



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

MARCH 3, 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 - Rev. Christopher Bailey of Chaplain at Bert Fish Hospital
3. Roll Call

B. PUBLIC HEARING

4. 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 (Continued from 2/17/15)
5. 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 (continued on 2/17/15)
6. Second Reading - Ordinance No. 2015-1 - Amending Fire and Rescue Pension Plan
7. Second Reading - Ordinance No. 2015-3 - Removing Whitepalm from the CBL/BM Port Orange West Community Development District
8. Second Reading-Ordinance No. 2015-5 - Extending Utility Bill Due Dates and Regarding Credits for Extraordinary Consumption

C. AGENDA APPROVAL

D. BOARD APPOINTMENTS, INTERVIEWS, REPORTS

9. Parks & Recreation Advisory Board Update

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

F. COUNCIL COMMENTS

10. Comments/Concerns from Council Members

G. CONSENT AGENDA

11. Approval of Minutes

- a. February 17, 2015 - Regular City Council Meeting
- b. February 24, 2015 - Council Workshop

12. Special Event Requests

- a. Remarkable River Racing Series - 5k, 10k, and 15k Races
- b. Bike Week – First Turn Steakhouse & Lounge, 5204 and 5236 South Ridgewood Ave
- c. Bike Week – The Last Resort Bar at 5812 South Ridgewood Ave

13. Victory Police Motorcycle Purchase

14. Bid Awards and Contracts

- a. Piggyback Volusia County Contract for Backflow Device Testing and Certification Services with Aaron's Backflow Services, Inc.
- b. Change Order #1, to Latour Enterprizes, Inc. d/b/a Economy Electric Company
- c. Extend Landscape Contract with Tif-Jen Inc. (Bid 11-11)
- d. Approval of Change Order No. 1 to the Contract for Services with Flowers Chemical Laboratories
- e. Bid Award 15-09 Reclaimed Water Reservoir Outfall and Filtration Project to Sawcross, Inc.

15. Purchase of Ammunition under State Contract

16. January 2015 Project Manager Summary Report

17. St. Johns River Water Management District Cost-Share Grant Application: White Acres Utilities Improvement Project

18. Staff Update Regarding Ditch Cleaning Backlog

H. REGULAR AGENDA

19. First Reading - Ordinance No. 2015-9 - Roll-off Container Non-exclusive Franchise Ordinance

20. First Reading - Ordinance No. 2015-10 - Amending Chapter 74, Utilities, of the City Code

21. Achitectural Service for remodeling Cypress Head Club House (RFSQ 15-04)

I. COMMENTS

22. City Attorney Comments

23. Interim City Manager Comments

J. COUNCIL COMMITTEE REPORTS

24. City Council Committee Reports

- a. City Investment Report - Meeting held 2/25/15
- b. River to Sea TPO Board - Meeting held 2/25/15
- c. Municipal Firefighter's Pension Board - Meeting held 2/23/15
- d. Municipal Police Officer's Pension Board - Meeting held 2/20/15
- e. General Employee's Pension Board - Meeting held 2/24/15
- f. YMCA - Meeting held 2/18/15

K. ADJOURNMENT

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

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



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 03/03/2015

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 (Continued from 2/17/15)

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

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

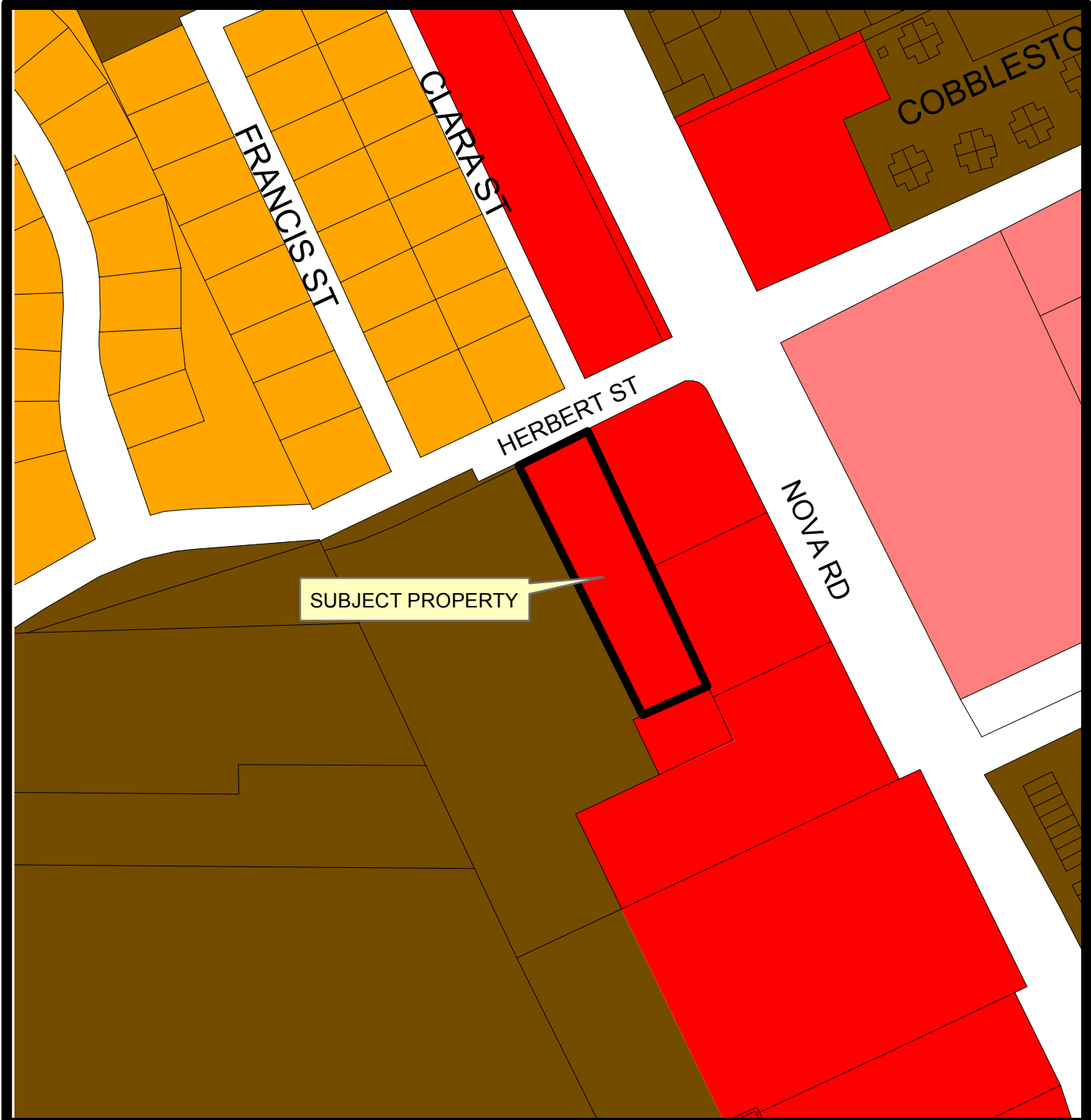
Reviewed and Approved: _____
City Attorney

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.

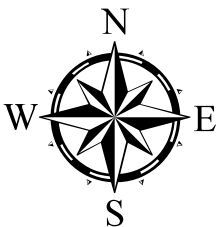


Future Land Use Categories

-  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 $\pm$ 0.68 acres (amendment area) of an overall $\pm$ 4.54-acre property. The $\pm$ 0.68-acre amendment area is located west of the intersection of Herbert Street and Nova Road. The remaining $\pm$ 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.*

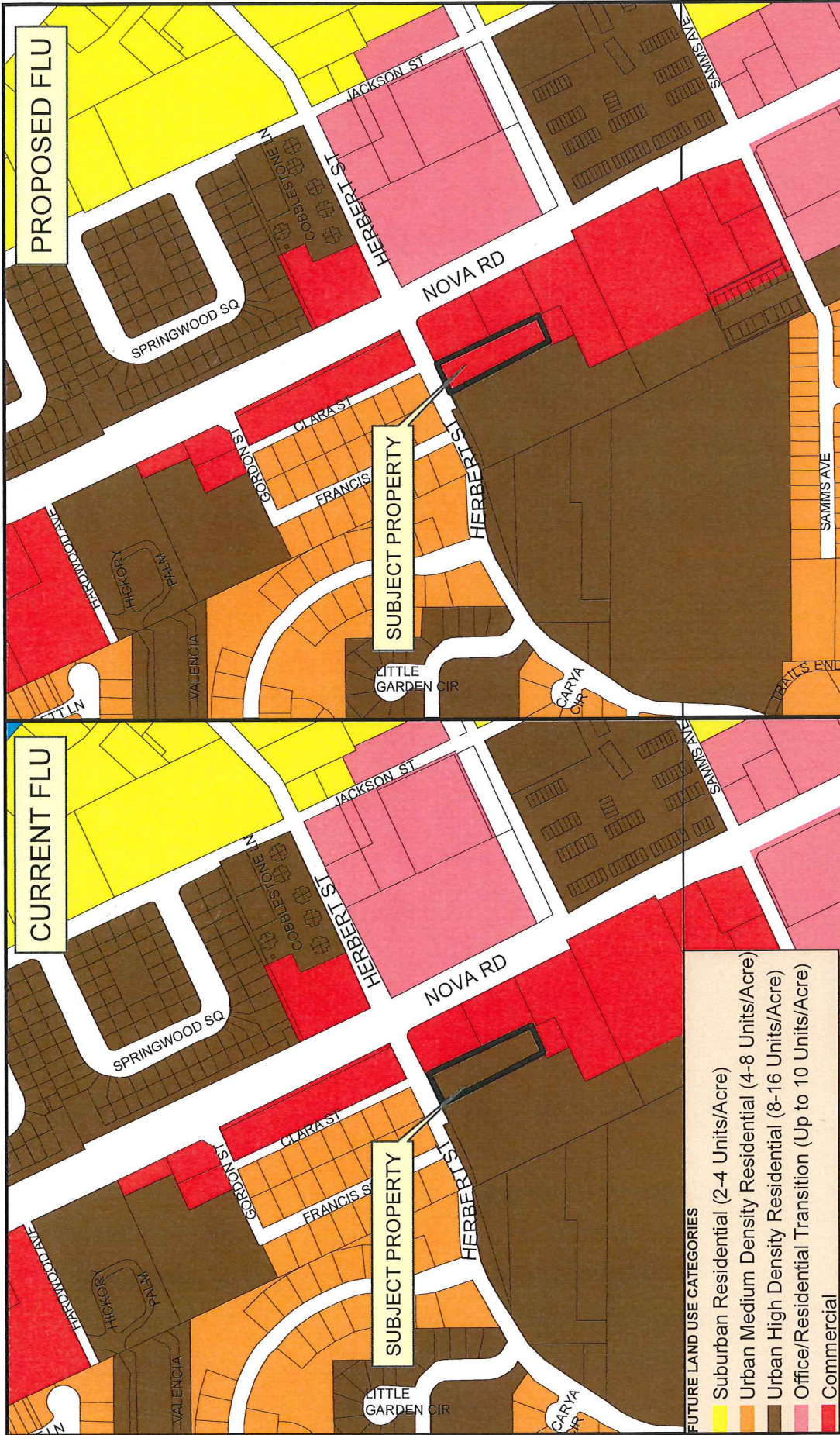
Staff finding: The subject property does not lie within the Hurricane Vulnerability Zone. The proposed amendment will not negatively impact the clearance time for evacuation of the population in the Hurricane Vulnerability Zone.

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:

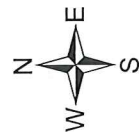
1. Exhibit "A" – Future Land Use Map
2. Exhibit "B" – Zoning Map
3. Exhibit "C" – Figure 1-9. Commercial Node Map from Comprehensive Plan



Case No. 14-20000001

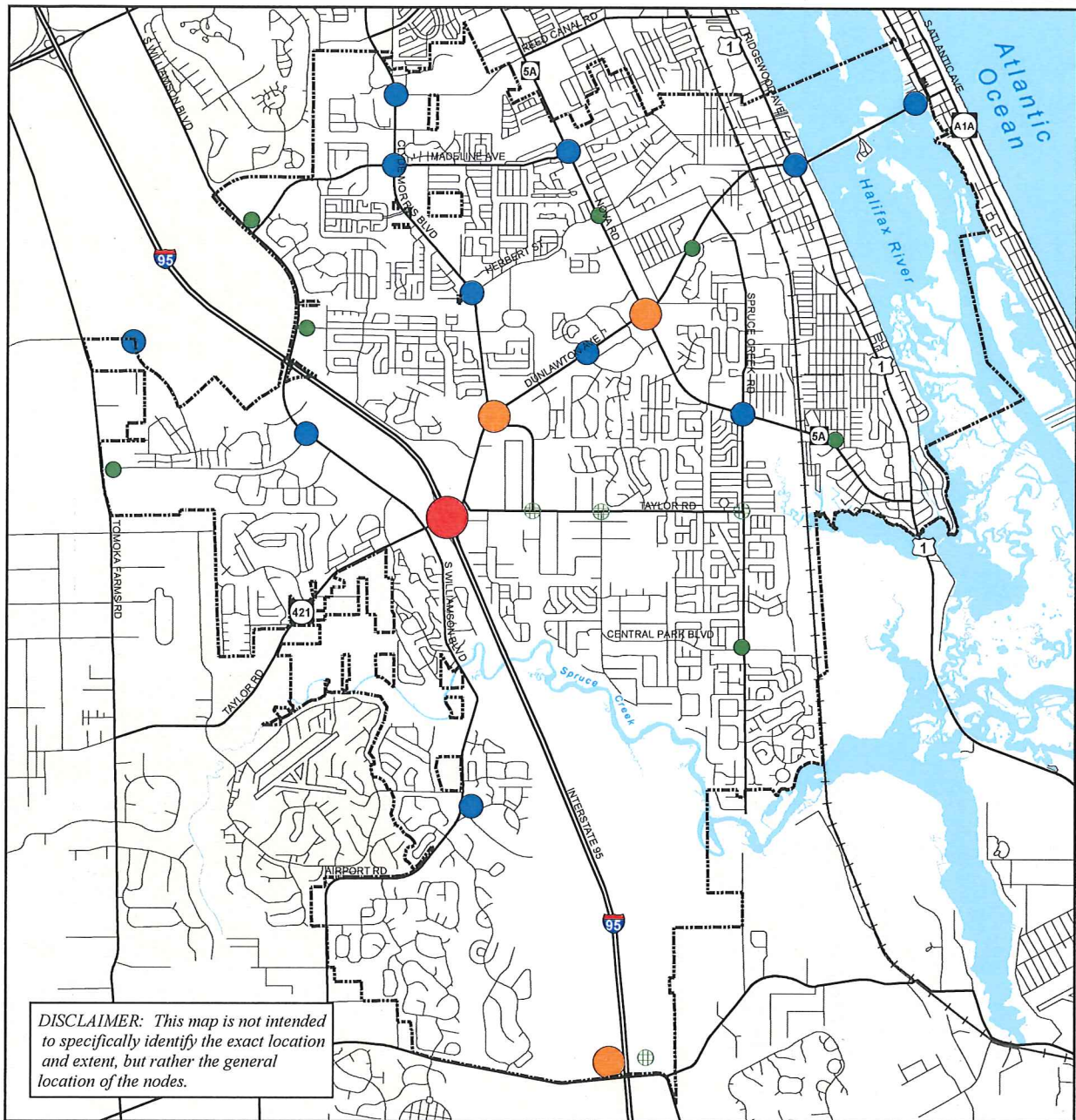
DEPARTMENT OF COMMUNITY DEVELOPMENT





Case No. 14-20000001

DEPARTMENT OF COMMUNITY DEVELOPMENT

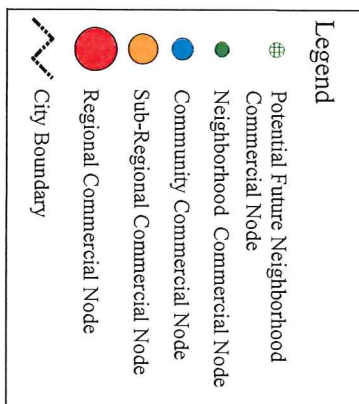


0 4,000 8,000
Feet
1 inch equals 4,000 feet



**General Location of
Commercial Nodes**

FIGURE 1 - 9



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 03/03/2015

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 (continued on 2/17/15)

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 - 02/13/2015

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

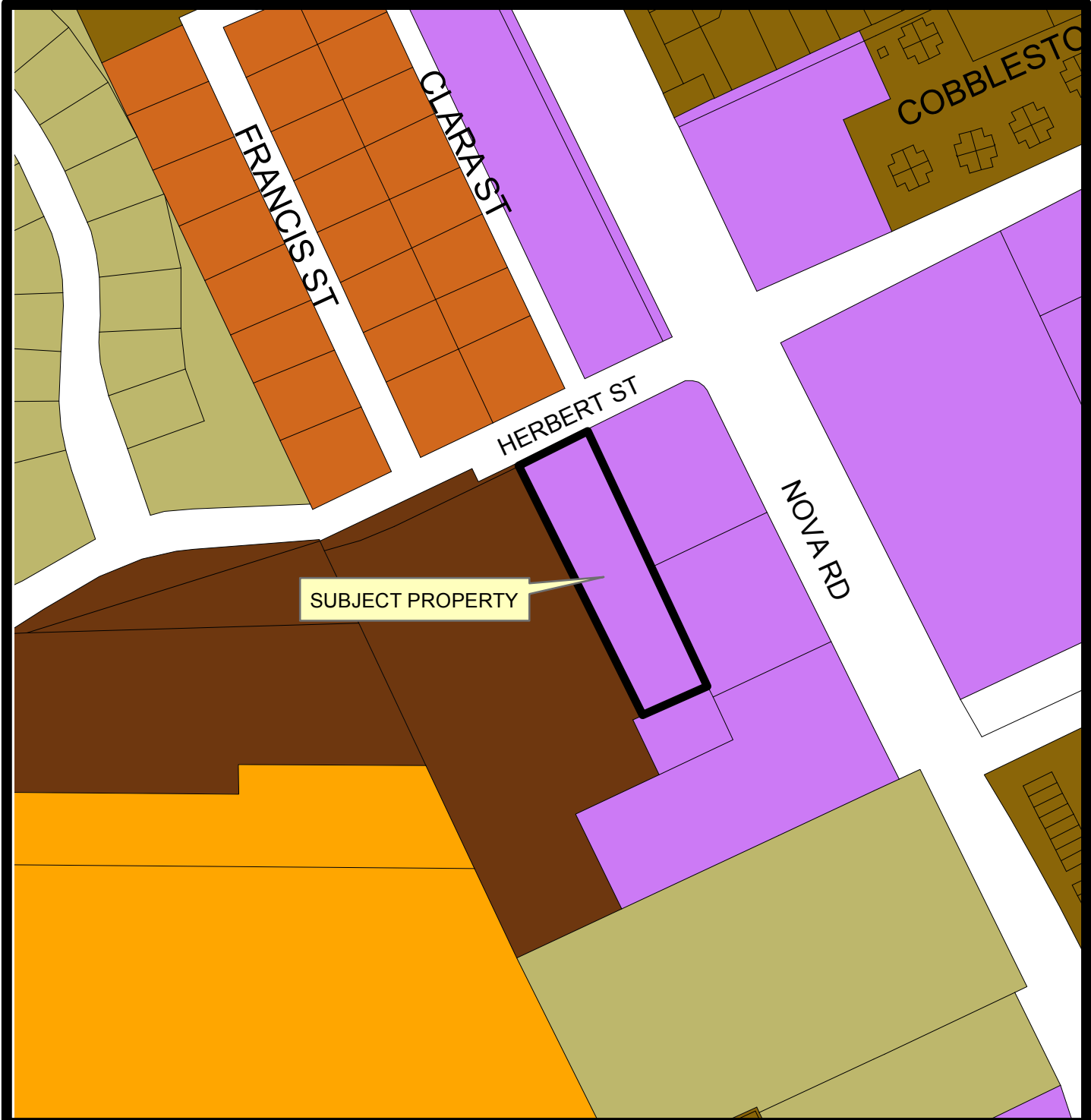
Passed and adopted on second and final reading on the day of

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.

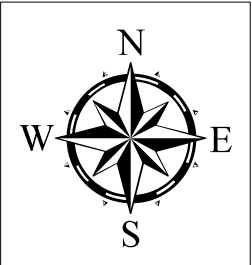


ZONING

- | | |
|---|--|
|  R-8SF Single Family Residential |  RMH Residential Mobile Home |
|  R-3M Multi-Family Residential |  PUD Planned Unit Development |
|  R-3H Multi-Family Residential |  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."

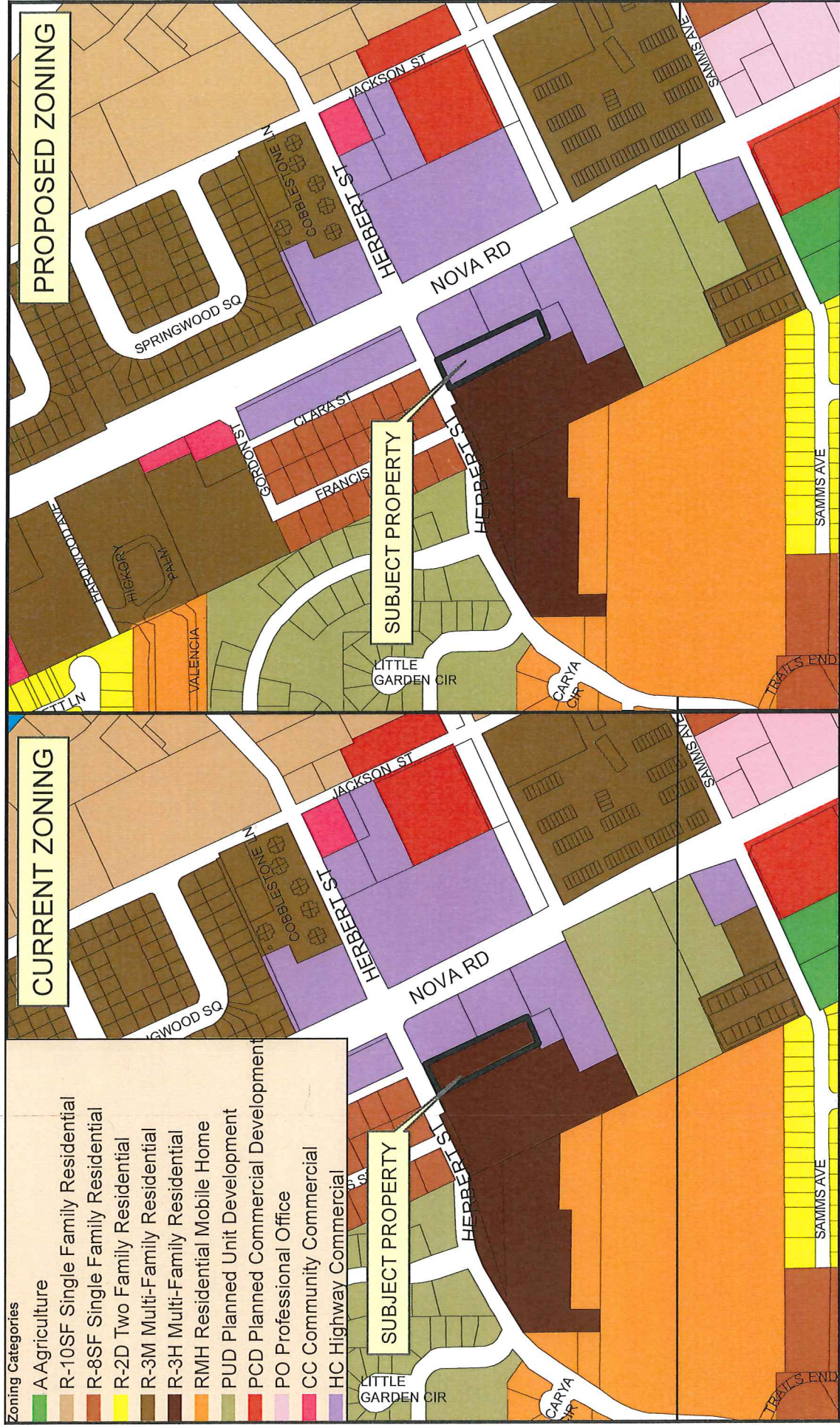
The City has planned for and designated commercial nodes at intersections of major roads in the Future Land Use Element of the Comprehensive Plan (Exhibit "C"). In this case, the subject property is part of a Neighborhood Commercial Node located around the intersection of Nova Road and Herbert Street. 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:

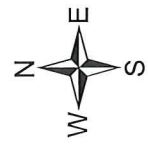
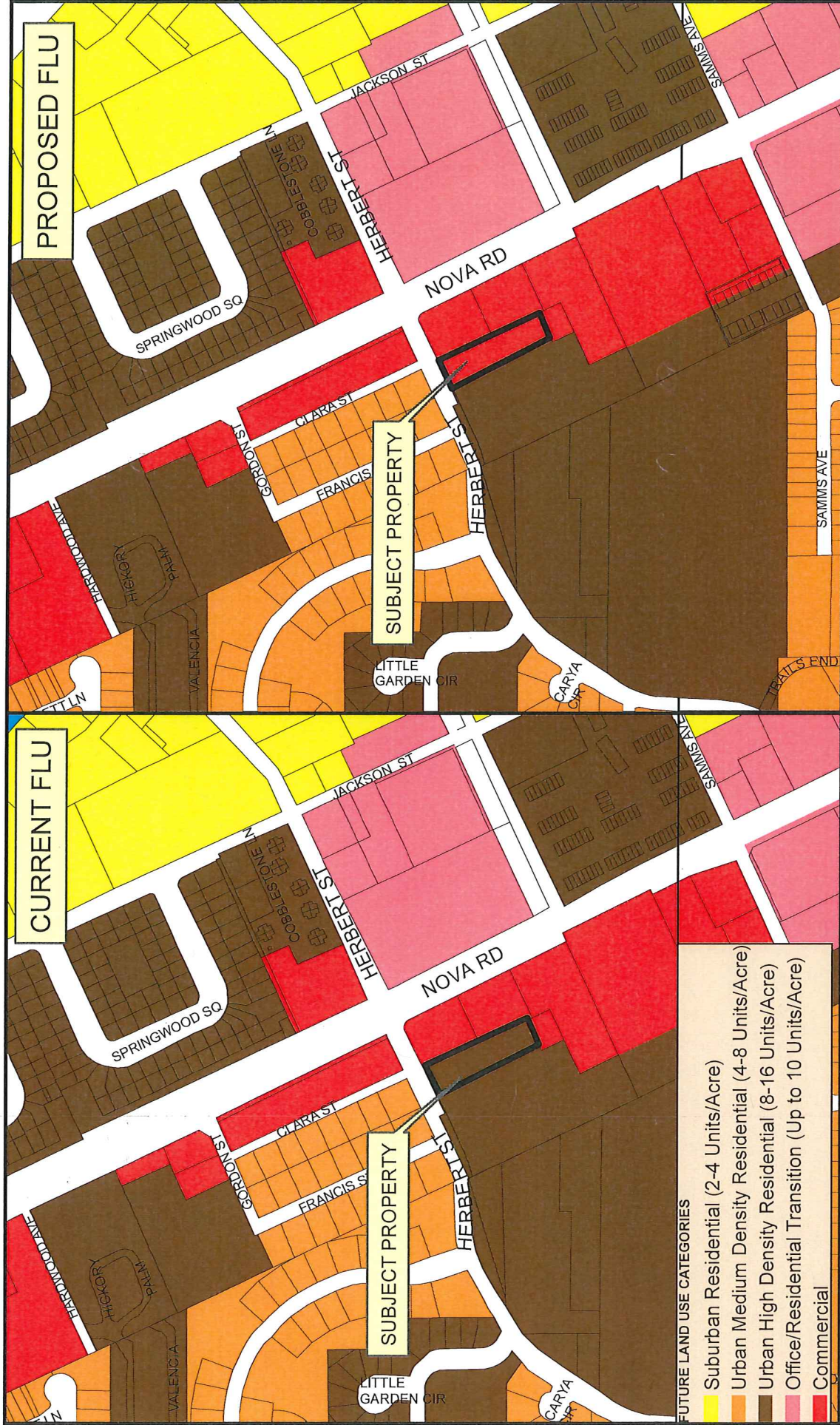
1. Exhibit "A" – Rezoning Map
2. Exhibit "B" – Future Land Use Map
3. Exhibit "C" – Figure 1.9 Location Map from the Comprehensive Plan



Case No. 14-60000005

DEPARTMENT OF COMMUNITY DEVELOPMENT

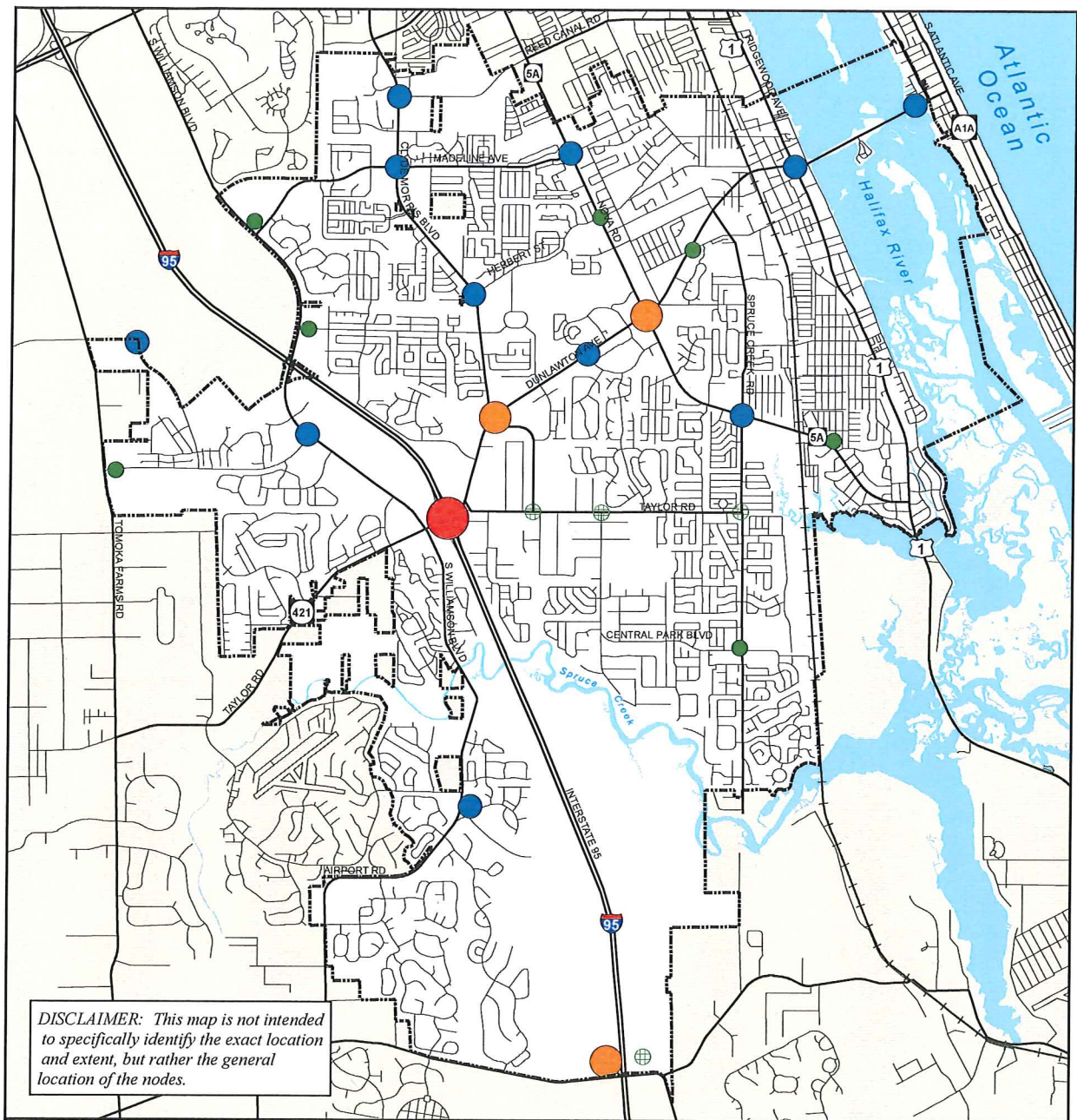




Case No. 14-60000005

DEPARTMENT OF COMMUNITY DEVELOPMENT



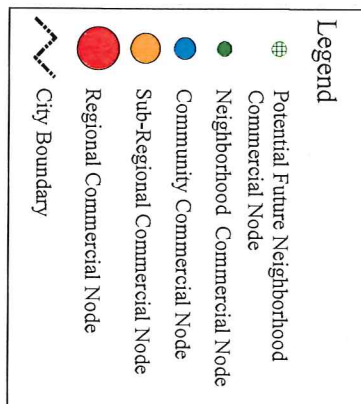


0 4,000 8,000
Feet

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 03/03/2015

Consent item: No

SUBJECT: Second 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

Fenwick, Robin

Created/Initiated - 02/13/2015

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 03/03/2015

Consent item: No

SUBJECT: Second 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

Fenwick, Robin

Created/Initiated - 02/13/2015

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.

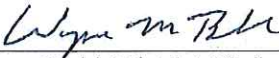
6. Procedure Governing Consideration of Petition. Pursuant to Section 190.046(1)(c), Florida Statutes, a public hearing shall be held in the same matter and with the same public notice required for all ordinances of the City of Port Orange. The City Council shall consider the record of the public hearing 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

Page 10 of 12

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

GPU Government/PU&E Use

Flood Plain Conservation

City Boundary

EXHIBIT 6

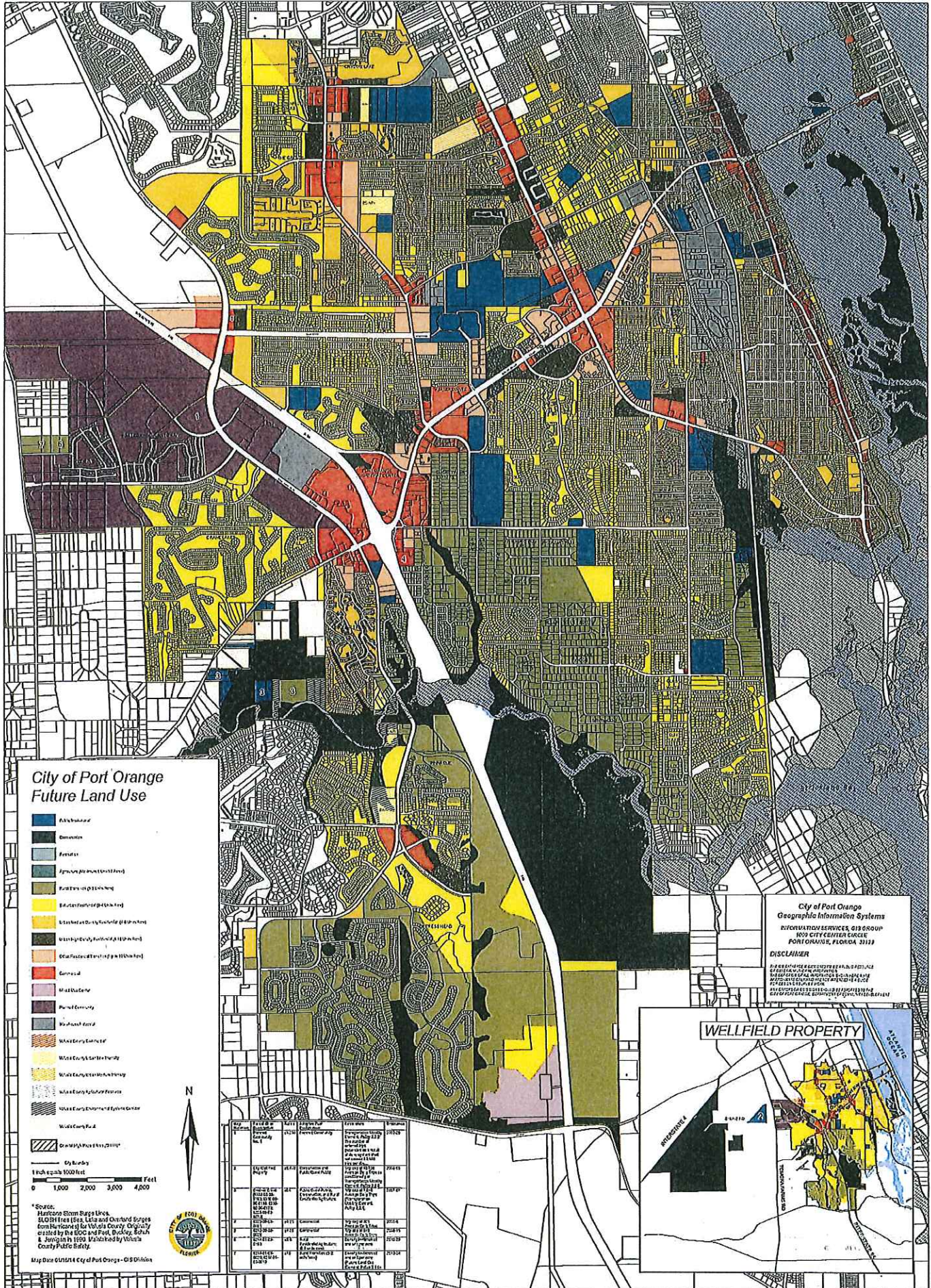


EXHIBIT B

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:

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CONTAINING 56.381 ACRES, MORE OR LESS.

