



# CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE: 1/15/2008

**SUBJECT:** NEIGHBORHOOD INVESTMENT GRANT PROGRAM AWARD  
(HARBOR OAKS)

**DEPARTMENT:** CITY MANAGER

**RECOMMENDED MOTION:**

To authorize the award of Neighborhood Investment Grant Program funds for Harbor Oaks signage in an amount not to exceed \$2,260 and authorize the Mayor and City Manager to execute all necessary documents, including the License Agreement.

**SUMMARY:**

The Neighborhood Investment Program (NIP) provides eligible recipients with matching cash grants of up to \$5,000 for projects that improve the quality of life in the City and serve specific neighborhoods. The attached application from Harbor Oaks was one of the projects that scored high enough to be eligible for funding.

New signage and landscaping is proposed on City property at the intersection of Ridgewood Avenue and Farmbrook and along the south side of Nova Road past the Rose Bay Travel Trailer Park. The total project cost is \$4,260. The homeowners association will be responsible for a cash match of \$2,000 and an in-kind match for labor in an amount equal to \$130, which represents 50-percent of the project cost. In addition, one of the families is donating the landscaping materials. These figures represent an update to the original grant request based on the sign quotes.

The homeowners will be responsible for the maintenance of the signage and landscaping.

Funding for the NIP grant awards is available in account No. 001-1100-511-8300.

**ATTACHMENTS:**  Ordinance  Resolution  Budget Resolution

Other  Support Documents/Contracts Available for Review in Manager's Office

**DEPARTMENT HEAD**

Signed

Date: 11/29/07

**FINANCE DEPARTMENT**

Approved as to Budget Requirements

Date

**CITY ATTORNEY**

Approved as to Form and Legality

Date

1-4-08

**CITY MANAGER**

Approved Agenda Item For:

1/15/08

**COUNCIL ACTION:**

Approved as Recommended

Disapproved

Tabled Indefinitely

Continued to Date Certain

Approved with Modification:

## PORT ORANGE NEIGHBORHOOD INVESTMENT GRANT AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2007, by and between the CITY OF PORT ORANGE, 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and HARBOR OAKS AREA HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation, 5885 Riverside Drive, Port Orange, FL 32127 (the "Association" and/or the "Grantee"), located within the limits of the City of Port Orange, in the State of Florida.

### PROVISIONS:

WHEREAS, the City has established the Neighborhood Investment Program, NIP, (the "Program") to provide grants for qualified organizations to complete specified projects, which program and projects constitute a public purpose; and

WHEREAS, The Association hereby warrants to the City that the Association has full power and authority to enter into this Agreement and that the Association's agreement to be bound by the terms and conditions hereof is in compliance and shall remain in compliance with the declaration of covenants and restrictions, as amended from time to time, the articles of incorporation and the by-laws governing the Association; and

WHEREAS, all grant monies under this Program shall be expended solely for the construction and completion of the specified project consisting of placement of two community welcome signs at the borders of the Harbor Oaks Community of Port Orange, to be located on City owned property on the southbound side of Ridgewood Avenue at the Farmbrook intersection next to the new retention pond, and on City owned property on the southbound side of Nova Road, at the City owned stormwater retention pond (the "Project") as awarded by the Port Orange City Council and described in **Exhibit "A"** attached hereto; the exact location of the signs to be determined by the City's landscape architect, Margaret Momberger; and

WHEREAS, the program is conditioned upon satisfactory completion of the Project as well as contribution of a "matching grant" from the Grantee.

NOW, THEREFORE, in consideration of the mutual covenants described herein, and other good and valuable consideration, which the parties hereby determine to be sufficient, the parties agree as follows:

1. Above Provisions: The above provisions are hereby incorporated into this Agreement.
2. Grant: The City hereby awards Grantee a Program grant in the amount of \$2,130.00, payable upon completion of the improvements.
3. Matching Grant: Grantee hereby agrees to provide a matching grant in the amount of \$2,000.00 and volunteer labor hours, materials and supplies valued at \$130.00.

4. Deposit: Grantee shall deposit with the City the specific sum not later than five (5) working days prior to the commencement of work activities as defined in paragraph 8 or 9 (Term).
5. Labor: Grantee further agrees to provide 13 volunteer labor hours towards construction and completion of the Project, as a portion of its matching grant.
6. Conditions: The matching grant provisions of paragraphs 2 and 3, above, are conditions of this Agreement.
7. Project: Grantee agrees to perform, or supervise the work performed as a part of the Project. Grantee further guarantees to provide for initial and continued maintenance of the Project. The Project and all improvements shall be located on City owned property on the southbound side of Ridgewood Avenue at the Farmbrook intersection next to the new retention pond, and on City owned property on the southbound side of Nova Road past the Rose Bay Travel Trailer Park, Port Orange, FL 32127. The exact location of the signs shall be determined by the City's landscape architect, Margaret Momberger.
8. Sign and Landscape Maintenance:
  - a. Both initial and on-going maintenance of the signs and landscape improvements shall be performed in a reasonable manner and with due care, at such a rate and frequency determined to be necessary for the survival and continued health of the improvements and/or as described in the project application process.
  - b. Initial and on-going maintenance shall include but not be limited to the following:
    - (1) Properly watering and fertilizing all plants;
    - (2) Properly mulching plant beds;
    - (3) Keeping the premises free of weeds;
    - (4) Mowing and/or cutting the grass to the proper length;
    - (5) Properly pruning all plants which responsibility includes:
      - (a) Removing dead or diseased parts of plants; or
      - (b) Pruning such parts thereof which present a hazard for those using the roadway or walkway; and
      - (c) Removing or replacing dead or diseased plants in their entirety.



obtain or possess the following insurance coverages, and shall provide Certificates of Insurance to the City prior to use of the property under this Agreement to verify such coverages:

- (a) Comprehensive General Liability shall be provided with coverage for all operations, including but not limited to Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than \$1,000,000 Combined Single Limit or its equivalent.
  - (b) Property Liability shall be maintained for Property Damage insurance for the property during the term of this Agreement. The limits shall be not less than \$1,000,000 Combined Single Limit or its equivalent.
  - (c) The insurance coverages shall name the City as an additional insured, and shall contain a provision that forbids any cancellation, changes or material alterations in the coverages without providing thirty (30) days prior written notice to the City.
12. Indemnification: The Grantee shall indemnify, defend and hold harmless the City, including its elected officials, agents and employees, from and against all claims, damages, losses, and expenses, including but not limited to, attorney's fees and costs, arising out of or resulting from the carrying out of this Agreement, arising out of any work activities performed under this Agreement, or constituting a breach of any term of this Agreement, except if due to an act of the City.
13. Termination: The City shall have the right to terminate this Agreement for any breach of any term of this Agreement. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraphs 2 and 3, failure to begin work and progress along the schedule in the time and manner specified in paragraphs 7 and 8, failure to provide volunteer labor as specified in paragraph 5, failure to provide equipment or materials adequate to perform the Project, failure to complete the Project by the designated dates or failure to comply with the designated Project budget amount. If the Project is terminated, and the Project is located on public property or right-of-way, the City reserves the right to remove the Project improvements and to file a special assessment lien for the cost of removal upon consideration and approval of the City Council or to require the Grantee to remove any or all portions of the Project. If the Project is terminated, and the Project is located on public property or right-of-way, the City reserves the right to claim as its own and use as it deems fit any improvements or materials remaining on the Project site.
14. Notice of Termination: Upon the City's determination that Grantee has breached any term of this Agreement, the City will provide Grantee written notice by certified mail of said breach, and provide, in the written notice, the corrective action that Grantee must take. If Grantee does not take the above-described corrective action within fifteen (15) days of Grantee's receipt of the written notice, this Agreement shall terminate without further notice. The corrective action must be acceptable to the City in order to avoid termination. The City shall provide

Grantee with a certified letter confirming termination of the Agreement. Should this Agreement be terminated, Grantee shall forfeit all monies deposited with the City. Within thirty (30) days of receipt of the termination letter, the City Manager may require the Grantee to submit a cashier's check to the City for the total amount of funds disbursed from the City's match under this Agreement.

15. Voluntary Termination: If the Grantee has been proceeding in good faith and in compliance with the terms of this Agreement and due to unforeseen circumstances or other evidence of good cause the Grantee desires to terminate this Agreement, the Grantee may apply to the City for reimbursement of monies deposited by the Grantee and unexpended.
16. Neighborhood Associations as Independent Contractors: It is agreed between the parties that the Grantee is an independent contractor and is not an employee or agent of the City.
17. Inspectors: The City, acting through the City Manager's Office or Grant Coordinator, reserves the right to place inspectors at the work site or at the place of shipment or delivery of materials under this Agreement, or at the factory, or in the neighborhood, in order to confirm the legitimacy of monies expended under this Agreement. The City does not assume any liability for the work performed or injuries incurred, in any manner, and does not and shall not act in a supervisory capacity.
18. Project Reports: Project Reports must be submitted to the City of Port Orange City Manager's Office during implementation of the Project, including the month the Project is initiated. Original receipts and/or invoices, Partner Cash Contributions forms, Partner In-Kind Contributions forms, and Volunteer Hours forms must be submitted with the Project Reports. The City will not remit any draw down on the grant without satisfactory supporting documentation, which decision will be made in the sole discretion of the City. A final close-out report is also required within 60 days of the Project completion. The final report should describe the final Project, summarize the final budget expenditures, and certify the Project as complete and acceptable to the City.
19. Final Requirements:
  - (a) The preferred method of disbursing grant funds will be as reimbursement to the Vendor. The City will issue a check within two weeks following receipt in the Finance Department of an approved draw down request from the City Manager's Office.
  - (b) Should the Grantee require use of grant funds to make material and equipment purchases, the Grantee shall be required to comply with the City of Port Orange purchasing policy and to provide the City with three written price quotes for each item to be purchased, unless otherwise approved by the City Finance Director. The Grantee shall provide the City with the names and signatures of persons authorized to purchase merchandise for the Project. The City shall provide the Grantee with a

letter of authorization to purchase specified material and equipment under the City's name. The Grantee shall provide the NET with the original invoice within 10 days of purchase.

20. Audit: The Grantee shall maintain all books and records pertaining to the Project and shall make them available to the City upon request. The City maintains the right to review and audit any and all financial records or any other records pertaining to this Agreement, at any time.
21. Remaining Funds: Upon the final completion or termination of the Project, as determined by the City, all remaining City grant funds not expended on the Project will be retained by the City. Match funds from the Grantee shall be returned by the City.
22. Equipment: Should the Grantee be dissolved before the Project is completed, or should any equipment purchased or received as part of the Project not be used in accordance with the grant agreement, the equipment purchased through the grant will automatically become the property of the City.
23. Amendments: The City Manager shall have the authority to draft amendments to this Agreement. Any such amendment must be mutually agreed upon by both parties in writing and will require the City Manager's approval before it becomes effective.
24. Notice: Any notices to the Grantor, under this Agreement, shall be mailed to: City Manager's Office, Attention: Neighborhood Investment Program, City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129. Any notices to the Grantee, under this Agreement, shall be mailed to: Jack Wiles, President, 5885 Riverside Drive, Port Orange, Florida 32127. Any notices to Grantor or Grantee shall be sent by certified mail.
25. New Grant Match: Prior to the initiation of the execution of the grant agreement, the Grantee shall transfer its match funds to the City, where it will be retained in one account (the "Account"). The City shall pay Project Vendor(s) from the Account on a cost reimbursement basis for services rendered. Expenditures shall be paid from the Account and drawn down equally (50/50) from both the City's and the Grantee's Project contributions to the Account. If for any reason Project costs exceed the total Project budget, the Grantee is held solely responsible for overruns and payment of services rendered, not the City. Expended Grantee in-kind match shall be documented on Partner In-Kind Contribution forms and Volunteer Hours forms and submitted with Project Reports.
26. Entire Agreement: This Agreement incorporates the entire agreement, including any attached Exhibits or Amendments, between the parties hereto and no statements, representations, or terms, not included within the written terms of this Agreement, can be considered a part of this Agreement.

