

11. FINANCE ITEMS

Oakland Road and Glen Arden Way Water Main Pipe Repair- Approve final payment to Murphy Pipeline Contractors, Inc. in the amount of \$50,685.01 and accept the closeout documents

Persons with disabilities needing assistance in participating in any of these proceedings should contact the City Clerk Department ADA Coordinator 48 hours in advance of the meeting at 407-571-8122 (Voice) or 407-571-8126 (TDD).

Persons are advised if they wish to appeal any decision made at the hearing/meetings, they will need to ensure that a verbatim record of the proceedings is made which includes the testimony evidence upon which the appeal is to be based, per Chapter 286.0105, Laws of Florida. The City of Altamonte Springs does not provide this verbatim record.



WORKSHOP OF THE CITY COMMISSION MAY 17, 2016

Pursuant to due notice, a workshop of the Commission of the City of Altamonte Springs, Seminole County, was held at City Hall Annex 175 Newburyport Avenue, in said City on May 17, 2016 at 6:00 p.m.

PRESENT WERE: Commissioners Batman, Reece, Wolfram, Hussey and Mayor Bates

ALSO PRESENT WERE:

| | | |
|----------------|---|---------------|
| Frank Martz | - | City Manager |
| Skip Fowler | - | City Attorney |
| Erin O'Donnell | - | City Clerk |

Consultants:

| | | |
|-----------------|---|-----|
| Bruce Doig | - | VHB |
| Curtis Ostrodka | - | VHB |

Mr. Frank Martz called the workshop to order at 6:00 p.m.

Mr. Martz apprised the Commission to let them know that the reason for the work session would be to discuss upcoming changes to Festival Drive. He gave a brief history on the purpose of how Festival Drive was conceived and how its use has changed throughout the years. It has transformed from a slow pedestrian road to a thoroughfare whereby they are receiving many complaints about speeding, congestion, lack of pedestrian friendly elements, in addition to more development. As the City is in the last year of the CRA, the City is looking to make as many improvements to the Uptown area, noting that the Festival Drive changes will be done quickly. He added that the use of Montgomery Road and Palm Springs Drive will serve as a work around through the Uptown area rather than using Festival Drive to bypass Cranes Roost to Central Parkway. He introduced the consultants of VHB and let them proceed.

Mr. Bruce Doig introduced the project to the Commission by identifying three areas of development and their timelines. He continued and stating that their goals are to improve the connectivity of the road to existing business and residential areas, compress the road to slow traffic, and design features to match the aesthetic of the existing area. Mr. Curtis Ostrodka went over the six segments of improvements and showed the Commission the conceptual plans for the length of the project. Greater detail of each area and visual aids are available in the supplemental papers filed with these minutes. Each segment is summarized below:

Segment 1- South Festival Drive

- Remove bumpout in south-bound lane and straighten sidewalk for shorter crossing distance
- Add paving patterns already used at Cranes Roost
- Add sidewalk along the east side of the road
- Establish an east-west crosswalk north of the intersection with connection to the east
- Add additional signage to encourage pedestrian safety by directing them to dedicated areas

Segment 2- Back of House (Renaissance Center and Marshall's)

- Provide wide paver walkways with paving patterns already used at Cranes Roost
- Add extensions of planter areas to provide vegetative screening
- Add façade treatments, fencing and gates for dumpsters and improve or add existing lighting fixtures along pedestrian path
- Work with existing business owners to identify a design scheme and placement for dumpsters
- Extend existing median to use for pedestrian refuge and add landscaping.

Segment 3- Uptown/Whole Foods

- Add pavement patterns to enhance crosswalk and intersection
- Widen path to 10 feet with paving patterns already used at Cranes Roost
- Add planting strip along west edge of Festival Drive for buffer in the walkway
- Identify area to direct pedestrian traffic to trail at Uptown Boulevard

Segment 4-Bridge

- Replace existing fence with black decorative handrail
- Provide 15 foot radius at corner with no impact to the existing pond
- Add signage
- Introduce a new greenspace

Segment 5- Back of Theater

- Provide Landscape buffer strip along the west edge of Festival Drive
- Add signage

Segment 6- Cranes Roost Intersection/Café Murano

- Road change to provide pedestrian refuge to crosswalks
- Provide signature paving treatments to paths, crosswalks, and intersection
- Add signage
- Expand walkway in front of Café Murano
- Add bicycle parking at entrance of cranes Roost
- Add multi-use bridge parallel to travel lanes
- Extend landscape strip with on street parking potential

Segment 7- North Festival Drive

- Provide signage and pavement enhancements
- Extend median on Central Parkway by 20 feet
- Add multi-use bridge

Mr. Doig let the Commission know that they are at 60% design completion and it's a good time to incorporate any comments they may have in the session. Meanwhile they are obtaining approvals and easements from property owners and the City is obtaining bids for final design. Once plans are completed and bids are selected, they will coordinate contractors for the construction schedule. It is a very aggressive schedule but they are happy to meet it. He entertained any questions from the Commission at this time.

Commissioner Batman asked about the downside of having a four-way stop sign at Café Murano. Mr. Martz replied that they have a compressed time schedule and if they had to negotiate each piece of land from the tenants of Altamonte Mall parking lots, it would take a very long time to complete this project. He added that we designed it for our needs and left open options for when the mall redevelops. The design allows for functional reuse. Commissioner Reece wanted clarification on the details of access in and out of the parking lots.

Mayor Bates asked for clarification in Segment 2 and why we wouldn't add a sidewalk if we are trying to make it more pedestrian friendly. Mr. Martz replied that there isn't room in the public right of way and we'd be taking over the space already allocated for their dumpsters. Although it is a perfect solution, we'd make an enemy with our business. Mr. Doig added that in lieu of adding a sidewalk, they propose to install a crosswalk and enhance the other side of the street with a larger sidewalk to accommodate pedestrian traffic. Mr. Ostrodka added that the additional signage will direct them to the other side of the street.

Mr. Martz asked if there were any major objections to anything presented to them at this session. The Commission was in consensus that something needed to be done, and the traffic is an issue. Mr. Martz commented that we want to act as a disincentive to use Festival drive as a "cut-through" and to use Palm Springs or Montgomery. We recognize the desire of residents living in the area to walk and bike as it's going to increase just due to sheer nature of lifestyle choices people are making these days. Mr. Martz wanted to compliment Mr. Doig, Mr. Ostrodka, and their entire team working with our tight schedule. He commented that they did an excellent job envisioning our needs and mirroring our current image. He added they brought their entire team to every meeting and Mr. Martz complimented the work of our staff with them turning around deadlines so quickly. He closed by stating this is the best example of team efforts and choosing the right partners and making the right decisions.

Mr. Martz closed with some updates in the Uptown area including the building of real estate on the Southside, an encouraging people to get out of their cars to walk around and stay. We will face challenges that may be out of our control, but thankfully we envisioned this. In case they get questions, they need to remember that Altamonte Springs is the only City that successfully fulfilled its vision in their master plan. The City has embraced urbanization and lifestyle living and we are doing everything we can to make the people who live here to have a great experience. They will continue to get updates on this plan, but he encouraged them to call him if they have questions. Construction will start on September 30, and they

will be careful about the closures to the space but at the end of this process they will have a beautiful area. We are working on historical documents to prepare for questions on our vision and showcase how far we've come.

Mayor Bates asked if our events will still continue while construction will be happening. Mr. Martz replied that the lesson they've learned with the most recent update of Cranes Roost is that there is an "ownership" of the park with locals. We are challenged in having the patrons adapt as the City continues to adapt to change. They may still have events, but they will change as the park changes. He closed by stating that if nothing else existed in the City, we'd still have traffic just due to our location with I-4. Rather than fight congestion, we are embracing it and making it work for us by integrating pedestrian elements. With all the changes we've been able to accomplish, we are still able to do this without any debt. We can continue to improve our services and stay fiscally conservative.

Mr. Ostrodka thanked the Commission for their leadership and support as they embark on this project together.

The workshop adjourned at 6:46 p.m.

ATTEST:

MAYOR

CITY CLERK



REGULAR MEETING OF THE CITY COMMISSION MAY 17, 2016

Pursuant to due notice, a regular meeting of the Commission of the City of Altamonte Springs, Seminole County, was held at 225 Newburyport Avenue, in said City on May 17, 2016 at 7:00 p.m.

PRESENT WERE: Mayor Bates, Commissioners Batman, Hussey, Reece, and Wolfram

ALSO PRESENT WERE:

| | | |
|----------------|---|---------------|
| Frank Martz | - | Frank Martz |
| Skip Fowler | - | City Attorney |
| Erin O'Donnell | - | City Clerk |

The meeting was called to order by Mayor Bates at 7:00 p.m.

INVOCATION:

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

Motion: Moved by Commissioner Wolfram, seconded by Commissioner Hussey, to approve the minutes of the regular Commission Meeting of May 3, 2016 as presented. Motion carried unanimously.

INFORMAL COMMUNICATION FROM THE FLOOR: None

- PRESENTATION** Comprehensive Annual Financial Report for the Year Ended September 30, 2015

Mr. Mark Debord, Finance Director, noted that there were some changes in their reporting this year, as they were required to disclose the pension liability differently this year. Due to the participation of 82 employees out of 400+ in FRS, our liability shows at 58%, which skews the numbers. The City is currently managing five different pension plans. He introduced Mr. Daniel O'Keefe, of Moore Stephens Lovelace, P.A., who reported that due to the new Governmental Accounting Standards Board (GASB) reporting requirements, governments are displaying their financial positions in a changed way, which helps to show the true financial position of the organization. He highlighted a few funds, noting that we are strong and healthy, and again complemented the City on their sturdy financial position.

Commissioner Hussey commented that it was all in part to our staff and to give credit where it's due. Mr. Martz gave thanks to Cam McCoy, Deputy Finance Director in addition to Mr. Debord to doing an excellent job every year

along with Mr. O’Keefe’s representation of our City. He added that it is important to keep in perspective that the City is able to maintain this position while accomplishing significant projects. It is a testament to good financial planning and years of experience with great staff who know a unique balance of keeping not only our finances stable, but allowing us to keep our day-to-day operations flowing. Mayor Bates closed by also thanking Mr. Debord and the rest of the staff including the City Manager for working well together in an exceptional place.

- 2. PUBLIC HEARING** Ordinance 1699-16 - Granting a Commercial Solid
2ND READING Waste Franchise to Hubbard Construction
Company d/b/a Mid-Florida Materials

No members of the public appeared before the Commission. The attorney read the title of the Ordinance into the record.

Motion: Moved by Commissioner Wolfram, seconded by Commissioner Batman to pass Ordinance 1699-16 on second and final reading. Commissioner Batman – yes; Commissioner Hussey – yes; Commissioner Reece – yes; Commissioner Wolfram – yes; Mayor Bates – yes. Motion carried 5-0.

- 3. PUBLIC HEARING** Ordinance 1697-16 – Annual Update of the
1ST READING Comprehensive Plan’s Five-Year Capital
Improvement Program

No members of the public appeared before the Commission. The attorney read the title of the Ordinance into the record.

Motion: Moved by Commissioner Batman, seconded by Commissioner Wolfram to pass Ordinance 1697-16 on first reading and set second reading for June 7, 2016. Commissioner Batman – yes; Commissioner Hussey – yes; Commissioner Reece – yes; Commissioner Wolfram – yes; Mayor Bates – yes. Motion carried 5-0.

- 4. REQUEST FOR APPROVAL** Utility System Rate Adjustments

Motion: Moved by Commissioner Wolfram, seconded by Commissioner Reece to approve the utility system rate adjustments. Motion carried unanimously.

- 5. PUBLIC HEARING** Ordinance 1700-16 – Residential Refuse Disposal
1ST READING Service Rate Adjustment

No members of the public appeared before the Commission. The attorney read the title of the Ordinance into the record.

Motion: Moved by Commissioner Hussey, seconded by Commissioner Reece to pass Ordinance 1700-16 on first reading and set second reading for June 7, 2016. Commissioner Batman – yes; Commissioner Hussey – yes; Commissioner Reece – yes; Commissioner Wolfram – yes; Mayor Bates – yes. Motion carried 5-0.

- 6. PUBLIC HEARING** Resolution 1324 – Locally Funded Agreements (FLA)
between the City and the Florida Department of

Transportation (FDOT) for design services related to improvements on 436

No members of the public appeared before the Commission.

Motion: Moved by Commissioner Wolfram, seconded by Commissioner Reece to pass and adopt Resolution 1324. Commissioner Batman – yes; Commissioner Hussey – yes; Commissioner Reece – yes; Commissioner Wolfram – yes; Mayor Bates – yes. Motion carried 5-0.

7. PUBLIC HEARING **Resolution 1325** – Budget Amendment-Potable Water Reuse Pilot Project with St. John’s River Water Management District

No members of the public appeared before the Commission.

Mr. Martz commented on this item and reminded the Commission this is for a demonstration project in conjunction with the St. John’s River Water Management District. It is important for them to thank Senator Simmons and Representative Cortes next time they see them for helping secure the funding to be able to proceed with this project.

Motion: Moved by Commissioner Wolfram, seconded by Commissioner Reece to pass and adopt Resolution 1325. Commissioner Batman – yes; Commissioner Hussey – yes; Commissioner Reece – yes; Commissioner Wolfram – yes; Mayor Bates – yes. Motion carried 5-0.

8. REQUEST FOR APPROVAL First Amendment to Pilot Project Agreement with Uber Technologies, Inc.

Mr. Martz highlighted this item as an amendment with our phenomenal partnership with Uber. We have experienced a ten-fold increase in the demand for transportation since implementation and we reached out to local cities with SunRail stations to participate in the Pilot Project Agreement. This amendment cleans up the agreement and extends the termination date from March 21, 2017 to July 5, 2017.

Commissioner Batman asked if the County was interested in joining the program. Mr. Martz replied that he had a long discussion with the County earlier that day and they are on a different path with their transportation choices. The City has not included them in their plans as they have actively opposed previous plans the City has done.

Motion: Moved by Commissioner Reece, seconded by Commissioner Batman to approve the first amendment to the Pilot Project Agreement with Uber Technologies, Inc. Motion carried unanimously.

9. REQUEST FOR APPROVAL Interlocal Agreement between the cities of Altamonte Springs, Lake Mary, Longwood, Maitland, and Sanford

Motion: Moved by Commissioner Hussey, seconded by Commissioner Wolfram to approve the Interlocal Agreement. Motion carried unanimously.

10. FINANCE ITEMS

- A. **Springs Oaks East-Pre-Chlorinated Pipe Bursting with Site Restoration, Contract #AB15028A01** – Approve final payment to Murphy Pipeline Contractors, Inc. in the amount of \$43,025.05 and accept final closeout documents
- B. **Eastmonte Park Baseball Lighting, Fields 3 and 4, Contract RFP1314-8** – Approve utilizing Clay County Contract RFP1314-8 with Musco Sports Lightning, LLC for Eastmonte Park’s baseball fields 3 and 4 lighting
- C. **RFP-16-028-CE – Marketing and Public Relations Services – Annual Requirements** - Approve RFP-16-028-CE Evaluation Committee’s ranking, authorize staff to negotiate a contract with the top ranked firm, William Wellons Communications, LLC, and authorize the Mayor to execute the final negotiated contract.
- D. **Cranes Roost Fountain Upgrade** – Approve Freeport Fountains additional work for \$11,988.00

Motion: Moved by Commissioner Batman, seconded by Commissioner Hussey to approve finance items A-D. Motion carried unanimously.

INFORMAL COMMUNICATION FROM THE FLOOR: None

REPORTS:

CITY ATTORNEY- None

CITY CLERK- None

CITY MANAGER

Reported that the partnership with Uber is going very well and the company has been extremely good to work with as our staff has been enjoying working with like-minded people who are as driven as we are. As he mentioned earlier, the increase in use has been ten-fold and we are expanding our outreach to businesses to promote the use within their organizations. He added that the interest in technology, and not just the metrics, has been stimulating to see how it affects the behavior of the customers using it.

Lastly, he wanted to highlight the retirement of two long-term employees of the City. Deputy Fire Marshall Steve Peavey has been here for 33 years and he has worked with him for a long time. He wanted to mention that Mr. Peavey was here at a time when the City was unable to pay its employees which goes to show how far we have come with our CAFR presentation and financial position mentioned earlier. Mr. Peavey has an enormous amount

of accomplishments with the State of Florida, stating that of the few Fellows in the State, the City currently has two of them in their division. He mentioned that Sign Shop Specialist Brenda Church who has worked for the City for almost 40 years would also be retiring. He commented that it has been a family affair as her husband retired from the City and her son currently works for the City. Her efforts and presence in the sign shop will be missed. He added that the loss of almost 70 years of experience to the City will be hard, but the commitment shown to the City is very important. He felt it significant to commemorate their service and contributions on record during the evening.

COMMISSIONER BATMAN

Inquired about the availability and use of Uber during Red, Hot and Boom. Mr. Martz replied in the affirmative and explained that the Pilot Program is ending on July 5, 2017 for that reason.

COMMISSIONER REECE- None

COMMISSIONER HUSSEY - None

COMMISSIONER WOLFRAM

Commented that the upgrades to Cranes Roost are making the park look fantastic and encouraged everyone to visit. Mr. Martz added that the City would be hosting a private event to celebrate the reopening of the park for the sponsors and the businesses to thank those who have endured the time during construction.

MAYOR BATES

Extended her congratulations to both Steve Peavey and Brenda Church on their tremendous career with the City. She congratulated them on their retirements and she will be sad to see them go and leave our great team.

The meeting adjourned at 7:29 p.m.

ATTEST:

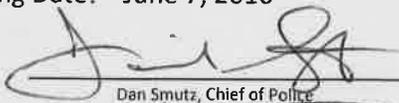
MAYOR

CITY CLERK



Meeting Date: June 7, 2016

From:


Dan Smutz, Chief of Police

Approved:


Frankie W. Martz II, City Manager

Official Use Only

Commission Action: _____

City Manager: _____

Date: _____

SUBJECT: Altamonte Springs Police Department's Life-Saving Award:
Senior Police Officer James Tittle

SUMMARY EXPLANATION & BACKGROUND:

On March 25, 2016, 9-1-1 received a call from a female who found her friend unresponsive in the driver's seat of his car. The 9-1-1 operator instructed her to start chest compressions, which she did as Police and Fire Rescue were responding. Senior Police Officer James Tittle was the first officer to arrive. Officer Tittle found the female giving the man chest compressions in the driver's seat of the car. The man was not breathing, had no pulse and was turning blue. Officer Tittle stabilized the man's head on the vehicle's headrest and had the female hold his head while he took over performing chest compressions. He continued performing chest compressions for approximately two minutes, at which time the man began to breathe on his own. Fire/Rescue arrived, confirmed the man had a heartbeat and transported him to the hospital. He is expected to make a full recovery.

