

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 lightning

- 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.

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.



REGULAR MEETING OF THE CITY COMMISSION MAY 3, 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 3, 2016 at 7:00 p.m.

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

ALSO PRESENT WERE: Frank Martz - City Manager
Mary Sneed - Assistant 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 Reece, to approve the minutes of the regular Commission Meeting of April 19, 2016 as presented. Motion carried unanimously.

INFORMAL COMMUNICATION FROM THE FLOOR: None

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| 1. PUBLIC HEARING
1st READING | <u>Ordinance 1699-16</u> - Granting a Commercial Solid Waste Franchise to Hubbard Construction Company d/b/a Mid-Florida Materials |
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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 Batman to pass Ordinance 1699-16 on first reading and set second reading for May 17, 2016. Commissioner Batman – yes; Commissioner Hussey – yes; Commissioner Reece – yes; Commissioner Wolfram – yes; Mayor Bates – yes. Motion carried 5-0.

- 2. REQUEST FOR APPROVAL** Contract with the Florida State Babe Ruth League to host the “Florida State Babe Ruth League District Twelve Tournament for 2016”

Motion: Moved by Commissioner Wolfram, seconded by Commissioner Batman to approve the agreement with Florida State Babe Ruth League. Motion carried unanimously.

- 3. REQUEST FOR APPROVAL** Request for reduction of Code Enforcement fines for 809 Meiner Boulevard

Ms. Carrie Wilson, owner of the property, approached the Commission to discuss a fine reduction of the original lien amount of \$19,468.50. She spoke with Mr. Martz and staff prior to the meeting to explain her situation. Her sister who is now deceased originally owned the property. While all notices of code violations and liens were sent to the property, the person managing the property did not give her any information or else she would have taken care of the violations immediately and not let the violations progress as far as they had.

Mr. Martz spoke to the Commission and stated that based on their conversations, he felt that this situation warranted a departure of our usual practice for fine reductions. Most code enforcement action that comes before the Commission for a reduction are usually due to the gross negligence of the owner to maintain the property. He stated that after conversation with his staff, Ms. Wilson felt comfortable with a fine reduction to just 15% of the total fine, equaling \$2,920.28 and to give her an extension of 30 days for payment meaning the total is due in 60 days rather than our usual 30-day timeframe.

Commissioner Batman asked that because of the circumstances, would the City be willing to waive the fine in its entirety? Mr. Martz replied that we are giving this case a more than fair reduction, and we should be cautious to not set a precedence for future reductions. He added that the City needs to still recoup its costs spent on administrative staff time and legal fees. Commissioner Batman asked what kind of figures were spent in administrative fees on this case. Mr. Martz replied that in addition to the prosecution costs of \$250 the legal fees could be in excess of \$10,000.00.

Motion: Moved by Commissioner Batman, seconded by Commissioner Hussey to confirm Mr. Martz’s suggestion and reduce the fine amount to 15% equaling \$2,920.28 to be paid within 60 days. Motion carried unanimously.

Ms. Wilson thanked the Commission for this reduction and thanked Mr. Martz and Mr. Chris Ulmer (Deputy City Clerk) for all their help in processing the reduction.

INFORMAL COMMUNICATION FROM THE FLOOR: None

REPORTS:

CITY ATTORNEY- None

CITY CLERK- None

CITY MANAGER

Reported to the Commission that he would be sitting down with Seminole County in the next few weeks to discuss the administration of projects slated to be done in the City with Seminole County tax money. The County is severely behind on several projects in our City so the City is looking to transfer the Seminole County sales tax money back to the City so we can complete projects and take them over to ensure they are done in a quicker timeframe. At this time, he will also address the status of impact fee projects, as we have not had one done in the City for quite a long time.

COMMISSIONER BATMAN

Commended Chief Smutz on a great luncheon for the Police volunteers.

COMMISSIONER REECE- None

COMMISSIONER HUSSEY - None

COMMISSIONER WOLFRAM- None

MAYOR BATES

Also commended the Police Department on their recent luncheon. She commented that we have great volunteers who enjoy what they do and it shows in their faces. She wanted the Chief to pass along her “kudos” and information to them.

The meeting adjourned at 7:12 p.m.

ATTEST:

MAYOR

CITY CLERK



Meeting Date: May 17, 2016

From: Mark DeBord
Mark DeBord, Finance Director

Approved: Franklin Martz III
Franklin Martz III, City Manager

Official Use Only

Commission Action: _____

City Manager: _____

Date: _____

SUBJECT: Comprehensive Annual Financial Report for the Year Ended September 30, 2015

SUMMARY EXPLANATION & BACKGROUND: We have completed the Comprehensive Annual Financial Report (CAFR) for the year ended September 30, 2015, and would like to make a formal presentation to the City Commission at their regular meeting of May 17, 2016. This is later than past years. For 2015 the City implemented Governmental Accounting Standards Board Statement No.68. This Statement requires reporting of the City's net pension liability on a full accrual basis along with a number of new note disclosures and supplementary schedules. At September 30, 2015, this net liability totaled \$9.1 million. Of this, \$3.8 million is attributable to the City's pension plans. The balance, \$5.3 million, is attributable to the City's share of the net pension liability of the Florida Retirement System. Unfortunately, the State was unable to provide these numbers until late April. Since we cannot produce the CAFR absent these numbers, we were unable to complete the CAFR before now.

Never the less, we are able to report the City ended the fiscal year in excellent financial condition. Highlights include:

- Overall the City ended the year with a net position of \$286.5 million. Of this amount, \$97 million (unrestricted net position) is available to meet the City's ongoing obligations to citizens and creditors
- The Water and Sewer Operating fund ended the year with a net position of \$117.3 million, up \$6.7 million from the prior year.
- Once again the City received an unqualified opinion from the independent auditors (please see page 17). This means, in the opinion of the auditors, the information in the CAFR fairly represents the City's financial position and results from operations for the past year. There were no management findings, meaning the auditors found no material weaknesses in the City's system of internal controls or management.

These are just some of the highlights. We present a comprehensive analysis within the CAFR in both the transmittal letter beginning on page 7 and Management's Discussion and Analysis beginning on page 19. These documents, along with the information contained within the Statistical Section beginning on page 97, provide an expansive view of the City's financial condition as well as the economic environment in which the City operates.

FISCAL INFORMATION: There is no direct financial impact.

RECOMMENDED ACTION: We recommend the City Commission accept the Comprehensive Annual Financial Report for the year ended September 30, 2015.



Meeting Date: May 17, 2016

From:

Erin O'Donnell
Erin O'Donnell, City Clerk

Approved:

[Signature]
Erin O'Donnell, City Clerk

Official Use Only

Commission Action: _____

City Manager: _____

Date: _____

SUBJECT: Ordinance 1699-16 Granting a Commercial Solid Waste Franchise to Hubbard Construction Company D/B/A Mid-Florida Materials

SUMMARY EXPLANATION & BACKGROUND:

Hubbard Construction Company d/b/a Mid-Florida Materials has requested permission to collect solid waste from commercial establishments in our City.

Hubbard Construction Company d/b/a Mid-Florida Materials has provided the required Certificate of Insurance and a performance bond. Equipment to be used within their scope of services has been inspected by city staff and has been found to be safe to operate within city limits.

FISCAL INFORMATION: N/A

RECOMMENDED ACTION:

PASS and ADOPT Ordinance 1699-16 on second and final reading.

Initiated by: Erin O'Donnell, City Clerk

ORDINANCE NO. 1699-16

AN ORDINANCE OF THE CITY OF ALTAMONTE SPRINGS, FLORIDA, PROVIDING FOR THE GRANTING OF A NON-EXCLUSIVE FRANCHISE TO HUBBARD CONSTRUCTION COMPANY D/B/A MID-FLORIDA MATERIALS FOR THE COLLECTION AND DISPOSAL OF COMMERCIAL SOLID WASTE WITHIN THE CITY OF ALTAMONTE SPRINGS; OUTLINING FRANCHISE DUTIES; IMPOSING REQUIREMENTS UNDER WHICH FRANCHISE SHALL OPERATE; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, there is an immediate and continuing need for the collection and disposal of garbage, industrial waste, refuse, rubbish, trash and other solid waste materials from organizations, firms or entities within the City of Altamonte Springs; and

WHEREAS, Hubbard Construction Company d/b/a Mid-Florida Materials has the necessary equipment, personnel and experience to properly perform the services outlined herein; and

WHEREAS, it appears to be in the best interests of the City of Altamonte Springs and its inhabitants, property owners and merchants that Hubbard Construction Company d/b/a Mid-Florida Materials (herein called "Mid-Florida Materials"), be awarded a non-exclusive right and franchise to provide solid waste collection services within the City limits of the City of Altamonte Springs upon the terms and conditions recited below.

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

SECTION ONE: Franchise.

1. Grant of Franchise. There is hereby granted to Mid-Florida Materials (herein called the "Franchisee"), its successors and assigns, a non-exclusive right, privilege or franchise to collect garbage, refuse, trash and other solid waste materials and recyclables from commercial establishments within the City of Altamonte Springs, Seminole County, Florida during the term and subject to the following limitations and conditions as hereinafter set forth.

2. Definitions.

a. "City" shall mean the City of Altamonte Springs, Florida, a municipal corporation.

b. "Franchisee" shall mean the individual, partnership or corporation who/which agrees, as hereinafter provided to perform the work or service, or to furnish materials or equipment, or both as set forth in this franchise.

c. "Commercial solid waste" shall mean garbage, rubbish, trash, etc., resulting from the normal activities of establishments that are required to obtain an occupational license from the City.

d. "Garbage" shall mean every waste accumulation and animal and vegetable matter which attend the preparation, use, cooking, processing, handling or storage of meats, fish, fowl, fruits, vegetables or other matter which is subject to decomposition, decay, putrefaction and the generation of offensive and noxious gases or odors, or which during or after decay may serve as breeding or feeding materials for flies insects or animals.

e. "Commercial rubbish and trash" shall mean such combustibles as paper, wood, yard trimmings, etc., and non-combustibles such as metal, glass, stone, dirt, etc., excluding yard waste.

f. "Commercial establishment" shall mean any public or private place, building, and/or enterprise devoted in whole or in part to a business enterprise whether non-profit or profit making in nature. Condominiums, patio houses, apartments and other such facilities used for residential purposes are commercial establishments unless collection is provided by the City.

g. "Container" shall mean any portable, nonabsorbent enclosed container with a close fitting cover, or doors, approved by the Health Department and the City, which is used to store large volumes of refuse. It must be capable of being serviced by mechanical equipment.

h. "Special material" shall mean bulky materials or other special wastes that are not stored in standard storage containers and cannot be picked up by a normally used collection vehicle. Wastes not to be collected are major appliances, furniture, building materials, tree limbs, non-containerized trash piles or any abnormal amount of refuse not suitable for containerization which will be picked up by calling office of the Franchisee and arranging by special service to be billed on basis of labor, truck costs and dumping charges.

3. Term.

a. The term of this franchise shall terminate on September 30th, following the effective date hereof provided, however, the City reserves the right to terminate the same prior thereto if the Franchisee defaults in any one of the terms and conditions herein specified.

b. Provided the Franchisee shall make application for said extension of this Franchise prior to its termination and upon approval of the City Commission. On October 1st, this Franchise be automatically extended for an additional term expiring the following September 30th.

4. Minimum Service. The Franchisee shall make at least two (2) weekly collections at all commercial establishments subject to the terms of this ordinance and at sufficient additional intervals necessary to protect the environment, unless otherwise approved in advance by the City, provided however, where the refuse is exclusively non-putrescible in nature, once weekly collections are permitted.

5. Hours. Collections shall be made between 6:00 a.m. and 6:00 p.m. unless different times are approved by the City. If found working in the City other than these times, driver will be ticketed and this agreement will be subject to revocation.

6. Litter. The Franchisee shall not litter premises in the process of making collections and shall promptly pick up all papers, material or debris that may be scattered about the container. Franchisee shall collect all material that has been placed in or about its containers unless otherwise directed by the City.

7. Approved Containers. Amounts and types of solid waste placed in containers for collection shall be stored in standard manufactured-type mechanically served containers only, unless otherwise approved in writing by the City, compatible with the Franchisee's servicing equipment and subject to City and other governmental regulation and whose volume is listed in cubic yards. Franchisee shall provide adequate containers for the services rendered hereunder. Such container shall be provided at Franchisee's cost and shall remain the property of Franchisee, unless the container is owned by the customer.

8. Special and Hazardous Materials. Franchisee may provide haul service for special and hazardous materials not routinely generated in business or commercial areas. Said materials shall be stored and placed in a manner approved by the City and the Franchisee. No hazardous wastes will be collected by the Franchisee unless specifically required by the generator, approved by the City and agreed to by the Franchisee.

9. Collection Equipment.

a. The Franchisee shall provide an adequate number of vehicles for regular collection services. They shall be kept in good repair, appearance, and in a sanitary condition at all times. Each vehicle shall have clearly visible on each side the name and phone number of the Franchisee and vehicle number not less than twelve inches (12") in height on the rear and each side.

b. Franchisee shall certify to the City upon the commencement of each franchise year the nature and quantity of vehicles and equipment on hand and

available for regular collection services and backup in the event of the breakdown of any primary collection vehicle.

c. Each dumpster shall be systematically marked with the franchise holder's name and account type (Solid Waste or Recycling), in a manner approved by the City to identify its capacity in yardage, scheduled date of pickup and its "dumpster number" i.e., 6, MWF, 452 would be a six (6) yard dumpster, to be picked up Monday, Wednesday and Friday and it would be dumpster number 452. Such markings shall be amended to provide such other information as the City may require promptly upon receipt of a notice from the City requiring a change of container markings.

10. Office. The Franchisee shall establish and maintain a local office or such other facilities through which it can be contacted, where service may be applied for, and complaints can be made. It shall be equipped with sufficient telephones, shall have one (1) responsible person in charge during collection hours and shall be open during collection hours.

11. Hauling. All solid waste hauled by the Franchisee shall be so contained, or enclosed that leaking, spilling or blowing are prevented. In the event of any spillage, the Franchisee shall immediately clean up the litter.

12. Disposal. All solid waste for disposal shall be hauled to sites or facilities legally empowered to accept it for treatment or disposal. The City reserves the right to approve or disapprove sites taking into account the costs, routes within the City and the rules and regulations of the governmental body having jurisdiction over said sites or facilities. The City reserves the right to require disposal at City owned or operated facilities.

13. Charges and Rates. All charges and rates for the commercial collection of garbage shall be set by the Franchisee in negotiation with the commercial establishment requiring the service. Rates and charges shall not be set by the City.

14. Location. All solid waste shall be placed in approved containers at locations that are readily accessible to the Franchisee's personnel. Containers shall be located on private property. The use of City property for the siting of containers may be approved by the City after investigation.

15. Compensation and Payment.

a. Compensation shall be paid by the Franchisee to the City on a quarterly basis a sum equal to twenty percent (20%) of the gross revenue from all sources related to Franchisee's operations in the City, including fees, charges, rental of equipment, from temporary job sites, and funds paid outside of the City for materials hauled from the City. Payment to the City shall be made quarterly, once each on March 15, June 15, September 15, and December 15, for the three (3) full

month's immediately preceding payment. Such fees shall not include fees generated directly from recycling, however, customer is subject to the same reporting as set forth in Section One, subsection 17, Reports.

b. Franchisee, in further consideration of the Franchise, shall make its financial records available to the City in accordance with procedures established from time to time by the City. The fees paid pursuant to this section shall not be added as a separate item on the customers' collection bills, but rather shall be considered as an operational expense.

