



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

JULY 21, 2026

AGENDA

ALL CITIZENS DESIRING TO ADDRESS THE PORT ORANGE CITY COUNCIL DURING PUBLIC PARTICIPATION SHOULD COMPLETE THE SPEAKER CARD WHICH IS LOCATED ON THE STANDS OUTSIDE COUNCIL CHAMBERS. AFTER COMPLETING THE SPEAKER CARD, PRESENT IT TO THE CLERK.

A. OPENING

1. Silent Invocation
2. Pledge of Allegiance led by Members of the Chamber's Youth Civic Leadership Experience
3. Roll Call
4. Public Comments on Consent Agenda Items Only

B. CONSENT AGENDA

5. Approval of Minutes
 - a. Regular City Council Meeting - June 16, 2026
6. Bid Awards and Contract Items
 - a. Approval of Task Authorization No. 5 with Danus Utilities, Inc. for the Hamlet Subdivision Sanitary Sewer Manhole Rehabilitation
 - b. Approval of Task Authorization No. 6 with Danus Utilities, Inc. for the Dunlawton Interceptor Sanitary Sewer Manhole Rehabilitation
 - c. Approval of a Contract with Diamond Turf LLC for Installation of an Artificial Tee Line
 - d. Approval of the Third Amendment to the Interlocal Agreement for the area including the Police Department Shooting Range Site
 - e. Approval of a Contract with A Pump & Sprinkler Service, Inc. for irrigation well pump replacement at Cypress Head Golf Course
 - f. Approval to Waive Formal Bidding Requirements and Approve the Professional Services Agreement with Pittman Law Group
7. Resolution No. 26-37- Revising Fees at Cypress Head Golf Course

8. Approval of a License Agreement with CBHA Property Holdings, LLC, to install a monument sign within the Charles Street right-of-way at 220 Charles Street

C. RECOGNITION AND PROCLAMATIONS

9. Parks and Recreation Month Proclamation

D. PUBLIC PARTICIPATION (Non-Agenda – 20 minutes)

E. COMMENTS AND ADDITIONAL ITEMS

10. Council Members
11. City Attorney
12. City Manager
 - a. Riverwalk Update
 - b. Stormwater Projects Update
 - c. Parks and Recreation Bond Projects Update

F. BOARD APPOINTMENTS, INTERVIEWS, AND REPORTS

13. Parks and Recreation Board Report

G. PUBLIC HEARING

14. Second Reading - Ordinance No. 2026-6 - Proposing Amendments to the City's Charter relating to Residency Requirements and Setting a Charter Referendum
15. Second Reading - Ordinance No. 2026-8 - Amendments to Chapter 17, Section 29 of the Land Development Code (LDC) for the Planned Community-Agriculture (PC-A) zoning district (Case No. DCAM-25-0005)

H. REGULAR AGENDA

16. First Reading - Ordinance No. 2026-11 - Fire Pension Update
17. FY 2026 - 2027 Budget Discussion
18. Set Maximum Operating Millage Rate for Fiscal Year 2026-27

I. COUNCIL COMMITTEE REPORTS

19. City Council Committee Reports
 - a. First Step Shelter - Councilman Shawn Goepfert
 - b. Port Orange/South Daytona Chamber of Commerce - Councilman Shawn Goepfert
 - c. ArtHaus - Vice Mayor Tracy Grubbs

d. Police Pension - Councilman Lance Green

J. ADJOURNMENT

NOTICES — PURSUANT TO SECTION 286.0105 OF THE FLORIDA STATUTES, IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE CITY COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT THIS PUBLIC MEETING OR HEARING, SUCH PERSON WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT, FOR SUCH PURPOSE, SUCH PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. THE CITY DOES NOT PREPARE OR PROVIDE SUCH A RECORD.



FOR SPECIAL ACCOMMODATIONS, PLEASE NOTIFY THE CITY CLERK'S OFFICE (PHONE: 386-506-5563) AS FAR IN ADVANCE AS POSSIBLE, BUT PREFERABLY WITHIN 2 WORKING DAYS OF YOUR RECEIPT OF THIS NOTICE OR 5 DAYS PRIOR TO THE MEETING OR HEARING DATE.



HELP FOR THE HEARING IMPAIRED IS AVAILABLE THROUGH THE ASSISTIVE LISTENING SYSTEM RECEIVERS CAN BE OBTAINED FROM THE CITY CLERKS' OFFICE.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA), IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS AN ACCOMMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT THE CITY CLERK FOR THE CITY OF PORT ORANGE, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129, TELEPHONE NUMBER 386-506-5563, CITYCLERK@PORT-ORANGE.ORG, AS FAR IN ADVANCE AS POSSIBLE, BUT PREFERABLY WITHIN 2 WORKING DAYS OF YOUR RECEIPT OF THIS NOTICE OR 5 DAYS PRIOR TO THE MEETING OR HEARING DATE. IF YOU ARE HEARING OR VOICE IMPAIRED, CONTACT THE RELAY OPERATOR AT 7-1-1 or 1-800-955-8771.

UPON REQUEST BY A QUALIFIED INDIVIDUAL WITH A DISABILITY, THIS DOCUMENT WILL BE MADE AVAILABLE IN AN ALTERNATE FORMAT. IF YOU NEED TO REQUEST THIS DOCUMENT IN AN ALTERNATE FORMAT, PLEASE CONTACT THE CITY CLERK WHOSE CONTACT INFORMATION IS PROVIDED ABOVE.

ANY INVOCATION THAT IS OFFERED BEFORE THE OFFICIAL START OF THE CITY COUNCIL MEETING SHALL BE THE VOLUNTARY OFFERING OF A PRIVATE PERSON, TO AND FOR THE BENEFIT OF THE CITY COUNCIL. THE VIEWS OR BELIEFS EXPRESSED BY THE INVOCATION SPEAKER HAVE NOT BEEN PREVIOUSLY REVIEWED OR APPROVED BY THE CITY COUNCIL OR THE CITY STAFF, AND THE CITY IS NOT ALLOWED BY LAW TO ENDORSE THE RELIGIOUS BELIEFS OR VIEWS OF THIS, OR ANY OTHER SPEAKER. PERSONS IN ATTENDANCE AT THE CITY COUNCIL MEETING ARE INVITED TO STAND DURING THE OPENING INVOCATION AND PLEDGE OF ALLEGIANCE. HOWEVER, SUCH INVITATION SHALL NOT BE CONSTRUED AS A DEMAND, ORDER, OR ANY OTHER TYPE OF COMMAND. NO PERSON IN ATTENDANCE AT THE MEETING SHALL BE REQUIRED TO PARTICIPATE IN ANY OPENING INVOCATION THAT IS OFFERED. A PERSON MAY EXIT THE CITY COUNCIL CHAMBERS AND RETURN UPON COMPLETION OF THE OPENING INVOCATION IF A PERSON DOES NOT WISH TO PARTICIPATE IN OR WITNESS THE OPENING INVOCATION.

REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
JUNE 16, 2026

THE REGULAR CITY COUNCIL MEETING of the City of Port Orange was called to order by Mayor Scott Stiltner at 6:30 p.m.

OPENING

Silent Invocation

Pledge of Allegiance led by Volusia Young Marines

Roll Call	Present:	Councilman Jonathan Foley Councilman Shawn Goepfert Councilman Lance Green Vice Mayor Tracy Grubbs Mayor Scott Stiltner
	Also Present:	City Manager Wayne Clark City Attorney Matthew Jones Deputy City Clerk Amanda Bonin

4. Public Comments on Consent Agenda Items Only

Robert Reinhausen, resident, expressed his concerns on the YMCA application for a Volusia Echo Grant.

Carolyn Deni, resident, asked if the utility increase will be in stages or all at once.

Alicia Trovillo, citizen, expressed her concerns on the utility rate increase.

Maryann, resident, expressed her concerns on the utility rate increase.

John Carl Niebielski, resident, expressed his concerns on the utility rate increase and requested Council to table this item.

CONSENT AGENDA

5. Approval of Minutes

a. Regular City Council Meeting - June 2, 2026

6. Bid Awards and Contract Items

a. Approval of Task Authorization No. 7 with Zev Cohen & Associates, Inc. for Design of Riverwalk Park Playground Renovations

b. Approval of Amendment No. 1 to the EJCDC DIS-CMAR525 Agreement with Wharton-Smith for the Force and Water Main River Crossing Project amending Exhibit B – Guaranteed Maximum Price Amendment, establishing the Guaranteed Maximum Price (GMP) for the construction phase of the project

c. Approval of Task Authorization No. 19 with Pegasus Engineering, LLC for Post-Award Grant Management Services for the FEMA Hurricane Ian Hazard Mitigation Grant Program (HMGP) Grant to Elevate 13 flood-prone homes - Port Orange Project CD242

d. Approval of Task Authorization No. 20 with Pegasus Engineering, LLC for Post-Award Grant Management Services for the FEMA Hurricane Nicole Hazard Mitigation Grant Program (HMGP) Grant to Demolish and Reconstruct one flood-prone home - Port Orange Project CD241

e. Approval of a Six-Month Extension for the Public Utilities Landscape Maintenance Contract with G&G Outdoors, LLC

f. Approval of Task Authorization No. 29 with Kimley-Horn & Associates, Inc. for Construction Phase Services for the Force and Water Main River Crossings

7. Resolution No. 26-30 - Approval of Contract #H1301 for the Hurricane Nicole Hazard Mitigation Grant Program (HMGP) to Demolish and Reconstruct one home - Port Orange Project CD241

8. Resolution No. 26-31 - Approval of Contract #H1331 for the Hurricane Ian Hazard Mitigation Grant Program (HMGP) to Elevate 13 homes - Port Orange Project CD242

9. Resolution No. 26-32 - Implementing and Adopting Water, Wastewater, Reclaimed and Other Miscellaneous Utility Fee Adjustments for the final year of a four-year implementation plan based on the 2023 Rate Study

10. Resolution No. 26-33 — Supplementing Resolution No. 26-4 Related to Schedule of Rates, Fees and Charges for City's Provision of Sewer Services for the Town of Ponce Inlet

11. Resolution No. 26-34 - Approval for the YMCA to apply for a Volusia ECHO Grant Application

12. Resolution No. 26-35 - Accepting the grant award from the U.S. Department of Justice FY25 Patrick Leahy Bulletproof Vest Partnership Project in the amount of \$6,327.63

13. Resolution No. 26-36 - Authorize the Renaming of the Lakeside Community Center to the Allen Green Center

14. Approval of a 30-day Extension to the Post-Closing Occupancy Agreement relating to 846 Bears Trail

Motion to remove item #9 from the Consent Agenda for further discussion and approve Consent Agenda items #5-8 and #10-14 was made by Councilman Jonathan Foley and Seconded by Vice Mayor Tracy Grubbs. Motion carried unanimously by roll call vote.

Councilman Jonathan Foley asked City Manager Wayne Clark to provide further information on item #9, Resolution No. 26-32 for the utility fee adjustments for the final year of a four-year implementation plan.

Mr. Clark provided details on the item and answered Council Members' questions. He also advised this rate increase will not provide for a profit; it only covers the cost of the service.

Motion to approve Resolution No. 26-32
was made by Councilman Jonathan
Foley and Seconded by Councilman
Shawn Goepfert.

Council Members commented on the rate increase, the service the City provides, the rising costs to the City to operate, overall inflation, and highlighted City staff's efforts in continuously looking for ways to cut costs.

Mayor Scott Stiltner advised that prior to the rate increase study in 2022, the City did not raise the utility rates for at least ten years. He further commented on the utility rate increase and required maintenance and expressed appreciation for those who came out to speak about the item.

Mr. Clark further advised that the City has been working on a sewer pipe lining project which will help prevent rainwater from entering the sanitary sewer system through manhole covers. He explained that rainwater should flow through the stormwater system, not the sewer system. By reducing this infiltration, the City avoids treating unnecessary rainwater at the wastewater plant, saving on treatment chemicals, equipment wear and tear, and operating costs. The pipelining program has reduced treatment demands by approximately 2 million gallons of rainwater per day during rainy weather and helps prevent lift stations from becoming overloaded, improving system reliability during heavy storms.

Councilman Jonathan Foley clarified that the rate increase is to cover the costs associated with water and wastewater only.

Motion carried unanimously by roll call
vote.

PUBLIC PARTICIPATION (Non-Agenda – 20 minutes)

Lee, resident, expressed his concerns about a local cat colony, noting damage to his personal property. He also asked who is responsible for the damage and if there was an update as to whether this cat colony is permitted to be there.

COMMENTS AND ADDITIONAL ITEMS

15. Council Members

Mayor Scott Stiltner reported that the President of the Royal Palm HOA contacted him to commend employees from the Water Distribution Division for their outstanding service,

noting that they left a very favorable impression on the association. He too expressed his appreciation to the employees.

Mayor Scott Stiltner also noted that the Port Orange Community Trust's Brew Fest was a successful event. He congratulated Vice Mayor Tracy Grubbs and Councilman Lance Green on being re-elected to the City Council unopposed. He also congratulated Stan Schmidt on being elected unopposed to the District 1 City Council seat and recognized and expressed his appreciation to Mr. Schmidt for his diligence in attending meetings and his dedicated service to the City.

Councilman Shawn Goepfert congratulated Councilman Lance Green, Vice Mayor Tracy Grubbs, and Councilman-Elect Stan Schmidt for being elected unopposed. He also commented on the feral cat issue and asked the City Manager if there are any updates on the cat colony.

Police Chief Manny Marino provided an update on the cat colony issue and advised he will follow up with an update.

Councilman Shawn Goepfert advised that when placing yard debris at the curb for pick up, the debris will be picked up if it's in front of the resident's home, but Waste Pro will not pick it up if it's left at the end of the street.

Vice Mayor Tracy Grubbs shared that a resident contacted him regarding the use of doorbell cameras after intruders were reported going through a neighborhood at night. He emphasized that if a crime is occurring, residents should call law enforcement first rather than post about it on social media. Those who wish to share information online should do so only after contacting 9-1-1.

Councilman Jonathan Foley congratulated Councilman Lance Green, Vice Mayor Tracy Grubbs, and Councilman-Elect Stan Schmidt on their election to City Council.

Councilman Jonathan Foley also shared that Volusia County Vice Chairman Matt Reinhart contacted him regarding the Volusia County Domestic Violence Database Transparency Initiative. Councilman Jonathan Foley stated that Volusia County ranks fourth in the state of Florida for reported domestic violence incidents and explained that Mr. Reinhart is seeking support from municipalities for a proposal to create a dedicated public database containing information on domestic violence offenses. The goal of the initiative is to improve public access to information, particularly regarding repeat offenders. Councilman Jonathan Foley encouraged his fellow council members to support the initiative.

16. City Attorney

There was nothing further.

17. City Manager

a. Riverwalk Update

Mr. Clark provided an update on Riverwalk to include the potential future purchase of the Riverwalk property.

b. Stormwater Projects Update

Mr. Clark provided an update on the Stormwater projects to include Transform 386 projects.

c. Parks and Recreation Bond Projects Update

Mr. Clark provided an update on the Parks and Recreation Bond projects to include City Center Sports Complex, REC West, and Coraci Park.

BOARD APPOINTMENTS, INTERVIEWS, AND REPORTS

18. Citizen Advisory Committee for TPO

Bobby Ball, CAC for the TPO, advised he was unable to attend the meeting. Therefore, he has nothing to report.

PUBLIC HEARING

19. First Reading - Ordinance No. 2026-8 - Amendments to Chapter 17, Section 29 of the Land Development Code (LDC) for the Planned Community-Agriculture (PC-A) zoning district (Case No. DCAM-25-0005)

Matt Jones, City Attorney read Ordinance No. 2026-8.

ORDINANCE NO. 2026-8

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA AMENDING THE LAND DEVELOPMENT CODE CHAPTER 17 ZONING DISTRICT REGULATIONS, RELATING TO UPDATING THE PC-A ZONING DISTRICT REGULATIONS IN RESPONSE TO CHANGING MARKET DEMANDS, BY REVISING THE LOCATIONS OF WHERE CERTAIN USES ARE ALLOWED WITHIN THE PC-A DISTRICT WHILE KEEPING CONSISTENT WITH THE CURRENT PLANNED COMMUNITY-WESTSIDE FUTURE LAND-USE DESIGNATION; RELATING TO MINOR REVISIONS FOR CLARITY IN DEVELOPMENT STANDARDS, REMOVING REDUNDANCIES TO IMPROVE CONSISTENCY IN THE APPLICATION OF THE CODE, PROVIDING EFFICIENCIES IN THE DEVELOPMENT REVIEW PROCESS, ALL IN SUPPORT OF FUTURE DEVELOPMENT WITHIN THE PC A DISTRICT; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY;

AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Ordinance No. 2026-8
was made by Vice Mayor Tracy Grubbs
and Seconded by Councilman Shawn
Goepfert.

Tim Burman, Community Development Director, introduced the item, provided details, and answered Council Members' questions.

Councilman Shawn Goepfert expressed his concerns with apartment complex construction in Port Orange and commented on another project that Council heard at a previous meeting, noting he wants to be consistent across the board when reviewing and voting on items similar in nature.

Mark Watts, attorney with Cobb and Cole for the applicant, provided further details and answered Council Members' questions.

Adam Dovi, resident, expressed his concerns regarding lot size and over development.

Council Members expressed their concerns with the lack of conservation area, smaller lot sizes, the impact to the City overall including the services that these new homes will require and expressed their opposition to the density of this project. Council Members stated they would like to see this project with a smaller density.

Mr. Clark clarified what the request is, noting it's not to increase the density. He stated the density they currently have is higher than what the applicant is showing in their request.

Jessica Gow and Mark Watts, attorneys with Cobb Cole for the applicant, provided further details on the item and shared the vision that the developers and property owners have for this area.

Council Members expressed their opposition to the 40-foot-wide lots. They further suggested the applicant reduce the density and bring the item back.

Councilman Jonathan Foley asked the applicant if it would be better to table this item to bring it back at a later date or to amend the motion.

Vice Mayor Tracy Grubbs withdrew his
motion and Councilman Shawn Geopfert
withdrew his second.

Motion to approve Ordinance No. 2026-8
requiring the lots to remain at a minimum
of 50' wide and only allow 8 units per acre
was made by Councilman Jonathan

Foley and seconded by Vice Mayor Tracy Grubbs. Motion failed 1-4 by roll call vote with Councilman Jonathan Foley voting yes.

Motion to approve Ordinance No. 2026-8 requiring the lots to remain at 50- feet wide and to not allow 16-units per acre along McGinnis Avenue was made by Councilman Shawn Goepfert and seconded by Councilman Jonathan Foley. Motion carried 3-2 with Councilman Lance Green and Mayor Scott Stiltner voting no.

REGULAR AGENDA

20. First Reading - Ordinance No. 2026-6 - Proposing Amendments to the City's Charter relating to Residency Requirements and Setting a Charter Referendum

Mr. Jones, read Ordinance No. 2026-6.

ORDINANCE NO. 2026-6

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, PROPOSING AMENDMENTS TO THE CITY OF PORT ORANGE CHARTER; SETTING A CHARTER AMENDMENT REFERENDUM; AMENDING THE CHARTER OF THE CITY OF PORT ORANGE TO CHANGE THE QUALIFICATION REQUIREMENTS FOR CITY COUNCIL MEMBERS INCLUDING THE MAYOR; AMENDING THE RESIDENCY REQUIREMENTS; PROVIDING FOR AUTHORITY TO RESOLVE DISPUTES RELATED TO QUALIFICATION AND ELECTION; PROVIDING FOR AN ELECTION TO BE HELD NOVEMBER 3, 2026, WHEN QUALIFIED ELECTORS OF THE CITY MAY VOTE FOR OR AGAINST THE CHARTER AMENDMENTS; PROVIDING FOR BALLOT QUESTIONS; PROVIDING FOR PUBLIC NOTICE; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Ordinance No. 2026-6 was made by Vice Mayor Tracy Grubbs and Seconded by Councilman Shawn Goepfert.

Mr. Jones introduced the item, provided details, answered Council Members' questions, and noted it is a clean-up item.

Motion carried unanimously by roll call vote.

21. Approval of Historic Tree Removal Request for the Harbor Landings Subdivision

Motion to approve Historic Tree Removal for the Harbor Landings Subdivision was made by Vice Mayor Tracy Grubbs and Seconded by Councilman Shawn Goepfert.

Mr. Burman introduced the item, provided details, and answered council members' questions.

Harry Newkirk of Newkirk Engineering, provided further details on the item and answered Council Members' questions, noting a change in the quantity of the removal from a total of 7 to 5.

Councilman Lance Green stated he would prefer that the property owner be required to replace the trees rather than pay money into the tree bank.

Mr. Burman explained the option of replacing the trees or making a payment to the tree bank, noting that the priority is to replace as many trees as possible before considering the payment option but sometimes site constraints require the payment option.

Mr. Reinhausen resident, expressed his concerns with the tree removal.

Davey Gibbs, property owner and developer, provided further details and answered Council Members' questions.

Vice Mayor Tracy Grubbs withdrew his motion and Councilman Shawn Goepfert withdrew his second.

Motion to approve the removal of five historic trees, with the required mitigation trees to be replanted on-site to the maximum extent feasible. Payment in lieu of replanting shall only be permitted if staff determines that the required number of replacement trees cannot reasonably be accommodated on the site was made by Councilman Lance Green

and seconded by Vice Mayor Tracy
Grubbs Motion carried 4-1 with
Councilman Jonathan Foley voting no.

22. FY 2026-2027 Budget Discussions (Preliminary 5-Year Capital Improvement
Plan and Fleet Replacement)

Mr. Clark provided a presentation on the Capital Improvement Projects (CIP) and
answered the Council Members' questions.

COUNCIL COMMITTEE REPORTS

23. City Council Committee Reports

a. First Step Shelter - Councilman Shawn Goepfert

Councilman Shawn Goepfert provided an update on the First Step Shelter.

b. Port Orange/South Daytona Chamber of Commerce - Councilman Shawn
Goepfert

Councilman Shawn Goepfert provided an update on the Port Orange/South Daytona
Chamber of Commerce.

ADJOURNMENT - 10:02 p.m.

Attest:

Mayor Scott Stiltner

Robin Fenwick, MMC
City Clerk



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 7/21/2026

SUBJECT: (B6a) Approval of Task Authorization No. 5 with Danus Utilities, Inc. for the Hamlet Subdivision Sanitary Sewer Manhole Rehabilitation

DEPARTMENT: Engineering

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve Task Authorization No. 5 with Danus Utilities, Inc. (CA8193) for the Hamlet Subdivision Sanitary Sewer Manhole Rehabilitation for an amount not to exceed \$255,137.00; and to authorize the Mayor and City Clerk to execute all contract documents.

SUMMARY: The City completed an Inflow and Infiltration (I&I) Study in 2015 to identify areas within the sanitary sewer collection system where groundwater and stormwater were entering the system. The study evaluated sewer laterals, gravity mains, and manholes to determine the locations contributing the greatest amount of I&I.

I&I occurs when stormwater and groundwater enter the sanitary sewer system through defects such as cracked pipes, deteriorated manholes, separated joints, or failed service lateral connections. As underground infrastructure ages and shifts over time due to rainfall events, traffic vibrations, and construction activities, these defects can worsen. The City maintains approximately 354 miles of sanitary sewer collection piping and 6,680 manholes, all of which require ongoing inspection and maintenance.

Excessive I&I increases the volume of water conveyed and treated by the wastewater system, resulting in higher treatment and lift station operating costs, increased energy consumption, and a greater potential for sanitary sewer overflows during significant rainfall events. To address these issues, the City has implemented an ongoing repair and rehabilitation (R&R) program focused on reducing I&I within the collection system.

The Hamlet Subdivision has been identified as the next area for sanitary sewer I&I mitigation. The sanitary sewer manholes within the subdivision require rehabilitation. Repairing these structures will help reduce groundwater and stormwater entering the collection system, improving system performance and reducing treatment costs.

On July 18, 2023, City Council approved a Standard Contract for Services with Danus Utilities, Inc. related to ITB #23-07, Sanitary Sewer Manhole Rehabilitation. The City recently executed Renewal No. 2, extending the contract term through July 17, 2027. The agreement includes one remaining renewal option.

The Engineering Department is requesting approval of Task Authorization No. 5 with Danus Utilities, Inc. in an amount not to exceed \$255,137 for sanitary sewer manhole rehabilitation within the Hamlet Subdivision.

PRESENTER: Junos Reed

ATTACHMENTS:

1.	Task Authroization No5 - Danus Utl - Hamlet Sub	Task Authroization No5 - Danus Utl - Hamlet Sub.pdf
2.	RAV060326.1A REV Hamlet Mh's	RAV060326.1A REV Hamlet Mh's.pdf
3.	Port Orange, Hamlet Manholes List	Port Orange, Hamlet Manholes List .pdf
4.	EXECUTED - Renewal Form Danus Utilities Inc. 4-2-2025	EXECUTED - Renewal Form Danus Utilities Inc. 4-2-2025.pdf
5.	Danus Utilities - Sanitary SW Rehab ITB 23-7 CA8193	Danus Utilities - Sanitary SW Rehab ITB 23-7 CA8193.pdf
6.	Human Trafficking Affidavit (1)	Human Trafficking Affidavit (1).pdf
7.	COI - Danus Utilities ITB 23-07	COI - Danus Utilities ITB 23-07.pdf

Julia Wiggins	Created/Initiated - 06/09/2026
Richard Colby	Approved - 06/09/2026
Junos Reed	Approved - 06/30/2026
Sue Wang	Approved - 07/06/2026
Matthew Jones	Approved - 07/16/2026
Wayne Clark	Final Approval - 07/16/2026

TASK AUTHORIZATION NO. 5
Standard Contract for Services dated July 18, 2023
Between the City of Port Orange, Florida and Danus Utilities, Inc.

THIS Task Authorization ("Task Authorization") is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **DANUS UTILITIES, INC.** (the "Contractor"), a Florida corporation with its principal place of business at 2320 Beardall Avenue, Sanford, Florida 32771, and hereinafter collectively referred to as the "Parties," and is to that certain Standard Contract for Services dated July 18, 2023, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.
2. The Junos, Reed, City Engineer, shall perform contract administration for this Task Authorization No. 5 and can be reached at (386) 506-5751.
3. In addition to all other terms and conditions contained in the Contract, Contractor shall provide services relating to **Hamlet Subdivision Sanitary Sewer Manhole Lining**, and as further described in Contractor's quote **RAV060326-1A REV** and scope of services dated **June 8, 2026**, attached hereto as Exhibit "1" and made a part hereof.
4. This Task Authorization shall become effective on the last date the Task Authorization is signed by the Parties. Work shall be completed within 365 days from issuance of a written Notice to Proceed executed by the City.
5. In return for the services identified above, the City agrees to compensate Contractor in an amount not to exceed **\$255,137.00**. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.
6. Contractor shall provide a 100% Combination Payment and Performance Bond in accordance with Florida Statutes Section 255.05, including the Front Page and Certificate for Filing in Public Records, in a form substantially similar to the forms attached hereto as **Task Authorization Exhibit "2,"** and acceptable to the Port Orange City Attorney, and recorded with the Clerk of Volusia County at Contractor's expense. A separate bond shall be provided from the Surety which identifies and covers the scope of work for the project stated in this Task Authorization along with all other provisions of this Task Authorization with the penal sum of such bond being not less than the contract sum described in this Task Authorization. If any surety bond furnished in connection with this Task Authorization becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this **Task Authorization No. 5**.
7. This Task Authorization may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Task Authorization shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Task Authorization.

IN WITNESS WHEREOF, the Parties have made and executed this Task Authorization for the purposes herein expressed on the dates set forth below.

Witnesses:

DANUS UTILITIES, INC.

Printed Name: _____

By: _____
Dan Pardus, President

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

Printed Name: _____

Date: _____

CITY OF PORT ORANGE

By: _____
Scott Stiltner, Mayor

Date: _____

ATTEST:

By: _____
Robin L. Fenwick, MMC, City Clerk

Date: _____

[CA 8193]

EXHIBIT “1”

Contractor’s Quote

Consisting of 2 Pages



PROPOSAL

Remit To:

Danus Utilities, Inc.
P.O. Box 291671
Port Orange, FL 32129

Phone: 386-566-8805
danusutilities.com
andy@danusutilities.com
Fax: 407-878-1254

PROPOSAL NO: RAV060326-1A REV

PROPOSAL DATE: June 8, 2026

CUSTOMER: City of Port Orange

ADDRESS: 1000 City Center
Port Orange, Florida 32771

PHONE:

CONTACT: Dick Colby

EMAIL: rcolby@Port-Orange.org

Reference: City of Port Orange Standard Contract for Services / ITB #23-7 Sanitary Sewer Manhole Lining CA8193

Job Description: Hamlet Manholes

Item	Description	SF / Ea. / LF	Unit Price	Extended Price
A General				
1	Mobilization	4	\$1,000.00	\$4,000.00
2	FDOT Maintenance of Traffic (Index 102-602)	10	\$450.00	\$4,500.00
3	FDOT Maintenance of Traffic (Index 102-603)	2	\$925.00	\$1,850.00
B Construction				
1	Lining of Manholes/Wet Wells using Raven 405 Epoxy Lining System	3886	\$37.00	\$143,782.00
2	Cementious Build Back of Existing Manhole/ Wet Well Structure with Minimal Deterioration Up to 2" thick	3886	\$5.00	\$19,430.00
4	Chemial Grout to Stop Ground Water Infiltration per Tube of AV202 Multigrout	15	\$125.00	\$1,875.00
5	Chemial Grout to Stop Ground Water Infiltration (Heavy)	2	\$425.00	\$850.00
8	Replacement of Manhole Ring and Cover in Grass (using Cast Iron R&C)	1	\$1,350.00	\$1,350.00
10	Replacement of Manhole Ring & Cover in Pavement (using Cast Iron R&C)	36	\$1,750.00	\$63,000.00
14	Raising of Manhole Ring and Cover 7"-12" when repalcing Ring and Cover	1	\$300.00	\$300.00
15	Inflow Dish HDPE	37	\$100.00	\$3,700.00
18	Manholes Lacking Benches and Inverts	9	\$750.00	\$6,750.00
	Payment and Proformance Bond	1	\$3,750.00	\$3,750.00

Notes: Ring and Cover Sanitary USF 170 E

Sub total \$255,137.00

Tax

Total \$255,137.00

Terms Net 30 Days All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. This proposal is subject to acceptance within 30 days and is void thereafter at the option of the undersigned.

Proposal Accepted By: _____ Date: _____

SIGNATURE

EXHIBIT "2"

Payment and Performance Bond

Consisting of 3 Pages

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

PAYMENT AND PERFORMANCE BOND

(Public Works)

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

BOND NO. _____

PRINCIPAL:

Developer or Contractor: Danus Utilities, Inc.
Principal Business Address: 2320 Beardall Avenue
Sanford, Florida 32771
Contact Person: Dan J. Pardus, President
Phone Number: (386) 233-5588

SURETY:

Address: _____

Contact Person: _____
Phone Number: _____

OWNER:

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

Amount: \$255,137.00

City Project Number: ITB 23-07 Sanitary Sewer Manhole Lining

Description of Work: Sanitary Sewer Manhole Lining for areas in the Hamlet Subdivision as provided in Task Authorization No. 5.

Project Location: Various portions for areas in the Hamlet Subdivision, Port Orange, Volusia County, Florida

Legal Description: Various portions for areas in the Hamlet Subdivision, Port Orange, Volusia County, Florida

Front Page

All other pages are subsequent to this page regardless of any numbers that may be printed thereon.

Danus Utilities, Inc.

ITB 23-07 Sanitary Sewer Manhole Lining Task Authorization No. 5 – Hamlet Subdivision

Bond No. _____

COMBINATION PAYMENT AND PERFORMANCE BOND FOR PUBLIC CONSTRUCTION

per Section 255.05, Florida Statutes
Guaranty for Construction of Public Improvements

BY THIS BOND, We, **Danus Utilities, Inc.**, as Principal, and **DANUS UTILITIES, INC.**, a corporation, as Surety, are bound to **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of **TWO HUNDRED FIFTY-FIVE THOUSAND ONE HUNDRED THIRTY-SEVEN AND 00/100 DOLLARS (\$255,137.00)**, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain Task Authorization No. 5 having an effective date of _____, in accordance with Standard Contract for Services, having an effective date of July 18, 2023, entered into by and between the Principal and the City, for Sanitary Sewer Manhole Lining, hereinafter referred to as the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and
3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract documents; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Notice of Nonpayment and Time Limitations

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

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

IN WITNESS WHEREOF, this performance and payment bond is executed and shall be deemed an original, this _____, day of _____, 2026.

Attest:

DANUS UTILITIES, INC.
(Principal)

(As to Corporate Principal) Secretary

By: _____
Dan J. Pardus, President

(Witness to Principal)

(Corporate Seal)

(Surety)

(Witness to Surety)

By: _____
Name: _____
(Attorney-in-Fact)

(Corporate Seal)

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

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



PROPOSAL

Remit To:

Danus Utilities, Inc.
P.O. Box 291671
Port Orange, FL 32129

Phone: 386-566-8805
danusutilities.com
andy@danusutilities.com
Fax: 407-878-1254

PROPOSAL NO: RAV060326-1A REV

PROPOSAL DATE: June 8, 2026

CUSTOMER: City of Port Orange

ADDRESS: 1000 City Center
Port Orange, Florida 32771

PHONE:

CONTACT: Dick Colby

EMAIL: rcolby@Port-Orange.org

Reference: City of Port Orange Standard Contract for Services / ITB #23-7 Sanitary Sewer Manhole Lining CA8193

Job Description: Hamlet Manholes

Item	Description	SF / Ea. / LF	Unit Price	Extended Price
A General				
1	Mobilization	4	\$1,000.00	\$4,000.00
2	FDOT Maintenance of Traffic (Index 102-602)	10	\$450.00	\$4,500.00
3	FDOT Maintenance of Traffic (Index 102-603)	2	\$925.00	\$1,850.00
B Construction				
1	Lining of Manholes/Wet Wells using Raven 405 Epoxy Lining System	3886	\$37.00	\$143,782.00
2	Cementious Build Back of Existing Manhole/ Wet Well Structure with Minimal Deterioration Up to 2" thick	3886	\$5.00	\$19,430.00
4	Chemial Grout to Stop Ground Water Infiltration per Tube of AV202 Multigrout	15	\$125.00	\$1,875.00
5	Chemial Grout to Stop Ground Water Infiltration (Heavy)	2	\$425.00	\$850.00
8	Replacement of Manhole Ring and Cover in Grass (using Cast Iron R&C)	1	\$1,350.00	\$1,350.00
10	Replacement of Manhole Ring & Cover in Pavement (using Cast Iron R&C)	36	\$1,750.00	\$63,000.00
14	Raising of Manhole Ring and Cover 7"-12" when repalcing Ring and Cover	1	\$300.00	\$300.00
15	Inflow Dish HDPE	37	\$100.00	\$3,700.00
18	Manholes Lacking Benches and Inverts	9	\$750.00	\$6,750.00
	Payment and Proformance Bond	1	\$3,750.00	\$3,750.00

Notes: Ring and Cover Sanitary USF 170 E

Sub total \$255,137.00

Tax

Total \$255,137.00

Terms Net 30 Days All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. This proposal is subject to acceptance within 30 days and is void thereafter at the option of the undersigned.

Proposal Accepted By: _____ Date: _____

SIGNATURE

Port Orange Hamlet Subdivision Manholes

ADDRESS	MH_ID	4'Dia x Dp	Sq.ft.	BENCH	RAVEN	MOT	R/C / Asphalt	Rain Dish	Chem Grout	NOTES
567 Hamlet	1	7	107		yes	light	yes	yes	yes	
552 Hamlet	2	5.75	90		yes	light	yes	yes		
544 Hamlet	3	6.75	104		yes					Coating only
528 Hamlet	4	4.25	70	yes	yes	light	yes	yes		
530 Hamlet	5	6.25	97		yes	light	yes	yes	yes	
508 Hamlet	6	5.25	84	yes	yes	light	yes	yes	yes	
500 Hamlet	7	5.75	90	yes	yes	light	yes	yes	yes	
817 Whiperwill	8	8	120		yes	light				Coating only
841 Whiperwill	9	7.25	110		yes	light				Coating only
857 Whiperwill	10	5	80		yes	light				Coating only
877 Whiperwill	11	4.75	79		yes	light				Coating only
889 Whiperall	12	4	67		yes	light				Coating only
893 Whiperwill	13	3.5	60		yes	light				Coating only
901 Whiperwill	14	4	67		yes	light	yes	yes		
912 Whiperwill	15	3.75	64		yes	light			yes	
933 Whiperwill	16	4	67		yes	light	yes	yes		
957 Whiperwill	17	4.75	79		yes	light	yes	yes		
973 Whiperwill	18	4.75	79		yes	light	yes	yes		
989 Whiperwill	19	6.5	100		yes	light	yes	yes		
632 Hamlet	20	7	107		yes	light	yes	yes	yes	
613 Hamlet	21	7	107		yes	light	yes	yes	yes	
609 Hamlet	22	7	107		yes	light	yes	yes	yes	
604 Hamlet	23	6.75	104		yes	light	yes	yes	yes	Heavy Leaks
584 Hamlet	24	6.25	97		yes	Flaggers	yes	yes		Intersection
612 Devon	25	5.75	90		yes	light	yes	yes		
632 Devon	26	4	67		yes	light	yes	yes		
809 Upland	27	5	80		yes	light	yes	yes	yes	
816 Upland	28	5	80		yes	light	yes	yes		
821 Upland	29	5	80		yes	light	yes	yes		
837 Upland	30	4.25	71		yes	light	yes	yes		
744 Hillville	31	4	67		yes	light	yes	yes		
732 Hillville	32	4	67		yes	light	yes	yes	yes	
720 Hillville	33	5.75	90		yes	light	yes	yes	yes	
513 Legume	34	5	80		yes	light	yes	yes	yes	
529 Legume	35	4	67		yes	light	yes	yes		
540 Legume	36	3.75	64		yes	light	yes	yes	yes	Heavy Leaks
729 Merimac	37	4	67		yes	light	yes	yes		
724 Merimac	38	4.5	74	yes	yes	light	yes	yes	yes	

[illegible]



CITY OF PORT ORANGE

Agreement

RENEWAL FORM

****THIS FORM IS VALID IF EXECUTED PRIOR TO THE ORIGINAL AGREEMENT/CONTRACT EXPIRATION DATE****

Verify your records by providing the following information:

Name of Company/Organization: Danus Utilities, Inc. ("Contractor")

Name of Contact Person: Dan J. Pardus, President

Mailing Address: 2320 Beardall Avenue
Sanford, FL 32771

E-Mail Contact Address: dan@danusutilities.com

Phone: (386) 882-6200

Fax:

☒ Standard Contract for Service CA No. 8193

☐ Piggyback Agreement CA No. _____

☐ Purchase Order No. _____

Renewal Term: From July 18, 2025 To: July 17, 2026

Contractor to Provide to City:

☐ Updated Bond (N/A)

☒ Insurance Certificate/City as additional insured and Waiver of Subrogation for WC

To be completed by the Contractor:

YES ☒ Contractor desires to renew this Agreement for another term at the same price, requirements, specifications, and conditions as provided for above.

NO _____ Contractor does not desire to renew this Agreement for another term.

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

Contractor's Authorized Representative: _____

Signature

Date: 3/12/25

Please return to the City of Port Orange as follows:

Department: Engineering Department

Telephone: (386) 506-5751

Contract: Julia Wiggins, Business Manager

Fax: (386) 756-5370

E-Mail: jwiggins@port-orange.org

For City Use Only:

Department Completes the Following:

☐ Renewal Accepted by the Department

☐ Bond received by the Department OR ☐ Bond not applicable

☐ Insurance Certificate received by the Department OR ☐ Insurance waived by City Manager

City Manager: _____

Date: 4/2/25

Original Signed Form Must Be Returned to the City Clerk Form 13024



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this 18 day of July, 2023, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **DANUS UTILITIES, INC.** ("Contractor"), **DANUS UTILITIES, INC.**, a Florida corporation whose principal address is 2320 Beardall Avenue, Sanford, Florida 32771. The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

(a) The Contractor hereby agrees to provide Sanitary Sewer Manhole Linings, and as more specifically described in Intent to Bid 23-07 ("ITB 23-07"). This Contract together with ITB 23-07, Addendum No. 1, Addendum No. 2, and Contractor's proposal, all of which may be referred to as the "Contract" and all of which are made a part hereof by reference shall constitute the formal written Contract between the City and Contractor. For convenience, Section 3 Scope of Work, Addendum No. 1 and Addendum No. 2 of ITB 23-07, and the Bid Tabulation as submitted by Contractor in Contractor's Proposal are attached hereto as Exhibit "1." A complete copy of ITB 23-07 is available in the Office of the City Clerk. Contractor represents that they are familiar with the documents that make up the Contract, as referenced hereinabove.

(b) The time, manner and place for performance of such services shall be:

Term: This Contract shall become effective on the last date the Contract is signed by the Parties ("Effective Date"). The Contract shall commence upon execution of the Contract by the Parties, and shall continue for a period of two (2) years (the "Term").

Renewals: This Contract may be renewed for three (3) one-year periods, upon written agreement of the Parties, City Manager approval, and budget appropriation.

Manner and Place: The work shall be in accordance with and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances.

Time and Essence: Contractor acknowledges that time is of the essence for this Contract.

Authorization for Services: This Contract standing alone does not authorize the purchase of any goods or services or require the City to place any orders for goods or service. Authorization for the performance of services by the Contractor under this Contract shall be in the form of written Task Authorization(s) ("Task Authorization") issued and executed by the City and signed by the Contractor. A sample Task Authorization is attached hereto as Exhibit "2." Task Authorization(s) may require a Payment and Performance Bond. Task Authorization(s) requiring a Payment and Performance Bond, shall include an Exhibit attaching the required Payment and Performance Bond. The City reserves the right to contract with other parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

2. City Obligations. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "1" attached hereto, subject to a limit not to exceed budget appropriation for the then fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. Contract Documents. The following forms, attached as Exhibit "3" are an integral part of this Contract and must be completed, signed, witnessed and notarized as indicated and returned with the signed Contract:

- (a) Front Page for Bond (F.S. § 255.05)
- (b) Combination Payment and Performance Bond (F.S. § 255.05)

4. Contract Administration. The Engineering Director, Junos Reed, shall perform contract administration of this Contract. The City may change the contract administrator, from time to time and at any time, upon written notice to Contractor. For notice provisions, see the paragraph below entitled "Notice."

5. Liens. Contractor acknowledges that Contractor shall not be entitled to lien the City or other public property.

6. Termination for Convenience of the City

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

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

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

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

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

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

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

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

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 23 of this contract concerning disputes.

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

8. Termination for Default. Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein. In the event of default by the contractor, the City reserves the right to procure the item(s) bid from other sources and holds the bidder responsible for excess costs incurred as a result. City Council may elect to refrain from doing business with the bidder as stipulated in City Code 2-276 Suspension and Disbarment.

9. Examination of Records

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

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

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

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

(a) Keep and maintain public records required by the City to perform the service.

(b) Upon request from the City's custodian of public records, provide the City with a copy of the requested record or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the City.

(d) Upon completion of the Contract, Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt from public records disclosure requirements. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

If Contractor does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Contractor may be subject to penalties under Section 119.0701, Florida Statutes.

CONTRACTOR QUESTIONS RELATING TO CONTRACTOR'S DUTIES TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT MUST BE FORWARDED TO THE OFFICE OF THE CITY CLERK, CITY HALL, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129; TELEPHONE: (386) 506-5563; E-MAIL: CITYCLERK@PORT-ORANGE.ORG.

11. Termination for Non-Appropriation of Funds

(a) If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this contract is entered into, for the purpose of this Contract, then the City may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination.

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

12. Insurance. Contractor shall maintain insurance, as required herein, during the life of this Contract. Contractor shall provide to the City, a certificate of insurance endorsing the City of Port Orange as an additional named insured. All insurance coverages of the Contractor shall be primary and non-contributory. All insurance coverages of the Contractor shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation coverage, the Contractor's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured for workers' compensation. The City shall not accept Workers' Compensation Exemptions. Contractor may use leased employees if the Contractor ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access the jobsite. Any Contractor using a leased employee shall complete the City's Leased Employee Affidavit Exhibit Form. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A-" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Contractor shall not commence work under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing the required insurance. Insurer shall provide the City written notice of cancellation, nonrenewal or any other changes

in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City no later than 10 days after non-payment. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages.

Contractor shall require and ensure each of its subcontractors to maintain, until the completion of the subcontractor's work, insurance of the types and to the limits set forth herein. All insurance coverages shall be primary and non-contributory. All insurance coverages of the subcontractors shall not seek contribution from any other insurance or self-insurance available to the City. The Contractor is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Contractor to ensure the subcontractors maintain the required coverage, shall not relieve the Contractor of any contractual responsibility, obligation or liability.

The City reserves the right to increase insurance coverage as determined for higher risk contracts.

The acceptance by the City of any Certificate of Insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with this Contract and does not waive the insurance required by this Contract.

Should at any time the Contractor or subcontractors not maintain the insurance coverages required herein, the City may terminate the Contract or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract.

<i>Standard Insurance Requirements</i>			
	Insurance	Standards	Additional Requirements
☒	<u>Workers' Compensation</u> The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. The City will not accept elective exemptions. Any contractor using an employee leasing company shall complete the Leased Employee Affidavit (Exhibit A).	<u>Contract Amount</u> Up to \$10 million <u>Limits</u> \$10 - \$20 million Statutory/\$500,000 Contracts over \$20 million To Be Determined by the City. Statutory/\$1,000,000	☐ If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐ If vessels involved, Jones Act coverage with limits of \$500,000 required.
☒	Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$1,000,000 occurrence \$1,000,000 aggregate	☐ When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.

☒	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles.	Limits: Auto Liability Body Injury and Property Damage: \$1,000,000 each occurrence \$1,000,000 aggregate	
Additional Insurance Requirements			
☐	Property Insurance Builders Risk. <u>Additional Coverage:</u>	Limits: Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☐	Professional Liability	Limits: Coverage - \$1,000,000	
☐	Installation Floater (IT)	Limits: Coverage - \$ <u>To be determined.</u>	
☐	Contractor Pollution Liability	Limits: Coverage - \$1,000,000	
☐	Errors and Omissions	Limits: Coverage - \$1,000,000	
☐	Umbrella Policy	Limits: Coverage - \$ <u>To be determined.</u>	
☐	Payment and Performance Bond Required	Limits: Coverage - Equal to amount of Contract.	
☐	City Manager waives Payment and Performance Bond for work under \$25,000.00.		
☐	Unless otherwise required by law, City Manager waives Insurance for FOB goods under \$25,000.00.		

13. A Contract for the purchase of supplies shall be governed by the City of Port Orange Code of Ordinances, as amended, and such supplies shall be deemed "goods," as defined therein.

14. Assignability of Contract. Neither this contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written approval of the City Council.

15. Modifications or Changes to this Contract

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

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

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

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

16. Sovereign Immunity. The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract

to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

17. Warranties. Contractor warrants that (1) the supplies to be provided to the City pursuant to this Contract are fit and sufficient for the purpose intended; (2) the supplies are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship, and (3) the supplies sold to the City pursuant to this Contract conform to the standards required by this Contract.

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

18. Additional Warranties. Contractor further expressly warrants that materials and workmanship are warranted from defect for a one-year period. This is a minimum acceptable warranty.

19. Additional Bond Security. If any surety bond furnished in connection with this Contract becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Contract. Contractor expressly acknowledges that if the work to be performed hereunder is a public work, a Payment and Performance Bond, in accordance with Florida Statutes Section 255.05, in a form acceptable to the City, shall be provided and recorded with the Clerk of Volusia County at Contractors expense.

20. Inspection

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

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

(c) The inspection and test by the City of any supplies or lots thereof does not relieve Contractor from any responsibility regarding defects or other failures to meet the Contract requirements, which may be discovered

prior to acceptance. Except as otherwise provided in this Contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

21. Liability for Loss or Damage.

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

(b) To the fullest extent permitted by law, in addition to the express duty to indemnify City when there is any causal connection between Contractor's work and any injury, loss, damage, death or property damage, Contractor expressly undertakes a duty to defend City as a separate duty, independent of and broader than the duty to indemnify. The duty to defend agreed to by Contractor hereby expressly include all costs of litigation, attorney's fees, settlement costs and reasonable expenses in connection with the litigation, whether or not the claims made for loss, injury, damage or property damage are valid or groundless and regardless of whether the defense of City is maintained by the City or assumed by Contractor as long as the claims made could be causally connected to Contractor as reasonable determined by City.

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

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

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

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

21. E-Verify. Contractor 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 Contractor during the term of this Contract and shall expressly require any sub-contractors performing services pursuant to this 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 sub-contractor during the term of this Contract.

22. Disputes. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Agreement. The decision by the City Manager shall be final and binding unless, within five (5) business days from the date of delivery of the decision of the City Manager, appeal is made to the City Council in writing and delivered to the City Clerk, Robin L. Fenwick, MMC. The decision

of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence.

23. Force Majeure. Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force Majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

24. Controlling Law. **THIS AGREEMENT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE AGREEMENT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.**

25. Additional Provisions. This Contract includes all additional provisions as may have been outlined in written quotes and purchase orders and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work. In the event of a conflict between any attachments or exhibits to this Contract, and this Contract, the language of this Contract shall control.

26. Integration. This Contract and the documents incorporated herein by reference shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

27. Notice. For purposes of this agreement, notices shall be sent as follows:

City:	City of Port Orange Attention: City Manager 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5501
Copy to:	City of Port Orange Attention: Junos Reed, Engineering Director 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5751
Contractor:	Danus Utilities, Inc. Attention: Dan J. Pardus, President 2320 Beardall Avenue Sanford, Florida 32771 (386) 882-6200 – Telephone Raymond@danusutilities.com

P.O. Box 291671

Port Orange, Florida 32129

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

28. Contract Construction

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

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

Remainder of page intentionally left blank

Witnesses:

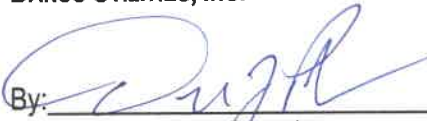


Printed Name: Preston Pardus



Printed Name: Andrew Darling

DANUS UTILITIES, INC.

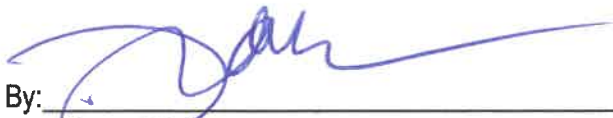


By: Dan J. Pardus, President

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

Date: July 5, 2023

CITY OF PORT ORANGE

By: 
Donald O. Burnette, Mayor

Date: 7/18/2023



ATTEST:

By: 
Robin L. Fenwick, MMC, City Clerk

Date: 7/18/2023

EXHIBIT “1”

**Contractor's Quote, Scope of Services, Addendum No. 1,
and Addendum No. 2 of ITB 23-07**

Consisting of 11 Pages

REVISED (ATTACHMENT 1) SCHEDULE OF UNIT PRICING

CITY OF PORT ORANGE

ITB #23-07

SANITARY SEWER MANHOLE LINING

Completed REVISED (Attachment 1) Schedule of Unit Pricing MUST be included with Bid Submission

Estimated quantities of work provided on REVISED (Attachment 1) Schedule of Unit Pricing are for establishing the unit price per bid item. The City does not guarantee the amount of work to be done under this contract.

Bidders are required to complete all fields shaded in green.

