



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

NOVEMBER 13, 2018

AGENDA

ALL CITIZENS DESIRING TO ADDRESS THE PORT ORANGE CITY COUNCIL DURING CITIZEN PARTICIPATION SHOULD COMPLETE A SPECIAL APPLICATION FORM WHICH IS LOCATED ON THE STANDS OUTSIDE THE COUNCIL CHAMBERS. AFTER COMPLETING THE FORM, PRESENT IT TO THE CITY CLERK.

A. OPENING

1. Invocation by Pastor Ken Sharp of High Point Pentecostal Church
2. Pledge of Allegiance
3. Roll Call

B. CONSENT AGENDA

4. Public Comments on Consent Agenda Items Only
5. Agenda Approval
6. Approval of Minutes
 - a. November 7, 2018 - Regular City Council Meeting
7. Bid Awards and Contract Items
 - a. Approval of Extension and Amendment of the October 1, 2013 Mead Hunt contract for inspection services
 - b. Award of ITB #18-33 for the purchase of a new or demo unit Type 1 Ambulance from Ten 8
8. Resolution No 18-52 - Adoption of Revised Volusia County Integrated Floodplain Management Plan
9. Approval of FY18 Write-offs of Miscellaneous Receivables (MR) from the Code Enforcement Lien Reduction Program

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

D. COUNCIL COMMENTS

10. Comments/Concerns from Council Members

E. BOARD APPOINTMENTS, INTERVIEWS, REPORTS

11. Parks & Recreation Advisory Board Report

F. PUBLIC HEARING

12. First Reading - Ordinance No. 2018-30 - Small-Scale Future Land Use Amendment/1389 Reed Canal Road

13. First Reading - Ordinance No. 2018-31 - PUD Rezoning and New Port Master Development Agreement and Conceptual Development Plan (Case No. 18-65000002)

14. First Reading – Ordinance No. 2018-32 - Amending Chapter 10 of the Code of Ordinances pertaining to Urban Chickens

G. REGULAR AGENDA

15. Resolution No. 18-53 - Budget Appropriation - FY18 Budget Execution Review - Final Year End True-Up

16. Resolution No. 18-54 - Budget Appropriation - FY19 Carryover of Open Encumbrances and Project Budgets

17. Resolution No. 18-55 - Budget Appropriation - FY19 Additional Carryover

H. COMMENTS

18. City Attorney Comments

19. City Manager Comments

I. COUNCIL COMMITTEE REPORTS

20. City Council Committee Reports

a. ArtHaus

b. First Step

c. Port Orange/South Daytona Chamber of Commerce

d. Roundtable of Elected Officials

J. ADJOURNMENT

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

NOTE: IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS AN ACCOMMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT THE CITY CLERK FOR THE CITY OF PORT ORANGE, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129, TELEPHONE NUMBER 386-506-5563, 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 DATE. IF YOU ARE HEARING OR VOICE IMPAIRED, CONTACT THE RELAY OPERATOR AT 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
NOVEMBER 7, 2018

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

Invocation - Pastor Tom Nelson of First United Methodist Church

Pledge of Allegiance

Roll Call	Present:	Councilman Bob Ford Councilman Chase Tramont Councilman Drew Bastian Vice Mayor Scott Stiltner Mayor Donald Burnette
	Also Present:	City Manager Jake Johansson City Attorney Margaret Roberts City Clerk Robin Fenwick

CONSENT AGENDA

4. Public Comments on Consent Agenda Items Only

Robert Reinhagen, citizen, spoke regarding his concerns on the contract with Universal Towing. He asked Council to add restrictions regarding the towing fees and storage fees. He suggested the City have an impound lot.

5. Agenda Approval

Mayor Burnette would like to discuss Item 7(a) further.

Motion to pull Item 7(a) for further discussion and approve the remaining Consent Agenda items was made by Vice Mayor Scott Stiltner and Seconded by Councilman Drew Bastian. Motion carried unanimously by roll call vote.

6. Approval of Minutes

- a. October 16, 2018 - Regular City Council Meeting
- b. October 23, 2018 - City Council Special Meeting/Workshop Minutes

7. Bid Awards and Contract Items

- a. Waiver of formal bidding and Approval to extend Contract with Universal Towing

Regular City Council Meeting

November 7, 2018

Page 2 of 5

8. Resolution No. 18-47 - Approval of Grant Agreement for \$327,971 for 2018-2019 U.S. Housing and Urban Development Community Development Block Grant

9. Resolution No. 18-51 - Budget Appropriations (FY19)

10. City Attorney's Report for Potential Special Legal Counsel during FY2019

11. 128 Royal Palm-Request a Repayment Agreement with Lien on Manufactured Home

12. Approval of Memorandum of Understanding (MOU) with the National Association of Government Employees (NAGE)

Item 7(a) - Waiver of formal bidding and Approval to extend Contract with Universal Towing

Mayor Burnette asked if Staff has done billing audits. He'd like to talk more about that after this extension expires.

Motion to approve was made by Councilman Drew Bastian and Seconded by Councilman Bob Ford. Motion carried unanimously by voice vote.

CITIZEN PARTICIPATION (Agenda)

13. Request to Reduce Lien at 434 Leslie Dr.

Kim McNew, citizen, requested that her item be pulled from this agenda. She will coordinate with the City Clerk for a future date.

Motion to continue was made by Councilman Drew Bastian and Seconded by Vice Mayor Scott Stiltner.

Robin Fenwick, City Clerk, advised there is no set date for this item to come back and a motion is not necessary as it is a citizen request.

Motion withdrawn by Councilman Drew Bastian.

14. Fee Waiver request Riverwalk Park Event

Sean Tomarelli, Founder and CEO of Youth Athletic Charity, asked for a fee waiver for his event that will be used to fund Youth Football Training in Port Orange.

Councilman Tramont expressed his concerns with waiving fees as he is trying to keep the millage rate down.

Councilman Drew Bastian believes Council should follow the matrix they recently approved.

Motion to approve the fee waiver as presented was made by Councilman Drew Bastian and Seconded by Vice Mayor Scott Stiltner. Motion carried unanimously by roll call vote.

CITIZEN PARTICIPATION (Non-Agenda – 15 minutes)

There were none.

COUNCIL COMMENTS

15. Comments/Concerns from Council Members

Councilman Drew Bastian thanked Staff and participants for Port Orange University. Vice Mayor Scott Stiltner agreed.

Councilman Bob Ford advised Staff is working with the vendor on the plantings on US1/Ridgewood Avenue. He also discussed the public trails coming on Halifax Drive that will go south to New Smyrna Beach and connect throughout the State of Florida.

Councilman Chase Tramont asked for a cost analysis of changing the baseball fields to clay. Jake Johansson, City Manager, asked if he's interested in clay or fixing any possible drainage issues. Councilman Chase Tramont said clay will absorb the water and make the fields safer and playable.

Mayor Donald Burnette gave kudos to Parks and Recreation for their work on the Halloween Trunk or Treat event. He also thanked Halifax Health for their offer to provide shade canopies at Riverwalk Park.

SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

16. Report from KemperSports on the Cypress Head Golf

Bob Duquette, General Manager, provided details regarding the September 2018 performance of the golf course.

17. Environmental Advisory Board Report

John Macaluso, Chairman, provided an update on the issues the Board has discussed recently.

18. Second Reading - Ordinance No. 2018-27 - Shopping Carts (Continued from October 16, 2018)

Motion to continue until December 4, 2018 at Staff's request was made by Councilman Bob Ford and Seconded by Councilman Drew Bastian. Motion carried unanimously by voice vote.

REGULAR AGENDA

19. Approval to negotiate with top ranked vendor for ERP

Alan Rosen, Assistant City Manager, provided details of the selection process and asked Council to authorize Staff to negotiate with the top ranked vendor, Collaborative Solutions and Workday.

Motion to approve as presented was made by Councilman Drew Bastian and Seconded by Councilman Bob Ford. Motion carried unanimously by roll call vote.

COMMENTS

20. City Attorney Comments

There were none.

21. City Manager Comments

Mr. Johansson asked Tim Burman, Community Development Director, to provide an update regarding the 7-11 lights. Mr. Burman advised the company added light guards and changed the wattage to address the lighting issue.

COUNCIL COMMITTEE REPORTS

22. City Council Committee Reports

- a. River to Sea TPO - Councilman Drew Bastian was unable to attend.
- b. General Employees' Pension Plan - Vice Mayor Scott Stiltner had nothing to report.

ADJOURNMENT – 7:23 p.m.

Attest:

Mayor Donald O. Burnette

Robin Fenwick, CMC
City Clerk



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 11/13/2018

Consent item: Yes

SUBJECT: (B7a) Approval of Extension and Amendment of the October 1, 2013 Mead Hunt contract for inspection services

DEPARTMENT: Community Development

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve Mead Hunt contract revisions subject to execution of the final contract documents as follows: (1) ITB#12-36 one year extension and amendments for inspection services.

SUMMARY: The City contracts with Mead Hunt for three specific services. All services have been formally competitively bid. The three types include (1) the Building Division and City project inspection services, (2) the City project site development engineering services and (3) the public utility system design and project contract administration services.

The City has a continuing services contract with Mead Hunt for inspection services pursuant to RFSQ #12-36. This one-year extension and amendments to the contract, provide for the rate increase that will apply beginning October 1, 2018 upon council approval. The initial five-year term ended on September 30, 2018. The first one (1) year extension ends on September 30, 2019. One additional renewal remains on the contract and can be used to conduct the formal bidding process.

The City has previously approved the Public Utility ITB#16-32 for professional engineering services; and the City-wide ITB#14-23 professional engineering services for site and project development. The council and the manager, as authorized, will have the opportunity to consider the amendments and extensions for these contracts when rate quotes have been accepted by the multiple user departments.

Pursuant to the contract the vendor is requesting to increase their hourly rates on October 1, 2018. The increased rates are attached. Community Development has researched other companies and found the new rates to be competitive for the inspection services and the site development work.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Mead Hunt Dev Inspection Site Plan Review - 9.20.18	Mead Hunt Dev Inspection Site Plan Review - 9.20.18.pdf
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Margaret Tomlinson	Created/Initiated - 09/27/2018
Tim Burman	Approved - 10/25/2018
Tracey Riehm	Approved - 10/29/2018
Margaret Roberts	Approved - 11/02/2018
Lynn Stevens	Approved - 11/05/2018
Jake Johansson	Approved - 11/05/2018
Robin Fenwick	Final Approval - 11/07/2018



4401 Eastport Parkway
Port Orange, FL 32127
386-761-6810
meadhunt.com

September 19, 2018

Margaret Tomlinson
Construction and Engineering Manager
City of Port Orange
1000 City Center
Port Orange, FL 32129

Email: mtomlinson@port-orange.org

**RE: DEVELOPMENT INSPECTION AND SITE PLAN REVIEW
SCOPE OF SERVICES AND FEE ESTIMATE**

Dear Margaret,

In accordance with your request, we are pleased to offer the enclosed scope of services for the above referenced work effort. The Scope of Services is labeled as Exhibit 'A' so to be included with a City-prepared Task Authorization. Also enclosed is our current billing rate table which represents a proposed rate increase to the contract as allowed per the original rate table footnote.

We appreciate this opportunity to continue our service to the City. If you have any questions or require further assistance, please do not hesitate to call.

Respectfully,

A blue ink signature of David A. King, P.E.

David A. King, P.E.
Vice President/Business Unit Leader

A blue ink signature of Brad T. Blais, P.E.

Brad T. Blais, P.E.
Vice President/Market Leader

DAK/BTB:bf

Enclosures: Exhibit 'A' Scope of Services
Proposed Rate Schedule

cc: Margaret Roberts, Sandy Largent – City of Port Orange

EXHIBIT 'A'
SCOPE OF SERVICES
DEVELOPMENT INSPECTION & SITE PLAN REVIEW
MEAD & HUNT PROJECT NO. 1000715-171349.01

General: This Scope of Services is in conformance with the Master Contract RFQ 16-32, Civil Engineering, Traffic Engineering and Transportation Planning, Landscape Architectural, Environmental and Planning Services between the City of Port Orange (CITY) and Mead & Hunt, Inc. dated December 27, 2016. This is subject to all conditions listed within the Agreement.

SCOPE OF SERVICES

The scope of services for this contract is to provide Development Inspection and Site Plan Review services, including but not limited to the following:

DEVELOPMENT INSPECTION

A. Site Work

On an as-needed basis, provide inspector(s). Working under the direction of the Director of Community Development or designee, inspectors shall monitor the installation of improvements in subdivisions and site developments to ensure compliance with all applicable codes, standards, (including potable water, reclaimed water, sanitary sewer, roadways, parking lots, drainage systems, landscape and irrigation) and safety regulations.

B. Buildings

Provide building, mechanical, electrical and plumbing inspection and related plans examination services on an as-needed basis.

Inspectors are expected to provide daily inspections with written logs for each assigned project, attend pre-construction meetings, final inspections, and attend quarterly progress meetings with CITY staff. Inspectors are required to interact with contractors, engineers, Community Development, Public Utilities and Public Works personnel to ensure that scheduling of development connections to CITY services (water, sewer, storm water, reclaim) are scheduled in a timely manner. Inspectors will be responsible for relaying information involving minor field changes to the Community Development Director or designee, Building Official, Public Utility Engineer and the Design Engineer for the assigned project. Inspectors are expected to have knowledge, experience and/or training in construction means, methods, materials and safety regulations. At a minimum each inspector shall hold one or more current certifications: National Utility Contractors Association, Excavation Safety and Competent Person Training Program, OSHA certified Confined Space Entry, FDOT, and Work Zone Traffic Control courses.

SITE PLAN REVIEW

Review development construction plans to verify conformance with CITY Land Development Regulations (LDRs) and standard details, along with standard engineering practices and other applicable jurisdictional agency requirements. Work deliverables shall include written/electronic correspondence of review comments. Additional services may include attendance to pre-application meetings, design review meetings, Planning and Zoning/Council meetings or other meetings.

COMPENSATION

Total compensation for all services, materials, supplies and any other items or requirements necessary to complete the work described herein shall NOT EXCEED \$15,000. Invoicing will be based on a time and expense basis at the current contract hourly rates. Minimum daily charges for site work and building inspections shall be four (4) hours.

“PURSUANT TO FLORIDA STATUTE SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF MEAD & HUNT INC., MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.”

IF THE CONTRACTOR (MEAD & HUNT, INC.) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S (MEAD & HUNT, INC.'s) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT (PROPOSAL), CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY HALL, CITY OF PORT ORANGE, 1000 CITY CENTER CIRCLE, PORT ORANGE, FL 32129, City Clerk, Robin Fenwick, (386) 506-5566, rfenwick@port-orange.org.

MEAD & HUNT, Inc.
Billing Rate Schedule
Effective January 1, 2018

Standard Billing Rates

Clerical, <i>Construction Project Representative/Inspector, SUE Technician</i>	\$68.00 / hour
Technician I, Technical Writer, Administrative Assistant, <i>CAD/GIS Technician, Grant Funding Specialist, Building Inspector</i>	\$83.00 / hour
Technician II, <i>Production Manager, Construction Services Manager, Chief Building Official</i>	\$102.00 / hour
Technician III	\$116.00 / hour
Technician IV	\$131.00 / hour
Senior Technician	\$142.00 / hour
Engineer I, Scientist I, Architect I, Interior Designer I, Planner I, <i>Engineer Intern</i>	\$112.00 / hour
Engineer II, Scientist II, Architect II, Interior Designer II, Planner II	\$129.00 / hour
Engineer III	\$139.00 / hour
Senior Engineer, Senior Scientist, Senior Architect, Senior Interior Designer, Senior Economist, <i>Professional Engineer</i>	\$146.00 / hour
Project Engineer, Project Scientist, Project Architect, Project Interior Designer, Project Planner	\$155.00 / hour
Senior Project Engineer, Senior Project Scientist, Senior Project Architect, Senior Project Interior Designer, Senior Project Planner, <i>Project Manager</i>	\$167.00 / hour
Senior Associate, Principal	\$183.00 / hour

Equipment Rates

SUE Vacuum Excavator	\$660.00 per day
SUE Ground Penetrating Radar	\$165.00 per day
SUE Truck	\$330.00 per day

Expenses

Out-of-Pocket Direct Job Expenses such as reproductions, sub-consultants/contractors, etc.	Actual Cost
--	-------------

Travel Expense

Company or Personal Car Mileage	IRS rate / mile
Air and Surface Transportation	Actual Cost
Lodging and Sustenance	Actual Cost

Invoicing is on a monthly basis for work performed. Payment for services is due within 30 days from the date of the invoice. An interest charge of 1.5% per month is made on the unpaid balance starting 30 days after the date of invoice.

Italicized positions relate to previous Quentin L. Hampton position titles.

This schedule of billing rates is effective January 1, 2018 and will remain in effect until December 31, 2018, subject to the terms and conditions in the Agreement. This schedule is subject to annual adjustments.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 11/13/2018

Consent item: Yes

SUBJECT: (B7b) Award of ITB #18-33 for the purchase of a new or demo unit Type 1 Ambulance from Ten 8

DEPARTMENT: Fire/Rescue Services

GOAL:

RECOMMENDED MOTION: Move to approve contract award with Ten-8 in the amount of \$181,462 for ITB # and Alternate #2 and \$, subject to execution of the final contract documents and to authorize the Mayor and City Clerk to execute all contract documents.

SUMMARY: On October 22, 2018, 3 bids were opened and Ten-8 was deemed the lowest and most responsive bid. Scope Includes purchase of a new or demo Type I Ambulance for transport of ALS patients within the City of Port Orange to local hospitals with power Stryker cot and Styker power load retention system. Total cost of project is \$181,462.04. Funding is available in FIR018.

After reviewing the bids which included four alternative options for our ambulance/transport project, we respectfully request councils approval on Ten-8's base bid for the ambulance plus bid alternate #2 (power cot) and bid alternate #4. (power loading system).

The estimated cost of the Power Cot and Power Loading system is \$34,000. The city is pursuing an FDOH matching grant for this item that will be due January 7th. The matching grant, if awarded, would cover 75% of the cost with the city providing the additional 25% thus lowering the final cost of the ambulance by as much as \$25K.

Project No.: FIR018
FIR018

Funding Account No.: 505-1000-519.64-00
001-3100-522.64-00

ATTACHMENTS:

1.	ITB 18-33 Tabulation Sheet (10-22-18)	ITB 18-33 Tabulation Sheet (10-22-18).pdf
2.	ITB 18-33 Ten -8 Reponse (10-22-18)	ITB 18-33 Ten -8 Reponse (10-22-18).pdf

Krista Williams
Ken Fustin
Tracey Riehm

Created/Initiated - 10/22/2018
Approved - 10/23/2018
Approved - 10/26/2018

Margaret Roberts
Jake Johansson
Robin Fenwick

Approved - 11/02/2018
Approved - 11/05/2018
Final Approval - 11/07/2018



**CITY OF PORT ORANGE, FLORIDA
ITB TABULATION SHEET**

ALL BIDS ACCEPTED BY THE CITY OF PORT ORANGE ARE SUBJECT TO THE CITY'S TERMS AND CONDITIONS. ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE BIDDERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. BIDS FROM THE BIDDERS LISTED HEREIN ARE THE ONLY BIDS RECEIVED TIMELY AS OF THE OPENING DATE AND TIME. ALL OTHER BIDS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE. ALL BIDS ARE SUBJECT TO REVIEW BY THE CITY AND AWARD REQUIRES A FORMAL CONTRACT AND APPROVAL BY CITY COUNCIL.

ITB NUMBER: ITB #18-33
ITB TITLE: TYPE 1 RESCUE AMBULANCE PURCHASE
OPENING DATE/TIME: October 22, 2018 at 2:30 P.M.

		Response 1	Response 2	Response 3	Response 4
Submittal Required Forms		South Florida Emergency Vehicles	Ten -8 Fire Equipment Inc.	Emergency Tactical Rescue Vehicles	
1	Form 7.1 Submittal Checklist	YES	YES	YES	
2	Form 7.2 – Vendor’s Acknowledgement	YES	YES	YES	
3	Form 7.3 – Addendum and Change Order Procedure	YES	YES	YES	
4	Form 7.4 – Drug Free/Tie Preference Statement	YES	YES	YES	
5	Form 7.5 – Public Entity Crimes Statement	YES	YES	YES	
6	Form 7.6 – Affidavit of Anti-Collusion	YES	YES	YES	
7	Form 7.7– Local Business Affidavit of Eligibility	YES	YES	YES	
8	Attachment 1 –Bid Proposal	YES	YES	YES	
9	Vehicle Maintenance Records	YES	YES	YES	
10	1 Original & 1 Electronic Copy	YES	YES	YES	
11	Deemed Responsive?	YES	YES	YES	
12	TOTAL BASE BID	\$ 207,078.00	\$ 147,554.00	\$ 148,176.00	\$ -
Alternate 1	Manual Stryker cot with the following options; IV pole, O2 bottle holder, XPS sides and steering locks as available with the model.	\$ 10,200.00	\$ 10,957.50	\$ 11,506.00	\$ -
Alternate 2	A powered Stryker cot with the following options; IV pole, O2 bottle holder, XPS sides and steering locks as available with the model.	\$ 18,500.00	\$ 14,081.24	\$ 14,786.00	\$ -
Alternate 3	Stryker Performance Load retention system.	\$ 6,500.00	\$ 4,937.10	\$ 5,605.00	\$ -
Alterante 4	Stryker Power load retention system.	\$ 24,200.00	\$ 19,826.80	\$ 21,448.00	
	WARRANTY	See Attachment	See Attachment	See Attachment	

Opened and tabulated by: David Battaglia, Purchasing Agent
 Witnessed by: Joe Castro, Buyer

Original

CITY OF PORT ORANGE, FLORIDA

INVITATION TO BID

**TYPE 1 RESCUE AMBULANCE PURCHASE
ITB #18-33**



City of Port Orange Purchasing Division

Prepared by: David Battaglia, Purchasing Agent
Release Date: September 24, 2018

Bid Due Date and Time: October 22, 2018 at 2:30 P.M.

City of Port Orange, Florida
1000 City Center Circle
Port Orange, FL 32129
(386) 506-5718
purchdiv@port-orange.org
www.port-orange.org



Legal Notice to Proposers

ITB #18-33 TYPE 1 RESCUE AMBULANCE PURCHASE

Notice is hereby given that the City of Port Orange is soliciting bids for the TYPE 1 RESCUE AMBULANCE PURCHASE. Bids will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until 2:30 P.M. on October 22, 2018 which may be amended by addendum issued by the City. All untimely Bids will not be considered and will be returned to the Bidder unopened. All Bids will be evaluated to ensure they contain all required forms in order to deem the Bidder responsive or non-responsive. Bids will be opened and read aloud at 2:30 P.M. in Council Chambers.

DESCRIPTION: *The city of Port Orange is soliciting competitive sealed bids for the purchase of a 2016 or newer, or like new, Rescue/Ambulance. Certified to KKK-A-1822F standards.*

All Bids are solicited and shall be made pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-256, and all Bids will be evaluated in accordance with the provisions thereof. Code of Ordinances, City of Port Orange is on file in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida 32129, and at www.municode.com. Local vendors may be given a local preference pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-275.

Copies of the Bid documents, requirements, scope of service and all other pertinent information necessary to submit a complete package may be obtained electronically from Onvia (DemandStar) via their website at www.demandstar.com. All questions shall be directed in writing to the Purchasing Agent, David Battaglia dbattaglia@port-orange.org



Legal Notice to Proposers

ITB #18-33 TYPE 1 RESCUE AMBULANCE PURCHASE

Notice is hereby given that the City of Port Orange is soliciting bids for the **TYPE 1 RESCUE AMBULANCE PURCHASE**. Bids will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until **2:30 P.M. on October 22, 2018** which may be amended by addendum issued by the City. All untimely Bids will not be considered and will be returned to the Bidder unopened. All Bids will be evaluated to ensure they contain all required forms in order to deem the Bidder responsive or non-responsive. Bids will be opened and read aloud at 2:30 P.M. in Council Chambers.

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Copies of the Bid documents, requirements, scope of service and all other pertinent information necessary to submit a complete package may be obtained electronically from Onvia (DemandStar) via their website at www.demandstar.com. All questions shall be directed in writing to the Purchasing Agent, David Battaglia dbattaglia@port-orange.org

and reference "Questions on ITB #18-33 TYPE 1 RESCUE AMBULANCE PURCHASE" in the subject line. Last day for questions will be **October 8, 2018 at 5:00 P.M.**

All Bidders are required to complete and submit a Public Entity Crime Statement, the Anti-Collusion Statement, and Drug-Free Tie Proposal Preference Statement, as well as other documents as required by the solicitation.

NO bid shall be withdrawn for a period of ninety (90) days subsequent to the bid opening without the consent of the City of Port Orange, Florida.

No Bids received after the time and date specified for the opening will be considered. The City of Port Orange, Florida reserves the right to reject any and all Bids, to waive any and all non-substantial irregularity in Bids received, whenever such waiver or rejection is in the best interest of the City.

Bids shall be submitted in the City Clerk's office with one (1) original and one (1) identical digital (CD or flash drive) version in pdf format, addressed to David Battaglia, Purchasing Agent, Finance Department, City Hall, 1000 City Center Circle, Port Orange, Florida 32129 in a **SEALED ENVELOPE/PACKAGE** plainly marked on the outside: **ITB #18-33 TYPE 1 RESCUE AMBULANCE PURCHASE**.

David Battaglia Purchasing Agent

Legal Ad - One Time - September 24, 2018

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SECTION 1 – PURPOSE AND OVERVIEW

The purpose for this Invitation to Bid (ITB) is to solicit competitive sealed bids from Firms or Companies (Vendors) for the provision of purchasing a 2016 or newer, or like new, Rescue/Ambulance. Certified to KKK-A-1822F standards.

It is the intent and purpose of the City of Port Orange (City) that this Invitation to Bid promotes competitive selection. It shall be the Bidder's responsibility to advise the Purchasing Division if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this ITB to a single source.

[Remainder of this page left intentionally blank]

SECTION 2 – INSTRUCTIONS TO BIDDERS

Firms or companies (Vendor) desiring to provide services, as described herein shall submit sealed bids including one original copy and one (1) digital (CD or flash drive) version in PDF format, in conformance with the detailed submittal instructions.

TIMELINE (Local Time):

The City reserves the right to alter dates as needed.

Date of Distribution: September 24, 2018

Deadline for Questions: October 8, 2018 by 5:00 P.M.

Final Addendum Posting: October 15, 2018 by 5:00 P.M.

Bids Due: **October 22, 2018 by 2:30 P.M.**

City Council Meeting for Approval of Recommendation of Award To Be Determined

Bids must be delivered in a sealed envelope/package and delivered to:

City of Port Orange City Clerk's Office
Attn: David Battaglia Purchasing Agent
Finance Department
1000 City Center Circle
Port Orange, Florida 32129

Sealed Bids must be delivered no later than the date and time listed in the Timeline above. All times referenced are local time.

Bids shall be sealed and Vendors shall clearly indicate on the outside of their bid the following:

- a) Invitation to Bid (ITB) Number and Title
- b) Date of Opening
- c) Name of Vendor
- d) Address of Vendor

Due to the timing of mail service, the City cautions Vendors to assure actual delivery of Bids to the City prior to the deadline set for receiving bids. Carrier and hand deliveries of bids will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until the date and time referenced in the Timeline above or as amended by addendum issued by the City. Bids received after the established deadline shall not be considered.

Vendors are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your bid, proposal, statement or quotation is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. This office will not be responsible for deliveries made to any place other than the specified address.

Offers by telephone, email or telegram shall not be accepted. Also, Vendors are instructed NOT to fax their bid package. **Faxed bids shall be rejected as non-responsive regardless of where or when the fax is received.**

All Bids will be opened publicly and the names of all Vendors shall be read aloud. All conferences and meetings (including opening of proposals) regarding this RFP are recorded electronically (audio only).

The City of Port Orange reserves the right to reject any or all Bids or parts of Bids if it is in the best interest of the City.

QUESTIONS REGARDING THIS ITB:

All questions shall reference "Questions on **ITB #18-33 TYPE 1 RESCUE AMBULANCE PURCHASE**" in the subject line. All questions concerning this ITB shall be submitted in writing no later than the date and time referenced in the Timeline above to:

David Battaglia
Purchasing Agent
1000 City Center Circle
Port Orange, FL 32129
dbattaglia@port-orange.org
purchdiv@port-orange.org

ADDENDA REGARDING THE INVITATION TO BID:

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Bid Due Date. Vendors should not rely on any representations, statements or explanations other than those made in this ITB or in any addendum to this ITB. Where there appears to be a conflict between the ITB and any addenda issued, the last addendum issued will prevail. It is the Vendor's responsibility to be sure all correct number of addenda was received. The Vendor should verify with the designated contact persons prior to submitting a Bid that all addenda have been received. Vendors should acknowledge the correct number of addenda received as part of their Bids. It is the responsibility of the Vendor to ensure all addenda have been received prior to submitting a bid.

Written responses, in the form of an addendum, will be provided via the Demand Star website at: www.demandstar.com.

The failure of Vendors to submit acknowledgement of any addenda that affects the ITB price(s) is considered a major irregularity and will be cause for rejection of the Bid.

The City of Port Orange reserves the right to consider the omission of an acknowledgment of addendum as cause for rejection of the ITB submittal.

This provision exists solely for the convenience and administrative efficiency of the City of Port Orange. No Vendor or other third party gains any rights by virtue of this provision or the application thereof, nor shall any Vendor or third party have any standing to sue or cause of action arising there from.

CLARIFICATIONS:

It is the Vendor's responsibility to become familiar with and fully informed regarding the terms, conditions and specifications of this ITB. Lack of understanding and/or misinterpretation of any portions of this ITB shall not be cause for withdrawal of your Bid after opening or for subsequent protest of award. Vendors must contact the Purchasing Representative, at the email provided, should clarification be required.

Modification or alteration of the documents contained in the solicitation or contract shall only be valid if mutually agreed to in writing by the parties.

MINIMUM QUALIFICATIONS:

Vendors shall be licensed to do business in the State of Florida. Submit Sunbiz report showing your company registered as "Active".

Vendors must be properly registered and licensed to provide the goods or services identified in the scope of work, by all applicable state and local agencies.

Vendors must provide a minimum of three (3) verifiable references from similar scopes of work as identified in this ITB on the provided "Professional References" form. Failure to provide references that verify required experience will cause the Vendor to be deemed non-responsive. The City of Port Orange is not to be used as a reference.

NO LOBBYING:

All Vendors are hereby placed on notice that the City of Port Orange Council, City Employees/Staff, nor Members of the Evaluation Committee (with the exception of the City of Port Orange Purchasing Division personnel designated to receive requests for interpretations or corrections) are not to be lobbied, directly or indirectly either individually or collectively, regarding this ITB. During the entire procurement process, all Vendors and their subcontractors, sub-consultants, or agents are hereby placed on notice that they are not to contact any persons listed above for such purposes as holding meetings of introduction, dinners, etc., if they intend to submit or have submitted Bids for this project. Any Vendor contacting individuals mentioned herein in violation of this warning may automatically be disqualified from further consideration for this ITB.

PRICING SHEETS:

Pricing sheets/Bid Forms are to be completed as directed and without modification and returned as part of the ITB submittal prior to the ITB deadline for submission. Failure to fill out the price sheets/bid forms as directed and without modification may negatively affect the evaluation of your bid.

EXCEPTIONS TO SPECIFICATIONS:

If taking exception to any portion of the ITB specifications, the Vendor must indicate those exceptions as stated on the Vendor's Acknowledgement Form.

BID SUBMISSION AND WITHDRAWAL:

Unless otherwise specified, Vendor shall use the forms supplied by the Purchasing Division. Bids, once opened, become the property of the City, cannot be withdrawn, and will not be returned to the Vendors. Upon opening, Bids become subject to public disclosure in accordance with Chapter 119, Florida Statutes.

CORRECTION OF BIDS:

Correction of inadvertently erroneous Bids shall be permitted up to the time of ITB opening. Vendors shall not be allowed to modify their Bids after the opening time and date.

WITHDRAWAL OF BIDS:

NO Bid shall be withdrawn for a period of ninety (90) days subsequent to the Bid opening without the consent of the City of Port Orange, Florida. Negligence on the part of the Vendor in preparing the Bid confers no right of withdrawal or modification after the Bid has been opened, at the appointed time and place by the City of Port Orange. Any such withdrawn Bid shall not be resubmitted.

OPENING OF BIDS:

Bids will be received until the date and time stated in this ITB and will be publicly opened and read at the place, time and date stated. No responsibility will attach the Purchasing Department for the premature opening of a Bid not properly addressed and identified.

LITIGATION HISTORY:

The City will consider a Vendor's litigation history information in its review and determination of responsibility. All Vendors are required to disclose to the City all "material" cases filed, pending, or resolved during the last five (5) years prior to the solicitation response due date, whether such cases were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. If the Vendor is a joint venture, the information provided should encompass the joint venture (if it is not newly-formed for purposes of responding to the solicitation) and each of the entities forming the joint venture. Although the review of a Vendor's litigation history is an issue of responsibility, the failure to provide litigation history as required in the Evaluation Criteria may result in a recommendation of non-responsive by the Purchasing Manager.

DEBARMENT HISTORY:

The City will consider a Vendor's debarment history information in its review and determination of responsibility. All Vendors are required to disclose to the City all cases of debarment filed, pending, or resolved by the City or other public entity during the last five (5) years prior to the solicitation response due date, whether such actions were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. If the Vendor is a joint venture, the information provided should encompass the joint venture (if it is not newly-formed for purposes of responding to the solicitation) and each of the entities forming the joint venture. Although the review of a Vendor's debarment history is an issue of responsibility, the failure to provide debarment history as required in the Proposal Submittal and Requirements Section may result in a recommendation of non-responsive by the Purchasing Manager.

REJECTION OF BIDS:

The City reserves the right to reject any and/or all Bids when such rejection is in the best interest of the City.

BIDS MAY BE REJECTED AND/OR VENDOR(S) DISQUALIFIED FOR THE FOLLOWING REASONS:

- (a) Failure to update the information on file including address, product, service or business descriptions.
- (b) Failure to perform according to contract provisions.
- (c) Conviction in a court of law of any criminal offense in connection with the conduct of business.
- (d) Evidence of a violation of any federal or state anti-trust law based on the submission of bids or proposals, or the awarding of contracts.
- (e) Evidence that the vendor has attempted to give a Board employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's purchasing activity.
- (f) Other reasons deemed appropriate by the City.

OWNERSHIP OF DOCUMENTS:

All documents resulting from this project will become the sole property of the City of Port Orange. The Vendor must meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Vendor upon termination of this Agreement 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.

AMERICANS WITH DISABILITIES ACT (ADA):

If you need special services provided for under the Americans with Disabilities Act, contact the ADA Coordinator in our Human Resources office at 386-506-5560 at least 48 hours before the scheduled event.

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SECTION 3 – SCOPE OF WORK

PROJECT DESCRIPTION:

The city of Port Orange is soliciting competitive sealed bids for the purchase of a 2016 or newer, or like new, Rescue/Ambulance. Certified to KKK-A-1822F standards.

MINIMUM SPECIFICATIONS

The unit shall be new or like new (demo unit or refurbished body on new chassis) with all functions operational as designed and possess the following minimum specifications:

- Type I Rescue/Ambulance on Ram 4500 chassis or equivalent.
- Liquid Springs Rear Suspension, activation by opening left rear door or override switch.
- Engine-diesel.
- Aluminum running boards with grip strut.
- Tires (7) LT225/70R 19.5G with stainless steel wheel covers.
- Color: complete unit to be white or red with no stripping.
- Mileage not to exceed 20,000 miles.
- Module Size: L 174" W 96" and interior height 72".
- Compartment dimension size and locations: Compt. 1 H 84 3/8" W 18", Compt. 2 H 46" W 40", Compt. 3 H 40" W 37", M5 H 84 3/8" W 20", Compt. 6 H 25" W 17", Compt. H 70" W 18" with inside-outside access.
- Emergency Lighting: Front bulkhead Whelen 7-900 (R/RC/RC/C/RC/RC/R), rear bulkhead Whelen 7-900, (R/R/L/A/R/L/R),
- Whelen intersection lights 2-wheel well and 2- front fenders, Whelen 4- grill lights Whelen 2-900 amber at rear window level, Whelen 600, tail/turn, back up, and sides Whelen 4-900 red and 4- 900 scene lights, or equivalent. Flash pattern per Triple K specifications.
- LED running board lights.
- CPR seat with storage underneath.
- Second action area shelf rearward of CPR seat.
- Squad bench with split lid and storage underneath.
- Restocking cabinets with sliding plexiglass sliders.
- Locking cabinet above ALS cabinet.
- Glove box above side entry door.
- Stainless steel or powder coated grab handles and ceiling grab bar.
- Color reverse and interior cameras.
- Digital clock above rear doors.
- LED ceiling lights with dimmer switch capability.
- Remote O2 gauge w/regulator mounted in action area.
- Electric O2 solenoid w/switch.
- Ferno Stat Trac with ICS charging system (new or factory refurbished, must specify) or a Stryker Power-LOAD Cot fastener system (new or factory refurbished must specify) Please indicate pricing for EACH.
- Ferno Powerflexx cot (new or factory refurbished, must specify) or a Stryker Power Pro XT ambulance cot (new or factory refurbished, must specify) Please indicate pricing for EACH.
- Both systems must meet or exceed KKK-A-1822F standards.

- Child safety seat with squad bench safety net at head.
- (3) 6-Point seat belts on seated positions.
- (2) IV holders in the ceiling.
- Oxygen outlets.
- 110V/12/ outlets.
- HVAC.
- External condenser mounted on the front of the modular box.
- Sharps drop-down drawer needle disposal system.
- Floor covering Lonseal 424 TX Gun Metal gray.
- Vanned inverter 20-1050.
- Power door locks on all entry and compartment door tied to chassis.
- Kussmaul Auto Eject Shoreline.
- Vehicle maintenance records must be submitted with the bid If vehicle bid is used. All other owners/directions manuals for body/chassis system shall be included on delivery.

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SECTION 4 – STANDARD PURCHASE DEFINITIONS

The City will use the following definitions in instructions to bidders, terms and conditions, special provisions, technical specifications and any other solicitation documents.

1. **Addendum** is a formal written document, released prior to the public opening that modifies any aspect of a Solicitation. Plural: Addenda
2. **Alternate Bid** means multiple Bids with substantive variations from the same Bidder in response to a Solicitation.
3. **Amendment** is a formal written agreement, signed by both parties, that modifies an existing contractual agreement.
4. **Appropriate, Appropriated, or Appropriation** means the adoption by the City Council of the City of a budget for a fiscal year that includes payments to be made under the Contract during the respective fiscal year.
5. **Best Value** means the highest overall value to the City based on factors that include, but are not limited to, price, quality, design, and workmanship.
6. **Bid** is a complete, properly signed response to an Invitation to Bid, which if accepted, would bind the Bidder to perform the resultant Contract.
7. **Bid Guaranty (Bid Bond)** guarantees that the Bidder (a) will not withdraw the Bid within the period specified for acceptance, and (b) will execute a Contract and furnish required bonds and any necessary insurance within the time specified in the Solicitation, unless a longer time is allowed by the City. The guarantee will be returned to the Bidder upon execution of a Contract
8. **Bidder or Proposer** is a person, firm, or entity that that submits a Response to a Solicitation. Any Bidder/Proposer may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status. (See also "Vendor")
9. **City** means the City of Port Orange.
10. **Competitive Negotiation** means a method for acquiring goods, services, and construction for public use in which discussions or negotiations may be conducted with responsible offerors who submit Responses through a Request for Proposals, Request for Statements of Qualifications, or Invitation to Negotiate.
11. **Competitive (Formal) Solicitation** is the process of requesting and receiving two or more sealed bids, proposals, statements of qualifications or replies submitted by responsive vendors in accordance with the terms of a competitive process, regardless of the method of procurement.
12. **Competitive Range** means the responsive submissions that meet the evaluation criteria and are considered to be reasonably susceptible of award.
13. **Construction** means the process of building, repairing, improving, and alterations, conversion or extension of building, parks, utilities, streets or other improvements or alterations to real property.
14. **Contract** is a written agreement or purchase order issued for the purchase of goods or services.

15. **Contractor** means the person, firm or entity selling goods or services to the City under a Contract.
16. **Deliverables** means the goods, products, materials, and/or services to be provided to the City by a Bidder.
17. **Due Date** means the date and time specified for receipt of Responses to a Solicitation.
18. **End User** is a person, program, agency, or other eligible user who uses a contract to purchase a commodity or contractual service.
19. **Evaluation Committee/Team** is a temporary group of City personnel who are responsible for evaluation of proposals, statements of qualifications or replies as part of a Request for Proposals (RFP), Request for Submission of Qualifications (RFSQ), or Invitation to Negotiate (ITN), or competitive grant process.
20. **Evaluator** is a member of the evaluation committee/team.
21. **Goods** are supplies, materials, or equipment.
22. **Intent to Award** is a document, published on Onvia/DemandStar, that informs the public and respondents of the City's decision to award a contract pursuant to a previously issued competitive solicitation.
23. **Invitation to Bid (ITB) or Bid** means a formal request to prospective vendors requesting pricing for a specified Good or Service which has been advertised for Bid in a newspaper.
24. **Invitation to Negotiate (ITN)** means a formal request to prospective vendors requesting proposed specifications and pricing of a product and/or service which has been advertised for replies in a newspaper.
25. **Issues** means points, matters, or concerns to be addressed during negotiations.
26. **Lead Negotiator** is the negotiator responsible for leading and facilitating the formal negotiation discussions and selecting other required negotiation team members. Is often the "driver of change" and seeks alternatives/options.
27. **Lowest Responsible Bid means the responsive Bid** meeting all requirements of the specifications, terms, and conditions of the Invitation to Bid resulting in the lowest cost to the City in a total cost concept or based solely on price, taking into consideration the financial and practical ability of the Bidder to perform the Contract, past performance of the Bidder, and compliance with all City ordinances concerning the purchasing process.
28. **Lowest Responsible Bidder** means the Bidder submitting Lowest Responsible Bid.
29. **Negotiation Team** is a temporary group of City personnel who are responsible for negotiations as part of an Invitation to Negotiate (ITN).
30. **Negotiator** is a member of the negotiation team.
31. **Non-Professional Services** are services performed that are not of a professional nature such as lawn care, security, janitorial, etc.
32. **Offer** means a complete signed Response submitted to the City in response to a Solicitation including, but not limited to, a Bid submitted in response to an Invitation to Bid, a Proposal submitted in response to a Request for Proposal, a Quote submitted in response to a Request for Quotation, a Statement of Qualifications and

interest submitted in response to a Request for Statements of Qualifications, or a Reply submitted in response to an Invitation to Negotiate.

33. **Onvia/DemandStar** is the official online repository for all City competitive solicitations.
34. **Outlier** is a bid, offer, or proposal which is determined by the Purchasing Director or Manager to be significantly dissimilar to or inconsistent with, competing bids or offers.
35. **Pre-Bid/Proposal/Statement/Reply Conference** means a meeting conducted by the Purchasing Office, held in order to allow Vendors to ask questions about the proposed Contract and particularly the Contract specifications with the City department requesting the goods/services.
36. **Price Analysis** is an evaluation of the total cost of a contract in order to determine if the price is reasonable.
37. **Procurement (Process)** is a term used in the governmental sector for the combined functions of acquiring (purchasing) needed goods and/or services, receiving and inspection, inventory management, contract administration, and disposal/surplus.
38. **Professional Services** means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.
39. **Protest** is a formalized process by which respondents have an opportunity to

challenge a procurement practice or contract award.

40. **Proposal** is a complete, properly signed Response to a Request for Proposal, based on performance that is offered rather than on that of price alone, which if accepted, would bind the Vendor to perform the resultant Contract.
41. **Purchase Order** is an order placed by the Purchasing Division for the purchase of Goods or Services written on the City's standard Purchase Order form and which, when accepted by the Bidder, becomes a contract. The Purchase Order is the Bidder's authority to deliver and invoice the City for Goods or Services specified, and the City's commitment to accept the Goods or Services for an agreed upon price.
42. **Request for Proposal (RFP)** means a formal request to prospective vendors requesting qualifications of the vendor and pricing for a specified Good or Service which has been advertised for Proposal in a newspaper.
43. **Request for Statement of Qualifications (RFSQ)** means a formal request to prospective vendors requesting statements of qualifications pursuant to Florida Statute 287.055 "Consultant's Competitive Negotiation Act" which has been advertised for Statement in a newspaper.
44. **Respondent** means an entity that has (or will, i.e. "prospective respondents") submitted a response to a competitive solicitation conducted to create a contractual relationship for the provision of commodities or services.
45. **Response/Submission** means all materials submitted to the City by a respondent as part of a solicitation. A response may be called a bid, proposal, statement of qualifications, or a reply,

- depending on the type of competitive solicitation being issued.
46. **Responsible (Vendor)** is a vendor who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.
47. **Responsive (Vendor)** is a vendor that has submitted a bid, proposal, statement of qualifications, or reply that conforms in all material respects to the solicitation.
48. **Scope** means the extent of the area or subject matter that something deals with or to which it is relevant.
49. **Scope of Work** means a description of the work activities, deliverables, and/or timeline that a vendor must execute in terms of delivering specific commodities or in performance of contractual services.
50. **Services** include all work or labor performed for the City on an independent contractor basis other than construction.
51. **Solicitation** means a formal request, as applicable, for prospective vendors to submit responses to an Invitation to Bid, Request for Proposal, Request for Qualifications, Invitation to Negotiate, or a Request for Quotation.
52. **Solicitation Document** means a document, or collection of documents, either paper or electronic, that contains all information required to conduct a competitive procurement project according to § 287.057, Florida Statutes.
53. **Stakeholder** means an individual, who is not likely to become a vendor, who has an interest in the commodities/contractual services needed.
54. **Subcontractor** means a person, firm or entity providing goods or services to a Vendor to be used in the performance of the Vendor's obligations under the Contract.
55. **Subject Matter Expert** means a person who has working or expert knowledge about a particular topic or field.
56. **Unbalanced Bid** means a Bid that is based on prices which are significantly less than cost for some bid items and significantly more than cost for others.
57. **Vendor** is a person, firm, or entity that that provides commodities or services and submits a Response to a Solicitation. Any Vendor may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status. (Also called "Bidder" or "Proposer".)