16. Discontinued Service or Delinquent Accounts.

a. The Franchisee may discontinue service as set forth in this section. Persons who have not remitted required payments within fifteen (15) days after the date of billing shall be notified. Said notification shall contain a statement that service may be discontinued fifteen (15) days from the date of notice if payment is not made before that time. In the event the Franchisee intends to discontinue a delinquent account, it shall so notify the City at least fifteen (15) days prior to the last day of collection. Upon payment of the delinquent fees, the Franchisee shall resume collection on the next regularly scheduled collection day.

b. The City shall have the authority to direct the Franchisee to continue service notwithstanding the fact that an account may be delinquent upon written assumption by the City of fees accruing by virtue of Franchisee's continued service. If the City elects to instruct the Franchisee to continue service, the City shall be entitled to reimbursement from the commercial establishment served, plus all costs of collection to include attorney's fees.

17. Reports. On the twenty-fifth (25th) day of the month following the month of service hereunder the Franchisee shall provide the City with a report. Said report shall be in a form, either hard copy, computer disk (compatible with the City's computers) or otherwise satisfactory to the City. The report shall include such information as the City may reasonably require so as to ensure proper garbage service by all commercial establishments within the City and so as to ensure Franchisee's compliance with the terms and conditions of this report. Unless otherwise directed by the City's Director of Public Works, each report shall contain as a minimum:

- (a) Customer's Utility Number (Assigned by the City)
- (b) Customer's Business Name
- (c) Customer's Business Address
- (d) Customer's Telephone Number
- (e) Container(s) Number(s)

- (f) Container type (front end, rollout cart, rolloff, etc.)
- (g) Container(s) Capacity
- (h) Compactor(s)
- (i) Pick-up Schedule for Containers and Compactors
- (j) Number of Pick-ups for all Containers and Compactors
- (k) Franchisee Fee
- (l) Account Type (Solid Waste or Recycling)

This report shall be submitted no later than the twenty-fifth (25th) of the month following the month of service covering all activities during the month of service, to the Director of Public Works.

18. Complaints. All complaints shall be resolved within twenty-four (24) hours. The Franchisee shall supply the City with copies of all complaints on a form approved by the City and indicate the disposition of each complaint. Such records shall be available for City inspection at all times during business hours. The form shall indicate the day and hour on which the complaint was received and the day and hour on which it was resolved, the name of the complainant, the nature of the complaint and the manner of resolution. When a complaint is received on the day preceding a holiday or on a Saturday, it shall be serviced on the next normal working day.

19. Notification. The Franchisee shall notify all customers about complaint procedures, regulation, and days of collection.

20. Franchisee Personnel.

- a. The Franchisee shall assign a qualified person or persons to be in charge of his operations in the City and shall give the name or names to the City; information regarding experience shall also be furnished.
- b. Franchisee's collection employees shall wear a clean uniform bearing the company's name.
- c. Each employee shall, at all times, carry a valid operator's license for the type of vehicle he is driving.
- d. The Franchisee shall provide operating and safety training for all personnel and shall certify same to the City annually upon renewal of this Franchise. Such certification shall identify all employees employed in Altamonte Springs, their job description and the nature and type of training given said employees.

e. The Franchisee shall comply with the Equal Employment Opportunity Program, the Fair Labor Standards Act and all other applicable Federal and State Statutes pertaining to Fair Employment practices.

21. Franchise Equipment.

a. All trucks or other vehicles used on the public streets and roads within the City of Altamonte Springs shall be required to pass an annual safety inspection conducted by the City of Altamonte Springs or its agents.

b. Upon successful completion of its annual inspection each vehicle shall be issued a non-transferable decal or markings which shall be affixed to such area of the vehicle as the City may designate so as to permit rapid visual determination that the vehicle has passed the required annual safety inspection.

c. In conducting the required annual inspection the City shall utilize the standards previously utilized by the State of Florida in its vehicle inspection program. Where the vehicle manufacturers recommend minimum requirements are more stringent than the former State of Florida requirements, the more stringent requirements shall apply.

d. All vehicles shall be subject to, and shall immediately submit to spot, on the road inspections and if found to be in non-compliance, said vehicle shall be immediately removed from service until it can be repaired and is successfully re-inspected.

e. The use of non-inspected vehicles or vehicles failing to meet inspection standards may be grounds for removal of the franchise if found by the City Commission, after notice to the Franchisee and an opportunity to be heard, to be flagrant or repeated in nature.

22. Compliance within Laws. The right is hereby reserved for the City to adopt, in addition to the provisions herein contained and existing applicable ordinances, such additional regulations as it shall find necessary in the exercise of the police power, provided that such regulations by ordinance or otherwise shall be reasonable and not in conflict with the intended purpose of this ordinance. The Franchisee shall conduct operations under this ordinance in compliance with all applicable laws and its failure to comply shall constitute a default hereunder. This franchise shall not be construed to repeal or revise any existing ordinance and to the extent that any provision of this franchise is inconsistent with any existing ordinance, then such existing ordinance shall prevail and control.

23. Performance Bond. Ten (10) days prior to the effective date of this franchise, the Franchisee shall furnish to the City a Performance Bond executed by a surety authorized to do business in the State of Florida in the amount of

\$100,000, insuring the faithful performance of the terms of this ordinance and executed by a surety company licensed to do business within the State of Florida. Said Performance Bond is in an amount deemed by the City and the Franchisee to be reasonable and necessary to enable the City to ensure all franchise fees due and payable hereunder and paid as and when due.

24. Liability & Insurance. The privileges herein granted are upon the express conditions that the Franchisee shall be liable for all damages or injury to persons or property caused by its neglect or mismanagement, or by the actions of any of its employees while engaged in the operations herein authorized, or for any actions or proceedings brought as a result of the award of this franchise to Franchisee, to specifically include but not be limited to Anti-trust actions or proceedings. Should the City of Altamonte Springs be sued therefore, the Franchisee shall be notified of such suit, and thereupon it shall be its duty to defend the suit, and should judgment go against the City in any such case, Franchisee shall forthwith pay the same. The Franchisee shall indemnify and save harmless the City, its agents, officers and employees from any judgments recovered by anyone for personal injury, death or property damage sustained by reason of any of the Franchisee's activities permitted by this franchise or for any actions or proceedings brought as a result of the award of this franchise to Franchisee, to specifically include but not limited to Anti-trust actions or proceedings, and shall pay all expenses, including costs and attorney's fees, in defending against any such claim made against the City or any of the City's agents, officers or employees. Franchisee further agrees to purchase Commercial General Liability insurance in the amount of five million dollars (\$5,000,000) per occurrence, naming the City as an additional insured to the extent of its rights against Franchisee arising by virtue of this section. Franchisee further agrees to purchase Automobile Liability insurance in the amount of five million dollars (\$5,000,000) combined single limit. Franchisee further agrees to purchase Worker's Compensation insurance which meets or exceeds State of Florida Statutory Limits. A certificate of insurance shall be filed with the City Clerk ten (10) days prior to the effective date of this franchise. The certificate must name the City as additional insured for general liability. Furthermore, the certificate must reflect insurance companies which are licensed to do business in the State of Florida. These insurance companies must have a Best's financial rating (or the equivalent) of B+ or better. All insurance policies will provide that the City be given ten (10) days written notice prior to cancellation or modification. If the initial insurance expires prior to the expiration of this agreement, renewal certificates of insurance and required copies of policies shall be furnished thirty (30) days prior to the date of expiration.

25. Licenses. The Franchisee shall, at its sole expense, procure from all governmental authorities having jurisdiction over the operations of the Franchisee, including the City, all licenses, certificates, permits or other authorization which may be necessary for the conduct of its operations. The

Franchisee shall pay all taxes, licenses, certification, permit and examination fees and excises which may be assessed, levied, exacted or imposed on its property, on its operations, on its gross receipts, and upon this franchise and the rights and privileges granted herein, and shall make all applications, reports and returns required in connection therewith.

26. Assignment. No assignment of franchise or any right occurring under this ordinance shall be made in whole or in part by the Franchisee without the express written consent of the City and the customer; in the event of any assignment, the assignee shall assume the liability of the Franchisee.

27. Books, Records and Audit.

a. The Franchisee shall keep records of wastes collected and charges therefore, and the City shall have the right to review those records which in any way pertain to the payments due it as well as the billing of all customers by the Franchisee. If disposal facilities are operated by the City, records of incoming

wastes shall be maintained by the City. The Franchisee will be responsible for the monthly billing of the customer.

b. Franchisee shall furnish the City with an annual audit, due on November 15 of each calendar year, for the service year or portion thereof ending the previous September 30th. Said audit shall be prepared by an independent certified public accountant complete with creditor's opinion which opinion shall be acceptable to the City. The audit shall reflect the accuracy and completeness of the information provided the City by the Franchisee with special attention to the franchise fee.

28. Bankruptcy or Insolvency. If the Franchisee becomes insolvent and in any event if the Franchisee files a petition of voluntary or involuntary bankruptcy, then this franchise shall terminate in no event later than the date of filing of the bankruptcy petition.

29. Default.

a. The failure on the part of the Franchisee to comply in any substantial respect with any of the provisions of this ordinance shall be grounds for a forfeiture of this franchise, but no such forfeiture shall take effect until the City has served upon the Franchisee written notice of default, which notice shall set forth the nature and extent thereof. The Franchisee shall have thirty (30) days following the notice of default to correct the same. If the Franchisee protests the reasonableness or propriety of the City's declaration, said protest shall be served upon the City in writing within ten (10) days following receipt by the Franchisee of the City's notice.

b. If the City and the Franchisee cannot agree as to the reasonableness or propriety of the City's declaration of default, then the issue shall be promptly submitted to arbitration. Three arbitrators shall constitute a Board of Arbitration, one arbitrator to be selected by the City, one by the Franchisee and one by the arbitrators so selected. The Board of Arbitrators shall notify the City and the Franchisee of their determination of the reasonableness and propriety of the City's declaration of default not later than thirty (30) days following submission of the issue to the Board.

c. The purpose of this section is to enable the City and the Franchisee to resolve by arbitration such differences as they may be unable to resolve by mutual agreement. Nothing contained herein shall be construed to limit or restrict the legal rights and powers of the City or the Franchisee.

30. Right to Require Performance. The failure of the City at any time to require performance by the Franchisee of any provisions hereof shall in no way affect the right of the City thereafter to enforce same. Nor shall waiver by the City of any breach of any provisions hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

31. Modification. This franchise constitutes the entire agreement and understanding between the parties hereto, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto, and adopted as an amending franchise ordinance.

32. Notice. As required for any purpose in this franchise, notice shall be addressed and sent by certified United States mail to the City and the Franchisee as follows:

CITY - City Clerk
City of Altamonte Springs
225 Newburyport Avenue
Altamonte Springs, Florida 32701

FRANCHISEE - Hubbard Construction Company
d/b/a Mid Florida Materials
1936 Lee Road, #300
Winter Park, FL 32789

33. Remedies, Attorney's Fees and Costs. All remedies provided in this franchise shall be deemed cumulative and additional and not in lieu of or exclusive of each other or of any other remedy available to the City at law or in equity. In the event the City shall prevail in any action arising hereunder, Franchisee shall pay to the City its costs, referable thereto, including attorney's fees.

34. Headings. The headings of the sections of this franchise are for purposes of convenience only and shall not be deemed to expand or limit the provisions contained in such sections.

35. Warranty of Franchisee. The Franchisee represents and warrants unto the City that no officer, employee, or agent of the City has any interest, either directly or indirectly, in the business of Franchisee to be conducted hereunder.

36. Recycling. All Franchisees are required to offer a recycling program, which shall be approved by the Director of Public Works or the City, in accordance with the Altamonte Springs Code of Ordinances.

37. Compliance with Altamonte Springs Code of Ordinances. Franchisee agrees to comply with Chapter 17 of the Altamonte Springs Code of Ordinances, and all other City codes, ordinances, rules and regulations.

38. Amendment. The City reserves the right to amend this ordinance in any manner necessary for the health, safety or welfare of the public, and the City reserves the right, in the public interest from time to time, to prescribe reasonable rules and regulations governing Franchisee's operations hereunder.

SECTION TWO: Severability. The provisions of this ordinance are declared to be severable and if any section, sentence, clause or phrase of this ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses and phrases of this ordinance but they shall remain in effect, it being the legislative intent that this ordinance shall stand notwithstanding the invalidity of any part.

SECTION THREE: Effective Date. This ordinance shall take effect immediately upon adoption and acceptance by the Franchisee.

PASSED AND ADOPTED THIS ___ DAY OF ____, 2016

FIRST READING:

ADVERTISED:

Pat Bates, Mayor of the City of Altamonte Springs, Florida

ATTEST:

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

Erin O'Donnell - City Clerk

James Fowler - City Attorney

ACCEPTANCE BY FRANCHISEE

The foregoing ordinance and the franchise provided for therein and all the terms and conditions thereof are hereby accepted, approved and agreed to this _____ day of _____, 20____.

FRANCHISEE:

Hubbard Construction Company d/b/a Mid Florida Materials

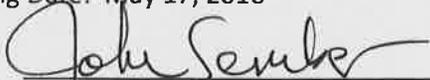
By: _____

Alan Cahill, President



Meeting Date: May 17, 2016

From:


John Sember, Growth Management Director

Approved:


Martin W. Marshall II, City Manager

Official Use Only

Commission Action: _____

City Manager: _____

Date: _____

SUBJECT: Ordinance No. 1697-16 (1st 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: APPROVE Ordinance No. 1697-16 on first reading, and SET second reading for June 7, 2016.

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	\$ 18,955,125	\$ 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)	\$ (20,955,227)
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	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20	Total
Force main river crossings	W TRSWR	-	1,200,000	-	-	-	1,200,000
Regional wastewater treatment plant	W TRSWR	6,500,000	8,020,000	1,760,000	3,440,000	1,840,000	21,560,000
Elevated storage tank	W TRSWR	-	-	-	-	-	-
Update water master plan	W TRSWR	-	-	-	-	100,000	100,000
Building replacements (assessment, design, construction)	W TRSWR	900,000	900,000	200,000	300,000	-	2,000,000
Water line renewal	W TRSWR	200,000	300,000	300,000	300,000	300,000	1,400,000
Reclaimed water projects	W TRSWR	-	-	-	-	250,000	250,000
Miscellaneous improvements	W TRSWR	27,500	75,000	78,750	82,688	86,822	350,760
Fleet vehicle replacements	W TRSWR	139,800	28,000	293,000	528,000	300,000	1,288,800
Machinery & equipment	W TRSWR	123,500	75,000	76,500	78,030	79,591	432,621
Reserves & inflation	W TRSWR	-	646,150	412,880	733,382	965,405	2,757,817
Total capital projects		\$ 11,743,800	\$ 13,719,150	\$ 5,729,130	\$ 7,507,100	\$ 8,045,818	\$ 46,744,996
Stormwater Management							
TMDL reduction projects	Stormwater Fee	\$ 475,000	\$ 550,000	\$ 550,000	\$ 550,000	\$ 550,000	\$ 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	30,000	220,000
Reserves & inflation	Stormwater Fee	-	138,250	206,400	91,714	82,782	519,146
Total capital projects		\$ 1,049,485	\$ 2,903,250	\$ 2,786,400	\$ 918,714	\$ 662,782	\$ 8,320,631
Transportation							
Spring Lake Road pedestrian connector	Sales Tax	\$ -	\$ -	\$ -	\$ 100,000	\$ 500,000	\$ 600,000
TOD pedestrian and connectivity	Sales Tax	0	100,000	250,000	250,000	250,000	850,000
Gateway Drive (eastern segment)	Sales Tax	200,000	0	0	0	0	200,000
SR 436 East of I-4 corridor enhancements	Sales Tax	0	500,000	500,000	0	0	1,000,000
SR 436 Interchange improvements	Sales Tax	0	0	0	350,000	1,750,000	2,100,000
Traffic Signal improvements	Sales Tax	45,000	250,000	250,000	250,000	250,000	1,045,000
Northlake Blvd reconstruction	Sales Tax	0	0	2,000,000	0	0	2,000,000
Orange Road Bank Stabilization	Sales Tax	100,000	150,000	0	0	0	4,250,000
City-wide Street Resurfacing	Sales Tax	250,000	700,000	4,000,000	700,000	0	3,050,000
Orange Avenue (SR 436 to SR 434)	Sales Tax	0	0	180,000	700,000	700,000	3,050,000
East Town Center roadway improvements	Sales Tax/Impact Fee	333,750	4,250,000	0	0	0	4,583,750
Montgomery Road/Oak Drive intersection improvement	Impact Fee	187,673	250,000	0	0	0	437,673
Oriente Drive - repairing/drainage/pedestrian improvements	Impact Fee	0	2,300,000	0	0	0	2,300,000
Multi-modal planning	Impact Fee	218,742	250,000	0	0	0	468,742
Reserves & inflation		0	85,000	630,400	349,335	492,408	1,557,143
Total capital projects		\$ 1,335,165	\$ 8,835,000	\$ 8,510,400	\$ 3,499,335	\$ 3,942,408	\$ 26,122,308
Community Redevelopment Agency							
Parking garage	TRF	\$ -	\$ 5,000,000	\$ 4,000,000	\$ -	\$ -	\$ 9,000,000
Pedestrian facility/improvements, repair, and replacement	TRF	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

US 17/92 at SR 436: Grade Separated Interchange (F'llover)								
(FM 4044181)	DMV MESA	SU	DDR	\$ 61,000	\$ -	\$ -	\$ -	\$ 61,000
SR 434 - Drainage Improvements at Little Wekiva Outfall (FM 4235131)	DS	DMH		2,000	-	-	-	2,000
Wymore Rd - County line to SR 436: Bike/Pedestrian & Stormwater Improvements (FM 77005)	LOGT		REF. COST	8,352,000	-	-	-	8,352,000
SR 436 - from Newburgport Rd. to Ronald Reagan Blvd. - Intersection Improvements - (FM 77011)				500,000	750,000	-	-	1,250,000
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	\$ 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: May 17, 2016

From: Mark DeBord
Mark DeBord, Finance Director

Approved: Franklin Marts, III
Franklin Marts, III, City Manager

Official Use Only

Commission Action: _____

City Manager: _____

Date: _____

SUBJECT: Utility System Rate Adjustments

SUMMARY EXPLANATION & BACKGROUND: We recently completed a rate study of the City's utility systems. A copy of our report is attached.