NAME OF BUSINESS: Danus Utilities, Inc.
 CONTACT PERSON: Robert Brown
 EMAIL ADDRESS: robert@danusutilities.com
 AUTHORIZED NAME: Daniel J. Pardus
 AUTHORIZED SIGNATURE: 
 STATE OF FLORIDA GC/CUC #: 27-0404772

ITEM #	DESCRIPTION	UNIT	ESTIMATED QUANTITIES	UNIT PRICE	EXTENDED PRICE
GENERAL					
1	Mobilization	EA	4	\$1,000.00	\$4,000.00
2	FDOT Maintenance of Traffic (Index 102-602)	Day	1	\$450.00	\$450.00
3	FDOT Maintenance of Traffic (Index 102-603)	Day	1	\$925.00	\$925.00
4	FDOT Maintenance of Traffic (Index 102-813)	Day	1	\$750.00	\$750.00
TOTAL GENERAL LINE ITEMS (1-4)					\$6,125.00
CONSTRUCTION					
1	Lining of Manholes/Wet Wells using Raven 405 Epoxy Lining System	SF	20000	\$37.00	\$740,000.00
2	Cementitious Build Back of Existing Manhole/Wet Well Structure with Minimal Deterioration Up to 2" Thick	SF	1000	\$5.00	\$5,000.00
3	Cementitious Build Back of Existing Manhole/Wet Well Structure with Severe Deterioration Up to 4" Thick	SF	500	\$9.00	\$4,500.00
4	Chemical Grout to Stop Ground Water Infiltration per Tube of AV202 Multi-grout	EA	15	\$125.00	\$1,875.00
5	Chemical Grout to Stop Ground Water Infiltration (Heavy)	Gal	5	\$475.00	\$2,375.00
6	Lining of Manholes/Wet Wells using Cured In Place Lining System - Single Layer	SF	200	\$40.00	\$8,000.00
7	Lining of Manholes/Wet Wells using Cured In Place Lining System - Multiple Layers	SF	200	\$41.00	\$8,200.00
8	Replacement of Manhole Ring and Cover in Grass (using Cast Iron R&C)	EA	25	\$1,350.00	\$33,750.00
9	Replacement of Manhole Ring and Cover in Grass (using CAPP HDPE R&C)	EA	25	\$2,250.00	\$56,250.00
10	Replacement of Manhole Ring and Cover in Pavement (using Cast Iron R&C)	EA	50	\$1,750.00	\$87,500.00
11	Replacement of Manhole Ring and Cover in Pavement (using CAPP HDPE R&C)	EA	15	\$2,650.00	\$39,750.00
12	Salvaging Manhole Ring and Cover	EA	25	\$1.00	\$25.00
13	Raising of Manhole Ring and Cover 1'-6" when replacing Ring and Cover	EA	10	\$150.00	\$1,500.00
14	Raising of Manhole Ring and Cover 7'-12" when replacing Ring and Cover	EA	5	\$300.00	\$1,500.00
15	Inflow Dish HDPE	EA	25	\$100.00	\$2,500.00
16	Inflow Dish Stainless Steel	EA	25	\$225.00	\$5,625.00
17	Chimney Seal	EA	15	\$400.00	\$6,000.00
18	Manholes Lacking Benches and Inverts	EA	25	\$750.00	\$18,750.00
19	Asphalt Patch up to 7'x7'x1.5" thick w/ Road Base	LS	30	\$1,750.00	\$52,500.00
20	Vector Vacuum Truck (disposal not included)	HR	4	\$375.00	\$1,500.00
TOTAL CONSTRUCTION LINE ITEMS (1-20)					\$1,077,100.00
Grand Total - GENERAL & CONSTRUCTION LINE ITEMS					\$1,083,225.00

SECTION 3 – SCOPE OF WORK

A.1 SCOPE

It is the intent of this Specification to cover all aspects of rehabilitation of manholes and wet wells including types of repairs, methods of repair, materials, and equipment.

Sanitary sewer manhole lining covers the following type of repairs:

- A. Lining and sealing of sanitary manholes and wet wells.
- B. Replacement of manhole ring and cover.
- C. Raising of existing manhole ring and cover to existing or above grade.
- D. Manhole Inflow Dish.
- E. Manhole Chimney Seal.

A.2 LINING OF MANHOLES USING URETHANE/EPOXY-BASED LINING

- A. A Project Manager or Project Supervisor, representing the Contractor shall always be present while work is being performed by either the Contractor or Subcontractors.
- B. General: The work consists of applying with a brush, roller, airless or air-assisted spray a urethane/epoxy-based material to the walls, inverts, and benches of manholes and wet wells, resulting in a monolithic liner of a minimum 1/4 inches (250 mils) in thickness or more, as determined by the manufacturer for the specific depth and water table. Greater urethane/epoxy-based line thicknesses may be required on specified structures as directed by the city. The applicator shall furnish all labor, equipment, and materials for installing the lining over pre-cast concrete, concrete block, masonry brick manholes or other structures exposed to a sanitary sewer environment, new or used, using approved equipment. The installation shall be in accordance with the following Contract Specifications along with manufacturer's recommendations.
- C. Materials
 - 1. Mixture: A proprietary urethane/epoxy-based material specifically designed for manhole applications shall be Raven 405 as manufactured by Raven Lining Systems or City Engineer approved equal. The product shall be corrosion resistant to the ingredient of the sanitary sewer environment and shall be designed to bond to wet (not running) surfaces.
 - 2. Water: Shall be clean and potable.
 - 3. Other Materials: No material shall be used with or added to mixture without prior approval by the City Engineer.
- D. Properties
 - 1. Physical:
 - a. Tensile stress, ASTM D-638 - 7,600 psi
 - b. Tensile Ultimate Elongation ASTM D638 – 1.5%
 - c. Compressive Strength ASTMD 695 – 18,000 psi
 - d. Flexural strength, ASTM D-790 – 13,000 psi
 - e. Flexural modulus, ASTM D-790 – 550,000 psi

2. Liner Mix shall be made with manufacturer's recommendations for manhole applications.

E. Application

1. Preparation:

- a. Place covers over invert before prepping.
- b. All foreign materials shall be removed from the manhole walls and bench using high-pressure water spray (minimum 5,500 psi). loose and protruding brick, mortar and concrete shall be removed using a mason's hammer and chisel. All non-leaking voids shall be filled with non-shrink cement-based material containing hydraulic cement, as approved and directed by the city.
- c. Active leaks shall be stopped using products specifically for that purpose and according to manufacturer's recommendations. Chemical Grouting with Avanti 202 or approved equal shall be used to cease inflow into manholes.
- d. Excessively leaking manholes shall be drilled through the manhole wall and injected with grout sealant. Payment for this item of work shall be at the unit price bid only if normal active leak stoppage methods are not effective and said work is approved by the city.
- e. All loose material shall be removed following the completion of preparation work.
- f. The sanitary sewer flow shall be diverted as necessary to perform the required manhole rehabilitation.

2. Spray Application of the Liner:

- a. Prior to spraying, surfaces to be rehabilitated shall be damp without noticeable free water droplets or running water. Material shall be spray applied to a minimum uniform thickness to ensure that all voids and crevices are filled smooth.
- b. The application of the liner shall provide a monolithic liner having a minimum total average thickness of 250 mils (0.25 inches) or thicker as directed by the city. The finished liner shall have an equal total average thickness throughout the structure to be rehabilitated. If the manufacturer's recommendations require a greater minimum total average thickness due to hydrostatic loading caused by the water table, the manufacturer's recommendations shall control. The liner shall be applied to the invert, bench, vertical walls, cone section, and all other surfaces made of brick, tile, pre-cast concrete, or concrete block within the structure's interior. Within rehabilitated manholes, the invert and bench shall be smooth and sloped in the direction of the flow. The manhole bench shall have a gradual slope to the invert. The invert transition to the pipe shall be smooth and shall not impair the flow.
- c. No application shall be made when ambient temperatures are less than 40°F and when freezing is expected within 24 hours unless specific recommendations are made by the manufacturer.
- d. A minimum of 30 minutes cure time or more as required by the product manufacturer shall be allowed before returning to active flow.

F Payment

1. Payment for the lining of manholes and wet wells with Urethane/Epoxy-Based spray lining application will be per square foot of surface area lined and shall include any cost associated with the installation of the liner as outlined in this section.

A.3 LINING OF MANHOLES USING CURED-IN-PLACE LINING SYSTEMS

Manholes constructed with brick or tile which are structurally compromised as determined by the City or Engineer will be repaired using a cured-in-place lining system.

- A. A Project Manager or Project Supervisor, representing the Contractor shall always be present while work is being performed by either the Contractor or Subcontractors.
- B. General: The work consists of installing a resin impregnated custom fabricated liner by means of air inflation into an existing manhole, wet well, pump station, or catch basin. The liner is installed from the top of the casting to the top of the channel which includes shim rings, casting chimney interface, chimney, cone, wall and bench. The channel can be included as directed by the owner. When cured, the liner will provide a durable monolithic chemical resistant barrier that will protect the existing substrate from further deterioration. The finished liner will also stop any water from either entering or exiting from the lined surfaces of the original substrate.

C. Materials

The Liner shall be composed in one of the following two configurations.

1. Single Layer - Non-Porous Membrane
 - i. Non-Porous Membrane is to be a gas and liquid impermeable membrane of special non-porous materials with felt mechanically embedded on both sides. Membrane is to be custom fabricated to fit to the inside dimensions of each structure.
2. Multiple Layers - Non-Porous Membrane and fiberglass.
 - i. Non-Porous Membrane is to be a gas and liquid impermeable membrane of special non-porous materials with felt mechanically embedded on both sides. Membrane is to be custom fabricated to fit to the inside dimensions of each structure.
 - ii. Fiberglass shall be a coated woven roving style to allow for resin adherence. The weight of the fiberglass and number of layers required shall be based on the manufactured published data and the stamped design for minimum wall thickness.
3. RESIN SYSTEM
 - i. Resin shall be 100% solids epoxy formulated to withstand a typical domestic wastewater sewer system including high sulfide areas near force mains and wet wells. The resin must be compatible with both the non-porous membrane and the fiberglass. The resin must have a minimum of 250psi bond strength to wet or dry brick and concrete surfaces.

D. PREPARATORY PROCEDURES

1. PH of the original substrate shall be determined.
2. Contractor will perform preliminary cleaning of the structure with high-pressure water-blasting at a minimum of 4000psi and 4gpm to obtain the desired concrete surface profile (CSP) of 3 or greater.
3. If the desired CSP is not achieved by high-pressure water-blasting other methods of obtaining the surface profile such as abrasive blasting and acid etching shall be used.
4. The Contractor shall remove all the existing manhole steps. The metal portion of all steps will be removed to within ½" of the manhole interior wall surface. The remaining protruding metal portion of the step shall be covered with a cementitious material to provide a smooth surface on and around the protrusion for the liner to bond.
5. All open joints, voids, holes, cracks, and missing bricks larger than 3 inches in diameter or equivalent shall be patched with a cementitious material to provide a smooth surface for the liner to bond. All loose, cracked or disintegrated material shall be removed from the area to be patched exposing a sound substrate. The cementitious patch material shall be allowed to cure according to the manufacturer's specifications before continuing with the Liner installation process.
6. Bench shall be sloped so that water will flow back into channel.
7. All active water leakage shall be stopped for a minimum of 30 minutes prior to installation to allow time to insert and pressurize the Liner. This prevents resin washout and allows proper curing and bonding. Leaks may be stopped with fast setting cement or chemical grout injection.
8. When the channel is required to be lined the Contractor shall plug the inlet pipe, inspect for infiltration leaks around the inlet and outlet pipes and in the channel. All leaks present shall be stopped using chemical grout injection and/or using fast-setting cement.
9. Contractor shall remove any incoming pipes to within 2 inches of the wall. The pipe outside circumference shall be cemented with an approximate 60° taper, forming a fillet between the structure wall and the pipe making a smooth transition for the liner to bond.
10. The final prepared surface shall have a concrete surface profile of 3 or greater and have a smooth uniform appearance.
11. After the above-mentioned procedures the surface shall be cleaned with degreaser or other solvents, as needed, to remove any film, grease, loose patching material, chemical grout or residue on the surface. Structure shall then be pressure rinsed with water.

E. GENERAL INSTALLATION PROCESS

1. Contractor shall verify that the liner intended for the structure matches the dimensions of the structure by measuring the dimensions of the structure and the liner prior to installation.
2. All resin intended for the liner shall be mixed properly.
3. Contractor shall apply mixed resin evenly onto both the inside and outside of the entire liner with rollers. There shall be no white spots (dry Liner) on either side of the Liner including seams and bottom disk(s). Areas of heavily saturated resin shall be spread out to cover areas that are deficient of resin.
4. Liner can be installed to include or omit the structure channel depending upon the intention of the owner.

5. For Liner installation that does not include the channel, a temporary subfloor shall be constructed to keep liner from inflating into the channel and to allow the sewer to flow unobstructed without bypass pumping. A saturated bottom disk or disks are installed onto the subfloor, bench, and up the wall about 6 inches.
6. For channel lining the incoming and outgoing pipes are plugged. This may require bypass pumping. Two or more bottom disks are placed into the channel, onto the bench, and 6 inches up the wall.
7. Resin saturated Liner is lowered into the structure and positioned properly to line up any offsets.
8. Liner is pressurized with air or water to a minimum of 3psi or liner manufactures minimum pressure. Contractor shall verify proper position of the liner from the inspection portal located on the installation canister. If Liner is not positioned properly the Liner can be raised, lowered or rotated to desired position. In some cases, it may be necessary to enter the structure to hand position portions of the liner.
9. The liner is cured with steam, hot water, or ambiently. Cure times vary according to, cure method, Liner thickness, structure size, ambient temperatures, and resin formulation. Typically, curing takes about an hour with steam. Contractor may use the exposed portion of the Liner above the frame as an indicator. When steam is used, a cool down period is needed equaling about 25% of cure time.
10. Liner shall be cut and trimmed to allow for all incoming and outgoing pipe to flow without obstruction. If channel is unlined the subfloor shall be removed.
11. All cut edges shall be sealed with an epoxy mastic material that is compatible with the Liner System.

F. FINISHED LINER

1. The finished Cured-In-Place (CIP) Liner System shall be continuous over the entire length of the structure from the cover seat to the top of the channel or shall include the channel as required. The Liner shall be smooth with minimal wrinkling.
2. Liner shall be bonded to the structure, as required by design, and in such a way as to not allow any water to flow behind the liner and enter back into the waste stream.

G. PAYMENT

1. Payment for the lining of manholes and wet wells with Cured-in-Place Lining System will be per square foot of surface area lined and shall include any cost associated with the installation of the liner as outlined in this section.

A.4 REPLACEMENT OF MANHOLE RING AND COVER

A. General: This section deals with the replacement of existing manhole rings and covers when new manhole rings and covers are required.

1. New Manhole Ring and Cover: Existing manhole ring and covers shall be cleaned and reinstalled where directed by the City. Where required, the existing manhole ring and cover shall be removed and salvaged, and a new manhole ring and cover installed and adjusted by the Contractor as directed by the City. Removing and replacement of pavement shall conform to the City Standards.
2. New manhole rings and covers shall be provided by the Contractor. The Contractor shall confirm the desired manhole ring and cover model, design, and markings with the City prior to ordering. Rings and covers shall be made of clean, even grain, cast

iron or CAP HDPE. The quality of iron in the castings shall conform to the current ASTM Specification A-48 for Class 30 iron Castings. The castings shall be smooth, true to pattern and free from projections, sand holes or defects. The portion of the ring and cover which forms the cover seat shall be machined so that no rocking of the cover is possible.

3. For HDPE R&C the material shall be a compression-molded, fiber reinforced thermoset composite and shall pass an accelerated weathering test exposing UV and water spray per ASTM G154. Frames and covers shall be capable of withstanding AASHTO M306: Proof Testing H-20/25 with Ultimate Load above 90,000 lbs (9" x 9" platen). Covers must weigh at least 70 lbs. Frames must weigh at least 40 lbs. The space between cover outside diameter and frame wall inside diameter shall be less than ¼" total (less than 1/8" per side). Exposed locks, nuts, bolts, hooks, and other metallic attachments must be 316 Stainless Steel – Austenite. Locks must be independent of the lift-point on the cover. Covers must be detectable with standard metal detectors. Both the cover and frame must be marked with permanent molded detail forming the text and logos from the composite substrate (rather than surface decals, veils, paint, inks, dyes, markers) including the following: 1) Made In USA, 2) Manufacturing Date, 3) Molder Name, 4) Load Rating, 5) Logos per Utility Drawings, and 6) non-metallic indication. Covers and Frames shall be molded by the same manufacturer and as detailed in drawings. Gaskets shall be bonded to the frame continuously at the interface with the cover to reduce wear, shock, noise, malodors and infiltration. Gaskets must be EPDM or Neoprene. Molded frame material dimensions must exceed 0.5 inches thick: e.g. walls, flanges, wall supports, and cover ledge supports. Flanges must extend at least 2 inches outward from the outside of the vertical wall. Anchor holes must be molded into the flange. All covers and frames shall be molded, assembled, and tested in the USA.
4. All HDPE manhole ring and covers shall be manufactured by Composite Access Products (CAP) or city approved equal.
5. On paved streets, the ring and cover shall be set flush with the finished grade and in the plane of the paved surface. In other locations, they shall be set to the grades determined in the field by the City.

A.5 SALVAGING MANHOLE RING AND COVER

All existing undamaged manhole rings and covers removed from the manholes shall be considered as salvaged rings and covers. These salvaged rings and covers shall always remain the property of the City after removal and delivered to the City.

Reasonable care shall be exercised to prevent unnecessary damage to the salvaged rings and covers.

The Contractor shall, upon removal of ring and cover, remove all grout from the salvaged ring and cover. The cover shall then be tied to the ring using a minimum of two (2) or more pieces of six (6) gauge wire and provided to the City.

A.6 RAISING OF EXISTING MANHOLE RING AND COVER

Existing manholes below grade shall be raised to grade using either a cast iron riser ring, concrete "donut" riser, or manhole riser section as directed by an Engineer or the City. When adjusting with brick, a maximum of 16 inches adjustment will be allowed. The mortar shall be troweled to a smooth finish.

A.7 INFLOW DISH

An inflow dish shall be installed when required by the Engineer or the City in specified manholes to prevent excessive rainwater from entering the manhole cover. Inflow dishes shall be "Rainstopper" type or an Engineer-approved equal. Inflow dishes and components shall be manufactured of material resistant to corrosion from atmospheres containing hydrogen sulfide and dilute sulfuric acid. The inflow dish shall allow venting of sewer gasses. The inflow dish shall be constructed HDEP material or 316 stainless steel and shall be anchored to the manhole by a tether. Installation shall be in accordance with the manufacturer's recommendations and shall not impede the proper seating of the manhole cover.

A.8 CHIMNEY SEAL

A chimney seal shall be installed when required by an Engineer or the City in specified new or existing manholes to stop inflow in the chimney area. Chimney seals shall be "Flex-Seal" as manufactured by Sealing Systems, Inc., or "Ring Seal" as manufactured by Southwestern Packing and Seals, Inc. or "Internal Manhole Chimney Seal" as manufactured by Cretex Specialty Products. The chimney seal shall be secured to the manhole cone and the cover ring. The chimney seal shall have a design life of at least 25 years. The chimney seal shall be installed in the manhole in accordance with the manufacturer's recommendations.

A.9 MANHOLES LACKING BENCHES AND INVERTS

Manholes lacking benches and invert shall require building of the bench and invert prior to performing any rehabilitation. Measurement and payment shall be determined by the cubic yards of concrete used to complete the bench and invert.

A.10 WARRANTY

All lining installations shall be warranted to be free from defects in materials and workmanship for a period of five (5) years from the date of project acceptance. Should a defect occur during this five (5) year period that is attributable to the lining installation or materials, then this defect shall be repaired within four (4) weeks from the date of defect notification to the contractor at no additional cost to the City.

The Contractor shall be responsible for all required repair costs associated with a lining failure during the warranty period including all cost associated with backups and all other property damage.

END OF SECTION



CITY OF PORT ORANGE

PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5717
purchdiv@port-orange.org

ADDENDUM #1

May 25, 2023

ITB #23-07 SANITARY SEWER MANHOLE LINING

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated May 10, 2023 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

NEW BID OPENING DATE

The bid opening date of June 7, 2023 at 2:30 p.m. is hereby changed to June 14, 2023 at 2:30 p.m.

A. CHANGES TO SPECIFICATIONS:

None

B. CLARIFICATIONS:

None

C. QUESTIONS & ANSWERS:

None

In all other respects, except as specifically stated herein, the subject ITB #23-07 SANITARY SEWER MANHOLE LINING remains unchanged.

END OF ADDENDUM #1



CITY OF PORT ORANGE

PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5717
purchdiv@port-orange.org

ADDENDUM #2

June 7, 2023

ITB #23-07 SANITARY SEWER MANHOLE LINING

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated May 10, 2023 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

A. CHANGES TO SPECIFICATIONS:

None

B. CLARIFICATIONS:

The City of Port Orange has standardized to Raven Lining system for the rehabilitation of sanitary manholes.

C. REVISED (ATTACHMENT1) SCHEDULE OF UNIT PRICING

Bidders are advised they must complete **REVISED (Attachment1) Schedule of Unit Pricing**. If Bidder does not complete and include with bid submittal **REVISED (Attachment1) Schedule of Unit Pricing**, their bid will be deemed non-responsive. **REVISED (Attachment1) Schedule of Unit Pricing** is posted as a separate document on DemandStar and the City of Port Orange Purchasing Web page at <https://www.port-orange.org/bids.aspx>.

D. QUESTIONS & ANSWERS:

- 1) Engineered Coatings Solutions, LLC provides rehabilitation and specialty coatings for water/wastewater systems. We would like our products to be considered as equal for this solicitation.

Answer: This is not an approved product.

- 2) Is Sewpercoat or Strong Seal an approved equal for the above referenced project.

Answer: This is not an approved product.

- 3) GML Coatings (Green Monster) is requesting to be an approved material for the manhole and wet well rehabilitation.

Answer: This is not an approved product.

- 4) Nukote Coating Systems saw that Cementitious and Cement Mortar Lining were included as methods or rehab for Manholes and Wet Wells. Would the City of Port Orange be open to include a Fully Structural Spray Applied Liner on this project as an alternate? Nukote manufactures an Anti-Corrosive, Semi-Structural and Fully Structural Spray Applied Lining System to rehabilitate Water Structures.

Answer: This is not an approved product.

5) Will you accept Tnemec Epoxytec CPP Sprayliner MH for this Project?

Answer: This is not an approved product.

6) Will it be required to present a number for every line on the Schedule of Unit Pricing?

Answer: Yes, all costs must be provided for all items on the Revised (Attachment 1) Schedule of Unit Pricing.

7) Will the lines for the CIPM need to be complete if the line for the Epoxy coating is complete?

Answer: All costs must be provided for all items on the Revised (Attachment 1) Schedule of Unit Pricing.

8) Will it be the City's intention to use both types of coating or will the City decide to use one instead of the other?

Answer: The City will use both types, depending on the condition of the manhole being lined.

9) Is there a Pay Item for Maintenance of Traffic if we need to close a turn lane or multi lane where flaggers are not required if there is no shoulder to park trucks and equipment on which would essentially be "Standard Plans 102-613"?

Answer: Please see Item #4 on the Revised (Attachment 1) Schedule of Unit Pricing.

In all other respects, except as specifically stated herein, the subject ITB #23-07 SANITARY SEWER MANHOLE LINING remains unchanged.

END OF ADDENDUM #2

EXHIBIT “2”

Task Authorization Example

Consisting of 3 Pages

TASK AUTHORIZATION NO. [REDACTED]
Standard Contract for Services dated [REDACTED]
Between the City of Port Orange, Florida and [REDACTED]

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and [REDACTED], a [REDACTED] corporation with its principal place of business at [REDACTED] ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Standard Contract for Services dated [REDACTED], and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.
2. In addition to all other terms and conditions contained in the Contract, Contractor shall provide services relating to [REDACTED] as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "1."
3. Contractor shall complete the services to be provided herein within [REDACTED] days of the date of written notice by the City to the Contractor.
4. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "[REDACTED]" attached hereto and made a part hereof for all purposes, subject to a limit not to exceed \$[REDACTED]. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.
5. Contractor shall provide a 100% Combination Payment and Performance Bond in accordance with Florida Statutes Section 255.05, including the Front Page and Certificate for Filing in Public Records, in a form substantially similar to the forms attached hereto as Task Authorization Exhibit "[REDACTED]," and acceptable to the Port Orange City Attorney, and recorded with the Clerk of Volusia County at Contractor's expense. A separate bond shall be provided from the Surety which identifies and covers the scope of work for the project stated in this Task Authorization along with all other provisions of this Task Authorization with the penal sum of such bond being not less than the contract sum described in this Task Authorization. If any surety bond furnished in connection with this Task Authorization becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Task Authorization No. [REDACTED].
6. This Task Authorization may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Task Authorization shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Task Authorization.

IN WITNESS WHEREOF, the Parties have made and executed this Task Authorization for the purposes herein expressed on the dates set forth below.

Witnesses:



Printed Name: _____

By: _____
Printed Name: _____
Title: _____

Printed Name: _____

Date: _____

CITY OF PORT ORANGE

By: _____
Wayne Clerk, City Manager OR
Donald O. Burnette, Mayor

Date: _____

ATTEST:

By: _____
Robin L. Fenwick, MMC, City Clerk

Date: _____

EXHIBIT "3"

Payment and Performance Bond

Consisting of 3 Pages

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

PAYMENT AND PERFORMANCE BOND

(Public Works)

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

BOND NO. _____

PRINCIPAL:

Developer or Contractor: Danus Utilities, Inc.
Principal Business Address: 2320 Beardall Avenue
Sanford, Florida 32771
Contact Person: Dan J. Pardus, President
Phone Number: (386) 233-5588

SURETY:

Address: _____

Contact Person: _____

Phone Number: _____

OWNER:

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

Amount: \$ _____

City Project Number: ITB 23-07 Sanitary Sewer Manhole Lining

Description of Work: Sanitary Sewer Manhole Lining

Project Location: _____ Port Orange, Volusia County, Florida

Legal Description: _____ Port Orange, Volusia County, Florida

Front Page

All other pages are subsequent to this page regardless of any numbers that may be printed thereon.

Danus Utilities, Inc.

ITB 23-07 Sanitary Sewer Manhole Lining

Bond No. _____

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

per Section 255.05, Florida Statutes
Guaranty for Construction of Public Improvements

BY THIS BOND, We, **Danus Utilities, Inc.**, as Principal, and _____, a corporation, as Surety, are bound to **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of _____ AND 100 DOLLARS (\$_____), for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain Standard Contract for Services, having an effective date of _____, entered into by and between the Principal and the City, for Sanitary Sewer Manhole Lining, hereinafter referred to as the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and
3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract documents; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Notice of Nonpayment and Time Limitations

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

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

IN WITNESS WHEREOF, this performance and payment bond is executed and shall be deemed an original, this _____, day of _____, 20__.

Attest:

DANUS UTILITIES, INC.
(Principal)

(As to Corporate Principal) Secretary

By: _____
Dan J. Pardus, President

(Witness to Principal)

(Corporate Seal)

(Surety)

(Witness to Surety)

By: _____
Name: _____
(Attorney-in-Fact)

(Corporate Seal)

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

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

HUMAN TRAFFICKING AFFIDAVIT
(SECTION 787.06, FLORIDA STATUTES)

STATE OF FLORIDA §
§
COUNTY OF SEMINOLE §

The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), after being duly sworn, hereby attests as follows:

1. My name is DAN J PARDUS. I am over the age of Twenty-one years old. I am the President of DAVUS UTILITIES INC, a non-governmental entity which does business in the State of Florida, hereinafter called the "Entity."
(Title)(Business Name)
2. I have personal knowledge of each and every statement of fact contained herein, and each and every statement of fact is true and correct.
3. Entity does not use coercion, as defined in Section 787.06, Florida Statutes, for labor or services.
4. The undersigned is an officer or representative of the entity and is authorized to execute this affidavit on behalf of the Entity.
5. Under penalties of perjury, I declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated herein are true.

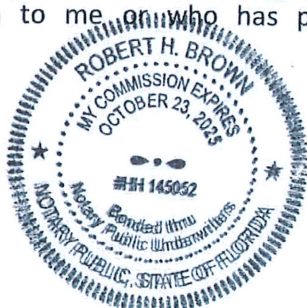
Further Affiant sayeth not.

Date: 3/12, 20 25

Signed: [Signature]
Print Name: DAN J PARDUS
Title: President

SUBSCRIBED AND SWORN before me by means of [☒] physical presence or [☐] online notarization on the 12 day of MARCH, 20 25 by DANIEL J PARDUS as President on behalf of DAVUS UTILITIES, INC. who is personally known to me or who has produced Personally Known as identification.

(Notary Seal)



[Signature]
Notary Public, State of FLORIDA
Printed name, commission and expiration of commission term

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/24/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown Insurance Services, Inc. P.O. Box 2412 Daytona Beach FL 32115-2412	CONTACT NAME: Melissa Doughty CPSR PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: Melissa.Doughty@bbrown.com INSURER(S) AFFORDING COVERAGE INSURER A: FCCI Insurance Company INSURER B: Federal Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Danus Utilities, Inc 4133 Saddle Club Dr New Smyrna Beach FL 32168	NAIC # 10178 20281

COVERAGES**CERTIFICATE NUMBER:** CL2662415678**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. *LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. *Not Applicable in WY

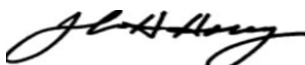
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	Y		GL10011094000	07/02/2026	07/02/2027	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	☒ Contractual Liability						MED EXP (Any one person) \$ 5,000
	☒ XCU Included						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:						GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY			CA10011093600	07/02/2026	07/02/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	☐						PIP-Basic \$ 10,000
A	☒ UMBRELLA LIAB ☒ OCCUR			UMB10011094400	07/02/2026	07/02/2027	EACH OCCURRENCE \$ 1,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$ 1,000,000
	☐ DED ☒ RETENTION \$ 10,000						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y / N	N / A	WC010011094300	07/02/2026	07/02/2027	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Rented/Leased Equipment			45471710	06/24/2026	06/24/2027	Limit \$350,000 Deductible \$1,000

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

Re: RFB 23-085 Sanitary Sewer Manhole, Vault, and Lift Station rehabilitation

City of Port Orange is included as an Additional Insured for General Liability and Automobile Liability with respects to operations of the Named Insured and as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Port Orange 1000 City Center Circle Port Orange FL 32129	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 7/21/2026

SUBJECT: (B6b) Approval of Task Authorization No. 6 with Danus Utilities, Inc. for the Dunlawton Interceptor Sanitary Sewer Manhole Rehabilitation

DEPARTMENT: Engineering

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve Task Authorization No. 6 with Danus Utilities, Inc. (CA8193) for the Dunlawton Interceptor Manhole Rehabilitation for an amount not to exceed \$202,754.00; and to authorize the Mayor and City Clerk to execute all contract documents.

SUMMARY: The City completed an Inflow and Infiltration (I&I) Study in 2015 to identify areas within the sanitary sewer collection system where groundwater and stormwater were entering the system. The study evaluated sewer laterals, gravity mains, and manholes to determine the locations contributing the greatest amount of I&I.

I&I occurs when stormwater and groundwater enter the sanitary sewer system through defects such as cracked pipes, deteriorated manholes, separated joints, or failed service lateral connections. As underground infrastructure ages and shifts over time due to rainfall events, traffic vibrations, and construction activities, these defects can worsen. The City maintains approximately 354 miles of sanitary sewer collection piping and 6,680 manholes, all of which require ongoing inspection and maintenance.

Excessive I&I increases the volume of water conveyed and treated by the wastewater system, resulting in higher treatment and lift station operating costs, increased energy consumption, and a greater potential for sanitary sewer overflows during significant rainfall events. To address these issues, the City has implemented an ongoing repair and rehabilitation (R&R) program focused on reducing I&I within the collection system.

Dunlawton Avenue has been identified as one of the next priority areas for sanitary sewer I&I mitigation. Inspections have identified 30 sanitary sewer manholes requiring rehabilitation. Repairing these structures will help reduce groundwater and stormwater entering the collection system, improving system performance and reducing treatment costs.

On July 18, 2023, City Council approved a Standard Contract for Services with Danus Utilities, Inc. related to ITB #23-07, Sanitary Sewer Manhole Rehabilitation. The City recently executed Renewal No. 2, extending the contract term through July 17, 2027. The agreement includes one remaining renewal option.

The Engineering Department is requesting approval of Task Authorization No. 6 with Danus Utilities, Inc. in an amount not to exceed \$202,754 for the Dunlawton Interceptor Sanitary Sewer Manhole Rehabilitation.

PRESENTER: Junos Reed

ATTACHMENTS:

1.	Task Authroization No 6 - Danus Utl - Dunlawton Interceptors	Task Authroization No 6 - Danus Utl - Dunlawton Interceptors.pdf
2.	RAV061026.1A Dunlawton Int. Mh's	RAV061026.1A Dunlawton Int. Mh's.pdf
3.	Dunlawton Interceptor List	Dunlawton Interceptor List .pdf
4.	EXECUTED - Renewal Form Danus Utilities Inc. 4-2-2025	EXECUTED - Renewal Form Danus Utilities Inc. 4-2-2025.pdf
5.	Danus Utilities - Sanitary SW Rehab ITB 23-7 CA8193	Danus Utilities - Sanitary SW Rehab ITB 23-7 CA8193.pdf
6.	Human Trafficking Affidavit (1)	Human Trafficking Affidavit (1).pdf
7.	COI - Danus Utilities ITB 23-07	COI - Danus Utilities ITB 23-07.pdf

Julia Wiggins	Created/Initiated - 06/24/2026
Richard Colby	Approved - 06/24/2026
Junos Reed	Approved - 06/30/2026
Sue Wang	Approved - 07/06/2026
Matthew Jones	Approved - 07/16/2026
Wayne Clark	Final Approval - 07/16/2026

TASK AUTHORIZATION NO. 6
Standard Contract for Services dated July 18, 2023
Between the City of Port Orange, Florida and Danus Utilities, Inc.

THIS Task Authorization ("Task Authorization") is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **DANUS UTILITIES, INC.** (the "Contractor"), a Florida corporation with its principal place of business at 2320 Beardall Avenue, Sanford, Florida 32771, and hereinafter collectively referred to as the "Parties," and is to that certain Standard Contract for Services dated July 18, 2023, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.
2. The Junos, Reed, City Engineer, shall perform contract administration for this Task Authorization No. 6 and can be reached at (386) 506-5751.
3. In addition to all other terms and conditions contained in the Contract, Contractor shall provide services relating to **Dunlawton Avenue Interceptor Manhole Rehab**, and as further described in Contractor's quote **RAV061026-1A** and scope of services dated **June 10, 2026**, attached hereto as Exhibit "1" and made a part hereof.
4. This Task Authorization shall become effective on the last date the Task Authorization is signed by the Parties. Work shall be completed within 365 days from issuance of a written Notice to Proceed executed by the City.
5. In return for the services identified above, the City agrees to compensate Contractor in an amount not to exceed **\$202,754.00**. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.
6. Contractor shall provide a 100% Combination Payment and Performance Bond in accordance with Florida Statutes Section 255.05, including the Front Page and Certificate for Filing in Public Records, in a form substantially similar to the forms attached hereto as **Task Authorization Exhibit "2,"** and acceptable to the Port Orange City Attorney, and recorded with the Clerk of Volusia County at Contractor's expense. A separate bond shall be provided from the Surety which identifies and covers the scope of work for the project stated in this Task Authorization along with all other provisions of this Task Authorization with the penal sum of such bond being not less than the contract sum described in this Task Authorization. If any surety bond furnished in connection with this Task Authorization becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this **Task Authorization No. 6**.
7. This Task Authorization may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Task Authorization shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Task Authorization.

IN WITNESS WHEREOF, the Parties have made and executed this Task Authorization for the purposes herein expressed on the dates set forth below.

Witnesses:

DANUS UTILITIES, INC.

Printed Name: _____

By: _____

Dan Pardus, President

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

Printed Name: _____

Date: _____

CITY OF PORT ORANGE

By: _____
Scott Stiltner, Mayor

Date: _____

ATTEST:

By: _____
Robin L. Fenwick, MMC, City Clerk

Date: _____

[CA 8193]

EXHIBIT “1”

Contractor’s Quote

Consisting of 2 Pages



PROPOSAL

Remit To:

Danus Utilities, Inc.
P.O. Box 291671
Port Orange, FL 32129

Phone: 386-566-8805
danusutilities.com
andy@danusutilities.com
Fax: 407-878-1254

PROPOSAL NO: RAV061026-1A

PROPOSAL DATE: June 10, 2026

CUSTOMER: City of Port Orange

ADDRESS: 1000 City Center
Port Orange, Florida 32771

PHONE:

CONTACT: Dick Colby

EMAIL: rcolby@Port-Orange.org

Reference: City of Port Orange Standard Contract for Services / ITB #23-7 Sanitary Sewer Manhole Lining CA8193

Job Description: Dunlawton Interceptor Manholes

Item	Description	SF / Ea. / LF	Unit Price	Extended Price
A General				
1	Mobilization	4	\$1,000.00	\$4,000.00
2	FDOT Maintenance of Traffic (Index 102-602)	10	\$450.00	\$4,500.00
3	FDOT Maintenance of Traffic (Index 102-603)	8	\$925.00	\$7,400.00
B Construction				
1	Lining of Manholes/Wet Wells using Raven 405 Epoxy Lining System	1374	\$37.00	\$50,838.00
3	Cementitious Build Back of Existing Manhole/Wet Well Structure with Severe Deterioration Up to 4" Thick	1374	\$9.00	\$12,366.00
4	Chemical Grout to Stop Ground Water Infiltration per Tube of AV202 Multigrout	120	\$125.00	\$15,000.00
5	Chemical Grout to Stop Ground Water Infiltration (Heavy)	10	\$425.00	\$4,250.00
9	Replacement of Manhole Ring and Cover in Grass (using CAPP HDPE R&C)	23	\$2,250.00	\$51,750.00
11	Replacement of Manhole Ring and Cover in Pavement(using CAPP HDPE R&C)	6	\$2,650.00	\$15,900.00
17	Chimney Seal	30	\$400.00	\$12,000.00
18	Manholes Lacking Benches and Inverts	29	\$750.00	\$21,750.00
	Payment and Proformance Bond	1	\$3,000.00	\$3,000.00

Notes: Ring and Cover Sanitary USF 170 E

Sub total \$202,754.00

Tax

Total \$202,754.00

Terms Net 30 Days All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. This proposal is subject to acceptance within 30 days and is void thereafter at the option of the undersigned.

Proposal Accepted By: _____ Date: _____

SIGNATURE

EXHIBIT "2"

Payment and Performance Bond

Consisting of 3 Pages

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

PAYMENT AND PERFORMANCE BOND

(Public Works)

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

BOND NO. _____

PRINCIPAL:

Developer or Contractor: Danus Utilities, Inc.
Principal Business Address: 2320 Beardall Avenue
Sanford, Florida 32771
Contact Person: Dan J. Pardus, President
Phone Number: (386) 233-5588

SURETY:

Address: _____

Contact Person: _____
Phone Number: _____

OWNER:

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

Amount: \$202,754.00

City Project Number: ITB 23-07 Sanitary Sewer Manhole Lining

Description of Work: Sanitary Sewer Manhole Lining for areas in Dunlawton Avenue as provided in Task Authorization No. 6

Project Location: Various portions for areas in Dunlawton Avenue, Port Orange, Volusia County, Florida

Legal Description: Various portions for areas in Dunlawton Avenue, Port Orange, Volusia County, Florida

Front Page

All other pages are subsequent to this page regardless of any numbers that may be printed thereon.

Danus Utilities, Inc.

ITB 23-07 Sanitary Sewer Manhole Lining Task Authorization No. 6 – Dunlawton Avenue

Bond No. _____

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

per Section 255.05, Florida Statutes
Guaranty for Construction of Public Improvements

BY THIS BOND, We, **Danus Utilities, Inc.**, as Principal, and **DANUS UTILITIES, INC.**, a corporation, as Surety, are bound to **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of **TWO HUNDRED TWO THOUSAND SEVEN HUNDRED FIFTY-FOUR AND 00/100 DOLLARS (\$202,754.00)**, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain Task Authorization No. 6 having an effective date of _____, in accordance with Standard Contract for Services, having an effective date of July 18, 2023, entered into by and between the Principal and the City, for Sanitary Sewer Manhole Lining, hereinafter referred to as the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and
3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract documents; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Notice of Nonpayment and Time Limitations

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

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

IN WITNESS WHEREOF, this performance and payment bond is executed and shall be deemed an original, this _____, day of _____, 2026.

Attest:

DANUS UTILITIES, INC.
(Principal)

(As to Corporate Principal) Secretary

By: _____
Dan J. Pardus, President

(Witness to Principal)

(Corporate Seal)

(Surety)

(Witness to Surety)

By: _____
Name: _____
(Attorney-in-Fact)

(Corporate Seal)

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

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



PROPOSAL

Remit To:

Danus Utilities, Inc.
P.O. Box 291671
Port Orange, FL 32129

Phone: 386-566-8805
danusutilities.com
andy@danusutilities.com
Fax: 407-878-1254

PROPOSAL NO: RAV061026-1A

PROPOSAL DATE: June 10, 2026

CUSTOMER: City of Port Orange

ADDRESS: 1000 City Center
Port Orange, Florida 32771

PHONE:

CONTACT: Dick Colby

EMAIL: rcolby@Port-Orange.org

Reference: City of Port Orange Standard Contract for Services / ITB #23-7 Sanitary Sewer Manhole Lining CA8193

Job Description: Dunlawton Interceptor Manholes

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	Payment and Proformance Bond	1	\$3,000.00	\$3,000.00

Notes: Ring and Cover Sanitary USF 170 E

Sub total \$202,754.00

Tax

Total \$202,754.00

Terms Net 30 Days All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. This proposal is subject to acceptance within 30 days and is void thereafter at the option of the undersigned.

Proposal Accepted By: _____ Date: _____

SIGNATURE

Port Orange Dunlawton Interceptor Manholes

ADDRESS	MH_ID	4'Dia x Dp	Sq.ft.	BENCH	RAVEN	MOT	R/C / Asphalt	Chim seal	Chem Grout	NOTES
E of Clydemorris	1		30	no	no		no	yes		Need R/C reset / Chimney
Walmart ent.	2		30	yes	yes		yes grass	yes	yes	24"CAP R/C
1400 Dunlawton	3		30	yes	yes		yes/ grass	yes	yes	24"CAP R/C
City Center & Dunn	4		30	yes	yes	yes	no	no	yes	Lane closure at stop Light
Applebee's	5	4 x 20'	264	yes	yes		yes/ grass	yes	yes	36" Cap R/C 34" ID additional R/C cost
W.Victoria Gardens Sign	6	4' X 20.5'	270	yes	yes		yes/ grass	yes	yes	36" Cap R/C 34" ID additional R/C cost
E Victoria gardens sign	7		30	yes	yes		yes/ grass	yes	yes	24"CAP R/C
W. of "The Park"	8		30	yes	yes		yes/grass	yes	yes	24" CAP R/C
Circle K	9		30	yes	yes		yes/ grass	yes	yes	24" CAP R/C
ABC	10		30	yes	yes		yes/ grass	yes	yes	24" CAP R/C
Adams Cameron	11		30	yes	yes		yes/ grass	yes	yes	24" CAP R/C
Dahia Café	12		30	yes	yes		yes/ grass	yes	yes	24" CAP R/C
S.Swallow tail	13		30	yes	yes		yes/ grass	yes	yes	24" CAP R/C
McDonald's	14		30	yes	yes		yes/ grass	yes	yes	24" CAP R/C
W.Firestone	15		30	yes	yes		yes/ grass	yes	yes	24" CAP R/C
S.W Corner Nova	16		30	yes	yes		yes/ grass	yes	yes	24" CAP R/C
S.E corner Nova BK	17		30	yes	yes		yes/ grass	yes	yes	24" CAP R/C
3813 Exit Dunn.	18		30	yes	yes		yes/ Sidewalk	yes	yes	24" CAP R/C
Jackson St. Int	19		30	yes	yes	yes	yes / Asphalt	yes	yes	24" CAP R/C, Flaggers
Wendy's	20		30	yes	yes		yes/ grass	yes	yes	24" CAP R/C
840 Dunlawton	21		30	yes	yes	yes	yes / Asphalt	yes	yes	24" CAP R/C, Flagger
804 Dunlawton	22		30	yes	yes		yes / grass	yes	yes	24" CAP R/C
790 Dunlawton	23		30	yes	yes		yes/ grass	yes	yes	24" CAP R/C
Corner of Oak St.	24		30	yes	yes	yes	yes / grass	yes	yes	24" CAP R/C, Flagger
Oak & New Haven	25		30	yes	yes	yes	yes / asphalt	yes	yes	24" CAP R/C, Flagger
# 2 heading East Oak	26		30	yes	yes	yes	yes / asphalt	yes	yes	24" CAP R/C, Flaggers
W corner.Oak & Spruce	27		30	yes	yes	yes	yes / Asphalt	yes	yes	24" CAP R/C, Flaggers
Middle Spruce /Oak	28		30	yes	yes	yes	yes / Asphalt	yes	yes	24" CAP R/C, Flaggers
E. corner Spruce / Oak	29		30	yes	yes		yes/grass	yes	yes	24" CAP R/C, Need flow Control
E. corner Spruce / Oak	30		30	yes	yes		yes / grass	yes	yes	24" CAP R/C / Needs flow control
			1374	29		8	28	29	120	



CITY OF PORT ORANGE

Agreement

RENEWAL FORM

****THIS FORM IS VALID IF EXECUTED PRIOR TO THE ORIGINAL AGREEMENT/CONTRACT EXPIRATION DATE****

Verify your records by providing the following information:

Name of Company/Organization: Danus Utilities, Inc. ("Contractor")

Name of Contact Person: Dan J. Pardus, President

Mailing Address: 2320 Beardall Avenue
Sanford, FL 32771

E-Mail Contact Address: dan@danusutilities.com

Phone: (386) 882-6200

Fax:

☒ Standard Contract for Service CA No. 8193

☐ Piggyback Agreement CA No. _____

☐ Purchase Order No. _____

Renewal Term: From July 18, 2025 To: July 17, 2026

Contractor to Provide to City:

☐ Updated Bond (N/A)

☒ Insurance Certificate/City as additional insured and Waiver of Subrogation for WC

To be completed by the Contractor:

YES ☒ Contractor desires to renew this Agreement for another term at the same price, requirements, specifications, and conditions as provided for above.

NO _____ Contractor does not desire to renew this Agreement for another term.

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

Contractor's Authorized Representative: _____

Signature

Date: 3/12/25

Please return to the City of Port Orange as follows:

Department: Engineering Department

Telephone: (386) 506-5751

Contract: Julia Wiggins, Business Manager

Fax: (386) 756-5370

E-Mail: jwiggins@port-orange.org

For City Use Only:

Department Completes the Following:

☐ Renewal Accepted by the Department

☐ Bond received by the Department OR ☐ Bond not applicable

☐ Insurance Certificate received by the Department OR ☐ Insurance waived by City Manager

City Manager: _____

Date: 4/2/25

Original Signed Form Must Be Returned to the City Clerk Form 13024



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this 18 day of July, 2023, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **DANUS UTILITIES, INC.** ("Contractor"), **DANUS UTILITIES, INC.**, a Florida corporation whose principal address is 2320 Beardall Avenue, Sanford, Florida 32771. The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

(a) The Contractor hereby agrees to provide Sanitary Sewer Manhole Linings, and as more specifically described in Intent to Bid 23-07 ("ITB 23-07"). This Contract together with ITB 23-07, Addendum No. 1, Addendum No. 2, and Contractor's proposal, all of which may be referred to as the "Contract" and all of which are made a part hereof by reference shall constitute the formal written Contract between the City and Contractor. For convenience, Section 3 Scope of Work, Addendum No. 1 and Addendum No. 2 of ITB 23-07, and the Bid Tabulation as submitted by Contractor in Contractor's Proposal are attached hereto as Exhibit "1." A complete copy of ITB 23-07 is available in the Office of the City Clerk. Contractor represents that they are familiar with the documents that make up the Contract, as referenced hereinabove.

(b) The time, manner and place for performance of such services shall be:

Term: This Contract shall become effective on the last date the Contract is signed by the Parties ("Effective Date"). The Contract shall commence upon execution of the Contract by the Parties, and shall continue for a period of two (2) years (the "Term").

Renewals: This Contract may be renewed for three (3) one-year periods, upon written agreement of the Parties, City Manager approval, and budget appropriation.

Manner and Place: The work shall be in accordance with and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances.

Time and Essence: Contractor acknowledges that time is of the essence for this Contract.

Authorization for Services: This Contract standing alone does not authorize the purchase of any goods or services or require the City to place any orders for goods or service. Authorization for the performance of services by the Contractor under this Contract shall be in the form of written Task Authorization(s) ("Task Authorization") issued and executed by the City and signed by the Contractor. A sample Task Authorization is attached hereto as Exhibit "2." Task Authorization(s) may require a Payment and Performance Bond. Task Authorization(s) requiring a Payment and Performance Bond, shall include an Exhibit attaching the required Payment and Performance Bond. The City reserves the right to contract with other parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

2. City Obligations. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "1" attached hereto, subject to a limit not to exceed budget appropriation for the then fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. Contract Documents. The following forms, attached as Exhibit "3" are an integral part of this Contract and must be completed, signed, witnessed and notarized as indicated and returned with the signed Contract:

- (a) Front Page for Bond (F.S. § 255.05)
- (b) Combination Payment and Performance Bond (F.S. § 255.05)

4. Contract Administration. The Engineering Director, Junos Reed, shall perform contract administration of this Contract. The City may change the contract administrator, from time to time and at any time, upon written notice to Contractor. For notice provisions, see the paragraph below entitled "Notice."

5. Liens. Contractor acknowledges that Contractor shall not be entitled to lien the City or other public property.

6. Termination for Convenience of the City

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

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

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

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

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

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

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

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

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 23 of this contract concerning disputes.

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

8. Termination for Default. Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein. In the event of default by the contractor, the City reserves the right to procure the item(s) bid from other sources and holds the bidder responsible for excess costs incurred as a result. City Council may elect to refrain from doing business with the bidder as stipulated in City Code 2-276 Suspension and Disbarment.

9. Examination of Records

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

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

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

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

(a) Keep and maintain public records required by the City to perform the service.

(b) Upon request from the City's custodian of public records, provide the City with a copy of the requested record or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the City.

(d) Upon completion of the Contract, Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt from public records disclosure requirements. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

If Contractor does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Contractor may be subject to penalties under Section 119.0701, Florida Statutes.

CONTRACTOR QUESTIONS RELATING TO CONTRACTOR'S DUTIES TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT MUST BE FORWARDED TO THE OFFICE OF THE CITY CLERK, CITY HALL, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129; TELEPHONE: (386) 506-5563; E-MAIL: CITYCLERK@PORT-ORANGE.ORG.

11. Termination for Non-Appropriation of Funds

(a) If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this contract is entered into, for the purpose of this Contract, then the City may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination.

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

12. Insurance. Contractor shall maintain insurance, as required herein, during the life of this Contract. Contractor shall provide to the City, a certificate of insurance endorsing the City of Port Orange as an additional named insured. All insurance coverages of the Contractor shall be primary and non-contributory. All insurance coverages of the Contractor shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation coverage, the Contractor's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured for workers' compensation. The City shall not accept Workers' Compensation Exemptions. Contractor may use leased employees if the Contractor ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access the jobsite. Any Contractor using a leased employee shall complete the City's Leased Employee Affidavit Exhibit Form. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A-" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Contractor shall not commence work under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing the required insurance. Insurer shall provide the City written notice of cancellation, nonrenewal or any other changes

in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City no later than 10 days after non-payment. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages.

Contractor shall require and ensure each of its subcontractors to maintain, until the completion of the subcontractor's work, insurance of the types and to the limits set forth herein. All insurance coverages shall be primary and non-contributory. All insurance coverages of the subcontractors shall not seek contribution from any other insurance or self-insurance available to the City. The Contractor is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Contractor to ensure the subcontractors maintain the required coverage, shall not relieve the Contractor of any contractual responsibility, obligation or liability.

The City reserves the right to increase insurance coverage as determined for higher risk contracts.

The acceptance by the City of any Certificate of Insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with this Contract and does not waive the insurance required by this Contract.

Should at any time the Contractor or subcontractors not maintain the insurance coverages required herein, the City may terminate the Contract or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract.