- 27. No waiver: This Agreement does not constitute a waiver of any applicable Codes or regulations nor does it constitute approval of the Project for development. All applicable Codes and regulations remain in force.
- 28. Governing Law: This Agreement will be governed by and construed in accordance with the laws of the State of Florida. Venue of any actions arising out of this Agreement will lie in Volusia County, Florida.

IN WITNESS WHEREOF, the City and Grantee have executed this Agreement on the day and year first above written.

**CITY OF PORT ORANGE**

WITNESSES:

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Allen Green, Mayor

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

Attest: \_\_\_\_\_  
Kenneth W. Parker, City Manager

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2008, by Allen Green and Kenneth W. Parker, as Mayor and City Manager, respectively, of the City of Port Orange, a Florida municipal corporation, on behalf of the City, and who [ ] are personally known to me, or [ ] have produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida at Large  
*Print or type or affix stamp with notary name  
Commission and expiration date*



**HARBOR OAKS AREA HOMEOWNERS ASSOCIATION, INC.,**  
a Florida non-profit corporation

**WITNESSES:**

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Jack Wiles, President

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Michelle Jordan, Secretary

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2008, by Jack Wiles, President of the Harbor Oaks Area Homeowners Association, Inc., who  is personally known to me, or  has produced the following as identification \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Florida at Large  
*Print or type or affix stamp with notary name  
Commission and expiration date*

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2008, by Michelle Jordan, Secretary of the Harbor Oaks Area Homeowners Association, Inc., who  is personally known to me, or  has produced the following as identification \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Florida at Large  
*Print or type or affix stamp with notary name  
Commission and expiration date*

Approved as to Content:

Approved as to Form:

By: \_\_\_\_\_  
Kenneth W. Parker,  
City Manager

By: \_\_\_\_\_  
Margaret T. Roberts,  
City Attorney

**PORT ORANGE Neighborhood Investment Program  
2006/2007 Application**

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Neighborhood or Organization: Harbor Oaks Area Homeowners Association

Project Title: Harbor Oaks Community Welcome Signs

Project Leader: Tom Jordan

Mailing Address: 5683 Riverside Dr

Port Orange, FL 32127

Telephone: (Day) 386.322.0797 (Evening) 386.322.2435

Email tjordan@networkingmagic.com (Fax) 386.322.0796

**Part One: Association**

1. Neighborhood Association Boundaries (nearest streets)  
(Please include a map showing the boundaries of the neighborhood)

Northern Boundary: Ridgewood Ave at Niver St

Southern Boundary: Rose Bay

Eastern Boundary: Riverside Dr

Western Boundary: Nova Rd near Baywood Circle

2. When was the association organized? Before 1996

3. How many members are in the Association: 125

Members are (check all that apply):

Homeowners       Renters       Business Owners

Other (specify)

4. Please list meetings, activities, and projects undertaken by the association in the past year.

The Harbor Oaks Area Homeowners Association holds 4 Board of Directors Meetings, 4 Membership Meetings, and 3 Membership Socials per year. We also present quarterly Beautification awards, annual Christmas decoration awards, and make donations to local school programs throughout the year.

5. Please attach to the application a copy of your homeowner association's Certificate of Good Standing issued by the Secretary of State.

**Part Two: Port Orange Neighborhood Investment**

6. Briefly describe the proposed project (Indicate whether this is a repair/replacement project due to the 2004 hurricanes):

The proposed project is to place two welcome signs at the borders of the Harbor Oaks Community of Port Orange. The signs will be low-rise, monument-style signs and each sign will include ground-cover landscaping.

7. What is the location of this project?

This project has two locations. The first is the median of Ridgewood Ave just south of Niver Street near the old Marko's restaurant. The second location is the median of Nova Rd between the Rose Bay Travel Park and before Baywood Circle. Should we not get FDOT approval for the median placements we have two alternate locations. The first would be on southbound side of Ridgewood at Farnbrook next to the new retention pond. The Nova location would be on the south bound side next to the retention ponds.

8. If the project is a physical improvement of the neighborhood (landscaping, entrance beautification, etc.), attach a scaled site plan and a drawing or rendering of the proposed project, which details the location, size, and measurements of the project. In addition, please attach photographs that include the project area(s).  
Site Plan/Drawings/Photographs attached? Yes  No  N/A

9. If a project is a physical improvement, is project on:

Public right-of-way                       Private property  
 Common area owned by organization

**NOTE:** Written permission from the appropriate government agency for the public right-of-way or the legal owner of the private property or common area will be required prior to beginning project.

10. If the project involves landscaping improvements, will drought tolerant plants and materials be utilized? Yes  or No

If yes, then describe the quantities and the types.

- |                        |          |
|------------------------|----------|
| a. <u>Gopher Apple</u> | d. _____ |
| b. <u>Lantana</u>      | e. _____ |
| c. _____               | f. _____ |

11. (A) Maintenance of the project once completed is important. **It is not the intent of the Port Orange Neighborhood Investment Program to increase maintenance obligations of the City.** The applicant is required to provide any additional maintenance made necessary to the project. Describe what type of maintenance, if any, will be required upon completion of the project (example: tree trimming, painting signs, repairs to equipment, service contract, etc.).