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SECTION 5 – GENERAL TERMS AND CONDITIONS

These instructions are standard for all contracts for commodities or services issued through the City of Port Orange Purchasing Division. General Requirements apply to all advertised Solicitations; however, **these may be superseded, in whole or in part, by the SPECIAL REQUIREMENTS/INSTRUCTIONS OR OTHER DATA CONTAINED HEREIN.**

READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

1. **ACCEPTANCE BY CITY**

The City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by vendor. The City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. The City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If the City elects to accept nonconforming goods and services, the City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate the City for the nonconformity. Any acceptance by the City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services. The material delivered as a result of this solicitation shall remain the property of the seller until a physical inspection and actual usage of the item(s) is made and thereafter deemed acceptable to the satisfaction of the City, in compliance with the terms and specifications contained herein. In the event that the item(s) supplied to the City is/are found to be defective, or does/do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return the item(s) to the seller at the seller's expense.

2. **ADDENDUM**

When specifications are revised, the City of Port Orange Purchasing Division will issue an addendum addressing the nature of the change. Vendors should acknowledge all addenda by circling the quantity of addenda received on the "Vendor Acknowledgment Form" and include it in the returned Response package. Failure to acknowledge the correct number of addenda issued may result in rejection of the Response. It is the responsibility of the Vendor to ensure all addenda have been received prior to submitting a bid. All Addenda shall be posted by the CITY on www.demandstar.com.

The City shall issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Solicitation Response Due Date. Vendors should not rely on any representations, statements or explanations other than those made in this Solicitation or in any addendum to the Solicitation. Where there appears to be a conflict between the Solicitation and any addenda issued, the last addendum issued shall prevail.

3. **ADDITIONAL GOODS**

Products, Materials and Goods not specifically identified in this bid request may be added to any resultant contract upon mutual consent of the contracting parties. The City reserves the right to add or delete products or materials of similar nature, within the family of products of "ITB Item(s)" and their commodity codes, to those items requested in this bid.

4. **ANTI-COLLUSION STATEMENT**

By submitting this Response to a Formal Solicitation, the Vendor affirms that this Response is without previous understanding, agreement, or connection with any person, business, or corporation submitting a Response for the same materials, supplies, or equipment, and that this Response is in all respects fair, and without collusion or fraud. Additionally, Vendor agrees to abide by all conditions of this Solicitation and certifies that they are authorized to sign this Response for the Vendor. In submitting a Response to the City of Port Orange, the Vendor offers and agrees that if the Response is accepted, the Vendor shall convey, sell, assign or transfer to the City of Port Orange all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Port Orange. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Vendor.

5. **APPLICABLE LAWS**

In connection with the furnishing of supplies or performance of work under the Contract, the Vendor agrees to comply with the Fair Labor Standards Act, Equal Opportunity Employment Act, and all other applicable federal and state laws, regulations and executive orders to the extent that the same may be applicable.

6. **ASSIGNMENT**

The successful Vendor shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City of Port Orange. Any such assignment or transfer shall not release Vendor from all contractual obligations.

7. **AUTHORITY TO CONDUCT BUSINESS IN FLORIDA:**

A Florida corporation or partnership is required to provide evidence with its response that the Vendor is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager.

A foreign (out-of-state) corporation or partnership is required to provide evidence with its response that the Vendor is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager.

A joint venture is required to provide evidence with its response that the joint venture, or at least one of the joint venture partners, is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager. However, the joint venture is required to provide evidence prior to contract execution that the joint venture is authorized to transact business in Florida and provide the City with a copy of the joint venture Agreement.

A joint venture is also required to provide with its response a Statement of Authority indicating that the individual submitting the joint venture's proposal has the legal authority to bind the joint venture. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager.

8. **AWARDS**

Results from the evaluation committee will be considered by the City of Port Orange City Council at the earliest possible regular meeting subsequent to the evaluation process. This RFP is issued in accordance with and shall be governed by the provisions of the City's Purchasing Policy.

The City of Port Orange City Council reserves the right to make award(s) by individual sections, groups, all or none, or a combination thereof, with one or more Vendors; to reject any and all proposals, or to waive any informality or technicality in proposals received as deemed to be in the best interest of the City.

The City does not award publicly funded contracts to those who knowingly employ unauthorized alien workers in violation of section 274A(e) of the Immigration and Naturalization Act, 8 United States Code §1324a(e). Such employment deprives legal workers of job opportunities. Violation of section 274A(e) shall be grounds for unilateral cancellation of the contract, Contract, proposal or quote for purchase of services and goods by the City of Port Orange.

9. **AWARD AND EXECUTION OF CONTRACT:**

When a bid received has been determined to be satisfactory, a Contract will be awarded to the Lowest responsible Bidder within the time designated in the Contract Documents.

The Bidder(s) to whom the award is made shall execute the Contract(s) and return it, together with the properly executed bonds and insurance certificates to the office of the Owner, within the time specified

10. **BID RETURNS**

Vendors shall return all completed Responses to the City of Port Orange at the address set forth in Section 2 of this document on the date and at the time specified. Late submissions will not be accepted and shall be returned to Vendors unopened.

11. **BID PROTEST**

Any person who is adversely affected by the City's decision or intended decision shall file with the City Purchasing Manager a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking Bids, Proposals, Statements, or Replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the Solicitation. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time period established herein. The formal written protest shall be filed with the Purchasing Manager in writing within ten (10) days after the date the notice of protest is filed. The formal written protest shall state with particularity the facts and law upon which the protest is based. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings. Upon receipt of the formal written protest that has been timely filed, the City shall stop the solicitation or contract award process until the subject of the protest is resolved by final City action. However, the City may continue the solicitation or award process, provided the City Manager sets forth in writing particular facts and circumstances which require the continuance of the solicitation or contract award process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare. The City shall provide an opportunity to resolve the protest by mutual agreement between the parties. The policy this City has established is as follows:

- a. As soon as possible after receipt, the Purchasing Manager shall provide written bid protest to City Manager, City Attorney, Department Head involved, and Supervisor directly involved in the acquisition.
- b. Purchasing Manager shall schedule within seven (7) business days, excluding weekends and holidays, a meeting with the above mentioned individuals or designee and protestor. The intent of the meeting is to provide a review and/or solution prior to going before Council. After reviewing all relevant information, the City Manager shall render a decision.
- c. If the protestor disagrees, he may appeal to the City Council at a formal council meeting. After reviewing the evidence, the City Council will issue their decision. The City Council's decision is final; however, the protestor can appeal the decision to the Circuit Court in Volusia County, Florida within thirty (30) days of the City Council's final decision. Decisions at all levels shall be in writing to the protestor.

12. **BID/PROPOSAL TABULATION**

Vendors who wish to receive a copy of the bid/proposal tabulation may obtain it via www.demandstar.com or by contacting the City of Port Orange, Purchasing Manager at purchdiv@port-orange.org.

13. **BONDS**

If this Solicitation requires submission of bid guarantee and performance bonds, there will be a separate page explaining those requirements. Responses submitted without the required bid bond or certified check shall be deemed non-responsive. When the Purchasing Manager deems it necessary, bid bonds/deposits shall be prescribed and are advertised in the public notices inviting bids. Normally, if a bid bond/deposit is requested, it is in the amount of five percent (5%) of the bid amount. Payment and Performance Bonds requested for construction projects shall be in an amount equal to one hundred percent (100%) of the total contract amount. Upon award, the successful Vendor may also be required to furnish and pay for a satisfactory contract one hundred percent (100%) Payment and Performance Bond which will be recorded by the City, at the Vendor's sole cost and expense, with the Clerk of the Circuit Court, Volusia County, Florida, and to enter into a written contract with the City of Port Orange. After recording, the City will furnish to the contractor the recording information for the bond to evidence that the contractor has met the requirements of Florida law. The City will bill the cost of recording to the contractor. Payment and Performance Bonds shall also be recorded at the Vendor's expense in the Office of the Clerk of the Circuit Court, Volusia County, Florida. All bonds no matter which kind, are advertised in the Solicitation which appears in the newspaper. Unsuccessful Vendors are entitled to the return of their surety where the Purchasing Manager has required such. A successful Vendor shall forfeit any surety required by the Purchasing Manager upon failure on the part of the Vendor to enter into a contract within the time specified after the award of bid.

14. **CHANGE ORDERS**

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change order requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

15. **CHANGE ORDER REQUEST NOTIFICATION**

The Successful Contractor is responsible for giving the City of Port Orange, prior to the Contract expiration date, at least forty-five (45) calendar day's advance notice for any anticipated changes in price greater than \$25,000.00, time and/or scope of the awarded Contract. The Contractor shall not continue to provide services past the Contract expiration date unless approved by a written Change Order Notice from the City.

16. **CLEAN UP**

Upon completion of the delivery of materials, the Contractor shall restore any/all public and private property which was damaged during delivery. Restoration is meant to include removal of any spillage or restoring damage to the edge of pavement, sidewalks, driveways, landscaped areas, etc. Contractor shall make repairs consistent with or better than what existed prior to delivery. This shall be understood to include the use of sod or seed and mulch to replace (if necessary) existing grass that has been damaged.

If sod is used it shall match the sod present on the effected property. Contractor shall make all repairs and restorations at his expense.

17. **CONDUCT OF VENDORS**

All Vendors or individuals acting on behalf of a Vendor are hereby prohibited from lobbying or otherwise attempting to persuade or influence any member of the Evaluation Committee, City Council members, or City staff at any time during the course of the solicitation process. The solicitation process shall end upon issuance of the written City Manager and staff recommendation for selection of a Vendor. All Vendors or individuals acting on behalf of a Vendor are further prohibited from contacting or otherwise attempting to communicate with any member of the staff, Evaluation Committee or City Council members regarding the pending solicitation or its outcome until after the issuance of the written recommendation of the most qualified Vendor. Until such recommendation is issued in writing, any questions regarding the pending solicitation shall be submitted to the Purchasing Manager. Failure to comply with this procedure shall result in rejection/disqualification of said submittal without exception. Contact with staff, City Council members and the Evaluation Committee during a public meeting shall not be considered a violation of this requirement.

18. **CONE OF SILENCE**

The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the execution of the award.

The Cone of Silence is defined as the period beginning with the issuance of the solicitation document and continues through the execution of the award document. During this time vendors, service providers and the like are prohibited from all communications regarding the solicitation with City staff, City consultants, City legal counsel, City Agents, or elected officials. Any vendor who initiates any discussions or attempts to influence a member or members of the aforementioned shall be disqualified from continued participation in the procurement process with regard to that particular solicitation.

Exceptions to the Cone of Silence:

- Written communication directed to the Procurement Officer;
- All communications occurring at Pre-Proposal Conferences;

- Oral presentations before publicly notice committee meetings;
- Procurement of goods and services for Emergency situations; and
- Contractors already on contract with the City to perform services for the City are allowed discussions necessary for the completion of an existing contract.

19. **CONFLICT OF INTEREST**

For purposes of determining any possible conflict of interest, all Vendors must disclose if any City of Port Orange employee is also an owner, corporate officer, or employee of Vendor's business. No official or employee of the City who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the Scope of Work covered by the Contract shall voluntarily acquire any personal interest, directly or indirectly, in the contract or proposed Contract.

20. **CONFLICT OF INSTRUCTIONS**

If a conflict exists between the General Terms and Conditions and instructions contained herein, and the Special Terms and Conditions and instructions contained herein, the Special Terms and Conditions shall govern.

21. **CONTRACT**

Any acquisition above the \$25,000 level shall be done through one of the formal competitive methods except upon City Council waiver and/or shall have City Council approval. Only the Purchasing Manager and/or City Manager, have the authority to obligate the City by entering into a written contract to purchase goods and/or services up to \$25,000.00. The City of Port Orange, Florida reserves the right to reject any and all Responses or to waive any and all non-substantial irregularity in Responses received, whenever such waiver or rejection is in the best interest of the City.

22. **CONTRACT OBLIGATION**

The City of Port Orange City Council shall approve the contract if greater than \$25,000.00 annually. The Mayor or other person authorized by the Mayor must sign the contract before it becomes binding on the City of Port Orange or the Vendor. Department heads are NOT authorized to sign contracts for the City of Port Orange. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

23. **CONTRACT RENEWALS**

Renewals may be made ONLY by written agreement between the City of Port Orange and the Vendor. Any price escalations are limited to those stated by the Vendor on the original Response.

24. **COOPERATIVE PURCHASING**

The City Manager may elect to purchase through or join with other governmental units in cooperative purchasing ventures when the best interest of the City would be served thereby, provided the same is in accordance with all applicable laws. In the event the City Manager should elect to purchase through or join with other governmental agencies in cooperative purchasing ventures, all purchases in excess of twenty-five thousand dollars (\$25,000.00) shall require council approval before the purchasing contracts are entered into. (Code 1981, § 8-33, Ord. 1997-22, § 5. 5-6-1997; Ord. No. 2004-15, § 4, 7-20-2004)

25. **COPYRIGHT AND PATENT RIGHTS**

Vendor warrants that there has been no violation of copyrights or patent rights in manufacturing, producing and/or selling the item(s) ordered or shipped as a result of this Response, and successful Vendor agrees to hold the City harmless from any and all liability, loss or expense by any such violation.

26. **COST INCURRED BY VENDOR**

All expenses, including costs for required bonds, involved with the preparation and submission of Responses to the City, or any work performed in connection therewith shall be borne by the Vendor. No payment shall be made for any response received, nor for any other effort required of or made by the Vendor prior to commencement of work as defined by the contract approved by the City Council.

27. **DAMAGE**

Any damage to driveways, irrigation systems, sidewalks, pavement, or landscaping will be evaluated by the County's representative and the Contractor. If the Contractor is found to be at fault, all repairs, restitution, or reimbursements to the County must be completed within one week of discovery.

28. **DEFAULT PROVISIONS**

In the event of default by the Vendor, the City reserves the right to procure the item(s) bid from other sources and hold the Vendor responsible for excess costs incurred as a result. If a contractor defaults on a City contract the City Council may elect to refrain from doing business with the Vendor for a period of 36 months from the date of default.

29. **DELIVERY OF GOODS/SERVICES**

All materials are to be delivered F.O.B.; City of Port Orange designated facility.

Delivery dates pertaining to this invitation must be clearly stated in the bid form where required and include weekends and holidays. Failure to comply with this requirement may be a cause for disqualification of bid. Unless otherwise specified, delivery at the earliest date is required. The Vendor shall clearly state in the Response the time required for delivery upon receipt of contract or purchase order. Proposed delivery time must be specific and such phrases "as required," "as soon as possible" or "prompt" may result in disqualification of the bid. Delivery time will be a factor for any orders placed as a result of this Response. The City reserves the right to cancel such order(s) or any part thereof, without obligation, if delivery is not made within the time(s) specified herein and hold the vendor in default.

Upon approval of a contract, the vendor is obligated to deliver the goods to the destination specified in the Solicitation or the Purchase Order and bears the risk of loss until delivery. If this Solicitation or Purchase Order does not contain delivery instructions, Vendor shall request instructions in writing from the Purchasing Manager. If the delivery instructions contained in the Solicitation allocate delivery costs and risks in a manner contrary to this section, the provisions of this Competitive Solicitation shall prevail.

When delivery is not met as provided for in the contract, the Purchasing Division reserves the right to make the purchase on the open market, with any cost in excess of the contract price paid by the Vendor, in addition to any other damages, direct or consequential, incurred by the City as a result thereof. In addition, failure of the Vendor to meet the contract delivery dates will be cause for removal of the Vendor from the City's list of eligible Bidders/Proposers as determined by the Purchasing Division.

30. **DETERMINATION OF LOWEST AND BEST RESPONSIBLE BIDDER /PROPOSER**

In determining the lowest and best responsible Bidder/Proposer, in addition to price, there will be considered the following:

- a. The ability, capacity and skill of the Bidder/Proposer to perform the contract.
- b. Whether the Bidder/Proposer can perform the contract within the time specified, without delay or interference.
- c. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder/Proposer.
- d. The quality of performance of previous contracts.
- e. The previous and existing compliance by the Bidder/Proposer with laws and ordinances relating to the contract.
- f. The sufficiency of the financial resources and ability of the Bidder/Proposer to perform the contract or provide the service.
- g. The quality, availability and adaptability of the supplies or contractual services to the particular use required.
- h. The ability of the Bidder/Proposer to provide further maintenance and service for the use of the subject of the contract.
- i. The number and scope of conditions attached to the bid.
- j. Such other factors as appear to the city council to be pertinent to the bid or the contract under all of the circumstances involved.

31. **DISCLOSURE OF CONFLICTS**

The award is subject to the provisions of Chapter 112.313, Florida Statutes. All Vendors must disclose with their Response the name of any officer, director, or agent who is also an employee of the City. Further, all Vendors must disclose the name of any employee who owns, directly or indirectly, an interest in the Vendor's firm or any of its branches. The Vendor shall not compensate, in any manner, directly or indirectly, any officer, agent, or employee of the City for any act or service that he/she may do, or perform for, or on behalf of any officer, agent or employee of the Vendor. No officer, agent, or employee of the City shall have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made by anyone for, or on behalf of the City. The Vendor shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under the Solicitation.

32. **DISQUALIFICATION OF BIDDER/PROPOSER**

The Purchasing Manager shall maintain a current listing of qualified Bidders. The Purchasing Manager may, from time to time, remove any vendor's name from the list of qualified Bidders. Normally the removal of a vendor from the vendor list is done after non response from that vendor for three (3) consecutive Solicitations. Such action may also arise out of breach of contract, default, or irregular business practice, based on the Finance Director and City Attorney's recommendation. Any or all Responses may be rejected if the City believes that collusion exists among the Bidders/Proposers. Responses in which the prices are obviously unbalanced may be rejected. If multiple Responses are submitted by a Bidder/Proposer and after the Responses are opened one of the Responses is withdrawn, the result will be that all of the Responses submitted by that Bidder/Proposer will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple Responses for different products or services.

33. **EVALUATION**

Evaluation shall be used as a determinant as to which Response items or services are the most efficient and/or most economical for the City. It shall be based on all factors which have a bearing on price and performance of the items in the user environment. All Responses are subject to tabulation by the City of Port Orange Purchasing Division and recommendation to the governing body. Compliance with all Solicitation requirements, delivery and needs of the using department are considerations in evaluating Responses. Pricing is NOT the only criteria for making a recommendation. The City of Port Orange Purchasing Division reserves the right to contact any Bidder/Proposer, at any time, to clarify, verify or request information with regard to any Response.

34. **EXCEPTIONS TO SPECIFICATIONS**

For purposes of evaluation, the Vendor must indicate any exception to the specifications, terms, and/or conditions, no matter how minor. This includes any agreement or contract forms supplied by the Vendor that are required to be signed by the City. If exceptions are not stated by the Vendor, in his bid, it will be understood that the item(s)/services fully comply with the specifications, terms and/or conditions stated by the City. Exceptions are to be listed by the Vendor on an attachment included with the bid. The City will not determine exceptions based on a review of any attached sales or manufacturer's literature.

35. **E-VERIFY**

Vendors 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 Vendor during the term of contract and shall expressly require any subcontractor performing services pursuant to the 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 subcontractor during the term of contract.

36. **FACILITIES**

The City reserves the right to inspect the Vendor's facilities at any time.

37. **FAILURE TO RESPOND**

If the vendor elects not to bid, please return the enclosed "Bidder Acknowledgement Form" by the bid due date, and state the reason(s) for not bidding. Failure to respond, either by submitting a bid, or by submitting a "Statement of No Bid", three (3) times, shall result in the vendor's name being removed from the City's mailing list.

38. **FINANCIAL STABILITY**

Vendors shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year. A third party prepared financial statement and the latest Dunn & Bradstreet report will be accepted in lieu thereof.

39. **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.

40. **GOVERNING FORMS**

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City's interpretation shall govern.

41. **GOVERNING LAW**

Vendors shall comply with all applicable federal, state and local laws and regulations. All Responses are solicited and shall be made pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-263, and all Responses will be evaluated in accordance with the provisions thereof. Code of Ordinances, City of Port Orange is on file in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida and at www.municode.com.

The City of Port Orange is also governed by the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, as the method of selecting architects, engineers and land surveyors. The City has utilized the procedures in the Act for Professional counselors, environmentalists, planners, general contractors, computer systems, designers, telecommunications consultants, maintenance technicians, financial services and other professional services.

Every acquisition equal to or greater than \$10,000.00 must have a signed, notarized "Public Entity Crimes Form" to comply with Section 287.133(3)(a), Florida Statutes. Also required is the "Drug Free Preference Form" to comply with Section 287.087, Florida Statutes. Each form is included in the Solicitation.

42. **GRANT FUNDING**

Any contract entered into by the City that is to be paid from grant funds shall be limited to payment from the grant funding and the vendor/provider understands that the City has not set aside any City funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid for by the grant, and further funding cannot be obtained for the contract, then *the sole recourse of the provider shall be to terminate any further services under the contract and the contract shall be null and void.*

43. **HIPAA COMPLIANCE**

The Vendor agrees to comply with the Standards for Privacy of Individually Identifiable Health Information of the Health Insurance Portability and Accountability Act of 1996, PL 104-191, 45

CFR Parts 160-164, as amended, referred to as "HIPAA," to the extent that the Vendor uses, discloses or has access to protected health information as defined by HIPAA.

44. **IDENTICAL TIE BIDS**

In accordance with Section 287.087, Florida Statutes, preference shall be given to businesses with Drug-Free Workplace Programs. Whenever two or more Responses that are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, a Response received from a business that certifies that it has implemented a Drug-Free Workplace Program shall be given preference in the award process.

45. **INDEMNIFICATION/HOLD HARMLESS**

Contractor covenants and agrees that it will indemnify and hold harmless the City and all of the City's officers, agents, and employees from any claim, loss, damage, costs, charge or expense arising out of any act, action, neglect or omission by contractor during the performance of the contract, whether direct, or indirect, and whether to any person or property to which the City of said parties may be subject, except that neither the contractor nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of City or any of its officers, agents, or employees.

46. **INDEPENDENT CONTRACTOR**

It is expressly understood and agreed by both parties hereto that the City is contracting with the successful vendor as an independent contractor. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the successful vendor under this contract and that the successful vendor has no authority to bind the City.

The Vendor represents itself to be an independent contractor offering such services to the general public and shall not represent himself or his employees to be an employee of the City. Therefore, the Vendor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, worker's compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the City, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney's fees); and damage of any kind related to such matters. The Vendor shall further understand that the City cannot save and hold harmless and or indemnify the Vendor and/or the Vendor's employees against any liability incurred or arising as a result of any activity of the Bidder/Proposer or any activity of the Vendor's employees performed in connection with the Contract.

47. **INSPECTIONS AND TESTING**

City of Port Orange reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a Vendor cannot furnish a sample of a Response item, where applicable, for review, or fails to satisfactorily show an ability to perform, the City can reject the Response as inadequate and non-responsive.

48. **INSURANCE**

If required, upon execution of a contract, the Vendor shall maintain insurance during the life of this agreement, and the City of Port Orange shall be listed as additional insured on that insurance document. A waiver of subrogation must be added in all areas and shall suffice in lieu of additional

insured on workers' compensation, in an amount and a form set forth herein, to insure against risks, which are identified herein. Insurance providers must be rated "A" or better accordingly to the A.M. Best Company.

49. **INSURANCE CANCELLATION**

No change or cancellation in insurance shall be made without thirty (30) days' written notice by the Vendor to the City. Insurance coverage required in these specifications shall be in force throughout the contract term. Should any awardee fail to maintain or to provide acceptable evidence of current insurance within five (5) days after receipt of written notice at any time during the contract term, the City shall have the right to consider the Contract breached which shall justify the termination thereof.

50. **INVOICES AND PAYMENTS**

All invoices shall be sent to: City of Port Orange, Accounts Payable, P.O. Box 291759, Port Orange, Florida, 32129. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of merchandise and a proper invoice. The City will attempt to pay within fewer days if Vendor offers a payment discount. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Vendors should state any payment discount in the space provided on the bid form for construction services.

51. **IRREVOCABILITY OF RESPONSES**

Each Vendor agrees that Responses shall remain open until the effective date not to exceed 90 days after selection, shall not be subject to revocation or withdrawal, and shall be subject to the City Council's acceptance of a contract with the Vendor.

52. **LATE SUBMISSIONS, LATE MODIFICATIONS AND LATE WITHDRAWALS**

Responses received after the Response Due Date and time are late and shall not be considered. Modifications received after the Response Due Date are also late and shall not be considered. Letters of withdrawal received after the Response Due Date are late and shall not be considered. Letters of withdraw received after contract award shall be deemed a breach of contract, subject to penalties as set forth in the contract and Solicitation.

53. **LEGAL REQUIREMENTS**

Applicable provision of all federal, state, county and local laws, and all ordinances, rules, and regulations shall govern development, submittal and evaluation of all Responses received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a response to a Solicitation hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any Vendor shall not constitute a cognizable defense against the legal effect thereof.

Upon execution of a contract, the successful Vendor shall hold harmless, indemnify and defend the City of Port Orange, its members, officials, officers and employees against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, attorneys' fees and court costs) arising out of or incidental to the performance of the Contract, whether or not due to or caused by negligence of the City of Port Orange, its members, officials, officers or employees. This Contract requirement shall be reflected in the insurance coverage certificate.

54. **LICENSES, PERMITS AND TAXES**

The Vendor shall comply with all rules, regulations, laws and permitting requirements of the City, Volusia County, the State of Florida, and the United States Government now in force or hereafter to be adopted. The Vendor shall abide by all ordinances and laws pertaining to his operations and shall secure, at his expense, all licenses and permits necessary for construction and operation.

55. **LITERATURE (if applicable):**

If no particular brand, model or make is specified, Vendors shall submit with the RFP two (2) copies of descriptive literature and technical data, fully detailing all features, designs, construction, appointments, finishes and the like not covered in the specifications, necessary to fully describe the equipment, material, and/or services he proposes to furnish.

56. **LOCAL PREFERENCE**

In accordance with City of Port Orange City Code 2-275, except where federal or state law, or any other funding source, mandates to the contrary, the City shall give preference to local businesses in the following manner:

(a) Competitive Bids

(1) Port Orange Business: In any competitive bidding process where a bid submitted by a Port Orange business is within eight percent (8%) of the lowest and best responsible bid submitted by a non-Port-Orange business, then the Port Orange business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.

(2) Volusia County business: In any competitive bidding process where a Volusia County business is within five percent (5%) of the lowest and best responsible bid submitted by a business other than a Port Orange business or Volusia County business, then the Volusia County business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.

(3) Florida Business: In any competitive bidding process where a State of Florida business is within three percent (3%) of the lowest and best responsible bid submitted by a non-local business, then the Florida business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.

(4) Tied Bid Preference: In case of a tie bid between a local business and a non-local business, the local business shall prevail. In case of a tie between two or more local businesses, the following order of preference shall control: first priority to Port Orange business, second priority to Volusia County business, and third priority to Florida business.

(b) Request for Proposals, Qualifications or other Qualitative Submittals. In any ranking conducted pursuant to a request for proposals, qualifications, or other qualitative submittals where the bidders are rated by a point system, local businesses shall be granted the following preference:

- (1) Port Orange business shall be granted up to eight percent (8%) of the available points.
 - (2) Volusia County business shall be granted up to five percent (5%) of the available points.
 - (3) Florida business shall be granted up to three percent (3%) of the available points.
 - (4) Tied bid preference. In case of a tie between a local business and a non-local business, the local business shall prevail. In case of a tie between two or more local businesses, the following order of preference shall control: first priority to Port Orange business, second priority to Volusia County business, and third priority to Florida business.
- (c) Definitions. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Port Orange Business means a business having its headquarters and principal place of business within the City of Port Orange at least twelve (12) months prior to the bid or proposal opening date, as evidenced by a valid business tax receipt or such other documentation, to the City's satisfaction, demonstrating the physical business presence of the firm within the limits of the City of Port Orange.

Volusia County Business means a business having its headquarters and principal place of business within the County of Volusia, and not within the City of Port Orange, at least twelve (12) months prior to the bid or proposal opening date, as evidenced by a valid business tax receipt or such other documentation, to the City's satisfaction, demonstrating the physical business presence of the firm within the limits of Volusia County.

Florida Business means a business having its headquarters and principal place of business within the State of Florida, and not within Volusia County, at least twelve (12) months prior to the bid or proposal opening date, as evidenced by a valid business tax receipt or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within the limits of the State of Florida.

57. **MAINTENANCE**

Maintenance required for equipment Solicitation is preferred to be available in the City of Port Orange by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information form. If the City of Port Orange opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and shall be priced accordingly.

58. **NAME BRANDS**

Specifications may reference name brands and model numbers. It is not the intent of the City of Port Orange to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Vendors may offer items of equal stature and the burden of proof of such stature rests with the Vendor, unless otherwise specified by the City. The City of Port Orange shall act as sole judge in determining equality and acceptability of products offered.

59. **NON-DISCRIMINATION**

There shall be no discrimination as to race, color, religion, gender, age, marital status, national origin, ancestry, and physical or mental disability in the operations conducted under this contract. Included as applicable activities by the contractor under this section are the solicitation for or purchase of goods or services, or the subcontracting of work in performance of this contract.

60. **NON-EXCLUSIVITY OF CONTRACT**

The selected Vendor understands and agrees that any resulting contractual relationship is non-exclusive and the City of Port Orange reserves the right to seek similar or identical services elsewhere if deemed in the best interest of the City of Port Orange.

61. **NON-PERFORMANCE:**

Failure to meet the expected quality of workmanship, schedule, or other criteria agreed upon, shall be considered a default.

In case of default, the City may procure the required services from other sources and hold the Consultant responsible for any excess costs occasioned thereby and may immediately cancel the contract.

62. **NOTICE TO CONTRACTOR**

The employment of unauthorized aliens by any contractor is considered a violation of Section 274A (e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

63. **OPTIONAL CONTRACT USAGE**

As provided in Section 287.042(16), Florida Statutes, State of Florida agencies may purchase from a contract resulting from this solicitation, provided the Department of Management Services, Division of Purchasing, has certified its use to be cost effective and in the best interest of the State. Contractor(s) may sell such commodities or services certified by the Division to State of Florida agencies at the contractor's option.

64. **OTHER AGENCIES**

- (a) All Vendors awarded contracts from this Bid may, upon mutual agreement, permit any municipality or other governmental agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.
- (b) It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency; nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Vendor(s).

65. **PATENTS/COPYRIGHTS**

The successful vendor agrees to indemnify and hold the City harmless from any claim involving patent infringement or copyrights on goods supplied.

66. **PRE-BID CONFERENCE OR PRE-PROPOSAL CONFERENCE**

The Purchasing Manager shall determine if the pre-bid or pre-proposal conference is mandatory and provide the date, time and location in the Solicitation legal advertisement and Solicitation specifications. The conference shall normally be held in the Council Chambers, located on the first floor of City Hall, 1000 City Center Circle, Port Orange, Florida. A site visit may be included and shall immediately follow. Attendance to the pre-bid and pre-proposal conference is normally mandatory. Only Vendors attending a mandatory pre-bid conference will be eligible to submit a Response. The representative of each Vendor shall be an authorized employee of the Vendor and shall sign in accordingly.

67. **PREPARATION OF RESPONSES**

In preparing Responses, the Proposal Form, the Bid Form (when a Bid Bond is permitted as proposal security), Certificate as to Corporate Principal, Public Entity Crimes Statement, Anti-Collusion Statement, and Drug Free Preference Statement must be properly executed in ink.

Upon the prescribed Schedule of Unit Prices, all bid prices shall be typewritten or written in ink, in both words and numerals, in the blank spaces for each item, with the amounts extended if a unit price bid, and all amounts totaled. In the event of any discrepancy between the written amounts and the numerals, the written amounts shall govern and will be considered as the price bid. The sum of the Total Bid as calculated from the individual items, Schedule of Unit Prices, shall equal the Total Price. Except as provided below, bids containing substitutions or combinations of alternates will not be considered unless such substitutions or combinations are specifically authorized by the Proposal. The Vendor shall sign his/her name and give his/her business address in the spaces provided therefore. If the Proposal is made as a partnership, it shall be signed by all partners; if made by a corporation, it shall be signed in the name of the corporation by one of the officers thereof and shall have affixed the seal of the corporation.

68. **POSTPONEMENT / CANCELLATION / WAIVER OF IRREGULARITIES**

The City may, at its sole and absolute discretion, reject any and all, or parts of, Responses; re-advertise the Solicitation for new Responses; postpone or cancel, at any time, the Solicitation process; or waive any irregularities in the Solicitation or in the Responses received as a result of the Solicitation, or to accept that Response which best serves the interest of the City.

69. **PRICING**

The Vendor certifies that prices, terms and conditions in the Response will be firm for acceptance for a period of ninety (90) days from the date of Response opening unless otherwise stated by the City. Responses may not be withdrawn before the expiration of ninety (90) days. Prices shall be firm, with no escalator clauses unless specified by the City. Responses may be withdrawn after ninety (90) days only upon written notification to the City. Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the Pricing/Delivery Information form.

Prices shall be all inclusive: no price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, the Vendor shall indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails. In the event of any discrepancy between the written amounts and the numerals, the written amounts shall govern and will be considered as the price bid.

When submitting Bids/Proposals based on a Lump Sum basis, Vendors shall be required to submit a Schedule of Unit Pricing for each line item listed on the Bid Proposal in order to be considered for award.

70. **PRODUCTS/ESTIMATES:**

Items included on the Bid Form represent the needs of various departments within the City. This is in no way to be construed as the entire or complete list of products to be purchased from the resulting contract.

There is no anticipated dollar volume for this contract and cannot be guaranteed. Items shall be ordered on an as needed, when needed basis. Exact quantities or estimated quantities cannot be predetermined.

71. **PROPRIETY INFORMATION**

Upon receipt by the City, responses to Solicitations, become public records subject to the provisions Florida's state policy on public records, Section 119, Florida Statutes. If you believe that any portion of your response is exempt, you should clearly identify the specific documents for which confidentiality is claimed, and provide specific legal authority of the asserted exemption. Any financial statement that an agency requires a prospective Vendor to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from Section 119.07, Florida Statutes, and Article I, 24(a), Florida Constitution.

72. **PROTECTION**

Precaution shall be exercised at all times for the protection of persons, (including employees) and property. All existing structures, utilities, services, roads, trees, shrubbery, etc. shall be protected against damage or interrupted service at all times by the Vendor during the term of contract, and the Vendor shall be held responsible for any damage to the property occurring by reason of his operation on the property.

73. **PUBLIC ENTITY CRIMES**

In accordance Section 287.133 (2)(a), Florida Statutes: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 Months from the date of being placed on the convicted vendor list.

74. **PUBLIC RECORDS COMPLIANCE**

Contractor shall comply with public records laws as set forth in Section 119, Florida Statutes, and shall specifically:

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

- b. Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

The failure of Contractor to comply with a public records request shall constitute a material breach of the contract.

75. **PUBLIC RECORDS/PUBLIC MEETINGS EXEMPTION STATEMENT**

Section 119.071(1)(c), Florida Statutes: **Any financial statement that an agency requires a prospective Vendor to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. On June 2, 2011, Governor Scott signed HB 7223 into law.** This new legislation amends Florida's Public Records and Sunshine Laws, by expanding "exemptions" applicable to bids, proposals and replies to sealed competitive solicitations, and closes evaluation meetings from the public in certain instances. First, Section 119.071, Florida Statutes was amended to provide that sealed bids, proposals, or replies received by a Florida public agency shall remain exempt from disclosure until an intended decision is announced or until 30 days from the opening, whichever is earlier. This means that Vendors will not be able to procure a copy of their competitor's bids until an intended decision is reached or 30 days has elapsed since the time of the bid opening. The prior version of the law provided for a 10-day exemption. Next, Section 286.0113, Florida Statutes was amended to provide that meetings of persons appointed to evaluate bids or proposals and negotiate contracts shall be closed in certain circumstances. Specifically, portions of such meetings may now be closed to the public during oral presentations made by a vendor, or where a vendor answers questions. In other words, neither Vendors, nor the public will be permitted to sit in on meetings, unless this exemption is waived by the City Council, wherein their competitors are making presentations or discussing their bid or proposal with the committee members. The portions of these meetings must still be recorded and are subject to disclosure at the time of an intended award decision or within 30 days of the bid or proposal opening, whichever is earlier. Portions of the meetings that do not involve presentations, questions and answers, or negotiation strategy or negotiation sessions are still open to the public and competing Vendors, but the new law limits public attendance to portions of such meetings.

76. **PURCHASE ORDER AND DELIVERY**

The successful Vendor shall not deliver products or provide services without a City of Port Orange Purchase Order, signed by an authorized agent of the City of Port Orange. The fastest, most reasonable delivery time shall be indicated by the Vendor. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. INSIDE DELIVERY unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach

which shall be rectified prior to expiration of the time for performance. Failure to rectify within the performance period shall be considered cause to reject future deliveries and cancellation of the contract by City of Port Orange without prejudice to other remedies provided by law. Where delivery times are critical, the City of Port Orange reserves the right to award accordingly.

77. **QUALITY**

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality and highest grade workmanship unless otherwise specified in this bid by the City.

78. **QUESTIONS, INTERPRETATIONS**

Questions regarding interpretation of Responses, Solicitation results or Solicitation awards shall be directed in writing to the Purchasing Division and referenced by the Solicitation number no later than the last day for questions as specified in the Solicitation documents. The City of Port Orange shall not be responsible for oral interpretations given by any City personnel or representative or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

79. **RECORDS/AUDIT**

The Vendor shall maintain records sufficient to document their completion of the scope of services as a public record and as a requirement of the Contract. At all reasonable times, these records, unless exempt or confidential, shall be subject to review, inspection, copy and audit by persons duly authorized by the City. These records shall be kept for a minimum of three (3) years after completion of the Contract and in accordance with the requirements of public records retention as prescribed by general law. Records which relate to any litigation, appeals or settlements of claims arising from performance under this requirement shall be made available until a final disposition has been made of such litigation, appeals, or claims.

80. **RECYCLED MATERIALS**

City of Port Orange encourages the use of products made of recycled materials.

81. **REJECTING OF RESPONSES, REBIDDING**

The City reserves the right to accept or reject any or all Responses or parts of Responses, to waive irregularities and technicalities, and to request re-bids. The City also reserves the right to award the contract on such items the City deems will best serve the interests of the City. The City further reserves the right to award the contract on a "split order" basis, or such combination as shall best serve the interests of the City unless otherwise specified. The City Council shall have the authority to reject any and all Responses. If the lowest and best Response exceeds the budgeted amount and the City Council does not make additional funds available, the purchasing agent with the help of the department head shall have the authority to re-advertise the article or articles for bidding after making sufficient changes in the plans or specifications to bring the cost within the limit of the money available. (Code 1981, § 8-28.)

82. **REQUEST FOR ADDITIONAL INFORMATION**

Prior to the final Solicitation selection, Vendors may be required to submit additional information which the City may deem necessary to further evaluate the Vendor's qualifications to perform under the terms of the Solicitation and subsequent Contract.

83. **REVIEW OF RESPONSES/SUBMISSIONS**

Each Response will be reviewed to determine if the Response is responsive to the submission requirements outlined in the Solicitation. A responsive Response is one which follows the requirements of the Solicitation, includes all required documentation, is submitted in the format outlined in the Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem your Response non-responsive.

84. **RIGHT OF NEGOTIATION RFP/RFSQ/ITN**

The City reserves the right to negotiate with the selected Vendor the exact terms and conditions of the Contract.

85. **RIGHT OF WITHDRAWAL**

A bid, proposal, statement, or reply may not be withdrawn before the expiration of ninety (90) days from the Response due date.

86. **RIGHTS TO SOLICITATION SUBMITTED MATERIAL**

All Responses, inquiries, or correspondence relating to or in reference to a Solicitation, and all reports, charts, and other documentation submitted by Vendors shall become the property of the City when received.

87. **RULES, REGULATIONS AND LICENSING REQUIREMENT**

The Vendor shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Vendors are presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

88. **SAMPLES**

Samples, when requested, must be furnished at, or before, Response opening, (unless otherwise specified), and will be delivered at no charge to the City. If not used and/or destroyed in testing, said sample(s) will, at the Vendor's request, be returned within thirty (30) days after bid award at the Vendor's expense. If requested by the City, samples and/or inspection of like items are to be made available in the central Florida area.

89. **SEPARATION AND DISTRIBUTION**

The Solicitation has been designed for transmittal as a complete document to interested parties. It is recommended that it not be separated; however, it may be reproduced in its entirety as additional distribution might dictate.

The City will utilize Demand Star for distribution of Formal Solicitations at: www.demandstar.com.

90. **SEVERABILITY**

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions

would have been included in these requirements and the specifications as though the invalid portion had been omitted.

91. **SIGNATURE REQUIRED**

All Responses must show the company name and be signed by a company officer or employee who has the authority to bind the company or firm by their signature. UNSIGNED RESPONSES WILL BE REJECTED. All manual signatures must be original - no rubber stamp, photocopy, etc.

92. **SIGNED RESPONSE CONSIDERED AN OFFER**

The signed Response is considered an offer on the part of the Vendor, which offer shall be considered accepted upon approval by the City of Port Orange City Council (if required). The City of Port Orange will issue a purchase order or a letter of authorization to the successful Vendor, as authorization for delivery of the items awarded subject to requirements of detailed specifications and those contained herein. In the event of default on the part of the Vendor after such acceptance, the City may take such action as it deems appropriate including legal action for damages or specific performance.

93. **SILENCE OF SPECIFICATIONS**

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

94. **SOLICITATION FORM COMPLETION, SUBMISSION AND RECEIPT OF RESPONSES**

Unless otherwise specified, Vendors shall use the Solicitation forms supplied by the Purchasing Division. Responses shall be typewritten or handwritten in ink and shall bear the original signature of the Vendor's authorized representative. Responses containing erasures or corrections must be initialed by the Vendor in ink. Responses shall be submitted by mail or hand delivery only. No Response will be accepted by facsimile transmission, e-mail or other electronic delivery. Responses submitted by mail shall be addressed to: David Battaglia, Purchasing Agent, Purchasing Office, a division of the Finance Department, Port Orange City Hall, 1000 City Center, Port Orange, Florida 32129. Responses submitted by hand delivery shall be delivered to: City Clerk, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129. Responses will be accepted until 2:30 p.m. on the date indicated in the Solicitation documents or as addenda issued by the City. One (1) sealed envelope or package shall be submitted. The sealed envelope/package must contain the required forms and price proposals, where applicable, and will be evaluated and deemed responsive or non-responsive. All Responses deemed non-responsive will be returned to the Vendor and will not be opened.

Bids (Envelope/Package) shall contain one (1) original and one (1) digital (Cd or flash drive) version unless otherwise indicated in the legal advertisement and shall be mailed or delivered as set forth in the preceding paragraph in one (1) SEALED ENVELOPE/PACKAGE. The envelope/package shall be clearly marked on the outside to include the bid project name, bid number and name of the Vendor.

95. **STATE LICENSING REQUIREMENTS**

All entities defined under Chapters 607, 608, 617 or 620, Florida Statutes, seeking to do business with the City shall be on file and in good standing with the State of Florida's Department of State. Prior to making an offer, the Vendor shall have met the license, certification, and any other requirements of the state, county, city and/or other agency of authority with jurisdiction in such matters and should provide copies of documentation that evidence such qualifications with the response to the Solicitation; and, that the Vendor shall provide follow-up evidence that the Vendor maintains such credentials throughout the period of the agreement. A copy of a current certificate of authority from the Secretary of State authorizing the Bidder/Responder to do business in the State of Florida, or other evidence of legal authority to do business in the state, county, city and/or any other agency of authority should be provided with your response to the Solicitation. Information concerning certification with the Secretary of State may be obtained at <http://ccfcorp.dos.state.fl.us/index.html>. Contract documents shall be executed by the entity's duly authorized officer as evidence by entity records.

96. **SUBCONTRACTING**

The Vendor will not sub-contract, or enter into any subcontracting agreements pertaining to this contract, without obtaining approval from the City of Port Orange.

97. **SUPPLEMENTAL MATERIALS**

Vendors are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements that the Vendor wishes to include as a condition of the bid must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

98. **TAXES**

The City of Port Orange is exempt from all federal excise, state and local taxes unless otherwise stated in this document. A Tax Exemption Certificate will be furnished upon written request to the City of Port Orange Purchasing Division.

99. **TERM CONTRACTS**

Acceptance by the City of Port Orange of Vendor's offer shall be limited to the terms herein unless expressly agreed in writing by the City. If the contract is intended to cover a specific time period, the term will be given in the bid specifications.

100. **TERMINATION**

The City of Port Orange reserves the right to terminate the contract for default if the Vendor breaches any of the terms therein, including warranties of the Vendor or if the Vendor becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which the City of Port Orange may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to the City's satisfaction and/or to meet all other obligations and requirements. The City may cancel the Contract at any time for breach of contractual obligations by providing the Vendor with a written notice of such cancellation. Should the City exercise its right to cancel the contract for such

reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the Vendor.

101. **TERMINATION - NOTICE**

Either party may cancel the contract at any time after award, unless otherwise specified. The City shall be required to give the vendor notice thirty days prior to the date of cancellation of the contract. The vendor shall be required to give the City written notice (60) sixty days prior to the date of cancellation of the contract. The City of Port Orange may terminate the contract without cause upon thirty (30) days written notice.