<i>Standard Insurance Requirements</i>			
	Insurance	Standards	Additional Requirements
☒	<u>Workers' Compensation</u> The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. The City will not accept elective exemptions. Any contractor using an employee leasing company shall complete the Leased Employee Affidavit (Exhibit A).	<u>Contract Amount</u> Up to \$10 million <u>Limits</u> \$10 - \$20 million Statutory/\$500,000 Contracts over \$20 million To Be Determined by the City. Statutory/\$1,000,000	☐ If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐ If vessels involved, Jones Act coverage with limits of \$500,000 required.
☒	Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$1,000,000 occurrence \$1,000,000 aggregate	☐ When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.

☒	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles.	Limits: Auto Liability Body Injury and Property Damage: \$1,000,000 each occurrence \$1,000,000 aggregate	
Additional Insurance Requirements			
☐	Property Insurance Builders Risk. <u>Additional Coverage:</u>	Limits: Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☐	Professional Liability	Limits: Coverage - \$1,000,000	
☐	Installation Floater (IT)	Limits: Coverage - \$ <u>To be determined.</u>	
☐	Contractor Pollution Liability	Limits: Coverage - \$1,000,000	
☐	Errors and Omissions	Limits: Coverage - \$1,000,000	
☐	Umbrella Policy	Limits: Coverage - \$ <u>To be determined.</u>	
☐	Payment and Performance Bond Required	Limits: Coverage - Equal to amount of Contract.	
☐	City Manager waives Payment and Performance Bond for work under \$25,000.00.		
☐	Unless otherwise required by law, City Manager waives Insurance for FOB goods under \$25,000.00.		

13. A Contract for the purchase of supplies shall be governed by the City of Port Orange Code of Ordinances, as amended, and such supplies shall be deemed "goods," as defined therein.

14. Assignability of Contract. Neither this contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written approval of the City Council.

15. Modifications or Changes to this Contract

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

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

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

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

16. Sovereign Immunity. The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract

to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

17. Warranties. Contractor warrants that (1) the supplies to be provided to the City pursuant to this Contract are fit and sufficient for the purpose intended; (2) the supplies are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship, and (3) the supplies sold to the City pursuant to this Contract conform to the standards required by this Contract.

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

18. Additional Warranties. Contractor further expressly warrants that materials and workmanship are warranted from defect for a one-year period. This is a minimum acceptable warranty.

19. Additional Bond Security. If any surety bond furnished in connection with this Contract becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Contract. Contractor expressly acknowledges that if the work to be performed hereunder is a public work, a Payment and Performance Bond, in accordance with Florida Statutes Section 255.05, in a form acceptable to the City, shall be provided and recorded with the Clerk of Volusia County at Contractors expense.

20. Inspection

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

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

(c) The inspection and test by the City of any supplies or lots thereof does not relieve Contractor from any responsibility regarding defects or other failures to meet the Contract requirements, which may be discovered

prior to acceptance. Except as otherwise provided in this Contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

21. Liability for Loss or Damage.

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

(b) To the fullest extent permitted by law, in addition to the express duty to indemnify City when there is any causal connection between Contractor's work and any injury, loss, damage, death or property damage, Contractor expressly undertakes a duty to defend City as a separate duty, independent of and broader than the duty to indemnify. The duty to defend agreed to by Contractor hereby expressly include all costs of litigation, attorney's fees, settlement costs and reasonable expenses in connection with the litigation, whether or not the claims made for loss, injury, damage or property damage are valid or groundless and regardless of whether the defense of City is maintained by the City or assumed by Contractor as long as the claims made could be causally connected to Contractor as reasonable determined by City.

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

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

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

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

21. E-Verify. Contractor 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 Contractor during the term of this Contract and shall expressly require any sub-contractors performing services pursuant to this 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 sub-contractor during the term of this Contract.

22. Disputes. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Agreement. The decision by the City Manager shall be final and binding unless, within five (5) business days from the date of delivery of the decision of the City Manager, appeal is made to the City Council in writing and delivered to the City Clerk, Robin L. Fenwick, MMC. The decision

of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence.

23. Force Majeure. Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force Majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

24. Controlling Law. **THIS AGREEMENT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE AGREEMENT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.**

25. Additional Provisions. This Contract includes all additional provisions as may have been outlined in written quotes and purchase orders and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work. In the event of a conflict between any attachments or exhibits to this Contract, and this Contract, the language of this Contract shall control.

26. Integration. This Contract and the documents incorporated herein by reference shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

27. Notice. For purposes of this agreement, notices shall be sent as follows:

City:	City of Port Orange Attention: City Manager 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5501
Copy to:	City of Port Orange Attention: Junos Reed, Engineering Director 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5751
Contractor:	Danus Utilities, Inc. Attention: Dan J. Pardus, President 2320 Beardall Avenue Sanford, Florida 32771 (386) 882-6200 – Telephone Raymond@danusutilities.com

P.O. Box 291671

Port Orange, Florida 32129

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

28. Contract Construction

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

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

Remainder of page intentionally left blank

Witnesses:

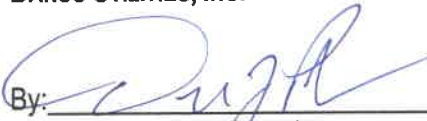


Printed Name: Preston Pardus



Printed Name: Andrew Darling

DANUS UTILITIES, INC.

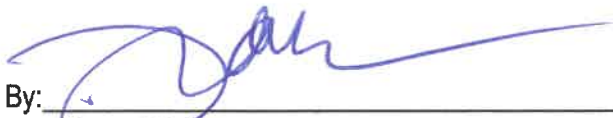


By: Dan J. Pardus, President

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

Date: July 5, 2023

CITY OF PORT ORANGE

By: 
Donald O. Burnette, Mayor

Date: 7/18/2023



ATTEST:

By: 
Robin L. Fenwick, MMC, City Clerk

Date: 7/18/2023

EXHIBIT “1”

**Contractor's Quote, Scope of Services, Addendum No. 1,
and Addendum No. 2 of ITB 23-07**

Consisting of 11 Pages

REVISED (ATTACHMENT 1) SCHEDULE OF UNIT PRICING

CITY OF PORT ORANGE

ITB #23-07

SANITARY SEWER MANHOLE LINING

Completed REVISED (Attachment 1) Schedule of Unit Pricing MUST be included with Bid Submission

Estimated quantities of work provided on REVISED (Attachment 1) Schedule of Unit Pricing are for establishing the unit price per bid item. The City does not guarantee the amount of work to be done under this contract.

Bidders are required to complete all fields shaded in green.

NAME OF BUSINESS: Danus Utilities, Inc.

CONTACT PERSON: Robert Brown

EMAIL ADDRESS: robert@danusutilities.com

AUTHORIZED NAME: Daniel J. Pardus

AUTHORIZED SIGNATURE: 

STATE OF FLORIDA GC/CUC #: 27-0404772

ITEM #	DESCRIPTION	UNIT	ESTIMATED QUANTITIES	UNIT PRICE	EXTENDED PRICE
GENERAL					
1	Mobilization	EA	4	\$1,000.00	\$4,000.00
2	FDOT Maintenance of Traffic (Index 102-602)	Day	1	\$450.00	\$450.00
3	FDOT Maintenance of Traffic (Index 102-603)	Day	1	\$925.00	\$925.00
4	FDOT Maintenance of Traffic (Index 102-813)	Day	1	\$750.00	\$750.00
TOTAL GENERAL LINE ITEMS (1-4)					\$6,125.00
CONSTRUCTION					
1	Lining of Manholes/Wet Wells using Raven 405 Epoxy Lining System	SF	20000	\$37.00	\$740,000.00
2	Cementitious Build Back of Existing Manhole/Wet Well Structure with Minimal Deterioration Up to 2" Thick	SF	1000	\$5.00	\$5,000.00
3	Cementitious Build Back of Existing Manhole/Wet Well Structure with Severe Deterioration Up to 4" Thick	SF	500	\$9.00	\$4,500.00
4	Chemical Grout to Stop Ground Water Infiltration per Tube of AV202 Multi-grout	EA	15	\$125.00	\$1,875.00
5	Chemical Grout to Stop Ground Water Infiltration (Heavy)	Gal	5	\$475.00	\$2,375.00
6	Lining of Manholes/Wet Wells using Cured In Place Lining System - Single Layer	SF	200	\$40.00	\$8,000.00
7	Lining of Manholes/Wet Wells using Cured In Place Lining System - Multiple Layers	SF	200	\$41.00	\$8,200.00
8	Replacement of Manhole Ring and Cover in Grass (using Cast Iron R&C)	EA	25	\$1,350.00	\$33,750.00
9	Replacement of Manhole Ring and Cover in Grass (using CAPP HDPE R&C)	EA	25	\$2,250.00	\$56,250.00
10	Replacement of Manhole Ring and Cover in Pavement (using Cast Iron R&C)	EA	50	\$1,750.00	\$87,500.00
11	Replacement of Manhole Ring and Cover in Pavement (using CAPP HDPE R&C)	EA	15	\$2,650.00	\$39,750.00
12	Salvaging Manhole Ring and Cover	EA	25	\$1.00	\$25.00
13	Raising of Manhole Ring and Cover 1'-6" when replacing Ring and Cover	EA	10	\$150.00	\$1,500.00
14	Raising of Manhole Ring and Cover 7'-12" when replacing Ring and Cover	EA	5	\$300.00	\$1,500.00
15	Inflow Dish HDPE	EA	25	\$100.00	\$2,500.00
16	Inflow Dish Stainless Steel	EA	25	\$225.00	\$5,625.00
17	Chimney Seal	EA	15	\$400.00	\$6,000.00
18	Manholes Lacking Benches and Inverts	EA	25	\$750.00	\$18,750.00
19	Asphalt Patch up to 7'x7'x1.5" thick w/ Road Base	LS	30	\$1,750.00	\$52,500.00
20	Vector Vacuum Truck (disposal not included)	HR	4	\$375.00	\$1,500.00
TOTAL CONSTRUCTION LINE ITEMS (1-20)					\$1,077,100.00
Grand Total - GENERAL & CONSTRUCTION LINE ITEMS					\$1,083,225.00

SECTION 3 – SCOPE OF WORK

A.1 SCOPE

It is the intent of this Specification to cover all aspects of rehabilitation of manholes and wet wells including types of repairs, methods of repair, materials, and equipment.

Sanitary sewer manhole lining covers the following type of repairs:

- A. Lining and sealing of sanitary manholes and wet wells.
- B. Replacement of manhole ring and cover.
- C. Raising of existing manhole ring and cover to existing or above grade.
- D. Manhole Inflow Dish.
- E. Manhole Chimney Seal.

A.2 LINING OF MANHOLES USING URETHANE/EPOXY-BASED LINING

- A. A Project Manager or Project Supervisor, representing the Contractor shall always be present while work is being performed by either the Contractor or Subcontractors.
- B. General: The work consists of applying with a brush, roller, airless or air-assisted spray a urethane/epoxy-based material to the walls, inverts, and benches of manholes and wet wells, resulting in a monolithic liner of a minimum 1/4 inches (250 mils) in thickness or more, as determined by the manufacturer for the specific depth and water table. Greater urethane/epoxy-based line thicknesses may be required on specified structures as directed by the city. The applicator shall furnish all labor, equipment, and materials for installing the lining over pre-cast concrete, concrete block, masonry brick manholes or other structures exposed to a sanitary sewer environment, new or used, using approved equipment. The installation shall be in accordance with the following Contract Specifications along with manufacturer's recommendations.
- C. Materials
 - 1. Mixture: A proprietary urethane/epoxy-based material specifically designed for manhole applications shall be Raven 405 as manufactured by Raven Lining Systems or City Engineer approved equal. The product shall be corrosion resistant to the ingredient of the sanitary sewer environment and shall be designed to bond to wet (not running) surfaces.
 - 2. Water: Shall be clean and potable.
 - 3. Other Materials: No material shall be used with or added to mixture without prior approval by the City Engineer.
- D. Properties
 - 1. Physical:
 - a. Tensile stress, ASTM D-638 - 7,600 psi
 - b. Tensile Ultimate Elongation ASTM D638 – 1.5%
 - c. Compressive Strength ASTMD 695 – 18,000 psi
 - d. Flexural strength, ASTM D-790 – 13,000 psi
 - e. Flexural modulus, ASTM D-790 – 550,000 psi

2. Liner Mix shall be made with manufacturer's recommendations for manhole applications.

E. Application

1. Preparation:

- a. Place covers over invert before prepping.
- b. All foreign materials shall be removed from the manhole walls and bench using high-pressure water spray (minimum 5,500 psi). loose and protruding brick, mortar and concrete shall be removed using a mason's hammer and chisel. All non-leaking voids shall be filled with non-shrink cement-based material containing hydraulic cement, as approved and directed by the city.
- c. Active leaks shall be stopped using products specifically for that purpose and according to manufacturer's recommendations. Chemical Grouting with Avanti 202 or approved equal shall be used to cease inflow into manholes.
- d. Excessively leaking manholes shall be drilled through the manhole wall and injected with grout sealant. Payment for this item of work shall be at the unit price bid only if normal active leak stoppage methods are not effective and said work is approved by the city.
- e. All loose material shall be removed following the completion of preparation work.
- f. The sanitary sewer flow shall be diverted as necessary to perform the required manhole rehabilitation.

2. Spray Application of the Liner:

- a. Prior to spraying, surfaces to be rehabilitated shall be damp without noticeable free water droplets or running water. Material shall be spray applied to a minimum uniform thickness to ensure that all voids and crevices are filled smooth.
- b. The application of the liner shall provide a monolithic liner having a minimum total average thickness of 250 mils (0.25 inches) or thicker as directed by the city. The finished liner shall have an equal total average thickness throughout the structure to be rehabilitated. If the manufacturer's recommendations require a greater minimum total average thickness due to hydrostatic loading caused by the water table, the manufacturer's recommendations shall control. The liner shall be applied to the invert, bench, vertical walls, cone section, and all other surfaces made of brick, tile, pre-cast concrete, or concrete block within the structure's interior. Within rehabilitated manholes, the invert and bench shall be smooth and sloped in the direction of the flow. The manhole bench shall have a gradual slope to the invert. The invert transition to the pipe shall be smooth and shall not impair the flow.
- c. No application shall be made when ambient temperatures are less than 40°F and when freezing is expected within 24 hours unless specific recommendations are made by the manufacturer.
- d. A minimum of 30 minutes cure time or more as required by the product manufacturer shall be allowed before returning to active flow.

F Payment

1. Payment for the lining of manholes and wet wells with Urethane/Epoxy-Based spray lining application will be per square foot of surface area lined and shall include any cost associated with the installation of the liner as outlined in this section.

A.3 LINING OF MANHOLES USING CURED-IN-PLACE LINING SYSTEMS

Manholes constructed with brick or tile which are structurally compromised as determined by the City or Engineer will be repaired using a cured-in-place lining system.

- A. A Project Manager or Project Supervisor, representing the Contractor shall always be present while work is being performed by either the Contractor or Subcontractors.
- B. General: The work consists of installing a resin impregnated custom fabricated liner by means of air inflation into an existing manhole, wet well, pump station, or catch basin. The liner is installed from the top of the casting to the top of the channel which includes shim rings, casting chimney interface, chimney, cone, wall and bench. The channel can be included as directed by the owner. When cured, the liner will provide a durable monolithic chemical resistant barrier that will protect the existing substrate from further deterioration. The finished liner will also stop any water from either entering or exiting from the lined surfaces of the original substrate.

C. Materials

The Liner shall be composed in one of the following two configurations.

1. Single Layer - Non-Porous Membrane
 - i. Non-Porous Membrane is to be a gas and liquid impermeable membrane of special non-porous materials with felt mechanically embedded on both sides. Membrane is to be custom fabricated to fit to the inside dimensions of each structure.
2. Multiple Layers - Non-Porous Membrane and fiberglass.
 - i. Non-Porous Membrane is to be a gas and liquid impermeable membrane of special non-porous materials with felt mechanically embedded on both sides. Membrane is to be custom fabricated to fit to the inside dimensions of each structure.
 - ii. Fiberglass shall be a coated woven roving style to allow for resin adherence. The weight of the fiberglass and number of layers required shall be based on the manufactured published data and the stamped design for minimum wall thickness.
3. RESIN SYSTEM
 - i. Resin shall be 100% solids epoxy formulated to withstand a typical domestic wastewater sewer system including high sulfide areas near force mains and wet wells. The resin must be compatible with both the non-porous membrane and the fiberglass. The resin must have a minimum of 250psi bond strength to wet or dry brick and concrete surfaces.

D. PREPARATORY PROCEDURES

1. PH of the original substrate shall be determined.
2. Contractor will perform preliminary cleaning of the structure with high-pressure water-blasting at a minimum of 4000psi and 4gpm to obtain the desired concrete surface profile (CSP) of 3 or greater.
3. If the desired CSP is not achieved by high-pressure water-blasting other methods of obtaining the surface profile such as abrasive blasting and acid etching shall be used.
4. The Contractor shall remove all the existing manhole steps. The metal portion of all steps will be removed to within ½" of the manhole interior wall surface. The remaining protruding metal portion of the step shall be covered with a cementitious material to provide a smooth surface on and around the protrusion for the liner to bond.
5. All open joints, voids, holes, cracks, and missing bricks larger than 3 inches in diameter or equivalent shall be patched with a cementitious material to provide a smooth surface for the liner to bond. All loose, cracked or disintegrated material shall be removed from the area to be patched exposing a sound substrate. The cementitious patch material shall be allowed to cure according to the manufacturer's specifications before continuing with the Liner installation process.
6. Bench shall be sloped so that water will flow back into channel.
7. All active water leakage shall be stopped for a minimum of 30 minutes prior to installation to allow time to insert and pressurize the Liner. This prevents resin washout and allows proper curing and bonding. Leaks may be stopped with fast setting cement or chemical grout injection.
8. When the channel is required to be lined the Contractor shall plug the inlet pipe, inspect for infiltration leaks around the inlet and outlet pipes and in the channel. All leaks present shall be stopped using chemical grout injection and/or using fast-setting cement.
9. Contractor shall remove any incoming pipes to within 2 inches of the wall. The pipe outside circumference shall be cemented with an approximate 60° taper, forming a fillet between the structure wall and the pipe making a smooth transition for the liner to bond.
10. The final prepared surface shall have a concrete surface profile of 3 or greater and have a smooth uniform appearance.
11. After the above-mentioned procedures the surface shall be cleaned with degreaser or other solvents, as needed, to remove any film, grease, loose patching material, chemical grout or residue on the surface. Structure shall then be pressure rinsed with water.

E. GENERAL INSTALLATION PROCESS

1. Contractor shall verify that the liner intended for the structure matches the dimensions of the structure by measuring the dimensions of the structure and the liner prior to installation.
2. All resin intended for the liner shall be mixed properly.
3. Contractor shall apply mixed resin evenly onto both the inside and outside of the entire liner with rollers. There shall be no white spots (dry Liner) on either side of the Liner including seams and bottom disk(s). Areas of heavily saturated resin shall be spread out to cover areas that are deficient of resin.
4. Liner can be installed to include or omit the structure channel depending upon the intention of the owner.

5. For Liner installation that does not include the channel, a temporary subfloor shall be constructed to keep liner from inflating into the channel and to allow the sewer to flow unobstructed without bypass pumping. A saturated bottom disk or disks are installed onto the subfloor, bench, and up the wall about 6 inches.
6. For channel lining the incoming and outgoing pipes are plugged. This may require bypass pumping. Two or more bottom disks are placed into the channel, onto the bench, and 6 inches up the wall.
7. Resin saturated Liner is lowered into the structure and positioned properly to line up any offsets.
8. Liner is pressurized with air or water to a minimum of 3psi or liner manufactures minimum pressure. Contractor shall verify proper position of the liner from the inspection portal located on the installation canister. If Liner is not positioned properly the Liner can be raised, lowered or rotated to desired position. In some cases, it may be necessary to enter the structure to hand position portions of the liner.
9. The liner is cured with steam, hot water, or ambiently. Cure times vary according to, cure method, Liner thickness, structure size, ambient temperatures, and resin formulation. Typically, curing takes about an hour with steam. Contractor may use the exposed portion of the Liner above the frame as an indicator. When steam is used, a cool down period is needed equaling about 25% of cure time.
10. Liner shall be cut and trimmed to allow for all incoming and outgoing pipe to flow without obstruction. If channel is unlined the subfloor shall be removed.
11. All cut edges shall be sealed with an epoxy mastic material that is compatible with the Liner System.

F. FINISHED LINER

1. The finished Cured-In-Place (CIP) Liner System shall be continuous over the entire length of the structure from the cover seat to the top of the channel or shall include the channel as required. The Liner shall be smooth with minimal wrinkling.
2. Liner shall be bonded to the structure, as required by design, and in such a way as to not allow any water to flow behind the liner and enter back into the waste stream.

G. PAYMENT

1. Payment for the lining of manholes and wet wells with Cured-in-Place Lining System will be per square foot of surface area lined and shall include any cost associated with the installation of the liner as outlined in this section.

A.4 REPLACEMENT OF MANHOLE RING AND COVER

A. General: This section deals with the replacement of existing manhole rings and covers when new manhole rings and covers are required.

1. New Manhole Ring and Cover: Existing manhole ring and covers shall be cleaned and reinstalled where directed by the City. Where required, the existing manhole ring and cover shall be removed and salvaged, and a new manhole ring and cover installed and adjusted by the Contractor as directed by the City. Removing and replacement of pavement shall conform to the City Standards.
2. New manhole rings and covers shall be provided by the Contractor. The Contractor shall confirm the desired manhole ring and cover model, design, and markings with the City prior to ordering. Rings and covers shall be made of clean, even grain, cast

iron or CAP HDPE. The quality of iron in the castings shall conform to the current ASTM Specification A-48 for Class 30 iron Castings. The castings shall be smooth, true to pattern and free from projections, sand holes or defects. The portion of the ring and cover which forms the cover seat shall be machined so that no rocking of the cover is possible.

3. For HDPE R&C the material shall be a compression-molded, fiber reinforced thermoset composite and shall pass an accelerated weathering test exposing UV and water spray per ASTM G154. Frames and covers shall be capable of withstanding AASHTO M306: Proof Testing H-20/25 with Ultimate Load above 90,000 lbs (9" x 9" platen). Covers must weigh at least 70 lbs. Frames must weigh at least 40 lbs. The space between cover outside diameter and frame wall inside diameter shall be less than ¼" total (less than 1/8" per side). Exposed locks, nuts, bolts, hooks, and other metallic attachments must be 316 Stainless Steel – Austenite. Locks must be independent of the lift-point on the cover. Covers must be detectable with standard metal detectors. Both the cover and frame must be marked with permanent molded detail forming the text and logos from the composite substrate (rather than surface decals, veils, paint, inks, dyes, markers) including the following: 1) Made In USA, 2) Manufacturing Date, 3) Molder Name, 4) Load Rating, 5) Logos per Utility Drawings, and 6) non-metallic indication. Covers and Frames shall be molded by the same manufacturer and as detailed in drawings. Gaskets shall be bonded to the frame continuously at the interface with the cover to reduce wear, shock, noise, malodors and infiltration. Gaskets must be EPDM or Neoprene. Molded frame material dimensions must exceed 0.5 inches thick: e.g. walls, flanges, wall supports, and cover ledge supports. Flanges must extend at least 2 inches outward from the outside of the vertical wall. Anchor holes must be molded into the flange. All covers and frames shall be molded, assembled, and tested in the USA.
4. All HDPE manhole ring and covers shall be manufactured by Composite Access Products (CAP) or city approved equal.
5. On paved streets, the ring and cover shall be set flush with the finished grade and in the plane of the paved surface. In other locations, they shall be set to the grades determined in the field by the City.

A.5 SALVAGING MANHOLE RING AND COVER

All existing undamaged manhole rings and covers removed from the manholes shall be considered as salvaged rings and covers. These salvaged rings and covers shall always remain the property of the City after removal and delivered to the City.

Reasonable care shall be exercised to prevent unnecessary damage to the salvaged rings and covers.

The Contractor shall, upon removal of ring and cover, remove all grout from the salvaged ring and cover. The cover shall then be tied to the ring using a minimum of two (2) or more pieces of six (6) gauge wire and provided to the City.

A.6 RAISING OF EXISTING MANHOLE RING AND COVER

Existing manholes below grade shall be raised to grade using either a cast iron riser ring, concrete "donut" riser, or manhole riser section as directed by an Engineer or the City. When adjusting with brick, a maximum of 16 inches adjustment will be allowed. The mortar shall be troweled to a smooth finish.

A.7 INFLOW DISH

An inflow dish shall be installed when required by the Engineer or the City in specified manholes to prevent excessive rainwater from entering the manhole cover. Inflow dishes shall be "Rainstopper" type or an Engineer-approved equal. Inflow dishes and components shall be manufactured of material resistant to corrosion from atmospheres containing hydrogen sulfide and dilute sulfuric acid. The inflow dish shall allow venting of sewer gasses. The inflow dish shall be constructed HDEP material or 316 stainless steel and shall be anchored to the manhole by a tether. Installation shall be in accordance with the manufacturer's recommendations and shall not impede the proper seating of the manhole cover.

A.8 CHIMNEY SEAL

A chimney seal shall be installed when required by an Engineer or the City in specified new or existing manholes to stop inflow in the chimney area. Chimney seals shall be "Flex-Seal" as manufactured by Sealing Systems, Inc., or "Ring Seal" as manufactured by Southwestern Packing and Seals, Inc. or "Internal Manhole Chimney Seal" as manufactured by Cretex Specialty Products. The chimney seal shall be secured to the manhole cone and the cover ring. The chimney seal shall have a design life of at least 25 years. The chimney seal shall be installed in the manhole in accordance with the manufacturer's recommendations.

A.9 MANHOLES LACKING BENCHES AND INVERTS

Manholes lacking benches and invert shall require building of the bench and invert prior to performing any rehabilitation. Measurement and payment shall be determined by the cubic yards of concrete used to complete the bench and invert.

A.10 WARRANTY

All lining installations shall be warranted to be free from defects in materials and workmanship for a period of five (5) years from the date of project acceptance. Should a defect occur during this five (5) year period that is attributable to the lining installation or materials, then this defect shall be repaired within four (4) weeks from the date of defect notification to the contractor at no additional cost to the City.

The Contractor shall be responsible for all required repair costs associated with a lining failure during the warranty period including all cost associated with backups and all other property damage.

END OF SECTION



CITY OF PORT ORANGE

PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5717
purchdiv@port-orange.org

ADDENDUM #1

May 25, 2023

ITB #23-07 SANITARY SEWER MANHOLE LINING

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated May 10, 2023 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

NEW BID OPENING DATE

The bid opening date of June 7, 2023 at 2:30 p.m. is hereby changed to June 14, 2023 at 2:30 p.m.

A. CHANGES TO SPECIFICATIONS:

None

B. CLARIFICATIONS:

None

C. QUESTIONS & ANSWERS:

None

In all other respects, except as specifically stated herein, the subject ITB #23-07 SANITARY SEWER MANHOLE LINING remains unchanged.

END OF ADDENDUM #1



CITY OF PORT ORANGE

PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5717
purchdiv@port-orange.org

ADDENDUM #2

June 7, 2023

ITB #23-07 SANITARY SEWER MANHOLE LINING

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated May 10, 2023 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

A. CHANGES TO SPECIFICATIONS:

None

B. CLARIFICATIONS:

The City of Port Orange has standardized to Raven Lining system for the rehabilitation of sanitary manholes.

C. REVISED (ATTACHMENT1) SCHEDULE OF UNIT PRICING

Bidders are advised they must complete **REVISED (Attachment1) Schedule of Unit Pricing**. If Bidder does not complete and include with bid submittal **REVISED (Attachment1) Schedule of Unit Pricing**, their bid will be deemed non-responsive. **REVISED (Attachment1) Schedule of Unit Pricing** is posted as a separate document on DemandStar and the City of Port Orange Purchasing Web page at <https://www.port-orange.org/bids.aspx>.

D. QUESTIONS & ANSWERS:

- 1) Engineered Coatings Solutions, LLC provides rehabilitation and specialty coatings for water/wastewater systems. We would like our products to be considered as equal for this solicitation.

Answer: This is not an approved product.

- 2) Is Sewpercoat or Strong Seal an approved equal for the above referenced project.

Answer: This is not an approved product.

- 3) GML Coatings (Green Monster) is requesting to be an approved material for the manhole and wet well rehabilitation.

Answer: This is not an approved product.

- 4) Nukote Coating Systems saw that Cementitious and Cement Mortar Lining were included as methods or rehab for Manholes and Wet Wells. Would the City of Port Orange be open to include a Fully Structural Spray Applied Liner on this project as an alternate? Nukote manufactures an Anti-Corrosive, Semi-Structural and Fully Structural Spray Applied Lining System to rehabilitate Water Structures.

Answer: This is not an approved product.

5) Will you accept Tnemec Epoxytec CPP Sprayliner MH for this Project?

Answer: This is not an approved product.

6) Will it be required to present a number for every line on the Schedule of Unit Pricing?

Answer: Yes, all costs must be provided for all items on the Revised (Attachment 1) Schedule of Unit Pricing.

7) Will the lines for the CIPM need to be complete if the line for the Epoxy coating is complete?

Answer: All costs must be provided for all items on the Revised (Attachment 1) Schedule of Unit Pricing.

8) Will it be the City's intention to use both types of coating or will the City decide to use one instead of the other?

Answer: The City will use both types, depending on the condition of the manhole being lined.

9) Is there a Pay Item for Maintenance of Traffic if we need to close a turn lane or multi lane where flaggers are not required if there is no shoulder to park trucks and equipment on which would essentially be "Standard Plans 102-613"?

Answer: Please see Item #4 on the Revised (Attachment 1) Schedule of Unit Pricing.

In all other respects, except as specifically stated herein, the subject ITB #23-07 SANITARY SEWER MANHOLE LINING remains unchanged.

END OF ADDENDUM #2

EXHIBIT “2”

Task Authorization Example

Consisting of 3 Pages

TASK AUTHORIZATION NO. [REDACTED]
Standard Contract for Services dated [REDACTED]
Between the City of Port Orange, Florida and [REDACTED]

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and [REDACTED], a [REDACTED] corporation with its principal place of business at [REDACTED] ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Standard Contract for Services dated [REDACTED], and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.
2. In addition to all other terms and conditions contained in the Contract, Contractor shall provide services relating to [REDACTED] as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "1."
3. Contractor shall complete the services to be provided herein within [REDACTED] days of the date of written notice by the City to the Contractor.
4. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "[REDACTED]" attached hereto and made a part hereof for all purposes, subject to a limit not to exceed \$[REDACTED]. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.
5. Contractor shall provide a 100% Combination Payment and Performance Bond in accordance with Florida Statutes Section 255.05, including the Front Page and Certificate for Filing in Public Records, in a form substantially similar to the forms attached hereto as Task Authorization Exhibit "[REDACTED]," and acceptable to the Port Orange City Attorney, and recorded with the Clerk of Volusia County at Contractor's expense. A separate bond shall be provided from the Surety which identifies and covers the scope of work for the project stated in this Task Authorization along with all other provisions of this Task Authorization with the penal sum of such bond being not less than the contract sum described in this Task Authorization. If any surety bond furnished in connection with this Task Authorization becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Task Authorization No. [REDACTED].
6. This Task Authorization may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Task Authorization shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Task Authorization.

IN WITNESS WHEREOF, the Parties have made and executed this Task Authorization for the purposes herein expressed on the dates set forth below.

Witnesses:



Printed Name: _____ By: _____
Printed Name: _____ Printed Name: _____
Title: _____

Printed Name: _____ Date: _____

CITY OF PORT ORANGE

By: _____
Wayne Clerk, City Manager OR
Donald O. Burnette, Mayor

Date: _____

ATTEST:

By: _____
Robin L. Fenwick, MMC, City Clerk

Date: _____

EXHIBIT "3"

Payment and Performance Bond

Consisting of 3 Pages

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

PAYMENT AND PERFORMANCE BOND

(Public Works)

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

BOND NO. _____

PRINCIPAL:

Developer or Contractor: Danus Utilities, Inc.
Principal Business Address: 2320 Beardall Avenue
Sanford, Florida 32771
Contact Person: Dan J. Pardus, President
Phone Number: (386) 233-5588

SURETY:

Address: _____

Contact Person: _____
Phone Number: _____

OWNER:

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

Amount: \$ _____ **City Project Number: ITB 23-07 Sanitary Sewer Manhole Lining**

Description of Work: Sanitary Sewer Manhole Lining

Project Location: _____ Port Orange, Volusia County, Florida

Legal Description: _____ Port Orange, Volusia County, Florida

Front Page

All other pages are subsequent to this page regardless of any numbers that may be printed thereon.

Danus Utilities, Inc.

ITB 23-07 Sanitary Sewer Manhole Lining

Bond No. _____

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

per Section 255.05, Florida Statutes
Guaranty for Construction of Public Improvements

BY THIS BOND, We, **Danus Utilities, Inc.**, as Principal, and _____, a corporation, as Surety, are bound to **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of _____ AND ___/100 DOLLARS (\$_____), for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain Standard Contract for Services, having an effective date of _____, entered into by and between the Principal and the City, for Sanitary Sewer Manhole Lining, hereinafter referred to as the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and
3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract documents; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Notice of Nonpayment and Time Limitations

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

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

IN WITNESS WHEREOF, this performance and payment bond is executed and shall be deemed an original, this _____, day of _____, 20__.

Attest:

DANUS UTILITIES, INC.
(Principal)

(As to Corporate Principal) Secretary

By: _____
Dan J. Pardus, President

(Witness to Principal)

(Corporate Seal)

(Surety)

(Witness to Surety)

By: _____
Name: _____
(Attorney-in-Fact)

(Corporate Seal)

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

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

HUMAN TRAFFICKING AFFIDAVIT
(SECTION 787.06, FLORIDA STATUTES)

STATE OF FLORIDA §
§
COUNTY OF SEMINOLE §

The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), after being duly sworn, hereby attests as follows:

1. My name is DAN J PARDUS. I am over the age of Twenty-one years old. I am the President of DAVUS UTILITIES INC, a non-governmental entity which does business in the State of Florida, hereinafter called the "Entity."
(Title) (Business Name)
2. I have personal knowledge of each and every statement of fact contained herein, and each and every statement of fact is true and correct.
3. Entity does not use coercion, as defined in Section 787.06, Florida Statutes, for labor or services.
4. The undersigned is an officer or representative of the entity and is authorized to execute this affidavit on behalf of the Entity.
5. Under penalties of perjury, I declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated herein are true.

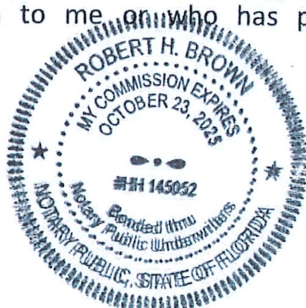
Further Affiant sayeth not.

Date: 3/12, 20 25

Signed: [Signature]
Print Name: DAN J PARDUS
Title: President

SUBSCRIBED AND SWORN before me by means of ☒ physical presence or ☐ online notarization on the 12 day of MARCH, 20 25 by DANIEL J PARDUS as President on behalf of DAVUS UTILITIES, INC. who is personally known to me or who has produced Personally Known as identification.

(Notary Seal)



[Signature]
Notary Public, State of FLORIDA
Printed name, commission and expiration of commission term

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/24/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown Insurance Services, Inc. P.O. Box 2412 Daytona Beach FL 32115-2412	CONTACT NAME: Melissa Doughty CPSR PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: Melissa.Doughty@bbrown.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: FCCI Insurance Company</td> <td>10178</td> </tr> <tr> <td>INSURER B: Federal Insurance Company</td> <td>20281</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: FCCI Insurance Company	10178	INSURER B: Federal Insurance Company	20281	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															
INSURED Danus Utilities, Inc 4133 Saddle Club Dr New Smyrna Beach FL 32168															

COVERAGES**CERTIFICATE NUMBER:** CL2662415678**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. *LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. ***Not Applicable in WY**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	Y		GL10011094000	07/02/2026	07/02/2027	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	☒ Contractual Liability						MED EXP (Any one person) \$ 5,000
	☒ XCU Included						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:						GENERAL AGGREGATE \$ 2,000,000
A	AUTOMOBILE LIABILITY			CA10011093600	07/02/2026	07/02/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	☐						PIP-Basic \$ 10,000
A	☒ UMBRELLA LIAB			UMB10011094400	07/02/2026	07/02/2027	EACH OCCURRENCE \$ 1,000,000
	☐ EXCESS LIAB						AGGREGATE \$ 1,000,000
	☐ DED ☒ RETENTION \$ 10,000						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y / N	N / A	WC010011094300	07/02/2026	07/02/2027	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Rented/Leased Equipment			45471710	06/24/2026	06/24/2027	Limit \$350,000 Deductible \$1,000

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

Re: RFB 23-085 Sanitary Sewer Manhole, Vault, and Lift Station rehabilitation

City of Port Orange is included as an Additional Insured for General Liability and Automobile Liability with respects to operations of the Named Insured and as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Port Orange 1000 City Center Circle Port Orange FL 32129	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 7/21/2026

SUBJECT: (B6c) Approval of a Contract with Diamond Turf LLC for Installation of an Artificial Tee Line

DEPARTMENT: Parks & Recreation

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve a contract with Diamond Turf LLC for installation of an artificial tee line for an amount not to exceed \$34,505.76 and authorize the Mayor and City Clerk to execute all associated documents.

SUMMARY: Staff sent out a Request for Quote (RFQ) on 5/27/26 for installation of an artificial Tee Line at Cypress Head Golf Course and received one responsive bid. The scope of work consists of sod removal, complete installation of an artificial tee line and paver surround, secure integration into the surrounding turf system, and base. The project is required to be completed no later than 60 days from notice to proceed. The project is not to exceed \$34,505.76. The project is budgeted in FY26 Golf Course Capital Outlay.



Location map for the artificial tee line.



Example of an artificial tee line.

PRESENTER: Susan Lovallo

ATTACHMENTS:

1.	Diamond Turf Standard Contract for Services w exhibit	Diamond Turf Standard Contract for Services w exhibit.pdf
2.	RFQ PR-08	RFQ PR-08.pdf
3.	RFQ PR-08 Addendum #1	RFQ PR-08 Addendum #1.pdf
4.	RFQ PR-08 Addendum #2	RFQ PR-08 Addendum #2.pdf
5.	estimate 2897	estimate 2897.pdf
6.	City of Port Orange Request for Quote	City of Port Orange Request for Quote.pdf
7.	Sunbiz - Diamond Turf	Sunbiz - Diamond Turf.pdf
8.	Human Traff Afid	Human Traff Afid.pdf

Jennifer Cox
Susan Lovallo
Sue Wang
Matthew Jones
Wayne Clark

Created/Initiated - 06/17/2026
Approved - 06/29/2026
Approved - 06/30/2026
Approved - 07/16/2026
Final Approval - 07/16/2026



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 20____, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **DIAMOND TURF, LLC** ("Contractor"), a Florida limited liability company, whose principal address is 1430 9th Avenue East, Bradenton, Florida 34208. The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

(a) The Contractor hereby agrees to provide for the installation of an artificial Tee Line at Cypress Head Golf Course, pursuant to Request for Quote PR-08 ("RFQ PR-08") and any addenda thereto. This Contract together with RFQ PR-08, Addendum No. 1, Addendum No. 2, and the Contractor's proposal, all of which may be referred to as the "Contract" and all of which are made a part hereof by reference shall constitute the formal written Contract between the City and Contractor. For convenience, Specifications, Addendum No.1 and Addendum No. 2, and Contractor's Estimate #2897 ("Contractor's Proposal") are attached hereto as **Exhibit "1"**. A complete copy of which is available in the Office of the City Clerk. Contractor represents that they are familiar with the documents that make up the Contract, as referenced hereinabove.

(b) The time, manner and place for performance of such services shall be:

Term: This Contract shall become effective on the last date the Contract is signed by the Parties. Work shall be complete on or before September 30, 2026 (the "Term").

Manner and Place: The work shall be in accordance with and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances.

Time and Essence: Contractor acknowledges that time is of the essence for this Contract.

Authorization for Services: This Contract standing alone does not authorize the purchase of any goods or services or require the City to place any orders for goods or service. Authorization for the performance of services by the Contractor under this Contract shall be in the form of written Notice to Proceed issued and executed by the City and signed by the Contractor and a written Purchase Order. The City reserves the right to contract with other parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

2. City Obligations. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "1" attached hereto, subject to a limit not to exceed Thirty-Four Thousand Five Hundred Five and 76/100 Dollars (\$34,505.76). All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. Contract Administration. Susan Lovallo, Parks and Recreation Director, shall perform contract administration of this Contract. The City may change the contract administrator, from time to time and at any time, upon written notice to Contractor. For notice provisions, see the paragraph below entitled "Notice."

4. Liens. Contractor acknowledges that Contractor shall not be entitled to lien the City or other public property.

5. Termination for Convenience of the City

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

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

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

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

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

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

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

- (i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
 - (1) the cost of work performed or supplies delivered;
 - (2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;
 - (3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.

- (ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 23 of this contract concerning disputes.

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

7. Termination for Default. Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein. In the event of default by the contractor, the City reserves the right to procure the item(s) bid from other sources and holds the bidder responsible for excess costs incurred as a result. City Council may elect to refrain from doing business with the bidder as stipulated in City Code 2-276 Suspension and Disbarment.

8. Examination of Records

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

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

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

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

(a) Keep and maintain public records required by the City to perform the service.

(b) Upon request from the City's custodian of public records, provide the City with a copy of the requested record or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the City.

(d) Upon completion of the Contract, Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt from public records

disclosure requirements. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

If Contractor does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Contractor may be subject to penalties under Section 119.0701, Florida Statutes.

CONTRACTOR QUESTIONS RELATING TO CONTRACTOR'S DUTIES TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT MUST BE FORWARDED TO THE OFFICE OF THE CITY CLERK, CITY HALL, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129; TELEPHONE: (386) 506-5563; E-MAIL: CITYCLERK@PORT-ORANGE.ORG.

10. Termination for Non-Appropriation of Funds

(a) If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this contract is entered into, for the purpose of this Contract, then the City may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination.

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

11. Insurance. Contractor shall maintain insurance, as required herein, during the life of this Contract. Contractor shall provide to the City, a certificate of insurance endorsing the City of Port Orange as an additional named insured. All insurance coverages of the Contractor shall be primary and non-contributory. All insurance coverages of the Contractor shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation coverage, the Contractor's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured for workers' compensation. The City shall not accept Workers' Compensation Exemptions. Contractor may use leased employees if the Contractor ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access the jobsite. Any Contractor using a leased employee shall complete the City's Leased Employee Affidavit Exhibit Form. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A-" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Contractor shall not commence work under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing the required insurance. Insurer shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City no later than 10 days after non-payment. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages.

Contractor shall require and ensure each of its subcontractors to maintain, until the completion of the subcontractor's work, insurance of the types and to the limits set forth herein. All insurance coverages shall be primary and non-contributory. All insurance coverages of the subcontractors shall not seek contribution from any other insurance or self-insurance available to the City. The Contractor is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Contractor to ensure the subcontractors maintain the required coverage, shall not relieve the Contractor of any contractual responsibility, obligation or liability.

The City reserves the right to increase insurance coverage as determined for higher risk contracts.

The acceptance by the City of any Certificate of Insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with this Contract and does not waive the insurance required by this Contract.

Should at any time the Contractor or subcontractors not maintain the insurance coverages required herein, the City may terminate the Contract or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract.

Standard Insurance Requirements									
	Insurance	Standards	Additional Requirements						
☒	<u>Workers' Compensation</u> The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. The City will not accept elective exemptions. Any contractor using an employee leasing company shall complete the Leased Employee Affidavit (Exhibit A).	<table><tr><td><u>Contract Amount</u></td><td><u>Limits</u></td></tr><tr><td>Up to \$10 million</td><td>Statutory/\$500,000</td></tr><tr><td>\$10 - \$20 million</td><td>Statutory/\$1,000,000</td></tr></table> Contracts over \$20 million To Be Determined by the City.	<u>Contract Amount</u>	<u>Limits</u>	Up to \$10 million	Statutory/\$500,000	\$10 - \$20 million	Statutory/\$1,000,000	☐ If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐ If vessels involved, Jones Act coverage with limits of \$500,000 required.
<u>Contract Amount</u>	<u>Limits</u>								
Up to \$10 million	Statutory/\$500,000								
\$10 - \$20 million	Statutory/\$1,000,000								
☒	Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$1,000,000 occurrence \$1,000,000 aggregate	☐ When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.						
☒	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles.	<u>Limits:</u> Auto Liability Body Injury and Property Damage: \$1,000,000 each occurrence \$1,000,000 aggregate							
Additional Insurance Requirements									

☐	Property Insurance Builders Risk. <u>Additional Coverage:</u>	Limits: Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☐	Professional Liability	Limits: Coverage - \$1,000,000	
☐	Installation Floater (IT)	Limits: Coverage - \$ <u>To be determined.</u>	
☐	Contractor Pollution Liability	Limits: Coverage - \$1,000,000	
☐	Errors and Omissions	Limits: Coverage - \$1,000,000	
☐	Umbrella Policy	Limits: Coverage - \$ <u>To be determined.</u>	
☐	Payment and Performance Bond Required	Limits: Coverage - Equal to amount of Contract.	
☐	City Manager waives Payment and Performance Bond for work under \$250,000.00.		
☐	Unless otherwise required by law, City Manager waives Insurance for FOB goods under \$25,000.00.		

12. A Contract for the purchase of supplies shall be governed by the City of Port Orange Code of Ordinances, as amended, and such supplies shall be deemed "goods," as defined therein.

13. Assignability of Contract. Neither this contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written approval of the City Council.

14. Modifications or Changes to this Contract

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

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

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

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

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

16. Warranties. Contractor warrants that (1) the supplies to be provided to the City pursuant to this Contract are fit and sufficient for the purpose intended; (2) the supplies are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship, and (3) the supplies sold to the City pursuant to this Contract conform to the standards required by this Contract.

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

17. Additional Warranties.

(a) **Manufacturer's Turf Warranty:** Turf materials carry a 15-year prorated manufacturer's warranty against UV degradation and manufacturing defects — 100% coverage years 1–8, 50% years 9–12, 25% years 13–15. Labor, removal, and reinstallation are not included unless expressly stated.

(b) **Contractor's Installation Warranty:** Contractor provides a 1-year workmanship warranty covering defects such as seam separation or edging failure due solely to improper installation. This warranty excludes damage from pets, wildlife, chemicals, drainage issues, flooding, storm events, soil movement, normal wear, or any condition listed under Exclusions. Golf green speed and ball roll are not guaranteed.

(c) **Warranty Limitations:** This warranty is non-transferable and applies to the original Client only. The warranty is void if the turf system has been altered or repaired by parties other than Diamond Turf without prior written consent.

18. Inspection

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

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

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

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

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

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

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

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

23. E-Verify. Contractor 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 Contractor during the term of this Contract and shall expressly require any sub-contractors performing services pursuant to this 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 sub-contractor during the term of this Contract.

24. Disputes. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Agreement. The decision by the City Manager shall be final and binding unless, within five (5) business days from the date of delivery of the decision of the City Manager, appeal is made to the City Council in writing and delivered to the City Clerk, Robin L. Fenwick, MMC. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence.

25. Force Majeure. Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force Majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

26. Controlling Law. **THIS AGREEMENT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE AGREEMENT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE**

PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.

27. Integration. This Contract and the documents incorporated herein by reference shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

28. Notice. For purposes of this agreement, notices shall be sent as follows:

City: City of Port Orange
Attention: City Manager
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5501

Copy to: City of Port Orange
Attention: Susan Lovallo, Parks and Recreation Director
1395 Dunlawton Ave.
Port Orange, FL 32127
(386) 506-5851

Contractor: Diamond Turf, LLC
Attention: Jose Gerardo Urbiola Bolanos, Manager
1430 9th Ave. East
Bradenton, FL 34208
(941)301-8682 - Telephone
michelle@diamondqualityturf.com - E-Mail

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

29. Contract Construction

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

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

[Remainder of this page intentionally left blank]

Witnesses:

**DIAMOND TURF, LLC, A FLORIDA LIMITED LIABILITY
COMPANY**

Printed Name: _____

By: _____

: Jose Gerardo Urbiola Bolanos, Manager

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

Printed Name: _____

Date: _____

Please note that at this time the City does not accept electronic/digital signatures. A wet signature is required for this document.

CITY OF PORT ORANGE

By: _____
Scott Stiltner, Mayor

Date: _____

ATTEST:

By: _____
Robin L. Fenwick, MMC, City Clerk

Date: _____

EXHIBIT "I"

**Specifications, Addendum Nos. 1 and 2,
and Contractor's Proposal**

Consisting of 8 Page(s)

REQUEST FOR QUOTE (RFQ) PR-08 ARTIFICAL TEE LINE INSTALLATION

SPECIFICATIONS

Timeline:

Release of Request for Quote (RFQ): 5/27/26
Deadline for Questions: 6/5/26 by 5:00PM
Due Date: 6/16/26 by 5:00PM

Location:

Cypress Head Golf Course, 6231 Palm Vista St, Port Orange

Installation of Celebrity Greens Tee line including:

- Sod removal
- Complete install of tee line and paver surround
- Secure integration into surrounding turf system
- Base material - #89 stone sub-base, four inch compacted aggregate base
- Tee area is 6' deep and 210' long surrounded by a paver boarder

Project must be completed by 9/30/2026

SPECIAL REQUIREMENTS/INSTRUCTIONS

PERIOD OF OFFER VALIDITY:

Bids offered in this RFQ must remain firm for a period of one-hundred-twenty (120) days from the Request for Quote (RFQ) due date.

AWARD RECOMMENDATION:

It is the intent of the City to award a contract to the lowest responsive and responsible Bidder.

CONTRACT TERM:

Project must be completed by September 30, 2026.

PROOF OF E-VERIFY REGISTRATION

Bidder must include printed pages from the E-Verify website showing company name and E-Verify registration number (My Company Profile).

LICENSES AND PERMITS

Contractor is responsible for all applicable local and state licenses, permits and fees.

SAFETY:

Contractor shall exercise all due caution to exclude the public from the work area and especially from contact with any hazardous materials.

REPAIR OF DAMAGES:

It is the responsibility of the awarded Bidder to repair any damages incurred in the area directly related to the services being provided as described herein. When damages occur, the City of Port Orange Representative is to be notified and shall inspect the repairs upon completion.



ADDENDUM # 1
June 1, 2026

RFQ #PR-08 ARTIFICIAL TEE LINE INSTALLATION

QUESTIONS & ANSWERS

1. What are the dimensions (width) of the paver border surrounding the tee area?
A: 432 linear feet
2. What material is specified for the pavers (concrete, brick, etc.)?
A: concrete brick
3. What is the required paver thickness?
A: 2 3/8in
4. Will pavers be supplied by the City, or is the contractor responsible for procurement?
A: Contractor is responsible
5. Is there a specific paver pattern or installation method required?
A: Installation method is wet setting of pavers
6. Is the tee line a single straight run, curved, or broken into multiple separate areas?
A: Single straight run

In all other respects, except as specifically stated herein, the subject RFQ #PR-08 Artificial Tee Line Installation remains the same.

END OF ADDENDUM #1

Jennifer Cox
Operations Support Administrator
386-506-5852



ADDENDUM # 2
June 5, 2026

RFQ #PR-08 ARTIFICIAL TEE LINE INSTALLATION

QUESTIONS & ANSWERS

1. Permits & Inspections – Can you confirm whether any permits, inspections, or associated fees will be required for the artificial turf installation, paver installation, excavation and related work on city property?

A: To memorialize the work, please apply for a Minor Engineering Permit Application available at:

<https://ci-portorange-fl.smartgovcommunity.com/ApplicationPublic/ApplicationHome>

To access the Minor Engineering Permit application, create an account, click "Apply Online", and select "Engineering" from the menu. If assistance completing the application is required, please contact Johnnie Yongue at 386-506-5665 or jyongue@port-orange.org.

2. Paver Border Details – To accurately price the paver scope, could you provide the intended border width, a base/cross-section detail, and any installation specifications beyond the wet-set method noted in Addendum #1?

