT 308 & 320 excavator, CAT 279 Skid Steer, Cat 18yd Dump Truck, Kenworth 18yd Dump Truck, Cat 928 Loader, and all small tools to complete one Pipe Crew. We rent the additional machinery needed to complete work.
- L. 15 years through ThadCon LLC and P&S Paving, Inc.
- M. Please see attached resume.
- N. \$1,500,000.00 in reserves with credit.
- O. PNC Bank
- P. Yes
- Q. Yes, see attached part of bid documents.

- 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 this 14 day of JANUARY, 20 15.

JONATHAN D. KEPHART
Name of Bidder

By: MANAGING MEMBER
Title

State of FLORIDA

County of VOLUSIA

JONATHAN KEPHART being duly sworn deposes and says that
he is the MANAGING MEMBER of MCG SERVICES LLC and that the
answers to the MCG SERVICES LLC
Name of Organization

Foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this 14th day of January, 20 15.

[Signature]
Notary Public ARI MORSE

My commission expires: February 23, 2016



Jonathan D. Kephart

1709 Arash Cir. • Port Orange, FL 32128 • (386) 212-5509 • clsjdk@earthlink.net

CONSTRUCTION MANAGER / ON-SITE PROJECT MANAGER

Construction manager with a 15-year record of success overseeing all phases of multimillion-dollar new construction, infrastructure, streetscape and revitalization projects for government, commercial, and private-sector clients. Experience includes managing crews of up to 50 in highway/bridge improvements, public utility conversion and a variety of other construction/demolition projects. Backed by strong credentials and a proven history of on-time, on-budget, award winning, and high-quality project completions.

Key Skills

- Construction/Demolition Projects
- Site Safety/OSHA Compliance
- Budgeting & Cost Controls
- Infrastructure/Utility Impr. Projects
- Equal Opportunity Officer
- Bidding/Estimating/Proposals
- FDOT/LAP Compliance Projects
- Change Order Management
- Subcontractor/Crew Supervision

Employer Summary

THADCON LLC./THAD CONSTRUCTION, INC. (Daytona Bch., FL.) — Construction Project Manager, Estimator, EEO Officer, Safety Manager, 5/03 to 11/14.

Awarded major infrastructure improvements on the Florida's highways/ Private Developments after firm's recent award of \$10M in government contract's (a stimulus-related LAP funded projects).

P&S PAVING, INC. (Daytona Bch., FL.) — Construction Project Manager, Surveyor, IT Coordinator, 6/01 to 4/03

Managed all phases of construction for Florida's highway/ Private Development (budgets of up to \$28M). Consistently exceeded margin goals and municipal expectations, developing awarding winning projects.

SLIGER & ASSOCIATES, INC. (Port Orange, FL.) — Project Manager / CAD Supervisor, 9/98 to 6/01

Provided and lead field supervision and develop as-built specifications on a diverse range of municipal/private/commercial construction, (budgets ranging from \$1K to \$1/2M).

Project Highlights

Infrastructure/Utility Improvement Projects (2001 to Present) • Budgets: \$100 K to \$20M

Repaired highly traveled, weather-damaged interstates, state, and county highways, and aging underground utilities in municipalities throughout the Central Florida area, completing all projects on or under budget.

LAP Funded Streetscape/Design Build Projects (2001 to Present) • Budgets: \$2M to \$25M

Served as project/site manager on dozens of multimillion-dollar LAP funded and improvement projects that included multilayer utility coordination, excavations of contaminated soil, public lands restoration initiatives and design improvements for lighting, signalization, landscaping, public utilities, utilities, decorative hardscapes, and emergency management.

Other Construction & Demolition Projects (1999 to Present) • Budgets: \$70K to \$15M

Completed diverse construction/demolition projects, including the underground build of Automall 1 & 2, Churches, Public Parks, DIS, Subdivisions, Directional Drilling, bridges, stormwater ponds, engineering, and surveying.

Education & Certifications

UNIVERSITY OF CENTRAL FLORIDA (Orlando, FL) — **BS in Business Administration**, 2002

State of Florida Department of Business and Professional Regulation awarded Certified General Contractor **CGC1512540**, Certified Underground and Excavation Contractor **CUC1224344**, and Fire Contractor V **#13437800012008**, LEED Certification

Construction Estimating Institute Certification for Estimating, Project Management, and Scheduling
Also Certified in OSHA 10 Competency Card, Stormwater Management Inspector 4011, Certification of 220 Generals Lines for Insurance



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

(850) 487-1395

KEPHART, JONATHAN DANIEL
MCG SERVICES, LLC.
1709 ARASH CIR
PORT ORANGE FL 32128

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

CUC1225194 ISSUED: 11/24/2014

CERT UNDERGROUND & EXCAV CNTR
KEPHART, JONATHAN DANIEL
MCG SERVICES, LLC.

IS CERTIFIED under the provisions of Ch.489 FS.
Expiration date : AUG 31, 2016 L1411240000752

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER	
CUC1225194	

The UNDERGROUND UTILITY & EXCAVATION CO
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2016



KEPHART, JONATHAN DANIEL
MCG SERVICES, LLC.
2915 LANGLEY PARK CT
ORLANDO FL 32835



SECTION 00140

LISTING OF PREVIOUS EXPERIENCE

Client List

The bidder proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. A minimum of three (3) projects must be listed below. The Owner reserves the right to check references and confirm information provided herein.

List all clients to whom you currently provide, or have in the past, equal or similar to those required under the City's contract and as outlined in this bid package. A minimum of three (3) projects must be listed below in order to bid on this contract. The Owner reserves the right to check references and confirm information provided herein.

	Contact Name	Phone	Current Client? Y or N	Number of years service provided	Description of service
1	LES GRUES, P.E. CITY OF SOUTH DAYTONA	386 ^{JK} 322 3080	N	3	FULL SITE & UTILITY SERVICE
2	KHALID ^{JK} RESHEIDAT, PE CITY OF NEW SMYRNA BCH	386 ^{JK} 424 2209	N	10 ^{JK}	FULL SITE & UTILITY SERVICE
3	LOWMYER JEEG EPOCH CONSTRUCTION	407 259 0744	N	1 1/2	FULL SITE & UTILITY SERVICE

SECTION 00155

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
JK CONCRETE CONSTRUCTION	SANDERSON CONCRETE CONSTRUCTION	1) CITY OF DAYTONA BEACH SHORES 2) CITY OF ORMOND BEACH 3) CITY OF NEW SMYRNA BEACH
SGD	SANSULA SGD	1) CITY OF DAYTONA BEACH SHORES 2) CITY OF ORMOND BEACH 3) CITY OF NEW SMYRNA BEACH
SURVEY	OCEANSIDE SURVEYING	1) CITY OF LAKE MARY 2) CITY OF ORMOND BEACH 3) CITY OF DAYTONA BEACH
VIDEO	ON SIGHT VIDEO	1) CITY OF DAYTONA BEACH 2) CITY OF ORMOND BEACH 3) CITY OF LAKE MARY
		1) 2) 3)

SECTION 00170

PUBLIC ENTITY CRIME STATEMENT

STATE OF FLORIDA §
COUNTY OF VOLUSIA §

Before me, the undersigned authority, personally appeared affiant JONATHAN KEPHART, 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: MCG SERVICES

By: JONATHAN KEPHART MANAGING MEMBER
Name and Title

Date: 1-14-15

The foregoing instrument was acknowledged before me this 14th day of January, 2015, by JONATHAN KEPHART, as MANAGING MEMBER of MCG SERVICES 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
MY COMMISSION EXPIRES FEBRUARY 23, 2016

SECTION 00180

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: MCG SERVICES LLC

SIGNED BY: [Signature]
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

TITLE: MANAGING MEMBER

ADDRESS: 2915 LANGLEY PARK CT

CITY AND STATE: ORLANDO FL 32835

TELEPHONE: 407-476-4476

COMPLETION TIME: 75

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 00190

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:

MARK MANAGING MEMBER
Name and Title:

The foregoing instrument was acknowledged before me this 14th day of JANUARY, 2015, by JONATHAN KERTAGI, as MANAGING MEMBER of MCG SERVICES 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

My Commission Expires February 23, 2016

SECTION 00120

TOTAL BASE BID**BID #14-29: Southwinds Sidewalk and Drainage Improvements**

	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	MOBILIZATION, SURVEY, LAYOUT, AS-BUILTS	LS	1	7,850.00	7,850.00
2	MAINTENANCE OF TRAFFIC (VEHICULAR AND PEDESTRIAN)	LS	1	1,956.00	1,956.00
3	MISC. DEMOLITION	LS	1	2,978.00	2,978.00
4	REMOVE/REPLACE EXISTING ASPHALT PAVEMENT	SY	10	100.00	1,000.00
5	EROSION CONTROL	LS	1	1,350.00	1,350.00
6	U-ENDWALL	EA	4	1,875.00	7,500.00
7	12" X 18" ELLIPTICAL REINFORCED CONCRETE PIPE (ERCP)	LF	10	30.00	300.00
8	14" X 23" ELLIPTICAL REINFORCED CONCRETE PIPE (ERCP)	LF	14	35.00	490.00
9	19" X 30" ELLIPTICAL REINFORCED CONCRETE PIPE (ERCP)	LF	21	45.00	945.00
10	5' WIDE CONCRETE SIDEWALK (4" THICK)	LF	314	24.00	7,536.00
11	EXCAVATION	CY	150	7.00	1,050.00
12	BAHIA SOD	SY	1200	2.76	3,240.00
13	CROSSWALKS	LF	70	12.00	840.00
14	TRUNCATED DOMES	EA	3	175.00	525.00
15	FDOT TYPE "C" INLET W/ APRON	EA	1	3,250.00	3,250.00
16	FDOT TYPE "P" MANHOLE	EA	1	2,359.00	2,359.00
17	HADICAP SIDEWALK RAMP	EA	2	500.00	1,000.00
18	HANDRAIL	LF	10	50.00	500.00
19	TYPE "D" CURB	LF	294	22.00	6,468.00
20	TYPE "F" CURB	LF	47	24.00	1,128.00
21	GRADING	LS	1	6,436.00	6,436.00
22	ASPHALT DITCH PAVEMENT	SY	25	52.00	1,300.00
23	PRE-POST CONSTRUCTION VIDEO	EA	1	750.00	750.00
24	CONSTRUCTION ADMINISTRATION, TESTING, AND INSPECTION FEES	LS	1	1,250.00	1,250.00
25	ALTERNATE CONCRETE DITCH PAVEMENT	SY	25	51.00	1,275.00
				TOTAL PRICE	\$ 63,276.00

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 **Southwinds Sidewalk and Drainage Improvements** 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.

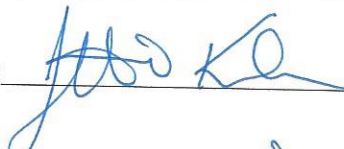
Company Name: MCG SERVICES LLC

Submitted on: JAN. 15 / 2015

Contact Person / Title: JONATHAN D. KEPHART MANAGING MEMBER

Mailing Address: 2915 LANGLEY PARK CT State: FL Zip: 32835

Phone: 407 476 4476 Fax: 407 442 0485 E-mail: MCGSLJK@GMAIL.COM

Signature:  Title: MANAGING MEMBER

TOTAL BASE BID COST: SIXTY THREE THOUSAND TWO HUNDRED SEVENTY SIX
(In Words)

TOTAL BASE BID COST: \$ 63,276.00 (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.



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 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 **MCG SERVICES, LLC**, a Florida corporation whose principal address is 2915 Langley Park Court, Orlando, Florida 32835 ("Contractor"). (The City and Contractor are collectively referred to herein as the "Parties.")

1. Provision of Services

- (a) The Contractor hereby agrees to provide Southwinds Sidewalk and Drainage Improvements to the City of Port Orange, more specifically described in Exhibit "1" attached hereto.
- (b) The time, manner and place for performance of such services shall be:

Term: The initial term of this Contract shall commence on the last date this Contract is signed by the Parties and continuing until September 30, 2015 (the "Initial Term").

Manner and Place: As outlined in Bid No. 14-29 Southwinds Sidewalk Drainage Improvements available in the Office of the City Clerk, City Hall, 1000 City Center, Port Orange, Florida 32129.

Time and Essence: Contractor acknowledges that time is of the essence and shall complete all services contemplated hereunder on or before the expiration of 75 days following issuance of Notice to Proceed by the City.

2. Authorization for Services This Contract standing alone does not authorize commencement of improvements to the Southwinds Sidewalk and Drainage areas. Authorization for services from Contractor under this Contract shall be in the form of a written purchase order and a Notice to Proceed, signed by an authorized agent of the City of Port Orange.

3. City Obligations In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Total Base Bid attached hereto as Exhibit "2," subject to a limit up to but not to exceed Sixty-Three Thousand, Two Hundred Seventy-Six and 00/100 Dollars (\$63,276.00). 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.

4. Contract Documents The following forms are attached as Exhibit "3" and must be completed, signed, witnessed and notarized as indicated, and returned to the City prior to the commencement of any services by Contractor under this Contract:

- (a) Front Page for Bond (F.S. § 255.05)
- (b) Certificate for Filing in Public Records
- (c) Combination Payment and Performance Bond (F.S. §255.05)

5. Contract Administration The Community Development Director, Wayne Clark, shall perform contract administration of this Contract. For notice provisions, see the paragraph entitled "Notice"

6. Termination for Convenience of the City

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

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

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

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

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

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

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

- (i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
 - (1) the cost of work performed or supplies delivered;
 - (2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;
 - (3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.

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

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

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

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

9. Examination of Records

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

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

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

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

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

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

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

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

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

11. Termination for Non-Appropriation of Funds

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

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

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

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

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

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

Comprehensive Business, Automobile Liability to include all automobiles.	<u>Limits:</u>	Auto Liability Body Injury: \$100,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence.	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
<u>Additional Coverage:</u>		Non-Owned, Hired Car	
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	

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

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

15. Modifications or Changes to this Contract

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

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

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

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

16. Sovereign Immunity The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida

Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

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

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

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

19. Additional Bond Security If any surety bond furnished in connection with this Contract becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Contract. Contractor expressly acknowledges that if the work to be performed hereunder is a public work, a Payment and Performance Bond, in accordance with Florida Statutes Section 255.05, in a form acceptable to the City, shall be provided and recorded with the Clerk of Volusia County at Contractors expense.

20. Inspection

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

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

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

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

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

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

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

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

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

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

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

PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.

26. Additional Provisions This Contract includes all additional provisions as may have been outlined in written quotes and purchase orders and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work.

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

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

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

Copy to: City of Port Orange
Attention: Wayne Clark, Community Development Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5610

Contractor: MCG Services, LLC
Attention: Jonathan D. Kephart
2915 Langley Park Court
Orlando, Florida 32835
(407) 476-4476 – Telephone
mcgsllk@gmail.com

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

29. Contract Construction

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

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

[Remainder of this page intentionally left blank]

Witnesses:

MCG SERVICES, LLC

By: _____

Jonathan D. Kephart, Managing Member

Printed Name: _____

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

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Jonathan D. Kephart, as Managing Member of MCG Services, LLC, a Florida corporation, and who:

[Notary: Please select one]

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

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Allen Green, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 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.

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

Witnesses:

ATTEST:

Printed Name: _____

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

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 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.

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

[CA 4254]

SECTION 00090

CITY OF PORT ORANGE PURCHASING DIVISION

SPECIFICATIONS

INTRODUCTION

The City of PORT ORANGE invites bids from qualified contractors to perform Southwinds sidewalk and drainage improvements.

1.01 SCOPE OF WORK

The proposed sidewalk project is located in the Southwinds Subdivision along South Hampton Drive and generally consists of just over 300' of sidewalk extension, minor pipe/inlet construction, swale reconstruction, and pedestrian connectivity/safety improvements. While the improvements are generally located within the South Hampton Drive ROW, the City has obtained easements from the adjacent property owner to facilitate construction activities. FDOT and City Standard Details shall govern the improvements. In addition to standard construction coordination with utility providers and other construction related entities, coordination with the Southwinds' HOA and adjacent Commercial Property Owners will assist to ensure a successful project.

SECTION 00120

TOTAL BASE BID**BID #14-29: Southwinds Sidewalk and Drainage Improvements**

	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	MOBILIZATION, SURVEY, LAYOUT, AS-BUILTS	LS	1	7,850.00	7,850.00
2	MAINTENANCE OF TRAFFIC (VEHICULAR AND PEDESTRIAN)	LS	1	1,956.00	1,956.00
3	MISC. DEMOLITION	LS	1	2,978.00	2,978.00
4	REMOVE/REPLACE EXISTING ASPHALT PAVEMENT	SY	10	100.00	1,000.00
5	EROSION CONTROL	LS	1	1,350.00	1,350.00
6	U-ENDWALL	EA	4	1,875.00	7,500.00
7	12" X 18" ELLIPTICAL REINFORCED CONCRETE PIPE (ERCP)	LF	10	30.00	300.00
8	14" X 23" ELLIPTICAL REINFORCED CONCRETE PIPE (ERCP)	LF	14	35.00	490.00
9	19" X 30" ELLIPTICAL REINFORCED CONCRETE PIPE (ERCP)	LF	21	45.00	945.00
10	5' WIDE CONCRETE SIDEWALK (4" THICK)	LF	314	24.00	7,536.00
11	EXCAVATION	CY	150	7.00	1,050.00
12	BAHIA SOD	SY	1200	2.70	3,240.00
13	CROSSWALKS	LF	70	12.00	840.00
14	TRUNCATED DOMES	EA	3	175.00	525.00
15	FDOT TYPE "C" INLET W/ APRON	EA	1	3,250.00	3,250.00
16	FDOT TYPE "P" MANHOLE	EA	1	2,359.00	2,359.00
17	HADICAP SIDEWALK RAMP	EA	2	500.00	1,000.00
18	HANDRAIL	LF	10	50.00	500.00
19	TYPE "D" CURB	LF	294	22.00	6,468.00
20	TYPE "F" CURB	LF	47	24.00	1,128.00
21	GRADING	LS	1	6,436.00	6,436.00
22	ASPHALT DITCH PAVEMENT	SY	25	52.00	1,300.00
23	PRE-POST CONSTRUCTION VIDEO	EA	1	750.00	750.00
24	CONSTRUCTION ADMINISTRATION, TESTING, AND INSPECTION FEES	LS	1	1,250.00	1,250.00
25	ALTERNATE CONCRETE DITCH PAVEMENT	SY	25	51.00	1,275.00
				TOTAL PRICE	\$ 63,276.00

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 **Southwinds Sidewalk and Drainage Improvements** 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.

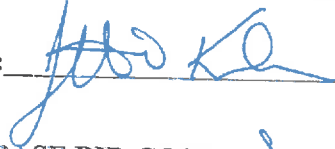
Company Name: MCG SERVICES LLC

Submitted on: JAN. 15 / 2015

Contact Person / Title: JONATHAN D. KERNART MANAGING MEMBER

Mailing Address: 2915 LANGLEY PARK CT State: FL Zip: 32835

Phone: 407 476 4476 Fax: 407 442 0485 E-mail: MCGSLIK@GMAIL.COM

Signature:  Title: MANAGING MEMBER

TOTAL BASE BID COST: SIXTY THREE THOUSAND TWO HUNDRED SEVENTY SIX
(In Words)

TOTAL BASE BID COST: \$ 63,276.00 (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.

Exhibit “3”

Payment and Performance Bond

(Exhibit “3” includes a total of 5 pages)

RETURN RECORDED DOCUMENT TO:

City Clerk
1000 City Center Circle
Port Orange, Florida 32129-4144

FRONT PAGE FOR BOND REQUIRED BY SECTION 255.05, F.S.

PAYMENT AND PERFORMANCE BOND

(Public Works)

Notice and Time Limitations Must Be In Accordance
With Section 255.05(2), (8) and (10), Florida Statutes

BOND NO. _____

PRINCIPAL:

Developer or Contractor: MCG Services, LLC
Principal Business Address: 2915 Langley Park Court
Orlando, Florida 32835
Contact Person: Jonathan D. Kephart, Managing Member
Phone Number: (407) 476-4476

SURETY:

Address: _____

Contact Person: _____
Phone Number: _____

OWNER:

City of Port Orange, Florida, a chartered municipal corporation
1000 City Center Circle
Port Orange, Florida 32129-4144
Contact Person: City Manager
Phone Number: (386) 506-5501

Amount: \$63,276.00

City Case/Project No. Bid No. 14-29

Description of Work: Provide Southwinds Sidewalk and Drainage Improvements to the City of Port Orange.

Project Location: Southwinds Subdivision along South Hampton Drive

Legal Description: See attached Exhibit "A"

Front Page

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

CERTIFICATE FOR FILING IN PUBLIC RECORDS

PAYMENT AND PERFORMANCE BOND

(Public Works)

In Compliance with Section 255.05(1)(a) Florida Statutes

Bond No. _____

The Principal, MCG Services, LLC, a Florida corporation, by and through its undersigned representative, does hereby certify that the attached:

Payment and Performance Bond No. _____,

is a true and correct copy of the fully executed financial guarantee delivered to:

CITY OF PORT ORANGE, FLORIDA

pursuant to Section 255.05, Florida Statutes; as Owner/Holder of the subject property in trust for the public, for the public construction project known as:

Southwinds Sidewalk and Drainage Improvements

located in Port Orange, Volusia County, Florida, and identified by the City of Port Orange as Bid No. 14-29.

All claimants are called upon to take notice of the notice requirements and time limitations prescribed by Sections 255.05(2), (8) and (10), Florida Statutes.

Contractor's Name and Address:

MCG Services, LLC
2915 Langley Park Court
Orlando, Florida 32835

By: _____
Jonathan D. Kephart, Managing Member

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing Certificate of Filing was acknowledged before me this ____ day of _____, 2015, by Jonathan D. Kephart, Managing Member of MCG Services, LLC, a Florida corporation, the Principal named in the attached Payment and Performance **Bond No** _____.

Notary, please check one:

- ☐ Personally known to me
☐ Produced identification

Notary Public, State of Florida

Printed Name, Commission & Term Expiration Date:

RETURN RECORDED DOCUMENT TO:

City Clerk
1000 City Center Circle
Port Orange, Florida 32129-4144

Southwinds Sidewalk and Drainage Improvements

Name of Project

City Project No. Bid No. 14-29

Bond No. _____

Space Reserved for Recording Data

**COMBINATION PAYMENT AND PERFORMANCE BOND
FOR
PUBLIC CONSTRUCTION**

per Section 255.05, Florida Statutes
Guaranty for Construction of Public Improvements

BY THIS BOND, We, **MCG SERVICES, LLC** as Principal, and _____, a corporation, as Surety, are bound to **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of **SIXTY-THREE THOUSAND, TWO HUNDRED SEVENTY-SIX AND 00/100 DOLLARS (\$63,276.00)**, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain Contract for Services for Southwinds Sidewalk and Drainage Improvements, having an effective date of _____, 2015, entered into by and between the Principal and the City, for Southwinds Sidewalk and Drainage Improvements, hereinafter referred to as the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and
3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract documents; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Notice of Nonpayment and Time Limitations

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.05(2), (8) and (10), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

IN WITNESS WHEREOF, this performance and payment bond is executed in duplicate originals, each of which shall be deemed an original, this _____, day of _____, 2015.

Attest:

MCG SERVICES, LLC
(Principal)

(As to Corporate Principal) Secretary

By: _____
Jonathan D. Kephart, Managing Member

(Witness to Principal)

(Corporate Seal)

(Surety)

(Witness to Surety)

By: _____
Name: _____
(Attorney-in-Fact)

(Corporate Seal)

NOTE: Date of BOND must not be prior to date of Contract. If Developer/Principal is Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.



PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

3921 NOVA ROAD
PORT ORANGE, FL 32127
(385) 761-5385

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www.sligerassociates.com

SURVEYORS NOTES

1. NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN ON THIS PLAT OF SURVEY/SKETCH OF DESCRIPTION THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. THIS SURVEY/SKETCH OF DESCRIPTION PREPARED WITHOUT BENEFIT OF AN ABSTRACT.
2. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
3. BEARING STRUCTURE BASED ON RECORD PLAT WITH THE BEARING ON THE SOUTHERLY LINE OF SOUTHWINDS DRIVE BEING S88°54'57"E.
4. UNDERGROUND FOUNDATIONS, IF ANY, NOT LOCATED.
5. "NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER."
6. UNLESS OTHERWISE SHOWN, RECORD DISTANCES AND DIRECTIONS AND FIELD MEASURED DISTANCES AND DIRECTIONS ARE THE SAME.
7. DESCRIPTION PREPARED BY SLIGER & ASSOCIATES, INC..