If not for the quick, decisive, life-saving efforts of Officer Tittle, the man would have died. SPO Tittle exemplified an officer's duty to preserve and protect life. Without hesitation, he used life-saving measures in an emergency situation and is truly deserving of the Police Department's prestigious Life Saving Award.

FISCAL INFORMATION: None

RECOMMENDED ACTION: Present the Altamonte Springs Police Department's Life-Saving Award to Senior Police Officer James Tittle.

Initiated by: Edna Sanchez-Office Coordinator – Police Department



Meeting Date: June 7, 2016

From:


John Sember, Growth Management Director

Approved:


Franklin W. Mason, City Manager

Official Use Only

Commission Action: _____

City Manager: _____

Date: _____

SUBJECT: Ordinance No. 1697-16 (2nd reading) - Annual Update of the Comprehensive Plan's Five-Year Capital Improvement Program.

SUMMARY EXPLANATION & BACKGROUND:

Florida Statutes require local governments annually review and update Capital Improvement Element's (CIE), including the Five-Year Capital Improvement Program. The CIE is a required element of the Comprehensive Plan that is adopted and updated to reflect the timing and funding of capital projects which are necessary to meet or maintain adopted Level of Service standards for concurrency related facilities, or to implement the goals, objectives, and policies of the Comprehensive Plan.

This Ordinance updates Table 8.1 "Five-Year Capital Improvement Program," to advance the planning horizon one year from 2018/2019 to 2019/2020.

At their April 13, 2016 meeting the Planning Board recommended approval of the proposed ordinance.

FISCAL INFORMATION: Not applicable

RECOMMENDED ACTION: PASS and ADOPT Ordinance No. 1697-16 on second and final reading.

Initiated by: Alisha Maraviglia, Growth Management

ORDINANCE NO.: 1697-16

AN ORDINANCE OF THE CITY OF ALTAMONTE SPRINGS, FLORIDA, AMENDING "CITY PLAN 2030," THE ALTAMONTE SPRINGS COMPREHENSIVE PLAN, BY AMENDING CHAPTER 8, "CAPITAL IMPROVEMENT ELEMENT," BY UPDATING THE CAPITAL IMPROVEMENT PROGRAM (CIP) TO UPDATE TABLE 8.1, "FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM," TO ADJUST THE PLANNING HORIZON TO COVER FISCAL YEARS 2016 THROUGH 2020 RATHER THAN 2015 THROUGH 2019; AND BY UPDATING THE TIMING AND FUNDING OF THE CAPITAL PROJECTS SET FORTH IN THE TABLE; PROVIDING FOR CONFLICTS, PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Altamonte Springs, Florida, on October 5, 2010, adopted Ordinance No. 1628-10, the Comprehensive Plan of the City of Altamonte Springs, referred to as "City Plan 2030" ("the Comprehensive Plan"); and

WHEREAS, the Comprehensive Plan contains a Capital Improvements Element as required by Chapter 163, Florida Statutes; and

WHEREAS, as part of the Capital Improvements Element, the City Commission has set forth a Capital Improvement Program which provides a table with proposed funding of various capital projects over the next five fiscal years; and

WHEREAS, the table needs to be updated to keep the five-year capital projects list current for the five-year window, and to comply with the annual update requirements of section 163.3177, Florida Statutes; and

WHEREAS, the City Commission finds that this ordinance furthers the public interest by updating the five year capital improvement program table.

NOW, THEREFORE, be it ordained by the City Commission of the City of Altamonte Springs, Florida, as follows:

SECTION ONE. Table 8.1, "Five Year Capital Improvement Program," of Chapter 8, "Capital Improvement Element," of the Comprehensive Plan of the City of Altamonte Springs, Florida is hereby repealed and a new Table 8.1 is hereby enacted as shown on Exhibit "A", which is incorporated in its entirety.

All other ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

SECTION THREE: SEVERABILITY

If any section, sentence, clause phrase of this Ordinance is held to be invalid or unconstitutional by any Court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

SECTION FOUR: EFFECTIVE DATE

This ordinance shall become effective immediately after passage.

PASSED AND DULY ADOPTED by the City of Altamonte Springs, Seminole County, Florida this ____ day of _____, 2016.

ADVERTISED: _____

Pat Bates, Mayor
City of Altamonte Springs

ATTEST:

Erin O'Donnell, City Clerk

Approved as to form and legality
for use and reliance by the
City of Altamonte Springs

James A. Fowler, City Attorney

ORDINANCE NUMBER 1697-16

EXHIBIT "A"

New Table 8.1, "Five Year Capital Improvement Program" for FY 2015/16

CITY OF ALTAMONTE SPRINGS

CAPITAL IMPROVEMENTS

Table 8.1

Five-Year Capital Improvement Program

Ord. No. 1697-16

Purpose: To meet or maintain adopted level of service or to implement the comprehensive plan.

| Project: | FY 15/16 | FY 16/17 | FY 17/18 | FY 18/19 | FY 19/20 | Total |
|--|----------------|----------------|----------------|----------------|----------------|-----------------|
| REVENUES | | | | | | |
| Water and Sewer System | | | | | | |
| Net operating revenues: | | | | | | |
| Water | \$ 5,328,396 | \$ 5,488,328 | \$ 5,680,420 | \$ 5,907,637 | \$ 6,114,404 | \$ 28,519,184 |
| Sewer | 9,272,793 | 9,591,023 | 9,968,158 | 10,409,990 | 10,819,386 | 50,061,351 |
| Reclaimed | 3,017,541 | 3,151,770 | 3,183,288 | 3,321,230 | 3,354,442 | 16,028,271 |
| Other operating revenues | 37,860 | 37,860 | 37,860 | 37,860 | 37,860 | 189,301 |
| Other Non-operating revenues | 390,173 | 374,268 | 235,831 | 222,245 | 187,745 | 1,410,282 |
| Connection and in pad fees | 907,941 | 311,875 | 200,575 | 200,575 | 200,575 | 1,821,541 |
| Total revenues | \$ 18,954,704 | \$ 18,995,125 | \$ 19,306,131 | \$ 20,099,537 | \$ 20,714,413 | \$ 98,029,911 |
| Less: Operating expenses | (13,465,356) | (14,084,785) | (14,482,669) | (14,892,467) | (15,314,863) | (72,240,140) |
| Net operating revenues available for capital projects | \$ 5,489,348 | \$ 4,870,340 | \$ 4,823,462 | \$ 5,207,070 | \$ 5,399,550 | \$ 25,789,771 |
| Capital projects: | | | | | | |
| Total capital projects (from Expenditures section, below) | 11,743,800 | 13,719,150 | 5,729,130 | 7,507,100 | 8,045,818 | 46,744,998 |
| Net operating revenues over or (under) capital projects | \$ (6,254,452) | \$ (8,848,810) | \$ (905,668) | \$ (2,300,030) | \$ (2,646,268) | \$ (20,995,227) |
| Fund balance: | | | | | | |
| Beginning of year | 29,158,609 | 22,904,157 | 14,055,347 | 13,149,680 | 10,849,650 | 29,158,609 |
| End of year | \$ 22,904,157 | \$ 14,055,347 | \$ 13,149,680 | \$ 10,849,650 | \$ 8,203,382 | \$ 8,203,382 |
| Stormwater Management Revenues | | | | | | |
| Net operating revenues: | | | | | | |
| Fees & penalties | \$ 1,919,000 | \$ 1,945,000 | \$ 1,945,000 | \$ 1,945,000 | \$ 1,945,000 | \$ 9,699,000 |
| Drainage connection fees | 25,000 | 21,900 | 20,805 | 19,765 | 18,777 | 106,247 |
| Interest income | 141,701 | 151,495 | 118,644 | 84,718 | 77,609 | 574,167 |
| Total revenues | \$ 2,085,701 | \$ 2,118,395 | \$ 2,084,449 | \$ 2,049,483 | \$ 2,041,386 | \$ 10,379,414 |
| Less: Operating expenses | (1,233,171) | (1,494,137) | (1,556,238) | (1,600,524) | (1,646,256) | (7,530,326) |
| Net operating revenues available for capital projects | \$ 852,530 | \$ 624,258 | \$ 528,211 | \$ 448,959 | \$ 395,130 | \$ 2,849,088 |
| Capital projects: | | | | | | |
| Total capital projects (from Expenditures section, below) | 1,049,485 | 2,503,250 | 2,786,400 | 918,714 | 662,782 | 8,320,631 |
| Net operating revenues over or (under) capital projects | \$ (196,955) | \$ (2,278,992) | \$ (2,258,189) | \$ (469,755) | \$ (267,652) | \$ (5,471,543) |
| Fund balance: | | | | | | |
| Beginning of year | 10,366,824 | 10,169,869 | 7,890,877 | 5,632,688 | 5,162,933 | 10,366,824 |
| End of year | \$ 10,169,869 | \$ 7,890,877 | \$ 5,632,688 | \$ 5,162,933 | \$ 4,895,281 | \$ 4,895,281 |
| Sales Tax Revenues | | | | | | |
| Revenues: | | | | | | |
| Sales tax revenues | \$ 2,318,587 | \$ 2,277,336 | \$ 2,300,106 | \$ 2,323,110 | \$ 2,346,876 | \$ 11,566,015 |
| Interest income | 106,052 | 137,643 | 147,093 | 56,145 | 39,344 | 486,277 |
| Total revenues | \$ 2,424,639 | \$ 2,414,979 | \$ 2,447,199 | \$ 2,379,255 | \$ 2,386,220 | \$ 12,052,292 |
| Capital projects: | | | | | | |
| Total capital projects (from Expenditures section, below) | 928,750 | 1,785,000 | 8,510,400 | 3,499,335 | 3,942,408 | 18,665,893 |
| Net revenues over or (under) capital projects | \$ 1,495,889 | \$ 629,979 | \$ (6,063,201) | \$ (1,120,080) | \$ (1,556,188) | \$ (6,613,601) |
| Fund balance: | | | | | | |

CITY OF ALTAMONTE SPRINGS

CAPITAL IMPROVEMENTS

Table 8.1

Five-Year Capital Improvement Program

Ord. No. 1697-16

Purpose: To meet or maintain adopted level of services or to implement the comprehensive plan.

| Project | FY 15/16 | FY 16/17 | FY 17/18 | FY 18/19 | FY 19/20 | Total |
|---|--------------------|----------------|----------------|--------------|--------------|-----------------|
| Beginning of year | 7,646,585 | 9,142,454 | 9,772,433 | 3,709,232 | 2,589,152 | 7,646,585 |
| End of year | \$ 9,142,454 | \$ 9,772,433 | \$ 3,709,232 | \$ 2,589,152 | \$ 1,032,964 | \$ 1,032,964 |
| Transportation Impact Fee Revenues | | | | | | |
| Revenues: | | | | | | |
| Transportation impact fees | \$ 280,619 | \$ - | \$ - | \$ - | \$ - | \$ 280,619 |
| Interest income | 76,921 | 110,193 | 4,746 | 4,818 | 4,890 | 201,568 |
| Total revenues | \$ 357,540 | \$ 110,193 | \$ 4,746 | \$ 4,818 | \$ 4,890 | \$ 482,187 |
| Capital projects: | | | | | | |
| Total capital projects (from Expenditures section, below) | 440,165 | 7,140,000 | - | - | - | 7,580,165 |
| Net revenues over or (under) capital projects | \$ (82,625) | \$ (7,029,807) | \$ 4,746 | \$ 4,818 | \$ 4,890 | \$ (7,097,978) |
| Fund balance: | | | | | | |
| Beginning of year | 7,428,806 | 7,346,181 | 316,374 | 321,120 | 325,938 | 7,428,806 |
| End of year | \$ 7,346,181 | \$ 316,374 | \$ 321,120 | \$ 325,938 | \$ 330,828 | \$ 330,828 |
| Community Redevelopment Agency | | | | | | |
| Revenues: | | | | | | |
| Tax increments | \$ 3,780,807 | \$ - | \$ - | \$ - | \$ - | \$ 3,780,807 |
| Events management sponsorships and fees | 145,647 | 0 | 0 | 0 | 0 | 145,647 |
| Interest income | 285,518 | 236,272 | 124,683 | 25,709 | 23,395 | 695,577 |
| Total revenues | \$ 4,211,972 | \$ 236,272 | \$ 124,683 | \$ 25,709 | \$ 23,395 | \$ 4,622,031 |
| Less: Operating expenses | (1,528,054) | - | - | - | - | (1,528,054) |
| Net operating revenues available for capital projects | \$ 2,683,918 | \$ 236,272 | \$ 124,683 | \$ 25,709 | \$ 23,395 | \$ 3,093,977 |
| Capital projects: | | | | | | |
| Total capital projects (from Expenditures section, below) | 13,244,433 | 7,668,000 | 6,711,000 | 179,966 | - | 27,803,399 |
| Net revenues over or (under) capital projects | \$ (10,560,515) | \$ (7,431,728) | \$ (6,586,317) | \$ (154,257) | \$ 23,395 | \$ (24,709,422) |
| Fund balance: | | | | | | |
| Beginning of year | 26,311,976 | 15,751,461 | 8,319,733 | 1,733,416 | 1,579,159 | 26,311,976 |
| End of year | \$ 15,751,461 | \$ 8,319,733 | \$ 1,733,416 | \$ 1,579,159 | \$ 1,602,554 | \$ 1,602,554 |
| TOTAL REVENUES | | | | | | |
| TOTAL | \$ 11,807,975 | \$ 8,256,042 | \$ 7,928,301 | \$ 8,065,811 | \$ 8,209,185 | \$ 44,267,315 |
| EXPENDITURES | | | | | | |
| Water and Sewer System | | | | | | |
| Asset mgmt implementation upgrades (software) | W TRSWR \$ 200,000 | \$ 200,000 | \$ 180,000 | \$ - | \$ - | \$ 580,000 |
| Architectural needs assessment and engineering | W TRSWR 165,000 | - | - | - | - | 165,000 |
| Repairs and maintenance | W TRSWR 94,000 | 365,000 | 288,000 | 510,000 | 664,000 | 1,921,000 |
| Road widenings - utility relocations | W TRSWR - | 200,000 | 350,000 | - | - | 550,000 |
| Potable water projects | W TRSWR 300,000 | - | - | - | - | 300,000 |
| Lift station replacements | W TRSWR 844,000 | 1,210,000 | 1,790,000 | 1,585,000 | 2,280,000 | 7,689,000 |
| Force-main assessment and replacement | W TRSWR 2,250,000 | 500,000 | - | - | - | 2,750,000 |

CITY OF ALTAMONTE SPRINGS

CAPITAL IMPROVEMENTS

Table 8.1

Five-Year Capital Improvement Program

Ord. No. 1697-16

Purpose: To meet or maintain adopted level of service or to implement the comprehensive plan.

| Project | Funding Source | | | | | Total |
|--|----------------------|---------------|---------------|--------------|--------------|---------------|
| | FY 1516 | FY 1617 | FY 1718 | FY 1819 | FY 1920 | |
| Force main river crossings | W TOSWR | - | 1,200,000 | - | - | 1,200,000 |
| Regional wastewater treatment plant | W TOSWR | 6,500,000 | 8,020,000 | 1,760,000 | 3,440,000 | 1,840,000 |
| Elevated storage tank | W TOSWR | - | - | - | - | 21,560,000 |
| Update water master plan | W TOSWR | - | - | - | - | 100,000 |
| Building replacements (assessment, design, construction) | W TOSWR | 900,000 | 900,000 | 200,000 | 300,000 | 2,000,000 |
| Water line renewal | W TOSWR | 200,000 | 300,000 | 300,000 | 300,000 | 1,400,000 |
| Reclaimed water projects | W TOSWR | - | - | - | - | 1,450,000 |
| Miscellaneous improvements | W TOSWR | 27,500 | 75,000 | 78,750 | 82,688 | 350,760 |
| Fleet vehicle replacements | W TOSWR | 139,800 | 28,000 | 293,000 | 528,000 | 1,288,800 |
| Machinery & equipment | W TOSWR | 123,500 | 75,000 | 76,500 | 78,030 | 432,621 |
| Reserves & inflation | W TOSWR | - | 646,150 | 412,880 | 733,382 | 965,405 |
| Total capital projects | | \$ 11,743,800 | \$ 13,719,150 | \$ 5,729,130 | \$ 7,507,100 | \$ 8,045,818 |
| Stormwater Management | | | | | | \$ 46,744,996 |
| TMDL reduction projects | | | | | | \$ 2,675,000 |
| Pond 24 erosion and access improvement | Stormwater Fee | 80,000 | 175,000 | - | - | 255,000 |
| East Town master drainage | Stormwater Fee | 250,000 | 2,000,000 | 2,000,000 | - | 4,250,000 |
| Vehicle replacements | Stormwater Fee | 154,485 | - | - | 247,000 | 401,485 |
| Miscellaneous Projects | Stormwater Fee | 90,000 | 40,000 | 30,000 | 30,000 | 220,000 |
| Reserves & inflation | Stormwater Fee | - | 138,250 | 206,400 | 91,714 | 82,782 |
| Total capital projects | | \$ 1,049,485 | \$ 2,903,250 | \$ 2,786,400 | \$ 918,714 | \$ 662,782 |
| Transportation | | | | | | \$ 8,320,631 |
| Spring Lake Road pedestrian connector | Sales Tax | - | - | - | 100,000 | 500,000 |
| TOD pedestrian and connectivity | Sales Tax | 0 | 100,000 | 250,000 | 250,000 | 850,000 |
| Gateway Drive (eastern segment) | Sales Tax | 200,000 | 0 | 0 | 0 | 200,000 |
| SR 436 East of I-4 corridor enhancements | Sales Tax | 0 | 500,000 | 500,000 | 0 | 1,000,000 |
| SR 436 intersection improvements | Sales Tax | 0 | 0 | 0 | 350,000 | 1,750,000 |
| Traffic Signal Improvements | Sales Tax | 45,000 | 250,000 | 250,000 | 250,000 | 1,045,000 |
| Northlake Blvd reconstruction | Sales Tax | 0 | 0 | 2,000,000 | 0 | 2,000,000 |
| Orange Road Bank Stabilization | Sales Tax | 100,000 | 150,000 | 4,000,000 | 0 | 4,250,000 |
| City-wide Street Resurfacing | Sales Tax | 250,000 | 700,000 | 700,000 | 700,000 | 3,050,000 |
| Orange Avenue (SR 436 to SR 434) | Sales Tax | 0 | 0 | 180,000 | 0 | 1,680,000 |
| East Town Center roadway improvements | Sales Tax/Impact Fee | 333,750 | 4,250,000 | 0 | 0 | 4,583,750 |
| Montgomery Road/Oak Drive intersection improvement | Impact Fee | 187,673 | 250,000 | 0 | 0 | 437,673 |
| Oriental Drive - repairing/drainage/pedestrian improvements | Impact Fee | 0 | 2,300,000 | 0 | 0 | 2,300,000 |
| Multi-modal planning | Impact Fee | 218,742 | 250,000 | 0 | 0 | 468,742 |
| Reserves & inflation | | 0 | 85,000 | 630,400 | 349,335 | 492,408 |
| Total capital projects | | \$ 1,335,165 | \$ 8,835,000 | \$ 8,510,400 | \$ 3,499,335 | \$ 3,942,408 |
| Community Redevelopment Agency | | | | | | \$ 26,122,308 |
| Parking garage | TF | \$ - | \$ 5,000,000 | \$ 4,000,000 | \$ - | \$ 9,000,000 |
| Pedestrian facility/improvements, repair, and replacement | TF | 13,244,433 | 2,150,000 | 2,150,000 | - | 17,544,433 |