102. **TITLE TRANSFER**

Title and Risk of Loss of goods shall not pass to City of Port Orange until City of Port Orange actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 3:00 p.m., Monday through Friday. The Vendor is advised to consult the using department for instructions. The place of delivery shall be specified in the bid specification and/or on the Purchase Order as a "Deliver To:" address.

103. **UNBALANCED BID**

A mathematically unbalanced bid is where a bidder places a high price on some items and a low price on other items in a unit price contract. A bid is materially unbalanced when there is reasonable doubt that acceptance of a mathematically unbalanced bid will result in the lowest overall cost to the City. Unbalanced Bids will be rejected if the prices are deemed materially unbalanced.

104. **USE OF SOLICITATION FORMS**

The Vendor shall complete the appropriate Solicitation Form(s) included in the Solicitation. All blanks on the Solicitation Forms shall be completed. If a question or confirmation is not applicable, it should be answered with an "N/A."

Supplemental information may be attached to the Solicitation Forms. Failure to fully complete the appropriate Solicitation Forms may result in disqualification of the Response.

If additional space for a response is required, attach an additional page to the page on which the question is stated. Clearly identify the number of the question to which the response is attached. Further, if additional Solicitation Form pages are needed, photocopy or replicate as appropriate, and attach such additional pages to the page on which the question or chart is stated.

The signature of the Authorized Person or Entity must be that of an officer, partner or a sole proprietor of the entity making the Response. The original Response, and each copy submitted, shall contain an original signature on the Vendor's Acknowledgement Form contained in each Solicitation.

105. **VARIANCES**

For purposes of Response evaluation, Vendors must indicate any variances, no matter how slight, contained in the Response. No variations or exceptions by a Vendor will be considered or deemed a part of the Response submitted unless such variances or exceptions are listed in the Response and referenced in the space provided on the Response pages. If variances are not stated, or

referenced as required, it will be assumed that the product or service complies with the City's terms, conditions and specifications. By receiving a Response, the City does not necessarily accept any variances contained in the Response. All variances submitted are subject to review and approval by the City. If any Response contains material variances that, in the City's sole opinion, make that Response conditional in nature, the City reserves the right to reject the Response or part of the Response that is declared, by the City, as conditional.

106. **VENDOR'S PRODUCT OR SERVICES**

The Vendor's product (if applicable) delivered to the City shall be free of all liens, claims or encumbrances, and the vendor warrants that it has a clear title to the product being delivered.

- a. If the Vendor is contracted to provide services, such services shall be fully satisfactory to the City as determined by the City.
- b. The Vendor shall provide the City with any data, reports or other information as required and requested by the City to enable it to utilize the product or service furnished by the Vendor.
- c. In furnishing the service or product to the City, the Vendor shall comply with all federal, state, county laws, and city rules, regulations and codes and their successors or amendments. Violation of such laws, rules, regulations and codes may be grounds for delaying or reducing the amount due, or in rescinding the contract, Contract, proposal or quote.

107. **WAIVER OF IRREGULARITIES**

The City of Port Orange reserves the right to waive and/or reject any non-substantial irregularity in Responses received whenever such waiver or rejection is in the best interest of the City and/or it does not meet the minimum requirements set forth. All reasonably responsive Responses will be considered. However, the City reserves the right to waive formalities or informalities in Responses, to reject, with or without cause, any or all Responses or portions of Responses, or to interview or not interview individual Vendors, and to accept any Responses or portions of Responses deemed to be in the best interest of the City. The city council shall grant the City Manager to waive any and all non-substantial irregularities in any and all formal Solicitations. (Code 1981, § 8-29; Ord. No. 2015-17, § 1, 5-19-2015)

108. **WARRANTIES**

Vendors shall furnish all data pertinent to warranties or guarantees which may apply to items in the Response. Vendors may not limit or exclude any implied warranties. The Vendor warrants that product sold to the City shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, City of Port Orange may return the product for correction or replacement at the Vendor's expense. If the Vendor fails to make the appropriate correction within a reasonable time, City of Port Orange may correct at the Vendor's expense.

SECTION 6 – SPECIAL CONDITIONS

PERIOD OF OFFER VALIDITY:

Bids offered in this ITB must remain firm for a period of ninety (90) days from the ITB opening date.

AWARD: Award will be made to the lowest, responsive, responsible bidder.

CONTRACT TERM / COMPLETION TIME:

The term of the contract shall be from the notice to proceed in the form of a purchase order issuance. Delivery of vehicle shall be completed within 14 days.

NOTICE: The City reserves the right to consider cooperative contracts, federal, state municipal etc.; in the evaluation process. If in the City's best interest, the City may utilize a cooperative contract in lieu of making an award.

[Remainder of this page left intentionally blank]





SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

- ☒ Form 7.2 – Vendor’s Acknowledgement
- ☒ Form 7.3 – Addendum and Change Order Procedure Acknowledgement
- ☒ Form 7.4 – Drug Free/Tie Preference Statement
- ☒ Form 7.5 – Public Entity Crimes Statement
- ☒ Form 7.6 – Affidavit of Anti-Collusion
- ☒ Form 7.7 – Local Business Affidavit of Eligibility
- ☒ Attachment 1 – Bid Proposal
- ☒ Vehicle Maintenance Records
- ☒ Submission of one (1) original marked “ORIGINAL” and one (1) digital (CD or flash drive) version in PDF format.

BY: Ten-8 Fire Equipment, Inc.
Name of Business
Wayne A. Stuewe
Authorized Signature
10/19/2018
Date

This document must be completed and returned with your Submittal

FORM 7.2 – VENDOR’S ACKNOWLEDGEMENT FORM

I have carefully examined the Invitation to Bid (ITB), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Invitation to Bid at the prices or rates as finally negotiated. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City of Port Orange adequate time to evaluate the proposed bid. Furthermore, I agree to abide by all conditions of the Invitation to Bid.

I certify that all information contained in this Bid is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this Bid on behalf of the Vendor / Contractor as its act and deed and that the Vendor / Contractor is ready, willing and able to perform if awarded the contract.

I further certify that this Bid is made without prior understanding, Contract, connection, discussion, or collusion with any person, firm or corporation submitting a Bid for the same product or service; no officer, employee or agent of the City of Port Orange City Council or of any other Vendor interested in said ITB; and that the undersigned executed this Vendor’s Acknowledgement with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the ITB.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the “work” will be performed in strict accordance with such requirements, and understands that any exceptions to the requirements of the specifications and documents may render the Bid non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE BID IS SUBMITTED:

Please check one: ☒ I take NO exceptions. ☐ Exceptions (list below; add additional pages if necessary):

Ten-8 Fire Equipment, Inc.

NAME OF BUSINESS

Wayne A. Stowell

AUTHORIZED SIGNATURE

Wayne A. Stowell, Representative

NAME, TITLE, TYPED

59-2812764

FEDERAL IDENTIFICATION #

2904 59th Avenue Drive E

MAILING ADDRESS

Bradenton, FL 34203

CITY, STATE & ZIP CODE

800-228-8368 / 941-756-2598

TELEPHONE NUMBER / FAX NUMBER

Wstowell@ten8fire.com

E-MAIL ADDRESS

STATE OF Florida COUNTY OF Manatee

The foregoing instrument was acknowledged before me this day of October 19, 2018 by Wayne A. Stowell, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires: 5/28/2022

Karen J. Transue
Notary Public

This document must be completed and returned with your Submittal



KAREN J TRANSUE
Commission # GG 180057
Expires May 28, 2022
Bonded Thru Budget Notary Services

FORM 7.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined the Invitation to Bid (ITB), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation to Bid.

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the bid proposal.

Addendum # 1 Date: 9/28/2018 Addendum # _____ Date: _____

Addendum # 2 Date: 10/9/2018 Addendum # _____ Date: _____

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

If awarded the Contract for this Solicitation, I acknowledge that no oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

I acknowledge the following statement regarding Change Orders to the awarded Contract:

"The Successful Contractor is responsible for giving the City of Port Orange, prior to the Contract expiration date, at least forty-five (45) calendar days' advance notice for any anticipated changes in price greater than \$25,000.00, time and/or scope of the awarded Contract. The Contractor shall not continue to provide services past the Contract expiration date unless approved by a written Change Order Notice from the City."

Ten-8 Fire Equipment, Inc.

Name of Business

By: Wayne A. Stowell

Printed Name: Wayne A. Stowell

Title: Representative

STATE OF Florida

COUNTY OF Manatee

Sworn to (or affirmed) and subscribed before me this 19th day of October, 2018, by Wayne A. Stowell, as Representative of

Ten-8 Fire Equipment, Inc and who:
(NAME) (TITLE) (NAME OF ORGANIZATION)

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

Karen J. Transue
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal



KAREN J TRANSUE
Commission # GG 180057
Expires May 28, 2022
Bonded thru Budget Notary Services

FORM 7.4 – DRUG FREE PREFERENCE STATEMENT

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, statements, or replies that are equal with respect to price, quality, and service are received by the city for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

Tetn-8 Fire Equipment, Inc.
Name of Business
By: Wayne A. Stowell
Printed Name: Wayne A. Stowell
Title: Representative

STATE OF Florida
COUNTY OF Manatee

Sworn to (or affirmed) and subscribed before me this 19th day of October, 2018, by
Wayne A. Stowell, as Representative of
(NAME) (TITLE)
Tetn-8 Fire Equipment, Inc and who:
(NAME OF ORGANIZATION)

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

This document must be completed and returned with your Submittal

Karen J. Transue
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:



KAREN J TRANSUE
Commission # **GG 180057**
Expires **May 28, 2022**
Bonded Thru Budget Notary Services

FORM 7.5 – SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES
(To be signed in the presence of notary public or other officer authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant Wayne A. Stowell, who, being by me first duly sworn, made the following statement:

1. The business address of Tten-8 Fire Equipment, Inc. (name of Offeror or business) is 2904 59th Avenue Drive East, Bradenton, FL 34203
2. My relationship to Ten-8 Fire Equipment, Inc (name of Offeror or business) is Representative (relationship such as sole proprietor, partner, president, vice president).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
7. ~~There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____.~~ A copy of the order of the Division of Administrative Hearings is attached to this statement. (Draw a line through paragraph 7 if paragraph 6 above applies.)

Ten-8 Fire Equipment, Inc.

Name of Business

By: Wayne A. Stowell

Printed Name: Wayne A. Stowell

Title: Representative

STATE OF Florida

COUNTY OF Manatee

Sworn to (or affirmed) and subscribed before me this 19th day of October, 2018, by Wayne A. Stowell, as Representative of Ten-8 Fire Equipment, Inc. and who:

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

This document must be completed and returned with your Submittal

Karen J. Transue

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:



KAREN J TRANSUE
Commission # GG 180057
Expires May 28, 2022
Bonded Thru Budget Notary Services

FORM 7.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT BID FORM:

By signing this form, the Proposer agrees that this Bid is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a bid for the same purpose and that the bid is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned Bids will be considered incomplete, and will be disqualified, and rejected.

IT IS AGREED BY THE UNDERSIGNED VENDOR THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE VENDORS ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE VENDORS AND THE CITY OF PORT ORANGE.

NAME OF FIRM: Ten-8 Fire Equipment, Inc.

SIGNED BY: Wayne A. Stowell
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

PRINTED SIGNATURE: Wayne A. Stowell

TITLE: Representative

ADDRESS: 2904 59th Avenue Drive East

CITY: Bradenton STATE: FL ZIP CODE: 34203

TELEPHONE: _____ FAX: 800-228-8368 / 941-756-2598

COMPLETION TIME: Forty-Five (45) days after receipt of purchase order

F.E.I.N. NUMBER: 59-2812764

NO Bid may be withdrawn for a period of ninety (90) days subsequent to the submittal of the Bids, without the consent of the City of Port Orange.

NO BID (REASON): N/A

This document must be completed and returned with your Submittal

FORM 7.7 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

This declaration is executed under penalty of perjury of the laws to the United States and State of Florida

THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:

RFSQ/RFP/ITN/BID/CONTRACT/PROJECT # (as applicable): ITB #18-33

BUSINESS NAME: Ten-8 Fire Equipment, Inc.

CONTACT PERSON/TITLE: Wayne A. Stowell/Representative

MAILING ADDRESS: 2904 59th Avenue Drive East

CITY-STATE-ZIP: Bradenton, FL 34203

Length of Time at Address Provided: 31 years

Physical Presence of Business: ☒ Headquarters, ☐ Manufacturing Facility, or ☐ Locally Owned Franchise

And within Legal Boundaries: ☐ The City of Port Orange ☐ Volusia County ☒ The State of Florida

FEIN (Federal Employer Identification Number): 59-2812764

BUSINESS STRUCTURE: ☒ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship
☐ Other (Specify): _____

PHONE NUMBER: 800-228-8368

FAX: 941-756-2598

EMAIL: Wstowell@ten8fire.com

****Please attach a valid business tax receipt, or other such documentation****

ATTESTATION – I understand that:

- In accordance with City Of Port Orange City Code 2-275, local businesses shall have five (5) business days from bid/proposal opening to submit a best and final bid for evaluation. To qualify: A Port Orange business initial bid must be within (8%) of the lowest and best responsible bid from a non-Port Orange business; A Volusia County business initial bid must be within (5%) of the lowest and best responsible bid from a non-Volusia County business; A State of Florida business initial bid must be within (3%) of the lowest and best responsible bid from a non-State of Florida business.
- A local business must have its headquarters, manufacturing facility, or locally owned franchise located within the legal boundaries of the City of Port Orange, Volusia County, or the State of Florida, as indicated herein, for at least twelve (12) months prior to the bid or proposal opening date and a valid business license, issued by the corresponding government agency. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. Bidders shall attach to this affidavit of eligibility with a bid or proposal, a copy of a valid business tax receipt or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within corresponding local limits.
- The preference does not apply to goods or services exempted by statute or prohibited by Federal law, State law, or other funding source restrictions.
- The preference established in this policy does not prohibit the right of the City, or other authorized purchasing authority, to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals.
- The information contained herein may be subject to verification.
- A vendor who misrepresents the local preference status of its firm in a proposal or bid submitted to the City of Port Orange will lose the privilege to claim local preference status, and shall lose eligibility to claim local preference for a period of one (1) year. The City Manager may also recommend that the firm be referred for debarment.

BEFORE ME; the undersigned authority, in and for the State of Florida and the City of Port Orange personally appeared Wayne A. Stowell who, after being sworn according to law, stated that he or she was authorized to represent Ten-8 Fire Equipment, Inc. and to execute this affidavit on behalf of the said Business Entity and attests, under penalty of perjury, to the above.

(Form 7.7 – Local Business Affidavit of Eligibility – Page 2)

SWORN AND SUBSCRIBED BEFORE ME

Karen J. Transue
SIGNATURE OF NOTARY PUBLIC

THIS 19th DAY OF October, 20 18

My Commission Expires: 5/28/2022

Wayne A. Stowell
SIGNATURE OF AFFIANT DATE

Wayne A. Stowell / Representative
PRINTED NAME OF AFFIANT / TITLE

Ten-8 Fire Equipment, Inc.
COMPANY

NOTARY SEAL



KAREN J TRANSUE
Commission # GG 180057
Expires May 28, 2022
Bonded Thru Budget Notary Services

This document must be completed and returned with your Submittal

LICENSE CERTIFICATE

STATE OF FLORIDA
DEPARTMENT OF HIGHWAY SAFETY AND
MOTOR VEHICLES
DIVISION OF MOTORIST SERVICES

TEN 8 FIRE EQUIPMENT INC
2904 59TH AVENUE DR E
BRADENTON, FL 34203-5312

License

FOR A DEALER IN FRANCHISED
MOTOR VEHICLES

LICENSE NUMBER
VF/1001939/1

PRIMARY LOT

EFFECTIVE DATE

12/05/2017

EXPIRATION DATE

12/31/2018

THIS CERTIFIES, THAT

TEN 8 FIRE EQUIPMENT INC

AT 2904 59TH AVE DR E
BRADENTON, FL 34203

IS HEREBY LICENSED UNDER THE PROVISIONS OF SECTION

320.27, FLORIDA STATUTES TO CONDUCT AND CARRY ON BUSINESS AS
A DEALER IN FRANCHISED MOTOR VEHICLES AT THE ABOVE DESCRIBED
LOCATION

GIVEN UNDER MY HAND AND SEAL THE ABOVE DATE WRITTEN.

Julie W. Gentry

BUREAU CHIEF



Robert R. Kynoch

DIRECTOR

HSMV 84103 (REV. 2/11)8

STATE OF FLORIDA

VOID
IF
ALTERED

VOID
IF
ALTERED



CITY OF PORT ORANGE

PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5718
FAX 386-506-5711
purchdiv@port-orange.org

ADDENDUM NO. # 1 **September 28, 2018**

ITB #18-33 TYPE 1 RESCUE AMBULANCE PURCHASE

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated September 4, 2018 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:

There have been changes to the specifications and as a result, a new Bid form has been uploaded to DemandStar, The City Website and attached to this addendum. We would like to delete all reference to any Ferno brand products in the specifications. The Fire Department will not be using the Ferno cot or retention system.

Bidders are instructed to provide a base price for the ambulance only.

There will be separate alternate line items for the following:

- A manual Stryker cot with the following options; IV pole, O2 bottle holder, XPS sides and steering locks as available with the model.
- A powered Stryker cot with the following options; IV pole, O2 bottle holder, XPS sides and steering locks as available with the model.
- Stryker Performance load retention system.
- Stryker Power load retention system.

In all other respects, except as specifically stated herein, the subject ITB #18-33 remains unchanged.

END OF ADDENDUM NO. #1

Maintenance records (Oil Changes)

1. Landmark Dodge, Morrow, Georgia

Invoice #R590176 Odometer 5,826 miles

2. RPM Auto LLC, Newberry, Florida

Invoice #55838 Odometer 13708 miles

Osage Ambulance Demo 2016 Ram – 4500- 6.7L Cummins

VIN 3C7WRKCL4GG251615



IN SERVICE TO SERVE YOU

TEN-8 FIRE EQUIPMENT, INC.
2904 59TH AVENUE DRIVE EAST
BRADENTON, FL 34203
Phone No. 800-228-8368
Fax No. 941-756-2598

Invoice To :
TEN-8 FIRE EQUIPMENT
2904 59TH AVENUE DRIVE E
BRADENTON, FL 34203

Service Invoice

Page 1

Invoice No. SVI3113
Svc. Order No. SVT0000119325
Order Date 10/12/18
Posting Date : 10/19/2018
Due Date : 11/18/2018

Customer Id TEN-8
PO No. : INTERNAL AMBULANCE
Equip. Id. : J2406
3C7WRKCL4GG2S1615
Veh. Miles : 17850
Veh. Hrs. : 0
Approved : NA

Complaint 1 : PM ENGINE SERVICE

Resolution PERFORM ENGINE SERVICE

Service Lines

Type	No.	Description	Qty	Unit Price	Amount	Disc %	Disc. Amt.	Net Amount
Item	TPH-LFP780	FILTER, OIL	1.00	5.43	5.43	0.00	0.00	5.43
Item	TPH-L6806F	FILTER, FUEL	1.00	31.83	31.83	0.00	0.00	31.83
Item	TPH-BF46031	FILTER, FUEL W/SENSOR PLUG	1.00	44.50	44.50	0.00	0.00	44.50
Item	OIL-15W40 DRUM	OIL, DRUM 15W40	12.00	2.95	35.42	0.00	0.00	35.42
Resource	DESANTIS	PM SERVICE	2.50	115.00	287.50	0.00	0.00	287.50
G/L	30500	Shop Supplies	1.00	23.00	23.00	0.00	0.00	23.00
Total					427.68		0.00	427.68

Complaint 2 : ROTATE TIRES

Resolution REMOVED AND ROTATE TIRES, INSTALL AND TORQUE WHEELS

Service Lines

Type	No.	Description	Qty	Unit Price	Amount	Disc %	Disc. Amt.	Net Amount
Resource	DESANTIS	ROTATE TIRES	2.50	115.00	287.50	0.00	0.00	287.50
G/L	30500	Shop Supplies	1.00	23.00	23.00	0.00	0.00	23.00
Total					310.50		0.00	310.50

Remit To : TEN-8 FIRE EQUIPMENT, INC.
2904 59TH AVENUE DRIVE EAST
Bradenton, FL 34203

Total Amount \$ 738.18
Discount \$ 0.00
Taxes \$ 0.00
Balance Due \$ 738.18





ATTACHMENT 1 BID PROPOSAL SCHEDULE OF UNIT PRICING
BID FORM REVISED PER ADDENDUM NO.1
CITY OF PORT ORANGE
TYPE 1 RESCUE AMBULANCE

ITB # 18-33

Completed Exhibit 1 Bid Proposal form **MUST** be included with Bid Submission

Instruction to save Attachment from DemandStar website: Perform "File Save As" and save spreadsheet to your computer.

Fill in pricing in highlighted green cells, preferably electronically.

Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.

NAME OF BUSINESS: Ten-8 Fire Equipment, Inc.
CONTACT PERSON: Wayne A. Stowell
EMAIL ADDRESS: Wstowell@ten8fire.com
AUTHORIZED SIGNATURE: *Wayne A. Stowell*

MAKE:	Osage Ambulance	COLOR:	White	
MODEL:	Super Warrior w/ Ram 4500 Chassis	VIN/SERIAL:	3C7WRKCL4GG251615	
YEAR:	2016	MILEAGE:	17,856	
HOURS WORKED:	New Demo Ambulance	ENGINE SPECS:	6.7L Cummins Diesel	
ITEM #	DESCRIPTION	QTY	UNIT	UNIT COST DELIVERED
1	TYPE 1 RESCUE AMBULANCE PER SPECIFICATIONS	1	EA.	\$ 147,554.00 -
TOTAL BASE BID				\$ -
Alternate NO.1	Manual Stryker cot with the following options; IV pole, O2 bottle holder, XPS sides and steering locks as available with the model.	1	EA.	\$ 10,957.50 -
Alternate NO.2	A powered Stryker cot with the following options; IV pole, O2 bottle holder, XPS sides and steering locks as available with the model.	1	EA.	\$ 14,081.24 -
Alternate NO.3	Stryker Performance Load retention system.	1	EA.	\$ 4,937.10 -
Alternate NO.4	Stryker Power load retention system.	1	EA.	\$ 19,826.80 -
WARRANTY PARTS & LABOR:				See attachment
VEHICLE MAINTENANCE RECORDS MUST BE SUBMITTED WITH BID				



CITY OF PORT ORANGE

PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5718
FAX 386-506-5711
purchdiv@port-orange.org

ADDENDUM NO. # 2

October 9, 2018

ITB #18-33 TYPE 1 RESCUE AMBULANCE PURCHASE

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated September 4, 2018 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. QUESTIONS & ANSWERS:

1. Will we be allowed to bid alternate quotes?

Answer: Yes, we will review exceptions for acceptability and multiple bids on different ambulances from the same vendor.

2. Do you require an inverter in the unit?

Answer: Yes.

3. Do you require the unit to have a manual or auto-eject shoreline?

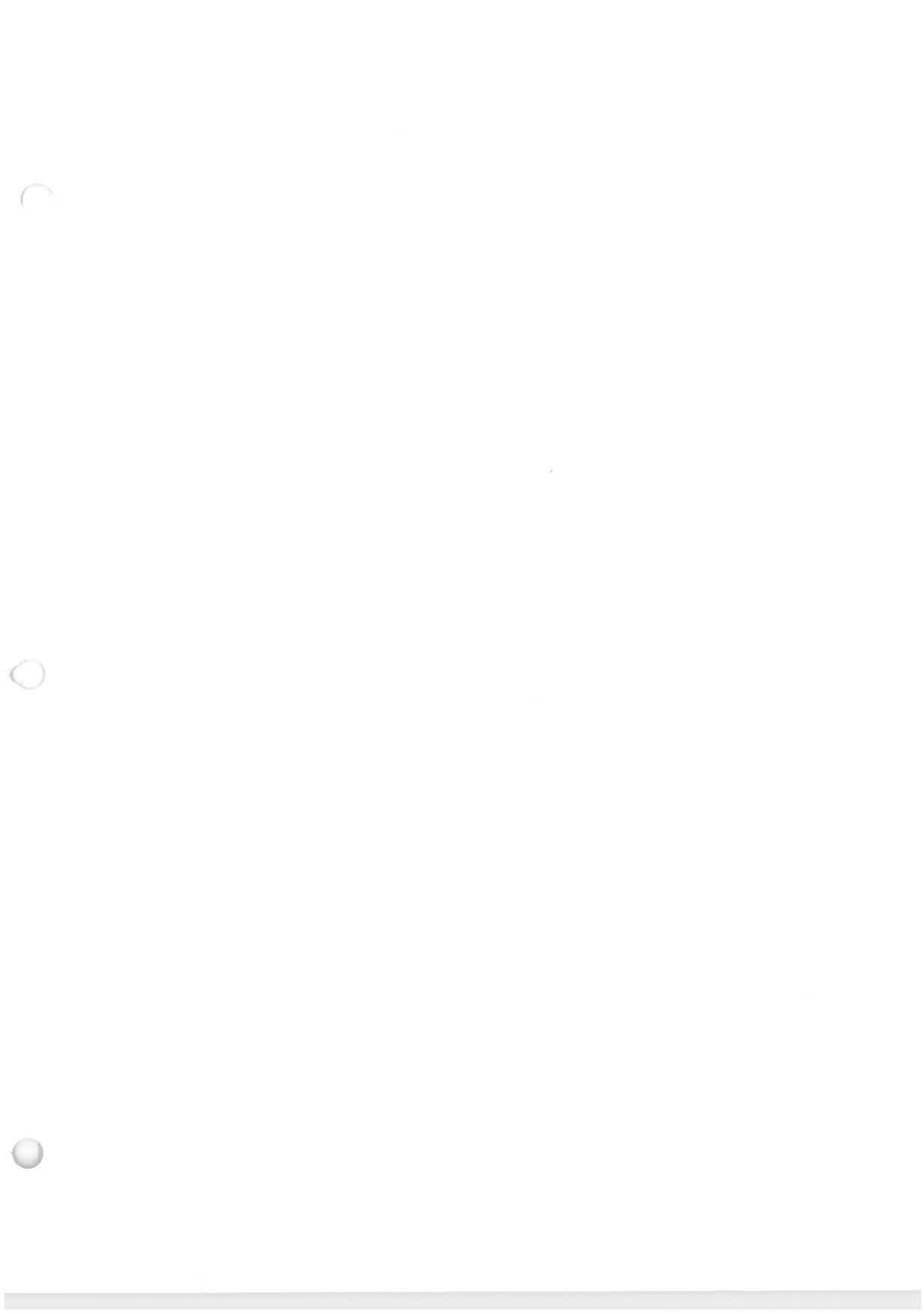
Answer: Auto-eject shoreline.

4. If graphics are to be included in the quote, we will need pictures of all four-sides of the design you want quoted. We will also need to know whether reflective or non-reflective material for the main graphics. If also wanting chevrons on the rear, we will need to know whether to quote 3M Plain Reflective stripes (stock #680), or 3M DOT Reflective stripes (stock #983).

Answer: Graphics will be outsourced post-purchase and delivery by a third-party vendor. If the vendor offers this service, we may encourage them to provide a quote (post-purchase) after a conceptual design is created and accepted by POFR.

In all other respects, except as specifically stated herein, the subject ITB #18-33 remains unchanged.

END OF ADDENDUM NO. #2





Comprehensive Quotation

Sales Account Manager
TODD TAYLOR
todd.taylor@stryker.com
Cell: 407-415-5058

Remit to:
Stryker Medical
P.O. Box 93308
Chicago, IL 60673-3308

End User Shipping Address
1063711
TEN 8 FIRE EQUIP INC
2904 59TH AVE DR E
BRADENTON, FL 34203-5312

Shipping Address
1063711
TEN 8 FIRE EQUIP INC
2904 59TH AVE DR E
BRADENTON, FL 34203-5312

Billing Address
1063711
TEN 8 FIRE EQUIP INC
2904 59TH AVE DR E
BRADENTON, FL 34203-5312

Customer Contact	Ref Number	Date	PO Number	Reference Field	Quote Type
	6874244	10/08/2018	QUOTE		DEMO UNIT

Line #	Quantity	Item Description	Part #	Unit Price	Extended Price	Item Comments
1.00	1	Performance-PRO	6086000000	\$10,957.50	\$10,957.50	
		Options				
	1	Performance-PRO	6086000000	\$10,957.50	\$10,957.50	
	1	Dual Wheel Lock	6086602010			
	1	PR Cot Retaining Post	6085033000			
	1	6086 PERFORMANCE-LOAD OPTION	6086034001			
	1	Equipment Hook	6500147000			
	1	Performance Pro Std Components	6086026000			
	1	XPS OPTION	6086032000			
	1	X-RESTRAINT PACKAGE	6500001430			
	1	Trendelenburg	6085031000			
	1	Fowler O2 Bottle Holder	6500241000			
	1	J Hook	6092036018			
	1	DOM SHIP (NOT HI. AK, PR, GM)	0054030000			
	1	No Runner/HE O2	0054200994			
	1	XPS Knee Gatch Bolster Matress	6500003130			
	1	No HE Section O2 Bottle	6506036000			
	1	RT Handel Release	6086030000			
	1	1 year parts, labor & travel	7777881660			
	1	Domestic Manual	6086600000			
	1	3 Yr X-Frame Warranty	7777881673			
	1	3 Stage IV Pole PR Option	6500315000			
2.00	1	PERFORMANCELOAD W/CHARGE,PLATE	6392000001	\$4,937.10	\$4,937.10	
		Options				
	1	PERFORMANCELOAD W/CHARGE,PLATE	6392000001	\$4,937.10	\$4,937.10	
	1	STANDARD COMPONENTS	6392026000			
	1	LABEL 6392-00G-001 SPEC	6392001901			
	1	INDUCTIVE CHARGING OPTION	6392001015			
	1	FLOOR PLATE ASSY KIT	6390700001			
	1	PERFORMANCE LOAD OPS MANUAL	6392009001			
	1	1 year parts, labor & travel	7777881660			

Note:
DEMO unit pricing for Port Orange Fire Rescue.

Product Total	\$15,894.60
Freight	\$0.00
Tax	\$0.00
Total	\$15,894.60



Comprehensive Quotation

Sales Account Manager
TODD TAYLOR
todd.taylor@stryker.com
Cell: 407-415-5058

Remit to:
Stryker Medical
P.O. Box 93308
Chicago, IL 60673-3308

End User Shipping Address
1063711
TEN 8 FIRE EQUIP INC
2904 59TH AVE DR E
BRADENTON, FL 34203-5312

Shipping Address
1063711
TEN 8 FIRE EQUIP INC
2904 59TH AVE DR E
BRADENTON, FL 34203-5312

Billing Address
1063711
TEN 8 FIRE EQUIP INC
2904 59TH AVE DR E
BRADENTON, FL 34203-5312

Customer Contact	Ref Number	Date	PO Number	Reference Field	Quote Type
	6874239	10/08/2018	QUOTE		DEMO UNIT

Line #	Quantity	Item Description	Part #	Unit Price	Extended Price	Item Comments
1.00	1	Power-PRO XT	6506000000	\$14,081.24	\$14,081.24	
		Options				
	1	Power-PRO XT	6506000000	\$14,081.24	\$14,081.24	
	1	Dual Wheel Lock	6086602010			
	1	PR Cot Retaining Post	6085033000			
	1	Power Pro Standard Components	6506026000			
	1	XPS Option	6506040000			
	1	No Runner/HE O2	0054200994			
	1	Equipment Hook	6500147000			
	1	6506 PERFORMANCE-LOAD OPTION	6506034001			
	1	Trendelenburg	6085031000			
	1	No HE Section O2 Bottle	6506036000			
	1	Fowler O2 Bottle Holder	6500241000			
	1	English Manual	6506600000			
	1	12GV AC SMRT Charging Kit	6500028000			
	1	J Hook	6092036018			
	1	XPS Knee Gatch Bolster Matress	6506003130			
	1	Steer Lock Option	6506038000			
	1	3 YR X-Frame Powertrain Wnty	7777881669			
	1	2 Yr Bumper to Bumper Warranty	7777881670			
	1	DOM SHIP (NOT HI, AK, PR, GM)	0054030000			
	1	3 Stage IV Pole PR Option	6500315000			
	1	X-RESTRAINT PACKAGE	6500001430			
	1	STANDARD FOWLER	6506012003			
2.00	1	PERFORMANCELOAD W/CHARGE PLATE	6392000001	\$4,937.10	\$4,937.10	
		Options				
	1	PERFORMANCELOAD W/CHARGE PLATE	6392000001	\$4,937.10	\$4,937.10	
	1	STANDARD COMPONENTS	6392026000			
	1	LABEL, 6392-000-001 SPEC	6392001901			
	1	INDUCTIVE CHARGING OPTION	6392001015			
	1	FLOOR PLATE ASSY KIT	6390700001			
	1	PERFORMANCE LOAD OPS MANUAL	6392009001			
	1	1 year parts, labor & travel	7777881660			



Comprehensive Quotation

Sales Account Manager
TODD TAYLOR
todd.taylor@stryker.com
Cell: 407-415-5058

Remit to:
Stryker Medical
P.O. Box 93308
Chicago, IL 60673-3308

End User Shipping Address
1063711
TEN 8 FIRE EQUIP INC
2904 59TH AVE DR E
BRADENTON, FL 34203-5312

Shipping Address
1063711
TEN 8 FIRE EQUIP INC
2904 59TH AVE DR E
BRADENTON, FL 34203-5312

Billing Address
1063711
TEN 8 FIRE EQUIP INC
2904 59TH AVE DR E
BRADENTON, FL 34203-5312

Customer Contact	Ref Number	Date	PO Number	Reference Field	Quote Type
	6874298	10/08/2018	QUOTE		DEMO UNIT

Line #	Quantity	Item Description	Part #	Unit Price	Extended Price	Item Comments
1.00	1	Performance-PRO	6086000000	\$10,957.50	\$10,957.50	
		Options				
	1	Performance-PRO	6086000000	\$10,957.50	\$10,957.50	
	1	Dual Wheel Lock	608602010			
	1	PR Cot Retaining Post	6085033000			
	1	Power Load Compatible	6086055000			
	1	Equipment Hook	6500147000			
	1	Performance Pro Std Components	6086026000			
	1	XPS OPTION	6086032000			
	1	G-RATED RESTRAINT PACKAGE	6500020300			
	1	Trendelenburg	6085031000			
	1	Fowler O2 Bottle Holder	6500241000			
	1	J Hook	6092036018			
	1	DOM SHIP (NOT HI, AK, PR, GM)	0054030000			
	1	No Runner/HE O2	0054200994			
	1	XPS Knee Gatch Bolster Matress	6500003130			
	1	No HE Section O2 Bottle	6506036000			
	1	RT Handel Release	6086030000			
	1	1 year parts, labor & travel	7777881660			
	1	Domestic Manual	6086600000			
	1	3 Yr X-Frame Warranty	7777881673			
	1	3 Stage IV Pole PR Option	6500315000			
2.00	1	PowerLOAD	6390000000	\$19,826.80	\$19,826.80	
		Options				
	1	PowerLOAD	6390000000	\$19,826.80	\$19,826.80	
	1	Standard Comp 6390 Power Load	6390026000			
	1	English Manual	6390600000			
	1	1 year parts, labor & travel	7777881660			
	1	UNIVERSAL FLOORPLATE OPTION	6390028000			
	1	ONE PER UNIT MANUAL, ENG OPT	6390020000			

Note:
DEMO unit pricing for Port Orange Fire Rescue.

Product Total	\$30,784.30
Freight	\$0.00
Tax	\$0.00
Total	\$30,784.30

Signature: _____ Title/Position: _____ Date: _____



Comprehensive Quotation

Sales Account Manager
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todd.taylor@stryker.com
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BRADENTON, FL 34203-5312

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2904 58TH AVE DR E
BRADENTON, FL 34203-5312

Billing Address
1063711
TEN 8 FIRE EQUIP INC
2904 58TH AVE DR E
BRADENTON, FL 34203-5312

Customer Contact	Ref Number	Date	PO Number	Reference Field	Quote Type
	6874303	10/08/2018	QUOTE		DEMO UNIT

Line #	Quantity	Item Description	Part #	Unit Price	Extended Price	Item Comments
1.00	1	Power-PRO XT	6506000000	\$14,081.24	\$14,081.24	
		Options				
	1	Power-PRO XT	6506000000	\$14,081.24	\$14,081.24	
	1	Dual Wheel Lock	6086802010			
	1	PR Cot Retaining Post	6085033000			
	1	Power Pro Standard Components	6506026000			
	1	XPS Option	6506040000			
	1	No Runner/HE O2	0054200994			
	1	Equipment Hook	6500147000			
	1	Power-LOAD Compatible Option	6506127000			
	1	Trendelenburg	6085031000			
	1	No HE Section O2 Bottle	6506036000			
	1	Fowler O2 Bottle Holder	6500241000			
	1	English Manual	6506800000			
	1	120V AC SMRT Charging Kit	6500028000			
	1	J Hook	6092036018			
	1	XPS Knee Gatch Bolster Matress	6500003130			
	1	Steer Lock Option	6506038000			
	1	3 YR X-Frame Powertrain Wnty	7777881689			
	1	2 Yr Bumper to Bumper Warranty	7777881670			
	1	DOM SHIP (NOT HL, AK, PR, GM)	0054030000			
	1	3 Stage IV Pole PR Option	6500315000			
	1	X-RESTRAINT PACKAGE	6500001430			
	1	STANDARD FOWLER	6506012003			
2.00	1	PowerLOAD	6390000000	\$19,826.80	\$19,826.80	
		Options				
	1	PowerLOAD	6390000000	\$19,826.80	\$19,826.80	
	1	Standard Comp 6390 Power Load	6390026000			
	1	English Manual	6390600000			
	1	1 year parts, labor & travel	7777881660			
	1	UNIVERSAL FLOORPLATE OPTION	6390028000			
	1	ONE PER UNIT MANUAL ENG OPT	6390020000			

Osage Ambulances



TYPE I FREIGHTLINER



TYPE III SUPER-WARRIOR G4500



TYPE I SUPER-WARRIOR DODGE RAM



TYPE I WARRIOR F450



TYPE I WARRIOR F450

*Custom Built
For
America's Finest
with Osage Pride in
the Heart of America*

Osage Industries, Inc., 194 County Road 302
P.O. Box 718, Linn, MO 65051
Ofc 573-897-3634 • Fax 573-897-3113





2016 RAM 4500 OSAGE "2168 SUPER WARRIOR" TYPE I

STANDARD FEATURES

- **MEMBER AMD** •
- **CERTIFIED KKK-1822-F** •

CHASSIS

- 2016 Dodge 4500 w/ AH2 Amb Prep Pkg
- 192.5" Wheel Base w/ Dual Rear Wheels
- GVWR: 16,500 LBS
- 6.7 L I6 Cummins Turbo Diesel with Block Heater Wired To Shoreline
- Engine Hour Meter
- Voltage Monitoring Auto Idle Up System
- Aisin 6-Speed Automatic Transmission With Tow/Haul mode
- 4-Wheel Disc Brakes w/ ABS
- Stainless Steel Wheel Inserts
- Aluminum Diamond Plate Running Boards
- Rear Mud Flaps
- Dual Air Bags
- Dodge SLT Trim Package
- Dual Map Lights
- Tilt Steering Wheel & Cruise Control
- Electric Windows & Door Locks
- Keyless Remote Entry
- AM/FM Stereo Clock Radio w/ CD & Cassette
- OEM High Back Seats
- Rubber Floor Mat I.L.O. Carpet
- OEM Mirrors, Heated and Power Adjust
- Daytime Running Lights
- Choice of 2WD

MODULE

- Module Dimensions:
174"L x 91"H x 96" W
- **Totally "Seamless" Body Construction**
- Exterior Side & Roof Panels .125" Aluminum
- One-Piece Exterior Side Panels
- One-Piece Crowned Roof
- Frame Members 2" x 2" Aluminum Tubing
- Frame Members on 12" Centers
- Diamond Plate Shields:
 - * Across Lower Rear of Body
 - * Across Lower Front of Body
 - * Lower 1/3 of Entry Doors
- All Exterior Doors "Pan-Formed" / Extruded Double Break Construction
- All Body Openings "**Seamless**"
- **All Door Latches Mounted Behind Gaskets**
- Exterior Compartment @ Front Left for Storage of Oxygen Tank and Back Boards
- Curbside Backboard Storage
- Exterior Compartment Adjustable Shelving
- Exterior Compartment Lighting
- Cast "Grabber" Door Holders
- Lower Body Impact Rub Rails
- Polished Stainless Steel Fenderettes
- Grip Strut Rear Step Bumper w/ 4" x 18" Dock Bumpers
- Automotive Undercoating

WARNING SYSTEM

- Two Red Whelen 2x5 LED's Lights Mounted in Grill
- Two Red Whelen 2x5 LED Intersection Lights Mounted in the Front Fenders
- Eight Red LED Whelen 9x7 Modular Lights
- One Clear LED Whelen 9x7 Front Modular Light
- One Amber LED Whelen 9x7 Rear Modular Light
- Two Optic Whelen 9x7 Scene Lights Per Side
- Two Optic Whelen 9x7 Rear Load Lights
- Primary / Secondary Switching
- Carson SA 400 Siren
- Cast Siren Speaker
- Siren / Horn Switch
- Rear DOT Lighting Whelen LED 4x6 w/ Chrome Flanges: Red Tail / Brake, Amber Arrow Turn
- Reverse is Halogen
- LED Clearance / Marker Lights

PAINT & MARKINGS

- 8" Belt Line Paint Stripe Signs
- Base Coat / Clear Coat Modular Paint
- "No Smoking" & "Fasten Seat Belt"
- Ambulance / Star-of-Life Decals

ELECTRICAL

- Dodge OEM Alternator, 220 Amps
- Digital Voltmeter
- Audible Low Voltage Alarm
- Bosch, Vanner, Cole-Herse & Wired-Rite Components
- Printed Circuit Board w/ Load Management & Sequencing System
- LED Diagnostic System
- Wiring Color-Coded and Heat Embossed Every 6" w/ Function
- Power Distribution Panel Easily Accessible Via Hinged Access Door in Action Area
- Front Switch Console Mounted on the Floor
- Hinge Mounted Attendant Switch Console
- Control Console Backlighting Dimmer
- Battery Switch Activated via Ignition Switch
- Open Door Warning Light
- Three Light Silent Intercom
- Hand Held 300,000 CP Spotlight
- Whelen Dual Intensity LED Patient Compartment Dome Lights
- Exterior Weatherproof Shoreline Receptacle
- Two Interior 110V Duplex Receptacles
- Two Interior 12V Cigar Style Receptacles
- One Pre-Wire Antenna Cable
- Electrical Back-up Alarm w/ Auto Re-set

INTERIOR

- 72" Interior Headroom
- 49" Aisle Width
- All Vertical Corners 1" Radii
- Stainless Steel Aisle Panel, Left Side, Full Length x 18" x .060"
- Non-Plate non skid Vinyl Flooring Rolled 3" Up Both Sides of Aisle
- EMT Seat, Rear Facing Pedestal Mounted Deluxe **Seamless** Vinyl Captains Chair
- CPR Seat, three piece molded, contoured cushions
- Squad Bench
- Retractable Seat Belts for All Locations
- Handicap Style, 1 1/2" Diameter, Full Length, Stainless Steel Overhead Grab Rail. This Rail shall be treated with Agion Anti-Bacterial Coating.
- Handicap Style, 1 1/2" Diameter, Stainless Steel Door Pulls on Patient Compartment Doors. These Bars shall be treated with Agion Anti-Bacterial Coating.
- Double entry step on curbside entry door.
- Sliding "Pass-thru" Window Between Cab and Patient Compartment
- Padded Bulk-Head Cabinet Doors
- ALS Compartment w/ In/Out Access
- 2 Adjustable & 1 Fixed Shelf in ALS
- R-29 Reflectics Insulation Throughout Module
- Thermostatically Controlled Patient Compartment Heat & Cool System
- 3-Speed Manual Fan Control
- Rear Heat & Cool Unit Mounted Floor Level;
 - * Moisture Drains Directly Through Floor
 - * Short Coolant Circulation Distance
 - * Eliminates Vertical Circulation of Coolant
 - * Unit Easily Accessible for Maintenance
- Overhead Air Distribution w/ Floor Level Filtered Air Return for Optimum Circulation
- Two Recessed, Swing-up Dual IV Hangers
- "Zico" Retaining Bracket for Oxygen "M" Cyl
- Three "Ohio" Oxygen Outlets
- Impact #324 Self-Contained Suction System
- Locking Sharps Container (Shipped Loose)
- Locking Drug Compartment
- Clock w/ Sweep Second Hand
- **Seamless Seat Cushions**

WARRANTY

- Three Year / 36,000 Mile Product Conversion
- Four Year / 100,000 Mile (**Non Pro-rated**) Modular Paint
- Six Year / 72,000 Mile Electrical System from Date of Purchase
 - Lifetime Modular Body Structure

OSAGE AMBULANCE • P.O. BOX 718 • LINN, MO. 65051
800-822-3634 • FAX: 573-897-3113
www.osageambulances.com

**OSAGE AMBULANCE
2017 WARRIOR
ORDER FORM**

Ten-8 Fire Equipment

Cindy Morgan

Ten-8 Fire Equipment Ram Demo

Ram 4500 192" 4X2

4899 / J2406

3C7WRKCL4GG251615

RAM TYPE I w/UREA - 2017 CHASSIS ONLY

2016 4500 192" 4X2

Option: Liquid Spring Suspension

RAM TYPE I 2017 CONVERSION ONLY

RAM 2168 Super-Warrior I

EMERGENCY & EXTERIOR LIGHTING & SIREN OPTIONS

Chrome Flanges for 9 x 7 (per light)