We looked at likely expenses and revenues over the next five years. Without a rate adjustment we projected reserve balances in our various utility funds will decline. If left unchecked this decline could seriously affect the overall financial health of operations. Fortunately, a modest increase in monthly utility rates will preserve the financial health of the operations. By acting now, with small increases, we can avoid much larger increases in the future.

Proposed Rate Adjustments				
Fiscal year Effective date	2017 10/1/16	2018 10/1/17	2019 10/1/18	Last Increase
Sewer residential	2%	2.5%	3%	10/1/14
commercial	2%	2.5%	3%	
Potable water residential	2%	2.5%	3%	10/1/14
commercial	2%	2.5%	3%	
Reclaimed water residential	3.6%	none	3.4%	10/1/10
commercial	2%	none	2%	
Residential refuse	2.4%	1.2%	1.2%	10/1/14
Stormwater mgmt	none	none	none	10/1/07

As our report shows, even after these proposed increases our rates remain among the very lowest in the region. In fact, our charges for utility services are less than half that of some of our neighbors. We recommend the City Commission give favorable consideration to this proposal.

If the Commission approves this rate adjustment plan, we will be including notice of rate adjustment in the envelopes of our customers over the next month. A copy of the notice to be mailed is attached.

FISCAL INFORMATION: The proposed rate adjustments would generate sufficient additional revenues to maintain the financial well-being of our utility operations.

RECOMMENDED ACTION: Approve the rate adjustment plan.

**The City of Altamonte Springs, Florida
NOTICE OF PROPOSED RATE CHANGE**

The City Commission of the City of Altamonte Springs, at their regular meeting of June 21, 2016, will be considering a proposal to change water and sewer rates. This meeting is scheduled to begin at 7:00 p.m. and will be held in the City Commission chambers at City Hall, located at 225 Newburyport Avenue, Altamonte Springs, Florida. The measure, if adopted, would raise monthly water and sewer rates 2% effective October 1, 2016, 2.5% effective October 1, 2017, and 3% effective October 1, 2018. All interested parties are invited to attend.

Erin O'Donnell
City Clerk

Pursuant to Ch. 180.136, F.S.

2016 Mailing Schedule

Date	Cycle	Location
May 18	2	South of SR 436 / W. of I-4 (Country Creek, Spring Valley, Jamestown, LBHS)
May 25	3	North of SR 436 / E. of I-4
June 1	4	South of SR 436 / E. of I-4
June 8	1	North of SR 436 / W. of I-4 (Spring Oaks, San Sebastian)

May 18 - Bulk sewer & bulk water customers

Class C Water: Seminole County, Utilities Inc, Aqua Utilities

Class D Sewer: Seminole County, Utilities Inc, Maitland, Winter Park, Eatonville

The City of Altamonte Springs, Florida

Memorandum

Date: May 9, 2016

To: Frank Martz, City Manager

From: Mark DeBord, Finance Director

Re: **City Utility Systems – Financial Review and Study and Proposed Rate Adjustments**

The City's Utility Systems include the Water and Sewer System, Stormwater Management, and Refuse Collection and Disposal. Through these utilities the City provides multiple services which include:

- Potable water service
- Reclaimed water service
- Wastewater treatment service
- Stormwater management services
- Residential refuse collection and disposal.

Funding for these services come from user fees. The financial operations of the City's utilities are accounted for in three funds; the Water and Sewer System Fund, the Stormwater Management Fund, and the Refuse Disposal Fund. The City conducts ongoing financial monitoring of financial operations and prepares and publishes annual financial reports. In addition, every three years the City conducts a rate study. This is an in-depth look at System revenues and expenses on both an historical and projected basis. Based on this report City staff recommends to the City Commission any changes to the rate structure believed necessary to ensure the long-term financial health of the System. What follows are the results of the most recent review and recommendation for changes to the rate structure.

WATER AND SEWER SYSTEM

A. Historical Operating Results

Our review included a detailed examination of the annual operating results for the most recent three fiscal years from 2013 through 2015, as well as an estimate for the balance of the current year (2016). A summary of the operating results is shown in Table 1.

Over the four years revenues rose an average of 1.9%. This generally reflects rate increases of 2% in 2013, 2014, and 2015. There were no rate increases for 2016. While the City has experienced some new development, it has not been enough to materially affect water and sewer operations. Operating expenses have risen from \$12.29 in 2013 to \$17.97 million in 2016, an average annual increase of about 3%, slightly ahead of the consumer price index. The cost of

	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
Revenues				
Operating	\$ 16.60	\$ 16.71	\$ 17.51	\$ 17.66
Non-operating	0.04	0.10	0.26	0.15
Total revenues	<u>\$ 16.64</u>	<u>\$ 16.81</u>	<u>\$ 17.77</u>	<u>\$ 17.81</u>
Expenses				
Operating	\$ 12.29	\$ 12.15	\$ 12.54	\$ 13.47
Capital outlay	3.58	3.79	4.10	4.50
Total expenses	<u>\$ 15.87</u>	<u>\$ 15.94</u>	<u>\$ 16.64</u>	<u>\$ 17.97</u>
Revenues over (under) expenses	\$ 0.77	\$ 0.87	\$ 1.13	\$ (0.16)
Fund balance				
Beginning	<u>5.50</u>	<u>6.27</u>	<u>7.14</u>	<u>8.27</u>
Ending	<u>\$ 6.27</u>	<u>\$ 7.14</u>	<u>\$ 8.27</u>	<u>\$ 8.11</u>

employee health insurance rose at an average rate of 8.5% or about \$40,000 per year, in spite of continued efforts to control these costs. That notwithstanding our expenses have remained relatively stable during this period. Overall, our operating results have been good and the overall financial health of the System remains strong as evidenced by the \$8.1 million fund balance projected for the end of 2016.

B. Projected Operating Results Without Rate Increases

From our review of historical operating results and our expectations of the future we developed operating revenue and expense projections for the next five years without any rate increases (see Table 2). We have projected growth in the customer base of about 1% per year. New growth in the City has been largely multi-family which is good but does add a great deal to the revenue base.

**TABLE 2: Projected Results *WITHOUT* Rate Increases
Water and Sewer Sytem Operating Fund
(all figures are times 1,000,000)**

	2017	2018	2019	2020	2021
Revenues					
Operating	\$ 17.87	\$ 18.09	\$ 18.30	\$ 18.54	\$ 18.77
Non-operating	0.15	0.13	0.11	0.08	0.05
Total revenues	\$ 18.02	\$ 18.22	\$ 18.41	\$ 18.62	\$ 18.82
Expenses					
Operating	\$ 14.08	\$ 14.48	\$ 14.89	\$ 15.31	\$ 15.75
Capital outlay	4.82	5.13	5.40	5.89	6.20
Total expenses	\$ 18.90	\$ 19.61	\$ 20.29	\$ 21.20	\$ 21.95
Revenues over (under) expenses	\$ (0.88)	\$ (1.39)	\$ (1.88)	\$ (2.58)	\$ (3.13)
Fund balance					
Beginning	8.11	7.23	5.84	3.96	1.38
Ending	\$ 7.23	\$ 5.84	\$ 3.96	\$ 1.38	\$ (1.75)

As for expenses, we expect general annual inflationary increases of 2% to 2.5%. Additionally, we have included a 9% annual inflationary factor for employee health insurance, and 4% for electricity service. We have added \$300,000 annually to the contribution from the Operating Fund to the Utility Capital Projects Fund as we continue to increase the financial commitment to capital replacement and expansion.

C. Rate Increases

As Table 2 clearly shows, without intervention the \$8.11 million fund balance at the end of 2016 falls to a \$1.7 million deficit in five years. The financial plan we have developed addresses this issue. We propose small annual rate increases which will slowly decrease the fund balance amount but still maintain a reasonable balance to meet unforeseen financial challenges. In Table 3 we show rate changes for the past three years and what

we propose for the next three years. As the table shows the City raised rates 2% annually for 2014 and 2015. There was no rate increase for 2016. Our proposed rate plan calls for annual increases in water and sewer rates of 2%, 2.5%, and 3.0% for all customers for the next

TABLE 3: Rate Increases
Potable Water, Wastewater Treatment, and Reclaimed Water

<i>Fiscal year</i>	Historical Actual			Proposed			
	2014	2015	2016	2017	2018	2019	
<i>Effective date</i>	10/1/13	10/1/14	n/a	10/1/16	10/1/17	10/1/18	
Sewer							
Residential	2.0%	2.0%	<i>No increase this year</i>	2.0%	2.5%	3.0%	
Commercial	2.0%	2.0%		2.0%	2.5%	3.0%	
Potable water							
Residential	2.0%	2.0%		2.0%	2.5%	3.0%	
Commercial	2.0%	2.0%		2.0%	2.5%	3.0%	
Reclaimed water							
Residential	0.0%	0.0%	3.6%	none	3.4%		
Commercial	0.0%	0.0%	2.0%	none	2.0%		

three years, our normal planning horizon. Further, we propose increasing the reclaimed rate by 3.6% in for 2017, no increase in 2018, and 3.4% in 2019. In 2010 the residential reclaimed water rate was raised to a flat \$14.00 per month, where it remains today. The increase we are proposing would raise this monthly rate to \$14.50 for 2017, no increase for 2018, and \$15.00 for 2019. With these change the rate will have increased \$1.00 monthly from 2010 to 2019, or an average of less than 1%.

D. Projected Operating Results With Rate Increases

With the increases included in the recommended rate plan, the financial condition of the City's water and sewer utility operation remains very strong (see Table 4). Operating income remains stable. Money available to fund the

TABLE 4: Projected Results WITH Rate Increases
Water and Sewer System Operating Fund
(all figures are times 1,000,000)

	2017	2018	2019
Revenues			
Operating	\$ 18.27	\$ 18.87	\$ 19.68
Non-operating	0.15	0.14	0.13
Total revenues	<u>\$ 18.42</u>	<u>\$ 19.01</u>	<u>\$ 19.81</u>
Expenses			
Operating	\$ 14.08	\$ 14.48	\$ 14.89
Capital outlay	4.82	5.13	5.40
Total revenues	<u>\$ 18.90</u>	<u>\$ 19.61</u>	<u>\$ 20.29</u>
Revenues over (under) expenses			
	\$ (0.48)	\$ (0.60)	\$ (0.48)
Fund balance			
Beginning	8.11	7.63	7.03
Ending	<u>\$ 7.63</u>	<u>\$ 7.03</u>	<u>\$ 6.55</u>

capital improvements program grows, meaning we meet our capital needs without debt.

Fund balance will decline as we move towards our goal of maintaining an amount equal to 25% of annual expenses. This proposed rate plan accomplishes several goals, including:

- maintaining financial strength,
- allowing for a reasonable reserve to meet unforeseen emergencies,
- allowing for expansion and improvements to the System *without debt*, and
- keeping rate increases manageable.

E. Capital Improvement Program

In addition to adequately funding daily operations, the proposed rate plan supports an extensive multi-year utility capital improvement program totaling \$41 million over the next five years (see Table 5). This **DEBT-FREE** program includes extensive upgrades and improvements to the wastewater treatment plant, lift station replacements, reclaimed water projects, comprehensive maintenance, along with numerous other important projects.

	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>Total</u>
Regional wastewater treatment plant	\$ 8.02	\$ 1.76	\$ 3.44	\$ 1.84	\$ 0.69	\$15.75
Lift station replacements	1.21	1.79	1.59	2.26	0.66	7.51
Reclaimed water projects	-	-	0.25	1.45	1.45	3.15
Repairs and maintenance	0.37	0.29	0.51	0.66	0.50	2.33
Water line renewal	0.30	0.30	0.30	0.30	0.30	1.50
Force main river crossings	1.20	-	-	-	-	1.20
Fleet vehicle replacements	0.03	0.29	0.53	0.30	0.30	1.45
Building replacement assessment	0.90	0.20	-	-	-	1.10
Elevated storage tank	-	-	-	-	0.90	0.90
Road widenings - utility relocations	0.20	0.35	-	-	-	0.55
Force main assessment and replacement	0.50	-	-	-	-	0.50
Miscellaneous improvements	0.08	0.08	0.08	0.09	0.09	0.42
Machinery & equipment	0.08	0.08	0.08	0.08	0.08	0.40
Asset management implementation	0.20	0.18	-	-	-	0.38
Update water master plan	-	-	-	0.10	-	0.10
Reserves & inflation	0.65	0.41	0.73	0.97	0.82	3.58
	<u>\$13.74</u>	<u>\$ 5.73</u>	<u>\$ 7.51</u>	<u>\$ 8.05</u>	<u>\$ 5.79</u>	<u>\$40.82</u>

STORMWATER MANAGEMENT SYSTEM

A. Historical Financial Results

Our review included a detailed examination of the annual operating results for the most recent three fiscal years from 2013 through 2015, as well as an estimate for the balance of the current year (2016). A summary of the operating results is shown in Table 6.

Over the four years revenues have remained relatively flat. There have been no changes to rate and the customer base has remained

stable. Rates are based on “equivalent drainage units” (EDU’s) generally described as the impervious surface in the average residential yard. The number of EDU’s has remained at around 23,000 for the past several years. Since the topography and geography of the City is largely fixed we do not expect the number of EDU’s to change appreciably in the foreseeable future. Therefore, we do not expect revenues generated from EDU’s to change much.

Operating expenses have risen from about \$950,000 in 2013 to about \$1.2 million in 2016. Increased expenses have resulted from our expanded lake monitoring and treatment program and stepped up maintenance of the City-wide drainage system. We expect to see more of the same in the coming years.