Table 8.1

Five-Year Capital Improvement Program

Ord. No. 1697-16

Purpose: To meet or maintain adopted level of service or to implement the comprehensive plan.

| Project | Funding Source | FY 16/16 | FY 16/17 | FY 17/18 | FY 18/19 | FY 19/20 | Total |
|---|----------------|-----------------|-----------------|-----------------|----------------|----------------|-----------------|
| Miscellaneous improvements | TF | - | 160,000 | 75,000 | 162,000 | - | 397,000 |
| Reserves & inflation | | - | 358,000 | 486,000 | 17,966 | - | 861,966 |
| Total capital projects | | \$ 13,244,433 | \$ 7,668,000 | \$ 6,711,000 | \$ 179,966 | \$ - | \$ 27,803,399 |
| TOTAL EXPENDITURES | | | | | | | |
| TOTAL | | \$ 27,372,883 | \$ 33,125,400 | \$ 23,736,990 | \$ 12,105,115 | \$ 12,651,008 | \$ 108,991,336 |
| GRAND TOTALS | | | | | | | |
| Net revenues | | \$ 11,807,975 | \$ 8,256,042 | \$ 7,928,301 | \$ 8,065,811 | \$ 8,209,185 | \$ 44,267,315 |
| Capital projects | | 27,372,883 | 33,125,400 | 23,736,930 | 12,105,115 | 12,651,008 | 108,991,336 |
| Net revenues over or (under) capital projects | | \$ (15,564,908) | \$ (24,869,358) | \$ (15,808,629) | \$ (4,039,304) | \$ (4,441,823) | \$ (64,724,021) |
| Fund balance: | | | | | | | |
| Beginning of year | | 80,912,780 | 65,314,122 | 40,354,764 | 24,546,136 | 20,506,832 | 80,912,780 |
| End of year | | \$ 65,347,872 | \$ 40,444,764 | \$ 24,546,136 | \$ 20,506,832 | \$ 16,065,009 | \$ 16,188,759 |

CAPITAL PROJECTS BY OTHER AGENCIES

Capital Projects Not Funded by the City and for Which the City is Not Responsible

(If the City is contributing funds to one of these projects, that contribution has been identified in the Expenditures section, above)

| MPO Identified Projects | | DIR MESA | SU DDR | \$ | 61,000 | \$ | - | \$ | - | \$ | - | \$ | - | \$ | 61,000 | | | |
|--|--|-----------------|--------|----|-----------|----|---|----|---|--------------|---|----|---|--------------|------------|------|------|---------------|
| US 17/92 at SR 436: Grade Separated Interchange (F'llover) (FM 4044181) | | | | | 2,000 | | | | | | | | | | 2,000 | | | |
| SR 434 - Drainage Improvements at Little Wekiva Outfall (FM 4235131) | | DS, DM | | | | | | | | | | | | | | | | |
| Wymore Rd - County line to SR 436: Bike/Pedestrian & Stormwater Improvements (FM 77005) | | LOGT, REF, OCST | | | 8,352,000 | | | | | | | | | | 8,352,000 | | | |
| SR 436 - from Newburgport Rd. to Ronald Reagan Blvd. - Intersection Improvements - (FM 77011) | | | | | | | | | | 500,000 | | | | 750,000 | | | | |
| SR 436/E Altamonte Dr. - Boston Ave. to W. of Oxford Rd. Semi-nole-Wekiva Trail South End to Orange/Seminole Co. Line (FM 4249291) | | SA | | | 442,000 | | | | | 3,985,000 | | | | | 4,427,000 | | | |
| Total MPO identified projects | | | | | \$ 3,000 | | | | | \$ 8,860,000 | | | | \$ 4,485,000 | \$ 750,000 | \$ - | \$ - | \$ 14,095,000 |

Notes:

- Central Florida Commuter Rail (SunRail) has various tasks on the MPO 15/16-19/20 TIP. Projects designed to support Sunrail continue to be identified as priorities in the MPO Prioritized Project List FY 2021-39/40. Sunrail is a 61-mile commuter rail network that extends from Deland to Palmdena and has a station in Altamonte Springs.
- MPO projects below are TBD based on funding and prioritization ranking in future years (19/20-39/40)
- TBD - From the Prioritized Project List (M&O) - #2 Mallard Blvd westbound from Mallard Summit to SR 434 - add auxiliary lane - PE \$300,000 and CST \$1,500,000
- TBD - From the Prioritized Project List (Highway Funds PE List) - #21 SR 436 from I-4 to 17-52 multi-modal improvements - PE \$1,500,000
- TBD - From the Prioritized Project List (Highway Funds PE List) - #36 SR 434 from Mallard Blvd to SR 436 multi-modal improvements - PE \$750,000
- TBD - From the Prioritized Project List (Highway Funds PE List) - #41 SR 434 from SR 436 to Montgomery Road widen to 6 lanes - PD&E \$1,000,000

Table 8.1

Five-Year Capital Improvement Program

Ord. No. 1697-16

Purpose: To meet or maintain adopted level of service or to implement the comprehensive plan.
 Funding Source FY 15/16 FY 16/17 FY 17/18 FY 18/19 FY 19/20 Total

| Seminole School District Projects | | | | | | |
|---|--|--|--|--|--|--|
| The Seminole County Public Schools 2015-2016 Five Year Capital Improvement Plan as adopted by the Seminole County School Board on September 8, 2015 is incorporated into the City's Five-Year Capital Improvement Program by reference. | | | | | | |

NOTES

FPO Revenue Source Abbreviations

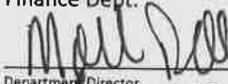
Federal Funding Categories

- ACSA - Federal advanced construction funds for highway projects in urban areas of any size
 - DFTA - Federal pass-thru \$ from FTA
 - FSF11 - Federal Stimulus - Capacity
 - FTA - Federal Transit Administration
 - NHAC - Federal Nat'l Highway System funds for principal arterials (advanced const.)
 - NSTP - National Surface Transportation Policy and Revenue Study Commission
 - STP - Surface transportation planning
 - SA - Federal Surface Transportation funds without population restraints
 - SU - STP over 200,000 in population
- State Funding Categories**
- DI - Inter/intrastate Highway
 - DIH - State designated in-house funds
 - DIS - Strategic intermodal system
 - DPTO - State public transportation office
 - DS - State funds for primary highways & public transit



Meeting Date: June 7, 2016

From (Dept): Finance Dept.

Signature: 
Department Director

Approved for
Agenda: 

Official Use Only

Commission Action: _____

City Manager: _____

Date: _____

SUBJECT: Residential Refuse Disposal Service Rate Adjustment

SUMMARY EXPLANATION & BACKGROUND: We recently completed a rate study of the City's residential refuse disposal service fund. A copy of our report is attached.

We looked at likely expenses and revenues over the next five years. We conclude that without a rate adjustment the residential refuse disposal program would be in the red within five years. Fortunately, a modest increase in the monthly rate will preserve the financial health of the operation. By acting now with small annual increases we can avoid much larger increases in the future.

We recommend raising the monthly rate from the current level of \$20.75 to \$21.25, an increase of \$0.50 (2.4%) per month effective October 1, 2016. Further, we recommend raising the monthly rate \$0.25 (about 1.2%) on October 1st of each year for the following two years (October 1st of 2017 and 2018).

We continue to offer superior service at competitive rates, even after these proposed increases. In fact, our combined charges for utility services (water, sewer, reclaimed, refuse and stormwater) are less than half that of some of our neighbors. We recommend the City Commission give favorable consideration to this proposal.

At the regular meeting of May 17, 2016, the Commission approved the rate adjustment ordinance on first reading and set second reading for June 7, 2016.

FISCAL INFORMATION: The rate adjustments would generate additional revenues of about \$200,000 over the next three years.

RECOMMENDED ACTION: We recommend the City Commission pass and adopt Ordinance Number 1700-16 on second and final reading.

ORDINANCE NO. 1700-16

AN ORDINANCE OF THE CITY OF ALTAMONTE SPRINGS, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE CITY OF ALTAMONTE SPRINGS, FLORIDA, BY AMENDING CHAPTER 17, "GARBAGE, TRASH AND WEEDS", SUBSUBSECTION 1 OF SUBSECTION (a) "FEES" OF SUBSECTION 6 "FEES; BILLING PROCEDURES; FAILURE TO PAY; COMMERCIAL ESTABLISHMENTS." TO INCREASE MONTHLY FEES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 17 of the Code of Ordinances of the City of Altamonte Springs, Florida (the "City"), regulates garbage and trash collection within the City, and,

WHEREAS, the City provides direct garbage and trash collection and disposal services for residents of the City, and,

WHEREAS, the City has established and maintains a Residential Refuse Disposal Operating Fund (the "Operating Fund") to account for revenues and expenses related to residential garbage and trash collection and disposal services, and,

WHEREAS, the City's staff has prepared and submitted to the City Commission of the City of Altamonte Springs, Florida (the "Commission"), a study of the current and projected financial condition of the Operating Fund, and,

WHEREAS, the Commission has reviewed this study and have concluded an increase in the monthly rate charged to users of the City's residential refuse collection and disposal services is warranted to ensure the continued positive financial condition of the Operating Fund, and,

WHEREAS, the Commission finds that the continued positive financial condition of the Operating Fund is in the best interest of the City,

NOW, THEREFORE BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF ALTAMONTE SPRINGS, FLORIDA, AS FOLLOWS:

SECTION ONE: Subsubsection (1) of subsection (a) "Fees", of Section 17-6, "Fees: billing procedure; failure to pay; commercial establishments." of the Code of Ordinances of the City of Altamonte Springs, Florida, be and the same is hereby amended to read as follows:

Section 17.6. Fees; billing procedure; failure to pay; commercial establishments.

- (a) *Fees.* There is hereby imposed a monthly solid waste collection fee, the amount of which fee shall be in accordance with the following schedule:
 - (1) For each single-family residential unit as defined in this chapter, the fee to be paid to the City shall be twenty dollars and seventy-five ~~no~~ cents (\$20.75 ~~\$20.00~~) effective October 1, 2014 ~~2011~~, with an allowance of not more than three (3) garbage containers per pickup, such pickup to be made twice weekly. For all bills rendered on or after October 1, 2016

~~2012~~, the fee shall be twenty one dollars and twenty-five cents (~~\$21.25~~ \$20.25). For all bills rendered on or after October 1, ~~2017~~ 2013, the fee shall be twenty one dollars and fifty cents (~~\$21.50~~ \$20.50). For all bills rendered on or after October 1, ~~2018~~ 2014, the fee shall be twenty one dollars and seventy-five cents (~~\$21.75~~ \$20.75).

(Deleted language is stricken; added language is underlined)

SECTION TWO: All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

SECTION THREE: The provisions of this Ordinance are intended to be severable. If any one or more sections, paragraphs, sentences, clauses or provisions shall be held to be illegal or invalid, the remaining sections, paragraphs, sentences, clauses or provisions of this Ordinance shall nevertheless stand and be construed as of the illegal or invalid sections, paragraphs, sentences, clauses or provisions had not been included therein.

SECTION FOUR: The provisions of this Ordinance shall become effective immediately upon its passage by the City Commission of the City of Altamonte Springs, Florida.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2016.

MAYOR of the City of Altamonte Springs, Florida

Advertised: _____

ATTEST:

City Clerk

First Reading: _____

Approved as to form and legality for use and reliance by the City of Altamonte Springs, Florida.

City Attorney



Meeting Date: June 7, 2016

From: John Sember
John Sember, Growth Management Director

Approved: [Signature]
Franklin Marshall, City Manager

Official Use Only

Commission Action: _____

City Manager: _____

Date: _____

SUBJECT: RESOLUTION NO. 1321

Partial Abandonment of Utility Easement - 381 San Sebastian Prado

SUMMARY EXPLANATION & BACKGROUND:

This is a request for the abandonment of a 2-foot wide portion of a 7-foot wide utility easement for a length of 52 feet. The easement is located on the east side of the subject property (Lot 13, Block A) and was dedicated with the plat for San Sebastian Heights Unit 1 Plat, recorded in Plat Book 15, Pages 88-89. The abandonment is being requested because a portion of the existing home encroaches into the platted easement. The abandonment area covers only the encroachment area and leaves the remainder of the utility easement in place.

The Public Works Department has confirmed that no City utilities are located in the easement area to be abandoned and the City has no objection to the partial abandonment. Private utility companies have reviewed the request and issued letters of no objection to the partial easement abandonment. The applicant submitted letters of no objection from Duke Energy, TECO Peoples Gas, CenturyLink, and Bright House Networks. Additionally, property owners immediately adjacent to the subject property were provided notice of the proposed abandonment.

FISCAL INFORMATION: Not applicable

RECOMMENDED ACTION:

PASS AND ADOPT Resolution No. 1321.

Initiated by: Tina Demostene, Development Services Manager
Cc: Victoria Bogle, Utilities Coordinator

RESOLUTION NO. 1321

A RESOLUTION OF THE CITY OF ALTAMONTE SPRINGS, FLORIDA, VACATING AND ABANDONING A PORTION OF A SEVEN (7) FOOT WIDE UTILITY EASEMENT WITHIN THE CORPORATE LIMITS OF THE CITY OF ALTAMONTE SPRINGS, FLORIDA, LOCATED AT 381 SAN SEBASTIAN PRADO, PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Altamonte Springs, Florida does hereby expressly find that it is not contrary to the interests of the public health, safety, and welfare to dispose of that certain portion of the utility easement located over and across that certain land described as follows, to wit:

LOT 13, BLOCK A, SAN SEBASTIAN HEIGHTS UNIT 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 15, PAGES 88 AND 89, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

WHEREAS, the City Commission of the City of Altamonte Springs, Florida, based upon the evidence presented to it and in the public record, does hereby find that

THE SOUTH 52 FEET OF THE NORTH 91 FEET OF THE WEST 2 FEET OF THE EAST 7 FEET OF THE FOLLOWING DESCRIBED PARCEL:

LOT 13, BLOCK A, SAN SEBASTIAN HEIGHTS UNIT 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 15, PAGES 88 AND 89, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA,

located at 381 San Sebastian Prado in Altamonte Springs, Florida is no longer necessary for public use; and

WHEREAS, the City Commission of the City of Altamonte Springs, Florida, has reviewed the comments and recommendations of staff, and is in accord with the recommendation that the best interest of the City of Altamonte Springs, Florida, will be served by the abandonment and vacating of a portion of the above described utility easement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ALTAMONTE SPRINGS, FLORIDA, AS FOLLOWS:

SECTION ONE: ABANDONMENT. That the above described South 52 feet of the North 91 feet of the West 2 feet of the East 7 feet of Lot 13, Block A, San Sebastian Heights Unit 1 (PB 15, PGS 88 and 90), located at 381 San Sebastian Prado be and the same is hereby closed, vacated, and abandoned as of this date and the City Commission renounces any rights in said portion of this utility easement.

SECTION TWO: SEVERABILITY. If any provision of this resolution or the application thereof to any person or circumstances is held invalid, the invalidity shall not effect other provisions or applications of the resolution which can be given effect without the invalid provision or application, and to this end the provisions of this resolution are declared severable.

SECTION THREE. EFFECTIVE DATE. This resolution shall become effective immediately upon its final passage and adoption.

DONE AND RESOLVED by the City Commission of the City of Altamonte Springs this ____ day of _____, 2016.

PAT BATES, MAYOR
City of Altamonte Springs, Florida

ATTEST:

ERIN O'DONNELL, CITY CLERK

Approved as to form and legality
for use and reliance by the
City of Altamonte Springs, Florida

JAMES A. FOWLER, CITY ATTORNEY

**RELEASE AND ABANDONMENT
OF EASEMENT**

THIS RELEASE AND ABANDONMENT OF EASEMENT is made this _____ day of _____, 2016, by the **CITY OF ALTAMONTE SPRINGS, FLORIDA**, a Florida municipal corporation, hereinafter referred to as the "City of Altamonte Springs" or "City", whose address is 225 Newburyport Avenue, Altamonte Springs, Florida 32701.