The signs themselves are low maintenance polystyrene or PVC. The landscaping is defined as ground cover so as to minimize their height and spread. The plants have been chosen from the list of native Florida plants and drought tolerant plants provided by the University of Florida.

(B) Who will perform maintenance and how often (example: association members, residents adjacent to the project, contractor hired by the association, etc.)?

Members of the homeowners association will be responsible for maintaining the signs and the landscaping.

**Part Three: Participation**

12. How will neighborhood residents be involved in the project? Please be specific.

The members of the Harbor Oaks Area Homeowners Association will plant the landscaping around the signs.

13. List the name and address and obtain the signature of the owners of property immediately adjacent to a proposed physical improvement (example: for a proposed sign in the right-of-way next to a residence, the legal owner should be contacted about this project).

N/A

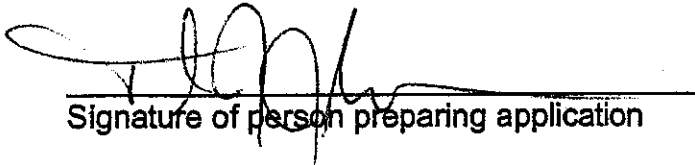
14. List five (5) association members who will serve as the association's project team.

Position	Name	Address	Telephone No.
Project Leader	THOMAS JORDAN	5883 RIVERSIDE DR PORT ORANGE, FL	386-322-0797
Partner/Volunteer Coordinator	JOAN BAUSER	2 CEDAR ST PORT ORANGE, FL	386-322-1333
Monthly/Quarterly Reports Coordinator	JOAN BAUSER	2 CEDAR ST PORT ORANGE, FL	386-322-1333
4.	LOU BOWMAN	716 PALM CIRCLE PORT ORANGE, FL	386-322-2032
5.	HARRY HAINES	413 AUCONIA CIRCLE PORT ORANGE, FL	386-766-2234

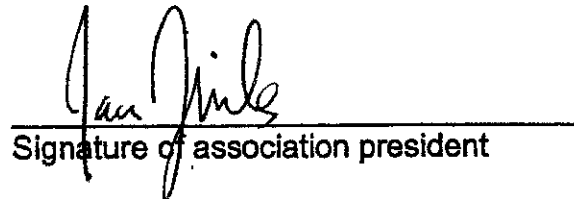
15. Please complete the following items: PONIP project plan and time schedule; PONIP project computation sheet; Volunteer Hours Pledge Sheet (where applicable); Association Members Cash Pledge Sheet; Neighborhood Association Cash Pledge; and Partner's Letter of Intent.

I certify that the HARBOR OAKS AREA HOMEOWNERS ASSOCIATION Neighborhood Association or Organization approved this PONIP application on

NOVEMBER 3, 2006 (Date).

  
Signature of person preparing application

THOMAS J. JORDAN  
Print name of person preparing application

  
Signature of association president

Jack D. Wiles  
Print name of association president

11/3/06 Date

11-2-06 Date

**Project Plan and Time Line**  
**Port Orange Neighborhood Investment Program**

Neighborhood Association: Harbor Oaks Area Homeowners Association

Project Title: Harbor Oaks Community Welcome Signs

Description of Activity	Project Team Member Responsible	Expected Date of Completion**	Expenditures, In-Kind Contribution, and Volunteer Hours
Approval of Grant	City Council	January, 2007	
FDOT Approval of Right-of-way	Tom Jordan	March 31, 2007	4 hours
City Permitting	Tom Jordan/Vendor	April 30, 2007	2 hours
Installation of Signs	Vendor	May 31, 2007	\$3,400.00
Planting	Joan Bausert	June 30, 2007	\$ 200.00 20 hours

**\*\*Note: All projects must be completed by September 30, 2007.**

**PROPOSED PONIP PROJECT COMPUTATION SHEET**

(Multi-Year Projects: please use only numbers for current phase not the entire project).

Neighborhood Association: Harbor Oaks Area Homeowners Association

Project Title: Harbor Oaks Community Welcome Signs

**Your Organization's Cash Contribution:**

From Neighborhood/Organization \$ 1,700.00

From Partner(s): \$ 0.00

**TOTAL CASH CONTRIBUTION:** \$ 1,700.00 (A)

Must be deposited with City of Port Orange Finance Department  
Upon execution of PONIP grant agreement. **Make check payable to the City at the time the grant has been fully approved by the Port Orange City Council.**

**Your Organization's In-Kind Contribution:**

Volunteer labor 26 hours at \$10 per hour \$ 260.00

Professional Services 0 hours at      going rate \$ 0.00

Materials/Supplies/Services  
(Description and market value)

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

**TOTAL IN-KIND CONTRIBUTION** \$ 260.00 (B)

**TOTAL MATCH (Cash + In-Kind)** \$ 1,960.00 (C)  
(Must Equal NIP Grant Request) [Add A +B =C]

**What is your NIP grant request in total dollars from the City:** \$ 1,960.00 (D)  
(Must equal to TOTAL MATCH above, up to a maximum of \$5,000 for a single year project)

**TOTAL PROJECT BUDGET**  
**GRANT REQUEST AND ORGANIZATION'S CONTRIBUTION:** \$ 3,920.00 (E)  
[Add C+D=E]





**Volunteer Hours Pledge Sheet**  
**Port Orange Neighborhood Investment Program**

Neighborhood Association: HARBOR OAKS AREA HOMEOWNERS ASSOCIATION

Project Title: HARBOR OAKS COMMUNITY WELCOME SIGNS

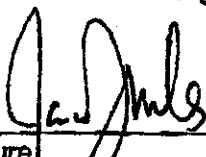
Name	Address/Zip	Phone Number	Hours Pledged	Task
Tom Quick	718 Palm Circle Dr.	767-7326	8	Any
Jack Wiles	5885 Riverside Dr.	761-0299	8	Any
Jean Miller	426 Cactus Sr.	701-5242	4	
Martha Le Bourdon	716 Palms Circle	322-2832	4	Any
Hilala Horvath	413 Acacia Ct.	760-8234	8	Any

**Neighborhood Association Letter of Intent  
Port Orange Neighborhood Investment Program**

November 2, 2006  
Date

This letter is to confirm that HARBOR OAKS AREA HOMEOWNERS ASSOCIATION, INC.  
(Neighborhood Association)  
pledges a contribution, after the grant is approved by the Port Orange City Council,  
in the amount of \$ 100.00 as a cash match for a Port Orange Neighborhood  
Investment Program Grant.