A PORTION OF LOT 10, BENNETT'S SOUTH DAYTONA SUBDIVISION AS RECORDED IN MAP BOOK 6, PAGE 11, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, IN SECTION 6, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF CLYDE MORRIS BOULEVARD, A 100 FOOT WIDE RIGHT OF WAY, WITH THE SOUTHERLY RIGHT OF WAY LINE OF SOUTHWINDS DRIVE, AN 80 FOOT WIDE RIGHT OF WAY AS SHOWN ON SOUTHWINDS P.U.D. PHASE II, AS RECORDED IN PLAT BOOK 39, PAGES 67 & 68, SAID PUBLIC RECORDS, SAID INTERSECTION BEING THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00" AND A CHORD BEARING OF N46°05'03"E; THENCE EASTERLY ALONG THE ARC OF SAID CURVE AND SAID SOUTHERLY RIGHT OF WAY LINE, 39.27 FEET; THENCE S88°54'57"E ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 266.50 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 18°49'15"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE AND SAID SOUTHERLY RIGHT OF WAY LINE, 8.21 FEET TO THE POINT OF BEGINNING AND A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 64°39'33"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE AND SAID SOUTHERLY RIGHT OF WAY LINE, 28.21 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SOUTHAMPTON DRIVE, A 50 FOOT WIDE RIGHT OF WAY, PER SAID SOUTHWINDS P.U.D. PHASE II AND A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 350.00 FEET AND A CENTRAL ANGLE OF 43°21'47"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE AND SAID WESTERLY RIGHT OF WAY LINE, 264.89 FEET; THENCE DEPART SAID WESTERLY RIGHT OF WAY LINE S41°12'05"W, 15.00 FEET TO THE BEGINNING OF A NON TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 365.00 FEET, A CENTRAL ANGLE OF 46°54'44" AND A CHORD BEARING OF N25°20'34"W; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, 298.85 FEET TO THE POINT OF BEGINNING.
CONTAINING 0.998 ACRES, MORE OR LESS.

REFERENCE: SOUTHWINDS

PLAT PREPARED FOR THE FOLLOWING: (ONLY THE LAST DATE IS CERTIFIED ON SEALED COPY)

THIS PLAT OF SURVEY IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND/OR INDIVIDUALS LISTED BELOW, ON THE MOST CURRENT DATE, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER.

TYPE OF SURVEY	CERTIFIED TO	SURVEY DATE	JOB NUMBER
SKETCH OF	SHOPPES AT SOUTHWIND, LLC	3/25/14	13-0708
DESCRIPTION	CITY OF PORT ORANGE, FLORIDA		

NOT CERTIFIED TO ANY ENTITIES AND/OR INDIVIDUALS OTHER THAN THOSE LISTED ABOVE.

SHEET 2 OF 2

VALID WITH SIGNATURE & EMBOSSED SEAL ONLY

FOR: CITY OF PORT ORANGE, FLORIDA

	DATE	JOB NO.	P.C.	DRW.	CHECKED BY
SKETCH OF DESCRIPTION	MARCH 28, 2014	13-0708		JZ	JZ
BOUNDARY SURVEY					
TOPOGRAPHIC SURVEY					
FOUNDATION LOCATED					
FINAL IMPROVEMENTS					
RECEIPT/NOTIFICATION					
PROPOSED HOUSE LOCATION					

I HEREBY CERTIFY THAT THIS PLAT MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 51-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.022, FLORIDA STATUTES.

J.E. ZAPERT, P.L.S. NO. 4046
STEVEN T. KRUGER, P.L.S. NO. 4722
C.D. VAN WEECK JR., P.S.M. NO. 6149
MICHAEL S. MURPHY, P.S.M. NO. 6208



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/17/2015

Consent item: Yes

SUBJECT: 1. Extension of Wrecker Service Agreement

DEPARTMENT: Police Services

RECOMMENDED MOTION: To approve, subject to adoption of Resolution No. 2015-13, the Wrecker Service Contract Extension for Fryer's Towing Service

SUMMARY: A bid was solicited and awarded for the City's Wrecker Services Agreement to Landau Enterprises, Inc. d/b/a/ Fryer's Towing Service in 2013. This Agreement provides for three (3) contract extensions. The first extension was exercised in February, 2014. Staff and Landau Enterprises, Inc. d/b/a/ Fryer's Towing Service have both agreed to extend that contract for the second of three extension periods. Staff therefore recommends that Council approve the extension for an additional year as provided for in the attached extension agreement. This extension provides for an increase of 2% in the franchise fee, making the new monthly payment to the City of Port Orange \$8,484.14 until February 29, 2016, and an update to the maximum allowable towing fee resolution.

Project Funding Account
No.: No.:

ATTACHMENTS:

1.	Letter from Fryer's Requesting 2nd Extension	POPD Extension Letter 2.pdf
2.	Wrecker Contract Extension and Am. 2	Wrecker Extension Agreement.pdf
3.	Fryer's Inspection Report	Fryer's Inspection Report.pdf
4.	Fryer's Inspection Photos	Fryer's Inspection Photos.pdf
5.	Wrecker Contract	Wrecker Service Agreement 2013.pdf

Grabowski, Debbie
Monahan, Gerald
Riehm, Tracey
Gomez, Joseph
Roberts, Margaret
Harden, David

Created/Initiated - 01/30/2015
Approved - 02/02/2015
Approved - 02/03/2015
Approved - 02/05/2015
Approved - 02/11/2015
Final Approval - 02/11/2015

FRYER'S TOWING SERVICE

A Landau Enterprise Company

722 North Segrave St. ~ Daytona Beach, Florida 32114
Phone 386-255-0481 ~ Fax 386-255-7135 ~ Email glenn@fryerstowing.com
Insured and Accountable Certified Operators at your Service
Serving Volusia County Since "1927"
Federal ID # 59-2806863

February 10, 2015

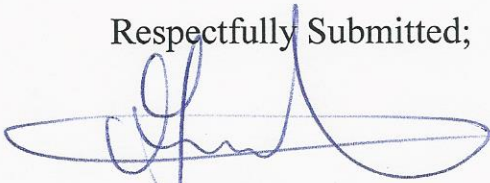
Port Orange Police Department
4545 Clyde Morris Boulevard
Port Orange, Florida 32129

Chief Monahan,

Dear Chief Monahan,

As time is fast approaching for the first of three extensions on our contract Bid #12-46 Wrecker/Towing Services with the City of Port Orange to come to its conclusion. We would like to ask the City Council to Grant us our second of three extensions with the 2% increase to the city as indicated in the original contract. Fryer's Towing Service is in agreement with the statutory clarification changes being made in the contract by the City of Port Orange, and will honor those changes if approved. Thank you for your consideration in this matter.

Respectfully Submitted;



Glenn Landau
Director of Operations FTS Daytona

AMENDMENT AND EXTENSION NO. 2 TO WRECKER SERVICE AGREEMENT

THIS AMENDMENT AND EXTENSION NO. 2 TO WRECKER SERVICE AGREEMENT ("Amendment And Extension") is made and entered into the day and year set forth hereinafter by and between the **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation located at 1000 City Center Circle, Port Orange, Florida 32129-4144 (the "City"), and **LANDAU ENTERPRISES, INC. D/B/A FRYER'S TOWING SERVICE**, a Florida corporation whose principal address is 722 N. Segrave Street, Daytona Beach, Florida 32114 (the "Towing Company"). (The City and the Towing Company are hereinafter collectively referred to as the "Parties.")

WHEREAS, the Parties entered into a Wrecker Service Agreement on January 23, 2013 (the "Contract"); and

WHEREAS, the term of the Contract provides for an initial term commencing on March 1, 2013 and continuing until February 28, 2014; and

WHEREAS, the Contract provides for up to three (3) optional one-year extensions upon mutual written agreement of the Parties; and

WHEREAS, the Parties entered into the first extension on February 4, 2014; and

WHEREAS, the Parties desire to exercise the option to extend the term of the Contract for an additional one-year term; and

WHEREAS, the Contract provides for a 2% increase in the monthly payment made by Towing Company to the City for each extension entered into; and

WHEREAS, the parties desire to amend the Wrecker Service Agreement to include the revised towing fee resolution.

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

1. The term of the Contract is hereby extended for one (1) year, commencing March 1, 2015, and expiring at midnight on February 28, 2016.

2. In consideration of the Towing Company being called by the City for the term as provided in the preceding paragraph, beginning March 1, 2015 the Towing Company shall pay to the City the sum of Eight Thousand Four Hundred Eighty-Four and 14/100 Dollars (\$8,484.14) per month during the term of this extension.

3. Section 4.a. of the Agreement shall be amended to read as follows:

The Towing Company may not charge the owner of the vehicle being towed or stored over the maximum rates as established by Resolution No. 15-13 of the City Council of the City of Port Orange.

4. All other terms and conditions of Wrecker Service Agreement shall remain in full force and effect.

5. This Amendment and Extension may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Extension shall be deemed valid

as if an original signature was delivered. No contract shall be formed between Contractor and the City until both parties have signed this Extension.

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

[remainder of page intentionally left blank]

Witnesses:

LANDAU ENTERPRISES, INC. D/B/A
FRYER'S TOWING SERVICE

Printed Name: _____

By: _____
Glenn D. Landau, President

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Glenn D. Landau, as President of Landau Enterprises, Inc. d/b/a Fryer's Towing Service, a Florida corporation, and who:

[Notary: Please select one]

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

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Allen Green, Mayor

Attest:

Printed Name: _____

Robin L. Fenwick, CMC, City Clerk

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

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

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

Storage Facilities and Office Requirements Inspection

Wrecker Company Fryer's Wrecker

Date 01/28/2015

Address 722 N. Seagrave, Daytona Beach, Fl. **Company Rep.** Glenn Landau

Inspector(s) Ofc. Jesse Pierson

- 1) Contain a minimum of one hundred (100) spaces in an area which is completely secured and fenced at all times.**

The lot is surrounded by chain link fence with barbwire. There is sufficient parking for 100 stored vehicles (approx. 32,016.70 sq. ft.)

- 2) Minimum of two (2) spaces inside a building affixed to a permanent foundation for storing vehicles which require police processing. Protected from weather and security to preserve the evidence and legal chain of custody. Sufficient space to access and process vehicles. Not a general use garage or service bay. Not accessible to employees of towing service.**

The facility has a multi-car garage. The area is measured 20 feet by 25 feet (500 sq. ft.). There are keys to the bay door and the door leading into the storage area. The Garage is not a general use garage or service bay. The garage is empty and ready to be used at any time. The storage area has floor to ceiling walls. When a vehicle is stored, the only keys to the garage will be handed over to the investigation officer to insure the integrity of any evidence.

- 3) Own or lease property where office and storage facility is located. Leased for the term of agreement. (One calendar year). Locate within a 5 mile radius from the City of Port Orange limits, on the same premises as the office.**

The property is leased by Fryers Towing and is located with 5 miles of the City of Port Orange limits.

- 4) Employee on scene from 0700hrs to 1700hrs Monday-Friday, on-call at all times.**

Fryer's Wrecker's hours of operation are 7:00am to 6:00pm and an employee is on-call at all times.

- 5) Storage facility must be in compliance with all state, local and federal laws.**

The facility is located in the City of Daytona Beach: therefore I was unable to determine if the facility is in compliance with local codes. Fryers Towing does have an occupational license issued by the City of Daytona Beach and a Volusia County occupational license.

- 6) Facility free from trash, rodents, insects and any other cause for contamination of vehicles.**

The facility was clean and free from trash. No signs of rodents or a major insect problem.

- 7) Facility shall have comprehensive security to protect property and public that enters vehicle.**

The facility has comprehensive security including, fencing, barbed wire, and a surveillance system.

- 8) **Minimum of four (4) wreckers: two (2) class B wreckers (one four wheel drive), one (1) class C wrecker, one (1) class A wrecker (four wheel drive).**

Fryer's Wrecker exceeds the number of required wreckers.

- 9) **Direct phone line in office, cell-phone communication between office and trucks.**

There is an office phone line and the wrecker drivers are contacted via cell-phone.

- 10) **Posted signage with one inch black lettering and white background with list of charges.**

Fryers Towing has the proper signage with the list of the City of Port Orange towing charges.

Inspectors Synopsis

The inspection was conducted on 01/28/2015 at 722 Seagrave St, Daytona Beach, Florida. Fryer's Towing Operations manager Glenn Landau was on scene for the inspection. I found the facility to be clean and uncluttered. There were no deficiencies observed during this inspection. The tow trucks were clean and in good condition. Fryers Towing currently has the City of Port Orange's towing contract and has passed all recent inspections.

(See attached photographs and vehicle inspection forms)

Inspected by: Ofc. Jesse Pierson

Date: 01/28/2015

Fryer's Towing



722 N Seagrave St, Daytona Beach, Fl, 32114



Storage area



Empty Storage area



Office area



Secured gate entering lot



Barbed wire and video surveillance



Video surveillance



Class A 4x4



Class A



Class B (Rollback)



Class C



WRECKER SERVICE AGREEMENT

THIS AGREEMENT entered into this 22 day of January, 2013, by and between the **City of Port Orange, Florida**, a municipal corporation, located at 1000 City Center Circle, Port Orange, Florida 32129, hereinafter referred to as "City" and **Landau Enterprises Inc. d/b/a Fryer's Towing Service**, a Florida corporation with its principal place of business at 722 N. Segrave Street, Daytona Beach, Florida 32114, hereinafter referred to as "Towing Company," pursuant to the City's Bid No. 12-46, Wrecker/Towing Services.

WITNESSETH

1. The Towing Company shall provide the following services:

- a. When so authorized by a representative of the City, the Towing Company shall provide for the towing and storage, when required, of motor vehicles and trailers from public or private property lying within the City of Port Orange.
- b. When authorized by a representative of the City, the Towing Company shall provide for the towing and storage of any motor vehicle, trailer, motorcycle, or motor scooter which is towed under the provisions of Chapter 70 or other applicable provisions of the Code of Ordinances of the City of Port Orange covering the removal and/or impounding of illegally parked or disabled vehicles, applicable State Statutes, or which is otherwise impounded or required to be moved by or at the direction of a police officer, from the point of origin to the place of business of the Towing Company, and provide for the towing and storage of any vehicle or trailer from the scene of an accident to a location within the City, as designated by the owner of the vehicle (which may be a place of business other than the place of business of the Towing Company).
- c. When authorized by a representative of the City, the Towing Company shall tow and/or service the following vehicles at no charge to the City: (1) Police Department or Fire Department vehicles, owned or leased; and (2) vehicles seized under Chapter 932, Florida Statutes.

All other City owned or leased disabled vehicles shall be towed and/or serviced at no charge excluding refuse collection vehicles and vehicles leased by the City where the Lessor is responsible for the towing/servicing.

Any disabled city owned or leased vehicle that shall be towed shall be removed from its point of disability (within a twenty (20) mile radius of the City limits to any point within the City) as may be directed by the City.

- d. The Towing Company shall, at no cost to the City, promptly clean all debris off the public streets, ways, sidewalks, parks, avenues, and property of the City, and remove the same to a proper place away from the scene of any motor vehicle accident if the accident scene is to be, is being, or has been serviced by the Towing Company.

- e. The Towing Company guarantees that wrecker service shall be rendered at any and all times, as required by this Agreement, twenty-four (24) hours a day, seven (7) days a week, including holidays, and that personnel shall be subject to call at any and all times. The Towing Company further guarantees that, for all emergency response calls, it shall be at the requested location within the City limits within twenty (20) minutes from the time the Towing Company, its representative, or answering service receives a call requesting that a wrecker be dispatched. All calls are considered emergency within the City of Port Orange and must be responded to within the 20 minute time period. The time shall not exceed twenty (20) minutes even during special times (bike week, speed week, spring break, etc.) Wrecker vehicles shall not be parked at private residences within the municipal boundaries of the City of Port Orange. A call for emergency response shall include existing or potential conditions at a scene requiring that vehicles be removed and/or roadways cleared as soon as possible in the judgment of the requesting police officer.
- f. The Towing Company shall answer expeditiously all calls from the Port Orange Police Department, or other City representative, for on-scene service at accidents and shall immediately remove all debris and obstructions caused by accidents even if actual towing is not required (cleanups).
- g. Upon request, the Towing Company shall provide the Port Orange Police Department with reasonable assistance in the examination of vehicles stored by the Towing Company. Such assistance shall include the availability and use of a wrecker at the storage site for the moving of vehicles to be examined by the police.
- h. All services rendered by the Towing Company under this Section 1 shall be at no expense to the City, unless specifically provided otherwise.

2. Payment to the City

In consideration of the Towing Company being called by the City for the term as provided in Section 3 below, beginning March 1, 2013 the Towing Company shall pay to the City the sum of Eight Thousand One Hundred Fifty Four and 69/100 Dollars (\$8,154.69) per month during the Initial Term of this Agreement. If this Agreement is renewed, monthly payments by the Towing Company to the City shall increase as set forth in paragraph 3.b. below.

The City of Port Orange Finance Department will invoice the vendor on a monthly basis 15 days prior to the due date for the monthly contract amount. Towing Company shall remit payments to the following address:

City of Port Orange
Finance Department
Attn: Comptroller/Accounts Receivable
1000 City Center Circle
Port Orange, Florida 32129

Payments shall be due on the first day of each month. Towing Company shall provide to the Finance Department Comptroller copies of all paid invoices for services provided each month as a result of this contract with the monthly payment as more fully set forth in paragraph 18 herein. Such invoices may be in the form of a computer printout.

3. Term

- a. The initial term of this Agreement shall be for a period of twelve (12) months commencing on March 1, 2013, and continuing until February 28, 2014 (the "Initial Term").
- b. Extension - The City shall have the option of extending this contract for three (3) consecutive twelve-month periods: (1) The first extension period beginning on March 1, 2014 and ending on February 28, 2015 and shall include a 2% increase making the new monthly payment \$8,317.78; (2) The second extension period beginning on March 1, 2015 and ending on February 28, 2016 and shall include a 2% increase making the new monthly payment \$8,484.14; (3) The third extension period beginning on March 1, 2016 and ending on February 28, 2017 and shall include a 2% increase making the new monthly payment \$8,653.82.
- c. It is further understood by the parties to this Agreement that in the event the Towing Company is unable to respond to a call with one of its own wreckers, it remains responsible for providing a wrecker during the term of this Agreement. Towing Company may utilize a wrecker from any other wrecker company licensed in the City, the County, or any other municipality located in Volusia County. In such cases, the substitute wrecker shall comply with the terms agreed upon herein.

4. Rate Charged Owners and the City

- a. The Towing Company may not charge the owner of the vehicle being towed or stored over the maximum rates as established by Resolution No., 09-26 of the City Council of the City of Port Orange, a true and correct copy of which is attached hereto as Exhibit "A."
- b. The City shall not be liable in the event of nonpayment by the owner of the vehicle being towed.
- c. Charging rates in excess of the legal maximum rate subjects this Agreement to termination as provided in paragraph 23.
- d. The rates for towing/servicing of City owned/leased vehicles shall be as outlined previously in Paragraph 1.c. The City shall not be charged for any services rendered to it under this agreement except as specifically provided under this agreement.
- e. Towing Company agrees to tow abandoned or junked vehicles at no charge to the City, and City shall surrender all salvage rights to the vehicle to Towing Company and shall retain no liens upon the vehicle.

- f. The services specified in Section 1 of this Agreement shall be provided at no cost to the owner of the towed vehicle whenever the City determines that the vehicle was towed in error at the request of the City. The City, in such a case, shall not be responsible for payment of towing charges or storage costs.

5. Salvage Rights

In consideration for the services to be provided by the Towing Company under the terms of this Agreement, the City hereby grants the Towing Company all salvage rights that may be permitted by law on any vehicle which may be towed pursuant to this Agreement and as specifically outlined in Paragraph 4.e, excluding those vehicles seized and held for possible forfeiture by the City. The City shall not be charged towing charges or storage fees for temporary storage in cases of vehicles seized for forfeiture.

6. Storage Facilities and Office

- a. The Towing Company shall maintain an office and a storage garage and/or outside storage facility complying with applicable building, zoning and land use regulations. Such storage facility shall:
 - (1) Contain a minimum of seventy-five (75) spaces at a minimum 8 ½ feet x 17 feet in an area which is completely secured and fenced at all times. (Per Land Development Code Chapter 12 Section 6 (b) (1) (b) for compact parking spaces.)
 - (2) Have available a minimum of two (2) spaces inside a building affixed to a permanent foundation for storing vehicles which require police processing. Moveable storage facilities are not acceptable. These spaces shall be maintained to provide protection from the weather and security to preserve the evidence and legal chain of custody for vehicles which require police processing. These spaces shall consist of sufficient space and access for police processing of a vehicle stored therein. The inside spaces shall be dedicated and available to the City twenty-four (24) hours per day, seven (7) days per week, including holidays, for so long as this Agreement is in effect. The spaces may be shared by other municipalities when not in use by the City, but must be vacant and available for the exclusive use of the City when the need arises. When occupied by a vehicle, the spaces shall be locked and secured, with exclusive rights given only to the City of Port Orange. In other words, they will be locked and no one is to have a key except the City of Port Orange.
 - (3) Be located within a five (5) mile radius from the City of Port Orange limits, on the same premises as the office.
- b. The Towing Company shall own or lease the property where the office and storage facility are located. In the event that the property is leased, the term of said lease shall be not less than the term of this Agreement or any extension thereof as set forth in Section 3. The Towing Company shall provide a copy of the current lease or deed for prequalification, upon request by the City, and upon any extension of the Agreement by the City. The

Towing Company shall furnish copies of subsequently effective leases and deeds to the City and shall notify the City within three (3) business days upon receiving notice of cancellation, termination, or non-renewal of any lease and any change in ownership. The City reserves the right to terminate this Agreement in the event of expiration, cancellation, termination, or non-renewal of any lease for the property and any change in ownership.

- c. The Towing Company shall have an employee on duty at said storage facility from 7:00 A.M. to 5:00 P.M. Monday through Friday, **excluding legal holidays and shall have an employee available on call for Police Department access to said facility out of hours and on holidays.** An employee of the Towing Company shall be on call twenty-four (24) hours per day, seven (7) days per week and able to respond to any call with arrival at the requested location within twenty (20) minutes.
- d. Storage facilities shall be in compliance with all state, local and federal regulations. The facility shall be free from trash, rodents, insects and any other cause for contamination of vehicles. The facility shall have comprehensive security to protect property and public that enters the premises. Failure to maintain a clean, safe and secure facility shall subject this Agreement to termination as provided in paragraph 23.
- e. Storage facilities, all equipment and wrecker operations shall be subject to inspection upon twenty-four (24) hours' notice by the City and shall be required to obtain approval from the City as a prequalification to bid. Storage facilities shall be subject to periodic inspections at any time by the Police Chief or his designee during the term of this Agreement when deemed necessary by the City to insure compliance with this Agreement.
- f. Vehicles that have been marked "HOLD" for investigative or forfeiture purposes by the Police Department shall be held at the storage facility, unless indicated otherwise, for whatever period of time necessary to properly process the vehicle and finish the investigation, at no charge to the City. Personnel of the Police Department shall be permitted access to such vehicles at any time. Vehicles marked "HOLD" shall be secured and stored in enclosed locked areas with no access by any person except as authorized by the Police Department. The Towing Company shall maintain comprehensive security to protect all stored vehicles and their contents from theft and damage. At such time the City releases the "HOLD," storage fees may begin to accrue against the owner of the vehicle.

7. Wrecker Equipment and Wrecker Company Personnel

- a. The Towing Company shall, during the term of this Agreement, own or lease a minimum of four (4) wreckers to provide the services specified in this Agreement. The wreckers shall include: two (2) Class "A" wreckers, one (1) of which shall have four-wheel drive; one (1) Class "C" wrecker; and one (1) car carrier. The wreckers of the Towing Company shall meet the requirements and specifications established and set forth in the Rules of the Police Department attached hereto as Exhibit "B."

- b. No owner, partner, employee, or agent of the Towing Company shall have been convicted of any felony within the last ten (10) years. For the purposes of this section, a conviction shall mean an adjudication of guilt by a court of competent jurisdiction; a plea of guilty or nolo contendere; or a judge's finding or a jury verdict of guilty when adjudication is withheld and the accused is placed on probation within the last ten (10) years.
- c. The Towing Company shall not hire or retain any wrecker driver, permanently or temporarily, who has been convicted of the offense of driving under the influence of alcohol or any controlled substance or chemical substance to the extent that normal faculties are impaired or driving with an unlawful blood alcohol level, or of any criminal traffic offense, within the last ten (10) years.
- d. For prequalification, upon extension of this Agreement, and within five (5) business days of hiring any new employees, the Towing Company shall provide written notice to the Police Department of the names, addresses and drivers license numbers of all employees of the Towing Company.

8. Telephone Communications

The Towing Company shall provide cellular telephone communication between the office and all tow trucks operated by the Towing Company. The Towing Company shall maintain a direct telephone line for incoming police calls.