LESS AND EXCEPT:

WHITEPALM APARTMENTS - 5400 S. WILLIAMSON BOULEVARD
PORT ORANGE, VOLUSIA COUNTY, FLORIDA

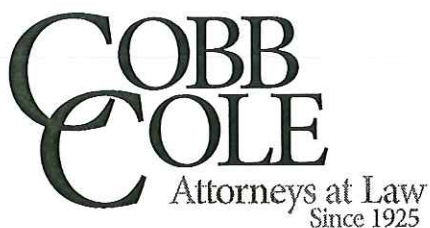
A PORTION OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 16 SOUTH, RANGE 33 EAST, AND THAT PORTION OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 16 SOUTH, RANGE 32 EAST, ALL IN VOLUSIA COUNTY, FLORIDA, LYING SOUTHWESTERLY OF WILLIAMSON BOULEVARD (EAST COAST BELTLINE) AS RECORDED IN OFFICIAL RECORDS BOOK 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
Robert A. Merrell III
Bruce A. Hanna
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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:

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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

Zoning Classification

Zoning Classification

- GPU Government Public Use
- FD Food Plant-Conversion
- A Agriculture
- RR Rural Residential
- R-20SF Single Family Residential
- R-10SF Single Family Residential
- R-8SF Single Family Residential
- R-7SF Single Family Residential
- R-4M Multi-Family Residential
- R-3M Multi-Family Residential
- R-2M Multi-Family Residential
- R-1M Multi-Family Residential
- RMH Residential Medium Density
- RI High-Density Residential
- P-CA Professional Office/Agribusiness
- PD-R Planned Commercial/Retail
- PD Planned Unit Development
- PCD Planned Commercial Development
- PD Professional Office
- RI High-Density Residential
- Office Residential Transition
- CG Community Commercial
- CG Community Commercial
- CG Community Commercial
- LI Light Industrial
- RI Ridgewood Development
- CPD Community Professional Development
- Vukita County A-1
- Vukita County A-2
- Vukita County A-3
- Vukita County R-5
- Vukita County R-6
- Vukita County RC
- Vukita County RFUD
- Vukita County MH-1
- Vukita County B-1
- Vukita County B-4
- Vukita County B-5
- Vukita County B-9
- Vukita County EFUD

City Boundary

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 GUIDE FOR DESIGN OR SURVEY WORK.

ANY ERRORS OR OMISSIONS SHOULD BE REPORTED TO THE CITY OF PORT GARDNE, DEPARTMENT OF COMMUNITY DEVELOPMENT

Wellfield Property

 GPU Government/Public
 Flood Plain Conservation
 City Boundary

	Public Institutional
	Conservation
	Recreation
	Agriculture (60 to 100 Units/Acre)
	Forest Tracts (20 Units/Acre)
	Education/Recreation (2-4 Units/Acre)
	Urban Medium Density Residential (6-8 Units/Acre)
	Urban High Density Residential (8-18 Units/Acre)
	Office/Professional/Trades (6 to 10 Units/Acre)
	Commercial
	Mixed-Use Center
	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

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Sl. No.	Policy Name	Year	Ministry	Key Objectives	Implementation
1	Food Security Policy, 2000	2000	Ministry of Agriculture	Ensure food security and self-sufficiency in food grains.	100%
2	Food Safety and Standards Act, 2006	2006	Ministry of Health	Regulate food safety and standards.	100%
3	Food Processing Policy, 2002	2002	Ministry of Agriculture	Promote food processing and export.	100%
4	Food Security Act, 2013	2013	Ministry of Agriculture	Ensure food security and self-sufficiency in food grains.	100%
5	Food Safety and Standards (FSSAI) Act, 2013	2013	Ministry of Health	Regulate food safety and standards.	100%
6	Food Processing Policy, 2002	2002	Ministry of Agriculture	Promote food processing and export.	100%
7	Food Security Act, 2013	2013	Ministry of Agriculture	Ensure food security and self-sufficiency in food grains.	100%
8	Food Safety and Standards (FSSAI) Act, 2013	2013	Ministry of Health	Regulate food safety and standards.	100%
9	Food Processing Policy, 2002	2002	Ministry of Agriculture	Promote food processing and export.	100%
10	Food Security Act, 2013	2013	Ministry of Agriculture	Ensure food security and self-sufficiency in food grains.	100%
11	Food Safety and Standards (FSSAI) Act, 2013	2013	Ministry of Health	Regulate food safety and standards.	100%
12	Food Processing Policy, 2002	2002	Ministry of Agriculture	Promote food processing and export.	100%
13	Food Security Act, 2013	2013	Ministry of Agriculture	Ensure food security and self-sufficiency in food grains.	100%
14	Food Safety and Standards (FSSAI) Act, 2013	2013	Ministry of Health	Regulate food safety and standards.	100%
15	Food Processing Policy, 2002	2002	Ministry of Agriculture	Promote food processing and export.	100%
16	Food Security Act, 2013	2013	Ministry of Agriculture	Ensure food security and self-sufficiency in food grains.	100%
17	Food Safety and Standards (FSSAI) Act, 2013	2013	Ministry of Health	Regulate food safety and standards.	100%
18	Food Processing Policy, 2002	2002	Ministry of Agriculture	Promote food processing and export.	100%
19	Food Security Act, 2013	2013	Ministry of Agriculture	Ensure food security and self-sufficiency in food grains.	100%
20	Food Safety and Standards (FSSAI) Act, 2013	2013	Ministry of Health	Regulate food safety and standards.	100%

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.

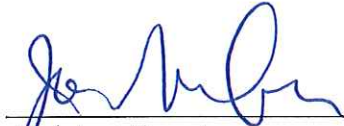
SECTION 3. The Board hereby authorizes the District Chairman, Wayne Bohl, to act as agent of the District with regard to any and all matters pertaining to the petition to the City of Port Orange, Florida to amend the boundaries of the District.

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)

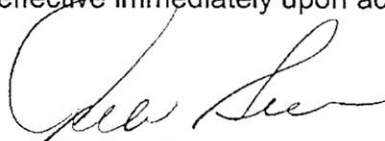
Williamson right of way and the Summer Trees Road right of way, including sidewalks, street lighting, walk lighting, landscape maintenance and mowing of the parkage, but excluding actual roadway paving and shoulder maintenance, adjacent to the CBL/BM Port Orange West Community Development District boundary 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.

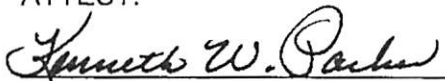
Section 13. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

Section 14. This ordinance shall become effective immediately upon adoption by the City Council.



Mayor Allen Green

ATTEST:

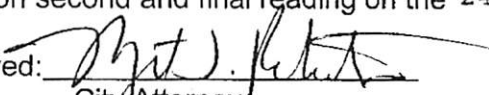


Kenneth W. Parker, City Manager

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 03/03/2015

Consent item: No

SUBJECT: Second 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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Fenwick, Robin

Created/Initiated - 02/13/2015

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

REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
FEBRUARY 17, 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 was given by Father Chris Hoffman of Our Lady of Hope Catholic Church.

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

Mayor Green asked Council to move the Golf Course Renovation discussion to be heard after Item #7. Council agreed.

PUBLIC HEARING

4. 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

Mayor Green read Ordinance No. 2014-32.

Motion to approve Ordinance No. 2014-32 was made by Vice Mayor Bastian, and Seconded by Councilman Burnette.

Tim Burman, Planner, advised Council that Staff is requesting that items #4 and 5 be continued until March 3, 2015.

Motion to continue items #4 and 5 to March 3, 2015 was made by Vice Mayor Bastian, and Seconded by Councilman Burnette. Motion carried unanimously by roll call vote after no public comments.

5. 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

Item was continued until March 3, 2015.

AGENDA APPROVAL

Councilman Burnette asked that Consent Agenda items #10 & 16g be pulled for further discussion. Councilman Ford asked that Item #17 be pulled. Ted Nofall, citizen, asked that item #15 be pulled for further discussion.

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

BOARD APPOINTMENTS, INTERVIEWS, REPORTS

6. Citizen Advisory Committee for TPO Report by Bobby Ball

Bobby Ball, citizen, was unable to attend the CAC meeting this month but will be able to take back questions or concerns from Council. There were none.

SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

7. Police Department Recognition Awards

Jerry Monahan, Police Chief, and Wayne Miller, Assistant Police Chief, provided awards to volunteers in the VIPS program.

Item #22 – Golf Course Renovations

Councilman Ford advised that the item being discussed tonight is to decide whether or not Council supports moving forward with advertising for bids on renovating the golf course greens. He supports the renovations to keep the course in good shape for the City and the neighborhood.

Councilman Burnette believes Council has a duty to maintain City assets. He believes the course needs to be renovated. He supports renovating the club as well.

Vice Mayor Bastian believes the golf course is an asset for the City and it should be revitalized. He would like to consider renting the restaurant out.

Councilman Stiltner also supports the renovation of the course. He suggested a workshop relating to the clubhouse plans.

Mayor Green supports re-investing in the asset of the City.

Bob White, President of the Cypress Head Master Homeowner's Association, encouraged Council to approve the renovations to the golf course.

Mike Gardner, citizen, discussed the financing of the golf course.

Ted Noftall, citizen, also discussed his concerns with the finances of the golf course.

Councilman Burnette asked for a renovation calendar to ensure the process is on time.

Motion to approve as presented to include a renovation calendar was made by Councilman Ford, and Seconded by Vice Mayor Bastian.

Council would like a workshop to plan out the full renovations, including the clubhouse.

Councilman Ford wants to discuss the soft costs as presented previously by Kemper Sports. He would like to cap the soft costs at \$300,000. He agreed with a workshop as to the clubhouse plans. He wants a full plan before renovations are decided.

Council consensus was to cap the soft costs at \$300,000 with a specific accounting of the costs. They will entertain moving that cap with proper justification.

David Harden, Interim City Manager, advised that the research is being done for the accounting but the historical knowledge is gone.

Councilman Ford believes the Council has been too trusting and now needs to verify what's happening in the Finance Department.

Mr. Noftall believes the soft costs need to be determined prior to the cap being determined. He doesn't agree with soft costs being rolled into the loan for renovations. He suggested Council ask the City Attorney what the contract states regarding soft costs.

Motion carried unanimously by roll call vote.

CITIZEN PARTICIPATION (Non-Agenda – 15 minutes)

Mr. Noftall asked for an update on the berm item; Pegasus' review and the Police Chief investigation. Mr. Harden said Pegasus' review is partially complete, but he has had a hard time finding someone to perform an investigation. He has a few more meetings coming up. He believes the engineering report will be complete by the end of the week. Mr. Noftall asked that the forensic audit of the berm issue be done by an outside firm

rather than in-house. He asked for a press table in the back of Council Chambers. Mayor Green asked the City Manager to review and report on the needs of Finance.

COUNCIL COMMENTS

8. Comments/Concerns from Council Members

Councilman Stiltner discussed the accomplishments of Brittney Vasile, who was recently crowned as Miss UCF 2015. He has invited her to be recognized by Council on March 17, 2015. He asked for an update on the draining issues discussed at the January workshop. Mr. Harden said Staff has reviewed the option of moving Public Works mowing crews to drainage. It will require purchasing additional equipment, as well as additional training of the crews. Staff believes it can be maintained once it is caught up. Staff recommends contracting out the cleaning of the drainage ditches to get caught up. Mayor Green suggested outsourcing the Gradall operations.

Vice Mayor Bastian agreed with utilizing a private contractor to get caught up on cleaning ditches. He suggested using prisoners to mow the City areas so that City workers can do other tasks relating to drainage relief. Mayor Green suggested talking to Holly Hill as they have a good program. Vice Mayor Bastian believes Council sent the wrong message to the Police and Fire personnel by opposing the legislation. Mr. Harden advised that the legislation was not good for municipalities. It increases the contribution.

Councilman Burnette asked that ditch cleaning be expedited because the rainy season is coming. He advised that he is opposed to the legislation because he resents the State telling him how to take care of staff. He advised that Volusia Days is March 25, 2015. He asked for a performance review of the City Attorney in May.

Councilman Ford advised that he met with citizens in Sleepy Hollow. They are upset as they don't believe anything is being done to help with the flooding. He asked for neighborhood meetings. He asked what the progress of the lake is. Margaret Roberts, City Attorney, advised that the contract for the aerators is underway. She wasn't sure of the movement on the dirt. Councilman Ford asked for an update at the next meeting. Ms. Roberts said the first report is due on March 15, 2015. Councilman Ford asked when the Dusk to Dawn will be demolished. Mr. Harden said the Fire and Police Departments are doing training. He will provide an update. Councilman Ford asked what the status is on the soccer fields. Mr. Roberts said the Richel field contract documents should be finalized by Wednesday, February 18, 2015. Councilman Ford asked that Council establish priorities.

Mayor Green cautioned Council on approving non-budgeted programs and projects outside of the budget cycle.

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 Agreement Discussion
- 17. Deductive final change order to National Metering Services for Task Authorizations 1 and 2
- 18. Resolution No. 15-14 - Amendment 1 Funding Resolution

Motion to approve Consent Agenda item #9, 11-14, 16a-f, and 18 was made by Vice Mayor Bastian, and Seconded by Councilman Burnette. Motion carried unanimously by roll call vote.

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

Councilman Burnette confirmed his understanding of the grant request. He asked what is being done with the building. Vice Mayor Bastian is concerned with the costs of moving the building. Mayor Green advised that Brendan Galbreath is interested in the building but is concerned with moving it. He will need a variance. Councilman Burnette supports applying for the grant but wants to put more thought into the vision before they make a decision. Ms. Roberts advised that returning a grant can have a negative impact.

Councilman Ford believes the City hasn't been diligent in preserving the City's heritage. He would like to help Mr. Galbreath in preserving it rather than the City doing it. He does

not want to see the building destroyed. Mayor Green asked Mr. Galbreath to provide a plan to Council.

Vice Mayor Bastian also supports preserving it with Mr. Galbreath. He suggested moving forward with the grant application.

Shailesh Patel, DMC, advised Council that the building was originally planned to be used in phase 1 but the plan has changed and the idea is for it to go with phase 3 as an entry feature.

Councilman Stiltner would like to see Mr. Galbreath's plan.

Ms. Roberts suggested Council purchase the building and then sell it to the private sector with deed restrictions so that it is always preserved.

Mayor Green read Resolution No. 15-11.

Motion to approve Resolution No. 15-11
was made by Vice Mayor Bastian, and
Seconded by Councilman Burnette.
Motion carried 3-2 by roll call vote with
Councilman Burnette and Councilman
Stiltner voting no.

Atlantic High School Law Academy Students introduced themselves.

Item #15 - Financial Report

Tracey Riehm, Finance Director, discussed the monthly financial report. Mayor Green thanked Ms. Riehm for her efforts. He asked that she ensure that her reports are accurate.

Councilman Stiltner asked if the billing dates have been changed yet. Ms. Riehm advised that the change is challenging because of the different cycles but they are working on it. The water rate increase will hit first.

Vice Mayor Bastian asked if funds are still coming in for ad valorem. Ms. Riehm said yes, it trickles in until the final due date.

Councilman Burnette asked for fund balances. Ms. Riehm said the fund balances will be provided once the audit is complete. It is scheduled to begin in March.

Councilman Ford asked that she provide warnings if she finds any issues even if she can't provide all of the details of the issues. He asked her to ask for additional help if she needs it.

Mayor Green encouraged her to ask for additional staff if needed.

Mr. Noftall believes Ms. Riehm is a hard worker but he is concerned with the issues in the department. He wants Council to provide more resources to help get things done.

Motion to accept the report as presented
was made by Vice Mayor Bastian, and
Seconded by Councilman Burnette.
Motion carried unanimously by voice
vote.

Item #16g - Wrecker Service Agreement Discussion

Matt Jones, Assistant City Attorney, advised that Staff is recommending the City enter into an emergency agreement piggybacking from the County's contract with Universal Towing because of recent incidents with Fryer's Towing. Staff is not recommending Council extend the Fryer's Towing contract. The term is up at the end of February. The term with Universal Towing is through August, 2015.

Motion to approve an emergency
agreement piggybacking the County's
contract with Universal Towing was
made by Vice Mayor Bastian, and
Seconded by Councilman Burnette.

Councilman Burnette supports piggybacking the County contract.

Newton White, citizen, supports piggybacking the County contract with Universal Towing. He asked why the contract was going to be extended without going out to bid.

Jerry Monahan, Police Chief, advised that Fryer's Towing outbid all other bids and there were very few issues throughout the year. They made all payments.

Motion carried unanimously by roll call vote.

Item #17 - Deductive final change order to National Metering Services for Task Authorizations 1 and 2

Andrew Neff, Public Utilities Director, provided details of the deductive final change order with National Metering Services. He advised there were issues with the contractor installing the meters. City crews can perform the work more efficiently.

Councilman Ford asked if National Metering installed large meters. Mr. Neff said they installed 1 ½ inch – 2 inch meters. Councilman Ford asked if the meters have been inspected because he was told they were installed improperly. Rick Wilson, Assistant Public Utilities Director, advised that they have documented proof that the meters were

not installed incorrectly. Councilman Ford asked Mr. Neff to report to Council regularly regarding the replacement meter program. Mr. Neff advised that City crews have completed approximately 40% of the replacements. Crews are changing out 300-500 meters per month.

Councilman Burnette thought the contract with National Metering was to get caught up because City crews couldn't do it. He supports having City crews handle the installations.

Vice Mayor Bastian also supports the City crews handling the installations.

Councilman Stiltner asked if there is additional strain on the crews to get the change outs done. Mr. Neff said it is manageable at this time. Mr. Wilson advised Council that City crews installed 4,000 meters during the same time National Metering installed 4,500.

Mr. Gardner asked Council to provide information to the public relating to the agenda items. He would have liked to see the issues with National Metering included with the agenda materials. He asked to see the documentation regarding the installation of the meters.

Mr. Noftall asked who was tasked with monitoring the contract and was that person on top of the problems. Mayor Green asked Mr. Harden to provide an update.

Motion carried unanimously by roll call vote.

REGULAR AGENDA

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

Mayor Green read Ordinance No. 2015-1.

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.

Motion to adopt Ordinance No. 2015-1 on first reading was made by Vice Mayor Bastian, and Seconded by Councilman Burnette. Motion carried unanimously by roll call vote after no public comments.

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

Mayor Green read Ordinance No. 2015-3.

ORDINANCE NO. 2015-3

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, 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.

Motion to adopt Ordinance No. 2015-3 on first reading was made by Vice Mayor Bastian, and Seconded by Councilman Burnette.

Ms. Roberts provided details of changes to the attachments on the ordinance. Mark Watts is representing the property owner. He was unable to attend the meeting but agreed to the changes as provided. The CDD provides for certain maintenance, which will continue.

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

21. First Reading-Ordinance No. 2015-5 - Extending Utility Bill Due Dates and Regarding Credits for Extraordinary Consumption

Mayor Green read Ordinance No. 2015-5.

ORDINANCE NO. 2015-5

AN ORDINANCE OF THE CITY COUNCIL 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.

Motion to adopt Ordinance No. 2015-5 on first reading was made by Vice Mayor Bastian, and Seconded by Councilman Burnette. Motion carried unanimously by roll call vote after no public comments.

22. Golf Course Renovations

Discussed after item #7.

23. BB&T Bank's request to reduce the Code Enforcement fine for 5536 S. Ridgewood Avenue.

Mayor Green doesn't support a reduction of the fine. Council agreed.

Motion to deny the request was made by Vice Mayor Bastian, and Seconded by Councilman Burnette. Motion carried unanimously by roll call vote.

24. Budget Calendar

Councilman Burnette asked that the changes and additions be in red/bold so they stand out.

Mr. Harden asked Council to provide direction through strategic planning sessions. Council agreed to March 18, 2015 12-8 and March 20, 2015 from 5-9 p.m.

Mr. Nofall asked when the public gets to have input. He asked who the consultant will be for the strategic planning sessions. Mr. Harden said Marilyn Crotty is the consultant handling the strategic planning sessions. Public input will be received throughout the process but the strategic planning sessions are not for public input. They are for Council to give direction to Staff. The public is welcome to attend the meeting. There will be public input at the beginning of the meeting only. The budget calendar is the calendar for Staff to provide documents to Council and shows Staff meeting other legal deadlines. This calendar doesn't discuss public input.

Councilman Ford doesn't want to go into visioning again. It hasn't been working. He wants to get to the basics of what is going to be spent and on what.

Mr. Harden believes an outside facilitator is necessary and can be a great benefit to the Council.

Alan Rosen, Interim Assistant City Manager, advised that the Citizen Survey is available on the City's website for citizens to provide input and feedback on all of City Staff. The survey will close in mid-March. The survey will be used at the planning sessions.

COMMENTS

25. City Attorney request to authorize Special Legal Counsel

Ms. Roberts asked for additional legal counsel for special projects. She advised of a typo in the rate for Jennifer G. Gillikin. It should have been \$125 rather than \$100 per hour.

Mayor Green supports the additional help. He asked what the budget cap is. Ms. Roberts could not answer but she suggested a monthly report with the hours and money spent. She said the money is budgeted; she just needs authorization.

Councilman Ford isn't happy with the pace of the legal services. He believes we pay more than other comparable cities.

Councilman Burnette wanted to see measurable goals and work load. He declared a conflict as he has done business with one of the firms requested.

Vice Mayor Bastian supports the request because the money is budgeted.

Councilman Stiltner wants Staff to catch up and get moving in the right direction. He also supported it because it is in the budget already.

Mayor Green doesn't believe there has been this much turmoil and turnover in the past.

Motion to approve the additional resources as requested was made by vice Mayor Bastian, and Seconded by Councilman Stiltner. Motion carried 4-0 by roll call vote, with Councilman Burnette abstaining.

26. Interim City Manager Comments

Mr. Harden advised of the most recent negotiation with the IAFF. There was progress made last week and another meeting is set for Friday, February 27, 2015.

COUNCIL COMMITTEE REPORTS

27. City Council Committee Reports

- a. General Employee's Pension Board – Meeting is set for February 24, 2015.
- b. YMCA – Meeting is scheduled for February 18, 2015.
- c. Volusia League of Cities – Mayor Green reported
- d. ArtHaus – Councilman Burnette reported Thursday at 6:00 p.m. is the annual meeting at ArtHaus.
- e. Port Orange/South Daytona Chamber of Commerce – Councilman Burnette reported there is an Afterhours at Venetian Bay on Thursday.
- f. Elected Officials Roundtable – Mayor Green reported that transportation and water issues are going to be discussed.

ADJOURNMENT: 9:15 p.m.

Attest:

Mayor Allen Green

Robin Fenwick, CMC
City Clerk

CITY COUNCIL WORKSHOP MINUTES
LAKESIDE COMMUNITY CENTER
1999 CITY CENTER CIRCLE
FEBRUARY 24, 2015

THE CITY COUNCIL 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
	Also Present:	David Harden, Interim City Manager Margaret T. Roberts, City Attorney Robin Fenwick, City Clerk

DISCUSSION ITEMS

4. Port Orange Historical Trust Building

Kent Donahue, Grants Coordinator/PIO, provided some history of the Port Orange Historical Trust, as well as their events and ceremonies. He asked Council for direction on moving the building/organization to another site. The building on Commonwealth Blvd. at Buschman Park is available as an option. The Adult Center Annex on Halifax Drive is also available. Another option for consideration is the Reed House on Halifax Drive. Mr. Donahue suggested a site in Riverwalk Park. Discussions have been held with the South Daytona Historical Society to join the two.

Vice Mayor Bastian asked how much space is needed for the artifacts. Phil Klema, Port Orange Historical Trust Treasurer, believes a joint place with South Daytona would be the best option. The items need to be secured and they need a meeting facility. He estimated a need of 2500 square feet. Vice Mayor Bastian would like to keep it at Riverwalk. Mr. Donahue said there are options for grants. He suggested the old wine warehouse building. Mayor Green suggested some property that is owned by the Daughterly's. Vice Mayor Bastian supports keeping it in the Riverwalk area.

Councilman Burnette asked if there is an agreement with the Historical Trust. He believes the Trust members need to determine where is best for them to meet.

Councilman Ford supports the Trust. He suggested moving the materials to the Buschman Park building and utilizing the Adult Center Annex for their meetings. He wants to plan something in the future. There isn't enough money to do anything big.

Councilman Stiltner wants the materials in a place that is utilized by the citizens. He supports a facility at Riverwalk Park in the future.

Mayor Green suggested getting sponsors.

Direction from Council was for the Trust and Staff to work on a plan as well as using the Adult Center Annex for their meetings and the Buschman Park building for the artifacts.

Newton White, citizen, supports the train depot as a site for the historical materials. He suggested display cases in City Hall and the old police building to put the items out for viewing. He believes it's worth spending taxpayer money on.

Ted Nofall, citizen, asked if there is any history other than the river area. He asked what the costs are for moving these items. Mayor Green's plan was to include the train depot.

5. Stormwater update

Mike Silvey, Interim Public Works Director, discussed the current maintenance program, current capital projects, future capital project needs, and reviewed the drainage funds. The City owns 74,100 linear feet of ditches. There is a backlog of 62,100 linear feet that needs significant attention. Crews are currently only able to clear 30 linear feet per hour due to lack of maintenance and vegetative overgrowth. Crews are currently averaging a 6-year cycle (12,000 linear feet per year) due to the overgrowth. The standard for dredging is a 3-4 year cycle (24,700 linear feet per year). Once current backlog is cleared, crews can maintain a 3-year cycle with one crew.

Options were presented to hire a contractor, bid out for 16,600 linear feet of clearing; or hire five additional staff members to begin clearing ditches. There are currently \$83,122 in funds that can be reallocated for ditch clearing.

Future capital needs were presented and discussed. The five year plan totals \$5,130,000.

Councilman Ford asked for the status of the Sleepy Hollow neighborhood flooding. Mr. Silvey said there was so much concrete dumped in the drains that it took three dump trucks to remove.

Tracey Riehm, Finance Director, discussed the drainage funds (412-drainage operating and 414-bond sinking funds).

Options were discussed for additional funding, including grants, bonds, increasing the stormwater fee, implement community improvement districts, or re-prioritizing the entire capital plan now and moving unrestricted money.

Mayor Green asked to include funding for acquisition of property.

Discussion was held regarding staffing levels and duties from 2008 until now.

Councilman Stiltner supports hiring a contractor to handle the 5,000 linear feet initially. Mr. Silvey will bring a plan to handle the remaining ditch clearing.

Councilman Ford would not support rushing this through. He would rather fast track it and follow the purchasing policies currently in place. He asked the City Attorney how fast a contract can be prepared. Ms. Roberts advised that she needs three days from the date she receives all documents.

Councilman Burnette doesn't support a "band aid" approach. He would like to put the project out to bid. Mr. Harden said the bid will go out for the full catch-up project. He supports contracting it out.

Alan Rosen, Interim Assistant City Manager, advised that Staff can bring an item to approve the closing of the capital project on the March 3, 2015 agenda and ask for approval to use the excess funds for drainage ditch clearing. Staff will be able to keep up with the clearing once the backlog is caught up.

Vice Mayor Bastian supports a 3-year cycle and wants Council to provide the resources to get caught up and then maintain.

Mayor Green reminded citizens to stop throwing trash out and stop throwing their yard waste into the drainage ditches.

Jim Cameron, Senior Vice President Daytona Beach Chamber of Commerce, advised that this topic will be discussed during the upcoming legislative session. Volusia Days is scheduled for March 25, 2015.

Derek George, citizen, asked how much additional water would be held with the clearing. (No one had an answer.) He suggested purchasing property for retention ponds as they will hold more water than clearing the ditches. Mr. Harden advised that the ditches are for moving water not retaining water.

Greg Pentz, citizen, believes the dam at the Dunlawton pond is on the wrong side of the hole, which is backing up the canals.

Mark Schaefer, citizen, asked how much of the 74,100 linear feet needs to be cleaned and suggested prioritizing them based on what needs to be cleaned. Mr. Silvey said the ditches have already been prioritized. Mr. Schaefer asked if the pond at Memorial Park on Jackson Street is pumped down. Mayor Green said he doesn't believe so.

Mike Gardner, citizen, said he was told there was a pump for that pond. He asked Council to find out. Mayor Green asked Mr. Harden to check into it.

Ted Nofall, citizen, expressed concern with the reduction in drainage maintenance while still collecting the drainage fee from citizens and businesses. Mr. Harden stated all residents and business owners use streets throughout the City, whether or not their particular street floods. Mr. Nofall asked if the Cambridge project is complete. Mr. Silvey advised that phase II bid opening will be on February 26, 2015. The excess money is available because the State covered both halves of the costs (there was no requirement for a match.)

Audrey Pentz, citizen, asked what the point is of the workshop and how a solution can be determined. Councilman Ford said Council will be touring the areas that are flooding. Staff and engineers will attend as well. Mayor Green suggested inviting the County Staff and others involved in the maintenance.

Tim Dyson, citizen, asked if the lining changes the flow of the pipes. Mr. Silvey said no, it will increase the flow.

Mr. Schaefer doesn't believe based on the numbers that there is a crisis. Mr. Harden advised him that it is just to get caught up then Staff can maintain.

Mayor Green wants a doable plan and wants to see the results. Councilman Ford wants some projects to be shovel-ready so that state funding options are available.

6. Reuse of the Former Police Department Building

Wayne Clark, Community Development Director, discussed the size of the building, operating costs per year to maintain the empty building, and options for reuse. Secondary options for the building include records storage and a YMCA Day Care moving into the space. It will cost an estimated \$150,000-200,000 to repair the building and make it useable for office spaces.

Mayor Green met with a guy from a radio station who wants to move to Port Orange. Ms. Roberts advised that the Sheriff uses the tower and it must remain clear for that use.

Councilman Burnette sees the building being used by multiple departments. He doesn't want to see duplication of jobs and staff. He wants to ensure the span of

control is still in place. He asked if the EOC should be moved to the new Police Department Building.

Council supports moving Customer Service (building permits and Finance Customer Service Division) and City Clerk records to the building. They also support moving the EOC to the new Police Station.

Mr. White supported moving the records storage and EOC. He believes doing nothing with the building for the past five years was a waste of money. He urged Council to move forward with the plans discussed.

7. Dunlawton Walk lights Update

Mr. Clark provided an update as to the database/inventory of all of the walklights. Funding of the initial phase (Clyde Morris to Nova Road) can be transferred from current TPO project.

Council supports pacing the project (funding-wise) but wants the lights to be in working condition. They like the Gardco lights.

Mr. Klema asked how soon this will be implemented into the private sector. Mr. Clark said the construction standard needs to be changed. He is planning to bring an agenda item on April 7, 2015.

Mayor Green asked Mr. Harden to look into the pump at Memorial Park. He suggested contacting Steve Beeman regarding the clearing of the ditches.

ADJOURNMENT: 9:28 p.m.

Mayor Allen Green

Attest:

Robin Fenwick, City Clerk



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 03/03/2015

Consent item: Yes

SUBJECT:

Remarkable River Racing Series - 5k, 10k, and 15k Races

DEPARTMENT: Community Development

RECOMMENDED MOTION: To approve the Special Event requests from Building Remarkable Communities, Inc. to begin at 4009 Halifax Drive and end at 4085 Ridgewood Avenue, subject to nine (9) conditions outlined in the attached report.

SUMMARY:

Staff has received a Major Special Event request from Angie Flynn, special event organizer for Building Remarkable Communities, Inc. to hold three foot races, a 5k, 10k, and 15k. The purpose of these events is to raise money for domestic violence awareness. The proposed hours of the 5k event are from 7:00 a.m. until 10:00 a.m. on March 14, 2015. The 10k event will be held June 14, 2015 from 7:00 a.m. until 10:30 a.m., and the 15k will be held September 13, 2015 from 7:00 a.m. until 11:30 a.m.

Each event will start in front of Aunt Catfish Restaurant located at 4009 Halifax Drive. The 5k will proceed south on Halifax/Riverside Drive to the intersection of Riverside Dr. and Harbor Point Dr., turn around and finish at the "barn" by Aunt Catfish's administrative offices. The 10k will proceed south as well, then take a left on Club Blvd., a right on Cedar St., a left on Oak St., left on Main St., a right on Riverside Dr., turn around and head back north, turning right on Harbor Point Dr., left on Club Blvd., right on Riverside Dr., and finish at the "barn" by Aunt Catfish's administrative offices. The 15k will proceed along the 5k course, turning around at Harbor Point Dr. and proceeding north to Dunlawton, turn right and proceed over the bridge, turn right on Peninsula, and continue northward, turn around at or about Gay Gayle Terrace, then south on Peninsula, right on Dunlawton and west back over the bridge, left on Halifax to the finish at the "barn" by Aunt Catfish's administrative offices (see attached route maps).

There will be an awards ceremony after completion of each race to be held at the Panhead's Pizzeria parking lot located at 4085 Ridgewood Avenue, with port-o-lets and trash receptacles on site for the ceremony events.

Ms. Flynn has requested waiver of the surety bond due to past good performance in clean-up after previous events. The cost of the surety bond is determined by City Council as outlined in Chapter 58, Article III of the City of Port Orange Code of

Ordinances, and has generally been set at \$250 when required for past events. City Council has required staff to secure payment of the surety bond in recent years. If City Council would agree to waive the surety bond, the Council will need to modify the condition.

The proposed 5k event is structured in the same way as the previous 5k held by Building Remarkable Communities, Inc. last year and may qualify for the repeat event application fee of \$150.00. The 10k and 15k race events planned for the coming months may also qualify for the repeat event application fee of \$150.00 in future years.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Application	Application - Building Remarkable Communities 5k-10k-15k.pdf
2.	Staff Report	Staff Report - Building Remarkable Communities 5k-10k-15k.docm

Rivera, Jeff	Created/Initiated - 01/29/2015
Clark, Wayne	Approved - 02/02/2015
Harden, David	Final Approval - 02/04/2015

Jeff Rivera
jrivera@port-orange.org



CITY OF PORT ORANGE

Department of Community Development

1000 City Center Cir.

Port Orange, FL 32129

Phone: (386) 506-5600 Fax: (386) 506-5699

DATE RECEIVED:

RECEIVED BY:

PERMIT NO.:

SPECIAL EVENT PERMIT APPLICATION

City Ordinance No. 2013-16 & Fee Resolution No. 13-58 – Chapter 58 Article III, Code of Ordinances

Name of Business/Organization Hosting Event: Building Remarkable Communities, Inc.
Event Site Address: Aunt Catfish's, 4009 Halifax Dr. Port Orange FL 32127
Event Contact Person: Angie Flynn
Email Address: angie@dehcheslow.com Phone: (407) 386-308-2155 / (407) 540-577-2362
Description of Event: The Remarkable River Racing Series consists of 3 running races - a 5K, a 10K, and a 15K - on 3 separate dates. Proceeds benefit Building Remarkable Communities, Inc. to fight domestic/family abuse.
Dates of Event: 5K: 3/14/15; 10K: 6/14/15; 15K: 9/13/15 Repeat Event: YES ☒ NO ☐
Number of Temporary Merchants: 15-25 (for 2-4 hours) Signs: YES ☐ NO ☒ *nothing large*
Temporary Power: YES ☐ NO ☒ Tents: YES ☒ NO ☐
pop-up tents for vendors.