Chrome Flanges for 7 x 3 or 6 x 4 Lights

EMERGENCY & EXTERIOR LIGHTING & SIREN OPTIONS

Whelen Smart Linear LED's

Additional 900 Solid LED, R, B or A

Additional 700 LED R, B or A

Additional 500 LED, All or 1/2 Clr

Specify Flash Pattern to set LED's to SINGLE

LED's to be: Unsynchronized XX Synchronized on K Flasher

EMERGENCY & EXTERIOR LIGHTING & SIREN OPTIONS

Continued

Siren & Speakers

295 HFS2 Remote Head

Exterior Lighting

Side Scene Lights Switched On w/Reverse (Per Pair)

LED Running Board Lights

Additional LED Light (BOTH TO BE STEPWELL LIGHT FOR SIDE ENTRY)

Techniques E-41 LED Strip Lighting in all Compartments

ELECTRICAL OPTIONS

Inverters, Chargers, Batteries, Shorelines & Outlets

Vanner Inverter / Conditioner w/ Remote Switch, Model 20-1050-TUL-DC

Choose One: Inverter on with Ignition XX Switch in Rear Panel

Kussmaul Auto Eject Shoreline Plug, 20 Amp

Shoreline Indicator at Shoreline

Outlets & Interior Lighting

110 V Outlet, Additional per Outlet

12V DC Outlet, Cigar Style, Additional per Outlet
Ignition Hot unless otherwise specified

Note: Outlets will be

Power Door Lock Control Head

Power Door Lock Per Door

Switches & Secure Idle

Extra Switch & Pre-Wire

Hidden Switch in Grill for Door Locks

Pre-wires, Radios, Intercom, & Clocks

Antenna Pre-Wire, (additional per Pre-Wire)

Pre-Wire & Ground for Radio, (additional per Pre-Wire)

ELECTRICAL OPTIONS

Continued

Auxiliary Condenser

Upcharge to Install Condensor on Front of Module

Mirrors, Hind-Sight, Backup Camera, & Spotlights

Hansom 7222 Color Reverse and Interior Cameras

Mount inverter in top of compt. #2

E35 & 36

1) from mod roof to radio cabinet

1) from mod roof to front console

2) from same spot on mod roof to behind pass seat

Oxygen

Additional O2 Outlet Over Squad Bench

O2 Regulator for "M" Tank

O2 Flow Meter /Tube-Type

Remote O2 Gauge w/Regulator Mounted in Action Area

Electric O2 Solenoid w/Switch

INTERIOR OPTIONS

Laminate & Vinyl

Note Provide Colors:

Laminate Color: Grey Nebula

(Standard Colors: Dove Grey, Grey Glace, Grey Nebula)

Vinyl Color: MV-101 Ash Grey

(Standard Colors: Cobalt Blue, Wedge Wood Blue, Ash Gray,
Claret Red, Desert Rose Red)

Lonplate Color: #424 Gunmetal

#176 Pewter, #424 Gunmetal, #165 Sapphire

Seating, Squad Bench, EMT, CPR

3-Pt. Child Seat Includes Built-in safety seat option
--

6-Point Seat Belt, Per Position

Cargo Net, End of Squad Bench

INTERIOR OPTIONS

Continued

Cabinetry, Windows, Marker Boards, Shelves, & HVAC Ducts

Dual Drink Holders

Radio/Notebook Cabinet in Cab (Design Required)

Tilt-up Speed Load Cabinet Windows, w/latch (per window)
--

Track-Type Adjustable Shelves in Interior Cabinets, (per shelf)

Additional Adjustable Shelf & Light in ALS
--

Monitor Shelf to the Rear of the CPR Seat

Glove Storage Over Side Entry Door

INTERIOR OPTIONS

Continued

Doors, Locks, & Latches

Lock on Interior Cabinet

Southco Stainless Steel Latches, (per Latch)
--

Counter Tops

Speckled Blue

Sharps, Waste, & Drawers

Sharps & Waste Drawer

Tilt-Out Sharps (1) below second action
--

Grab Rails & Bars, Armrests
--

12" Stainless Grab Handle make yellow
--

Make Grab Bar Yellow (Price Each)

Insulation & Sound Deadening

Sound Deadening Under Floor

EXTERIOR OPTIONS

Custom Body Size, Compartments, Doors & Door Window
--

Custom body Length. Fill in Length 174"

Change Exterior Compartment Size #5 to 20" W, #4 to 37" W

Dry Deck All Compartments

Shelves & Dividers

Adjustable Shelving Unit in Exterior Compartment w/One Shelf 12"-30" wide

Adjustable Shelving Unit in Exterior Compartment w/One Shelf 30"-48" wide

Rear Bumpers & Entry Steps

Flip-up Rear Step Bumper, Aluminum Center Section

Stainless Kick Plates on Entry Doors (three)
--

Dual Interior Emergency Door-Open Handles, Price per Door

Drop Skirt Line 4" from Right Rear Wheel to Right Front Corner, Add 2nd Entry Step
--

EXTERIOR OPTIONS

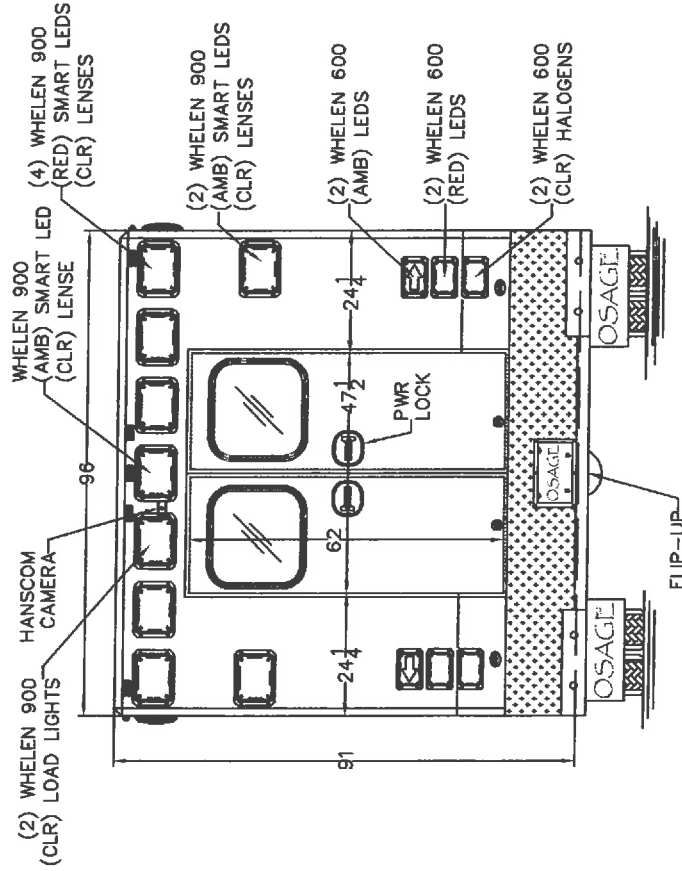
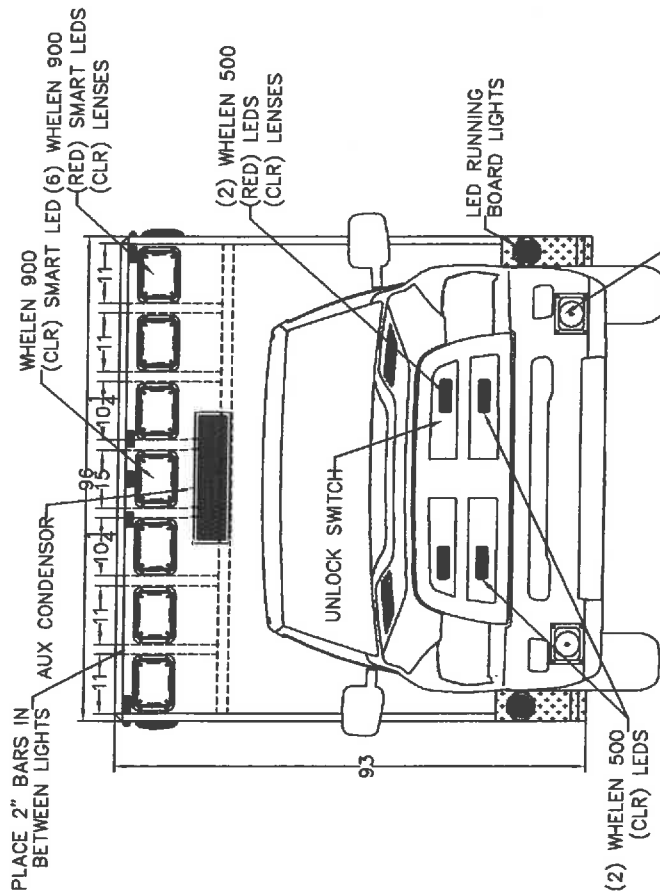
Continued

Rub Rail, Tow Hooks, Mud Flaps, Chains

Grip Strut Inserts in Running Boards

MISCELLANEOUS OPTIONS

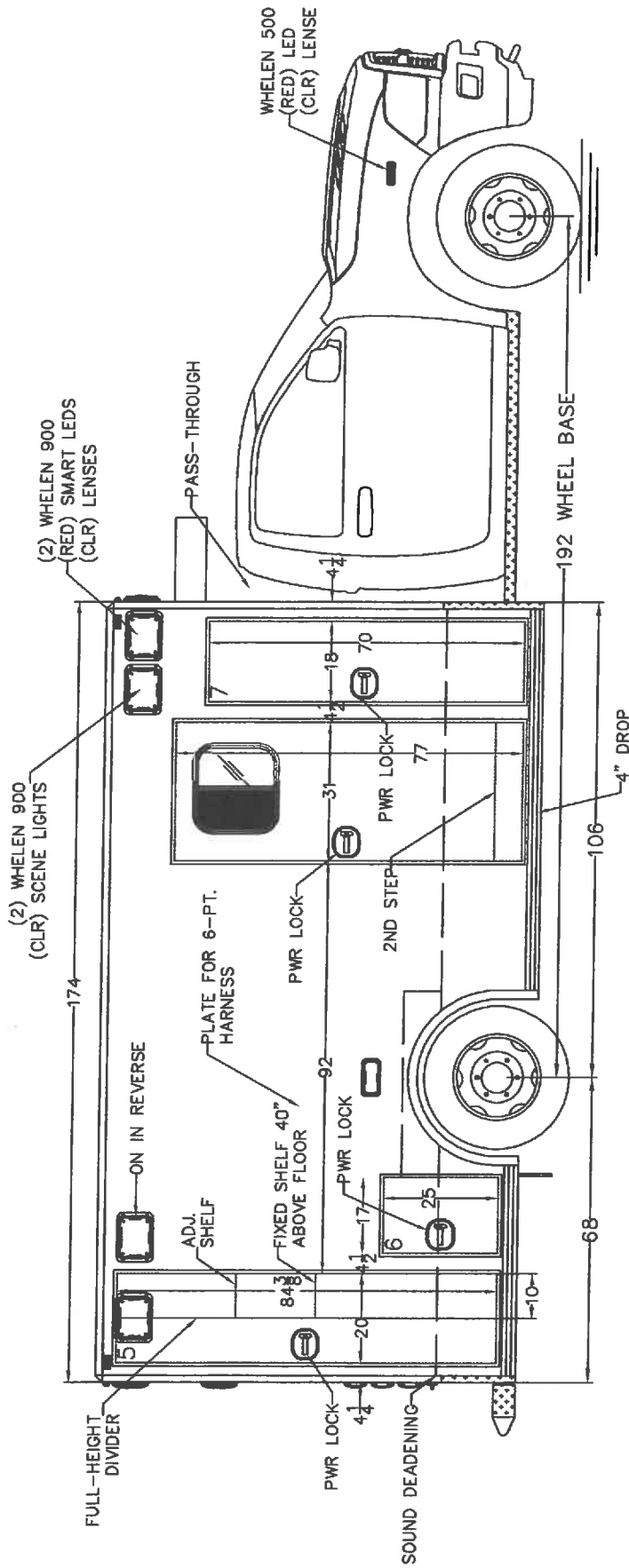
Fire Extinguisher, 5lb



NOTES: THIS DRAWING IS NOT TO SCALE.
CHARACTERISTICS AND DIMENSIONS OF FINISHED PRODUCT MAY VARY.

- NOTES:
- 1.) COMPARTMENT DIMENSIONS REFLECT OPENING CLEARANCE.
 - 2.) APPROXIMATE COMPARTMENT DEPTH=20 1/2"DEEP.
 - 3.) MODULE DIMENSIONS=174"L x 96"W x 93"H
 - 4.) INTERIOR MODULE HEAD ROOM=72"H.
 - 5.) ALL 9x7 LIGHTS TO BE WHELEN 900 SERIES LIGHTS, CHROME FLANGES.
 - 6.) DOUBLE STAINLESS THRESHOLDS.
 - 7.) STYROFOAM INSULATION, WALLS & CEILING.
 - 8.) STRUCTURE FOR (3) 6-PT BELTS.
 - 9.) DRY-DECK, ALL COMPARTMENTS.
 - 10.) TECHNIQUE LED STRIP-LIGHTS IN ALL COMPARTMENTS.
 - 11.) EMERGENCY EGRESS ON ENTRY DOORS.

Stock/Job#:	4899/J2406	Drawing#	J2406-100A	Cust. App'v/Date#	Deal'r App'v/Date:
Osage Dealer:	TEN-8 FIRE	Osage Industries, Inc.			
End Customer:	DEMO	TWIN RIDGE ROAD P.O. BOX 718 LINN, MO. 63051			
NOTICE		Drawn By:	S.A.H.	Date:	08-26-16
This drawing and/or the information hereon is the exclusive property of Osage Industries and shall not be reproduced, used or disclosed without the authorized written consent of Osage Industries.		Drawing Description:		Scale:	NOT TO SCALE
3					
2					
1	PRODUCTION DRAFT				
Rev.#	Revision Description	Date	Rev'd	App'v'd	
		08-26-16	SAH		
	EXTERIOR LAYOUT, FRONT/REAR TYPE-I SUPER-WARRIOR				1

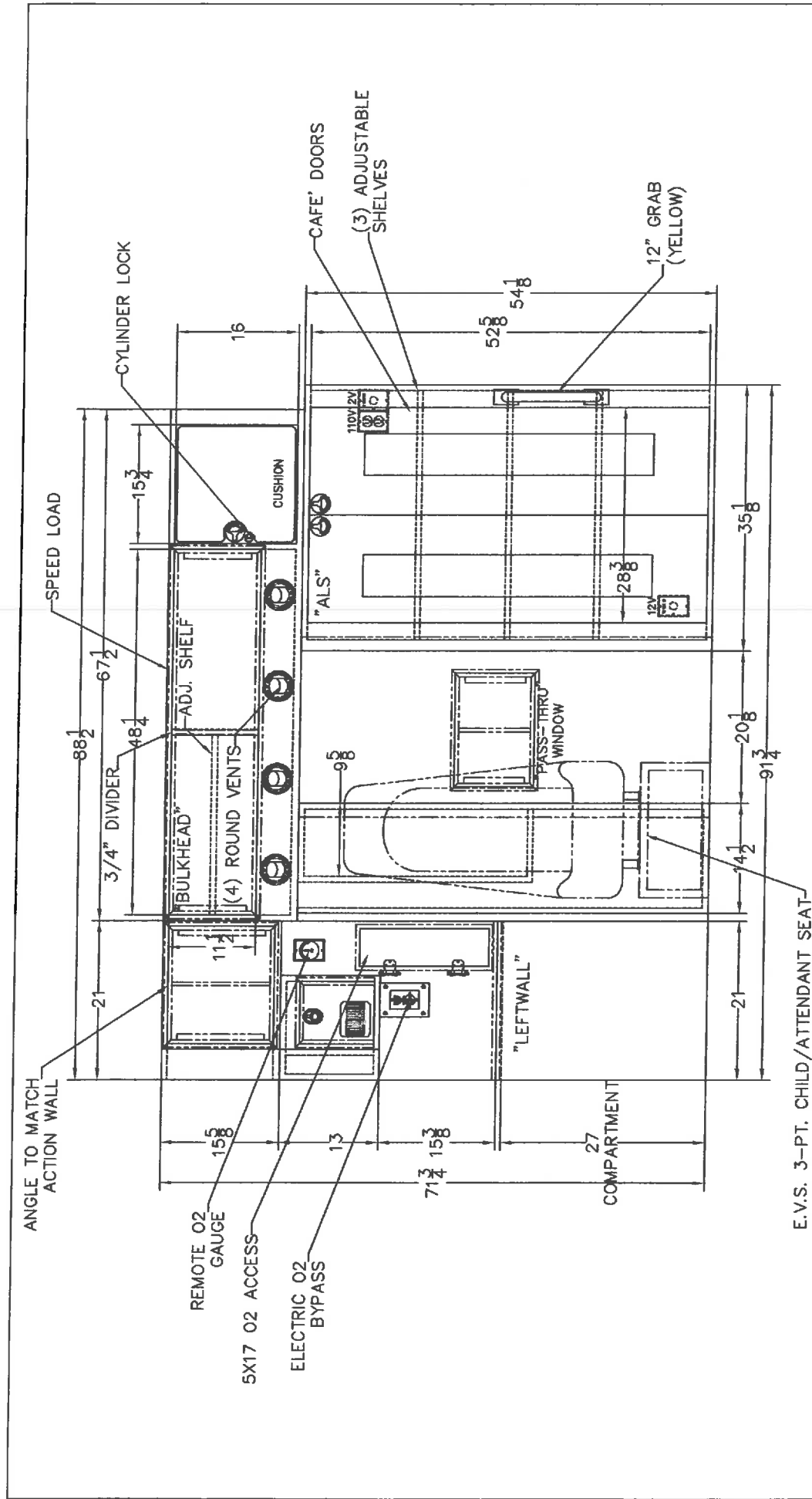


NOTES: THIS DRAWING IS NOT TO SCALE.
CHARACTERISTICS AND DIMENSIONS OF FINISHED PRODUCT MAY VARY.

NOTES:

- 1.) COMPARTMENT DIMENSIONS REFLECT OPENING CLEARANCE.
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- 6.) DOUBLE STAINLESS THRESHOLDS.
- 7.) STYROFOAM INSULATION, WALLS & CEILING.
- 8.) STRUCTURE FOR (3) 6-PT BELTS.
- 9.) DRY-DECK, ALL COMPARTMENTS.
- 10.) TECHNIQUE LED STRIP-LIGHTS IN ALL COMPARTMENTS.
- 11.) EMERGENCY EGRESS ON ENTRY DOORS.

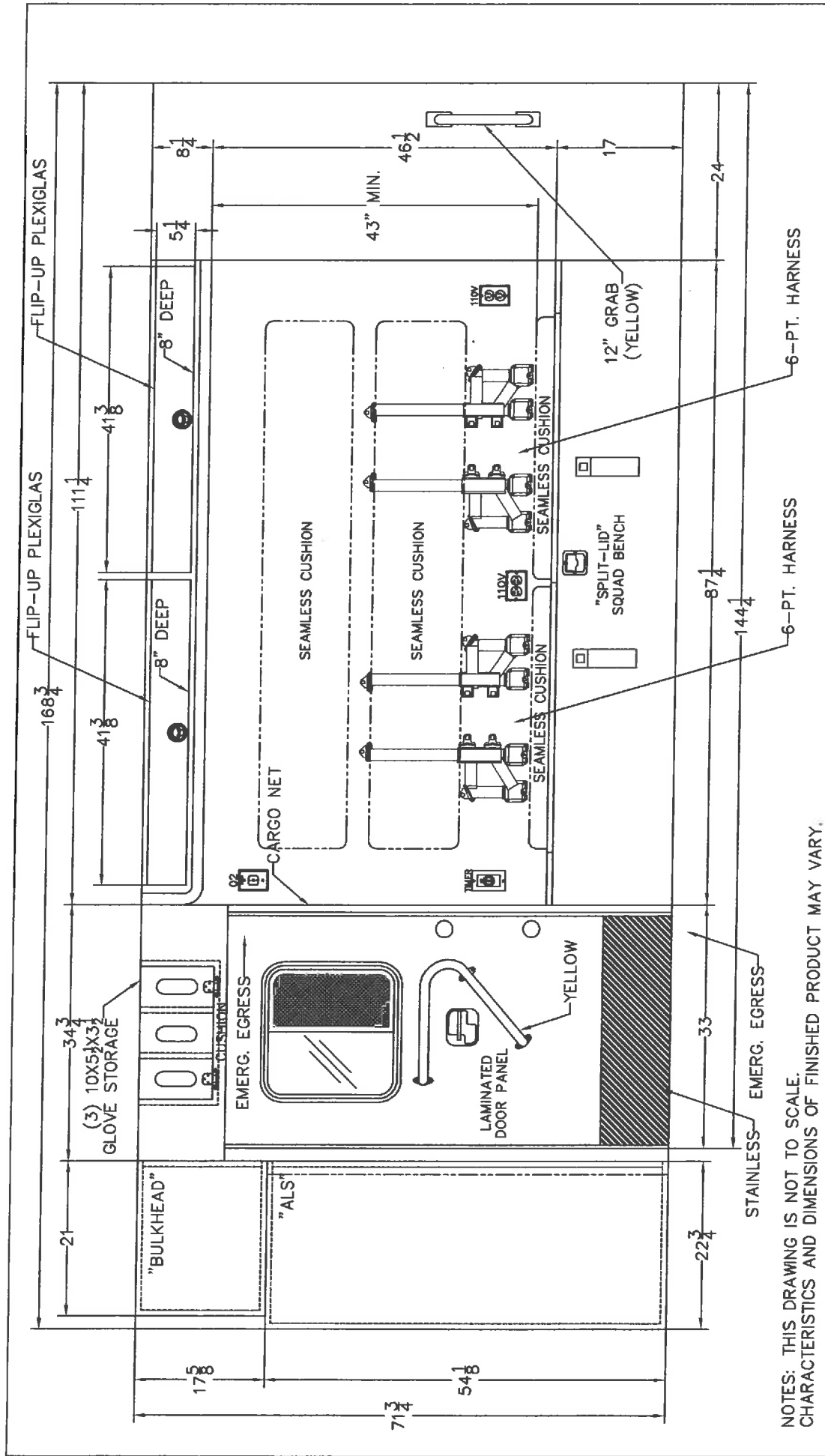
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Osage Dealer:	TEN-8 FIRE	Osage Industries, Inc. TWIN RIDGE ROAD P.O. BOX 718 LINN, MO. 65051			
End Customer:	DEMO				
NOTICE		Drawn By:	S.A.H.	Date:	08-26-16
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				Revision#	
3					
2					
1					
Rev.#	Revision Description	Date	Rev'd	App'v'd	
	PRODUCTION DRAFT	08-26-16	SAH		
	EXTERIOR LAYOUT, CURBSIDE TYPE-I SUPER-WARRIOR				1



E.V.S. 3-PT. CHILD/ATTENDANT SEAT

NOTES: THIS DRAWING IS NOT TO SCALE.
 CHARACTERISTICS AND DIMENSIONS OF FINISHED PRODUCT MAY VARY.
 NOTES: CABINET DEPTHS REPRESENT DIMENSION FROM INSIDE
 REAR TO FRONT FACE OF CABINETS, WITHOUT TRIM. ACTUAL
 WORKING DEPTH WILL BE LESS THAN DIMENSION SHOWN UNLESS
 OTHERWISE SPECIFIED.

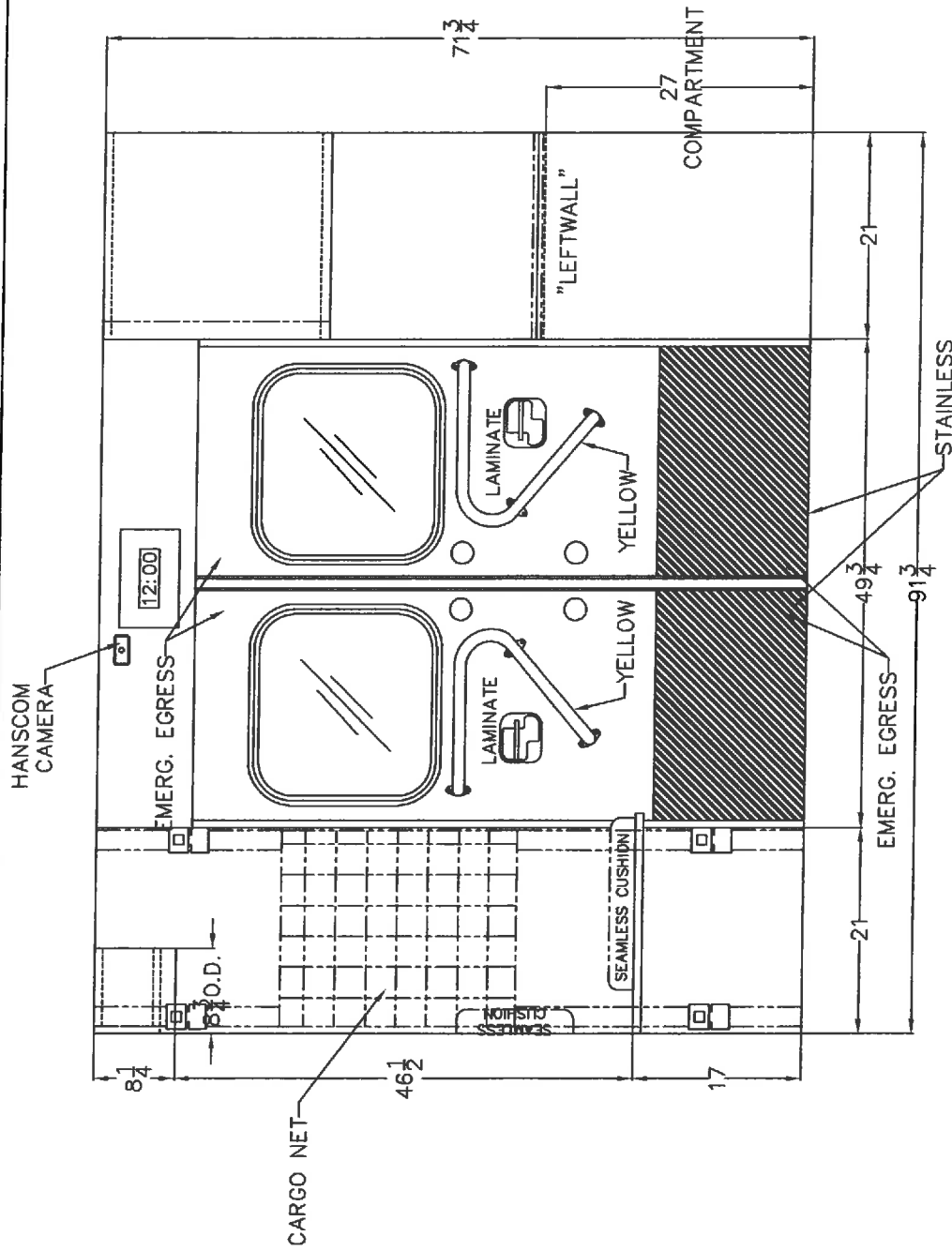
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2	REVISION DRAFT	08-31-16	SAH			Osage Dealer: TEN-8 FIRE			
1	PRODUCTION DRAFT	08-26-16	SAH			End Customer: DEMO			
Rev.#	Revision Description	Date	Rev'd	App'd		NOTICE This drawing and/or the information hereon is the exclusive property of Osage Industries and shall not be reproduced, used or disclosed without the authorized written consent of Osage Industries.			
						Osage Industries, Inc. TWIN RIDGE ROAD LINN, MO. 65051 P.O. BOX 718 Scale: 08-26-16 Date: S.A.H.			
						Drawing Description: FORWARD INTERIOR TYPE-I SUPER-WARRIOR			
						NOT TO SCALE Revision# 1			



NOTES: THIS DRAWING IS NOT TO SCALE.
CHARACTERISTICS AND DIMENSIONS OF FINISHED PRODUCT MAY VARY.

NOTES: CABINET DEPTHS REPRESENT DIMENSION FROM INSIDE REAR TO FRONT FACE OF CABINETS, WITHOUT TRIM. ACTUAL WORKING DEPTH WILL BE LESS THAN DIMENSION SHOWN UNLESS OTHERWISE SPECIFIED.

3						Stock/Job #:	4899/J2406	Drawing#	J2406-103	Cust. App'v/Date#	Deal'r App'v/Date:
2	REVISION DRAFT	08-31-16	SAH			Osage Dealer:	TEN-8 FIRE				
1	PRODUCTION DRAFT	08-26-16	SAH			End Customer:	DEMO				
Rev.#	Revision Description	Date	Rev'd	App'vd		NOTICE This drawing and/or the information hereon is the exclusive property of Osage Industries and shall not be reproduced, used or disclosed without the authorized written consent of Osage Industries.					
						Osage Industries, Inc. TWIN RIDGE ROAD P.O. BOX 718 LINN, MO. 65051					
						Drawn By:	S.A.H.	Date:	08-26-16	Scale:	NOT TO SCALE
						Drawing Description:	CURBSIDE INTERIOR TYPE-I SUPER-WARRIOR				
						Revision #	1				

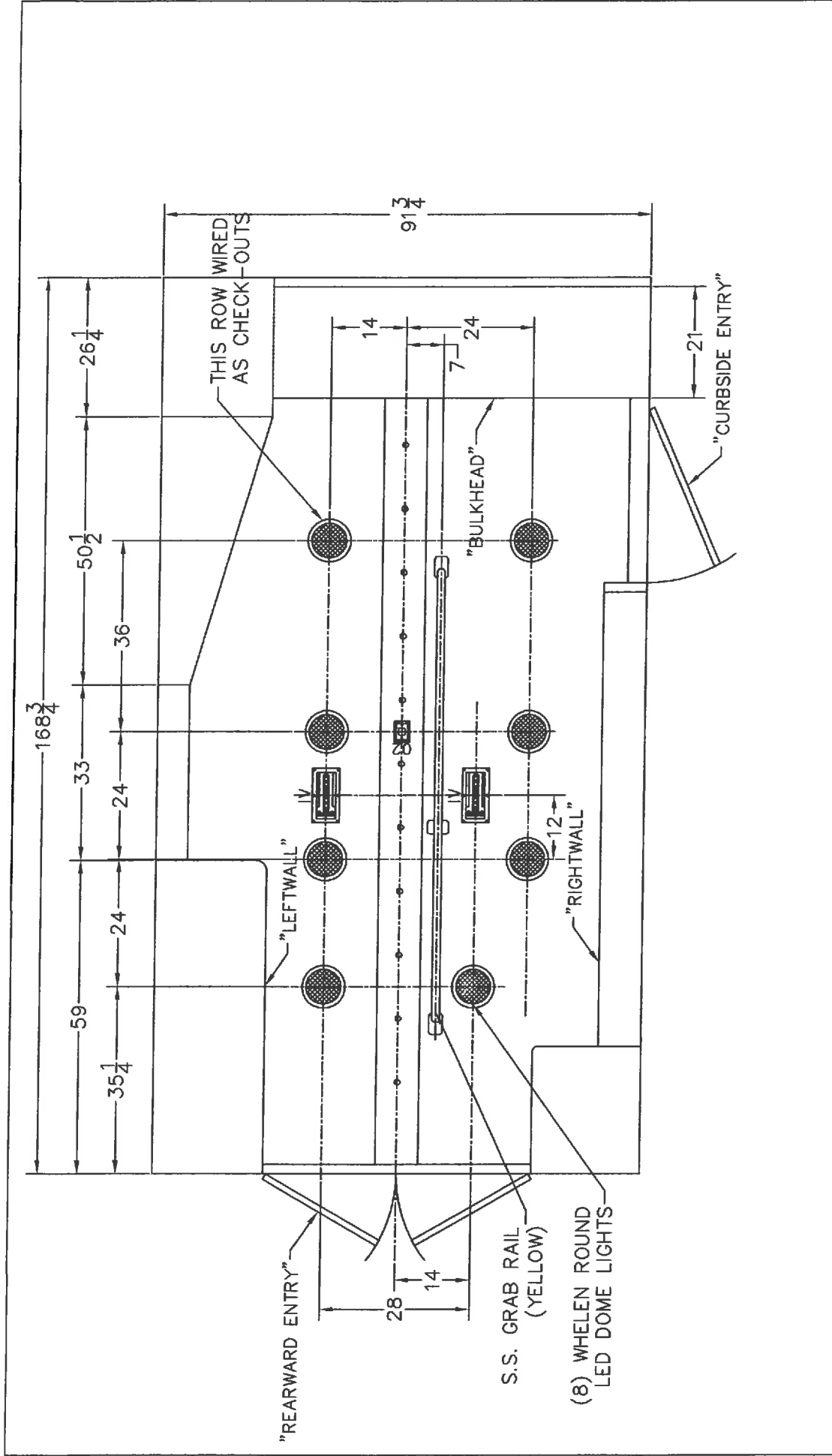


NOTES: THIS DRAWING IS NOT TO SCALE.
 CHARACTERISTICS AND DIMENSIONS OF FINISHED PRODUCT MAY VARY.

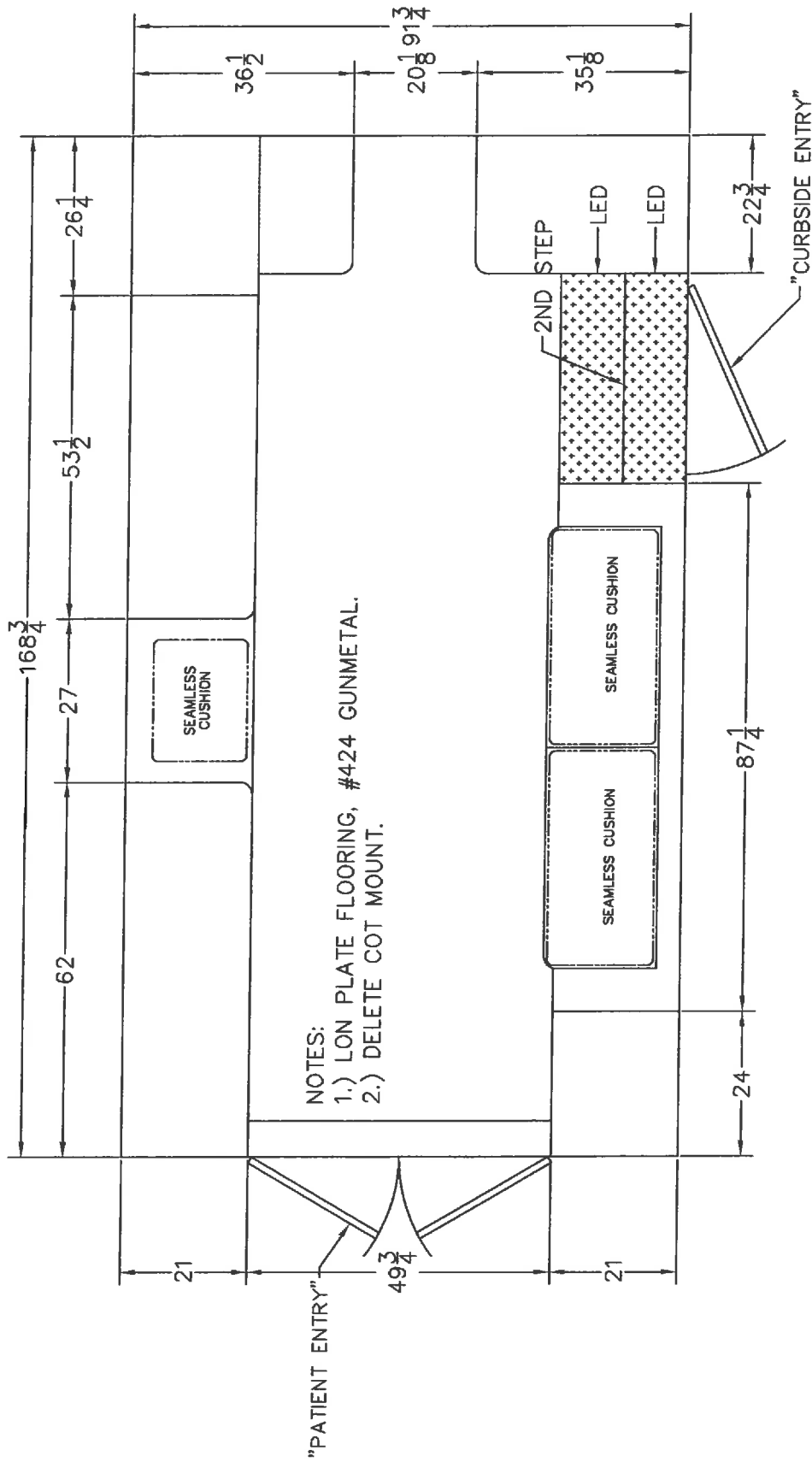
NOTES: CABINET DEPTHS REPRESENT DIMENSION FROM
 INSIDE REAR TO FRONT FACE OF CABINETS, WITHOUT TRIM.
 ACTUAL WORKING DEPTH WILL BE LESS THAN DIMENSION
 SHOWN UNLESS OTHERWISE SPECIFIED.

Stock/Job#:	4899/J2406	Drawing#	J2406-104	Cust. App'v/Date#	Deal'r App'v/Date:
Osage Dealer:	TEN-8 FIRE	Osage Industries, Inc.			
End Customer:	DEMO	TWIN RIDGE ROAD	P.O. BOX 718	LINN, MO. 65051	
NOTICE		Drawn By:	S.A.H.	Date:	Scale:
This drawing and/or the information hereon is the exclusive property of Osage Industries and shall not be reproduced, used or disclosed without the authorized written consent of Osage Industries.					
REVISION DRAFT	08-31-16	SAH		08-26-16	NOT TO SCALE
PRODUCTION DRAFT	08-26-16	SAH			
Rev.#	Revision Description	Date	Rev'd	App'vd	Revision#
1					1

REARWARD INTERIOR
 TYPE-I SUPER-WARRIOR



NOTES: THIS DRAWING IS NOT TO SCALE. CHARACTERISTICS AND DIMENSIONS OF FINISHED PRODUCT MAY VARY.		Stock/Job #:	4899/2406	Drawing#	J2406-105	Cust. App'y/Date#	Deal'r App'y/Date:
		Osage Dealer:	TEN-8 FIRE	Osage Industries, Inc.			
		End Customer:	DEMO	TWIN RIDGE ROAD P.O. BOX 718 LINN, MO. 65051			
		NOTICE		Drawn By:	S.A.H.	Date:	08-28-16
		This drawing and/or the information hereon is the exclusive property of Osage Industries and shall not be reproduced, used or disclosed without the authorized written consent of Osage Industries.		Drawing Description:			
3							NOT TO SCALE
2	REVISION DRAFT	08-31-16	SAH				Revision#
1	PRODUCTION DRAFT	08-28-16	SAH				Revision#
Rev.#	Revision Description	Date	Rev'd	App'vd	CEILING LAYOUT TYPE-I SUPER-WARRIOR		
					1		



NOTES: THIS DRAWING IS NOT TO SCALE.
CHARACTERISTICS AND DIMENSIONS OF FINISHED
PRODUCT MAY VARY.

Stock/Job#:	4899/J2406	Drawing#	J2406-106	Cust. App'v/Date#	Deal'r App'v/Date:
Osage Dealer:	TEN-B FIRE	Osage Industries, Inc.			
End Customer:	DEMO	TWIN RIDGE ROAD P.O. BOX 718 LINN, MO 65051			
NOTICE		Drawn By:	S.A.H.	Date:	Scale:
This drawing and/or the information hereon is the exclusive property of Osage Industries and shall not be reproduced, used or disclosed without the authorized written consent of Osage Industries.		08-26-16		NOT TO SCALE	
3					
2					
1	PRODUCTION DRAFT	08-26-16	SAH		
Rev.#	Revision Description	Date	Rev'd	App'vd	Revision#
					1

FLOOR LAYOUT
TYPE-I SUPER-WARRIOR



FORD MOTOR COMPANY

IS PROUD TO RECOGNIZE

OSAGE AMBULANCES

FOR YOUR COMMITMENT & DEDICATION AS A
CONTINUOUS 30 YEAR PARTICIPANT IN THE

**AMBULANCE
QUALIFIED VEHICLE MODIFIER PROGRAM**



A handwritten signature in black ink, reading 'Randy Freiburger'.

Randy Freiburger – QVM Programs
JUNE, 2018



Environmental Testing Laboratory, Inc.

Certification 13884, Rev. 0

Certification 13884

This document includes compliance statements, test results, and photographs for

Osage Industries, Inc.
194 County Rd. 302
Linn, MO 65051

Test Unit

Type I Dodge 4500 Ambulance
VIN: 3C7WRKCL1FG607338

Specifications

Federal Specification KKK-A-1822F and
Ambulance Manufacturers Division (AMD) Standards (Published August 2007 and October 2014)

This document reflects passage of the following specifications:

AMD Section	AMD Section Name
001	Ambulance Body Structure Static Load Test
002	Body Door Retention Components Test
003	Oxygen Tank Retention System Static Test - 2014
004	Litter Retention System Static Test
005	Low Voltage Electrical System Test - 2014
006	Patient Compartment Sound Level Test - 2014
007	Patient Compartment Carbon Monoxide Level Test - 2014
008	Patient Compartment Grab Rail Static Load Test
010	Water Leak Test - 2014
011	Equipment Temperature Test - 2014
012	Interior Climate Control Test - 2014
013	Weight Distribution Guidelines - 2014
014	Engine Cooling System Test - 2014
015	Ambulance Main Medical Gas System Test - 2014
016	Patient Compartment Lighting Level Test - 2014
017	Road Test - 2014
018	Rear Stepping Surface Load Test - 2014
019	Measuring Guidelines: Cabinets & Compartments - 2014
020	Floor Distributed Load Test
021	Aspirator System Test - 2014
022	Cold Engine Start Test - 2014
023	Siren Performance Test - 2014
024	Perimeter Illumination Test - 2014
025	Measuring Guidelines for Occupant Head Clearance Zones
026	Ambulance Emergency Lighting System Configuration - 2014
027	Line Voltage Electrical Systems Test - 2014


Andrew Cooksey
Professional Engineer

Date: DEC 11, 2015

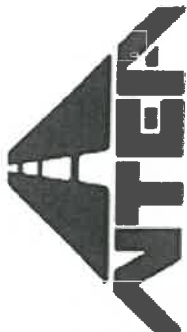

Brady K. Richard
President
Environmental Testing Laboratory, Inc.



Report Date:
December 11, 2015

11034 Indian Trail, Dallas, TX 75229-3513
(972) 247-9657 FAX: (972) 247-9659
www.etldallas.com

Page 2 of 229

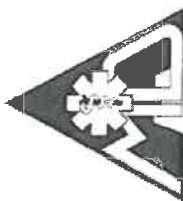


NATIONAL TRUCK EQUIPMENT ASSOCIATION

is proud to recognize

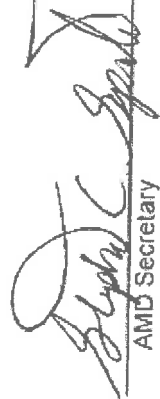
Osage Industries Inc

as a member in good standing of the



Ambulance Manufacturers Division

Since 1995


AMD Secretary

Osage Ambulances Florida References

Lealman Fire District
Division Chief Steve Wunderle
4360 55th Ave N.
St. Petersburg, Fl 33714
swunderle@Lealmanfire.com
727-647-9136

Largo Fire Rescue
Chief Joseph Pennino
PO Box 296
Largo, Fl 33779-0296
jpennino@Largo.com
727-587-6714

Walton County Fire Rescue
Division Chief Robert Daniel
63 Bo Pete Manor Rd.
Defuniak Springs, To 32435
danrobert@waltonso.org
850-855-0872

Clearwater Fire & Rescue
Assistant EMS Chief Anthony Tedesco
1140 Court Street
Clearwater, FL 33756
Anthony.tedesco@myclearwater.com
727-503-5002

Flagler Fire Rescue
Fire Chief Don Petito
386-313-4255

Broward County Sheriff's Office Fire Rescue
Vince Cinque, Logistics Chief
2308-B SW 42nd St.
Dania Beach, Fl 33312-5334
954-327-8715
Cell 954-790-8238
Victor Goizueta
Fleet Supervisor , Cell 954-864-9431



CITY OF PORT ORANGE STANDARD CONTRACT FOR GOODS/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 _____ corporation whose principal address is _____ ("Contractor"). (The City and Contractor are collectively referred to herein as the "Parties.")

1. Provision of Services

(a) The Contractor hereby agrees to provide the following equipment, materials, labor and other such related services to the City of Port Orange:

(i) _____

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

Term: The initial term of this Contract shall commence on the date this Contract is signed on behalf of the City and shall continue for a period of _____ thereafter (the "Initial Term"). In addition to the Initial Term, this Contract may be renewed for up to ____ additional _____ term(s) upon written consent of the parties and appropriation by City Council.

Manner and Place: As outlined in _____, in accordance with Standard Construction Details as required on all City owned facilities and properties (i.e. rights-of-way) 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. Contractor shall not deliver goods or services without a written purchase order, signed by an authorized agent of the City of Port Orange. *If the contract is for goods include the following:* Contractor shall cause goods to be delivered to the City in the most expedient, cost effective manner. All items shall be shipped to the City of Port Orange designated facility identified in each purchase order, FOB Inside Delivery. Contractor shall bear the risk of loss for goods delivered under this Contract from the time of shipping to the City until delivered at the destination specified by the City for delivery.

Time and Essence: _____ from the date set out in paragraph 3 below or upon receipt of Notice to Proceed.

2. City Obligations. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "____" attached hereto, subject to a limit up to but not to exceed \$_____. The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then current fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. Contract Documents. The following forms, attached as Exhibit "____," 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 _____ shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

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

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

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

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

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 during the life of this Contract. Contractor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the bidder's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. Contractor shall not commence work under this Agreement until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. Contractor shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change.

The City reserves the right to increase insurance coverage as determined for higher risk contracts and shall reimburse the Contractor for the reasonable additional costs of increased coverage.