9. Non-Exclusiveness of Service

The Towing Company agrees that the owner or person in possession of any vehicle that has been incapacitated shall have the opportunity to contact a wrecker or tow company of his/her own choosing if the disabled vehicle does not create a hazardous condition and a reasonable response time can be expected. Said person, at the accident or place of incapacity, shall be given the opportunity to have such vehicle towed to a location other than the storage facility of the Towing Company.

10. Benefits from Repairs

The Towing Company shall not benefit directly or indirectly without the express written consent of the owner of the vehicle, or the owner's designated representative, from any motor vehicle repair or painting with respect to vehicles towed and/or stored by the Towing Company under the terms and provisions of any Agreement between the City and the Towing Company. Any such agreement between the Towing Company and the owner, or between the Towing Company and a repair facility, shall state the repairs/painting to be done as well as the price and terms of payment therefor.

11. Liability of Towing Company

The liability of the Towing Company for any towed vehicle and all property contained therein shall commence at the time a wrecker is hooked to any vehicle to be towed. The Towing Company or

its employee, representative, or agent shall inventory all personal property contained in the vehicle to be towed or endorse the inventory prepared by the police officer in charge.

12. Personal Property in Vehicles

To the extent provided by law, the Towing Company shall be accountable and liable for damage or loss to all personal property in the vehicles towed and for all vehicle accessories. Personal property situated in a vehicle stored by the Towing Company shall not be disposed of to defray any charges for storage or towing of the vehicle, except as provided by law. All such personal property shall be returned at once, unless directed otherwise by the City, to the owner or person entitled to legal possession thereof upon proper proof of ownership or right to possession, as provided by law. The determination of the owner or person entitled to legal possession shall be made by the Towing Company. Should the Towing Company release any personal property, the Towing Company shall obtain a receipt for the property from the owner or person entitled to possession thereof.

13. Release of the Vehicle

The Towing Company agrees to release any vehicle, which has not been marked "HOLD" to the proper owner, or person entitled to possession of the vehicle. Any vehicle that has been marked "HOLD" by the Port Orange Police Department cannot be released without prior written authority from the Police Department. The Towing Company shall require proper proof of ownership or right to possession before releasing a vehicle, and the Towing Company shall obtain a receipt for the vehicle. The Towing Company shall deliver to the **Port Orange Police Department, 4545 Clyde Morris Boulevard, Port Orange, FL 32129** by 9:00 a.m. daily a report of all vehicles released the previous day.

14. Posting Charges

The Towing Company shall prominently post a sign at the storage facility in such a manner that it is conspicuous to the public with one-inch black lettering on a white background, which lists the charges to be imposed upon persons whose vehicles are towed pursuant to this Agreement. As to such persons, the Towing Company shall not impose any charges that exceed the legal maximum rate established for the City of Port Orange.

15. Itemized Statements

Should any owner or person entitled to possession of a towed and/or stored vehicle seek to reclaim the same from the Towing Company, the Towing Company shall provide such owner or such person offering evidence of title and right to possession with an itemized statement of all charges related to the towing and storage of such vehicle.

16. Indemnification

The Towing Company shall indemnify and hold harmless the City of Port Orange and its agents, officers and employees from and against all claims, damages, losses, and expenses, including but

not limited to attorneys' fees incurred prior to the filing of a suit and throughout any court proceeding, arising out of or resulting from the work or services or the performance of operations under this Agreement, provided that the claim, damage, loss and expense is caused in whole or in part by any willful or negligent act or omission of the Towing Company, any subcontractor, anyone directly or indirectly employed by any one of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

17. Insurance

a. Required Insurance:

The Towing Company shall purchase and maintain, at its own expense, the following types and amounts of insurance:

(1) Workers' Compensation Insurance:

Workers' Compensation Insurance for all employees and subcontractors of the Towing Company connected with the work, which is the subject of this Agreement. The insurance required by this provision shall comply fully with the Florida Workers' Compensation Law and include Employers Liability Insurance with limits of not less than \$500,000 per occurrence or the statutory requirements whichever is greater. No class of employee, including the Towing Company itself, if an individual, shall be excluded from the Workers' Compensation coverage.

(2) Garage-keeper's policy. A garage-keeper's legal liability policy covering fire, theft, and other insurable perils in the minimum amount of \$75,000.00, and a deductible not exceeding \$1,000.00.

(3) On Hook/Cargo liability policy with a minimum limit of \$75,000.00 and a deductible not exceeding \$1,000.00.

(4) Automobile liability policy, covering the operation of wrecker's business, equipment, and vehicles with a combined single limit for bodily injury and property damage of no less than \$250,000.00.

(5) General liability policy. A general liability policy, covering the operation of wrecker's business, equipment and vehicles, with a combined single limit for bodily injury and property damage of no less than \$250,000.00.

(6) The above insurance coverage shall name the City of Port Orange as additional insured, with the exception of Workers' Compensation Insurance.

b. Proof of Insurance

The Towing Company shall furnish proof of insurance acceptable to the City showing the City as an additional insured within ten (10) days of the City Council award of this

Agreement. The Towing Company shall not commence work under this Agreement until it has obtained all the insurance required under this Agreement and such insurance has been filed with and approved by the City. The Towing Company shall furnish evidence of all required insurance in the form of certificates of insurance which shall clearly outline all hazards covered as itemized above, the amounts of insurance applicable to each hazard, the expiration dates, and shall contain the following language as to cancellation:

In the event of cancellation of this policy by the insurer or any insured, this company shall give not less than thirty (30) days advance written notice to:

City Manager
City of Port Orange
1000 City Center Circle
Port Orange, Florida 32129

Upon request by the City, the Towing Company shall furnish copies of the insurance contracts to support the certificates of insurance and the Towing Company shall be required to satisfy any revision by the City.

The Towing Company shall file replacement certificates thirty (30) days prior to expiration or termination of the required insurance occurring prior to the expiration of this Agreement. In the event such insurance shall lapse, the City expressly reserves the right to either declare a breach of this Agreement and terminate, or renew the insurance at the Towing Company's expense. The renewal of the insurance shall not waive the City's right to declare a breach of this Agreement.

The Towing Company agrees to comply with all applicable state and federal laws, rules and regulations. Nothing in this Section 17 shall be construed to reduce or limit any commercial insurance required for towing company operation by applicable state or federal laws, rules or regulations.

18. Records, Books and Payment

The City reserves the right, during normal business hours, to inspect and audit the Towing Company records pertaining to services provided under this Agreement. All records shall be maintained at one central location as provided hereinafter.

- a. The Towing Company shall maintain for one (1) year following the towing of any vehicle towed under authority of a representative of the City, the following records of such tow:
 - (1) Where the vehicle was towed from; the date towed; the driver who towed the vehicle; where it was towed to; a complete description of the vehicle; the name and address of the registered owner; the disposition of the vehicle; the date the vehicle was released or disposed of; and all correspondence and documents sent or received concerning said vehicle, as required by this Agreement.

- (2) The Towing Company shall be required to submit a list of all vehicles towed under authority of the Police Department every twenty-four (24) hours, describing each vehicle by Make, Year, Model, VIN, and Tag Number to the **Volusia County Communications Center fax #386-254-1597**.
- (3) The records shall be submitted utilizing the following procedures:
 - (a) The company shall provide and maintain telecommunications equipment or e-mail as approved by the Police Department, capable of transmitting documents between the Police Department and the Towing Company.

19. **Right to Cancel Service Call**

The City shall have the right to cancel a request for Towing Company services until the time the wrecker arrives on the scene, and there shall be no charge to the City or the vehicle operator/owner. When a wrecker is to be canceled, it shall be canceled over the police radio prior to the wrecker's arrival on the scene. The term "arrives on the scene" is construed to mean that the responding wrecker has arrived within the close physical proximity of the vehicle to be towed and the wrecker has stopped in preparation to perform the towing service.

20. **Compliance with Laws and Rules**

The Towing Company agrees to and shall comply with all applicable provisions of the Florida Statutes, including Section 316.530, all applicable City ordinances, resolutions, and the Rules of the Port Orange Police Department, Exhibit "B," unless otherwise provided by ordinance or this Agreement.

21. **Surety Performance Bond**

Within ten (10) days after award of this Agreement by the Port Orange City Council, the Towing Company shall post a surety performance bond in the amount of Fifty Thousand and No/100 Dollars (\$50,000.00) in a form substantially similar to the form attached hereto as Exhibit "C." Such bond shall be periodically updated to remain effective during the entire term of this Contract. If any surety bond furnished in connection with this Agreement becomes unacceptable to the City, Towing Company shall promptly furnish such additional security as may be required from time to time to protect the interests of the City. The surety shall be rated "A" or better by A.M. Best Company. The bond shall be used by the City in the event:

- a. Towing Company fails to provide wrecker service required by this Agreement, for the purpose of defraying costs incurred in making adequate arrangements for towing services, including the City's actual administrative costs.
- b. Towing Company breaches the terms of this Agreement and it is terminated by the City as provided in Section 23, for the purpose of defraying the cost of rebidding this Agreement.

22. Penalty

Penalty for Late Response to emergency response calls. The Towing Company shall respond immediately to all emergency calls for service, and shall be at the location within twenty (20) minutes from the time the call is received.

The contractor assumes all liability in meeting the twenty (20) minute response time including but not limited to any and all damages resulting from traffic accidents caused by the Towing Company's delay in response. During any twelve (12) month period, failure to meet the twenty (20) minute response time shall result in a progressive monetary penalty and up to termination, as follows:

First Offense	\$50.00
Second Offense	\$100.00
Third Offense	\$150.00
Fourth Offense	Automatic suspension and up to termination

The Towing Company shall not be assessed the penalty for delay or failure in providing service when such delay or failure is the result of fire, flood, strike, act of God, act of government, act of alien enemy or by any circumstances which, in the Police Chief's opinion, is beyond the control of the Towing Company. Act of government shall not include enforcement of Chapter 316, Florida Statutes.

23. Breach of Agreement and Termination

- a. It shall be the right of the Police Chief and any officials of the City which he may designate to observe closely the wrecker service operations and if, in the opinion of the Police Chief, there has been a breach of contract, the Police Chief shall so notify the Towing Company, in writing, specifying the manner in which there has been a breach of contract. If termination of the Agreement due to breach is recommended, the Police Chief may so notify the City Manager and a hearing shall be set for a date within fifteen (15) calendar days of such notice. At that time, the City Manager shall hear the Towing Company and the City representatives, and shall make a determination as to whether or not there has been a breach of contract, and shall direct what further action shall be taken by the City, including but not limited to termination of this Agreement, as hereinafter provided. Pending the hearing, the Police Chief has the right to suspend the Towing Company's operators under this Agreement, if he deems it necessary to protect health, safety and welfare; and the Towing Company shall have no recourse against the City for the suspension. Any lesser remedial action than termination shall not waive the City's right to further remedial action.
- b. In addition to terminating this Agreement, the City may recover from the surety bond all actual administrative costs as provided by Section 21 of this Agreement.
- c. The City may, if it so elects, pursue any other remedies provided by law for breach of this Agreement or any of its terms, covenants, conditions, or stipulations.

No right or remedy herein conferred upon or reserved to the City or the Towing Company is intended to be exclusive of any other right or remedy, and each and every right and remedy given hereunder, or now or hereafter existing at law or at equity or by statute.

24. Misleading, Dishonest, and Illegal Practices

- a. The Towing Company warrants that it shall not engage in any misleading, dishonest, or illegal practices with regard to the vehicles towed pursuant to this Agreement, and shall charge owners of vehicles only those amounts permitted under this Agreement for those services covered by this Agreement. In the event that an overcharge or other violation covered by this section is reported to the City, the City shall promptly notify the Towing Company of the alleged violation.
- b. If a satisfactory written explanation is not received by the City within twenty-four (24) hours from the Towing Company, or the violation is not otherwise remedied and assurances given that similar violations shall not occur in the future, within the twenty-four (24) hour period, the violation shall constitute a breach of this agreement that may be reported to the City Manager for termination of this Agreement or other appropriate action as provided by Section 23 herein.

25. Notice

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

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

Copy to: Port Orange Police Department
Attention: Gerald M. Monahan, Jr., Chief of Police
4545 Clyde Morris Blvd.
Port Orange, Florida 32129
(386) 506-5800

Towing Company:
Landau Enterprises, Inc.
d/b/a Fryer's Towing Service
Attention: Glenn D. Landau, President
722 N. Segrave Street
Daytona Beach, Florida 32114
(386) 255-0481

26. Miscellaneous

- a. The descriptive headings appearing in this Agreement and by law are for convenience only and are not to be construed either as a part of the terms and conditions hereof or as any interpretation thereof.
- b. The bid documents and specifications, attached hereto, are made a part of this Agreement, as if fully set forth herein.
- c. It is mutually understood and agreed that nothing contained in this Agreement is intended or shall be construed, as in any way creating or establishing the relationship of co-partners or joint ventures between the parties hereto or as constituting the Towing Company as agent or representative of the City for any purpose or in any manner whatsoever.
- d. The Towing Company shall not assign this Agreement and its rights hereunder, in whole or in part, except with the prior written consent of the City.
- e. In the event of any claim, action, litigation, or proceeding in court under this Agreement or in the event of any settlement of a dispute under this agreement prior to a proceeding filed in court the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs.

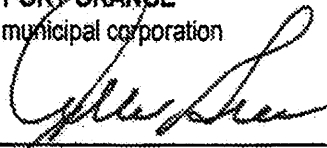
[Remainder of page intentionally left blank]

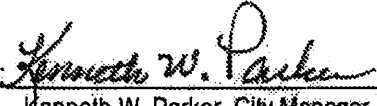
Witnesses:


Printed Name: Robin Fenwick


Printed Name: Laura Tennant

CITY OF PORT ORANGE
a Florida municipal corporation

By: 
Allen Green, Mayor

Attest: 
Kenneth W. Parker, City Manager

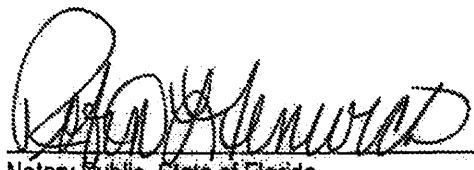
Date: January 22, 2013

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 22 day of January, 2013, by Allen Green and Kenneth W. Parker, as Mayor and City Manager, respectively, of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who are personally known to me.



ROBIN L. FENWICK
MY COMMISSION # EE 115007
EXPIRES: August 26, 2015
Bonded Thru Budget Notary Services


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

Witnesses:

LANDAU ENTERPRISES, INC.
a Florida corporation
d/b/a FRYER'S TOWING SERVICE

Darcie Podgorski-Benedix
Printed Name: Darcie Podgorski- Benedix

By: _____

Glenn D. Landau, President

Ruth L. Landau
Printed Name: Ruth Landau

Date: January 15, 2013

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 15th day of January, 2013, Glenn D. Landau, President of Landau Enterprises, Inc., a Florida corporation doing business as Fryer's Towing Service, and who:

(Notary: Please select one)

☒ is personally known to me; or

☒ has produced Florida DL as identification.



Darcie Podgorski-Benedix
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/17/2015

Consent item: Yes

SUBJECT: 2. Resolution 15-13 - Maximum Nonconsensual Tow Rates

DEPARTMENT: Police Services

RECOMMENDED MOTION: Move to approve Resolution 15-13.

SUMMARY:

This Resolution will update our maximum allowable towing rates to provide for advancements in technology which have led to a more efficient method of vehicle dry-in and to expressly provide for statutorily authorized fees for administration and lien processing.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Resolution 15-13	Resolution 15-13.pdf
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Jones, Matthew
Monahan, Gerald
Riehm, Tracey
Roberts, Margaret
Harden, David

Created/Initiated - 02/02/2015
Approved - 02/02/2015
Approved - 02/06/2015
Approved - 02/11/2015
Final Approval - 02/11/2015

RESOLUTION NO. 15-13

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, ESTABLISHING RATES WHICH MAY BE CHARGED BY WRECKERS WITHIN THE CITY LIMITS; PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 166.043(a)(b) of the Florida Statutes (2014) provides that local governments may enact rates for the removal and storage of wrecked or disabled vehicles from an accident scene or the removal and storage of vehicles in the event the owner or operator is incapacitated, unavailable, leaves the procurement of wrecker service to the law enforcement officer at the scene, or otherwise does not consent to the removal of the vehicle (hereinafter generally referred to as “nonconsensual tows”);

WHEREAS, Section 18-226 of the City of Port Orange Code of Ordinances provides that the City Council may, by resolution, establish rates that may be charged by any wrecker licensed to do business within the City;

WHEREAS, it is the City Council’s intent to establish the rates only for nonconsensual tows within the City of Port Orange

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

SECTION 1. The City of Port Orange hereby adopts the following maximum rates, attached as Exhibit A, until amended by resolution, for the removal and storage of wrecked or disabled vehicles from an accident scene or the removal and storage of vehicles in the event the owner or operator is incapacitated, unavailable, leaves the procurement of wrecker service to the law enforcement officer at the scene, or

otherwise does not consent to the removal of the vehicle, when the point of origin of the tow services are within the boundaries of the City of Port Orange.

SECTION 2. All resolutions or parts of resolutions in conflict with the provisions of this resolution are hereby repealed to the extent of such conflict. This resolution expressly supersedes Resolution 09-26.

SECTION 3. If any provision of this resolution or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the resolution which can be given effect without the invalid provision or application, and to this end the provisions of this resolution are declared severable.

SECTION 4. This resolution shall become effective immediately upon final passage by the City Council.

MAYOR ALLEN GREEN

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Adopted on the day of _____, 2015

Reviewed and Approved: _____
 Assist. City Attorney

EXHIBIT A
MAXIMUM NONCONSENSUAL TOW RATES

A. Maximum rates to be charged for the removal and storage of wrecked or disabled vehicles from an accident scene or the removal and storage of vehicles in the event the owner or operator is incapacitated, unavailable, leaves the procurement of wrecker service to the law enforcement officer at the scene, or otherwise does not consent to the removal of the vehicle, when the point of origin of the tow services are within the boundaries of the City of Port Orange shall be:

- | | |
|--|-----------|
| 1. Towing vehicles, Class A, under 9,999lbs shall be: | \$125.00 |
| 2. Towing vehicles, Class B, under 19,500lbs GVWR: | \$250.00 |
| 3. Towing vehicles, Class C, 19,501 to 24,999lbs GVWR: | \$375.00 |
| 4. Towing vehicles, Class D, greater than 25,000lbs GVWR: | \$500.00 |
| 5. When a flatbed is needed to accomplish the tow, a flat additional fee: | \$10.00 |
| 6. When dollies are required to accomplish the tow, a flat additional fee to tow the vehicle on dollies of: | \$35.00 |
| 7. If a tarp is required, a flat fee of: | \$15.00 |
| 8. If self-adhesive film is required to dry-in the vehicle, a flat fee of: | \$37.50 |
| 9. Additional flat fee per fifteen (15) minutes of extra labor for complicated situations, i.e., water recovery, extrication of vehicle from pole, tree, or house, righting overturned vehicle or clearing away a large amount of debris at an accident scene, a fee of \$25.00 per fifteen (15) minutes | |
| 10. Water recovery with the wrecker company using their own certified scuba diver to make the recovery: | \$125.00 |
| 11. Services charges | |
| a) Wrecker on-scene and owner arrives | \$25.00 |
| b) Wrecker not on scene and owner arrives | no charge |
| 12. Ancillary Charges | |
| a) Double hook-up | \$15.00 |
| b) Vehicle entry when locked | \$15.00 |
| c) Drop transmission linkage | \$15.00 |
| d) Axle or drive shaft removal | \$15.00 |
| 13. Storage Rates per day: | |
| a) Any vehicle at compound under twelve (12) hours | no charge |
| b) Class A | \$25.00 |
| c) Class B | \$30.00 |
| e) Class C | \$60.00 |
| f) Class D | \$60.00 |
| 14. After business hours vehicle release fee: | \$35.00 |

B. An administrative fee of \$25.00 may be assessed if a vehicle remains in storage for more than 24 hours. After 72 hours of storage (excluding weekends and holidays), a lien processing fee may be imposed for the actual costs of notifications required by F.S. 713.78 or \$65.00, whichever is less.

C. No other charges or fees, other than those specified and authorized in this schedule, are allowed for services provided by this resolution, including charges for mileage when towed from a point in the City to impound yard.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/17/2015

Consent item: Yes

SUBJECT: Deductive final change order to National Metering Services for Task Authorizations 1 and 2

DEPARTMENT: Public Utilities

RECOMMENDED MOTION: Approval of Deductive Change Order No. 2 for Task Authorization No. 1, in the amount of -\$112,770.50 and Deductive Change Order No. 2 for Task Authorization No. 2, in the amount of -\$85,300.00.

SUMMARY: National Metering Services, Inc. successfully completed replacement of 4519 3/4" potable water meters, 499 3/4" reclaimed meters, 3086 flex units, and 210 of the 400 large meters to be replaced. The majority of the large meter locations are going to require Public Utilities Staff to change out the curb stops. The meters are removed for the curb stop installation so it makes good sense to simply install the new meter rather than the old one when the curb stop is changed.

Public Utilities is requesting closure of this contract. The remainder of the meter installations will be finished with City Crews.

Project No.: MMM101
ZMI044

Funding Account No.: 42108005336397
42105005365531

ATTACHMENTS:

1.	Change order #2, Task 1	CO#2 Task 1 signed by vendor.pdf
2.	Change order #2, Task 2	CO#2 Task 2 signed by vendor.pdf

Wiggins, Julia
Wilson, Rick
Riehm, Tracey
Harden, David

Created/Initiated - 01/16/2015
Approved - 01/19/2015
Approved - 01/27/2015
Final Approval - 02/04/2015

CHANGE ORDER NO. 2
 To Task Authorization No.1 dated August 12, 2014
 To Standard Contract for Services dated December 3, 2013
 National Metering Services, Inc., Contractor

Project: Project Numbers ZMI044 and MMM101 – Upgrade to the City's water metering system by a combination of meter replacement and the retrofitting of existing meters to a complete and fully operational radio frequency.

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$240,000.00	Original Contract Times: Substantial Completion: ____ days Final Completion 50 days (September 30, 2014)
Net changes from previous Change Order: No. 1: \$0.00	Changes in contract time from previous Change Orders: No. 1: 50 days 262 days
Contract Price prior to this Change Order: \$0.00	Contract Completion Date prior to this Change Order: Final Completion: 212 days (September 30, 2014)
Net Increase (decrease) of this Change Order No. 2: \$-112,770.50	Changes in contract time requested this Change Order No. ____: N/A
Contract Price with all approved Change Orders: \$127,229.50	Contract Times with all approved Change Orders: Final Completion: 262 days (April 30, 2015)

CHANGES ORDERED:

- I. **GENERAL:** This Change Order is necessary to cover changes in the work to be performed under the Task Authorization No. 1 entered into by and between the parties on August 12, 2014 to the Standard Contract for Services entered into by and between the parties on December 3, 2013.
- II. **REQUIRED CHANGES:** To provide for deduction in contract expenditures. This will be the final change order for this contract. No goods shall be delivered nor services commenced hereunder until this Change Order has been fully executed by all parties.
- III. **JUSTIFICATION:** This Change order provides for the deduction of the final contract.
- IV. **PAYMENT:** Payment for this Change Order shall be made in accordance with the terms of the Standard Contract for Services subject to a limit up to but not to exceed \$-112,770.50 (deduction). 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:
PUBLIC UTILITIES
Department

By: _____
Rick Wilson, Interim Public Utilities Dir.

Date Signed: _____

APPROVED BY:
CITY OF PORT ORANGE
(Owner)

By: _____
Printed Name: _____
Title: _____

Date Signed: _____

ACCEPTED BY:
NATIONAL METERING SERVICES, INC.
Contractor

By:  _____
William Castle, Vice President

Date Signed: 1/16/15

Affirmed: _____

Robin L. Fenwick, CMC, City Clerk

Date Signed: _____

CHANGE ORDER NO. 2
 To Task Authorization No. 2 dated August 12, 2014
 To Standard Contract for Services dated December 3, 2013
 National Metering Services, Inc., Contractor

Project: Project Numbers ZMI044 and MMM101 – Upgrade to the City's water metering system by a combination of meter replacement and the retrofitting of existing meters to a complete and fully operational radio frequency.