SPECIAL EVENT APPLICATION REQUIREMENTS

Application for **Major Special Events** must be submitted at least **forty-five (45)** days in advance of the requested event. **Minor Special Events** must be submitted at least **seven (7)** days in advance.

Required Documents:

1. Letter of request
2. Proof of ownership, written lease, or notarized authorization form
3. Sketch of the event layout on the property
4. Completed application checklist (attached)

PERMIT APPLICATION FEES**

- ☐ **MINOR SPECIAL EVENTS** (Seven days or less)
\$100.00
- ☐ **MAJOR SPECIAL EVENTS** (Seven days or less)
\$300.00*
- ☐ **MAJOR SPECIAL EVENTS** (More than seven days)
\$500.00*

* Repeat events on properties in good standing with City departments may be eligible for a reduced application fee.

** Additional fees may apply if City resources such as Public Works or Police Department are requested or required.

Revised 9/23/13

Application Checklist

The following is a list of information required to be submitted and/or addressed in order to process a special event application. Items listed below may or may not apply to your event. Please review this checklist before submitting the special event application to ensure the completeness of your application. The City reserves the right to request additional information, attachments, or permits as per the Code of Ordinances and Land Development Code.

- ☒ **COMPLETED APPLICATION FORM**
- ☐ **APPLICATION FEE** *(please advise fee after considering recurring events / multiple event discount possibilities)*
- ☐ **PROOF OF OWNERSHIP, WRITTEN LEASE, OR NOTARIZED AUTHORIZATION FORM** *requested from Brendan Galbreath*

- ☒ **LETTER OF REQUEST:**
Include a letter outlining the details of the event including:
 - Name of event
 - Location
 - Dates and Hours
 - General description of proposed activities such as: food distribution, music, entertainment, product display, give-aways, etc.
 - List of temporary structures such as: tents, canopies, performance stages, concession stands, trailers, etc.
 - Temporary signage
 - Number of temporary vendors
 - Number of Port-o-lets
 - Security (if needed) and any other devices necessary for public safety

- ☒ **EVENT LOCATION SKETCH:**
Include a sketch on a separate page which shows the location of the event and indicates the following:
 - Pedestrian access
 - Parking and vehicular access
 - Vendor display areas
 - Tents
 - Signage
 - Barricades
 - Outdoor music venue
 - Port-o-lets
 - Additional dumpsters or trash cans

- ☒ **TENTS:**
 - A building permit is **not required** for small pop-up tents or canopies 10' X 10' or smaller.
 - A building permit is **required** for any large tents or canopies (over 10' X 10').



SIGNS:

- A building permit for any temporary signage is **not required** for **Minor Special Events**.
- Separate sign permits **are required** for **Major Special Event** temporary signage.
 - Major Special Event signs may be installed 30 days prior to the event and must be removed within 5 days after the event.
 - Major Special Event signs may carry business or product logos, and generic messages commemorating the event and/or welcoming visitors. The sign shall not convey specific sales information, such as prices or specials.

IMPORTANT SIGN INFORMATION:

- All signage must be located on the property the event is to be held.
- One sign or banner is allowed per street frontage
- Maximum sign size is 32 square feet
- Maximum sign height is 8 feet
- Inflatables may only be 8 feet in height
- Inflatables must be tethered to the ground (may not move under pressure of wind)
- Other wind signs such as flags, pennants, ribbons, streamers, feather flags, and balloons are **prohibited**
- Employees, volunteers, or corporate mascots may hold additional signage that directs traffic to the event. However, the person holding the sign may not impede the flow of pedestrian travel on the sidewalk and may not distract or otherwise get in the pathway of any vehicular traffic.



Miscellaneous

Please attach any other information you feel may aid Staff and/or the City Council in the review of your special event permit application.

Building Remarkable Communities, Inc.
Remarkable River Racing Series
Proposed Start/Finish Area for all 3 Races



Building Remarkable Communities, Inc.

Remarkable River Run 15K – September 13, 2015

Proposed Course

Date: Sunday, September 13, 2015

Race time: 7:00 a.m.

9.3 mile 15K course starts in front of Shannon-Maloney Funeral Home and proceeds south Halifax/Riverside Drive along 5K course, turning around at Harbor Point Drive, and running north to Dunlawton, turning right and proceeding over bridge, turn right on Peninsula, immediately turn right and proceed under bridge and back to Peninsula, turning left on Peninsula and proceeding north. Turn around at or about Gay Gayle Terrace, south on Peninsula, turn right on Dunlawton west over bridge, left on Halifax and finishing at Aunt Catfish's admin offices.

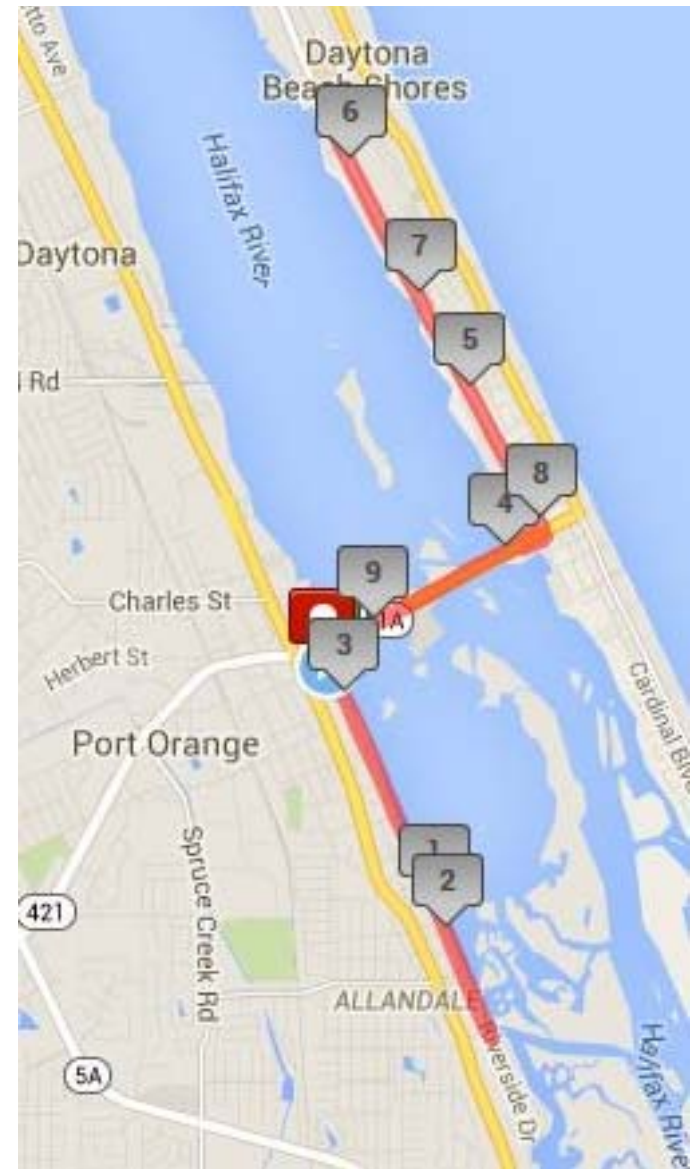
A post race celebration will be held in the Panheads Pizza Parking lot for award presentation.

All race related events (with the exception of volunteer clean-up of the race route, parking areas, and after party location) should be finished by 11:30 a.m.

Services Required:

- Police support, especially at bridge crossings
- Barricades at streets entering onto Halifax/Riverside and Peninsula and one lane closure on Dunlawton bridge in East and West directions
- Permission to use City Parking Lot across from Aunt Catfish's

Request City Council waive \$250 Surety Bond requirement as has been customary for similar events in the past, due to the fundraising nature of this event for Domestic Violence Awareness.



Building Remarkable Communities, Inc.

Remarkable River Run 10K – June 14, 2015

Proposed Course

Date: Sunday, June 14, 2015

Race time: 7:00 a.m.

6.2 mile 10K course starts in front of Shannon-Maloney Funeral Home and proceeds south Halifax/Riverside Drive, take a left on Club Blvd, Right on Harbour Point Dr., Left back on to Riverside Dr, Right on Main St, Right on Cedar St, Left on Oak St, Left on Main St, Right on Cedar St, Right on Riverside Dr, Turn around and head back north, Turn right on Harbour Point Dr, Left on Club, Right on Riverside Dr, finishing at Aunt Catfish's admin offices.

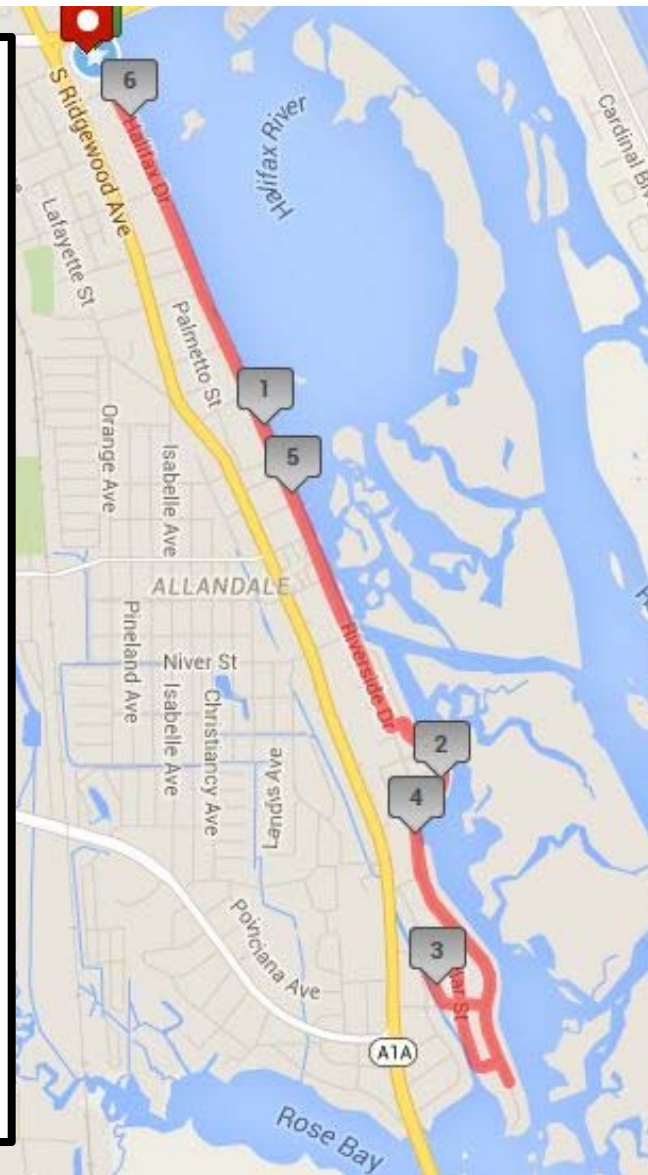
A post race celebration will be held in the Panheads Pizza Parking lot for award presentation.

All race related events (with the exception of volunteer clean-up of the race route, parking areas, and after party location) should be finished by 10:30 a.m.

Services Required:

- Minimal police support
- Barricades at streets entering onto Halifax/Riverside
- Permission to use City Parking Lot across from Aunt Catfish's

Request City Council waive \$250 Surety Bond requirement as has been customary for similar events in the past, due to the fundraising nature of this event for Domestic Violence Awareness.



Building Remarkable Communities, Inc.

Remarkable River Run 5K – March 14, 2015

Proposed Course

Remarkable River Run 5K Course

SaveCancel

Date: Saturday, March 14, 2015
Race time: 7:00 a.m.

3.1 mile 5K course starts in front of Shannon-Maloney Funeral Home and proceeds straight down Halifax/Riverside Drive to the intersection of Riverside and Harbor Point Drive where runners turn around and finish at the “barn” by Aunt Catfish’s administrative offices.

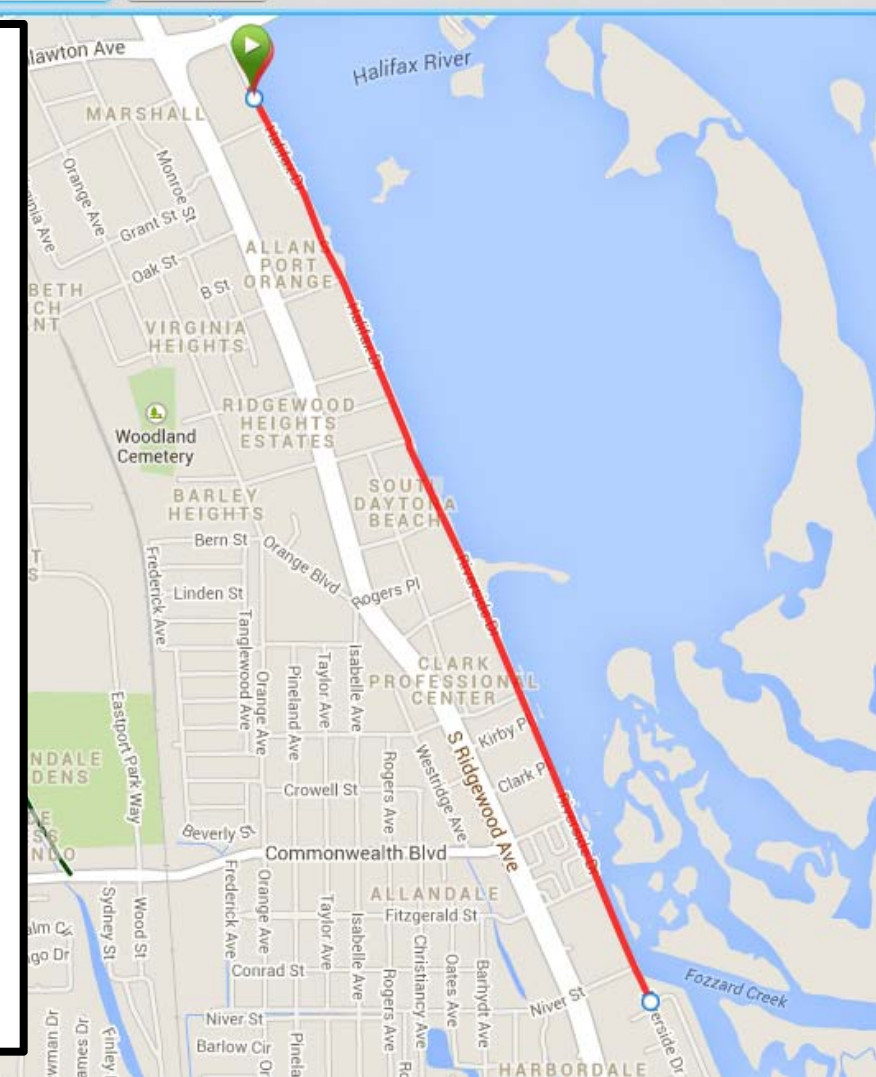
A post race celebration will be held in the Panheads Pizza Parking lot for award presentation.

All race related events (with the exception of volunteer clean-up of the race route, parking areas, and after party location) should be finished by 10:00 a.m.

Services Required:

- Minimal police support
- Barricades at streets entering onto Halifax/Riverside
- Permission to use City Parking Lot across from Aunt Catfish’s

Request City Council waive \$250 Surety Bond requirement as has been customary for similar events in the past, due to the fundraising nature of this event for Domestic Violence Awareness.





CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 03/03/2015

Consent item: Yes

SUBJECT: Bike Week – First Turn Steakhouse & Lounge, 5204 and 5236 South Ridgewood Ave

DEPARTMENT: Community Development

RECOMMENDED MOTION: To approve the Special Event request for the First Turn Steakhouse & Lounge located at 5236 & 5204 South Ridgewood Ave. subject to twenty-seven (27) conditions outlined in the attached staff report.

SUMMARY: Mr. Rick Hilliard, owner of the First Turn Steakhouse & Lounge, requests approval of a Special Event to be held during Bike Week 2015. The proposed event is planned for a ten (10) day period from Friday, March 6, through Sunday, March 15, 2015. The proposed hours for the event are from 11:00 a.m. until 2:00 a.m. daily. This will be the first Special Event for the First Turn Steakhouse & Lounge in 2015.

Mr. Hilliard has requested the waiver of the surety bond due to past good performance in clean-up after previous events. The cost of the surety bond is determined by City Council as outlined in Chapter 58, Article III of the City of Port Orange Code of Ordinances, and has generally been set at \$250 when required for past events. City Council has required staff to secure payment of the surety bond in recent years and the staff conditions require it. If City Council prefers to waive the surety bond, the conditions would need to be modified.

Project Funding Account
No.: No.:

ATTACHMENTS:

1.	Staff Report	Staff Report - First Turn - Bike Week 2015.docx
2.	Application	Application - First Turn - Bike Week 15.pdf

Rivera, Jeff	Created/Initiated - 01/29/2015
Clark, Wayne	Approved - 02/02/2015
Harden, David	Final Approval - 02/04/2015



STAFF REPORT

Major Special Event Request

REQUEST:	Major Special Event – Bike Week
OWNER:	Rick Hilliard
APPLICANT:	Rick Hilliard
PROJECT LOCATION:	The First Turn Steakhouse & Lounge 5236 & 5204 S. Ridgewood Avenue
STAFF CONTACT:	Jeffrey Rivera, Business Tax Representative
CITY COUNCIL DATE:	February 17, 2015

INTRODUCTION:

Rick Hilliard, owner of The First Turn Steakhouse & Lounge, 5236 & 5204 S. Ridgewood Avenue, requests approval for a Special Event to be held during Bike Week 2015. The proposed event is planned for a ten (10) day period from Friday, March 5, through Sunday, March 15, 2015. The requested hours for the event are from 11:00 a.m. to 2:00 a.m., daily.

CASE BACKGROUND:

The event is proposed for the entire site of the First Turn Lounge and the parking lot of 5204 Ridgewood Avenue, Mr. Hilliard's adjacent business property. Ten (10) vendors have been requested and may be in place throughout the site. Vendors are required to obtain a Temporary Merchant License from the City for \$250 to participate in this event. Normal operations of the restaurant will continue. The outdoor activities for this event are intended to target the crowd attending Bike Week 2015, and will include the sale of such items as T-shirts, leather, bike accessories, food, and alcohol. Live outdoor music is proposed at the permanently licensed Tiki Bar. Port-o-let facilities are proposed for the event, along with private security provided by the Bar. Additional parking is available at 5204 Ridgewood Avenue.

Chapter 42, Article IV. Noise Regulations, Section 42-80. General Restrictions of the City of Port Orange Code of Ordinances describe the acceptable sound level limit dBA. It shall be the responsibility of the permit holder to monitor for noise violations. Any noise complaints shall be verified by a Police Officer or Code Compliance Inspector and dealt with accordingly.

A warning may be issued and if not corrected or the violation recurs, the Special Event may be terminated. All previous noise violations will be taken into account before permitting future events. Based on the City Council's previous approvals for Bike Week, it is staffs' understanding that all outdoor music shall cease by 10:00 p.m.

DISCUSSION/ANALYSIS:

The subject proposal has been reviewed by the Police, Fire, Public Works and Community Development Departments.

This event is being held in conjunction with the community-wide special event, Bike Week 2015, with recognized dates of March 6 through March 15, 2015. This is the first Special Event for The First Turn Steakhouse in 2015.

Port Orange Code of Ordinances prohibits the serving of alcohol outdoors and indoors past 2:00 a.m.

The First Turn Steakhouse & Lounge submitted a plan showing the locations of vendors, restroom facilities, and parking for automobiles and motorcycles. Any areas not clearly marked must be delineated with a four (4)-foot high orange construction fence or other type of barrier.

CODE VIOLATIONS:

There were no apparent code violations at the time of pre-inspection.

SPECIAL NOTES:

The First Turn Steakhouse & Lounge has requested that the surety bond be waived due to the past good performance in clean-up after previous events.

Staff recommends approval of the First Turn Special Event request, subject to the following twenty-seven (27) conditions:

1. Hours for the event shall be from 11:00 a.m. to 2:00 a.m. The applicant also shall not serve alcohol indoors or outdoors past 2:00 a.m., as required by the *Code of Ordinances*.
2. Where fences are required to delineate outdoor alcohol serving areas, as well as parking areas for automobiles, motorcycles and the handicapped, a four (4)-foot high orange construction fence shall be erected to enclose the event area. All fencing must be in place prior to the site inspection for the event.
3. All outdoor cooking equipment involving liquefied petroleum gas and/or storage cylinders shall comply with *NFPA #58 Liquefied Petroleum Gas Code* and be approved by the Fire Marshal.
4. A copy of the applicant's liquor license for outdoor sales of alcohol during this event shall be obtained from the Department of Business and Professional Regulation, Division of Alcoholic Beverages and Tobacco, prior to the event.

5. The applicant shall be responsible for all participating vendors with respect to any permit conditions or compliance with applicable state, county and city laws, rules, regulations, codes and ordinances. Therefore, the applicant must screen all participating vendors to ensure compliance with but not limited to the following:
 - a. *Article VI, Chapter 18, City Code of Ordinances*, relating to peddlers and transient merchants.
 - b. Temporary event permits issued by the Department of Business and Professional Regulation, Division of Hotels and Restaurants for all food vendors.
 - c. Required liquor license for a temporary event shall be obtained from the Department of Business and Professional Regulation, Division of Alcoholic Beverages and Tobacco.
 - d. Coordination with the Port Orange Police Department, Volusia County and/or the Florida Department of Transportation with respect to traffic control devices or plans.
 - e. Provisions and Standards of the City's *Body Art Ordinance*, as adopted May 18, 1999.
 - f. Provisions and Standards of the City's *Sexually Oriented Businesses Code* as adopted June 3, 1997.
 - g. *Special Event Fee Resolution 13-58*, establishing \$250.00 Temporary Merchant Fee, as adopted September 17, 2013.
6. Tents or canopies being used in association with this event shall comply with the requirements set forth in *NFPA #102 Standards for Tents and Membrane Structures*. Tents or canopies cannot be erected more than forty-eight (48) hours prior to the event, and must be removed within twenty-four (24) hours after the duration of the event. All tents/canopies must maintain at least two (2) exit ways in an unobstructed fashion to allow for a continuous path of travel.
7. If any outdoor lighting or other structural features are to be installed in association with this event, First Turn Steakhouse & Lounge shall obtain the proper Building Permits from the Community Development Department. Such lighting must be a minimum of twenty (20) foot candles to provide a safe environment at night.
8. Temporary electrical wiring shall be installed by a certified electrician and shall comply with *Article 590* of the current adopted *NFPA #70 National Electrical Code*. This includes (F) Lamp protection. Any temporary lamps shall be protected from accidental contact or breakage by a suitable fixture or lamp holder with a guard.
9. Fire extinguishers shall be provided as outlined in accordance with the *NFPA #10, Standard for Portable Fire Extinguishers*.

10. All exits and means of egress shall remain accessible and unobstructed and it shall be the responsibility of the applicant to maintain access for emergency vehicles.
11. First Turn Steakhouse & Lounge shall provide two (2) port-o-let facilities, with one (1) for females and one (1) for males during the event. A minimum of five percent (5%) of the portable toilets, but no less than one (1) for each sex, shall comply with *Section 4.22 and/or 4.23, Florida Accessibility Code*, i.e. must be handicapped-accessible.
12. All areas being used for this special event shall be handicapped-accessible. Handicapped parking is to remain open and accessible for this event.
13. Tripping hazards shall be removed or isolated from pedestrian traffic. Vehicle areas, including parking, shall be physically separated from pedestrian areas.
14. Based on the City Council's previous approvals for Bike Week, it is staff's understanding that all outdoor music shall cease by 10:00 p.m. First Turn Steakhouse & Lounge shall take care in the placement of speakers for amplified music by adjusting them away from residential areas.
15. If there are calls for police service, or if security threats develop, the Police Department shall require additional officers to provide security for this event. The additional officers will be hired at First Turn Steakhouse & Lounge's expense at the cost of \$40.00 per hour with a minimum of three hours.
16. First Turn Steakhouse & Lounge shall hire a police officer to cross pedestrians and monitor congestion during periods of heavy traffic flow, if an event traffic plan is in operation. The anticipated dates, times, and charges for such detail and traffic control devices will be agreed upon by the applicant and the Police Department and paid to the City prior to issuance of the permit.
17. The City's *Code of Ordinances* prohibits the exposure of any sexual organs at commercial establishments that serve alcoholic beverages. Furthermore, *Florida Statutes* prohibit any type of public nudity at such an event.
18. A temporary sign permit shall be required for the one (1) banner permitted for this event. Application shall be applied for by February 28, 2015.
19. No trees shall be removed and care shall be taken to protect landscaped areas.
20. First Turn Steakhouse & Lounge shall contact the Community Development Department to schedule an inspection of the property prior to the start of the event to ensure that the construction fence and any canopies or tents are well secured, and that all other safety measures are in place.
21. Any disturbance of public right-of-way shall be the sole responsibility of the First Turn Steakhouse & Lounge.

22. It is First Turn Steakhouse & Lounge's responsibility to contact the Community Development Department for an inspection of debris removal within 48 hours after the event. Pending the Council's waiver of the surety bond fee, failure to properly remove debris and restore site to its original condition could require the deposit of a surety bond on any future permits.
23. No more than ten (10) vendors shall be on this site.
24. First Turn Steakhouse & Lounge shall comply with the approved maximum capacity occupancy requirements within the confines of the facility.
25. Camping on premises prohibited by code; includes, but not limited to, tents, motor homes, travel trailers, or other vehicles.
26. 5204 Ridgewood Avenue is not incorporated in the alcoholic beverages license for The First Turn Steakhouse. This property is only used for additional parking. Signs stating "No Alcoholic Beverages Beyond This Point" shall be placed between 5204 and 5236 Ridgewood Avenue.
27. The \$250.00 surety bond must be paid in full.

DISTRIBUTION LIST

Chris Weir, Fire Marshal
Sgt. Thomas Aiken, Police Dept.
Kerry Leuzinger, Building
Gwen Perney, Planner
Chris Barnes, Public Works
File



CITY OF PORT ORANGE

Department of Community Development
1000 City Center Cir.
Port Orange, FL 32129
Phone: (386) 506-5600 Fax: (386) 506-5699

DATE RECEIVED:

RECEIVED BY:

PERMIT NO.:

15-242

SPECIAL EVENT PERMIT APPLICATION

City Ordinance No. 2013-16 & Fee Resolution No. 13-58 – Chapter 58 Article III, Code of Ordinances

Name of Business/Organization Hosting Event: Original First Turn
Event Site Address: 5236 S. Ridgewood Ave
Event Contact Person: Rick Hilliard
Email Address: info@FirstTurnSteakhouse.com Phone: 386-788-5434
Description of Event: BIKE Week

Dates of Event: 3-6-15/3-15-15

Number of Temporary Merchants: 10

Temporary Power: YES ☐ NO ☒

Repeat Event: YES ☒ NO ☐

Signs: YES ☒ NO ☐

Tents: YES ☒ NO ☐

SPECIAL EVENT APPLICATION REQUIREMENTS

Application for **Major Special Events** must be submitted at least **forty-five (45)** days in advance of the requested event. **Minor Special Events** must be submitted at least **seven (7)** days in advance.

Required Documents:

1. Letter of request
2. Proof of ownership, written lease, or notarized authorization form
3. Sketch of the event layout on the property
4. Completed application checklist (attached)

PERMIT APPLICATION FEES**

☐ **MINOR SPECIAL EVENTS** (Seven days or less)
\$100.00

☐ **MAJOR SPECIAL EVENTS** (Seven days or less)
\$300.00*

☒ **MAJOR SPECIAL EVENTS** (More than seven days)
\$500.00*

* Repeat events on properties in good standing with City departments may be eligible for a reduced application fee.

** Additional fees may apply if City resources such as Public Works or Police Department are requested or required.

Revised 9/23/13

March 6th March 15

CHANGES TO SPECIAL EVENTS effective 9/17/13

City Ordinance No. 2013-16 & Fee Resolution No. 13-58

Amendments to the Special Events ordinance were adopted by the City Council on September 17, 2013. These revisions included the re-classification of regional major events, local major events, and minor events. A fee resolution was also adopted to align with the event classifications, to eliminate vendor fees for minor and non-regional major special events, and to provide a reduced fee for repeat events on properties that are in good standing with the department

CITY OF PORT ORANGE SPECIAL EVENTS MATRIX

Category	General Definition	Permit process		Fees*		Duration	# of Days Limit
		Staff Review	City Council	Permit Fee	Vendor Fee		
Major in conjunction with a Regional Event	Large-scale events held in conjunction with events on the 5-year Daytona Regional Chamber calendar of events (bike weeks, race weeks, etc.)	45 calendar days	yes	<7 days \$300 >7days \$500	\$250 per vendor	Same as Regional event	40 calendar days
Major	Events that affect jurisdictions other than the City of Port Orange, require roadway closures, request hours of operation beyond 11:00 p.m., include outdoor amplified music beyond 7 p.m., etc.	45 calendar days	yes	<7 days \$300 >7days \$500 Repeat event in good standing <7 days \$150 >7days \$250	n/a	7 consecutive days**	40 calendar days
Minor	Events that may require city resources/personnel, but only affect the City of Port Orange, do not require roadway closures, and are contained on the sponsoring property (e.g. holiday events, art shows, outdoor amplified music ending before 7 p.m., grand openings, business promotions, etc.)	7 business days	no	\$100 Repeat event in good standing \$50	n/a	7 consecutive days	40 calendar days

* The permittee must also pay a charge for the use of city personnel, including but not limited to, police officers needed at the site of the special event to help ensure public safety

** Longer duration can be granted by City Council

If you have any questions regarding the changes to the Special Events ordinance or fee resolution, please contact Community Development at (386) 506-5600.

Application Checklist

The following is a list of information required to be submitted and/or addressed in order to process a special event application. Items listed below may or may not apply to your event. Please review this checklist before submitting the special event application to ensure the completeness of your application. The City reserves the right to request additional information, attachments, or permits as per the Code of Ordinances and Land Development Code.

☐

COMPLETED APPLICATION FORM

☐

APPLICATION FEE

☐

PROOF OF OWNERSHIP, WRITTEN LEASE, OR NOTARIZED AUTHORIZATION FORM

☐

LETTER OF REQUEST:

Include a letter outlining the details of the event including:

- Name of event
- Location
- Dates and Hours
- General description of proposed activities such as: food distribution, music, entertainment, product display, give-aways, etc.
- List of temporary structures such as: tents, canopies, performance stages, concession stands, trailers, etc.
- Temporary signage
- Number of temporary vendors
- Number of Port-o-lets
- Security (if needed) and any other devices necessary for public safety

☐

EVENT LOCATION SKETCH:

Include a sketch on a separate page which shows the location of the event and indicates the following:

- Pedestrian access
- Parking and vehicular access
- Vendor display areas
- Tents
- Signage
- Barricades
- Outdoor music venue
- Port-o-lets
- Additional dumpsters or trash cans

☐

TENTS:

- A building permit is **not required** for small pop-up tents or canopies 10' X 10' or smaller.
- A building permit is **required** for any large tents or canopies (over 10' X 10').

**SIGNS:**

- A building permit for any temporary signage is **not required** for **Minor Special Events**.
- Separate sign permits **are required** for **Major Special Event** temporary signage.
 - Major Special Event signs may be installed 30 days prior to the event and must be removed within 5 days after the event.
 - Major Special Event signs may carry business or product logos, and generic messages commemorating the event and/or welcoming visitors. The sign shall not convey specific sales information, such as prices or specials.

IMPORTANT SIGN INFORMATION:

- All signage must be located on the property the event is to be held.
- One sign or banner is allowed per street frontage
- Maximum sign size is 32 square feet ✓
- Maximum sign height is 8 feet ✓
- Inflatables may only be 8 feet in height
- Inflatables must be tethered to the ground (may not move under pressure of wind)
- Other wind signs such as flags, pennants, ribbons, streamers, feather flags, and balloons are **prohibited**
- Employees, volunteers, or corporate mascots may hold additional signage that directs traffic to the event. However, the person holding the sign may not impede the flow of pedestrian travel on the sidewalk and may not distract or otherwise get in the pathway of any vehicular traffic.

**Miscellaneous**

Please attach any other information you feel may aid Staff and/or the City Council in the review of your special event permit application.



From:
ORIGINAL FIRST TURN STEAKHOUSE
5236 So. Ridgewood Avenue
Port Orange, FL 32127
386.788.5434

September 1, 2013

Re: Special Events Permit Bike Week 2013
Location: Richard Hilliard Property
5236 - 5204 S. Ridgewood Avenue
Port Orange, FL 32127

Request Special Even permit for Biketoberfest 2013

Hours: 11 am - 2 am

I am requesting 12 vendor spots

There will be music on the location daily

Request 2 flood lights for median

Port Orange Officers Fri - Sat of 7 pm - 9 pm

I have 2 handicap parking spots

Will provide 2 port-o-lets, 1 handicap

Contact numbers:

Business: 386.788.5434

Cell: 386.451.1531

Sincerely,

Richard Hilliard, owner
Original First Turn Steakhouse

ORIGINAL FIRST TURN STEAKHOUSE
5236 So. Ridgewood Ave. ~ Port Orange, FL 32127
Phone 386.788.5434 ~ Fax 386.756.2653
www.Firstturnsteakhouse.com

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
DIV OF ALCOHOLIC BEVERAGES & TOBACCO

LICENSE NUMBER	SERIES
BEV7400395	4COP

The RETAILER OF ALCOHOLIC BEVERAGES
Named below IS LICENSED
Under the provisions of Chapter 565 FS.
Expiration date: MAR 31, 2014



HILLIARD BROTHERS OF VOLUSIA COUNTY INC
FIRST TURN LOUNGE & RESTAURANTS
5236 S RIDGEWOOD AVENUE
PORT ORANGE FL 32127



RICK SCOTT
GOVERNOR

ISSUED: 03/08/2013 SEQ # L1303080001894
DISPLAY AS REQUIRED BY LAW

KEN LAWSON
SECRETARY



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 03/03/2015

Consent item: Yes

SUBJECT: Bike Week – The Last Resort Bar at 5812 South Ridgewood Ave

DEPARTMENT: Community Development

RECOMMENDED MOTION: To approve the Special Event request for The Last Resort Bar located at 5812 South Ridgewood Avenue subject to twenty-six (26) conditions outlined in the attached report.

SUMMARY: Mr. Al Bulling, owner of The Last Resort Bar, requests approval of a Special Event to be held during Bike Week 2015. The proposed event is planned for a ten (10) day period from Friday, March 6, through Sunday, March 15, 2015. The proposed hours for the event are from 11:00 a.m. until 2:00 a.m., daily. This will be the first Special Event for The Last Resort Bar in 2015. Two adjacent properties would be used for parking; Best Cars at 5816 South Ridgewood and Hunt for Cars at 5796 South Ridgewood.

Mr. Bulling is requesting a time extension for outside music on the last Friday and Saturday night of the event. If the Council grants this extension, outside music would cease at 11:00 p.m. City Council has not approved this extension for past events, and the attached conditions do not permit the extra hour.

Mr. Bulling has requested the waiver of the surety bond due to past good performance in clean-up after previous events. The cost of the surety bond is determined by City Council as outlined in Chapter 58, Article III of the City of Port Orange Code of Ordinances, and has generally been set at \$250.00 when required for past events. City Council has required staff to secure payment of the surety bond in recent years and the staff conditions require it. If City Council prefers to waive the surety bond, the conditions would need to be modified.

Project Funding Account
No.: No.:

ATTACHMENTS:

1.	Staff Report	Staff Report - Last Resort - Bike Week 2015.docx
2.	Application	Application - The Last Resort Bar - Bike Week 15.pdf

Rivera, Jeff

Created/Initiated - 01/29/2015

Clark, Wayne
Harden, David

Approved - 02/02/2015
Final Approval - 02/04/2015



STAFF REPORT

Major Special Event Request

REQUEST:	Major Special Event – Bike Week
OWNER:	Al Bulling
APPLICANT:	Al Bulling
PROJECT LOCATION:	The Last Resort Bar - 5812 South Ridgewood Ave. Best Cars - 5816 South Ridgewood Ave. Hunt for Cars - 5796 South Ridgewood Ave.
STAFF CONTACT:	Jeffrey Rivera, Business Tax Representative
CITY COUNCIL DATE:	February 17, 2015

INTRODUCTION:

Al Bulling, owner of The Last Resort Bar, 5812 South Ridgewood Avenue, requests approval for a Special Event to be held during Bike Week 2015. The proposed event is planned for a ten (10) day period from Friday, March 6, through Sunday, March 15, 2015. The requested hours for the event are from 11:00 a.m. to 2:00 a.m., daily. The event is planned for the property currently occupied by The Last Resort Bar, Best Cars at 5816 S. Ridgewood Avenue, and Hunt for Cars at 5796 S. Ridgewood Avenue.