Insurance	Standards	Comments
Workers' Compensation	Coverage A - Statutory Coverage B - \$100,000	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000.
<u>Additional Coverage</u>	All States (Broad Form) Voluntary Compensation	

Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u>	Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000 Aggregate	When the Contractor work on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
Comprehensive Business, Automobile Liability to include all automobiles.	<u>Limits:</u>	Auto Liability Bodily Injury: \$100,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence.	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
<u>Additional Coverage:</u>		Non-Owned, Hired Car	
Property Insurance Builders Risk.	<u>Limits:</u>	Buildings - Completed value of contract.	If the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
<u>Additional Coverage:</u>		"All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy Owner named as insured AIMA	
Professional Liability (Errors & Omissions)	<u>Limits:</u>	Coverage- \$1,000,000 minimum	

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 2-272 (Alterations or modifications of contracts), 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. **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 Contractor's expense.

19. **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.

20. 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.

21. 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.

22. Disputes. The Finance Director, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Contract in the first instance. The decision shall be final and binding unless, within thirty-(30) days from the date of such decision, Contractor mails or otherwise furnishes to the Finance Director a written appeal addressed to the City Manager. The decision by the City Manager shall be final and binding unless, within ten (10) days from the date of receipt of the decision of the City Manager, appeal is made to the City Council. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence. Pending a final determination of a properly appealed decision of the Finance Director, Contractor shall proceed diligently with the performance of this Contract in accordance with that decision.

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. As may have been outlined in _____ and 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.

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: _____
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-_____

Contractor: _____
Attention: _____

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 this page intentionally left blank]

SAMPLE

Witnesses: _____

Printed Name: _____

Printed Name: _____

By: _____

Printed Name: _____

Title: _____

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 in that individual to enter into contracts on behalf of the corporation.

Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ as _____ of _____ corporation, and who:

(Notary: Please select one)

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

By: _____
Printed Name: _____ Allen Green, Mayor

Date: _____
Printed Name: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Allen Green, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

Witnesses:

ATTEST:

By: _____
Printed Name: _____ Robin L. Fenwick, CMC, City Clerk

Date: _____
Printed Name: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

[CA ____]



End of Solicitation Documents



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 11/13/2018

Consent item: Yes

SUBJECT: (B8) Resolution No 18-52 - Adoption of Revised Volusia County Integrated Floodplain Management Plan

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Resolution No 18-52 adopting the Revised Volusia County Integrated Floodplain Management Plan.

SUMMARY: A Resolution to adopt the revised Volusia County Integrated Floodplain Management Plan. The Floodplain Management Plan must be updated every five years to maintain compliance and was updated by the East Central Florida Regional Planning Council in coordination with the County and participating municipalities. The current list of mitigation strategies is under staff review and will be updated in January 2019.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Reso. No. 18-52	Reso. No. 18-52.pdf
2.	Reso. No. 18-52 Exhibit "A" - Volusia Floodplain Management Plan Final 2018	Volusia Floodplain Management Plan Final 2018.pdf

Amanda Lasecki
Tim Burman
Tracey Riehm
Margaret Roberts
Jake Johansson
Robin Fenwick

Created/Initiated - 09/18/2018
Approved - 10/25/2018
Approved - 10/29/2018
Approved - 11/02/2018
Approved - 11/05/2018
Final Approval - 11/07/2018

RESOLUTION NO. 18-52

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; ADOPTING THE CITY OF PORT ORANGE'S DESIGNATED PORTION RELATING TO THE "VOLUSIA COUNTY INTEGRATED FLOODPLAIN MANAGEMENT PLAN"; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, areas of the City of Port Orange are vulnerable to the human and economic costs of natural, technological, and societal disasters; and,

WHEREAS, the City of Port Orange's governing body recognizes the importance of developing projects and programs to reduce or eliminate those vulnerabilities for the overall good and welfare of the community; and

WHEREAS, proposed projects and programs have been incorporated into the current version of the Volusia County Integrated Floodplain Management Plan that has been prepared and issued for consideration and implementation by the communities and jurisdictions of Volusia County.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The City of Port Orange hereby accepts and approves of its designated portion of the Volusia County Integrated Floodplain Management Plan, attached hereto as **Exhibit "A"**.

Section 2. The City of Port Orange accepts and endorses the mitigation goals and objectives established for the county-wide plan.

Section 3. The agencies and organizations within the City of Port Orange will, upon receipt of such funding or other necessary resources, seek to implement the proposals contained in the City's individual section of the strategy.

Section 4: The Resolution shall become effective immediately upon its adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC City Clerk

Adopted on the _____ day of _____, 2018

Reviewed and Approved: _____
Margaret T. Roberts, City Attorney

Volusia County Integrated Floodplain Management Plan

2018



Prepared for
Volusia County Division of Emergency Management
by
The East Central Florida Regional Planning Council



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I. ACKNOWLEDGEMENTS

The East Central Florida Regional Planning Council would like to thank the Floodplain Management Plan Committee for their participation in the preparation of this plan. The following jurisdictions were instrumental in the completion of this plan: Volusia County, Daytona Beach, Daytona Beach Shores, Debary, DeLand, Deltona, Edgewater, Holly Hill, Lake Helen, New Smyrna Beach, Oak Hill, Orange City, Ormond Beach, Pierson, Ponce Inlet, Port Orange, and South Daytona. Thank you to the Volusia County Division of Emergency Management for assisting in the plan development and coordination necessary for its success.

II. INTRODUCTION

The National Flood Insurance Program (NFIP) provides federally supported flood insurance in communities that regulate development in floodplains. The Community Rating System (CRS) grades the various Community Floodplain Management Programs and reduces flood insurance premiums in those communities that meet certain requirements. In order to reduce the potential for personal/property losses in flood prone areas and ensure the lowest possible flood insurance premiums for our residents, Volusia County and the jurisdictions of Daytona Beach, Daytona Beach Shores, Debary, Deland, Deltona, Edgewater, Holly Hill, New Smyrna Beach, Oak Hill, Orange City, Ormond Beach, Pierson, Ponce Inlet, Port Orange and South Daytona have developed this Floodplain Management Plan which includes specific jurisdictional plans. The Plan was developed and is updated annually with input from the Volusia County Local Mitigation Strategy Steering Committee, Volusia Prepares; and the Volusia County Growth & Resource Management and Public Works Departments. On **[INSERT DATE]**, the Volusia Prepares Steering Committee voted unanimously to incorporate the Plan into the Local Mitigation Strategy.

Activity section 510 of the CRS Coordinator's Manual requires an annual update of the Plan's implementation be made available to the local governing body (distributed electronically), the community, and the media. Copies of this plan are available for review at the Volusia County Kelly Administration Building, 123 West Indiana Avenue, DeLand, and the Daytona Beach Regional Library, 105 East Magnolia Avenue, Daytona Beach. Additionally, copies may be obtained by calling the Volusia County Emergency Management Division, 386-258-4088 or downloading a copy from <https://www.volusia.org/services/public-protection/emergency-management/types-of-disasters/floods>. A copy of this report has also been sent to the Daytona Beach News-Journal, the Orlando Sentinel, and the State of Florida NFIP Coordinating Official. This memorandum documents the current status of the Plan's implementation.

III. BACKGROUND

This Floodplain Management Plan was developed by the East Central Florida Regional Planning Council for Volusia County and the jurisdictions within. The plan is designed to encompass a snapshot of floodplain hazards throughout the county and also provide separate jurisdictional plans developed as the appendices of the main plan. This design promotes a unified approach to mitigation and planning efforts and consistency across the county. As part of the planning process, this plan was integrated with the Volusia County Local Mitigation Strategy document (LMS). The LMS provides in-depth analysis of hazards and mitigation strategies. Various sections of the LMS have been identified throughout this Floodplain Management Plan in order to provide additional information for projects and analysis. The Volusia County Floodplain Management Plan follows the format and outline of the Community Rating System guidance. Individual jurisdictional analysis is provided in Appendix A of this document.

IV. PLANNING PROCESS

A. Organize to Prepare the Plan

The 2018 Volusia County Floodplain Management Plan update was prepared by the East Central Florida Regional Planning Council (ECFRPC), a community planning office, in conjunction with the Volusia County Emergency Management Division, the Volusia County Growth Management Department and the jurisdictions within Volusia County. The ECFRPC project manager is a certified planner by the American Institute of Certified Planners. The planning committee consisted of the Volusia Prepares LMS Working Group, County CRS Coordinator, Floodplain Managers, and additional jurisdictional staff responsible for the implementation of floodplain management strategies, State Mitigation Officers and the Florida Division of Emergency Management. The planning process and committee were supported by the jurisdictional commissions, and the names of the planning team members (Volusia Prepares) are included below. These individuals acted as liaisons between the planning team (VCEM and ECFRPC) and city commissioners for support and adoption of the plan. Members were included in the beginning of the planning process via the Volusia Prepares meetings and were provided copies of the draft plan for comment before final plan adoption.

- **Daytona Beach:** *Kimberly Dixon, Utilities*
- **Daytona Bch. Shores:** *Stewart Cruz, Planning*
- **DeBary:** *Alan Williamson, Public Works*
- **DeLand:** *Maria Becker, Risk Management*
- **Deltona:** *Scott McGrath, Planning*
- **Edgewater:** *Tyna Lynn Hilton, Planning*
- **Holly Hill:** *Steve Juengst, Public Works*
- **Lake Helen:** *Becky Weedo, City Clerk*
- **New Smyrna Bch:** *Kyle Fegley, Engineering*
- **Oak Hill:** *Mandy Osweiler, City Clerk*
- **Orange City:** *Raul Palenzuela, Public Works*
- **Ormond Beach:** *Becky Weedo, Planning*
- **Ponce Inlet:** *Hank Baker, Building*
- **Port Orange:** *Amanda Lasecki & Jordan Guido, Engineering*
- **South Daytona:** *John Dillard, Community Dev't*
- **Volusia County:** *Larry LaHue & Aubrie Austin, Emergency Management; Nancy Church, IT*
- **Volusia Schools:** *Russ Tysinger, Maintenance/Ops.*

Several planning committee meetings were held throughout the process. Due to the limited time frame to prepare the planning document, meetings focused on multiple steps of the process. The table below lists the planning team meeting dates, locations and focus areas of each meeting. In addition to these meetings, Volusia Prepares members also met on March 14th, 2018.

Table 1: Planning Committee Meetings

Meeting Name & Attendees	Date	Location	Focus Areas
Kick Off Meeting (ECFRPC, County EM)	3/28/2018	Phone Meeting	Project Budget, Plan and CRS Overview, Planning Process, Planning Team, Public Outreach, Surveys
Interim Planning Meeting #1 (ECFRPC, County EM)	6/8/2018	Volusia County EOC	Public Meetings, Volusia Prepares Meeting, Public Survey, Damage Assessment, Scheduling
Interim Planning Meeting #2 (ECFRPC, County EM, Cities & Towns)	6/20/2018	Volusia County Beach Safety Headquarters	Volusia Prepares Members, Action Plan, Jurisdictional Plans, Vulnerability Analysis, Goals and Objectives
Final Planning Meeting (ECFRPC, County EM)	7/31/2018	Volusia County EOC	Draft Plan, Appendices, Volusia Prepares Steering Committee Adoption (FMP to LMS), Final Updates

B. Involve the Public

As part of the planning process, numerous efforts to engage the public were implemented. The planning committee reviewed the survey and provided comments prior to public release. A public survey was created using surveymonkey.com and the link was provided to all jurisdictions for release in newsletters, utility/water bills, and through websites and social media. The link was also made available on the Volusia County Floodplain website. The survey was also made accessible at the public meetings.

The survey announcements provided contact information in order to request a hard copy of the survey, which was then provided with a return envelope. Postcards were also addressed to other facilities specifically requested by jurisdictions, which provided

information and the survey link. The public survey received a total of 43 responses during its collection period from January 5, 2018 to July 10th, 2018. Statistical results for each individual question are located in Appendix B.

Key findings from the public survey are as follows:

- Over 44.2% of respondents have lived in their current residence for over 10 years.
- Approximately 51.2% of respondents indicated their home was built prior to 1987.
- 46.5% responded that they are not concerned about the possibility of their home flooding, 41.9% are somewhat concerned, and 11.6% are very concerned about the possibility of their home being flooded.
- 27.9% of respondents noted that their home is located within a floodplain, 53.5% are located outside a floodplain, and 18.6% are unsure if their home is located within a designated floodplain.
- Of the 24.5% of respondents knowing within the floodplain, 9.1% are in Zone AE, 18.1% are in Zone A1-A30, 9.1% are in Zone AH. However 63.6% are unsure of their zone classification.
- Nearly 76.2% of respondents indicated that their home, to their knowledge, has never flooded due to natural causes.
 - Of the 4.8% of respondents indicating their home had flooded due to natural causes, 16.7% noted that the last flooding occurred between 2000 and 2009 (this would include the 2004 Hurricanes and TS Fay). 33% flooded in 2017.
 - 50.0% of those respondents who have experienced flooding in their homes noted that the flooding was less than 1 foot in depth, 50.0% experienced between 1 and 2 feet of water.
 - The cost of structural damages associated with this flooding was varied; 50.0% noted less than \$1000; 0% noted between \$5000 and \$50,000; and 50.0% were unsure.
 - The approximate dollar value of personal items lost was varied as well; 50.0% noted less than \$1000 in loss; 0% indicated between \$1,000 and \$1,999; and 0% lost more than \$5,000 of personal items (50.0% were unsure).
- 33.3% of total respondents have flood insurance; 57.1% do not; 9.5% are unsure
- Of the 57.1% without flood insurance, the majority (44.0%) stated that the main reason for not having flood insurance was that they feel there is no real threat of a flood on their property; 16.0% indicated that cost is the main reason.
- Nearly 10.3% of respondents noted that flood mitigation efforts had been implemented on their property. 25.6% were unsure, while 64.1% did not have any mitigation efforts undertaken on their property.

- Mitigation included a variety of efforts from pouring a cement barrier at wall bases, building a flood wall, elevating house slab, control ditches, building swales, fill dirt, elevated property and home, sold property adjacent to home for retention pond, and natural vegetation to act as flood barrier.
- 85.7% of respondents indicated that they have never considered implementing flood management strategies on their property. The reasons for the lack of implementation include time and money.
- No respondents (0%) indicated that their property is currently classified as a repetitive flood loss property. 16.2% are unsure.
- 56.8% of respondents have visited the Volusia County Floodplain website (*up from 25.7% in 2013*)
- 13.5% of respondents are very satisfied with jurisdictional efforts of public involvement and outreach as it concerns flood hazards; 18.9% are somewhat satisfied; 5.4% are somewhat dissatisfied; 2.7% are very dissatisfied, and 59.4% are unaware of public involvement/outreach efforts.

The report appendices provide documentation of the various efforts used to inform the public of the survey (see Press Release, Appendix E) and a copy of the public survey with statistical results for each question (Appendix B).

The business community was engaged in the process through a survey created specifically for business owners. The link to this survey was made available to jurisdictions to release to the various Chambers of Commerce and other business oriented agencies and groups within their community. The link was distributed through various websites at the beginning of the planning process, and through a final press release near the end of the planning process (see Press Release, Appendix E). This survey was also made available at the public meetings for any business owners in attendance. This survey received 3 responses during its collection period from January 5th, 2018 to July 10th, 2018. Appendix C provides a copy of the business survey results.

Main findings from the business survey are as follows:

- 66.7% of respondents have been in business at their current locations for 11- 20 years.
- 100% of buildings were constructed between before 1987
- None of the respondents are “not concerned” about their business flooding and 100% (all 3) are “very concerned” about the flooding possibility of streets accessing their business.

- While 50% of respondents indicated they are located within a designated flood hazard zone, 50% are unsure. Of these respondents, 100% noted that they are unsure of their flood zone. One business skipped this question.
- Being located in a flood zone was a concern in business location for 50% of respondents. One business skipped this question.
- 50% of respondents indicated that their place of business has flooded due to natural/environmental causes; this event occurred in 2017. One business skipped this question.
- Flooding has caused 50% of respondents to close their business for 0-1 days and 50% to close for more than 7 days.
- 50% of respondents have flood insurance for their property while 50% are unsure.
- When asked why they do not have flood insurance, 0% of respondents without flood insurance indicated that they feel there is no real threat of flooding on their property while 100% said it is not cost effective.
- 50% of respondents noted that flood mitigation efforts have been implemented on their property.
- 0% of business respondents are satisfied with public involvement and outreach efforts by local jurisdictions as related to floodplain management.

In Volusia County, a number of Home Owner Associations are associated with developments within the 100 year floodplain. An analysis of the floodplain and home owner association data identified 94 associations within the floodplain. Another specialized survey was developed and due to the availability of only mailing addresses, postcards were sent to the 94 home owners association with information and the link to the survey. This survey was open for comment from January 5th to July 10th, 2018. During this time, 4 surveys were completed, resulting in a 5% response rate. Results of this survey are located in Appendix D.

A total of two public meetings were held during the planning process. The meetings kicked off the public process by obtaining initial comments and input from the public. All public meetings were advertised in the Florida Administrative Weekly and a press release was issued to all jurisdictions and the Volusia County Public Information Officer. Appendix E provides samples of the public meeting announcements conducted throughout the county and within jurisdictions.

Due to the size of Volusia County, it was determined the best way to reach the residents was to hold one meeting on the east side of the county (City Island Library, Daytona Beach) and one on the west side (DeLand Public Library). The meetings were held on June 15th and June 18th, 2018, respectively. The meetings consisted of a presentation on the plan background and purpose, question and answer session and an open house session. Computers were provided at the meeting for attendees to access the public survey and

to visit the Volusia County Flood Mapping website to determine whether a specific property is located within the floodplain. Public comments were recorded and brought back to the planning team for discussion and review.

The public was also provided the opportunity to comment on the final draft plan through an open survey period. Emails with the plan and survey links were provided to property, business and homeowners who supplied contact information in the initial surveys. A press release was provided to media outlets and all jurisdictions and partnering agencies and stakeholders were provided the link to the survey and document for dissemination to the public and for use on social media outlets. The public comment period was open from June 15th, to July 10th, 2018. Attempts to encourage public input to the planner or Floodplain Management Plan Committee included information distributed through Utility Bills and informational notices posted on webpages. Local television channels, including Channel 13, were provided with press releases of the FMP Public Survey to televise. Additionally, the County has built a web site and links to provide flood and other natural hazard related information.

C. Coordinate

Existing studies, reports, plans and other information were reviewed in the development of this plan. These documents include the Volusia County Local Mitigation Strategy, local Comprehensive Plans, Land Development Codes, Ordinances, and stormwater management plans. During the LMS update of 2014, individual plan updates were reviewed as well to ensure consistency and overlapping projects and priorities. Table 2 illustrates the plans, reports, codes, and other documents within each jurisdiction. *The Volusia County LMS provides more information concerning each plan and its role in emergency management and floodplain management. This information can be found in Section 7: Capability Assessment of the LMS.* Note that as part of the Floodplain Management Plan, this table has been updated and modified from the LMS. It is recommended that during the next update of the LMS, this table be used as a point of update. Note: All jurisdictions, through this FMP have integrated a standalone Floodplain Management Plan.

Jurisdiction	Local Mitigation Strategy	Comprehensive Land Use Plan	Floodplain Management Plan*	Open Space Management Plan	Stormwater Management Plan	Natural Resource Protection Plan/Policies/Code	Flood Response Plan	Emergency Operations Plan	Continuity of Operations Plan	Evacuation Plan	Disaster Recovery Plan	Capital Improvements Plan	Economic Development Plan	Historic Preservation Plan	Floodplain Ordinance (or Flood Damage Prevention Ordinance)	Zoning Ordinance	Subdivision Ordinance	Land Development Code	Post-disaster Redevelopment /Reconstruction Ordinance /Policy	Building Code	Building Code with FEMA Floodplain Standards (2013)	Fire Code	National Flood Insurance Program	NFIP Community Rating System
Daytona Beach	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Daytona Beach Shores	X	X			X			X		X		X			X	X		X		X	X	X	X	X
DeBary	X	X	X	X	X	X	X	X			X	X	X		X	X	X			X		X	X	
Deland	X	X	X	X	X		X	X	X	X	X	X	X		X	X	X	X		X		X	X	
Deltona	X	X	X	X	X	X		X	X	X		X	X			X	X	X		X		X	X	X
Edgewater	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X		X		X	X	X
Holly Hill	X	X	X	X	X	X	X	X	X	X		X	X		X	X	X			X		X	X	X
Lake Helen	X	X	X	X	X	X	X	X	X	X		X		X	X	X	X	X		X		X	X	
New Smyrna Beach	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X		X	X	X
Oak Hill	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X		X	X	
Orange City	X	X	X	X	X		X	X	X	X		X		X		X	X			X	X	X	X	
Ormond Beach	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Pierson	X	X						X		X		X				X	X			X		X	X	
Ponce Inlet	X	X	X	X	X	X	X	X	X	X	X	X		X	X	X	X		X	X	X	X	X	X
Port Orange	X	X	X	X	X	X	X	X	X	X	X	X	X		X	X	X	X	X	X	X	X	X	X
South Daytona	X	X	X	X	X	X	X	X	X	X	X	X	X		X	X	X			X		X	X	X
Volusia County	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X

Table 2: Jurisdictional Plans

Source: Volusia County LMS, 2018

The Planning Team reviewed plans from the County and all jurisdictions for information geared to assist in the data collection, analysis and overall development of this plan. While the Local Mitigation Strategy provided a great deal of information, individual Comprehensive Plans gave the planning team good insight into the policy-driven needs of these jurisdiction from a community resiliency and land use perspective. The datasets compiled from the Future Land Use element of each Comprehensive Plan within the County (city and county) were utilized to create a land-use based GIS analysis in the risk assessment portion of this report. The county Emergency Operations Plan and COOP Plans were also reviewed by the Planning team to ensure the initiative and analyses included in this plan reflect the actual response mechanisms already in place in Volusia County. Of the plans listed above, another crucial piece of information from the jurisdictional level came from building codes and standards located within Land Development Codes.

V. RISK ASSESSMENT

A. Assessing the Hazard

The County consists of approximately 1,210 square miles with 50 miles of Atlantic coastline. Approximately 982 square miles are located in unincorporated areas and 238 square miles are incorporated. On the east side of the County, the Halifax River and the Indian River North/Mosquito Lagoon make up the Intracoastal Waterway and form long, narrow estuaries which separate the mainland from the barrier island. Ponce De Leon Inlet, located near the middle of the coastline, serves as the County's only passage through which ocean tides and hurricane surges pass into the Intracoastal Waterway.

The St. Johns River is the largest river in the County and flows along the west side of the County. The Tomoka River has a tributary area of 159 square miles, which serves the northeastern and central portions of the County. The river flows from south to north and discharges through the Tomoka Basin to the Halifax River, which can be subject to storm surge.

Volusia County's primary and most often occurring hazard is from flooding caused by hurricanes, tropical storms, and subtropical events that are associated

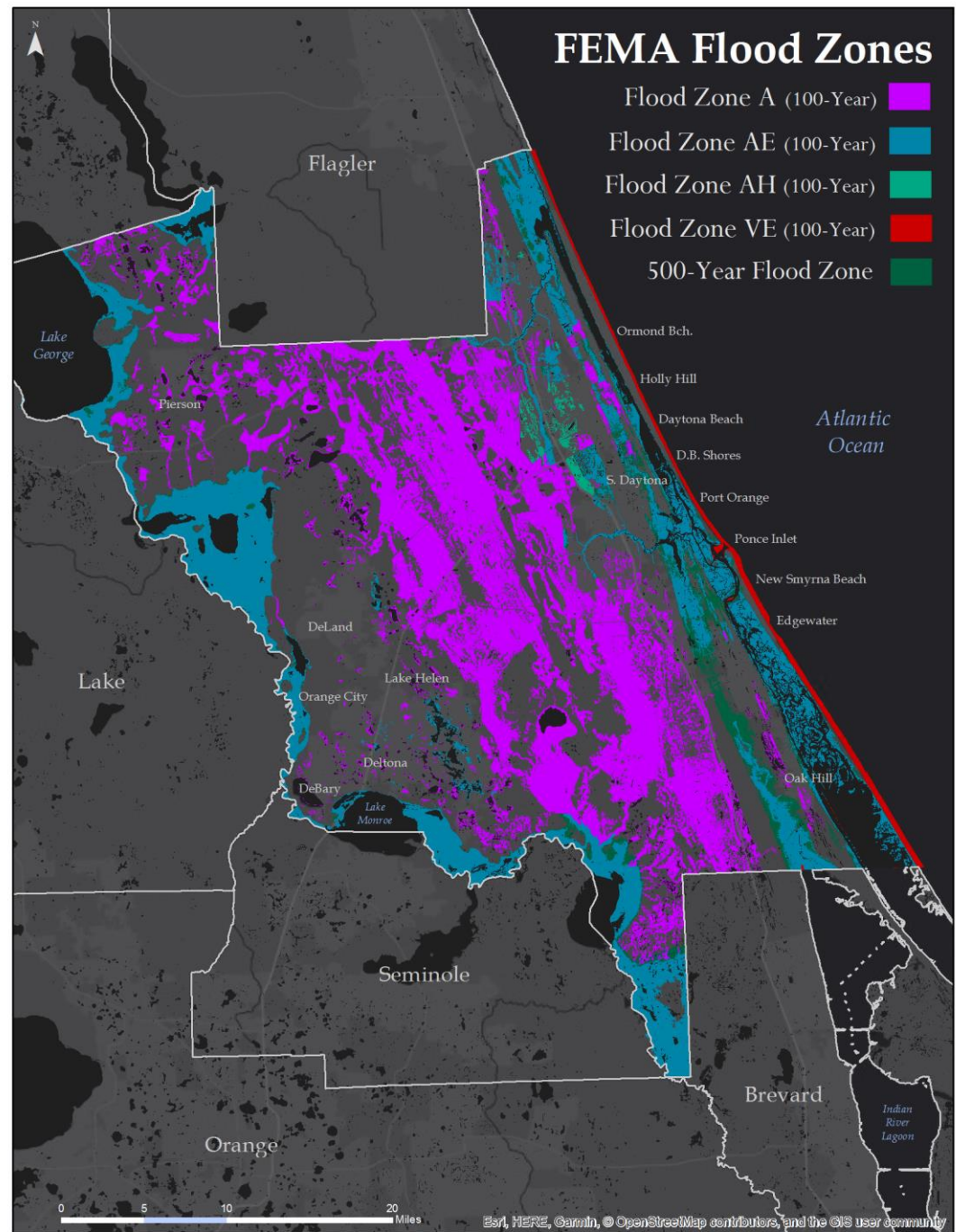


Figure 1: FEMA Flood Zones

with extremely heavy rain. Many areas of Volusia County are susceptible to riverine and urban flooding as well as by storm surge due to coastal storm events. Riverine flooding occurs from the St. Johns River, the Halifax River and the Tomoka River, in addition to associated tributaries and creeks such as Thompson Creek and Laurel Creek in the Ormond Beach area.

Additionally, certain low-lying inland areas in the northwest, north, southeast and southwest are considered flood-prone areas. Many evacuation routes traverse the floodplain and if not mitigated properly (elevated, designed, etc.), could be prone to flooding. The figure on the previous page depicts the Volusia County 2017 DFIRM flood zones throughout the County. The storm surge zone map on the following page visualizes storm surge zones (by hurricane intensity) from the Statewide Regional Evacuation Study for the East Central Florida Region.

Areas vulnerable to flooding are generally located within the floodplain. FEMA updated the Flood Insurance Rate Maps for Volusia County and published them in 2017. Base flood elevations have been calculated in the Flood Insurance Study for Volusia County.

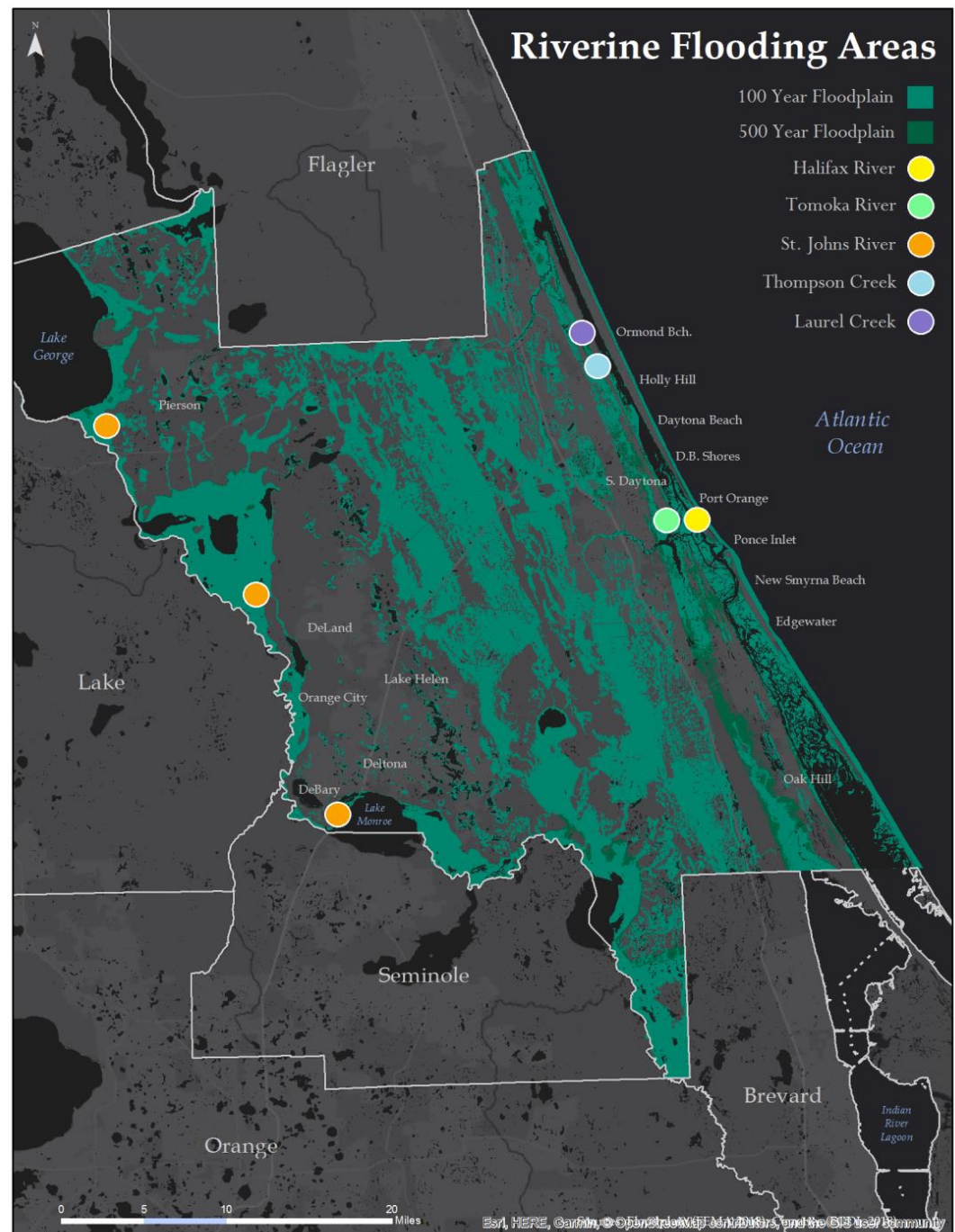


Figure 2: Riverine Flooding Areas

Storm Surge

Coastal flooding caused by tropical storms, hurricanes and unusually high tides combined with strong easterly or northeasterly winds also poses a continuing threat to the County. Storm surge produces most of the flood damage and loss of life associated with storms that make landfall or that closely approach a coastline. Storm surge is the most dangerous hurricane hazard, as 88% of hurricane related deaths are attributed to drowning (Source: National Hurricane Center).

The principal tool utilized in assessing the hazard of storm surge is the Sea, Lake and Overland Surges from Hurricane (SLOSH) model. The computerized SLOSH model predicts the tidal surge heights that result from hypothetical hurricanes with selected various combinations of pressure, size, forward speed, track and winds. The SLOSH model, which is utilized locally for hazard and vulnerability analysis, has been digitized into the County's GIS (Geographical Information System) mapping system. Estimated storm surge heights range from two to four feet in a Category 1 storm to in excess of twenty feet in a Category 5 storm. The table on the following page is from the 2010 Statewide Regional Evacuation Study Program developed for the east central Florida region by the ECFRPC. Through SLOSH Analysis, it was determined that a Category 1 storm surge will

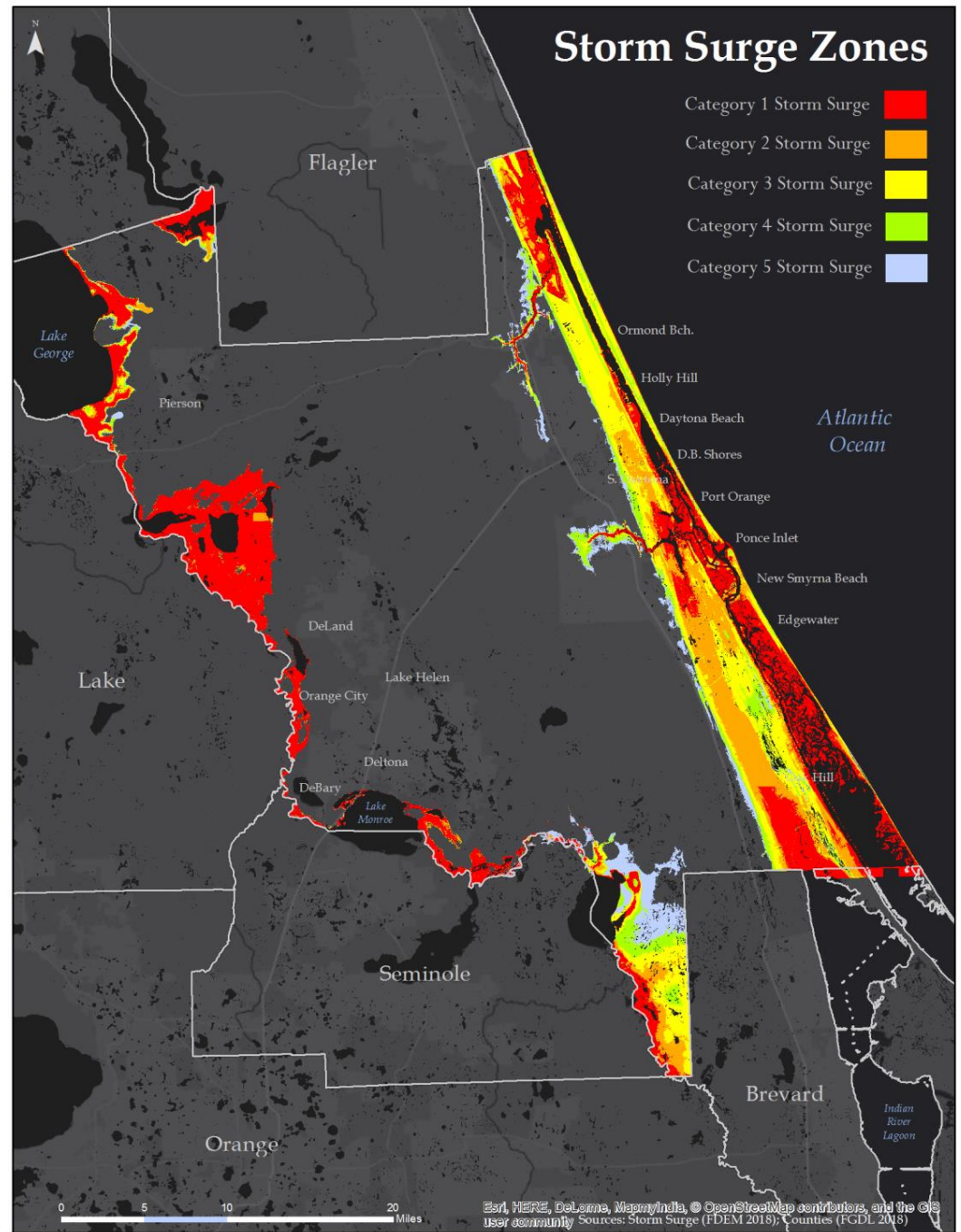


Figure 3: Storm Surge Zones

produce storm tide heights up to 6 feet. A category 5 storm will produce storm tide heights up to 25 feet. It should be noted again that these surge heights represent the maximum surge height recorded in the county from the storm tide analysis including inland and back-bay areas where the surge can be magnified dependent upon storm parameters.

Since the last FMP update in 2012, two hurricanes have impacted Volusia County. Hurricane Matthew followed a track just off shore of the County (to the east), bringing storm surge, blowing off roofs, downing trees and flooding low-lying areas of the County. Hurricane Irma also impacted the community, bringing large volumes of rain to the County. This rain caused rising waters to infringe near highly sensitive electrical equipment, flooded properties, and widespread lightning. Storm surge from this event flooded beaches, coastal roadways and businesses, and destroyed a boardwalk near Ponce Inlet.

Storm surge also occurred during the 2004 storms: Hurricanes Charley, Frances, and Jeanne. Although no official flooding depth measurements were taken during the 2004 events, it has been estimated that storm surge flooding during the storms caused tidal waters to rise three to five feet above the mean high tide. During Hurricane Frances, over 13 inches of rain fell in the County causing substantial flooding. Over \$390 million worth of damages resulted from wind and flooding impacts. The most recent significant freshwater flooding was a result of the “No-Name” rain event of May 2009 which impacted numerous homes on the east side of the County. This event left some properties in the affected areas two feet under water. In 2008, Tropical Storm Fay caused severe flooding on the west side of the County. Rainfall ranged from 3 inches to over 10 inches along the east coast of Florida. Volusia County reported damages in excess of \$13.5 million.

Since 1965, Volusia County has received numerous disaster declarations for such hazards as hurricanes, tornados, floods and severe freezes. Since 1993, there have been 21 reported flood events in Volusia County. The table on the following page is a list of the severe storm and flooding activation events for the Volusia County Emergency Operations Center. These events include those Presidential Disaster Declarations.

As stated above, riverine and storm-surge induced flooding events can and do occur outside of the 100-year floodplain. Areas where levees and dams are present are also at an increased risk for flooding events, as are areas along the coastline that are within coastal erosion zones. Finally, long term sources of risk such as sea level rise and tsunamis must be included as “lower probability” threats to areas that are not within the floodplain. The last known tsunami-type event occurred in Daytona Beach on July 3, 1992, injuring over 70 individuals. Solutions to these issues can include infrastructure mitigation, shoreline protection and resilient community

Table 3: Potential Storm Tide Height(s) (In Feet above NAVD88)

Hurricane Strength	Volusia Depth
Category 1	Up to 6'
Category 2	Up to 10'
Category 3	Up to 14'
Category 4	Up to 23'
Category 5	Up to 25'

Source: Statewide Regional Evacuation Study (2010)

planning techniques (including developing in areas that are not prone to flooding). Implementing the principles of smart growth and the clustering of future population centers in non-vulnerable areas will help to lower long term risk to natural hazards such as flooding, storm surge and coastal erosion.

Table 4: Disaster Declarations resulting in Flooding in Volusia County

Date of Event	Type of Event	Area of Event	Damage Estimate	Damage Estimates
			# of Parcels	Dollars
11/17/1994	T.S. Gordon	County-wide	658	\$10,602,924.00
8/3/1995	Hurricane Erin	Edgewater	31	\$65,052.00
7/10/1996	Hurricane Bertha	County-wide	N/A	N/A
9/5/1996	Hurricane Fran	County-wide	N/A	N/A
10/8/1996	T.S. Josephine	County-wide	193	\$1,232,343.00
9/14/1999	Hurricane Floyd	East Side	433	\$18,655,353.00
10/16/1999	Hurricane Irene	East Side	185	\$16,809,266.00
9/16/2000	Hurricane Gordon	County-wide	N/A	N/A
9/14/2001	T.S. Gabrielle	County-wide	44	\$474,135.00
11/15/2001	Rain Event	East Volusia	39	\$561,300.00
9/4/2002	T.S. Edouard	County-wide	N/A	N/A
8/13/2004	Hurricane Charley	County-wide	5,719	\$106,900,000.00
9/4/2004	Hurricane Frances	County-wide	26,964	\$393,900,000.00
9/25/2004	Hurricane Jeanne	County-wide	N/A	\$59,500,000.00
9/8/2005	T.S. Ophelia	County-wide	Beach	N/A
10/23/2005	Hurricane Wilma	County-wide	3	\$752,000.00
8/29/2006	T.S. Ernesto	County-wide	N/A	N/A
8/18/2008	T.S. Fay	County-wide	240	\$13,580,016.00
5/17/2009	May Rain Storm	County-wide	1,654	\$69,516,703.00
10/7/2016	Hurricane Matthew	County-wide	10,041	\$442,509,779
9/11/2017	Hurricane Irma	County-wide	4,808	\$321,038,971

Known Flooding Areas (Countywide)

Figure 3 depicts areas that have been identified by county stakeholders as areas prone to flood damage. These include 1) the Sica Hall Canal; 2) the LPGA Canal; 3) the Nova Canal and 4) the Stone Island community. All of these locations are prone to flooding during relatively moderate rain events. A member of the public also identified Bethune Point Park (near Beville Road) as a known flooding area ([see star on map](#)).

Less Frequent Floods

This plan focuses on four types of less-frequent floods. The following events types are included and assessed:

1. Category 3-5 Hurricanes
2. Drawn-Out Rain Events
3. 500-Year Flood Events

The four known flooding areas shown in the map on this page are susceptible to water intrusion into private property and roadways during all three of the events mentioned above. However, it is particularly during the second event, “drawn out rain events”, where residents are less-prepared to deal with the effects and the damage could be higher than expected. These storm events often last days and steadily accrue a number of inches of rain.

Prep for Less Frequent Flood in Flood-Prone Areas

In best case scenarios, residents in these flood-prone areas prepare for these events using sand bags and other short term, temporary mitigation methods. These techniques are common for hurricane preparations but must be done on the fly during drawn-out rain events.

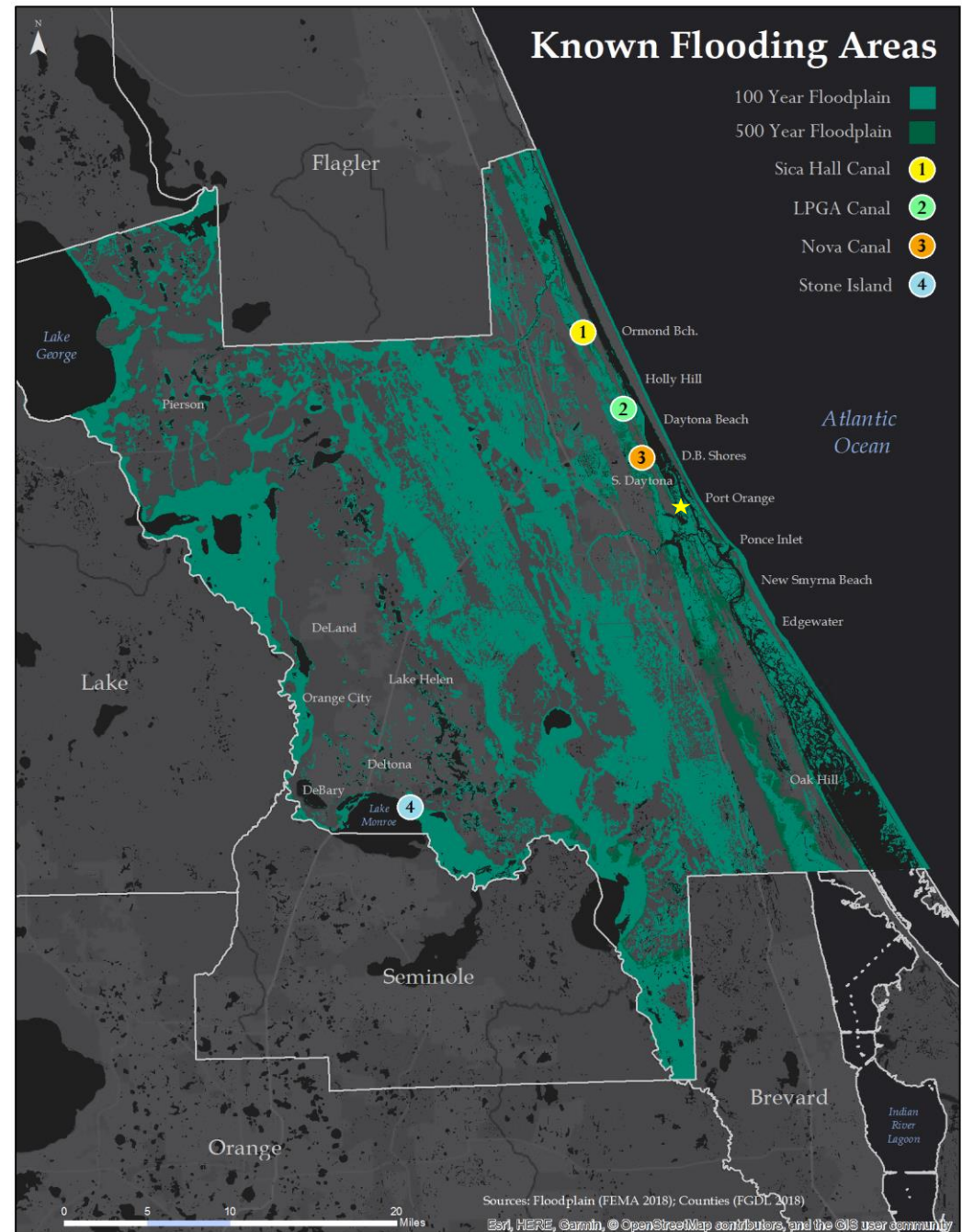


Figure 4: Known Flooding Areas

500 Year Floods

The 500-year flooding event is a third form of a “less frequent flood” that will impact Volusia County at some point in time over the long term. A map of this zone is available to the right.