A: The border width is 8in. Pavers are set over an approximate 2in depth wet set concrete beneath the paver. The paver border is the separate the artificial turf from the real grass

3. Stone Base – The RFQ specifies #89 stone as the sub-base material. Based on our field experience #57 stone provides improved stability and drainage for this type of installation. Would the city consider allowing #7 stone as a substitute?

A: Subbase of 2in of 57 stone, with top base layer of 2in of crushed concrete (3/8"minus), often referred to as paver base should be used and then compacted with the T Line turf set on top. No, the city would not consider allowing the substitute.

4. Working Hours – Are there any restrictions on allowable working hours or days on the course property?

A: 7am – sunset, 7 days a week

END OF ADDENDUM #2

Jennifer Cox
Operations Support Administrator
386-506-5852



DIAMOND TURF, LLC

115 75th Street West | PO Box 14982 | Bradenton, Florida 34280 -7041
(941)301-8682 | michelle@diamondqualityturf.com |
www.diamondqualityturf.com

RECIPIENT:

Jennifer Cox

6231 Palm Vista Street
Port Orange, Florida 32128

Estimate #2897

Sent on	Jun 16, 2026
If paying with credit card, there is a 3.0% fee	Yes

Total	\$34,505.76
--------------	--------------------

Product/Service	Description	Total
Sod Removal & Disposal	Remove and dispose of existing sod within tee line installation area.	\$2,205.00
Excavation & Base Installation	Excavate and install compacted base system per City of Port Orange Addendum #2 spec — 2" #57 stone sub-base, topped with 2" crushed concrete (3/8" minus), compacted.	\$0.00
Celebrity Greens Tee Line Turf Installation	Supply and install Celebrity Greens tee line turf system over compacted base. Includes secure seaming and integration into surrounding natural turf system.	\$25,061.40
Paver Border Installation	Supply and install 8" wide concrete paver border, wet-set over 2" concrete bed, full perimeter of tee line, separating artificial turf from surrounding grass per City spec.	\$6,039.36
Minor Engineering Permit — City of Port Orange	The application filing, processing, and permit fee for the Minor Engineering Permit, required for work on City property, will be incurred. The total cost of the permit will be charged to the customer, in addition to a \$75 administrative fee.	\$0.00
Travel & Mobilization — Bradenton to Port Orange	Lodging, meals/per diem, and equipment transport for 3-person crew for duration of onsite work (~3.5 hrs. each way from Bradenton).	\$1,200.00
Total		\$34,505.76



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DIAMOND TURF, LLC – TERMS AND CONDITIONS

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1. SCOPE OF WORK

Work is limited to items described in the attached Quote/Proposal and written Change Orders. Any additional work or site conditions requiring additional labor or materials must be approved through a written Change Order prior to commencement and will be billed accordingly.

2. SITE CONDITIONS & GRADING

Pricing assumes the project area is graded to within 3–4 inches of final elevation. Regrading, soil export/import, excessive excavation, buried debris, unstable soils, tree roots, or other unforeseen conditions are not included and may require a Change Order. Client must disclose all underground utilities, irrigation lines, and pipes prior to commencement. Diamond Turf is not responsible for damage to unmarked or undisclosed utilities or for ongoing root intrusion after installation. Client is responsible for maintaining proper property drainage.

3. COMPLIANCE & APPROVALS

Client is responsible for all applicable building codes, HOA requirements, covenants, restrictions, and permits prior to installation. Diamond Turf will make reasonable efforts to identify known permitting requirements but cannot guarantee regulatory compliance on behalf of the Client.

4. WARRANTIES

A. Manufacturer's Turf Warranty: Turf materials carry a 15-year prorated manufacturer's warranty against UV degradation and manufacturing defects — 100% coverage years 1–8, 50% years 9–12, 25% years 13–15. Labor, removal, and reinstallation are not included unless expressly stated.

B. Diamond Turf Installation Warranty: Diamond Turf provides a 1-year workmanship warranty covering defects such as seam separation or edging failure due solely to improper installation. This warranty excludes damage from pets, wildlife, chemicals, drainage issues, flooding, storm events, soil movement, normal wear, or any condition listed under Exclusions. Golf green speed and ball roll are not guaranteed.

C. Warranty Limitations: This warranty is non-transferable and applies to the original Client only. The warranty is void if the turf system has been altered or repaired by parties other than Diamond Turf without prior written consent.

5. EXCLUSIONS & MATERIAL CHARACTERISTICS

Diamond Turf is not responsible for damage or deterioration caused by:

- Pets, rodents, or wildlife
- Weeds, grass, mold, fungus, or organic growth — wind-blown seeds and environmental conditions can infiltrate any turf system and are not a defect
- Fiber matting from normal traffic, pets, or furniture — normal wear and tear
- Reflective heat from Low-E windows, mirrors, or glass — clients with nearby reflective surfaces should address this prior to installation
- Open flames, fire pits, grills, candles, or fireworks
- Soil settlement or minor surface undulation from natural ground movement
- Ruptured irrigation lines, plumbing failures, or drainage issues
- Chemicals, fertilizers, acids, or unapproved cleaning agents
- Color variance — large installs may appear different than small samples due to lighting and pile direction
- Damage caused by other contractors or trades

6. REPAIRS & EXISTING INSTALLATIONS

Diamond Turf does not repair or patch turf installed by other contractors. Any work on a site with a failed existing installation will be treated as a full rebuild. Diamond Turf assumes no liability for a previous contractor's base or drainage.

7. PAYMENT TERMS

Deposit: A deposit as specified in the Quote is required prior to scheduling. Deposits are non-refundable once materials have been ordered. Final Balance: Remaining balance is due upon substantial completion. Late Fees: Payments more than 20 days past due accrue interest at 1.5% per month (18% per annum). Diamond Turf reserves the right to suspend work for non-



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payment. Transaction Fees: Credit card payments incur a 3% processing fee; ACH/bank transfer payments incur a 1% fee. Ownership: All materials remain the property of Diamond Turf until paid in full.

8. CANCELLATION & QUOTE VALIDITY

If Client cancels after materials have been ordered or work has commenced, the deposit is non-refundable and Client is responsible for all materials, labor, and costs incurred through the cancellation date, plus a 15% restocking fee on unused returnable materials. Quotes are valid for 30 days. Projects delayed beyond six months may require price adjustments.

9. FORCE MAJEURE

Diamond Turf is not responsible for delays caused by hurricanes, severe weather, flooding, fire, Acts of God, labor shortages, supply chain disruptions, or government restrictions. Diamond Turf may reschedule work and adjust pricing if material or labor costs increase due to such events.

10. FLORIDA CONSTRUCTION LIEN LAW NOTICE

Under Florida's Construction Lien Law (Chapter 713, Florida Statutes), Diamond Turf has the right to file a lien against your property if payment is not received. Diamond Turf may serve a Notice to Owner as permitted by law. To protect yourself, you may request a written release of lien prior to final payment.

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

11. LIMITATION OF LIABILITY

Except in cases of gross negligence or willful misconduct, Diamond Turf's total liability for any claim shall not exceed the total amount paid by Client under this Agreement. Diamond Turf is not liable for incidental, consequential, indirect, or punitive damages, including loss of use or lost profits.

12. INDEMNIFICATION & LEGAL FEES

Client agrees to indemnify and hold harmless Diamond Turf, its members, officers, and employees from third-party claims arising from Client's misuse of the turf system, undisclosed site conditions, or failure to obtain required permits. If Diamond Turf prevails in any legal action to enforce this Agreement, Client shall reimburse Diamond Turf's reasonable attorney's fees and costs.

13. DISPUTE RESOLUTION

Disputes shall first be submitted to good-faith negotiation. If unresolved within 30 days, the parties agree to non-binding mediation in Manatee County, Florida. If mediation fails, disputes shall be resolved by binding arbitration under AAA rules in Manatee County, Florida. The prevailing party is entitled to recover reasonable attorney's fees and costs.

14. GOVERNING LAW & VENUE

This Agreement is governed by the laws of the State of Florida. Venue for any legal action not subject to arbitration shall be Manatee County, Florida.

15. PHOTO & MARKETING RIGHTS

Client grants Diamond Turf permission to photograph and/or video the completed installation for use in marketing, social media, and portfolio purposes. No personally identifying information will be published without Client's prior consent.



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www.diamondqualityturf.com

~~16. GENERAL~~

~~This Agreement constitutes the entire agreement between the parties and supersedes all prior representations. Modifications must be in writing and signed by both parties. If any provision is found unenforceable, the remaining terms continue in effect. Failure to enforce any provision does not constitute a waiver of future enforcement.~~

~~By approving the Quote/Proposal, Client acknowledges having read, understood, and agreed to all terms and conditions set forth in this Agreement.~~

Signature: _____ **Date:** _____

REQUEST FOR QUOTE (RFQ) PR-08 ARTIFICAL TEE LINE INSTALLATION

SPECIFICATIONS

Timeline:

Release of Request for Quote (RFQ): 5/27/26
Deadline for Questions: 6/5/26 by 5:00PM
Due Date: 6/16/26 by 5:00PM

Location:

Cypress Head Golf Course, 6231 Palm Vista St, Port Orange

Installation of Celebrity Greens Tee line including:

- Sod removal
- Complete install of tee line and paver surround
- Secure integration into surrounding turf system
- Base material - #89 stone sub-base, four inch compacted aggregate base
- Tee area is 6' deep and 210' long surrounded by a paver boarder

Project must be completed by 9/30/2026

SPECIAL REQUIREMENTS/INSTRUCTIONS

PERIOD OF OFFER VALIDITY:

Bids offered in this RFQ must remain firm for a period of one-hundred-twenty (120) days from the Request for Quote (RFQ) due date.

AWARD RECOMMENDATION:

It is the intent of the City to award a contract to the lowest responsive and responsible Bidder.

CONTRACT TERM:

Project must be completed by September 30, 2026.

PROOF OF E-VERIFY REGISTRATION

Bidder must include printed pages from the E-Verify website showing company name and E-Verify registration number (My Company Profile).

LICENSES AND PERMITS

Contractor is responsible for all applicable local and state licenses, permits and fees.

SAFETY:

Contractor shall exercise all due caution to exclude the public from the work area and especially from contact with any hazardous materials.

REPAIR OF DAMAGES:

It is the responsibility of the awarded Bidder to repair any damages incurred in the area directly related to the services being provided as described herein. When damages occur, the City of Port Orange Representative is to be notified and shall inspect the repairs upon completion.



ADDENDUM # 1
June 1, 2026

RFQ #PR-08 ARTIFICIAL TEE LINE INSTALLATION

QUESTIONS & ANSWERS

1. What are the dimensions (width) of the paver border surrounding the tee area?
A: 432 linear feet
2. What material is specified for the pavers (concrete, brick, etc.)?
A: concrete brick
3. What is the required paver thickness?
A: 2 3/8in
4. Will pavers be supplied by the City, or is the contractor responsible for procurement?
A: Contractor is responsible
5. Is there a specific paver pattern or installation method required?
A: Installation method is wet setting of pavers
6. Is the tee line a single straight run, curved, or broken into multiple separate areas?
A: Single straight run

In all other respects, except as specifically stated herein, the subject RFQ #PR-08 Artificial Tee Line Installation remains the same.

END OF ADDENDUM #1

Jennifer Cox
Operations Support Administrator
386-506-5852



ADDENDUM # 2 **June 5, 2026**

RFQ #PR-08 ARTIFICIAL TEE LINE INSTALLATION

QUESTIONS & ANSWERS

1. Permits & Inspections – Can you confirm whether any permits, inspections, or associated fees will be required for the artificial turf installation, paver installation, excavation and related work on city property?

A: To memorialize the work, please apply for a Minor Engineering Permit Application available at:

<https://ci-portorange-fl.smartgovcommunity.com/ApplicationPublic/ApplicationHome>

To access the Minor Engineering Permit application, create an account, click "Apply Online", and select "Engineering" from the menu. If assistance completing the application is required, please contact Johnnie Yongue at 386-506-5665 or jyongue@port-orange.org.

2. Paver Border Details – To accurately price the paver scope, could you provide the intended border width, a base/cross-section detail, and any installation specifications beyond the wet-set method noted in Addendum #1?

A: The border width is 8in. Pavers are set over an approximate 2in depth wet set concrete beneath the paver. The paver border is the separate the artificial turf from the real grass

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4. Working Hours – Are there any restrictions on allowable working hours or days on the course property?

A: 7am – sunset, 7 days a week

END OF ADDENDUM #2

Jennifer Cox
Operations Support Administrator
386-506-5852



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RECIPIENT:

Jennifer Cox

6231 Palm Vista Street
Port Orange, Florida 32128

Estimate #2897

Sent on	Jun 16, 2026
If paying with credit card, there is a 3.0% fee	Yes

Total	\$34,505.76
--------------	--------------------

Product/Service	Description	Total
Sod Removal & Disposal	Remove and dispose of existing sod within tee line installation area.	\$2,205.00
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- Soil settlement or minor surface undulation from natural ground movement
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Disputes shall first be submitted to good-faith negotiation. If unresolved within 30 days, the parties agree to non-binding mediation in Manatee County, Florida. If mediation fails, disputes shall be resolved by binding arbitration under AAA rules in Manatee County, Florida. The prevailing party is entitled to recover reasonable attorney's fees and costs.

14. GOVERNING LAW & VENUE

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Client grants Diamond Turf permission to photograph and/or video the completed installation for use in marketing, social media, and portfolio purposes. No personally identifying information will be published without Client's prior consent.



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This Agreement constitutes the entire agreement between the parties and supersedes all prior representations. Modifications must be in writing and signed by both parties. If any provision is found unenforceable, the remaining terms continue in effect. Failure to enforce any provision does not constitute a waiver of future enforcement.

By approving the Quote/Proposal, Client acknowledges having read, understood, and agreed to all terms and conditions set forth in this Agreement.

Signature: _____ Date: _____

From: [Cox, Jennifer](#)
To: [Sweat, Kevin](#)
Bcc: ["daniel@proturfgreens.com"; "sales@jaxoutdoorsolutions.com"; "dave@diamondqualityturf.com"](#)
Subject: City of Port Orange Request for Quote
Date: Wednesday, May 27, 2026 1:57:00 PM
Attachments: [RFQ PR-08.pdf](#)

Good afternoon,

The City is requesting a quote for installation of an artificial tee line at Cypress Head Golf Course. Attached are the specifications, please provide your pricing and any supporting information by June 16.

If you are not interested in providing a quote for this request, please reply and let us know so we may update our records accordingly.

If you have any questions or need additional information, please contact me.

Thank you,

Jennifer Cox

Operations Support Administrator
Parks and Recreation
1395 Dunlawton Ave
Port Orange, FL 32129
386-506-5852





[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company

DIAMOND TURF, LLC

Filing Information

Document Number	L19000043407
FEI/EIN Number	83-3712223
Date Filed	02/12/2019
State	FL
Status	ACTIVE
Last Event	LC STMNT OF RA/RO CHG
Event Date Filed	02/03/2021
Event Effective Date	NONE

Principal Address

1430 9th Ave E
Bradenton, FL 34208

Changed: 07/08/2024

Mailing Address

11710 PLAZA AMERICA DRIVE
SUITE 1010
RESTON, VA 20190

Registered Agent Name & Address

Urbiola, Michelle Lynn
619 Foxworth Lane
Holmes Beach, FL 34217

Name Changed: 01/10/2023

Address Changed: 01/10/2023

Authorized Person(s) Detail

Name & Address

Title Manager

Urbiola Bolanos, Jose Gerardo

619 Foxworth Lane
Holmes Beach, FL 34217

Annual Reports

Report Year	Filed Date
2024	07/08/2024
2025	02/10/2025
2026	01/23/2026

Document Images

01/23/2026 -- ANNUAL REPORT	View image in PDF format
02/10/2025 -- ANNUAL REPORT	View image in PDF format
07/08/2024 -- ANNUAL REPORT	View image in PDF format
01/10/2023 -- ANNUAL REPORT	View image in PDF format
01/14/2022 -- ANNUAL REPORT	View image in PDF format
02/03/2021 -- CORLCRACHG	View image in PDF format
01/15/2021 -- ANNUAL REPORT	View image in PDF format
01/14/2020 -- ANNUAL REPORT	View image in PDF format
02/12/2019 -- Florida Limited Liability	View image in PDF format

HUMAN TRAFFICKING AFFIDAVIT
(SECTION 787.06, FLORIDA STATUTES)

STATE OF _____ §

§

COUNTY OF _____ §

The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), after being duly sworn, hereby attests as follows:

1. My name is Michelle Urbioia, I am over the age of Twenty-one years old. I am the owner of Diamond Turf, a non-governmental entity which does business in the State of Florida, hereinafter called the "Entity."

(Title)

(Business Name)

2. I have personal knowledge of each and every statement of fact contained herein, and each and every statement of fact is true and correct.

3. Entity does not use coercion, as defined in Section 787.06, Florida Statutes, for labor or services.

4. The undersigned is an officer or representative of the entity and is authorized to execute this affidavit on behalf of the Entity.

5. Under penalties of perjury, I declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated herein are true.

Further Affiant sayeth not.

Date: _____, 20____

Signed: _____

Print Name: _____

Title: _____

SUBSCRIBED AND SWORN before me by means of ☐ physical presence or ☐ online notarization on the _____ day of _____, 20____ by _____ as _____ on behalf of _____ who is personally known to me or who has produced _____ as identification.

(Notary Seal)

Notary Public, State of _____

Printed name, commission and expiration of commission term



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 7/21/2026

SUBJECT: (B6d) Approval of the Third Amendment to the Interlocal Agreement for the area including the Police Department Shooting Range Site

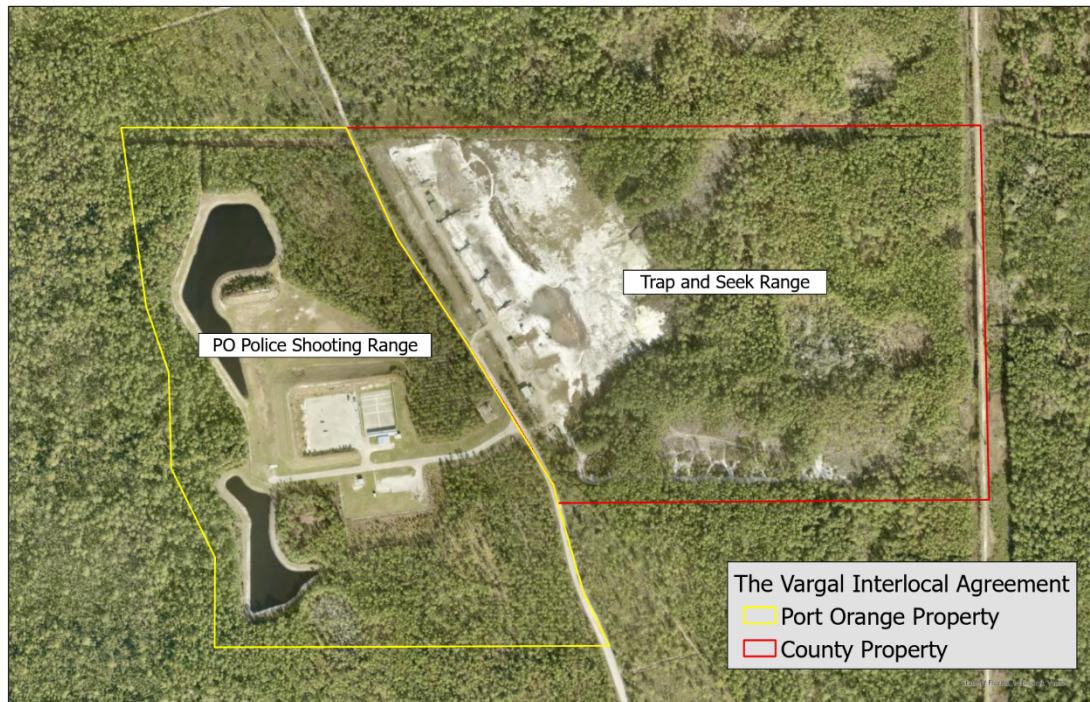
DEPARTMENT: Police Services

GOAL: 1 - Public Safety

RECOMMENDED MOTION: Move to approve the Third Amendment to the Interlocal Agreement with Volusia County and to authorize Mayor and City Clerk to execute all associated documents.

SUMMARY: The Vargal Interlocal Agreement (ILA) involves roughly 125 acres of property co-owned by the City and Volusia County. In 2006, the City and County agreed, via the ILA, to divide the property evenly for the City to operate its police shooting range and for the County to operate the skeet and trap range.

The current ILA between the City and Volusia County is set to expire on July 31, 2026. This amendment will extend the ILA for an additional 10 years - July 31, 2036.



Location map of the land co-owned by the City and County

PRESENTER: Manuel Marino

ATTACHMENTS:

1.	Third Amendment to Interlocal Agreement FINAL 5.14.26	Third Amendment to Interlocal Agreement FINAL 5.14.26.pdf
2.	Vargal Interlocal Agreement with Am. 1 and 2	Vargal Interlocal Agreement with Am. 1 and 2.pdf

Manuel Marino

Created/Initiated - 06/02/2026

Manuel Marino

Approved - 06/03/2026

Sue Wang

Approved - 06/30/2026

Matthew Jones

Approved - 07/06/2026

Wayne Clark

Final Approval - 07/10/2026

Document prepared by and
return recorded copy to:

Morgan Swenk, Assistant County Attorney
Legal Department
County of Volusia
123 West Indiana Avenue
DeLand, Florida 32720

THIRD AMENDMENT TO INTERLOCAL AGREEMENT REGARDING VARGAL CONSERVATION AREA

THIS THIRD AMENDMENT (“Third Amendment”) to the Interlocal Agreement entered into by and between **CITY OF PORT ORANGE**, a municipal corporation, whose address 1000 City Center Circle, Port Orange, Florida 32129, (hereinafter referred to as "City"), and **COUNTY OF VOLUSIA**, a political subdivision of the State of Florida, whose address is 123 West Indiana Avenue, DeLand, Florida 32720 (hereinafter referred to as "County", collectively referred to herein as the “**Parties.**”)

WHEREAS, this amendment to agreement is entered into pursuant to Section 163.01, Florida Statutes, as amended, also known as the "Florida Interlocal Cooperation Act of 1969"; and

WHEREAS, City and County entered into that agreement dated July 20, 2006 ("Agreement"), wherein the Parties, as co-owners of approximately four hundred and ten (410) acres of land in Volusia County ("Property"), desired to use a portion of said Property for a police gun range and a skeet and trap range; and

WHEREAS, the Agreement identified two parcels within the Property, Parcel B for use by City for a police gun range ("Police Gun Range") and Parcel A for a skeet and trap range operated by a third party as a third-party lessee through a lease agreement with County ("Skeet Range"); and

WHEREAS, on July 21, 2016, the Parties amended the agreement (“First Amendment”) to recognize that the design for the Police Gun Range required adjustments, shown on Exhibit A-1, and extend the terms of the Agreement for an additional ten (10) year term; and

WHEREAS, on October 20, 2017, the Parties amended the agreement (“Second Amendment”) to recognize that the design for the Police Gun Range may require additional adjustments, shown on Exhibit B; and

WHEREAS, the Parties seek a revision to the agreement to extend the terms of the Agreement for an additional ten (10) years in the Third Amendment; and

WHEREAS, the Parties agree that this Third Amendment shall supplement the Parties’ Interlocal Agreement and previous Amendments, which shall remain in full force and effect after execution of this Third Amendment.

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated

herein by reference, and other consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties agree to amend the Agreement as follows:

(Words in ~~strike through~~ type are deletions; words in underscore type are additions.)

1. The Parties agree that the foregoing recitals are true, correct and material to this Third Amendment.
2. Article 1, "Term of Agreement," the termination date of the Agreement is extended by ten (10) years so that Subsection 1.a. of the Agreement is hereby amended to read as follows:
 - a) Commencement Date: ~~The term of this Agreement shall be for ten (10) years.~~ This Agreement shall commence on the 20th day of July 2006, and end on ~~July 31, 2026~~ July 31, 2036.
3. This Third Amendment sets forth the entire modification to the Agreement, unless the Agreement is otherwise amended or modified in accordance with the terms of the Agreement. This Third Amendment supersedes all prior proposals, agreements, and communications, both written and oral, regarding the matter described herein.
4. This Third Amendment is incorporated by reference into the Agreement, as if fully set forth therein. Except as provided above, all other terms and conditions of the Agreement, as previously amended, shall remain unchanged and in full force and effect and are hereby ratified and reaffirmed by the Parties. In the event of any conflict or inconsistency between the provisions set forth in this Third Amendment and the Agreement, this Third Amendment shall govern and control.
5. This Third Amendment shall be deemed effective upon execution by the Parties and may be fully executed in multiple originals by the Parties, each of which, bearing the original signatures, shall have the force and effect of an original document.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Parties to this Third Amendment to the Interlocal Agreement Regarding Vargal Conservation Area by City of Port Orange and the County of Volusia have caused the same to be signed by their duly authorized representatives as set forth below.

CITY OF PORT ORANGE

By: _____
Scott Stiltner
Mayor
Date: _____

Attest:

By: _____
Robin Fenwick
City Clerk
Date: _____

COUNTY OF VOLUSIA, FLORIDA

By: _____
Jeffrey S. Brower
County Chair
Date: _____

Attest:

By: _____
George Recktenwald
County Manager
Date: _____

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (hereinafter referred to as the "Agreement") made this 20 day of July, 2006, by and between THE CITY OF PORT ORANGE, 1000 City Center Circle, Port Orange, Florida 32129, hereinafter referred to as "City" and COUNTY OF VOLUSIA, 123 West Indiana Avenue, DeLand, Florida 32720, hereinafter referred to as "County".

WITNESSETH:

WHEREAS, pursuant to Section 163.01, Florida Statutes, the City and County have the authority to enter into interlocal agreements as local governmental units for the purpose of making the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage and provide services for the purposes set forth in the interlocal agreements; and

WHEREAS, pursuant to Section 163.01(5)(j), Florida Statutes, an interlocal agreement between local governmental units may provide for the acquisition, ownership, custody, operation, maintenance, lease or sale of real property; and

WHEREAS, the City and the County as the co-owners in fee simple of approximately 125 acres of land in Volusia County, located on property known as the Vargal Conservation Area, Port Orange, Florida; and

WHEREAS, it is the intent of this Agreement that the City use approximately 62.5 acres for a police gun range (hereinafter referred to as "Parcel B") and the County use approximately 62.5 acres for a skeet and trap range (hereinafter referred to as "Parcel A") under a lease agreement with a third party; and

WHEREAS, the City and the County shall provide legal access to any Lessees on either Parcel A or Parcel B; and

WHEREAS, the hunting lease between Smoky Hunt Club or any successor(s) may be amended to conform to the lands covered by this Interlocal Agreement; and

WHEREAS, Parcel A and Parcel B shall be further defined and be subject to verification of acreage as to each parcel in accordance with current surveys of the parcels:

(Legal descriptions attached as Exhibit "A")

NOW THEREFORE, for and in consideration of mutual covenants and agreements hereinafter contained, the City and County do hereby agree as follows:

1) TERM OF AGREEMENT

- a) Commencement Date: The term of this Agreement shall be for ten (10) years. This Agreement shall commence on the 20th day of July, 2006, and end on July 31, 2016.
- b) Option to Extend. Provided either the City or the County are not in default hereunder, the City or County are hereby granted the option to extend the term of this Agreement for ten additional periods of ten (10) years each (Option Term) upon the same terms and conditions as contained herein and agreed to by City and County. Either party may exercise said option by giving written notice of its intent on or before 60 days prior to the expiration of the original term of this Agreement.
- c) Utilities. Each party shall be responsible for and promptly pay any and all charges for utility services provided to its respective parcel.
- d) Maintenance and Repairs. The City or the County shall be responsible for all maintenance, repairs, and any improvements located on its respective parcel, including the roof, foundations and exterior walls.
- e) Insurance. The City and the County shall at all times and at its sole cost maintain public liability insurance or a program of self-insurance covering their respective parcel with limits of at least \$2,000,000.00 per claim for personal injury and death and \$500,000 for property damage, with a waiver of subrogation. Said public liability policies shall carry both the names of the City and the County as the named insured as to their respective interest may appear.

2) INDEMNIFICATION

County and City agree to indemnify each other and save harmless from and against any and all claims, actions, damages, liabilities and expense in connection with loss of life, personal injury and/or property damage or destruction arising from any occurrence in, upon or at the Parcels, or the occupancy or use by either party of the Parcels or any part thereof, or any act, omission or negligence of either parties agents, employees, licensees or invitees unless caused by the gross

negligence of either of them. Nothing in this agreement shall operate to waive, limit, or alter in any way the sovereign immunity of the County as provided under Florida law.

3) CONSTRUCTION

a) General Conditions: The City or the County shall have the right, at any time and from time to time during the term of this Agreement, to erect, maintain, alter, remodel, reconstruct, rebuild, and replace buildings and other improvements on its respective parcel, and correct and change the contour of said parcel, subject to the following conditions:

(i) The cost of any construction, reconstruction, demolition, or of any change, alteration, or improvement shall be borne and paid for by the City or the County or the Lessee.

(ii) Easements. In order to provide for the more orderly development of the Parcels, it may be necessary, desirable, or required that right-of-way, street, water, sewer, drainage, gas, power line, and other easements or licenses, or similar rights, be granted over or within portions of said Parcels. The City shall, upon request of the County and likewise the County, shall join each with the other in executing and delivering such documents, from time to time and throughout the term of this Agreement, as may be appropriate, necessary, or required by any governmental agencies, public utilities, and companies for the purpose of granting such easements.

(iii) Land Development Regulations. The County and or the City shall on its respective parcel be subject to the adopted comprehensive plan and land development regulations for Volusia County or the City, as the case may be, and will take all necessary actions to obtain any zoning, subdivision, site plan, environmental, or building approvals and permits on the Parcel, or any part thereof. The City or the County agree, from time to time upon request of either party to execute such documents, petitions, applications, and

authorizations as may be appropriate or required to submit the
Parcels, or any part thereof, for the purposes of obtaining such
approvals.

(iv) Expenses. In each of the foregoing provisions of Section 4 said
approvals, permits, and impact fees, shall be borne solely by the
requesting party.

4) ASSIGNMENT AND SUBLETTING

a) Either party may enter into a Lease or sublet the whole or any part of its
respective Parcel.

b) Notices. All notices, demands or other writing in this Agreement are to be
given, made or sent, or which may be given or made or sent, by either party
through this Agreement to the other, shall be deemed to have been given,
made or sent when made in writing and deposited in the United States mail,
certified, return receipt requested and postage repaid, and addressed as
follows:

TO CITY: City Manager
1000 City Center Circle
Port Orange, FL 32129

TO COUNTY: County Manger
County of Volusia
123 W. Indiana Avenue
DeLand, FL 32720-4612

The address to which any notice, demand or other writing may be given, made or
sent, as above provided, may be changed by written notice given by such party as
above provided.

5) ACCESS TO THE PARCELS

Right of Access. At its option, either the City or the County shall have the right
to enter said Parcels at all reasonable hours for the purpose of inspecting the same
or of making repairs, additions, alterations or improvements to the same.

6) HAZARDOUS SUBSTANCES

- a) Hazardous Substances. The term "Hazardous Substances", as used in this Agreement shall include, without limitation, all substances declared being hazardous or toxic under any law or regulation now or hereafter enacted or promulgated by any governmental authority. Neither party shall cause or permit to occur:
- i. Any violation of any federal, state, or local law, ordinance or regulation now or hereafter enacted, related to environmental conditions on, under or about either parcel or arising from its use or occupancy of the Parcels; or
 - ii. The use, generation, release, manufacture, refining, production, processing, storage or disposal of any Hazardous Substance.
- b) Environmental Cleanup. Should any governmental authority or any third party demand a cleanup plan be prepared or undertaken because of any deposit, spill, discharge or other release of Hazardous Substances that occurs during the term of this Agreement, at or from said Parcels or which arises at any time from either party's use or occupancy of said Parcels, each party at its own expense, shall prepare and submit the required plans and all related bonds and other financial assurances and shall carry out all such cleanup plans.
- c) Environmental Indemnity. Either party shall indemnify, defend and hold harmless each other, its respective officers, directors, beneficiaries, shareholders, partners, agents, and employees from all fines, suits, procedures, claims and actions of every kind and all costs associated therewith including attorneys' and consultants fees arising out of, or in any way connected with, any deposit, spill, discharge or other release of Hazardous Substances that occur during the term of this Agreement, or which arises at any time from either party's use or occupancy of the Parcels.

7) ESTOPPEL, ATTORNMENT & SUBORDINATION

Encumbrances and Subordination. The City and the County each to the other represents that there is no existing mortgage on the parcels hereby under this Agreement and neither party shall encumber the parcels.

8) MISCELLANEOUS PROVISIONS

- a) Covenant of Quiet Enjoyment. City and the County, subject to the terms and provisions of this Agreement, shall observe, keep and perform all the terms and provisions of this Agreement on the part of either party to be observed, kept and performed, shall lawfully, peaceably and quietly have, hold, occupy and enjoy the Parcels during the term of this Agreement.
- b) Surrender of Parcels. On the expiration or earlier termination of the term of this Agreement, each party shall quit and surrender the Parcels in neat and clean condition and in good order, condition and repair, together with all work alterations and additions. Each party agrees to promptly repair any and all damages to the Parcel resulting from such removal.
- c) Dispute Resolution. Prior to instigating any litigation, any controversies, claims or other matters in question arising out of or relating to this Agreement or its breach will be settled through mediation. City and County will have 60 days from the date conflicting demands are made to attempt to resolve the dispute through the mediation process. Mediation will be in accordance with the rules of the American Arbitration Association ("AAA") or other mediator agreed on by the parties. The parties will equally divide the mediation fee.
- d) Wavier of Jury. County and City waive all rights to a trial by jury on any and all maters in any civil action commenced by or against County concerning this Agreement or the Parcels and agree to venue in Volusia County.
- e) Signs. Either party shall have the right, at its own expense, to place non-electrical or any other form of signs on the parcels, provided that, in connection therewith, any and all signs comply with all applicable governmental regulations and ordinances.
- f) Recording. County nor the City agree not to record this Agreement.
- g) Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the Parcels.
- h) Time of Essence. Time is of the essence of this Agreement and every provision hereof.

- i) Severability. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.
- j) Binding Effect. Except as herein otherwise expressly provided, the terms hereof shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors and assigns, respectively, of City and County.
- k) Governing Law. This Agreement shall be governed exclusively by the provisions hereof and by the law of the State of Florida, as the same may from time to time exist. Any litigation arising under this Agreement shall be venued in Volusia County, Florida.
- l) Attorney's Fees. If any legal matter, dispute, action or proceeding between the City and the County arises under this Agreement, then the non-prevailing party shall be liable for and shall pay the expense of the prevailing party's attorney's fees and court costs. If either party hereto without fault is made a part to any litigation instituted by or against any other party to this Agreement, such other parties shall indemnify and hold harmless City or County, as the case may be, against all costs and expenses, including reasonable attorney's fees incurred in connection therewith.
- m) Section Title; Interpretation. The titles to the sections contained in this Agreement are for convenience and reference only. The use of the singular herein shall be deemed to include the plural, and conversely, the plural shall be deemed to include the singular.
- n) Waiver. Failure on the part of City or County to complain of any action or non-action on the part of the other shall never be a waiver by City or County of any of their respective rights hereunder. The acceptance by either party of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full or otherwise, shall be given no effect, and either party may accept such check without prejudice to any other rights or remedies which either party may have against the other.

- o) Personal Property of County. All furniture, furnishings, fixtures or equipment, placed upon, installed on or affixed to either Parcel, whether physically attached to the building or not, shall remain the personal property of the City and the County, as the case may be, and shall be considered a part of the Parcels.
- p) Alterations. Neither party shall make any alterations, additions or improvements to the Parcels without the prior written notice to the other party.
- q) Either party may terminate this Agreement upon 180 days written notice to the other party.

IN WITNESS WHEREOF, the parties have set their hands and official seals to this Interlocal Agreement on this 20 day of July, 2006.

WITNESSES:

Shirley M. Kelly
Mgt J. K. Kelly

CITY:

CITY OF PORT ORANGE

By: Allen Green

Allen Green, Mayor

Attest: Kenneth W. Parker

Kenneth W. Parker,
City Manager

ATTEST:

By: James T. Dinneen

James T. Dinneen, County Manager

COUNTY:

COUNTY OF VOLUSIA

By: Frank T. Bruno, Jr.

Frank T. Bruno, Jr. County Chair

This instrument prepared by:
County of Volusia
Land Acquisition and Management Division
123 W. Indiana Avenue, Room 201
DeLand, FL 32720

C:\Legal\AGREEMENT\IA PO Vol Co Skeet range.doc

LEGAL DESCRIPTIONS - EXHIBIT "A"Overall Parcels A and B:

That portion of the West ½ of Section 10, Township 17 South, Range 32 East, Volusia County, Florida, being more particularly described as follows:

Beginning at a point on the North line of said Section 10, said point being on the Westerly right of way line of that certain Florida Power and Light Company Easement, recorded in Official Records Book 678, Page 603 and Official Records Book 756, Page 67 of the Public Record of Volusia County, Florida; thence run South 01°17'44" East along the Westerly right of way line of said Florida Power and Light Company Easement, a distance of 3044.08 feet more or less to a point in the centerline of Old Pioneer Trail, a prescriptive right of way; thence run South 33°04'30" West along the centerline of said Old Pioneer Trail, a distance of 449.39 feet more or less to a point in the centerline of an unnamed dirt road; thence traversing the centerline of said unnamed dirt road for the following courses and distances: run South 86°42'57" West, a distance of 208.94 feet; thence run North 82°03'03" West, a distance of 227.63 feet; thence run North 60°26'51" West, a distance of 196.85 feet; thence run North 52°46'26" West, a distance of 213.91 feet; thence run North 26°57'30" West, a distance of 539.59 feet; thence run North 19°51'39" West, a distance of 518.84 feet; thence run North 21°20'57" West, a distance of 360.14 feet; thence run North 19°14'27" West, a distance of 231.14 feet; thence run North 13°06'30" West, a distance of 276.95 feet; thence run North 30°56'27" West, a distance of 282.76 feet; thence run north 32°00'05" West, a distance of 347.95 feet; thence run North 33°23'08" West, a distance of 496.21 feet; thence run North 24°46'11" West, a distance of 403.94 feet to a point on the North line of said Section 10, Township 17 South, Range 32 East; thence run North 88°30'35" East along said North line of said Section 10, a distance of 2415.89 feet, more or less, to a point on the Westerly right of way line of that certain Florida Power and Light Company Easement, recorded in Official Records Book 678, Page 603 and Official Records Book 756, Page 67 of the Public Record of Volusia County, Florida and the Point of Beginning. Containing 125 acres more or less.**

Parcel A:

The Northerly 62.50 acres of the following described parcel of land:

That portion of the West ½ of Section 10, Township 17 South, Range 32 East, Volusia County, Florida, being more particularly described as follows:

Beginning at a point on the North line of said Section 10, said point being on the Westerly right of way line of that certain Florida Power and Light Company Easement, recorded in Official Records Book 678, Page 603 and Official Records Book 756, Page 67 of the Public Record of Volusia County, Florida; thence run South 01°17'44" East along the Westerly right of way line of said Florida Power and Light Company Easement, a distance of 3044.08 feet more or less to a point in the centerline of Old Pioneer Trail, a prescriptive right of way; thence run South 33°04'30" West along the centerline of said Old Pioneer Trail, a distance of 449.39 feet more or less to a point in the centerline of an unnamed dirt road; thence traversing the centerline of said unnamed dirt road for the following courses and distances:

run South 86°42'57" West, a distance of 208.94 feet; thence run North 82°03'03" West, a distance of 227.63 feet; thence run North 60°26'51" West, a distance of 196.85 feet; thence run North 52°46'26" West, a distance of 213.91 feet; thence run North 26°57'30" West, a distance of 539.59 feet; thence run North 19°51'39" West, a distance of 518.84 feet; thence run North 21°20'57" West, a distance of 360.14 feet; thence run North 19°14'27" West, a distance of 231.14 feet; thence run North 13°06'30" West, a distance of 276.95 feet; thence run North 30°56'27" West, a distance of 282.76 feet; thence run north 32°00'05" West, a distance of 347.95 feet; thence run North 33°23'08" West, a distance of 496.21 feet; thence run North 24°46'11" West, a distance of 403.94 feet to a point on the North line of said Section 10, Township 17 South, Range 32 East; thence run North 88°30'35" East along said North line of said Section 10, a distance of 2415.89 feet, more or less, to a point on the Westerly right of way line of that certain Florida Power and Light Company Easement, recorded in Official Records Book 678, Page 603 and Official Records Book 756, Page 67 of the Public Record of Volusia County, Florida and the Point of Beginning. Said Northerly 62.50 acres lies North of a line that is parallel to the North line of said Section 10 and as generally depicted on Exhibit "A" included herein.**

Parcel B:

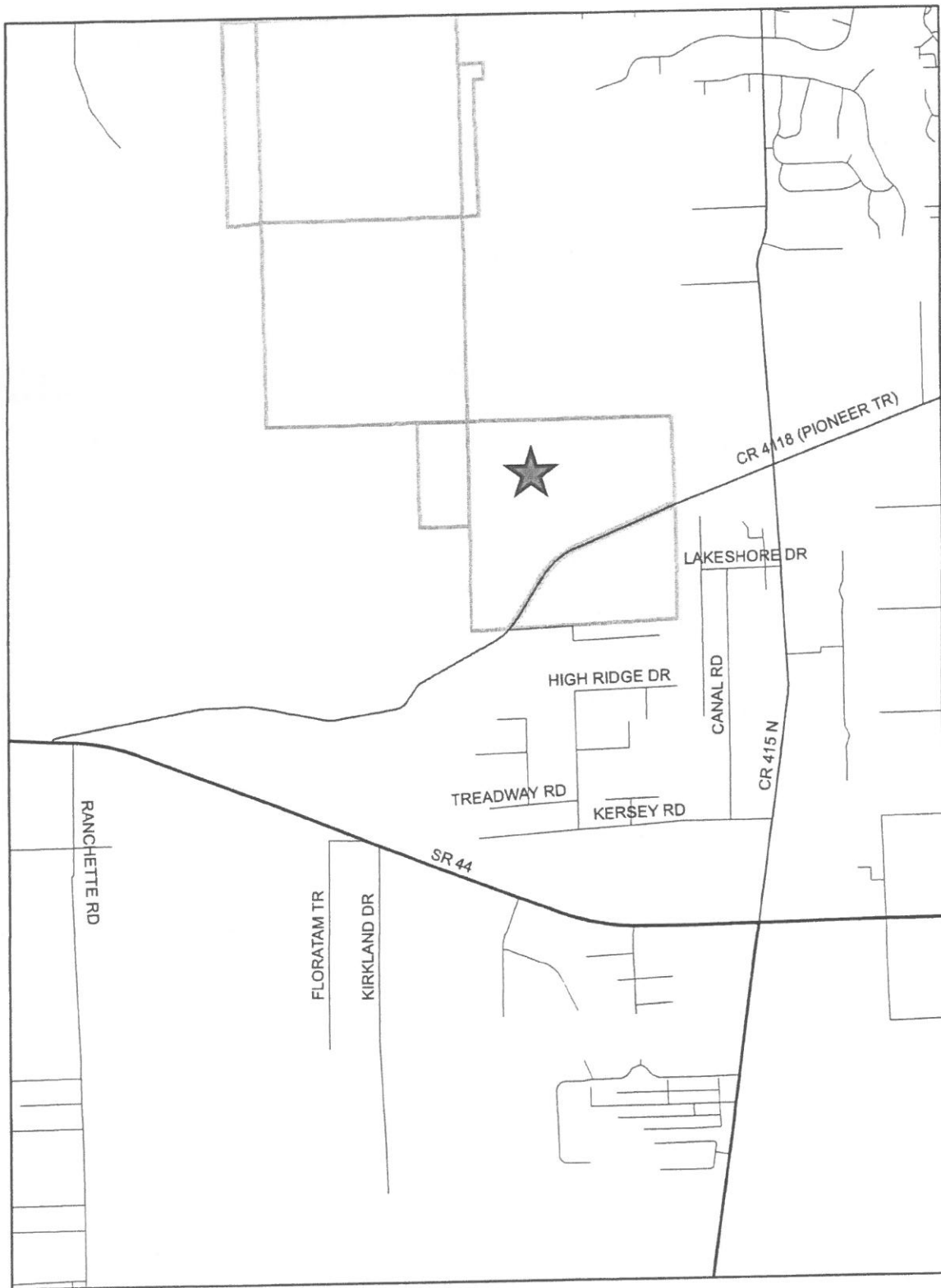
The Southerly 62.50 acres of the following described parcel of land:

That portion of the West ½ of Section 10, Township 17 South, Range 32 East, Volusia County, Florida, being more particularly described as follows:

Beginning at a point on the North line of said Section 10, said point being on the Westerly right of way line of that certain Florida Power and Light Company Easement, recorded in Official Records Book 678, Page 603 and Official Records Book 756, Page 67 of the Public Record of Volusia County, Florida; thence run South 01°17'44" East along the Westerly right of way line of said Florida Power and Light Company Easement, a distance of 3044.08 feet more or less to a point in the centerline of Old Pioneer Trail, a prescriptive right of way; thence run South 33°04'30" West along the centerline of said Old Pioneer Trail, a distance of 449.39 feet more or less to a point in the centerline of an unnamed dirt road; thence traversing the centerline of said unnamed dirt road for the following courses and distances: run South 86°42'57" West, a distance of 208.94 feet; thence run North 82°03'03" West, a distance of 227.63 feet; thence run North 60°26'51" West, a distance of 196.85 feet; thence run North 52°46'26" West, a distance of 213.91 feet; thence run North 26°57'30" West, a distance of 539.59 feet; thence run North 19°51'39" West, a distance of 518.84 feet; thence run North 21°20'57" West, a distance of 360.14 feet; thence run North 19°14'27" West, a distance of 231.14 feet; thence run North 13°06'30" West, a distance of 276.95 feet; thence run North 30°56'27" West, a distance of 282.76 feet; thence run north 32°00'05" West, a distance of 347.95 feet; thence run North 33°23'08" West, a distance of 496.21 feet; thence run North 24°46'11" West, a distance of 403.94 feet to a point on the North line of said Section 10, Township 17 South, Range 32 East; thence run North 88°30'35" East along said North line of said Section 10, a distance of 2415.89 feet, more or less, to a point on the Westerly right of way line of that certain Florida Power and Light Company Easement, recorded in Official Records Book 678, Page 603 and Official Records Book 756, Page 67 of the Public Record of Volusia County, Florida and the Point of Beginning. Said Southerly 62.50 acres lies South of a line that is parallel to the North line of said Section 10 and as generally depicted on Exhibit "A" included herein.**

** This legal description was created based on Global Positioning System data that was converted to metes and bounds description through computer programming and does not constitute a surveyed legal description which can be relied upon for conveyance of title.

Vargal Property



★ Proposed Skeet Range Location

Instrument# 2006-194731 # 13

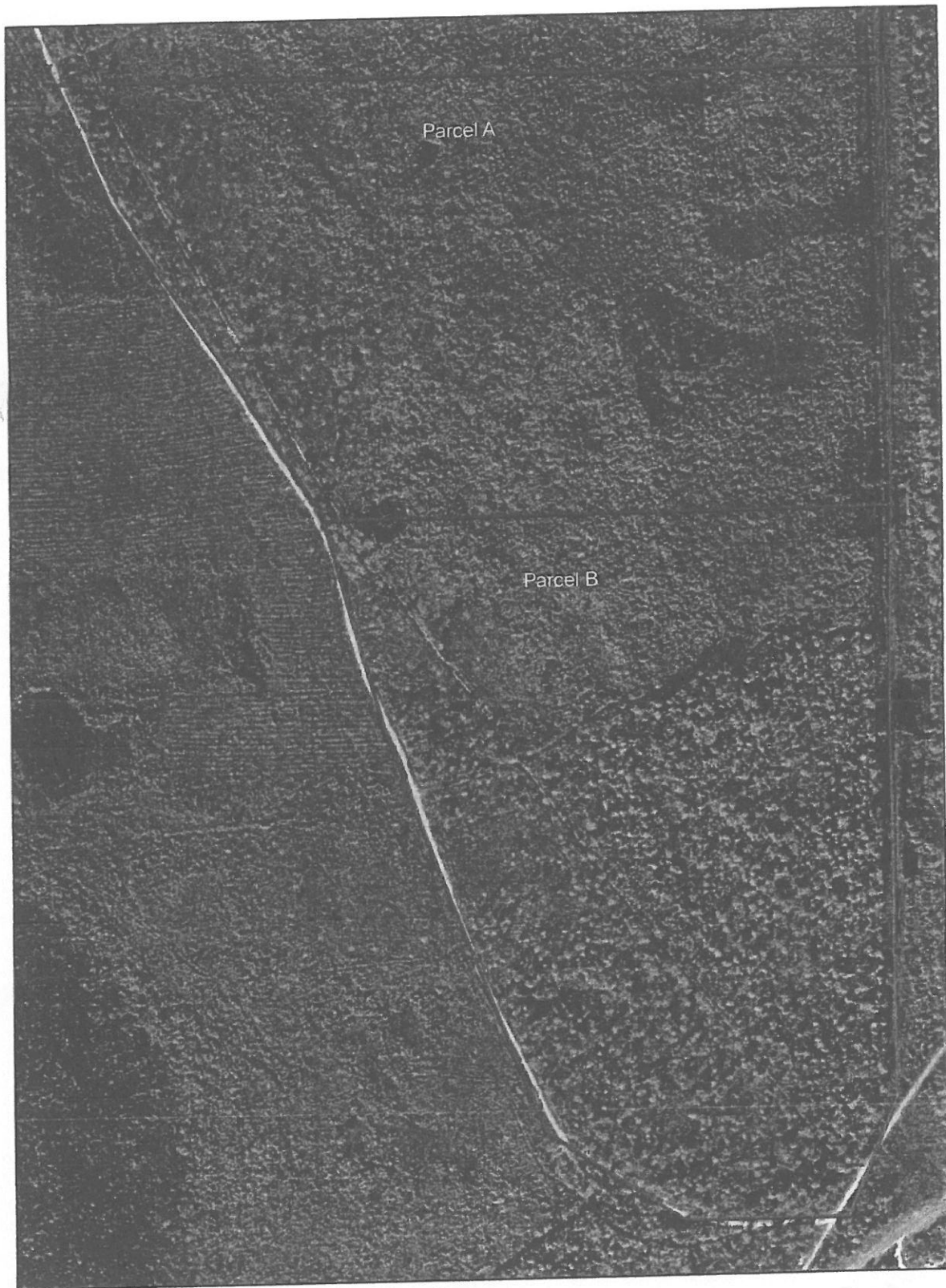
Book: 5885

Page: 1123

Diane M. Matousek

Volusia County, Clerk of Court

125 Acre Polygon; Vargal Property



Aerial Photo Date: December 2005/January 2006

Document prepared by and return
recorded copy to:

Michael A. Rodriguez, Assistant County Attorney
Legal Department
County of Volusia
123 West Indiana Avenue
DeLand, Florida 32720

FIRST AMENDMENT

TO

**INTERLOCAL AGREEMENT REGARDING
VARGAL CONSERVATION AREA**

THIS FIRST AMENDMENT to the Interlocal Agreement ("First Amendment") is entered into by and between CITY OF PORT ORANGE, a municipal corporation, whose address is 1000 City Center Circle, Port Orange, Florida 32129 (hereinafter referred to as "City"), and COUNTY OF VOLUSIA, a political subdivision of the State of Florida, whose address is 123 West Indiana Avenue, DeLand, Florida 32720 (hereinafter referred to as "County"), collectively referred to herein as the "Parties").