W I T N E S S E T H

WHEREAS, the property owner, GCB Properties LLC., on January 15, 2016 submitted a Petition for Abandonment for a portion of a seven (7) foot wide platted utility easement located on their property, which is located at 381 San Sebastian Prado, in Altamonte Springs, Florida (Seminole County Parcel No. 16-21-29-502-0A00-0130), and more particular described in **Sheet 1 of 2 of Composite Exhibit "A", Subject Property Sketch of Description**, attached hereto, and by this reference incorporated herein (the "Subject Property"); and,

WHEREAS, the City was granted an ownership interest in certain real property, situated in Seminole County, Florida, by virtue of that certain seven (7) foot wide platted public utilities easement located on the northeast property line of Lot 13, Block A, San Sebastian Heights Unit 1, according to the plat thereof, as recorded at Plat Book 15, Pages 88 and 89 of the Public Records of Seminole County, Florida, herein referred to as the "Public Utilities Easement"; and

WHEREAS, the portion of the Public Utility Easement that has been requested to be abandoned is approximately 104 square feet and is more particularly described in **Sheet 2 of 2 of Composite Exhibit "A", Proposed Easement Vacation – Sketch of Description**, attached hereto, and by this reference incorporated herein (the "Easement Area to be Vacated"); and

WHEREAS, the City Commission of the City of Altamonte Springs, Florida, based upon the evidence presented to it and in the Public Record, did by **City Resolution No. 1321** adopted on _____, 2016 and recorded in Official Record Book _____, Pages _____ of the Public Records of Seminole County, Florida, find that the Easement Area to be Vacated within the Public Utility Easement on the Subject Property is no longer necessary for public use; and

WHEREAS, the City Commission of the City of Altamonte Springs, Florida did expressly find that it was not contrary to the interests of the public health, safety, and welfare to dispose of that certain portion of the Public Utilities Easement, and did close, vacate, and abandon said easement; and,

WHEREAS, this Release and Abandonment of Easement shall upon recording confirm, for matter of Public Record, the closing, vacation, abandonment, and release of that certain portion of the Public Utilities Easement more particularly described as follows:

THE SOUTH 52 FEET OF THE NORTH 91 FEET OF THE WEST 2 FEET OF
THE EAST 7 FEET OF THE FOLLOWING DESCRIBED PARCEL:

LOT 13, BLOCK A, SAN SEBASTIAN HEIGHTS UNIT 1,
ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT
BOOK 15, PAGES 88 AND 89, OF THE PUBLIC RECORDS OF
SEMINOLE COUNTY, FLORIDA

(Refer to Sheet 2 of 2 of Composite Exhibit "A" – Proposed
Easement Vacation - Sketch of Description)

NOW THEREFORE, this Release and Abandonment of Easement confirms as a matter of Public Record the City's adoption of Resolution No. 1321 and the above described portion of that seven (7) foot wide Public Utilities Easement located within Lot 13, Block A, San Sebastian Heights Unit 1, according to the Plat thereof as recorded in Plat Book 15, Pages 88 and 89, of the Public Records of Seminole County, Florida, is closed,

vacated, and abandoned and the City renounces any rights in said portion of this Public Utilities Easement.

IN WITNESS WHEREOF, the City of Altamonte Springs, Florida has caused these presents to be properly executed by its duly elected Mayor.

PAT BATES, MAYOR
City of Altamonte Springs, Florida

Date: _____

ATTEST:

ERIN O'DONNELL, CITY CLERK

Approved as to form and legality
for use and reliance by the City
32701
of Altamonte Springs, Florida

Mailing Address: 225 Newburyport Avenue
Altamonte Springs, FL

JAMES A. FOWLER, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this ____ day of _____
_____, 2016, by Pat Bates and Erin O'Donnell, Mayor and City Clerk respectively, of the
City of Altamonte Springs, Florida, who are personally known to me and they
acknowledged executing the same freely and voluntarily under authority vested in them
and that the seal affixed thereto is the true and corporate seal of the City of Altamonte
Springs, Florida.

(NOTARY SEAL)

Signature

Print or type name

Notary Public State of Florida

Commission No.: _____

My Commission Expires: _____

This instrument prepared by:
James A. Fowler, Esq., City Attorney
Fowler, O'Quinn, Feeney & Sneed P.A.
28 West Central Boulevard
Orlando, FL 32801-2431
Tel. 407-425-2684

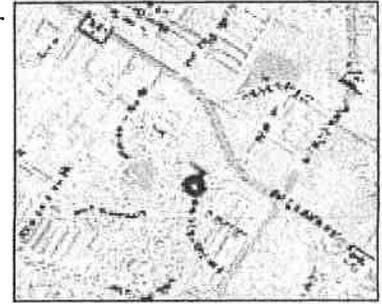
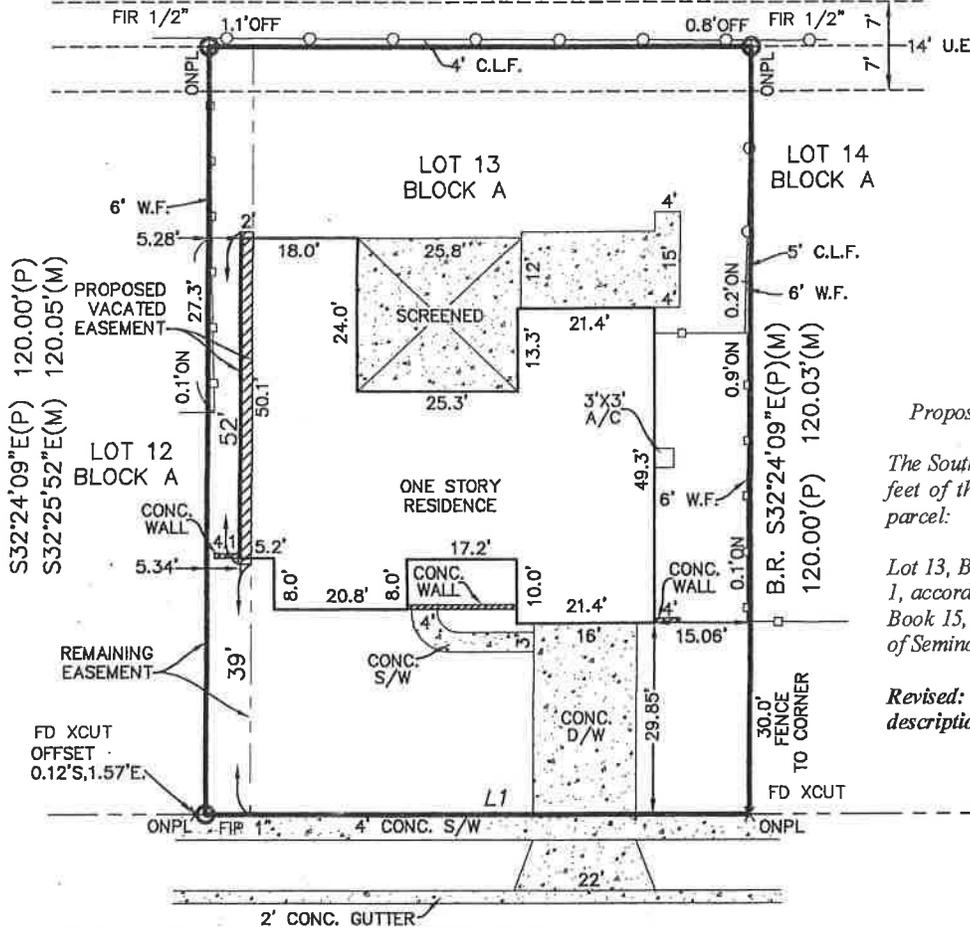
SWERDLOFF & BERRY SURVEYING, INC.

370 Waymont Court • Lake Mary, FL 32746 • Voice 407.688.7631 • Fax 407.688.7691 • sandpsurveying@gmail.com

COMPOSITE EXHIBIT "A" - SHEET 2 OF 2 - PROPOSED EASEMENT VACATION

BLOCK F
N57°35'51"E(P) 85.00'(P)
N57°42'57"E(M) 85.02'(M)

| NUMBER | BEARING | DISTANCE |
|--------|---------------|----------|
| L1(P) | N 57°35'51" E | 85.00' |
| L1(M) | N 57°42'10" E | 84.96' |
| L2(P) | N 57°35'51" E | 289.24' |
| L2(M) | N 57°42'21" E | 287.69' |



LOCATION SKETCH
NOT TO SCALE

Proposed Vacated Easement Legal Description

The South 52 feet of the North 91 feet of the West 2 feet of the East 7 feet of the following described parcel:

Lot 13, Block A, SAN SEBASTIAN HEIGHTS-UNIT 1, according to the plat thereof, as recorded in Plat Book 15, Page(s) 88 and 89, of the Public Records of Seminole County, FL.

Revised: 10/5/2015; 2/5/2016; 4/11/2016 Sketch of description for proposed vacated easement

SAN SEBASTIAN PRADO

50' R/W (IMPROVED)
30' ASPHALT

NAVARRE WAY
66' R/W (IMPROVED)

SKETCH OF DESCRIPTION PROPOSED EASEMENT VACATION

PROPOSED VACATED EASEMENT AREA: 104 S.F. ±

Property Address:
381 San Sebastian Prado
Altamonte Springs, FL 32714

Survey number: SL 158620

| LEGEND | |
|--------|-------------------------|
| | Wood Fence |
| | Wire Fence |
| | Overhead Utilities |
| | Power Pole |
| | Water Meter |
| | Centerline |
| | Asphalt |
| | Brick |
| | Block Wall |
| | Concrete |
| | Covered Area |
| | Line Break Not to Scale |
| | Central Angle/Delta |
| | Existing Elevation |
| | Air Conditioner |
| | Bench Mark |
| | Bearing Reference |
| | Calculated |
| | Cable Riser |
| | Chord Bearing |
| | Chord |
| | Chain Link Fence |

| | |
|--------|-----------------------------|
| C.M. | Concrete Monument |
| CONC. | Concrete |
| D | Description or Deed |
| D.B. | Deed Book |
| D.E. | Drainage Easement |
| D.H. | Drill Hole |
| D.U.E. | Drainage & Utility Easement |
| D.W. | Driveway |
| ENCR. | Easement |
| ENCR. | Encroachment |
| E.O.P. | Edge Of Pavement |
| E.O.W. | Edge of Water |
| F | Field |
| FD | Found |
| F.I.R. | Found Iron Rod |
| F.I.P. | Found Iron Pipe |
| F.C.M. | Found Concrete Monument |
| FD N&D | Found Nail & Disc |
| L | Length |
| L.B. | Licensed Business |
| L.M. | Field Measured |
| M.H. | Manhole |
| O.R. | Official Records |
| O.R.B. | Official Records Book |
| N&D | Nail & Disk |
| N.R. | Non Radial |
| N.T.S. | Not to Scale |

| | |
|----------|------------------------------|
| P | Plat |
| P.B. | Plat Book |
| P.C. | Point of Curvature |
| P.C.C. | Point of Compound Curve |
| P.C.P. | Permanent Control Point |
| P.G. | Page |
| P.I. | Point of Intersection |
| P.O.B. | Point of Beginning |
| P.O.C. | Point of Commencement |
| P.O.L. | Point on Line |
| P.R.C. | Point of Reverse Curvature |
| P.R.M. | Permanent Reference Monument |
| P.T. | Point of Tangency |
| P.V.M.T. | Pavement |
| R | Radius (Radial) |
| R. | Record |
| R/W | Right of Way |
| S.I.R. | Set Iron Rod & Cap |
| SM | Sidewalk |
| T/S/R | Township/Section/Range |
| TEL | Telephone Facilities |
| T.O.B. | Top of Bank |
| TYP. | Typical |
| TX | Transformer |
| U.E. | Utility Easement |
| W.C. | Witness Corner |
| W.F. | Wood Fence |

- GENERAL NOTES
- Legal description provided by others.
 - The lands shown hereon were not abstracted for easements or other recorded encumbrances not shown on the plat, unless specifically noted.
 - Underground portions of footings, foundations or other improvements were not located.
 - Wall ties are to the face of the wall.
 - Only visible encroachments located.
 - No identification found on property corners unless noted.
 - Dimensions shown are plat and measured unless otherwise noted.
 - This is a BOUNDARY SURVEY unless otherwise noted.
 - Not valid unless sealed with the signing surveyors embossed seal.
 - Where plat or deed bearing is identical to measured, this shall serve as the basis of bearings, unless noted otherwise.
 - All lines are not radial unless otherwise noted.
 - I hereby certify that this survey is a true and correct representation of a survey prepared under my direction.
 - Recertification does not indicate an update.
 - Unless otherwise noted, flood zone information provided by others.
 - Septic tank and/or drainfield locations are approximate and MUST be verified by appropriate utility location companies.
 - The closure of structures may not be precise due to building imperfections and decorative finishes.
 - Pools and/or patios may be drawn as an approximation and not fully dimensioned due to irregular shape.
 - Fence locations along property line may be exaggerated for clarity.
 - The nature, extent or existence of riparian rights is not addressed hereon.
 - This survey meets all applicable accuracy requirements.
 - This survey meets or exceeds the Minimum Technical Standards promulgated by the Florida Board of Professional Land Surveyors, 5J-17, of the Florida Administrative Code Section 472.027, Florida Statutes.

SP
Ralph Swerdloff

Registered Land Surveyor No. 3411
C.B. 7132

Vicinity Map

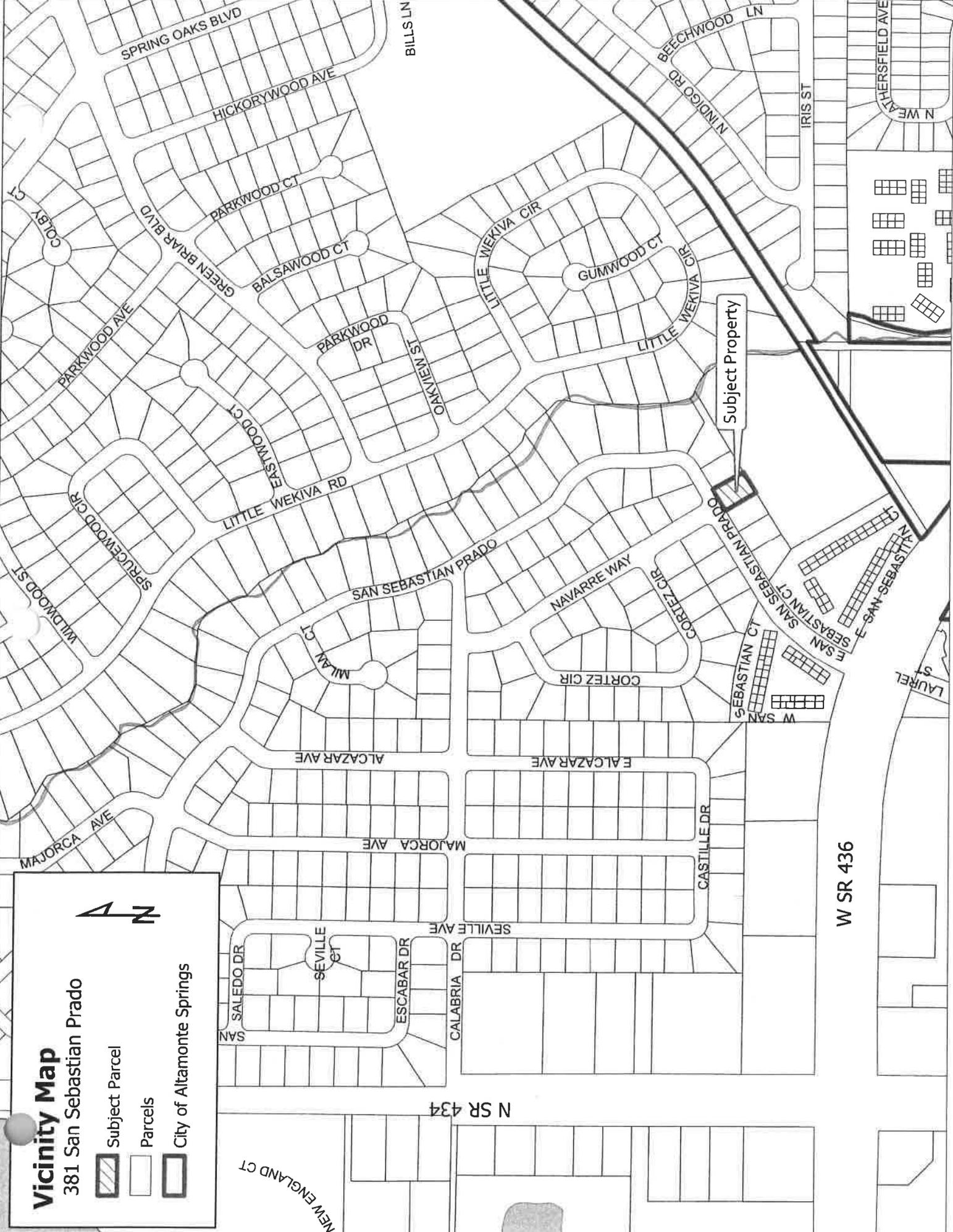
381 San Sebastian Prado



 Subject Parcel

 Parcels

 City of Altamonte Springs



Subject Property

W SR 436

N SR 434



Petition for Abandonment of Rights-of-way or Easements

City of Altamonte Springs
Growth Management Department

Type: CC Receipt no. 1
DATE: 1/15/16
ZONING 26
CC CREDIT CARD 1.00 \$250.00 \$250.00
Trans date: 1/15/16 Time: 9:31:45

This application is for petitions for abandonment/ vacation of streets, easements, and rights-of-way

Application Date _____ Pre-Application Meeting Date _____
(A pre-app meeting with Growth Management staff is mandatory)

Property Owner/Petitioner

Property Owner/Petitioner: Gilbert Barrett / G.C.B. Properties LLC
Mailing Address: 924 Niblick Dr. Casselberry, FL 32707
Tel. No.: 407-252-0641 Fax: _____ E-mail: gilbarrett@gmail.com

Easements: Provide Property Owner Information (The property owner is the Petitioner)
Rights-of-way: Provide Petitioner Information (Normally the adjacent property owner(s))

Authorized Agent (Applicant) Information

Name: Damion Barrett Company: G.C.B. Properties, LLC
Mailing Address: 301 Hermits Trail Altamonte Springs, FL 32701
Tel. No.: 352-272-9075 Fax: _____ E-mail: damionbarrett77@gmail.com

Tenants, contract purchasers, attorneys, or other parties are considered Authorized Agents who are acting on behalf of the easement's Property Owner or right-of-way abandonment's Petitioner.

Subject Site Information

Address of Subject Site: 381 San Sebastian Prado Altamonte Springs, FL
Parcel ID Number(s) of Subject Site: 16-21-29-502-0A00-0130 32714
Type of Abandonment Requested: Right-of-way Easement Other _____

If an Easement, is it dedicated exclusively to the City of Altamonte Springs? Yes No

Petitioners are advised that as part of the review and consideration of the petition for abandonment, there may be other expenses and costs required in addition to the application fee. Examples of these expenses include the fee for obtaining a title opinion, deed/easement research, attorney fees, and other miscellaneous fees, documents, and data. I hereby certify that, to the best of my knowledge and belief, all information supplied with this application is true and accurate. Furthermore, I have read the Land Development Code requirements and procedures that apply to this petition. The Authorized Agent is acting on behalf of the Property Owner or Petitioner in submitting this Petition.