	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
Revenues				
Operating	\$ 1.93	\$ 1.93	\$ 1.88	\$ 1.92
Non-operating	0.06	0.11	0.14	0.14
Connection fees	0.02	0.02	0.03	0.03
Total revenues	<u>\$ 2.01</u>	<u>\$ 2.06</u>	<u>\$ 2.05</u>	<u>\$ 2.09</u>
Expenses				
Operating	\$ 0.95	\$ 0.93	\$ 1.12	\$ 1.23
Capital outlay	1.28	0.55	0.71	1.05
Total expenses	<u>\$ 2.23</u>	<u>\$ 1.48</u>	<u>\$ 1.83</u>	<u>\$ 2.28</u>
Revenues over (under) expenses	\$ (0.22)	\$ 0.58	\$ 0.22	\$ (0.19)
Fund balance				
Beginning	<u>9.77</u>	<u>9.55</u>	<u>10.13</u>	<u>10.35</u>
Ending	<u>\$ 9.55</u>	<u>\$ 10.13</u>	<u>\$ 10.35</u>	<u>\$ 10.16</u>

B. Projected Financial Results

In Table 7 we show projected financial results for the next three years. We do not expect to see any significant changes in revenues. We do expect to see additional expenses for stormwater design services and increased maintenance costs for the City-wide drainage system. We will be stepping up efforts to improve lake water quality and to keep contaminants from entering our waterways.

In addition to the projected operating costs, we expect to fund a \$5.3 million capital improvement over the next five years (2017 to 2021) without debt.

	<u>2017</u>	<u>2018</u>	<u>2019</u>
Revenues			
Operating	\$ 1.95	\$ 1.95	\$ 1.95
Non-operating	0.15	0.12	0.08
Connection fees	0.02	0.02	0.02
Total revenues	<u>\$ 2.12</u>	<u>\$ 2.09</u>	<u>\$ 2.05</u>
Expenses			
Operating	\$ 1.49	\$ 1.56	\$ 1.60
Capital outlay	2.90	2.79	0.92
Total expenses	<u>\$ 4.39</u>	<u>\$ 4.35</u>	<u>\$ 2.52</u>
Revenues over (under) expenses	\$ (2.27)	\$ (2.26)	\$ (0.47)
Fund balance			
Beginning	<u>10.16</u>	<u>7.89</u>	<u>5.63</u>
Ending	<u><u>\$ 7.89</u></u>	<u><u>\$ 5.63</u></u>	<u><u>\$ 5.16</u></u>

Overall, the financial health of the Stormwater Management System is strong and should remain so into the foreseeable future. We project ending fiscal year 2019 with a fund balance in excess of \$5.16 million. We do not believe a change in the Stormwater Management System rate is warranted and *we recommend no rate change*.

REFUSE DISPOSAL SYSTEM

A. Historical Operating Results

Our review included a detailed examination of the annual operating results for the most recent three fiscal years from 2013 through 2015, as well as an estimate for the balance of the current year (2016). A summary of the operating results is shown in Table 8.

Over the four years revenues rose an average of about 1% annually, pretty much following the annual rate increase. This service is only provided to single family homes. There have not been any appreciable increase in the number of such homes in the past four years so the lack of revenue growth is not surprising.

The fund also receives revenues from the sale of recycled materials. However, the bottom

has pretty much fallen out of that market. In 2011 we received \$85,000 from recycling. Revenues have fallen steadily since then. In 2015 we collected just over \$20,000.

Expenses have risen at an average annual rate of about 2%, largely matching inflation. We project a fund balance of \$1.27 million at the end of 2016.

B. Projected Operating Results Without a Rate Increase

From our review of historical operating results and our expectations of the future we developed operating revenue and expense projections for the next five years without any rate increases (see Table 9). Since this service is only provided to single family homes and we expect few, if any, new single-family homes to be built in the next 5 years we have not anticipated any growth in revenues. We have also kept anticipate revenues from recycling at \$20,000 per year.

**TABLE 8: Historical Results
Refuse Disposal System
(all figures are times 1,000,000)**

	2013	2014	2015	2016
Revenues				
Operating	\$ 1.69	\$ 1.73	\$ 1.74	\$ 1.74
Non-operating	0.02	0.02	0.03	0.15
Total revenues	<u>\$ 1.71</u>	<u>\$ 1.75</u>	<u>\$ 1.77</u>	<u>\$ 1.89</u>
Expenses				
Operating	\$ 1.51	\$ 1.54	\$ 1.57	\$ 1.63
Capital outlay	0.24	0.12	0.24	0.38
Total expenses	<u>\$ 1.75</u>	<u>\$ 1.66</u>	<u>\$ 1.81</u>	<u>\$ 2.01</u>
Revenues over (under) expenses	\$ (0.04)	\$ 0.09	\$ (0.04)	\$ (0.12)
Fund balance				
Beginning	<u>1.38</u>	<u>1.34</u>	<u>1.43</u>	<u>1.39</u>
Ending	<u>\$ 1.34</u>	<u>\$ 1.43</u>	<u>\$ 1.39</u>	<u>\$ 1.27</u>

As for expenses, we expect general annual inflationary increases of 2% to 2.5%. Additionally, we have included a 9% annual inflationary factor for employee health insurance. About 60% of total expenses go for dump fees which haven't gone up in a while. We are unaware of any plans to increase these fees in the foreseeable future and

**TABLE 9: Projected Results *WITHOUT* Rate Increases
Refuse Disposal System
(all figures are times 1,000,000)**

	2017	2018	2019	2020	2021
Revenues					
Operating	\$ 1.73	\$ 1.73	\$ 1.74	\$ 1.75	\$ 1.76
Non-operating	0.02	0.02	0.02	0.02	0.02
Total revenues	\$ 1.75	\$ 1.75	\$ 1.76	\$ 1.77	\$ 1.78
Expenses					
Operating	\$ 1.70	\$ 1.75	\$ 1.80	\$ 1.85	\$ 1.90
Capital outlay	0.24	0.44	0.20	-	-
Total expenses	\$ 1.94	\$ 2.19	\$ 2.00	\$ 1.85	\$ 1.90
Revenues over (under) expenses	\$ (0.19)	\$ (0.44)	\$ (0.24)	\$ (0.08)	\$ (0.12)
Fund balance					
Beginning	1.13	0.94	0.50	0.26	0.18
Ending	\$ 0.94	\$ 0.50	\$ 0.26	\$ 0.18	\$ 0.06

have not forecasted an increase. The refuse operation consists entirely of large trucks traversing our streets collecting refuse and hauling it to the dump, lots of miles. Accordingly, we are enjoying the results the depressed oil markets. We paid \$107,000 for fuel in 2013. This was down to \$76,000 by 2015 and we project \$84,000 for 2016. Going forward we don't expect prices to remain as low as they have been. Accordingly, we have included in our projections a 4% annual increase in fuel prices.

As Table 9 shows, without rate changes the fund balance will be down to \$60,000 by end of 2021, not enough to replace even one truck. Probably a place we don't want to go.

C. Rate Increases

Over the past few years we have raised the monthly rate by \$0.25 annually. There was no increase for 2016 so the existing monthly rate of \$20.75 has been in effect since

**TABLE 10: Rate Increases
Refuse Disposal**

<i>Fiscal year</i>	Historical Actual			Proposed		
	2014	2015	2016	2017	2018	2019
<i>Effective date</i>	10/1/13	10/1/14	10/1/15	10/1/16	10/1/17	10/1/18
Monthly fee	\$20.50	\$20.75	\$20.75	\$21.25	\$21.50	\$21.75
Increase						
Amount	\$ 0.25	\$ 0.25	\$ -	\$ 0.50	\$ 0.25	\$ 0.25
Percentage	1.2%	1.2%	-	2.4%	1.2%	1.2%

October 1, 2014. Going forward we recommend increasing the monthly rate by \$0.50 effective October 1, 2016, and \$0.25 on October 1st of both 2017 and 2018. This equates to an average annual increase of 1.6%. This is summarized in Table 10.

D. Projected Operating Results With Rate Increases

With the increases included in the recommended rate plan, the financial condition of the City's water and sewer utility operation remains very strong (see Table 11). Operating income remains stable and we have sufficient funds available to replace our capital assets (mainly trucks), without debt. Fund balance will decline as we move towards our goal of maintaining an amount equal to 25% of annual expenses. This proposed rate plan accomplishes several goals, including:

- maintaining financial strength,
- allowing for a reasonable reserve

to meet unforeseen emergencies, and,

**TABLE 11: Projected Results WITH Rate Increases
Refuse Disposal System
(all figures are times 1,000,000)**

	2017	2018	2019
Revenues			
Operating	\$ 1.77	\$ 1.80	\$ 1.83
Non-operating	0.02	0.02	0.02
Total revenues	\$ 1.79	\$ 1.82	\$ 1.85
Expenses			
Operating	\$ 1.70	\$ 1.75	\$ 1.80
Capital outlay	0.24	0.44	0.20
Total revenues	\$ 1.94	\$ 2.19	\$ 2.00
Revenues over (under) expenses	\$ (0.15)	\$ (0.37)	\$ (0.15)
Fund balance			
Beginning	1.13	0.98	0.61
Ending	\$ 0.98	\$ 0.61	\$ 0.46

- keeping rate increases manageable.

SUMMARY OF ALL PROPOSED CHANGES

On Table 12 we have brought together all of the proposed changes to the various utility rates. This provides every change we recommend in a single table thus providing an overview of the entire program.

<i>fiscal year</i> <i>Effective Date</i>	<i>last</i> <i>increase</i>	residential and multi-family					commercial			
		<i>current</i>	2016	2017	2018	<i>current</i>	2016	2017	2018	
			10/1/16	10/1/17	10/1/18		10/1/16	10/1/17	10/1/18	
Sewer	10/1/14	2.0%	2.0%	2.5%	3.0%	3.0%	2.0%	2.5%	3.0%	
Potable water	10/1/14	2.0%	2.0%	2.5%	3.0%	3.0%	2.0%	2.5%	3.0%	
Reclaimed water										
percentage	10/1/10	-	3.6%	-	3.4%	-	2.0%	-	2.0%	
dollar amount		\$14.00	\$14.50	\$14.50	\$15.00	-	-	-	-	
Stormwater										
percentage	10/1/07	-	-	-	-	-	-	-	-	
dollar amount (edu)		\$6.75	\$6.75	\$6.75	\$6.75	\$6.75	\$6.75	\$6.75	\$6.75	
Refuse										
percentage	10/1/14	1.2%	2.4%	1.2%	1.2%	n/a	n/a	n/a	n/a	
dollar amount		\$20.75	\$21.25	\$21.50	\$21.75	n/a	n/a	n/a	n/a	

THE MONTHLY BILL

The City bills all utility services on a single monthly customer invoice. Like most of us, our customers are much more interested in the total bill than in the various parts of that bill. Knowing this we calculated the total monthly utility bill at four levels of potable water usage for the next three years for a single family home.

TABLE 13: Effect of Proposed Rate Changes on Monthly Utility Bill

	<i>total monthly bill</i>			<i>percentage increase</i>			
	<i>Fiscal Year</i> <i>Effective Date</i>	2017 10/1/16	2018 10/1/17	2019 10/1/18	2017 10/1/16	2018 10/1/17	2019 10/1/18
Residential							
5,000 gallons	\$ 80.14	\$ 81.31	\$ 83.21	2.2%	1.5%	2.3%	
10,000 gallons	120.42	122.60	125.77	2.1%	1.8%	2.6%	
15,000 gallons	142.27	145.00	148.86	2.1%	1.9%	2.7%	
20,000 gallons	159.07	162.23	166.62	2.1%	2.0%	2.7%	
25,000 gallons	175.87	179.45	184.37	2.1%	2.0%	2.7%	
35,000 gallons	213.82	218.35	224.44	2.1%	2.1%	2.8%	
50,000 gallons	277.26	283.38	291.38	2.1%	2.2%	2.8%	
Wymore Grove Apts	\$ 10,653.04	\$ 10,846.58	\$ 11,068.44	1.6%	1.8%	2.0%	
Kobe Restaurant	\$ 1,217.22	\$ 1,241.98	\$ 1,270.47	1.8%	2.0%	2.3%	
Amigo's Restaurant	\$ 591.26	\$ 604.01	\$ 618.05	1.9%	2.2%	2.3%	

The results of these calculations are shown in Table 13. The total bill shown in this table includes potable water, sewer, reclaimed water, and stormwater management fees for all customers. The residential amounts also include residential refuse service fees. Commercial establishments use private haulers.

For residential customers the proposed annual increases hover between 2.1% and 2.8%. For commercial customers the proposed annual increases hover between 1.6% and 2.3%. Commercial customers use private haulers for refuse services so these fees are not reflected on their City utility bill. Remember the City did not raise rates for 2016. This means the average annual increase for the four year period 2016 to 2019 is around 1.7%, about equal to the inflation rate. We have found small annual increases to be more palatable to our customers than larger increases every few years.

COMPARISON TO OTHER UTILITY PROVIDERS

Finally, we are often asked how the City’s utility rates stack up to those of the surrounding utility providers. As we do periodically, we recently surveyed 11 surrounding utility providers to compare their rates to the City’s. In Table 11 we show the results of that survey. Keep in mind for this table we used the proposed increased rates for 2017 for Altamonte Springs compared to the current rates for all other providers.

As this table demonstrates, thanks to the City’s long-standing commitment to reuse (using reclaimed water for irrigation) the total bill for City customers is lower than all the other providers. In fact, Altamonte’s rate is less

TABLE 14: Comparative Monthly Residential Utility Charges

Provider	potable water & sewer (a)	irrigation only (b)	stormwater	refuse	Total
Altamonte Springs	\$ 76.28	\$ 14.50	\$ 6.75	\$ 21.25	\$ 118.78
Lake mary	63.50	61.80	4.00	18.00	147.30
Winter park	81.63	46.22	6.59	18.50	152.94
Winter springs	74.15	72.42	5.50	18.10	170.17
Sanford	96.32	57.31	8.45	18.40	180.48
Seminole county	90.88	76.58	-	18.33	185.79
Oviedo	95.38	93.86	7.00	19.64	215.88
Orlando (OUC)	82.41	119.84	-	19.24	221.49
Maitland	95.05	151.35	6.86	22.41	275.67
Longwood	82.11	168.72	6.00	19.11	275.94
Casselberry	118.08	148.51	7.00	18.42	292.01

(a) assumes 10,000 gallons of potable water usage monthly
 (b) assumes 40,000 gallons of irrigation monthly

than half as much as the top **three** providers. The simple truth is that unless and until the other providers commit to a fully integrated reclaimed water system, Altamonte will always be the lowest cost provider in the region.

RECOMMENDATION

We recommend the City Commission adopt the proposed three year rate plan. To that end, we will be presenting the various ordinances for City Commission consideration. Adoption of these ordinances will enact the proposed rate changes annually for the next three years beginning on October 1, 2016.

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:

First Reading: _____

City Clerk

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

City Attorney



Meeting Date: May 17, 2016

From: 
Ed Torres, Director of Public Works & Utilities

Approved: 
Franklin W. Marts, II, City Manager

Official Use Only

Commission Action: _____

City Manager: _____

Date: _____

SUBJECT: Resolution 1324 for Locally Funded Agreements (LFA) between the City and the Florida Department of Transportation (FDOT) for design services related to improvements on SR 436

SUMMARY EXPLANATION & BACKGROUND:

The two (2) attached LFAs with the FDOT are for the design of various roadway improvements on SR 436. These agreements are in anticipation of Seminole County transferring funding and management responsibilities for Major Infrastructure Sales Tax projects within the City to the City pursuant to the City's April 15, 2016 request, an initiative to save a substantial amount of money and expedite project implementation. Though Seminole County has yet to agree with the transfer, we wish to be prepared.