CASE BACKGROUND:

Normal operations of The Last Resort Bar will continue. Eight (8) vendors have been requested and may be in place throughout the site. Vendors are required to obtain a Temporary Merchant License from the City for \$250 to participate in this event. The outdoor activities for this event, intended to target the crowd attending Bike Week 2015, include the sale of T-shirts, leather, bike accessories, food, and alcohol. Other outside activities proposed for the event include live outdoor music and creamed corn wrestling, which will be held on Thursday, March 12, 2015. An all-day Chopper show is proposed for Saturday, March 14, 2015. Port-o-let facilities are proposed for the event, along with private security provided by the Bar.

Chapter 42, Article IV. Noise Regulations, Section 42-80. General Restrictions of the *City of Port Orange Code of Ordinances* describe the acceptable sound level limit dBA. It shall be the responsibility of the permit holder to monitor for noise violations. Any noise complaints shall be verified by a Police Officer or Code Compliance Inspector and dealt with accordingly.

A warning may be issued and if not corrected or the violation recurs, the Special Event may be terminated. All previous noise violations will be taken into account before permitting future events. Based on the City Council's previous approvals for Bike Week, it is staffs' understanding that all outdoor music shall cease by 10:00 p.m.

DISCUSSION/ANALYSIS:

The subject proposal has been reviewed by the Police, Fire, Public Works and Community Development Departments.

This event is being held in conjunction with the community-wide special event, Bike Week 2015, with recognized dates of Friday, March 6, through Sunday, March 15, 2015. This is the first Special Event for The Last Resort Bar in 2015.

Port Orange Code of Ordinances prohibits the serving of alcohol outdoors and indoors past 2:00 a.m.

The Last Resort Bar submitted a plan showing the locations of vendors, restroom facilities, and parking for automobiles and motorcycles. Any areas not clearly marked must be delineated with a four (4)-foot high orange construction fence or other type of barrier.

ADDITIONAL REQUEST:

Mr. Bulling is requesting a time extension for outside music on the last Friday and Saturday night of the event. If the Council grants this extension, outside music would cease at 11:00 p.m. The Last Resort Bar shall take care in the placement of speakers for amplified music by adjusting them away from residential areas. City Council has not approved this extension for past events, and the attached conditions do not permit the extra hour.

CODE VIOLATIONS:

There were no apparent code violations at the time of pre-inspection.

SPECIAL NOTES:

The Last Resort Bar has requested that the surety bond be waived due to the past good performance in clean-up after previous events.

Staff recommends approval of The Last Resort Bar Special Event request, subject to the following twenty-six (26) conditions:

1. Hours for the event shall be from 11:00 a.m. to 2:00 a.m. The Last Resort Bar also shall not serve alcohol indoors or outdoors past 2:00 a.m., as required by *Port Orange Code of Ordinances*.
2. Where fences are required to delineate outdoor alcohol serving areas, as well as parking areas for automobiles, motorcycles and the handicapped, a four (4)-foot high orange construction fence shall be erected to enclose the event area. All fencing must be in place prior to the site inspection for the event.
3. All outdoor cooking equipment involving liquefied petroleum gas and/or storage cylinders shall comply with *NFPA #58 Liquefied Petroleum Gas Code* and be approved by the Fire Marshal.
4. A copy of The Last Resort Bar's liquor license for outdoor sales of alcohol during this event shall be obtained from the Department of Business and Professional Regulation, Division of Alcoholic Beverages and Tobacco, prior to the event.
5. The Last Resort Bar shall be responsible for all participating vendors with respect to any permit conditions or compliance with applicable state, county and city laws, rules, regulations, codes and ordinances. Therefore, The Last Resort Bar must screen all participating vendors to ensure compliance with but not limited to the following:
 - a. *Article VI, Chapter 18, Port Orange Code of Ordinances*, relating to peddlers and transient merchants.
 - b. Temporary event permits issued by the Department of Business and Professional Regulation, Division of Hotels and Restaurants for all food vendors.
 - c. Required liquor license for a temporary event shall be obtained from the Department of Business and Professional Regulation, Division of Alcoholic Beverages and Tobacco.
 - d. Coordination with the Port Orange Police Department, Volusia County and/or the Florida Department of Transportation with respect to traffic control devices or plans.
 - e. Provisions and Standards of the City's *Body Art Ordinance*, as adopted May 18, 1999.
 - f. Provisions and Standards of the City's *Sexually Oriented Businesses Code* as adopted June 3, 1997.
 - g. *Special Event Fee Resolution 13-58*, establishing \$250.00 Temporary Merchant Fee, as adopted September 17, 2013.
6. Tents or canopies being used in association with this event shall comply with the requirements set forth in *NFPA #102 Standards for Tents and Membrane Structures*. Tents or canopies cannot be erected more than forty-eight (48) hours prior to the event,

and must be removed within twenty-four (24) hours after the duration of the event. All tents/canopies must maintain at least two (2) exit ways in an unobstructed fashion to allow for a continuous path of travel.

7. If any outdoor lighting or other structural features are to be installed in association with this event, The Last Resort Bar shall obtain the proper Building Permits from the Community Development Department. Such lighting must be a minimum of twenty (20) foot candles to provide a safe environment at night.
8. Temporary electrical wiring shall be installed by a certified electrician and shall comply with Article 590 of the current adopted *NFPA #70 National Electrical Code*. This includes (F) Lamp protection. Any temporary lamps shall be protected from accidental contact or breakage by a suitable fixture or lamp holder with a guard.
9. Fire extinguishers shall be provided as outlined in accordance with the *NFPA #10, Standard for Portable Fire Extinguishers*.
10. All exits and means of egress shall remain accessible and unobstructed and it shall be the responsibility of The Last Resort Bar to maintain access for emergency vehicles.
11. The Last Resort Bar shall provide two (2) port-o-let facilities, with one (1) for females and one (1) for males during the event. A minimum of five percent (5%) of the portable toilets, but no less than one (1) for each sex, shall comply with *Section 4.22 and/or 4.23 Florida Accessibility Code*, i.e. must be handicapped-accessible.
12. All areas being used for this special event shall be handicapped-accessible. Handicapped parking is to remain open and accessible for this event.
13. Tripping hazards shall be removed or isolated from pedestrian traffic. Vehicle areas, including parking, shall be physically separated from pedestrian areas.
14. Based on the City Council's previous approvals for Bike Week, it is staff's understanding that all outdoor music shall cease by 10:00 p.m. The Last Resort Bar shall take care in the placement of speakers for amplified music by adjusting them away from residential areas.
15. If there are calls for police service, or if security threats develop, the Police Department shall require additional officers to provide security for this event. The additional officers will be hired at the expense of The Last Resort Bar at the rate of \$40.00 per hour with a minimum of three hours.
16. The Last Resort Bar shall hire a police officer to cross pedestrians and monitor congestion during periods of heavy traffic flow, if an event traffic plan is in operation. The anticipated dates, times, and charges for such detail and traffic control devices will be agreed upon by The Last Resort and the Police Department and paid to the City prior to issuance of the permit.
17. The City's *Code of Ordinances* prohibits the exposure of any sexual organs at commercial establishments that serve alcoholic beverages. Furthermore, *Florida Statutes* prohibit any type of public nudity at such an event.

18. A temporary sign permit shall be required for the one (1) banner permitted for this event. Application shall be applied for by January 28, 2015.
19. No trees shall be removed and care shall be taken to protect landscaped areas.
20. The Last Resort Bar shall contact the Community Development Department to schedule an inspection of the property prior to the start of the event to ensure that the construction fence and any canopies or tents are well secured, and that all other safety measures are in place.
21. Any disturbance of public right-of-way shall be the sole responsibility of The Last Resort Bar.
22. It is The Last Resort Bars' responsibility to contact the Community Development Department for an inspection of debris removal within 48 hours after the event. Pending the Council's waiver of the surety bond fee, failure to properly remove debris and restore site to its original condition could require the deposit of a surety bond on any future permits.
23. No more than the requested eight (8) vendors shall be on this site.
24. The Last Resort Bar shall comply with the approved maximum capacity occupancy requirements within the confines of the facility.
25. Camping on premises prohibited by code; includes, but not limited to, tents, motor homes, travel trailers, or other vehicles.
26. The \$250.00 surety bond must be paid in full.

DISTRIBUTION LIST

Chris Weir, Fire Marshal
Sgt. Thomas Aiken, Police Dept.
Kerry Leuzinger, Building
Gwen Perney, Planner
Chris Barnes, Public Works
File



CITY OF PORT ORANGE

Department of Community Development
1000 City Center Cir.
Port Orange, FL 32129
Phone: (386) 506-5600 Fax: (386) 506-5699

DATE RECEIVED:

RECEIVED BY:

PERMIT NO.:

SPECIAL EVENT PERMIT APPLICATION

City Ordinance No. 2013-16 & Fee Resolution No. 13-58 – Chapter 58 Article III, Code of Ordinances

Name of Business/Organization Hosting Event: THE LAST RESORT BAR
Event Site Address: 5812 S RIDGEWOOD AVE PORT ORANGE, FL
Event Contact Person: AL BULLING
Email Address: ALSHASTRESORT@AOL.COM Phone: 386-631-8553
Description of Event: BIKE WEEK

Dates of Event: 3-6 - 3-15

Repeat Event: YES ☒ NO ☐

Number of Temporary Merchants: @ 8

Signs: YES ☐ NO ☐

Temporary Power: YES ☒ NO ☒

Tents: YES ☒ NO ☐

SPECIAL EVENT APPLICATION REQUIREMENTS

Application for **Major Special Events** must be submitted at least **forty-five (45)** days in advance of the requested event. **Minor Special Events** must be submitted at least **seven (7)** days in advance.

Required Documents:

1. Letter of request
2. Proof of ownership, written lease, or notarized authorization form
3. Sketch of the event layout on the property
4. Completed application checklist (attached)

PERMIT APPLICATION FEES**

☐ MINOR SPECIAL EVENTS (Seven days or less)
\$100.00

☐ MAJOR SPECIAL EVENTS (Seven days or less)
\$300.00*

☒ MAJOR SPECIAL EVENTS (More than seven days)
\$500.00*

*return
250. 300. 500.*

* Repeat events on properties in good standing with City departments may be eligible for a reduced application fee.

** Additional fees may apply if City resources such as Public Works or Police Department are requested or required.

January 14, 2015

To the City of Port Orange:

This letter is a request for a special event permit for Bikeweek 2015, from The Last Resort Bar, 5812 South Ridgewood Ave., Port Orange, FL. The dates are March 6th thru March 15th 2015. We are anticipating 20 vendors, to include BEST CARS and HUNT FOR CARS. Special events will be held Thursday, March 12th (Creamed corn wrestling) and Saturday March 14th (Chopper show). We will provide our security for the event. Outdoor music will end each day at 10:00 pm and we would like to request permission to extend the music allowance for 1 hour (until 11:00 pm) on the last Friday and Saturday of the event. If you have any questions please feel free to contact me.

Thank You,

Al Bulling

The Last Resort Bar
5812 South Ridgewood Avenue
Port Orange, FL 32127
386-761-5147 (bar)
386-631-8553 (cell)
alslastresort@aol.com

Hunt For Cars, Inc.

5796 South Ridgewood Avenue
Port Orange , Fl. 32127

Tel 386-566-8893
Fax 386-322-0057

January 16, 2015

To whom it may concern:

Lonnie Hunt , doing business as Hunt For Cars, Inc. Located at 5796 South Ridgewood Ave. in the city of Port Orange, Florida.

Lonnie grants permission to the Last Resort to use the above mentioned property .

This use will take place only during March 6, 2015 through March 15, 2015 during Bike Week.

Lonnie Hunt

POINT CANA

REST
CARS

PARKING
DRIVE WAY

VENDORS

VENDOR

PARKING

LAST
RESORT
BAR
5812



PARKING

STAGE

HUNT
FOR
CARS

U.S. 1

S. RIDGEWOOD AVE

W
S
E
N



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 03/03/2015

Consent item: Yes

SUBJECT: Victory Police Motorcycle Purchase

DEPARTMENT: Public Works

RECOMMENDED MOTION: Move to waive formal bidding requirements and purchase five (5) Victory Commander Motorcycles from Victory Motorcycles LLC. for a total amount of \$164,322.40, and authorizing the Mayor and the City Clerk to execute contract documents as necessary

SUMMARY:

On January 20, 2015, Council directed the purchase of the Victory Commander Motorcycles. Public Works is requesting approval to waive formal bidding requirements to purchase the five (5) victory Commander Motorcycles pursuant to Section 2-267 of the City Code. Section 2-267(a) provides that formal bidding requirements can be waived where there's a sole source. The purchase of the motorcycles includes installation of the Law Enforcement package items, the transfer of the radio & radar units, all standard maintenance schedules, delivery, and a five year warranty. Maintenance will be conducted by Volusia Motorsports of New Smyrna Beach, FL., and an authorized Victory Service Dealer. The funds will be from the Vehicle Replacement Fund FY15 budget approved by Council.

Project No.: N/A Funding Account No.: 505-1000-519-6400
505-1000-519-6400

ATTACHMENTS:

1.	Sole Source Approvals	Victory Police Motorcycles 02.13.15-09.30.15 Sole Source.pdf
2.	Victory Police Motorcycles, LLC Standard Contract for Services	Victory Police Motorcycles LLC Standard Contract for Services.pdf

Fontane, Jeff
Silvey, Mike
Gomez, Joseph
Riehm, Tracey
Roberts, Margaret
Harden, David

Created/Initiated - 01/21/2015
Approved - 02/17/2015
Approved - 02/17/2015
Approved - 02/19/2015
Approved - 02/26/2015
Final Approval - 02/26/2015

DATE: 01/22/2015**SOLE SOURCE JUSTIFICATION***(Waiver of Competitive Quotes / Bids)*VENDOR: Victory Police Motorcycles, LLC.COMMODITY: Victory Police MotorcyclesEstimated annual expenditure for the above commodity or service: \$ \$165,000.00

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

SOLE SOURCE JUSTIFICATION

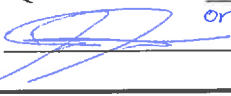
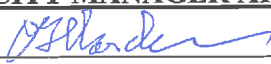
- 1) Parts /equipment can only be obtained from original manufacturer. Not Available through regional distributors. *(Attach the manufacturer's written certification that no regional distributors exist)*
- 2) Only State of Florida area distributor of the original manufacturer. *(Attach the manufacturer's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

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

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

Department Head approval (up to \$2,000) Date: 1/28/2015IT 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: JJ#1540 Complaints/protest received (Yes/No) NoVerified by Purchasing:  on 2/5/15Date: 2/16/15**CITY MANAGER APPROVAL**City Manager approval (over \$2,000) Date: 2/16/15

MEMORANDUM

To: Purchasing
From: Jeff Fontane
Date: January 22, 2015
Re: Sole Source Justification

Victory Police Motorcycles is the exclusive provider of Victory Police Motorcycles which come with a five year unlimited mile warranty and come ready for Police Service. All Victory Police Motorcycles come with exclusive "Tip Over technology, forged steel engine/crash bars, Escort light package, full length protective skid plate, and fixed floor boards for protection of officer's feet and ankles.

There is no other supplier or Victory Motorcycle dealer in which to purchase these Victory Police Motorcycles from. Please see attached Sole Source Letter from Victory Police Motorcycles.

Thank you,

Jeff



VICTORY POLICE MOTORCYCLES

*Where Enhancing Officer
Safety is Priority ONE!*

*If riding a Victory is work,
bring on the overtime!*



“SOLE SOURCE LETTER”

City of Port Orange Police Department
407 Virginia Ave
Port Orange, FL 32127

Dear Jeff Fontane:

Victory Police Motorcycles is the exclusive provider of Victory Police Motorcycles offering the only five year unlimited mile warranty, delivered completely up fit and ready for service. All Victory Police Motorcycles are built to the customer's specifications with the requested emergency equipment.

All Victory Police Motorcycles have the exclusive built in Tip Over technology placing Victory Police Motorcycles as the benchmark in Officer Safety. Forged Steel Engine/Crash Bars, exclusive Escort light package, full Length Protective Skid Plate, exclusive pinned and fixed floorboards for officer protection of feet and ankles.

All Victory Police Motorcycles are built exclusively by Victory Police Motorcycles for Law enforcement agencies and offer industry leading Law Enforcement features and the Only Law Enforcement Motorcycle that comes complete duty ready even with the Departments equipment installed and functioning such as Radios, Radar, Video and helmet interfaces.

Engine badging, we are the only company that offers laser identification badging on the engine with a badge, department name and vehicle number for additional vehicle ID/security. There is no other supplier or Company in which to purchase these Victory Police Motorcycles from.

Sincerely,

Nita Buckner

Nita L. Buckner
CEO

Victory Police Motorcycles
1400 S. Alvernon, Tucson, AZ 85711

sales@victorypolice motorcycles.com
www.VictoryPoliceMotorcycles.com

(520) 770-9500
FAX: (520) 382-6349



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 **VICTORY POLICE MOTORCYCLES, LLC**, an Arizona corporation whose principal address is 1102 North Anita Avenue, Tucson, Arizona 85705 ("Contractor"). (The City and Contractor are collectively referred to herein as the "Parties.")

1. Provision of Services

- (a) The Contractor hereby agrees to provide the City of Port Orange with five (5) Victory Motorcycles (All Pearl White with Blackout Package) with maintenance and warranty 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 shall continue for a period of 190 days thereafter (the "Initial Term").

Manner and Place: As outlined in Exhibit "1" attached hereto, Contractor shall cause goods to be delivered to the City in the most expedient, cost effective manner. All items shall be delivered 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.

Time and Essence: Contractor acknowledges that time is of the essence for each Purchase Order issued hereunder.

Authorization for Services: Authorization for performance of services by the Contractor under this Contract shall be in the form of written Purchase Order(s) issued and executed by the City Manager. Contractor shall not deliver goods or services without a written purchase order.

2. City Obligations. In return for the services identified above, the City agrees to compensate Contractor One Hundred Sixty-Four Thousand, Three Hundred Twenty-Two and 42/100 Dollars (\$164,322.42). The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then current fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. Contract Administration The Interim Public Works Director, Mike Silvey ("Contract Administrator"), shall perform contract administration of this Contract. For notice provisions, see the paragraph entitled "Notice."

4. Termination for Convenience of the City

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

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

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

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

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

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

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

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

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

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

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

7. Examination of Records

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

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

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

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

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

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

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

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

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

9. Termination for Non-Appropriation of Funds

(a) If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this contract is entered into, for the purpose of this Contract, then the City may terminate this Contract upon thirty (30)

days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination.

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

10. Insurance. 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 — <u>Limits:</u> Builders Risk. <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 — <u>Limits:</u> (Errors & Omissions)	Coverage \$1,000,000 minimum	

11. 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.

12. 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.

13. Modifications or Changes to this Contract

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

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

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

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

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

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

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

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

16. Additional Warranties. Contractor further expressly warrants that materials and workmanship are warranted from defect for a period as provided in Exhibit "1."

17. Inspection

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

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

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

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

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

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

this non-discrimination clause. Contractor agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

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

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

20. 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.

21. 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.

22. 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.**

23. 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.

24. 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.

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: City of Port Orange
Attention: Mike Silvey, Interim Public Works Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5575

Contractor: Victory Police Motorcycles, LLC
Attention: Nita L. Buckner, Managing Member
1102 North Anita Avenue
Tucson, Arizona 85705
(520) 770-9500 – Telephone
(520) 382-6349 – Facsimile
(386) 428-2212 – Maintenance
sales@victorypolicemotorcycles.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.

26. 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.

27. 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:

VICTORY POLICE MOTORCYCLES, LLC

By: _____

Nita L. Buckner, Managing Member

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

Printed Name: _____

Printed Name: _____

Date: _____

STATE OF ARIZONA
COUNTY OF PIMA

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Nita L. Buckner, as Managing Member of Victory Police Motorcycles, LLC, an Arizona corporation, and who:

[Notary: Please select one]

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

Notary Public, State of Arizona

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 4673]

VICTORY POLICE MOTORCYCLES

Where Enhancing Officer Safety is Priority ONE!

If riding a Victory is work, bring on the overtime!

2015 Victory Commander I Port Orange FL



1. All Pearl White Motorcycle (Blackout Package) with ABS Service Ready with all equipment installed
2. 5 year unlimited Mile Warranty on Motorcycle and Police up-fit from VPM
3. Fully Equipped Large Top Box Mil Spec Aluminum Standard Size
4. Independent equipped Power pack
5. Front Fairing and engine guard Red/Blue LED emergency lights
6. LED Tail, Brake, Turn signals and Directional Arrow
7. Brake Flash Module
8. Dual Battery Kit
9. Dual Battery float tender/Charger 110V
10. Isolated dual Battery system
11. Second Battery
12. LED Battery Monitor
13. 12VDC Auxiliary port in fairing
14. Chrome Saddlebag Bars with Tip Over protection
15. Floorboard Skids (protectors)
16. Emergency Switches Lights-Siren-Air horn
17. Red/Blue lights side and rear of Top Box, Front rear fenders and light Brow
18. Amber Escort/Turn Signal Light Kit
19. Moto GP tail/Brake/Turn LED Lights
20. Cell Phone Charge cable interface
21. Siren Speaker Public Address ready
22. Siren Amp with PTT capability
23. Air Horn
24. Weather Band radio with AM/FM (MP3/IPOD ready)
25. Electronic Cruise Control
26. Adjustable Rear Air Suspension
27. Adjustable front brake lever
28. Stainless steel braided Brake lines
29. Dual Floating Brake Rotors Front ABS Brakes
30. Single Floating Rotor Rear ABS Brakes
31. Adjustable Foot controls
32. Locking Hard Saddlebags
33. Forged Steel Engine Guard with engine guard light
34. 2 inch Pull back Handle bars with radio tabs
35. Freedom 106 Cubic Inch Direct Fuel Injection Oil/Air cooled Motor with Oil Cooler, Overhead Cams with Roller Rockers, 4 valves per Cylinder. Dual Pursuit Exhaust
36. 6 Speed overdrive transmission
37. Heel/Toe Shifter
38. LCD information center, Miles, trips, time, temp, fuel range, gear, MPH Avg, speed Avg, stop watch
39. 110V Connection for power management
40. Inverted cartridge forks
41. 48 AMP Charging system
42. Officers Back Support
43. Adjustable Windshield with LED lights
44. Locking gas cap
45. True View Mirrors
46. PTT/PA Switch Bracket
47. Radio Installation (existing equipment)



Victory Police Motorcycles
1106 N. Anita Ave., Tucson, AZ 85705

sales@victorypolicebikes.com
www.VictoryPoliceMotorcycles.com

(520) 770-9500
FAX: (520) 382-6349

EXHIBIT "1"



VICTORY POLICE MOTORCYCLES

*Where Enhancing Officer
Safety is Priority ONE!*



*If riding a Victory is work,
bring on the overtime!*

Service Coverage City of Port Orange FL

1. All routine service as outlined in the periodic maintenance schedule
2. Brake Pads
3. Not Rotors if due to abuse
4. 1 clutch per bike per year
5. All Oil changes
6. Oil Filters
7. Fuel Filters
8. Wheel Bearings
9. Drive Belts-not pulleys
10. Brake Fluid
11. All prescribed adjustments
12. All emergency lights
13. Siren Amp and Speaker
14. All Light bulbs
15. All LED lights
16. All Tires
17. 1 Battery per year

2-25-15

Victory Police Motorcycles
1400 S. Alvernon, Tucson, AZ 85711

sales@victorypolicemotorcycles.com
www.VictoryPoliceMotorcycles.com

(520) 770-9500
FAX: (520) 382-6349

EXHIBIT "1"



Service and Warranty

Victory Police Motorcycles offers a full five (5) year unlimited mile warranty on the Victory Police Motorcycles from date of delivery. The first year of the warranty must be performed at one of the many Victory dealerships available. This is to ensure that all regular maintenance is being performed and the Motorcycle is kept up to date.

After the expiration of the first year the agency may take the Motorcycle to a repair shop of its choosing for warranty repairs. All warranty repairs must receive prior approval before completing repairs by calling the 800 number for warranty repairs. All approved warranty claims will be reimbursed at seventy-five dollars (\$75.00) per authorized hour or prorated fraction thereof. The agency will be reimbursed the listed retail price of any parts authorized.

Agencies may perform their own maintenance/service work on the Motorcycles and it does not void the warranty provided all services are within requirements and documented. All maintenance records are to be maintained by the department for all maintenance/service work performed for the duration of the warranty period.

WARRANTY TERMS AND CONDITIONS

WARRANTY COVERAGE AND EXCLUSIONS

A one-year limited warranty exists against defects in material or workmanship as determined by Polaris Sales in its sole discretion for the following products: (Unless used as rental equipment)

- Victory Motorcycles
- Polaris Accessories

WEAR ITEMS NOT COVERED / EXCLUSIONS

In order to qualify for warranty, the product must have been properly set-up and tested by Victory Police Motorcycles or an authorized Polaris/Victory Dealer.

Failure of any dealer to perform the required vehicle Pre-Delivery Inspection, perform all applicable service bulletins, and failure to have the customer sign the PDI form prior to delivery may void the warranty. Failure to provide proof of required periodic maintenance upon request may result in denial of warranty coverage. Use of the recommended Polaris products for lubrication and maintenance as directed by the Owner's Manual is highly recommended. Should a failure occur during the warranty period resulting from the use of non-recommended products, warranty coverage may be denied.

ASSEMBLY REPLACEMENT GUIDELINES

Component assemblies should always be repaired instead of replaced, providing that parts are available to complete the job. An assembly should only be replaced if the cost to repair exceeds the cost to replace. Examples of common rebuildable assemblies include shocks, seats, gearcases, transmissions, and short blocks.

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EXHIBIT "1"



5-2 VER. 18

Warranty does not apply to parts exposed to friction surfaces, stresses, environmental conditions and/or contamination. The following items are excluded from warranty consideration if the failure was due to wear or not the direct result of a defect:

Slide Rails Suspension components
Clutches and components Drive Belts
Steering components Hydraulic components
Batteries Circuit Breakers/Fuses
Light bulbs/Sealed beam lamps Electronic components
Finished and unfinished surfaces Wheels
Brake components
Seat components Engine components

Warranty applies to the product only and does not allow for coverage of personal loss. Some items are considered Consumable, meaning they are considered part of normal maintenance or part of completing an effective repair. The following items are excluded from coverage in the event of a warranty claim:

Spark Plugs Lubricants such as oil, grease, etc.
Filters Batteries (unless defective)
Fuel Cosmetic damage / repair
Sealants Coolants
Hotel fees Meals
Towing charges Shipping/ handling fees
Mileage Product pick-up / delivery
Rentals / Loss of product use Loss of vacation / personal time

This warranty also excludes failures resulting from improper lubrication, improper engine timing, improper fuel, surface imperfections caused by external stress, heat, cold or contamination, operator error or abuse, improper component alignment, tension, adjustment or altitude compensation, failure due to snow, water, dirt or other foreign substance ingestion/contamination, improper maintenance, modified components, use of aftermarket components, unauthorized repairs, repairs made after the warranty period expires or by an unauthorized repair center; use of the product in competition or for commercial purposes, product which has been damaged by abuse, accident, fire, or any other casualty not determined to be a defect of materials or workmanship.

CLAIMS REQUIRING AUTHORIZATION DURING WARRANTY:

GENERAL REQUIREMENTS (APPLIES TO ALL PRODUCT LINES)

Claims requiring a call to Polaris for authorization:

- For all claims please refer to that product line's flat rate manual for authorization requirements on specific repairs.

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- All cosmetic or concealed crate damage warranty claims require pre-authorization. See the Dealer Delivery Guidelines section of this manual for full details on how to complete this procedure.
- Parts found not to be defective after inspection, even those that are pre-authorized, will be returned to your dealership or Victory Police Motorcycles and the entire claim will be debited.

VER. 18 5-3

SPECIFIC PRODUCT LINE REQUIREMENTS

Authorizations can be obtained via your dealership or Victory Police Motorcycles or phone 1-520-770-9500. Not all claims requiring authorization need to be called in, please read the below section carefully to understand when to call for authorization. Make sure to check the general requirements section above as they apply to all product lines.

There are times when pre-authorized parts are inspected and found not to be defective. There are also times when the failure did not happen as described during the authorization process. In any case when the parts are found not to be defective, the entire warranty claim will be debited.

VICTORY

For All Victory claims please refer to the Victory Flat Rate Manual for authorization requirements.

5-4 VER. 18

VICTORY AUDIO COMPONENT WARRANTY

REPAIRS ON COMPONENTS THAT ARE IN WARRANTY

The following audio system components require special consideration for warranty coverage.

- Module-Radio, Main Controller
- Accessory CD Changer
- XM Satellite Radio Module

Victory motorcycles warrants the above listed audio system components to be free from factory defects in material and workmanship for the period of one (1) year from the purchase date of the vehicle or dealer installed accessory item. Accessory items must be installed by an Authorized Victory dealer to be eligible for warranty. The warranty does not include failures caused by abuse, misuse, physical damage, improper installation or issues caused by aftermarket installed items.

The above listed audio system components are replaced by following the procedure listed below.

NOTE: Do not order a replacement component from Victory unless instructed by Victory Technical Service.

- 1 - During diagnosis your dealership should determine the root cause of the failure.
- 2 - If the root cause is one of the above listed audio system components enter a request for a replacement component through Ask Polaris.
- 3 - Under "Send Us Your Questions" click on "Service and Warranty Question" and then on "Vehicle Repair Question" and fill out the requested information.

ASK POLARIS CASE REQUIREMENTS

- Vehicle Identification Number, mileage and hours
- Part Number of Component
- Serial Number of Component
- Software and hardware version installed in defective component
- Software and hardware version of base radio in vehicle (The Service Manual provides instructions on locating software and hardware information from the radio display)

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EXHIBIT "1"



- Purchase Date of the Vehicle or Accessory Item (Proof of Purchase required)
- Reported Issue
- 4 - Victory Technical Service will arrange for a new replacement audio component to be shipped to your dealership at no charge by our vendor.
- 5 - Upon arrival and installation of new component your dealership will be responsible for return shipment of the defective component to our vendor within 30 days.
- 6 - Ship the defective component back to RSI via UPS ground using following address: **NOTE:** Write the RA number assigned by Radio Sound on the outside of the box and include the packing slip that was enclosed with the float unit.

Radio Sound, Inc.
1713 Cobalt Drive
Louisville, KY 40299

7 - Once return shipment is complete you can add the cost of return shipping (UPS ground) to the original Ask Polaris case. You must also add the tracking number to the original Ask Polaris case.

8 - Once Victory receives this information we will authorize warranty payment for return shipping and labor.
VER. 18 5-5

Victory will not warrant the cost of components ordered from Victory parts stock without prior Victory Technical Service authorization.

Warranted parts are to be returned to RSI within 30 days. Any of the above mentioned components that are not returned within 30 days, or found to be working parts being returned due to a misdiagnosis will be charged back to the dealer's parts account to cover replenishment costs.

All other audio system hardware such as switches, harnesses, antennas, headsets etc. would be handled under normal warranty terms of 12 months from date of purchase.

REPAIRS ON COMPONENTS THAT ARE OUT OF WARRANTY

Dealers or consumers can contact Radio Sound's Customer Service Department directly via telephone, fax or e-mail when repairing components that are out of the warranty period. Radio Sound will issue a return authorization number at that time. Radio Sound can be contacted at:

Phone Number: (502) 267-6768 Ext. 310

Toll Free: (800) 367-4506

Fax: (502) 267-6794

Hours: 9:00 AM to 6:00 PM Eastern Standard Time (Monday through Friday)

Radio Sound will need the following information to process a request:

- Dealer Number
- Vehicle Identification Number
- Mileage
- Part Number of Component
- Serial Number of Component

There are several options for the repair of the item depending on its condition:

EXCHANGE: Items in good physical condition are swapped for a similar remanufactured unit the same day they are received.

R&R (REPAIR AND RETURN): Items with more physical wear or for a customer who request their original unit. The original item is repaired and returned to the current owner. R&R items will be shipped out 2 weeks from the date received.

ESTIMATE: Items with serious physical damage or extreme wear. The dealership is contacted with repair costs after RSI has the opportunity to examine the item and provide an estimate. Estimate items will be shipped out no later than 2 weeks from the date the estimate is accepted. All monetary cost associated with repairs out of warranty are the responsibility of the owner / dealer contacting

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EXHIBIT "1"



Radio Sound.

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HOW TO OBTAIN SERVICE ON EXPORTED VEHICLES

In the Country where the vehicle was purchased:

An authorized Polaris dealer must complete all warranty or Service Bulletin repairs. If a consumer moves or is traveling within the country where the vehicle was purchased, Warranty or Service Bulletin repairs may be obtained from any authorized Polaris dealer who sells the same line as the subject vehicle.

Outside the Country where the vehicle was purchased:

If a consumer is traveling temporarily outside the country where the vehicle was purchased, the consumer may take the vehicle to any authorized Polaris dealer. The consumer must show the dealer photo identification from the country of the selling dealer's authorized location as proof of residence. Upon residence verification, the servicing dealer will be authorized to perform the warranty repair.

The following steps outline how a dealer can claim a warranty repair made for a consumer that lives, or once lived, in a country other than the country in which they are attempting to obtain warranty service (i.e., a consumer residing in Canada and vacationing the United States).

1. Dealer must view and photocopy the consumer's photo ID showing residence in selling dealer's country (i.e. Consumer purchased unit in Canada but is vacationing in the United States – ID must indicate Canadian address).
2. Dealer will enter the serial number of the vehicle in "Unit Inquiry" on the dealer web site to verify owner name and warranty period.
3. Dealer will follow regular warranty guidelines when determining warranty repair eligibility.
4. Dealer will enter and save warranty claim on the dealer web site.
5. Dealer will print and fax warranty claim and copy of consumer's photo ID to the Polaris Warranty Department at 763-847-8294 (dealer will be unable to submit warranty claim to Polaris, but will be able to enter and save the warranty claim).
6. The Polaris Warranty Department will finish processing the warranty claim and dealer will receive credit via the dealer web site using the claim number created by the dealer.

VER. 18 5-7

BATTERY WARRANTY TERMS

A defective battery can be claimed under warranty as a Wholegood Stock claim (WS) for unsold in stock vehicles, or as a Standard claim (ST) on sold vehicles within the normal warranty period.

A battery purchased as a service part that is installed on a vehicle or sold to a consumer receives a 30 day warranty. A defective battery sold over the counter should be claimed as a Parts Stock (PS) warranty claim.

The original customer purchase receipt must be retained by the claiming dealer.

A defective battery is defined as:

- A battery not holding charge
- A battery which will not accept a charge
- A battery with an open circuit

All suspect Polaris batteries under factory warranty are required to be tested using the Polaris Powersports Battery Conductance Analyzer - PU-50296. After testing the battery, the tester will produce a printout with the current state of the battery. When a defective battery is found this printout must be attached to the repair order / return document as it has an authorization number that must be used when filing all battery warranty claims. When a discharged battery is found, follow the charging direction from the battery tester printout.

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EXHIBIT "1"



Batteries will not be considered for warranty during the second year of a Bumper to Bumper Warranty. NO warranty credit will be given on frozen, dropped/abused batteries.

To claim a PS warranty for a defective battery, please review the Consumer Part, Clothing and Accessory Return policy under GENERAL DEALER OPERATIONS > SERVICE AND WARRANTY RETENTION RECORDS > Consumer Part, Clothing and Accessory Returns of this manual.

COVERAGE

CUSTOMER TERMS AND EXCLUSIONS

2nd- 5th year coverage applies to engine failures due to defects in materials and workmanship as determined by Victory Police Motorcycles and genuine Warranty in its/their sole discretion. Coverage automatically begins upon expiration of the original factory warranty with no additional paperwork required.

Tampering with the odometer shall void all warranties/service contracts.
No extensions to coverage under this engine service contract can be given.