Neighborhood Association President:

  
Signature \_\_\_\_\_  
Jack D. Wiles  
Name (Please Print)

**[Please Print]**

Neighborhood Association: HARBOR OAKS AREA HOMEOWNERS ASSOCIATION, INC.

Project Title: HARBOR OAKS COMMUNITY WELCOME SIGNS

Project Leader: TOM JORDAN

Mailing Address: 5683 RIVERSIDE DR.  
PORT ORANGE, FL 32127

Telephone No.: (Day) 386.322.0797 (Evening) 386.322.2435



Fax No.: 386.322.0796

E-mail: tjordan@networkingmagic.com

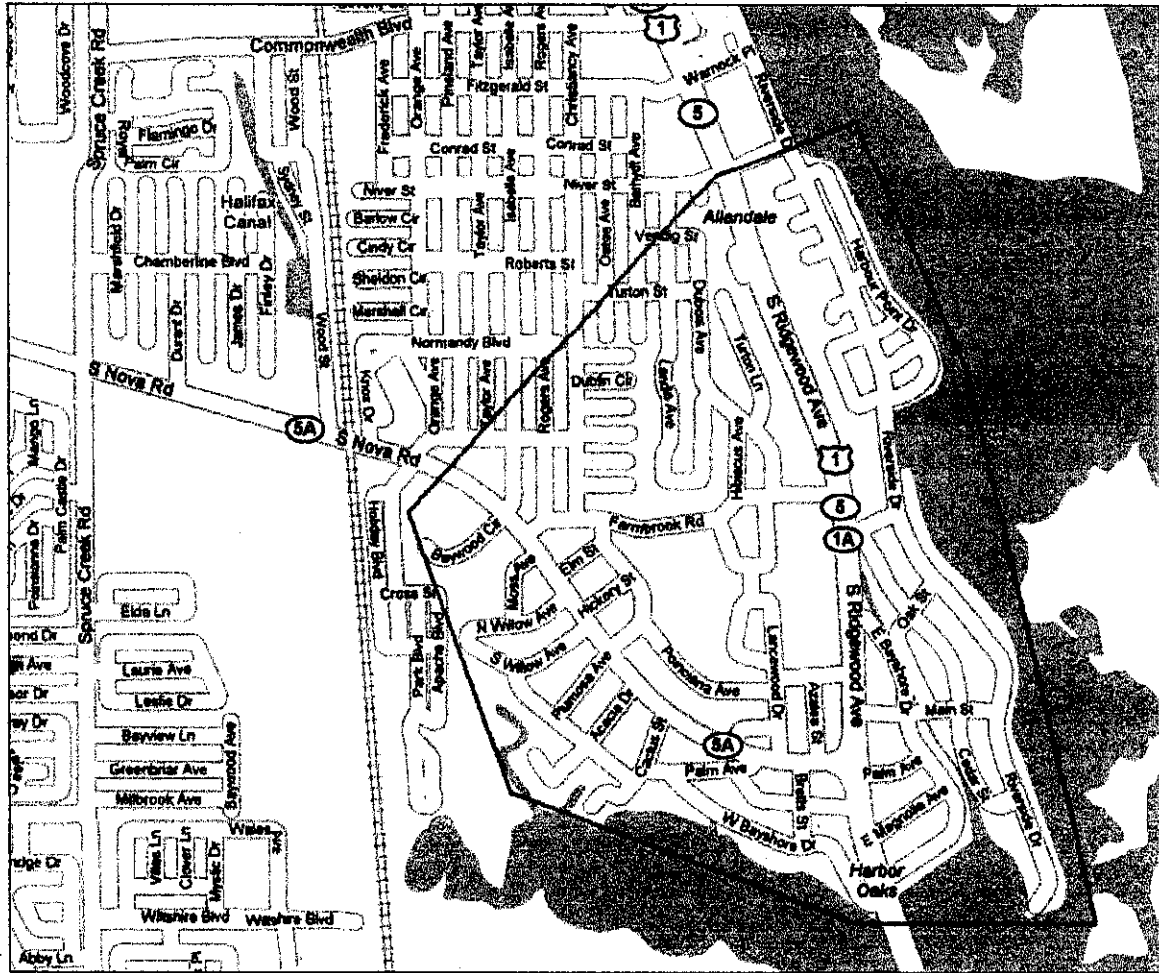
Attachment 1: Certificate of Good Standing by the Office of Secretary of State