[Signature] 1/15/16 Damion Barrett
Signature Date Print Name

CITY OF
ALTAMONTE SPRINGS

JAN 15 2016

PAID
CASHIER 2

FOR CITY USE ONLY
Application/
Project Number: 16 - 200000 04

Easements dedicated exclusively to City: Staff review + 1 City Commission hearing.
All others: Planning Board Public Hearing + Commission Hearing(s)



Meeting Date: June 7, 2016

Signature: Mark DeFord
Mark DeFord, Department Director

Approved: Franklin W. Martz, II
Franklin W. Martz, II, City Manager

Official Use Only

Commission Action: _____

City Manager: _____

Date: _____

SUBJECT: Renewal of Annual Auditing Contract

SUMMARY EXPLANATION & BACKGROUND: The City is required to prepare annual financial statements and have these statements examined by an independent auditing firm with particular expertise in governmental accounting. Our current firm, Moore Stephens Lovelace, P.A., has submitted a proposal to renew the existing auditing contract for the coming year (see attached). This agreement, if approved, would engage this firm to conduct the fiscal year 2016 audit. All fees and expenses will be capped at \$58,500. This includes \$2,500 in potential fees if the auditors are required to provide additional audit services under the Single Audit Act. This might be necessary if the City receives revenues from the State and/or Federal governments above certain minimums. We won't know the answer to this until after the close of the 2016 fiscal year.

| | |
|------------------|-----------------|
| Altamonte | \$58,500 |
| Dunedin | \$62,500 |
| Kissimmee | \$63,000 |
| Winter Park | \$64,000 |
| Cocoa Beach | \$65,500 |
| Venice | \$68,000 |
| Leesburg | \$75,000 |

The proposed base fee of \$56,000 (exclusive of the single audit act fee) is \$1,000 (1.8%) more than last year. However, even with the additional fees, Altamonte's fees are less than many other Florida municipalities. Please refer to the accompanying table.

In the ever more specialized field of governmental accounting, Mr. Dan O'Keefe, the Moore Stephens partner in charge of the City's audit, is a recognized expert. Mr. O'Keefe and his staff provide first rate professional service at a fair price. We recommend the City Commission give favorable consideration to this proposal.

FISCAL INFORMATION: This audit agreement would set the annual audit fee for fiscal year 2015 at \$57,500.

RECOMMENDED ACTION: Waive the RFP process and renew the annual audit contract to Moore Stephens Lovelace, P.A. for an amount not to exceed \$57,500.

**AGREEMENT BETWEEN THE CITY OF ALTAMONTE SPRINGS, FLORIDA
AND MOORE STEPHENS LOVELACE, P.A.
FOR ACCOUNTING AND AUDITING SERVICES**

This agreement made and entered into the agreement 17th day of May 2016 by and between the:

City of Altamonte Springs (the "City")
225 Newburyport Avenue
Altamonte Springs, FL 32701

and

Moore Stephens Lovelace, P.A. (the "Auditor")
255 South Orange Avenue, Suite 600
Orlando, FL 32801

This agreement sets forth the scope of services that Moore Stephens Lovelace, P.A. (the "Auditor") will provide the City of Altamonte Springs, Florida (the "City") for the fiscal year ending September 30, 2016. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the City as of and for the year ending September 30, 2016. Accounting standards generally accepted in the United States of America provide for certain required supplementary information ("RSI"), such as management's discussion and analysis ("MD&A"), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our agreement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Pension Trend Data
- 3) Other Postemployment Benefits Data

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- 1) Combining and Individual Fund Financial Statements and Schedules
- 2) Schedule of Expenditures of Federal Awards and State Financial Assistance (if applicable)
- 3) Schedule of Findings and Questioned Costs (if applicable)

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information:

1. Introductory Section
2. Statistical Section

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* ("CFR"), Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996 (if applicable), the Florida Single Audit Act (if applicable); and the provisions of the Uniform Guidance (if applicable), and

will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the City Commission. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this agreement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the agreement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards and state financial assistance; federal award programs; state projects; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that

are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of City's major programs. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Management Responsibilities

Management is responsible for (1) establishing and maintaining effective internal controls, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current agreement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review on December 1, 2016.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and non-cash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the

supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this agreement. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards and state financial assistance, and related notes.

Agreement Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the agreement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards and state financial assistance, summary schedule of prior audit findings, auditors' reports, and corrective action plan), along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of thirty (30) calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this agreement is the property of Moore, Stephens, Lovelace, P.A. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the City's oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to

such audit documentation will be provided under the supervision of Moore, Stephens, Lovelace, P.A. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this agreement will be retained for a minimum of five years after the report release date or for any additional period requested by the City's oversight agency for audit, or pass-through entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Moore Stephens Lovelace, P.A. and Moore Stephens Tiller, LLC have been defined as a network within an association under the *AICPA Rules of Professional Conduct*. You confirm to us that you are not aware of any prohibited relationship that would impair our independence under the *AICPA Rules of Professional Conduct* between our Firm and Moore Stephens Tiller, LLC and its employees. We are also not aware of any such relationships.

We expect to begin our audit on approximately December 1, 2016 and to issue our reports no later than February 28, 2017. Daniel J. O'Keefe is the engagement shareholder and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

The fee for these services will be at the Auditor's standard hourly rates, plus out-of-pocket costs (such as report reproduction, typing, postage, travel, copies, telephone, etc.), except that the Auditor agrees that their gross fee, including expenses, will not exceed \$56,000 for the September 30, 2016 financial statement audit, and \$2,500 for a Federal Single Audit (if required) or \$2,500 for a State Single Audit (if required). Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit.

In accordance with the Auditor's policies, work may be suspended if the account becomes thirty (30) days or more overdue and may not be resumed until the account is paid in full. If the Auditor elects to terminate their services for nonpayment, the City will be obligated to compensate them for all time expended and to reimburse them for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from management personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, the Auditor will discuss it with management and arrive at a new fee estimate before they incur the additional costs.

These fees will be invoiced on an interim basis during the progress of our agreement. Invoices are due within ten (10) days of the invoice date. Any remaining balance is due upon delivery of the final product. Any subsequent discussions, conferences, telephone conversations, correspondence or related services will be invoiced separately.

In the event the Auditor is requested or authorized by the City or is required by government regulation, subpoena, or other legal process to produce their documents or their personnel as witnesses with respect to their agreements for the City, the City will, so long as they are not a party to the proceeding in which the information is sought, reimburse them for their professional time and expenses, as well as the fees and expenses of their counsel, incurred in responding to such requests.

A service charge of 1.5 percent per month will be assessed on any invoice not paid within thirty (30) days of the invoice date. The Auditor reserves the right to halt further services until payment on past due invoices is received. In the event that collection procedures are required, the City agrees to pay all expenses of collection, including collection efforts by the Auditor's staff, which will be billed at their standard hourly rates, and all attorney's fees and costs actually incurred by the Auditor in connection with such collection, whether or not suit is filed thereon.

This agreement will be interpreted in accordance with Florida law and the terms and conditions as required by the Florida Board of Accountancy, where applicable.

Parties to this agreement agree that any dispute that may arise regarding the meaning, performance, or enforcement of this agreement will, prior to resorting to litigation, be submitted to mediation upon the written request of any party to the agreement. In the event that the parties cannot agree to a mediator, each will choose one and the two will choose a third, who will serve as sole mediator. The results of this mediation shall be binding only upon agreement of each party to be bound. Costs of any mediation proceeding shall be shared equally by both parties.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2014 peer review report is attached.

The terms and conditions set out in this agreement constitute the entire agreement between the parties and supersede any verbal or written agreements concerning the above-referenced services. If the services and terms outlined above are in accordance with the City's understanding, please sign a copy of this agreement letter and return it to the Auditor via email. Upon receipt of the signed agreement letter, the Auditor will schedule work based on a mutually beneficial time schedule.

Very truly yours,

Moore Stephens Lovelace, P.A.

MOORE STEPHENS LOVELACE, P.A.

cah/rjt
h:\alt35007\2016\altamonte fy16 audit eng ltr single audit.docx
Attachment

RESPONSE:

This letter correctly sets forth the understanding of the City of Altamonte Springs, Florida.

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____

System Review Report

To the Shareholders of Moore Stephens Lovelace, P.A.
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Moore Stephens Lovelace, P.A. (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended June 30, 2014. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards* and audits of employee benefit plans.

In our opinion, the system of quality control for the accounting and auditing practice of Moore Stephens Lovelace, P.A. in effect for the year ended June 30, 2014, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Moore Stephens Lovelace, P.A. has received a rating of *pass*.

Postlethwaite & Netterville

Baton Rouge, Louisiana
September 26, 2014



Meeting Date: June 7, 2016

From: Mark J. DeBord, Finance

Approved: Franklin W. Moritz, II, City Manager

Official Use Only

Commission Action: _____

City Manager: _____

Date: _____

SUBJECT: Request for Approval - Piggyback Contract Authorization – Eastmonte Electrical Upgrades-Phase 2

SUMMARY EXPLANATION & BACKGROUND: Leisure Services is requesting authorization to utilize (piggyback) several alternate source contracts resulting from formal solicitations issued by other governments to complete phase 2 of the electrical upgrades at Eastmonte Park. The estimated combined contract purchase amount is \$360,000.

| <u>Project Task</u> | <u>Contract Info</u> | <u>Contractor</u> | <u>Est. Cost</u> |
|----------------------------|--|---|------------------|
| Electrical Materials | US Communities MAIS134023 - LED Lighting- Electrical Products | Graybar | \$155,000 |
| Installation of Electrical | Volusia County 11B-160-KW - Electrical Services | TBD – one of the below contractors Palmetto Electric, Inc. Economy Electric Co. (Note: Quotes to be obtain from <u>all</u> contractors) | \$160,000 |
| Electrical Shed | National Joint Purchasing Alliance FLWCH01 - Indefinite Quantity Construction Contract | Johnson Laux | \$45,000 |

Our procurement procedures allow the City to utilize other agency contracts as long as the contracts were the result of a competitive formal sealed solicitation and we abide by the contracting agencies terms, conditions, pricing, and ordering requirements. The solicitations for these contracts mirrors the City's solicitation process and procedures.

Because of the project amount, staff is requesting authorization to procure the work thru these alternate source contracts in lieu of issuing our own solicitation.

FISCAL INFORMATION: Fund: Capital Projects Acct / Project No.: 30109120-563345 /12201

RECOMMENDED ACTION: Authorize the procurement of electrical services and materials for the Eastmonte Electrical Phase 2 project from various alternate sources contracts for an estimated combined amount is \$360,000.



Meeting Date: June 7, 2016

From: Mark B. DeBord, Finance

Approved: Franklin W. Martz, II, City Manager

Official Use Only

Commission Action: _____

City Manager: _____

Date: _____

SUBJECT: Request for Approval - Piggyback Contract Authorization – Various CRA Capital Projects

SUMMARY EXPLANATION & BACKGROUND: Public Works is requesting authorization to utilize (piggyback) several Seminole County contracts to complete several construction related Community Redevelopment Agency (CRA) projects. The estimated combined contract purchase amount is \$2,200,000.

| CRA PROJECTS | SEMINOLE COUNTY CONTRACT INFO |
|---|--|
| Central Pkwy Corridor Improvements PW2016-010 – Activities 1 and 2 | CC-0559-15 - Public Works Minor Projects less than 2 million Contractor: TBD – award to lowest of 4 contractors |
| Central Pkwy Light Pole Replacement Project PW2016-010 – Activity 3 | IFB-602346-15 - Purchase of Traffic Signal Construction and System Communication Equipment Contractor: TBD – award to lowest of 2 contractors |
| Central Pkwy Pedestrian Access-ADA Improvements PW 2016-018 | IFB-602211-15 - Supplies and Services of Controllers, Cabinets with Ethernet and Miscellaneous Components Trafficware Group, Inc. |
| Festival Drive Corridor Improvements PW 2016-008 | IFB-602525-16 - Landscape Installation BrightView Landscape Services |
| Traffic Signal Improvements - SR 436 and Mall Entrance; SR 436 and Renaissance Entrance; and Palm Springs Pedestrian Crossing PW 2016-006 | IFB-601706-13 - Irrigation Installation – Repairs and Maintenance Services for Seminole County Valleycrest Landscape Maintenance, Inc. IFB-602258-15- Purchase of Traffic Signal Materials and Equipment Temple, Inc. |

Our procurement procedures allow the City to utilize other agency contracts as long as the contracts were the result of a competitive formal sealed solicitation and we abide by the contracting agencies terms, conditions, pricing, and ordering requirements. The solicitations for these contracts mirrors the City's solicitation process and procedures.

Because of the project amount, staff is requesting authorization to procure the work thru these alternate source contracts in lieu of issuing our own solicitation.

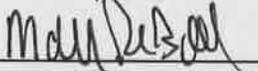
FISCAL INFORMATION: Fund: CRA Acct / Project No.: Various / Various

RECOMMENDED ACTION: Authorize the utilization of several Seminole County contracts to complete various construction related Community Redevelopment Agency (CRA) projects for an estimated combined amount of \$2,200,000.



Meeting Date: June 7, 2016

From:


Mark DeBord, Finance Director

Approved:


Franklin Mertz III, City Manager

Official Use Only

Commission Action: _____

City Manager: _____

Date: _____

SUBJECT: Renewal of Employee Health Insurance for 2016/17

SUMMARY EXPLANATION & BACKGROUND: Our current contract with Cigna for the provision of employee health insurance expires on September 30, 2016. Assuming the City intends to continue offering this important benefit, our choices are remain with Cigna or solicit bids from competing carriers. Changing carriers is disruptive, sometimes costly, and can lead to unexpected consequences. Never the less, we have a fiduciary responsibility to seek the best value we can find for the City and our employees.

Currently we pay Cigna \$680 per member per month (pmpm) in premiums. As of February 2016 (latest info available) total claims costs are running \$624 pmpm. This means Cigna is left with \$46 or 7% to cover their administrative costs (usually between 12% and 15%) and provide any profit. They're not making money on us.

Because of this Cigna initially asked for a premium increase of 29% which we flatly rejected. They came back with an increase of just under 20% having "pulled out all the stops". Well, turns out there were a couple of stops left as, after we said no thanks, they came back at 15%. We agreed to some benefit changes which got us down to 10%. We then asked for one more concession, to which they agreed, and are now at an increase of 9%.

Benefit changes include increasing the co-pay for a doctor's visit by \$10, increasing an emergency room visit co-pay from \$200 to \$300, switching patient pharmacy payments for non-generic drugs from co-pay (a flat amount for each prescription) to co-insurance (a percentage of the cost of the drug). Specifically, a patient's share of drug cost for specialty brands will go from the current \$35 co-pay to 30% co-insurance and for non-preferred drugs from the current \$60 co-pay to 50% co-insurance. The current \$10 co-pay for generic drugs remains unchanged.

As nearly as I can tell from various sources, premium increases for the coming year are predicted to be anywhere from 7% to 31% depending on the state and policy. There seems to be a consensus on group rate increases ranging from 8% to 12%. Will this come to pass? I can't predict the future but I believe our 9% negotiated rate is in the middle of the pack and pretty good considering our claims costs. I don't believe bidding it out would produce sufficient potential savings to offset the disruptive nature of changing carriers.

I recommend accepting Cigna's offer.

FISCAL INFORMATION: Acceptance of this offer will add \$282,000 to the annual cost for employee health insurance for Fiscal Year 2016/17.

RECOMMENDED ACTION: Move to accept renewal offer from Cigna.



A Renewal Proposal for:

City of Altamonte Springs

3338085

10/1/2016

Last Modified: 05/11/2016

"Cigna" is a registered service mark and the "Tree of Life" logo is a service mark of Cigna Intellectual Property, Inc., licensed for use by Cigna Corporation and its operating subsidiaries. All products and services are provided by or through such operating subsidiaries and not by Cigna Corporation. Such operating subsidiaries include Connecticut General Life Insurance Company, Cigna Health and Life Insurance Company, Cigna HealthCare of Connecticut, Inc., and Cigna Dental Health, Inc. and its subsidiaries.