FDOT, as part of their regularly scheduled program, is initiating the design of a resurfacing project on SR 436 from Anchor Road to Boston Avenue. The 2014 Infrastructure Sales Tax Interlocal Agreement Major Projects List also included improvements along SR 436, specifically the addition of a 2nd eastbound left-turn lane on SR 436 at the intersection with Ronald Reagan Boulevard., extension of the westbound auxiliary lane between Maitland Avenue and Palm Springs Drive., and multi-modal improvements between I-4 and US 17-92. In order to save costs by designing and constructing the projects concurrently and to minimize disruption, the City has requested that FDOT combine the scope elements of these Infrastructure Sales Tax projects with their proposed resurfacing project. The detailed Scope of Services is included in "Exhibit A" of each agreement.

The attached agreements specify the City's share of the design costs in the amount of \$431,000.00 for the additional items included in the resurfacing project (FM# 434412-1) and in the amount of \$504,570.00 for the intersection improvement at SR 436 and Ronald Reagan Boulevard (FM# 434931-1).

FISCAL INFORMATION: The 2014 Infrastructure Sales Tax Interlocal Agreement Major Projects List includes funding for the SR 436 projects. The City will be seeking reimbursement/transfer from Seminole County for the funds related to these LFAs with FDOT.

RECOMMENDED ACTION: Pass Resolution 1324 and approve the Locally Funded Agreements between the City and FDOT and authorize the Mayor to execute same.

Initiated by: Brett Blackadar, Chief Transportation Engineer
C: L.J. Schulenberg, Project Liaison

RESOLUTION NO. 1324

A RESOLUTION OF THE CITY OF ALTAMONTE SPRINGS, FLORIDA, APPROVING LOCALLY FUNDED AGREEMENTS BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND THE CITY OF ALTAMONTE SPRINGS FOR ADDITIONAL IMPROVEMENTS TO THE STATE'S DESIGN OF THE MILLING & RESURFACING PROJECT ON STATE ROAD 436 FROM BOSTON AVENUE TO EAST OF ANCHOR ROAD AND THE DESIGN OF INTERSECTION IMPROVEMENTS AT STATE ROAD 436 AND COUNTY ROAD 427.

WHEREAS, the State of Florida Department of Transportation and the City of Altamonte Springs, Florida desire to facilitate the "Design of the State Road 436 from Boston Avenue to east of Anchor Road Milling & Resurfacing Project", and

WHEREAS, the City of Altamonte Springs, Florida desires to contribute funds in the amount of \$431,000.00 for additional improvements, including widening westbound right turn lanes, drainage modifications due to said widening, and a mast arm signal structure at the intersection of State Road 436 and Maitland Avenue; and

WHEREAS, the State of Florida Department of Transportation has requested the City of Altamonte Springs, Florida execute and deliver to the State of Florida Department of Transportation the Locally Funded Agreement for the aforementioned project, Financial Management Number 434412-1-32-01; and

WHEREAS, the State of Florida Department of Transportation and the City of Altamonte Springs, Florida desire to facilitate the "Design of the State Road 436 at County Road 427 Resurfacing/Extending the existing left turn lane and add second left turn lane Project", and

WHEREAS, the City of Altamonte Springs, Florida desires to contribute funds in the amount of \$504,570.00 for additional improvements, including widening of the intersection, drainage modifications due to said

widening, and mast arm signal structures at the intersections of State Road 436 and Newburyport Avenue, State Road 436 and Ronald Regan Boulevard (County Road 427) and State Road 436 and the Plaza entrance; and

WHEREAS, the State of Florida Department of Transportation has requested the City of Altamonte Springs, Florida execute and deliver to the State of Florida Department of Transportation the Locally Funded Agreement for the aforementioned project, Financial Management Number 434931-1-32-01.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ALTAMONTE SPRINGS, FLORIDA, AS FOLLOWS: The Locally Funded Agreements between the State of Florida Department of Transportation and the City of Altamonte Springs, Florida for Project Financial Management Number 34412-1-32-01, and for Project Financial Management Number 434931-1-32-01, are hereby approved, and the Mayor is authorized to make, execute, and deliver to the State of Florida Department of Transportation the Locally Funded Agreements for the aforementioned projects.

PASSED AND ADOPTED by the City Commission of the City of
Altamonte Springs this 17th day of May, 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 of the City
of Altamonte Springs, Florida

JAMES A. FOWLER, CITY ATTORNEY

Agency: City of Altamonte Springs Vendor No: F596000263-001	Fund: LF Contract Amount: \$431,000.00	Financial Management No.: 434412-1-32-01
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**LOCALLY FUNDED AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
THE CITY OF ALTAMONTE SPRINGS**

This **AGREEMENT**, made and entered into this ____ day of _____, 2016, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as the “DEPARTMENT”) and the CITY OF ALTAMONTE SPRINGS, a Florida municipal corporation (hereinafter referred to as the “LOCAL GOVERNMENT”),

WITNESSETH:

WHEREAS, the Parties have been granted specific legislative authority to enter into this Agreement pursuant to Section 339.12, Florida Statutes; and

WHEREAS, the LOCAL GOVERNMENT, by Resolution, a copy of which is attached hereto as Exhibit “B”, and made apart hereof, has authorized its officers to execute this Agreement on its behalf; and

WHEREAS, the DEPARTMENT is prepared, in accordance with its Adopted Five Year Work Program, to undertake the project described as: “Design of the State Road 436 from Boston Avenue to east of Anchor Road Milling & Resurfacing Project”, said project being known as Financial Management (FM) Number 434412-1-32-01, hereinafter referred to as the “Project”; and

WHEREAS, the Project is not revenue producing and is contained in the Adopted Work Program; and

WHEREAS, the implementation of the Project is in the interests of both the DEPARTMENT and the LOCAL GOVERNMENT and it would be most practical, expeditious, and economical for the LOCAL GOVERNMENT to provide the funds for: the Design for the widening of the westbound turn lane from Maitland Avenue to Boston Avenue, all related drainage modifications due to widening for turn lanes, and mast arm signal at SR 436 and Maitland Avenue, in Fiscal Year 2015/2016, said Project being known as FM# 434412-1-32-01,

and said improvements shall hereinafter be referred to as the "Design of the Additional Improvements"; and

WHEREAS, in order to maintain uniformity throughout the Project and to provide for the Design of the Additional Improvements in a cost effective manner, the LOCAL GOVERNMENT desires to have said Design of the Additional Improvements made a part of the Project and to provide funding to the DEPARTMENT to be used for the Design of the Additional Improvements as described in "Exhibit A";

NOW, THEREFORE, in consideration of the mutual benefits to be derived from the joint participation of this Agreement, the parties agree as follows:

1. The term of this Agreement shall begin upon the date of signature of the last party to sign and shall remain in full force and effect through completion of all services required of the LOCAL GOVERNMENT. The DEPARTMENT may, at any time and at any stage, amend or terminate the Project in whole or in part if the DEPARTMENT determines that such action is in the best interests of the public.

2. The DEPARTMENT shall cause the Design of the Additional Improvements described in Exhibit "A" to be incorporated into the DEPARTMENT'S plans for the State Road 436 Milling and Resurfacing Project, and to be constructed as a part of said Project.

3. The DEPARTMENT shall perform necessary preliminary engineering, prepare any and all design plans, provide all necessary engineering supervision, and otherwise perform all other necessary work, all as may be applicable for the Project as previously defined. The Project as previously defined may include some or all of the foregoing activities. Nothing herein shall be construed as requiring the DEPARTMENT to perform any activity which is outside the scope of the Project as previously defined. Except as specifically stated otherwise in this Agreement, all such activities shall be performed by such entities, at such times, in such manner, under such conditions, and pursuant to such standards as the DEPARTMENT, in its sole discretion, deems appropriate. The LOCAL GOVERNMENT shall not have any jurisdiction or control over the DEPARTMENT'S activities, except as specifically stated in this Agreement. The LOCAL GOVERNMENT shall be entitled to be advised of the progress of the Project at reasonable intervals upon request.

4. Contribution by the LOCAL GOVERNMENT of the funds for the design phase of the Project shall be made as follows:

(A) The DEPARTMENT'S current estimate of cost for the Additional Improvements is **\$987,132.00 (Nine Hundred Eighty-Seven Thousand One Hundred Thirty Dollars and No/100)**. The DEPARTMENT'S performance and obligation to design the Project is contingent upon an annual appropriation by the Florida Legislature. The parties agree that in the event funds are not appropriated to the DEPARTMENT for the Project, this Agreement may be terminated, which shall be effective upon the DEPARTMENT giving written notice to the LOCAL GOVERNMENT to that effect.

(B) The LOCAL GOVERNMENT agrees that it will, upon execution of this Agreement, furnish the DEPARTMENT a lump sum contribution in the amount of **\$431,000.00 (Four Hundred Thirty-One Thousand Dollars and No/100)** for full payment of the estimated cost of the Design of the Additional Improvements. The lump sum contribution shall be the total estimated cost for the Design of the Additional Improvements. The DEPARTMENT may utilize this deposit for payment of the cost of the Project.

(C) If the actual cost of the Design of the Additional Improvements is less than the funds provided the excess will be applied to other phases on the project.

(D) Both parties further agree that in the event the Design of Additional Improvements are not constructed or this Agreement is terminated prior to commencement of construction of the Project, the funds provided by the LOCAL GOVERNMENT for construction of the Additional Improvements will be returned to the LOCAL GOVERNMENT. However, in the event the LOCAL GOVERNMENT decides not to participate in the Additional Improvements of the Project prior to construction, the LOCAL GOVERNMENT agrees to furnish the DEPARTMENT 25% (twenty five percent) of the estimated Design of the Additional Improvements cost to cover the extra cost associated with design plan revisions. The LOCAL GOVERNMENT will provide the 25% charge to the DEPARTMENT within fourteen (14) calendar days of notification that the LOCAL GOVERNMENT will not participate in this Agreement. If in the event the LOCAL GOVERNMENT has made the advance deposit required herein prior to their decision not to participate, the DEPARTMENT shall be entitled to retain 25% of the advance deposit amount and to remit the 75% balance to the LOCAL GOVERNMENT.

(E) The payment of funds under this Locally Funded Agreement will be made directly to the DEPARTMENT for deposit.

(F) The DEPARTMENT and the LOCAL GOVERNMENT agree that the lump sum contribution shall be an asset of the DEPARTMENT and that it constitutes a full and final payment for the cost of the work, without any requirement for a subsequent accounting for the use of the contribution.

(G) Contact Persons:

Florida Department of Transportation

Dianne Peek	Todd Alexander
Loc. Gov. Agrmts., MS 4-520	Consultant Proj. Mgmt./MS 2-542
719 South Woodland Boulevard	719 South Woodland Boulevard
DeLand, Florida 32720	DeLand, Florida 32720
PH: (386) 943-5400	PH: (386) 943-5420
Dianne.peek@dot.state.fl.us	Todd.Alexander@dot.state.fl.us

City of Altamonte Springs

Brett Blackadar, P.E., PMP
Chief Transportation Engineer
225 Newburyport Avenue
Altamonte Springs, Florida 32701
PH: (407) 571-8538
BBlackadar@Altamonte.org

5. All tracings, plans, specifications, maps, models, reports, or other work product prepared or obtained under this Agreement shall be considered works made for hire for the DEPARTMENT and shall at all times be and remain the property of the DEPARTMENT without restriction or limitation on their use. The LOCAL GOVERNMENT may, however, inspect those materials upon providing reasonable advance notice to the DEPARTMENT.

6. In the event this Agreement is in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) or has a term for a period of more than one (1) year, the provisions of Chapter 339.135(6)(a), Florida Statutes, are hereby incorporated as follows:

“The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the

value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of \$25,000.00 and which have a term for a period of more than one (1) year.”

7. The DEPARTMENT may unilaterally cancel this Agreement for refusal by the LOCAL GOVERNMENT to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by such party in conjunction with this Agreement.

8. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof, and incorporates and includes all proper negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein. The parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.

9. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. Any provision herein determined by a court of competent jurisdiction, or any other legally constituted body having jurisdiction, to be invalid or unenforceable shall be severable and the remainder of this Agreement shall remain in full force and effect, provided that the invalidated or unenforceable provision is not material to the intended operation of this Agreement.

10. The DEPARTMENT and the LOCAL GOVERNMENT acknowledge and agree to the following:

(A) The LOCAL GOVERNMENT shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the LOCAL GOVERNMENT during the term of the contract; and

(B) The LOCAL GOVERNMENT shall expressly require any contractors and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor/subcontractor during the contract term.

IN WITNESS WHEREOF, the LOCAL GOVERNMENT has executed this Agreement this _____ day of _____, 2016, and the DEPARTMENT has executed this Agreement this _____ day of _____, 2016.

**CITY COMMISSION
ALTAMONTE SPRINGS, FLORIDA**

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: _____
Name: Pat Bates
Title: Mayor

By: _____
Name: Frank J. O'Dea, P.E.
Title: Director of Transportation Development

Attest:

Attest:

City Clerk

Executive Secretary

Legal Review

Legal Review:

City Attorney

Financial Provisions Approval by
Department of Comptroller on:

Exhibit "A"

SCOPE OF SERVICES

Design of Widening & Drainage related improvements FM#: 434412-1-32-01

The DEPARTMENT intends to design the State Road 436 Milling and Resurfacing Project in its fiscal year 2016. This design project includes the Milling, Resurfacing, ADA Improvements, and Drainage Improvements within the limits of the project from Boston Avenue to east of Anchor Road.

The LOCAL GOVERNMENT wishes to upgrade the design of the State Road 436 (from Maitland Avenue to Boston Avenue) Milling and Resurfacing Project to include the widening for westbound right turn lanes, all related drainage modifications, due to the widening of the turn lanes, and a mast arm signal structure at the intersection of SR 436 and Maitland Avenue.

The DEPARTMENT'S Consultant shall include the Design of the Additional Improvements as part of the milling and resurfacing design project at the above referenced locations.

Exhibit "B"

Resolution

FM#434412-1-32-01

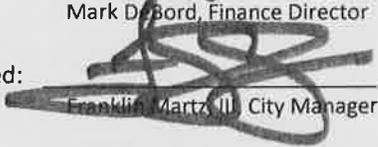


Meeting Date: May 17, 2016

From:


Mark DeBord, Finance Director

Approved:


Franklin Martz III, City Manager

Official Use Only

Commission Action: _____

City Manager: _____

Date: _____

SUBJECT: Budget Amendment – Potable Water Reuse Pilot Project with St. John’s River Water Management District

SUMMARY EXPLANATION & BACKGROUND: At the regular meeting of April 5, 2016, the City Commission approved an agreement between the City and the St. John’s River Water Management District to jointly fund the Potable Water Reuse Pilot Project. To proceed with the project we need approved budget appropriations. Since this project is not funded in the current City budget an amendment is necessary.

To that end we have prepared Resolution Number 1325, a copy of which is attached. Approval of this Resolution will amend the budget providing appropriations for the project. Also attached is a schedule showing the effect of the proposed amendment on the budget.

FISCAL INFORMATION: Approval of this amendment will add \$1.2 million to the budget, of which \$500,000 will be reimbursed by the St. John’s River Water Management District.

RECOMMENDED ACTION: Approve Resolution Number 1325.