A list of items excluded from coverage includes, but is not limited to:

- Damage due to accident, fire, explosion, theft, or other causes beyond Victory Police Motorcycles/Polaris' control.
- Damage caused by the failure of other components of the Motorcycle.
- Failures caused by improper fuel or oil.
- Piston seizures unless caused by a defective engine component.
- Failures caused due to improper adjustments, including, but not limited to: carburetor jetting and clutching.
- Failure due to unauthorized service.
- Failures due to lack of service as required in the owner's manual or Polaris updates and Service Bulletins.

This includes off season storage as listed in the owner's manual.

- Failure due to use of unauthorized parts, aftermarket parts or modifications of any kind.
- Repairs made without pre-authorization from Polaris.
- "Wear Items not covered / Exclusions" section of the manual applies here.

LIMITED PARTS WARRANTY

• All victory Police Motorcycles/Polaris replacement parts carry a 30 day limited warranty. This warranty begins on the day the customer purchases the part from your dealership. The dealer must retain a copy of the consumers receipt for proof of purchase date. This receipt should be sent to victory Police Motorcycles/Polaris with the warranty paperwork for each Polaris warranty request. It is a requirement to attach the original receipt to the work order and warranty copy and keep it on file at your dealership.

• All items on parts stock and clothing claims will be recalled.

• No labor or freight, with the exception of parts too large or heavy for UPS, will be paid on part stock claims.

All other parts are shipped freight prepaid.

• Parts return status on a warranty claim is not accurate until Polaris Sales Inc. has assigned an invoice number for that claim.

• It is a requirement to attach the original receipt to the work order and warranty copy and keep it on file.

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EXHIBIT "1"



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 03/03/2015

Consent item: Yes

SUBJECT:

Piggyback Volusia County Contract for Backflow Device Testing and Certification Services with Aaron's Backflow Services, Inc.

DEPARTMENT: Public Utilities

RECOMMENDED MOTION: Move approval of a Piggyback Agreement with Aaron's Backflow Services, Inc. for testing of Backflow Prevention Devices at an annual cost not to exceed \$130,000; and to authorize the Mayor and City Clerk to execute all required contract documents.

SUMMARY: Per Florida Administrative Code 62-555.360, the City is required to maintain a cross-connection prevention program. The program requirements include annual testing, inspecting and repair of more than 7,300 Backflow Prevention devices (BFP) within the City of Port Orange.

The Volusia County contract price of \$16.00 each is a dollar less than we had previously paid per unit and is in effect through September 12, 2016, with two (2) subsequent one (1) year renewals being possible.

The Public Utilities Department is requesting Council approval of the Piggyback Agreement with Aaron's Backflow Services Inc. for an annual amount not to exceed \$130,000, contingent upon Council approval of the Operating Budget.

Project No.: none Funding Account No.: 40108005363113

ATTACHMENTS:

1.	Aaron's Authorization Letter	Aarons Authorization letter.pdf
2.	Aaron's Backflow Services, Inc. Piggyback Agreement	Aarons Backflow Services Inc Piggyback Agreement with City of Port Orange.pdf

Wiggins, Julia
Wilson, Rick
Gomez, Joseph

Created/Initiated - 01/13/2015
Approved - 01/14/2015
Approved - 01/14/2015

Riehm, Tracey
Roberts, Margaret
Harden, David

Approved - 01/27/2015
Approved - 02/25/2015
Final Approval - 02/26/2015

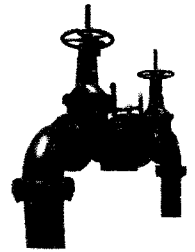
AARON'S BACKFLOW SERVICES, INC.

LIC#: CFC1427186 | LIC#: 08611900012008

Office: 407.829.7933 | Cell: 321.228.3829 | Fax: 407.829.6648

Address: P.O. Box 5302 Winter Park, FL 32793

Web: www.aaronsbackflow.com | Email: aaron@aaronsbackflow.com



January 13, 2015

City of Port Orange
Attn: Julia Wiggins
1000 City Center Circle
Port Orange, FL 32129

On behalf of Aaron's Backflow Services, Inc., I hereby authorize the City of Port Orange to "piggyback"/utilize our existing contract with Volusia County, Florida, **Bid Number 13-B-115AK**.

Sincerely,

Aaron Vaughan
President/Owner
Aaron's Backflow Services, Inc.



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 corporation whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **AARON'S BACKFLOW SERVICES, INC.** ("Contractor"), a Florida corporation whose principal address is 1458 Foxtail Court, Lake Mary, Florida 32746 (collectively "the Parties"), have entered into this Agreement (the "Contract") on the day and year set forth hereinafter.

WHEREAS, on the 12th day of September, 2013, Contractor was awarded a contract with Volusia County, Florida, pursuant to Invitation to Bid No. 13-B-115AK (the "Volusia County Agreement"); and

WHEREAS, the Volusia County Agreement provides for an initial term commencing on October 1, 2013 and continuing until October 1, 2016 with two (2) optional one (1) year renewals; and

WHEREAS, by entering into this Piggyback Agreement, Contractor agrees to provide backflow device testing, certification, repairs and parts for service areas to the City under the same terms and unit pricing of the Volusia County Agreement; and

WHEREAS, a copy of the Volusia County Agreement is available in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida 32129; and

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

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

1. **Term** The initial term of this Contract shall be effective commencing on the last date this Contract is signed by the Parties, and continuing until October 1, 2016.
2. **Renewals** Upon written agreement of the Parties and appropriation by City Council, this Contract may be renewed for two (2) optional one-year periods, subject to the Volusia County Agreement and appropriation by the City Council for the then current Fiscal Year. The term of this Contract shall be automatically extended at the end of the initial term for two (2) one-year periods 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 backflow device testing, certification, repairs and parts for service areas to the City at the direction of the Public Utilities Director, and at the unit prices set forth in the Volusia County Agreement. Contractor agrees that all pricing shall remain valid for the duration of this Agreement.
4. **Authorization for Services** This Contract standing alone does not authorize the performance of any work or services to be provided by the Contractor or require the City to place any orders for work or service. Authorization for performance of services by the Contractor under this Contract shall be in the form of written Purchase Order(s) issued and executed by the City.

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

5. City Obligations In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "1" attached hereto, subject to a limit up to but not to exceed One Hundred Thirty Thousand and 00/100 Dollars (\$130,000.00) during the term of this Contract. The City shall make payment on all invoices in accordance with the Local Government Prompt Payment Act, Sections 218.70 through 218.79, Florida Statutes.

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 Public Utilities Director, Andrew Neff, 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 Contractors 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 Volusia County Agreement and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work.

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

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

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: David T. Harden, Interim City Manager
1000 City Center Circle
Port Orange, Florida 32129

(386) 506-5501

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

Contractor: Aaron's Backflow Services, Inc.
Attention: Aaron Vaughan, President
1458 Foxtail Court
Lake Mary, Florida 32746
(407) 829-7933 – business
(407) 829-6648 – business fax
(321) 228-3829 – mobile
aaronsbackflow@cfl.rr.com

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:

AARON'S BACKFLOW SERVICES, INC.

By: _____

Aaron A. Vaughan, President

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 SEMINOLE

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Aaron Vaughan, as President of Aaron's Backflow Services, Inc., a Florida corporation, and who:

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____ By: _____
Allen Green, Mayor

Printed Name: _____ Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 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 4731]

Bid Tabulation

ITB No. 13-B-115AK



Backflow Device Testing, Certifications, Repairs and Parts

Closing Date:

Closing Time:

Response #2

Aaron's Backflow Service, Inc.

Aaron Vaughan, President

PO Box 5302, Winter Park, FL 32793

P: 407-829-7933 F: 407-829-6648

aaron@aaronsbackflow.com

Item	Estimated Quantity	Unit Cost	Extended
Backflow device test 3/4" or 1" (per device)		\$16.00	
Backflow device test 1 1/2" or 2" (per device)		\$16.00	
Backflow device test > 2" (per device)		\$16.00	
Backflow device repair cost (labor rate per hour)		\$40.00	
Install & test 3/4" or 1" double check below grade (per device)		\$60.00	
Replace single test cock on 3/4" or 1" and test, cost (per device)		\$13.00	
Replace multiple test cocks on 3/4" or 1" and test, cost (per device)		\$12.00	
Replace two (2) valve handles on 3/4" or 1" and test, cost (per device)		\$26.00	
Hourly rate for helper		\$25.00	
Parts for backflow device (discount off manufacturer's list) OR			
Parts for backflow device (Cost plus % option)		20.00%	
Response time for testing requests		14 days	
Total:			

EXHIBIT "1"

Exhibit “2”

Payment and Performance Bond

(Exhibit “2” includes a total of 4 pages)

RETURN RECORDED DOCUMENT TO:

Deputy City Clerk
1000 City Center Circle
Port Orange, Florida 32129-4144

FRONT PAGE FOR BOND REQUIRED BY SECTION 255.05, F.S.

PAYMENT AND PERFORMANCE BOND

(Public Works)

Notice and Time Limitations Must Be In Accordance
With Section 255.05(2), (8) and (10), Florida Statutes

BOND NO. _____

PRINCIPAL:

Developer or Contractor: Aaron's Backflow Services, Inc.
Principal Business Address: 1458 Foxtail Court
Lake Mary, Florida 32746
Contact Person: Aaron A. Vaughan, President
Phone Number: (407) 829-7933

SURETY:

Address: _____

Contact Person: _____
Phone Number: _____

OWNER:

City of Port Orange, Florida, a chartered municipal corporation
1000 City Center Circle
Port Orange, Florida 32129-4144
Contact Person: David T. Harden, Interim City Manager
Phone Number: (386) 506-5501

Amount: \$130,000.00

City Case/Project No. Backflow 2015

Description of Work: Backflow device testing/certification, repairs and parts

Project Location: Various locations in and around Port Orange, Volusia County, Florida

Legal Description: Locations with 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 Utilities)

In Compliance with Section 255.05(1)(a) Florida Statutes

Bond No. _____

The Principal, **AARON'S BACKFLOW SERVICES, INC.**, 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:

Backflow device testing/certification, repairs and parts

located in Port Orange, Volusia County, Florida, and identified by the City of Port Orange as Case No. Backflow 2015.

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:

Aaron's Backflow Services, Inc.

1458 Foxtail Court

Lake Mary, Florida 32746

By: _____

Aaron A. Vaughan, President

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Certificate of Filing was acknowledged before me this _____ day of _____, 2015, by Aaron A. Vaughan, President of Aaron's Backflow Services, Inc., 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:
Records Clerk
1000 City Center Circle
Port Orange, Florida 32129-4144

Backflow Device Testing/Certification, Repairs and Parts

Name of Project

City Project No. Backflow 2015

Bond No. _____

Space Reserved for Recording Data

**COMBINATION PAYMENT AND PERFORMANCE BOND
FOR
PUBLIC CONSTRUCTION**

*per Section 255.05, Florida Statutes (2012)
Guaranty for Construction of Public Improvements*

BY THIS BOND, We, **AARON'S BACKFLOW SERVICES, INC.** as Principal, and _____, a _____ corporation, as Surety, are bound to **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of **ONE HUNDRED THIRTY THOUSAND AND NO/100 DOLLARS (\$130,000.00)**, 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 Piggyback Agreement having an effective date of **October 1, 2013 through October 1, 2016**, entered into by and between the Principal and the City, for backflow device testing/certification, repairs and parts, hereinafter referred to as the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and
3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract documents; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Notice of Nonpayment and Time Limitations

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.02(2), (8) and (10), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

IN WITNESS WHEREOF, this performance and payment bond is executed in duplicate originals, each of which shall be deemed an original, this _____, day of _____, 2015.

Attest:

AARON'S BACKFLOW SERVICES, INC.
(Name of Principal)

(As to Corporate Principal) Secretary

By: _____
Name/Title: _____

(Witness to Principal)

(Corporate Seal)

(Surety)

(Witness to Surety)

By: _____
Name: _____

(Attorney-in-Fact)

(Corporate Seal)

NOTE: Date of BOND must not be prior to date of Contract. If Developer/Principal is Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 03/03/2015

Consent item: Yes

SUBJECT: Change Order #1, to Latour Enterprizes, Inc. d/b/a Economy Electric Company

DEPARTMENT: Public Utilities

RECOMMENDED MOTION: Move to approve Change Order #1 to the Agreement with Latour Enterprizes, Inc. d/b/a Economy Electric Company for an amount not to exceed \$25,000; and to authorize the Mayor and City Clerk to execute all required contract documents.

SUMMARY: On November 20, 2014, the City agreed to piggyback on the Volusia County contract with Latour Enterprizes, Inc. d/b/a Economy Electric Company for an array of electrical repairs and services to the City's facilities. The current contract amount city-wide is for \$95,000.00. Of this amount \$50,000.00 was allocated to the Public Utilities Department. Utilities has encumbered \$48,500.00 so far this fiscal year, largely for work related to installing the new high service pump at the Garnsey Water Plant. Due these exceptional expenditures within the Public Utilities Department, we are seeking approval for an additional \$25,000 spending authority to provide coverage for any unforeseen emergencies in Public Utilities.

Project No.: none Funding Account No.: 40106005364610

ATTACHMENTS:

1.	Change Order No 1	CO#1 signed by vendor.pdf
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Wiggins, Julia	Created/Initiated - 01/19/2015
Wilson, Rick	Approved - 01/19/2015
Riehm, Tracey	Approved - 01/27/2015
Harden, David	Final Approval - 02/04/2015

CHANGE ORDER NO. 1
To the Piggyback Agreement dated November 20, 2014
LATOUR ENTERPRIZES, INC. D/B/A ECONOMY ELECTRIC COMPANY, Contractor

Project: Public Utilities Department – Various Electrical Services

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$95,000.00	Original Contract Times: Substantial Completion: ____ days Final Completion 323 days
Net changes from previous Change Order: No. _: \$0.00	Changes in contract time from previous Change Orders: No. _: ____ days 0 days
Contract Price prior to this Change Order: \$95,000.00	Contract Completion Date prior to this Change Order: Final Completion: 323 days
Net Increase (decrease) of this Change Order No. 1: \$25,000.00	Changes in contract time requested this Change Order No. 1: N/A
Contract Price with all approved Change Orders: \$120,000.00	Contract Times with all approved Change Orders: Final Completion: 323 days (Expires September 30, 2015)

CHANGES ORDERED:

- I. GENERAL: This Change Order is necessary to cover changes in the work to be performed under the Piggyback Agreement entered into by and between the parties on November 20, 2014.
- II. REQUIRED CHANGES: To provide for various electrical services under the direction of the Public Utilities Department. No goods shall be delivered nor services commenced hereunder until this Change Order has been fully executed by all parties.
- III. JUSTIFICATION: Change order is necessary for additional spending authorization for the Public Utilities Department.
- IV. PAYMENT: Payment for this Change Order shall be made in accordance with the terms of the Piggyback Agreement subject to a limit up to but not to exceed \$120,000.00. 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

ACCEPTED BY:
LATOUR ENTERPRIZES, INC. D/B/A ECONOMY
ELECTRIC COMPANY
Contractor

By: _____
Printed Name: _____
Title: _____

By: Joseph Wiggins
Joseph Wiggins, Secretary

Date Signed: _____

Date Signed: January 16 2015

APPROVED BY:
CITY OF PORT ORANGE
(Owner)

Affirmed:

By: _____
Printed Name: _____
Title: _____

Robin L. Fenwick, CMC, City Clerk

Date Signed: _____

Date Signed: _____



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 03/03/2015

Consent item: No

SUBJECT: Extend Landscape Contract with Tif-Jen Inc. (Bid 11-11)

DEPARTMENT: Public Works

RECOMMENDED MOTION: Move to approve the one year renewal of the Landscaping Maintenance contract (Bid #11-11) with Tif Jen, Inc., in the amount of \$247,911.16, and authorize the Mayor and City Clerk to execute contract documents as necessary.

SUMMARY:

In the Spring of 2011, Mowing and Landscaping Maintenance Contracts were competitively bid and one section of the four bid at the time was awarded to Tif Jen Inc., allowing up to five annual renewals. If approved, this will cover the period April 1, 2015 through March 31, 2016 (fourth renewal). The work to be performed will cover the same areas as previous contract as listed in the first attachment. Annual contract costs are divided among Public Works, Parks and Recreation, Stormwater and Utilities Departments and funds as follows

00143005413420	\$106,798.71
41218005413420	\$ 8,049.89
00144005723420	\$124,815.32
40106005363420	\$ 8,247.24

Project No.: <u>N/A</u>	Funding Account No.: <u>001-4300541. 34-20</u>
<u>N/A</u>	<u>412-1800-541. 34-20</u>
<u>N/A</u>	<u>001-4400-572. 34-20</u>
<u>N/A</u>	<u>401-0600-536. 34-20</u>

ATTACHMENTS:

1.	Tif Jen Cost Summary	TifJen cost summary sheets.docx
2.	Areas being mowed under this contract (sec. 4).	PWSCANNER20150219134223 (2).pdf
3.	Tif Jen Extension of Standard Contract	Extension of Standard Contract.docx

Cockcroft, Kynah
Silvey, Mike
Gomez, Joseph
Riehm, Tracey
Roberts, Margaret

Created/Initiated - 01/28/2015
Approved - 01/28/2015
Approved - 01/28/2015
Approved - 01/28/2015
Approved - 02/24/2015

TifJen - Landscape Maintenance Bid #11-11
Payment by Account

00143005413420	106,798.71
41218005413420	8,049.89
00144005723420	124,815.32
40106005363420	8,247.24
247,911.17	

TifJen	April-Sept	Oct-March
00143005413420	57,017.02	49,781.70
41218005413420	4,360.36	3,689.53
00144005723420	74,663.84	50,151.47
40106005363420	4,368.71	3,878.53
	140,409.93	107,501.24

TIFJEN

TIFJEN					Mowing 24, 36 & 39 Per Year			Weeding - 12 Per Year			Mulch -1 Per Year Mulch		Lawn Granular Fertilizer-2X Per Year			Total Annual Cost • AH Applications		
CPI Applied 1.64% Area Description				Sod Type	Square Footage	Acres	Previous Cost/Mow	With CPI Per Mow	Total Annual Cost	Previous Cost/Weed	With CPI Increase	Total Annual Cost	Previous Cost Per App.	With CPI Increase	Previous Cost Application		With CPI	Total Annual Cost
1	City Hall	4300	St.Aug.	528,000	12.12	448.58	455.94	17,781.60	75.95	77.19	926.29	1,896.63	1,929.76	1,215.12	1,235.05	2,470.10	23,107.75	
2	Dunlawton Medians & Parkways from Sp.Creek Road, east, to US1**	4300	St.Aug.	22,792	0.52	94.17	95.72	3,732.93	25.32	25.73	308.76	379.73	385.95	60.76	61.75	123.50	4,551.15	
3	Fire Station #1on US 1	4300	St.Aua.	30,204	0.69	68.86	69.99	2,519.50	20.25	20.58	247.01	253.15	257.30	72.91	74.10	148.21	3,172.01	
4	Fire Station #2 on Spruce Creek Road	4300	Bahai	55,124	1.27	139.74	142.03	5,113.10	40.50	41.17	494.02	632.68	643.25	131.64	133.80	267.59	6,517.97	
5	Fire Station #3 on City Center	4300	St.Aug.	112,100	2.57	43.54	44.26	1,725.98	20.25	20.58	247.01	379.73	385.95	263.28	267.59	535.19	2,894.13	
6	Fire Station #4 on Airoort Road	4300	St.Aua.	18,635	0.43	68.86	69.99	2,519.50	25.32	25.73	308.76	506.30	514.60	50.63	51.46	102.92	3,445.78	
7	Fire Station #5 on Town West Blvd.	4300	Bahai	50,979	1.17	139.74	142.03	5,113.10	116.45	118.36	1,420.31	1,139.10	1,157.86	121.51	123.50	247.01	7,938.27	
R	Gateway Park	4300	St.Aua.	5,451	0.13	68.86	69.99	2,519.50	10.13	10.29	123.50	506.30	514.60	20.25	20.58	41.17	3,198.77	
9	Parks Department facility (Wiltshire Blvd.)	4300	SLAug.	37,902	0.87	68.66	69.99	2,519.50	10.13	10.29	123.50	506.30	514.60	96.20	97.77	195.55	3,353.16	
10	*RCC Facility (old pd)	4300	St.Aug.	65,721	1.51	195.43	198.64	7,746.84	30.38	30.88	370.51	1,265.75	1,286.51	156.95	159.53	319.05	9,722.92	
11	Police Department (new.Clvde Morris)	4300	Bahai	138,140	3.17	261.25	265.54	9,559.27	126.58	128.65	1,543.61	4,430.13	4,502.78	318.97	324.20	648.40	16,254.26	
12	Public Works Facility	4300	SLAug.	48,561	1.11	94.17	95.72	3,445.78	25.32	25.73	308.76	886.03	900.56	116.45	118.36	236.72	4,891.82	
13	US\$1 Medians&Pkwy, from north City Limits sign to Fleming**	4300	St Aug	75,171	1.73	372.64	378.75	14,771.17	35.44	36.02	432.27	1,518.90	1,543.81	182.27	185.26	370.51	17,117.76	
14	Victoria Gardens Boulevard - medians	4300	1	1,252	0.03	0.00	0.00	0	20.25	20.58	247.01	379.73	385.95	0.00	0.00	0.00	632.96	
15	Spruce Creek & Hewitt Drive easement (add10/1/2012) 24 MOWS***	1800		15,210	0.35	55.00	55.90	1,341.65	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,341.65	
1R	Spruce Creek Estates Retention Pond (add10/1/2012)24 MOWS***	1800		58,160	1.34	225.00	228.69	5,488.56	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,488.56	
17	Dunlawton FOOT Retention Pond /west side of Sp.Creek Rd124Mows***	1800		9,260	0.21	50.00	50.82	1,219.68	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,219.68	
18	Adult Activity Center	4400		St.Aua.	51172	1.17	144.80	147.18	5,298.36	25.32	25.73	308.76	632.88	643.25	126.58	128.65	257.30	6,507.67
19	Airport Road park	4400		87,064	2.00	271.38	275.83	9,929.79	75.95	77.19	926.29	1,645.48	1,672.46	0.00	0.00	0.00	12,528.53	
20	Amphitheater	4400	SLAug.	61,705	1.42	94.17	95.72	3,732.93	20.25	20.58	247.01	506.30	514.60	151.89	154.38	308.76	4,803.31	
21	Buschman Park	4400		235,675	5.41	397.95	404.48	14,561.22	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	14,561.22	
22	Causeway - Park & Medians, east of US 1	4400	St.Aug.	325,717	7.48	322.01	327.29	11,782.36	126.58	128.65	1,543.81	1,265.75	1,286.51	754.39	766.76	1,533.52	16,146.19	
23	City Center Sports Complex	4400	St.Aug.	247,662	5.69	220.75	224.37	8,750.31	20.25	20.58	247.01	866.03	900.56	582.25	591.79	1,183.59	11,081.47	
24	Gymnasium	4400		179,450	4.12	94.17	95.72	3,732.93	20.25	20.58	247.01	759.45	771.90	415.17	421.97	843.95	5,595.80	
25	Jackson Street / Memorial Park	4400		54.1 so	1.24	170.12	172.91	6,224.64	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6,224.64	
2fi	Riverside Park/Chamber	4400	H	95,438	2.19	94.17	95.72	3,445.78	20.25	20.56	247.01	379.73	385.95	0.00	0.00	0.00	4,078.75	
27	Soruce Creek Road Recreational Facility	4400		79,291	1.82	170.12	172.91	6,224.64	10.13	10.29	123.50	126.58	128.65	0.00	0.00	0.00	6,476.80	
2P	Willow Run Park	4400		26,481	0.61	109.36	111.15	4,001.56	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,001.56	
27	Riverwalktadded to Landscape contract eff. 10/1/2012)***	4400		585,941	13.45	820.00	833.45	32,504.47	25.00	25.41	304.92	0.00	0.00	0.00	0.00	0.00	32,809.39	
2or	Public Utilities Warehouse	0600	StAua	22,500	0.52	94.17	95.72	3,445.78	20.25	20.58	247.01	759.45	771.90	60.76	61.75	123.50	4,588.20	
31	Dunlawton FOOT Retention Pond (east side of Sp.Creek Rd)24Mows***	0600		28,520	0.65	150.00	152.46	3,659.04	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,659.04	
TOTAL EACH COLUMN					3,353,428	76.98	5,547.86	5,636.84	204,411.47	946.47	961.99	11,543.86	21,644.33	21,999.29	4,897.95	4,978.27	9,956.55	247,911.17

106,798.71 4300

8,049.89 1800

124,815.32 4400

8,247.24 0600

SECTION 4 - Landscape Maintenance Bid Sheet
AREA DESCRIPTIONS - 24, 36 and 39 MOWS PER YEAR

TIF JEN																
CPI Applied 1.64%					Mowing 24, 36 & 39 Per Year			Weeding - 12 Per Year			Mulch - 1 Per Year		Lawn Granular Fertilizer-2X Per Year.			Total Annual
Area	Description	Sod Type	Square Footage	Acres	Previous Cost/Mow	With CPI Per Mow	Total Annual Cost	Previous Cost/Weed	With CPI Increase	Total Annual Cost	Previous Cost Per App.	With CPI Increase	Previous Cost Application	With CPI	Total Annual Cost	Cost - All Applications
1	*City Hall	St.Aug.	528,000	12.12	448.58	465.94	17,781.60	75.95	77.19	926.29	1,898.63	1,928.76	1,215.12	1,235.05	2,470.10	23,107.75
2	Durlawton Medians & Parkways from Sp Creek Road, east, to US1 **	St.Aug.	22,792	0.52	94.17	95.72	3,732.93	25.32	25.73	308.76	379.73	385.95	60.76	61.75	123.50	4,551.15
3	Fire Station #1 on US 1	St.Aug.	30,204	0.69	88.86	89.99	2,519.50	20.25	20.58	247.01	253.15	257.30	72.91	74.10	148.21	3,172.01
4	Fire Station #2, on Spruce Creek Road	Bahai	55,124	1.27	139.74	142.03	5,113.10	40.50	41.17	494.02	632.88	643.25	131.64	133.80	267.59	6,517.97
5	*Fire Station #3 on City Center	St.Aug.	112,100	2.57	43.54	44.26	1,725.98	20.25	20.58	247.01	379.73	385.95	263.28	267.59	535.19	2,894.13
6	Fire Station #4 on Airport Road	St.Aug.	18,635	0.43	88.86	89.99	2,519.50	25.32	25.73	308.76	506.30	514.60	50.63	51.46	102.92	3,445.78
7	Fire Station #5 on Town West Blvd.	Bahai	50,979	1.17	139.74	142.03	5,113.10	116.45	118.36	1,420.31	1,139.18	1,157.86	121.51	123.50	247.01	7,998.27
8	Gateway Park	St.Aug.	5,451	0.13	68.86	69.99	2,519.50	10.13	10.29	123.50	506.30	514.60	20.25	20.58	41.17	3,198.77
9	Parks Department facility (Wilshire Blvd.)	St.Aug.	37,902	0.87	88.86	89.99	2,519.50	10.13	10.29	123.50	506.30	514.60	96.20	97.77	195.55	3,353.16
10	*RCC Facility (old pd)	St.Aug.	65,721	1.51	185.43	198.64	7,746.84	30.38	30.88	370.51	1,265.75	1,298.51	156.95	159.53	319.05	9,722.92
11	Police Department (new Clyde Morris)	Bahai	138,140	3.17	261.25	265.54	9,559.27	126.58	128.65	1,543.81	4,430.13	4,502.78	318.97	324.20	648.40	16,254.26
12	Public Works Facility.	St.Aug.	48,561	1.11	94.17	95.72	3,445.78	25.32	25.73	308.76	886.03	900.56	116.45	118.36	236.72	4,891.82
13	US1 Medians&Pky, from north City Limits sign to Fleming **	St.Aug.	75,171	1.73	372.84	378.75	14,771.17	35.44	36.02	432.27	1,518.90	1,543.81	182.27	185.26	370.51	17,117.76
14	Victoria Gardens Boulevard - medians		1,252	0.03	0.00	0.00	0	20.25	20.58	247.01	379.73	385.95	0.00	0.00	0.00	632.96
15	Spruce Creek & Hewitt Drive easement (add10/1/2012) 24 MOWS***		15,210	0.35	55.00	55.90	1,341.65	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,341.65
16	Spruce Creek Estates Retention Pond (add10/1/2012) 24 MOWS***		58,160	1.34	225.00	228.69	5,488.56	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,488.56
17	Durlawton FDOT Retention Pond (west side of Sp Creek Rd)24Mows***		9,260	0.21	50.00	50.82	1,219.68	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,219.68
18	Adult Activity Center	St.Aug.	511,772	1.17	144.80	147.18	5,298.36	25.32	25.73	308.76	632.88	643.25	126.58	128.65	257.30	6,507.67
19	Airport Road park		87,064	2.00	271.38	275.83	9,929.79	75.95	77.19	926.29	1,645.48	1,672.46	0.00	0.00	0.00	12,528.53
20	*Amphitheater	St.Aug.	61,705	1.42	94.17	95.72	3,732.93	20.25	20.58	247.01	506.30	514.60	151.89	154.38	308.76	4,803.31
21	Buschman Park		235,675	5.41	397.95	404.48	14,561.22	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	14,561.22
22	Causeway - Park & Medians, east of US 1	St.Aug.	325,717	7.48	322.01	327.29	11,782.36	126.58	128.65	1,543.81	1,265.75	1,286.51	754.39	766.76	1,533.52	16,146.19
23	*City Center Sports Complex	St.Aug.	247,662	5.69	220.75	224.37	8,750.31	20.25	20.58	247.01	886.03	900.56	582.25	591.79	1,183.59	11,081.47
24	*Gymnasium	St.Aug.	179,450	4.12	94.17	95.72	3,732.93	20.25	20.58	247.01	759.45	771.90	415.17	421.97	843.95	5,595.80
25	Jackson Street / Memorial Park		54,150	1.24	170.12	172.91	6,224.64	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6,224.64
26	Riverside Park/Chamber		95,438	2.19	94.17	95.72	3,445.78	20.25	20.58	247.01	379.73	385.95	0.00	0.00	0.00	4,078.75
27	Spruce Creek Road Recreational Facility		79,291	1.82	170.12	172.91	6,224.64	10.13	10.29	123.50	126.58	128.65	0.00	0.00	0.00	6,476.80
28	Willow Run Park		26,481	0.61	109.36	111.15	4,001.58	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,001.58
29	Riverwalk(added to Landscape contract eff. 10/1/2012)***		585,941	13.45	820.00	833.45	32,504.47	25.00	25.41	304.92	0.00	0.00	0.00	0.00	0.00	32,809.39
30	Public Utilities Warehouse	St.Aug.	22,500	0.52	94.17	95.72	3,445.78	20.25	20.58	247.01	759.45	771.90	60.76	61.75	123.50	4,588.20
31	Durlawton FDOT Retention Pond (east side of Sp.Creek Rd)24Mows***		28,520	0.65	150.00	152.46	3,659.04	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,659.04
TOTAL EACH COLUMN			3,353,428	76.98	5,547.86	5,638.84	204,411.47	946.47	961.99	11,543.86	21,644.33	21,999.29	4,897.95	4,978.27	9,956.55	247,971.17

EXTENSION OF STANDARD CONTRACT FOR SERVICES

THIS EXTENSION OF STANDARD CONTRACT FOR SERVICES ("Extension") is made and entered into the day and year set forth hereinafter by and between the **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation located at 1000 City Center Circle, Port Orange, Volusia County, Florida 32129-4144 (the "City"), and **TIF-JEN, INC.**, a Florida corporation whose principal address is 824 Chickadee Drive, Port Orange, Florida 32127 (the "Contractor"). (The City and the Contractor are hereinafter collectively referred to as the "Parties.")

WHEREAS, the Parties entered into a Standard Contract for Services on May 1, 2011 (the "Contract"); and

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

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

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

WHEREAS, the parties exercised the third renewal option for the period April 1, 2014 through March 31, 2015; and

WHEREAS, the Parties desire to exercise the fourth renewal option for the period April 1, 2015 through March 31, 2016, as set forth in this Extension.

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

1. The term of the Contract is hereby extended for a one (1) year period, commencing April 1, 2015, and expiring at midnight on March 31, 2016.

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

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

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

[remainder of page intentionally left blank]

Witnesses:

TIF-JEN, INC.

Printed Name: _____

By: _____
Robert A. Loosch, President

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Robert A. Loosch, as President of Tif-Jen, Inc. a Florida corporation, and who:

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

City of Port Orange

Printed Name: _____

By: _____
Allen Green, Mayor

Printed Name: _____

Attest:

Printed Name: _____

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 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:

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:



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 03/03/2015

Consent item: Yes

SUBJECT: Approval of Change Order No. 1 to the Contract for Services with Flowers Chemical Laboratories

DEPARTMENT: Public Utilities

RECOMMENDED MOTION: Move to approve Change Order No. 1 to the Standard Contract for Services with Flowers Chemical Laboratories, Inc., in an amount not to exceed \$25,000 for a total contract amount not to exceed \$50,000.00; and to authorize the Mayor and City to execute all required contract documents.

SUMMARY: On September 16, 2014, the City entered into a Standard Contract for Services with Flowers Chemical Laboratories, Inc. to provide our Lab Operations with analytical and environmental testing services in the amount of \$25,000.00. Change Order No. 1, in the amount of \$25,000.00 for a new total amount of \$50,000.00, is needed to cover an unexpected issue with another lab. We will need to increase our annual expenditures with this vendor. This amount should carry the Lab Operations through the rest of this fiscal year.

Project No.: none Funding Account No.: 40108005363113

ATTACHMENTS:

1.	Signed CO#1 documents	CO#1 Contract docs signed by vendor.pdf
2.	Certificate of Insurance	PORT ORANGE INS CERTIFICATE.pdf

Wiggins, Julia	Created/Initiated - 01/30/2015
Wilson, Rick	Approved - 01/30/2015
Neff, Andrew	Approved - 01/30/2015
Riehm, Tracey	Approved - 02/06/2015
Gomez, Joseph	Approved - 02/09/2015
Harden, David	Final Approval - 02/09/2015

CHANGE ORDER NO. 1
To Standard Contract for Services dated September 16, 2014
FLOWERS CHEMICAL LABORATORIES, INC., Contractor

Project: Provide analytical and environmental testing services

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$25,000.00	Original Contract Times: Substantial Completion: ____ days Final Completion 365 days
Net changes from previous Change Order: No. __: \$0.00	Changes in contract time from previous Change Orders: No. __: ____ days 0 days
Contract Price prior to this Change Order: \$25,000.00	Contract Completion Date prior to this Change Order: Final Completion: 365 days
Net Increase (decrease) of this Change Order No. 1 : \$25,000.00	Changes in contract time requested this Change Order No. __: N/A
Contract Price with all approved Change Orders: \$50,000.00	Contract Times with all approved Change Orders: Final Completion: 365 days (September 30, 2015)

CHANGES ORDERED:

- I. **GENERAL:** This Change Order is necessary to cover changes in the work to be performed under the Standard Contract for Services entered into by and between the parties on September 16, 2014.
- II. **REQUIRED CHANGES:** To provide for analytical and environmental testing services. No goods shall be delivered nor services commenced hereunder until this Change Order has been fully executed by all parties.
- III. **JUSTIFICATION:** Due to an unanticipated issue with another lab, we will need to increase our expenditures with Flowers chemical Laboratories, Inc. This change order amount should carry us through this fiscal year.
- 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 **Fifty Thousand Dollars and no cents (\$50,000.00.)** 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
Department

By: _____
Andrew Neff, Public Utilities Director

Date Signed: _____

APPROVED BY:
CITY OF PORT ORANGE
(Owner)

By: _____

Printed Name: _____

Title: _____

Date Signed: _____

ACCEPTED BY:
FLOWERS CHEMICAL LABORATORIES, INC.
Contractor

By: _____
Jefferson S. Flowers, President

Date Signed: 2/2/15

Affirmed:

Robin L. Fenwick, CMC, City Clerk

Date Signed: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/2/2015

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 Lykes Insurance, Inc. P. O. Box 2703 Winter Park FL 32790		CONTACT NAME: Myrna Sanchez PHONE (A/C, No, Ext): 407-644-5722 FAX (A/C, No): 407-628-1363 E-MAIL ADDRESS: msanchez@lykesinsurance.com	
INSURED FLOWE-2 Flowers Chemical Laboratories P.O. Box 150597 Altamonte Springs FL 32715		INSURER(S) AFFORDING COVERAGE INSURER A: Indian Harbor 36940 INSURER B: Sentinel Insurance Company Ltd 11000 INSURER C: The Zenith Insurance Co. 13269 INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1827459583

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC	Y		GEC001104813	1/31/2015	1/31/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 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 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS			21UECPP0303	6/15/2014	6/15/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ OCCUR ☒ CLAIMS-MADE DED ☒ RETENTION \$10,000			UEC001353213	1/31/2015	1/31/2016	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Z067939110	1/1/2015	1/1/2016	☒ WC STATUTORY LIMITS E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liab/Pollution			PEC000386914	1/31/2015	1/31/2016	Ea Claim \$1,000,000 Aggregate \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

City of Port Orange is an Additional Insured with regards to General Liability.