City of Altamonte Springs
Current Plan Renewal - Shared Returns - Fully Insured
 10/1/2016
Current and Proposed Rates

| OAPIN Low Tier | Subscribers | Unpooled | EPB | Current Access Fees | CDHP Fees | Total Rate |
|-----------------------|-------------|------------------|-----------------|---------------------|-------------|------------------|
| Employee | 2 | \$ 473.42 | \$ 56.33 | \$ 17.75 | \$ 0.00 | \$ 547.50 |
| Employee + Spouse | - | \$ 1,030.19 | \$ 119.99 | \$ 17.75 | \$ 0.00 | \$ 1,167.93 |
| Employee + Child(ren) | 1 | \$ 981.06 | \$ 112.10 | \$ 17.75 | \$ 0.00 | \$ 1,090.91 |
| Employee + Family | - | \$ 1,463.31 | \$ 169.56 | \$ 17.75 | \$ 0.00 | \$ 1,650.62 |
| Annual Total | 3 | \$ 22,895 | \$ 2,697 | \$ 639 | \$ 0 | \$ 26,231 |
| Change | | | | | | |

| HSA Plan Tier | Subscribers | Unpooled | EPB | Current Access Fees | CDHP Fees | Total Rate |
|-----------------------|-------------|-------------------|------------------|---------------------|---------------|-------------------|
| Employee | 14 | \$ 521.28 | \$ 62.34 | \$ 17.75 | \$ 3.09 | \$ 604.46 |
| Employee + Spouse | 1 | \$ 1,139.71 | \$ 132.77 | \$ 17.75 | \$ 3.09 | \$ 1,293.32 |
| Employee + Child(ren) | - | \$ 1,062.94 | \$ 124.05 | \$ 17.75 | \$ 3.09 | \$ 1,207.83 |
| Employee + Family | - | \$ 1,620.83 | \$ 187.63 | \$ 17.75 | \$ 3.09 | \$ 1,829.30 |
| Annual Total | 15 | \$ 101,252 | \$ 12,066 | \$ 3,195 | \$ 556 | \$ 117,069 |
| Change | | | | | | |

| OAPIN High Tier | Subscribers | Unpooled | EPB | Current Access Fees | CDHP Fees | Total Rate |
|-----------------------|-------------|---------------------|-------------------|---------------------|-------------|---------------------|
| Employee | 349 | \$ 571.15 | \$ 57.51 | \$ 17.75 | \$ 0.00 | \$ 646.41 |
| Employee + Spouse | 18 | \$ 1,238.38 | \$ 122.48 | \$ 17.75 | \$ 0.00 | \$ 1,378.61 |
| Employee + Child(ren) | 13 | \$ 1,155.56 | \$ 114.43 | \$ 17.75 | \$ 0.00 | \$ 1,287.74 |
| Employee + Family | 3 | \$ 1,737.50 | \$ 173.09 | \$ 17.75 | \$ 0.00 | \$ 1,948.34 |
| Annual Total | 383 | \$ 2,903,004 | \$ 291,390 | \$ 81,579 | \$ 0 | \$ 3,275,973 |
| Change | | | | | | |

| | | | | | | |
|--------------------|--|--------------|------------|-----------|--------|--------------|
| GRAND TOTAL | | \$ 3,027,150 | \$ 306,153 | \$ 85,413 | \$ 556 | \$ 3,419,273 |
| Change | | | | | | |

| OAPIN Low Tier | Unpooled | EPB | Proposed Access Fees | CDHP Fees | Total Rate |
|-----------------------|------------------|-----------------|----------------------|-------------|------------------|
| Employee | \$ 513.43 | \$ 65.91 | \$ 17.75 | \$ 0.00 | \$ 597.09 |
| Employee + Spouse | \$ 1,117.25 | \$ 140.39 | \$ 17.75 | \$ 0.00 | \$ 1,275.39 |
| Employee + Child(ren) | \$ 1,042.27 | \$ 131.16 | \$ 17.75 | \$ 0.00 | \$ 1,191.18 |
| Employee + Family | \$ 1,586.97 | \$ 198.39 | \$ 17.75 | \$ 0.00 | \$ 1,803.11 |
| Annual Total | \$ 24,830 | \$ 3,156 | \$ 639 | \$ 0 | \$ 28,624 |
| Change | 8.5 % | 17.0 % | | | 9.1 % |

| HSA Plan Tier | Unpooled | EPB | Proposed Access Fees | CDHP Fees | Total Rate |
|-----------------------|-------------------|------------------|----------------------|---------------|-------------------|
| Employee | \$ 565.33 | \$ 72.94 | \$ 17.75 | \$ 3.09 | \$ 659.11 |
| Employee + Spouse | \$ 1,236.02 | \$ 155.34 | \$ 17.75 | \$ 3.09 | \$ 1,412.20 |
| Employee + Child(ren) | \$ 1,152.76 | \$ 145.14 | \$ 17.75 | \$ 3.09 | \$ 1,318.74 |
| Employee + Family | \$ 1,757.80 | \$ 219.53 | \$ 17.75 | \$ 3.09 | \$ 1,998.17 |
| Annual Total | \$ 109,808 | \$ 14,118 | \$ 3,195 | \$ 556 | \$ 127,677 |
| Change | 8.5 % | 17.0 % | | | 9.1 % |

| OAPIN High Tier | Unpooled | EPB | Proposed Access Fees | CDHP Fees | Total Rate |
|-----------------------|---------------------|-------------------|----------------------|-------------|---------------------|
| Employee | \$ 619.41 | \$ 67.29 | \$ 17.75 | \$ 0.00 | \$ 704.45 |
| Employee + Spouse | \$ 1,343.03 | \$ 143.30 | \$ 17.75 | \$ 0.00 | \$ 1,504.08 |
| Employee + Child(ren) | \$ 1,253.21 | \$ 133.88 | \$ 17.75 | \$ 0.00 | \$ 1,404.84 |
| Employee + Family | \$ 1,906.02 | \$ 202.52 | \$ 17.75 | \$ 0.00 | \$ 2,126.29 |
| Annual Total | \$ 3,148,301 | \$ 340,939 | \$ 81,579 | \$ 0 | \$ 3,570,819 |
| Change | 8.5 % | 17.0 % | | | 9.0 % |

| | | | | | |
|--------------------|--------------|---------------|-----------|--------|--------------|
| GRAND TOTAL | \$ 3,282,938 | \$ 356,213 | \$ 85,413 | \$ 556 | \$ 3,727,121 |
| Change | 8.4 % | 17.0 % | | | 9.0 % |

Proposed Renewal Terms and Conditions

A. General Terms of this Renewal Proposal

Cigna HealthCare is pleased to present this Proposal for renewal for an Insured group Medical, Pharmacy, and Behavioral Health benefit plan (the "Plan") sponsored by City of Altamonte Springs. This proposal is valid for 60 days from its original date of release, 03/18/2016. Any revisions or updates made to this proposal will not renew this valid timeframe unless expressly communicated by Cigna Healthcare.

The information contained in this Proposal by Cigna HealthCare is proprietary and highly confidential. It is being provided with the understanding that it will not be used by the employer, its representatives or consultants for any purpose other than the evaluation of The Proposal. Under no circumstances is any of the information contained herein (including excerpts, summaries, extracts, and evaluations thereof) to be used, disseminated, disclosed or otherwise communicated to any person or entity other than The employer, its representatives and consultants, and their respective employees who are directly involved in The evaluation process.

Renewal Caveats

Cigna HealthCare may revise or withdraw this renewal proposal if:

- there is a change to the effective date of the quote
- Plan modifications are requested
- there is a change in law, regulation, tax rates, or the application of any of these that affects Cigna HealthCare's costs less than 200 employees or less than 70% of total eligible employees enroll in the Plan
- the employer changes its level of contribution toward the cost of the coverage
- enrollment increases or decreases by 10.0% or more, by product, from the enrollment assumptions used in establishing the rates and/or fees set forth herein.
- Benefit Advisor Fees/Commissions are requested to be different than 3.00%
- it is requested to interface with a third party vendor
- it is requested to provide optional services beyond those listed here as being included in the quote: None
- administration of the Plan will require more than the following:
 - Billing lines : 40
 - Billing and Claim Branch Benefit Options: 40
- it is not the exclusive provider of Medical, Pharmacy, or like products for all of City of Altamonte Springs employees in all worksites
- the Experience Protection Benefit has a pooling point other than \$150,000
- there is any reimbursement arrangement ("gap" cards, etc.) that subsidizes or reduces the out-of-pocket obligation of covered persons under the policy.

Scope and Application of this Proposal



Unless otherwise indicated, this Proposal:

- assumes that the group health plan or health insurance coverage to which this proposal applies will not be a "grandfathered health plan" under the Patient Protection and Affordable Care Act (the) and that it will be subject to all requirements of the Act applicable to a group health plan or health insurance coverage unless otherwise specified in writing.
- assumes applicable requirements of the Patient Protection and Affordable Care Act will be implemented on the effective date/renewal date unless you direct otherwise.
- The plan presented has an actuarial value, determined by Cigna HealthCare, of 60% or greater. This determination was made using Cigna HealthCare's manual rating application which may produce an actuarial value slightly different than the official HHS calculator. Although we would expect any deviation to be small, you will have to consult with your actuarial consultant for a more precise determination of the plan's actuarial value. Cigna HealthCare does not provide actuarial certifications.
- includes applicable Patient Protection and Affordable Care Act fees and assessments imposed upon health insurers including the Comparative Effectiveness Research Fee, the Health Insurance Industry Fee and the Transitional Reinsurance Assessment.
- supersedes and renders null and void any prior Cigna HealthCare offer or proposal with respect to the Plan
- presents financial terms that must be accepted on a packaged basis
- reflects the claims and administrative savings realized by packaging the following specialty coverages with medical: Pharmacy, Behavioral Health
- does not apply to retirees 65 or older for managed care Plans or part-time or seasonal employees for any plan
- includes fixed charges for behavioral care services arranged by Cigna Behavioral Health, Inc. However, this may not apply in certain states.
- includes capitated charges for the provision of Hi-Tech Radiology services by MedSolutions, Inc. However, this may not apply in certain states.
- includes charges made by third parties for care management programs to contain the cost of specific health services/items and/or improve adherence to evidence-based guidelines to promote patient safety and efficient care (e.g., charges for management of diagnostic cardiology, radiation therapy and musculoskeletal procedures).
- notwithstanding the foregoing guarantee, Cigna Healthcare may revise any administrative charges at any time if Cigna Healthcare is (i) required to pay any assessment, or (ii) incur additional costs in administering the contract as a result of the Patient Protection and Affordable Care Act and the regulations promulgated thereunder.
- guarantees the expenses for the settlement accounting at the end of the policy year are to be 10.99% of the experience rated premium unless the Proposal Caveats are not met or maintained or there is either a bank account or retro call.
- includes the Network Savings Program (NSP) and other Cost Containment programs designed to contain costs with respect to charges for health care services/supplies that are covered by the Plan. For administering these programs, Cigna retains a portion of the savings or recoveries generated.
- excludes charges for converting a qualified customer of a group plan to an individual plan.

includes a maximum reimbursable charge for out-of-network coverage equal to of a fee schedule developed by Cigna HealthCare based upon a methodology similar to that used by Medicare to determine the allowable fee for similar services in the geographic market or 80th percentile of charges made by providers of such service or supply in the geographic area where the service is received.

- excludes all fund amounts for Cigna Choice Fund products (HRA/HSA) from projected claims and premium, as those amounts are strictly the liability of City of Altamonte Springs
- for the policy year to which this quotation applies, the deficit amount that may be accumulated for recovery by Cigna HealthCare through future policy year margins shall not exceed 15% of experience-rated premium, and/or premium equivalent with respect to the policy as determined by Cigna HealthCare. The determination of the deficit amount that may be recovered through policy margins is made during the year end settlement process and the deficit is applied only after the completion of the full policy year accounting margin/deficit determination. This limitation on recovery of deficits does not apply:
 1. if the experience rated medical policy terminates or is amended to convert to another funding option.
 2. if the policy period for settlement purposes is other than 12 months
- The determination of the deficit and margin amounts shall be made by Cigna HealthCare in accordance with its then current underwriting practices. Cigna HealthCare has the right to revise the Cap or its associated risk charge if, during the policy year, there is a material change in the factors assumed by Cigna HealthCare as reflected in this proposal, or there is a change in the terms, conditions, or benefits of the polic(ies) included in your account or there is a change in the geographic location of your business or a change in the nature of your business that would in the opinion of Cigna HealthCare change the risk it assumed under the policy(ies).
- assumes that Cigna HealthCare's standard insurance policy form approved for use in the applicable state by the state insurance regulator will be issued. Because the insurance policy and certificate terms require regulatory approval, there is very little flexibility to change the provisions. The provisions of the insurance policy and certificate will control in the event of a conflict with the terms of the request for proposal and the Proposal.
- establishes a Wellness/Health Improvement Fund (the "Fund") in the amount of \$12,500
- The Wellness/Health Improvement Fund will be used to defray the cost of Cigna designated and arranged health and wellness programs for employees (e.g., biometric screenings, flu shots, etc.) and to reward participation in wellness programs.
- Wellness/Health Improvement Fund may be accessed during the period from 10/01/2016 - 09/30/2017. The Fund may not be accessed following notice of termination of the Cigna HealthCare agreement. Unused Funds cannot be rolled over and Cigna HealthCare must pre-approve use of the Fund.
- Assumes a non-Cigna HealthCare Pharmacy Benefit Manager administers oral or other self-administered anti-cancer prescription medication claims at a copayment/coinsurance level that is no less favorable than that for intravenous or injected anti-cancer medication prescribed for the same purpose and covered under employer's Cigna HealthCare plan. This assumption is applicable only if: (a) employer has contracted with a PBM (not Cigna HealthCare); (b) employer's plan is either insured, or, if self-funded, not subject to ERISA (i.e., is a church, government or association plan); and (c) employer's Cigna HealthCare plan is situated in IA, HI, NM, OR, NJ, NE, VA, MA, NV, FL, ME, GA or a state with similar chemotherapy coverage law, or covers one or more individuals residing in CO, OK, VT, WA, TX, LA, MO, OH or or in a state with similar extraterritorial chemotherapy coverage mandate.
- does not apply to individuals unless employed by the policyholder or an entity that participates in an association or trust that is the policyholder.
- In order to implement the requested benefit design, different funding arrangements (i.e., insured, self-insured and/or IMO) involving affiliated Cigna companies may be required with respect to plan participants residing in certain states.



- assumes when/if a Cigna HealthCare's non-voluntary vision benefit is added to the medical plan, it is added as a rider and always non-excepted, regardless of funding.

Cigna HealthCare may have an agreement with your benefit advisor, under which the benefit advisor may be paid for providing marketplace intelligence or for the performance of administrative services. The qualification for and amount of this payment may be based upon overall business growth and/or retention levels. Any such payment is funded through Cigna HealthCare's general overhead.

The benefit advisor may qualify for incentive payment (monetary or non-monetary) from Cigna HealthCare. For example, the benefit advisor may receive payment based upon new sales, new customer growth or retention. This incentive payment is funded from Cigna HealthCare's general overhead.

Cigna HealthCare sponsors programs to inform benefit advisors about Cigna HealthCare's plan coverage and services (including producer advisory councils). The cost of these events is funded through Cigna HealthCare's general overhead.



Meeting Date: June 7, 2016

From: Erin O'Donnell
Erin O'Donnell, City Clerk

Approved: [Signature]
[Signature], W. Mertz, II, City Manager

Official Use Only

Commission Action: _____

City Manager: _____

Date: _____

SUBJECT: Designation of voting delegate for the 90th Annual Florida League of Cities Conference

SUMMARY EXPLANATION & BACKGROUND:

The Florida League of Cities requires that each City designate an elected official to cast votes on their behalf at the 90th Annual Florida League of Cities Conference to be held at the Diplomat Resort in Hollywood, Florida on August 18-20.

FISCAL INFORMATION: N/A

RECOMMENDED ACTION:



301 South Bronough Street • Suite 300 • P.O. Box 1757 • Tallahassee, FL 32302-1757 • (850) 222-9684 • Fax (850) 222-3806 • www.floridaleagueofcities.com

TO: Municipal Key Official

FROM: Michael Sittig, Executive Director

DATE: May 17, 2016

SUBJECT: 90th Annual FLC Conference – *Florida Cities: United & Strong*
VOTING DELEGATE INFORMATION
August 18-20, 2016 – Diplomat Resort, Hollywood

As you know, the Florida League of Cities' Annual Conference will be held at the Diplomat Resort, Hollywood, Florida on August 18-20. The theme for this year's conference is *Florida Cities: United & Strong*, which will provide valuable educational opportunities to help Florida's municipal officials serve their citizenry more effectively.

It is important that each municipality designate one official to be the voting delegate. Election of League leadership and adoption of resolutions are undertaken during the business meeting. One official from each municipality will make decisions that determine the direction of the League.

In accordance with the League's by-laws, each municipality's vote is determined by population, and the League will use the Estimates of Population from the University of Florida for 2015.

Conference registration materials will be sent to each municipality in the month of June. Materials will also be posted on-line. Call us if you need additional copies.

If you have any questions on voting delegates, please call Gail Dennard at the League (850) 701-3619 or (800) 616-1513, extension 3619. **Voting delegate forms must be received by the League no later than August 12, 2016.**

Attachments: Form Designating Voting Delegate

President **Matthew D. Surrency**, Mayor, Hawthorne

First Vice President **Susan Haynie**, Mayor, Boca Raton • Second Vice President **Gil Ziffer**, Commissioner, Tallahassee

Executive Director **Michael Sittig** • General Counsel **Harry Morrison, Jr.**

**90th Annual Conference
Florida League of Cities, Inc.
August 18-20, 2016
Hollywood, Florida**

It is important that each member municipality sending delegates to the Annual Conference of the Florida League of Cities, designate one of their officials to cast their votes at the Annual Business Session. League By-Laws requires that each municipality select one person to serve as the municipalities voting delegate. *Municipalities do not need to adopt a resolution to designate a voting delegate.*

Please fill out this form and return it to the League office so that your voting delegate may be properly identified.

Designation of Voting Delegate

Name of Voting Delegate: _____

Title: _____

Municipality of: _____

AUTHORIZED BY:

Name

Title

Return this form to:

Gail Dennard
Florida League of Cities, Inc.
Post Office Box 1757
Tallahassee, FL 32302-1757
Fax to Gail Dennard at (850) 222-3806 or email gdennard@flcities.com

Important Dates

May 2016

Notice to Local and Regional League Presidents and Municipal Associations
regarding the Resolutions Committee

June 2016

Appointment of Resolutions Committee Members

July 12th

Deadline for Submitting Resolutions to the League office

August 18th

Policy Committee Meetings
Resolutions Committee Meeting
Voting Delegates Registration

August 20th

Immediately Following Breakfast – Pick Up Voting Delegate Credentials
Followed by Annual Business Session



Meeting Date: June 7, 2016

From: *Erin O'Donnell*
Erin O'Donnell, City Clerk

Approved: *[Signature]*
Franklin W. Martz, II, City Manager

Official Use Only

Commission Action: _____

City Manager: _____

Date: _____

SUBJECT: Appointment of Citizen Board/Committee Members

SUMMARY EXPLANATION & BACKGROUND:

| | |
|-----------------------------|--|
| Mayor Bates | <u>Bob O'Malley-Reappointment</u> Planning Board |
| Commissioner Reece | <u>Paul Marczak-Reappointment</u> Planning Board |
| Commissioner Wolfram | <u>Timothy Certain-Reappointment</u> Board of Zoning Appeals |

FISCAL INFORMATION: N/A

RECOMMENDED ACTION:



Meeting Date: June 7, 2016

From:

Mark DeBord

Mark DeBord, Finance Director

Approved:

Franklin W. Martz, II

Franklin W. Martz, II, City Manager

Official Use Only

Commission Action: _____

City Manager: _____

Date: _____

SUBJECT: Oakland Road and Glen Arden Way Water Main Pipe Repair

SUMMARY EXPLANATION & BACKGROUND:

On March 1, 2016, Commission approved Murphy Pipeline Contractors, Inc. to perform the repair of a water main pipe that runs along an easement between Oakland Road and Glen Arden Way that had failed.

The project is now complete. Attached are copies of the final invoice in the amount of \$50,685.01, the maintenance bond, and the consent of surety.

FISCAL INFORMATION:

Fund: Water and Sewer Capital Projects Fund/Utilities System

Account: 40208100-563700-16013

Amount: \$50,685.01

RECOMMENDED ACTION: Approve final payment to Murphy Pipeline Contractors, Inc. in the amount of \$50,685.01 and accept the closeout documents.