Long Term Impacts of Sea Level Rise

The frequency of future floods may increase over the long term as sea levels rise along the Atlantic coast and lagoon system. The map below depicts long term hazard zones in the County as determined by NOAA’s Coastal Flood Exposure Mapper. This model takes into account flood zones, sea level rise, storm surge and high tides. The table to the right depicts flooding frequency increases tied to sea level rise.

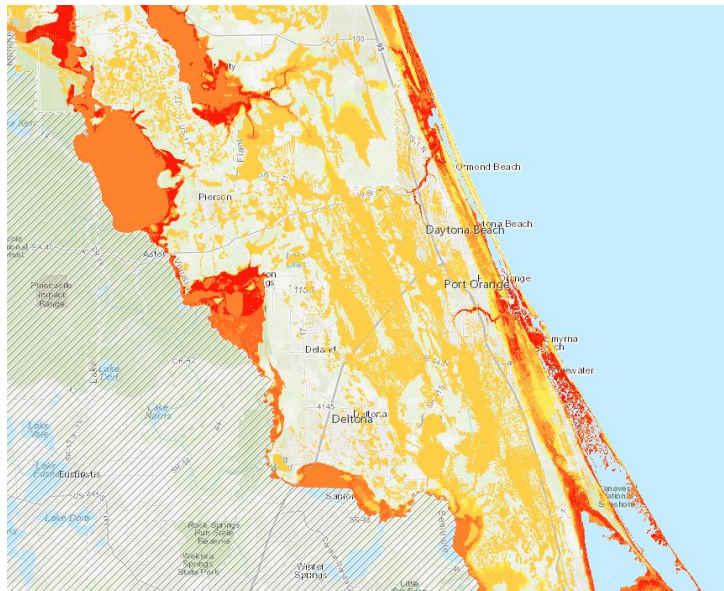


Figure 5: Combined Hazard Zone

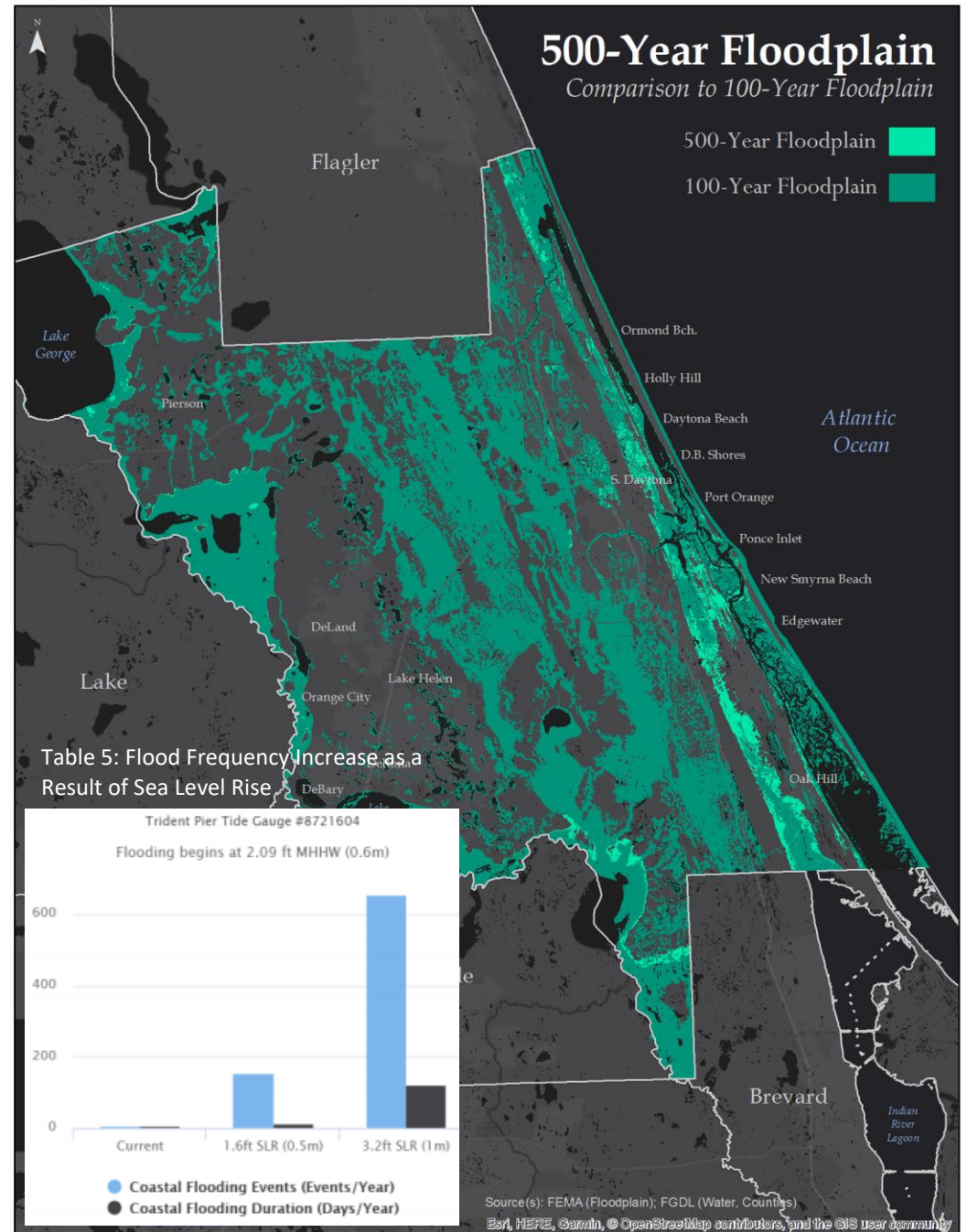


Figure 6: 500 Year Floodplain

Regional and Local Efforts to Plan for Increasing Flood Frequency and Sea Level Rise

Flooding and storms have become more frequent across Florida's coastal communities due to changing climate and sea level rise. Mean elevation for the State of Florida is approximately 100 feet above sea level with the highest point registering at only 345 feet above sea level. In Volusia County, the highest natural point of elevation is 120 feet above sea level. Local governments and residents are starting to see the beginning impacts sea level rise combined with storms will have on their community. As sea level rise continues, it is becoming of critical importance to understand the potential vulnerability of inundation and flooding on communities and infrastructure, specifically those facilities located in low-lying coastal areas. The U.S. Army Corps of Engineers High Projection Rate Curve anticipates sea level rise along Daytona Beach Shores to be 5.15 feet by 2100. This, along with a 100-year storm, could mean devastation to coastal communities if appropriate planning and action is not taken early enough.

The Volusia County Office of Emergency Management in partnership with the East Central Florida Regional Planning Council (ECFRPC), Florida Department of Transportation, the River to Sea Transportation Planning Organization, and UF GeoPlan has taken a deep dive into the assessment of impacts of sea level rise inundation as well as impacts of sea level rise, combined with a 100-year coastal storm. By taking a risk-based approach and identifying vulnerable facilities, agencies and jurisdictions can implement adaptation practices overtime that will protect these facilities and minimize impacts on the community.

The information, data and recommendations developed through these efforts has been made available to communities and agencies throughout Volusia County to aid them in the planning for future conditions related to flooding and sea level rise inundation.

In 2016, the Space Coast Transportation Planning Organization funded a sea level rise analysis for the County to look at impacts from the US Army Corps of Engineer projection rate curves including the high projection rate curve which exceeds the CRS minimum future condition analysis of NOAA 2012 Intermediate-High projection by approximately 1 foot by 2100. The analysis included an assessment of evacuation routes and the major roadway network, evacuation support facilities, scenic byways, railroads, and also addressed impacts to stormwater storage. Numerous recommendations were provided in the report including the adoption of a base sea level rise modeling scenario. This report can be found <https://www.perilofflood.net/projects>.

In 2017, through a Florida Department of Environmental Protection Grant, the VCOEM and partners continued to build on the counties assessment of impacts from flooding and sea level rise. Using the FDOT Sea Level Scenario Sketch Planning Tool along with FEMA's Hazus-MH software, impacts of sea level rise, combined with a 100-year-storm were modeled, along with hypothetical alterations of a historical hurricane under sea level rise scenarios. Using these models and Volusia County data, critical assets such as shelters, airports, power plants, and other critical facilities were assessed to determine potential impacts during such a 100-year storm event with increased coastal flooding.

Assessments also included evacuation routes and property impacts. Potential economic impacts were assessed in terms of property value and damage assessments using HAZUS. The study also looked at the different approaches Volusia County can use to build resiliency including retreat, accommodate, and protect. Resources, along with recommendations for implementing new data and strategies, policies and information into existing plans throughout the county were discussed. Emphasis was placed on Emergency

Preparedness, Land-Use, and Transportation. The data, resources and recommendations within this report should provide Volusia County with a solid foundation to guide conversations and coordination to determine the appropriate approach in each situation. This report can be found at <https://www.perilofflood.net/projects>.



The frequency of coastal flooding (pictured) is projected to increase with rises in sea levels.

B. Assessing the Problem

1. VULNERABILITY SUMMARY

Table 5 depicts the Hazard Risk Score for each jurisdiction as it concerns flooding and storm surge as per the Local Mitigation Strategy. Each hazard was scored by the jurisdictions based on a number of vulnerability factors including area impacted, health and safety of the population, property, environment, and economic vulnerability. Each hazard was given a score between one and five with five being the greatest. This number was then multiplied by the score of the hazards probability of occurrence (1-5) resulting in a risk rating for each jurisdiction. Additional hazard information can be found in the Volusia County Multi-Jurisdictional Local Mitigation Strategy (LMS), Section 5 – Hazard Profiles. Specific information for Hurricane and Tropical Storms can be found in Section 5.3; Flood can be found in Section 5.10; and Storm Surge can be found in Section 5.11. Section 7.3.4 Floodplain Management describes the Volusia County NFIP actions and the Community Rating System.

The Flood Hazard analysis includes location and spatial extent of the hazard, historical occurrences and impacts, historical summary of insured flood losses, analysis of loss properties and probability of future occurrences.

In order to update the Volusia County Multi-Jurisdictional Local Mitigation Strategy of 2014, a Vulnerability Assessment was updated using HAZUS and MEMPHIS data, as well as the most recent local parcel data for GIS analysis. Hazard maps, hazards exposure and loss estimates were also included. (See Sections 4, 5 and 6 of the LMS for further information.) In addition, each jurisdiction reviewed the hazards scores that were included in the 2005 and 2010 LMS (Comparison of Jurisdictional Relative Risk) and modified the scores for each hazard to reflect changes in the impacted area; probability of occurrence; and affects to the built and natural environment and economy.

As per the 2014 Volusia County FMP, Volusia County’s probability of flood occurrences is rated as “high” (expected to occur at least every 5 years). While all 17 jurisdictions in Volusia County participate in NFIP, 10 jurisdictions currently participate in the Community Rating System (CRS): Daytona Beach, Daytona Beach Shores, Deltona, Edgewater, Holly Hill, New Smyrna Beach, Ponce Inlet, Port Orange, South Daytona, and Volusia County.

2. LIFE, SAFETY AND HEALTH

Freshwater flooding along rivers and streams causes significant property damage and has the potential of causing personal injury and deaths. Over the past 20 years, freshwater flooding had become the leading cause of death related to hurricanes. This is due in part to the successful evacuation planning efforts in the United States which had significantly reduced the number of deaths (in the U.S.) related to storm surge until 2005. However, it is also recognized that many coastal and inland residents do not recognize the risk associated with freshwater flooding, especially when driving.

In response, a national program, “Turn Around, Don’t Drown” was implemented in 2002. Typically, the rainfall associated with, and in advance of, a hurricane does not in itself necessitate the emergency evacuation of residents during the passage of a hurricane. Days after a storm however, the coastal flooding and rainfall – particularly from slow moving storms - may cause the evacuation of inland residents as swollen rivers and streams breach their bank or levees. Rainfall may cause the inundation of roadways sought as evacuation routes. In addition, given Florida’s climatology and the normal summer weather, flooding may occur as a disassociated event prior to the hurricane, flooding evacuation routes and saturating the ground. Contingency plans including rerouting, sandbagging and pumping will be coordinated with local and state law enforcement and the State Department of Transportation. Rainwater inundation of evacuation routes must be addressed in an evacuation plan. The planning strategy to address this problem is to plan for the passage of all vehicles over such roadways before substantial rainfall from the hurricane is expected. The Central Florida region is among the fastest growing regions in the nation. Volusia County is located within the northeastern quadrant of this region and has seen a vast increase in population since the late 1970’s. From a safety and health perspective, the locations of new populations migrating to Volusia County over the next few decades would benefit if located away from floodplains. Two strategies to counter human exposure to floodplains include urban infill and increased density near existing transit nodes.

Volusia County Population Counts (US Census, 2016)	
Daytona Beach - 66,645	New Smyrna Beach - 25,796
Daytona Beach Shores - 4,481	Oak Hill - 2,029
DeBary - 20,394	Orange City - 11,403
DeLand - 31,569	Ormond Beach - 42,162
Deltona - 90,124	Pierson - 1,849
Edgewater - 22,077	Ponce Inlet - 3,220
Holly Hill - 12,142	Port Orange - 61,105
Lake Helen - 2,740	South Daytona - 12,789

Health Hazards from Flood Waters and Mold

Volusia County Emergency Management will utilize its social media accounts and local news stations to warn citizens of mold exposure in circumstances involving standing water and drawn-out rain events discussed on page 14. In addition, the study at [this link](#) analyzes the vulnerability of countywide stormwater systems to infringing water. Effective stormwater systems can limit the volume of standing water on public and private property after storm events.

Impact of Hazards on Warning and Evacuation Procedures

The Volusia County Emergency Management twitter account stays engaged with residents before, during and after flood hazard events. In the event of mass communication and power outages in the community, the EOC will communicate with residents via shelter staff and law enforcement as the situation requires. Strong winds can prevent certain actions.

3. CRITICAL FACILITIES

Flooding can have impacts on critical facilities and the ability to respond to emergencies. According to the Florida Division of Emergency Management, "critical facilities" are defined as those structures from which essential services and functions for victim survival, continuation of public safety actions, and disaster recovery are performed or provided. Shelters, emergency operation centers, public health, public drinking water, sewer and wastewater facilities are examples of critical facilities. Though not explicitly included in the definition, supporting life-line infrastructure essential to the mission of critical facilities must also be included in the inventory when appropriate. All but four jurisdictions in Volusia County has a critical facility within the 100-Year Floodplain or the 500-Year Floodplain. Although several western jurisdictions are low in elevation, a disproportionately high number of critical facilities that are exposed to the floodplain are within a short distance to the Atlantic Ocean or inter-coastal waterway on the east side of the county. A majority of the exposed critical facilities countywide are located east of Interstate-95.

The inundation of critical facilities can have a profound effect on the ability for coordination among county and city planning officials and mitigation activities must provide guidance to avoid 'domino effect' losses from a critical infrastructure perspective. For example, if a critical facility such as the Volusia County EOC is completely destroyed in a disaster, there are a number of other communication and logistical critical facilities that utilize the EOC as a 'home base' for their own activities. In these cases, strategies must be put in place to ensure that backup facilities can manage the loss of core critical infrastructure loss. The East Central Florida Regional Planning Council and Volusia County Emergency Management completed a Continuity of Operations Plan in 2013 for the loss of the Volusia County EOC, while other plans focused on other facilities can strengthen cooperative efforts in the future.

Specific areas of concern from a critical infrastructure and facility perspective include communication towers, water management infrastructure, facilities that double as storm shelters (including schools) and core-logistical facilities (EOC, etc.).

The table on the following page outlines the number of critical facilities exposed to the floodplain, by jurisdiction. Please reference **Appendix A** at the end of this document to view a more detailed listing of exposed critical facilities by jurisdiction.

Volusia County Emergency Management has updated its Critical Facility listing in time for the 2018 Floodplain Management Plan update. The map on this page depicts the flood hazard zones and the locations of vulnerable critical facilities at the countywide scale. Appendix A includes highly detailed maps of critical facility exposure by jurisdiction. The table below summarizes vulnerable facilities by jurisdiction.

Table 6: Vulnerable Critical Facilities by Jurisdiction

Jurisdiction	Vulnerable Critical Facilities	
	100-Yr Floodplain	500-Yr Floodplain
Daytona Beach	35	47
Daytona Beach Shores	0	0
DeBary	0	0
DeLand	1	1
Deltona	2	2
Edgewater	0	2
Holly Hill	9	16
Lake Helen	0	0
New Smyrna Beach	7	31
Oak Hill	8	8
Orange City	0	0
Ormond Beach	15	18
Pierson	1	1
Ponce Inlet	1	3
Port Orange	5	10
South Daytona	1	7
Unincorporated	41	48
Countywide	126	194

Source(s): Volusia County E.M (Facilities); FEMA (Floodplain)

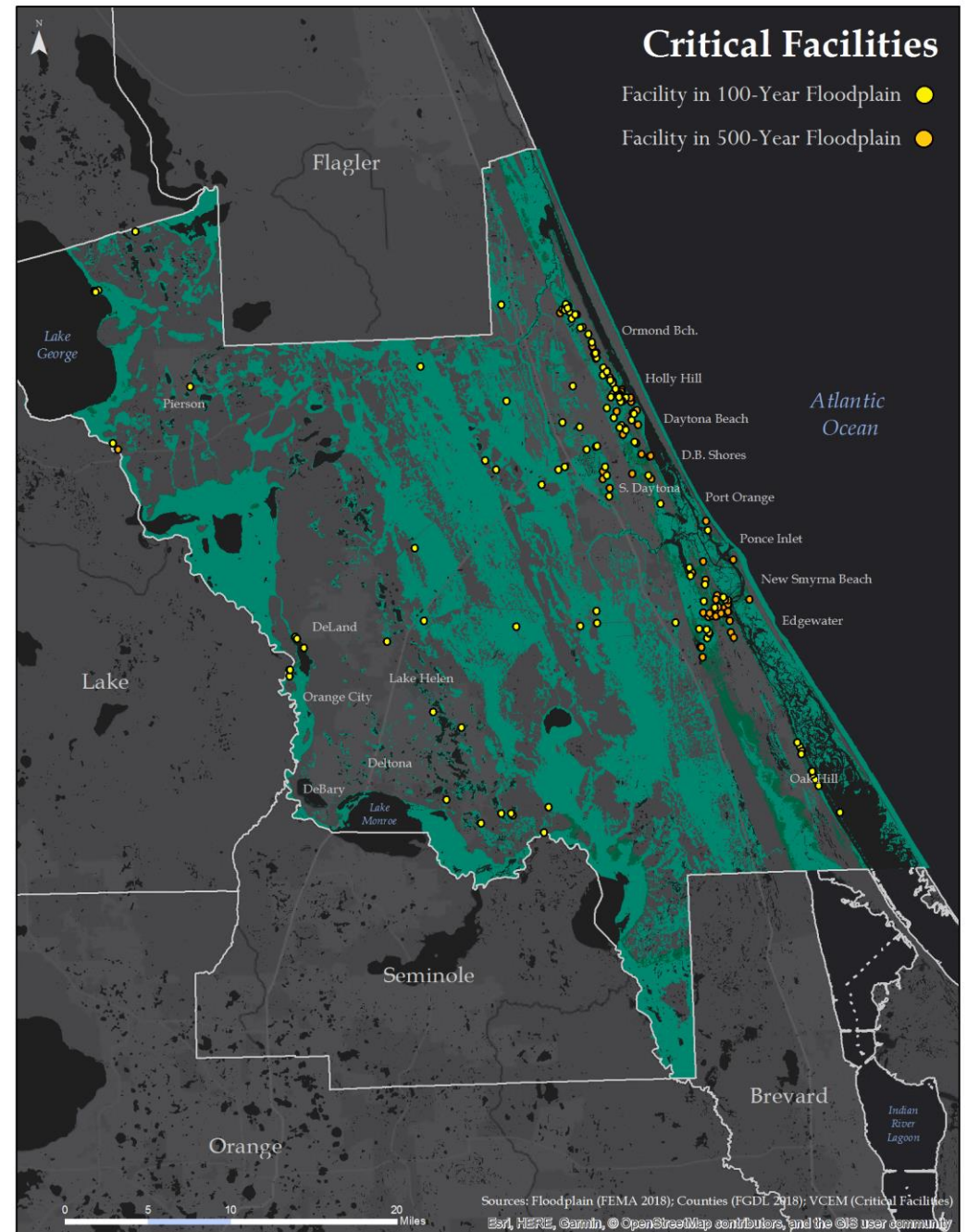


Figure 7: Critical Facilities

4. ECONOMIC ANALYSIS

Analysis of the financial values of all parcels exposed to the 100-Year Floodplain in Volusia County revealed that approximately 17 billion dollars in property value is located (partially or completely) within the 100-Year Floodplain. Of these parcels, 44.0% are considered “low value” parcels (valued under \$50,000) while only 1.85% of parcels are valued over one million dollars.

The VE floodplain zone, a specific portion of the 100-year floodplain, is located along the coastal area and includes properties that are subject to flooding from velocity occurrences such as wave action.

The following data summarizes the exposure within the 100-year flood zone.

- **Land Value:** \$6,457,318,636
- **Assessed Value:** \$17,677,741,449
- **Taxable Value:** \$12,552,049,286

While the VE zone is located near coastal areas, much of the 100-year floodplain is located within inland portions of the county. Please reference the table on the following page to view cumulative financial exposure to the entire 100-year floodplain (all zones), by jurisdiction.

As shown in the map to the right, properties in coastal areas of eastern Volusia County are among the most vulnerable on a value per square foot basis.

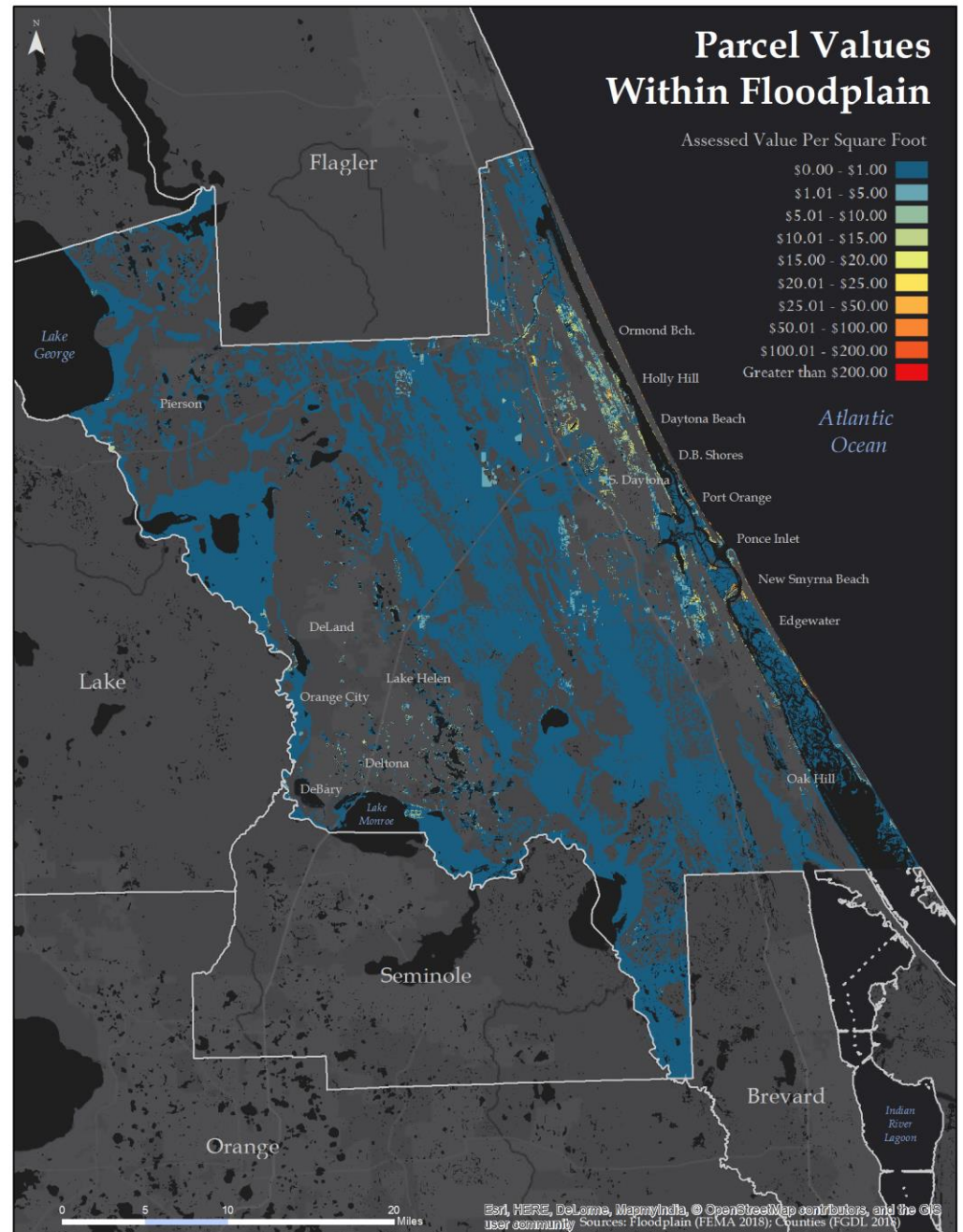


Figure 8: Parcel Values within Floodplain

Table 7: Total Financial Exposure to 100-Year Floodplain

Municipality	Parcels in Floodplain	Buildings in Floodplain	Land Value in Floodplain	Assessed Value in Floodplain	Taxable Value in Floodplain	Building Value in Floodplain
Daytona Beach	14,872	8,770	\$1,031,935,148	\$3,626,954,919	\$2,317,906,555	\$2,492,556,826
Daytona Beach Shores	4,955	132	\$408,090,848	\$1,442,221,431	\$1,332,476,443	\$995,734,555
DeBary	1,457	1,095	\$93,671,202	\$263,763,736	\$191,512,792	\$162,003,662
DeLand	215	121	\$36,181,192	\$112,726,316	\$50,845,772	\$71,983,599
Deltona	5,646	4,524	\$122,580,488	\$711,052,496	\$398,048,314	\$563,266,460
Edgewater	899	644	\$131,100,527	\$244,402,829	\$161,654,623	\$108,511,438
Holly Hill	3,007	2,102	\$112,732,648	\$433,456,264	\$342,878,826	\$315,339,218
Lake Helen	284	140	\$14,937,971	\$38,079,497	\$23,442,299	\$21,641,857
New Smyrna Beach	8,370	3,618	\$926,691,147	\$2,402,551,188	\$1,928,001,263	\$1,409,897,440
Oak Hill	607	399	\$67,278,856	\$106,502,626	\$61,701,575	\$36,099,228
Orange City	72	33	\$27,650,938	\$116,356,750	\$80,042,861	\$85,525,073
Ormond Beach	4,541	3,235	\$576,874,554	\$1,558,730,380	\$1,243,135,285	\$853,502,766
Pierson	162	70	\$7,777,178	\$16,874,499	\$9,865,908	\$8,429,260
Ponce Inlet	1,936	328	\$268,287,790	\$652,777,628	\$538,859,301	\$377,696,350
Port Orange	5,185	4,496	\$323,141,861	\$1,099,399,477	\$808,861,362	\$745,005,376
South Daytona	2,648	2,262	\$135,742,067	\$452,465,156	\$324,926,657	\$304,715,096
Unincorporated	34,172	10,229	\$2,172,644,221	\$4,399,426,257	\$2,737,889,450	\$2,111,056,027
Countywide	89,028	41,928	\$6,457,318,636	\$17,677,741,449	\$12,552,049,286	\$10,662,964,231

An analysis of previous flood zones showed considerable growth of the area located within the floodplain from 2007 to 2017. Newly exposed areas can be viewed on the map to the right (light green).

A considerable amount of expansion has occurred in northeastern Volusia County in the Ormond Beach, Holly Hill, Daytona Beach and Daytona Beach Shores areas. This floodplain growth increases financial liability within the county, as a number of the parcels in these areas are developed. A substantial amount of expansion of the floodplain also occurred in the central portions of the county to the east of Lake Helen and to the northeast of Deltona. Parcels in this area are primarily undeveloped and have future land uses that do not allow future development for the most part. Within Deltona, Orange City, DeBary, Lake Helen and portions of Southern DeLand, the floodplain has expanded primarily in areas in close proximity to lakes and other water bodies.

Volusia County is also susceptible to increases in the size of the 100-year Floodplain as a result of rising sea levels. This would primarily affect parcels in close proximity to the coast, lagoon and inland rivers.

Floodplain Size Comparison

2007 DFIRM – Volusia County: 406,303 Acres

2017 DFIRM – Volusia County: 417,939 Acres (+2.9%)

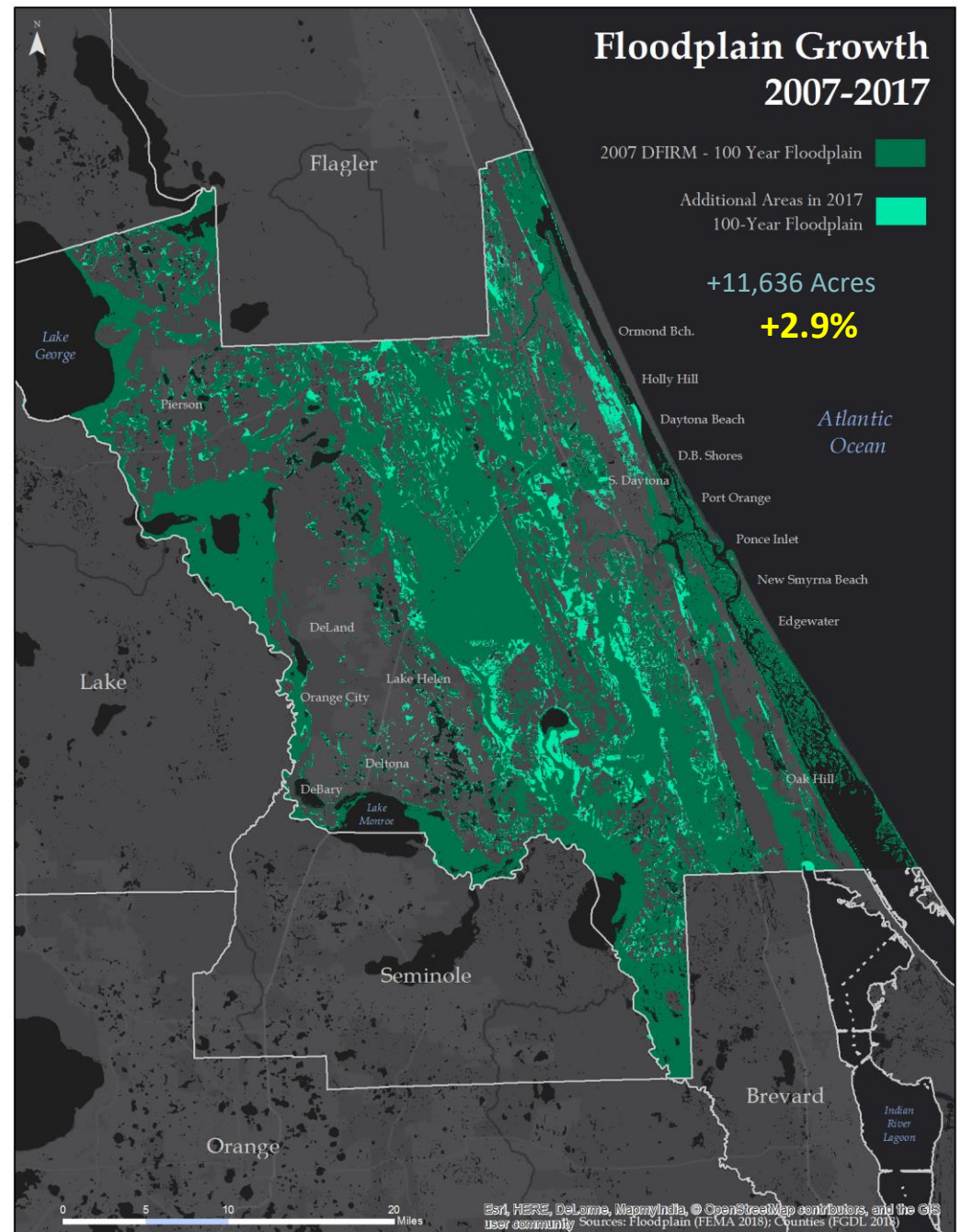


Figure 9: Floodplain Growth

An analysis of properties located totally, or in part, within the floodplain reveals that 30.9% of all parcels countywide are located in the floodplain, totaling 41,928 structures. This includes 10,229 structures within unincorporated Volusia County and 31,699 structures in all other municipalities combined. It is important to note that 52.9% of the parcels exposed to the floodplain are undeveloped, while built parcels represent a full spectrum of development from the 1940's and forward.

Key Dates Include:

1968

1986

2002

Parcels in Floodplain with a Building (Clipped)

Year Built

- Before 1968 (Red)
- 1968 - 1985 (Orange)
- 1986 - 2001 (Yellow)
- 2002 - 2017 (Green)

Map labels include: Flagler, Seminole, Orange, Brevard, Lake George, Lake Helen, Lake Manatee, Deltona, Orange City, DeLand, DelBary, Ponce Inlet, New Smyrna Beach, Edgewater, Oak Hill, Port Orange, S. Daytona, D.B. Shores, Daytona Beach, Holly Hill, Ormond Bch., Indian River Lagoon, and Atlantic Ocean.

Sources: Floodplain (FEMA 2018); Counties (FGDL 2018); Year Built (Volusia Co.).
 Esri, HERE, Garmin, © OpenStreetMap contributors, and the GIS user community

Risk Assessment

Table 8: Year Built of Structures in the 100-Year Floodplain

Municipality	# Parcels in Floodplain	% Parcels in Floodplain	Buildings in Floodplain		% Parcels Not Built	# Built < '68	# Built '68 - '85	# Built '86-'01	# Built '02-'13
Daytona Beach	14,872	49.6%	8,770		59.0%	3,138	2,915	1,634	1,083
Daytona Beach Shores	4,955	74.9%	132		97.3%	54	56	10	12
DeBary	1,457	14.2%	1,095		24.8%	192	234	411	258
DeLand	215	1.6%	121		43.7%	6	9	28	78
Deltona	5,646	14.5%	4,524		19.9%	146	1,200	2,137	771
Edgewater	899	8.0%	644		28.4%	115	204	202	123
Holly Hill	3,007	51.0%	2,102		30.1%	941	715	253	193
Lake Helen	284	16.9%	140		51.4%	67	32	25	16
New Smyrna Beach	8,370	41.5%	3,618		56.8%	709	1,049	1,191	669
Oak Hill	607	34.8%	399		34.3%	45	160	88	106
Orange City	72	1.8%	33		54.2%	4	4	11	14
Ormond Beach	4,541	22.9%	3,235		28.8%	468	1,173	1,121	473
Pierson	162	13.0%	70		56.8%	29	23	12	6
Ponce Inlet	1,936	53.5%	328		83.1%	34	166	70	58
Port Orange	5,185	21.4%	4,496		13.3%	548	1,739	1,403	805
South Daytona	2,648	46.5%	2,262		14.6%	653	1,128	383	98
Unincorporated	34,172	38.3%	10,229		70.1%	1,653	3,588	3,068	1,922
Countywide	89,028	30.9%	41,928		52.9%	8,801 21.0%	14,395 34.3%	12,047 28.7%	6,685 15.9%

6. REPETITIVE LOSS ANALYSIS

There are repetitive loss properties within 14 of the 16 jurisdictions within Volusia County. These properties have experienced an average of 2.62 flood events per property. Countywide distribution of repetitive loss properties is somewhat weighted to the east, as a majority of the repetitive loss properties in the county are in the Daytona Beach, New Smyrna Beach and Ormond Beach areas. The western side of the county also has a number of repetitive loss properties, most notably the cluster within the Stone Island residential area in the southwestern portion of the county.

Previously collected data showed that the majority of properties have not undergone mitigation efforts; however there is insufficient data to measure an actual percentage for the entire county. Internal County data shows that the percent of repetitive loss properties that have been mitigated is below the 50% level.

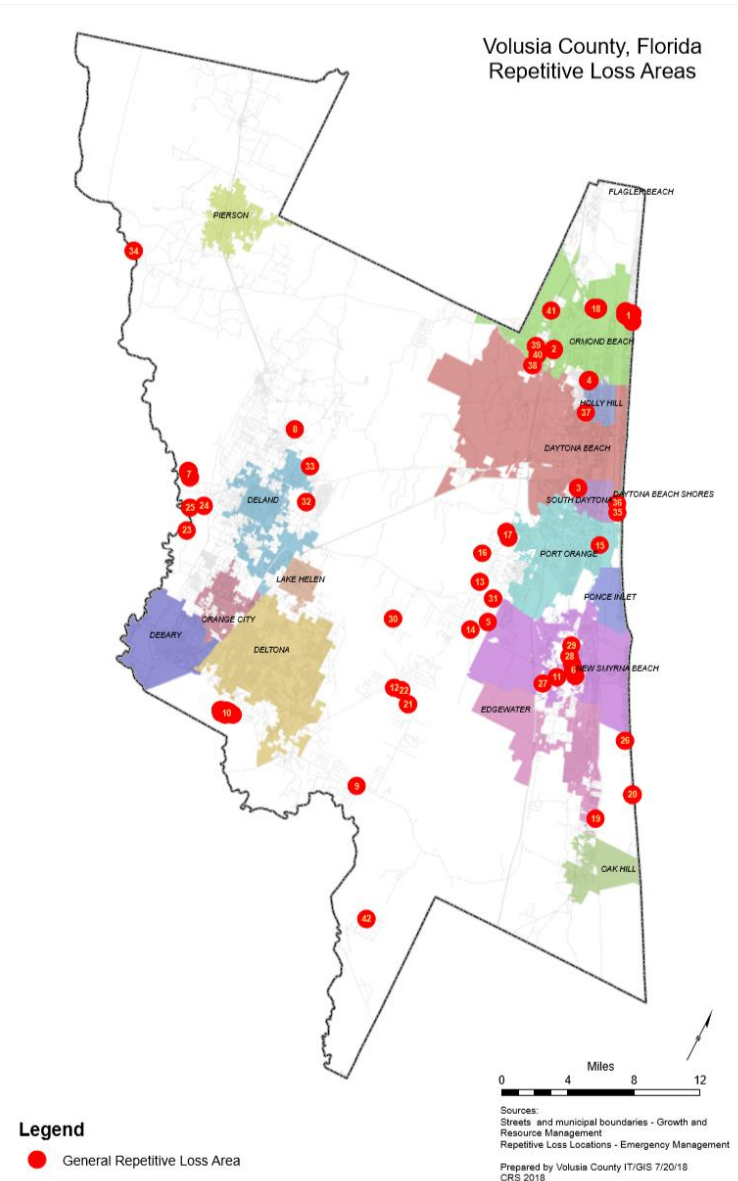


Figure 11: Repetitive Loss Properties

Mitigation Strategy for Repetitive Loss Properties

The Volusia Prepares working group, mentioned previously in this plan, prioritizes mitigation projects among the county and all municipalities through the Action Plan.

Of the many project types included in the Action Plan is the mitigation of repetitive loss properties by raising the properties or through other measures. These properties are often mitigated with funds from the Federal Emergency Management Agency's (FEMA) Hazard Mitigation Grant Program (HMGP).

For a listing of the repetitive loss properties that have been given a priority for mitigation by the Volusia Prepares working group, reference the Action Plan in Appendix G.

7. FLOOD CLAIM ANALYSIS

All jurisdictions in Volusia County participate in the National Flood Insurance Program (NFIP) and 10 participate in the Community Rating System (CRS) program as noted in Table 2. The number of flood insurance policies county-wide totals 11,914. The table below breaks down the number of flood insurance policies, claims and claims paid by jurisdiction during the year from 1978 to 2009 and from 2010 to 2017.

There have been 1,560 flood losses reported in Volusia County through the NFIP from 1970 through November 2017, totaling more than \$35 million in claims payments. Since 1978, \$27,726,387 has been paid back in claims. All flooding event types are included.

It is also important to note that these numbers include only those losses to structures insured through NFIP policies and for which claims were sought and received. Following the 2004 hurricanes, 1,106 claims totaling \$14.3 million were paid in Volusia County. The 2016 and 2017 hurricane seasons also resulted in claims being paid to policyholders.

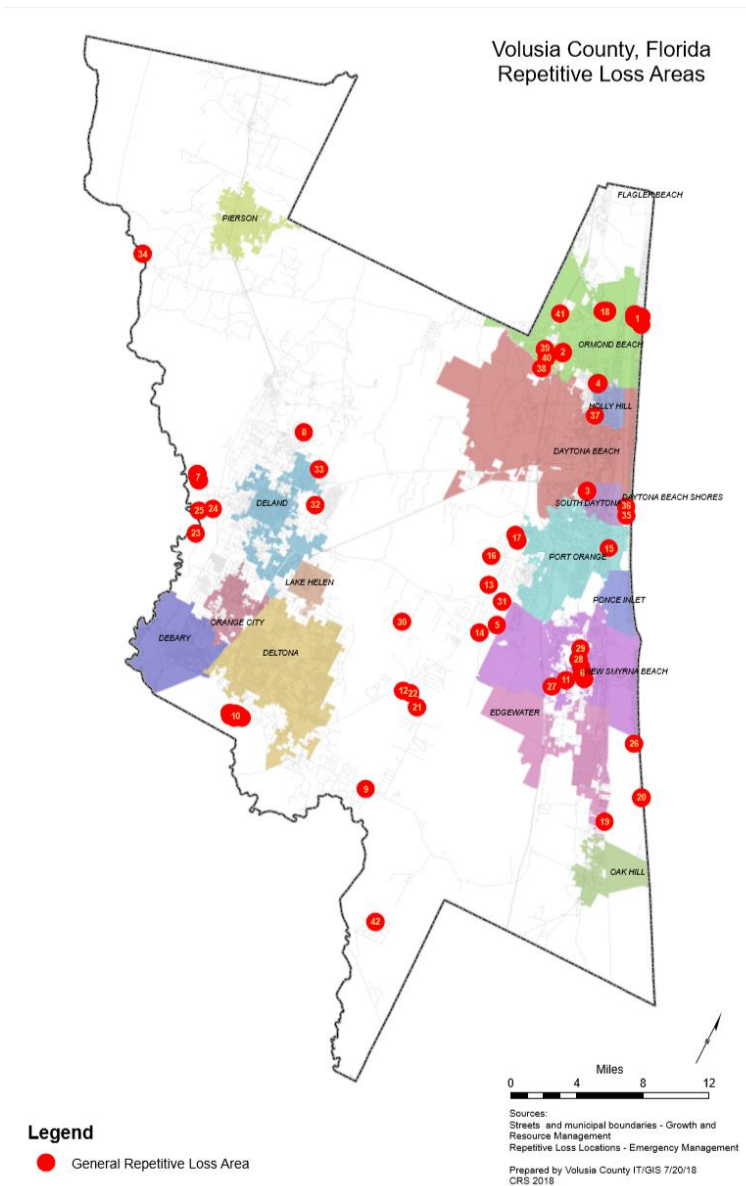


Figure 12: Flood Insurance Policies and Claims

Jurisdictional Flood Claim Information

Flood claim and repetitive loss property information is compiled by FEMA and individual municipalities. Please refer to the individual municipal contacts on page 2 of this plan to request this information.

8. NATURAL PROTECTION

The Volusia County Comprehensive Plan and jurisdictional comprehensive plans all include a conservation element which aims to prevent the degradation of water bodies, wetlands, rivers, estuaries and essential upland areas. Goals and policies in the conservation elements include the protection of surface water resources and the floodplains associated with the water sources, including limiting dwelling unit densities within the floodplains and flood-prone areas. The County and the jurisdictions recognize the importance wetlands and floodplains of surface water bodies play in protecting uplands.

To this effect, the protection of undisturbed segments of floodplains associated with surface water bodies shall continue through land use controls, conservation easements, public acquisition and other methods. These and other policies in the Comprehensive Plans aim to protect and utilize physical and ecological functions of natural drainage ways and patterns to protect developed areas from flood impacts. Wetland and easements maintained along water bodies not only serve as flooding buffers to development but also provide habitat for various species which may otherwise be displaced through fill and development.