CERTIFICATE HOLDER**CANCELLATION**

City of Port Orange Attn: Julia Wiggins 1000 City Center Circle Port Orange FL 32129	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 <i>William P. Joubert</i>

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CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 03/03/2015

Consent item: Yes

SUBJECT: Bid Award 15-09 Reclaimed Water Reservoir Outfall and Filtration Project to Sawcross, Inc.

DEPARTMENT: Public Utilities

RECOMMENDED MOTION: Move to award the bid to Sawcross Inc. for construction of the Reclaimed Water Reservoir Outfall and Filtration Project, in the amount of \$2,070,000; and to authorize the Mayor and City Clerk to execute all required contract documents.

SUMMARY:

Per the August 21, 2014 consent order issued by the Florida Department of Environmental Protection, construction of the Reclaimed Water Reservoir Outfall and Filtration Project is required to have commenced prior to May of 2015, and then be completed by February of 2016. This project will allow highly treated effluent to continue to be stored in our existing reclaimed water reservoir lake system, or be discharged directly into adjacent wetlands. The additional reservoir storage allowed under the recently issued DEP/SJRWMD Permit criteria along with the Disk Filter being constructed with this project will provide a means to filter lake water during high reclaimed water demand periods, thereby assisting in augmenting our reclaimed water supply for our expanding customer base. This project, working in conjunction with our recently purchased Solar Bee Mixers, will allow for improved water treatment and the circular flow of effluent water through our existing reservoir system. This construction project was advertised with three bids being received and opened on 1-29-15, see bid tab attached. Sawcross Inc. was determined to be the lowest responsive bidder.

Utilities requests Council approval to award this construction contract to Sawcross, Inc. at this time for \$2,070,000.

Project No.: RIM005 Funding Account No.: 405-0400-535-63-97

ATTACHMENTS:

1.	Bid Tabulation	15-09_Bid_Tabulation.pdf
2.	15-09 Env #1	15-09 Envelope #1 - Sawcross Inc.pdf
3.	Bid 15-09 Env #2	15-09 Envelope #2 - Sawcross Inc.pdf
4.	FDEP Consent Order	Consent Order dated 8.21.14.pdf

Wiggins, Julia	Created/Initiated - 02/03/2015
Wilson, Rick	Approved - 02/03/2015
Neff, Andrew	Approved - 02/03/2015
Riehm, Tracey	Approved - 02/06/2015
Gomez, Joseph	Approved - 02/09/2015
Harden, David	Final Approval - 02/09/2015



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

BID Opening Tabulation Total

**Bid Opening, Envelope #1 & #2: Thursday January 29, 2015
(10:00 a.m. and 2:00 p.m.)**

BID # 15-09 RECLAIMED WATER RESERVOIR OUTFALL AND FILTRATION PROJECT

Bid Release Date: December 30, 2014

Mandatory Pre-Bid Meeting Date & Time: January 8, 2015 at 10:00 a.m.

Last Day for Questions: January 13, 2015 by 5:00 p.m.

Bid Due Date & Time Envelope #1 & Envelope #2: January 29, 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 29, 2015 at 10:00 a.m.

Bidder's Submittal Checklist:

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

Forms:

- ☐ 1: Bidder Acknowledgement Form: (Section 00030, page 7)
- ☐ 2: Statement of Bidder's qualifications (Section 00320, page 26)
- ☐ 3: Subcontractors List: (Section 00330, page 28)
- ☐ 4: Listing of previous experience: (Section 00331, page 29)
- ☐ 5: Bid Bond: (Section 00410, page 30)
- ☐ 6: Public entity crime statement: (Section 00470, page 32)
- ☐ 7: Anti-collusion statement: (Section 00480, page 33)
- ☐ 8: Drug free preference statement: (Section 00485, page 34)
- ☐ 9: Trench safety affidavit: (Section 00490, page 35)
- ☐ 10: Insurance certificates: Submit a copy (Section 00800A, page 156)
- ☐ 11: Certificate as to the Corporate Principal (Section 00620, page 39)
- ☐ 12: Florida Certified General Contractor License (Section N/A)

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

Price:

- ☐ 1: Schedule of Unit Prices (Section 00310, page 25)
- ☐ 2: Proposal: (Section 00300, Addendum #1)

BID # 15-09 RECLAIMED WATER RESERVOIR OUTFALL AND FILTRATION PROJECT

Bid/Proposal Receipt List

15-09 Envelope #1 Requirements 1 Original, 2 Copies, 1 CD or Flash		Sawcross Inc	Prime Const. Group	Wharton-Smith	
1	Bidder Acknowledgement Form	✓	✓	✓	
2	Statement of Bidder's Qualifications	✓	✓	✓	
3	Listing of Previous Experience	✓	✓	✓	
4	Subcontractors List	✓	✓	✓	
5	Bid Bond	✓	✓	✓	
6	Public Entity Crime Statement	✓	✓	✓	
7	Anti-Collusion Statement	✓	✓	✓	
8	Drug Fee / Tie Preference Statement	✓	✓	✓	
9	Trench Safety Affidavit	✓	✓	✓	
10	Insurance Certificates	✓	✓	✓	
11	Certificate as to the Corporate Principal	✓	✓	✓	
12	Florida Certified General Contractor License	✓	✓	✓	

15-09 Envelope #2 Requirements 1 Original, 2 Copies, 1 CD or Flash		Sawcross	Prime Const. Group	Wharton-Smith	
1	Schedule of Unit Prices	✓	✓	✓	
2	Proposal (Addendum #1)	\$2,070,000.00	\$2,878,000.00	\$2,078,000.00	

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

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

15-09 Bid Opening



SECTION 00050



City of Port Orange

Purchasing Division
1000 City Center Circle
Port Orange, Florida 32129
Telephone (386) 506-5704
Fax (386) 506-5711

BIDDER'S SUBMITTAL CHECKLIST

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.

Bidder's Submittal Checklist:

1. X

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

Forms:

- ☒ 1: Bidder Acknowledgement Form: (Section 00030, page 7)
- ☒ 2: Statement of Bidder's qualifications (Section 00320, page 26)
- ☒ 3: Subcontractors List: (Section 00330, page 28)
- ☒ 4: Listing of previous experience: (Section 00331, page 29)
- ☒ 5: Bid Bond: (Section 00410, page 30)
- ☒ 6: Public entity crime statement: (Section 00470, page 32)
- ☒ 7: Anti-collusion statement: (Section 00480, page 33)
- ☒ 8: Drug free preference statement: (Section 00485, page 34)
- ☒ 9: Trench safety affidavit: (Section 00490, page 35)
- ☒ 10: Insurance certificates: Submit a copy (Section 00800A, page 156)
- ☒ 11: Certificate as to the Corporate Principal (Section 00620, page 39)
- ☒ 12: Florida Certified General Contractor License (Section N/A)

2.

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

Price:

- ☐ 1: Schedule of Unit Prices (Section 00310, page 25)
- ☐ 2: Proposal: (Section 00300, page 19)

SECTION 00030



City of Port Orange

Purchasing Division
1000 City Center Circle
Port Orange, Florida 32129
Telephone (386) 506-5704
Fax (386) 506-5711

BIDDER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

BID #15-09 Reclaimed Water Reservoir Outfall and Filtration Project

Bid Release Date: **December 30, 2014**

Mandatory Pre-Bid Meeting Date & Time: **January 8, 2015 at 10:00 A.M.**

Last Day for Questions: **January 13, 2015 by 5:00 P.M.**

Bid Due Date & Time Envelope #1 & Envelope #2: **January 29, 2015 by 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: Sawcross, Inc.

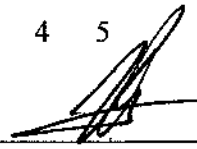
BIDDER'S MAILING ADDRESS: 10970 New Berlin Road

CITY-STATE-ZIP: Jacksonville, FL 32226

PHONE NUMBER: (904) 751-7500 EMAIL: markh@sawcross.com

ACKNOWLEDGMENT OF ADDENDA: 0 ① 2 3 4 5
(You must circle the correct # of addenda issued)

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 
AUTHORIZED SIGNATURE (MANUAL)
Mark Hickinbotham
NAME (TYPED)
President
TITLE
01/29/15
DATED

SECTION 00100

1.23 ACKNOWLEDGMENT OF ADDENDA

Acknowledgment is hereby made of the following Addenda received since issuance of Drawings and Specifications. The bidder declares that he has verified that all addenda have been received.

Addendum No. 1 Dated: 01/15/15
Addendum No. Dated:
Addendum No. Dated:

Addendum No. Dated:
Addendum No. Dated:
Addendum No. Dated:

Attached hereto is a cashier's check on the N/A Bank of
N/A or Bid Bond for the sum of
5% of the Bid Amount Dollars (5% of Bid Amount),
made payable to City of Port Orange (Owner).

Sawcross, Inc.
(Name of Bidder) (Affix Seal)

(Signature of Officer)
President
(Title of Officer)

Sawcross, Inc.
Name of Bidder
10970 New Berlin Road
Address
Jacksonville, FL 32226
City/State/Zip
(904) 751-7500
Telephone
CGC036203
Contractor's Florida License Number

The full names and residences of persons and firms interested in the foregoing bid, as principals, are as follows:
Mark Hickinbotham, 10970 New Berlin Road, Jacksonville, FL 32226

END OF SECTION

SECTION 00320

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The bidder may submit any additional information he desires.

- A. Name of bidder.
Sawcross, Inc.
- B. Permanent main office address.
10970 New Berlin Road, Jacksonville, FL 32226
- C. When organized.
07/31/1992
- D. If a corporation, where incorporated.
State of Florida
- E. How many years have you been engaged in the contracting business under your present firm or trade name?
22 years
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
Please see attached Schedule of Current Projects.
- G. General character of work performed by your company.
General Contracting & Engineering work.
- H.⁽¹⁾ Have you ever failed to complete any work awarded to you? If so, where and why?
No.
- 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.
None.
- I. Have you ever defaulted on a contract? If so, where and why?
No.
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.
Please see attached Project Reference Sheets.
- K. List your major equipment Please see attached Equipment List.
- L. Experience in construction work similar in type to this project.
Please see attached Project Reference Sheets.
- M. Background and experience of the principal members of your organization, including the officers.
Please see attached Officer Resume.
- N. Credit available: \$ Please see attached Firm Profile Sheet.
- O. Give bank reference: Please see attached Firm Profile Sheet.
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?
Yes.

SECTION 00320

- Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated at Sawcross, Inc. this 29th day of January, 20 15.


Sawcross, Inc.
Name of Bidder

By: Mark Hickinbotham, President
Title

State of Florida

County of Duval

Mark Hickinbotham being duly sworn deposes and says that
he is the President of Sawcross, Inc. and that
the answers to the Sawcross, Inc. foregoing questions
Name of Organization
and all statements therein contained are true and correct.

Subscribed and sworn to before me this 29th day of January, 20 15.


Notary Public

Debra S. Shortz
Notary Public (Print or Type)

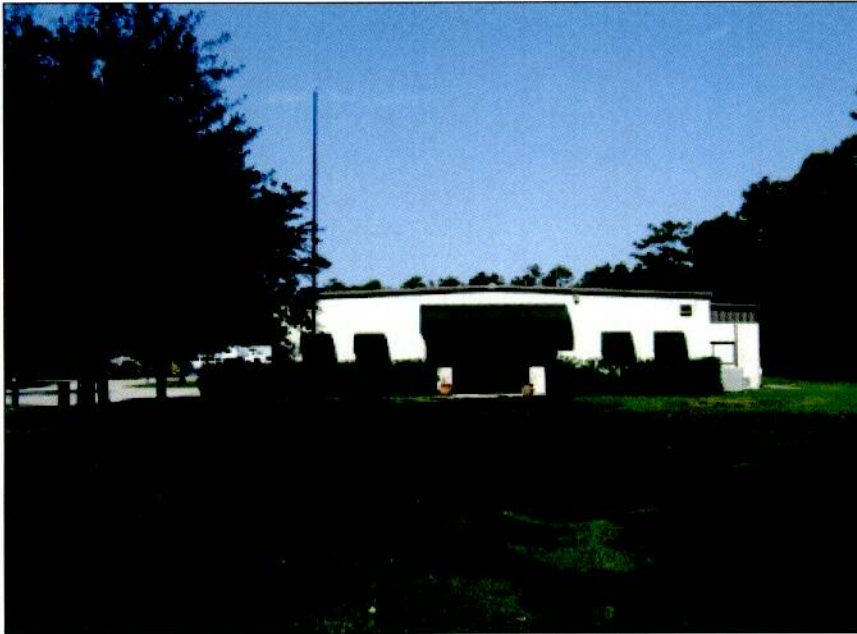


My commission expires: 11/13/15

END OF SECTION

SAWCROSS

Firm Profile Page 1 of 2



Our mission is to provide design and construction services that exceed the customer's expectations, while delivering the highest degree of value to our customers.

Sawcross, Inc., is a licensed General Contractor and Engineering firm operating in Florida and Georgia. Incorporated in 1992, we specialize in commercial water and wastewater treatment facilities, large industrial fuel delivery services, industrial ventilation systems and pump stations.

Our ability to deliver quality is evident in the customers that repeatedly use our services. Each project is skillfully managed from Pre-Construction to Final Completion with a focus on Owner value. From this focus a foundation of commitment, dedication and aptitude is built upon.

Our highly experienced staff are committed to managing projects that emphasize sensible proactive methods. This proven expertise of our employees is demonstrated on each project resulting in good safety inspections, cost effective decisions and confidence driven client relationships.

Market Segments

- Waste Water Treatment Plants
- Water Treatment Plants
- Reuse Plants
- Pump Stations
- Industrial Ventilation Systems
- Fuel Delivery Systems
- Commercial

Services

- Constructability Reviews
- Quality Control
- Risk Analysis
- Sustainability Reviews
- Value Analysis
- Design-Build
- Construction Management

Client Variety

- Commercial
- Private Industry
- Public Municipalities

Key Personnel

- Mark Hickinbotham, President
- Dan Stoneberger, Sr Project Manager
- Travis Tilton, Project Manager
- Kevin DiQuisto, Project Manager
- Barry Milam, Superintendent
- Jimmy Cornett, Superintendent
- Justin Williams, Superintendent
- Charles Troutman, Superintendent
- Arthur Fleming, Superintendent
- Asa Whitehead, Superintendent
- Debbie Shortz, Director of Business Operations
- Marie Baker, Pre-Construction Services Manager



SAWCROSS

CONTRACTORS & ENGINEERS

CGC036203/EB8465

10970 NEW BERLIN ROAD
JACKSONVILLE, FL 32226

OFFICE: (904) 751-7500

FAX: (904) 751-0600

www.sawcross.com

SAWCROSS

Firm Profile Page 2 of 2

General Questions

1. *Incorporation Date?* **July 31, 1992**
2. *How many years has your organization been in business under your present business name?* **22 years**
3. *Within the last ten (10) years, has any contract for construction held by the proposer been considered in default or terminated for cause?* **None**
4. *Within the last ten (10) years, has proposer's contract or any portion of the work connected to the contract been completed by the Owner or proposer's surety?* **No**
5. *Within the last ten (10) years, has proposer been debarred or suspended for any reason by any federal, state or local government procurement agency or refrained from bidding on a public project due to an agreement with such procurement agency?* **No**
6. *Within the last five (5) years, has proposer been named in any action, administrative proceeding or arbitration in which it was alleged that the proposer failed to comply with or any similar state of federal statute requiring the prompt payment of subcontractors?* **No**
7. *Within the last ten (10) years, has the proposer or any predecessor or related entities, or any officers, shareholders/partners or key personnel of the proposer ever been convicted of or plead guilty to any crime related to the bid process for contracts on public or private projects and/or involving fraud or misrepresentation?*
No

Financial Statement Requests

Sawcross, Inc., is a private corporation, therefore all requests for Financial Statements will be honored after receipt of lowest bidder.

Contact Information

Mark Hickinbotham, P.E.
markh@sawcross.com
(904) 751-7500, Extension 11

Bonding Information

Capacity: \$30,000,000 Aggregate
Surety: Western Surety Co.
Agent: USI Insurance
Address: 101 Century 21 Dr
Suite 200
Jacksonville, FL 32216
Contact: Mr. David Cain
Office: (904) 450-4704
Fax: (904) 855-0828

Banking Information

Bank: TD Bank
Address: 9715 Gate Parkway N
Jacksonville, FL 32246
Contact: Cheryl Snider
Office: (904) 265-0286
Fax: (904) 265-0296

Dunn & Bradstreet

Number: 79-130-9834
Rating: 3A2

License Numbers

CGC036203
CMC056728
CUC056787
CFC1427748
PCC1256908
PE0036099
QB21715
EB8465
GCCO003348
GCQA003356
GAUC300564
GAUM000847



SAWCROSS

CONTRACTORS & ENGINEERS

CGC036203/EB8465

10970 NEW BERLIN ROAD
JACKSONVILLE, FL 32226

OFFICE: (904) 751-7500

FAX: (904) 751-0600

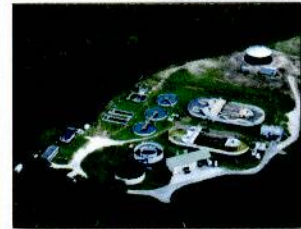
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Equipment List

This confidential information is for use in the bidding process only.

- 2001 580SM Backhoe
- 1997 LK3054 Kioti Compact Tractor
- 1999 416CIT Caterpillar Backhoe Loader
- 1999 426C I Caterpillar Backhoe Loader
- 2004 420DIT Backhoe Loader Caterpillar
- 2004 420DIT Backhoe Loader Caterpillar
- 2005 420DIT Backhoe Loader
- 2006 420EIT Backhoe Loader
- 2005 Caterpillar Dozer D3GLGP
- Komatsu Hydraulic Excavator
- Komatsu Mini Excavator
- 2002 CASE 686GXR Telescoping Boom Forklift
- 1999 TH62 Caterpillar Telescoping Boom Forklift
- 2003 Telescopic Telescoping Boom Forklift
- 2006 Genie Lift W/ Trailer Model TZ50
- 2005 Z4525 Manlift
- 2003 304CR Caterpillar Mini Trackhoe
- 2014 315 Caterpillar Trackhoe



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Current Contracts

As of 01/29/15

This confidential information is for use in the bidding process only.

Project	Contract Amount	Anticipated Completion Date
Atlantic Beach CDBG WRF	\$1,217,000.00	11/14
Bartram Oaks WTP	\$541,500.00	01/15
Heathrow Well Water Plant	\$758,600.00	03/15
JEA Buckman Digester's	\$5,010,000.00	03/16
JEA Fairfax WTP	\$1,477,000.00	04/14
SJC Anastasia Island	\$1,114,000.00	01/15
CCUA Lucy Branch	\$677,000.00	11/14
SJC South Ground Pump Station	\$455,000.00	02/15
Palm Coast WTP 3	\$1,328,000.00	01/15
SJC NW Well NW4 Wellhead	\$395,800.00	03/15
SJC NE WTP HSP System IMP	\$245,700.00	03/15
CSA US1 Water Main North Tank	\$690,765.00	09/15
SJC Marsh Landing WWTP	\$603,000.00	06/14
CSA WWTP #1 Outfall Diffuser	\$187,000.00	02/15



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PRECONSTRUCTION SERVICES

DESIGN BUILD

BID BUILD

JEA ARLINGTON BOOSTER PUMP STATION

Jacksonville, Florida



Project consisted of the construction of a new 8 MGD potable water booster pumping station at the JEA Arlington Water Treatment Plant. The station was feed from a new 36" water line from a well field on the west side of the St. Johns River and boosted pressure and supply to the City's Southside grid. Work consisted of installing a new 36" ductile iron suction header and new 36" ductile iron discharge header. Installed three (3) owner furnished 250 H.P. booster pumps with a pumping capacity of 10 MGD. Complete construction of a new 5000 s.f. pump building. Furnished and installed three (3) new variable frequency drives and one (1) master SCADA control panel complete with all field instrumentation. Furnished and installed one (1) new complete sodium hypochlorite feed system with two major injection points at the 36" suction header for mixing through pumps. Work included all site work, concrete driveway, plumbing, HVAC and landscaping. Project was completed 93 days ahead of schedule and under budget by \$49,035.00. This was a very critical project with an extremely high degree of pressure to be completed on time.

OWNER

Jacksonville Electric Authority
21 West Church Street
Jacksonville, FL 32202
Mr. Steve Wiggins
(904) 665-6314
wiggsc@jea.com

ENGINEER

CDM-Smith
8381 Dix Ellis Trail, Suite 400
Jacksonville, FL 32256
Ms. Teri Pinson, P.E.
tpinson@co.st-johns.fl.us

Project Type

Master Water Booster
Pumping Station

Original Contract Amount

\$1,765,000.00

Final Contract Amount

\$1,712,795.00

Final Completion Date

September 2013

Original Contract Time

365 days

Final Contract Time

272 days



SAWCROSS

CONTRACTORS & ENGINEERS

CGC036203/EB8465

10970 NEW BERLIN ROAD
JACKSONVILLE, FL 32226

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FAX: (904) 751-0600

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HENDRICKS WATER TREATMENT PLANT EXPANSION

Jacksonville, Florida



This project involved the expansion of the JEA Hendricks Water Treatment Plant to 10 MGD the project included a 1.25 million gallon prestressed concrete ground storage tank, three new 150 H.P. high service pumps, site work, jack & bore under CSX railway tracks, and extensive site piping with over 1500' of yard piping ranging from 16" to 30" ductile iron and pvc and the tie-in connection to the distribution system. The project also included extensive electrical work, instrumentation and SCADA work. Additional work above the contract amount was owner generated work for adding an extra VFD, refurbishing the other Crom tank and replacing the ventilation fans on top of the tank.

OWNER

Jacksonville Electric Authority
21 W. Church Street
Jacksonville, FL 32202
Mr. Steve Wiggins
(904) 665-6314
wiggsc@jea.com

ENGINEER

Waitz & Moyer
3738 Southside Blvd #101
Jacksonville, FL 32216
Mr. Dennis Dupries
(904) 642-8311
ddupries@wmice.com

Project Type

Bid/Build

Original Contract Amount

\$1,935,562.00

Final Contract Amount

\$2,218,233.00

Final Completion Date

July 2002

Original Contract Time

360 days

Final Contract Time

330 days



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10970 NEW BERLIN ROAD
JACKSONVILLE, FL 32226

OFFICE: (904) 751-7500

FAX: (904) 751-0600

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STARKE WASTEWATER TREATMENT PLANT UPGRADES

Starke, Florida



This project was for the complete upgrade of the 5 MGD WWTP for the City of Starke and consisted of complete rehabilitation of the existing aeration basins with new air diffusers, new stainless steel and ductile iron air piping, addition of new Vaughn chopper pumps with mixers for upgrade to biological nutrient removal, two new Aqua Aerobic tertiary filters, new aeration basin process slide gates, new concrete effluent pump station with two new vertical turbine effluent pumps, variable frequency drives for the effluent pumps, extensive yard piping modifications including several critical tie-ins, new plant reuse piping, all new electrical and instrumentation and all sitework including finish grading and grassing.

OWNER

City Commission,
City of Starke, Florida
209 North Thompson Street
Starke, FL 32091
Mr. Kyle Jerrels
(904) 964-7999
wwtp@cityofstarke.org

ENGINEER

Stone Engineering Group, Inc.
7400 Baymeadows Way
Suite 220
Jacksonville, FL 32256
Mr. Gary Sneddon, P.E.
(904) 448-5300
gsneddon@stonejoca.com

Project Type

Bid/Build

Original Contract Amount

\$2,011,000.00

Final Contract Amount

\$2,034,873.00

Final Completion Date

February 2009

Original Contract Time

270 days

Final Contract Time

308 days



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MARK HICKINBOTHAM, P.E.

President

Executive Profile

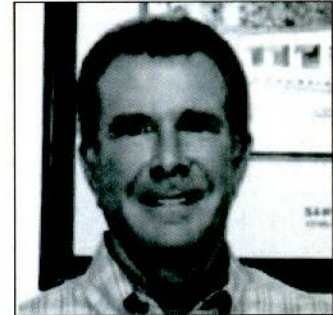
Mr. Hickinbotham started Sawcross, Inc., in 1992 as sole owner and President. He built his company by performing estimating, bidding, negotiation, contract administration and project management, which he continues today. He has 31 years of exceptional experience in general, infrastructure and water/wastewater contracting, as well as consulting engineering and mechanical/electrical equipment applications engineering. He is extremely experienced with a proven track record of successful management and execution of all facets of treatment plants and pump station design and construction.

Selected Project Experience

- Mandarin WWTP Improvements, City of Jacksonville; \$381,000
- WWTP Improvements, Florida Dept. of Corrections, \$478,000
- Sewage Treatment Plant, Moody AFB, \$670,000
- Belt Filter Press, City of Jacksonville Beach, \$715,000
- Lake Jackson WWTP, Talquin Electric, \$1,506,000
- Southeast WPCP Dewatering, City of Douglas, GA, \$1,313,000
- Repair WWTP and MCAS Beaufort, Dept. of the Navy, \$3,146,000
- Mayport Clarifiers, Dept. of the Navy, \$435,000
- Killbuck Lakes WWTP, Talquin Electric, \$1,443,000
- Repair Site 6 Pier Utilities, Dept. of the Navy, \$2,529,000
- Arlington East Sludge Holding Tank, JEA, \$2,158,000
- WWTP Improvements, City of Winter Garden, \$1,706,000
- Water System Improvements, City of Monroe, GA, \$1,723,000
- Arlington East WRF Expansion, JEA, \$4,487,000
- Gadsden East WWTP, Talquin Electric, \$1,658,000
- Hendricks WTP Expansion, JEA, \$2,218,000
- Design-Build Phase II Storm Drain, NAS Jacksonville, \$4,054,000
- Summer Camp WTP & WWTP, St. Joe Company, \$3,278,000
- Nocatee Reclaim Water Storage and Pump Station, JEA, \$2,394,000
- Starke WWTP Upgrades, City of Starke, \$2,011,000
- Normandy WTP Upgrades, City of Deltona, \$1,409,000

Special Recognition

In 2002, The United States Navy nominated Sawcross for Design/Build Project of the Year. This was for diligent execution of their Phase II Storm Drain Replacement project that Mr. Hickinbotham was the Project Manager.



Education

Bachelor of Science
Mechanical Engineering
Florida Atlantic University 1982

Professional Registrations

- FL Professional Engineer PE36099
- FL General Contractor CGC036203
- FL Mechanical Contractor CMC056728
- FL Underground Utility Contractor C056787
- FL Plumbing Contractor CFC1427748
- GA Utility Contractor UC300564

Professional Affiliations

- ASME
American Society of Mechanical Engineers
- NUCA
National Utility Contractors Association

Publications

- Patent #07-012-PTU-CL
"Vacuum Flotation Separation Technology"



SAWCROSS
CONTRACTORS & ENGINEERS
CGC036203/EB8465

10970 NEW BERLIN ROAD
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SECTION 00330

LISTING OF SUBCONTRACTORS

The Bidder proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. All subcontractors whose work product accounts for 5% or more of the total contract value shall be listed. Upon approval of subcontractors listed the successful bidder shall not substitute subcontractors without approval from the Engineer. Bidder shall attach additional sheets as necessary.

SUBCONTRACTOR	COMPANY NAME	REFERENCES
Electrical	ECONOMY ELECTRIC	1) CITY OF DELAND 2) CITY OF DAYTONA BEACH 3) CITY OF NEW SMYRNA BEACH
		1) 2) 3)
		1) 2) 3)
		1) 2) 3)
		1) 2) 3)
		1) 2) 3)

END OF SECTION

SECTION 00331

LISTING OF PREVIOUS EXPERIENCE

The bidder proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. A minimum of three (3) projects must be listed below. The Owner reserves the right to check references and confirm information provided herein.

NO.	PROJECT	OWNER	DESCRIPTION/COST	REFERENCE	DATE WORK STARTED & FINISHED MM/YR TO MM/YR
1					
		PLEASE SEE ATTACHED PROJECT REFERENCE SHEETS.			
2					
		PLEASE SEE ATTACHED PROJECT REFERENCE SHEETS.			
3					
		PLEASE SEE ATTACHED PROJECT REFERENCE SHEETS.			

END OF SECTION

SECTION 00410

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Sawcross, Inc. as Principal and Western Surety Company of the City of Chicago State of Illinois, a corporation existing under the laws of the State of Florida, as Surety, are held and firmly bound unto the City of Port Orange hereinafter called the Owner, in the sum of Five Percent of Bid Amount ----- Dollars (\$ 5.0%) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that whereas the Principal has submitted the accompanying Proposal or Bid, for the construction of:

Reclaimed Water Reservoir Outfall and Filtration Project BID #15-09

NOW, THEREFORE, if the Principal shall not withdraw said Bid within ninety (90) days after the opening of the same and in the event of the acceptance of his proposal by the Owner, shall, within the period specified therefore, enter into a written contract with the Owner in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, or in the event of the withdrawal of said Bid within the period specified, of the failure to enter into such contract and give bonds within the time specified, if the Principal shall pay the Owner the difference between the amount specified in said Bid and the amount for which the Owner may procure the required work, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

SECTION 00410

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this 27th day of January, 2015 the name and corporate seal of each corporate body being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

IN PRESENCE OF:

Witness

ATTEST:

Robbie Shaw

ATTEST:

Betsy Bryant

(Seal)

_____(Seal)

_____(Seal)

Individual or Partner

Address

Sawcross, Inc.

Corporate Principal

Mark Hickinbotham President

President AFFIX
CORPORATE SEAL

10970 New Berlin Rd.

Jacksonville, FL 32226

Address _____

By

AFFIX
CORPORATE SEAL

Western Surety Company

Corporate Surety

Corporate Surety
Michelle B. O'Steen

Michelle B. O'Steen, Attorney In Fact

Title

END OF SECTION

00410-2

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

David L Cain, Juanita W Bowditch, James J Pedoulas, Michelle B O'Steen, Individually

of Jacksonville, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 6th day of January, 2015.



WESTERN SURETY COMPANY

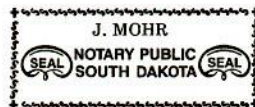
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 6th day of January, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2015



J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 27th day of January, 2015.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

SECTION 00470

PUBLIC ENTITY CRIME STATEMENT

STATE OF FLORIDA §
COUNTY OF VOLUSIA §

Before me, the undersigned authority, personally appeared affiant Mark Hickinbotham, 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: Sawcross, Inc. 

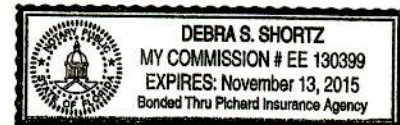
By: Mark Hickinbotham, President
Name and Title

Date: 01/29/15

The foregoing instrument was acknowledged before me this 29th day of January, 2015, by Mark Hickinbotham as President of Sawcross, Inc. and who: ☒ is personally known to me; or ☐ has produced _____ personally known _____ as identification.


Notary Public, State of Florida at Large
Printed Name, Commission Seal and Term Expiration Date
Debra S. Shortz, Expires 11/13/15

END OF SECTION



00470 - 1

SECTION 00480

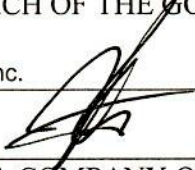
ANTI-COLLUSION STATEMENT

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: Sawcross, Inc.

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

TITLE: President

ADDRESS: 10970 New Berlin Road

CITY AND STATE: Jacksonville, FL 32226

TELEPHONE: (904) 751-7500

COMPLETION TIME: 2:00 PM on 01/29/15

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)	<u>N/A</u>
	<u>N/A</u>
	<u>N/A</u>

END OF SECTION

SECTION 00485

DRUG FREE PREFERENCE STATEMENT

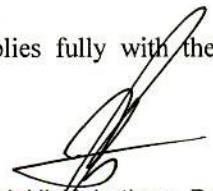
IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the city for the procurement of commodities or contractual services, a bid received 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: Sawcross, Inc.

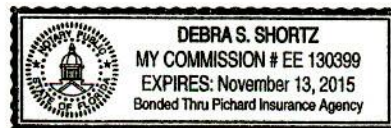

Mark Hickinbotham, President

Name and Title:

The foregoing instrument was acknowledged before me this 29th day of January, 2015, by Mark Hickinbotham, as President of Sawcross, Inc. and who: ☒ is personally known to me; or ☐ has produced _____ personally known _____ as identification.


Notary Public, State of Florida at Large
Printed Name, Commission Seal and Term Expiration Date
Debra S. Shortz, Expires 11/13/15
END OF SECTION

00485 - 1



SECTION 00490

TRENCH SAFETY AFFIDAVIT

Trench excavations on this Project are expected to be in excess of 5 feet deep. The Occupational Safety and Health Administration excavation safety standards, 29 CFR 1926.650 Subpart P trench safety standards will be in effect during the period of construction of the Project.

Bidder acknowledges that included in the Bid Price are costs for complying with the Florida Trench Safety Act (90-096, Laws of FL) effective October 1, 1990, and hereby gives assurance that, if awarded the Contract, the Contractor or Subcontractor performing trench excavation work on the Project will comply with the applicable trench safety standards. The Bidder further identifies the costs as follows:

<u>Trench Safety Item (Description)</u>	<u>Cost</u>
<u>Sloped Sides</u>	<u>100 LF at \$10.00 each</u>
<u></u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>

One-thousand dollars and 00/100.

(Cost in Words)

TOTAL \$ 1,000.00

FAILURE TO COMPLETE THE ABOVE SHALL RESULT IN THE BID BEING DECLARED NON-RESPONSIVE

COMPANY NAME: Sawcross Inc.

DATE: 01/29/15

BY: Mark Hickinbotham, President

(Additional sheets shall be attached, as needed, and items shall be organized to correspond with the bid format)

END OF SECTION

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/27/2015

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 USI Insurance Services LLC 101 Century 21 Drive, Suite 200 Jacksonville, FL 32216 904-450-4700	CONTACT NAME: Michelle O'Steen, CISR	
	PHONE (A/C, No, Ext): 904-450-4716	FAX (A/C, No): 877-775-0285
	E-MAIL ADDRESS: Michelle.Osteen@usi.biz	
INSURED Sawcross, Inc. 10970 New Berlin Road Jacksonville, FL 32226	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Bituminous Insurance Company	NAIC #: A18434
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		CLP3613950	01/01/2015	01/01/2016	EACH OCCURRENCE \$1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$150,000
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person) \$10,000
	☒ Blkt Add'l Ins						PERSONAL & ADV INJURY \$1,000,000
	☒ Blkt Waiver Subrogat						GENERAL AGGREGATE \$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$2,000,000
	☐ POLICY ☒ PROJECT ☐ LOC						\$
A	AUTOMOBILE LIABILITY			CAP3613951	01/01/2015	01/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	☐ SCHEDULED AUTOS						\$
	☒ NON-OWNED AUTOS						
A	UMBRELLA LIAB	☒ OCCUR		CUP2804277	01/01/2015	01/01/2016	EACH OCCURRENCE \$5,000,000
	EXCESS LIAB	☐ CLAIMS-MADE					AGGREGATE \$5,000,000
	DED ☒ RETENTION \$10,000						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC3613949	01/01/2015	01/01/2016	☒ WC STATUTORY LIMITS ☐ OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A				E.L. EACH ACCIDENT \$500,000
							E.L. DISEASE - EA EMPLOYEE \$500,000
							E.L. DISEASE - POLICY LIMIT \$500,000
A	Ltd PollutionLiab			CLP3613950	01/01/2015	01/01/2016	\$1,000,000
A	Installation			CLP3613950	01/01/2015	01/01/2016	\$1,000,000
A	Lease/Rent Eqpmt			CLP3613950	01/01/2015	01/01/2016	\$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Contractors

Name of Project: City of Port Orange Reclaimed Water Reservoir Outfall and Filtration BID #15-09

30 Day Notice of Cancellation is provided except for 10 Days Notice of Cancellation due to non-payment.

City of Port Orange elected officials, officers, employees, volunteers, representatives, agents and any affiliates are to be included as Additional Insured upon award of contract to Named Insured.