**2006 NOT-FOR-PROFIT CORPORATION ANNUAL REPORT**

04-03-2006 90335 039 \*\*\*\*\*61.00  
N22099

<b>DOCUMENT # N22099</b>				<b>FILED</b> 06 APR 13 AM 7:18 40042530 OFFICE OF STATE TALLAHASSEE, FLORIDA	
1. Entity Name <b>HARBOR OAKS AREA HOMEOWNERS ASSOCIATION, INC.</b>					
Principal Place of Business 61 EAST BAYSHORE PORT ORANGE, FL 32127		Mailing Address 61 EAST BAYSHORE PORT ORANGE, FL 32127			
2. Principal Place of Business SBBS Riverside Dr. Suite, Apt. 4, etc.		3. Mailing Address SBBS Riverside Dr. Suite, Apt. 4, etc.			
City & State Port Orange FL		City & State Port Orange FL		4. FEI Number 59-2840125	
ZIP 32127		County USA		5. Certificate of Status Debted <input type="checkbox"/> \$8.75 Additional Fee Required	
6. Name and Address of Current Registered Agent BRAMEREL, LYNNE 61 EAST BAYSHORE DR. PORT ORANGE, FL 32127			7. Name and Address of New Registered Agent Name: <b>Quick, Thomas</b> Street Address (P.O. Box Number is Not Acceptable): 718 Palm Circle Dr. City & State: <b>Port Orange FL</b>		
8. The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida. I am transferor, and accept the obligations of registered agent.					
SIGNATURE: <u>Thomas Quick</u> 3/27/06					
Filing Fee is \$91.25 Due by May 1, 2006		9. Election Campaign Financing Trust Fund Contribution <input type="checkbox"/> \$5.00 May Be Added to Form		Make check payable to Florida Department of State	
10. OFFICERS AND DIRECTORS			11. ADDITIONS/CHANGES TO OFFICERS AND DIRECTORS IN 10		
TITLE: P NAME: BRAMEREL, LYNNE STREET ADDRESS: 61 EAST BAYSHORE DR. CITY-STATE-ZIP: PORT ORANGE, FL 32127	<input checked="" type="checkbox"/> Delete	TITLE: P NAME: WILES, JACK STREET ADDRESS: SBBS Riverside Dr CITY-STATE-ZIP: PORT ORANGE, FL 32127	<input checked="" type="checkbox"/> Change <input type="checkbox"/> Addition		
TITLE: S NAME: DAVIS, TIMMIE STREET ADDRESS: 28 CEDAR ST. CITY-STATE-ZIP: PT ORANGE, FL 32127	<input checked="" type="checkbox"/> Delete	TITLE: S NAME: DAVIS, Timmie STREET ADDRESS: 26 CEDAR ST. CITY-STATE-ZIP: Port Orange, FL 32127	<input checked="" type="checkbox"/> Change <input type="checkbox"/> Addition		
TITLE: T NAME: QUICK, THOMAS R STREET ADDRESS: 61 EAST BAYSHORE DR. CITY-STATE-ZIP: PT ORANGE, FL 32127	<input type="checkbox"/> Delete	TITLE: <u>7/4/14</u>	<input type="checkbox"/> Change <input type="checkbox"/> Addition		
TITLE: D NAME: BOWMAN, LOU STREET ADDRESS: 715 PALM CIRCLE DRIVE CITY-STATE-ZIP: PT ORANGE, FL 32127	<input type="checkbox"/> Delete	TITLE: VP NAME: WILES, JACK STREET ADDRESS: SBBS RIVERSIDE DR. CITY-STATE-ZIP: PT ORANGE, FL 32127	<input checked="" type="checkbox"/> Change <input type="checkbox"/> Addition		
TITLE: VP NAME: WILES, JACK STREET ADDRESS: SBBS RIVERSIDE DR. CITY-STATE-ZIP: PT ORANGE, FL 32127	<input checked="" type="checkbox"/> Delete	TITLE: VP NAME: JOHNSON, THOMAS STREET ADDRESS: 718 Palm Circle Dr CITY-STATE-ZIP: Port Orange, FL 32127	<input checked="" type="checkbox"/> Change <input type="checkbox"/> Addition		
TITLE: _____ NAME: _____ STREET ADDRESS: _____ CITY-STATE-ZIP: _____	<input type="checkbox"/> Delete	TITLE: _____ NAME: _____ STREET ADDRESS: _____ CITY-STATE-ZIP: _____	<input type="checkbox"/> Change <input type="checkbox"/> Addition		
12. I hereby certify that the information supplied with this filing does not qualify for the exemptions contained in Chapter 119, Florida Statutes. I further certify that the information indicated on this report or supplemental report is true and accurate and that my signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears in Block 10 or Block 11 if changed, or on an amendment to this statement, with all other fee empowered.					
SIGNATURE: <u>Thomas Quick</u> 3/27/06 386-767-7326					

Attachment 2: Map of Harbor Oaks Neighborhood



Attachment 3: Proposed Locations of Signs

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*Welcome To*

*Harbor Oaks*

*A Port Orange Community*

Al's Signs

*Dee*

176 Carswell Ave.  
Holly Hill, FL 32117

# Estimate

Date	Estimate #
10/30/2007	134

Name / Address
City of Pt. Orange

*Attention:  
Shannon Lewis*

Description	Qty	Cost	Project
			Total
Sandblasted sign 4' x 8' mounted on 4" x 4" painted post with globe top "Welcome to Harbor Oaks A Port Orange Community" Includes installation	2	2,130.00	4,260.00
<b>Subtotal</b>			\$4,260.00
<b>Sales Tax (6.5%)</b>			<i>NA</i> \$276.90
<b>Total</b>			\$4,536.90



This Document Prepared by and Return to:  
Margaret T. Roberts  
City Attorney  
**CITY OF PORT ORANGE**  
1000 City Center Circle  
Port Orange, FL 32129

## MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT is entered into by and between the CITY OF PORT ORANGE, FLORIDA, a chartered municipal corporation, 1000 City Center Circle, Port Orange, Florida 32129 (hereinafter sometimes referred to as "City"), and HARBOR OAKS AREA HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation, 5885 Riverside Drive, Port Orange, FL 32127 (herein sometimes referred to as the "Association"), collectively referred to herein as the "Parties" to this Memorandum of Agreement.

WHEREAS, the City and the Association entered into a Neighborhood Investment Grant Agreement dated \_\_\_\_\_, 2008, hereinafter the "Agreement" for the purpose of utilizing Neighborhood Investment Program grant monies provided by the City; and

WHEREAS, as an inducement to be bound thereby, the Parties are desirous of memorializing certain agreements with respect to the City's rights and the Association's obligations.