According to the analysis performed using GIS, 211,943 acres of existing conservation land in Volusia County is

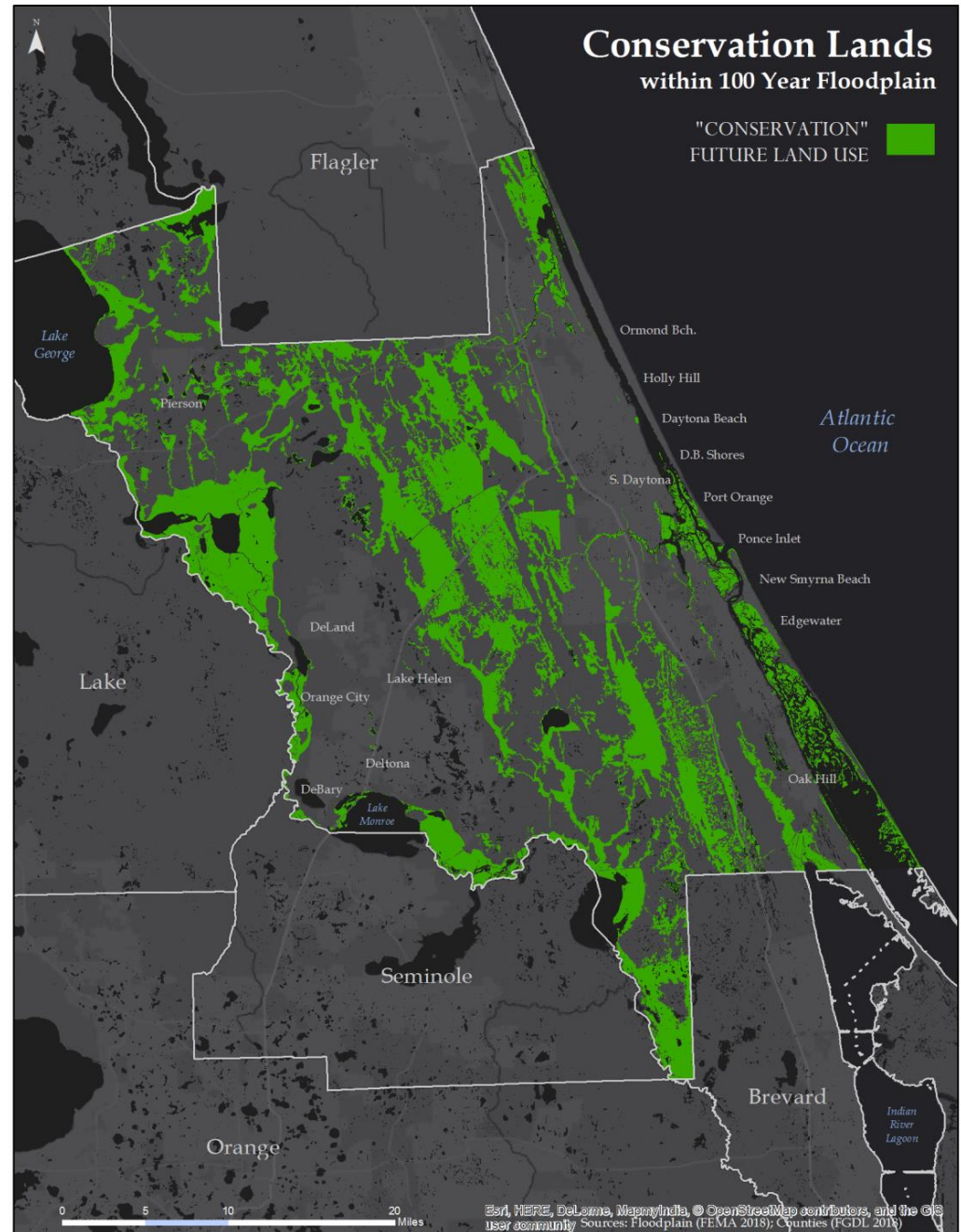


Figure 13: Conservation Lands in the Floodplain

exposed to the 100-year floodplain. Using the size of the countywide floodplain, this means that 50.7% of the 100-year floodplain has a conservation future land use within Volusia County. This would be inclusive of all types of conservation properties such as wetlands and other floodplain areas. It should be the goal of all jurisdictions within the County to maximize the amounts of undeveloped lands in the floodplain with a conservation future land use. This would ensure that development does not infringe into the floodplain.

9. LAND USE AND TREND ANALYSIS

Table 12 below summarizes the total allocation of Future Land Use Designations by acreage of all parcels exposed to the 100-Year Floodplain in Volusia County. A majority of the exposed developed parcels are categorized as “Low Density Residential” (52.9% of exposed built parcels), up slightly from 52.0% in 2012. It is important to note that conservation lands were removed from the Future Land Use analysis to provide a separate analysis. The residential numbers above also exclude agriculture and recreational lands.

Population and Development Trends

Volusia County Population, 2000: 445,060

Volusia County Population, 2010: 494,610 (+11.1%)

Volusia County Population, 2017: 538,692 (+8.9%)

**Source: US Census Bureau (2017)*

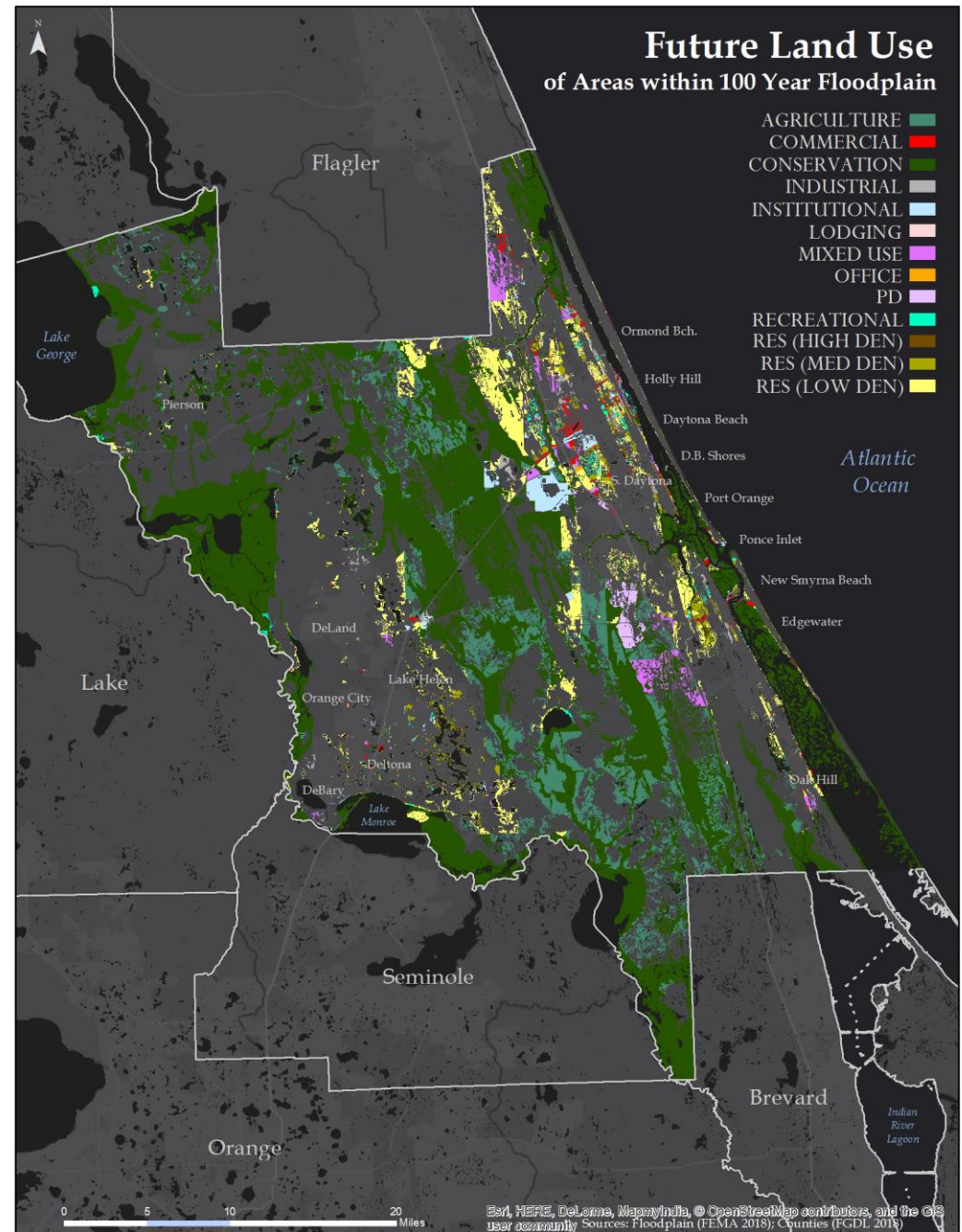


Figure 14: Future Land Uses in the Floodplain

Table 11: Analysis of Acreage of Future Land Uses Located within the 100 Year Flood Plain

*** Note: "Commercial" includes the "Office" and "Lodging" future land use designations*

Municipalities	Low Res.	M-H Res.	Commercial	Mixed Use	Institutional	Industrial	PD	Agriculture	Recreation
Daytona Beach	6951	851	1188	882	309	968	-	-	832
Daytona Beach Shores	1	26	-	-	0.1	-	-	-	-
DeBary	215	54	61	73	65	147	-	144	-
DeLand	300	2	-	111	1	212	-	-	-
Deltona	920	2627	106	67	372	-	-	154	95
Edgewater	280	166	16	1982	57	86	-	-	15
Holly Hill	414	36	24	0.3	10	142	-	-	81
Lake Helen	200	-	-	10	5	2	-	-	-
New Smyrna Beach	1075	643	220	222	23	180	1873	1844	152
Oak Hill	185	42	54	182	13	-	-	200	0.4
Orange City	6	0.2	25	49	38	0.6	-	-	-
Ormond Beach	1780	171	391	1593	71	154	-	-	63
Pierson	5	-	-	-	-	-	-	186	5
Ponce Inlet	86	26	20	-	40	-	-	-	11
Port Orange	1145	611	154	87	254	116	159	-	-
South Daytona	172	207	26	52	21	38	-	-	39
Unincorporated	11982	827	138	72	3180	227		45273	424
Countywide	25717	6289	2423	5382	4459	2273	2032	47,801	1717

The following map shows the evacuation routes and storm shelter locations as identified by the Statewide Regional Evacuation Study (SRES). It is important to note that shelters located within a floodplain may be inaccessible to the public during flooding events, either due to property flooding or the flooding of access roads. The analysis showed that only three shelters are located within the 100-year floodplain.

The following evacuation routes are primary movers of traffic out of Volusia County:

- Interstate 4 (to Orlando)
- Interstate 95 (to Miami, Jacksonville)
- State Road 40 (to Lake County)
- State Road 415 (to Sanford)
- U.S. 1 (coastal)

The table on the following page lists all of the designated storm shelters in Volusia County.

In the event of a mass-evacuation situation in Volusia County, the roadways utilized to reach these storm shelters could become damaged or inundated by water, thus creating the need for mitigation activities that would identify shelters that have additional capacity or those that can serve excess capacity from an inundated shelter.

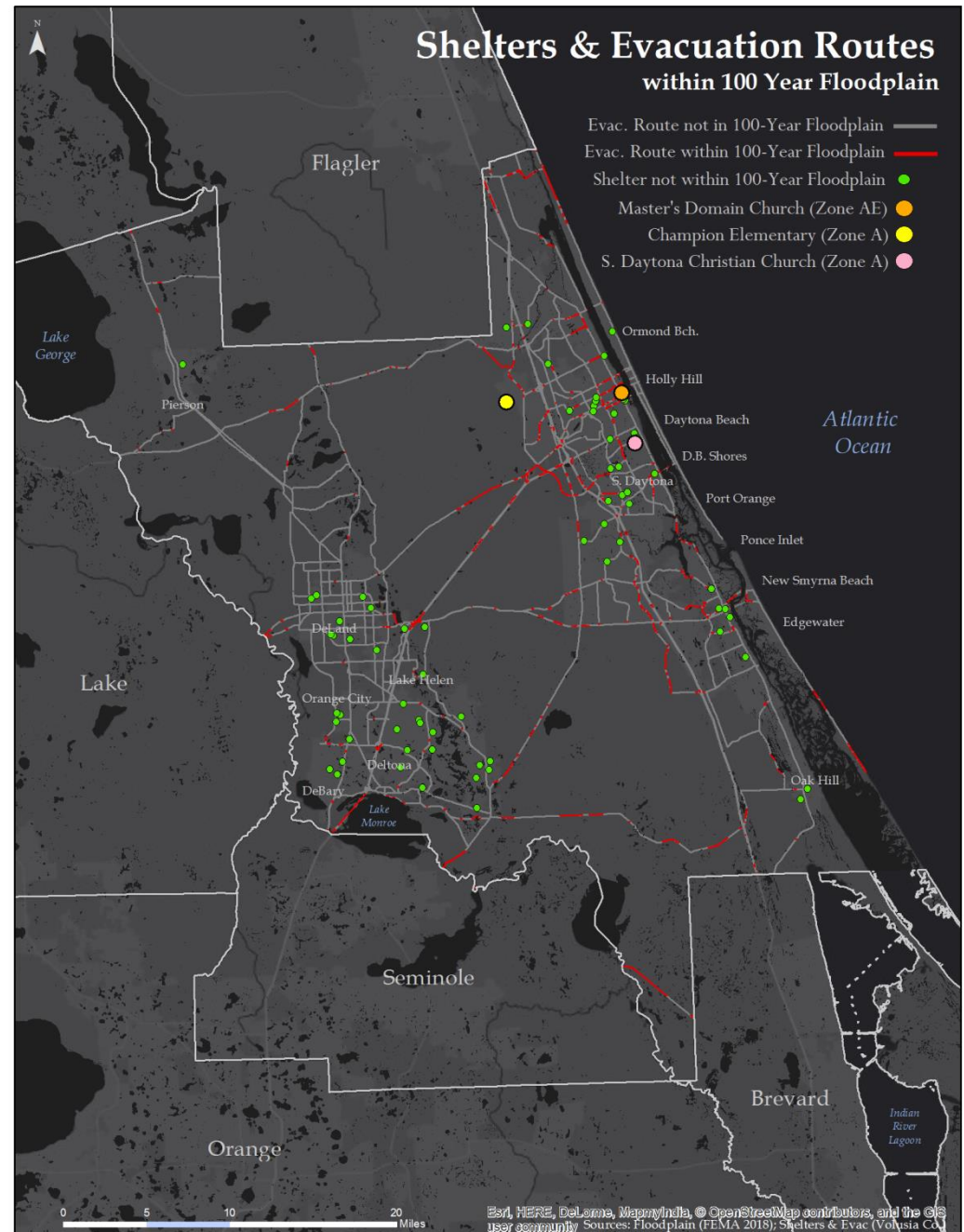


Figure 15: Shelters and Evacuation Routes in the Floodplain

Table 12: List of Storm Shelters in Volusia County (2018)

Shelter Name	City	Evac.	Flood Zone	Surge Zone
ALLEN GREEN CIVIC CENTER	Port Orange			
ATLANTIC HIGH SCHOOL	Port Orange			
BABE JAMES COMMUNITY CENTER	New Smyrna Bch.	B	500 Year	3
BIBLEWAY CHURCH OF GOD IN CHRIST	Oak Hill	C		3
BLUE LAKE ELEMENTARY SCHOOL	DeLand			
CAMPBELL MIDDLE SCHOOL	Daytona Beach	E		4
CHAMPION ELEMENTARY SCHOOL	Daytona Beach		A	
CHISHOLM COMMUNITY CENTER	DeLand			
CITRUS GROVE ELEMENTARY SCHOOL	DeLand			
COVENANT UNITED METHODIST CHURCH	Port Orange			
CREEKSIDE MIDDLE SCHOOL	Port Orange	E		
CYPRESS CREEK ELEMENTARY SCHOOL	Port Orange	E		4
DAYTONA CHRISTIAN & MISSIONARY CHURCH	Daytona Beach			
DAYTONA STATE COLLEGE - DAYTONA BEACH	Daytona Beach			
DAYTONA STATE COLLEGE - DELAND	Unincorporated			
DEBARY ELEMENTARY SCHOOL	DeBary			
DELAND HIGH SCHOOL	DeLand			
DELAND MIDDLE SCHOOL	DeLand			
DELTONA HIGH SCHOOL	Deltona			
DELTONA LAKES ELEMENTARY SCHOOL	Deltona			
DISCOVERY ELEMENTARY SCHOOL	Deltona			
EDGEWATER YMCA	Edgewater	C		3
EMMAUS LUTHERAN CHURCH	Orange City			
FIRST BAPTIST CHURCH OF DEBARY	DeBary			
FIRST BAPTIST CHURCH OF OAK HILL	Oak Hill	D		3
FIRST CHRISTIAN CHURCH	Daytona Beach	C	500 Year	3
FIRST CHURCH OF THE NAZARENE	New Smyrna Bch.	C	500 Year	3
FLORIDA COAST TO COAST RED CROSS CHAPT.	Daytona Beach	E		5
FOREST LAKE ELEMENTARY SCHOOL	Unincorporated			
FREEDOM ELEMENTARY SCHOOL	DeLand			
FRIENDSHIP ELEMENTARY SCHOOL	Deltona			
GALAXY MIDDLE SCHOOL	Deltona			
HERITAGE MIDDLE SCHOOL	Deltona			
HINSON MIDDLE SCHOOL	Daytona Beach			
HORIZON ELEMENTARY SCHOOL	Port Orange			
JAMES PARK YOUTH ACTIVITY CENTER	South Daytona	E		4
LIBERTY INDEPENDENT BAPTIST CHURCH	Unincorporated			

Shelter Name	City	Evac.	Flood Zone	Surge Zone
LIVE OAK GYM	New Smyrna Bch.	C		3
MAINLAND HIGH SCHOOL	Daytona Beach			
MANATEE COVE ELEMENTARY SCHOOL	Orange City			
MASTER'S DOMAIN CHURCH OF GOD IN CHRIST	Daytona Beach	C	AE	3
MOUNT CALVERY FREE WILL BAPTIST CHURCH	Unincorporated			
NEW SMYRNA BEACH HIGH SCHOOL	New Smyrna Bch.	C		3
OSTEEN ELEMENTARY SCHOOL	Unincorporated			
OUR SAVIOR'S EVANG. LUTHERAN CHURCH	Port Orange			
PALM TERRACE ELEMENTARY SCHOOL	Daytona Beach			
PATHWAYS ELEMENTARY SCHOOL	Ormond Beach			
PIGGOTTE COMMUNITY CENTER	South Daytona	E		4
PINE RIDGE HIGH SCHOOL	Deltona			
PINE TRAIL ELEMENTARY SCHOOL	Ormond Beach			
PORT ORANGE ELEMENTARY SCHOOL	Port Orange	C		3
PORT ORANGE YMCA	Port Orange			
PRIDE ELEMENTARY SCHOOL	Deltona			
RIVER SPRINGS MIDDLE SCHOOL	Orange City			
SAINT ANN'S CATHOLIC CHURCH	DeBary			
SEABREEZE SENIOR HIGH SCHOOL	Daytona Beach	A		4
SICA HALL COMMUNITY CENTER	Holly Hill	E		4
SOUTH DAYTONA CHRISTIAN CHURCH	South Daytona	C	A	3
SOUTHWESTERN MIDDLE SCHOOL	Unincorporated			
SPIRIT ELEMENTARY SCHOOL	Deltona			
SPRUCE CREEK BAPTIST CHURCH	Unincorporated	E		5
ST MARYS EPISCOPAL CHURCH	Daytona Beach	E		4
SUNRISE ELEMENTARY SCHOOL	Deltona			
SWEETWATER ELEMENTARY SCHOOL	Port Orange			
T. DEWITT TAYLOR MIDDLE/HIGH SCHOOL	Pierson			
TIMBERCREST ELEMENTARY SCHOOL	Deltona			
TRINITY ASSEMBLY OF GOD	Deltona			
TRINITY EVANGELICAL LUTHERAN CHURCH	New Smyrna Bch.	C		3
TUBMAN KING COMMUNITY CHURCH	Daytona Beach	E		4
UNIVERSITY HIGH SCHOOL	Orange City			
VOLUSIA COUNTY FAIRGROUNDS (PF)	Unincorporated			
VOLUSIA PINES ELEMENTARY SCHOOL	Lake Helen			
WES CRILE GYMNASIUM	Deltona			

VI. MITIGATION STRATEGY

Flood Mitigation specifically involves the managing and controlling of flood movement in an effort to prevent and control flooding. Flood mitigation is any action taken to reduce risk to people or property from flooding and its effects. The Volusia County Multi-jurisdictional Local Mitigation Strategy (LMS) has evolved over the years and not only focuses on flooding, but other natural hazards. The Volusia Prepares LMS Working Group (LMS Working Group) has developed Bylaws and Operating Procedures to formalize the LMS update process and working group. The Plan documents and represents the County's and participating local jurisdictions' sustained efforts to incorporate hazard mitigation principles and practices into the routine government activities and functions of Volusia County and its participating jurisdictions and partners. This includes documenting the goals and objectives that Volusia County deems necessary to protect people and property from hazards. At its most inner core, the Plan recommends specific actions to combat hazard vulnerability and protect its residents from losses to those hazards that pose the greatest risk.

A. Setting Goals

The Floodplain Management Plan Committee reviewed the goals of the current Volusia County FMP and the Local Mitigation Strategy. The following goals and objectives were adopted for the 2018 Volusia County Floodplain Management Plan.

GOAL 1 - Prevent new development in the floodplain from increasing runoff and resulting in increases in flood volumes in the floodplain.

Objective 1.1 Enforce the building requirements, from the National Flood Insurance Program and not allow variances that are feasibly avoidable.

Objective 1.2 Ensure any new development in the floodplain is in accordance with county or municipal ordinances.

Objective 1.3 Minimize flood hazards and protect water quality county-wide by employing watershed-based approaches that balance environmental, economic, and engineering considerations.

Objective 1.4 Protect environmentally sensitive lands and aquifers to maximize their survivability from known flood hazards where appropriate and financially feasible.

Objective 1.5 Reduce flood exposure and maximize flood protection efforts.

Goal 2 – Develop and maintain a proactive public awareness and outreach that informs and notifies property owners that they are located in a flood zone and provides assistance and information regarding flood zones, protection of property, local drainage and sewer back-up problems.

Objective 2.1 Create easily accessible information to educate residents about the hazards, loss reduction measures, and the natural and beneficial functions of floodplains.

Objective 2.2 Encourage land and water uses compatible with the protection of environmentally sensitive lands and coastal resources.

Objective 2.3 Review the adequacy and completeness of emergency procedures that address catastrophic flood events and every year conduct a test of the flood warning system.

Objective 2.4 Minimize impacts from flooding in FEMA designated special flood hazard areas (i.e. flood zones starting with the letters “V” or “A”) where financially feasible.

Objective 2.5 Build a constituency that desires to see the plan's recommendations implemented.

Objective 2.6 Provide leadership in protecting low-income properties and public housing from the impacts of floods.

Goal 3 - Continue with the Hazard Mitigation Grant Program to identify and obtain funding for both pre-and-post disaster residential mitigation projects regarding flooding.

Objective 3.1 Continue to identify cost-beneficial residential units for various flood mitigation grants.

Objective 3.2 Continue to utilize “Volusia Prepares” Local Mitigation Strategy to guide and assist the County and municipalities in establishing priorities for hazard mitigation projects.

Goal 4 – Reduce the number of repetitive loss properties within Volusia County.

Objective 4.1: Mitigate identified repetitive loss properties through the HMGP funding program when possible.

Goal 5 - Review the locations and effects on areas that experience flooding and determine what steps, if any, the County and municipalities can take to alleviate future impacts.

Objective 5.1 Maintain a database of flood problems and hazards, mitigation and repetitive loss claim history.

Objective 5.2 Build public and political support for projects that prevent new problems, reduce losses, and protect the natural and beneficial functions of floodplains.

Objective 5.3 Continue to prioritize capital projects that will mitigate flood impacts in those areas of the County and municipalities that have experienced significant flooding problems.

Objective 5.4 Continue and enhance existing programs that acquire wetland areas for passive recreation uses while providing significant watershed volume storage and buffer areas from the floodplain.

VIII. MITIGATION ACTIVITIES

Flood Mitigation specifically involves the managing and controlling of flood movement in an effort to prevent and control flooding. Flood mitigation is any action taken to reduce risk to people or property from flooding and its effects. The Volusia County Multi-jurisdictional Local Mitigation Strategy (LMS) has evolved over the years and not only focuses on flooding, but other natural hazards. The Volusia Prepares LMS Working Group (LMS Working Group) has developed Bylaws and Operating Procedures to formalize the LMS update process and working group. The Plan documents and represents the County's and participating local jurisdictions' sustained efforts to incorporate hazard mitigation principles and practices into the routine government activities and functions of Volusia County and its participating jurisdictions and partners. This includes documenting the goals and objectives that Volusia County deems necessary to protect people and property from hazards. At its most inner core, the Plan recommends specific actions to combat hazard vulnerability and protect its residents from losses to those hazards that pose the greatest risk.

Table 13: Funding Sources for Property Mitigation Activities

Eligible Activities	Hazard Mitigation Grant	Pre-Disaster Mitigation	Flood Mitigation Assistance	Repetitive Flood Claim	Community Development Block Grant	Public Assistance Program	Severe Repetitive Loss
Acquisition/Demolition <i>(for purposes of open space)</i>	✓	✓	✓	✓	✓		✓
Relocation	✓	✓	✓	✓	✓		✓
Elevation	✓	✓	✓	✓	✓		✓
Dry Flood-proofing <i>(historic residential structures)</i>	✓	✓	✓	✓	✓		✓
Public Facility Mitigation					✓	✓	✓
Mitigation Reconstruction					✓		✓
A detailed description of the funding sources can be found in Section 9 of the Volusia County Local Mitigation Strategy.							

A. Flooding Preventative Activities

Planning and regulatory capability is based on the implementation of plans, ordinances and programs that demonstrate a local jurisdiction's commitment to guiding and managing growth, development and redevelopment in a responsible manner while maintaining the general welfare of the community. It includes emergency management and mitigation planning, comprehensive land use planning, in addition to the enforcement of zoning and subdivision ordinances and building codes that regulate how land is developed and structures are built. Additionally, it protects environmental, historic and cultural resources in the community. Although some conflicts can arise, these planning initiatives generally present significant opportunities to integrate mitigation principles and best practices into the local decision making process in an effort to manage floodplain development. Table 2 refers to Volusia County and its jurisdictions plans, policies, codes and ordinances.

B. Property Preventative Activities

Property preventive activities are generally undertaken by property owners on a building-by-building or parcel basis. Some activities may include:

- **Buy-Out & Acquisition** - The act of acquiring or gaining possession to flood damaged properties and permanently preserving the land.
- **Relocation** – Moving a structure out of the floodplain to higher ground where it will not be exposed to flooding.
- **Elevation** – Raising a structure so that the lowest floor is above the flood level.
- **Flood Insurance** – A specific insurance coverage against property loss from flooding.
- **Wet Flood-Proofing** – Making uninhabited portions of the structure resistant to flood damage and allowing water to enter during flooding.
- **Dry Flood-Proofing** – Sealing the structure to prevent floodwaters from entering.

C. Natural Resource Protection Activities

These activities are customarily conducted to preserve or restore natural areas or the natural functions of floodplain and watershed areas. Natural resource protection activities reduce the impact of natural hazards by preserving or restoring natural areas and their protective functions. Such areas include floodplains, wetlands, steep slopes and sand dunes. Parks, recreation or conservation agencies and organizations often implement these protective measures.

Examples of Natural Resource Protective Measures:

- Floodplain protection; watershed management
- Low impact development; bioswales; native landscaping
- Riparian buffers
- Erosion and sediment control
- Wetland preservation and restoration

D. Emergency Services Activities

Emergency services measures are taken prior to, during, and after an emergency to minimize vulnerability and impact. Volusia County Division of Emergency Management actively participates in training and exercise, as well as evacuation planning and emergency response. Currently Volusia County and 15 jurisdictions have an evacuation plan in place. In addition, Volusia County participated in the Statewide Regional Evacuation Study. Figure 15 depicts the regional evacuation routes and shelters within Volusia County. Other activities include sandbagging for flood protection and emergency response training and exercises. Volusia County and its municipalities continue to be proactive in emergency response training and exercises. Some examples include participation in the Statewide Tsunami Exercise and the Statewide Tornado Drill.

E. Structural Projects

Structural projects keep floodwaters away from an area with a levee, reservoir, or other flood control measure. Structural projects are usually designed by engineers and managed or maintained by public works staff. Examples of structural projects include:

- Reservoirs
- Channel modifications
- Levees/floodwalls/seawalls
- Beach nourishment
- Diversions, Flood Dams
- Storm sewers; bioswales on roadways; “Green Streets”

F. Public Education and Awareness Activities

Public Education and Awareness activities are used to advise residents, elected officials, business owners, potential property buyers, and visitors about hazards, hazardous areas, and mitigation techniques they can use to protect themselves and their

property. Examples of measures to educate and inform the public include outreach projects. Through an agreement with Volusia County, WNDB 1150AM/WHOG 95.7FM radio and WDSC TV-15 are Volusia County's official emergency management information stations. WNDB has a broadcast outlet at the CEOC. WDSC enhances the County's ability to provide critical public safety information with a direct, live television connection. Volusia County's website hosts a flood map viewer which is an on-line mapping program that has searchable flood maps. The flood map viewer allows an individual to type in an address or property identification number to see the parcel on an interactive map in relation to the high-risk flood areas. Volusia County and its jurisdictions also provide real estate agents with floodplain disclosures. Information regarding floods can also be found at the County Libraries. Volusia County actively provides updates on events and public outreach through Facebook and Twitter.

It was identified through the public survey process that many residents are unsatisfied with educational and outreach efforts provided by the jurisdictions. It is recommended that throughout the year and during the yearly plan update, at least one public meeting be held to provide information to the residents concerning mitigation and associated funding options. In addition, social media, mailings, workshops, and informational booths at events are also suggested as well as public service announcements and information in the local newspaper. Providing strategies, funding resources and other education material both electronically on all the jurisdictional websites and in print in libraries and City Halls would be beneficial.

G. Action Plan

The Volusia County Multi-Jurisdictional Local Mitigation Strategy features a mitigation action plan that is maintained through the LMS Working Group as well as the FMP working group. The Mitigation Strategy is the selection and prioritization of specific mitigation actions, referred to as Hazard Mitigation Initiatives, for Volusia County and participating jurisdictions. The Mitigation Action Plan (MAP) represents an unambiguous and functional plan for action and is considered to be the most essential outcome of the mitigation planning process. This detailed Action Plan can be found in Section 8 of the Volusia County Multi-Jurisdictional Local Mitigation Strategy. Flood-specific projects are located in Appendix G of this report.

The MAP includes a prioritized listing of proposed hazard mitigation actions (policies and projects) for Volusia County and its participating jurisdictions and partners to carry out with accompanying information such as those departments or individuals assigned responsibility for their implementation, potential funding sources and an estimated target date for completion, serving as an important tool for monitoring success or progress over time. The cohesive collection of actions listed in the

MAP can also serve as an easily understood menu of mitigation policies and projects for those local decision makers who want to quickly review the recommendations and proposed actions of the Hazard Mitigation Plan. The Mitigation Action Plan can be found in Appendix G.

The LMS working group has reviewed and prioritized the initiatives and projects found in the Action Plan. The prioritization was based on the following factors: Population Benefited, Health and Safety Considerations, Environmental Impact, Consistency with other plans and programs, Reduces Risk of Future Property Damage, Supports Essential or Critical Services, Probability of Receiving Funding and ease of Implementation, Community Rating System, Repetitive Loss Mitigation, and Benefit Cost Ratio. Please refer to the table on the next page which justifies the scoring the system. It is important to note that since this plan is to be incorporated into the Volusia County Local Mitigation Strategy (LMS), it will fall under all of the implementation, evaluation and revision criteria and schedule as outlined specifically in the LMS.

Post-Disaster Redevelopment Strategies and Procedures

The County has completed and incorporated a Post Disaster Redevelopment Plan and Debris Management Plan into its ongoing planning process. In addition, a Continuity of Operations Plan has been developed to ensure that all County Emergency Support Functions (ESF's) work in unison following a hazard event. A link to these three plans is included below:

- [Volusia County Continuity of Operations Plan](#)
- [Volusia County Debris Management Plan](#)
- [Volusia County Post-Disaster Redevelopment Plan](#)

Natural Hazard Mitigation Strategies and Procedures

The County deals with natural hazard mitigation and procedures through this plan and the Local Mitigation Strategy. The Local Mitigation Strategy Priority Projects listing includes projects geared to reduce the impacts of flooding, storm surge, wind, and other natural hazards. In addition, the Priority Projects dealing with flooding have been added to Appendix G (the Action Plan) of this report. The 2018 Floodplain Management Plan has been affirmed with Resolutions of Adoption (Appendix I) for incorporation into the Volusia County Floodplain Management Plan. A link to the plan is included below:

- [Volusia County Local Mitigation Strategy](#) (scroll down to "Local Mitigation Strategy 2015 – FEMA Approved")

Table 14: Prioritization and Scoring Worksheet

<i>Prioritization Criteria</i>	<i>Scoring</i>			
<u>Population Benefited</u>	4 Points: Project will benefit a multi-jurisdictional area	3 Points: Project will benefit a jurisdictional area	2 Points: Project will benefit less than 100% of a jurisdiction.	
<u>Health and Safety Considerations</u>	4 Points: Project would benefit 75% or more of the population.	3 Points: Project would benefit 50 -74 % of the population.	2 Points: Project would benefit 25-49% of the population.	1 Point: Project would benefit less than 25% of the population.
<u>Environmental Impact</u>	1 Point: Project improves the environment.	0 Point: Risk to the environment is undetermined.	(-1) Point: Project poses a risk to the environment.	
<u>Consistency with other plans and programs</u>	4 Points: Project is incorporated into the LMS CEMP and Comp Plan and supports the NFIP.	3 Points: Project is incorporated into at least two of these plans.	2 Points: Project is incorporated into at least one of these plans.	1 Point: Project is consistent with other local standards, aside from LMS, CEMP, and Comp Plan.
<u>Reduces Risk of Future Property Damage</u>	4 Points: Mitigates a hazard of high frequency or risk.	3 Points: Mitigates a hazard of moderate frequency or risk.	2 Points: Mitigates a hazard of low frequency or risk.	1 Point: Mitigates a hazard of very low frequency or risk.
<u>Supports Essential or Critical Services</u>	5 Points: Project will ensure continuity of operations for essential infrastructure or services.	3 Points: Project will support infrastructure or services with loss/damage history	1 Point: Project will support infrastructure or services without loss/damage history.	0 Points: Projects operation will have no impact on community infrastructure or services if disrupted.
<u>Probability of Receiving Funding for Implementation</u>	4 Points: Limited funding potential exists.	3 Points: Potential funding sources are other state or federal grants or similar funding sources.	2 Points: Potential funding is readily available through emergency preparedness or mitigation funding sources.	0 Points: Potential funding is readily available through local funding sources.
<u>Feasibility of Implementation</u>	4 Points: Project would be relatively easy to implement in one year.	3 Points: Project would be easy to implement in three years.	2 points: Project would be easy to implement in five years.	0 Points: Project would be difficult to implement.
<u>Community Rating System (CRS)</u> -public information, mapping - damage reduction -flood preparedness	4 Points: Project supports CRS elements	3 Points: Project supports three CRS elements.	2 Points: Project supports two CRS elements.	1 Point: Project supports one CRS element.
<u>Repetitive Loss (RL) Mitigation</u>	4 Points: Project protects 50% or more of the RL structures.	2 Points: Project protects less than 50% of the RL structures.	4 Points: Project does not protect a RL structures.	
<u>Benefit Cost Ratio (BCR)</u>	5 Points: Project has a BCR of "1" or higher, using FEMA approved software.	3 Points: Project has a BCR of less than "1" using FEMA approved software.	0 Points: the BCR cannot be determined.	

IX. PLAN MAINTENANCE

A. Adopt the Plan

Each jurisdiction participating in the CRS program is required to adopt the Floodplain Management Plan formally through individual jurisdictional boards. Appendix I provides copies of all adopted resolutions. Please note, this section is a working section, as the adoption process may vary amongst the jurisdictions. As each jurisdiction provides a copy of the adopted resolution, it will be added to the appendix of the plan. The Volusia County Emergency Management Division is responsible for the master copy of the Floodplain Management Plan.

B. Implement, Evaluate, and Revise

As the responsible party for the FMP, the Volusia County Emergency Management Division will oversee the implementation, evaluation, and revision of the plan on a County-wide basis. Jurisdictional implementation and revision of Appendix A is the responsibility of each individual jurisdiction.

Procedures for monitoring the implementation, progression and revisions of the plan are completed through the Local Mitigation Strategy Steering Committee, also referred to as “Volusia Prepares”. This committee meets on a quarterly basis to review aspects of the LMS, including the FMP, and other topics such as CRS upkeep and requirements. The working group is made up of Volusia County Emergency Management staff and one representative from each participating Town or City. The working group implements the plan through Resolutions of Support and Resolutions of Adoption, evaluates the plan on a case-by-case basis, and revises the plan through the development of the “Action Plan” of priority projects, which are updated during Steering Committee Meetings as needed.

The LMS Steering Committee and the FMP Planning Committee are generally comprised of the same jurisdictional staff members. For the purpose of updating and maintaining the FMP, the FMP Planning Committee composition will continue to encompass the jurisdictional staff responsible for the implementation of the FMP and related policies and projects as it had been during the initial planning process. Pursuant to CRS Activity #510, an annual progress report is submitted.

This Floodplain Management Plan is considered an appendix to the Volusia County LMS. To that end, the maintenance of this document will occur in conjunction with the yearly LMS updates. During the third quarter of the calendar year

(July/August/September), the County and the jurisdictions will provide any updates, including data and projects, to the County for review by the LMS Steering Committee/FMP Planning Committee. The steering committee will review any updates and the County will be responsible for implementing the updates in the master plan. In addition, the evaluation report will be prepared by the FMP Planning Committee and address updates per jurisdiction. Each community will submit its copy of the annual evaluation report with its recertification annually. The Volusia County Emergency Management Division will be responsible for the five year update process. During this update period, the public will have the opportunity to participate in the updating process. It is recommended that at least one public meeting is held during this period to provide input. In addition, it is recommended that notification be submitted via databases, utility mailings, websites, and social media, concerning the update process, public meetings, and other avenues of input. The current plan as well as the proposed changes should be made available on each jurisdictional website as well as a hard copy be provided at the City Halls and libraries. Press releases, radio and TV announcements may also be utilized to inform the public.

Once per year, elected officials will be provided a copy of the most current Floodplain Management Plan in conjunction with the LMS. At that time, hard copies of the plan will be replaced at the designated location in participating jurisdictions. The table below indicates where the jurisdictions will keep a hard copy of the plan for public use

Table 15: Plan Storage Locations

City	Hard Copy Location
Main Copy	City Island Library - 105 East Magnolia Avenue, Daytona Beach FL 32114
Daytona Beach	125 Basin Street (Suite 100), Daytona Beach FL 32114
Daytona Beach Shores	2990 S. Atlantic Avenue, Daytona Beach Shores FL 32118
DeBary	<i>Not Specified</i>
DeLand	<i>Not Specified</i>
Deltona	<i>Not Specified</i>
Edgewater	104 N. Riverside Drive, Edgewater FL 32132
Holly Hill	<i>Not Specified</i>
Lake Helen	<i>Not Specified</i>
New Smyrna Beach	<i>Not Specified</i>
Oak Hill	<i>Not Specified</i>
Orange City	<i>Not Specified</i>
Ormond Beach	22 South Beach Street (Room 104), Ormond Beach FL 32174
Pierson	<i>Not Specified</i>
Ponce Inlet	<i>Not Specified</i>
Port Orange	<i>Not Specified</i>
South Daytona	1672 S. Ridgewood Avenue, South Daytona FL 32119

DRAFT

Appendix A

Jurisdictional Profiles



Daytona Beach



Floodplain Management Goals and Objectives

Goal: Promote the public health, safety and general welfare, and to minimize public and private losses due to flood conditions in specific areas

- Objective: Maintain the City's Community Rating System Classification;
- Objective: Provide flood protection information to residents;
- Objective: Coordinate and implement small and/or large scale projects to help alleviate drainage and flood concerns;
- Objective: To protect human life, health and to eliminate or minimize property damage;
- Objective: Require the use of appropriate construction practices to prevent or minimize future flood damage;
- Objective: Manage filling, grading, dredging, mining, paving, excavation, drilling operations, storage of equipment or materials and other development activities which may increase flood damage or erosion potential;
- Objective: Manage the alteration of flood hazard areas, watercourses and shorelines to minimize the impact of development on the natural and beneficial functions of floodplains;
- Objective: To minimize the need for rescue and relief efforts associated with flooding that are generally undertaken at the expense of the general public;
- Objective: To minimize prolonged business interruptions;
- Objective: To minimize damage to public facilities and utilities, such as water mains, gas mains, electric lines, telephone lines and sanitary sewer lines, streets, bridges and stormwater culverts located in floodplains;
- Objective: To maintain a stable tax base by providing for the sound use and development of flood prone areas in such a manner as to minimize flood blight areas;
- Objective: To ensure that potential homebuyers are notified when the property is in a flood hazard area;
- Objective: To help maintain a stable tax base by providing for the sound use and development of flood prone areas in order to minimize flood blight areas.

Goal: To create programs to manage the surface water runoff

- Objective: Develop/maintain storm water management plan;
- Objective: Develop alternative water supply on western city limits.

Daytona Beach

Exposed Critical Facilities

Facility Name	Facility Type	Flood Zone
Worc Haven Assisted Living	Assisted Living	A
Golden Abbey Assisted Living	Assisted Living	AE
Forest Lake Manor	Assisted Living	AE
Herald's Retirement Home	Assisted Living	AE
Compassion in Healthcare	Assisted Living	AE
Trinity Care Center	Assisted Living	AE
Cingular Wireless – Int'l Speedway	HazMat Facility	A
Florida Rock Industries	HazMat Facility	A
Communication Facility DYBHFLGY	HazMat Facility	A
Communication Facility DYBHFLMN	HazMat Facility	A
Century Link QCC Daytona	HazMat Facility	A
MCI Facility FLDAYFDL	HazMat Facility	A
Sprint Cell Site FL3134	HazMat Facility	A
Sprint Pop Site	HazMat Facility	A
Conrad Yelvington Distributors	HazMat Facility	A
FAA DAB ATCT	HazMat Facility	AE
Decorative Electro Coatings	HazMat Facility	A
Wastewater Treatment Plant	HazMat Facility	A
Daytona Beach Fire Station 1	Fire Station	A
Daytona Beach Fire Station 6	Fire Station	AE
Daytona Beach Public Works	Government	AE
Driver's License Office	Government	AE
Fifth District Court of Appeal	Government	AE
Manor on Green	Medical	A
Good Samaritan Society	Medical	A
Sunrise Surgical Center	Medical	A
Bethune Cookman College	School	A
Champion Elementary School	School	A
Father Lopez High School	School	A
Turie T Small Elementary School	School	A
Word and Praise Chr. Learning Ctr.	School	A
Daytona Electric Substation	Utility	A
Halifax Wrecking Company	Waste Facility	A
Florida Rock Daytona	Waste Facility	A

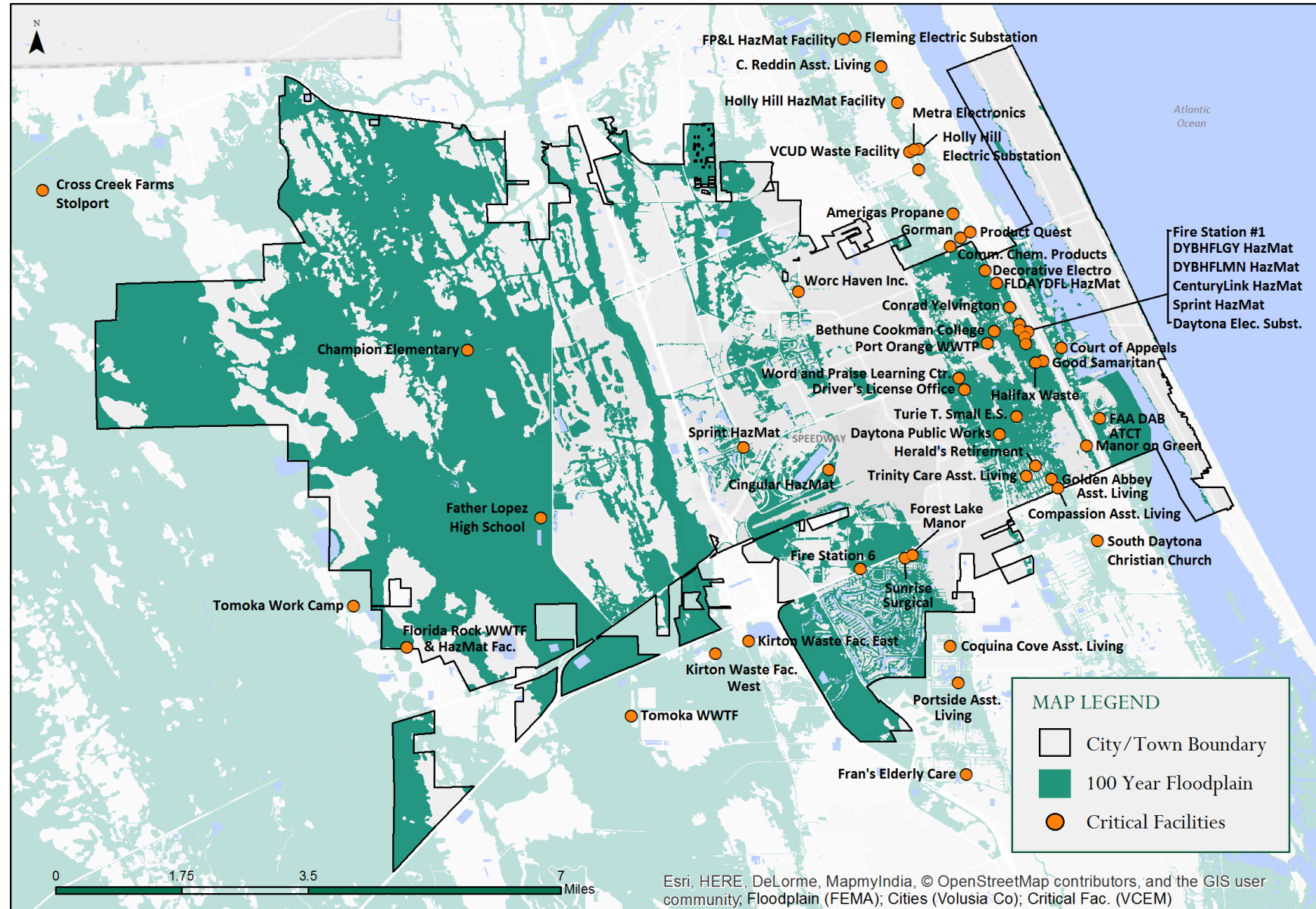
Floodplain Exposure Analysis

Percent of Parcels in the Floodplain 49.6%
Buildings in the Floodplain 8,770

Exposed Acreage: Residential Future Land Use	7,802
Exposed Acreage: Commercial Future Land Use	1,188
Exposed Acreage: Mixed Use Future Land Use	882
Exposed Acreage: Industrial Future Land Use	968
Exposed Acreage: PD Future Land Use	-
Exposed Acreage: Institutional Future Land Use	309

Total Exposure: Land Value	\$1,031,935,148
Total Exposure: Building Value	\$2,492,556,826
Total Exposure: Assessed Value	\$3,626,954,919
Total Exposure: Taxable Value	\$2,317,906,555

Jurisdiction Map: Critical Facilities within the 100-Year Floodplain



Daytona Beach Shores



Floodplain Management Goals and Objectives

Goal: Prevent new development in the floodplain from increasing runoff and resulting in increases in flood volumes in the floodplain.