WHEREAS, this amendment to agreement is entered into pursuant to Section 163.01, Florida Statutes, as amended, also known as the "Florida Interlocal Cooperation Act of 1969"; and

WHEREAS, City and County entered into that agreement dated July 20, 2006 ("Agreement"), wherein the Parties, as co-owners of approximately four hundred and ten (410) acres of land in Volusia County ("Property"), desired to use a portion of said Property for a police gun range and a skeet and trap range; and

WHEREAS, the Agreement identified two parcels within the Property, one for use by City for a police gun range ("Police Gun Range") and another for a skeet and trap range operated by a third party as a third party lessee through a lease agreement with County ("Skeet Range"); and

WHEREAS, the Agreement identified a portion of the Property used for the Skeet Range as Parcel "A" and a portion of the Property used for the Police Gun Range as Parcel "B"; and

WHEREAS, City has commenced its design of the Police Gun Range and has determined that for the safety of all persons accessing the Property, the relocation of the Police Gun Range is necessary, thereby necessitating the designation of a different portion of the Property as "Parcel B" and amending the Agreement; and

WHEREAS, sub-paragraph 1.b of the Agreement provides that the City and County are granted the option to extend the term of the Agreement for ten (10) additional periods of ten (10) years each upon the same terms and conditions as contained therein; and

WHEREAS, it is the Parties' desire to extend the term of the Agreement for an additional ten (10) years.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, City and County do hereby agree to amend and extend the Agreement as follows:

(Words in ~~strike-through~~ type are deletions; words in double underscore type are additions)

1. The foregoing recitals are true and correct and incorporated as if fully set forth herein.
2. Article 1, "Term of Agreement," the termination date of the Agreement is extended by ten (10) years so that Subsection 1.a of the Agreement is hereby amended to read as follows:
 - a) Commencement Date: The term of this Agreement shall be for ten (10) years. This Agreement shall commence on the 20th day of July, 2006, and end on ~~July 31, 2016~~ July 31, 2026.
3. Article 3, "Construction," Subsection 3.b is hereby added to read:
 - b) Police Gun Range. The City agrees to orientate the Police Gun Range on Parcel "B" so that all shooting shall be directed in a north/northwest direction, away from Pioneer Trail and the Skeet Range located on Parcel "A." The intent of this provision is to protect the general public and police personnel by designing the Police Gun Range and the Skeet Range in a manner that ensures the discharge of firearms away from patrons of either range. The Police Gun Range shall incorporate a continuous twenty-five (25') foot sodded berm, the height of which shall be measured from grade, on the eastern, northern and western sides of the Police Gun Range to protect against any stray or misfired round traveling off-site. A ten (10') foot high concrete wall shall be constructed between the short and long range firing stations of the Police Gun Range to provide further public protection.

4. Exhibit "A" of the Agreement, "Legal Descriptions," is hereby deleted and replaced with Exhibit "A-1," attached hereto and incorporated herein. All references in the Agreement to Exhibit "A" shall be deemed to refer to Exhibit "A-1."
5. Except as provided herein this First Amendment to Agreement, the terms and conditions set forth in the Agreement shall remain in force and effect.
6. This First Amendment shall be deemed effective upon execution by the Parties.
7. This First Amendment may be fully executed in multiple copies by the Parties, each of which, bearing original signatures, shall have the force and effect of an original document.

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment to Agreement on this 21st day of July, 2016.

WITNESSES:

Frances Gosnell
Signature

Frances Gosnell
Print Name

Cynthia K. Rivera
Signature

Cynthia K. Rivera
Print Name

CITY:

CITY OF PORT ORANGE

By:

Allen Green
Allen Green, Mayor

Attest:

Robin Fenwick
Robin Fenwick, City Clerk

ATTEST:

By:

James T. Dinneen
James T. Dinneen, County Manager

COUNTY:

COUNTY OF VOLUSIA

By:

Jason P. Davis
Jason P. Davis, County Chair

EXHIBIT A-1

LEGAL DESCRIPTIONS

Parcel A – Skeet Range

That portion of the West ½ of Section 10, Township 17 South, Range 32 East, Volusia County, Florida, being more particularly described as follows:

Beginning at a point on the North line of said Section 10, said point being on the Westerly right of way line of that certain Florida Power and Light Company Easement, recorded in Official Records Book 678, Page 603 and Official Records Book 756, Page 67 of the Public Records of Volusia County, Florida; thence run South 01°17'44" East along the Westerly right of line of said Florida Power and Light Company Easement, a distance of 3044.08 feet more or less to a point in the centerline of Old Pioneer Trail, a prescriptive right of way; thence run South 33°04'30" West along the centerline of said Old Pioneer Trail, a distance of 449.39 feet more or less to a point in the centerline of an unnamed dirt road; thence traversing the centerline of said unnamed dirt road for the following courses and distances: run South 86°42'57" West, a distance of 208.94 feet; thence run North 82°03'03" West, a distance of 227.63 feet; thence run North 60°26'51" West, a distance of 196.85 feet; thence run North 52°46'26" West, a distance of 213.91 feet; thence run North 26°57'30" West, a distance of 539.59 feet; thence run North 19°51'39" West, a distance of 518.84 feet; thence run North 21°20'57" West, a distance of 360.14 feet; thence run North 19°14'27" West, a distance of 231.14 feet; thence run North 13°06'30" West, a distance of 276.95 feet; thence run North 30°56'27" West, a distance of 282.76 feet; thence run North 32°00'05" West, a distance of 347.95 feet; thence run North 33°23'08" West, a distance of 496.21 feet; thence run North 24°46'11" West, a distance of 403.94 feet to a point on the North line of said Section 10, Township 17 South, Range 32 East; thence run North 88°30'35" East along said North line of said Section 10, a distance of 2415.89 feet, more or less, to a point on the Westerly right of way line of that certain Florida Power and Light Company Easement, recorded in Official Records Book 678, Page 603 and Official Records Book 756, Page 67 of the Public Records of Volusia County, Florida and the Point of Beginning.

Parcel B – Police Gun Range

A portion of the East ½ of the Northeast ¼ of Section 9, Township 17 South, Range 32 East and a portion of the Northwest ¼ of Section 10, Township 17 South, Range 32 East, Volusia County, Florida, being more particularly described as follows:

Begin at the Northwest corner of said Section 10, thence along the North line of said Section 10 North 89°08'22" East, 114.10 feet to the approximate centerline of a dirt road; thence along said centerline the following courses: South 24°33'02" East, a distance of 403.94 feet; thence South 33°09'59" East, a distance of 496.21 feet; thence South 31°46'56" East, a distance of 347.95 feet; thence South 30°43'20" East, a distance of 282.76 feet; thence South 12°53'21" East, a distance of 276.95 feet; thence South 19°01'14" East, a distance of 231.14 feet; thence South 21°07'52" East, a distance of ~~222.48~~298.85 feet; thence depart said centerline North 89°47'39" West, a distance of ~~4549.25~~1541.55 feet; thence North 04°12'23" West, a distance of ~~346.28~~417.63 feet; thence North 26°28'24" West, a distance of 379.35 feet; thence North 03°52'27" West, a distance of 388.74 feet; thence North 24°21'24" West, a distance of ~~379.35~~ feet; thence ~~388.74~~ feet; thence North 24°21'24" West, a distance of 268.89 feet; thence North 09°21'27" West, a distance of 693.73 feet to the North line, the Northeast ¼ of said Section 9; thence along said North line North 89°27'09" East, a distance of 865.72 feet to the Point of Beginning.

Document prepared by and return
recorded copy to:

Michael A. Rodriguez, Assistant County Attorney
Legal Department
County of Volusia
123 West Indiana Avenue
DeLand, Florida 32720

**SECOND AMENDMENT TO
INTERLOCAL AGREEMENT REGARDING
VARGAL CONSERVATION AREA**

THIS SECOND AMENDMENT to the Interlocal Agreement ("Second Amendment") is entered into by and between CITY OF PORT ORANGE, a municipal corporation, whose address is 1000 City Center Circle, Port Orange, Florida 32129 (hereinafter referred to as "City"), and COUNTY OF VOLUSIA, a political subdivision of the State of Florida, whose address is 123 West Indiana Avenue, DeLand, Florida 32720 (hereinafter referred to as "County", collectively referred to herein as the "Parties").

WHEREAS, this amendment to agreement is entered into pursuant to Section 163.01, Florida Statutes, as amended, also known as the "Florida Interlocal Cooperation Act of 1969"; and

WHEREAS, City and County entered into that agreement dated July 20, 2006 ("Agreement"), wherein the Parties, as co-owners of approximately four hundred and ten (410) acres of land in Volusia County ("Property"), desired to use a portion of said Property for a police gun range and a skeet and trap range; and

WHEREAS, the Agreement identified two parcels within the Property, one for use by City for a police gun range ("Police Gun Range") and another for a skeet and trap range operated by a third party as a third party lessee through a lease agreement with County ("Skeet Range"); and

WHEREAS, City and County entered into that first amendment dated July 21, 2016 ("First Amendment") wherein the Parties, as co-owners of approximately four hundred and ten (410) acres of land in Volusia County ("Property"), desired to use a portion of said Property for a police gun range and a skeet and trap range as shown on **Exhibit A-1**; and

WHEREAS, the City of Port Orange seeks a revision to the agreement to recognize that the design for the Police Gun Range may require adjustments, and that the adjustments shall be reviewed and approved by the management representatives for each party.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, City and County do hereby agree to amend and extend the Agreement as follows:

(Words in strike-through type are deletions; words in double underscore type are additions)

1. The foregoing recitals are true and correct and incorporated as if fully set forth herein.
2. Article 3, "Construction," Subsection 3.b is hereby added to read:
 - b) Police Gun Range. The City agrees to orientate the Police Gun Range on Parcel "B" so that all shooting shall be directed in a north/northwest direction, away from Pioneer Trail and the Skeet Range located on Parcel "A." The intent of this provision is to protect the general public and police personnel by designing the Police Gun Range and the Skeet Range in a manner that ensures the discharge of firearms away from patrons of either range. The Police Gun Range shall incorporate the design attached hereto as Exhibit B. The parties have agreed that the city shall complete the site plan review for the facilities as required by the city's land development regulations. ~~a continuous twenty-five (25') foot sodded berm, the height of which shall be measured from grade, on the eastern, northern and western sides of the Police Gun Range to protect against any stray or misfired round traveling off-site. A ten (10') foot high concrete wall shall be constructed between the short and long range firing stations of the Police Gun Range to provide further public protection.~~
3. Except as provided in this Second Amendment to Agreement, the terms and conditions set forth in the Agreement and the First Amendment shall remain in force and effect.
4. This Second Amendment shall be deemed effective upon execution by the Parties.
5. This Second Amendment may be fully executed in multiple originals by the Parties, each of which, bearing original signatures, shall have the force and effect of an original document.

[REMAINDER OF PAGE INTERNATIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Second Amendment to Agreement on this 20 day of October, 2017.

WITNESSES:

Drew J. Bastian
Signature

Drew J. Bastian
Print Name

Margaret T. Roberts
Signature

Margaret T. Roberts
Print Name

CITY:

CITY OF PORT ORANGE

By: Donald O. Burnette
Donald O. Burnette, Mayor

Attest: Robin Fenwick
Robin Fenwick, CMC, City Clerk

ATTEST:

By: James T. Dinneen
James T. Dinneen, County Manager

COUNTY:
COUNTY OF VOLUSIA

By: Ed Kelley
Ed Kelley, County Chair



EXHIBIT A-1

LEGAL DESCRIPTIONS

Parcel A – Skeet Range

That portion of the West ½ of Section 10, Township 17 South, Range 32 East, Volusia County, Florida, being more particularly described as follows:

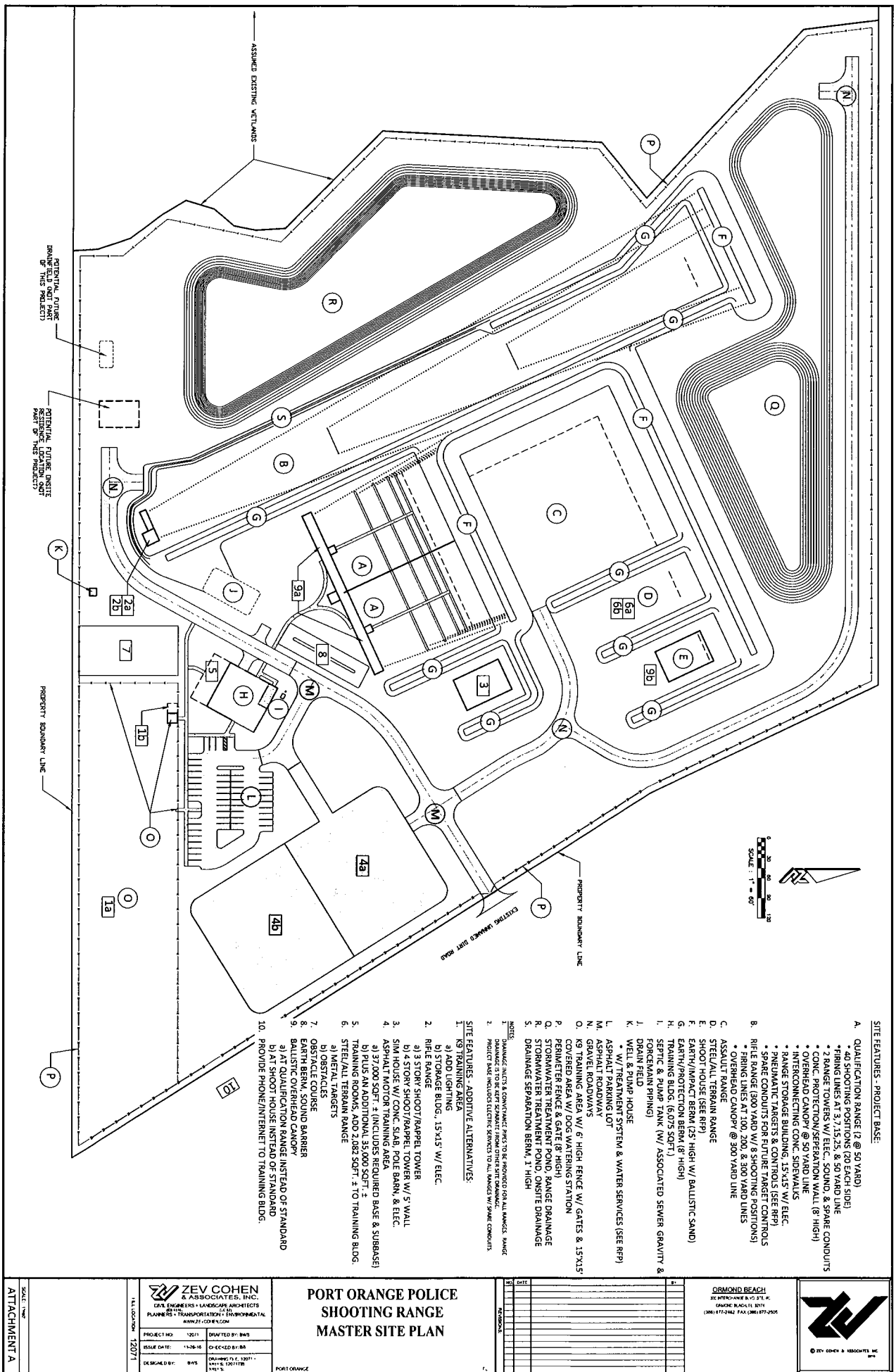
Beginning at a point on the North line of said Section 10, said point being on the Westerly right of way line of that certain Florida Power and Light Company Easement, recorded in Official Records Book 678, Page 603 and Official Records Book 756, Page 67 of the Public Records of Volusia County, Florida; thence run South 01°17'44" East along the Westerly right of line of said Florida Power and Light Company Easement, a distance of 3044.08 feet more or less to a point in the centerline of Old Pioneer Trail, a prescriptive right of way; thence run South 33°04'30" West along the centerline of said Old Pioneer Trail, a distance of 449.39 feet more or less to a point in the centerline of an unnamed dirt road; thence traversing the centerline of said unnamed dirt road for the following courses and distances: run South 86°42'57" West, a distance of 208.94 feet; thence run North 82°03'03" West, a distance of 227.63 feet; thence run North 60°26'51" West, a distance of 196.85 feet; thence run North 52°46'26" West, a distance of 213.91 feet; thence run North 26°57'30" West, a distance of 539.59 feet; thence run North 19°51'39" West, a distance of 518.84 feet; thence run North 21°20'57" West, a distance of 360.14 feet; thence run North 19°14'27" West, a distance of 231.14 feet; thence run North 13°06'30" West, a distance of 276.95 feet; thence run North 30°56'27" West, a distance of 282.76 feet; thence run North 32°00'05" West, a distance of 347.95 feet; thence run North 33°23'08" West, a distance of 496.21 feet; thence run North 24°46'11" West, a distance of 403.94 feet to a point on the North line of said Section 10, Township 17 South, Range 32 East; thence run North 88°30'35" East along said North line of said Section 10, a distance of 2415.89 feet, more or less, to a point on the Westerly right of way line of that certain Florida Power and Light Company Easement, recorded in Official Records Book 678, Page 603 and Official Records Book 756, Page 67 of the Public Records of Volusia County, Florida and the Point of Beginning.

Parcel B – Police Gun Range

A portion of the East ½ of the Northeast ¼ of Section 9, Township 17 South, Range 32 East and a portion of the Northwest ¼ of Section 10, Township 17 South, Range 32 East, Volusia County, Florida, being more particularly described as follows:

Begin at the Northwest corner of said Section 10, thence along the North line of said Section 10 North 89°08'22" East, 114.10 feet to the approximate centerline of a dirt road; thence along said centerline the following courses: South 24°33'02" East, a distance of 403.94 feet; thence South 33°09'59" East, a distance of 496.21 feet; thence South 31°48'56" East, a distance of 347.95 feet; thence South 30°43'20" East, a distance of 282.76 feet; thence South 12°53'21" East, a distance of 276.95 feet; thence South 19°01'14" East, a distance of 231.14 feet; thence South 21°07'52" East, a distance of 222.48 feet; thence depart said centerline North 89°47'39" West, a distance of 1519.25 feet; thence North 04°12'23" West, a distance of 346.28 feet; thence North 26°28'24" West; a distance of 379.35 feet; thence North 03°52'27" West, a distance of 388.74 feet; thence North 24°21'24" West, a distance of 379.35 feet; thence 388.74 feet; thence North 24°21'24" West, a distance of 268.89 feet; thence North 09°21'27" West, a distance of 693.73 feet to the North line, the Northeast ¼ of said Section 9; thence along said North line North 89°27'09" East, a distance of 865.72 feet to the Point of Beginning.

EXHIBIT B





CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 7/21/2026

SUBJECT: (B6e) Approval of a Contract with A Pump & Sprinkler Service, Inc. for irrigation well pump replacement at Cypress Head Golf Course

DEPARTMENT: Parks & Recreation

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve a contract with A Pump & Sprinkler Service, Inc. for irrigation well pump replacement at Cypress Head Golf Course for an amount not to exceed \$31,700.00 and authorize the Mayor and City Clerk to execute all associated documents.

SUMMARY: Staff received three (3) quotes to replace two (2) 7.5 horsepower submersible well pumps at Cypress Head Golf Course:

- A Pump & Sprinkler Service, Inc.- \$31,700.00
- Blackwelder Pump and Irrigation - \$39,110.61
- Thompson Well and Pump, Inc.- \$49,500.00

The irrigation pumps being requested for replacement serve as the backup water supply source to the irrigation holding lake and have experienced failure recently. During periods of insufficient rainfall, these pumps provide the means of maintaining adequate irrigation capacity for the golf course. Without operational backup pumps, the golf course would be highly vulnerable to drought conditions, potentially resulting in significant turf damage, declining course conditions, and increased recovery costs. Replacement of these pumps is necessary to ensure a reliable water supply, protect the City's investment in the golf course, and maintain acceptable playing conditions throughout periods of low rainfall.

The contract is not to exceed \$31,700.00.

Funding for the pumps is available in the Golf Course capital budget.

PRESENTER: Susan Lovallo

ATTACHMENTS:

1 Standard Contract for Services	Standard Contract for Services .pdf
----------------------------------	-------------------------------------

2	Cypress Head Golf Course Irrigation Well Pump Replacement	Cypress Head Golf Course Irrigation Well Pump Replacement.pdf
3	Special Conditions	Special Conditions.pdf
4	A pump & sprinkler \$31,700.00	A pump & sprinkler \$31,700.00.pdf
5	City Port Orange 7.5 HP Quote Revised_1_6-17-26	City Port Orange 7.5 HP Quote Revised_1_6-17-26.pdf
6	Estimate_7937_from_Blackwelder_Pump_and_Irrigation	Estimate_7937_from_Blackwelder_Pump_and_Irrigation.pdf
7	Quote summary	Quote summary.pdf

Jennifer Cox
Susan Lovallo
Sue Wang
Matthew Jones
Wayne Clark

Created/Initiated - 06/29/2026
Approved - 06/29/2026
Approved - 06/30/2026
Approved - 07/14/2026
Final Approval - 07/14/2026



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 20__, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **A PUMP & SPRINKLER SERVICE, INC.** ("Contractor"), a Florida corporation, whose principal address is 1240 Greenland Hammock, DeLand, Florida 32720. The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

(a) The Contractor hereby agrees to provide to replace two (2) 7.5 horsepower submersible well pumps at Cypress Head Golf Course, and as more specifically described in the Request for Cypress Head Golf Course Irrigation Well Pump Replacement and Special Conditions ("Scope") and the quote submitted by the Contractor ("Contractor's Proposal"). This Contract together with Scope and the Contractor's proposal, all of which may be referred to as the "Contract" and all of which are made a part hereof by reference shall constitute the formal written Contract between the City and Contractor. For convenience, the Scope, and Contractor's Proposal are attached hereto as Exhibit "1." Contractor represents that they are familiar with the documents that make up the Contract, as referenced hereinabove.

(b) The time, manner and place for performance of such services shall be:

Term: This Contract shall become effective on the last date the Contract is signed by the Parties. Work shall be complete one-hundred ninety (190) days from issuance of a Notice to Proceed (the "Term").

Manner and Place: The work shall be in accordance with and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances.

Time and Essence: Contractor acknowledges that time is of the essence for this Contract.

Authorization for Services: This Contract standing alone does not authorize the purchase of any goods or services or require the City to place any orders for goods or service. Authorization for the performance of services by the Contractor under this Contract shall be in the form of written Notice to Proceed issued and executed by the City and signed by the Contractor and a written Purchase Order. The City reserves the right to contract with other parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

2. City Obligations. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "1" attached hereto, subject to a limit not to exceed Thirty-One Thousand Seven Hundred and NO/100 Dollars (\$31,700.00). All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. Contract Administration. The Susan Lovallo, Parks and Recreation Director, shall perform contract administration of this Contract. The City may change the contract administrator, from time to time and at any time, upon written notice to Contractor. For notice provisions, see the paragraph below entitled "Notice."

4. Liens. Contractor acknowledges that Contractor shall not be entitled to lien the City or other public property.

5. Termination for Convenience of the City

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

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

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

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

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

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

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

- (i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
 - (1) the cost of work performed or supplies delivered;

- (2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;
- (3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.
- (ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 23 of this contract concerning disputes.

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

7. Termination for Default. Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein. In the event of default by the contractor, the City reserves the right to procure the item(s) bid from other sources and holds the bidder responsible for excess costs incurred as a result. City Council may elect to refrain from doing business with the bidder as stipulated in City Code 2-276 Suspension and Disbarment.

8. Examination of Records

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

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

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

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

(a) Keep and maintain public records required by the City to perform the service.

(b) Upon request from the City's custodian of public records, provide the City with a copy of the requested record or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the City.

(d) Upon completion of the Contract, Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt from public records disclosure requirements. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

If Contractor does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Contractor may be subject to penalties under Section 119.0701, Florida Statutes.

CONTRACTOR QUESTIONS RELATING TO CONTRACTOR'S DUTIES TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT MUST BE FORWARDED TO THE OFFICE OF THE CITY CLERK, CITY HALL, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129; TELEPHONE: (386) 506-5563; E-MAIL: CITYCLERK@PORT-ORANGE.ORG.

10. Termination for Non-Appropriation of Funds

(a) If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this contract is entered into, for the purpose of this Contract, then the City may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination.

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

11. Insurance. Contractor shall maintain insurance, as required herein, during the life of this Contract. Contractor shall provide to the City, a certificate of insurance endorsing the City of Port Orange as an additional named insured. All insurance coverages of the Contractor shall be primary and non-contributory. All insurance coverages of the Contractor shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation coverage, the Contractor's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured for workers' compensation. The City shall not accept Workers' Compensation Exemptions. Contractor may use leased employees if the Contractor ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access the jobsite. Any Contractor using a leased employee shall complete the City's Leased Employee Affidavit Exhibit Form. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A-" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Contractor shall not commence work under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing the required insurance. Insurer shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City no later than 10 days after non-payment. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages.

Contractor shall require and ensure each of its subcontractors to maintain, until the completion of the subcontractor's work, insurance of the types and to the limits set forth herein. All insurance coverages shall be primary and non-contributory. All insurance coverages of the subcontractors shall not seek contribution from any other insurance or self-insurance available to the City. The Contractor is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Contractor to ensure the subcontractors maintain the required coverage, shall not relieve the Contractor of any contractual responsibility, obligation or liability.

The City reserves the right to increase insurance coverage as determined for higher risk contracts.

The acceptance by the City of any Certificate of Insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with this Contract and does not waive the insurance required by this Contract.

Should at any time the Contractor or subcontractors not maintain the insurance coverages required herein, the City may terminate the Contract or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract.

Standard Insurance Requirements											
	Insurance	Standards	Additional Requirements								
☒	<u>Workers' Compensation</u> The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. The City will not accept elective exemptions. Any contractor using an employee leasing company shall complete the Leased Employee Affidavit (Exhibit A).	<table><tr><td><u>Contract Amount</u></td><td><u>Limits</u></td></tr><tr><td>Up to \$10 million</td><td>Statutory/\$500,000</td></tr><tr><td>\$10 - \$20 million</td><td>Statutory/\$1,000,000</td></tr><tr><td colspan="2">Contracts over \$20 million To Be Determined by the City.</td></tr></table>	<u>Contract Amount</u>	<u>Limits</u>	Up to \$10 million	Statutory/\$500,000	\$10 - \$20 million	Statutory/\$1,000,000	Contracts over \$20 million To Be Determined by the City.		☐ If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐ If vessels involved, Jones Act coverage with limits of \$500,000 required.
<u>Contract Amount</u>	<u>Limits</u>										
Up to \$10 million	Statutory/\$500,000										
\$10 - \$20 million	Statutory/\$1,000,000										
Contracts over \$20 million To Be Determined by the City.											
☒	Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$1,000,000 occurrence \$1,000,000 aggregate	☐ When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.								

☒	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles.	<u>Limits:</u> Auto Liability Body Injury and Property Damage: \$1,000,000 each occurrence \$1,000,000 aggregate	
Additional Insurance Requirements			
☐	Property Insurance Builders Risk. <u>Additional Coverage:</u>	<u>Limits:</u> Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☐	Professional Liability	<u>Limits:</u> Coverage - \$1,000,000	
☐	Installation Floater (IT)	<u>Limits:</u> Coverage - \$ <u>To be determined.</u>	
☐	Contractor Pollution Liability	<u>Limits:</u> Coverage - \$1,000,000	
☐	Errors and Omissions	<u>Limits:</u> Coverage - \$1,000,000	
☐	Umbrella Policy	<u>Limits:</u> Coverage - \$ <u>To be determined.</u>	
☐	Payment and Performance Bond Required	<u>Limits:</u> Coverage - Equal to amount of Contract.	
☐	City Manager waives Payment and Performance Bond for work under \$200,000.00.		
☐	Unless otherwise required by law, City Manager waives Insurance for FOB goods.		

12. A Contract for the purchase of supplies shall be governed by the City of Port Orange Code of Ordinances, as amended, and such supplies shall be deemed "goods," as defined therein.

13. Assignability of Contract. Neither this contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written approval of the City Council.

14. Modifications or Changes to this Contract

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

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

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

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

15. Sovereign Immunity. The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract

to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

16. Warranties. Contractor warrants that (1) the supplies to be provided to the City pursuant to this Contract are fit and sufficient for the purpose intended; (2) the supplies are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship, and (3) the supplies sold to the City pursuant to this Contract conform to the standards required by this Contract.

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

17. Additional Warranties. Contractor further expressly warrants that materials and workmanship are warranted from defect for a one-year period. This is a minimum acceptable warranty.

18. Inspection

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

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

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

19. Liability for Loss or Damage.

(a) Contractor shall be liable for any loss of, or damage to, City property caused by the negligence,

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

(b) To the fullest extent permitted by law, in addition to the express duty to indemnify City when there is any causal connection between Contractor's work and any injury, loss, damage, death or property damage, Contractor expressly undertakes a duty to defend City as a separate duty, independent of and broader than the duty to indemnify. The duty to defend agreed to by Contractor hereby expressly include all costs of litigation, attorney's fees, settlement costs and reasonable expenses in connection with the litigation, whether or not the claims made for loss, injury, damage or property damage are valid or groundless and regardless of whether the defense of City is maintained by the City or assumed by Contractor as long as the claims made could be causally connected to Contractor as reasonable determined by City.

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

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

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

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

23. E-Verify. Contractor 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 Contractor during the term of this Contract and shall expressly require any sub-contractors performing services pursuant to this 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 sub-contractor during the term of this Contract.

24. Disputes. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Agreement. The decision by the City Manager shall be final and binding unless, within five (5) business days from the date of delivery of the decision of the City Manager, appeal is made to the City Council in writing and delivered to the City Clerk, Robin L. Fenwick, MMC. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence.

25. Force Majeure. Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force Majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely

affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

26. Controlling Law. **THIS AGREEMENT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE AGREEMENT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.**

27. Integration. This Contract and the documents incorporated herein by reference shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

28. Notice. For purposes of this agreement, notices shall be sent as follows:

City:	City of Port Orange Attention: City Manager 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5501
Copy to:	City of Port Orange Attention: Susan Lovallo, Parks and Recreation Director 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5851
Contractor:	A Pump & Sprinkler Service, Inc. Attention: Jason Blackwelder 1240 Greenland Hammock Deland, Florida 32720 (386) 734-1853 - Telephone APumpSprinkler@cfl.rr.com - E-Mail

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

29. Contract Construction

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

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

[Remainder of this page intentionally left blank]

Witnesses:

A PUMP & SPRINKLER SERVICE, INC., A FLORIDA CORPORATION

Printed Name: _____

By: _____
Jason Blackwelder, President

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

Printed Name: _____

Date: _____

Please note that at this time the City does not accept electronic/digital signatures. A wet signature is required for this document.

CITY OF PORT ORANGE

By: _____
Scott Stiltner, Mayor

Date: _____

ATTEST:

By: _____
Robin L. Fenwick, MMC, City Clerk

Date: _____

EXHIBIT "I"

Scope and Contractor's Quote

Consisting of 4 Page(s)

Cypress Head Golf Course Irrigation Well Pump Replacement

Scope of Work

The Contractor shall furnish all labor, materials, equipment, tools, supervision, transportation, and incidentals necessary to remove and replace two (2) existing irrigation well pumps and associated components at Cypress Head Golf Course.

Work Requirements

The Contractor shall:

1. Pull and remove one (1) existing 7.5 HP submersible pump and motor utilizing appropriate lifting equipment.
2. Inspect and assess the existing well heads and related components.
3. Perform necessary repairs to the well heads as required for proper operation.
4. Fabricate and modify the well head assemblies as necessary to accommodate existing 4-inch drop pipe connections.
5. Furnish and install replacement pump equipment and materials including, but not limited to:
 - 460-volt, three-phase, 6-inch submersible motors
 - Grundfos or approved equal 300 GPM, two-stage, 6-inch pump ends
 - Approximately 63 feet of 12-4 submersible cable per well
 - Approximately 63 feet of 4-inch galvanized drop pipe per well
 - Flange gaskets
 - 4-inch galvanized tees
 - 5-inch galvanized couplings
 - Rubber bowl components and associated fittings as required
6. Reinstall pumps and return both irrigation wells to full operational condition.
7. Dispose of removed materials in accordance with applicable regulations.

Contractor Responsibilities

- Verify all field measurements and existing site conditions prior to submitting a bid.
- Coordinate work with City staff to minimize disruption to golf course operations.
- Provide all required permits, licenses, and insurance.
- Follow all applicable federal, state, and local safety regulations.

Warranty

Contractor shall provide a minimum one-year warranty covering workmanship and installed materials from the date of final acceptance.

Bid Pricing

Bid shall be submitted as a lump-sum price covering all labor, materials, equipment, permits, mobilization, and incidentals necessary to complete the work.

Site Location

Cypress Head Golf Course Port Orange, Florida

SPECIAL CONDITIONS

PERIOD OF OFFER VALIDITY

Proposals must remain firm for a period of one hundred twenty (120) days from the date.

CONTRACT TERM

The contract period shall be one-hundred ninety (190) days from the issuance of the Notice to Proceed until substantial completion.

SAFETY

The awarded Contractor will comply with all applicable OSHA, State of Florida Safety Regulations and comply with all construction safety requirements of local authorities having jurisdiction. The awarded Respondent shall exercise all due caution to exclude the public from the work area and especially from contact with any hazardous materials.

REPAIR OF DAMAGES

It is the responsibility of the awarded Respondent to repair any damages incurred in the area that are directly related to the project. When damages occur, the City of Port Orange Representative is to be notified and shall inspect the repairs upon completion.

A Pump & Sprinkler Service, Inc.

Estimate

P.O. Box 537
DeLand, FL 32721
(386) 734-1853

Date
6/17/2026

Name / Address
City of Port Orange

P.O. No.	Terms
	Due on receipt

Description	Rate	Qty
Materials & labor to pull & replace 7.5 hp submersible pump & motor with crane. Assess well head & make repairs. Fabricate well head to adapt to 4" drop pipe. 460 volt 3 ph 6" motor Grundfos 300 gpm 2 stage 6" pump end 63 ft. 12-4 sub cable 63 ft. 4" galvanized drop pipe 2 flange gaskets 4" galvanized tee 5" galvanized coupling 5x4 RB *Pumps should be the same however we will need to pull second pump for evaluation of well head flange before ordering materials. *50% deposit prior to start of job. Remainder due Net 30. Property Location: Cypress Head Golf Course	15,850.00	2
Total		\$31,700.00

Signature of Acceptance _____

Cypress Head Golf Course Irrigation Well Pump Replacement

Scope of Work

The Contractor shall furnish all labor, materials, equipment, tools, supervision, transportation, and incidentals necessary to remove and replace two (2) existing irrigation well pumps and associated components at Cypress Head Golf Course.

Work Requirements

The Contractor shall:

1. Pull and remove one (1) existing 7.5 HP submersible pump and motor utilizing appropriate lifting equipment.
2. Inspect and assess the existing well heads and related components.
3. Perform necessary repairs to the well heads as required for proper operation.
4. Fabricate and modify the well head assemblies as necessary to accommodate existing 4-inch drop pipe connections.
5. Furnish and install replacement pump equipment and materials including, but not limited to:
 - 460-volt, three-phase, 6-inch submersible motors
 - Grundfos or approved equal 300 GPM, two-stage, 6-inch pump ends
 - Approximately 63 feet of 12-4 submersible cable per well
 - Approximately 63 feet of 4-inch galvanized drop pipe per well
 - Flange gaskets
 - 4-inch galvanized tees
 - 5-inch galvanized couplings
 - Rubber bowl components and associated fittings as required
6. Reinstall pumps and return both irrigation wells to full operational condition.
7. Dispose of removed materials in accordance with applicable regulations.

Contractor Responsibilities

- Verify all field measurements and existing site conditions prior to submitting a bid.
- Coordinate work with City staff to minimize disruption to golf course operations.
- Provide all required permits, licenses, and insurance.
- Follow all applicable federal, state, and local safety regulations.

Warranty

Contractor shall provide a minimum one-year warranty covering workmanship and installed materials from the date of final acceptance.

Bid Pricing

Bid shall be submitted as a lump-sum price covering all labor, materials, equipment, permits, mobilization, and incidentals necessary to complete the work.

Site Location

Cypress Head Golf Course Port Orange, Florida

SPECIAL CONDITIONS

PERIOD OF OFFER VALIDITY

Proposals must remain firm for a period of one hundred twenty (120) days from the date.

CONTRACT TERM

The contract period shall be one-hundred ninety (190) days from the issuance of the Notice to Proceed until substantial completion.

SAFETY

The awarded Contractor will comply with all applicable OSHA, State of Florida Safety Regulations and comply with all construction safety requirements of local authorities having jurisdiction. The awarded Respondent shall exercise all due caution to exclude the public from the work area and especially from contact with any hazardous materials.

REPAIR OF DAMAGES

It is the responsibility of the awarded Respondent to repair any damages incurred in the area that are directly related to the project. When damages occur, the City of Port Orange Representative is to be notified and shall inspect the repairs upon completion.

A Pump & Sprinkler Service, Inc.

Estimate

P.O. Box 537
DeLand, FL 32721
(386) 734-1853

Date
6/17/2026

Name / Address
City of Port Orange

P.O. No.	Terms
	Due on receipt

Description	Rate	Qty
Materials & labor to pull & replace 7.5 hp submersible pump & motor with crane. Assess well head & make repairs. Fabricate well head to adapt to 4" drop pipe. 460 volt 3 ph 6" motor Grundfos 300 gpm 2 stage 6" pump end 63 ft. 12-4 sub cable 63 ft. 4" galvanized drop pipe 2 flange gaskets 4" galvanized tee 5" galvanized coupling 5x4 RB *Pumps should be the same however we will need to pull second pump for evaluation of well head flange before ordering materials. *50% deposit prior to start of job. Remainder due Net 30. Property Location: Cypress Head Golf Course	15,850.00	2
Total		\$31,700.00

Signature of Acceptance _____

Thompson Well and Pump, Inc.

Quotation

P. O. Box 371
DeLand, FL 32721-0371
Tel: 386-740-0180
Tel: 407-619-2523
Fax: 386-740-1753
 Email:
thompsonwell@bellsouth.net

Proposal Submitted To: City Of Port Orange 1000 City Center Circle Port Orange, Florida 32129	Job Name: Cypress Head Golf Course	Job Description: As Outlined below
Primary Contact: J Long	Job Location: Same	Email:
Date: June 18, 2026	Phone:	Fax:
We hereby submit specifications and estimates for:		Amount
a. Mobilization and Demobilization		
b. Remove Well Pumping Equipment		
c. Furnish (2) 460-Volt MS6000 460-volt Motors		
d. Furnish (2) Grundfos 300 GPM 2-Stage Submersible Pumps		
e. Furnish (126-Feet) of 4-inch Galvanized Pump Motor Drop Pipe		
f. Furnish (126-feet) Submersible Motor Cable		
g. Furnish (2) 4-inch Galvanized Tees		
h. Furnish (1) 5-inch Galvanized Coupling		
i. Furnish (1) 5x4 Galvanized Reducer Bushing		
TOTAL PACKAGE COST FOR THE ABOVE		49,500.00
"Special Provisions" a. Paid In Full 30-Days From Invoice b. TWP Gives a (1) Year Manufacturers Warranty does not cover pumping sediment, sand, Sand Etc. Water Quality Issues, Misuse of Product. c. TWP offers a Down Hole Video Inspection To Inspect Well Casing and Borehole Condition and Would Be An Additional \$ 2,000.00 d. Additional Items If Needed Would Be Considered An Extra Cost		
We propose hereby to furnish material and labor, complete in accordance with the above specifications, for the sum of: \$ <u>49,500.00</u> With payments to be made as follows: <u>Net 30</u>		
Any alteration or deviation from the above specifications that incurs extra costs will be executed only upon written order and will be billed as an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond our Control	Respectfully submitted: <u>Jerry E. Thompson, Jr.</u> Note – This proposal may be withdrawn by us if it is not accepted within 30 days.	
Acceptance of Proposal		

Thompson Well and Pump, Inc.

Quotation

P. O. Box 371
DeLand, FL 32721-0371
Tel: 386-740-0180
Tel: 407-619-2523
Fax: 386-740-1753
Email:
thompsonwell@bellsouth.net

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined.

Owners or Owner's Agent

Signature: _____

Printed Name: _____

Date of Acceptance: _____

ESTIMATE

Blackwelder Pump and Irrigation

3685 Cross Branch Rd

Deland, FL 32724

brianpumpman@gmail.com

+1 (386) 738-5338

http://blackwelderpump.com



Bill to

City of Port Orange

Port Orange ,FL

Ship to

City of Port Orange

Estimate details

Estimate no.: 7937

Estimate date: 06/24/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Pull And Set Fee	Labor to pull and set well items with pump truck for 6" equipment	2	\$3,000.00	\$6,000.00
2.		6" 3 ph 460 volt motor	6" sub motor 460 v 3 phase	2	\$6,550.00	\$13,100.00
3.		6" 300 gpm liquid end	6" 300 rpm liquid end	2	\$6,780.00	\$13,560.00
4.		12-4 Sub Cable		126	\$2.00	\$252.00
5.		Splice kit.		1	\$12.50	\$12.50
6.		4" galv tee	4" galvanized tee	2	\$85.00	\$170.00
7.		5" galv coupling	5" galvanized coupling	2	\$98.00	\$196.00
8.		Sales		126	\$29.00	\$3,654.00
9.		7% Expendable Materials Fee	Glue,Teflon, misc materials	1	\$2,166.11	\$2,166.11
Total						\$39,110.61

Accepted date

Accepted by

Cypress Head Golf Course Irrigation Well Replacement	
Company	Total
A Pump & Sprinkler Service, Inc.	\$31,700.00
Blackwelder Pump and Irrigation	\$39,110.61
Thompson Well and Pump, Inc.	\$49,500.00



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 7/21/2026

SUBJECT: (B6f) Approval to Waive Formal Bidding Requirements and Approve the Professional Services Agreement with Pittman Law Group

DEPARTMENT: City Manager

GOAL: 5 - Fiscal Sustainability

RECOMMENDED MOTION: Move to approve the waiver of formal bidding procedures and approve the Professional Services Agreement with Pittman Law Group for an amount not to exceed \$60,000 annually; and authorize the Mayor and the City Clerk to execute all required contract documents.

SUMMARY:

Staff requests that the City Council waive the formal bidding requirements and approve the attached Professional Services Agreement with Pittman Law Group to provide legislative lobbying services on behalf of the City for the 2026–2028 legislative sessions, with continuation for ensuing legislative sessions unless otherwise terminated in accordance with the agreement.

Pittman Law Group has represented the City for more than 15 years, providing legislative advocacy and strategic guidance before the Florida Legislature and state agencies. Their services include pursuing legislative appropriations and grant funding, monitoring legislation affecting municipalities, coordinating meetings with state legislators and agencies, and advocating for the City's legislative priorities.

The firm's efforts have resulted in significant funding for City infrastructure projects. Since 2022, the City has secured more than **\$10.5 million** in state legislative appropriations, including funding for stormwater and flood mitigation projects identified in the City's Stormwater Master Plan, water quality improvements, utility infrastructure, sewer force main river crossing improvements, water main improvements, and lift station rehabilitation projects. These appropriations have significantly leveraged local funds and advanced priority capital improvements that otherwise would have been difficult to accomplish.

The proposed agreement will allow Pittman Law Group to continue advocating for legislative priorities, state grant opportunities, and other legislative priorities identified by the City Council and City Manager.

Because legislative lobbying services require specialized expertise, established relationships with state legislators and agencies, institutional knowledge of the City's

priorities, and continuity of representation, Staff recommends waiving the City's formal bidding requirements. Based on Pittman Law Group's demonstrated success, extensive experience representing the City, and proven ability to secure substantial state funding, Staff believes it is in the City's best interest to continue this professional relationship.

PRESENTER: Robin Fenwick

ATTACHMENTS:

1.	Pittman Law Group 2026-28 Agreement with Addendum	Pittman Law Group 2026-28 Agreement with Addendum.pdf
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Robin Fenwick	Created/Initiated - 07/06/2026
Robin Fenwick	Approved - 07/06/2026
Sue Wang	Approved - 07/06/2026
Matthew Jones	Approved - 07/08/2026
Wayne Clark	Final Approval - 07/10/2026



June 20, 2026

Mr. Wayne Clark, City Manager
The City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

RE: Professional Services Agreement

Dear Mr. Clark,

Thank you for the opportunity to continue our work with the City of Port Orange before the Florida Legislature. We take pride in our representation of clients before the legislative body and other tribunals and are prepared to work on your behalf for the upcoming legislative sessions as well. Please know that we will always work aggressively and diligently to pursue all the goals and priorities that you set for us to follow.

We consider it our responsibility to perform all traditional Legal and Governmental Relations activities at the Legislative and Executive Branch levels. This includes working with staff in the Legislature and the Governor's Office, and/or any agencies of the Executive Branch; it requires us to keep you informed of any developments and/or decisions that may have impact.

Pittman Law Group would like to extend the current agreement for representation of the City of Port Orange, beginning July 1, 2026 through June 30, 2028. It is understood that this contract is cancelable with thirty days (30) notice; however, it cannot be cancelled during any year where a Legislative Session has concluded, as the fee is then considered fully earned. This must be the case because under Florida law contingency fee arrangements are prohibited.

Our deliverables are as follows:

- We will consult and assist on all matters relating to the Florida Legislature and the Executive Office of the Governor and/or Agencies; and

- we will consult and assist your efforts to draft and finalize your legislative priorities; and
- our team will lobby the issues approved by the City of Port Orange Mayor, City Council and City Manager; and
- we will build political support on issues originated and/or supported by the City of Port Orange.

I want to thank you again for your interest in our firm and for the confidence you have shown in our ability to help your organization. I look forward to many successes on your behalf. Please know that we will maintain every confidence you have placed with and in us.

With kind regards,

A handwritten signature in dark ink, appearing to read "S. Pittman". The signature is stylized with a large, circular loop at the top and a long, sweeping underline.

Sean Pittman

SIGNED: See page 7 of the Addendum.
Wayne Clark
The City of Port Orange

ADDENDUM NO. 1
to Pittman Law Group, P.L. Professional Services Agreement dated June 20, 2026

This Addendum No. 1 is entered into on the day and year set forth hereinafter by and between the CITY OF PORT ORANGE, a Florida municipal corporation whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **PITTMAN LAW GROUP, P.L.** ("Consultant"), a Florida limited liability corporation, whose principal address is 1028 East Park Avenue, Tallahassee, Florida 32301 (collectively "the Parties"). The Parties have agreed as follows:

1. This Addendum No. 1 supplements the terms provided in the letter dated June 20, 2026, from Pittman Law Group P.L. to the City of Port Orange, Florida, and together shall constitute the entire agreement between the Parties ("Agreement").

2. Term. Notwithstanding the date of execution, the term of this Agreement shall commence on July 1, 2026, and continue until June 30, 2028 ("Term").

3. City Obligations. In return for the services identified above, the City agrees to compensate the Consultant for an amount of Sixty Thousand and NO/100 Dollars (\$60,000.00) per year, due and owing October 1st of each year, with payment due within 45 days of October 1st of the then-current year, pursuant to the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

4. Contract Administration. The City Manager, Wayne Clark, shall perform contract administration of this Agreement. The City may change the contract administration, from time to time and at any time, upon written notice to Consultant. For notice provisions, see the paragraph below entitled "Notice."

5. Insurance. Consultant shall maintain insurance, as required herein, during the life of this Agreement. All insurance coverages of the Consultant shall be primary and non-contributory. All insurance coverages of the Consultant shall not seek contribution from any other insurance or self-insurance available to the City.

Insurance policies shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A-" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Consultant shall not commence work under this Agreement until the City has received a certificate or certificates of insurance with endorsement evidencing the required insurance. Insurer shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City no later than 10 days after non-payment. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages.

The acceptance by the City of any Certificate of Insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with this Agreement and does not waive the insurance required by this Agreement.

Should at any time the Consultant not maintain the insurance coverages required herein, the City

may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Consultant for such coverages purchased. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Agreement.

Insurance Requirements		
	Insurance	Standards
	Comprehensive General Liability (Including Completed Operations and Contractual Liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$1,000,000 occurrence \$1,000,000 aggregate
	Professional Liability	<u>Limits:</u> \$1,000,000 occurrence \$1,000,000 aggregate

6. Examination of Records.

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

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

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

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

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

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

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term.

(d) Upon completion of the Agreement, Consultant shall transfer to the City, at no cost, all public records in possession of the Consultant and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

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

CONSULTANT QUESTIONS RELATING TO CONSULTANT'S DUTIES TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT MUST BE FORWARDED TO THE OFFICE OF THE CITY CLERK, CITY HALL, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129 TELEPHONE: (386) 506-5563 E-MAIL: CITYCLERK@PORT-ORANGE.ORG.

8. Non-discrimination. During the performance of this Agreement, Consultant agrees as follows:

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

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

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

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

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

benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

11. Force Majeure. Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force Majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

12. Controlling Law. **THIS AGREEMENT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE AGREEMENT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.**

13. Notice. For purposes of this Agreement, notices shall be sent as follows:

City: City of Port Orange
Attention: City Manager
1000 City Center Circle Port
Orange, Florida 32129 (386)
(386) 506-5501

Copy to: City of Port Orange
Attention: Robin Fenwick, Assistant City Manager
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5501

Consultant: Pittman Law Group, P.L.
Attention: Sean Pittman, CEO 1028
East Park Avenue Tallahassee,
Florida 32301
(850) 216-1002 - Telephone
(850) 224-7477 - Facsimile

Any notice or other communication given under the Agreement will be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

14. Integration. This Agreement and the documents incorporated herein by reference shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations

other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

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

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

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

Witnesses:

PITTMAN LAW GROUP, P.L.

Printed Name: _____

By: _____
Sean Pittman, CEO

Printed Name: _____

Date: _____

CITY OF PORT ORANGE

By: _____
Scott Stiltner, Mayor

Date: _____

Attest:

By: _____
Robin L. Fenwick, MMC, City Clerk

Date: _____



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 7/21/2026

SUBJECT: (B7) Resolution No. 26-37- Revising Fees at Cypress Head Golf Course

DEPARTMENT: Parks & Recreation

GOAL: 5 - Fiscal Sustainability

RECOMMENDED MOTION: Move to approve Resolution No. 26-37 and authorize the Mayor and City Clerk to execute the associated documents.

SUMMARY: The golf course currently operates under Resolution No. 21-33, adopted in October 2021, which established a ceiling for golf fees. Per the Kemper Sports contract, they are responsible for setting fees to maximize the tee-sheet, cover operating costs, and provide good value to our residents to play golf. These fees can change daily, monthly, weekly, or annually based on the category and market. The fee ceiling has been reached in some categories. Therefore, Staff is requesting to raise the ceiling for Kemper to have the tools they need to operate the course. The Golf Advisory Board reviewed these fees at their June 23 meeting and unanimously supported the new ceiling. There is no timeline for these fees. Kemper manages the fees and provides monthly financial reports to Staff and quarterly financial reports to the advisory board and Council. The golf course is also audited annually and that report is presented to the Council. The following will outline the new fee ceiling:

Cypress Head Max Fee Proposal

Fee Type	Current Max Fee	Proposed New Max Fee
Player (per person) Green Fee	\$57.50	\$71.88
Junior (per person) Green Fee	\$21.25	\$24.44
Cart Rental (per person)	\$28.75	\$35.94
Legacy Pass		
Legacy Pass Holder	\$2,125.00	\$2,656.25
Spouse	\$1,125.00	\$1,406.25
Junior	\$500.00	\$575.00
Transfer Fee (with qualify sale of property)	\$250.00	\$312.50
Cypress Pass		
May be prorated on monthly basis up to 6 months		
Cypress Pass Holder	\$2,625.00	\$3,281.25
Spouse	\$1,500.00	\$1,875.00
Trail		
Trail Pass (12 month)	\$1,875.00	\$2,156.25
Trail Pass (6month - Oct 1-March 31)	60% of the <u>12 month</u> pass	\$1,293.75

In addition, the \$1.00 per 9 hole round currently charged to help cover the cost of capital expenses will be raised to \$2.00 per 9 hole round in order to create a more sustainable capital reserve.