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$100,000.00	Original Contract Times: Substantial Completion: ____ days Final Completion 36 days (September 30, 2014)
Net changes from previous Change Order: No. 1: \$0.00	Changes in contract time from previous Change Orders: No. 1: 36 days 212 days
Contract Price prior to this Change Order: \$100,000.00	Contract Completion Date prior to this Change Order: Final Completion: 212 days (September 30, 2014)
Net Increase (decrease) of this Change Order No. 2: \$-85,300.00	Changes in contract time requested this Change Order No. __: N/A
Contract Price with all approved Change Orders: \$14,700.00	Contract Times with all approved Change Orders: Final Completion: 248 days (April 30, 2015)

CHANGES ORDERED:

- I. **GENERAL:** This Change Order is necessary to cover changes in the work to be performed under the Task Authorization No. 2 entered into by and between the parties on August 12, 2014 to the Standard Contract for Services entered into by and between the parties on December 3, 2013.
- II. **REQUIRED CHANGES:** To provide for deduction in contract expenditures. This will be the final change order for this contract. No goods shall be delivered nor services commenced hereunder until this Change Order has been fully executed by all parties.
- III. **JUSTIFICATION:** This Change order provides for the deduction of the final contract.
- IV. **PAYMENT:** Payment for this Change Order shall be made in accordance with the terms of the Standard Contract for Services subject to a limit up to but not to exceed \$-85,300.00 (deduction). 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:
PUBLIC UTILITIES
Department

By: _____
Rick Wilson, Interim Public Utilities Dir.

Date Signed: _____

APPROVED BY:
CITY OF PORT ORANGE
(Owner)

By: _____
Printed Name: _____
Title: _____

Date Signed: _____

ACCEPTED BY:
NATIONAL METERING SERVICES, INC.
Contractor

By:  _____
William Castle, Vice President

Date Signed: 11/16/15

Affirmed: _____

Robin L. Fenwick, CMC, City Clerk

Date Signed: _____



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/17/2015

Consent item: Yes

SUBJECT: Resolution No. 15-14 - Amendment 1 Funding Resolution

DEPARTMENT: City Manager

RECOMMENDED MOTION: Move to approve Resolution No. 15-14.

SUMMARY: Volusia County has requested that the attached resolution be adopted by the municipalities in the County. This resolution supports use of some of the funds allocated pursuant to Amendment 1, approved by the voters last November, in support of infrastructure projects designed to improve water quality. This reflects the concern that water quality issues in our area cannot be solved by land acquisition alone.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Reso. No. 15-14	Reso. No. 15-14.docx
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Fenwick, Robin
Roberts, Margaret
Harden, David

Created/Initiated - 02/09/2015
Approved - 02/12/2015
Final Approval - 02/12/2015

RESOLUTION NO. 15-14

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, REQUESTING THE STATE OF FLORIDA LEGISLATURE ALLOCATE FUNDING FOR WATER QUALITY INFRASTRUCTURE WITHIN THE CITY OF PORT ORANGE AND VOLUSIA COUNTY; RECOGNIZING THE AVAILABLE FUNDING PURSUANT TO THE FLORIDA WATER AND LAND CONSERVATION INITIATIVE AMENDMENT TO THE STATE OF FLORIDA CONSTITUTION; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the quality of our rivers, estuaries, lakes and ocean is critical to the health, safety, and welfare of the citizens of Volusia County; and

WHEREAS, the County of Volusia has an extensive surface water quality monitoring program to track and respond to changes in nutrient and other pollution levels; and

WHEREAS, water quality is a multi-jurisdictional issue of state significance; and

WHEREAS, it will require the cooperation of the county, municipalities, and state and federal agencies to realize measurable and sustainable improvements in water quality; and

WHEREAS, the citizens of Volusia County have taxed themselves .2 mills for over 20 years to purchase land to conserve the County's natural biodiversity, ensure water resource protection, and provide public access and educational opportunities; and

WHEREAS, Volusia Forever Program has acquired approximately 38,000 acres since the beginning of the program and Volusia County, its cities, and partner agencies have worked for decades to acquire and restore key conservation lands of state significance; and

WHEREAS, in 2014, Volusia County voters overwhelmingly passed the Florida Water and Land Conservation Initiative Amendment 1 to the Florida Constitution; and

WHEREAS, Amendment 1 was created to protect environmental resources and identified water resources and drinking water sources as a priority and its proponents represented that it be a funding source for infrastructure to improve water quality;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FL

Section 1. The County Council and the undersigned propose that the state legislature allocate Amendment 1 funding to provide for infrastructure supporting the water quality initiatives and local priorities of Volusia County.

- a. That implementing legislation provides a long-term commitment of funding to water quality projects targeting 1st magnitude Florida springs, Mosquito Lagoon and Indian River Lagoon and their associated tributaries.
- b. That implementation of Amendment 1 recognizes a balance of interests and a range of community priorities by provision for equal allocation of funding to infrastructure and land acquisition.
- c. That the elimination of substandard septic systems is crucial to the restoration and protection of water bodies of critical state importance, including but not limited to the Mosquito Lagoon, Indian River Lagoon, Blue Spring, the St. Johns River, and the Intracoastal Waterway and the outstanding waters of Spruce Creek and Tomoka River.

- d. That the provision for dedicated infrastructure funding recognizes the burden of major infrastructure investments on properties below the median values for comparable development in the state by allowance for a higher percentage of project funding.

Section 2. This resolution shall become effective immediately upon adoption.

MAYOR ALLEN GREEN

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Adopted on the day of

Review and Approved: _____
Margaret T. Roberts, City Attorney



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/17/2015

Consent item: No

SUBJECT: First Reading - Ordinance No. 2015-1 - Amending Fire and Rescue Pension Plan.

DEPARTMENT: Administrative Services

RECOMMENDED MOTION: To adopt Ordinance No. 2015-1 on first reading, amending Chapter 54, Article IV, Code of Ordinances, revising the early retirement date for the Fire and Rescue Pension Plan.

SUMMARY: The attached ordinance has been prepared by the City's consulting Pension Attorney, Mr. James W. Linn, P.A. The proposed ordinance implements the Arbitrator ruling in the Meeske/Calache grievance regarding changes to the Fire and Rescue Pension Plan enacted by Ordinance No. 2012-19 on September 25, 2012. Among other changes, Ordinance No. 2012-19 modified the criteria for early retirement from age 40 with 10 years of credited service to age 50 with 10 years of credited service. The Arbitrator ruling stated that any participant who was age 40 and had 10 years of credited service as of September 25, 2012 should remain eligible for early retirement under that same criteria.

An actuarial review of the proposed ordinance has been prepared by the Fire and Rescue Pension Fund's Actuary, Mr. Patrick T. Donlan, of Foster and Foster. The Plan's Actuary has determined that adoption of the proposed ordinance will have no impact on the funding requirements of the program.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Ord. No. 2015-1	Ord. No. 2015-1.doc
2.	Actuarial Review	Actuarial Impact Statement - 012315.pdf

Steinebach, Donna
Steinebach, Donna
Roberts, Margaret
Harden, David

Created/Initiated - 01/26/2015
Approved - 02/12/2015
Approved - 02/12/2015
Final Approval - 02/12/2015

ORDINANCE NO. 2015-1

AN ORDINANCE OF THE CITY COUNCIL 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 54-82, REVISING THE EARLY RETIREMENT DATE; PROVIDING FOR SEVERABILITY OF PROVISIONS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. The City Council hereby amends Chapter 54, Article IV, Section 54-82, Retirement benefit amounts and eligibility, subsection (c) - Early retirement date, of the City of Port Orange Fire and Rescue Pension Fund to read as follows:

Sec. 54-82. Retirement benefit amounts and eligibility.

(a) [remains unchanged]

(b) [remains unchanged]

(c) *Early retirement date.* A member may retire on his early retirement date, which shall be the first day of any month coincident with or next following the attainment of age 50 and the completion of ten years of credited service; provided, a member who attained age 40 and completed 10 years of credited service as of September 25, 2012 shall be eligible for early retirement. Early retirement under the system is retirement from employment with the city on or after the early retirement date and prior to the normal retirement date.

(d) [remains unchanged]

(e) [remains unchanged]

(f) [remains unchanged]

NO. 2015-1)

Section 2. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provision or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

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

Section 4. This ordinance shall become effective upon adoption.

MAYOR ALLEN GREEN

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the _____ day of _____, 2015.

Passed and adopted on second and final reading on the _____ day of _____, 2015.

Reviewed and Approved: _____
Margaret T. Roberts, City Attorney



January 23, 2015

Via Mail & Email

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

Re: City of Port Orange Fire and Rescue Pension Fund

Dear Board:

We have reviewed the proposed Ordinance (identified as 00123308-1 at the bottom of the page) to provide that members who attained age 40 and completed 10 years of service as of September 25, 2012 shall be eligible for Early Retirement. We have determined that its adoption will have no impact on the funding requirements of the program.

Because the changes do not result in a change in the valuation results, it is our opinion that a formal Actuarial Impact Statement is not required in support of its adoption. However, since the Division of Retirement must be aware of the current provisions of all public pension programs, it is recommended that you send a copy of this letter and a copy of the fully executed Ordinance to each of the following offices:

Mr. Keith Brinkman
Bureau of Local Retirement Systems
Division of Retirement
P. O. Box 9000
Tallahassee, FL 32315-9000

Sarah Carr
Municipal Police and Fire
Pension Trust Funds
Division of Retirement
P.O. Box 3010
Tallahassee, FL 32315-3010

The undersigned is familiar with the immediate and long-term aspects of pension valuations and meets the Qualification Standards of the American Academy of Actuaries necessary to render the opinions contained herein.

If you have any questions, please let me know.

Sincerely,

Patrick T. Donlan, ASA, EA, MAAA

PTD/lke



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/17/2015

Consent item: No

SUBJECT: First Reading - Ordinance No. 2015-3 - Removing Whitepalm from the CBL/BM Port Orange West Community Development District

DEPARTMENT: City Attorney

RECOMMENDED MOTION: Motion to approve Ordinance No. 2015-3.

SUMMARY: The City Council has received a Petition requesting the approval of the contraction of CBL/BM Port Orange West Community Development District in order to remove the White Palm multi-family development property from the boundary of the community development district. The district is an independent taxing district which was established pursuant to the property owner's petition and Ordinance No 2008-18. Florida law requires the City Council's approval for contraction of the district boundary.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Ord. No. 2015-3	Ord. No. 2015-3.doc
2.	Ord. No. 2015-3 Exhibit A and B	Ord. No. 2015-3 Exhibit A and B.pdf
3.	Contraction of Boundaries of CBL/BM Port Orange West CDD	CBL-BM Port Orange West CDD Contraction of Boundaries Petition Package re Amend-Contract.pdf
4.	Ordinance No. 2008-18	Ordinance No. 2008-18.pdf
5.	Maintenance Agreement Along South Williamson Boulevard	Maintenance Agreement along So. Williamson Boulevard.pdf

Schmotzer, Melanie
Roberts, Margaret
Clark, Wayne
Harden, David

Created/Initiated - 02/04/2015
Approved - 02/12/2015
Approved - 02/12/2015
Final Approval - 02/12/2015

ORDINANCE NO. 2015-3

AN ORDINANCE OF THE CITY OF PORT ORANGE, FLORIDA GRANTING CONTRACTION OF THE ESTABLISHED CBL/BM PORT ORANGE WEST COMMUNITY DEVELOPMENT DISTRICT BOUNDARIES PURSUANT TO CHAPTER 190, FLORIDA STATUTES (2014); PROVIDING FOR DESCRIPTION AND BOUNDARIES; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS the Florida Legislature created and amended Chapter 190, Florida Statutes, to provide an alternative method to finance and manage basic services for community development; and

WHEREAS, the property owner petitioned for the establishment of the CBL/BM Port Orange West Community Development District, (“District”) an independent taxing district established by Ordinance Number 2008-18 by the City of Port Orange, Florida on June 24, 2008; and

WHEREAS, the property owner has petitioned for the contraction of the CBL/BM Port Orange West Community Development District (the “District”) to remove the White Palm Multi-family Development from the District boundaries; and

WHEREAS, a public hearing has been conducted by the City Council (the “Council”) of the City of Port Orange, Florida (the “City”) in accordance with the applicable requirements and procedures of the City’s Charter and Code of Ordinances; and

WHEREAS, the District continues to constitute a timely, efficient, effective, responsive and economic way to deliver community development services in the area; and

WHEREAS, the contraction of the District is not inconsistent with any applicable element or portion of the State comprehensive plan or the City's Comprehensive Plan; and

WHEREAS, the area of land to be removed from the District is of sufficient size, is sufficiently compact, and is contiguously developed as one functional interrelated development; and

WHEREAS, the proposed facilities and services to be provided by the District will be compatible with the capacity and uses of existing local and regional community development facilities and services; and

WHEREAS, the remainder area that will be served by the District is amenable to separate special district government; and

WHEREAS, the Council finds that the District shall continue to have those general and special powers authorized by local and state law and set forth hereinafter.

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

Section 1. The foregoing findings are hereby included herein and made a part hereof.

Section 2. The Petition to contract CBL/BM Port Orange West Community Development District filed by the Petitioner on May 21, 2014, and on file at the Office of the City Clerk of the City of Port Orange, is hereby granted, except as otherwise provided herein. A copy of the Petition is attached hereto and incorporated herein as **Exhibit A**.

Section 3. The external boundaries of the contracted District are attached hereto and incorporated herein as **Exhibit B**.

Section 4. The CBL/BM Port Orange West Community Development District is contracted for the purposes set forth in the petition.

Section 5. The District has not validated or issued any bond, debt or other obligation and to the extent that the District has entered into any contract, CBL/BM Port Orange West Community Development District shall remain fully responsible for the obligation of the District and such obligation shall not constitute a debt or obligation of the City of Port Orange.

Section 6. The District shall continue to remain obligated to comply with the requirements as set forth in the Florida Statutes and Ordinance No. 2008-18.

Section 7. If any section, subsection, sentence, clause or provision of this ordinance is held invalid, the remainder of this ordinance shall not be affected by such invalidity.

Section 8. It is the intention of the Council, and it is hereby ordained that the provisions of this ordinance shall be excluded from the City's Code of Ordinances.

Section 9. This ordinance shall become effective ten (10) days after the date of enactment.

Mayor Allen Green

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the _____ day March, 2015

Passed and adopted on second and final reading on the _____ day of March, 2015

Reviewed and Approved: _____
Margaret T. Roberts, City Attorney

Exhibit A

BEFORE THE CITY COUNCIL OF THE CITY OF PORT ORANGE, FLORIDA

PETITION TO CONTRACT THE BOUNDARY
OF THE
CBL/BM PORT ORANGE WEST COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors of the CBL/BM Port Orange West Community Development District, a unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, Florida Statutes (hereinafter "Petitioner"), hereby petitions the City Council of the City of Port Orange, Florida, pursuant to Section 190.046(1), Florida Statutes, to contract the boundary of the CBL/BM Port Orange West Community Development District (hereinafter the "District") as described herein. In support of this petition, Petitioner states:

1. Recitation of the District Location and Size. The established District, presently consisting of approximately 56.381 acres, is located entirely within the incorporated limits of the City of Port Orange Florida as more particularly described in Exhibit 1.

2. Excluded Parcel. The Petitioner seeks to amend the boundaries of the District and remove from the established District approximately 26.87 acres of property, hereinafter referred to as the "Excluded Parcel" and more particularly described in Exhibit 2. There are no known negative impacts to the Excluded Parcel by its removal from the District. There are no known negative impacts to the District by the removal of the Excluded Parcel from its boundaries.

3. Landowner Consent. Pursuant to Section 190.046(1)(g), the filing of this Petition by the Petitioner constitutes consent of the landowners within the District. Written consent of the landowner of the Excluded Parcel, along with the name and address of said owner, is attached hereto and incorporated herein as Exhibit 3.

4. Updated SERC. Pursuant to the requirements for contraction outlined in Section 190.046(1)(a), Florida Statutes, Petitioner submits an updated Statement of Estimated Regulatory Costs as required by Section 190.005(1)(a)(8), Florida Statutes, attached hereto as Exhibit 4.

5. Impact to Excluded Parcel. No services nor facilities are provided by the District to the Excluded Parcel. The Excluded Parcel was undeveloped when the District was created and the Excluded Parcel is in the process of being developed as a multifamily apartment complex. The existing zoning for the Excluded Parcel is shown on Exhibit 5. The future general distribution, location and extent of the public and private land uses proposed for the Excluded Parcel by the future land use plan element of the City of Port Orange Comprehensive Plan is shown on Exhibit 6.

6. Procedure Governing Consideration of Petition. Pursuant to Section 190.046(1)(c), Florida Statutes, a public hearing shall be held in the same matter and with the same public notice required for all ordinances of the City of Port Orange. The City Council shall consider the record of the public hearing and the factors set forth in Section 190.005(1)(e) in making a determination with regard to this Petition.

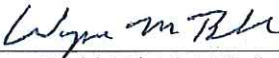
WHEREFORE, Petitioner respectfully requests the City Council of the City of Port Orange, Florida, to:

a. Schedule a public hearing in accordance with the requirements of Section 190.046(1)(b), Florida Statutes; and

b. Grant the petition and adopt an ordinance contracting the District to remove the Excluded Parcel from the District boundary pursuant to Section 190.046, Florida Statutes.

RESPECTFULLY SUBMITTED this 14 day of May, 2014.

CBL/BM PORT ORANGE WEST
COMMUNITY DEVELOPMENT DISTRICT



Wayne Bohl, District Chairman

EXHIBIT 1
DESCRIPTION

THAT PORTION OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 16 SOUTH, RANGE 33 EAST, AND THAT PORTION OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 16 SOUTH, RANGE 32 EAST, ALL IN VOLUSIA COUNTY, FLORIDA, LYING SOUTHWESTERLY OF WILLIAMSON BOULEVARD (EAST COAST BELTLINE) AS RECORDED IN OFFICIAL RECORDS BOOK 3773, PAGE 0770 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND SOUTHERLY AND EASTERLY OF ROYAL PALM P.U.D. - PHASE 1, AS RECORDED IN PLAT BOOK 49, PAGES 30-33, SAID PUBLIC RECORDS, AND NORTHWESTERLY OF SUMMERTREES ROAD, A 100 FOOT WIDE RIGHT OF WAY PER OFFICIAL RECORDS BOOK 6112, PAGE 1199, SAID PUBLIC RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 18, THENCE N87°37'06"W ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 18, A DISTANCE OF 352.00 FEET TO THE WESTERLY LINE OF SUMMERTREES ROAD, A 100 FOOT WIDE RIGHT OF WAY AS DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 6112, PAGE 1199, SAID PUBLIC RECORDS; THENCE CONTINUE N87°37'06"W ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 18, A DISTANCE OF 732.97 FEET TO THE NORTHEASTERLY BOUNDARY LINE OF SAID ROYAL PALM P.U.D. PHASE 1; THENCE ALONG SAID NORTHEASTERLY BOUNDARY LINE, N54°49'14"W, 2017.53 FEET; THENCE CONTINUE ALONG THE BOUNDARY LINE OF SAID ROYAL PALM P.U.D. PHASE 1, N35°10'46"E, 1000.00 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF SAID WILLIAMSON BOULEVARD; THENCE DEPARTING SAID BOUNDARY LINE OF ROYAL PALM P.U.D. PHASE 1, S54°49'02"E ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE OF WILLIAMSON BOULEVARD, 2520.99 FEET TO THE WESTERLY LINE OF SAID SUMMERTREES ROAD; THENCE DEPART THE SOUTHWESTERLY LINE OF SAID WILLIAMSON BOULEVARD S35°06'13"W ALONG THE WESTERLY LINE OF SAID SUMMERTREES ROAD, 254.07 FEET TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY, HAVING A CENTRAL ANGLE OF 35°33'29" AND RADIUS OF 600.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID WESTERLY LINE OF SUMMERTREES ROAD, 372.36 FEET TO THE POINT OF BEGINNING.

CONTAINING 56.381 ACRES, MORE OR LESS.

EXHIBIT 2
EXCLUDED PARCEL

WHITEPALM APARTMENTS - 5400 S. WILLIAMSON BOULEVARD
PORT ORANGE, VOLUSIA COUNTY, FLORIDA

LEGAL DESCRIPTION:

A PORTION OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 16 SOUTH, RANGE 33 EAST, AND THAT PORTION OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 16 SOUTH, RANGE 32 EAST, ALL IN VOLUSIA COUNTY, FLORIDA, LYING SOUTHWESTERLY OF WILLIAMSON BOULEVARD (EAST COAST BELTLINE) AS RECORDED IN OFFICIAL RECORDS BOOK 3773, PAGE 0770 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND SOUTHERLY AND EASTERLY OF ROYAL PALM P.U.D. - PHASE 1, AS RECORDED IN PLAT BOOK 49, PAGES 30-33, SAID PUBLIC RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 18, THENCE N87°37'06"W ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 18, A DISTANCE OF 1084.97 FEET TO THE NORTHEASTERLY BOUNDARY LINE OF SAID ROYAL PALM P.U.D. PHASE 1; THENCE ALONG SAID NORTHEASTERLY BOUNDARY LINE, N54°49'14"W, 847.03 FEET TO THE POINT OF BEGINNING; THENCE ALONG SAID NORTHEASTERLY BOUNDARY LINE, N54°49'14"W, 1170.50 FEET; THENCE CONTINUE ALONG THE BOUNDARY LINE OF SAID ROYAL PALM P.U.D. PHASE 1, N35°10'46"E, 1000.00 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF SAID WILLIAMSON BOULEVARD; THENCE DEPARTING SAID BOUNDARY LINE OF ROYAL PALM P.U.D. PHASE 1, S54°49'02"E ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE OF WILLIAMSON BOULEVARD, 1170.50 FEET; THENCE DEPART THE SOUTHWESTERLY LINE OF SAID WILLIAMSON BOULEVARD S35°10'46"W, 999.93 FEET TO THE TO THE POINT OF BEGINNING.

CONTAINING 26.870 ACRES, MORE OR LESS.

EXHIBIT 3
LANDOWNER CONSENT

The undersigned owns one hundred percent (100%) of the lands that are the subject of this Petition, as more particularly described on Exhibit 1 of this Petition (hereafter the "Property").

The undersigned consents to this Petition and requests that the City Council of the City of Port Orange, Florida consider the amendment of the boundaries of the CBL/BM Port Orange West Community Development District as requested herein and in accordance with the provisions of Fla. Stat. §190.046(1). As the owner of the Property, the undersigned understands and acknowledges that this written consent is required to authorize amendment of boundaries of the CBL/BM Port Orange West Community Development District.

Executed this 28 day of April, 2014

PORT ORANGE HOLDINGS II, LLC,
A Florida Limited Liability Company

By: CBL & ASSOCIATES LIMITED
PARTNERSHIP, its chief manager

By: CBL HOLDINGS I, INC.,
its sole general partner

By: [Signature]
Jeffery V. Curry, Chief Legal Officer

STATE OF TENNESSEE
COUNTY OF HAMILTON

The foregoing instrument was acknowledged before me this 28 day of April, 2014, by Jeffery V. Curry, as Chief Legal Officer of CBL Holdings I, Inc., its sole general partner of CBL & Associates Limited Partnership, its chief manager of Port Orange Holdings II, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me.

Catherine M Cook
Notary Public, State of Tennessee

[Seal]

Print Name: Catherine M Cook

Commission Number: N/A

My Commission Expires: 03-23-2016



EXHIBIT A
LEGAL DESCRIPTION

THAT PORTION OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 16 SOUTH, RANGE 33 EAST, AND THAT PORTION OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 16 SOUTH, RANGE 32 EAST, ALL IN VOLUSIA COUNTY, FLORIDA, LYING SOUTHWESTERLY OF WILLIAMSON BOULEVARD (EAST COAST BELTLINE) AS RECORDED IN OFFICIAL RECORDS BOOK 3773, PAGE 0770 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND SOUTHERLY AND EASTERLY OF ROYAL PALM P.U.D. - PHASE 1, AS RECORDED IN PLAT BOOK 49, PAGES 30-33, SAID PUBLIC RECORDS, AND NORTHWESTERLY OF SUMMERTREES ROAD, A 100 FOOT WIDE RIGHT OF WAY PER OFFICIAL RECORDS BOOK 6112, PAGE 1199, SAID PUBLIC RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 18, THENCE N87°37'06"W ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 18, A DISTANCE OF 352.00 FEET TO THE WESTERLY LINE OF SUMMERTREES ROAD, A 100 FOOT WIDE RIGHT OF WAY AS DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 6112, PAGE 1199, SAID PUBLIC RECORDS; THENCE CONTINUE N87°37'06"W ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 18, A DISTANCE OF 732.97 FEET TO THE NORTHEASTERLY BOUNDARY LINE OF SAID ROYAL PALM P.U.D. PHASE 1; THENCE ALONG SAID NORTHEASTERLY BOUNDARY LINE, N54°49'14"W, 2017.53 FEET; THENCE CONTINUE ALONG THE BOUNDARY LINE OF SAID ROYAL PALM P.U.D. PHASE 1, N35°10'46"E, 1000.00 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF SAID WILLIAMSON BOULEVARD; THENCE DEPARTING SAID BOUNDARY LINE OF ROYAL PALM P.U.D. PHASE 1, S54°49'02"E ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE OF WILLIAMSON BOULEVARD, 2520.99 FEET TO THE WESTERLY LINE OF SAID SUMMERTREES ROAD; THENCE DEPART THE SOUTHWESTERLY LINE OF SAID WILLIAMSON BOULEVARD S35°06'13"W ALONG THE WESTERLY LINE OF SAID SUMMERTREES ROAD, 254.07 FEET TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY, HAVING A CENTRAL ANGLE OF 35°33'29" AND RADIUS OF 600.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID WESTERLY LINE OF SUMMERTREES ROAD, 372.36 FEET TO THE POINT OF BEGINNING.