Initiated by: Finance/Liana Griffiths



225 Newburyport Avenue
Altamonte Springs, FL 32701-3697

Memorandum

To: Liana Griffiths
Travis Hollman

From: Trey Sisk

CoAS PW# PW2016-013

Date Issued: May 18, 2016

Project: Oakland Road to Glen Arden Way - Pre-Chlorinated Pipe Bursting

Subject: Project Close-out & Purchase Order Close-out

Memo: The pre-chlorinated pipe bursting and associated restoration construction within the Oakland Road to Glen Arden Way project area has been successfully completed by Murphy Pipeline Contractors, Inc. Murphy has provided the City of Altamonte Springs all of the as-built / record drawings, maintenance bond, and consent of surety per the contract requirements.

Please process the appropriate financial documents to close-out this project and purchase order.

Signature:

Trey Sisk, Construction Project Manager

INVOICE #: 1
 TO OWNER: City of Altamonte Springs
 225 Newburyport Avenue
 Altamonte Springs, FL 32701

INV. DATE: April 1, 2016
 P.O. NO:
 CONTRACT NO: AB15028B

FROM CONTRACTOR Murphy Pipeline
 3507 Southside Blvd.
 Jacksonville, FL 32246

VIA OWNER:
 VIA PROFESSIONAL:

PROJECT NAME: Pre-Chlorinated Pipe Bursting & Site Restoration - Oakland Road to Glen Arden Arder Way

City of Altamonte Springs

APPLICATION NO.: 1
 PERIOD TO: 25-Mar-16
 PROJECT NO.: PW2016-13
 BID NO.: ITB 15-028
 CONTRACT DATE: 25-Mar-16

DISTRIBUTION TO:
 OWNER
 PROFESSIONAL
 GENERAL
 CONTRACTOR

THE UNDERSIGNED CONTRACTOR CERTIFIES THAT TO THE BEST OF THE CONTRACTOR'S KNOWLEDGE INFORMATION AND BELIEF THE WORK COVERED BY THIS APPLICATION FOR PAYMENT HAS BEEN COMPLETED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS. THAT ALL AMOUNTS HAVE BEEN PAID BY THE CONTRACTOR FOR WORK FOR WHICH PREVIOUS CERTIFICATES FOR PAYMENT WERE ISSUED AND PAYMENTS RECEIVED FROM THE OWNER, AND THAT CURRENT PAYMENT SHOWN HEREIN IS NOW DUE

- 1 ORIGINAL CONTRACT SUM \$50,685.01
- 2 NET CHANGE BY CHANGE ORDERS \$0.00
- 3 CONTRACT SUM TO DATE \$50,685.01
- 4 TOTAL COMPLETED & STORED TO DATE \$50,685.01
- 5 RETAINAGE:
 - A 0.00% OF COMPLETED WORK \$0.00
 - B 0.00% OF STORED MATERIALS \$0.00
- TOTAL RETAINAGE \$0.00
- 6 TOTAL EARNED LESS RETAINAGE \$50,685.01
- 7 LESS PREVIOUS CERTIFICATES FOR PAYMENT \$0.00
- 8 CURRENT PAYMENT DUE \$50,685.01
- 9 BALANCE TO FINISH, INCLUDING RETAINAGE \$0.00

CONTRACTOR: *[Signature]* DATE: 4.1.16
 BY: *[Signature]*
 Insert Signator's Name
 STATE OF: FLORIDA
 COUNTY OF: *[Signature]*



SUBSCRIBED AND SWORN TO BEFORE ME
 DAY OF *[Signature]*
 NOTARY PUBLIC: *[Signature]*
 MY COMMISSION EXPIRES: Insert Notary's Name

RECOMMENDATION FOR PAYMENT

PAYMENT OF THE ABOVE AMOUNT DUE THIS APPLICATION IS RECOMMENDED.

| CHANGE ORDERS | ADDITIONS | DEDUCTIONS |
|--|-------------|-------------|
| Total changes approved in previous months by Owner | \$ - | \$ - |
| Total approved this Month | \$ - | \$ - |
| TOTALS | \$ - | \$ - |
| CHANGE ORDER 1 | \$ - | \$ - |
| CHANGE ORDER 2 | \$ - | \$ - |
| NET CHANGES | \$ - | \$ - |

AMOUNT RECOMMENDED: \$ 50,685.01
 PROFESSIONAL:
 BY: *[Signature]* DATE:
 OWNER: *[Signature]* DATE: 4-8-16

THIS CERTIFICATE IS NOT NEGOTIABLE. THE AMOUNT CERTIFIED IS PAYABLE ONLY TO THE CONTRACTOR NAMED HEREIN. ISSUANCE, PAYMENT AND ACCEPTANCE OF PAYMENT ARE WITHOUT PREJUDICE OF THE OWNER OR CONTRACTOR UNDER THIS CONTRACT

Schedule of Values

Project Name: Pro-Chlorinated Pipe Bursting & Site Restoration - Oakland Road to Glen Arden Arroyo Way
 Owner: City of Alhambra Springs

Murphy Pipeline
 3507 Southside Blvd
 Jacksonville, FL 32248
 Tel: (904) 764-6847
 Fax: (904) 370-0183

Invoice No.: 1
 Date: 04/01/16
 Contractor Project No.: AB15028E
 Owner's Bid No.: ITB-15-028

Pay Application No.: 1
 Owner's Purchase Order/Contract No.: AB15028E

| Item No. | Description | Qty. | Unit of Measure | Scheduled Values | | Prior Estimate | | Work Completed This Estimate | | Total to Date | Total \$ (b x v) | Total Installed Qty (g - i) | Total \$ (h x v) | Prior Stored Materials, \$ (m+n-o from last est.) | Storage Materials Less Pmt. For Previously Stored Materials now installed, \$ | New Materials Stored this Estimate, \$ | Total Committed and Stored in Date \$ (p+q+r+s) | % Complete (p / r) | Balance in Final \$ (t) |
|---|--|------|-----------------|------------------|----------------|------------------|-----------------------------------|------------------------------|----------------|---------------|------------------|-----------------------------|------------------|---|---|--|---|--------------------|-------------------------|
| | | | | Total \$ (c x v) | Unit Price, \$ | Total \$ (g x v) | Installed Qty. (k from last est.) | Total \$ (i x v) | Installed Qty. | | | | | | | | | | |
| 2.00 Mobilization, Traffic Control and Project Documentation | | | | | | | | | | | | | | | | | | | |
| 1.01 | Mobilization/De-mobilization | 1 | LS | \$800.00 | | \$800.00 | | 1.00 | | \$800.00 | \$800.00 | 1.00 | \$800.00 | | | | \$800.00 | 100.00% | \$0.00 |
| 1.02 | Maintenance of Traffic | 0 | LS | \$0.00 | | \$0.00 | | 0.00 | | \$0.00 | \$0.00 | 0.00 | \$0.00 | | | | \$0.00 | #DIV/0! | \$0.00 |
| 1.03 | Arrow Board / Advance Warning Flashing | 0 | LS | \$0.00 | | \$0.00 | | 0.00 | | \$0.00 | \$0.00 | 0.00 | \$0.00 | | | | \$0.00 | #DIV/0! | \$0.00 |
| 1.04 | Portable Changeable Message Sign | 0 | LS | \$0.00 | | \$0.00 | | 0.00 | | \$0.00 | \$0.00 | 0.00 | \$0.00 | | | | \$0.00 | #DIV/0! | \$0.00 |
| 1.05 | Pre Construction Video of Work Area | 512 | LF | \$0.45 | | \$230.40 | | 512.00 | | \$230.40 | \$230.40 | 512.00 | \$230.40 | | | | \$230.40 | 100.00% | \$0.00 |
| 1.06 | Utility System Record Drawings | 1 | MILE | \$367.50 | | \$367.50 | | 0.00 | | \$367.50 | \$367.50 | 0.00 | \$367.50 | | | | \$367.50 | 100.00% | \$0.00 |
| 1.07 | FDEP Partial Clearance Test/Certifications | 0 | EA | \$0.00 | | \$0.00 | | 0.00 | | \$0.00 | \$0.00 | 0.00 | \$0.00 | | | | \$0.00 | #DIV/0! | \$0.00 |
| 1.08 | FDEP Partial and Final Clearance Test/Certifications | 1 | EA | \$931.00 | | \$931.00 | | 1.00 | | \$931.00 | \$931.00 | 1.00 | \$931.00 | | | | \$931.00 | 100.00% | \$0.00 |
| 2.00 General Site Work and Site Restoration | | | | | | | | | | | | | | | | | | | |
| 2.01 | Sediment Barrier (Silt Fence) | 0 | LF | \$0.00 | | \$0.00 | | 0.00 | | \$0.00 | \$0.00 | 0.00 | \$0.00 | | | | \$0.00 | #DIV/0! | \$0.00 |
| 2.02 | Inlet Protection System | 1 | EA | \$194.00 | | \$194.00 | | 1.00 | | \$194.00 | \$194.00 | 1.00 | \$194.00 | | | | \$194.00 | 100.00% | \$0.00 |
| 2.03 | Cleaning and Grubbing Within R/W | 0 | SY | \$0.00 | | \$0.00 | | 0.00 | | \$0.00 | \$0.00 | 0.00 | \$0.00 | | | | \$0.00 | #DIV/0! | \$0.00 |
| 2.04 | Removal of Existing Structure | 0 | SF | \$0.00 | | \$0.00 | | 0.00 | | \$0.00 | \$0.00 | 0.00 | \$0.00 | | | | \$0.00 | #DIV/0! | \$0.00 |
| 2.05 | Removal of Existing Concrete Pavement - Sidewalk, Driveway | 0 | SY | \$0.00 | | \$0.00 | | 0.00 | | \$0.00 | \$0.00 | 0.00 | \$0.00 | | | | \$0.00 | #DIV/0! | \$0.00 |
| 2.06 | Regular Excavation | 0 | CY | \$0.00 | | \$0.00 | | 0.00 | | \$0.00 | \$0.00 | 0.00 | \$0.00 | | | | \$0.00 | #DIV/0! | \$0.00 |
| 2.07 | Borrow Excavation, Truck Measure | 0 | CY | \$0.00 | | \$0.00 | | 0.00 | | \$0.00 | \$0.00 | 0.00 | \$0.00 | | | | \$0.00 | #DIV/0! | \$0.00 |
| 2.08 | Embankment | 0 | CY | \$0.00 | | \$0.00 | | 0.00 | | \$0.00 | \$0.00 | 0.00 | \$0.00 | | | | \$0.00 | #DIV/0! | \$0.00 |
| 2.09 | Flowable Fill | 0 | CY | \$0.00 | | \$0.00 | | 0.00 | | \$0.00 | \$0.00 | 0.00 | \$0.00 | | | | \$0.00 | #DIV/0! | \$0.00 |
| 2.10 | Excavation for Structures | 0 | CY | \$0.00 | | \$0.00 | | 0.00 | | \$0.00 | \$0.00 | 0.00 | \$0.00 | | | | \$0.00 | #DIV/0! | \$0.00 |

| Item No. | Description | Scheduled Values | | Prior Estimate | | Work Completed This Estimate | | Total to Date | | Stored Materials | | | Total Committed and Stored to Date, \$ (+m-n+p) | % Complete (p/f) | Balance to Finish \$ |
|--|--|------------------|-----------------|----------------|----------------------|-------------------------------------|----------------------|---------------|----------------------|--------------------------------|----------------------|--|--|---------------------|-------------------------|
| | | Qty. | Unit of Measure | Unit Price, \$ | Total, \$ (c x d) | Installed Qty (k from last unit) | Total, \$ (g x e) | Installed Qty | Total, \$ (i x e) | Total Installed Qty (g + j) | Total, \$ (k x e) | Prior Stored Materials, \$ (m-n-o from last est.) | | | |
| 4.00 Pre-Chlorinated Pipe Bunting | | | | | | | | | | | | | | | |
| 4.01 | Utility Pipe, F&I, Water, 4" HDPE DR11 | 0 | LF | \$0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | \$0.00 | \$0.00 | #DIV/0! | \$0.00 |
| 4.02 | Utility Pipe, F&I, Water, 6" HDPE DR11 | 0 | LF | \$0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | \$0.00 | \$0.00 | #DIV/0! | \$0.00 |
| 4.03 | Utility Pipe, F&I, Water, 8" HDPE DR11 | 512 | LF | \$80.00 | \$40,960.00 | 0.00 | \$0.00 | 512.00 | \$40,960.00 | 512.00 | \$40,960.00 | \$40,960.00 | \$0.00 | 100.00% | \$0.00 |
| 4.04 | Utility Pipe, F&I, Water, 10" HDPE DR11 | 0 | LF | \$0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | \$0.00 | \$0.00 | #DIV/0! | \$0.00 |
| 4.05 | Utility Pipe, F&I, Water, 12" HDPE DR11 | 0 | LF | \$0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | \$0.00 | \$0.00 | #DIV/0! | \$0.00 |
| 5.00 Utility - Water Services | | | | | | | | | | | | | | | |
| 5.30 | Utility Fixture, F&I, 1" Single Short Water Service on 0'-2" | 0 | EA | \$0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | \$0.00 | \$0.00 | #DIV/0! | \$0.00 |
| 5.31 | Utility Fixture, F&I, 1" Single Long Water Service on 0'-2" | 0 | EA | \$0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | \$0.00 | \$0.00 | #DIV/0! | \$0.00 |
| 5.32 | Utility Fixture, F&I, 1.5" Double Short Water Service on 0'-2" | 0 | EA | \$0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | \$0.00 | \$0.00 | #DIV/0! | \$0.00 |
| 5.33 | Utility Fixture, F&I, 1.5" Double Long Water Service on 0'-2" | 0 | EA | \$0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | \$0.00 | \$0.00 | #DIV/0! | \$0.00 |
| 5.34 | Utility Fixture, F&I, 1" Single Short Water Service on 3" | 0 | EA | \$0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | \$0.00 | \$0.00 | #DIV/0! | \$0.00 |
| 5.35 | Utility Fixture, F&I, 1" Single Long Water Service on 3" | 0 | EA | \$0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | \$0.00 | \$0.00 | #DIV/0! | \$0.00 |
| 5.36 | Utility Fixture, F&I, 1.5" Double Short Water Service on 3" | 0 | EA | \$0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | \$0.00 | \$0.00 | #DIV/0! | \$0.00 |
| 5.37 | Utility Fixture, F&I, 1.5" Double Long Water Service on 3" | 0 | EA | \$0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | \$0.00 | \$0.00 | #DIV/0! | \$0.00 |
| 5.38 | Utility Fixture, F&I, 1" Single Short Water Service on 4" | 0 | EA | \$0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | \$0.00 | \$0.00 | #DIV/0! | \$0.00 |
| 5.39 | Utility Fixture, F&I, 1" Single Long Water Service on 4" | 0 | EA | \$0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | \$0.00 | \$0.00 | #DIV/0! | \$0.00 |
| 5.40 | Utility Fixture, F&I, 1.5" Double Short Water Service on 4" | 0 | EA | \$0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | \$0.00 | \$0.00 | #DIV/0! | \$0.00 |
| 5.41 | Utility Fixture, F&I, 1.5" Double Long Water Service on 4" | 0 | EA | \$0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | \$0.00 | \$0.00 | #DIV/0! | \$0.00 |
| 5.42 | Utility Fixture, F&I, 1" Single Short Water Service on 6" | 0 | EA | \$0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | \$0.00 | \$0.00 | #DIV/0! | \$0.00 |
| 5.43 | Utility Fixture, F&I, 1" Single Long Water Service on 6" | 0 | EA | \$0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | \$0.00 | \$0.00 | #DIV/0! | \$0.00 |
| 5.44 | Utility Fixture, F&I, 1.5" Double Short Water Service on 6" | 0 | EA | \$0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | \$0.00 | \$0.00 | #DIV/0! | \$0.00 |
| 5.45 | Utility Fixture, F&I, 1.5" Double Long Water Service on 6" | 0 | EA | \$0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | \$0.00 | \$0.00 | #DIV/0! | \$0.00 |
| 5.46 | Utility Fixture =&I, 1" Single Short Water Service on 6" | 1 | EA | \$539.00 | \$539.00 | 0.00 | \$0.00 | 1.00 | \$539.00 | 1.00 | \$539.00 | \$539.00 | \$0.00 | 100.00% | \$0.00 |