PRESENTER: Susan Lovallo

ATTACHMENTS:

1.	Resolution No. 26-37	Resolution No. 26-37 .pdf
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Susan Lovallo	Created/Initiated - 06/24/2026
Susan Lovallo	Approved - 06/24/2026
Sue Wang	Approved - 06/24/2026
Matthew Jones	Approved - 07/07/2026
Wayne Clark	Final Approval - 07/10/2026

RESOLUTION NO. 26-37

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PORT ORANGE, VOLUSIA COUNTY, FLORIDA,
ADOPTING REVISED CHARGES AND FEES RELATING
TO MUNICIPAL GOLF COURSE; PROVIDING FOR
REPEAL OF CONFLICTING RESOLUTIONS; AND
PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 166.201, Florida Statutes, provides for municipalities in the State of Florida to impose user charges or fees by ordinances; and

WHEREAS, Chapter 50, Article IV, Code of Ordinances, City of Port Orange, Florida, authorizes the imposition of charges and fees relating to municipal golf course activities; and

WHEREAS, Cypress pass offered on an annual basis, may be prorated on a monthly basis for the first six months of each pass year beginning October 1st and shall not be eligible for any further proration thereafter; and

WHEREAS, the City of Port Orange has previously established charges and fees for use of the municipal golf course by resolution; and

WHEREAS, the Parks and Recreation Director has reviewed the current fees and charges and recommends approval of the revised golf course charges and fees set forth in this resolution.

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

Section 1. Pursuant to Section 50-83 of the Code of Ordinances, City of Port Orange, Florida, the following maximum fees are established for use of the municipal golf course by residents:

GOLF ROUND

DAILY

Player (per person) Green Fee

\$71.88 (plus sales tax)

Junior (per person) Green Fee	\$24.44 (plus sales tax)
Cart Rental (per person)	\$35.94 (plus sales tax)
<u>LEGACY PASS</u>	<u>ANNUAL</u>
Legacy Pass Holder	\$2,656.25 (plus sales tax)
Spouse	\$1,406.25 (plus sales tax)
Junior	\$575.00 (plus sales tax)
Transfer fee (with qualifying sale of property)	\$312.50 (plus sales tax)

<u>CYPRESS PASS*</u>	<u>ANNUAL</u>
Cypress Pass Holder	\$3,281.25 (plus sales tax)
Spouse	\$1,875.00 (plus sales tax)

*May be prorated on monthly basis (up to 6 months)

<u>TRAIL</u>	<u>ANNUAL</u>
Trail Pass (12 month)	\$2,156.25 (plus sales tax)
Trail Pass (6 month - Oct 1 thru March 31)	\$1,293.75 (plus sales tax)

<u>PLAY CARD</u>	No longer being offered.
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Section 2. Pursuant to Section 50-87 of the Code of Ordinances, City of Port Orange, Florida, the following maximum fees are established for use of the municipal golf course by nonresidents:

Nonresidents may be assessed fees up to twenty-five percent (25%) greater than those set forth in Section 1 above.

Section 3. Surcharge. Every player using the golf course shall pay a \$2.00 surcharge for each 9-hole round of golf played, unless said round is offered for exchange as barter for third party wholesaler service pursuant to a written agreement. This surcharge shall be assessed in addition to the charges outlined above in Sections 1 and 2. Fifty

percent (50%) of the total surcharge collected, less applicable sales tax, shall be reserved for capital expenditures made for clubhouse, golf course, or golf course-related facilities improvements, renovations or restorations. Capital expenditures shall be defined as those expenditures exceeding \$5,000.00 in cost and useful life of one year or more.

Section 4. Sales Tax. Applicable sales tax shall be added to the fees and surcharge established herein.

Section 5. This Resolution shall supersede Resolution 21-33 and all resolutions or parts of resolutions in conflict with the provisions of this resolution are hereby repealed to the extent of such conflict.

Section 6. The charges and fees established herein shall become effective immediately upon adoption.

MAYOR SCOTT STILTNER

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Passed and adopted on the _____ day of _____

Reviewed and Approved: _____
Shannon K. Balmer, Senior Assistant City Attorney



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 7/21/2026

SUBJECT: (B8) Approval of a License Agreement with CBHA Property Holdings, LLC, to install a monument sign within the Charles Street right-of-way at 220 Charles Street

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve execution of a License Agreement with CBHA Property Holdings, LLC to install a monument sign within the Charles Street right-of-way at 220 Charles Street and authorize the Mayor and City Clerk to sign said License Agreement.

SUMMARY: Staff received an application for a License Agreement from the property owners of 220 Charles Street to install a monument sign on the south side of Charles Street within the Charles Street right-of-way, a public right-of-way. The property owner, CBHA Property Holdings, LLC, is requesting the License Agreement to install a monument sign identifying their business (Cool Breeze Heating and Air), along with associated electrical, irrigation, and landscaping improvements within the right-of-way.

The segment of Charles Street right-of-way abutting the 220 Charles Street parcel is approximately 70 feet wide, with the roadway located toward the north side of the right-of-way, leaving approximately 22 feet on the south side between the roadway and the property line for 220 Charles Street. According to the Land Development Code (LDC), a monument sign is required to be set back five (5) feet from the right-of-way line. Therefore, if the proposed sign were installed on the 220 Charles Street parcel pursuant to the setbacks established in the LDC, it would be set back approximately 27 feet from Charles Street, which, according to the property owners, would limit its visibility. The property owners are requesting a License Agreement to allow installation of the sign within the right-of-way so that customers visiting the business can more easily see their sign.



Staff has reviewed the proposed location of the monument sign and determined that installation within the right-of-way would not restrict visibility for vehicles entering or exiting the business, nor would it obstruct sight lines for vehicles traveling east or west on Charles Street.

A building permit for the monument sign has also been submitted to the City for review and complies with the LDC requirements, except for the setback requirement. Issuance of a sign permit is contingent upon the property owner's approval and execution of the License Agreement. The property owners have been advised that, under the License Agreement, installation is limited to the monument sign and associated electrical, irrigation, and landscaping improvements, and that such improvements must not interfere with City utility lines. The property owners are also responsible for maintaining the sign and landscaping.

If the property owners do not comply with the requirements of the License Agreement, the City may take necessary corrective actions at the property owners' expense. City liability concerns are addressed through an indemnification provision in the License Agreement, and the applicant has provided proof of a \$1 million liability insurance policy. If approved, the sign permit will be issued, allowing the sign and landscaping improvements to be installed within the Charles Street right-of-way.

PRESENTER: Tim Burman

ATTACHMENTS:

1.	License Agreement w exhibit	License Agreement w exhibit.pdf
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Margaret Tomlinson
Tim Burman
Shannon Balmer

Created/Initiated - 07/01/2026
Approved - 07/06/2026
Approved - 07/14/2026

This Document Prepared by:

Shannon K. Balmer
Senior Assistant City Attorney
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

LICENSE AGREEMENT

THIS **LICENSE AGREEMENT** is made and entered into this _____ day of _____, 2026, by and between the **City of Port Orange**, a chartered municipal corporation, having its principal place of business located at 1000 City Center Circle, Port Orange FL 32129 in Volusia County, Florida ("City") and **CBHA Property Holdings, LLC**, a Florida limited liability company, whose post office address is 3318 S. Peninsula Drive, Port Orange, FL 32127, ("Licensee").

PREMISES

WHEREAS, the Licensee is the owner of real property located at 220 Charles Street, Port Orange, FL, identified as Parcel No. 6303-03-00-0460, more particularly described as follows:

Lots 45 through 51, J.E. Rawlings Inc. Subdivision at Port Orange, according to the map or plat thereof as recorded in Plat Book 7, Page 33, Public Records of Volusia County, Florida, as lies Easterly of Lafayette Street, a 40-foot street as now laid out ("Property"); and

WHEREAS, the City is the public entity that holds the dedication of the right-of-way known as Charles Street ("City ROW"), a portion of which is contiguous to the Property; and

WHEREAS, the portion of the City ROW adjacent to the Property is approximately 70 feet wide, with the paved roadway located toward the north side of the right-of-way, leaving approximately 22 feet on the south side between the paved roadway and the property line for the Property; and

WHEREAS, due to the unusual width of City ROW for a local road and the location of the paved roadway within the City ROW, the Licensee is unable to install a sign on the Property for the purpose of typical visual benefits for business identification and promotion; and

WHEREAS, Licensee desires to obtain from City a license or permission to use a portion of the City ROW for the purpose of construction, repair, and maintenance of a monument sign identifying their business, along with associated electrical, irrigation, and landscaping improvements, within a portion of City ROW; and

WHEREAS, the Licensee hereby warrants to the City that the Licensee has full power and authority to enter into this Agreement, and that the Licensee agrees to be bound by the terms and conditions hereof is in compliance with and shall remain in compliance with any declaration of covenants and restrictions, as may exist and as may be amended from time to time.

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 ("License") to enter upon and to utilize a portion of the real property established as Charles Street by virtue of the plat of J.E. Rawlings Inc. Subdivision at Port Orange, according to the map or plat thereof as recorded in Plat Book 7, Page 33, Public Records of Volusia County, Florida, being approximately 22 feet by 30 feet, and being generally depicted in the graphic marked **Exhibit "A"**, (License Premises"), attached hereto and made a part hereof by reference, for the purpose of construction, repair, and maintenance of a monument sign identifying their business, along with the associated electrical, irrigation, and landscaping improvements, within the right-of-way (hereinafter "Improvements") subject to the terms and conditions set forth herein.
2. The license granted by this License Agreement shall commence on the date last signed by the parties and shall continue, unless terminated or otherwise modified in accordance with the provisions specified herein.
3. Licensee covenants and agrees all Improvements, uses, and activities shall comply with the terms and conditions of this License Agreement, in accordance with City of Port Orange Land Development Code ("LDC") and any other applicable laws.
4. The Licensee agrees that upon completion of the construction of the Improvements, Licensee shall be responsible for the following:
 - a. Repair all damage within the License Premises caused by the ingress and egress of construction equipment and resulting from all Licensee's activity upon the License Premises; and
 - b. Return the License Premises and adjoining lands of the City to the conditions prior to being disturbed during the tree removal process.
4. The Licensee jointly and severally assumes all responsibility for the construction, repair, landscaping, irrigation and maintenance thereof and, if necessary, replacement of all Improvements depicted on Exhibit "A".
5. The Licensee agrees, upon thirty (30) days written notice from the City, to maintain, repair or replace all Improvements which 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.
6. The Licensee agrees that no improvements shall be made or altered on the Subject Property except as approved by this License Agreement or subsequently approved by amendments thereto. However, the Improvements may be maintained, repaired, replaced and removed, subject to the terms and conditions contained herein.
7. 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 further force and effect. Upon termination by either party, the Licensee shall have thirty (30) days to remove the Improvements, upon which time said improvements shall be deemed

abandoned in place by the Licensee, without further right or obligation by the Licensee. Upon termination pursuant to this Section 7, the City shall have the right to remove all Improvements without further notice or obligation to the Licensee.

10. This license is given to the Licensee as an accommodation to the Licensee without any consideration. The Licensee acknowledges the legal title of the Licensor to the property described herein and agrees never to deny such title or to claim title in the Licensee's name. This license is personal to 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 Licensee in whole or in part.

11. Licensee assumes all risk in the operation of this Agreement and shall be solely responsible and answerable in damages for all accidents or injuries to persons or property, and hereby covenants and agrees to indemnify and save harmless Licensor, the members of the City Council and Licensor's officers, employees and agents from any and all claims, suits, losses, damage or injury to persons or property of whatsoever kind and nature, whether direct or indirect, arising out of the operation of this Agreement or the carelessness, negligence or improper conduct of Licensee or any of Licensee's servants, agents or employees, and including, but not limited to employment or personnel matters or disputes, which responsibility shall not be limited to the insurance coverage herein provided for. This indemnity and hold harmless provision shall survive the expiration or termination of this agreement.

12. 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 License Premises. Licensee agrees to maintain general liability insurance having a minimum coverage of **One Million Dollars (\$1,000,000.00)** with the City as an additional insured and shall further provide for the insurance carrier to notify the City not less than 30 days prior to an effective date of non-coverage or policy cancellation. Proof of insurance coverage as set forth above shall be provided to the City with the License Agreement, signed by the Licensees, prior to City execution. Further, the Licensee shall indemnify and hold harmless the City, its officers, employees and agents, from and against all claims, damages, losses and expenses, 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 by Licensee, his invitees and members of the public, 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 provided for herein 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 Subject Property is hindered or disturbed.

13. All notices required to be given by any party shall be in writing, addressed to all other parties, and delivered by certified mail or in person as follows:

City:	City of Port Orange % City Manager 1000 City Center Circle Port Orange, Florida 32129
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Licensee:	CBHA Property Holdings, LLC
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Attn: Scott Moore
3318 S. Peninsula Drive
Port Orange, FL 32127

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

15. This License Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile of an executed copy of this License Agreement shall be deemed valid as if an original signature was delivered.

16. 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.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

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

WITNESSES:

LICENSOR:

Printed Name: _____
1000 City Center Circle
Port Orange, FL 32129

CITY OF PORT ORANGE, FLORIDA
a chartered municipal corporation

Printed Name: _____
1000 City Center Circle
Port Orange, FL 32129

By: _____
Scott Stiltner, Mayor

Date: _____

Attest: _____
Robin L. Fenwick, MMC, City Clerk

(SEAL)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [XX] physical presence or [] online notarization this _____ day of _____, 2026, by Scott Stiltner, as Mayor and Robin L. Fenwick, as the City Clerk, both of the City of Port Orange, Florida, who acknowledged that they are 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 [] has produced _____ as identification.

Notary Public, State of Florida at Large
Printed name, commission and expiration:

WITNESSES:

LICENSEE: CBHA Property Holdings, LLC, a Florida limited liability company

Witness : _____

Printed Name: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

Witness : _____

Printed Name: _____

Address: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization this ____ day of _____, 2026, by _____ on behalf of **CBHA Property Holdings, LLC**, a Florida limited liability company., who is authorized to execute the foregoing LICENSE AGREEMENT, and who ☐ is personally known to me, or ☐ has produced _____ as identification.

Notary Public, State of Florida at Large

Printed name, commission and expiration:

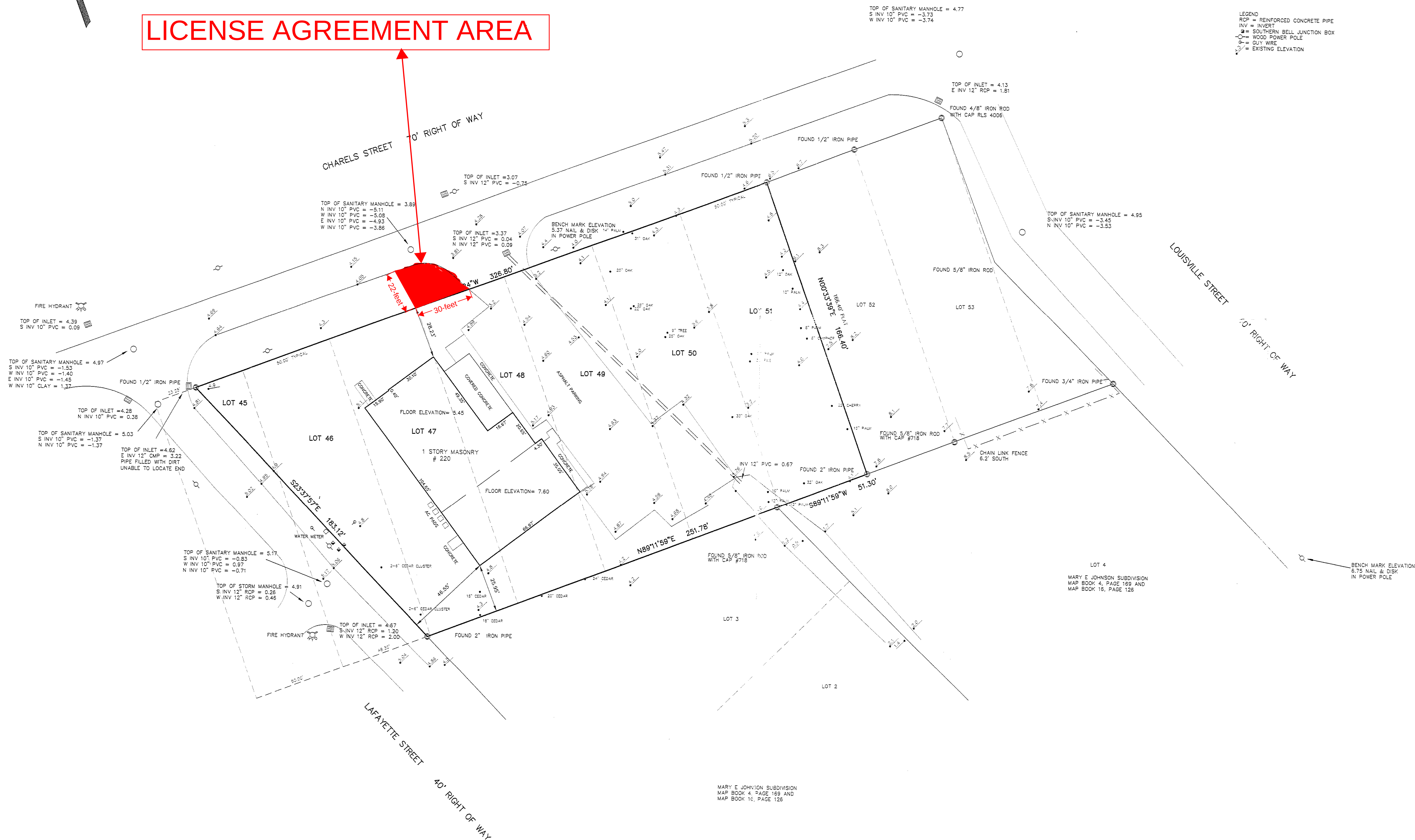
EXHIBIT "A"

DESCRIPTION
LOTS 45 AND 46 LYING EASTERLY OF LAFAYETTE STREET, AND ALL OF LOTS
47 THROUGH 51, JE RAWLINGS SUBDIVISION AS RECORDED IN MAP BOOK 7,
PAGE 33, ALL IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

- NOTES
1. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS,
RIGHTS OF WAY, AND OR OWNERSHIP FURNISHED THIS
SURVEYOR EXCEPT AS SHOWN.
 2. DESCRIPTION BY DUNHAM ASSOCIATES, INC.
 3. NO UNDERGROUND STRUCTURES AND OR FOUNDATIONS,
IF ANY, WERE LOCATED EXCEPT AS MAY BE SHOWN.
 4. BEARING BASE S89°37'24"W ASSUMED ALONG CHARLES STREET.
 5. ELEVATIONS REFER TO NATIONAL GEODETIC VERTICAL
DATUM 1929.
 6. BENCH MARK REFERENCE ELEVATION 6.56, HPR 656.

LEGEND
RCP = REINFORCED CONCRETE PIPE
INV = INVERT
S = SOUTHERN BELL JUNCTION BOX
W = WOOD POWER POLE
G = GUY WIRE
E = EXISTING ELEVATION

LICENSE AGREEMENT AREA



CERTIFICATIONS ADDED 2-13-02 BOUNDARY NOT UPDATED
ADDITIONAL ELEVATIONS ADDED 5-09-01
REMOVED LOT 4 11-4-00

FLOOD ZONES: FLOOD ELEVATION: PANEL NO: DATED:		CERTIFIED TO: NEW DAY DEVELOPMENT, LC ATTORNEY'S TITLE INSURANCE FUND, INC KINSEY VINCENT PYLE, LC HARBOR FEDERAL SAVINGS BANK, ITS SUCCESSORS AND/OR ASSIGNS	
THE FORGONE PLAT IS CERTIFIED TO MEET THE MINIMUM TECHNICAL REQUIREMENTS AS ESTABLISHED BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS PER CHAPTER 4007-40, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.007, FLORIDA STATUTES.		SURVEY TYPE: BOUNDARY TOPOGRAPHIC	
M.A. DUNHAM P.L.S. 2286, E.S. DUNHAM P.L.S. 4142 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.		DUNHAM ASSOCIATES, INC. LAND SURVEYORS, L.B. # 6073 1733 RIDGEWOOD AVENUE HOLLY HILL, FL 32117 (904) 677-5443	
DATE: 2-11-00		SCALE: 1"=30'	
		FILE: R-23-0-51	



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 7/21/2026

SUBJECT: (G14) Second Reading - Ordinance No. 2026-6 - Proposing Amendments to the City's Charter relating to Residency Requirements and Setting a Charter Referendum

DEPARTMENT: City Attorney

GOAL: 6 - Organizational Excellence

RECOMMENDED MOTION: Move to approve Ordinance No. 2026-6.

SUMMARY: In a recent election, questions arose regarding the residency requirement for elected officials. The City Charter sets forth the qualifications that must be met to become a candidate and it currently requires that a person seeking to become a candidate be a resident of Port Orange for at least 12 months. While we assume that this means the candidate should be a resident of Port Orange for at least 12 months immediately prior to the election for which the candidate is attempting to qualify and that the residency is continuous in nature, the Charter language is silent as to when the minimum 12 month residency must take place and whether it must be continuous.

After reviewing the relevant case law regarding qualifications for elections along with the current charter language, it became clear that the courts will not assume requirements that are not expressly contained within the charter language. Therefore, in order to be able to enforce what is believed to have been the original intent of the residency provision, an amendment to the Charter is necessary. The proposed addition will specify that the 12 month residence requirement must be both continuous in nature and immediately preceding the qualifying period.

The proposed Charter revision would also add a requirement that proof of residency be submitted by each prospective candidate at the time of qualifying for office along with an affidavit providing residency information and an affirmation that the prospective candidate meets the qualification requirements for the office pursued by the candidate.

Lastly, the Charter is currently silent as to who decides disputes related to qualifications or elections. Therefore, a revision is proposed to make it clear that City Council is the deciding body subject to review by a court of competent jurisdiction. Pursuant to s. 166.031 of the Florida Statutes, City Council must submit the proposed amendment to its Charter to the electors of the City of Port Orange for a vote. The four ballot questions that will show up on the November election are as set forth in Ordinance No. 2026-6. If the amendments are approved by a majority of the voters, the amendments will become

effective on January 1, 2027.

PRESENTER: Matthew Jones

ATTACHMENTS:

1.	Ord. No. 2026-6 - Port Orange Charter Am re Residency	Ord. No. 2026-6 - Port Orange Charter Am re Residency.pdf
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Amanda Bonin

Created/Initiated - 07/06/2026

ORDINANCE NO. 2026-6

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, PROPOSING AMENDMENTS TO THE CITY OF PORT ORANGE CHARTER; SETTING A CHARTER AMENDMENT REFERENDUM; AMENDING THE CHARTER OF THE CITY OF PORT ORANGE TO CHANGE THE QUALIFICATION REQUIREMENTS FOR CITY COUNCIL MEMBERS INCLUDING THE MAYOR; AMENDING THE RESIDENCY REQUIREMENTS; PROVIDING FOR AUTHORITY TO RESOLVE DISPUTES RELATED TO QUALIFICATION AND ELECTION; PROVIDING FOR AN ELECTION TO BE HELD NOVEMBER 3, 2026, WHEN QUALIFIED ELECTORS OF THE CITY MAY VOTE FOR OR AGAINST THE CHARTER AMENDMENTS; PROVIDING FOR BALLOT QUESTIONS; PROVIDING FOR PUBLIC NOTICE; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Charter of the City of Port Orange, Florida, may be amended pursuant to the Municipal Home Rule Powers Act found in Chapter 166, Florida Statutes; and

WHEREAS, Section 166.031(1), Florida Statutes, provides that the governing body of a municipality may, by ordinance . . . submit to the electors of said municipality a proposed amendment to its charter, which amendment may be to any part or to all of said charter; and

WHEREAS, Section 166.031(1), Florida Statutes, further provides that the governing body of the municipality shall place the proposed amendment to a vote of the electors at the next general election held within the municipality or at a special election called for such purpose; and

WHEREAS, amendments to City of Port Orange's Charter have been proposed by the City Council of the City of Port Orange as set forth in this Ordinance; and

WHEREAS, the City Council of the City of Port Orange, after review and consideration of the proposed amendments, has determined that it is in the best interest of the health, safety, and welfare of the citizens and residents of the City of Port Orange, Florida, that the City's Charter be amended as set forth herein; and

WHEREAS, the City Council of the City of Port Orange has determined that it is in the best interest of the health, safety, and welfare of the citizens and residents of the City that a referendum to amend the City's Charter be placed on the ballot at the election to be held on November 3, 2026, in the City of Port Orange to amend the City Charter.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, FLORIDA:

SECTION 1. SETTING OF CHARTER AMENDMENT REFERENDUM. The City Council hereby calls for and orders the holding of a binding referendum for the qualified electors of the City of Port Orange at the election to be held November 3, 2026, in the City of Port Orange to decide whether a majority of the electors participating approve to amend the Charter. All of the qualified electors residing in the City of Port Orange shall be entitled and permitted to vote in such referendum.

SECTION 2. AMENDMENT TO THE CITY CHARTER. The proposed amendments to the City of Port Orange City Charter shall read as follows: (Note: Omissions from text are indicated by [...], deletions from text are indicated by ~~striketrough~~ and additions to text are indicated by underline.)

ARTICLE V. QUALIFICATIONS AND ELECTIONS

...

Sec. 5.02. Qualifications.

- (a) Any person who has ~~been~~ maintained a resident of continuous residence within the City of Port Orange for at least 12 months immediately preceding the first day of the qualification period and is a registered voter (of Volusia County) may become a candidate for nomination to the office of city council member or mayor ~~whenever the~~.
- (1) Each prospective candidate shall submit a sworn affidavit during the qualifying period that provides:
 - i) candidate's current address of legal residence;
 - ii. the addresses of any properties at which the candidate has resided in the immediately preceding five years;
 - iii. affirmation that the candidate meets the residence requirements pursuant to this section. The affidavit shall be on a form provided by the city clerk.
- (2) In addition to filing the affidavit, each prospective candidate shall submit a valid voter registration card (of Volusia County) and proof of residence which shall include one (1) of the following documents: driver's license, property tax receipt, homestead exemption, utility bill or lease agreement; all of which must have been in effect for at least 12 months prior to qualifying.
- (b) Each prospective candidate shall files a petition signed by 50 qualified electors of the city with the city clerk, requesting that said candidate's name be placed on the ballot in the ensuing election. Said candidate shall file such papers and pay such fees as may be required by law with the city clerk during normal business hours during the qualifying period. The qualifying period shall begin at 12:00 noon of the first (1st) day for qualifying, which shall be the seventy-first (71st) day prior to the primary election, but not later than 12:00 noon of the sixty-seventh (67th) day prior to the date of the primary election.
- (c) The city council shall decide all disputes related to qualifications or elections, subject to review by a court of competent jurisdiction.

SECTION 3. PROPOSED BALLOT LANGUAGE. The questions to be submitted to the electors shall appear on the ballot as follows:

**CHARTER AMENDMENT TO
CLARIFY RESIDENCE REQUIREMENT TO QUALIFY AS A CANDIDATE FOR
ELECTION**

The City's Charter currently requires each prospective candidate for the Office of Mayor or Council Member to reside within the City of Port Orange for at least 12 months. Shall the City of Port Orange adopt revised Charter Section 5.02, to specify that this 12 month residence requirement must be both continuous in nature and immediately preceding the qualification period?

YES for Approval ____
NO against Approval ____

[title 13 words and summary 60 words]

**ENMIENDA A LOS ESTATUTOS PARA ACLARAR EL REQUISITO DE VIVIENDA
Y CALIFICAR COMO CANDIDATO A LAS ELECCIONES**

Los estatutos municipales establecen actualmente que todo candidato a la alcaldía o al Concejo Municipal debe haber vivido en la ciudad de Port Orange durante al menos 12 meses. ¿La ciudad de Port Orange debe aprobar la versión revisada de la sección 5.02 de los estatutos, para especificar que este requisito de vivienda de 12 meses debe ser de carácter continuo y preceder inmediatamente al período de calificación?

SÍ a la aprobación ____
NO a la aprobación ____

**CHARTER AMENDMENT
PROOF OF RESIDENCE REQUIREMENT**

Shall the City of Port Orange adopt revised Charter Section 5.02, to require all candidates for the Office of Mayor or Council Member to submit a sworn affidavit containing an affirmation of compliance with the Charter's residence requirement and disclosing the candidate's current and former residence addresses along with requiring the submission of proof of residence (i.e. driver's license, property tax receipt, homestead exemption, utility bill or lease agreement)?

YES for Approval ____
NO against Approval ____

[title 6 words and summary 69 words]

**ENMIENDA A LOS ESTATUTOS
REQUISITO DE PRUEBA DE VIVIENDA**

¿La ciudad de Port Orange debe aprobar la sección 5.02 revisada de los estatutos, para exigir a todos los candidatos a la alcaldía o al Concejo Municipal que presenten una declaración jurada en la que se afirme el cumplimiento del requisito de vivienda establecido en los estatutos y se revelen las direcciones de la vivienda actual y la anterior del candidato, además de exigir la presentación de una prueba de vivienda (p. ej., licencia de conducir, recibo del impuesto sobre la propiedad, exención por vivienda habitual, factura de servicios públicos o contrato de alquiler)?

SÍ a la aprobación ____
NO a la aprobación ____

**CHARTER AMENDMENT DESIGNATING RESPONSIBLILTY FOR DECIDING
DISPUTES RELATED TO QUALIFICATION OR ELECTION**

Shall the City of Port Orange adopt revised Charter Section 5.02, to designate the City Council as the responsible body for deciding all disputes related to qualifications or elections, subject to review by a court of competent jurisdiction?

YES for Approval ____
NO against Approval ____

[title 12 words and summary 38 words]

**ENMIENDA A LOS ESTATUTOS POR LA QUE SE
ESTABLECE LA RESPONSABILIDAD DE RESOLVER
LAS DISPUTAS RELACIONADAS CON LA CALIFICACIÓN O LA ELECCIÓN**

¿La ciudad de Port Orange debe aprobar la sección 5.02 revisada de los estatutos, para designar al Concejo Municipal como órgano responsable de resolver todas las disputas relacionadas con la calificación o las elecciones, sin perjuicio de la revisión por parte de un tribunal competente?

SÍ a la aprobación ____
NO a la aprobación ____

SECTION 4. PUBLIC HEARING. That the public hearing considering the adoption of this ordinance shall be held at 6:30 p.m. on June 16, 2026, and on July 21, 2026 in the City Council Chambers, City Hall, 1000 City Center Circle, Port Orange, Florida, after notice published pursuant to §166.041(3)(a), F.S.

SECTION 5. PUBLIC NOTICE. The City Manager or designee is hereby authorized and directed to provide public notice of the election in accordance with law.

SECTION 6. SEVERABILITY. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provision or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 7. SCRIVENER'S ERRORS. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk and City Attorney, may be corrected.

SECTION 8. CONFLICT. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed to the extent of such conflict.

SECTION 9. EFFECTIVE DATE. This Ordinance shall take effect in accordance with general law. The Charter amendments set forth in this Ordinance shall not take effect unless approved by a majority of the qualified electors of the City of Port Orange voting in an election to be called and held for that purpose on the 3rd day of November, 2026. However, if approved by the voters, the Charter amendments set forth in this Ordinance shall take effect on January 1, 2027.

MAYOR SCOTT STILTNER

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the ____ day of _____, 2026.

Passed and adopted on second and final reading on the ____ day of _____, 2026.

Reviewed and Approved:

Matthew J. Jones, City Attorney



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 7/21/2026

SUBJECT: (G15) Second Reading - Ordinance No. 2026-8 - Amendments to Chapter 17, Section 29 of the Land Development Code (LDC) for the Planned Community-Agriculture (PC-A) zoning district (Case No. DCAM-25-0005)

DEPARTMENT: Community Development

GOAL: 4 - Economic Development

RECOMMENDED MOTION: Move to approve Ordinance No. 2026-8.

SUMMARY: Note: Summary and Ordinance have been updated from the June 18, 2026 original.

At the June 18 meeting, City Council approved Ordinance No. 2026-08 on first reading, subject to the following revisions:

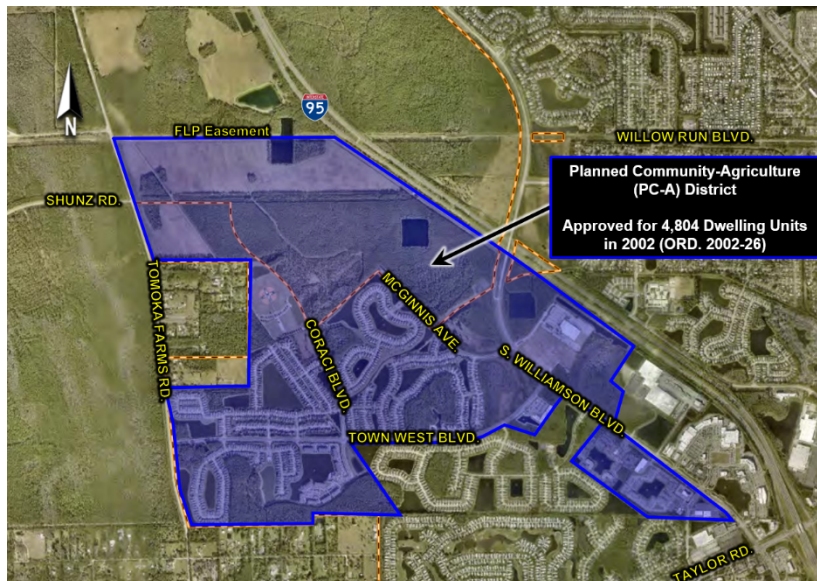
1. The minimum lot width requirement for detached single-family residential lots within the Community District shall remain 50 feet.
2. The reference in Figure 17.1 to a density of 16 dwelling units per acre for the 14-acre tract of land has been revised to 8 dwelling units per acre, and Figure 17.2 has been updated to depict the 14-acre tract within the Community District.

The attached Ordinance No. 2026-08 has been revised to incorporate these Council-directed changes.

The original Summary with an updated map is below.

Planning Commission Recommendation (5-28-26): Recommended Approval 5-0

The applicant, Jessica Gow, Esq., on behalf of property owner FL P70 LLC, requests an amendment to Chapter 17, Section 29 of the Land Development Code (LDC) for the Planned Community-Agriculture (PC-A) zoning district. The 1,201-acre PC-A zoning district was established by the City Council in 2002 to support the development of a mixed-use community on the west side of Port Orange. The PC-A zoning district is generally located between Interstate 95 and Tomoka Farms Road, south of the FPL Easement.



Location Map of the PC—A Zoning District

According to the applicant, the proposed text amendments are to update the PC-A zoning district regulations to support continued development of this area in response to existing market demand, by revising the locations of where uses are allowed to be developed within the PC-A while remaining consistent with the current Planned Community-Westside Future Land Use designation, along with minor clean-up revisions, and clarifications to Chapter 17, Section 29 of the LDC.

The PC-A zoning district is required to remain consistent with the underlying Future Land Use (FLU) designation in the Comprehensive Plan for the 1,201-acre PC-A area known as the Planned Community–Westside FLU designation. The Planned Community–Westside FLU designation was adopted in 2002 (formerly known as Planned Community No. 1) along with the PC-A zoning district. The FLU designation establishes the overall development framework for the area, including the following limits and requirements:

- Maximum overall gross residential density of up to 4 dwelling units per acre (approximately 4,804 total units), with higher densities permitted in designated mixed-use areas, provided the overall density cap of 4 dwelling units per acre is maintained.
- The required land use mix, within the PC-A area, shall be within the following range upon buildout:
 - Residential: 35% – 60%
 - Commercial: 10% – 25%
 - Industrial: 10% – 25%
 - Mixed-use town center: 10% – 25%
 - Conservation/recreation: minimum 10%
- Daily Trip cap of 62,600 average daily vehicle trips per day within the PC-A.
- Development pattern supporting a central town center, internal connectivity for vehicles and pedestrians, and a transition from higher-intensity uses near Interstate 95 to lower-intensity uses toward the site's outer areas.

Any proposed changes to the PC-A zoning district must remain consistent with the underlying Future Land Use (FLU) designation. The proposed amendment does not change the FLU designation or the limits and development requirements in the Comprehensive Plan for this 1,201-acre property.

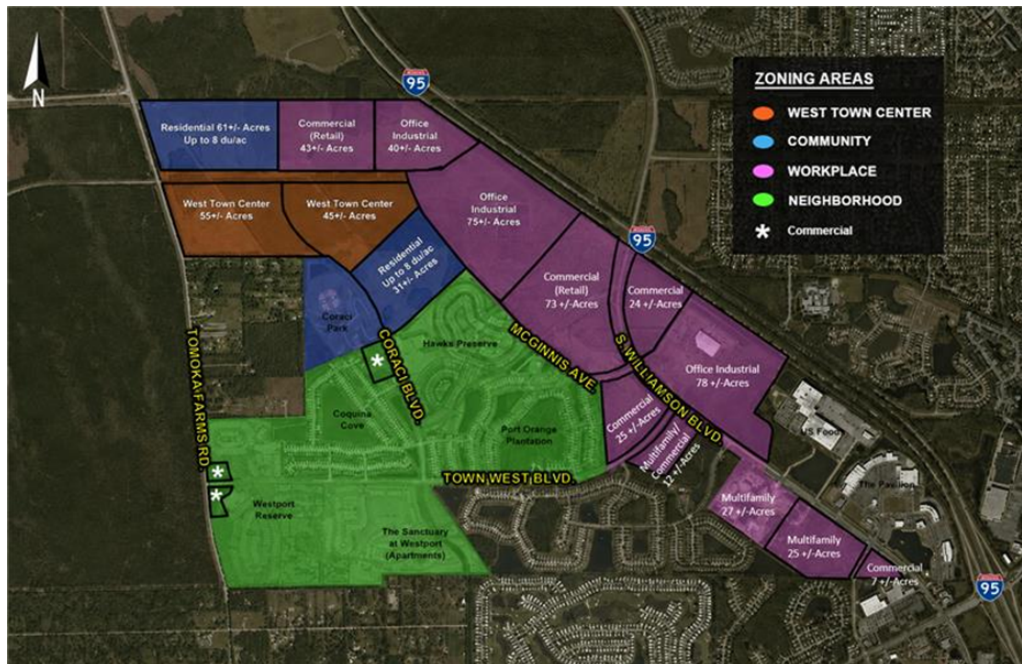
According to the applicant, regional development patterns in Volusia County, particularly in the Port Orange and Daytona Beach area, have changed significantly since the PC-A district was originally established about 25 years ago, in 2002. At that time, the PC-A was intended to accommodate a broader mix of employment-based and industrial uses; however, many traditional manufacturing uses have since declined or transitioned toward logistics and distribution-based operations.

Modern industrial and commercial development is increasingly driven by e-commerce growth, demand for same-day and next-day delivery, and direct access to interstate corridors. Over the past several years, the I-4 and I-95 interchange area in Daytona Beach has become the primary location for large-scale warehouse and distribution centers, e-commerce fulfillment facilities, and industrial parks due to its regional connectivity and transportation advantages. In contrast, the PC-A has become less competitive for these uses due to its limited direct interstate access.

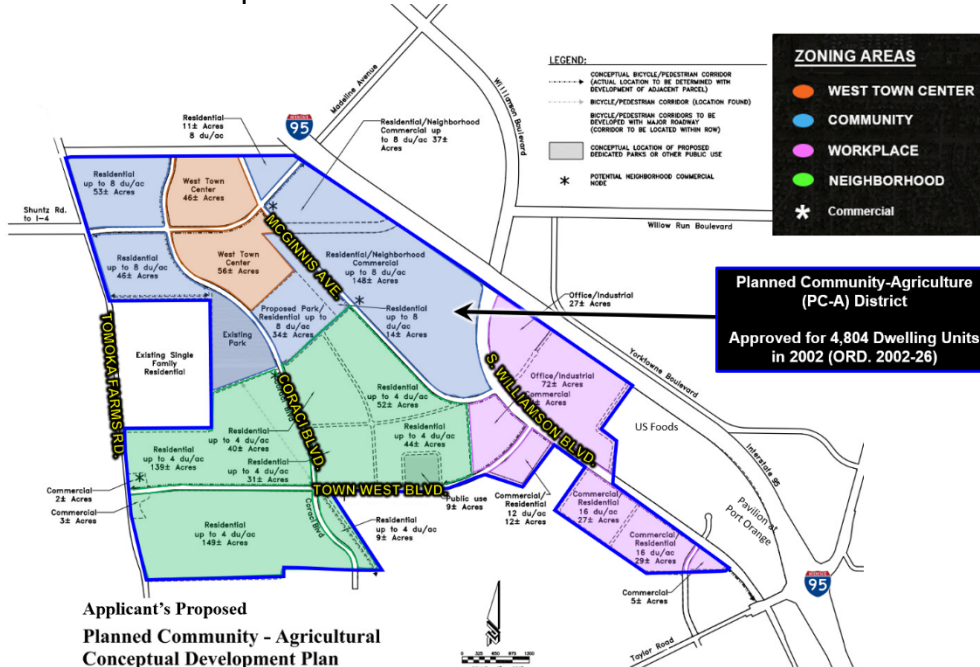
As a result, the applicant proposes adjusting the distribution of land uses within the PC-A in response to evolving market conditions while maintaining the overall mixed-use framework. Specifically, the applicant is requesting to reallocate approximately +/- 241 acres from the Workplace District, an employment-focused area intended for commercial and industrial development serving both local and regional markets, to the Community District, a transitional area primarily intended for residential uses, with supporting civic, recreational, and commercial uses.

The proposed amendments to Chapter 17, Section 29 of the Land Development Code (LDC) include:

- Figures 17.1 and 17.2 are revised to update the PC-A conceptual development plan in the northern area where vacant land remains. The primary change includes approximately +/- 241 acres shifting from the Workplace District to the Community District.
- Duplicate and outdated text has been removed
- Design standards and permitted uses have been cross-referenced to the appropriate Chapters of the LDC.
- Added design flexibility through site plan review for future development in the West Town Center District
- Allows development within the Community District to set aside open space areas outside a project's limit, subject to approval of a separate agreement by the City.



Current District Map for the PC-A



Proposed District Map for the PC-A

The applicant is also requesting a reduction in the minimum lot width from 50 feet to 40 feet for single-family lots in the Community District. No changes are proposed to the minimum lot area requirement of 5,000 square feet or to other dimensional standards, including open space, building and driveway setbacks, or depth of on-site parking area. The applicant states that a 40-foot-by-125-foot lot provides additional depth, which can improve layout flexibility compared to a 50-foot-by-100-foot lot. The added depth allows for more usable rear-yard space, greater flexibility in building placement, and the ability to accommodate rear-loaded garages, resulting in a different development pattern and street-facing design along the frontage. Even with a 40-foot-wide lot, typical lot layout, driveway placement, and required setbacks generally still

provide sufficient space to accommodate at least one on-street parking space in front of a lot, in addition to the required driveway area.

According to the applicant, the proposed amendment is intended to provide greater flexibility in residential lot design and allow for a wider range of housing types and site layouts in this district. The applicant further indicates that the request is consistent with the intent of the Community District as described in the LDC as a transitional residential area located between the West Town Center District and the surrounding Neighborhood and Workplace Districts to support residential development with strong street frontage interaction, pedestrian connectivity, and integrated circulation networks, including sidewalks, bikeways, alleyways, and on-street parking.

Since 2002, about 610 acres of the 1,201-acre PC-A district have been developed or set aside for conservation. Most development has occurred in the southern part of the district and has been primarily residential. To date, about 452 acres have been developed for residential use, resulting in 2,167 homes (including both single-family and multifamily units).

According to the Comprehensive Plan, no more than 721 acres of the PC-A district can be used for residential development, and the maximum gross residential density for the 1,201-acre PC-A district is 4 units per acre. Therefore, about 261 acres of the 1,201 acres could still be developed for residential use. Based on residential development over the last 25 years, developed residential areas average about 4.8 units per acre. If the remaining 261 acres are developed at a similar level, about 1,250 more residential units could be built. In total, the full build-out of the allowed residential development area (721 acres) within the 1,201-acre site would result in approximately **3,400 homes** across the 1,201-acre PC-A district. This represents about **1,400 fewer homes** than the maximum allowed under the Comprehensive Plan, resulting in an overall gross density of approximately 2.85 homes per acre across the 1,201-acre district.

Overall, the proposed amendment maintains all existing density and intensity (non-residential square footage) limits and **does not increase** the total average daily vehicle trips per day or the allowable residential or non-residential development beyond what was approved in 2002 with the adoption of the Planned Community–Westside FLU designation.

PRESENTER: Tim Burman

ATTACHMENTS:

1.	Ordinance No. 2026-8	Ordinance No. 2026-8.pdf
2.	STAFF REPORT	STAFF REPORT .pdf
3.	Business Impact Estimate - ORD 2026-8 PC-A District LDC Amendment	Business Impact Estimate - ORD 2026-8 PC-A District LDC Amendment.docx

Amanda Bonin
Tim Burman
Shannon Balmer

Created/Initiated - 07/07/2026
Approved - 07/07/2026
Approved - 07/14/2026

ORDINANCE NO. 2026-8

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA AMENDING THE LAND DEVELOPMENT CODE CHAPTER 17 ZONING DISTRICT REGULATIONS, RELATING TO UPDATING THE PC-A ZONING DISTRICT REGULATIONS IN REPOSE TO CHANGING MARKET DEMANDS, BY REVISING THE LOCATIONS OF WHERE CERTAIN USES ARE ALLOWED WITHIN THE PC-A DISTRICT WHILE KEEPING CONSISTENT WITH THE CURRENT PLANNED COMMUNITY-WESTSIDE FUTURE LAND-USE DESIGNATION; RELATING TO MINOR REVISIONS FOR CLARITY IN DEVELOPMENT STANDARDS, REMOVING REDUNDANCIES TO IMPROVE CONSISTENCY IN THE APPLICATION OF THE CODE, PROVIDING EFFICIENCIES IN THE DEVELOPMENT REVIEW PROCESS, ALL IN SUPPORT OF FUTURE DEVELOPEMENT WITHIN THE PC-A DISTRICT; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the proposed amendment has been requested to update the PC-A zoning district regulations to support continued development of mixed-use zoning district in response to existing market demand, by revising the location of where uses are allowed to be development within the PC-A while remaining consistent with the current Planned Community-Westside Future Land Use designation; and

WHEREAS, the proposed amendments are necessary to improve the content of the existing Land Development Code ("Code") as part of an ongoing maintenance effort to make the Code more efficient in its application as well as updated to respond to the current conditions in the community; and

WHEREAS, the Planning Commission has recommended amendments to the Land Development Code; and

WHEREAS, for purposes of this ordinance words with underlined (underlined) type shall constitute additions to the original text and words with strikethrough (~~strikethrough~~) type shall constitute deletions from the original text.

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

SECTION 1: The City Council of the City of Port Orange hereby amends Chapter 17, Section 29 of the Land Development Code, to read as follows:

Section 29: Planned community—Agricultural (PC-A) district.

The following regulations are specifically intended to provide the zoning and development framework for the planned community-agricultural (PC-A) zoning district. This area is identified on the city's future land use map as ~~Planned Community No. 1 Westside~~. The PC-A zoning district meets the locational criteria identified in section 28(b) above as well as in the future land use element of the city's comprehensive plan. The approved macro CDP for the PC-A zoning district is shown on Figure 17:1.

The entire PC-A zoning district ~~is currently~~ when established was in agricultural use, and said agricultural use shall be allowed to continue as provided herein on an interim basis. The agricultural uses and restrictions are set forth in section 29(f) of this chapter.

(a) *Districts.* Given the size of the subject property, and the goals of the city and the landowner, it is necessary to have reasonable flexibility in the zoning regulations for the PC-A zoning district. In order to facilitate flexibility while maintaining reasonable zoning control of the development, the property is divided into four districts with four sets of development guidelines to reflect the unique character and intent of a given area. The four districts are: West Town Center District, Community District, Neighborhood District, and Workplace District.

~~(1) West Town Center District—Located in the northwest quadrant of the PC-A zoning district, immediately east of Tomoka Farms Road.~~

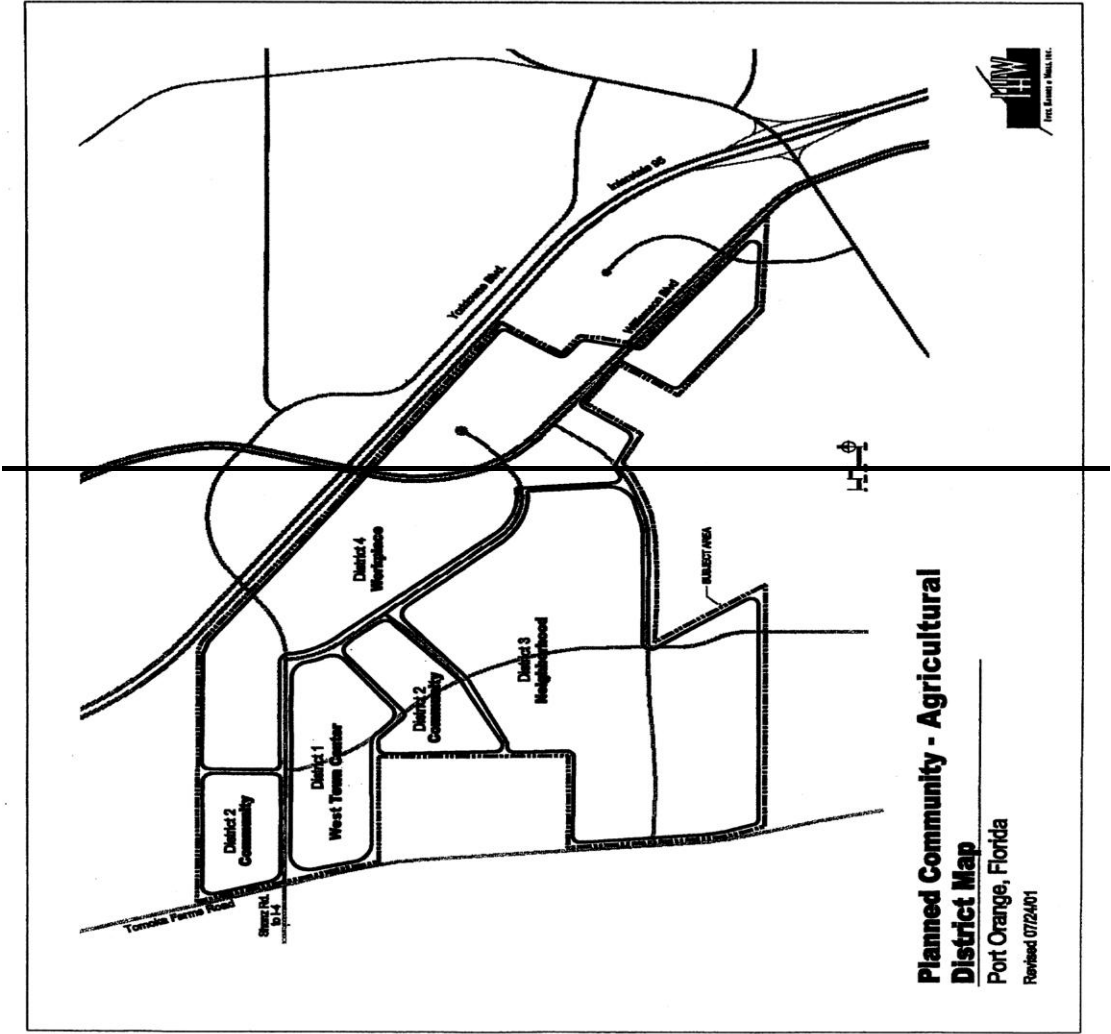
~~(2) Community District—Located to the north and south of the West Town Center District and west of the Workplace District.~~

~~(3) Neighborhood District—Located south of the Community District and west of the Workplace District.~~

~~(4) Workplace District—Located on the west side of I-95, east of the Neighborhood District, Community District, and West Town Center District.~~

The District boundaries are shown on Figure 17:2.

Figure 17:2
Planned Community-Agricultural
District Map



(b) West Town Center District.

- (1) *Purpose and intent.* This district is established to create a compatible mixture of commercial, cultural, educational, governmental uses in a pedestrian-oriented town center. This district will be a focal point for the community and will draw all elements of the project together to form a cohesive mixed-use environment. The West Town Center is dedicated to collective social activity, education, and recreation in a traditional commercial and residential environment which nurtures a unified sense of community.