CONTAINING 56.381 ACRES, MORE OR LESS.

FISHKIND
& ASSOCIATES

**STATEMENT OF ESTIMATED
REGULATORY COSTS
ACCOMPANYING THE
PETITION TO AMEND THE
BOUNDARIES OF THE CBL/BM
PORT ORANGE WEST
COMMUNITY DEVELOPMENT
DISTRICT**

April 10, 2014

Prepared by:

**Fishkind & Associates, Inc.
12051 Corporate Blvd.
Orlando, Florida 32817**

STATEMENT OF ESTIMATED REGULATORY COSTS

CBL/BM Port Orange West Community Development District

April 10, 2014

1.0 Introduction

1.1 Purpose and Scope

This statement of estimated regulatory costs (SERC) supports the petition to amend the boundaries of the CBL/BM Port Orange West Community Development District (the "District"). The District was originally intended to include commercial retail development within its boundaries. However, due to changes in market conditions and other factors, approximately 26.87 acres of the land located within the District is now planned to include 90 multi-family residences (this 26.87-acre parcel will be referred to herein as the "Excluded Parcel"). It was originally planned that the District would issue bonds or another form of debt to finance public infrastructure serving all of the property owners within the District. However, the District's property owners have identified an alternative mechanism of funding the infrastructure required for development of the 26.87-acre Excluded Parcel. Thus, the District's Board of Supervisors desires to remove the Excluded Parcel from the District's boundaries. The District's amended boundaries would include 29.51 acres that is still planned to contain commercial retail development.

The District has not, as of the date of this report, funded any public infrastructure improvements. Further, the District has not, as of this report, engaged in any maintenance activities nor has it collected any assessments from District property owners. Thus, the proposed boundary amendment will generally have little, if any, impact on the day-to-day activities of the District or its property owners.

The limitations on the scope of SERCs supporting the establishment of or boundary amendments for community development districts are explicitly set out in Section 190.002(2)(d) of the Florida Statutes (emphasis added):

"That the process of establishing such a district pursuant to uniform general law shall be fair and based only on factors material to managing and financing the service delivery function of the district, so that any matter concerning permitting or planning of the development is not material or relevant."

1.2 Overview of the Amended District

If the Excluded Parcel is removed from the District's boundaries, the District would retain the ability to provide public infrastructure, services, and facilities, along with their operations and maintenance, to the properties remaining within the boundaries of the District. The resulting District would contain 29.51 acres of land planned to contain retail development.

1.3 Requirements for Statement of Estimated Regulatory Costs

Section 120.541(2), F.S. (2012) defines the elements a statement of estimated regulatory costs must contain:

- (a) An economic analysis showing whether the rule directly or indirectly:
 - 1. Is likely to have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of \$1 million in the aggregate within 5 years after the implementation of the rule;
 - 2. Is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of \$1 million in the aggregate within 5 years after the implementation of the rule; or
 - 3. Is likely to increase regulatory costs, including any transactional costs, in excess of \$1 million in the aggregate within 5 years after the implementation of the rule.
- (b) A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.

- (c) A good faith estimate of the cost to the agency, and to any other state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state and local revenues.
- (d) A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local government entities, required to comply with the requirements of the rule. As used in this section, "transactional costs" are direct costs that are readily ascertainable based upon standard business practices, and include filing fees, the cost of obtaining a license, the cost of equipment required to be installed or used or procedures required to be employed in complying with the rule, additional operating costs incurred, the cost of monitoring and reporting, and any other costs necessary to comply with the rule.
- (e) An analysis of the impact on small businesses as defined by s. 288.703, and an analysis of the impact on small counties and small cities as defined in s. 120.52. The impact analysis for small businesses must include the basis for the agency's decision not to implement alternatives that would reduce adverse impacts on small businesses.
- (f) Any additional information that the agency determines may be useful.
- (g) In the statement or revised statement, whichever applies, a description of any good faith written proposal submitted under paragraph (1)(a) and either a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

2.0 An economic analysis showing whether the amendment of the District's boundaries directly or indirectly will have an adverse impact on economic growth, job creation, employment, private sector investment, business competitiveness, or regulatory costs

Florida Statutes 120.541(2)(a) requires an economic analysis showing whether the proposed amendment to the District's boundaries will directly or indirectly will have an adverse impact on economic growth, job creation, employment, private sector investment, business competitiveness, or

regulatory costs exceeding \$1 million in the aggregate within 5 years after the boundary amendment occurs. The simple answer is that the proposed amendment to the District's boundaries will not have an adverse impact on economic growth, job creation, employment, private sector investment, business competitiveness, or regulatory costs. The District already exists and the proposed boundary amendment will not affect these activities.

3.0 A good faith estimate of the number of individuals and entities likely to be required to comply with the ordinance amending the District's boundaries, together with a general description of the types of individuals likely to be affected by the rule.

As noted above, the Excluded Parcel contains approximately 26.87 acres and planned to contain 90 multi-family residences. If the boundary amendment is approved, the owners and future residents of the Excluded Parcel will not be subject to the District's jurisdiction or potential assessments.

4.0 Good faith estimate of the cost to state and local government entities, of implementing and enforcing the proposed ordinance, and any anticipated effect on state and local revenues.

4.1 Impact on State and Local Revenues

State Government Entities

There will be only modest costs to various Florida ("State") governmental entities due to the amendment of the District's boundaries. The District consists of less than 1,000 acres, therefore the City of Port Orange (the "City") is the government having jurisdiction over the proposed boundary amendment, pursuant to Florida Statutes Section 190.005(2). The State will incur no costs in reviewing the petition to amend the District's boundaries and the State will not be required to hold any public hearings on the matter.

The ongoing costs to various State entities to implement and enforce the District's boundary amendment will be minimal, if any. The required annual reports the District must file with the State are outlined in the attached Appendix. However, the District must already file all of these

reports. Thus, there will be no additional reporting or monitoring costs on the part of the State related to the District's boundary amendment. The District is only one of many governmental subdivisions required to submit various reports to the State. Additionally, pursuant to Section 189.412 of the Florida Statutes, the District will pay an annual fee to the State Department of Economic Opportunity to offset such processing costs.

City of Port Orange

City staff will process, analyze, and conduct public hearing(s) on the petition to amend the District's boundaries. These activities will absorb the time of the City staff and Commissioners. However, these costs to the City are likely to be minimal for a number of reasons. First, review of the petition does not include analysis of the development to be served by the District. Second, the petition itself provides most of the information needed for City staff's review. Third, the City currently employs the staff needed to conduct the review of the petition. Fourth, no capital expenditure is required to review the petition. Fifth, the petitioner's filing fee will compensate the City for any advertising expense occurred and for the time City staff spends analyzing the petition. Finally, local governments routinely process similar petitions for land use and zoning changes that are more complex than is the petition to amend the District's boundaries.

The annual costs to the City, related to the continued existence of the District, are also minimal and within the control of the City. The District will be an independent unit of local government. The only annual costs incurred by the City on behalf of the District will be the minimal costs of receiving and, to the extent desired, reviewing the various reports that the District is required to provide to the City. However, as noted above, the District already exists and no new reporting activity will be required as a result of the District's boundary amendment.

4.2 Impact on State and Local Revenue

Adoption of the proposed ordinance will have no negative impact on State or local revenues. The District is an independent unit of local government. It is designed to provide community facilities and services to serve the development. It has its own sources of revenue. No State or local subsidies are required or expected.

In this regard it is important to note that any debt obligations incurred by the District to construct its infrastructure, or for any other reason, are not debts of the State, the City, or any unit of local government. By State law, the debts of the District are strictly its own responsibility.

5.0 A good faith estimate of the transactional costs likely to be incurred by individuals and entities required to comply with the requirements of the ordinance amending the District's boundaries.

The District plans to provide various community facilities and services to the property within the District, as outlined in Table 1 below.

Table 1. Proposed Facilities and Services

<u>Facility</u>	<u>Funded By</u>	<u>Ownership and Maintenance</u>
Stormwater Management	CDD	CDD
Roadway & Transportation Improvements	CDD	City/County
Utilities (Water/Sewer)	CDD	City

The petitioner has estimated the costs for providing the capital improvements and facilities outlined in Table 1 to the lands that will remain within the District following the boundary amendment. The cost estimates for these improvements and facilities are shown in Table 2, below.

Table 2. Summary of Estimated Capital Costs

<u>Infrastructure Component</u>	<u>Cost Estimate</u>
Roadway and Transportation Improvements	\$4,206,996
Grading & Stormwater Management System	\$4,284,341
Water Distribution System	\$293,414
Sanitary Sewer System	<u>\$244,401</u>
Total	<u>\$9,029,152</u>

To fund these improvements, the District will likely issue special assessment or other revenue bonds. Infrastructure costs that are not paid for with District bonds will be funded by the developer of the project. The District's bonds would be repaid through non-ad valorem assessments levied on all properties located within the boundaries of the District that benefit from these improvements. An estimate of the bond issuance required to be issued by the District to fund its portion of the improvements is shown below in Table 3.

Table 3. Estimated District Bond(s) Sizing

<u>Bond Fund</u>	<u>Bond Funds</u>
Construction Fund*	\$9,029,152
Debt Service Reserve	\$794,108
Capitalized Interest	\$337,025
Underwriter's Discount (2.0%)	\$207,400
Costs of Issuance	<u>\$2,315</u>
Total Par Value	\$10,370,000
Bond Rate:	6.5%
Annual CDD Bond Debt Service:	\$794,108
Term (Years):	30
Cap. Interest (Months)*	6

Landowners within the District will be required to pay non-ad valorem assessments levied by the District to secure the repayment of the District's bond debt. In addition to the levy of non-ad valorem assessments for debt service, the District may also impose a non-ad valorem assessment to fund the operations and maintenance of the District and its facilities and services.

It is important to note that the various costs outlined in Tables 2 and 3 are typical for developments of the type contemplated here. In other words, there is nothing peculiar about the District's financing that requires additional infrastructure over and above what would normally be needed. Therefore, these costs are not in addition to normal development costs. Instead, the facilities and services provided by the District are substituting in part for developer provided infrastructure and facilities. Along these

same lines, District imposed assessments for operations and maintenance cost are similar to what would be charged in any event by a property owner's association common to most master planned developments.

Real estate markets are quite efficient, because buyers and renters evaluate all of the cost and benefits associated with various alternative locations. Therefore, market forces preclude developers from marking up the prices of their products beyond what the competition allows. To remain competitive the operations and maintenance charges must also be in line with the competition.

Furthermore, locating in the District by new residents is completely voluntary. So, ultimately, all owners and users of the affected property choose to accept the District's costs in tradeoff for the benefits that the District provides. The District is an alternative means to finance necessary community services. District financing is no more expensive, and often less expensive, than the alternatives of a municipal services taxing unit (MSTU), a neighborhood association, City provision (directly or via a dependent special district), or through developer-bank loans.

6.0 An analysis of the impact on small businesses as defined by Section 288.703, F.S., and an analysis of the impact on small counties and small cities as defined by Section 120.52, F.S.

There will be no impact on small businesses because of the formation of the proposed District. The District will continue to exist and must competitively bid certain of its contracts. This affords small businesses the opportunity to bid on District work.

The District is not located within a county with a population of less than 75,000 or within a city with a population of less than 10,000. Therefore, the proposed District is not located in either a county or city that is defined as "small" by Florida Statute § 120.52.

7.0 Any additional useful information.

The analysis provided above is based on a straightforward application of economic theory, especially as it relates to tracking the incidence of

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Fishkind & Associates, Inc. ("Fishkind") certifies that this SERC meets the requirements for a SERC as set out in Chapter 120.541, F.S.

Fishkind drafted more than 100 SERCs. Below is a listing of some of the Districts for which we have prepared SERCs.

- Highlands Community Development District in Hillsborough County
- New Port Tampa Bay Community Development District in Tampa
- Lakewood Ranch Stewardship District in Manatee County
- Babcock Ranch Community Independent Special District in Charlotte County
- The Lake Nona "family" of Community Development Districts in Orlando
- Urban Orlando Community Development District in Orlando
- Palazzo Del Lago Community Development District in Orange County
- Winter Garden Village at Fowler Groves Community Development District in Winter Garden
- Midtown Orlando Community Development District in Orange County
- The Tradition "Family" of Community Development Districts in Port St. Lucie

APPENDIX

LIST OF DISTRICT REPORTING REQUIREMENTS

REPORT	FLORIDA STATUTE SECTION	DATE
Annual Financial Audit	218.39	9 months after end of fiscal year
Annual Financial Report (AFR)	218.32	Within 45 days after delivery of audit
Financial Disclosure Form 1	112.3145	By July 1
Public Depositor	280.17	By November 30
Proposed Budget	190.008	By June 15
Adopted Budget	190.008	By October 1
Public Facilities Report	189.415	Initial report within 1 year of creation, updates every 7 years
Public Meetings Schedule	189.417	Beginning of fiscal year
Notice of Bond Issuance	218.38	Within 120 days after delivery
Registered Agent	189.416	30 days after first Board Meeting
Notice of Establishment	190.0485	30 days after formation
Creation Documents	189.418	30 days after adoption
Notice of Public Finance	190.009	After financing

[illegible]

DISCLAIMER

THESE DATA WERE DESIGNED TO BE A PUBLIC RESOURCE
OF GENERAL INTEREST FOR RESEARCH.
THE LOCATION OF ALL INFORMATION SHOWN HEREIN ARE
APPROXIMATE DATA AND NOT INTENDED AS A GUIDE
FOR ADDRESS OR SURVEYWORK.

ANY ERRORS OR OMISSIONS SHOULD BE REFERENCED TO THE
OFFICE OF THE CHIEF, DEPARTMENT OF COMMERCE, BUREAU OF ECONOMIC ANALYSIS

EXHIBIT 6

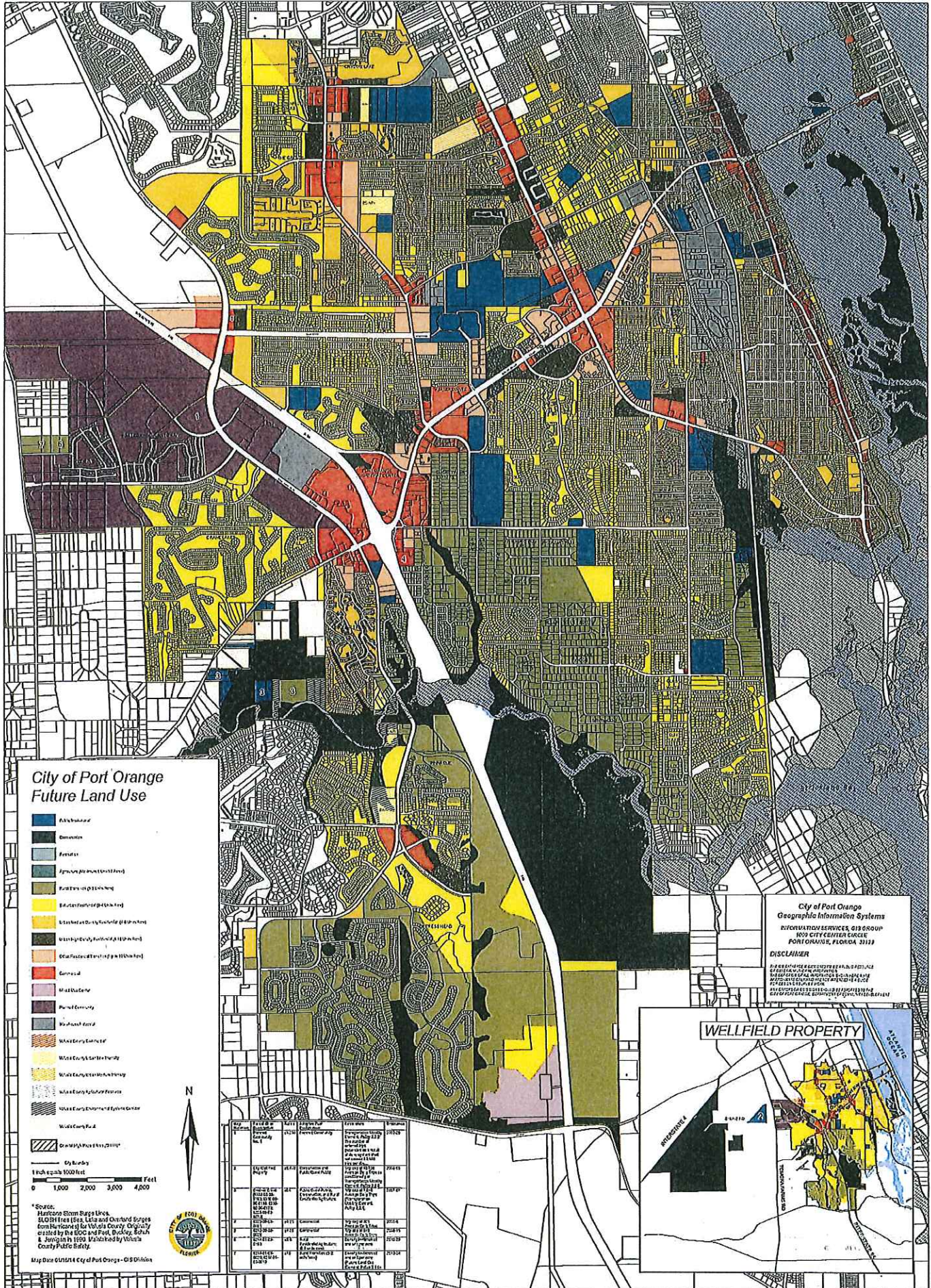


EXHIBIT B

LEGAL DESCRIPTION

THAT PORTION OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 16 SOUTH, RANGE 33 EAST, AND THAT PORTION OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 16 SOUTH, RANGE 32 EAST, ALL IN VOLUSIA COUNTY, FLORIDA, LYING SOUTHWESTERLY OF WILLIAMSON BOULEVARD (EAST COAST BELTLINE) AS RECORDED IN OFFICIAL RECORDS BOOK 3773, PAGE 0770 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND SOUTHERLY AND EASTERLY OF ROYAL PALM P.U.D. - PHASE 1, AS RECORDED IN PLAT BOOK 49, PAGES 30-33, SAID PUBLIC RECORDS, AND NORTHWESTERLY OF SUMMERTREES ROAD, A 100 FOOT WIDE RIGHT OF WAY PER OFFICIAL RECORDS BOOK 6112, PAGE 1199, SAID PUBLIC RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 18, THENCE N87°37'06"W ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 18, A DISTANCE OF 352.00 FEET TO THE WESTERLY LINE OF SUMMERTREES ROAD, A 100 FOOT WIDE RIGHT OF WAY AS DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 6112, PAGE 1199, SAID PUBLIC RECORDS; THENCE CONTINUE N87°37'06"W ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 18, A DISTANCE OF 732.97 FEET TO THE NORTHEASTERLY BOUNDARY LINE OF SAID ROYAL PALM P.U.D. PHASE 1; THENCE ALONG SAID NORTHEASTERLY BOUNDARY LINE, N54°49'14"W, 2017.53 FEET; THENCE CONTINUE ALONG THE BOUNDARY LINE OF SAID ROYAL PALM P.U.D. PHASE 1, N35°10'46"E, 1000.00 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF SAID WILLIAMSON BOULEVARD; THENCE DEPARTING SAID BOUNDARY LINE OF ROYAL PALM P.U.D. PHASE 1, S54°49'02"E ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE OF WILLIAMSON BOULEVARD, 2520.99 FEET TO THE WESTERLY LINE OF SAID SUMMERTREES ROAD; THENCE DEPART THE SOUTHWESTERLY LINE OF SAID WILLIAMSON BOULEVARD S35°06'13"W ALONG THE WESTERLY LINE OF SAID SUMMERTREES ROAD, 254.07 FEET TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY, HAVING A CENTRAL ANGLE OF 35°33'29" AND RADIUS OF 600.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID WESTERLY LINE OF SUMMERTREES ROAD, 372.36 FEET TO THE POINT OF BEGINNING.

CONTAINING 56.381 ACRES, MORE OR LESS.

LESS AND EXCEPT:

WHITEPALM APARTMENTS - 5400 S. WILLIAMSON BOULEVARD
PORT ORANGE, VOLUSIA COUNTY, FLORIDA

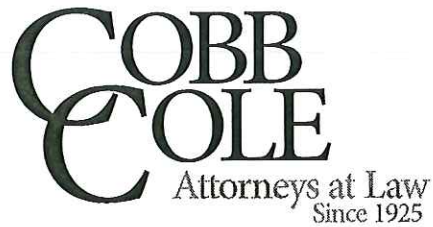
A PORTION OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 16 SOUTH, RANGE 33 EAST, AND THAT PORTION OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 16 SOUTH, RANGE 32 EAST, ALL IN VOLUSIA COUNTY, FLORIDA, LYING SOUTHWESTERLY OF WILLIAMSON BOULEVARD (EAST COAST BELTLINE) AS RECORDED IN OFFICIAL RECORDS BOOK 3773, PAGE 0770 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND SOUTHERLY AND EASTERLY OF ROYAL PALM P.U.D. - PHASE 1, AS RECORDED IN PLAT BOOK 49, PAGES 30-33, SAID PUBLIC RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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CONTAINING 26.870 ACRES, MORE OR LESS.

William M. Cobb
(1881-1939)
Thomas T. Cobb
(1916-2004)
W. Warren Cole, Jr.
(1926-2008)

Harold C. Hubka
Scott W. Cichon
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May 21, 2014

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VIA HAND DELIVERY

Greg Kisela, City Manager
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

Re: Contraction of Boundaries of the
CBL/BM Port Orange West Community Development District

Dear Mr. Kisela:

As you know, our firm has the pleasure of representing the CBL/BM Port Orange West Community Development District (the "District") and the landowner, Port Orange Holdings II, LLC (the "Landowner").

The District was established by the City of Port Orange Ordinance 2008-18 on June 24, 2008. On April 9, 2013 the Landowner entered into a Memorandum of Ground Lease with Whitepalm Residences, LLC, (the "Tenant") who is constructing an apartment complex on a portion of the District's property. Please accept this letter and the accompanying materials as the District's request to contract the boundaries of the District removing the acreage leased to the Tenant.

In that regard, enclosed please find the following:

1. Petition to Contract the Boundary of the CBL/BM Port Orange West Community Development District including the following identified exhibits;
 - a. Legal Description of entire parcel;
 - b. Legal Description of excluded parcel;
 - c. Landowner Consent;
 - d. Statement of Estimated Regulatory Costs;
 - e. City of Port Orange Zoning Map; and
 - f. City of Port Orange Future Land Use Map.

Greg Kisela, City Manager
May 21, 2014
Page 2

2. Resolution No. 2014-02 of the Board of Supervisors of the District authorizing the amendment to the District's boundary.

We look forward to working with you regarding this amendment and the timing for public hearing. As you may know, this matter requires legal advertising of four (4) consecutive weeks prior to City Council approval.

Thank you for your attention to this matter. Please do not hesitate to contact me if you have any questions.

Sincerely,



Michael J. Woods
Michael.Woods@CobbCole.com

MJW/jnl
Enclosures

cc: Margaret Roberts, City Attorney (via hand delivery with enclosures)
Penelope Cruz, AICP, Principal Planner (via email w/ enclosures)
Joseph MacLaren, District Manager (via email w/ enclosures)

BEFORE THE CITY COUNCIL OF THE CITY OF PORT ORANGE, FLORIDA

PETITION TO CONTRACT THE BOUNDARY
OF THE
CBL/BM PORT ORANGE WEST COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors of the CBL/BM Port Orange West Community Development District, a unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, Florida Statutes (hereinafter "Petitioner"), hereby petitions the City Council of the City of Port Orange, Florida, pursuant to Section 190.046(1), Florida Statutes, to contract the boundary of the CBL/BM Port Orange West Community Development District (hereinafter the "District") as described herein. In support of this petition, Petitioner states:

1. Recitation of the District Location and Size. The established District, presently consisting of approximately 56.381 acres, is located entirely within the incorporated limits of the City of Port Orange Florida as more particularly described in Exhibit 1.

2. Excluded Parcel. The Petitioner seeks to amend the boundaries of the District and remove from the established District approximately 26.87 acres of property, hereinafter referred to as the "Excluded Parcel" and more particularly described in Exhibit 2. There are no known negative impacts to the Excluded Parcel by its removal from the District. There are no known negative impacts to the District by the removal of the Excluded Parcel from its boundaries.