BUDGET RESOLUTION

RESOLUTION NO. 1325

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ALTAMONTE SPRINGS, FLORIDA, AMENDING THE BUDGET FOR THE CITY OF ALTAMONTE SPRINGS, FLORIDA, FOR THE FISCAL YEAR WHICH BEGAN ON OCTOBER 1, 2015, AND ENDS ON SEPTEMBER 30, 2016, AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City (the "Commission") has adopted an annual budget for the City for the Fiscal Year which began October 1, 2015, and ends on September 30, 2016, ("Fiscal Year 2016"), and,

WHEREAS, the City Commission at their regular public meeting of April 5, 2016, approved and accepted a Cost Sharing Agreement between the City and the St. John's River Water Management District to partially fund the Potable Water Reuse Project by reimbursing the City for up to Five Hundred Thousand Dollars (\$500,000.00) of the estimated One Million Two Hundred Thousand Dollar (\$1,200,000.00) in expenses associated with the project, and,

WHEREAS, the City Manager has submitted to the Commission a recommendation to amend the annual budget for Fiscal Year 2016 to incorporate the grant from the St. John's River Water Management District and associated expenditures, and,

WHEREAS, the Commission has carefully considered this recommendation, and,

WHEREAS, the Commission has determined the proposed budget amendment to be in the best interest of the City of Altamonte Springs, and

WHEREAS, a true copy of the recommendation is hereto attached and by reference made a part of this Resolution,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ALTAMONTE SPRINGS, FLORIDA, as follows:

The annual budget of the Water & Sewer Capital Projects Fund for Fiscal Year 2016 is hereby

amended by adding Five Hundred Thousand Dollars and no cents (\$500,000.00) to the projected annual revenues and adding by One Million Two Hundred Thousand Dollars and no cents (\$1,200,000.00) to the expenditure budget, and,

This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED THIS 21st DAY OF SEPTEMBER, 2015.

MAYOR of the City of Altamonte Springs, Florida

ATTEST:

CITY CLERK

City of Altamonte Springs, Florida
Fiscal Year 2015 / 2016 Annual Budget

**Public Works Department
Water & Sewer Capital Projects Fund (402)**

	<u>Current Budget</u>	<u>Proposed Amendment</u>	<u>Amended Budget</u>
Revenues			
Investment Income	\$ 75,000	\$ -	\$ 75,000
St. Johns River Water Management District Grant	-	500,000	500,000
Transfer from Water & Sewer Operating Fund	<u>4,375,000</u>	<u>-</u>	<u>4,375,000</u>
Total Revenues	\$ <u>4,450,000</u>	\$ <u>500,000</u>	\$ <u>4,950,000</u>
Expenses			
Contractual Services			
Asset Management Software Upgrade	\$ 200,000	\$ -	\$ 200,000
Architectural Needs Assessment	150,000	-	150,000
Space Study - West Altamonte	15,000	-	15,000
Tank Inspections	17,000	-	17,000
Paint Miscellaneous Surfaces	75,000	-	75,000
Reclaimed Water	-	1,200,000	1,200,000
SJRWMD Potable Reuse Pilot Program			
Regional Wastewater Treatment Facility			
Building Rehabilitation	700,000	-	700,000
Mechanical Maintenance Building Rehab	500,000	-	500,000
Aeration System Improvements (11-029)	1,600,000	-	1,600,000
RWRF Upgrades - Nutrient Req	500,000	-	500,000
Line Nitrification Tank Trough	500,000	-	500,000
Headworks Improvements (14-003)	4,000,000	-	4,000,000
Potable Water Projects			
Waterline Renewal Program	200,000	-	200,000
Line Ground Storage Tank WP # 2	300,000	-	300,000
Update Cathodic Protection WA & WP # 3	28,000	-	28,000
Sewer Projects			
Lift Station # 29 - Douglas Ave. (12-025)	450,000	-	450,000
Lift Station # 30 Rehabilitation (15-020)	300,000	-	300,000
Lift Station # 40 Rehabilitation	400,000	-	400,000
Lift Station Pump Replacements (12-011)	30,000	-	30,000
Air Release Valve Replacements	40,000	-	40,000
Inflow & Infiltration Assessment and Rehab	500,000	-	500,000
Construction - Little Wekiva River Crossings (4)	2,150,000	-	2,150,000
Crossing - 436 @ Mont. Rd, Design	100,000	-	100,000
Vehicle Replacements	139,800	-	139,800
Reserve for Contingency	<u>500,000</u>	<u>-</u>	<u>500,000</u>
Total Expenses	\$ <u>13,394,800</u>	\$ <u>1,200,000</u>	\$ <u>14,594,800</u>
Revenues Under Expenses	\$ (8,944,800)	\$ (700,000)	\$ (9,644,800)
Fund Balance			
Beginning of Year	<u>14,304,909</u>	<u>(183,561)</u>	<u>14,121,348</u>
End of Year	<u><u>\$ 5,360,109</u></u>	<u><u>\$ (883,561)</u></u>	<u><u>\$ 4,476,548</u></u>



Meeting Date: May 17, 2016

Approved: _____

Franklin W. Martz, II, City Manager

Official Use Only

Commission Action: _____

City Manager: _____

Date: _____

SUBJECT: FIRST AMENDMENT TO PILOT PROJECT AGREEMENT WITH UBER TECHNOLOGIES, INC.

SUMMARY EXPLANATION & BACKGROUND:

Several other cities are planning to join the Uber pilot that we launched in March. We will be amending our agreement with Uber to extend the pilot to July 5, 2017 – to be consistent with what the other cities are doing. Also, we are cleaning up some language from the initial agreement that provides more specificity to the relationship between the City and Uber, and relating to our rights under Florida law.

FISCAL INFORMATION: No financial change.

RECOMMENDED ACTION: Approve The First Amendment To Pilot Project Agreement With Uber Technologies, Inc.

FIRST AMENDEMENT TO PILOT PROJECT AGREEMENT COVER SHEET

This First Amendment to Pilot Project Agreement Cover Sheet ("**First Amendment**") is entered into as of _____ ("**First Amendment Effective Date**"), and is subject to the Pilot Project Agreement Cover Sheet dated as of March 4, 2016 ("**Cover Sheet**") by and between **UBER TECHNOLOGIES, INC.**, located at 1455 Market Street, Suite 400, San Francisco, CA 94103 ("**Uber**") and the party listed below ("**City**"). Undefined capitalized terms used herein shall have the meanings set forth in the Cover Sheet, unless otherwise expressly provided herein.

City Information:

City Name:	City of Altamonte Springs
City Address:	225 Newburyport Avenue Altamonte Springs, Florida 32701
City Contact:	<p>City, as to the agreement:</p> <p>Franklin W. Martz, II, City Manager City of Altamonte Springs 225 Newburyport Avenue Altamonte Springs, FL 32701 fwmartz@altamonte.org</p> <p>City, as to traffic logistics and data management:</p> <p>Tim Wilson, Director of Mobility City of Altamonte Springs 225 Newburyport Avenue Altamonte Springs, FL 32701 tawilson@altamonte.org</p> <p>City, as to marketing and communication:</p> <p>Rochelle Croskey, Director of Economic Development City of Altamonte Springs 225 Newburyport Avenue Altamonte Springs, FL 32701 rcroskey@altamonte.org</p>
Uber Contact:	Christine Mitchell General Manager, Uber Orlando cmitchell@uber.com

In the Cover Sheet, and as part of a Pilot Project, City agreed to provide subsidized transportation to Uber users who use the Uber App to arrange for transportation for rides that begin and end within the Map Area.

The parties wish to amend the Cover Sheet upon all of the same terms and conditions of the Cover Sheet, as follows:

Pilot Project Details:

Pilot Project Overview:	<p>The 14th bullet in this section of the Cover Sheet is hereby replaced in its entirety, as follows:</p> <ul style="list-style-type: none"> • City has a long history of public/private relationships in transportation and environmental services; and <p>The 1st paragraph in this section of the Cover Sheet is hereby replaced in its entirety, as follows:</p>
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	<p>“The Pilot Project involves City providing subsidized transportation to Uber users in the Map Area who arrange for transportation for rides that begin and end within the geo-fenced area as set forth on the map attached hereto as Attachment 1 (“Map Area”) and as more particularly described below.”</p> <p>The 2nd paragraph in this section of the Cover Sheet is hereby replaced in its entirety, as follows:</p> <p>“During the Pilot Project, Uber users in the Map Area will be able to utilize an In-App View through the use of a Promo Code to request an Uber X vehicle, which is driven by a Partner Driver on the Uber platform, to transport the Uber user from a location within the Map Area to a location within the Map Area at a subsidized cost from City.”</p> <p>The all other bullets in this section remains unchanged and in force.</p>
<p>Pilot Project End Date:</p>	<p>The Pilot Project shall expire on July 5, 2017.</p>
<p>City Obligations:</p>	<p>The 6th bullet in this section of the Cover Sheet is hereby replaced in its entirety, as follows:</p> <ul style="list-style-type: none"> • Subject to Uber’s prior approval in each instance, which approval shall not be unreasonably withheld, conditioned or delayed, City agrees to market the Pilot Project by: (i) presenting Pilot Project information on City’s website, (ii) sharing Pilot Project information on social media, (iii) engaging citizens and business stakeholders with education emails regarding the Pilot Project, (iv) developing and implementing a press outreach plan to drive publicity for first of its kind Pilot Project, (v) hosting a kick-off event to announce the pilot project, (vi) supporting initiatives to engage citizens with the opportunity to become a Driver Partner, (vii) implementing a highly visual, holistic marketing plan for the Pilot Project including but not limited to signage, print materials, rider pick up/drop off zones, and city banners, and (viii) engaging local businesses with opportunities to interact with Uber on promotional offers such as discounts redeemable by showing an Uber ride receipt at the time of purchase. <p>The all other bullets in this section remains unchanged and in force.</p>

This First Amendment consists of this First Amendment, the Cover Sheet, Uber’s Pilot Project Terms and Conditions (“**Pilot Project Terms**”) and the First Amendment to Pilot Project Terms and Conditions (“**Pilot Project Terms First Amendment**”) attached hereto incorporated into this First Amendment by reference. In the event of a conflict between this First Amendment and the Cover Sheet, the Cover Sheet shall control. An authorized representative of each party has caused this Cover Sheet to be duly executed as of the date set forth below.

IN WITNESS HEREOF, the parties hereto have executed this First Amendment as of the First Amendment Effective Date.

UBER

CITY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

FIRST AMENDMENT TO PILOT PROJECT TERMS AND CONDITIONS

This First Amendment to Pilot Project Agreement Terms and Conditions ("**Pilot Project Terms First Amendment**") is entered into as of the First Amendment Effective Date, and is subject to the Cover Sheet, the First Amendment and the Pilot Project Terms. Undefined capitalized terms used herein shall have the meanings set forth in the Pilot Project Terms, unless otherwise expressly provided herein.

Paragraph 9 of the Pilot Project Terms is hereby replaced in its entirety, as follows:

9. Indemnity. To the extent allowed by the Laws of the State of Florida, each party (the "**Indemnifying Party**") will indemnify, defend and hold harmless the other party (the "**Indemnified Party**"), its affiliates and their respective directors, officers, employees, agents, successors and assigns against all claims, damages, losses and expenses (including reasonable outside attorney fees) with respect to any third party claim arising out of or related to (a) the negligence or willful misconduct of Indemnifying Party and its employees or agents in their performance of the Agreement, (b) a breach (or claim that, if true, would be a breach) of any of the Indemnifying Party's representations or warranties in the Agreement, or (c) the infringement of a third party's intellectual property rights by the Indemnifying Party's Marks, but only if such Marks have been used by the Indemnified Party in the manner approved by the Indemnifying Party. The Indemnified Party shall provide prompt notice to the Indemnifying Party of any potential claim subject to indemnification hereunder. The Indemnifying Party will assume the defense of the claim through counsel designated by it and reasonably acceptable to the Indemnified Party. The Indemnifying Party will not settle or compromise any claim, or consent to the entry of any judgment, without written consent of the Indemnified Party, which will not be unreasonably withheld. The Indemnified Party will reasonably cooperate with the Indemnifying Party in the defense of a claim, at Indemnifying Party's expense. This paragraph and the provisions herein is not to be construed as a waiver by the City of its sovereign immunity, except to the extent waived pursuant to Section 768.28, Florida Statutes (2015), as this statute may be amended from time to time. Each party further agrees that nothing contained herein will be construed or interpreted as denying to any party any remedy or defense available to such parties under the laws of the State of Florida, nor as a waiver of sovereign immunity of the City beyond the waiver provided for in Section 768.28, Florida Statutes (2015), as this statute may be amended from time to time. Thus, City's maximum liability under this paragraph shall be the limits of liability set forth in Section 768.28(5), Florida Statutes (2015), regardless of the type or basis of claim, loss, judgment, injury, or demand at issue.

All other paragraphs remain in force.



Meeting Date: May 17, 2016

Approved: _____

Franklin W. Martz, II, City Manager

Official Use Only

Commission Action: _____

City Manager: _____

Date: _____

SUBJECT: INTERLOCAL AGREEMENT BETWEEN THE CITIES OF ALTAMONTE SPRINGS, LAKE MARY, LONGWOOD, MAITLAND, and SANFORD

SUMMARY EXPLANATION & BACKGROUND:

Several other cities are planning to join the Uber pilot that we launched in March. All of the cities will consider adoption of an interlocal agreement providing for a cooperative approach by the cities and also the creation of a working group so that we can work together on solving mobility issues in the future.

FISCAL INFORMATION: No financial change.

RECOMMENDED ACTION: Approve the Interlocal Agreement Between The Cities Of Altamonte Springs, Lake Mary, Longwood, Maitland, And Sanford

**INTERLOCAL AGREEMENT BETWEEN THE CITIES OF ALTAMONTE SPRINGS,
LAKE MARY, LONGWOOD, MAITLAND, and SANFORD**

WHEREAS, the Cities signatory hereto do acknowledge and agree that additional transit options and service is essential to the sustainability of the SunRail system and to help address congestion management and livability of our communities; and

WHEREAS, the region needs to expand transit service to help feed and distribute riders to and from the SunRail Station and to date, there is currently no plan for same; and

WHEREAS, the importance of more effective and innovative methods of attracting riders to SunRail is a significant factor for these cities, especially in view of the projected and reported costs to operate SunRail; and

WHEREAS, without innovative methods of attracting riders to SunRail, there is a looming local responsibility for the operational cost of SunRail which may be minimized with increased ridership; and

WHEREAS, the Cities believe that relationships between the public sector and the private sector can allow for creative solutions and innovations that can benefit residents and businesses, alike; and

WHEREAS, there is presently an on-going pilot program for SunRail accessibility and congestion management through a pilot relationship between the City of Altamonte Springs and Uber; and

WHEREAS, the cities wish to emulate the pilot project initiated between the City of Altamonte Springs and Uber; and

WHEREAS, the signatory cities wish to form a working group to combine our influence and efforts to evaluate this pilot as well as future opportunities for transit within and between our cities.

NOW, THEREFORE the Cities do hereby agree as follows:

1. In an effort to seek to provide a viable, effective and successful transit system within their boundaries and linking it to the Sun Rail stations that are within Maitland, Altamonte Springs, Longwood, Lake Mary and Sanford, and to provide congestion management alternatives within our cities, the cities agree to develop and commence a pilot program similar to that undertaken by Altamonte Springs and Uber.
2. To facilitate the above, Altamonte Springs shall provide its experience and the results of its pilot program with Uber to the other cities.
3. All cities agree to meet regularly to share information on their individual pilot projects and to ultimately assist one another in the development of a transit system interconnecting the cities with each other and the Sun Rail system.

**INTERLOCAL AGREEMENT BETWEEN THE CITIES OF ALTAMONTE SPRINGS,
LAKE MARY, LONGWOOD, MAITLAND, and SANFORD**

4. The cities do now establish a working group called the “**Municipal Mobility Working Group**” because: All of our cities are similarly situated with regard to our location in the region; that all of our cities have SunRail stations within our jurisdictions or wish to collectively work to reduce single-occupant vehicle traffic congestion; that we face similar mobility challenges within and between our jurisdictions; and we recognize that working collectively as a group and standing together as a group, we will have a stronger and more effective voice.

5. At the conclusion of the pilot, the cities will meet to determine what steps the **Municipal Mobility Working Group** can collectively take in terms of multimodal alternatives both within each of the cities and between the cities to further make transportation choices convenient and cost-effective for our respective residents and our business partners.