NOW, THEREFORE, in consideration of the mutual covenants described herein, and other good and valuable consideration, which the Parties hereby determine to be sufficient, the Parties agree as follows:

1. The foregoing premises are true and are incorporated herein.
2. The Association states and hereby warrants to the City that it is a duly organized and existing Florida non-profit corporation, with full power and authority to enter into this Memorandum of Agreement and to participate in the Neighborhood Investment Program for improvements to be made on the real property more particularly described on the attached **Exhibit "A"** (hereinafter sometimes referred to as the "Property").
3. The City shall have the right to recover the costs of removing the improvements made to the Property in the event the Association fails to maintain the improvements in compliance with the standards set forth in the Agreement or the

Agreement is terminated. The Association agrees that the City shall be entitled to file a lien against the property owned by or within the control of the Association for recovery of the costs of removing the improvements made to the Property.

- 4. The parties agree that this Memorandum of Agreement shall be recorded in the public records of Volusia County, Florida as constructive notice of the City's right to recover costs incurred in the removal of the improvements made to the Property under the Neighborhood Investment Program.

IN WITNESS WHEREOF, the parties hereto set their hands and seals on the dates indicated below.

**CITY OF PORT ORANGE, FLORIDA**

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Allen Green, Mayor

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

Attest: \_\_\_\_\_  
Kenneth W. Parker, City Manager

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

**STATE OF FLORIDA  
COUNTY OF VOLUSIA**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by Allen Green and Kenneth W. Parker, as Mayor and City Manager, respectively, of the City of Port Orange, Florida, a Florida municipal corporation, who are personally known to me.

\_\_\_\_\_  
Notary Public, State of Florida at Large  
*Printed Name, Commission, and Expiration of Commission*

**HARBOR OAKS AREA  
HOMEOWNERS ASSOCIATION, INC.,**  
a Florida non-profit corporation

WITNESSES:

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Jack Wiles, President

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Michelle Jordan, Secretary

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2008 by Jack Wiles, as President of the Harbor Oaks Area Homeowners Association, Inc., a Florida non-profit corporation, who  is personally known to me, or  has produced the following as identification \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Florida at Large  
*Print or type or affix stamp with notary name, Commission and expiration date*

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2008, by Michelle Jordan, as Secretary of the Harbor Oaks Area Homeowners Association, Inc., a Florida non-profit corporation, who  is personally known to me, or  has produced the following as identification \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Florida at Large  
*Print or type or affix stamp with notary name, Commission and expiration date*

## **EXHIBIT "A"**

### General Location

Two community welcome signs generally located as follows:

A community welcome sign on City owned property on the southbound side of Ridgewood Avenue, at the Farmbrook intersection next to the retention pond;

And

A community welcome sign on City owned property on the southbound side of Nova Road, at the City owned stormwater retention pond, Port Orange, Florida 32127;

## **EXHIBIT "A"**

Page 4 of 4

This Document Prepared by and Return to:  
Margaret T. Roberts, City Attorney  
City of Port Orange  
1000 City Center Circle  
Port Orange FL 32129

## LICENSE AGREEMENT

*This Space Reserved for Recording Data*

THIS **LICENSE AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2008 by and between the CITY OF PORT ORANGE, FLORIDA, a chartered municipal corporation ("City") as "Licensor," and HARBOR OAKS AREA HOMEOWNERS ASSOCIATION, INC., a Florida non-profit organization ("Association") as "Licensee."

### PREMISES

WHEREAS, the City Council of the City of Port Orange has adopted Resolution No. 95-64, which establishes City policy regarding improvements within City rights-of-way by private citizens, property owners, homeowners associations, and developers for landscaping; and

WHEREAS, the City and the Licensee have entered into a Neighborhood Investment Grant Agreement for two community welcome signs and installation of drought tolerant landscaping at the borders of the Harbor Oaks Community of Port Orange to be located on City owned property as depicted on **Exhibit "A,"** attached hereto and incorporated herein by reference; and

WHEREAS, the Association hereby warrants to the City that the Association has full power and authority to enter into this License Agreement, and that the Association's agreement to be bound by the terms and conditions hereof is in compliance with and shall remain in compliance with the declaration of covenants and restrictions, as may be amended from time to time, the articles of incorporation, and the by-laws governing the Association; and

WHEREAS, the improvement plan encompasses City owned property located on the southbound side of Ridgewood Avenue, at the Farmbrook intersection next to the new retention pond, and City owned property located on the southbound side of Nova Road, at the City owned stormwater retention pond, Port Orange, Florida.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree as follows:

1. The City hereby grants to the Licensee a license to enter upon and to utilize a portion of the City owned property located on the southbound side of Ridgewood Avenue, at the Farmbrook intersection next to the new retention pond, and on City owned property located on the southbound side of Nova Road, at the City owned stormwater retention pond, located and situated in Port Orange, Volusia County, Florida, for the purpose of installation, maintenance, repair, replacement and removal of two community welcome signs and drought tolerant landscaping (hereinafter collectively referred to as the "Improvements") approved by the City as

depicted in **Exhibit "A."** The exact location of the two community welcome signs shall be determined by the City's landscape architect, Margaret Momberger.

2. All Improvements, uses and activities shall comply with the policies established in Resolution No. 95-64, with all local ordinances and the Land Development Code regarding building and sign standards, and with the terms and conditions set forth in this License Agreement and exhibits hereto; and irrigation must be in place prior to placement of plantings which are not drought tolerant.

3. The Licensee jointly and severally assumes all responsibility for the maintenance and, if necessary, replacement of all Improvements depicted in **Exhibit "A."**

4. The Licensee agrees, upon thirty (30) days written notice from the City, to maintain, repair or replace all Improvements that require maintenance, repair or replacement. If no remedy is made within the specified time, the City reserves the right to remove all Improvements without further notice to the Licensee and at the sole cost and expense of the Licensee.