3. Landowner Consent. Pursuant to Section 190.046(1)(g), the filing of this Petition by the Petitioner constitutes consent of the landowners within the District. Written consent of the landowner of the Excluded Parcel, along with the name and address of said owner, is attached hereto and incorporated herein as Exhibit 3.

4. Updated SERC. Pursuant to the requirements for contraction outlined in Section 190.046(1)(a), Florida Statutes, Petitioner submits an updated Statement of Estimated Regulatory Costs as required by Section 190.005(1)(a)(8), Florida Statutes, attached hereto as Exhibit 4.

5. Impact to Excluded Parcel. No services nor facilities are provided by the District to the Excluded Parcel. The Excluded Parcel was undeveloped when the District was created and the Excluded Parcel is in the process of being developed as a multifamily apartment complex. The existing zoning for the Excluded Parcel is shown on Exhibit 5. The future general distribution, location and extent of the public and private land uses proposed for the Excluded Parcel by the future land use plan element of the City of Port Orange Comprehensive Plan is shown on Exhibit 6.

6. Procedure Governing Consideration of Petition. Pursuant to Section 190.046(1)(c), Florida Statutes, a public hearing shall be held in the same matter and with the same public notice required for all ordinances of the City of Port Orange. The City Council shall consider the record of the public hearing and the factors set forth in Section 190.005(1)(e) in making a determination with regard to this Petition.

WHEREFORE, Petitioner respectfully requests the City Council of the City of Port Orange, Florida, to:

- a. Schedule a public hearing in accordance with the requirements of Section 190.046(1)(b), Florida Statutes; and
- b. Grant the petition and adopt an ordinance contracting the District to remove the Excluded Parcel from the District boundary pursuant to Section 190.046, Florida Statutes.

RESPECTFULLY SUBMITTED this 14 day of May, 2014.

CBL/BM PORT ORANGE WEST
COMMUNITY DEVELOPMENT DISTRICT



Wayne Bohl, District Chairman

EXHIBIT 1
DESCRIPTION

THAT PORTION OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 16 SOUTH, RANGE 33 EAST, AND THAT PORTION OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 16 SOUTH, RANGE 32 EAST, ALL IN VOLUSIA COUNTY, FLORIDA, LYING SOUTHWESTERLY OF WILLIAMSON BOULEVARD (EAST COAST BELTLINE) AS RECORDED IN OFFICIAL RECORDS BOOK 3773, PAGE 0770 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND SOUTHERLY AND EASTERLY OF ROYAL PALM P.U.D. - PHASE 1, AS RECORDED IN PLAT BOOK 49, PAGES 30-33, SAID PUBLIC RECORDS, AND NORTHWESTERLY OF SUMMERTREES ROAD, A 100 FOOT WIDE RIGHT OF WAY PER OFFICIAL RECORDS BOOK 6112, PAGE 1199, SAID PUBLIC RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 18, THENCE N87°37'06"W ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 18, A DISTANCE OF 352.00 FEET TO THE WESTERLY LINE OF SUMMERTREES ROAD, A 100 FOOT WIDE RIGHT OF WAY AS DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 6112, PAGE 1199, SAID PUBLIC RECORDS; THENCE CONTINUE N87°37'06"W ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 18, A DISTANCE OF 732.97 FEET TO THE NORTHEASTERLY BOUNDARY LINE OF SAID ROYAL PALM P.U.D. PHASE 1; THENCE ALONG SAID NORTHEASTERLY BOUNDARY LINE, N54°49'14"W, 2017.53 FEET; THENCE CONTINUE ALONG THE BOUNDARY LINE OF SAID ROYAL PALM P.U.D. PHASE 1, N35°10'46"E, 1000.00 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF SAID WILLIAMSON BOULEVARD; THENCE DEPARTING SAID BOUNDARY LINE OF ROYAL PALM P.U.D. PHASE 1, S54°49'02"E ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE OF WILLIAMSON BOULEVARD, 2520.99 FEET TO THE WESTERLY LINE OF SAID SUMMERTREES ROAD; THENCE DEPART THE SOUTHWESTERLY LINE OF SAID WILLIAMSON BOULEVARD S35°06'13"W ALONG THE WESTERLY LINE OF SAID SUMMERTREES ROAD, 254.07 FEET TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY, HAVING A CENTRAL ANGLE OF 35°33'29" AND RADIUS OF 600.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID WESTERLY LINE OF SUMMERTREES ROAD, 372.36 FEET TO THE POINT OF BEGINNING.

CONTAINING 56.381 ACRES, MORE OR LESS.

EXHIBIT 2
EXCLUDED PARCEL

WHITEPALM APARTMENTS - 5400 S. WILLIAMSON BOULEVARD
PORT ORANGE, VOLUSIA COUNTY, FLORIDA

LEGAL DESCRIPTION:

A PORTION OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 16 SOUTH, RANGE 33 EAST, AND THAT PORTION OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 16 SOUTH, RANGE 32 EAST, ALL IN VOLUSIA COUNTY, FLORIDA, LYING SOUTHWESTERLY OF WILLIAMSON BOULEVARD (EAST COAST BELTLINE) AS RECORDED IN OFFICIAL RECORDS BOOK 3773, PAGE 0770 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND SOUTHERLY AND EASTERLY OF ROYAL PALM P.U.D. - PHASE 1, AS RECORDED IN PLAT BOOK 49, PAGES 30-33, SAID PUBLIC RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 18, THENCE N87°37'06"W ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 18, A DISTANCE OF 1084.97 FEET TO THE NORTHEASTERLY BOUNDARY LINE OF SAID ROYAL PALM P.U.D. PHASE 1; THENCE ALONG SAID NORTHEASTERLY BOUNDARY LINE, N54°49'14"W, 847.03 FEET TO THE POINT OF BEGINNING; THENCE ALONG SAID NORTHEASTERLY BOUNDARY LINE, N54°49'14"W, 1170.50 FEET; THENCE CONTINUE ALONG THE BOUNDARY LINE OF SAID ROYAL PALM P.U.D. PHASE 1, N35°10'46"E, 1000.00 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF SAID WILLIAMSON BOULEVARD; THENCE DEPARTING SAID BOUNDARY LINE OF ROYAL PALM P.U.D. PHASE 1, S54°49'02"E ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE OF WILLIAMSON BOULEVARD, 1170.50 FEET; THENCE DEPART THE SOUTHWESTERLY LINE OF SAID WILLIAMSON BOULEVARD S35°10'46"W, 999.93 FEET TO THE TO THE POINT OF BEGINNING.

CONTAINING 26.870 ACRES, MORE OR LESS.

**EXHIBIT 3
LANDOWNER CONSENT**

The undersigned owns one hundred percent (100%) of the lands that are the subject of this Petition, as more particularly described on Exhibit 1 of this Petition (hereafter the "Property").

The undersigned consents to this Petition and requests that the City Council of the City of Port Orange, Florida consider the amendment of the boundaries of the CBL/BM Port Orange West Community Development District as requested herein and in accordance with the provisions of Fla. Stat. §190.046(1). As the owner of the Property, the undersigned understands and acknowledges that this written consent is required to authorize amendment of boundaries of the CBL/BM Port Orange West Community Development District.

Executed this 28 day of April, 2014

PORT ORANGE HOLDINGS II, LLC,
A Florida Limited Liability Company

By: CBL & ASSOCIATES LIMITED
PARTNERSHIP, its chief manager

By: CBL HOLDINGS I, INC.,
its sole general partner

By: [Signature]
Jeffery V. Curry, Chief Legal Officer

STATE OF TENNESSEE
COUNTY OF HAMILTON

The foregoing instrument was acknowledged before me this 28 day of April, 2014, by Jeffery V. Curry, as Chief Legal Officer of CBL Holdings I, Inc., its sole general partner of CBL & Associates Limited Partnership, its chief manager of Port Orange Holdings II, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me.

Catherine M Cook
Notary Public, State of Tennessee

[Seal]

Print Name: Catherine M Cook

Commission Number: N/A

My Commission Expires: 03-23-2016



EXHIBIT A
LEGAL DESCRIPTION

THAT PORTION OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 16 SOUTH, RANGE 33 EAST, AND THAT PORTION OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 16 SOUTH, RANGE 32 EAST, ALL IN VOLUSIA COUNTY, FLORIDA, LYING SOUTHWESTERLY OF WILLIAMSON BOULEVARD (EAST COAST BELTLINE) AS RECORDED IN OFFICIAL RECORDS BOOK 3773, PAGE 0770 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND SOUTHERLY AND EASTERLY OF ROYAL PALM P.U.D. - PHASE 1, AS RECORDED IN PLAT BOOK 49, PAGES 30-33, SAID PUBLIC RECORDS, AND NORTHWESTERLY OF SUMMERTREES ROAD, A 100 FOOT WIDE RIGHT OF WAY PER OFFICIAL RECORDS BOOK 6112, PAGE 1199, SAID PUBLIC RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 18, THENCE N87°37'06"W ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 18, A DISTANCE OF 352.00 FEET TO THE WESTERLY LINE OF SUMMERTREES ROAD, A 100 FOOT WIDE RIGHT OF WAY AS DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 6112, PAGE 1199, SAID PUBLIC RECORDS; THENCE CONTINUE N87°37'06"W ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 18, A DISTANCE OF 732.97 FEET TO THE NORTHEASTERLY BOUNDARY LINE OF SAID ROYAL PALM P.U.D. PHASE 1; THENCE ALONG SAID NORTHEASTERLY BOUNDARY LINE, N54°49'14"W, 2017.53 FEET; THENCE CONTINUE ALONG THE BOUNDARY LINE OF SAID ROYAL PALM P.U.D. PHASE 1, N35°10'46"E, 1000.00 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF SAID WILLIAMSON BOULEVARD; THENCE DEPARTING SAID BOUNDARY LINE OF ROYAL PALM P.U.D. PHASE 1, S54°49'02"E ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE OF WILLIAMSON BOULEVARD, 2520.99 FEET TO THE WESTERLY LINE OF SAID SUMMERTREES ROAD; THENCE DEPART THE SOUTHWESTERLY LINE OF SAID WILLIAMSON BOULEVARD S35°06'13"W ALONG THE WESTERLY LINE OF SAID SUMMERTREES ROAD, 254.07 FEET TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY, HAVING A CENTRAL ANGLE OF 35°33'29" AND RADIUS OF 600.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID WESTERLY LINE OF SUMMERTREES ROAD, 372.36 FEET TO THE POINT OF BEGINNING.

CONTAINING 56.381 ACRES, MORE OR LESS.



**STATEMENT OF ESTIMATED
REGULATORY COSTS
ACCOMPANYING THE
PETITION TO AMEND THE
BOUNDARIES OF THE CBL/BM
PORT ORANGE WEST
COMMUNITY DEVELOPMENT
DISTRICT**

April 10, 2014

Prepared by:

**Fishkind & Associates, Inc.
12051 Corporate Blvd.
Orlando, Florida 32817**

STATEMENT OF ESTIMATED REGULATORY COSTS
CBL/BM Port Orange West Community Development District

April 10, 2014

1.0 Introduction

1.1 Purpose and Scope

This statement of estimated regulatory costs (SERC) supports the petition to amend the boundaries of the CBL/BM Port Orange West Community Development District (the "District"). The District was originally intended to include commercial retail development within its boundaries. However, due to changes in market conditions and other factors, approximately 26.87 acres of the land located within the District is now planned to include 90 multi-family residences (this 26.87-acre parcel will be referred to herein as the "Excluded Parcel"). It was originally planned that the District would issue bonds or another form of debt to finance public infrastructure serving all of the property owners within the District. However, the District's property owners have identified an alternative mechanism of funding the infrastructure required for development of the 26.87-acre Excluded Parcel. Thus, the District's Board of Supervisors desires to remove the Excluded Parcel from the District's boundaries. The District's amended boundaries would include 29.51 acres that is still planned to contain commercial retail development.

The District has not, as of the date of this report, funded any public infrastructure improvements. Further, the District has not, as of this report, engaged in any maintenance activities nor has it collected any assessments from District property owners. Thus, the proposed boundary amendment will generally have little, if any, impact on the day-to-day activities of the District or its property owners.

The limitations on the scope of SERCs supporting the establishment of or boundary amendments for community development districts are explicitly set out in Section 190.002(2)(d) of the Florida Statutes (emphasis added):

“That the process of establishing such a district pursuant to uniform general law shall be fair and based only on factors material to managing and financing the service delivery function of the district, so that any matter concerning permitting or planning of the development is not material or relevant.”

1.2 Overview of the Amended District

If the Excluded Parcel is removed from the District's boundaries, the District would retain the ability to provide public infrastructure, services, and facilities, along with their operations and maintenance, to the properties remaining within the boundaries of the District. The resulting District would contain 29.51 acres of land planned to contain retail development.

1.3 Requirements for Statement of Estimated Regulatory Costs

Section 120.541(2), F.S. (2012) defines the elements a statement of estimated regulatory costs must contain:

- (a) An economic analysis showing whether the rule directly or indirectly:
 - 1. Is likely to have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of \$1 million in the aggregate within 5 years after the implementation of the rule;
 - 2. Is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of \$1 million in the aggregate within 5 years after the implementation of the rule; or
 - 3. Is likely to increase regulatory costs, including any transactional costs, in excess of \$1 million in the aggregate within 5 years after the implementation of the rule.
- (b) A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.

- (c) A good faith estimate of the cost to the agency, and to any other state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state and local revenues.
- (d) A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local government entities, required to comply with the requirements of the rule. As used in this section, "transactional costs" are direct costs that are readily ascertainable based upon standard business practices, and include filing fees, the cost of obtaining a license, the cost of equipment required to be installed or used or procedures required to be employed in complying with the rule, additional operating costs incurred, the cost of monitoring and reporting, and any other costs necessary to comply with the rule.
- (e) An analysis of the impact on small businesses as defined by s. 288.703, and an analysis of the impact on small counties and small cities as defined in s. 120.52. The impact analysis for small businesses must include the basis for the agency's decision not to implement alternatives that would reduce adverse impacts on small businesses.
- (f) Any additional information that the agency determines may be useful.
- (g) In the statement or revised statement, whichever applies, a description of any good faith written proposal submitted under paragraph (1)(a) and either a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

2.0 An economic analysis showing whether the amendment of the District's boundaries directly or indirectly will have an adverse impact on economic growth, job creation, employment, private sector investment, business competitiveness, or regulatory costs

Florida Statutes 120.541(2)(a) requires an economic analysis showing whether the proposed amendment to the District's boundaries will directly or indirectly will have an adverse impact on economic growth, job creation, employment, private sector investment, business competitiveness, or

regulatory costs exceeding \$1 million in the aggregate within 5 years after the boundary amendment occurs. The simple answer is that the proposed amendment to the District's boundaries will not have an adverse impact on economic growth, job creation, employment, private sector investment, business competitiveness, or regulatory costs. The District already exists and the proposed boundary amendment will not affect these activities.

3.0 A good faith estimate of the number of individuals and entities likely to be required to comply with the ordinance amending the District's boundaries, together with a general description of the types of individuals likely to be affected by the rule.

As noted above, the Excluded Parcel contains approximately 26.87 acres and planned to contain 90 multi-family residences. If the boundary amendment is approved, the owners and future residents of the Excluded Parcel will not be subject to the District's jurisdiction or potential assessments.

4.0 Good faith estimate of the cost to state and local government entities, of implementing and enforcing the proposed ordinance, and any anticipated effect on state and local revenues.

4.1 Impact on State and Local Revenues

State Government Entities

There will be only modest costs to various Florida ("State") governmental entities due to the amendment of the District's boundaries. The District consists of less than 1,000 acres, therefore the City of Port Orange (the "City") is the government having jurisdiction over the proposed boundary amendment, pursuant to Florida Statutes Section 190.005(2). The State will incur no costs in reviewing the petition to amend the District's boundaries and the State will not be required to hold any public hearings on the matter.

The ongoing costs to various State entities to implement and enforce the District's boundary amendment will be minimal, if any. The required annual reports the District must file with the State are outlined in the attached Appendix. However, the District must already file all of these

reports. Thus, there will be no additional reporting or monitoring costs on the part of the State related to the District's boundary amendment. The District is only one of many governmental subdivisions required to submit various reports to the State. Additionally, pursuant to Section 189.412 of the Florida Statutes, the District will pay an annual fee to the State Department of Economic Opportunity to offset such processing costs.

City of Port Orange

City staff will process, analyze, and conduct public hearing(s) on the petition to amend the District's boundaries. These activities will absorb the time of the City staff and Commissioners. However, these costs to the City are likely to be minimal for a number of reasons. First, review of the petition does not include analysis of the development to be served by the District. Second, the petition itself provides most of the information needed for City staff's review. Third, the City currently employs the staff needed to conduct the review of the petition. Fourth, no capital expenditure is required to review the petition. Fifth, the petitioner's filing fee will compensate the City for any advertising expense occurred and for the time City staff spends analyzing the petition. Finally, local governments routinely process similar petitions for land use and zoning changes that are more complex than is the petition to amend the District's boundaries.

The annual costs to the City, related to the continued existence of the District, are also minimal and within the control of the City. The District will be an independent unit of local government. The only annual costs incurred by the City on behalf of the District will be the minimal costs of receiving and, to the extent desired, reviewing the various reports that the District is required to provide to the City. However, as noted above, the District already exists and no new reporting activity will be required as a result of the District's boundary amendment.

4.2 Impact on State and Local Revenue

Adoption of the proposed ordinance will have no negative impact on State or local revenues. The District is an independent unit of local government. It is designed to provide community facilities and services to serve the development. It has its own sources of revenue. No State or local subsidies are required or expected.

In this regard it is important to note that any debt obligations incurred by the District to construct its infrastructure, or for any other reason, are not debts of the State, the City, or any unit of local government. By State law, the debts of the District are strictly its own responsibility.

5.0 A good faith estimate of the transactional costs likely to be incurred by individuals and entities required to comply with the requirements of the ordinance amending the District's boundaries.

The District plans to provide various community facilities and services to the property within the District, as outlined in Table 1 below.

Table 1. Proposed Facilities and Services

<u>Facility</u>	<u>Funded By</u>	<u>Ownership and Maintenance</u>
Stormwater Management	CDD	CDD
Roadway & Transportation Improvements	CDD	City/County
Utilities (Water/Sewer)	CDD	City

The petitioner has estimated the costs for providing the capital improvements and facilities outlined in Table 1 to the lands that will remain within the District following the boundary amendment. The cost estimates for these improvements and facilities are shown in Table 2, below.

Table 2. Summary of Estimated Capital Costs

<u>Infrastructure Component</u>	<u>Cost Estimate</u>
Roadway and Transportation Improvements	\$4,206,996
Grading & Stormwater Management System	\$4,284,341
Water Distribution System	\$293,414
Sanitary Sewer System	<u>\$244,401</u>
Total	<u>\$9,029,152</u>

To fund these improvements, the District will likely issue special assessment or other revenue bonds. Infrastructure costs that are not paid for with District bonds will be funded by the developer of the project. The District's bonds would be repaid through non-ad valorem assessments levied on all properties located within the boundaries of the District that benefit from these improvements. An estimate of the bond issuance required to be issued by the District to fund its portion of the improvements is shown below in Table 3.

Table 3. Estimated District Bond(s) Sizing

<u>Bond Fund</u>	<u>Bond Funds</u>
Construction Fund*	\$9,029,152
Debt Service Reserve	\$794,108
Capitalized Interest	\$337,025
Underwriter's Discount (2.0%)	\$207,400
Costs of Issuance	<u>\$2,315</u>
Total Par Value	\$10,370,000
Bond Rate:	6.5%
Annual CDD Bond Debt Service:	\$794,108
Term (Years):	30
Cap. Interest (Months)*	6

Landowners within the District will be required to pay non-ad valorem assessments levied by the District to secure the repayment of the District's bond debt. In addition to the levy of non-ad valorem assessments for debt service, the District may also impose a non-ad valorem assessment to fund the operations and maintenance of the District and its facilities and services.

It is important to note that the various costs outlined in Tables 2 and 3 are typical for developments of the type contemplated here. In other words, there is nothing peculiar about the District's financing that requires additional infrastructure over and above what would normally be needed. Therefore, these costs are not in addition to normal development costs. Instead, the facilities and services provided by the District are substituting in part for developer provided infrastructure and facilities. Along these

same lines, District imposed assessments for operations and maintenance cost are similar to what would be charged in any event by a property owner's association common to most master planned developments.

Real estate markets are quite efficient, because buyers and renters evaluate all of the cost and benefits associated with various alternative locations. Therefore, market forces preclude developers from marking up the prices of their products beyond what the competition allows. To remain competitive the operations and maintenance charges must also be in line with the competition.

Furthermore, locating in the District by new residents is completely voluntary. So, ultimately, all owners and users of the affected property choose to accept the District's costs in tradeoff for the benefits that the District provides. The District is an alternative means to finance necessary community services. District financing is no more expensive, and often less expensive, than the alternatives of a municipal services taxing unit (MSTU), a neighborhood association, City provision (directly or via a dependent special district), or through developer-bank loans.

6.0 An analysis of the impact on small businesses as defined by Section 288.703, F.S., and an analysis of the impact on small counties and small cities as defined by Section 120.52, F.S.

There will be no impact on small businesses because of the formation of the proposed District. The District will continue to exist and must competitively bid certain of its contracts. This affords small businesses the opportunity to bid on District work.

The District is not located within a county with a population of less than 75,000 or within a city with a population of less than 10,000. Therefore, the proposed District is not located in either a county or city that is defined as "small" by Florida Statute § 120.52.

7.0 Any additional useful information.

The analysis provided above is based on a straightforward application of economic theory, especially as it relates to tracking the incidence of

regulatory costs and benefits. Inputs were received from the developer's engineer and other professionals associated with the developer.

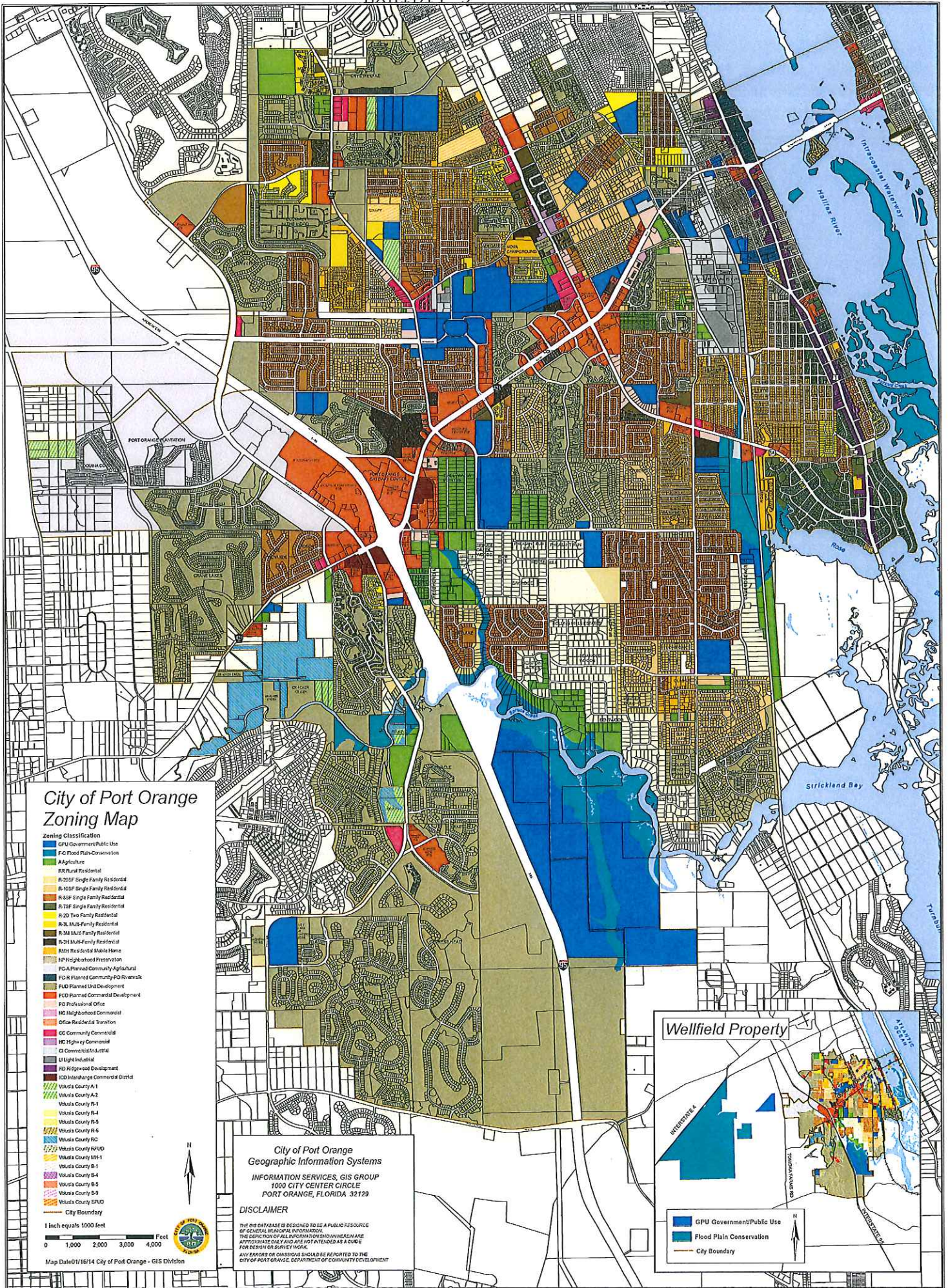
Fishkind & Associates, Inc. ("Fishkind") certifies that this SERC meets the requirements for a SERC as set out in Chapter 120.541, F.S.