CERTIFICATE HOLDER

CANCELLATION

City of Port Orange
1000 City Center Circle
Port Orange, FL 32129-0000

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

Guarita Bowditch

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SECTION 00620

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Frances Hickinbotham, certify that I am the Corporate secretary of the corporation named as Principal in the within Bid Bond; that Mark Hickinbotham who signed the said Bid Bond on behalf of the Principal was then of said corporation; that I know his signature, and his signature thereto is genuine; and that said Bid Bond was duly signed, sealed and attested for in behalf of said corporation by authority of its governing body.

Name of Firm: Sawcross, Inc.



Frances Hickinbotham

Corporate Secretary Signature

01/29/15

Date

AFFIX CORPORATE SEAL

END OF SECTION

000620-1



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783**

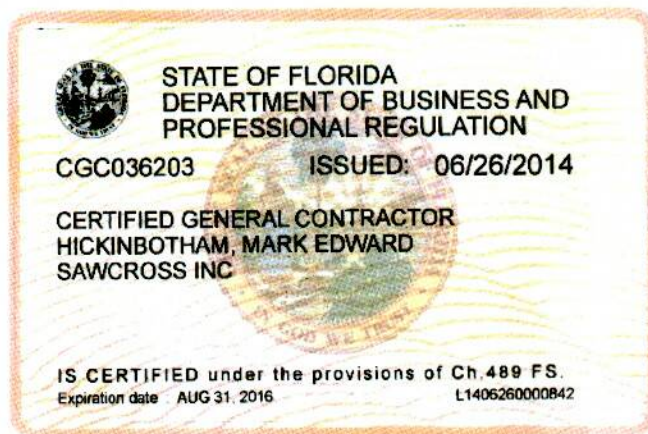
(850) 487-1395

**HICKINBOTHAM, MARK EDWARD
SAWCROSS INC
8127 WEKIVA LANE
JACKSONVILLE FL 32256**

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!



DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD**

LICENSE NUMBER

CGC036203

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2016

**HICKINBOTHAM, MARK EDWARD
SAWCROSS INC
10970 NEW BERLIN ROAD
JACKSONVILLE FL 32226-2270**



ISSUED: 06/26/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1406260000842

SECTION 00050



City of Port Orange

Purchasing Division
1000 City Center Circle
Port Orange, Florida 32129
Telephone (386) 506-5704
Fax (386) 506-5711

BIDDER'S SUBMITTAL CHECKLIST

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.

Bidder's Submittal Checklist:

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

Forms:

- ☐ 1: Bidder Acknowledgement Form: (Section 00030, page 7)
- ☐ 2: Statement of Bidder's qualifications (Section 00320, page 26)
- ☐ 3: Subcontractors List: (Section 00330, page 28)
- ☐ 4: Listing of previous experience: (Section 00331, page 29)
- ☐ 5: Bid Bond: (Section 00410, page 30)
- ☐ 6: Public entity crime statement: (Section 00470, page 32)
- ☐ 7: Anti-collusion statement: (Section 00480, page 33)
- ☐ 8: Drug free preference statement: (Section 00485, page 34)
- ☐ 9: Trench safety affidavit: (Section 00490, page 35)
- ☐ 10: Insurance certificates: Submit a copy (Section 00800A, page 156)
- ☐ 11: Certificate as to the Corporate Principal (Section 00620, page 39)
- ☒ 12: Florida Certified General Contractor License (Section N/A)

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

Price:

- ☒ 1: Schedule of Unit Prices (Section 00310, page 25)
- ☒ 2: Proposal: (Section 00300, page 19)

**CITY OF PORT ORANGE
RECLAIMED WATER RESERVOIR OUTFALL AND FILTRATION SYSTEM
SCHEDULE OF UNIT PRICES**

Page 25

**SECTION 00300
PROPOSAL**

FOR

**RECLAIMED WATER RESERVOIR OUTFALL AND FILTRATION SYSTEM
(To be Completed in Duplicate)**

Bidder's Name: Sawcross, Inc.,

Submitted: January 29, 2015

City of Port Orange
Finance Department
1000 City Center Circle
Port Orange, Florida 32129

Gentlemen:

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Proposal, as principal or principals, is or are named herein and that no other persons than herein mentioned has any interest in the Proposal or the Contract to which the work pertains; that this Proposal is made without connection or arrangement with any other person, company, or parties making a bid or proposal and that the Proposal is in all respects fair and made in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and that from personal knowledge and experience, or that he/she has made sufficient test holes and/or other subsurface investigations to fully satisfy self that such site is a correct and suitable one for this work and he/she assumes full responsibility therefore; that he/she is familiar with all legal requirements (Federal, State and local laws, ordinances, rules and regulations) pertaining to the Work; that he/she has examined the Drawings and Specifications for the work and from his/her own experience or from professional advice that the Drawings and Specifications are sufficient for the work to be done and he/she has examined the other Contract Documents and all addenda relating thereto, and that he/she has satisfied himself/herself fully, relative to all matters and conditions with respect to the work to which this Proposal pertains.

The Bidder proposes and agrees, if this Proposal is accepted, to contract with the City of Port Orange, (Owner) in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, transportation, and labor and to perform all work necessary to complete the Work specified in the Proposal and other Contract Documents.

The Bidder further proposes and agrees to comply in all respects with the time limits for commencement and completion of the Work as stated in the Contract Form.

The Bidder further agrees that the deductions for liquidated damages, as stated in the Contract Form, constitute fixed and agreed liquidated damages to reimburse the Owner for additional

costs to the Owner resulting from the Work not being completed within the time limit stated in the Contract Form.

The Bidder further agrees to execute a Contract and furnish satisfactory Performance and Payment Bonds, each in the amount of one-hundred percent of the Contract price, and the required Certificates of Insurance, within ten consecutive calendar days after written notice being given by the Owner of the award of the Contract, and the undersigned agrees that in case of failure on his/her part to execute the said Contract, Performance and Payment Bonds and Insurance Certificates within ten (10) consecutive calendar days after the award of the Contract, the bid guarantee accompanying his/her bid and the money payable thereon shall be paid to the Owner as liquidation of damages sustained by the Owner; otherwise, the bid guarantee shall be returned to the undersigned within fifteen days after the Contract is signed and the Performance and Payment Bonds and Insurance Certificates are filed.

The undersigned agrees to accept as full compensation for completion of the project in full compliance with the Contract Documents, the unit prices for the items named in Section 00310, Schedule of Unit Prices, submitted herein with this Proposal.

The undersigned offers to furnish all materials, equipment and labor for construction of **"RECLAIMED WATER RESERVOIR OUTFALL AND FILTRATION SYSTEM, BID NO 15-09."**, for the City of Port Orange, Florida, complete in every respect in strict accordance with the drawings, specifications and any future changes therein. The Contractor shall perform these obligations for the prices listed in the "Schedule of Unit Prices: Section 00310" attached and made a part of this Bid.

The estimated base bid total:

TWO MILLION SEVENTY THOUSAND DOLLARS
(In Words)

Dollars \$ 2,070,000 (In Figures)

COMPLETION TIME OF CONTRACT

The Contractor agrees that the work shall be started not later than the date indicated in the Notice to Proceed and that the work on the reservoir and pump station shall be substantially completed with **210 calendar days** and all remaining work shall be completed within **30 days** of the Notice of Substantial Completion.

The Contractor further agrees that for each calendar day, with the exception of Sundays and legal holidays that any work shall remain uncompleted after the stations completion times stipulated above the sum of **\$750 (Seven Hundred Fifty Dollars)** per day shall be deducted from monies due the contractor, not as a penalty, but as liquidated damages. If the Contractor is declared in

default in accordance with the provisions of the Specifications, liquidated damages shall be charged as provided herein, and such amounts shall be deducted from the final amount payable to the Contractor or his/her Surety. Should the total amount chargeable as liquidated damages exceed the amount due or payable to the Contractor or his/her Surety, then such excess shall be paid to the Owner by the Contractor or his/her Surety.

SUPPLEMENTAL REQUIREMENTS

The following documents are attached to and made a condition of this bid:

Envelope #

- 2 Proposal: Section 00300 including Acknowledgement of Addenda
- 2 Schedule of Unit Prices: Section 00310
- 1 Statement of Bidder's Qualifications: 00320
- 1 Listing of Subcontractors: Section 00330
- 1 Listing of Previous Experience: Section 00331
- 1 Bid Bond: Section 00410
- 1 Public Entity Crimes Statement: Section 00470
- 1 Anti-Collusion Statement: Section 00480
- 1 Drug Free/Tie Preference Statement: Section 00485
- 1 Trench Safety Affidavit: Section 00490
- 1 Certificate as to Corporate Principal: Section 00620
- 1 City of Port Orange Insurance Requirements: Section 00800A

REQUIRED DISCLOSURE

At its sole discretion, the City of Port Orange, Florida may reject any bidder the City finds to lack, or whose present or former executive employees, officers, directors, stockholders, partners or owners are found by the City to lack honesty, integrity, or moral responsibility. The discretion of the City may be exercised based on the City's own investigation, public records, or any other reliable sources of information. By submitting a bid, bidder recognizes and accepts that the City may reject the bid based upon the exercise of its sole discretion and bidder waives any claim it might have for damages or other relief resulting from the rejection of its bid based on these grounds.

The City reserves the right to award any or all parts to the most responsive qualified bidder in order to construct the improvements in a timely manner.

BIDDER: Sawcross, Inc.

SCHEDULE OF MAJOR MANUFACTURERS AND SUPPLIERS

The equipment manufacturers/suppliers on this project shall be as delineated in the following schedule. Bidders should note that the Owner and Engineer have made rigorous investigations of equipment performance and features, and as a result, Bidders are to note that the contract price for this project shall be based on Base Bid equipment. The Base Bid equipment for this project falls under one of two categories. The first category is equipment that the Owner and Engineer have determined will be supplied by a sole source of supply, for which no substitutions or alternates will be entertained or allowed. Bidder is advised that offering of any alternatives to the sole source supplied equipment will be grounds for rejection of his bid as not responsive. The second category of equipment includes those items where the Owner and Engineer deem there to be more than one acceptable supplier of the particular item listed. The equipment which falls under these two categories is shown on the subsequent pages of this Schedule of Major Manufacturers and Suppliers. Bidder is advised that the award of this Contract will be based solely on the use of Base Bid equipment.

The following comments relate only to the second category of equipment, where the Contract Documents are based upon the equipment or products available from the suppliers denoted as A, B, C, etc. below. These equipment manufacturers, along with the sole source suppliers constitute the Base Bid.

Provision is made in the Contract Documents for alternate manufacturers and suppliers whose equipment or product may be deemed equivalent in quality (see General Conditions). However, the Bidder must indicate in his Bid which Base Bid supplier he intends to use for each item of equipment listed by circling one of the listed manufacturers/suppliers. If the Bidder fails to indicate which listed manufacturer/supplier he intends to use if an alternate is rejected, he must use the supplier listed as "A". Also, if the Bidder circles more than one listed supplier, he must use the first supplier circled (unless an alternate is approved).

If the Bidder desires to propose one or more alternate manufacturers/suppliers, he may write in the name of such alternates in the spaces provided on the Alternate Manufactures/Suppliers page following the schedule. He must, nevertheless, also circle one of the listed manufacturers/suppliers because Bidders' Bid price must be based upon this Base Bid list. Wherever an alternate supplier is proposed, the Bidder must insert the amount to be deducted from the Contract Price (either lump sum or unit price) if the alternate supplier is eventually approved. If the proposed alternate supplier is determined "not equivalent" by the Engineer, the Bidder must use the circled supplier.

For any alternate supplier accepted by the Owner, the Contract Price will be reduced by the deductive amount stated in the Bid. However, the Contract Price will not be adjusted for any alternate supplier rejected.

Each proposed alternate will be evaluated in accordance with the General Conditions.

The deductive amount specified for alternate manufacturers/suppliers will not be used in determining the successful Bidder. Alternates will be considered only after award of the contract.

The Contractor shall reimburse the Owner for any costs directly attributable to the change in suppliers, such as additional field trips for the Engineer, additional redesign costs, additional review and inspection costs, etc.

The Owner may request and the Bidder shall supply complete information on proposed alternates prior to the Notice of Award.

BIDDER: Sawcross, Inc.

SCHEDULE OF MAJOR MANUFACTURERS
AND SUPPLIERS
REVISED

Category I - Sole Source Equipment Items:

N/A

Category II - Major Equipment Items:

Item No.	Spec. No.	Equipment/Material	Manufacturer or Supplier
1	11211BP	Packaged Pumping System	A) Thompson Pump Co.
2	11320	Submersible Pumps	A) Flygt
3	11356	Automatic Backwash Filter	A) Kruger

ALTERNATE MANUFACTURERS/SUPPLIERS

EQUIPMENT ITEM MATERIAL	SPEC. SECTION	ALTERNATIVE MANUFACTURER / SUPPLIER (LIST ONE ONLY)	DEDUCTIBLE AMOUNT (indicate whether lump sum or unit price) ALTERNATE
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____
6. _____	_____	_____	_____
7. _____	_____	_____	_____
8. _____	_____	_____	_____
9. _____	_____	_____	_____
10. _____	_____	_____	_____


 _____ 01/29/15
 Name (signature) Date
 Mark Hickinbotham

 Name (typed and printed)
 President

 Title

SECTION 00100

1.23 ACKNOWLEDGMENT OF ADDENDA

Acknowledgment is hereby made of the following Addenda received since issuance of Drawings and Specifications. The bidder declares that he has verified that all addenda have been received.

Addendum No. 1 Dated: 01/15/15
Addendum No. Dated:
Addendum No. Dated:

Addendum No. Dated:
Addendum No. Dated:
Addendum No. Dated:

Attached hereto is a cashier's check on the N/A Bank of
N/A or Bid Bond for the sum of
5% of the Bid Amount Dollars (5% of Bid Amount),
made payable to City of Port Orange (Owner).

Sawcross, Inc.
(Name of Bidder) Affix Seal
[Signature]
(Signature of Officer)
President
(Title of Officer)

Sawcross, Inc.
Name of Bidder
10970 New Berlin Road
Address
Jacksonville, FL 32226
City/State/Zip
(904) 751-7500
Telephone
CGC036203
Contractor's Florida License Number

The full names and residences of persons and firms interested in the foregoing bid, as principals, are as follows:
Mark Hickinbotham, 10970 New Berlin Road, Jacksonville, FL 32226

END OF SECTION

BEFORE THE STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

STATE OF FLORIDA DEPARTMENT	)	IN THE OFFICE OF THE
OF ENVIRONMENTAL PROTECTION	)	CENTRAL DISTRICT
	)	
v.	)	OGC FILE NO. 14-0320
	)	
CITY OF PORT ORANGE	)	
_____	)	

CONSENT ORDER

This Consent Order ("Order") is entered into between the State of Florida Department of Environmental Protection ("Department") and City of Port Orange ("Respondent") to reach settlement of certain matters at issue between the Department and Respondent.

The Department finds and Respondent admits the following:

1. The Department is the administrative agency of the State of Florida having the power and duty to protect Florida's air and water resources and to administer and enforce the provisions of Chapter 403, Florida Statutes ("F.S."), and the rules promulgated and authorized in Title 62, Florida Administrative Code ("F.A.C."). The Department has jurisdiction over the matters addressed in this Order.
2. Respondent is a "person" within the meaning of Section 403.031(5), F.S.
3. Respondent is the owner and is responsible for the operation of the Port Orange Wastewater Treatment Facility, a 12.0 million gallons per day ("MGD") annual average daily flow ("AADF") permitted capacity advanced domestic wastewater treatment ("AWT") facility with influent screening, grit removal, biological nutrient removal using anoxic/oxic system, clarification, chemical feed facilities, filtration, re-aeration, chlorination, and dechlorination for a 0.999 MGD discharge to the Halifax River ("D-001"), to a receiving wetland that flows infrequently and intermittently to the Spruce Creek Circle Drainage Ditch ("D-002"), and to a slow-rate public access reuse system ("Facility"). The Facility is operated under Wastewater Permit No. FL0020559 ("Permit"), which was issued on June 2, 2009, expired on May 31, 2014, and was administratively continued pending review of the Facility's timely permit renewal

application submittal. A revision to the Permit was issued on April 11, 2014 ("Permit Revision"), which was incorporated into and became a part of the Permit. The Facility is located at 817 Oak Street, Port Orange, in Volusia County, Florida ("Property"). Respondent owns the Property on which the Facility is located.

4. The Department finds that the following violations occurred:

a) In February, March, and April of 2014, the Facility exceeded the Permit's annual average daily flow effluent limit of 0.999 MGD for the Halifax River surface water outfall ("D-001 Outfall") with a 1.081 MGD, a 1.299 MGD, and a 1.419 MGD, respectively, which are violations of Section 403.161(1)(b), F.S. and Rules 62-4.030 and 62-600.400(3)(b), F.A.C.

b) From August 2013 through November 2013 and from January 2014 through March 2014, the Facility's water quality samples exceeded the Permit's total copper limit of 9.4 micrograms per liter (ug/L) for the D-001 Outfall with a 11.3 ug/L, a 10.2 ug/L limit, a 23.1 ug/L, a 19.7 ug/L, a 11.8 ug/L, a 31.1 ug/L, and a 21.1 ug/L, respectively, which are violations of Section 403.161(1)(b), F.S. and Rules 62-4.030 and 62-620.300(5), F.A.C. These occurrences are further described in paragraph 5(f) below.

Having reached a resolution of the matter Respondent and the Department mutually agree and it is

ORDERED:

5. Respondent shall comply with the following corrective actions within the stated time periods:

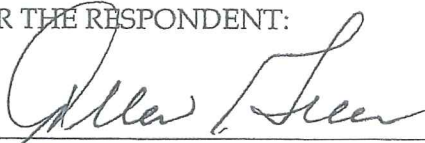
a) Within 270 days of the effective date of this Order, Respondent shall begin the construction of the outfall for the receiving wetland Spruce Creek Circle Drainage Ditch at the reclaimed reservoir location ("D-002 Outfall").

b) Within 545 days of the effective date of this Order, Respondent shall complete construction of the D-002 Outfall and submit a Certification of Completion prepared and sealed by a professional engineer registered in the State of Florida that states the D-002 Outfall has been constructed in accordance with the Permit and the Permit Revision. Within

mediation does not result in a settlement. Additional information about mediation is provided in Section 120.573, Florida Statutes and Rule 62-110.106(12), Florida Administrative Code.

27. Rules referenced in this Order are available at
<http://www.dep.state.fl.us/legal/Rules/rulelist.htm>

FOR THE RESPONDENT:



Allen Green
Mayor
City of Port Orange

8/19/14

Date

FOR DEPARTMENT USE ONLY

DONE AND ORDERED this 21ST day of AUGUST, 2014, in Orange County, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION



Jeff Prather
District Director
Central District

Filed, on this date, pursuant to Section 120.52, F.S., with the designated Department Clerk, receipt of which is hereby acknowledged.



Clerk

August 21, 2014

Date

Copies furnished to:
Lea Crandall, Agency Clerk, Mail Station 35
DW_CO (REV. 06/09)



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 03/03/2015

Consent item: Yes

SUBJECT: Purchase of Ammunition under State Contract

DEPARTMENT: Police Services

RECOMMENDED MOTION: Move to approve purchase of ammunition from Lawmen's and Shooters' Supply, Inc under Florida State Contract #680-050-12-1 pricing.

SUMMARY: The Police Department requests to piggyback on the state contract for purchase of replacement ammunition in the amount of \$33,979.44 for the Emergency Response Team and Patrol. Lawmen's and Shooters' Supply Inc. located in Vero Beach, Florida is a State Contract vendor for ammunition and has agreed to provide the ammunition under State Contract #680-050-12-1 pricing. This amount of ammunition is required for ongoing qualification purposes for all police officers and specialized Emergency Response Team training. Funds have been budgeted for this purchase in account #001-3200-521-52-00.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Quotes - Lawmen's and Shooters' Supply	Lawmens and Shooters Supply Quotes.pdf
2.	Lawmans and Shooters Contract	Lawman & Shooter Contract Piggyback Form.pdf

Grabowski, Debbie
Monahan, Gerald
Gomez, Joseph
Riehm, Tracey
Harden, David

Created/Initiated - 02/06/2015
Approved - 02/06/2015
Approved - 02/09/2015
Approved - 02/10/2015
Final Approval - 02/10/2015



Lawmen's and Shooters' Supply, Inc.

7750 9th St. S.W.

Vero Beach, FL 32968-9298

Ph # (772) 569-8700 FI Watts 1-800-562-5697

Fax # (772) 569-2955 www.lawmens.net

State Contract Quote # 32069

Pricing valid for quantity as quoted & for 30 days after 2/4/2015	Customer 37POROR
--	---------------------

Rep SB14A Email MSHEPHERD@LAWMEN...

Buyer Email BUNRUH@PORT-ORANGE.ORG	BETH UNRUH
---------------------------------------	------------

Ph # 386-506-5811	Fax #
-------------------	-------

Bill to

CITY OF PORT ORANGE
ACCOUNTS PAYABLE
PO BOX 291759
PORT ORANGE, FL 32129-1759

Ship to

CITY OF PORT ORANGE
POLICE DEPARTMENT
4545 CLYDE MORRIS BLVD
PORT ORANGE, FL 32129

Agreement for Payment of Partial Shipments on File :No / Is	Required to Separate P.O.'s per Vendor
---	--

Tax Exemptions on File : F-03/17 as S-8/17 C.S.

Terms NET 30

FOB Destination

Mfg Part #	Description	Unit Price	Qty Quoted	Total
Q4238	STATE CONTRACT# 680-050-12-1 WINCHESTER: Q4238: CENTERFIRE HANDGUN CARTRIDGES, 40 Smith & Wesson 180 Gr. Full Metal Jacket M.V. 990 ± 50 Ft/Sec (Packed 50 Rounds Per Box, 10 Boxes Per Case, 500 Rounds Per Case) 55 CASES = 27,500 ROUNDS	123.16	55	6,773.80
RA40T	WINCHESTER: RA40T: Ranger Centerfire Handgun, 40 Smith & Wesson 180 Gr. Jacketed Hollow Point T-Series M.V. 990 ± 50 Ft/Sec (Packed 50 Rounds Per Box, 10 Boxes Per Case, 500 Rounds Per Case) 15 CASES = 7,500 ROUNDS	148.43	15	2,226.45
RA40SF	WINCHESTER: RA40SF: Ranger Frangible SF Handgun Cartridges, 40 Smith & Wesson 135 Gr. Frangible SF (Packed 50 Rounds Per Box, 10 Boxes Per Case, 500 Rounds Per Case) 10 CASES = 5,000 ROUNDS	241.61	10	2,416.10
Q3131	WINCHESTER: Q3131: 5.56MM, FULL METAL JACKET, 55 GRAINS, USA, (BOX-20 RNDs, CASE 50 BOXES/1000 RNDs) 6 CASES = 6,000 ROUNDS	374.46	6	2,246.76

Thank you for your business. All returns are subject to a 15% restocking fee.

Subtotal

Sales Tax (7.0%)

Total

Contact for Bid Department:
Contact TOM WILSON
Ph # 386-506-5811

Customer's Purchasing Department :
Contact
Ph #



Lawmen's and Shooters' Supply, Inc.

7750 9th St. S.W.

Vero Beach, FL 32968-9298

Ph # (772) 569-8700 FI Watts 1-800-562-5697

Fax # (772) 569-2955 www.lawmens.net

State Contract Quote # 32069

Pricing valid for quantity as quoted & for 30 days after 2/4/2015 Customer 37POROR

Rep SB14A Email MSHEPHERD@LAWMEN...

Buyer BETH UNRUH
Email BUNRUH@PORT-ORANGE.ORG

Ph # 386-506-5811 Fax #

Bill to

CITY OF PORT ORANGE
ACCOUNTS PAYABLE
PO BOX 291759
PORT ORANGE, FL 32129-1759

Ship to

CITY OF PORT ORANGE
POLICE DEPARTMENT
4545 CLYDE MORRIS BLVD
PORT ORANGE, FL 32129

Agreement for Payment of Partial Shipments on File :No / Is Required to Separate P.O.'s per Vendor

Tax Exemptions on File : F-03/17 as S-8/17 C.S.

Terms NET 30

FOB Destination

Mfg Part #	Description	Unit Price	Qty Quoted	Total
RA223R	WINCHESTER: RA223R: 223 Remington, 55 gr. Pointed Soft Point,Ranger Centerfire Rifle, M.V. 3240 ± 50 Ft/Sec (Packed 20 Rounds Per Box, 10 Boxes Per Case, 200 Rounds Per Case) 25 CASES = 5,000 ROUNDS	103.27	25	2,581.75
RA12008	WINCHESTER: RA12008: Ranger Buckshot Loads,12 Ga., 2 3/4" Length, 8 Pellets, Shot Size 00 Buck, Low Recoil (Packed 25 Rounds Per Box, 10 Boxes Per Case, 250 Rounds Per Case) 2 CASES = 500 ROUNDS	101.09	2	202.18
X12RS15	WINCHESTER: X12RS15: Rifled Slug 12 Ga., 2 3/4" Length, Shot Size 1, M.V. 1600± 50 Ft/Sec (Packed 5 Rounds Per Box, 50 Boxes Per Case, 250 Rounds Per Case) 1 CASE = 250 ROUNDS	119.13	1	119.13
S & H	SHIPPING & HANDLING PER STATE CONTRACT IS INCLUDED ON ORDERS \$250 AND HIGHER	0.00	1	0.00

Thank you for your business. All returns are subject to a 15% restocking fee.

Subtotal \$16,566.17

Sales Tax (7.0%) \$0.00

Total \$16,566.17

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Ph # 386-506-5811

Customer's Purchasing Department :
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Ph #



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State Contract Quote # 32070

Pricing valid for quantity as quoted & for 30 days after 2/4/2015	Customer 37POROR
--	---------------------

Rep SB14A Email MSHEPHERD@LAWMEN...

Buyer Email BUNRUH@PORT-ORANGE.ORG	BETH UNRUH
---------------------------------------	------------

Ph # 386-506-5811	Fax #
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4545 CLYDE MORRIS BLVD
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Tax Exemptions on File : F-03/17 as S-8/17 C.S.

Terms NET 30

FOB Destination

Mfg Part #	Description	Unit Price	Qty Quoted	Total
Q4238	STATE CONTRACT# 680-050-12-1 WINCHESTER: Q4238: CENTERFIRE HANDGUN CARTRIDGES, 40 Smith & Wesson 180 Gr. Full Metal Jacket M.V. 990 ± 50 Ft/Sec (Packed 50 Rounds Per Box, 10 Boxes Per Case, 500 Rounds Per Case) 40 CASES = 20,000 ROUNDS	123.16	40	4,926.40
RA40T	WINCHESTER: RA40T: Ranger Centerfire Handgun, 40 Smith & Wesson 180 Gr. Jacketed Hollow Point T-Series M.V. 990 ± 50 Ft/Sec (Packed 50 Rounds Per Box, 10 Boxes Per Case, 500 Rounds Per Case) 10 CASES = 5,000 ROUNDS	148.43	10	1,484.30
RA9147FMJ	WINCHESTER: RA9147FMJ: CENTERFIRE HANDGUN, 9MM LUGER, 147 GRAIN, FULL METAL JACKET ENCAPSULATED, M.V. 985 ± 50 FT/SEC (PACKED 50 ROUNDS PER BOX, 10 BOXES PER CASE, 500 ROUNDS PER CASE) 6 CASES = 3,000 ROUNDS	112.17	6	673.02
Q3131	WINCHESTER: Q3131: 5.56MM, FULL METAL JACKET, 55 GRAINS, USA, (BOX-20 RNDs, CASE 50 BOXES/1000 RNDs) 24 CASES = 24,000 ROUNDS	374.46	24	8,987.04

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Subtotal

Sales Tax (7.0%)

Total

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POLICE DEPARTMENT
4545 CLYDE MORRIS BLVD
PORT ORANGE, FL 32129

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Tax Exemptions on File : F-03/17 as S-8/17 C.S.

Terms NET 30

FOB Destination

Mfg Part #	Description	Unit Price	Qty Quoted	Total
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S & H	SHIPPING & HANDLING PER STATE CONTRACT IS INCLUDED ON ORDERS \$250 AND HIGHER	0.00	1	0.00

Thank you for your business. All returns are subject to a 15% restocking fee.

Subtotal	\$17,413.27
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Sales Tax (7.0%)	\$0.00
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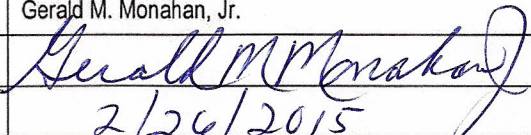
Total	\$17,413.27
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Contact for Bid Department: Contact TOM WILSON Ph # 386-506-5811
--

Customer's Purchasing Department : Contact Ph #



CITY OF PORT ORANGE
(State of Florida Contract Piggyback)

Eligible User¹:	City of Port Orange, Florida
Department:	Police Department
State Contract Number:	State Term Contract No. 680-050-12-1
State Contract Description:	Ammunition and Less Lethal Products
State Contract Contractor:	Lawmen's and Shooters' Supply, Inc.
Contractor's Authorized Dealer:	Click here to enter text.
Commodity or Service:	Ammunition – See Exhibit "1"
State Contract Term:	Original Term: 9/28/11 thru 9/27/12 Renewal No. 4: 9/30/14 thru 9/29/15
Piggyback Term:	Date last signed by the Parties and continuing until 9/29/15
Does the State Contract term expire before the end of the City's Fiscal Year?	Yes ☒ No ☐
Amount of Expenditure:	\$33,979.44
Contract Administrator:	Gerald M. Monahan, Jr.
Department Head:	Gerald M. Monahan, Jr.
Signature:	
Date Signed:	2/26/2015

[CA 4755]

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.



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State Contract Quote # 32069

Pricing valid for quantity as quoted & for 30 days after 2/4/2015 Customer 37POROR

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Buyer BETH UNRUH
Email BUNRUH@PORT-ORANGE.ORG

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FOB Destination

Mfg Part #	Description	Unit Price	Qty Quoted	Total
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Subtotal

Sales Tax (7.0%)

Total

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Ph # 386-506-5811

Customer's Purchasing Department :

Contact

Ph #



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Email BUNRUH@PORT-ORANGE.ORG

Ph # 386-506-5811 Fax #

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Subtotal \$16,566.17

Sales Tax (7.0%) \$0.00

Total \$16,566.17

Contact for Bid Department:

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Ph # 386-506-5811

Customer's Purchasing Department :

Contact

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Vero Beach, FL 32968-9298
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State Contract Quote # 32070

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Rep SB14A Email MSHEPHERD@LAWMEN...	
Buyer BETH UNRUH Email BUNRUH@PORT-ORANGE.ORG	
Ph # 386-506-5811	Fax #

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Tax Exemptions on File : F-03/17 as S-8/17 C.S.	Terms NET 30	FOB Destination	

Mfg Part #	Description	Unit Price	Qty Quoted	Total
	STATE CONTRACT# 680-050-12-1			
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RA9147FMJ	WINCHESTER: RA9147FMJ: CENTERFIRE HANDGUN, 9MM LUGER, 147 GRAIN, FULL METAL JACKET ENCAPSULATED, M.V. 985 ± 50 FT/SEC (PACKED 50 ROUNDS PER BOX, 10 BOXES PER CASE, 500 ROUNDS PER CASE) 6 CASES = 3,000 ROUNDS	112.17	6	673.02
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Customer's Purchasing Department :
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Subtotal

Sales Tax (7.0%)

Total



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Mfg Part #	Description	Unit Price	Qty Quoted	Total
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S & H	SHIPPING & HANDLING PER STATE CONTRACT IS INCLUDED ON ORDERS \$250 AND HIGHER	0.00	1	0.00

Thank you for your business. All returns are subject to a 15% restocking fee.

Subtotal \$17,413.27

Sales Tax (7.0%) \$0.00

Total \$17,413.27

Contact for Bid Department:

Contact TOM WILSON

Ph # 386-506-5811

Customer's Purchasing Department :

Contact

Ph #

JAN-15 Project Manager Summary Report (Run on 2/5/15)							
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 1/31/15 excluding EN's)	(FY15 Budget)	(FY15 Actuals excluding EN's)	(FY15 Encumbrances)	(FY15 Available Balance)
Community Development							
AIO004	CD RIVERWALK PROJECT	8,771,152.00	5,145,751.06	3,669,809.00	182,281.56	96,089.00	3,391,438.44
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&PubSp	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:		9,385,472.00	5,162,181.06	4,267,699.00	182,281.56	109,039.00	3,976,378.44
City Management							
AIO013	CM CITY HALL 2ND FL RENO	120,001.00	89,251.13	59,156.00	28,406.73	18,930.87	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	181,400.36	49,728.00	8,266.96	0.00	41,461.04
ZMI043	CM LEEPER PRESERVE EFFORT	13,053.00	13,051.37	0.00	0.00	0.00	0.00
City Management Total:		2,879,680.00	518,192.77	2,144,207.00	36,673.69	39,180.87	2,068,352.44

JAN-15 Project Manager Summary Report (Run on 2/5/15)							
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 1/31/15 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	2,007.00	1,970.00	165.00	0.00	1,805.00
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	254,604.68	102,159.00	1,414.98	15,461.88	85,282.14
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

JAN-15 Project Manager Summary Report (Run on 2/5/15)							
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 1/31/15 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	3,600.00	68,660.00
ZMI018	IP E-GOVT BASED SERVICES	7,500.00	0.00	7,500.00	0.00	0.00	7,500.00
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	9,000.00	0.00	9,000.00	0.00	0.00	9,000.00
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	36,500.00	0.00	36,500.00	0.00	0.00	36,500.00
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	99,746.83	1,469,731.69
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

JAN-15 Project Manager Summary Report (Run on 2/5/15)							
Sorted and Totaled by Manager							
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		(Total Project to Date Budget)	(Total Project Actuals thru 1/31/15 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	1,916,892.00	1,738,170.45	9,690.00	1,260.00	8,430.00	0.00
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	1,945,000.00	0.00	1,945,000.00	0.00	0.00	1,945,000.00
IMI001	P SIGNAGE	458,330.00	386,465.09	63,405.00	371.58	11,068.40	51,965.02
IMI002	P STREET STRIPING	1,477,966.00	1,380,624.42	107,182.00	16,970.42	0.00	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	426.85	369,865.15
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

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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:	25,963,563.00	18,205,817.58	7,292,410.00	121,473.25	223,033.58	6,947,903.17

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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	364,450.00	11,250.00	355,910.00	2,710.00	2,610.00	350,590.00
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	0.00	600.00
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	335,812.79	264,187.21
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	6,786.10	7,000.00	6,786.10	0.00	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:	3,245,714.00	1,888,532.73	1,543,746.00	272,234.41	346,809.79	924,701.80
Comm. Redevelopment							
TIF002	T TWN CTR MEDIAN IMPRV	419,222.00	209,323.90	217,897.00	7,999.98	56,413.88	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	243,169.90	269,051.00	7,999.98	56,413.88	204,637.14

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Public Utilities							
EFM001	U Forestry Management	1,616,448.00	1,230,313.03	302,107.00	12,136.32	88,531.25	201,439.43
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	380,688.15	2,297,837.00	53,738.27	2,313.34	2,241,785.39
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	5,540,975.04	753,904.00	9,931.39	74,205.00	669,767.61
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

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URH001	U Sewer Sys Rehabilitatn	7,873,096.00	7,204,435.53	419,921.00	(9,504.00)	0.00	429,425.00
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	4,874,037.36	642,440.00	1,201.59	108,600.00	532,638.41
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	2,397,361.12	1,674,068.00	173,308.09	168,020.50	1,332,739.41
	Public Utilities Total:	88,286,687.00	69,477,844.27	9,838,257.00	471,900.30	764,435.62	8,601,921.08
	Total:	134,233,351.00	96,568,184.63	28,270,492.00	1,108,913.65	1,704,403.45	25,457,174.90
	150 PROJECTS						



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 03/03/2015

Consent item: No

SUBJECT: St. Johns River Water Management District Cost-Share Grant Application:
White Acres Utilities Improvement Project

DEPARTMENT: City Manager

RECOMMENDED MOTION: Move to authorize the City Manager to submit a grant application to St. Johns River Water Management District's Water Cost-Share Grant Program for the White Acres Utilities Improvement project and authorize the Mayor and City Clerk to execute any agreements or contracts.