It is the goal of this district to provide for "traditional town development," bringing together a variety of housing types, offices, shopping and professional services, and public facilities to support a heterogeneous resident population. Planning, design, and development objectives of this district include:

- (a) A strong sense of community identity, based upon a shared, coherent, and functionally efficient mixed-use environment.
 - (b) Building, open spaces, and other visual features that act as landmarks, symbols, and activity centers to establish community identity.
 - (c) On-street parking and centralized parking facilities to collectively support principal uses in the district.
 - (d) A coordinated transportation system with a hierarchy of facilities designed for pedestrians, bicycles, public transit, and the automobile.
 - (e) A built environment that is pedestrian-friendly and handicapped-accessible.
 - (f) Compatibility of buildings and other improvements as determined by their arrangement, bulk, form, character, landscaping, and architectural style to establish a diverse, livable and harmonious urban form.
- (2) *Permitted uses.*
- (a) Those uses permitted in the GPU zoning district, ~~as described in section 26 of this chapter, including public schools, post offices, and municipal buildings.~~
 - (b) Agricultural uses as defined by section 29(f).
 - (c) Those uses permitted in ~~R-3H, PO, and CC~~ the Mixed Use Center (MXC) -zoning districts along with residential town-homes, unless specifically prohibited herein.
 - ~~(d) Multi-use buildings (provided that the individual uses are approved herein).~~
 - ~~(e) Bed and breakfast inns of less than 10,000 s.f.~~
 - ~~(d)f) Parking garages.~~
 - ~~(e)g) Community recreational facilities.~~
- ~~(3) *Permitted uses with special development requirements.* Except for those uses prohibited below, permitted uses with special development requirements shall include those in the R-3H, CC, and PO zoning districts. The administrative official shall have the authority to waive any special development requirements for the permitted uses above, as normally required by chapter 18 of this code.~~
- ~~(4) *Special exception uses.* Except for those uses prohibited below, special exception uses for the R3 H, PO, and CC zoning districts are also special exception uses in the West Town Center District.~~
- ~~(5) *Prohibited uses.*~~
- ~~(a) Camouflaged and monopole communication towers.~~
 - ~~(b) Cemeteries.~~
 - ~~(c) Drive through facilities on any building.~~

- ~~(d) — Fleet-based services.~~
- ~~(e) — Guyed and lattice communication towers.~~
- ~~(f) — Kennels or outdoor animal boarding facilities.~~
- ~~(g) — Motor vehicle and boat storage facilities.~~
- ~~(h) — Motor vehicle service stations.~~
- ~~(i) — Single family detached dwellings.~~
- ~~(j) — Stand-alone convenience stores with fuel operations.~~
- ~~(k) — Warehousing, to include mini-warehousing and office/warehouse facilities.~~
- ~~(l) — Wastewater or water treatment plants.~~

(63) Dimensional requirements

Max. building height ¹	48 ft.
Min. building height	24 ft.
Min. lot size	2,000 s.f.
Min. lot width	25 ft.
Min. living area	600 s.f.
Building coverage	90% ²
Max. Setbacks (build-to lines)	
Front yard ³	10 ft. for ground floor
	0 ft. for arcades and upper floors
Side yard	0 ft.
Rear yard	10 ft.
Open Space	30% of district as a whole
Common Open Space	⅓ of min. open space required

1. Towers, widow's walks, parapet walls and rooftop equipment screening may extend a maximum of five feet above the maximum building height.

2. If required landscaping can be met through provision of landscape planters, street trees, etc., then the building coverage may equal 100 percent.

3. Residential developments with parking in front of structure must comply with parking design requirements in Chapter 12, Section 6.

- (74) Residential densities.** Residential development shall occur at a maximum density of 16 units per acre. ~~However, the maximum density may be increased to 24 units per acre provided that the developer/applicant can demonstrate to the satisfaction of the administrative official that at least 20 percent of the units will qualify as affordable to low income families for a period of 15 years.~~

- (85) Parking.** Given the compact, urban, pedestrian-friendly nature of the West Town Center District, a greater percentage of trips are accomplished through non-motorized means than would normally be the case in a pure suburban environment. Therefore, special parking requirements are warranted for the various types of uses in this district. These minimum requirements shall be as follows:

Office—1 space/500 square feet of gross leasable area

Commercial—1 space/400 square feet of gross leasable area

Institutional—1 space/400 square feet of gross finished floor area

Residential—1.5 spaces/unit

Bicycle parking shall be provided as per chapter 12 of this code.

Parking requirements for buildings in this district may be met by demonstrating that parking spaces are available on-street, in shared parking facilities ~~noted on the micro CDP~~, or in private off-street parking lots.

~~(9) Signage.~~ Within this district, signage shall be as provided in chapter 15 of this code.

~~(610)~~ *Design guidelines.* Because of its more urban, rather than suburban nature, the West Town Center District requires specific architectural guidelines in addition to those found in chapter 14 of this code.

- (a) *Mix of uses.* Development is intended to be mixed-use, in which multiple permitted uses are allowed to take place in a single building. However, in no event shall non-residential uses be allowed over residential uses.
- (b) *Urban densities.* This district is intended to be developed at an urban scale. Building coverage may equal 100 percent. Infrastructure shall be master-planned for each development to include stormwater management, water and sewer service, parking facilities, and parks/open space.
- (c) *Street and block layout.* Minor collectors and local streets shall generally be arranged in a linear, gridded network. All streets within this district shall be public streets-, except where landscaping or street trees are proposed within the right-of-way. In such cases, the street shall be designated as a private right-of-way, and the property owner or developer shall be responsible for maintenance of all improvements within the right-of-way. The maximum length of blocks shall be 1,000 feet. Alternative block lengths may be approved by the Administrative Official through the site plan review process, provided that adequate design elements are incorporated to visually and functionally break up the block and that sufficient provisions for emergency access are maintained. Alleys may run through the center of each block to provide access to detached garages located at the rear of each residential lot. Alleys may be public or may be shall be privately owned and maintained by a property association.
- (d) *Roadway design.* The administrative official shall allow for alternative roadway designs within the West Town Center district and community district in order to: Establish a pedestrian, urban, streetscape, with patterns of streets and blocks arranged to provide comprehensible and interesting routes of travel; Provide for landscaping and street art within the right-of-way for a boulevard like appearance and/or; Allow for multiple uses within the right-of-way that are consistent with the overall urban setting of the West Town Center district.
- ~~(e)~~ *Pedestrian friendly.* To ensure that the West Town Center District is pedestrian-friendly, the following requirements shall be implemented:
 - (1) *Landscaping.* The West Town Center District shall be landscaped with materials containing a minimum 70 percent native vegetation. The quality and size of all plant materials used shall be as provided in chapter 13 of this code. Landscaping along streets shall include no less than three shade trees every 100 feet. ~~Palm trees, as defined in chapter 13 of this code may be substituted for shade trees, provided that at least two palms are substituted for each shade tree.~~ In either case, the tree type shall be consistent on both sides of the street within each block. Such Street trees or landscape shall not may be placed in the a public right-of-way, through an agreement with the city.
 - ~~(2) Water features.~~ Water features, such as fountains, reflecting pools, and aquatic gardens, may be used on site. Lakes smaller than 1,500 s.f. (measured at normal water level) are prohibited unless a decorative fountain is also provided or unless the lake is located at the base of a "waterfall" design feature.
 - (3) *Street furniture.* The use of street furniture is encouraged. Street furniture shall include outdoor seating, kiosks, sculptures, bicycle racks, tree grids, trash receptacles, and fountains ~~and telephone booths~~. Street furniture should be consistent with architectural theme for the balance of the project.

- (4) *Lighting.* Lighting should be compatible with traditional, architectural styling to include decorative bases, poles, brackets and finials. ~~Poles should be mounted in at-grade concrete footings. Lighting lamps shall be either high-pressure sodium or metal halide. Lighting shall provide security for the residents, visitors, and workers at the West Town Center but shall not create glare to the surrounding neighborhoods. Illumination shall be provided downward vs. outward. Light pole height should not exceed 15 feet. Lighting shall be provided at no more than 50-foot intervals.~~

(5) *Sidewalks.*

- (a) All streets within the West Town Center shall have sidewalks on both sides.
- (b) Sidewalks shall be a minimum of ten feet in width along ~~the north-south collector road, the west side of the north-south arterial road, the south side of the east-west arterial road~~ Coraci Boulevard, McGinnis Avenue, and Madeline Avenue, and around the town square. Sidewalks shall be a minimum of eight feet in width in all other locations in this district.
- (c) The first four feet of the sidewalk, measured from the face of curb, shall be used for fire hydrants, benches, trash receptacles, ~~newspaper stands~~, traffic signs, bike racks and light poles.
- (d) ~~Sidewalks at street intersections shall be sloped in such a manner as to accommodate handicapped access with the use of two curb cuts and/or ramps at each street intersection. The Administrative Official may approve alternative sidewalk layout, width, and placement of site furnishings through the site plan review process when it is demonstrated that the proposed sidewalk layout, width, and placement of site furnishings provides adequate pedestrian connectivity and access within the development and to adjoining areas.~~

(~~e~~) *Parking/access.*

- ~~(1) Off-street surface parking lots shall be separated from the street by buildings or by decorative brick or stucco walls that are at least three feet in height, measured from the highest finished grade elevation adjacent to the nearest parking space.~~
- (21) Parking garages shall include architectural treatments compatible with buildings or structures that occupy the same street. Parking garages shall have pedestrian access to the street. Street-front stores and offices on the first floor of parking areas shall be permitted and encouraged.
- (32) On-street parallel or diagonal parking is permitted throughout the West Town Center District. A License Agreement or other mechanism may be required to address maintenance of on-street parking.
- (43) To encourage bicycle use, each parking lot or garage shall include at least one bike rack, which will accommodate at least one bicycle per ten required automobile spaces. The bicycle racks shall be located outside of the public right of way. Deferral of required bicycle parking facilities shall be allowed as per chapter 12, section 4(d)(2).
- (54) ~~Driveways on adjacent properties shall be allowed to abut one another. Alternately, Driveway setbacks in chapter 12 may be waived by the administrative official for adjacent properties shall be allowed to that share one or more common driveways, so long as access easements allowing this to occur are submitted to the city for review or are recorded on the subdivision plat for said property.~~

(~~f~~) *Focal point for passive recreation/community involvement.*

- (1) The focal point of the West Town Center District shall be a town square. The town square shall measure at least 100 feet by 100 feet, and shall include a community icon such as a fountain, statuary, or large tree.
 - ~~(2) There shall be a commons generally running east to west through the district, from the principal north/south arterial road to Tomoka Farms Road. The commons shall intersect the district focal point.~~
 - (32) To promote community cohesiveness, the West Town Center District shall be located near a community park and ~~a series of community~~ pathways to move pedestrians from surrounding areas into the West Town Center District and park.
- (gh) *Design cohesiveness.* Design cohesiveness is required. Certain design elements shall be regulated to achieve cohesiveness, including streetscape transitions, walls, roofs, exterior color and materials, windows and doors, awnings, balconies and signage. The city may authorize alternative design standards through the site plan review process so long as adequate design elements are included to meet the intent and purpose of this section.
- (1) *Streetscape transitions.* Height and scale shall be compatible with that of surrounding development. In order to accomplish appropriate facade transitions, and to maximize city streetscape aesthetics, the following transitional techniques shall be applied to new development and redevelopment when within 300 feet of an existing building:
 - (a) Buildings shall be designed to provide transitional elements and architectural features (architectural style, scale, design details, construction materials and the like) that are architecturally compatible with adjacent structures. Buildings that are twice the height, or greater, than an adjacent structure shall also provide transitional elements that serve to minimize significant differences in building heights.
 - (b) The pattern of placement, proportions and materials of windows and doors shall be harmonious with surrounding structures.
 - (c) The ratio of wall surface to openings and the ratio of width and height of windows and doors shall be consistent and compatible with surrounding structures.

The requirements contained in items (a), (b), and (c) above may be waived where the administrative official determines that city aesthetics would be enhanced by a change in the pattern of development that has been previously established by adjacent structures. In such a case, the city shall determine the appropriate style and exterior materials for the new development or redevelopment.

- (2) *Walls.* Facades in excess of 60 feet in length shall incorporate design features including, but not limited to staggering the facade walls; interrupting the building plane with either "offsets" or protruding columns of at least three feet in depth, or overhangs, balconies, awnings, or arcades. The intent is to avoid the adverse visual impact of a "canyon" effect, which may be unintentionally produced by an uninterrupted series of flat walls. In addition, the first floor of all buildings shall be distinguished from the upper floors through the appropriate use of a different material or color, awnings, balconies, arcades, cornices, etc. Together, these requirements will create a development pattern that is pedestrian in scale, and which draws the attention of the pedestrian to the street level.
- ~~(3) *Roofs.* Roofs shall be of gable, hip or flat styles. If gable or hip, then barrel tile, slate, concrete or standing seam metal roofs shall be used. The minimum slope of pitched roofs shall be 4:12. Decorative cornices with significant three-dimensional relief shall be required on all flat roofs.~~

~~(4) Exterior color and materials.~~

- ~~(a) Generally accepted exterior facing materials shall include, on all facades that are or will be exposed to the general public, brick, tinted and textured or split-faced concrete masonry blocks, exposed aggregate, stone, architectural concrete and cellulose fiber reinforced cement building boards.~~
- ~~(b) Stucco shall be permitted so long as, horizontally, the exposed exterior stucco surface does not exceed 50 percent of any facade, unless deemed to be integral to a recognized architectural style, such as "Mediterranean."~~
- ~~(c) Colors shall be earth tones and pastels, as defined in this code. Other colors, excluding fluorescents, maybe permitted as accent colors, not to exceed 20 percent of the surface area of any one elevation.~~

(53) *Windows and doors.* Windows and doors in commercial structures shall comprise no less than 60 percent of a building's front wall. For corner buildings, both corner walls shall comply with this criteria. Windows and doors shall be architecturally compatible with the balance of the project. In commercial buildings, doors which would be used by the public or which face a public right of way shall be at least 30 percent transparent or translucent. Use of reflective glass shall be prohibited on exterior windows and doors.

~~(6) Awnings.~~ Fabric awnings shall be permitted. Metallic and plastic awnings shall be prohibited. Awnings shall not be illuminated internally.

~~(7) Balconies.~~ Balconies shall be permitted provided that they fall within the vertical roofline of the building.

~~(8) Signage.~~ Signs, as permitted by this code, shall be designed to be compatible and integral with the structure to be identified. Sign boards, canopies, fascias and other architectural features shall be designed to incorporate signage or a uniform sign program as applicable. The base treatment of all freestanding signs shall be compatible with the principal structure with regards to style, color and finish. No sign base or sign face shall use any color not permitted by this section.

(94) *Dumpsters.* Dumpsters shall be located in areas which are generally not visible to the public. ~~Dumpsters which are otherwise exposed to the public and shall be screened through landscaping or structural means as required in chapter 14.~~

(Hj) *Commercial development within the West Town Center District.* The following requirements shall apply to commercial uses throughout the West Town Center District:

- (1) The maximum ground-floor footprint of any commercial building shall be 50,000 square feet. The maximum total square footage per building shall be 150,000 square feet.
- ~~(2) The maximum linear footage for a continuous, single tenant of a building shall be 100 feet. However, a single tenant of a building may design, construct, and "sign" a building in such a way that the intent of this regulation is achieved by having different facade, signage and entries for different product lines. For example, a store offering groceries and drugs could have a 200-foot front facade if the pharmacy has a separate entry, with unique signage and facade treatments from the main grocery entry.~~
- (23) The rear of a building shall not face the principal roadway. This standard may be modified during site plan review where the Administrative Official finds that sufficient architectural, landscape or similar aesthetically acceptable screening is incorporated into the design such that the façade does not have the appearance of a rear façade of a structure.

(c) Community district.

- (1) *Purpose and intent.* This district is ~~located to the north and south of the West Town Center District.~~ It is intended function as a transition area between the West Town Center District and the Neighborhood and Workplace Districts. The primary land use of this district is residential. Recreational, institutional, commercial, and conservation/open space uses are also allowed in this district, provided that the location and intensity of such uses are approved by the City of Port Orange during the micro region review process. Strong interaction with the street front is encouraged by minimization of front yard setbacks. A network of sidewalks and bikeways shall connect this district to the West Town Center. Alleyways are allowed and encouraged. On-street parking is also allowed.
- (2) *Permitted uses.*
- (a) Those uses permitted in the R3-L and R-3M zoning districts, ~~as described in sections 11 and 12 of this chapter.~~
 - (b) Town homes/row homes.
 - (c) Single-family detached dwellings.
 - (d) Duplex units.
 - (e) All permitted uses under the NC and PO zoning districts, but only in areas specifically designated on the macro ~~and micro~~-CDPs.
 - (f) Agricultural uses as defined by subsection (f) below.
 - (g) Those uses permitted in the GPU zoning district.
- (3) *Permitted uses with special development requirements.* Permitted uses with special development requirements shall include those in the R-3L, R-3M, NC, and PO zoning districts. In addition, the following uses shall be included:
- (a) Garage apartments (chapter 18, section 4(b)5.2).
 - (b) Live-work units (chapter 18, section 4(b)9.5).
- The administrative official shall have the authority to waive any special development requirements for the permitted uses above, as normally required by chapter 18 of this code.
- (4) *Special exception uses.* Except those uses prohibited below, special exception uses for the R3-L, R3-M, NC and PO zoning districts are also special exception uses in the community district.
- ~~(5) Prohibited uses.~~
- ~~(a) Camouflaged and monopole communication towers.~~
 - ~~(b) Guyed and lattice communication towers.~~
 - ~~(c) Fleet-based services.~~
 - ~~(d) Mobile home and manufactured home units.~~
- (6) Dimensional requirements.

STANDARD	RESIDENTIAL	NON-RESIDENTIAL
Max. building height ¹	36-45 ft.	36 ft.
Min. lot size	Townhouse — 2,000 s.f.	10,000 s.f.
	Single-family and Duplex — 5,000 s.f.	
Min. lot width	Townhouse — 20 ft.	100 ft.

	Single-family and Duplex — 50 ft.	
Min. living area	900 s.f.	N/A
Building Impervious coverage for Individual Lot	460%	460%
Setbacks		
Front yard	10 ft. min. ²	10 ft. min.
Side yard	0 ft. for attached units.	10 ft. min.
	5 ft. for detached units and rear-yard accessory structures, including detached garages.	
Rear yard	For lots with garages accessed from the street, 15 ft. min. for the principal structure and 5 ft. for the garage. For lots with detached garages accessed from rear alleys, 25 ft. min. for the principal structure and 10 ft. for the garage.	25 ft. min.
Open Space for Individual Lot	40% ³	40%
Open Space for a Subdivision	40% ⁴	40%
Common Open Space	½ of min. open space required	½ of min. open space required. N/A

1. Towers, widow's walks, parapet walls and rooftop equipment screening may extend a maximum of five feet above the maximum building height.

2. ~~Front porch steps may encroach into the setback. Residential developments with parking in front of structure must comply with parking design requirements in Chapter 12, Section 6.~~

3. For individual single-family residential lots, open space = 35%

4. ~~The overall subdivision open space of 40% may be met through conveyed open space outside of a specific property, subject to an agreement with the City of Port Orange.~~

(76) ~~Residential densities. As shown on the macro CDP (Figure 17.1). Residential development shall occur at a maximum density of eight units per acre. However, the maximum density may be increased to 12 units per acre provided that the developer/applicant demonstrate to the satisfaction of the administrative official that the four additional units per acre will qualify as affordable to low-income families for a period of 15 years.~~

(87) ~~Parking. Minimum parking requirements for this district shall comply with Chapter 12, except for the following uses:~~

Office—One space/300 square feet of gross leasable area

Commercial—One space/300 square feet of gross leasable area

Residential—Two spaces/unit

For non-residential development, bicycle parking shall be provided as per chapter 12 of this code. ~~Parking requirements for buildings in the this district may be met by demonstrating that parking space are available on street, in shared parking facilities noted on the micro CDP, or in private off-street parking lots. Abutting users may share parking as provided in chapter 12 of this code. All off-street parking areas for exclusively non-residential uses shall be located to the rear of the building.~~

(9) ~~Signage. Signage requirements within this district shall be as provided in chapter 15 of this code.~~

~~(10) Design Guidelines~~

- ~~(a) Architectural design.~~ Unless otherwise noted, the architectural design requirements for non-residential buildings in this district is contained in chapter 14 of this code. In addition, the proposed architectural treatment shall be generally similar to surrounding development with regard to building height and bulk, elevation design, colors and exterior finish materials.

Special provisions for gas station pump island canopies associated with convenience stores with fuel operations are as follows:

- ~~(1) Architectural design shall be consistent with the principal structure in terms of colors, materials, finishes, and style.~~
- ~~(2) Decorative rooftop design embellishments shall be provided, such as dormers, cupolas, clerestory windows, and weathervanes, if such are used on the principal structure.~~
- ~~(3) The supporting columns shall be of sufficient width so as to appear "structural" in proportion to the canopy, as consistent with the architectural style of the principal structure.~~
- ~~(4) Bollards shall be painted to match or be compatible with the color of the canopy and principal structure.~~
- ~~(5) The fascia beneath the pump island canopy roof shall incorporate a decorative molded cornice, if such is used as part of the design of the principal structure. The cornice must incorporate "significant" three-dimensional relief to be considered decorative.~~
- ~~(6) The maximum height of the pump island canopy fascia shall be 6 inches. The height of the fascia shall be proportional to the sloped roof of the canopy and principal structure, and not exaggerated to allow room for signage. The height of the fascia can only be increased if a roof overhang is provided, such that the appearance of the fascia height increase is minimized. The overhang must extend 2 inches beyond the fascia for every inch the height of the fascia is increased.~~
- ~~(7) Lighting fixtures underneath the canopy shall be recessed so as to minimize off-site glare and light intrusion. No part of the light fixtures shall project downward beyond the bottom of the canopy.~~
- ~~(8) The maximum clearance between the pavement and the canopy ceiling shall be 14.5 feet.~~
- ~~(9) The maximum height of the canopy shall be no greater than that of the principal structure.~~
- ~~(b) Street and block layout.~~ Minor collector and local streets shall generally be arranged in a linear, gridded network. All streets in this district shall be public streets. Therefore, gated communities shall be prohibited. The maximum length of blocks shall be 1,000 feet. Alleys may run through the center of each block to provide access to detached garages located at the rear of each residential lot. Alleys may be public or may be privately owned and maintained by a homeowners association.

- ~~(c) Residential lot design.~~ Residential buildings shall be raised a minimum of 18 inches above the grade of adjacent sidewalks to afford a measure of privacy in lieu of a greater front yard setback. Garages may be accessed from the street or from rear alleys. Front-loaded garages accessed from the street shall be prohibited.

(d) Neighborhood district

- (1) *Purpose and intent.* This district is intended to accommodate a variety of standard suburban housing types at varying densities. Single-family, two-family, and multi-family housing shall be permitted. Other types of housing developments not specifically stated in this code shall be allowed at densities equal to those shown on the macro CDP for this district. Neighborhood-scale office and commercial developments are appropriate for this district. Such non-residential developments are intended to be pedestrian-friendly, and are therefore located relatively close to the street.
- (2) *Permitted uses.*
 - (a) Those uses permitted in the R3-L, R-3M, and R-3H zoning districts, ~~as described in sections 11, 12, and 13 of this chapter.~~
 - (b) Town homes/row homes.
 - (c) Single-family detached dwellings.
 - (d) Duplex units.
 - (e) Other types of residential dwellings not specifically referenced in this code, such as triplexes and quadplexes.
 - (f) Within those areas specifically designated on the macro CDP for neighborhood commercial, those uses in the NC and PO zoning districts are permitted.
 - (g) Agricultural uses are permitted as defined by subsection (f) below.
- (3) *Permitted uses with special development requirements.* Permitted uses with special development requirements shall include those in the R-3L, R-3M, R-3H, NC, and PO zoning districts. Such uses shall meet all applicable special development criteria as outlined in chapter 18, section 4 of this code. In addition, the following use shall be included:
 - (a) Garage apartments (chapter 18, section 4(b)5.5).
- (4) *Special exception uses.* Those noted in the R-3L, R-3M, R-3H, NC, and PO zoning districts are also special exception uses in the neighborhood district, and shall meet all applicable special development criteria as outlined in chapter 18, section 3 of this code.
- ~~(5) *Prohibited uses.* Mobile home and manufactured home units shall be prohibited in this district.~~
- (6) *Dimensional requirements.*

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STANDARD	DETACHED RESIDENTIAL	ATTACHED RESIDENTIAL	NONRESIDENTIAL
Max. building height ¹	36 ft.	36 ft.	36 ft.
Min. lot size	5,000 s.f.	1,800 s.f. per unit	10,000 s.f.
Min. lot width	50 ft.	18 ft. per unit	100 ft.
Min. living area	1,000 s.f.	600 s.f.	N/A
Building coverage	35% ²	40%	35%
Setbacks			
Front yard	25 ft.	15 ft.	Equal to width of right-of-way landscape buffer
Side yard	5 ft. for lots ≤ 65 ft. wide ³ 7.5 ft. for lots > 65 ft. wide	0 ft. for attached units, 15 ft. between buildings	7.5 ft.
Side corner	20 ft.	Equal to front setback	Equal to front setback
Rear yard	20 ft.	25 ft.	30 ft.
Open Space	40%	40%	40%
Common Open Space	⅓ of min. open space required ⁴	⅓ of min. open space required	⅓ of min. open space required

¹ Towers, widow's walks, parapet walls and rooftop equipment screening may extend a maximum of five feet above the maximum building height.

² Maximum building coverage for detached single-family residential lots may be increased up to 50 percent of the total lot area provided the development requirements for the subdivision as a whole, as listed in chapter 17, subsections ~~29(d)(9), 29(d)(10), 29(d)(11) and 29(d)(12)~~ ~~(10), (11) and (12)~~ are met and provided that the lot does not extend into a St. Johns River Water Management District Conservation and maintenance easements.

³ The following appurtenances shall be allowed to encroach three feet into the side-yard setback; air conditioning equipment, pool pumps and related equipment, other equipment appurtenant to the residential use where otherwise permitted to be located outside, concrete pads associated with air conditioning equipment, and garage stoops.

⁴ For lots with a maximum building coverage of 50 percent, the amount of common open space required in chapter 17, subsection 29(d)(65) shall be based on the smallest lot size in the subdivision. The common open space shall be 100 percent of the requirement for lot size 5,000—5,999 SF, 75 percent of the requirement for lot size 6,000—6,999 SF or 50 percent of the requirement for lot size greater than or equal to 7,000 SF.

~~(76) Residential densities. As shown on the macro CDP (Figure 17.1) this district includes six micro regions. Of the six, four are to be developed at a density of up to four units per acre; one is to be developed at up to eight units per acre; and one is to be developed at up to 16 units per acre.~~

~~(87) Parking.~~ Minimum parking requirements for this district shall be as follows:

Office—One space/500 square feet of gross leasable area

Commercial—One space/400 square feet of gross leasable area

Institutional—One space/400 square feet of gross leasable area

Industrial—One space/500 square feet

Bicycle parking shall be provided as per chapter 12 of this code.

~~(9) Signage.~~

~~(a) Signage requirements shall be as provided in chapter 15 of this code.~~

~~(b) Signage for detached residential development with a building coverage greater than 35 percent per lot and less than or equal to 50 percent per lot shall be as provided below.~~

- ~~(1) Each residential subdivision or residential development shall be required to design and construct a subdivision entry sign and entry features along all abutting major collector roads within Planned Community No. 1.~~
- ~~(2) Size (ground area) of the entry features and associated subdivision entry sign shall be required at the rate of 150 square feet per residential lot or unit within a development. Total square footage of the entry feature will be based upon the total number of lots within all phases in the subdivision.~~
- ~~(3) The design of the entry feature enhancements proposed by the developer shall be subject to review by staff, the planning commission, and subject to final approval of the city council.~~
- ~~(4) Entry features that meet the definition of common open space that are incorporated into the entry feature will count toward both the common open space calculation and the entry feature calculation.~~

~~(108)~~ *Play area requirements.* A residential subdivision or residential development with a building coverage greater than 35 percent and less than or equal to 50 percent shall be required to provide 20,000 square feet of open contiguous common area for every 250 or fewer residential lots, within the subdivision or development or phase thereof. Such areas shall consist of the following, at a minimum:

- (a) A graded, well-drained lawn, sodded with Bahia grass, and regularly mowed. The grade of the lot shall be consistent with the graded height of adjacent lots, so as not to allow excess run-off to drain onto adjacent residential properties.
- (b) A minimum of four benches provided around the perimeter of the lawn, one on each side. Benches shall at least six feet long.
- (c) A decorative fence at least four feet in height constructed around the play area and include openings for access.
- (d) Landscaping to meet the requirements of a design type 2 buffer outlined in chapter 13, section 5(b) of this code shall be installed around the perimeter fencing. Trees may be placed on either side of the fence, provided a majority are located along the outside. Required shrubs shall be located along the outside perimeter of the fence. This landscaping shall be irrigated per the requirements of chapter 13 of this code.
- (e) The size of the required play area may be reduced by 5,000 square feet if playground equipment is installed. Play equipment shall consist of the following:
 - (1) Modular play equipment - minimum 1,400 square feet.
 - (2) Swingset - minimum 12 feet long, four seats.
 - (3) Tot play equipment - minimum 150 square feet.
 - (4) All playground equipment shall be placed in an area that is mulched, or which has a bed of sand, recycled tires, or similar impact-cushioning material.
- (f) The play area shall be connected to a public street and sidewalk, so that it is accessible to all residents.
- (g) One paved handicapped parking space shall be provided on-site. The handicapped parking shall comply with all ADA requirements. No other on-site parking shall be required.
- (h) In cases where the size of a residential subdivision or residential development shall require more than one play area, the play areas shall not be amalgamated, but shall be dispersed throughout the residential subdivision or residential development, so as to be within walking distance for the majority of nearby residents.

- (i) All open areas shall be maintained by the owners association of the residential subdivision or residential development or specific phase thereof.

~~(11) *Design guidelines.* The architectural design requirements for this district are contained in chapter 14 of this code. In addition, the proposed architectural treatment shall be generally similar to surrounding development with regard to building height and bulk, elevation design, colors and exterior finish materials. The design requirements for gas station pump island canopies shall be the same as for the community district, as described above.~~

~~(129) *Restriction disclosure notice requirement.* The property owner shall disclose the lots eligible for the increased lot coverage restriction on the subdivision plat in the form of a plat note. The city shall require the property owner to sign, notarize and record a restriction disclosure notice in the Public Records of Volusia County, Florida, instantly after the recording of the plat.~~

(e) *Workplace district.*

(1) *Purposes and intent.* The primary use of this district shall be for commercial and industrial purposes; however, some multifamily residential and senior independent living community uses may be permitted nearby employment centers and commercial development that serves the general and specialized shopping needs and services of the residents, pursuant to the conditions provided by subsection 2(c) below. Although development in this district is expected to provide a regional employment base and cater to the local and regional market, there shall also be a link between the various uses within the district and other districts, ~~especially the west town center district and the community district,~~ and the adjacent regional commercial node.

(2) *Permitted uses.* The macro CDP recognizes two primary categories of uses in the workplace district: commercial and office/industrial; however, multifamily residential and senior independent living community uses may be incorporated into the workplace district as detailed in subsection (c) below.

(a) *Commercial.*

- (1) *Permitted uses.* Permitted uses shall be the same as for the HC and ICD zoning districts, as described in this chapter. Agricultural uses shall be permitted as provided by subsection (f) below. Residential uses shall be permitted as provided by subsection (c) below.
- (2) *Permitted uses with special development requirements.* Permitted uses with special development requirements, shall be the same as for the HC and ICD zoning districts, and shall meet all applicable special development criteria as outlined in chapter 18, section 4 of this code.
- (3) *Special exception uses.* Except those uses prohibited below, special exception uses noted in HC and ICD zoning districts are also special exception uses in the commercial sub-district, and shall meet all applicable special development criteria as outlined in chapter 18, section 3 of this code.
- (4) *Prohibited uses.* Adult entertainment uses shall be prohibited.
- (5) *Dimensional requirements.*

STANDARD	COMMERCIAL
Max. building height	60 ft.
Min. lot size	30,000 sq. ft.
Min. lot width	150 ft.
Building coverage	35%
Setbacks:	
Front yard:	Equal to right-of-way landscape buffer width
Side yard:	20 ft.
Rear yard:	25 ft.
Open Space	30%
Common Open Space	0%

(b) *Office/industrial.*

- (1) *Permitted uses.* Permitted uses shall be the same as for the CI and LI zoning districts. Agricultural uses shall be permitted as provided by subsection (f) of this chapter [section]. Residential uses shall be permitted as provided by subsection (c) below.
- (2) *Permitted uses with special development requirements.* Permitted uses with special development requirements shall be the same as for the CI and LI zoning districts, and shall meet all applicable special development criteria as outlined in chapter 18 of this code.
- (3) *Special exception uses.* Those noted in CI and LI zoning districts are also special exception uses in the office/industrial sub-district, and shall meet all applicable special development criteria as outlined in chapter 18, section 3 of this code.
- ~~(4) *Parking.* The minimum number of required parking spaces for the workplace district shall be as per chapter 12, section 4 of this code. Bicycle parking shall also be provided as per chapter 12 of this code. For lots fronting on Williamson Blvd. and the east side of the North-South arterial road, special parking provisions shall apply. For buildings that are 20,000 square feet or less, no more than 50 spaces, or 60 percent of the required number of spaces, whichever is less, shall be located in front of the building. For buildings greater than 20,000 square feet, no more than 50 spaces, or 40 percent of the required number of spaces, whichever is less, shall be located in front of the building.~~
- ~~(5) *Signage.* Signage requirements shall be as provided in chapter 15 of this code.~~
- ~~(6) *Design guidelines.* The architectural design requirements for this district are contained in chapter 14 of this code. In addition, the proposed architectural treatment shall be generally similar to surrounding development with regard to elevation design, colors and exterior finish materials.~~
- (74) *Dimensional requirements.*

STANDARD	OFFICE/INDUSTRIAL
Max. building height	60 ft.
Min. lot size	20,000 sq. ft.
Min. lot width	150 ft.
Building coverage	50%
Setbacks:	
Front yard:	Equal to right-of-way landscape buffer width
Side yard:	20 ft.
Rear yard:	25 ft.

Open Space	30%
Common Open Space	0%

(c) *Residential.*(1) *Permitted uses.*

- (a) Multifamily dwelling (16 units per gross acre maximum allowable density).
- (b) Senior independent living community (12 units per gross acre maximum allowable density).

(2) *Prohibited uses.*

- (a) Camouflaged and monopole communications towers.
- (b) Guyed and lattice communication towers.
- (c) Mobile home and manufactured home units.
- (d) Single-family dwellings.
- (e) Duplex units.
- (f) Triplex units.

- (3) *Special restrictions.* ~~In order to ensure a mix of uses consistent with the purposes and intent of the workplace district, multifamily residential uses shall be limited to 13 percent of the overall workplace district land area, when such r~~ Residential development ~~is shall be~~ located within a ½ mile of commercial development (measured along right-of-way centerlines between the development entrance drives or other pedestrian access points) that will cater to the residential development and provide an efficient link between the commercial and residential uses. The location of residential uses in close proximity to commercial uses will reduce vehicle miles traveled, thereby reducing the energy consumption within the district. ~~Senior independent living communities shall be limited to 4 percent of the overall Workplace District land area.~~

(4) *Dimensional requirements.*

STANDARD	ATTACHED RESIDENTIAL
Max. building height ¹	50 ft.
Min. lot size ²	1,800 s.f. per unit
Min. lot width ²	18 ft. per unit
Min. living area	500 s.f.
Building coverage	50%
Setbacks	
Front	20 ft.
Side	0 ft. for attached units, 15 ft. between buildings 20 ft. for perimeter
Rear ³	25 ft.
Open space	40%
Common open space	⅓ of min. open space required
Min. landscape buffer abutting single family residential zoned property	20 ft. (including a berm at least 3' high with a 6' vinyl shadowbox fence on top of the berm except where accessory structures abut the buffer or where the property abuts an existing conservation easement)

	area); if the buffer provided is a minimum of 50' wide, then a berm and opaque fence is not required.
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¹ Additional height for architectural appurtenances and other structures (including cupolas) may extend a maximum of ten feet above the maximum building height.

² Applies to units with individual lots under fee simple ownership.

³ Multifamily buildings of greater than 25 feet in height shall have a building setback equal to or greater than the building height, except where adjoining property is zoned single family residential where such setback shall be equal to or greater than twice the building height (not including architectural appurtenances as permitted above).

STANDARD	SENIOR INDEPENDENT LIVING COMMUNITY
Max. building height	50 ft.
Min. lot size	4 acres
Min. lot width	200 ft.
Min. living area	500 s.f.
Max. building coverage	30%
Min. open space	60%
Setbacks	
Front	30 ft.
Side	25 ft. or equal to building height, 25 ft. between buildings
Rear	50 ft.

- (3) Application for conceptual plan and master development agreement. Property owners within the PC-A district may apply to establish a master development agreement and conceptual development plan. The conceptual plan and master development agreement allows unique and innovative land development proposals for property, by establishing development parameters, conditions, and requirements. Where the conceptual plan and master development agreement are silent on a particular subject or requirement, the requirements of the city's land development code shall control. The requirements for unified ownership, application submittal and review process, requirements and standards how a conceptual development plan and master development agreement shall be prepared, approval process, execution of the master development agreement, expiration of the master development agreement, and amendments to the master development agreement and/or conceptual development plan, shall be pursuant to the regulations established in chapter 17, section 17.

- (a) ~~Unified ownership.~~ All land within the area to be developed pursuant to a master development agreement shall be under the ownership or control of the applicant at the time of execution of the master development agreement, whether the applicant be an individual, partnership or corporation, or groups of individuals, partnerships or corporations.
- (b) ~~Application shall be made to the department utilizing the form provided by the department for that purpose and accompanied by the appropriate review fee.~~
- (c) ~~Review of application materials.~~ Within two working days of the receipt of an application, the department shall determine whether the submittal is complete. Incomplete submittals shall be returned to the applicant with the deficiencies noted in writing. Re-application shall be accompanied by a re-application fee as adopted by resolution of the city council.
- (d) ~~Initiation of development review.~~ When an application is determined to be complete or substantially complete, it shall be reviewed by the staff development review committee (SDRC).

(e) ~~Conceptual development plan.~~ The applicant shall provide a conceptual development plan, drawn at a scale of no smaller than one inch equal to 100 feet. The plan shall show the development potential of the site including natural and manmade conditions, constraints, and opportunities, and contain the following information, when applicable. An asterisk (*) denotes information which may be waived by the applicant for purposes of approval of the conceptual plan exhibit of the master development agreement. If any of the denoted information is not provided, the conceptual plan exhibit shall not be considered to satisfy the requirements for a site plan or subdivision plan submittal, and full compliance with the procedure for approval of the latter shall be required. The conceptual plan shall be prepared according to the following standards.

- (1) ~~Project name, date, north arrow, and the legal description, boundary dimensions and area in acreage of the property;~~
- (2) ~~Name and address of owner, surveyor, engineer, and any other professional consultants involved with the generation of the plan information. If the property is owned by a corporation, company or partnership, the name and address of the president and secretary, and the state of incorporation shall be provided;~~
- (3) ~~A vicinity map drawn to scale showing the zoning of the area and the relationship of the subject property to surrounding development;~~
- (4) ~~Proposed common areas, drainage areas, conservation areas, lot lines (*) and lot dimensions (*);~~
- (5) ~~Proposed street names and lot numbers (*);~~
- (6) ~~Acreage in lots, drainage areas, common areas, streets and other uses, and the minimum lot size, average lot size (*) and total number of lots (*);~~
- (7) ~~Existing topography shown in one foot contours and delineation of flood insurance rate map flood zones;~~
- (8) ~~Environmental assessment providing delineation of all wetlands, wooded areas, vegetative communities and listed species habitats: general description of the character of such wetlands, wooded areas, vegetative communities and listed species habitats: and a tree survey in accordance with requirements of this code (*);~~
- (9) ~~The location of existing and proposed buildings, utilities, roads, easements or other improvements on the property, and all roads, lot lines, and abutting property owners within 150 feet of the subject property;~~
- (10) ~~A soils report including one percolation test per ten acres with one or more eight foot deep soil boring(s) at each percolation test site (*);~~
- (11) ~~Statement that compliance with the land development code may necessitate modification of the conceptual plan;~~
- (12) ~~Soil types, drainage basins and natural drainage patterns;~~
- (13) ~~General character, size and location of buildings, parking and loading areas, bufferyards and landscaped areas for each proposed land use;~~
- (14) ~~Site data for each land use and parcel to verify that requirements of the master development agreement have been satisfied;~~
- (15) ~~General location, size and function of open space areas to verify that requirements of the master development agreement and this section have been satisfied;~~
- (16) ~~One copy of the computer disk(s) depicting the proposed development layout, including the streets and lots, for projects prepared on an appropriate computer-aided drafting (CAD) system; and~~

- ~~(17) Any other information deemed pertinent by the department, planning commission or city council.~~
- ~~(f) Master development agreement. The agreement shall contain and/or address the following information, when applicable. The master development agreement shall be prepared according to the following standards.~~
 - ~~(1) Permitted uses and special exceptions.~~
 - ~~(2) Minimum dimensional requirements. Such requirements shall include lot area and width, setbacks, building height, minimum floor area, spacing between buildings, maximum building coverage, minimum landscaped area and any other dimensional information pertinent to the project.~~
 - ~~(3) Landscaping, parking and signage requirements when unique or different from those described in this development code.~~
 - ~~(4) Architectural controls. Such controls shall provide for a common architectural theme to be applied to all structures.~~
 - ~~(5) Project phasing.~~
 - ~~(6) Landowners association. An association or unified collective of individual associations shall be established to provide for maintenance of common area facilities and to enforce the specific restrictions established by the association.~~
 - ~~(7) Maximum number of building lots if applicable.~~
 - ~~(8) Improvements to infrastructure which may be required in addition to those specified by this code or at an earlier time than would otherwise be determined by this code.~~
 - ~~(9) Statement that compliance with the environmental preservation code may necessitate modification of the conceptual plan.~~
 - ~~(10) Expiration date.~~
 - ~~(11) Statement of ownership and legal description.~~
 - ~~(12) Any other information deemed pertinent by the department, planning commission or city council.~~
- ~~(g) Application review process.~~
 - ~~(1) Staff development review committee (SDRC). All applications shall be reviewed by the SDRC, and members' comments shall be delivered and discussed at a SDRC meeting. Formal comments of the SDRC shall be transmitted in writing to the applicant no later than three working days after the meeting.~~
 - ~~(2) Resubmittal of the revised conceptual plan and master development agreement. The revised conceptual plan and master development agreement shall be submitted no later than 60 days after the original SDRC meeting review. The revised conceptual plan and master development agreement shall be reviewed by the SDRC members, with findings reported by the department to the planning commission for their consideration.~~
- ~~(h) Approval of application for conceptual plan and master development agreement.~~
 - ~~(1) Planning commission action. The planning commission shall consider the conceptual plan and master development agreement at a regularly scheduled meeting to determine if the application meets the requirements of this code. Upon consideration of the comments of the SDRC and public, the commission shall take one of the following actions;~~

- (a) ~~Table the consideration of the application until their next regularly scheduled meeting to allow for the resolution of outstanding issues. No application shall be tabled more than one time in the presence of the applicant by the planning commission.~~
 - (b) ~~Recommend that the application be denied.~~
 - (c) ~~Recommend that the application be approved.~~
 - (d) ~~Recommend that the application be approved with conditions.~~
- (2) ~~City council approval.~~ The city council shall consider the conceptual plan and master development agreement at a regularly scheduled meeting, and determine if the application meets the requirements of this code. Upon consideration of the comments of the department, the public, and the recommendation of the planning commission, the city council shall take one of the following actions:
 - (a) ~~Table the consideration of the application to allow for the resolution of outstanding issues.~~
 - (b) ~~Deny the application.~~
 - (c) ~~Remand the application back to the planning commission.~~
 - (d) ~~Approve the application.~~
 - (e) ~~Approve the application with conditions.~~
- (i) ~~Execution of master development agreement.~~ The second reading of the ordinance for the conceptual plan and master development agreement shall not take place until the developer has provided an executed copy of the master development agreement to the city clerk. The document shall be a fully corrected copy which addresses all issues discussed prior to the scheduled second reading. The document shall also include reduced copies of the revised conceptual plan exhibits. If there are no additional requirements, corrections or conditions attached by the city council at the second reading, the executed document shall be signed by the city clerk and mayor and forwarded to the county clerk for recording. If there are additional requirements, corrections or conditions attached by the city council at the second reading, the applicant shall revise the agreement and conceptual plan and return the documents to the department within 30 days for execution and recording. The requirement to return the document within 30 days shall be specified by the city council as a condition for approval of the conceptual plan and master development agreement.
- (j) ~~Failure to provide timely resubmission.~~ Failure to meet any of the resubmission deadlines cited above shall require the filing of a new application, including the appropriate review fees.
 - (1) ~~Extension of resubmittal deadlines.~~ The administrative official may extend the deadlines cited above, when warranted by unforeseeable events. A request for extension shall be filed in writing with the department explaining the circumstances justifying the extension.
- (k) ~~Final development plan approval.~~ Unless otherwise noted within the development agreement, final development approval for subdivisions or site plans within the PC-A shall be required in accordance with the general procedures established by this code. Conceptual plan exhibits of the master development agreement which fully satisfy the requirements for site plan or subdivision plan submittal shall be considered as such.
- (l) ~~Expiration of master development agreement.~~ Any master development agreement executed and recorded after the adoption of this development code shall be required to include an expiration date or series of expiration dates tied to specific improvements or phases. Such date(s) shall be determined based upon the size of the project, the installation of physical improvements, and any other factors pertinent to the specific proposal. If the city should determine that the

~~developer has failed to satisfy the requirements necessary to avert expiration, the development agreement shall be considered null and void, and approval of any additional final development plans for the PC-A shall not be permitted without resubmission and approval of a new development agreement in accordance with the procedures established in this development code.~~

- ~~(m) — Amendments to the master development agreement and/or conceptual development plan.~~
Subsequent to execution and recording, the master development agreement and/or conceptual development plan may be amended at any time upon mutual agreement of both the city and the appropriate amending party, unless otherwise provided in the agreement. Application for amendment of the master development agreement and/or conceptual development plan shall be made to the department utilizing the form provided by the department for that purpose and accompanied by the appropriate review fee. Amendment shall completely restate the original agreement along with the language for the requested amendment. Upon receipt of the application by the department, the amendment shall be placed on the next available SDRG agenda. Subsequent to action by the planning commission, final review and approval shall be required by the city council.

(f) **Agricultural uses.** The entire planned community-agricultural area ~~is currently~~ when established was in agricultural use. Said agricultural use shall be allowed to continue as an interim use on all lands throughout the PC-A area which have not received final site plan or subdivision approval. Agricultural uses on any portion of a micro region that has received final site plan and/or subdivision approval shall cease within 90 days after such approval.

- (1) *Permitted uses.* Permitted uses shall be the same as for the "A" zoning district.
- (2) *Special exception uses.* Special exception uses shall be limited to the following uses, unless otherwise specified under the requirements for each district. Such uses shall be consistent with the permitted uses in each district.

- (a) Houses of worship.
- (b) Private schools.
- (c) Retail nurseries and garden supplies.
- (d) Veterinary clinics.

Such uses shall meet all of the applicable special development criteria as outlined in chapter 18, section 3 of this code.

- (3) *Special restrictions.* The following uses are prohibited within 1,000 feet of proposed or existing development within any ~~micro region~~ district:

- (a) Livestock feeding pens.
- (b) Livestock feed lots.
- (c) Poultry operations to include any feathered animals...e.g. chickens, emus, ducks, ostriches, etc.

- (4) *Prohibited uses.*

- (a) Cemeteries.
- (b) Commercial stables.
- (c) Farmers/flea markets.

~~(g) **Traffic circulation.** The macro CDP identifies the conceptual traffic circulation plan of the PC-A zoning district. Each micro CDP submittal must show an intent to interface with this system. Each micro CDP must demonstrate that it will encourage the efficient movement of traffic within the balance of the PC-A area by identifying how pedestrian, bicycle, and motorized vehicle "trips" will be accommodated between micro regions and districts. Lots within the West Town Center district may have direct access to collectors. Parking lots may have direct access to arterials and collectors.~~

~~Except where otherwise noted, each subdivision within the PC-A zoning district shall have a minimum of two permanent access points onto an adjacent public street. Where adjoining existing development or code requirements preclude the development of two public street access points, the secondary access point may consist of a stabilized unobstructed temporary driveway for emergency purposes.~~

~~(hg)~~ **Special roadway corridor provisions.**

- ~~(1) **The I-95 corridor.** The I-95 corridor travels through one of the more visible and significant commercial districts within the city. The I-95 corridor is recognized as a gateway to the City of Port Orange. For this reason, the corridor shall benefit from design requirements that enhance its aesthetic appearance and preserve the existing vegetation and natural features along its boundaries. Buildings and structures visible from I-95 will benefit from architectural requirements that meet or exceed the architectural standards of chapter 14 of this code. A landscape buffer of 50 feet in width shall be required along the I-95 corridor. Stormwater management facilities are allowed within this buffer. The landscaping~~

materials within the landscape buffer shall be consistent with the requirements of a right-of-way buffer of this width, as per chapter 13, section 3(d)(3) of this code. In locations where existing utility easements overlap this buffer, then the installation of landscape materials shall be coordinated with the utility.

- (21) *Williamson Boulevard.* Given Williamson Boulevard's significant role as a major thoroughfare in the city's transportation network and its aesthetic and development opportunities, all aspects of development including infrastructure, landscaping and buffering, traffic management, signage, architecture and urban design, shall be coordinated. The following shall be the corridor plan for Williamson Boulevard.
- (a) There shall be a 50-foot wide landscape buffer measured perpendicular from the edge of right-of-way.
 - (ba) Generally, vehicular access points along Williamson Boulevard shall be limited to a minimum spacing distance of 660 feet. The city may approve exceptions to this requirement of up to 75 feet in either direction, provided that the developer obtain and submit to the city a letter from the Volusia County traffic engineer stating that public safety will not be unreasonably compromised by the exception.
 - (c) Cross-access easements between commercial and industrial properties shall be required to facilitate trip movement between parcels without the need to access Williamson Boulevard. For properties fronting on Williamson Blvd., a system of private feeder roads or drive aisles running parallel to Williamson Blvd. shall provide the primary means of inter-parcel access. Parking spaces shall not be placed on these facilities. The administrative official shall have the authority to waive this requirement if existing site conditions, such as wetlands, preclude the construction of such inter-parcel connections.
 - (d) Signage requirements shall be as provided in chapter 15 of this code.
 - (eb) At the time of subdivision or site plan approval, the developer shall install walklights at 100-foot centers in the right of way adjacent to the developer's lands along the west side of Williamson Boulevard from McGinnis Avenue south within the PC-A district. Installation shall begin from the closest walklight installed in the right way in front of the adjacent property, or, if no light exists within 100 feet of the property boundary, then at the property boundary. The required walklights will be consistent with the walklight detail noted in the city's standard construction details.
- (3) *Tomoka Farms Road.* In recognition of the "rural" nature of the Tomoka Farms Road corridor, all development within PC-A located adjacent to this corridor shall be required to install a 35-foot wide landscape bufferyard along the roadway frontage of the property. The bufferyard shall contain the following materials per every 100 linear feet: 6 shade trees, 7 understory trees, and 55 shrubs.
- (i) *Streets and streetscape.*
- (1) Except where otherwise noted, streets and roadways (public or private) shall be designed and developed in accordance with this code.
 - (2) The city may allow for street tree plantings within the right-of-way, subject to the following provisions:
 - (a) The placement of street trees within the public right-of-way shall be coordinated with the public utilities department, and approved by the city council through a license agreement with the city.
 - (b) It is preferable for utilities to be located in rear yard alleys in developments for which street trees are planned.
 - (c) If utility mains and service laterals are located within the right-of-way, then street trees shall not be planted in close proximity to them unless it can be demonstrated on the development plans and in the field that the trees will not cause damage. The above-noted license agreement shall require the licensee to pay for damage caused to city utilities by trees and their root systems.