Fishkind drafted more than 100 SERCs. Below is a listing of some of the Districts for which we have prepared SERCs.

- Highlands Community Development District in Hillsborough County
- New Port Tampa Bay Community Development District in Tampa
- Lakewood Ranch Stewardship District in Manatee County
- Babcock Ranch Community Independent Special District in Charlotte County
- The Lake Nona "family" of Community Development Districts in Orlando
- Urban Orlando Community Development District in Orlando
- Palazzo Del Lago Community Development District in Orange County
- Winter Garden Village at Fowler Groves Community Development District in Winter Garden
- Midtown Orlando Community Development District in Orange County
- The Tradition "Family" of Community Development Districts in Port St. Lucie

APPENDIX**LIST OF DISTRICT REPORTING REQUIREMENTS**

REPORT	FLORIDA STATUTE SECTION	DATE
Annual Financial Audit	218.39	9 months after end of fiscal year
Annual Financial Report (AFR)	218.32	Within 45 days after delivery of audit
Financial Disclosure Form 1	112.3145	By July 1
Public Depositor	280.17	By November 30
Proposed Budget	190.008	By June 15
Adopted Budget	190.008	By October 1
Public Facilities Report	189.415	Initial report within 1 year of creation, updates every 7 years
Public Meetings Schedule	189.417	Beginning of fiscal year
Notice of Bond Issuance	218.38	Within 120 days after delivery
Registered Agent	189.416	30 days after first Board Meeting
Notice of Establishment	190.0485	30 days after formation
Creation Documents	189.418	30 days after adoption
Notice of Public Finance	190.009	After financing



- Public/Institutional
- Commercial
- Residential
- Agriculture (60 Acres to 1,000 Acres)
- Forest/Timber (2 to 100 Acres)
- Education/Recreation (2-4 Units/Acre)
- Urban Medium Density Residential (40 Units/Acre)
- Urban High Density Residential (8-10 Units/Acre)
- Office/Professional/Tenants (Up to 10 Units/Acre)
- Commercial
- Medium-Density
- Planned Community
- Warehouse/Industrial
- Volusia County Commercial
- Volusia County Urban/Low Density
- Volusia County Urban/Medium Density
- Volusia County Agricultural Resources
- Volusia County Environmental Systems Center
- Volusia County Rural
- Central High Speed Rail (2015)*

* Source:
Hurricane Storm Surge Lines.
SLOSH Lines (Sea, Lake and Overland Surges
from Hurricanes) for Volusia County. Originally
created by the EOC and Post, Buckley, Schuh
& Jernigan in 1990. Maintained by Volusia
County Public Safety.

City of Port Orange
Geographic Information Systems
INFORMATION SERVICES, GIS GROUP
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129

DISCLAIMER

THE GIS DATABASE IS DESIGNED TO BE A PUBLIC RESOURCE OF GENERAL MUNICIPAL INFORMATION. THE DEPICTION OF ALL INFORMATION SHOWN HEREIN ARE APPROXIMATE ONLY AND ARE NOT INTENDED AS A SOURCE FOR DESIGN OR SURVEY WORK.

ANY ERRORS OR OMISSIONS SHOULD BE REPORTED TO THE CITY OF FORT CRUCE, DEPARTMENT OF COMMUNITY DEVELOPMENT

[illegible]

RESOLUTION NO. 2014-02

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF
THE CBL/BM PORT ORANGE WEST COMMUNITY
DEVELOPMENT DISTRICT DIRECTING THE CHAIRMAN
AND DISTRICT STAFF TO FILE A PETITION WITH THE
CITY OF PORT ORANGE, FLORIDA, REQUESTING THE
PASSAGE OF AN ORDINANCE AMENDING THE
DISTRICT'S BOUNDARIES, AND AUTHORIZING SUCH
OTHER ACTIONS AS ARE NECESSARY IN FURTHERANCE
OF THE BOUNDARY AMENDMENT PROCESS; AND
PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the CBL/BM Port Orange West Community Development District ("District") is a unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, Florida Statutes ("Uniform Act"), and City of Port Orange, Port Orange Municipal Ordinance Number 2008-18 ("Ordinance"); and

WHEREAS, pursuant to the Uniform Act, the District is authorized to construct, acquire, and maintain infrastructure improvements and services including, but not limited to, roads, a fire station, utility relocation, utility improvements offsite road improvements; entry features, landscaping, stormwater management, wetlands mitigation, street lighting and other infrastructure; and

WHEREAS, the District presently consists of 56.381 acres, more or less, as more fully described in the Ordinance; and

WHEREAS, the District petitions to amend its boundaries to remove certain lands depicted in the attached **Exhibit A**; and

WHEREAS, the District does not provide any facilities or services to the lands to be removed from the District (the "Removed Parcels") and no District assessments have been levied on the Removed Parcels; and

WHEREAS, the Landowner, Port Orange Holdings II, LLC, has provided consent to the removal of the lands depicted in **Exhibit A** from the District; and

WHEREAS, the proposed boundary amendment is in the best interests of the District and the area of land within the proposed amended boundaries of the District will continue to be of sufficient size, sufficiently compact, and sufficiently contiguous to be developable as one functionally related community; and

WHEREAS, for the area of land that will lie in the amended boundaries of the District, the District is the best alternative available for delivering community development services and facilities; and

WHEREAS, removal of the land in **Exhibit A** from the District is not inconsistent with either the State or local comprehensive plan; and

WHEREAS, the area of land that will lie in the amended boundaries of the District is amenable to separate special district government; and

WHEREAS, in order to seek a boundary amendment pursuant to Chapter 190, Florida Statutes, the District desires to authorize District staff, including but not limited to legal, engineering, and managerial staff, to provide such services as are necessary throughout the pendency of the boundary amendment process; and

WHEREAS, the retention of any necessary consultants and the work to be performed by District staff may require the expenditure of certain fees, costs, and other expenses by the District as authorized by the District's Board; and

WHEREAS, the District desires to petition to amend its boundaries in accordance with the procedures and processes described in Chapter 190, Florida Statutes, which processes include the preparation of a petition to the City of Port Orange, Florida, and such other actions as are necessary in furtherance of the boundary amendment process.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF
SUPERVISORS OF THE CBL/BM PORT ORANGE WEST
COMMUNITY DEVELOPMENT DISTRICT:**

SECTION 1. The recitals as stated above are true and correct and by this reference are incorporated into and form a material part of this Resolution.

SECTION 2. The Board hereby directs the Chairman and District staff to proceed in an expeditious manner with the preparation and filing of a petition and related materials with the City of Port Orange, Florida, to seek the amendment of the District's boundaries to remove the lands depicted in **Exhibit A**, pursuant to Chapter 190, Florida Statutes, and authorizes the prosecution of the procedural requirements detailed in Chapter 190, Florida Statutes, for the amendment of the District's boundaries.

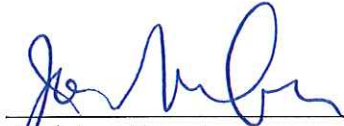
SECTION 3. The Board hereby authorizes the District Chairman, Wayne Bohl, to act as agent of the District with regard to any and all matters pertaining to the petition to the City of Port Orange, Florida to amend the boundaries of the District.

SECTION 4. This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 11 day of October, 2013.

ATTEST:

CBL/BM PORT ORANGE WEST
COMMUNITY DEVELOPMENT
DISTRICT



Assistant Secretary



Wayne Bohl
Chairman

EXHIBIT A

WHITEPALM APARTMENTS - 5400 S. WILLIAMSON BOULEVARD
PORT ORANGE, VOLUSIA COUNTY, FLORIDA

LEGAL DESCRIPTION:

A PORTION OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 16 SOUTH, RANGE 33 EAST, AND THAT PORTION OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 16 SOUTH, RANGE 32 EAST, ALL IN VOLUSIA COUNTY, FLORIDA, LYING SOUTHWESTERLY OF WILLIAMSON BOULEVARD (EAST COAST BELTLINE) AS RECORDED IN OFFICIAL RECORDS BOOK 3773, PAGE 0770 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND SOUTHERLY AND EASTERLY OF ROYAL PALM P.U.D. - PHASE 1, AS RECORDED IN PLAT BOOK 49, PAGES 30-33, SAID PUBLIC RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 18, THENCE N87°37'06"W ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 18, A DISTANCE OF 1084.97 FEET TO THE NORTHEASTERLY BOUNDARY LINE OF SAID ROYAL PALM P.U.D. PHASE 1; THENCE ALONG SAID NORTHEASTERLY BOUNDARY LINE, N54°49'14"W, 847.03 FEET TO THE POINT OF BEGINNING; THENCE ALONG SAID NORTHEASTERLY BOUNDARY LINE, N54°49'14"W, 1170.50 FEET; THENCE CONTINUE ALONG THE BOUNDARY LINE OF SAID ROYAL PALM P.U.D. PHASE 1, N35°10'46"E, 1000.00 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF SAID WILLIAMSON BOULEVARD; THENCE DEPARTING SAID BOUNDARY LINE OF ROYAL PALM P.U.D. PHASE 1, S54°49'02"E ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE OF WILLIAMSON BOULEVARD, 1170.50 FEET; THENCE DEPART THE SOUTHWESTERLY LINE OF SAID WILLIAMSON BOULEVARD S35°10'46"W, 999.93 FEET TO THE TO THE POINT OF BEGINNING.

CONTAINING 26.870 ACRES, MORE OR LESS.

ORDINANCE NO. 2008-18

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, GRANTING PETITION OF PORT ORANGE HOLDINGS II, LLC FOR ESTABLISHMENT OF A COMMUNITY DEVELOPMENT DISTRICT; CREATING AND ESTABLISHING CBL/BM PORT ORANGE WEST COMMUNITY DEVELOPMENT DISTRICT; PROVIDING FOR NAME, POWERS AND DUTIES; PROVIDING DESCRIPTION AND BOUNDARIES; PROVIDING INITIAL MEMBERS OF BOARD OF SUPERVISORS; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Legislature created and amended Chapter 190, Florida Statutes, to provide an alternative method to finance and manage basic services for community development; and

WHEREAS, Port Orange Holdings II, LLC, a Florida limited liability company, has petitioned for the establishment of the CBL/BM Port Orange West Community Development District (the "District") and has paid the required fee of Fifteen Thousand and 00/100 Dollars (\$15,000.00) to the City of Port Orange, Florida; and

WHEREAS, a public hearing has been conducted by the City Council (the "Council") of the City of Port Orange, Florida (the "City") in accordance with the requirements and procedures of Section 190.005(2)(d), Florida Statutes, and the applicable requirements and procedures of the City's Charter and Code of Ordinances; and

WHEREAS, the District will constitute a timely, efficient, effective, responsive and economic way to deliver community development services in the area, thereby providing a solution to the City's management and financing needs for delivery of capital infrastructure therein without overburdening the City and its taxpayers; and

(ORD. NO. 2008-18)

WHEREAS, the Council finds that the statements contained in the Petition are true and correct; and

WHEREAS, the creation of the District is not inconsistent with any applicable element or portion of the State comprehensive plan or the City's Comprehensive Plan; and

WHEREAS, the area of land within the District is of sufficient size, is sufficiently compact, and is sufficiently contiguous to be developable as one functional interrelated development; and

WHEREAS, the creation of the District is the best alternative available for delivering community development facilities and services to the area that will be served by the District; and

WHEREAS, the proposed facilities and services to be provided by the District will be compatible with the capacity and uses of existing local and regional community development facilities and services; and

WHEREAS, the area that will be served by the District is amenable to separate special district government; and

WHEREAS, the Council finds that the district shall have general and special powers authorized by Sections 190.011 and 190.012, Florida Statutes, and as set forth specifically herein, that it is in the public interest of all of the citizens of the City that the District have such powers.

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

(ORD. NO. 2008-18)

Section 1. The foregoing findings, which are expressly set forth herein, are hereby adopted and made a part hereof.

Section 2. The Petition to establish the CBL/BM Port Orange West Community Development District over the real property described in Exhibit 2 of the Petition, a copy of which is attached hereto, which was filed by the Petitioner, on April 18, 2008, and which Petition is on file at the Office of the Clerk of the Council, is hereby granted, in accordance with the terms of this Ordinance. A copy of the Petition is attached and incorporated herein Exhibit A.

Section 3. The external boundaries of the District are depicted on the location map attached hereto and incorporated herein as Exhibit B.

Section 4. The initial members of the Board of Supervisors shall be as follows:

Name: Wayne Bohl
Address: 1700 W. International Speedway Blvd.
Daytona Beach, FL 32114

Name: Bob Elliott
Address: 1700 W. International Speedway Blvd.
Daytona Beach, FL 32114

Name: Mandy York
Address: 1700 W. International Speedway Blvd.
Daytona Beach, FL 32114

Name: Sans Lassiter
Address: 123 Live Oak Avenue
Daytona Beach, FL 32114

Name: John Horency
Address: 9754 Sibley Circle
Orlando, FL 32836

Section 5. The name of the District shall be the "CBL/BM Port Orange West

Community Development District”.

Section 6. The CBL/BM Port Orange West Community Development District is created for the purposes set forth in Chapter 190, Florida Statutes.

Section 7. Pursuant to Section 190.005(2)(d), Florida Statutes, the charter for the CBL/BM Port Orange West Community Development District shall be Sections 190.006 through 190.041, Florida Statutes, as amended.

Section 8. The Council hereby grants to the CBL/BM Port Orange West Community Development District all powers authorized pursuant to Sections 190.011 and 190.012(1), (2)(a), (d), (e) and (3), Florida Statutes, and hereby finds that it is in the public interest of all citizens of the City to grant such general powers.

Section 9. All bonds issued by the CBL/BM Port Orange West Community Development District pursuant to the powers granted by this ordinance shall be validated pursuant to Chapter 75, Florida Statutes.

Section 10. No bond, debt or other obligation of the CBL/BM Port Orange West Community Development District, nor any default thereon, shall constitute a debt or obligation of the City.

Section 11. The District shall maintain on site stormwater facilities and associated fountains. In addition to any other maintenance obligations undertaken by the CBL/BM Port Orange West Community Development District, the District shall enter into interlocal agreements with the City or County of Volusia, as applicable, for the ongoing maintenance, or costs associated with maintenance, of the following:

1. The maintenance and operational expenses of the adjoining South

(ORD. NO. 2008-18)

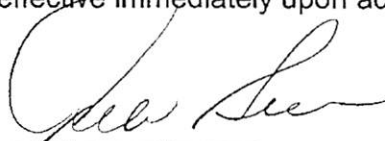
Williamson right of way and the Summer Trees Road right of way, including sidewalks, street lighting, walk lighting, landscape maintenance and mowing of the parkage, but excluding actual roadway paving and shoulder maintenance, adjacent to the CBL/BM Port Orange West Community Development District boundary with South Williamson.

2. The maintenance for any traffic signals required for this project.

Section 12. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

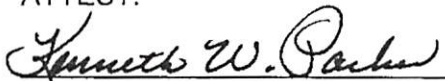
Section 13. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

Section 14. This ordinance shall become effective immediately upon adoption by the City Council.



Mayor Allen Green

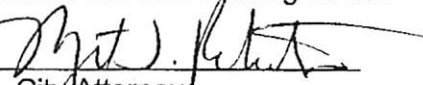
ATTEST:



Kenneth W. Parker, City Manager

Passed on first reading on the 3rd day of June, 2008

Passed and adopted on second and final reading on the 24th day of June, 2008

Reviewed and Approved: 

City Attorney

C:\Legal\ORD\cbl bm po west cdd establishment.wpd

This instrument prepared by:
Michael J. Woods, Esq.
Cobb Cole, P.A.
351 E New York Ave., Suite 200
DeLand, Fl. 32720

MAINTENANCE AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2015 by and between the **COUNTY OF VOLUSIA**, a Political Subdivision of the State of Florida, whose permanent address is 123 West Indiana Ave, DeLand, Florida 32720-4262 (the "County") and **PORT ORANGE HOLDINGS II, LLC**, a Florida limited liability company, whose post office address is CBL Center, Ste. 500, 2030 Hamilton Place Blvd., Chattanooga, TN, 37421 (the "Developer").

WITNESSETH

WHEREAS, the Developer warrants that it is the current record title owner of the property (the "Subject Property") legally described on Exhibit "A" attached hereto and by this reference made a part hereof.

NOW, THEREFORE, the parties hereto agree as follows:

1. The Developer warrants that it shall be responsible for the maintenance and operational costs of the adjoining South Williamson right of way and Summer Trees Road right of way, including sidewalks, street lighting, walk lighting, landscape maintenance and mowing of the parkage, but excluding actual roadway paving and shoulder maintenance, adjacent to the Subject Property's boundary with South Williamson.
2. This agreement shall be recorded in the Public Records of Volusia County, Florida. The provisions of this agreement shall constitute covenants running with the land applicable to all of the Subject Property described herein or any portion thereof. This agreement shall inure to the benefit of the parties hereto and the Subject Property, and shall be binding upon any person, firm, or corporation that may become a subsequent owner, successor in interest or assign, directly or indirectly, of the Subject Property or any portion thereof.
3. In the event of any claim, action, litigation or proceeding under this agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

WITNESSES:

PORT ORANGE HOLDINGS, II, LLC
a Florida limited liability company

(Signature)

By: CBL & Associates Limited Partnership,
a Delaware limited partnership,
its chief manager

(Print or Type Name)

By: CBL Holdings, I, Inc.,
a Delaware corporation,
its sole general partner

(Signature)

By: _____
Jeffery V. Curry, Chief Legal Officer

(Print or Type Name)

DATE: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2015 by Jeffery V. Curry, as Chief Legal Officer of Port Orange Holdings, II, LLC. He/She is personally known to me or produced _____ as identification.

Notary Public, State of _____
Commission No.: _____
My Commission Expires: _____

COUNTY:

COUNTY OF VOLUSIA, FLORIDA

ATTEST:

BY: _____
Jason P. Davis
County Chair

James T. Dinneen,
County Manager

DATE: _____

Approved as to form
and correctness:

Name
Assistant County Attorney

EXHIBIT "A"
Legal Description of Subject Property



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/17/2015

Consent item: No

SUBJECT: First Reading-Ordinance No. 2015-5 - Extending Utility Bill Due Dates and Regarding Credits for Extraordinary Consumption

DEPARTMENT: Finance

RECOMMENDED MOTION: To approve Ordinance 2015-5

SUMMARY:

This ordinance amends the Code to extend utility and miscellaneous billing due dates and to provide a method for addressing extraordinary consumption that spans two billing cycles.

Currently we require utility bills to be paid within 20 days of the billing date. Although there are exceptions, allowing 30 days for payment is the most common business practice. Because we do not always bill on exactly the same day of the month, the 20 day requirement has caused some senior citizens to be late in paying their utility bill since their Social Security checks come only once a month on a certain day of the month. This change will eliminate that problem and conform the City to the most common business practices.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Ordinance 2015-5	Ord 2015-5.pdf
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Riehm, Tracey
Riehm, Tracey
Roberts, Margaret
Harden, David

Created/Initiated - 02/05/2015
Approved - 02/05/2015
Approved - 02/11/2015
Final Approval - 02/11/2015

ORDINANCE NO. 2015-5

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, AMENDING SECTIONS 74-
31, 2-240 & 2-240.5 OF THE CODE OF ORDINANCES
RELATED TO UTILITY BILLING, ADJUSTMENTS AND
DELINQUENT ACCOUNTS; PROVIDING FOR REPEAL OF
CONFLICTING ORDINANCES; PROVIDING FOR
SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council recognizes the need for an efficient and uniform operation regarding billing for utilities provided by the City of Port Orange; and

WHEREAS, a uniform utility billing procedure will help City Staff implement and enforce the Code while making it easier for citizens to comprehend and abide by the Code; and

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

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

SECTION 1. Code of Ordinances, City of Port Orange, Florida Chapter 74, Article II, Section 74-31 is hereby amended, in part, to read as follows:

Sec. 74-31. - Connections to water distribution system required.

(a) – (b) *[Remain Unchanged]*

- (c) If the fees, rates or charges for the services and facilities of the water distribution system including, but not limited to, development fees, connection charges and/or other fees, charges and deposits, are not paid as and when due, any unpaid balance thereof together with interest shall be a lien on any lands or premises affected or served thereby. Such liens shall be superior and paramount to the interest in such lands or premises of any owner, lessee, tenant, mortgagee or other person except the lien of state, county and municipal taxes and shall be on a parity with the lien of such state, county and municipal taxes. If any such fee, rate or charge shall not be paid as and when due and shall be in default for ~~30~~ 40 days or more, the unpaid balance thereof and all interest accrued thereon, together with attorneys' fees and costs may be recovered and such liens may be foreclosed by the city in the manner provided by the laws of the state for the foreclosure of mortgages on real property.

SECTION 2. Code of Ordinances, City of Port Orange, Florida Chapter 2, Article VI, Division I, Section 2-240 is hereby amended, in part, to read as follows:

Sec. 2-240. – Utility billing, delinquent accounts, liens and adjustments.

- (a) Except as otherwise provided in this Code, bills for city services shall be rendered monthly and shall be due when rendered. A \$10.00 penalty shall be assessed on all bills paid later than ~~20~~ 30 days after the due date.
- (b) If the fees, rates or charges for city services billed to the owner of property served by such city services are not paid as and when due and remain unpaid for ~~30~~ 40 days or more after the due date, any unpaid balance thereof, together with interest at the rate of one percent per month on the entire past due balance, from the due date, shall be a lien on any lands or premises affected or served thereby. Such liens shall be superior and paramount to the interest in such lands or premises of any owner, lessee, tenant, mortgagee or other person, except the lien of state, county and municipal taxes, and shall be on a parity with the lien of such state, county and municipal taxes. If any such fee, rate or charge is not paid as and when due and is in default for ~~30~~ 40 days or more, the unpaid balance thereof and all interest accrued thereon, together with attorneys' fees and costs, may be recovered and such liens may be foreclosed by the city in the manner provided by the laws of the state for foreclosure of mortgages on real property.

(c) – (e) *[Remain Unchanged]*

(f) *Utility billing adjustment credits.* Adjustment credits may be issued by the city pursuant to this subsection. Such credits shall be reviewed and approved by the finance director or his designee.

(1) – (2) *[Remain Unchanged]*

(3) *Extraordinary consumption.* If a customer's monthly consumption exceeds the highest reading from the previous 12 months by 300 percent or more and the following month returns to the average consumption of the previous 12 months, the customer shall be eligible for a credit against the sewer charges as provided for leaks in subsection (g) above. Such credit shall be granted following a second month's billing after the extraordinary consumption to verify that the reading is a one-time event. In the event that the one-time extraordinary consumption event spans two billing cycles, the adjustment shall be applied proportionally to each of the two billing cycles.

SECTION 3. Code of Ordinances, City of Port Orange, Florida Chapter 2, Article VI, Division I, Section 2-240.5 is hereby amended, in part, to read as follows:

Sec. 2-240.5 - Miscellaneous billing and delinquent accounts.

- (a) Except as otherwise provided in this Code, bills for city services, other than utilities, shall be rendered at the time the service is provided and shall be due when rendered. A \$10.00 penalty shall be assessed on all bills paid later than ~~20~~ 30 days after the due date.
- (b) If the fees, rates or charges for city services billed to the customer served by such city services are not paid as and when due and remain unpaid for ~~30~~ 40 days or more after the due date, any unpaid balance thereof, together with interest at the rate of one percent per month on the entire past due balance, from the due date, shall be assessed and due to the city. Such unpaid balance shall constitute a lien, if applicable under state law. If any such fee, rate or charge is not paid as and when due and is in default for ~~30~~ 40 days or more, the unpaid balance thereof and all interest accrued thereon, together with attorneys' fees and costs, may be recovered by civil action and such liens may be foreclosed by the city in the manner provided by the laws of the state for foreclosure of mortgages on real property.

(c) *[Remains Unchanged]*

SECTION 4. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 5. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of 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 on April 1, 2015.

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: _____
Assist. City Attorney



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/17/2015

Consent item: No

SUBJECT: Golf Course Renovations

DEPARTMENT: Parks & Recreation

RECOMMENDED MOTION: Move to authorize advertising for and receiving competitive bids to renovate the golf course at Cypress Head.