6. The cities expressly welcome other cities from Orange, Seminole or Volusia counties to join this Interlocal Agreement and join the Municipal Mobility Working Group upon adoption of this Agreement by their respective elected bodies.

// REMAINDER OF THE PAGE LEFT BLANK INTENTIONALLY //

**INTERLOCAL AGREEMENT BETWEEN THE CITIES OF ALTAMONTE SPRINGS,
LAKE MARY, LONGWOOD, MAITLAND, and SANFORD**

CITY OF ALTAMONTE SPRINGS

For the City of Altamonte Springs, a Florida Municipal Corporation:

Mayor

Date

ATTEST:

City Clerk

**INTERLOCAL AGREEMENT BETWEEN THE CITIES OF ALTAMONTE SPRINGS,
LAKE MARY, LONGWOOD, MAITLAND, and SANFORD**

CITY OF LAKE MARY

For the City of Lake Mary, a Florida Municipal Corporation:

Mayor

Date

ATTEST:

City Clerk

**INTERLOCAL AGREEMENT BETWEEN THE CITIES OF ALTAMONTE SPRINGS,
LAKE MARY, LONGWOOD, MAITLAND, and SANFORD**

CITY OF LONGWOOD

For the City of Longwood, a Florida Municipal Corporation:

Mayor

Date

ATTEST:

City Clerk

**INTERLOCAL AGREEMENT BETWEEN THE CITIES OF ALTAMONTE SPRINGS,
LAKE MARY, LONGWOOD, MAITLAND, and SANFORD**

CITY OF MAITLAND

For the City of Maitland, a Florida Municipal Corporation:

Mayor

Date

ATTEST:

City Clerk

**INTERLOCAL AGREEMENT BETWEEN THE CITIES OF ALTAMONTE SPRINGS,
LAKE MARY, LONGWOOD, MAITLAND, and SANFORD**

CITY OF SANFORD

For the City of Sanford, a Florida Municipal Corporation:

Mayor

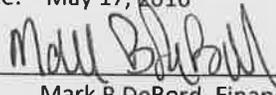
Date

ATTEST:



Meeting Date: May 17, 2016

From:


Mark B DeBord, Finance Director

Approved:


Franklin W. Martz, II, City Manager

Official Use Only

Commission Action: _____

City Manager: _____

Date: _____

SUBJECT: Spring Oaks East – Pre-Chlorinated Pipe Bursting with Site Restoration, contract #AB15028A01

SUMMARY EXPLANATION & BACKGROUND:

On August 11, 2015, contract #AB15028A01 was awarded to Murphy Pipeline Contractors Inc. for the Pre-Chlorinated Pipe Bursting with Site Restoration for Spring Oaks East. Change orders No. 1 and No. 2 decreased the cost of the project by a net amount of \$25,733.65, for a total cost of \$860,501.00.

The project is now complete. Attached are the final invoice in the amount of \$43,025.05, the maintenance bond, the consent of surety, and releases of liens.

FISCAL INFORMATION:

Fund: Neighborhood Enhancement
Dept/Div: Mass Transportation
Activity/Element: Neighborhood Enhancement
Account Number: 32304010-563607-14012
Amount: \$43,025.05
PW #: 14012

RECOMMENDED ACTION: Approve final payment to Murphy Pipeline Contractors, Inc. in the amount of \$43,025.05 and accept the closeout documents.



225 Newburyport Avenue
Altamonte Springs, FL 32701-3697

Memorandum

To: Liana Griffiths
Karen McCullen

From:

Trey Sisk

CoAS PW# PW2014-012

Date Issued:

May 3, 2016

Purchase Order # 20160085

Project: Spring Oaks East - Pre-Chlorinated Pipe Bursting

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

Memo: The pre-chlorinated pipe bursting and associated restoration construction within the Spring Oaks East 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 #: 5 - Final
 TO OWNER: City of Altamonte Springs
 225 Newburyport Avenue
 Altamonte Springs, FL 32701

INV. DATE: April 26, 2016
 P.O. NO:
 CONTRACT NO: AB15028A01

FROM CONTRACTOR Murphy Pipeline
 1876 Everlee Road
 Jacksonville, FL 32216

VIA OWNER:
 VIA PROFESSIONAL:
 PROJECT NAME: Pre-Chlorinated Pipe Bursting & Site Restoration - Spring Oaks East - Work Order P-1

APPLICATION NO.: 5 - Final
 PERIOD TO: 26-Apr-16
 PROJECT NO.: PW2014-12
 BID NO.: ITB 15-028
 CONTRACT DATE: 1-Sep-15

City of Altamonte Springs

DISTRIBUTION TO:
 OWNER
 PROFESSIONAL
 GENERAL
 CONTRACTOR

APPLICATION IS MADE FOR PAYMENT, AS SHOWN BELOW, IN CONNECTION WITH THE CONTRACT. CONTINUATION SHEET IS ATTACHED

1 ORIGINAL CONTRACT SUM	\$886,234.65
2 NET CHANGE BY CHANGE ORDERS	(\$25,733.65)
3 CONTRACT SUM TO DATE	\$860,501.00
4 TOTAL COMPLETED & STORED TO DATE	\$860,501.00
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	\$860,501.00
7 LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$817,475.95
8 CURRENT PAYMENT DUE	\$43,025.05
9 BALANCE TO FINISH, INCLUDING RETAINAGE	\$0.00

THE UNDERSIGNED CONTRACTOR CERTIFIES THAT TO THE BEST OF THE CONTRACTOR'S KNOWLEDGE 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.

CONTRACTOR: Murphy Pipeline DATE: 4.26.16
 BY: [Signature]
 Insert Signator's Name
 STATE OF: FLORIDA
 COUNTY OF: ALTA
 SUBSCRIBED AND SWORN TO BEFORE ME THIS
 DAY OF April 2016



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	\$ 42,144.00	\$ -
Total approved this Month	\$ 25,426.00	\$ (93,304.45)
TOTALS	\$ 67,570.00	\$ (93,304.45)
CHANGE ORDER 1	\$ 42,144.00	\$ -
CHANGE ORDER 2	\$ 25,426.00	\$ (93,304.45)
NET CHANGES	\$ 67,570.00	\$ (93,304.45)

AMOUNT RECOMMENDED: \$ 43,025.05

PROFESSIONAL:
 BY: _____ DATE: _____

OWNER:
 BY: [Signature] DATE: 5-2-16

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: Pre-Chlorinated Pipe Bursting & Site Restoration - Spring Oaks East - Work Order P-1
Owner: City of Altamonte Springs
Pay Application No.: 5
Invoice No.: 5
Contract No.: AB15028A01
Date: 04/26/16
Contractor Project No.: AB15028A01
Owner's Purchase Order/Contract No.: AB15028A01
Owner's Bid No.: ITB-15-028
Murphy Pipeline
 1876 Everlee Road
 Jacksonville, FL 32216
 Tel: (904) 764-6867
 Fax: (904) 379-6193

Item No.	Description	Qty.	Unit of Measure	Scheduled Values				Work Completed				Stored Materials				Total Completed and Stored to Date, \$ (H+I+J+O)	Total to Finish, \$ (f-p)
				Total, \$ (c x e)	Unit Price, \$	Installed Qty.	This Estimate	Total, \$ (i x e)	Total Installed Qty (g + j)	Total, \$ (k x e)	Prior Stored Materials, \$ (m-n-o from last est.)	Less Pmt. For Previously Stored Mat's now installed, \$	New Materials Stored this Estimate, \$	% Complete (p/i)	Balance to Finish, \$ (f-p)		
2.00 Mobilization, Traffic Control and Project Documentation																	
1.01	Mobilization/Demobilization	1	LS	\$62,739.09		1.00	0.00	\$62,739.09	0.00	\$62,739.09	1.00	\$62,739.09			\$62,739.09	100.00%	\$0.00
1.02	Maintenance of Traffic	1	LS	\$39,211.93		1.00	0.00	\$39,211.93	0.00	\$39,211.93	1.00	\$39,211.93			\$39,211.93	100.00%	\$0.00
1.03	Arrow Board / Advance Warning, Flashing	24	LS	\$49.00		24.00	0.00	\$1,176.00	0.00	\$1,176.00	24.00	\$1,176.00			\$1,176.00	100.00%	\$0.00
1.04	Portable Changeable Message Sign	24	LS	\$67.00		24.00	0.00	\$1,608.00	0.00	\$1,608.00	24.00	\$1,608.00			\$1,608.00	100.00%	\$0.00
1.05	Pre Construction Video of Work Area	7.925	LF	\$0.45		7.925.00	0.00	\$3,566.25	0.00	\$3,566.25	7.925.00	\$3,566.25			\$3,566.25	100.00%	\$0.00
1.06	Utility System Record Drawings	7.93	MILF	\$735.00		7.93	0.00	\$5,824.88	0.00	\$5,824.88	7.93	\$5,824.88			\$5,824.88	100.00%	\$0.00
1.07	FDEP Partial Clearance Testing/Certifications	1	EA	\$922.00		1.00	0.00	\$922.00	0.00	\$922.00	1.00	\$922.00			\$922.00	100.00%	\$0.00
1.08	FDEP Partial and Final Clearance Testing/Certifications	1	EA	\$931.00		1.00	0.00	\$931.00	0.00	\$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)	500	LF	\$2.50		500.00	0.00	\$1,250.00	0.00	\$1,250.00	500.00	\$1,250.00			\$1,250.00	100.00%	\$0.00
2.02	Inlet Protection System	6	EA	\$194.00		6.00	0.00	\$1,164.00	0.00	\$1,164.00	6.00	\$1,164.00			\$1,164.00	100.00%	\$0.00
2.03	Clearing and Grubbing Within R/W	500	SY	\$6.50		500.00	0.00	\$3,250.00	0.00	\$3,250.00	500.00	\$3,250.00			\$3,250.00	100.00%	\$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			\$0.00	#DIV/0!	\$0.00
2.05	Removal of Existing Concrete Pavement - Sidewalk, Driveway	250	SY	\$20.75		250.00	0.00	\$5,187.50	0.00	\$5,187.50	250.00	\$5,187.50			\$5,187.50	100.00%	\$0.00
2.06	Regular Excavation	0	CY	\$0.00		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			\$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			\$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			\$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			\$0.00	#DIV/0!	\$0.00
4.00 Pre-Chlorinated Pipe Bursting																	

a Item No.	b Description	c Qty	d Unit of Measure	e Scheduled Values			f Total, \$ (c x e)	g Installed Qty, (k from last est.)	h Prior Estimate		i Work Completed This Estimate		j Total to Date			k Total Installed Qty (g + i)	l Total, \$ (i x e)	m Prior Stored Materials, \$ (m+n+o from last est.)	n Less Pmt. For Previously Stored Mat's now installed, \$	o New Materials Stored this Estimate, \$	p Total Completed and Stored to Date, \$ (p+q+r+s)	q % Complete (p/f)	r Balance to Finish, \$ (r-p)
				Unit Price, \$	Total, \$ (g x e)	Installed Qty, (k from last est.)			Total, \$ (g x e)	Installed Qty	Total, \$ (i x e)	Total, \$ (k x e)	Total, \$ (k x e)										
														Unit Price, \$	Total, \$ (g x e)								
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	0.00	\$0.00	#DIV/0!	\$0.00	\$0.00	\$0.00			\$0.00	
4.02	Utility Pipe, F&I, Water, 6" HDPE DR11	7,175	LF	\$68.00	\$487,900.00	7,175.00	7,175.00	\$487,900.00	0.00	0.00	\$0.00	7,175.00	\$487,900.00	\$487,900.00	7,175.00	\$487,900.00			\$487,900.00	100.00%	\$0.00		
4.03	Utility Pipe, F&I, Water, 8" HDPE DR11	750	LF	\$80.00	\$60,000.00	750.00	750.00	\$60,000.00	0.00	0.00	\$0.00	750.00	\$60,000.00	\$60,000.00	750.00	\$60,000.00			\$60,000.00	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	\$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	\$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	\$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	\$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	\$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	\$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	\$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	\$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	\$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	\$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	\$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	\$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	\$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	\$0.00	0.00	\$0.00			\$0.00	#DIV/0!	\$0.00		
5.42	Utility Fixture, F&I, 1" Single Short Water Service on 5"	7	EA	\$520.00	\$3,640.00	7.00	7.00	\$3,640.00	0.00	0.00	\$0.00	7.00	\$3,640.00	\$3,640.00	7.00	\$3,640.00			\$3,640.00	100.00%	\$0.00		
5.43	Utility Fixture, F&I, 1" Single Long Water Service on 5"	3	EA	\$1,115.00	\$3,345.00	3.00	3.00	\$3,345.00	0.00	0.00	\$0.00	3.00	\$3,345.00	\$3,345.00	3.00	\$3,345.00			\$3,345.00	100.00%	\$0.00		
5.44	Utility Fixture, F&I, 1.5" Double Short Water Service on 5"	30	EA	\$637.00	\$19,110.00	30.00	30.00	\$19,110.00	0.00	0.00	\$0.00	30.00	\$19,110.00	\$19,110.00	30.00	\$19,110.00			\$19,110.00	100.00%	\$0.00		
5.45	Utility Fixture, F&I, 1.5" Double Long Water Service on 5"	29	EA	\$1,225.00	\$35,525.00	29.00	29.00	\$35,525.00	0.00	0.00	\$0.00	29.00	\$35,525.00	\$35,525.00	29.00	\$35,525.00			\$35,525.00	100.00%	\$0.00		
5.46	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	\$0.00	0.00	\$0.00			\$0.00	#DIV/0!	\$0.00		
5.47	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	\$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										This Estimate			Total to Date		
											Qty.	Unit of Measure	Unit Price, \$								Total, \$ (c x e)	Installed Qty (k from last est.)	Total, \$ (g x e)	Total, \$ (i x e)	Total Installed Qty (g + i)	Total, \$ (k x e)
5.48	Utility Fixture, F&I, 1.5" Double Short Water Service on 8"	1	EA	\$655.00	\$655.00	1.00	\$655.00	0.00	\$0.00	1.00	\$655.00	0.00	\$0.00	\$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	#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	#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	#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	#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	#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	#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	#DIV/0!	\$0.00										
5.56	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	#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	#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	#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	#DIV/0!	\$0.00										
5.60	Utility Fixture, F&I, Gate Valve Assembly 4"	0	EA	\$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										
5.61	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	#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	#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	#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	#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	#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	#DIV/0!	\$0.00										
6.00 Fire Hydrants																										
6.01	Fire Hydrant Assembly, SIND 3 Way, F&I, 6"	4	EA	\$4,215.00	\$16,860.00	4.00	\$16,860.00	0.00	\$0.00	4.00	\$16,860.00	0.00	\$0.00	\$16,860.00	100.00%	\$0.00										
6.02	Fire Hydrant, Modify	7	EA	\$2,040.00	\$14,280.00	7.00	\$14,280.00	0.00	\$0.00	7.00	\$14,280.00	0.00	\$0.00	\$14,280.00	100.00%	\$0.00										
6.03	Fire Hydrant Relocate	1	EA	\$2,940.00	\$2,940.00	1.00	\$2,940.00	0.00	\$0.00	1.00	\$2,940.00	0.00	\$0.00	\$2,940.00	100.00%	\$0.00										
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	#DIV/0!	\$0.00										