| Item No. | Description | Scheduled Values | | | | | | | | | | Work Completed | | | | Stored Materials | | | Balance to Finish (r/p) |
|---------------------------|--|------------------|-----------------|---------------|------------------|-----------------------------------|------------------|--------------------|------------------|--------------------|------------------|--------------------|---|---|--|--|------------------|--|-------------------------|
| | | Qty | Unit of Measure | Unit Price \$ | Total \$ (c x e) | Installed Qty. (k from last est.) | Prior Estimate | | Thin Estimate | | Total to Date | | Prior Stored Materials, \$ (m+n+o from last est.) | Less Pmt. For Previously Stored Mat's now installed, \$ | New Materials Stored this Estimate, \$ | Total Completed and Stored to Date, \$ (p+q+r+s) | % Complete (p/f) | | |
| | | | | | | | Total \$ (g x e) | Installed Qty. (h) | Total \$ (i x e) | Installed Qty. (j) | Total \$ (k x e) | Installed Qty. (l) | | | | | | | |
| 5.47 | Utility Fixture, F&I, 1" Single Long Water Service on 8" | 0 | EA | \$0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | #DIV/0! | \$0.00 | | |
| 5.48 | Utility Fixture, F&I, 1.5" Double Short Water Service on 8" | 1 | EA | \$655.00 | \$655.00 | 0.00 | \$0.00 | 1.00 | \$655.00 | 0.00 | \$0.00 | \$655.00 | \$0.00 | \$655.00 | \$655.00 | 100.00% | \$0.00 | | |
| 5.49 | Utility Fixture, F&I, 1.5" Double Long Water Service on 8" | 0 | EA | \$0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | #DIV/0! | \$0.00 | | |
| 5.50 | Utility Fixture, F&I, 1" Single Short Water Service on 10" | 0 | EA | \$0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | #DIV/0! | \$0.00 | | |
| 5.51 | Utility Fixture, F&I, 1" Single Long Water Service on 10" | 0 | EA | \$0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | #DIV/0! | \$0.00 | | |
| 5.52 | Utility Fixture, F&I, 1.5" Double Short Water Service on 10" | 0 | EA | \$0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | #DIV/0! | \$0.00 | | |
| 5.53 | Utility Fixture, F&I, 1.5" Double Long Water Service on 10" | 0 | EA | \$0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | #DIV/0! | \$0.00 | | |
| 5.54 | Utility Fixture, F&I, 1" Single Short Water Service on 12" | 0 | EA | \$0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | #DIV/0! | \$0.00 | | |
| 5.55 | Utility Fixture, F&I, 1" Single Long Water Service on 12" | 0 | EA | \$0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | #DIV/0! | \$0.00 | | |
| 5.58 | Utility Fixture, F&I, 1.5" Double Short Water Service on 12" | 0 | EA | \$0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | #DIV/0! | \$0.00 | | |
| 5.57 | Utility Fixture, F&I, 1.5" Double Long Water Service on 12" | 0 | EA | \$0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | #DIV/0! | \$0.00 | | |
| 5.58 | Utility Fixture, F&I, Gate Valve Assembly, 2" | 0 | EA | \$0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | #DIV/0! | \$0.00 | | |
| 5.59 | Utility Fixture, F&I, Gate Valve Assembly, 3" | 0 | EA | \$0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | #DIV/0! | \$0.00 | | |
| 5.60 | Utility Fixture, F&I, Gate Valve Assembly, 4" | 2 | EA | \$1,490.00 | \$2,980.00 | 0.00 | \$0.00 | 2.00 | \$2,980.00 | 0.00 | \$0.00 | \$2,980.00 | \$0.00 | \$2,980.00 | \$2,980.00 | 100.00% | \$0.00 | | |
| 5.61 | Utility Fixture, F&I, Gate Valve Assembly, 6" | 0 | EA | \$0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | #DIV/0! | \$0.00 | | |
| 5.62 | Utility Fixture, F&I, Gate Valve Assembly, 8" | 0 | EA | \$0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | #DIV/0! | \$0.00 | | |
| 5.63 | Utility Fixture, F&I, Gate Valve Assembly, 10" | 0 | EA | \$0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | #DIV/0! | \$0.00 | | |
| 5.64 | Utility Fixture, F&I, Gate Valve Assembly, 12" | 0 | EA | \$0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | #DIV/0! | \$0.00 | | |
| 5.65 | Utility Fixture, F&I, Single Meter Box | 0 | EA | \$0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | #DIV/0! | \$0.00 | | |
| 5.66 | Utility Fixture, F&I, Double Meter Box | 0 | EA | \$0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | #DIV/0! | \$0.00 | | |
| 6.00 Fire Hydrants | | | | | | | | | | | | | | | | | | | |
| 6.01 | Fire Hydrant Assembly, Snd 3 Way, F&I, 6" | 0 | EA | \$0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | #DIV/0! | \$0.00 | | |
| 6.02 | Fire Hydrant, Modify | 0 | EA | \$0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | #DIV/0! | \$0.00 | | |
| 6.03 | Fire Hydrant, Replace | 0 | EA | \$0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | #DIV/0! | \$0.00 | | |

| a | b | c | d | e | f | g | h | i | j | k | Work Completed | | | l | m | n | o | p | q | r | | | | | | | | |
|------|--|---|----|--------|--------|------|--------|------|--------|------|------------------|-----------------|----------------|--------|--------|--------|--------|---------|--------|--------|-------------------|---------------------------------|-------------------|---------------|-------------------|-------------------|---|--|
| | | | | | | | | | | | Scheduled Values | | Prior Estimate | | | | | | | | This Estimate | | Total to Date | | Stored Materials | | | |
| | | | | | | | | | | | Qty | Unit of Measure | Unit Price, \$ | | | | | | | | Total, \$ (c x d) | Installed Qty (k from inst est) | Total, \$ (g x h) | Installed Qty | Total, \$ (i x j) | Total, \$ (k x l) | Prior Stored Materials, \$ (m+n-o from last est.) | Less Pmt. For Previously Stored Mats now installed, \$ |
| 6.04 | Fire Hydrant Remove | 0 | EA | \$0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | #DIV/0! | \$0.00 | \$0.00 | | | | | | | | |
| 6.05 | FH Assembly Connection Fitting - 6" x 6" x 6" MJ Tee - FH to Main Line Only | 0 | EA | \$0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | #DIV/0! | \$0.00 | \$0.00 | | | | | | | | |
| 6.06 | FH Assembly Connection Fitting - 8" x 8" x 6" MJ Tee - FH to Main Line Only | 0 | EA | \$0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | #DIV/0! | \$0.00 | \$0.00 | | | | | | | | |
| 6.07 | FH Assembly Connection Fitting - 10" x 10" x 6" MJ Tee - FH to Main Line Only | 0 | EA | \$0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | #DIV/0! | \$0.00 | \$0.00 | | | | | | | | |
| 6.08 | FH Assembly Connection Fitting - 12" x 12" x 6" MJ Tee - FH to Main Line Only | 0 | EA | \$0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | #DIV/0! | \$0.00 | \$0.00 | | | | | | | | |
| 6.09 | FH Assembly Connection Fitting - 6" MJ 90° Elbow - FH to Main Line Only | 0 | EA | \$0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | #DIV/0! | \$0.00 | \$0.00 | | | | | | | | |
| 6.1 | FH Assembly Connection Fitting - 6" MJ 90° Elbow - FH to Main Line Only | 0 | EA | \$0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | #DIV/0! | \$0.00 | \$0.00 | | | | | | | | |
| 6.11 | FH Assembly Connection Fitting - 10" MJ 90° Elbow - FH to Main Line Only | 0 | EA | \$0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | #DIV/0! | \$0.00 | \$0.00 | | | | | | | | |
| 6.12 | FH Assembly Connection Fitting - 12" MJ 90° Elbow - FH to Main Line Only | 0 | EA | \$0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | #DIV/0! | \$0.00 | \$0.00 | | | | | | | | |

10.06 Concrete Work

| | | | | | | | | | | | | | | | | | | | | |
|-------|---|----|----|----------|------------|------|--------|-------|------------|-------|------------|---------|------------|------------|--------|--------|---------|---------|--------|--------|
| 10.01 | Concrete Curb & Gutter, Type F (Parent of Drge Curb) | 0 | LF | \$0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0% | \$0.00 | \$0.00 | \$0.00 | \$0.00 | #DIV/0! | \$0.00 | \$0.00 | |
| 10.02 | Concrete Curb & Gutter, Type A | 0 | LF | \$0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0% | \$0.00 | \$0.00 | \$0.00 | \$0.00 | #DIV/0! | \$0.00 | \$0.00 | |
| 10.03 | Concrete Curb & Gutter, Type D | 0 | LF | \$0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0% | \$0.00 | \$0.00 | \$0.00 | \$0.00 | #DIV/0! | \$0.00 | \$0.00 | |
| 10.04 | Concrete Valley Gutter | 14 | LF | \$532.00 | \$5,532.00 | 0.00 | \$0.00 | 14.00 | \$5,532.00 | 14.00 | \$5,532.00 | 100.00% | \$5,532.00 | \$5,532.00 | \$0.00 | \$0.00 | \$0.00 | 100.00% | \$0.00 | \$0.00 |
| 10.05 | Concrete Sidewalk, 4" thick | 6 | SY | \$68.00 | \$374.00 | 0.00 | \$0.00 | 5.50 | \$374.00 | 5.50 | \$374.00 | 55.00% | \$374.00 | \$374.00 | \$0.00 | \$0.00 | \$0.00 | #DIV/0! | \$0.00 | \$0.00 |
| 10.06 | Single Direction Concrete Curb Ramp with Detachable Warning (New) | 0 | EA | \$0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0% | \$0.00 | \$0.00 | \$0.00 | \$0.00 | #DIV/0! | \$0.00 | \$0.00 | |
| 10.07 | Dual Direction Concrete Curb Ramp with Detachable Warning (New) | 0 | EA | \$0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0% | \$0.00 | \$0.00 | \$0.00 | \$0.00 | #DIV/0! | \$0.00 | \$0.00 | |
| 10.08 | Concrete Sidewalk, 6" thick | 0 | SY | \$0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0% | \$0.00 | \$0.00 | \$0.00 | \$0.00 | #DIV/0! | \$0.00 | \$0.00 | |
| 10.09 | Concrete Driveway Apron, 6" thick | 0 | SY | \$0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0% | \$0.00 | \$0.00 | \$0.00 | \$0.00 | #DIV/0! | \$0.00 | \$0.00 | |
| 10.10 | Detachable Warning on Existing Walking Surface | 0 | EA | \$0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0% | \$0.00 | \$0.00 | \$0.00 | \$0.00 | #DIV/0! | \$0.00 | \$0.00 | |

11.06 Pavement Restoration

| | | | | | | | | | | | | | | | | | | | | |
|-------|---|-------|----|---------|----------|------|--------|-------|----------|-------|----------|--------|----------|----------|--------|--------|--------|---------|--------|--------|
| 11.01 | Stabilization Type B (per City Detail) | 17.33 | SY | \$17.00 | \$294.61 | 0.00 | \$0.00 | 17.33 | \$294.61 | 17.33 | \$294.61 | 17.33% | \$294.61 | \$294.61 | \$0.00 | \$0.00 | \$0.00 | 100.00% | \$0.00 | \$0.00 |
| 11.02 | Optional Base Group 06 or 8" Limerock (per City Detail) | 17.33 | SY | \$34.00 | \$590.22 | 0.00 | \$0.00 | 17.33 | \$590.22 | 17.33 | \$590.22 | 17.33% | \$590.22 | \$590.22 | \$0.00 | \$0.00 | \$0.00 | 100.00% | \$0.00 | \$0.00 |
| 11.03 | Track and Sand Limerock (Per FDOT 2015 Spec) | 17.33 | SY | \$0.05 | \$10.46 | 0.00 | \$0.00 | 17.33 | \$10.46 | 17.33 | \$10.46 | 17.33% | \$10.46 | \$10.46 | \$0.00 | \$0.00 | \$0.00 | 100.00% | \$0.00 | \$0.00 |

| Item No. | Description | Scheduled Volume | | | Work Completed This Estimate | | | Total to Date | | | Stored Materials | | | Total Completed and Stored to Date, \$ (1+2+3+4) | % Complete (p/f) | Balance to Finish, \$ (f-p) |
|---------------------------------------|---|------------------|-----------------|----------------|------------------------------|----------------------------------|-------------------|-------------------|-------------------|---|---|--|---|--|------------------|-----------------------------|
| | | Qty. | Unit of Measure | Unit Price, \$ | Total, \$ (c x e) | Installed Qty (k from last est.) | Total, \$ (g x e) | Total, \$ (l x e) | Total, \$ (k x g) | Prior Stored Materials, \$ (m-n-o from last est.) | Less Pmt. For Previously Stored Mat's now installed, \$ | New Materials Stored this Estimate, \$ | | | | |
| | | | | | | | | | | | | | g | | | |
| Contract & Invoice Summary | | | | | | | | | | | | | | | | |
| 1. | Original contract amount | | | | \$50,665.01 | | | | | | | | | | | |
| 2. | Current contract amount with change orders to date | | | | \$50,665.01 | | | | | | | | | | | |
| 3. | Work completed this estimate (sum of column j) | | | | \$50,665.01 | | | | | | | | | | | |
| 4. | New stored materials this estimate (sum of column o) | | | | \$0.00 | | | | | | | | | | | |
| 5. | Less prior stored materials that are now installed (sum of column p) | | | | \$0.00 | | | | | | | | | | | |
| 6. | Retainage rate | | | | 0.00% | | | | | | | | | | | |
| 7. | Retainage withheld for work & new stored mat's in this estimate (6 x 4-5) | | | | \$0.00 | | | | | | | | | | | |
| 8. | Work & stored materials completed to date (sum of column p) | | | | \$50,665.01 | | | | | | | | | | | |
| 9. | Retainage withheld for work & stored materials to date (6 x 8) | | | | \$0.00 | | | | | | | | | | | |
| Change Order Summary | | | | | | | | | | | Stored Materials Summary | | | | | |
| Total of change orders to date | | | | | | | | | | | Total of stored materials to date | | | | | |
| \$0.00 | | | | | | | | | | | \$0.00 | | | | | |

MAINTENANCE BOND
BID NO: 15-028
Continuing Construction Services - Pre-Chlorinated Pipe
Bursting with Site Restoration
PW2016-013 Oakland Road to Glen Arder Way

KNOW ALL MEN BY THESE PRESENTS, that Murphy Pipeline Contractors, Inc. hereinafter referred to as contractor, as Principal, and Berkley Insurance Company of _____, Florida, hereinafter called Surety, as Surety, are held and firmly bound unto Altamonte Springs, a political subdivision of the State of Florida, as Oblige, in the full and just sum of 50,685.01 DOLLARS, lawful money of the United States of America, to the payment of which sum, well and truly to be made, the Developer and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the contractor has constructed certain works in Altamonte Springs, Florida, known and identified/titled as Continuing Construction Services - Pre-Chlorinated Pipe Bursting with Site Restoration.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if the contractor shall maintain said works in first class condition for a period of two (2) years from the date of completion and replace all works which shall be found to be defective within a two (2) year period commencing after a Certificate of Completion has been issued by the City and shall pay any and all costs or expense incidental to the performance of any work required to be performed hereunder, then this obligation to be void; otherwise to be and remain in full force and effect.

The Engineer shall notify the principal in writing of any defect for which the principal is responsible and shall specify in said notice a reasonable period of time with which principal shall have to correct said defect.

The surety unconditionally covenants and agrees that if the principal fails to perform within the time specified, the surety, upon thirty (30) days written notice from the City or its authorized agent or officer, will forthwith correct such defect or defects and pay the cost thereof, including, but not limited to, engineering, legal and contingent costs. Should the surety fail or refuse to correct said defects, the City, in view of the public interest, health, safety, welfare and factors involved, and the consideration in approving and filing the said plat shall have the right to resort to any and all legal remedies against the principal and surety and either, both at law and in equity, including specifically, specific performance to which the principal and surety unconditionally agree.

The principal and surety further jointly and severally agree that the City, at its option, shall have the right to correct said defects resulting from faulty materials or workmanship, or pursuant to public advertisement and receipt of bids, caused to correct any defects or said defects in case the principal shall fail or refuse to do so, and in the event the City should exercise and give effect

to such right, the principal and the surety shall be jointly and severally hereunder to reimburse the City the total costs thereof, including, but not limited to, engineering, legal and contingent costs, together with any damages either direct or consequent which may be sustained on account of the failure of the principal to correct said defects.

The principal and surety acknowledges that Section 255.05 of the Florida Statutes states

"Any person entering into a formal contract with the state or any county, city, or political subdivision thereof, or other public authority, for the construction of any public building, for the prosecution and completion of any public work, or for repairs upon any public building or public work shall be required, before commencing the work, to execute a payment and performance bond with a surety

"A claimant, except a laborer, who is not in privity with the contractor and who has not received payment for his labor, materials, or supplies shall, within 45 days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish the contractor with notice that he intends to look to the bond for protection."

"A claimant who is not in privity with the contractor who has not received payment for his labor, materials, or supplies shall, within 90 days after the performance of the labor or after complete delivery of the materials or supplies, deliver to the contractor and to the surety written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment."

"No action for the labor, materials, or supplies may be instituted against the contractor or the surety unless both notices have been given."

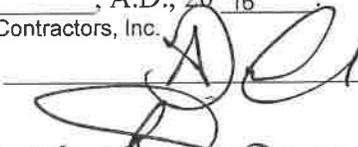
"No action shall be instituted against the contractor or the surety on the bond after 1 year from the performance of the labor or completion of delivery of the materials or supplies."

"The payment provisions of all bonds furnished for contracts described above shall, regardless of form, be construed and deemed statutory bond provisions, subject to all requirements as stated above."

"All bonds executed pursuant to this section shall make reference to this section by number, and shall contain reference to the notice and time limitation provisions of this section."

SIGNED, SEALED AND DATED this the 26th day of

April, A.D., 2016
Murphy Pipeline Contractors, Inc.

 (Seal)

Witness
Witness

Kanani Corduro

Berkley Insurance Company
By: Brett A Ragland
Surety Brett A. Ragland, Attorney-in-Fact

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Joseph D. Johnson, Jr.; Brett A. Ragland; Francis T. O'Reardon; Joseph D. Johnson, III; JoAnn H. Bebout; Diedre A. Sullivan; John Scott Harris; or Kanani H. Cordero of Joseph D. Johnson & Company of Orlando, FL* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety Group, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 24th day of April, 2015.

Attest:

Berkley Insurance Company

(Seal)

By

By

Ira S. Lederman
Senior Vice President & Secretary

Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 24th day of April, 2015, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Senior Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDBAKEN
NOTARY PUBLIC
MY COMMISSION EXPIRES
APRIL 30, 2019

Maria C. Rundbaken
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 26th day of April, 2016.

(Seal)

Andrew M. Tuma

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and confirmation (on reverse) must be in blue ink.

**CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT**

BOND# 0199730

PROJECT: Bid No. 15-028; Continuing Construction Services – Pre-Chlorinated Pipe Bursting
(name, address) with Site Restoration – PW2016-013 Oakland Road to Glen Arder Way

TO: (Owner) City of Altamonte Springs
225 Newburyport Avenue, Altamonte Springs, FL 32701

CONTRACTOR:

Murphy Pipeline Contractors, Inc.
3507 Southside Blvd., Jacksonville, FL 32216

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the (insert the name and address of Surety)

Berkley Insurance Company
475 Steamboat Road, Greenwich, CT 06830

on bond of (insert name and address of Contractor)

Murphy Pipeline Contractors, Inc.
3507 Southside Blvd., Jacksonville, FL 32216

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to (insert name and address of Owner)

City of Altamonte Springs
225 Newburyport Avenue, Altamonte Springs, FL 32701

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand this **26th** day of **April, 2016**.

BERKLEY INSURANCE COMPANY

Kanani Cordero
ATTEST: **Kanani Cordero**

BY:

Brett A Ragland

**BRETT A. RAGLAND, ATTORNEY-IN-FACT
& RESIDENT FLORIDA AGENT**

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Joseph D. Johnson, Jr.; Brett A. Ragland; Francis T. O'Reardon; Joseph D. Johnson, III; JoAnn H. Bebout; Diedre A. Sullivan; John Scott Harris; or Kanani H. Cordero of Joseph D. Johnson & Company of Orlando, FL* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety Group, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 24th day of April, 2015.

Attest:

Berkley Insurance Company

(Seal)

By

By

Ira S. Lederman
Senior Vice President & Secretary

Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 24th day of April, 2015, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Senior Vice President and Secretary and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDBAKEN
NOTARY PUBLIC
MY COMMISSION EXPIRES
APRIL 30, 2019

Maria C. Rundbaken
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 26th day of April, 2016.

(Seal)

Andrew M. Tama

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