~~(3) Shade trees planted within the right-of-way abutting a given lot or site shall be credited towards the fulfillment of the front yard and overall requirements for tree plantings on that lot or site.~~

~~(4) The administrative official shall allow for alternative roadway designs within the West Town Center district and community district in order to:~~

~~(a) Establish a pedestrian, urban, streetscape, with patterns of streets and blocks arranged to provide comprehensible and interesting routes of travel.~~

~~(b) Provide for landscaping and street art within the right-of-way for a boulevard like appearance and/or;~~

~~(c) Allow for multiple uses within the right-of-way that are consistent with the overall urban setting of the West Town Center district.~~

(jh) *Bike and pedestrian paths.* One of the goals of the PC-A zoning district is to achieve a high degree of vehicle trip internalization. This goal shall be implemented in part by designating a bike and pedestrian path system on the macro CDP. The bike and pedestrian system depicted on the macro CDP is intended to promote bike and pedestrian movement within and between Districts and micro regions.

The location and dimensions of bikepaths between future subdivisions and improvements may deviate from that conceptually shown on the macro CDP. The actual locations and dimensions shall be approved at the time of site plan/subdivision approval. Sidewalks adjacent to industrial-use property shall be single loaded, provided that an eight-foot wide bikepath is installed in lieu of two 5-foot wide sidewalks. Bikepaths shall be allowed to meander in and out of the right-of-way if bikepath easements are placed immediately outside the right-of-way for this purpose.

(ki) *Conservation/recreation.* As noted in the city's comprehensive plan, at least ten percent of lands within the PC-A zoning district must be preserved as conservation or designated as recreation. It is anticipated that a significant portion of these lands will be comprised of wetlands. Lands set aside as conservation will be counted towards the overall open space requirements of the planned community.

(lj) *Recreation/parks.*

(1) *Community-wide requirements.* The macro CDP identifies the proposed location of the parks serving the PC-A zoning district area. The actual location of any particular park or connection to a park is subject to change or reconfiguration as long as the area encompassed within the overall parks system does not decrease in size and the utility of any portion of the park system subject to such change is not diminished. Additional lands may be added to this system as provided for in subsection (nl), below, as long as these additional lands are either adjacent to lands comprising the proposed park system or consist of at least five contiguous acres which abut a public right-of-way. Any lands within this system which have not been acquired by the city for the recreational requirements of the PC-A zoning district shall revert to the land use of the lands adjacent to them by January 1, 2021.

~~(2) *Satisfaction of impacts for residential developments.* Satisfaction of recreational impacts requirements for proposed residential developments may be accomplished by the following:~~

~~(a) Deeding to the city an amount of property within the lands designated as parks or bike paths on the macro CDP, of value equal to the amount of the impact fees which would be assessed for that development; or~~

~~(b) Payment of the city's recreational/open space impact fee in effect, at the time of development approval. The city shall use at least one half of impact fee monies so paid to purchase the lands designated as parks or bike paths on the macro CDP; or~~

~~(c) A combination of either of the above, at the city's election, provided that until all park lands are purchased, the city shall use at least one half of impact fee monies so paid to purchase the lands designated as parks or bike paths on the macro CDP.~~

(mk) *Open space.*

- (1) *Definition.* Open space, for purposes of the PC-A zoning district, shall be defined as the land area which is retained in its natural condition or improved in a manner for the enjoyment of all persons owning property within the PC-A zoning district or any subdivision in the PC-A zoning district. Open space shall include, but shall not be limited to, common open space, trees and environmental preservation areas, water bodies, landscape buffers, undevelopable yard setbacks, and common area parcels, and shall not be developed with impervious surface unless it is common open space. Open space shall also include those portions of the right-of-way that are pervious.
- (2) *Common open space.* In determining whether an area qualifies as common open space, the following criteria shall apply:
 - (a) Common open space shall be dedicated to and useable by all the residents of the PC-A zoning district or a specific subdivision therein.
 - (b) Common open space may include that land which has been set aside for aesthetic, amenity, buffering or recreational purposes, community gardens, or for the preservation of natural resources, natural features or listed species habitats.
 - (c) Common open space set aside for the preservation of natural features or listed species habitats, or for buffering purposes shall remain undisturbed and shall be protected by conservation easements dedicated to the city or through city ownership.
 - (d) The location, shape, size and character of common open space shall be depicted in site plan/subdivision submittals.
 - (e) Common open space shall not be used for construction of any structures other than recreational facilities, its supporting infrastructure, and incidental maintenance buildings.
 - (f) Common open space shall be maintained by the owner's association of a subdivision or by the city if under city ownership.
- (3) *Location requirements.* All open and common open space required for the PC-A zoning district as a whole or any subdivision thereof shall be located within the boundaries of the PC-A zoning district.
- (4) *Open space qualifications.* For residential subdivisions or residential developments within the Neighborhood District with a building coverage greater than 35 percent per lot or less than or equal to 50 percent per lot, the following determines whether an area qualifies as common open space:
 - (a) Common open space shall only include that land which has been amenitized and/or set aside for recreational purposes.
 - (b) Stormwater retention ponds may be counted as common open space, provided that they are made accessible to all residents and subdivision property owners, and are designed according to the following criteria:
 - (1) The pond and area sufficient to accommodate the features listed below shall be located in common open space as depicted on the subdivision plat.
 - (2) A walking path shall be provided around the perimeter of stormwater retention areas, and constructed in accordance with the city's standard construction detail for sidewalks.
 - (3) Walking paths shall be located a minimum of 20 feet from the nearest lot. However, this distance may be reduced to 15 feet if a four-foot tall white, PVC fence is installed between the residential lots and the walking paths.
 - (4) Landscaping shall be required along the edge of the pedestrian path. Landscaping materials may be placed on either side of the path, provided the majority of materials are located along the outside edge. Where the path lies adjacent to residential lots, or a street, landscaping for a Type 1 buffer yard shall be required. Where the path lies adjacent to wetlands or forested areas, no additional landscaping shall be required. Where the path

lies adjacent to common area, or other areas not otherwise landscaped, two shade trees and three understory trees shall be provided per 100 lineal feet. This landscaping shall be irrigated as required by chapter 13 of this code.

- (5) The pedestrian walking paths shall connect to a public sidewalk within the subdivision so that the walkway will be accessible to all residents.
- (6) Benches shall be provided every 500 feet and anchored in cement. Benches shall be a minimum of six feet long.
- (7) Reserved.

(A) Community planning incentives.

- (1) *Purpose.* To further the community planning objectives of the planned community-agricultural zoning district, open space, common open space, and maximum building coverage required within any subdivision as depicted on the macro CPD may be relaxed, in accordance with this section, in order to facilitate more efficient use of land, encourage integration of uses, and to provide for the creation of larger, contiguous and highly functional open space areas and parks.
- (2) *Efficient development incentives.* To facilitate the purpose of this subsection, the city may elect to relax the open space and common open space requirements and increase the maximum building coverage for certain developments. In exchange, developments shall deed acceptable replacement lands to the city, lying within the boundary of the district the development is located in ~~macro CDP~~ but outside of the development or subdivision boundary. This dedication shall be according to the applicable ratio from the table below: (Replacement lands may be parklands, bike paths, or high quality wetlands as shown on the macro CDP, or other lands acceptable to the city).

*On-Site/Off-Site Replacement Ratio
For Open And Common Open Space Requirements*

	<i>First 30% Required</i>	<i>31% to 60% of Requirement</i>	<i>61% to 100% of Requirement</i>
<i>Open space</i>			
Residential	1:1	1:1.5	1:2
Commercial	1:1	1:2	1:3
Institutional	1:1	1:1.25	1:1.5
Industrial	1:1	1:1.25	1:1.5
<i>Common open space</i>			
Residential	1:1	1:1.5	1:2
Commercial	1:1	1:2	1:3
Institutional	1:1	1:1.25	1:1.5
Industrial	1:1	1:1.25	1:1.5

*On-Site/Off-Site Replacement Ratio
For Increases in Maximum Building Coverage*

	<i>For 1% to 10% increase</i>	<i>For 11% to 25% increase</i>	<i>For 26% to 40% increase</i>
<i>Maximum building coverage</i>			
Commercial	1:1	1:2	1:3
Institutional	1:1	1:1.25	1:1.5
Industrial	1:1	1:1.25	1:1.5

Any wetlands mitigation credit which might also result merely from the purchase of such lands shall be retained by the purchaser.

- (3) Building coverage incentives. The maximum building coverage for single-family and duplex lots can be increased up to 50 percent by providing a financial contribution to the City to achieve specific community planning objectives within the PC-A zoning district and by providing storm water management facilities large enough to treat and attenuate the runoff from 50% building coverage when combined with normal & customary homesite and public (or private) right-of-way impervious improvements.
- (a) The building coverage increase is applicable in increments of 25 lots. The payment amount is based on each group of 25 lots, regardless of the actual number of lots (one to 25) that take advantage of this provision.
 - (b) The financial contribution must be paid to the city prior to the first building permit being issued for the lots subject to the increased building coverage.
 - (c) The building coverage increase provision only applies to vacant residential lots.
 - (d) The lots eligible for the increased lot coverage restriction shall be placed on the new plat or the replat in the form of a plat note. For purposes of replatting to provide for the increased lot coverage restriction only, the city council hereby delegates its authority for approval of the replat to the administrative official, and said replat shall be executed as required by general law and recorded in the public records.
 - (e) The financial contribution and allowed building coverage increase are determined according to the table below:

Contribution Table for Building Coverage Requirements

	Increase Building Coverage from 35% to 40%	Increase Building Coverage from 41% to 45%	Increase Building Coverage from 46% to 50%
1—25 Single-Family Lots	\$12,500.00	\$25,000.00	\$37,500.00
1-25 Duplex Lots	\$12,500.00	\$25,000.00	N/A

Example One

47 single-family lots with a 10 percent increase in building coverage above 35 percent.

Lots 1—25 = \$25,000.00

Lots 26—47 = \$25,000.00

Total = \$50,000.00

Example Two

40 single-family lots with a 10 percent increase in building coverage, 30 single-family lots with a 5 percent increase in building coverage, and 15 single-family lots with a 15 percent increase in building coverage.

40 single-family lots with 10 percent increase above 35 percent.

Lots 1—25 = \$25,000.00

Lots 26—40 = \$25,000.00

Subtotal = \$50,000.00

30 single-family lots with 5 percent increase above 35 percent.

Lots 1—25 = \$12,500.00

Lots 26—30 = \$12,500.00

Subtotal = \$25,000.00

15 single-family lots with 15 percent increase above 35 percent.

Lots 1—15 = \$37,500.00

Subtotal = \$37,500.00

Total: 85 = \$112,500.00 (\$50,000.00 + \$25,000.00 + \$37,500.00)

(em) Compliance with city regulations. Due to the physical characteristics of the property, such as topography, groundwater elevation, surface drainage, and wetland orientation, chapter 10, section 11(a)(13)(b) of this code regarding lowering of the water table shall not apply to the PC-A zoning district. However, this does not relieve the developer from the responsibility of obtaining permits from any federal, state, and/or local agencies asserting concurrent jurisdiction over any proposed development in this zoning district.

Throughout the West Town Center district, the applicant may deviate from city code requirements for minimum drainage easement width along the top of retention ponds in order to allow construction of building structures in drainage easements around retention areas, provided the applicant can demonstrate to the satisfaction of the administrative official that the purpose/function of the easement can still be achieved.

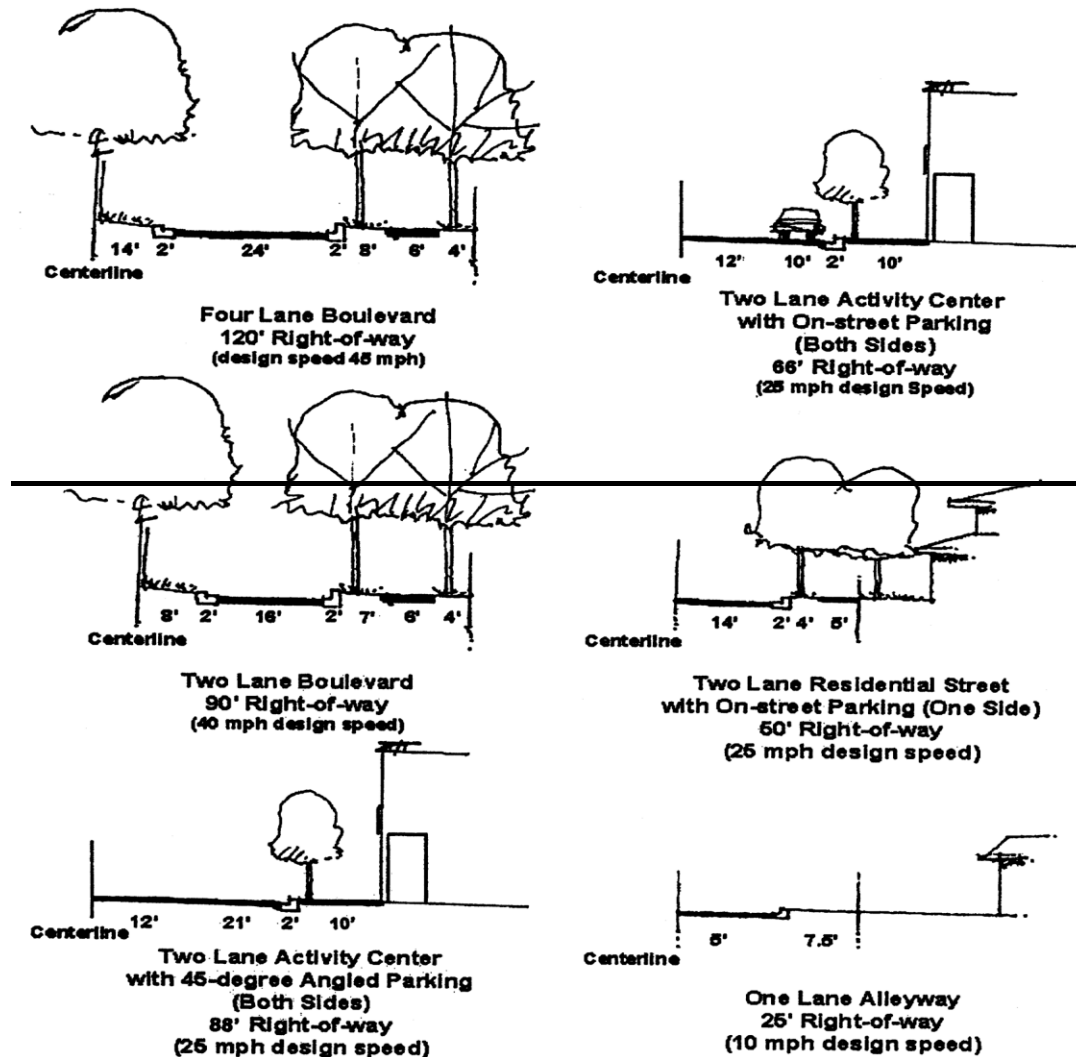
The installation of required utilities as part of any site development shall be prohibited within natural areas protected by conservation easements.

(pn) Road construction. Arterial and collector roadways (e.g. McGinnis Avenue, Coraci Boulevard, and Madeline Avenue) depicted on the macro CDP are not required to be constructed along their entire length prior to incremental development. It is anticipated that the development community will construct the arterial, collector roads and internal subdivision roads, incrementally as development occurs. The city may join in construction of the north/south arterial road and the northerly east/west arterial road as shown on the macro CDP, to stimulate development of the West Town Center. Similarly, it is anticipated that the development community will construct utility lines to service lands being developed and abutting micro regions. Land development permits shall require that sufficient infrastructure (roads and utilities) be in place concurrent with development. The city intends to construct major utility lines along the east/west arterial road in order to serve the PC-A zoning district and the county's proposed industrial park.

Except where otherwise noted, each subdivision within the PC-A zoning district shall have a minimum of two permanent access points onto an adjacent public street. Where adjoining existing development or code requirements preclude the development of two public street access points, the secondary access point may consist of a stabilized unobstructed temporary driveway for emergency purposes.

~~The following typical roadway sections are intended to depict the various types of rights-of-way permitted within the PC-A zoning district.~~

Figure 17:3
Typical Roadway Sections



(40) Monitoring and notification. The city shall monitor development within the PC-A zoning district and provide notification to the appropriate jurisdictions and agencies of any changes, as provided below:

- (1) The number of external trips generated as a result of development shall not exceed 62,600 trips per day, except as provided below. This number is equal to that which would be generated by the land uses shown on the adopted future land use map and the current and programmed roadway network conditions as of June 25, 2001. Any proposed intensification of these uses shall require the developer of this property to demonstrate, by a professionally acceptable traffic impact analysis, that the additional traffic will not result in a degradation to the adopted level-of-service standards for the roadways within the area where the project traffic exceeds ten percent of the level of service "C" volumes, unless appropriate measures are identified and implemented in concert with additional traffic impacts. Additionally, the city shall ensure only through the development approval process that traffic impacts on surrounding property from development within the PC-A zoning district will not result in a degradation to the adopted level-of-service standard, unless appropriate measures are

identified and implemented in concert with additional traffic impacts. The results of this determination shall be provided to the City of Daytona Beach.

- (2) Before any development occurs, the city shall provide the City of Daytona Beach, the Volusia County MPO, the Volusia County Traffic Engineering Department, and FDOT District 5 with a future traffic impact analysis of the property using the recently refined VCUATS 2020 Long Range model or best engineering practices. This analysis will be based upon the future land use map designation of the property as of June 25, 2001. The city shall also provide an analysis utilizing the anticipated land use impacts and planned roadway network resulting from the proposed development of this property.
- (3) Starting on January 1, 2003, the city shall provide a report to the City of Daytona Beach, Volusia County, Volusia County MPO, DCA, and FDOT District 5, on an annual basis at the end of each calendar year. The report shall utilize background traffic data from FDOT, Volusia County and the City of Port Orange. The assessment shall include a traffic distribution and assignment based on either the VCUATS 2020 Long-Range model or best professional practices resulting from local knowledge. The limits of the study area shall be where the project traffic exceeds ten percent of the level of service "C" volumes on collector or higher-classified roadways. The study shall include the following road segments and intersections when traffic volumes generated by the PC-A zoning district create impacts on those segments and intersections in excess of ten percent of the level-of-service "C" volumes:

Existing Segments:

Beville Rd. (I-95 to Clyde Morris Blvd.)
 Williamson Blvd. (Beville Rd. to Airport Rd.)
 Taylor Rd. (Clyde Morris Blvd. to CR 415)
 Clyde Morris Blvd. (Madeline Ave. to Taylor Rd.)
 Madeline Ave. (Williamson Blvd. to Nova Rd.)
 CR 415 (Pioneer Tr. to Beville Rd.)
 Willow Run Blvd. (Williamson Blvd. to Clyde Morris Blvd.)
 Dunlawton Ave. (I-95 to Nova Rd.)

Future (Proposed) Segments:

Yorktowne Blvd. extension (Taylor Rd. to Willow Run Blvd.)
 Madeline Ave. (LPGA Blvd. extension to U.S. 1)
 LPGA Blvd. extension (C.R. 415 to U.S. 92)

Existing Intersections:

Beville Rd./Williamson Blvd.
 Clyde Morris Blvd./Dunlawton Ave.
 Clyde Morris Blvd./Madeline Ave.
 Willow Run Blvd./Clyde Morris Blvd.
 Willow Run Blvd./Williamson Blvd.
 Taylor Branch Rd./Dunlawton Ave.
 Taylor Rd./Williamson Blvd.
 Taylor Rd./C.R. 415
 Williamson Blvd./Madeline Ave.

C.R. 415/Pioneer Tr.

Yorktowne Blvd./Dunlawton Ave.

Dunlawton Ave./Nova Rd.

Future (Proposed) Intersections:

U.S. 92/C.R. 415

Madeline Ave./LPGA Blvd.

Madeline Ave./C.R. 415

Yorktowne Blvd./Willow Run Blvd.

The report shall contain the following information:

- (a) Development status of the property indicating the location and intensity of development, and list of proposed developments currently under city review, for which a development order has not yet been issued;
 - (b) Summary of traffic impacts (AADT, peak hour trips, segment LOS, etc.) generated by all development projects within planned community No. 1 that received a certificate of occupancy during the previous year, as well as by projects that are expected to be completed in the coming year;
 - (c) Identification of potential external impacts on local, county and state roads outside PC-A; and
 - (d) Copies of the current and proposed capital improvements element of the city's comprehensive plan, capital improvements budget and five-year work programs of Port Orange, Volusia County, and FDOT.
- (4) The above-mentioned analysis shall be used for the planning and development of financial feasible capital improvements. This monitoring program shall be done on an annual basis and shall continue until PC-A is built out.
- (5) The city shall further notify Volusia County of future zoning changes to the macro CDP, pursuant to the interlocal planning agreement between the city and the county.

SECTION 2. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 3. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk and City Attorney, may be corrected.

SECTION 4. The provisions of this Ordinance shall become and be made a part of the Land Development Code of the City of Port Orange, and the Sections of this

Ordinance may be re-numbered or re-lettered to accomplish such intention. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

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

SECTION 6. This Ordinance shall take effect immediately upon adoption.

MAYOR SCOTT STILTNER

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the _____ day of _____

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

Reviewed and Approved: _____
Shannon K. Balmer, Senior Assistant City Attorney



STAFF REPORT

CASE NO. DCAM-25-0005

LDC Amendment/ Chapter 17, Section 29

REQUEST:	Amendments to Chapter 17, Section 29 of the Land Development Code (LDC) regarding the Planned Community-Agriculture (PC-A) zoning district.
APPLICANT:	Jessica Gow, Esq., Cobb Cole
STAFF CONTACT:	Tim Burman, Community Development Director (386) 506-5675
STAFF RECOMMENDATION:	Approval, subject to direction from the Planning Commission and City Council regarding the proposed reduction in minimum lot width to 40 feet from 50 feet in the Community District.
PLANNING COMMISSION:	Recommended Approval 5-0 (May 28, 2026)
CITY COUNCIL:	June 16, 2026

INTRODUCTION

The applicant, Jessica Gow, Esq., on behalf of property owner FL P70 LLC, requests an amendment to Chapter 17, Section 29 of the Land Development Code (LDC) for the Planned Community-Agriculture (PC-A) zoning district. The 1,201-acre PC-A zoning district was established by City Council in 2002 to support the development of a mixed-use community on the west side of Port Orange. The PC-A zoning district is generally located between Interstate 95 and Tomoka Farms Road, north of Taylor Road (see Figure 1).

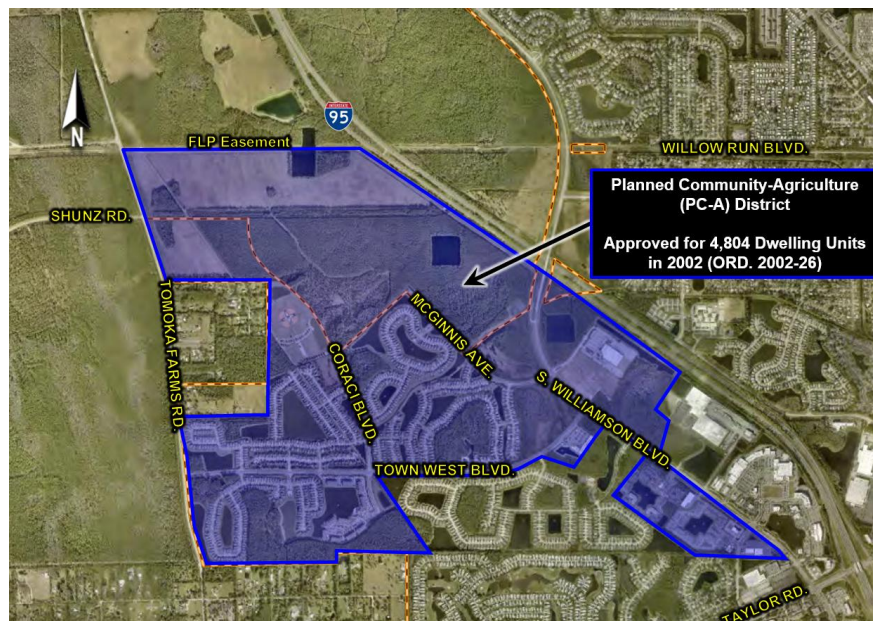


Figure 1 - Location Map of the PC-A zoning district area

The proposed amendments by the applicant are intended to update the PC-A zoning district regulations to support continued development of this mixed-use zoning district in response to existing market demand, by revising the location of where uses are allowed to be development within the PC-A while remaining consistent with the current Planned Community-Westside Future Land Use designation, along with minor clean-up revisions, and clarifications to Chapter 17, Section 29 of the LDC based on issues identified during the administration of the code and review of past development projects. These revisions are intended to improve consistency in the application of the code, provide clearer development standards, streamline the development review process, and support future development within the district.

BACKGROUND

The PC-A zoning district was adopted in 2002 to create a flexible framework for a large, master-planned mixed-use community on the west side of Interstate 95. The district covers about 1,201 acres and was designed to support a balanced mix of residential, commercial, industrial, and recreational uses within one integrated development area. The PC-A is currently divided into four districts:

- West Town Center District – A walkable, mixed-use core intended to serve as the main gathering and activity center for the community.
- Community District – A transitional area mainly for residential uses, with some supporting civic, recreational, and limited commercial uses.
- Neighborhood District – Residential neighborhoods with a range of housing types, along with small-scale neighborhood commercial and office uses.
- Workplace District – An employment-focused area intended for commercial and industrial development serving both local and regional markets.

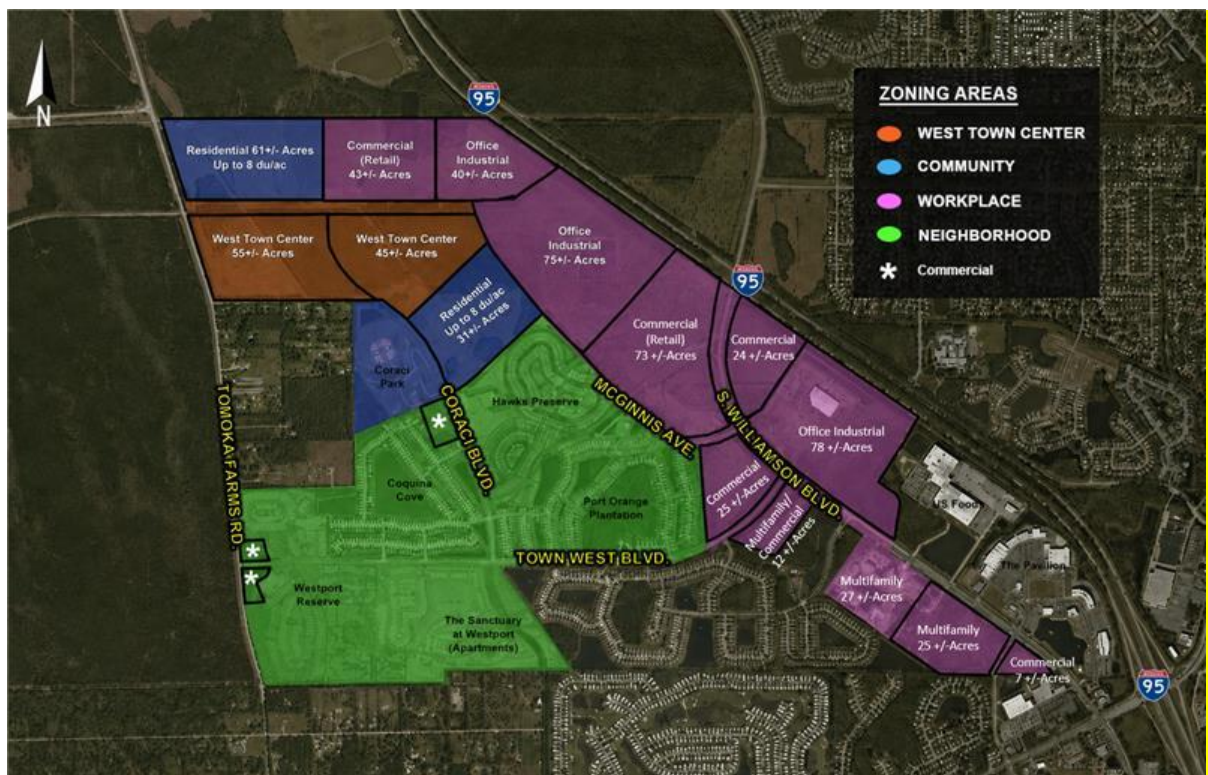


Figure 2 - Current Location of Districts within the PC-A Zoning District as adopted by City in 2002

The current development of the PC-A has mainly occurred in the Neighborhood District and southern portion of the Workplace District, which have generally developed more like traditional, single-use zoning areas rather than an integrated mixed-use pattern that was originally planned. Large portions of the Workplace, Community, and West Town Center districts currently remain undeveloped.

The PC-A zoning district is required to remain consistent with, the underlying Future Land Use (FLU) designation in the Comprehensive Plan for the 1,201-acre PC-A area known as Planned Community–Westside FLU designation. The Planned Community–Westside FLU designation was adopted in 2002 (previously referred to as Planned Community No. 1) along with the PC-A zoning district. The FLU designation establishes the overall development framework for the area, including the following limits and requirements:

- Maximum overall gross residential density of up to 4 dwelling units per acre (approximately 4,804 total units), with higher densities permitted in designated mixed-use areas provided the overall density cap of 4 dwelling units per acre is maintained.
- Required land use mix consisting of within the PC-A area shall be within the following range upon buildout:
 - Residential: 35% – 60%
 - Commercial: 10% – 25%
 - Industrial: 10% – 25%
 - Mixed-use town center: 10% – 25%
 - Conservation/recreation: minimum 10%
- Daily Trip cap of 62,600 average daily vehicle trips per day within the PC-A.
- Development pattern supporting a central town center, internal connectivity for vehicles and pedestrians, and a transition from higher-intensity uses near Interstate 95 to lower-intensity uses toward the outer areas of the site.

Any proposed changes to the PC-A zoning district must remain consistent with the underlying Future Land Use (FLU) designation. As part of this request, no changes are proposed to the FLU designation for this 1,201-acre property. During the development review process for any site within the PC-A, each proposal is evaluated and tracked to ensure compliance with the Planned Community–Westside FLU designation. This review includes analysis of land use, density or non-residential square footage, and daily traffic generation to confirm that proposed development does not exceed the established limits and requirements of the FLU designation.

Since 2002, development within the approximately 1,201-acre PC-A district has occurred primarily within the Neighborhood District and has been mostly residential in nature. To date, approximately 2,167 dwelling units (including both single-family and multifamily homes) have been built.

Early development activity from 2004 through 2008 consisted mainly of traditional single-family neighborhoods, including Port Orange Plantation and Coquina Cove. Beginning around 2013 and continuing through 2022, development gradually expanded to include a broader range of housing types, including multifamily projects such as Whitepalm Apartments, Springs Apartments, Sanctuary at Westport, and Town West Senior Apartments. During the same period, larger master-planned single-family communities such

as Westport Reserve and Hawks Preserve were also developed, resulting in a mix of residential options over time.

Non-residential development within the district, while more limited compared to residential uses, totals approximately 278,478 square feet. These uses are primarily made up of retail, medical, office, and storage facilities, including Halifax Health, Extra Space Storage, ByLight, and Shoppes at Summer Trees (Aldi). A large portion of the non-residential development consists of ByLight and Extra Space Storage. Overall, both residential and non-residential development have been built in accordance with the underlying land development regulations.

According to the applicant, regional development patterns in Volusia County, particularly in the Port Orange and Daytona Beach area, have changed significantly since the PC-A district was originally established in 2002. At that time, the district was intended to accommodate a broader mix of employment-based and industrial uses; however, many traditional manufacturing uses have since declined or transitioned toward logistics and distribution-based operations.

Modern industrial and commercial development is increasingly driven by e-commerce growth, same-day and next-day delivery demands, and direct access to interstate corridors. Over the past several years, the I-4 and I-95 interchange area in Daytona Beach have become the primary location for large-scale warehouse and distribution centers, e-commerce fulfillment facilities, and industrial parks due to their regional connectivity and transportation advantages. In contrast, the PC-A has become less competitive for these types of uses due to its relative lack of direct interstate access.

As a result, the applicant is proposing amendments to the PC-A to adjust the distribution of land uses within the PC-A in response to evolving market conditions, while maintaining the overall mixed-use framework. Specifically, the applicant is requesting to reallocate approximately +/- 241 acres from the Workplace District an employment-focused area intended for commercial and industrial development serving both local and regional markets to the Community District, a transitional area primarily intended for residential uses, with supporting civic, recreational, and limited commercial uses.

PROPOSED AMENDMENT

The proposed amendments to Chapter 17, Section 29 of the Land Development Code (LDC) include adjustments to the location and boundaries of certain districts within the PC-A, minor clean-up revisions, corrections to address issues identified during application of the code, and updates to improve and clarify existing regulations. The amendment is part of an ongoing effort to maintain and refine the code to support development of the remaining vacant land within the PC-A. The proposed amendment maintains all existing density, intensity (non-residential square-footage) limits for the PC-A and **does not increase** the total allowable residential or non-residential development beyond what was approved in 2002 with the adoption of the Planned Community–Westside FLU designation.

- Figures 17.1 and 17.2 are revised to update the PC-A conceptual development plan in the northern area where vacant land remains. The primary change includes the change of approximately 241 acres from Workplace District to Community District and 1 acre from the Workplace District to West Town Center District and increases the West Town Center District by 2 acres. There are no changes to the size of the Neighborhood District.

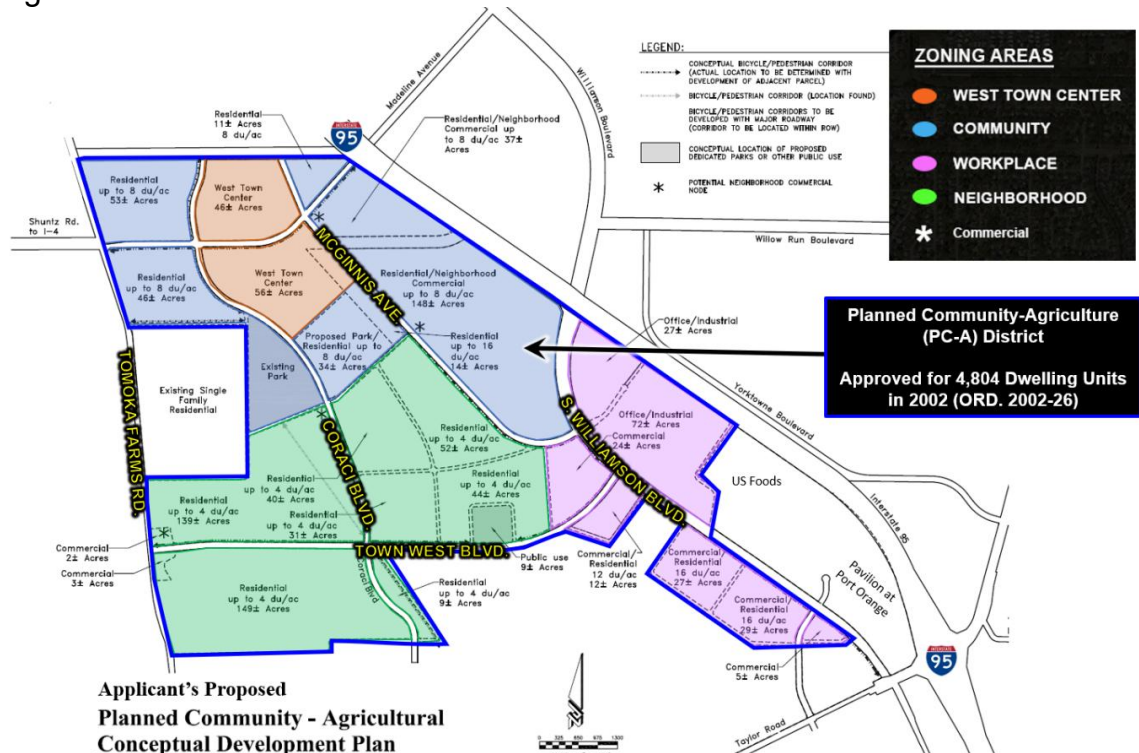


Figure 3 – Proposed Location of Districts within the PC-A Zoning District according to the applicant's LDC Text Amendment Application

- Within the West Town Center District, permitted uses are updated to align with the City's conventional Mixed-Use Center zoning provisions. Outdated and duplicate regulatory text (including standards already addressed in other chapters of the LDC such as signage, landscaping, and architecture) is removed. Requirements specific to the West Town Center District are consolidated into a single section, compared to the current code where requirements are located throughout the +25-page zoning document.
- Additional language is added to provide greater design flexibility to allow the West Town Center District to function as a true mixed-use environment and respond to changing market conditions, such as allowing administrative approval of alternative block lengths, sidewalk layouts, driveway setback modifications, and building orientation standards through site plan review when supported by adequate design, access, pedestrian connectivity, emergency access, and visual screening elements. This flexibility supports the integration of residential, commercial, and civic uses in a design while allowing variation in building placement, form, and intensity over time.
- Within the Community District, the maximum height standard is corrected to match the referenced zoning districts. "Building Coverage" is updated to "Impervious Coverage" for consistency and design flexibility.

- Within the Neighborhood District, outdated and duplicate regulatory language is removed. Correct references have been added to the appropriate chapters of the Land Development Code (LDC) where regulatory requirements are located for items such as signage, parking, landscaping, building design, etc.
- Within the Workplace District, outdated and duplicate regulatory language is removed. Correct references have been added to the appropriate chapters of the Land Development Code (LDC) where regulatory requirements are located for items such as signage, parking, landscaping, building design, etc. Restrictions on multi-family uses are updated by removing percentage limitations that are no longer applicable due to the reduced size of the Workplace District.
- Duplicate procedures for submittal, review, and approval of master development agreements and conceptual development plans are removed and replaced with a cross-reference to Chapter 17, Section 17 of the LDC, where these requirements are already established.
- Code requirements related to roadway design for roads not under City jurisdiction are removed because they are not enforceable.
- Outdated provisions related to recreation impacts, established prior to current recreation concurrency and impact fee standards, are removed.
- The ability to use land outside of a specific development project area, but within the PC-A, to meet the required subdivision open space requirement for any development located in the Community District, subject to an agreement with the City of Port Orange is added.

The applicant is also requesting to modify the minimum lot width requirement for a single-family lot Community District from 50 feet to 40 feet. No changes are proposed to the minimum lot area standard (5,000 square feet) or other dimensional requirements (open space and setbacks) in this district.

According to the applicant, the proposed amendment is intended to provide greater flexibility in residential lot design and allow for a wider range of housing types and site layouts in this district. The applicant further indicates that the request is consistent with the intent of the Community District as described in the LDC as a transitional residential area located between the West Town Center District and the surrounding Neighborhood and Workplace Districts to support residential development with strong street frontage interaction, pedestrian connectivity, and integrated circulation networks, including sidewalks, bikeways, alleyways, and on-street parking.

According to the applicant, a 50-foot by 100-foot lot typically results in reduced architectural variation. Standard residential designs on 50-foot-wide lots often rely on similar configurations with front-loaded garages occupying a significant portion of the front of the house. This can reduce opportunities for varied front designs and architectural diversity between homes.

A 40-foot by 125-foot lot provides additional depth that can improve flexibility in the layout compared to a 50-foot by 100-foot lot. The added depth allows for more usable rear yard space, greater flexibility in building placement, and can accommodate rear-loaded garages, resulting in a different development pattern and street-facing design along the frontage.

Because the overall minimum lot area remains unchanged, and the PC-A is subject to both a maximum residential dwelling unit cap and site-specific density limitations, the proposed change will not increase the overall residential density or development intensity within the district.

Recently, the Madeline Commons project, now known as Campbell Crossing, was approved to be built with 40-foot-wide lots. Homes have been constructed on these 40-foot lots, and the homes designed and permitted within this subdivision have been able to meet all applicable site design requirements of the Land Development Code (LDC), including setbacks for structures and mechanical equipment, impervious lot coverage, driveway, fences, drainage, parking, and landscaping.

If approved, the development limits approved with the Planned Community–Westside Future Land Use (FLU) designation in 2002 for the 1,201-acre area will remain in effect and will continue to be verified prior to approval of any future development within the PC-A.

- Maximum overall gross residential density of up to 4 dwelling units per acre (approximately 4,804 total units), with higher densities permitted in designated mixed-use areas provided the overall density cap of 4 dwelling units per acre is maintained. To date, approximately 2,167 dwelling units have been constructed. Based on the total residential entitlement of approximately 4,804 units, this represents approximately 45 percent of approved residential development, leaving approximately 2,637 units remaining.
- The required land use mix within the PC-A is to be within the following range upon buildout. To date, approximately 442 acres are developed for residential use, representing approximately 38 percent of the total PC-A. Therefore, +/- 268 acres remain available for residential development:

Residential: 35% – 60%
Commercial: 10% – 25%
Industrial: 10% – 25%
Mixed-use town center: 10% – 25%
Conservation/Recreation: minimum 10%

- Daily trip cap of 62,600 average daily vehicle trips within the PC-A. To date, approximately 50 percent of the 1,201-acre PC-A has been developed, and the district has generated approximately 20,950 average daily trips, representing roughly 33 percent of the approved 62,600 daily trip cap.
- A development pattern that supports a central town center, internal connectivity for vehicles and pedestrians, and a transition from higher-intensity uses near Interstate 95 to lower-intensity uses toward the outer areas of the site.

According to the applicant, the proposed amendment maintains the overall entitlements while organizing the allowed land uses to better reflect current market conditions and support a centralized town center development pattern.

RECOMMENDATION

Staff recommends approval of the amendments to Chapter 17, Section 29 of the Land Development Code (LDC), as the proposed changes **do not exceed** the overall development limits and requirements established in the City's Comprehensive Plan, subject to input from the Planning Commission and City Council regarding the proposed reduction in minimum lot width to 40 feet from 50 feet, and review by the City Attorney as to legal form and content.

ATTACHMENT

Exhibit 1 - Proposed LDC Amendments to Chapter 17, Section 29 (See Ordinance Exhibit)



Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City's website by the time notice of the proposed ordinance is

published.

Proposed ordinance's title/reference:

Ordinance No. 2026-8 – Amendments to Chapter 17, Section 29 of the Land Development Code (LDC) for the Planned Community-Agriculture (PC-A) zoning district. (Case No. DCAM-25-0005)

This Business Impact Estimate is provided in accordance with Section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is **not** required by state law¹ for the proposed ordinance, but the City is implementing the procedure required by statutory law to ensure that no inadvertent procedural issue could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
 - a. Development orders, and development permits, as those terms are defined in s. 163.3164; and development agreements as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243;
 - b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality;
 - c. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
 - d. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
 - e. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

¹ See Section 166.041(4)(c), Florida Statutes.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

The applicant, Jessica Gow, Esq., on behalf of property owner FL P70 LLC, requests an amendment to Chapter 17, Section 29 of the Land Development Code (LDC) for the Planned Community-Agriculture (PC-A) zoning district. The 1,201-acre PC-A zoning district was established by the City Council in 2002 to support the development of a mixed-use community on the west side of Port Orange. The PC-A zoning district is generally located between Interstate 95 and Tomoka Farms Road, south of the FPL Easement. The proposed amendments to Chapter 17, Section 29 of the Land Development Code (LDC) include:

- Figures 17.1 and 17.2 are revised to update the PC-A conceptual development plan in the northern area where vacant land remains. The primary change includes approximately +/- 241 acres shifting from the Workplace District to the Community District, 1
- Duplicate and outdated text has been removed
- Design standards and permitted uses have been cross-referenced to the appropriate Chapters of the LDC.
- Added design flexibility through site plan review for future development in the West Town Center District
- Allows development within the Community District to set aside open space areas outside a project's limit, subject to approval of a separate agreement by the City.
- Reduction in minimum lot width to 40 feet from 50 feet for Single-Family Lots in the Community District. No changes are proposed to the minimum lot area standard (5,000 square feet) or other dimensional requirements (open space and setbacks) in this district.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

- (a) An estimate of direct compliance costs that businesses may reasonably incur: N/A
- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible: N/A
- (c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs: N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: N/A

4. Additional information the governing body deems useful² (if any): N/A

² You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the local Chamber of Commerce, social media posting, direct mail or direct email, posting on City website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 7/21/2026

SUBJECT: (H16) First Reading - Ordinance No. 2026-11 - Fire Pension Update

DEPARTMENT: City Attorney

GOAL: 4 - Economic Development

RECOMMENDED MOTION: Move to approve Ordinance No. 2026-11.

SUMMARY: In 2024, the City Council adopted Ordinance No. 2024-22, implementing a negotiated pension enhancement for members of the Fire Pension. The enhancement added up to 300 hours of overtime (OT) each year towards each firefighter's pensionable compensation. Shortly thereafter, questions arose regarding whether the 300 hours of pensionable OT includes the built-in OT that each firefighter earns as part of the traditional 2,912 hour (24-on / 24-off) shift work – approximately 250 hours each year. IAFF representatives believed that the negotiated enhancement was for an additional 300 hour of OT beyond the mandatory OT worked as part of normal shift work. City staff concurs with that interpretation. Therefore, a clarifying ordinance is needed to accurately describe what the parties believe was the original intent of the pension enhancement.

PRESENTER: Matthew Jones

ATTACHMENTS:

1.	Ord. No. 2026-11 - Fire Pension Am. 300 OT Cleanup 7.6.26	Ord. No. 2026-11 - Fire Pension Am. 300 OT Cleanup 7.6.26.docx
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Robin Fenwick
Matthew Jones
Joe Wulfing
Sue Wang
Matthew Jones
Wayne Clark

Created/Initiated - 06/04/2026
Approved - 07/06/2026
Approved - 07/06/2026
Approved - 07/06/2026
Approved - 07/15/2026
Final Approval - 07/15/2026

ORDINANCE NO. 2026-11

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 54, ARTICLE IV, FIRE AND RESCUE PENSION FUND, AMENDING SECTION 54-77, DEFINITIONS, AMENDING THE DEFINITION OF SALARY TO INCLUDE CERTAIN OVERTIME HOURS; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port Orange, Florida has entered into a collective bargaining agreement with the International Association of Firefighters (IAFF) for the period October 1, 2024 through September 30, 2026; and

WHEREAS, the collective bargaining agreement for IAFF contain changes to retirement benefits under the City of Port Orange Fire and Rescue Pension Fund; and

WHEREAS, in order to implement the changes to the Fire and Rescue Pension Fund contained in the collective bargaining agreements, the City adopted Ordinance No. 2024-22; and

WHEREAS, the recent changes to the Fire and Rescue Pension Fund require further amendment for clarification related to the inclusion of certain overtime payments within the definition of the term “salary.”

WHEREAS, the City has obtained an actuarial impact statement concerning the retirement plan changes in accordance with Article X, Section 14 of the Florida Constitution and Section 112.63, Florida Statutes; and

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

SECTION 1: Section 54-77, Definitions, of the Port Orange Fire and Rescue

Pension Fund is hereby amended as follows:

Sec. 54-77. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings indicated to them in this section, except where the context clearly indicates a different meaning:

* * *

Salary means the member's fixed compensation (base pay) for services rendered to the city as a firefighter, plus all tax-deferred, tax-sheltered and tax-exempt items of income derived from elective employee payroll deductions or salary reductions. Base pay excludes overtime, education pay, specialty and incentive pay, lump sum payments of annual leave, sick leave, and compensation leave, and all other nonregular compensation. Notwithstanding the preceding sentence, effective July 1, 2021, salary shall include specialty and incentive pay. Notwithstanding anything herein to the contrary, for service earned on or after November 6, 2024, salary shall include overtime payments up to 300 hours per year, in addition to overtime payments made in accordance with the Fair Labor Standards Act for those hours worked as part of a standard 2,912-hour firefighter work schedule. Compensation in excess of the limitations set forth in section 401(a)(17) of the Code, as of the first day of the plan year shall be disregarded for any purpose, including employee contributions or any benefit calculations. The annual compensation of each member taken into account in determining benefits or employee contributions for any plan year may not exceed the dollar limit imposed under IRC Section 401(a)(17) or use more than this amount in applying certain nondiscrimination rules. Compensation means compensation during the fiscal year. The cost-of-living adjustment in effect for a calendar year applies to annual compensation for the determination period that begins with or within such calendar year. If the determination period consists of fewer than 12 months, the annual compensation limit is an amount equal to the otherwise applicable annual compensation limit multiplied by a fraction, the numerator of which is the number of months in the short determination period, and the denominator of which is 12. If the compensation for any prior determination period is taken into account in determining a member's contributions or benefits for the current plan year, the compensation for such prior determination period is subject to the applicable annual compensation limit in effect for that prior period. The limitation on compensation for an eligible employee shall not be less than the amount which was allowed to be taken into account in effect on July 1, 1993. Eligible employee means an individual who was a member before the first plan year beginning after December 31, 1995.

* * *

SECTION 2. Specific authority is hereby granted to codify and incorporate this ordinance in the existing Code of Ordinances of the City of Port Orange.

SECTION 3. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 4. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provision or applications of this ordinance which can be given effect without the invalid provision or application, and to this and the provisions of this ordinance are declared severable.

SECTION 5. This ordinance amendment shall take effect upon adoption.

MAYOR SCOTT STILTNER

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the ____ day of _____, 2026.

Passed and adopted on second and final reading on the ____ day of _____, 2026.

Reviewed and Approved:

Matthew J. Jones, City Attorney



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 7/21/2026

SUBJECT: (H17) FY 2026 - 2027 Budget Discussion

DEPARTMENT: Finance

GOAL: 5 - Fiscal Sustainability

RECOMMENDED MOTION: Discussion item only.

SUMMARY: Staff will provide an overview of Fiscal Year 2026–2027 operating funds, capital outlay, and capital improvement programs.

PRESENTER: Sue Wang

ATTACHMENTS:

Monica Marschik-Melendez
Sue Wang
Wayne Clark

Created/Initiated - 07/06/2026
Approved - 07/14/2026
Final Approval - 07/16/2026



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 7/21/2026

SUBJECT: (H18) Set Maximum Operating Millage Rate for Fiscal Year 2026-27

DEPARTMENT: Finance

GOAL: 5 - Fiscal Sustainability

RECOMMENDED MOTION: Move to approve the maximum operating millage rate for FY 2026-27.

SUMMARY: This is a request for the City Council to establish the tentative maximum fiscal year FY 2026-27 millage rate and schedule the public hearings for the FY 2026-27 Proposed Budget. The maximum millage and budget hearing dates are required public notifications under the Florida Truth in Millage (TRIM) statutes.

The Property Appraiser will use the maximum millage rate voted on during this meeting in the Notice of Proposed Property Taxes and mail it to all property owners in August.

The City Council may reduce the tentative millage rate below the maximum millage rate. However, the City Council cannot increase the tentative millage rate above the maximum millage rate without another public notification to all City property owners. For practical purposes, the rate approved at this meeting will establish the maximum property tax millage rate for the next fiscal year.

The current year's operating millage rate is 4.9750 per \$1,000 assessed taxable value; the current year's total taxable value for operating purposes is \$6,067,715,038 as certified by the Volusia County Property Appraiser. The current year's rolled-back millage rate is 4.8576 per \$1,000 assessed value. If the tentative max millage rate of 5.1500 per \$1,000 were assessed, this would be an increase of 6.02% above the rolled back millage rate.

Per Florida Statute Section 200.065, the City Council must hold two public hearings as part of the Truth in Millage (TRIM) process. Staff recommends the public hearing dates and times to be held in the City Council Chambers at City Hall, 1000 City Center Circle, Port Orange, Florida, as follows:

1. Tentative Hearing - Wednesday, September 16, at 5:30 p.m.
2. Final Hearing - Monday, September 28, at 5:30 p.m.

PRESENTER: Sue Wang

ATTACHMENTS:

Monica Marschik-Melendez
Sue Wang
Wayne Clark

Created/Initiated - 07/06/2026
Approved - 07/14/2026
Final Approval - 07/16/2026