Item No.	Description	Scheduled Values		Prior Estimate		Total to Date		Stored Materials			Total Completed and Stored to Date, \$ ((h+m+n+o))	% Complete (p/l)	Balance to Finish, \$ (f-p)		
		Qty.	Unit of Measure	Unit Price, \$ (c x e)	Total, \$ (c x e)	Installed Qty (k from last est.)	Total, \$ (g x e)	Total Installed Qty (g + i)	Total, \$ (k x e)	Prior Stored Materials, \$ (m+n+o from last est.)				Less Pmt. For Previously Stored Mat's now Installed, \$	New Materials Stored this Estimate, \$
13.00 Landscape & Lawn Restoration															
13.01	Performance Turf (Sod)	200	SY	\$3.40	\$680.00	200.00	\$680.00	0.00	\$0.00	200.00	\$680.00	100.00%	\$0.00		
13.02	Landscape Plants Small Groundcover 1 Gal Container	0	EA	\$0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	#DIV/0!	\$0.00		
13.03	Landscape Plants Small Shrub 1 Gal Container	0	EA	\$0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	#DIV/0!	\$0.00		
13.04	Landscape Plants Large Shrub 3 Gal Container	0.0	EA	\$0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	#DIV/0!	\$0.00		
13.05	Landscape Plants Large Trees 65 Gal Container	0.0	EA	\$0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	#DIV/0!	\$0.00		
13.06	Landscape Plants Large Palms	0	EA	\$0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	#DIV/0!	\$0.00		
13.07	Mailbox Replacement	0	EA	\$0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	#DIV/0!	\$0.00		
13.08	Irrigation System Repair	4	EA	\$1,176.00	\$4,704.00	4.00	\$4,704.00	0.00	\$0.00	4.00	\$4,704.00	100.00%	\$0.00		
13.09	Out of Scope Item (Not to Exceed 10% of Total Work Order Assignment)	0	LS	\$0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	#DIV/0!	\$0.00		
	Total Base Bid	0		\$0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	#DIV/0!	\$0.00		
					\$886,234.65		\$886,234.65		\$0.00		\$0.00	100.00%	\$0.00		
Change Order 1															
2.01	Sediment Barrier (Silt Fence)	400	LF	\$2.50	\$1,000.00	400.00	\$1,000.00	0.00	\$0.00	400.00	\$1,000.00	100.00%	\$0.00		
2.02	Inlet Protection System	6	EA	\$194.00	\$1,164.00	6.00	\$1,164.00	0.00	\$0.00	6.00	\$1,164.00	100.00%	\$0.00		
13.01	Performance Turf	200	SY	\$3.40	\$680.00	200.00	\$680.00	0.00	\$0.00	200.00	\$680.00	100.00%	\$0.00		
5.61	Utility Fixture, F&I, Gate Valve Assembly 6"	20	EA	\$1,176.00	\$23,520.00	20.00	\$23,520.00	0.00	\$0.00	20.00	\$23,520.00	100.00%	\$0.00		
5.62	Utility Fixture, F&I, Gate Valve Assembly 8"	2	EA	\$1,480.00	\$2,960.00	2.00	\$2,960.00	0.00	\$0.00	2.00	\$2,960.00	100.00%	\$0.00		
6.01	Fire Hydrant Assembly, Std 3 Way, F&I, 6"	2	EA	\$4,215.00	\$8,430.00	2.00	\$8,430.00	0.00	\$0.00	2.00	\$8,430.00	100.00%	\$0.00		
5.65	Utility Fixture, F&I, Single Meter Box	10	EA	\$194.00	\$1,940.00	10.00	\$1,940.00	0.00	\$0.00	10.00	\$1,940.00	100.00%	\$0.00		
5.66	Utility Fixture, F&I, Double Meter Box	10	EA	\$245.00	\$2,450.00	10.00	\$2,450.00	0.00	\$0.00	10.00	\$2,450.00	100.00%	\$0.00		
	Total Change Order 1				\$42,144.00	0%	\$0.00	0%	\$0.00		\$0.00	#DIV/0!	\$0.00		
					\$42,144.00		\$42,144.00		\$0.00		\$0.00	100.00%	\$0.00		
Change Order 2															
C2.01	Project Overruns	1	LS	\$25,426.80	\$25,426.80	1.00	\$25,426.80	0.00	\$0.00	1.00	\$25,426.80	100.00%	\$0.00		

a	b	c	d	Scheduled Values			f	g	h	Work Completed		k	l	m	n	o	p	q	r
				Qty	Unit of Measure	Unit Price, \$				Total, \$ (c x e)	Total, \$ (g x e)								
C2.02	Project Underruns	1	LS	(\$593,304.45)	(\$593,304.45)	1.00	(\$593,304.45)	0.00	\$0.00	1.00	(\$593,304.45)						(\$593,304.45)	100.00%	\$0.00
					\$0.00		\$0.00		\$0.00	0	\$0.00						\$0.00	#DIV/0!	\$0.00
					\$0.00		\$0.00		\$0.00	0	\$0.00						\$0.00	#DIV/0!	\$0.00
	Total Change Order 2				(\$67,877.65)		(\$67,877.65)		\$0.00		(\$67,877.65)			\$0.00	\$0.00	\$0.00	(\$67,877.65)	100.00%	\$0.00
Change Order 3																			
					\$0.00		\$0.00		\$0.00	0%	\$0.00						\$0.00	#DIV/0!	\$0.00
					\$0.00		\$0.00		\$0.00	0%	\$0.00						\$0.00	#DIV/0!	\$0.00
					\$0.00		\$0.00		\$0.00	0%	\$0.00						\$0.00	#DIV/0!	\$0.00
	Total Change Order 3				\$0.00		\$0.00		\$0.00		\$0.00			\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00
	Grand Totals				\$860,501.00		\$860,501.00		\$0.00		\$860,501.00			\$0.00	\$0.00	\$0.00	\$860,501.00	100.00%	(\$0.01)

MAINTENANCE BOND
BID NO: 15-028
Continuing Construction Services - Pre-Chlorinated Pipe
Bursting with Site Restoration - Spring Oaks East

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 \$860,501.00 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."

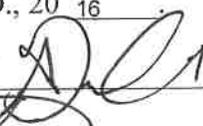
"No action shall be instituted against the contractor or the surety on the bond after 1 year from the performance of the labor or completion of delivery of the materials or supplies."

"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."

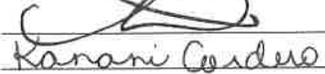
"All bonds executed pursuant to this section shall make reference to this section by number, and shall contain reference to the notice and time limitation provisions of this section."

SIGNED, SEALED AND DATED this the 26th day of

April, A.D., 20 16

Murphy Pipeline Contractors, Inc.  (Seal)

Witness
Witness


Karani Corduro

Berkley Insurance Company

By: 
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# 0193524

PROJECT: Bid No. 15-028; Continuing Construction Services – Pre-Chlorinated Pipe Bursting
(name, address) with Site Restoration – Spring Oaks East

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. Tuma
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.



FINAL LIEN WAIVER FOR SUBCONTRACTOR/SUPPLIER

THE UNDERSIGNED HEREBY ACKNOWLEDGES RECEIPT OF PAYMENT IN FULL FOR ALL LABOR, SERVICES, MACHINERY, TOOLS AND MATERIALS FURNISHED IN CONNECTION WITH THE CONSTRUCTION OF

Spring Oaks Pipe Bursting Project Phase 1
(Project)

AT Altamonte Springs, FL
(Location)

FOR City of Altamonte Springs
(Owner)

THRU THIS 4th DAY OF May, 20 16.

AND DOES HEREBY RELEASE MURPHY PIPELINE CONTRACTORS INC., THE CONTRACTOR, SSNOC, OWNER OF THE ABOVE-NAMED PROJECT AND IT'S AGENTS, AND THE PROPERTY INVOLVED IN THE ABOVE-NAMED PROJECT FROM ALL CLAIMS WHATSOEVER FOR SUCH LABOR, SERVICES, MACHINERY, TOOLS, AND MATERIALS FURNISHED AND WAIVES ALL LIEN RIGHTS THERETO.

CONRAD YELVING WITH DISTRIBUTION
SUBCONTRACTOR/SUPPLIER

Quitting Harts
SIGNATURE

ASSISTANT CREDIT MANAGER
TITLE

MAY 4, 2016
DATE

**WAIVER AND RELEASE OF LIEN
UPON FINAL PAYMENT**

The undersigned lienor, in consideration of the FINAL payment amount of \$1,355.00 hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished through 4/25/2016 to:

Murphy Pipeline Contractors, Inc.
1876 Everlee Road
Jacksonville, FL 32216

For project: Spring Oaks Pipe Bursting

Dated on 5/06/16

By:  /PRES.

Donoghue Construction Layout, LLC

NOTARY:

STATE OF FLORIDA
COUNTY OF Seminole

ACKNOWLEDGED BEFORE ME THIS 6th DAY OF May, 20 16 BY
Ryan Donoghue WHO IS

PERSONALLY KNOWN TO ME, OR

HAS PRODUCED _____ AS IDENTIFICATION.

NOTARY PUBLIC: 



Elizabeth Joanna Smith
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF897287
Expires 7/8/2019



FINAL LIEN WAIVER FOR SUBCONTRACTOR/SUPPLIER

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Spring Oaks Pipe Bursting Project Phase 1
(Project)

AT Altamonte Springs, FL
(Location)

FOR City of Altamonte Springs
(Owner)

THRU THIS ____ DAY OF _____, 20 ____.

AND DOES HEREBY RELEASE MURPHY PIPELINE CONTRACTORS INC., THE CONTRACTOR, SSNOC, OWNER OF THE ABOVE-NAMED PROJECT AND IT'S AGENTS, AND THE PROPERTY INVOLVED IN THE ABOVE-NAMED PROJECT FROM ALL CLAIMS WHATSOEVER FOR SUCH LABOR, SERVICES, MACHINERY, TOOLS, AND MATERIALS FURNISHED AND WAIVES ALL LIEN RIGHTS THERETO.

Johnson Enterprises, Inc.
as agent or as an agent for
subsidiaries and affiliates

SUBCONTRACTOR/SUPPLIER

SIGNATURE

Leighann Bennett
Credit Manager

TITLE

DATE

MAY 4, 2010



FINAL LIEN WAIVER FOR SUBCONTRACTOR/SUPPLIER

THE UNDERSIGNED HEREBY ACKNOWLEDGES RECEIPT OF PAYMENT IN FULL FOR ALL LABOR, SERVICES, MACHINERY, TOOLS AND MATERIALS FURNISHED IN CONNECTION WITH THE CONSTRUCTION OF

Spring Oaks Pipe Bursting Project Phase 1
(Project)

AT Altamonte Springs, FL
(Location)

FOR City of Altamonte Springs
(Owner)

THRU THIS 4th DAY OF May, 20 16.

AND DOES HEREBY RELEASE MURPHY PIPELINE CONTRACTORS INC., THE CONTRACTOR, SSNOC, OWNER OF THE ABOVE-NAMED PROJECT AND IT'S AGENTS, AND THE PROPERTY INVOLVED IN THE ABOVE-NAMED PROJECT FROM ALL CLAIMS WHATSOEVER FOR SUCH LABOR, SERVICES, MACHINERY, TOOLS, AND MATERIALS FURNISHED AND WAIVES ALL LIEN RIGHTS THERETO.

Seminole Asphalt Paving
SUBCONTRACTOR/SUPPLIER

[Signature]
SIGNATURE

Corporate Secretary
TITLE

5/4/16
DATE



Meeting Date: May 17, 2016

From:

Mark DeBord

Mark DeBord, Finance Director

Approved:

[Signature]

Franklin W. Marks II, City Manager

Official Use Only

Commission Action: _____

City Manager: _____

Date: _____

SUBJECT: Eastmonte Park Baseball Lighting, Fields 3 and 4, contract RFP1314-8

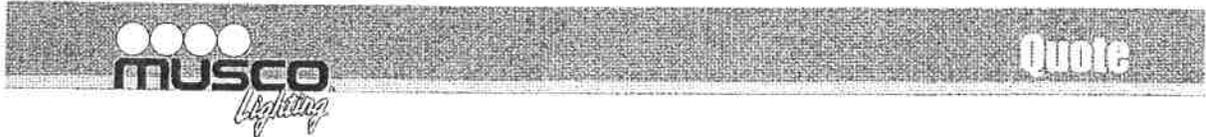
SUMMARY EXPLANATION & BACKGROUND:

Leisure Services would like to utilize Clay County contract RFP1314-8 with Musco Sports Lighting, LLC to replace the lighting at Eastmonte Park's baseball fields 3 and 4. The wire harnessing, lamps, housing, and panel boxes are starting to fail and need replacing. The new lighting system will be energy efficient, reduce field glare, and reduce light spillage to other fields. Completing the work now will ensure the fields are ready for the fall baseball season. The cost of the project is \$145,000.00.

FISCAL INFORMATION:

Fund: Capital Projects
Dept/Div: Eastmonte Park Improvements
Activity/Element: Culture/Recreation
Account Number: 30109120-563345-12201
Amount: \$145,000.00
PW #: 12201

RECOMMENDED ACTION: Approve utilizing Clay County contract RFP1314-8 with Musco Sports Lighting, LLC for Eastmonte Park's baseball fields 3 and 4 lighting.



**EASTMONTE BASEBALL
FIELDS 3 & 4
Date: May 10, 2016**

Field Description:

Sports Cluster Green™ System delivered to your site in Five Easy Pieces™

- Fixtures to be attached to existing poles
- UL Listed remote electrical component enclosure & Pole length wire harness
- Factory-aimed and assembled luminaires

Also Includes:

- Energy savings of more than 50% over a standard lighting system
- 50% less spill and glare light than Musco's prior industry leading technology
- Musco Constant 10™ warranty and maintenance program that eliminates 100% of your maintenance costs for 10 years, including labor and materials
- **Guaranteed constant light level of 50/30 footcandles for 10 years**
- Group re-lamps at the end of the lamps' rated life, 5000 hours (assumes up to 500 hours annual usage)
- Control Link® Control & Monitoring System for flexible control and solid management of your lighting system
- Lighting Contactors

Pricing listed below is based on Clay County bid #13/14-8

Field Description	QTY	\$ Per	Total
Fixtures to replace existing lights (page 4 of Clay County pricing sheet)	30	\$ 3,000	\$ 90,000
Installation of fixtures on existing poles (page 5 of Clay County pricing sheet)	10	\$ 5,200	\$ 52,000
Pole Grounding	10	\$ 750	\$ 7,500
Discount	1	\$ (4,500)	\$ (4,500)

TOTAL \$ 145,000

Above pricing does not include, sales tax, permitting fees or power company fees

Musco Sports Lighting, LLC

City of Altamonte Springs

By: Bob DeCouto
Signed:

By:
Signed:

Date: 5/10/2016

Date: _____



Meeting Date: May 17, 2016

From: _____

Mark B. DeBord

Mark B. DeBord, Finance

Approved: _____

Franklin W. Wartz, II

Franklin W. Wartz, II, City Manager

Official Use Only

Commission Action: _____

City Manager: _____

Date: _____

SUBJECT: Solicitation Award - RFP-16-028-CE – Marketing and Public Relations Services – Annual Requirements

SUMMARY EXPLANATION & BACKGROUND:

The solicitation called for offers to secure the services of an experienced and well-qualified professional marketing firm to provide marketing, community/public relations and advertising services to support and promote the City's economic development efforts.

The City received complete and responsive proposals from four firms. An Evaluation Committee evaluated the proposals. Each Committee member independently evaluated the submittals based on pre-established evaluation criteria.

The Evaluation Committee ranked the firms as follows:

- 1st – William Wellons Communications, LLC
- 2nd – RMA, LLC
- 3rd - SalterMitchell
- 4th – A5, Inc.

Upon approval of the ranking, Economic Development and Leisure Services staff will negotiate with the William Wellons Communications, LLC final scope and professional service fees for the Mayor to execute. In the event the City is unable to negotiate a satisfactory contract with Wellons Communications, LLC, negotiations will move onto the next ranked firm.

FISCAL INFORMATION: Fund: 00101030-504810: Community Programs

RECOMMENDED ACTION: 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.

Initiated by: FN/Procurement

Cc: R Croskey/M Siems, GM; S Nooft, LS