SUMMARY:

Mr. Dasher has completed his evaluation, scope and cost estimate to renovate the golf course at Cypress Head. Mr. Dasher's project estimate is attached and is less than the budgeted amount for this portion of the project.

Staff is requesting authorization to proceed with advertising and receiving competitive bids for the golf course renovation.

Project No.: AIO024 Funding Account No.: 451-0300-579-63-00

ATTACHMENTS:

1.	Golf Course Renovations Cost Estimate	Itemized bid form dasher.pdf
----	---------------------------------------	------------------------------

Fenwick, Robin
Lovallo, Susan
Riehm, Tracey
Harden, David

Created/Initiated - 02/04/2015
Approved - 02/04/2015
Approved - 02/05/2015
Final Approval - 02/05/2015



The Golf Club @ Cypress Head Itemized Bid Form/Architects Estimate

GREENS:

	Unit Price	Quantity	Extension
Remove/dispose sod	\$ <u>19.00</u> CY	<u>987</u> CY	\$ <u>18,753</u>
Remove old mix	\$ <u>12.00</u> CY	<u>2,260</u> CY	\$ <u>27,120</u>
Replace new mix	\$ <u>1.25</u> SF	<u>122,034</u> SF	\$ <u>152,543</u>
Fine Grade Greens	\$ <u>.035</u> SF	<u>150,102</u> SF	\$ <u>5,168</u>
Fumigate Greens	\$ <u>.27</u> SF	<u>150,102</u> SF	\$ <u>40,527</u>
Fertilize/Lime Greens	\$ <u>.016</u> SF	<u>150,102</u> SF	\$ <u>2,402</u>
Sprig Greens	\$ <u>.50</u> SF	<u>150,102</u> SF	\$ <u>75,051</u>
Sod on Green Sheets	\$ <u>.36</u> SF	<u>24,385</u> SF	\$ <u>8,779</u>
Sprigs on Grn. Sht #2	\$ <u>.18</u> SF	<u>2,356</u> SF	\$ <u>424</u>

Greens Total

\$ 330,767

TEES:

Sod Tee Slopes	\$ <u>.36</u> SF	<u>13,865</u> SF	\$ <u>4,991</u>
Laser Grade Tees*	\$ <u>.13</u> SF	<u>79,759</u> SF	\$ <u>10,369</u>
Fertilize/Lime Tees*	\$ <u>.016</u> SF	<u>79,759</u> SF	\$ <u>1,276</u>
Sprig Tees*	\$ <u>.50</u> SF	<u>79,759</u> SF	\$ <u>39,880</u>

Tees Total

\$ 56,516

* Includes Practice Tee

BUNKERS:

	Unit Price	Quantity	Extension
Bunkers w/Drainage	\$ <u>2.51</u> SF	<u>19,616</u> SF	\$ <u>49,236</u>
Bunkers no Drainage	\$ <u>1.81</u> SF	<u>15,158</u> SF	\$ <u>27,436</u>
4" solid add price	\$ <u>5.50</u> SF		
4"perf w/gravel	\$ <u>6.95</u> SF		
Bunker Total			\$ <u>76,672</u>

DRIVING RANGE IMPROVEMENTS:

	Unit Price	Quantity	Extension
Type "C" Inlets	\$ <u>2,500.00</u> EA	<u>5</u>	\$ <u>12,500</u>
12" Inlets	\$ <u>300.00</u> EA	<u>4</u>	\$ <u>1,200</u>
6" Smoothwall Pipe	\$ <u>7.50</u> LF	<u>214</u> LF	\$ <u>1,605</u>
6" perf w/gravel	\$ <u>9.50</u> LF	<u>20</u> LF	\$ <u>190</u>
4" perf w/gravel	\$ <u>6.95</u> LF	<u>80</u> LF	\$ <u>556</u>
Fumigate/Fert/Sprig target greens			
	\$ <u>.79</u> SF	<u>7,403</u> SF	\$ <u>5,848</u>
Fert/Sprig Celebration	\$ <u>.18</u> SF	<u>128,936</u> SF	\$ <u>23,208</u>
Celebration Sod	\$ <u>.36</u> SF	<u>5,000</u> SF	\$ <u>1,800</u>
Remove Ground lights	\$ <u>4,500.00</u> LS		\$ <u>4,500</u>
Shape & Prep	\$ <u>9,500.00</u> LS		\$ <u>9,500</u>
Driving Range Total			\$ <u>57,524</u>

Note: Driving Range Target Greens are "push-up" utilizing old mix.

Bunker construction included in Bunker Total

SHORT GAME AREA:

	Unit Price	Quantity	Extension
Green Const.	\$ <u>3.75</u> SF	<u>2,082</u> SF	\$ <u>7,808</u>
10" Inlets	\$ <u>250.00</u> EA	<u>4</u> EA	\$ <u>1,000</u>
4" Smoothwall Pipe	\$ <u>5.50</u> LF	<u>145</u> LF	\$ <u>798</u>
4" perf w/gravel	\$ <u>6.95</u> LF	<u>25</u> LF	\$ <u>174</u>
Sprinklers	\$ <u>1,525.00</u> EA	<u>5</u> EA	\$ <u>7,625</u>
Fume/Fert/Sprig Green	\$ <u>.79</u> SF	<u>2,813</u> SF	\$ <u>2,222</u>
Fert/Sprig Celebration	\$ <u>.18</u> SF	<u>18,189</u> SF	\$ <u>3,274</u>
Celebration Sod	\$ <u>.36</u> SF	<u>3,000</u> SF`	\$ <u>1,080</u>
Shape & Prep	\$ <u>3,500.00</u> LS		\$ <u>3,500</u>

Short Game Area Total**\$ 27,481**

Note: Bunker Construction included in Bunker total

Sprinkler price includes pipe, wire and tie in to nearest controller

Miscellaneous:

	Unit Price	Quantity	Extension
Remove Trees	<u>1,000.00</u> EA	<u>10</u> EA	\$ <u>10,000</u>
Root Prune	\$ <u>15.00</u> LF	<u>1,076</u> LF	\$ <u>16,140</u>
Sprigs #2 Fairway	\$ <u>.18</u> SF	<u>12,500</u> SF	\$ <u>2,250</u>
Remove Range Lights	\$ <u>5,000.00</u> LS		\$ <u>5,000</u>
Silt Fence Allowance	\$ <u>2.50</u> LF	<u>2,000</u> LF	\$ <u>5,000</u>
Tracer Wire Greens	\$ <u>.18</u> LF	<u>7,000</u> LF	\$ <u>1,260</u>

Miscellaneous Total**\$ 39,650****Total****\$ 588,610****+10% Contingency****\$ 647,471**

GCBAAs Golf Course Construction & Renovation Costing Version 6 was utilized in the preparation of this estimate.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/17/2015

Consent item: No

SUBJECT: BB&T Bank's request to reduce the Code Enforcement fine for 5536 S. Ridgewood Avenue.

DEPARTMENT: Community Development

RECOMMENDED MOTION: Denial

SUMMARY: CEB # 13-2585

Code Enforcement staff began an investigation of numerous City code violations on this property in December, 2013. Numerous attempts were made to bring this property into compliance. Ultimately, the case was heard by the City's Special Magistrate on May 14, 2014, and found in violation of High Weeds and Grass, Garbage, Junk, Trash, and Debris, and Outside Storage of Abandoned Boats and Trailers. The Special Magistrate ordered these violations to be corrected by May 26, 2014, or a fine of \$100 per day would be assessed beginning May 27, 2014, and continue until the violation was brought into compliance. The property was found to be in compliance on September 8, 2014. The fine total is \$10,300. Administrative costs incurred by the City of Port Orange to prosecute this case are \$110.80. Total amount due is \$10,410.80.

BB&T Bank is offering to settle this case in the amount of \$3,110.80. Please see the attached Code Enforcement Petition for Relief from Tyler A. Hayden representing BB&T.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Code Enforcement Petition for Relief	Code Enforcement Petition for RELief.pdf
2.	Magistrate Order - Case No. 13-2585	Magistrate Order - Case No. 13-2585.pdf
3.	Affidavit of Compliance	Affidavit of Compliance.pdf

Schmotzer, Melanie
Clark, Wayne
Roberts, Margaret
Harden, David

Created/Initiated - 01/29/2015
Approved - 01/29/2015
Approved - 02/11/2015
Final Approval - 02/12/2015

TYLER A. HAYDEN
941.364.2792
thayden@slk-law.com

January 30, 2015

Via Email only to:
mjones@port-orange.org

Mayor Allen Green and the City of Port Orange Council
c/o Matthew J. Jones, Assistant City Attorney
1000 City Center Circle
Port Orange, FL 32129

Re: ***Code Enforcement Petition for Relief***
5536 South Ridgewood Ave. (Parcel ID #6314-01-07-0150) (the "Property")
Code Compliance Case No: 13-2585

Mr. Jones:

Please recall, the undersigned and this law firm represent Branch Banking and Trust Company ("BB&T"), the owner of the Property which is the subject matter of the above referenced Code Compliance case. On behalf of our client, please allow this correspondence to serve as its request for a reduction of the City's Code Compliance Lien (the "Lien") in accordance with the City's specific protocol enumerated in the Port Orange Code of Ordinances, § 2-214(c) - (d).

As you know, on October 22, 2014, I personally appeared at a hearing before Code Compliance Special Magistrate Raymond Branch to originally convey BB&T's request for a reduction of the amount of the Lien under the auspices of § 2-214(c) - (d) of the City Code. At the October 22nd hearing, Special Magistrate Branch advised that, while he was inclined to reduce the fine pursuant to the parameters of the City Code, he would defer to the purview of the City Council to quantify the actual amount of the reduction.

As was outlined at the October 22, 2014 hearing, a reduction of the Lien is appropriate in this case pursuant to the City of Port Orange Ordinance § 2-214(c), which provides:

In determining the amount of the fine, if any, the code enforcement board shall consider the following factors:

- 1. The gravity of the violation;*
- 2. Any actions taken to correct the violation; and*
- 3. Any previous violations committed by the violator.*

On behalf of BB&T, it is our considered opinion that all of the criteria warranting a reduction of the amount of the Lien apply in this case, specifically:

- The gravity of the violation was low – overgrowth and debris on the Property needed to be removed and the Property required general maintenance and clean-up;
- Action was quickly taken to correct the violation – BB&T remedied the violations and brought the Property into compliance on September 8, 2014, only 18 days after the Property was administratively transferred to BB&T's "Real Estate Owned" portfolio of assets on August 20, 2014 (*note*: BB&T acquired title to the Property through the foreclosure of a commercial mortgage following the FDIC's transfer of failed loans it held in Receivership after the institutional failure of Colonial Bank; this Receivership transfer of a failed loan portfolio served to exacerbate the typical post-foreclosure possession and occupancy issues with the Property);
- BB&T is a responsible and community conscientious business which does not have prior code compliance violations on this particular Property or within the City of Port Orange generally.

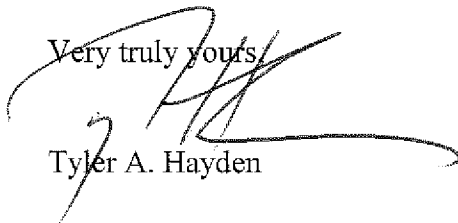
Attached for your ease of reference is a copy of the initial findings of Fact, Conclusions of Law and Order together with a copy of the Affidavit of Compliance which indicates an existing fine recorded against the Property in the amount of \$10,410.80.

In light of the foregoing, BB&T requests a modest reduction of the fines imposed under the Lien and hereby extends a settlement offer of \$3,000.00, plus reimbursement of the City's direct costs of \$110.80, for a total offer of **\$3,110.80**, to satisfy the Lien and procure an appropriate lien release instrument from the City in recordable form.

If this Lien reduction request is approved by the City Council, BB&T will deliver the \$3,110.80 payment in accordance with delivery directions from your office within three (3) business days. In an effort to expedite resolution of this matter, we respectfully request this request be placed on the City Council's agenda for its upcoming regular meeting on either February 3, 2015 or February 17, 2015.

Should you need anything further, please feel free to contact me.

Very truly yours,


Tyler A. Hayden

TAH/lev
enclosures

**CITY OF PORT ORANGE, FLORIDA
CODE ENFORCEMENT SPECIAL MAGISTRATE
CASE NO. 13-2585**

CITY OF PORT ORANGE,
a Florida municipal corporation,

Petitioner,

V.

Branch Banking & Trust Company
C T Corporation System (Registered Agent)
5536 Ridgewood Avenue
Port Orange, FL 32127
631-██████████

Respondent.

FINDING OF FACT, CONCLUSION OF LAW AND ORDER

THIS CAUSE came on for public hearing before the Code Enforcement Special Magistrate on May 14, 2014, after due notice to the Respondent, and the Special Magistrate having heard testimony under oath, received evidence and heard argument from Staff thereupon issues its Findings of Fact, Conclusions of Law, and Order, as follows:

FINDINGS OF FACT:

A. Respondent, Branch Banking & Trust Company, CT Corporation System (Registered Agent), whose mailing address is 1200 South Pine Island Road, Plantation, FL 33324, is the owner of the property located at 5536 Ridgewood Avenue, Port Orange, FL 32127, and more particularly described as:

14 16 33 LOTS 15 & 16 BLK 7 HARBOR POINT PER OR 4489 PG 101
PER OR 6124 PG 0286 PER OR 6914 PG 3260

B. The property has high weeds and grass, garbage, junk, trash, and debris on site that needs to be removed. All outside storage, including the abandoned boats and trailers need to be removed from the property and placed in an enclosed building. This condition was first observed at the real property described above on December 4, 2013; re-inspections made on May 1, 2014 and May 8, 2014 confirmed the condition as being the same. Respondent, Branch Banking & Trust Company, C T Corporation System (Registered Agent), received notice via certified mail, posted on the property and City Hall on April 10, 2014, that the aforesaid conditions constituted a violation of Chapter 42 (Nuisances) of the City of Port Orange Code of Ordinances, Article II (Garbage, Junk and Undergrowth), Section 42-26, (c) & (f), Chapter 42 Nuisances, of the City of Port Orange Code of Ordinances, Article II, Section 42-32, and was to be corrected by April 30, 2014.

C. At the time of the hearing on May 14, 2014, the violations cited above continue to exist.

CONCLUSION OF LAW:

Respondent, Branch Baking & Trust Company, C T Corporation System (Registered Agent), by reason of the foregoing, have violated Chapter 42 (Nuisances) of the City of Port Orange Code of Ordinances, Article II (Garbage, Junk and Undergrowth), Section 42-26, (c) & (f) and Chapter 42 Nuisances, of the City of Port Orange Code of Ordinances, Article II, Section 42-32, in that the respondent failed, on or before the date set in the notice of violation, to remedy the conditions of the high weeds and grass, garbage, junk, trash, debris, outside storage including the abandoned boats and trailers is therefore subject to the provisions of the City of Port Orange Municipal Code 2.207.

ORDER:

A. Respondent shall correct the aforesaid violation by mowing the entire property and removing all trash and debris and outside storage including the abandoned boats on site on or before May 26, 2014. In the event that the property is not brought into compliance on or before May 26, 2014, and/or not maintained in a state of compliance, a daily fine of \$100 per day will be assessed for each day the property is in violation beyond May 26, 2014. In the event the accused has not come into compliance by May 26, 2014, then the City shall have the option to abate the violation as there is a health and safety concern. Additionally, as per Chapter 2, Section 2-214, Code of Ordinances: "In addition to any fines, the Special Magistrate may impose additional fines to cover all costs incurred by the city in enforcing its codes and all costs or repairs pursuant to sub section (a)." The cost to date is \$40.65 as indicated on the cost sheet submitted into evidence. The respondents will be responsible for any additional costs incurred with follow-up inspections and other costs associated with this case until its conclusion. Any future violations under this ordinance shall be considered repeat violations.

B. The Findings of Fact and Conclusions of Law set forth in the Order of the Special Magistrate constitute a final administrative order which may be appealed by filing a notice of appeal with the Circuit Court within 30 days of the signing of this order.

A certified copy of this Order may be recorded in the public records of Volusia County, Florida, and shall thereafter constitute notice to any subsequent purchasers, successors in interest, or assigns if the violation concerns real property. The findings in this Order shall be binding upon Respondent and if the violation concerns real property, any subsequent purchasers, successors in interest, or assigns pursuant to the City of Port Orange Municipal Code 2.207.

DONE AND ORDERED this 14th day of May, 2014.

Attest: Theresa A. Hickey
Secretary, Code Enforcement Special Magistrate

By: [Signature]
Code Enforcement Special Magistrate

I HEREBY ACKNOWLEDGE AND AGREE that the foregoing findings are true and accurate to the best of my knowledge.

[Signature]
Code Compliance Inspector

I HEREBY CERTIFY that a true and correct copy of the foregoing Findings of Fact, Conclusion of Law, and Order have been furnished to Respondent Branch Banking & Trust Company, C T Corporation System (Registered Agent), 1200 South Pine Island Road, Plantation, FL 33324 by Certified and Regular Mail this 14th day of May, 2014.

Theresa A. Hickey
Secretary, Code Enforcement Special Magistrate



CITY OF PORT ORANGE, FLORIDA

I HEREBY CERTIFY the foregoing is a true copy of the original filed in this office.

This document has/has not been redacted pursuant to Florida Law.

This 15 day of May, 2014.
By: [Signature]

**CITY OF PORT ORANGE, FLORIDA
SPECIAL MAGISTRATE**

CASE NO: CEB 13-2585

CITY OF PORT ORANGE,

Petitioner,

vs.

**BRANCH BANKING & TRUST COMPANY (BB&T)
5536 Ridgewood Avenue
Port Orange, FL 32127
6314-01-07-0150,**

Respondent,

Space Reserved for Recording

AFFIDAVIT OF COMPLIANCE

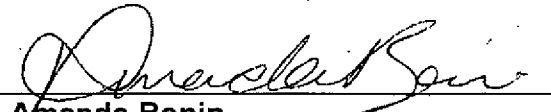
STATE OF FLORIDA
COUNTY OF VOLUSIA

BEFORE ME, the undersigned authority, personally appeared
Amanda Bonin, Code Compliance Inspector for the City of Port Orange, Florida,
who, after being duly sworn, deposes and says:

1. That on May 14, 2014, the Special Magistrate held a public hearing and issued His Findings of Fact, Conclusions of Law and Order in the above-styled matter.
2. That, pursuant to said Order, Respondent was to have taken certain corrective action on or before May 26, 2014.
3. That at the request of the Respondent, a reinspection was performed by the undersigned on September 8, 2014.
4. That the reinspection revealed that the corrective action ordered by the Special Magistrate has been taken.
5. Therefore, daily fines shall not accrue beyond September 8, 2014. However, ANY FINES THAT ACCRUED UP THROUGH AND INCLUDING May 27, 2014, to September 7, 2014, for a total of 103 days ARE STILL IN FULL FORCE AND EFFECT. The Costs are \$110.80 for mailing and filing fees. 103 days at \$100 for a total of \$10300. The total is \$10410.80

FURTHER AFFIANT SAYETH NOT.

DATED this 14 day of October, 2014.


Amanda Bonin

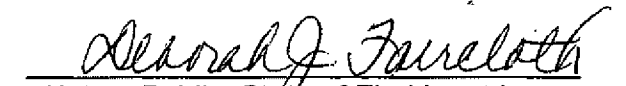
STATE OF FLORIDA
COUNTY OF VOLUSIA

Before me, the undersigned authority, personally appeared Amanda Bonin, the Code Compliance Inspector identified in the foregoing Affidavit of Compliance; who acknowledged before me that she executed the foregoing instrument for the purposes expressed therein.

Sworn to and subscribed before me this 14th day of October, 2014.

Notary to check one:

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


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



DEBORAH J. FAIRCLOTH
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE051268
Expires 12/26/2014



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/17/2015

Consent item: No

SUBJECT: Budget Calendar

DEPARTMENT: Finance

RECOMMENDED MOTION: Move to approve the proposed FY 15-16 budget calendar.

SUMMARY: The annual budget process requires guidance from City Council and coordination between departments. The attached calendar provides for these and meets statutory requirements.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	FY 15-16 Budget Calendar	Budget Calendar to Council 2-17-15.docx
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Fenwick, Robin
Riehm, Tracey
Rosen, Alan
Harden, David

Created/Initiated - 02/04/2015
Approved - 02/11/2015
Approved - 02/12/2015
Final Approval - 02/12/2015

FY 15-16 Budget Calendar

Date	Action
Fri, Feb 13	Finance distributes CIP documents to departments
Mon, Feb 16	HR sends current personnel roster to departments
Tues, Feb 17	Finance distributes budget calendar to Council
March (TBD)	Council strategic planning session
Mon, Mar 16	Community Development provides list of new development (for revenue estimating purposes) to Finance
Wed, Mar 18	Departments submit CIP requests to Finance. Finance and internal service departments review CIP requests.
Mon, Mar 23	Departments verify and submit current personnel rosters to HR
Wed, Apr 1	Finance meets with departments to review budget process and distribute budget packets. HTE open to departments (1 month).
Apr, 1-15	Departments work with HR to develop additional personnel recommendations. Departments develop new program requests.
Mon, Apr 13	Finance finalizes initial CIP review and sends to City Manager for review.
April 13 - 17	City Manager reviews CIP requests with Finance and departments.
Wed, Apr 15	Departments submit new personnel and program requests to Finance.
April (TBD)	Council formally adopts mission, vision, values, goals, and objectives
Tues, Apr 21	Finance sends draft CIP to City Manager and City Council (3 months prior to adoption)
Thu, Apr 31	HTE budget system closed for department line item entries
April 15 – May 18	Finance/HR/Fleet/IT review new position/program requests.
Mon, May 18	Finance submits consolidated position/program requests to City Manager
May 18-22	City Manager and Finance review new position/program requests with departments
May 23 – Jul 9	Finance creates preliminary draft budgets
Fri, Jun 5	Finance submits preliminary revenue estimates to City Manager
Jul 10	Finance submits preliminary draft budgets to City Manager and departments
Jul 13-15	City Manager reviews preliminary operating and capital budgets with department heads
Beginning of July (TBD)	Property Appraiser releases preliminary tax roll
Jul 13-15	Council provides Finance guidance
Jul 16-17	Finance adjusts budget as needed
Jul 17	Preliminary proposed budget submitted to City Manager

Tues, Jul 21	Finance distributes proposed budget to City Council via City Manager • City Council sets proposed millage rate. • City Council sets public hearing dates for tentative and final adoption (1st hearing date must be within 80 days after certification of values and cannot conflict with County or School Board hearing dates) 9/3-9/18 • City Council adopts CIP Program (must be done before 8/15)
Aug 3	Deadline for submitting proposed millage rate to Property Appraiser, and time date and place of 1 st Public Hearing to Property Appraiser (Form DR-420)
Aug 28	Post proposed budget on website
Early Sept	1 st Public Hearing to adopt tentative millage (must be within 80 days but no earlier than 65 days after certification of values 9/3-9/18- cannot conflict with County or School Board hearing dates)
Sept 11	Advertise 2 nd Public Hearing with Budget Summary
Sept 15	Public Hearing to adopt final budget and millage resolutions (Must be within 20 days of first Public Hearing and cannot conflict with County or School Board hearing dates)



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/17/2015

Consent item: No

SUBJECT: City Attorney request to authorize Special Legal Counsel

DEPARTMENT: City Attorney

RECOMMENDED MOTION: Motion to authorize the City Attorney to engage the legal services of Shannon K. Balmer, Ruth O. Borne and Jennifer G. Gillikin.

SUMMARY: The City Attorney's Office has the unique opportunity based upon currently budgeted funds to engage the services of three qualified attorneys specializing in three unique legal disciplines. The attorneys are available to perform services for the city ranging from 10 to 25 hours per week. It is anticipated that the total hours per week for all three attorneys will average approximately 25 hours per week based upon the current demand for legal assistance.

Shannon K. Balmer is available for a fee of \$125.00 per hour and has 12 years experience in the areas of Bankruptcy, Foreclosure, Real Property Title and Lien cases.

Ruth O. Borne is available for a fee of \$150.00 per hour and has 9 years experience as a town attorney and in the areas of community development, zoning, planning, building, code enforcement, annexations, condemnation, real estate development, construction, government budget, grants, personnel and environmental litigation.

Jennifer G. Gillikin is available for a fee of \$100.00 per hour and has 3 years experience as an Assistant State Attorney prosecutor and in the areas of misdemeanor, felony and appellate criminal cases.

The engagement of the Special Legal Counsel will position the City Attorney's Office to maintain the pace of the City of Port Orange for drafting and reviewing contracts, reviewing community development projects, the growing demand for legal guidance for management, review of proposed updated policy, legal research, prosecution of ordinance violations and the advancement and training of current legal staff.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

Fenwick, Robin
Roberts, Margaret

Created/Initiated - 02/12/2015
Final Approval - 02/12/2015