5. The City reserves the right to request removal of the Improvements depicted in **Exhibit "A"** in the event that the City needs to utilize the property for City purposes, such as road, bike path, public utility installation or maintenance, drainage improvement or other public uses. The City shall endeavor to give at least thirty (30) days prior notice to the Licensee. If the Improvements are not removed within the time specified by the City, or in cases where emergency work by the City becomes necessary, the City may remove or cause to be removed the Improvements without any liability to the City or obligation to replace same upon completion of the City project.

6. The Licensee agrees that no Improvements shall be made except as depicted in **Exhibit "A"** or subsequently approved amendments thereto. However, Improvements may be maintained, repaired, replaced and removed.

7. The license granted by this License Agreement shall be effective during the period from the date of execution by both parties until terminated in accordance with the provisions specified herein.

8. Either party may terminate this License Agreement upon giving thirty (30) days prior written notice to the other party, after which time this License Agreement shall be of no force and effect. Upon termination by either party, the City shall have the option of requiring all Improvements to be removed or abandoned in place by the Licensee or maintained in their present state by the City and without further right or obligation by the Licensee. If the Licensee is voluntarily or involuntarily dissolved or ceases to function in accordance with the articles of incorporation and by-laws of the Association, or Licensee terminates this License Agreement or otherwise fails to remain in good standing and in compliance with this License Agreement, the City may maintain and repair the Improvements and the City shall not be obligated to either maintain or repair the Improvements and the City shall not be liable for either undertaking or failing to maintain or repair the Improvements. The City reserves the right to file a special assessment lien for all costs and expenses resulting from the City's maintenance, repair or removal of the Improvements, including administrative expenses, attorney's fees and costs, upon consideration and approval of the City Council.

9. This license is given to the Licensee as an accommodation to the Licensee without any consideration. The Licensee acknowledges the legal title of the City to the right-of-way property described herein and agrees never to deny such title or to claim title in the Licensee's name.

10. This license is personal to the Licensee and shall not inure to the successors or assigns of the Licensee. The rights, privileges and permission granted herein shall not be assignable by the Licensee in whole or in part.

11. The Licensee shall exercise the rights, privileges and permission granted herein at the Licensee's own risk. The Licensee shall not claim any damages from the City for any injuries or damages in connection with or on account of the exercise of such rights, privileges or permission, the condition of the City's property, or the use of the property. The Licensee shall indemnify, hold harmless and defend the City, its officers, employees and agents, from and against all claims, damages, losses and expenses, including reasonable attorneys' fees and costs, arising out of, resulting from, or in any way connected with the condition of the City's property, the use of the property, the exercise of the license granted by this License Agreement, the failure on the part of the Licensee to comply with any of the provisions specified herein, or the City's removal of any improvements depicted in **Exhibit "A"** or otherwise permitted by this License Agreement. The City shall not be liable to the Licensee if for any reason the Licensee's use of the property is hindered or disturbed.

12. All notices required to be given by any party shall be in writing, addressed to all other parties, and delivered by certified mail, telegram or in person to: City Manager, City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129, for the City; and to Jack Wiles, President, 5885 Riverside Drive, Port Orange, Florida 32127, for the Licensee, or as otherwise designated in writing to all respective parties.

13. This License Agreement shall be recorded in the Public Records of Volusia County, Florida. Upon execution of this License Agreement, the Licensee agrees to pay the City an amount equal to the applicable cost of recording this License Agreement in the Public Records of Volusia County, Florida.

14. This License Agreement constitutes the entire agreement between the parties. There are no further or other agreements or understandings, written or oral, in effect between the parties, relating to the subject matter hereof. This License Agreement may be amended or modified only by an instrument of equal formality signed by the respective parties.

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**IN WITNESS WHEREOF**, the parties hereto have executed this License Agreement on the respective dates below.

WITNESSES:

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

LICENSOR

**CITY OF PORT ORANGE, FLORIDA**  
a chartered municipal corporation

By: \_\_\_\_\_  
Allen Green, Mayor

Attest: \_\_\_\_\_  
Kenneth W. Parker, City Manager

Date: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2008, by Allen Green and Kenneth W. Parker, the Mayor and City Manager, respectively, duly authorized to execute the foregoing LICENSE AGREEMENT on behalf of the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation, and who [ ] are personally known to me, or [ ] have produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida at Large  
*Print or type or affix stamp with notary name, Commission and expiration date*



**HARBOR OAKS AREA HOMEOWNERS  
ASSOCIATION, INC.,**  
a Florida non-profit corporation

WITNESSES:

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Jack Wiles, President

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Michelle Jordan, Secretary

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2008, by Jack Wiles, President of the Harbor Oaks Area Homeowners Association, Inc., a Florida non-profit corporation, who  is personally known to me, or  has produced the following as identification \_\_\_\_\_.

\_\_\_\_\_  
**Notary Public, State of Florida at Large**  
*Print or type or affix stamp with notary name, Commission and expiration date*

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2008, by Michelle Jordan, Secretary, of the Harbor Oaks Area Homeowners Association, Inc., a Florida non-profit corporation, who  is personally known to me, or  has produced the following as identification \_\_\_\_\_.

\_\_\_\_\_  
**Notary Public, State of Florida at Large**  
*Print or type or affix stamp with notary name, Commission and expiration date*

## **EXHIBIT A**

### **General Location**

Two community welcome signs generally located as follows:

A community welcome sign on City owned property located on the southbound side of Ridgewood Avenue, at the Farmbrook intersection next to the new retention pond;

And

A community welcome sign on City owned property located on the southbound side of Nova Road, at the City owned stormwater retention pond, Port Orange, Florida.

## **EXHIBIT A**