SUMMARY: The City can seek grant assistance from the St. Johns River Water Management District's Cost-Share grant program for construction of the sanitary sewer system and drainage improvements within the White Acres neighborhood.

Based on the grant guidelines, our Grants Manager recommends that the City request \$689,700.00 (33%) in funds from the St. Johns River Water Management District.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

Donahue, Kent	Created/Initiated - 02/13/2015
Harden, David	Approved - 02/17/2015
Riehm, Tracey	Approved - 02/19/2015
Roberts, Margaret	Approved - 02/24/2015
Harden, David	Final Approval - 02/25/2015



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 03/03/2015

Consent item: Yes

SUBJECT: Staff Update Regarding Ditch Cleaning Backlog

DEPARTMENT: Public Works

RECOMMENDED MOTION: Move to accept the staff update regarding the ditch cleaning backlog.

SUMMARY: At the workshop on February 25, 2015, City Council gave staff direction to move forward with outsourcing some ditch cleaning work in order to clear the backlog created by vegetative overgrowth and lack of maintenance in previous years.

Staff has identified available funding in the Stormwater Utility Operating Fund (412) in the amount of \$103,122 for this purpose. This amount is comprised of:

- \$20,000 in salary savings,
- \$6,469 from Miscellaneous drainage projects (DIP001)
- \$55,653 from the Cambridge Stabilization project (DIP053), and
- \$21,000 from the Woods Stormwater Pump System (DIP054).

Salary savings are due to vacancies during the first half of this fiscal year. Capital project savings are due to completed projects or projects that are not critical for which remaining monies can be spent on ditch cleaning.

Staff will be moving forward with a formal bid process unless we determine this service can only be provided through a sole source. Shortly before Council awards a contract, staff will have a better forecast as to how much more quickly we can eliminate the ditch cleaning backlog.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

Fenwick, Robin	Created/Initiated - 02/25/2015
Silvey, Mike	Approved - 02/26/2015
Riehm, Tracey	Approved - 02/26/2015
Rosen, Alan	Approved - 02/26/2015
Harden, David	Final Approval - 02/26/2015



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 03/03/2015

Consent item: No

SUBJECT: First Reading - Ordinance No. 2015-9 - Roll-off Container Non-exclusive Franchise Ordinance

DEPARTMENT: Public Works

RECOMMENDED MOTION: To approve Ordinance No. 2015-9

SUMMARY: This ordinance will codify the criteria and process for approval and renewal of non-exclusive roll-off container franchisees.

Public Works and the Assistant City Attorney are reviewing the franchise fees, application fees, pull fees, and deposit fee and will present a proposed fee resolution along with the second reading of the ordinance.

In the event that city council chooses not to approve this ordinance, the City Attorney will be requesting an emergency extension of the current roll-off container franchise agreements which are set to expire March 31st.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Ordinance No. 2015-9	Rolloff Container Ord.pdf
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Fenwick, Robin	Created/Initiated - 02/19/2015
Silvey, Mike	Approved - 02/20/2015
Riehm, Tracey	Approved - 02/25/2015
Roberts, Margaret	Approved - 02/25/2015
Harden, David	Final Approval - 02/26/2015

ORDINANCE NO. 2015-9

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 56, ARTICLE II OF THE CODE OF ORDINANCES PROVIDING FOR DEFINITIONS; ESTABLISHING A NEW ARTICLE III OF CHAPTER 56, PROVIDING FOR NONEXCLUSIVE FRANCHISES FOR COLLECTION OF CONSTRUCTION AND DEMOLITION DEBRIS; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council wishes to utilize a non-exclusive franchise method for regulating the collection and removal of construction and demolition debris; and

WHEREAS, an ordinance is needed to codify the criteria for franchisees to be selected to provide construction and demolition debris collection and removal services; 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, except for Section 2 which establishes a new Article III in Chapter 56 of the Code of Ordinances;

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, Florida hereby amends Section 56-26 of the Code to read as follows:

Sec. 56-26. - Definitions.

The following words, terms and phrases, when used in this ~~chapter~~ article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Business or commercial shall apply to any establishment or firm wherein a business or commercial occupational license is required by the city, except as otherwise provided herein.

Construction and demolition debris means discarded materials generally considered to be not water-soluble and nonhazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt, roofing material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, and including rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing or land development operations for a construction project, including such debris from construction of structures at a site remote from the construction or demolition project site. Mixing of construction and demolition debris with other types of solid waste will cause it to be classified as other than construction and demolition debris.

Coordinator means the coordinator of the solid waste division of the department.

Department means the public works department for the city.

Garbage means every refuse accumulation of animal, fruit or vegetable matter that attends the preparation, use, cooking and dealing in, or storage of meats, fish, fowl, fruits or vegetables, and any refuse accumulation of paper, wooden or paper boxes, containers, sweepings, and all other accumulations of a nature usual to housekeeping. Garbage shall not include any recyclable material or yard waste.

Garbage can means a galvanized metal or plastic can of the type commonly sold as garbage cans of a capacity not to exceed 32 gallons. Such cans are required to have handles on the sides of the can by which it may be lifted. Each can shall have a tightfitting top or cover.

Mobile home park means any business enterprise maintaining premises for the rent of mobile home sites, and each mobile home contained on such park shall be considered as a separate unit whether the same is permanently affixed to the realty or not.

Multiple dwelling means a structure or structures having more than one single-family unit and shall include apartment buildings, motels and hotels.

Roll-off container means a ten (10), fifteen (15), twenty (20), thirty (30) or forty (40) yard container.

Recyclable material means those materials which are capable of being recycled and which would otherwise be processed or disposed of as garbage. Recyclable material shall include but not be limited to plastics, newspapers, glass containers, aluminum cans, and other similar materials.

Recycling means any process by which garbage, or materials which would otherwise become garbage are collected, separated, or processed and reused or returned to use in the form of raw materials or products.

Residence means a single-family unit.

Travel trailer park means any business enterprise maintaining premises for the rent of trailer or camp sites for campers or travel trailers.

Yard waste means all reasonable accumulations of grass, trees, shrubbery or weed cuttings, pine needles, grass clippings, branches, palm fronds, other vegetation trimmings, and other refuse incident to the care of lawns, shrubbery, vines, trees and gardens. The term "yard waste" shall not be taken to include used or broken appliances, furniture, bedding, building materials, lumber, logs or other material of like nature.

SECTION 2. The City Council of the City of Port Orange, Florida hereby amends Chapter 56 of the Code, to establish a new Article III - Construction and Demolition Debris Collection Franchises which shall read as follows:

ARTICLE III. - CONSTRUCTION AND DEMOLITION DEBRIS COLLECTION FRANCHISES

Sec. 56-37. - Purpose.

The purpose of this article is to establish the procedures and criteria for the granting and renewal of nonexclusive construction and demolition debris collection franchises. For the right and privilege of using city streets and roadways and to compensate the city for the burden of monitoring and regulating the nonexclusive franchisee's services, nonexclusive franchise fees are provided.

Such nonexclusive services shall be provided by the franchisee only to those customers specifically excluded by the terms of the city's solid waste contract or for those services designated as nonexclusive.

Sec. 56-38. - Nonexclusive franchises.

It shall be unlawful for any person to collect construction and demolition debris in the city without the grant of a franchise. The issuance of a franchise shall allow the franchisee the nonexclusive privilege and authority to collect construction and demolition debris in the city.

Sec. 56-39. - Franchise requirements.

No grant of an initial franchise shall be approved and no material modification of any franchise shall be made, authorized, or approved until the following minimum conditions are met:

- (a) The applicant has submitted an application as required herein.
- (b) The city manager has reviewed the application in light of the selection criteria provided herein.
- (c) The city manager has complied with all other provisions of this chapter.

Sec. 56-40. - Contents of application.

An application for an initial franchise or material modification of an existing franchise shall include all information required by this section:

- (a) *Applicant.* Name, business address, business telephone number, and contact person of the applicant.
- (b) *Principals, officers, and related entities.* The names, addresses, business telephone numbers, and offices or employment positions of all principals and officers of the applicant; all persons having a controlling interest in or holding more than fifteen (15) per cent of the outstanding ownership interest in the applicant; and the parent, subsidiary or affiliate of the applicant. Proof that applicant's business is in good standing with the State of Florida, and if not a Florida corporation, proof that applicant is qualified to do business in the State of Florida.
- (c) *Background experience of the applicant.* A description or listing of the applicant's and its related entity's experience in the collection of construction and demolition debris including all current and proposed contracts for roll-off services; all franchises awarded to applicant, the status of those franchises, and all franchises applied for which were not granted during the previous five-year period; inventory of all trucks and equipment owned and/or operated by the applicant; description of the method of disposal including the location of all disposal facilities; certification that there is no unsatisfied or outstanding money judgment(s)

against the applicant; certification that applicant has never been adjudicated in default on any government contract.

- (d) *Written response to selection criteria.* Included with the application shall be a written response to the selection criteria set forth at section 56-42(c) of this article.

Sec. 56-41. - Filing of application.

- (a) *Providing copies of application.* An applicant for an initial franchise, or a material modification of an existing franchise, shall file the original of the application with the city manager, or his or her designee.
- (b) *Filing fee.* Contemporaneously with the filing of an application for an initial franchise or a material modification of an existing franchise, the applicant shall remit to the city a nonrefundable application fee in the amount established by resolution of city council for the applicable application, unless otherwise prohibited by law or waived by the city council. "Material modification" shall mean a change in any term or condition that substantially or materially affects any right or obligation of the franchisee or city under a franchise.

Sec. 56-42. – Application review.

The city manager shall review the application prior to any action granting an initial franchise, or approving a material modification of an existing franchise.

- (a) *Selection criteria.* In evaluating an application for an initial franchise, or a material modification of an existing franchise, the city manager shall consider all of the following criteria.
 - (1) The public need for the proposed franchise.
 - (2) The financial ability of the applicant to perform.
 - (3) The applicant's experience.
 - (4) The adequacy of the applicant's equipment and facilities in relation to the services to be rendered.
 - (5) The sanitation, safety and reliability of the applicant's collection equipment
 - (6) Such other matters or information regarding the applicant or proposed franchise that the city manager may determine to be relevant in his or her determination.
- (b) *City manager determination.* Based on the evidence presented in the application and any other evidence that the city manager deems relevant, the city manager shall either grant or deny the application, and may prescribe such conditions or restrictions on the applicant or franchise that

the city manager deems necessary to protect the interest of the general public.

Sec. 56-43. - Grant or denial of application.

- (a) The city manager shall provide written notification to the applicant either granting or denying the application. In order for the franchise to remain in effect, the applicant shall within fifteen (15) days of the date of approval of the franchise agreement by the city manager, and contemporaneously with the execution of the franchise agreement prepared by the city attorney's office, execute and file with the city clerk, its unconditional acceptance of the rights, privileges, and restrictions conferred by this chapter and the franchise agreement.
- (b) The approval and grant of a franchise shall constitute the nonexclusive privilege and authorization for the franchisee to collect construction and demolition debris in the city.
- (c) The denial of an application for franchise or franchise renewal by the city manager may be appealed to the city council. The applicant shall pay the appeal fee as established by resolution of city council and the appeal shall be filed in writing with the city clerk no later than fourteen (14) days after the written correspondence informing the applicant of the denial. The city council shall either affirm the decision of the city manager or issue the franchise or renewal thereof based on the criteria set forth herein. A decision of the city council to affirm the decision of the city manager shall be final.

Sec. 56-44. - Franchise renewal.

During the three-month period before the expiration of the term of a franchise, the franchisee may provide written notice to the city manager or his or her designee of its intent to seek renewal of the franchise. Unless otherwise prohibited by law or waived by the city council, the construction and demolition debris collector shall pay a non-refundable renewal fee in the amount established by resolution of city council at the time such notice is provided to the city. If there are no material modifications to the franchise's prior application, the city manager shall either grant or deny the franchise renewal request. In order for the franchise to remain in effect, the applicant shall within fifteen (15) days of the date of approval of the renewal of the franchise agreement, and contemporaneously with the execution of the franchise agreement, execute and file with the city clerk, its unconditional acceptance of the rights, privileges, and restrictions conferred by this chapter, the resolution, and the franchise agreement.

Sec. 56-45. - Term of franchise.

All initial franchises and subsequent renewals thereof, if granted, shall be for a one-year term.

Sec. 56-46. - Service and billing provisions.

- (a) *Nonexclusive franchise.* The franchisee shall offer nonexclusive construction and demolition debris roll-off collection, disposal and billing services within city limits.
- (b) *Customer billing.* The franchisee is solely responsible for billing the construction and demolition debris roll-off customer.
- (c) *Payment to city.* The franchisee shall pay the city the roll-off pull fee established by resolution of city council for each construction and demolition debris roll-off pull. Payments shall be made to the city on the tenth day of each month regardless of the effective date of the franchise agreement. Payment shall be accompanied by delivery disposal documentation.
- (d) *Documentation for construction and demolition debris roll-off pulls.* The franchisee shall maintain information adequate to determine the volume of construction and demolition debris collected, the volume of construction and demolition debris diverted through commercial recycling programs, revenues received from the sale of recyclable materials, recycling participation rates, and any other information required by the city, county, or State of Florida to meet the requirements of the Solid Waste Management Act and/or to enable the city to obtain grant funds from the solid waste management fund. Additionally, the franchisee shall provide to the city, upon request, an annual financial statement, prepared in accordance with GAAP, certified by an independent accountant, and detailing the franchise agreement with the City of Port Orange as a separate cost center.

Sec. 56-47. - Franchise fees.

- (a) Each franchisee shall pay to the city a franchise fee in an amount established by resolution of city council. The franchise fee shall be paid within fifteen (15) days of the city manager's approval and grant of a franchise pursuant to section 56-43 or within fifteen (15) days of the grant of the renewal request pursuant to section 56-44. The franchisee shall pay an interest rate of one percent per month on any and all delinquent payments.
- (b) Acceptance by the city of any payment from a franchisee of the franchise fee, or any part thereof, shall not constitute a waiver, or release, or accord

and satisfaction of any claim the city may have against the franchisee for the performance of any obligation of the franchisee, including payment of any and all franchise fees.

- (c) The franchise fee payments shall be in addition to any and all taxes of a general nature or other fees or charges which the franchisee may be required to pay to the city or to any state or federal agency or authority, as required by law, all of which shall be separate and distinct obligations of the franchisee.
- (d) Except as allowed by law, a franchisee shall not apply any taxes, fees, or charges as a deduction or credit from or against any of the franchisee's franchise fees.
- (e) Should the franchise agreement be terminated by either party before its term has expired, the franchisee shall not be refunded any portion of the franchise fee.

Sec. 56-48. - Indemnification and insurance requirements.

- (a) *Indemnification.* A franchisee shall at its sole expense fully protect, defend, hold harmless, and indemnify and pay on behalf of the city, and its appointed and elected officers, employees, agents, and representatives, from and against any and all actions, proceedings, claims, suits, liabilities, losses, and damages (including interest and penalties relative thereto), of any nature whatsoever, inclusive of all costs and expenses (including legal assistant fees and costs of investigations, whether prior to, during or after trial or in the event of any appeal) and attorney's fees through and including all appeals, arising from, in connection with, or as a result of the franchisee's franchise agreement and/or the franchisee's ownership, operation or maintenance of the franchisee's business.
- (b) *Insurance.* During the term of any franchise (including any renewal, modification or transfer thereof) and for so long as a franchisee shall maintain, own or operate its business in the city, a franchisee shall maintain public liability and property insurance in the amount of \$1,000,000.00 per accident (Public Liability), and \$250,000.00 (Property Damage), and naming the City of Port Orange an additional insured under each of the coverages. A certificate of insurance shall be filed with the city clerk on or before the effective date of the franchise term.

Sec. 56-49. - Default, termination, and other remedies.

- (a) *Material breach of condition.* The city may either terminate a franchise or impose liquidated damages not to exceed one thousand dollars

(\$1,000.00) a day, for cause as a result of any breach of a material condition of a franchise, including but not limited to the following:

- (1) Failure to substantially perform in accordance with the provisions of a franchise agreement.
 - (2) Violation of any material provisions of this chapter or any other applicable ordinances, laws, rules, or regulations governing such franchisee.
 - (3) Failure to comply with the franchise fee requirements prescribed herein.
 - (4) Failure to comply with the indemnity or insurance requirements prescribed herein.
 - (5) Failure to comply with the liquidated damages requirements prescribed herein.
 - (6) The filing of a voluntary or involuntary petition for bankruptcy relief, or failing to pay its debts.
 - (7) The commission or attempted commission of any fraud or deceit.
 - (8) Any material misrepresentation in an application for any franchise, renewal, modification, extension, or transfer thereof.
- (b) *Due process upon default.* The city shall notify the franchisee in writing of the exact nature of the alleged violation constituting grounds for termination or imposition of liquidated damages and giving the franchisee thirty (30) days or such greater amount of time as the city may specify, to correct such violation or to present facts and arguments to refute the alleged violation. If the city then concludes that there is a basis for termination or imposition of liquidated damages, it shall notify the franchisee. If within the designated time the franchisee does not remedy and/or put an end to the alleged violation, the city after a public hearing where all interested parties may be heard, may suspend or revoke the franchise or impose liquidated damages if it determines that such action is warranted. The franchisee shall not be held in default nor suffer any penalties where noncompliance or default is caused by an event beyond the franchisee's control. The franchisee shall have the right to review by a court of competent jurisdiction upon any determination by the city of noncompliance.
- (c) *No remedies exclusive; waiver of default.* No remedy conferred or reserved herein to the city is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this chapter or now or hereafter existing in law or equity. No delay or failure by the city to exercise any right or power accruing upon any event of material breach or

default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed appropriate by the city.

- (d) *Attorneys fees.* Unless otherwise prohibited by law, in the event the city is required to employ attorneys (whether in-house or outside counsel), or incur expenses for the purpose of enforcing a franchise agreement, or terminating a franchise, or seeking a declaration of the city's rights or duties under a franchise agreement, the franchisee shall pay the city's reasonable attorneys' fees and related costs through and including any and all appeals, but only in the event the city prevails on the merits of such action. The provisions of this subsection shall survive any termination of a franchise.

Sec. 56-50. - Other fees and taxes.

No franchisee shall be relieved from paying business tax fee to the city.

Sec. 56-51. - Assignment.

Construction and demolition debris collection franchises shall not be assigned.

Sec. 56-52. - Surety bond.

Within fifteen (15) days of the effective date of any grant, transfer, renewal or modification of a franchise, and at the time of acceptance of said franchise, a franchisee shall post and maintain with the city, a cash bond, or surety bond, or some other comparable security instrument (i.e., such as an irrevocable standing by letter of credit), to be approved by the city attorney, in the amount established by resolution of city council. Any such surety bond shall bind a franchisee and the surety jointly and severally to the city as obligee. The bond or other security instrument shall be given as security for and shall be conditioned upon the faithful performance and discharge by a franchisee of all material obligations imposed upon it under this article, any applicable resolution, and the franchise agreement pertaining to a franchise. The bond or security instrument shall remain in effect during the term of the franchise agreement (and during any renewal, modification or transfer thereof), and the bond or security instrument may not be modified, cancelled or terminated until forty-five (45) days after receipt by the city manager of two (2) copies of such written notice of any intent to modify, cancel, terminate, or refuse to renew the bond or cancel the bond or withdraw the security. The original of the bond or security instrument shall be filed with and maintained by the city clerk. All rights reserved to the city with respect to the surety bond or security instrument shall be in addition to all other rights of the city, whether or not granted or reserved by the city, or otherwise authorized by law; and no action, proceeding or exercise of a right with respect to the bond or security instrument shall affect any other right which the city

may have. The surety bond may be released by the city council upon application by the franchisee and demonstration of a history of acceptable performance in the city.

Sec. 56-53. - Tipping and/or disposal fees.

The franchisee shall be solely responsible for any and all disposal and/or tipping fees which are incurred as a result of construction and demolition debris collection with the city.

SECTION 3. The provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Port Orange and the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

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 immediately upon final passage by the City Council.

MAYOR ALLEN GREEN

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the day of _____, 2015

Passed and adopted on second and final reading on the day of _____, 2015

Reviewed and Approved: _____
Assist. City Attorney



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 03/03/2015

Consent item: No

SUBJECT: First Reading - Ordinance No. 2015-10 - Amending Chapter 74, Utilities, of the City Code

DEPARTMENT: Finance

RECOMMENDED MOTION: Move to approve Ordinance No. 2015-10 on first reading.

SUMMARY: This ordinance amends Chapter 74 of the Code of Ordinance to be consistent with the recently adopted Resolution 14-82, which has an effective date of April 1, 2015, regarding revised utility service fees, rates, and charges .

Project Funding Account
No.: No.:

ATTACHMENTS:

1.	Ordinance No. 2015-10	.pdf
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Fenwick, Robin
Roberts, Margaret
Harden, David

Created/Initiated - 02/26/2015
Approved - 02/26/2015
Final Approval - 02/26/2015

ORDINANCE NO. 2015-10

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 74,
OF THE CODE OF ORDINANCES RELATED TO UTILITY
BILLING; AMENDING SECTION 74-33, RELATED TO
CHARGES FOR WATER SERVICE; AMENDING SECTION
74-78, RELATED TO CHARGES FOR SEWER SERVICE;
AMENDING SECTION 74-200, RELATED TO CHARGES
FOR RECLAIMED WATER; PROVIDING FOR
CODIFICATION; 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 by the City of Port Orange; and

WHEREAS, the City Council adopted Resolution 14-82 implementing utility fee changes necessary to fund the proper operation of the City's utility systems; and

WHEREAS, the City Council wishes to amend the Code of Ordinances to be consistent with the recently adopted Resolution 14-82 which has an effective date of April 1, 2015; 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. The Code of Ordinances for the City of Port Orange, Chapter 74, Article II, Section 74-33 - "Charges for water service" is hereby amended, in part, to read as follows:

Sec. 74-33. - Charges for water service.

(a) – (c) [*Remain Unchanged.*]

~~(d) The monthly water charge for single family and multifamily residences; motel, [and] hotel; commercial and industrial and all other accounts shall include an availability charge based on consumption data relating [to] water meter size and continuous flow capacity published by the American Water Works Association (A.W.W.A.) as set forth on the following schedule:~~

Meter size	Availability fee multiplier
¾-inch	1
1-inch	2
1½-inch	3
2-inch	4
3-inch	10
4-inch	13
6-inch	26
8-inch	42
10-inch	60

~~(ed)~~ A deposit for water service connection shall be required for each new meter installation or reconnection or turn-on for new properties or where the property has changed hands irrespective as to whether the property is owned by the occupant or not. Such deposit shall remain with the city as security against nonpayment of the monthly bill as long as the premises are connected to the city water system and an active water meter is onsite. Should a transfer of property ownership or rental occur, the water deposit may be refunded at the customer's request. However upon a

- request for future continuation of service by the new customer, owner, or renter, they shall be required to post their own water deposit and applicable reconnection fees as specified in the current city fee resolution.
- (fe) A connection charge shall be levied for each connection made to the water system either inside the city limits, or outside the city limits.
 - (gf) A monthly service charge shall be levied for each fire sprinkler system (fire line) connected separately to the city water system.
 - (hg) Connection charges, meter deposits, service charges and any other fees and charges required by this article shall be established by resolution of the city council.
 - (ih) Monthly charges for water service shall be set by resolution of the city council and the method of billing shall be pursuant to section 2-240 of the Code.
 - (ji) All monthly charges shall be reviewed annually in conjunction with the preparation of the annual operating budget. Rates will be adjusted as determined necessary by the city council to ensure adequate revenue to meet all bond requirements and to satisfy good accounting and business practices. Adjusted rates shall become effective as provided by resolution adopted by the city council.
 - ~~(k) — An energy usage charge shall be levied in addition to the monthly base usage charge for each 1,000 gallons of water consumed. This flat rate charge will be computed to the nearest thousand gallons and be included in the monthly utility bill. The energy usage charge shall be calculated on a system-wide basis, dividing the utility systems total actual energy related cost (including, but not limited to: electric power, fuel, landfill charges, and chemicals) by the actual volume of water sold during the corresponding previous 12 months. This charge will be updated semi-annually based on actual cost and implemented three months after each calculation date. The first calculation shall begin September 30, 2008; and the related energy usage charge shall be implemented no later than February 1, 2009.~~

SECTION 2. The Code of Ordinances for the City of Port Orange, Chapter 74, Article III, Section 74-78 - “Monthly service charges and availability charges” is hereby amended, in part, to read as follows:

Sec. 74-78. - Monthly service charges and availability charges.

(a) – (c) [*Remain Unchanged.*]

~~(d) The monthly sewer charge for motel, hotel, commercial and industrial accounts and all other accounts shall include an availability charge based on consumption data relating water meter size and continuous flow capacity published by the American Water Works Association (A.W.W.A.) as set forth on the following schedule:~~

Meter size	Availability fee multiplier
¾-inch	1
1-inch	2
1½-inch	3
2-inch	4
3-inch	10
4-inch	13
6-inch	26
8-inch	42
10-inch	60

~~(ed)~~ The minimum monthly sewer charge (availability charge) shall not be suspended during vacation periods or such periods of time that a property is vacated and this minimum charge (availability charge) may be levied as provided and established by resolution of the city council.

~~(f) An energy usage charge shall be levied in addition to the monthly base usage charge for each 1,000 gallons of sewage disposal. This flat rate charge will be computed to the nearest thousand gallons and be included in the monthly utility bill. The energy usage charge shall be calculated on a~~

~~system-wide basis, dividing the utility systems total actual energy related cost (including, but not limited to: electric power, fuel, landfill charges, and chemicals) by the actual volume of treated sewage during the corresponding previous 12 months. This charge will be updated semi-annually based on actual cost and implemented three months after each calculation date. The first calculation shall begin September 30, 2008, and the related energy usage charge shall be implemented no later than February 1, 2009.~~

SECTION 3. The Code of Ordinances, City of Port Orange, Florida Chapter 74, Article II, Section 74-200 is hereby amended, in part, to read as follows:

Sec. 74-200. - Charges.

The costs and charges shall be levied for connecting to reclaimed water service and shall be established by city council resolution and are divided into the following categories:

- (1) *Capital costs.* Capital costs are those costs associated with providing trunk and distribution mains from the wastewater treatment facility to the point of delivery, up to but not including the connection. Capital costs are recovered from the credit offset method, assessments, federal and state aid, and city user charges, impact fees and revenue bonds.
- (2) *Connection costs.* Assessment and connection costs are those costs directly associated with connecting the customer's premises to the reclaimed water distribution system. Connection will require an inspection of the property and facilities as defined in the city's reclaimed water policies and regulations. There will be a charge for the connection as established by resolution.
- (3) *Operation and maintenance costs.* Operation and maintenance costs are the reclaimed water system's ongoing costs for labor, materials, electricity and other expenses of the system. Charges for

these ongoing costs will be made on either a metered reclaimed water consumption basis or a flat rate for unlimited service. These user charges shall ~~will~~ be established by ~~council~~ resolution of the city council. The city reserves the right to discontinue or regulate days and hours of water usage when it is found to be in the best interest of the city or the general public.

~~(4) — *Energy usage charge.* An energy usage charge shall be levied in addition to the monthly base usage charge for each 1,000 gallons of reclaimed water consumed. This flat rate charge will be computed to the nearest thousand gallons and be included in the monthly utility bill. The energy charge shall be calculated on a system-wide basis, dividing the utility systems total actual energy related cost (including, but not limited to, electric power, fuel, landfill charges, and chemicals) by the actual volume of reclaimed water sold during the corresponding previous 12 months. This charge will be updated semiannually based on actual cost and implemented three months after each calculation date. The first calculation shall begin September, 30, 2008, and the related energy usage charge shall be implemented no later than February 1, 2009.~~

SECTION 4. The provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Port Orange and the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

SECTION 5. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 6. If any provision of this ordinance or the application thereof to

any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of 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 7. This ordinance shall become on April 1, 2015.

MAYOR ALLEN GREEN

ATTEST:

Robin Fenwick, CMC, City Clerk

Passed on first reading on the day of _____

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

Reviewed and Approved: _____
Assistant City Attorney



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 03/03/2015

Consent item: No

SUBJECT: Achitectoral Service for remodeling Cypress Head Club House (RFSQ 15-04)

DEPARTMENT: Public Works

RECOMMENDED MOTION: Move to award RFSQ #15-04 Architectural Services for Cypress Head Club House to DJ Design Services and authorize the Mayor and City Clerk to execute contract documents as required after the city attorney has reviewed and approved.

SUMMARY:

The City advertised and received three submittals in response to RFSQ #15-04, Architectural Services for Cypress Head Club House. A Committee of five individuals (consisting of two Council members, a representative from Kemper Sports plus City staff) was created to review and evaluate the submittals. Due to a miscommunication Councilman Ford was not in attendance for the presentations and ranking. Each firm was ranked based on past performance in meeting aggressive deadlines, ability of the firm to produce signature designs, and past successes on similar projects. Additionally, each firm made a presentation to the Committee. The final recommendation is DJ Design Services. DJ Design Services has provided a fee proposal of \$35,000.00 which includes schematic design work, design development, construction documents, bidding/negotiations and construction administration.

The fourth attachment is a brief comparison of restaurant/banquet operations at some other golf courses.

Project No.: AIO025 Funding Account No.: 451-0300-579-6300

ATTACHMENTS:

1.	Committee Evaluation Tab sheet	Committee Evaluation Tab sheet.pdf
2.	RFSQ Opening Tabulation Total	RFSQ 15-04 Opening Tab Total sheet.pdf
3.	DJ Design proposal letter & rate sheet	DJ Design proposal letter & rate sheet.pdf
4.	Golf Restaurant Operation Comparison	Golf Restaurant Comparison.docx

Cockcroft, Kynah
Silvey, Mike
Gomez, Joseph
Riehm, Tracey

Created/Initiated - 02/10/2015
Approved - 02/10/2015
Approved - 02/10/2015
Approved - 02/10/2015

Lovallo, Susan
Harden, David

Approved - 02/11/2015
Final Approval - 02/11/2015



The City of Port Orange

Committee Evaluation Tab

SUMMARY: FINAL RANKING



RFSQ #15-04: Architectural Services for the Cypress Head Club House

Meeting Date: January 14, 2015 3:00 pm

Committee member	Benjamin P. Butera	BHM Architecture	DJ Design Services
Donald O. Burnette, Vice Mayor	80	50	94
Bob Ford, Councilman	Not Present		
Susan Lovallo, Parks & Recreation Director	75	30	100
Frank Flagg, Facilities Manager	75	N/A	91
Michael Collins, Kemper Sports	70	N/A	85
<u>Total points:</u>	300	N/A	370
<u>Rank:</u>	2	3	1

Evaluation Committee for this RFP:

Donald O. Burnette, Vice Mayor

Bob Ford, Councilman

Susan Lovallo, Parks and Recreation Director

Frank Flagg, Facilities Manager

Michael Collins, Kemper Sports

Notes: (Top ranked firms)

1. DJ Design Services
2. Benjamin Butera
3. BHM Architecture



RFSQ # 15-04: ARCHITECTURAL SERVICES FOR THE CYPRESS HEAD CLUB HOUSE

(1) Original, (5) Copies and (1) Electronic version of the bid (tabbed & indexed in order) for each envelope.

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.

Proposal Receipt List

Envelope #1 Requirements

Received Bid/Proposal Name of Company	Description of Receipt # of boxes and in envelopes	Date and Time Received by Purchasing	Proposer Acknowledgment Form	Submittal Requirements (1-5)	Insurance Certificates	Public entity name form	Anti-corruption statement	Drug free/No preference statement	RESPONSIVE?
DJ design Services	1 Hand Delivered Box	2:26PM 11/18/14 - JJ	✓	✓	✓	✓	✓	✓	yes
Ben Butera	1 Envelope	12:30PM 11/19/14 - JAG	✓	✓	✓	✓	✓	✓	yes
BHM Architecture	1 FedEx Box	12:30PM 11/19/14 - JAG	✓	✓	✓	✓	✓	✓	yes

Opened & Tabulated By: Lisa Pallante, Finance Statistics: (384) Proposers notified. (21) Plan-holders. () Proposals received. () Proposals responsive.

JP 11-20-14



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AA26000567

ARCHITECTS • PLANNERS

February 5, 2015

Joseph A. Gomez
Purchasing Manager
City of Port Orange
1000 City Center Circle
Port Orange, Florida 32129

VIA E-mail

RE: Cypress Head Club House Remodeling Architectural Design Proposal – RFSQ #15-04 Project No. 02343

Dear Joe,

We were pleased to have been selected by the Committee and look forward to working together on this project. I forwarded our latest Rate Schedule to Jenny Juarez on January 19th and thought it expedient to prepare a fee proposal for your review.

As we understand the Basic scope-of-work provided, we are to:

- Roof-over the north and south patio areas
- Close-in the existing Banquet Room with a new storefront system with double exterior doors to the exterior and provide a new exterior door on the south end
- Design a new HVAC system to accommodate the banquet functions
- Increase/update the electrical service to accommodate the new HVAC and banquet functions
- Design two (2) new accessible toilet rooms

The basic scope-of-work will include demolition/removal of the existing “plastic windows”, palm trees, mulch, gutters, downspouts and underground drains. New work will include new partitions, new doors/frames/hardware, new painted GWB ceilings, new light fixtures, re-located mechanical supply, new flooring (ceramic tile and carpet tile), new power receptacles tied into the existing panels and repainting all the new and existing walls/trim/door-frames. We assume that the City’s vendor/staff will provide voice/video/data connectivity and will also supply the furnishings, fixtures and equipment (FF/E).

Our tasks will include:

- • Creating electronic as-built drawings in **AutoCAD 14** format
- Verifying and evaluating the existing building systems (Structural/MP/E)
- Meetings with City staff and users to align the scope-of-work and project budget
- Coordinating the structural, mechanical and electrical engineering

Basic Fee Proposal:

Based on our recent experience with numerous recent similar projects and the pre-proposal information provided, we would anticipate an A/E (architectural/structural/mechanical/electrical) design fee of approximately **\$35,000**. We would anticipate a multi-phase approach and fee distribution as follows:

- Schematic Design - \$7,000
- Design Development - \$5,250
- Construction Documents - \$15,750
- Bidding/Negotiation - \$1,750
- Construction Administration - \$5,250

We will provide demolition drawings, *revised* floor and reflected ceiling plans, Life Safety Plan, wall sections, construction details, altered/updated HVAC, fire protection and power/data/lighting relocations/additions and written specifications.

Alternately, we may also be tasked to:

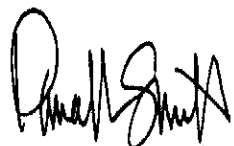
- Renovate/enlarge the existing Kitchen
- Renovate/improve the existing main entry
- Relocate the existing bar
- Provide separation between the Banquet Room and Bar

In the event that the City chooses to include some or all of these Alternates or the accepted *basic* design concepts are subsequently modified for reasons beyond our control, the additional services resulting from these modifications shall be cause for additional compensation.

It is assumed that this entire project will be "hard-bid" to the local construction community.

I have reviewed this proposal with Frank Flagg, who subsequently reviewed it with Chris Barnes and they are in accord with my assumptions. Please review this to see if it agrees with *your* understanding of the work efforts needed. If these terms are acceptable, please issue a Purchase Order and we will begin the design work.

Yours truly,
DJdesign Services, Inc.



Dana M. Smith, Architect
Principal



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DJdesign Services Inc.

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HOURLY RATE SCHEDULE *

AS OF JANUARY 2015

<u>CLASSIFICATION</u>	<u>RATE</u>
• Principal	\$150.00
• Sr. Architect	\$125.00
• Architect	\$100.00
• Specification Writer	\$ 75.00
• CAD Technician/Drafter	\$ 55.00
• Clerical	\$ 45.00
• Expert Witness	\$150.00