- Objective 1.1 Enforce building requirements from the National Flood Insurance Program and not allow variances that are feasibly avoidable.
- Objective 1.2 Prevent new development in the floodplain.
- Objective 1.3 Minimize flood hazards and protect water quality by employing approaches that balance environmental, economic, and engineering considerations.
- Objective 1.4 Protect environmentally sensitive lands to maximize their inherent mitigation attributes and reduce known flood hazards where appropriate and financially feasible.
- Objective 1.5 Reduce flood exposure and maximize flood protection efforts.

Goal: Develop and maintain a proactive public awareness and outreach that informs and notifies property owners that they are located in a flood zone and provides assistance and information regarding flood zones, protection of property, local drainage and sewer back-up problems.

- Objective 2.1 Create easily accessible information to educate residents about the hazards, loss reduction measures, and the natural and beneficial functions of floodplains.
- Objective 2.2 Encourage land and water uses compatible with the protection of environmentally sensitive lands and coastal resources.
- Objective 2.3 Review the adequacy and completeness of emergency procedures that address catastrophic flood events.
- Objective 2.4 Minimize impacts from flooding in FEMA designated special flood hazard areas (i.e. flood zones starting with the letters "V" or "A") where financially feasible.
- Objective 2.5 Build a constituency that desires to see the plan's recommendations implemented.

Goal: Continue with the Hazard Mitigation Grant Program to identify and obtain funding for both pre-and-post disaster residential mitigation projects regarding flooding.

- Objective 3.1 Identify various flood mitigation grants that may assist residences located in the floodplain.
- Objective: Utilize "Volusia Prepares" Local Mitigation Strategy to guide and assist in establishing priorities for hazard mitigation projects.

Goal: Reduce the number of repetitive loss properties within Volusia County.

Goal: Review the locations and effects on areas that experience flooding and determine what steps, if any, the City can take to alleviate future impacts.

- Objective 5.1 Maintain a database of flood problems and hazards, mitigation and repetitive loss claim history.
- Objective 5.2 Build public and political support for projects that prevent new problems, reduce losses, and protect the natural and beneficial functions of floodplains.
- Objective 5.3 Prioritize capital projects that will mitigate flood impacts in areas of the City that have experienced significant flooding problems.

Daytona Beach Shores

Exposed Critical Facilities

Facility Name	Facility Type	Flood Zone
None		

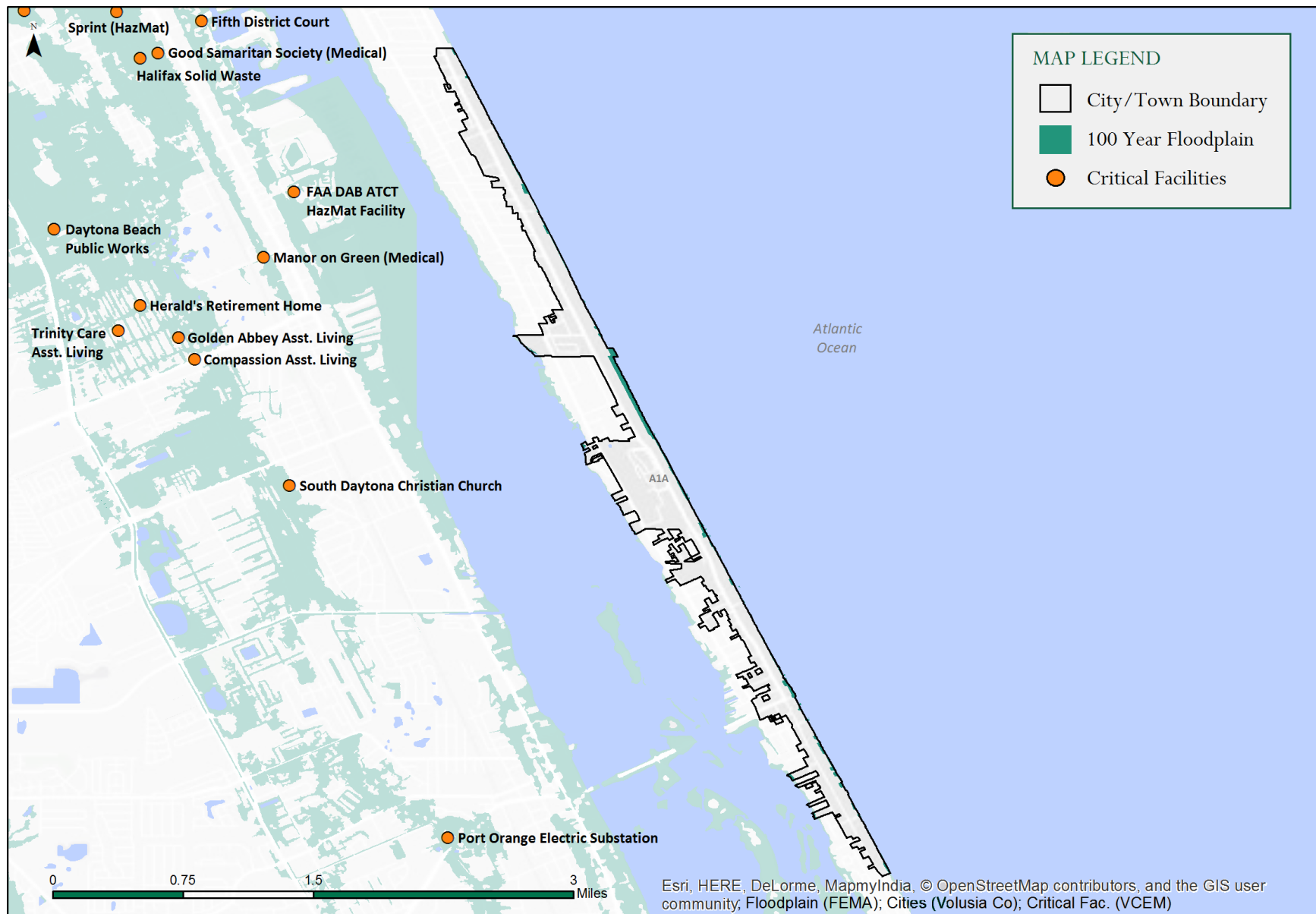
Floodplain Exposure Analysis

Percent of Parcels in the Floodplain	74.9%
Buildings in the Floodplain	132

Exposed Acreage: Residential Future Land Use	27
Exposed Acreage: Commercial Future Land Use	-
Exposed Acreage: Mixed Use Future Land Use	-
Exposed Acreage: Industrial Future Land Use	-
Exposed Acreage: PD Future Land Use	-
Exposed Acreage: Institutional Future Land Use	0.1

Total Exposure: Land Value	\$408,090,848
Total Exposure: Building Value	\$995,734,555
Total Exposure: Assessed Value	\$1,442,221,431
Total Exposure: Taxable Value	\$1,332,476,443

Jurisdiction Map: Critical Facilities within the 100-Year Floodplain



DeBary



Floodplain Management Goals and Objectives

Goal: Manage storm water runoff and the preservation of water resources.

- Objective: Alleviate downstream flood hazards
- Objective: Prevent significant loss of life and property due to runoff from any foreseeable rainfall event
- Objective: Reduce the capital expenditure associated with flood-proofing and the installation and maintenance of storm drainage systems.

Goal: Promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas.

- Objective: Protect human life, health and to eliminate or minimize property damage
- Objective: Minimize expenditure of public money for costly flood control projects
- Objective: Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public
- Objective: Maintain a stable tax base by providing for the sound use and development of flood-prone areas in such a manner as to minimize flood blight areas.
- Objective: Ensure that potential homebuyers are notified that property is in a flood hazard area.

DeBary

Exposed Critical Facilities

Facility Name	Facility Type	Flood Zone
None		

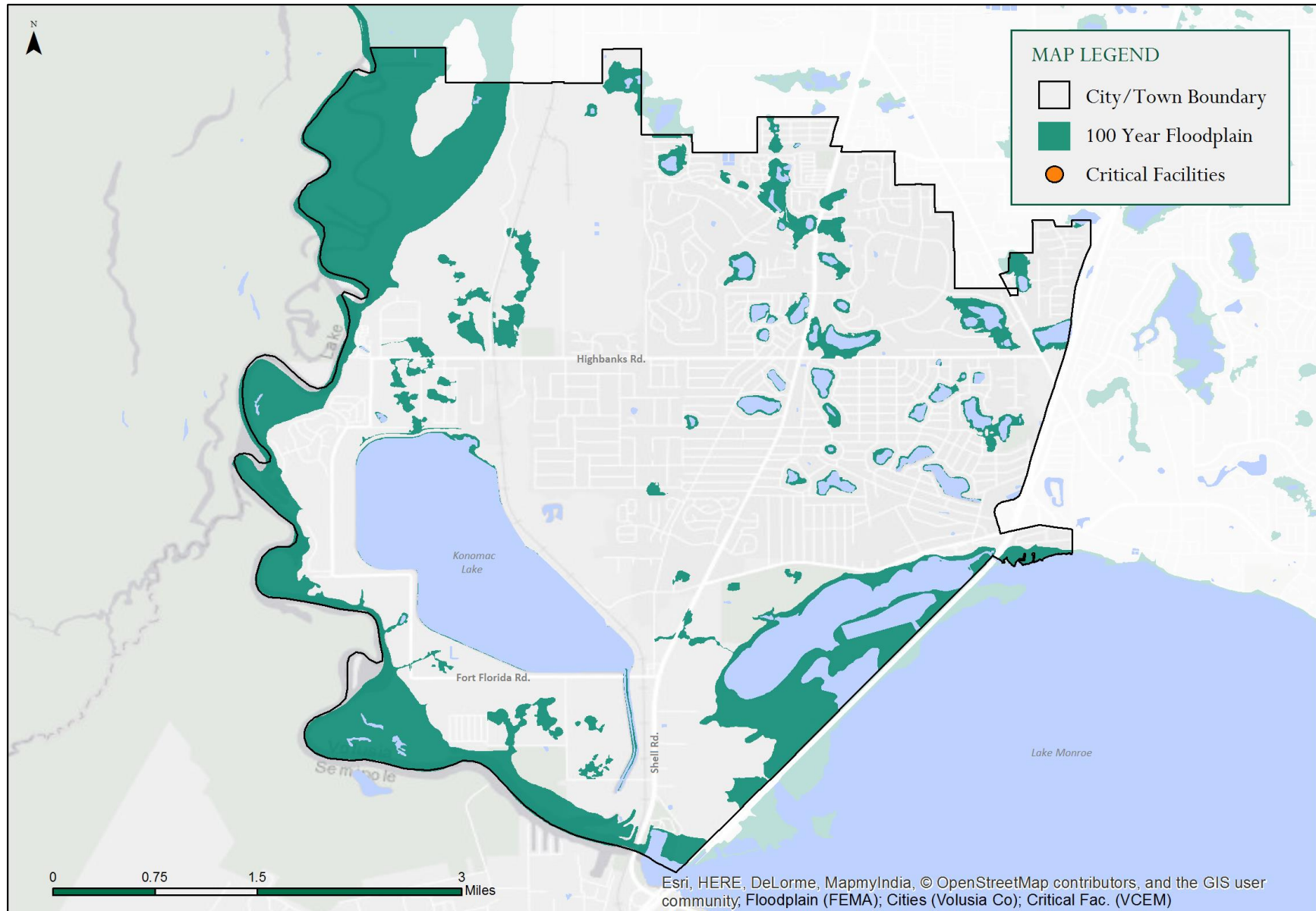
Floodplain Exposure Analysis

Percent of Parcels in the Floodplain	14.2%
Buildings in the Floodplain	1,095

Exposed Acreage: Residential Future Land Use	269
Exposed Acreage: Commercial Future Land Use	61
Exposed Acreage: Mixed Use Future Land Use	73
Exposed Acreage: Industrial Future Land Use	147
Exposed Acreage: PD Future Land Use	-
Exposed Acreage: Institutional Future Land Use	65

Total Exposure: Land Value	\$93,671,202
Total Exposure: Building Value	\$162,003,662
Total Exposure: Assessed Value	\$263,763,736
Total Exposure: Taxable Value	\$191,512,792

Jurisdiction Map: Critical Facilities within the 100-Year Floodplain



DeLand



Floodplain Management Goals and Objectives

Goal 1: Minimize public and private losses due to flood conditions in specific areas.

- Objective 1.1: Prioritize and implement capital projects to alleviate known drainage and flooding problems.
- Objective 1.2: Maintain existing storm water facilities to function near optimal capacity.
- Objective 1.3: Sweep streets to maintain positive visual appearance and to prevent build-up of debris in storm systems within City right of way.
- Objective 1.4: Maintain storm water pump stations and standby generators in good condition at all times

Goal 2: Provide adequate funding for construction of storm water system improvements and operation and maintenance of existing systems

- Objective 2.1: Obtain revenue from all storm water system users by collection of utility fees accessed in proportion to benefit derived.
- Objective 2.2: Analyze and adjust storm water utility rates as necessary to fund priority capital projects and operating expenses.

Goal 3: Regulate new development and redevelopment to reduce or eliminate increases in flood volumes and additional flooding conditions.

- Objective 3.1: Enforce building requirements from the National Flood Insurance Program
- Objective 3.2: Prevent new development in the flood plain unless mitigated.
- Objective 3.3: Consider downstream effects of new development and require mitigation as appropriate.
- Objective 3.4: Reduce quantity and improve quality of runoff from developed properties when redeveloped.

DeLand

Exposed Critical Facilities

Facility Name	Facility Type	Flood Zone
DeLand Water Supply Plant	Utility	A

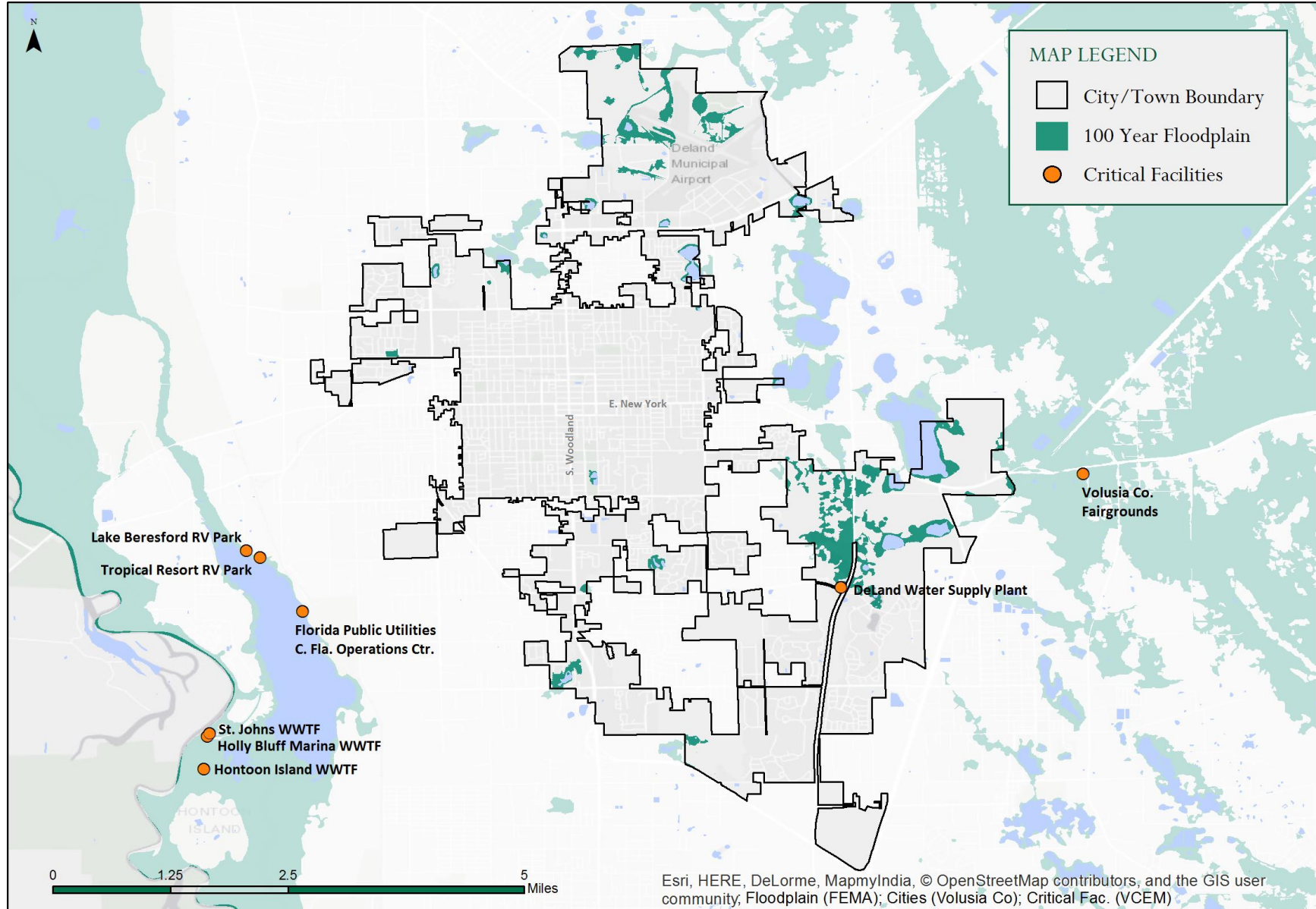
Floodplain Exposure Analysis

Percent of Parcels in the Floodplain	1.6%
Buildings in the Floodplain	121

Exposed Acreage: Residential Future Land Use	302
Exposed Acreage: Commercial Future Land Use	-
Exposed Acreage: Mixed Use Future Land Use	111
Exposed Acreage: Industrial Future Land Use	212
Exposed Acreage: PD Future Land Use	-
Exposed Acreage: Institutional Future Land Use	1

Total Exposure: Land Value	\$36,181,192
Total Exposure: Building Value	\$71,983,599
Total Exposure: Assessed Value	\$112,726,316
Total Exposure: Taxable Value	\$50,845,772

Jurisdiction Map: Critical Facilities within the 100-Year Floodplain



Deltona



Floodplain Management Goals and Objectives

Goal: Protect and appropriately utilize the physical and ecological functions of natural drainage ways and related drainage patterns.

- Objective: The City shall discourage development within any known flood plains as identified by the best available data, such as FEMA flood maps.
- Objective: Development and structures shall be discouraged within the 100-year flood plain; however, if located therein they shall be constructed in a manner that results in a no loss in of existing 100 year floodplain storage and function.
- Objective: If structures are allowed in the 100-year flood plain, development within areas prone to 100 year flooding shall compensate for the full amount of flood storage displacement within the 100 year floodplain and shall not increase expected flood levels for adjacent properties or reduce receiving surface water quality below established levels.
- Objective: The functions of flood plains and other flood prone areas shall be protected by directing development away from such areas. If activities do occur within floodplain or flood prone areas such impacts shall be minimized. In addition, if development does occur within floodplain/prone areas then techniques such as compensating storage and the elevation/design of improvements shall be required to ensure that floodplain functions are protected.

Goal: The City of Deltona shall continue to implement the comprehensive surface and groundwater watershed management plan.

- Objective: On-site sewage disposal systems and associated drain fields shall be discouraged within the flood plain of surface water bodies as provided for in land development regulations, to the extent that such systems are designed and located so as to not contribute to the degradation of ambient water quality as consistent with applicable State regulations.
- Objective: Undisturbed segments of flood plains shall be protected through public acquisition, land use controls, conservation easements, or other methods as appropriate.
- Objective: Proposed structures located within the flood plain of surface water bodies and within flood prone areas, shall be required to utilize building methods as provided in land development regulations, to the extent that fill material required for construction or other impervious surfaces will not reduce the ability of the floodplains to store and convey floodwaters, or degrade the natural physical and biological functions of protected habitat without approved mitigation. Impacts of fill in the floodplains and flood prone areas shall be considered both sites specifically and cumulatively. 9J-5.013(2)(c)(9)
- Objective: Dwelling unit densities shall not be increased within the flood plains of surface water bodies and in other flood prone areas as provided for in land development regulations, and per Florida Statute in that allowable densities do not create potential flood hazards, or degrade the natural functions of the flood plain. Dwelling unit density determinations in the floodplain shall consider both site specific and cumulative impacts.

Goal: Protect and appropriately utilize the physical and ecological functions of natural drainage ways and related drainage patterns.

Deltona

Exposed Critical Facilities

Facility Name	Facility Type	Flood Zone
Deltona Water Plant	Utility	AE
TAP Electric Substation	Utility	AE

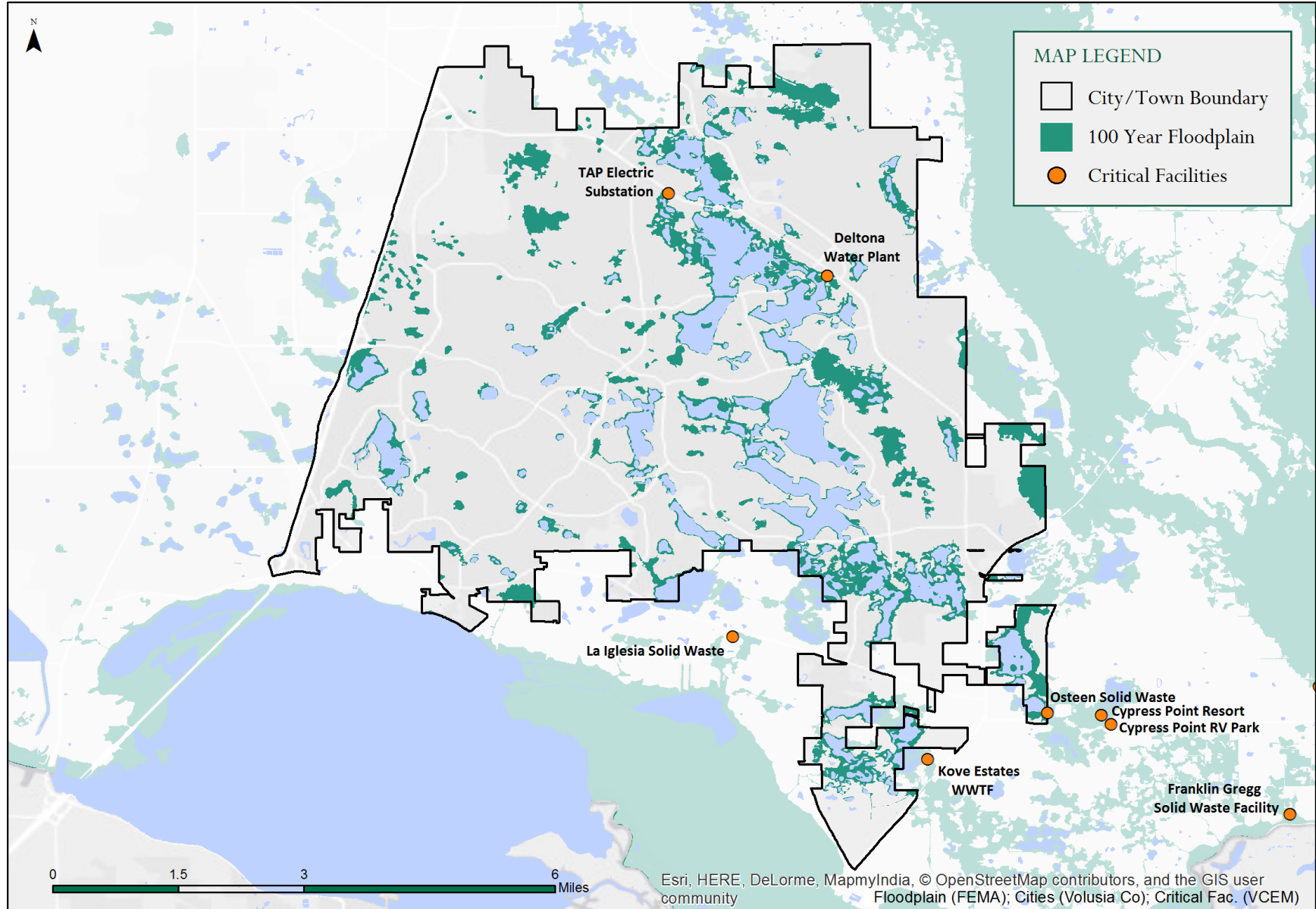
Floodplain Exposure Analysis

Percent of Parcels in the Floodplain	14.5%
Buildings in the Floodplain	4,524

Exposed Acreage: Residential Future Land Use	3,547
Exposed Acreage: Commercial Future Land Use	16
Exposed Acreage: Mixed Use Future Land Use	1,982
Exposed Acreage: Industrial Future Land Use	-
Exposed Acreage: PD Future Land Use	-
Exposed Acreage: Institutional Future Land Use	57

Total Exposure: Land Value	\$122,580,488
Total Exposure: Building Value	\$563,266,460
Total Exposure: Assessed Value	\$711,052,496
Total Exposure: Taxable Value	\$398,048,314

Jurisdiction Map: Critical Facilities within the 100-Year Floodplain



Floodplain Management Goals and Objectives

Goal: Continue to maintain a floodplain management ordinance, which includes the development standards required for participation in the National Flood Insurance Program.

- Objective: New construction, or substantial improvement, of any residential structure shall have the lowest floor, including basement, elevated no less than one foot (1') above the base flood elevation or crown of the paved road whichever is greater, or 16 inches (16") above an unpaved road.
- Objective: Plans and designs for subdivisions shall minimize potential flood damage by locating recreation and conservation uses, if included in the plans, to areas within the Flood Zone, reserving as much land as possible outside the flood zone for other land uses. Flood zones shall be identified on all final development plans submitted to the City.

Goal: Strongly discourage development within flood prone areas is strongly discouraged and mitigate any adverse impacts to the surrounding area that may be related to drainage, public health or public safety.

- Objective: Encroachments within the published flood way will not be approved under any circumstances.
- Objective: Compensatory storage for 100-year flood plain encroachments shall be provided in accordance with the City requirements.
- Objective: Projects located near the coast should evaluate any flooding effects associated with both storm surge (FEMA Zones V and VE) and the freshwater flood (FEMA Zones A, AE, AH and AO).

Goal: Protect the natural function and values of the 100-year floodplain.

- Objective: 100-year floodplain shall be given high priority in the selection of conservation areas within the City and for public acquisition of lands for conservation and recreational purposes.
- Objective: Development within the 100 Year Floodplain shall provide necessary mitigation to maintain the natural storm water flow regime.
- Objective: All new construction and substantial improvements of existing construction shall be constructed with materials and utility equipment resistant to flood damage, and using methods and practices that will minimize flood damage and prevent the pollution of surface waters during a 100 year flood event.

Goal: Limit development in the Coastal High Hazard Area and direct population concentrations away from this area.

- Objective: No new public facilities shall be located in the Coastal High Hazard Areas other than those necessary to support the levels of service identified in the Capital Improvement Element and for overriding health and safety reasons.
- Objective: By December 2014, the City shall identify areas in the Coastal High Hazard Area needing redevelopment, including eliminating unsafe conditions and inappropriate uses as opportunities arise.
- Objective: No future land use amendments shall be approved within the Coastal High Hazard Area which will increase the previously permitted density.

Edgewater

Exposed Critical Facilities

Facility Name	Facility Type	Flood Zone
None		

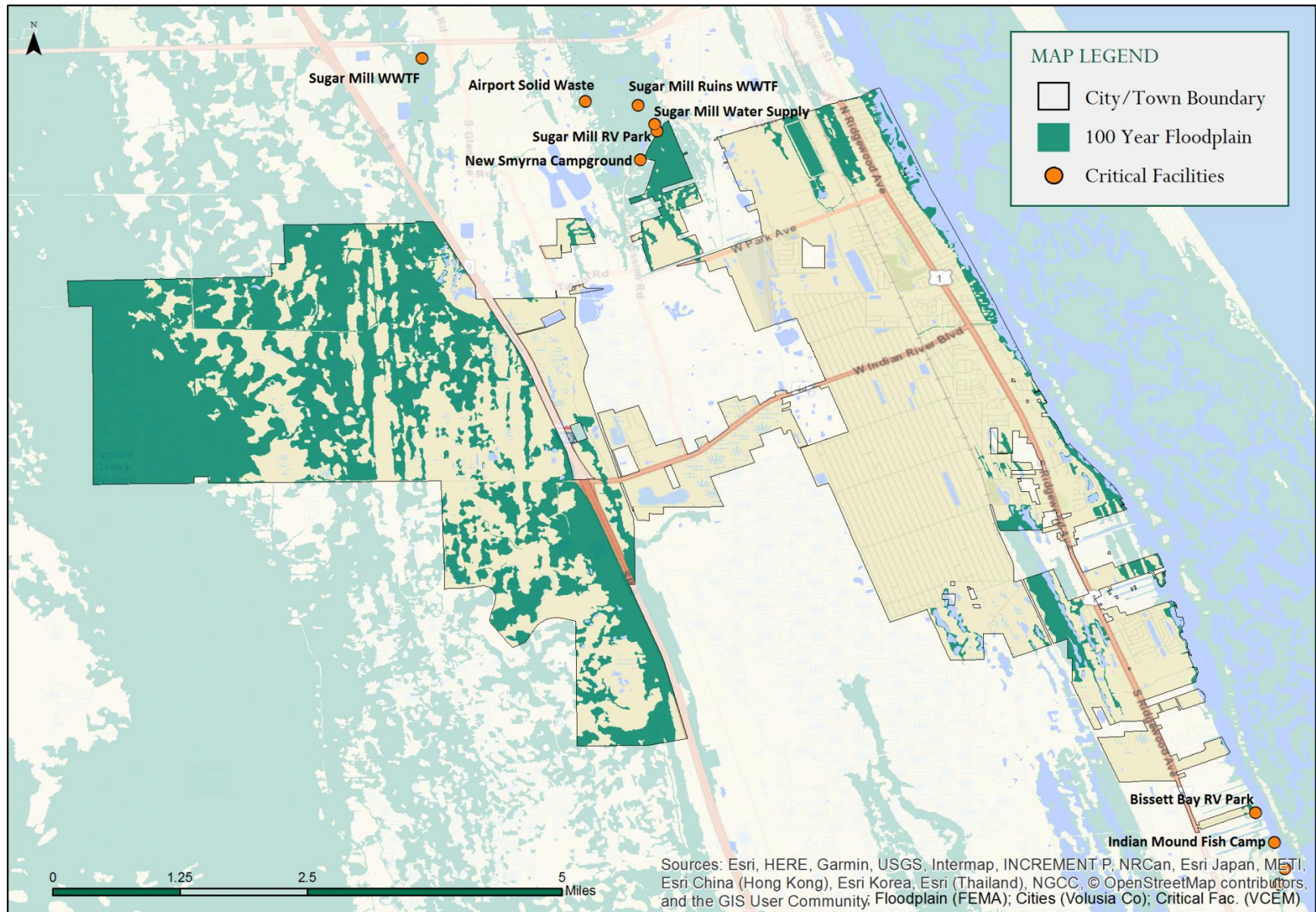
Floodplain Exposure Analysis

Percent of Parcels in the Floodplain	8.0%
Buildings in the Floodplain	644

Exposed Acreage: Residential Future Land Use	446
Exposed Acreage: Commercial Future Land Use	16
Exposed Acreage: Mixed Use Future Land Use	1,982
Exposed Acreage: Industrial Future Land Use	86
Exposed Acreage: PD Future Land Use	-
Exposed Acreage: Institutional Future Land Use	57

Total Exposure: Land Value	\$131,100,527
Total Exposure: Building Value	\$108,511,438
Total Exposure: Assessed Value	\$244,402,829
Total Exposure: Taxable Value	\$161,654,623

Jurisdiction Map: Critical Facilities within the 100-Year Floodplain



Holly Hill



Floodplain Management Goals and Objectives

Goal: Safeguard the public health, safety and general welfare and to minimize public and private losses due to flooding through regulation of development in flood hazard areas.

- Objective: Minimize unnecessary disruption of commerce, access and public service during times of flooding
- Objective: require the use of appropriate construction practices in order to prevent or minimize future flood damage
- Objective: Manage filling, grading, dredging, mining, paving, excavation, drilling operations, storage of equipment or materials and other development which may increase flood damage or erosion potential
- Objective: Manage the alteration of flood hazard areas, watercourses and shorelines to minimize the impact of development on the natural and beneficial functions of the floodplain
- Objective: Minimize damage to public and private facilities and utilities
- Objective: Help maintain a stable tax base by providing for the sound use and development of flood hazard areas
- Objective: Minimize the need for future expenditure of public funds for flood control projects and response to and recovery from flood events
- Objective: Meet the requirements of the National Flood Insurance Program for community participation as set forth in the Title 44 Code of Federal Regulations, Section 59.22

Holly Hill

Exposed Critical Facilities

Facility Name	Facility Type	Flood Zone
Amerigas Propane	HazMat Facility	AE
Level 3 Communication Tower	HazMat Facility	AE
Gorman Holly Hill	HazMat Facility	AE
Metra Electronics	HazMat Facility	AE
Commercial Chemical Products	HazMat Facility	AE
Product Quest MFG	HazMat Facility	A
Holly Hill Electric Substation	Utility	AE
Holly Hill Wastewater Facility	Waste Facility	AE
VCUD Wastewater Facility	Waste Facility	AE

Floodplain Exposure Analysis

Percent of Parcels in the Floodplain	51.0%
Buildings in the Floodplain	2,102

Exposed Acreage: Residential Future Land Use	450
Exposed Acreage: Commercial Future Land Use	24
Exposed Acreage: Mixed Use Future Land Use	0.3
Exposed Acreage: Industrial Future Land Use	142
Exposed Acreage: PD Future Land Use	-
Exposed Acreage: Institutional Future Land Use	10

Total Exposure: Land Value	\$112,732,648
Total Exposure: Building Value	\$315,339,218
Total Exposure: Assessed Value	\$433,456,264
Total Exposure: Taxable Value	\$342,878,826

Jurisdiction Map: Critical Facilities within the 100-Year Floodplain



Lake Helen



Floodplain Management Goals and Objectives

There are no additional goals to the countywide goals stated in the report.



Lake Helen

Exposed Critical Facilities

Facility Name	Facility Type	Flood Zone
None		

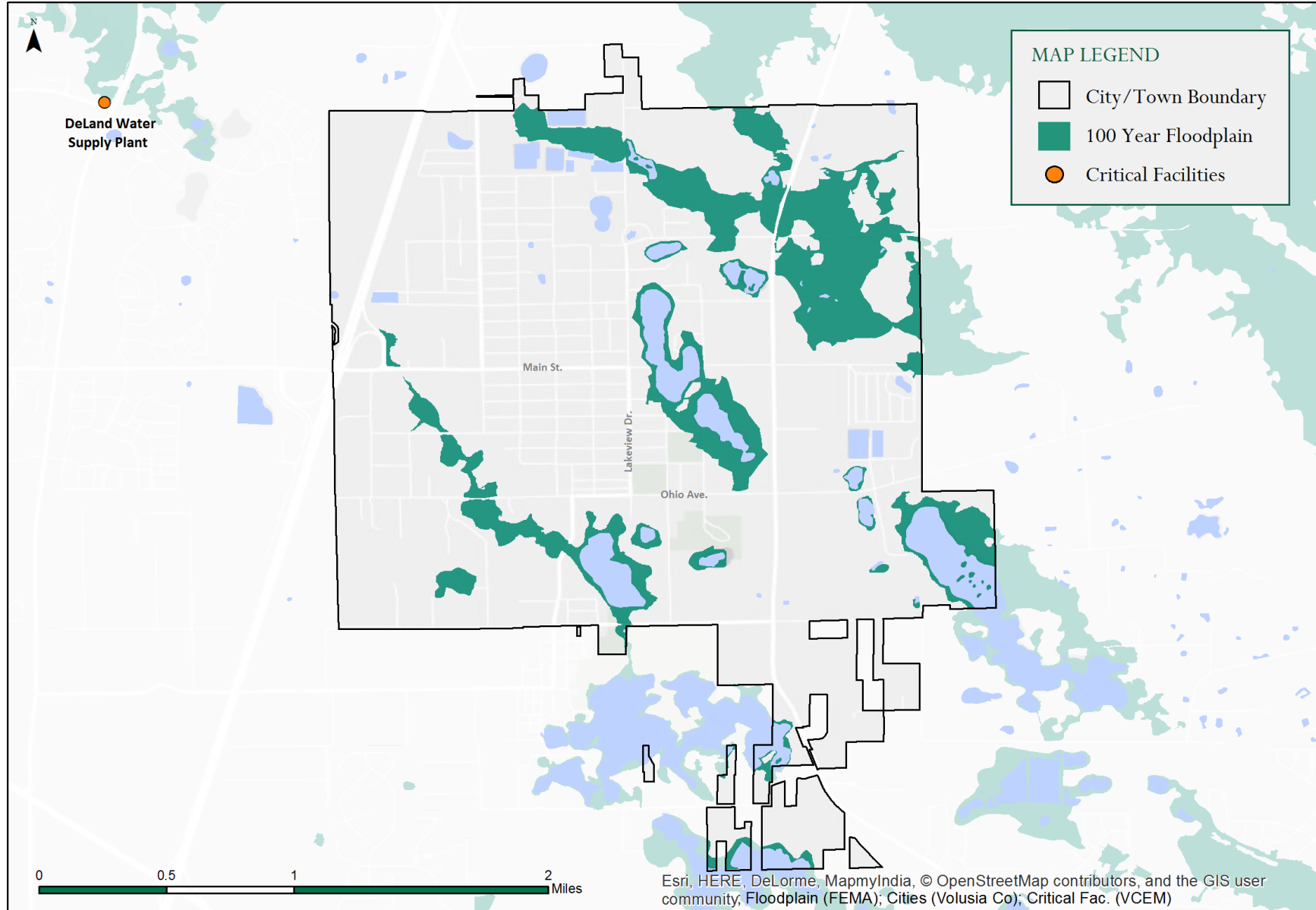
Floodplain Exposure Analysis

Percent of Parcels in the Floodplain	16.9%
Buildings in the Floodplain	140

Exposed Acreage: Residential Future Land Use	200
Exposed Acreage: Commercial Future Land Use	-
Exposed Acreage: Mixed Use Future Land Use	10
Exposed Acreage: Industrial Future Land Use	2
Exposed Acreage: PD Future Land Use	-
Exposed Acreage: Institutional Future Land Use	5

Total Exposure: Land Value	\$14,937,971
Total Exposure: Building Value	\$21,641,857
Total Exposure: Assessed Value	\$38,079,497
Total Exposure: Taxable Value	\$23,442,299

Jurisdiction Map: Critical Facilities within the 100-Year Floodplain



New Smyrna Beach



Floodplain Management Goals and Objectives

Goal: Promote the public health, safety and general welfare, and to minimize public and private losses due to flood conditions in specific areas.

- Objective: Maintain the City's Community Rating System Classification;
- Objective: Provide flood protection information to residents;
- Objective: Coordinate and implement small and/or large scale projects to help alleviate drainage and flood concerns;
- Objective: To protect human life, health and to eliminate or minimize property damage;
- Objective: require the use of appropriate construction practices in order to prevent or minimize future flood damage;
- Objective: Manage filling, grading, dredging, mining, paving, excavation, drilling operations, storage of equipment or materials and other development which may increase flood damage or erosion potential;
- Objective: Manage the alteration of flood hazard areas, watercourses and shorelines to minimize the impact of development on the natural and beneficial functions of the floodplain;
- Objective: To minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- Objective: To minimize prolonged business interruptions;
- Objective: To minimize damage to public facilities and utilities, such as water and gas mains, electric, telephone and sewer lines, streets, bridges and culverts located in floodplains;
- Objective: To maintain a stable tax base by providing for the sound use and development of flood prone areas in such a manner as to minimize flood blight areas;
- Objective: To endeavor that potential homebuyers are notified that property is in a flood hazard area;
- Objective: To help maintain a stable tax base by providing for the sound use and development of flood prone areas in such a manner as to minimize flood blight areas.

Goal: Create programs to manage the surface water runoff

- Objective: Develop/maintain storm water management plan
- Objective: Develop alternative water supply on western city limits

New Smyrna Beach

Exposed Critical Facilities

Facility Name	Facility Type	Flood Zone
Tiffany on River	Assisted Living	AE
Smyrna West	Assisted Living	AE
Fairgreen Assisted Living	Assisted Living	AE
Little River Manor	Assisted Living	AE
Airport Substation	HazMat Facility	AE
Momentive Performance Materials	HazMat Facility	AE
New Smyrna Beach Solid Waste	Waste Facility	AE

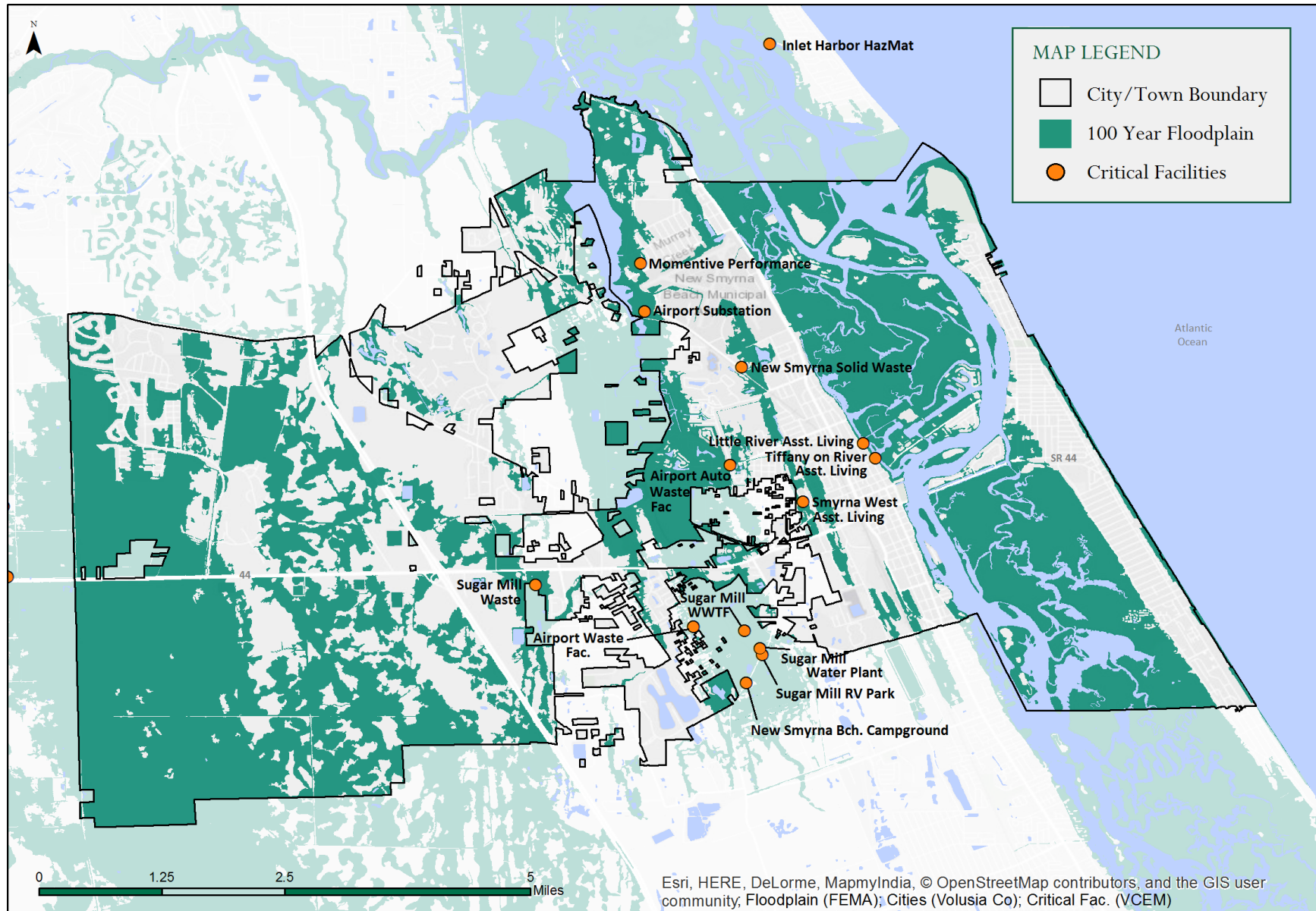
Floodplain Exposure Analysis

Percent of Parcels in the Floodplain	41.5%
Buildings in the Floodplain	3,618

Exposed Acreage: Residential Future Land Use	1,718
Exposed Acreage: Commercial Future Land Use	220
Exposed Acreage: Mixed Use Future Land Use	222
Exposed Acreage: Industrial Future Land Use	180
Exposed Acreage: PD Future Land Use	1,873
Exposed Acreage: Institutional Future Land Use	23

Total Exposure: Land Value	\$926,691,147
Total Exposure: Building Value	\$1,409,897,440
Total Exposure: Assessed Value	\$2,402,551,188
Total Exposure: Taxable Value	\$1,928,001,263

Jurisdiction Map: Critical Facilities within the 100-Year Floodplain



Oak Hill



Floodplain Management Goals and Objectives

There are no additional goals to the countywide goals stated in the report.



Oak Hill

Exposed Critical Facilities

Facility Name	Facility Type	Flood Zone
Castaway Lagoon	RV Park	AE
Jackson Hole Park	RV Park	AE
Lopez RV Park	RV Park	AE
Indian Mound Fish Camp	RV Park	AE
Mosquito Lagoon RV Park	RV Park	AE
Travis RV Park	RV Park	AE
Noel's Mobile Home Water Plant	Utility	AE
Riverwood Park Water Plant	Utility	AE

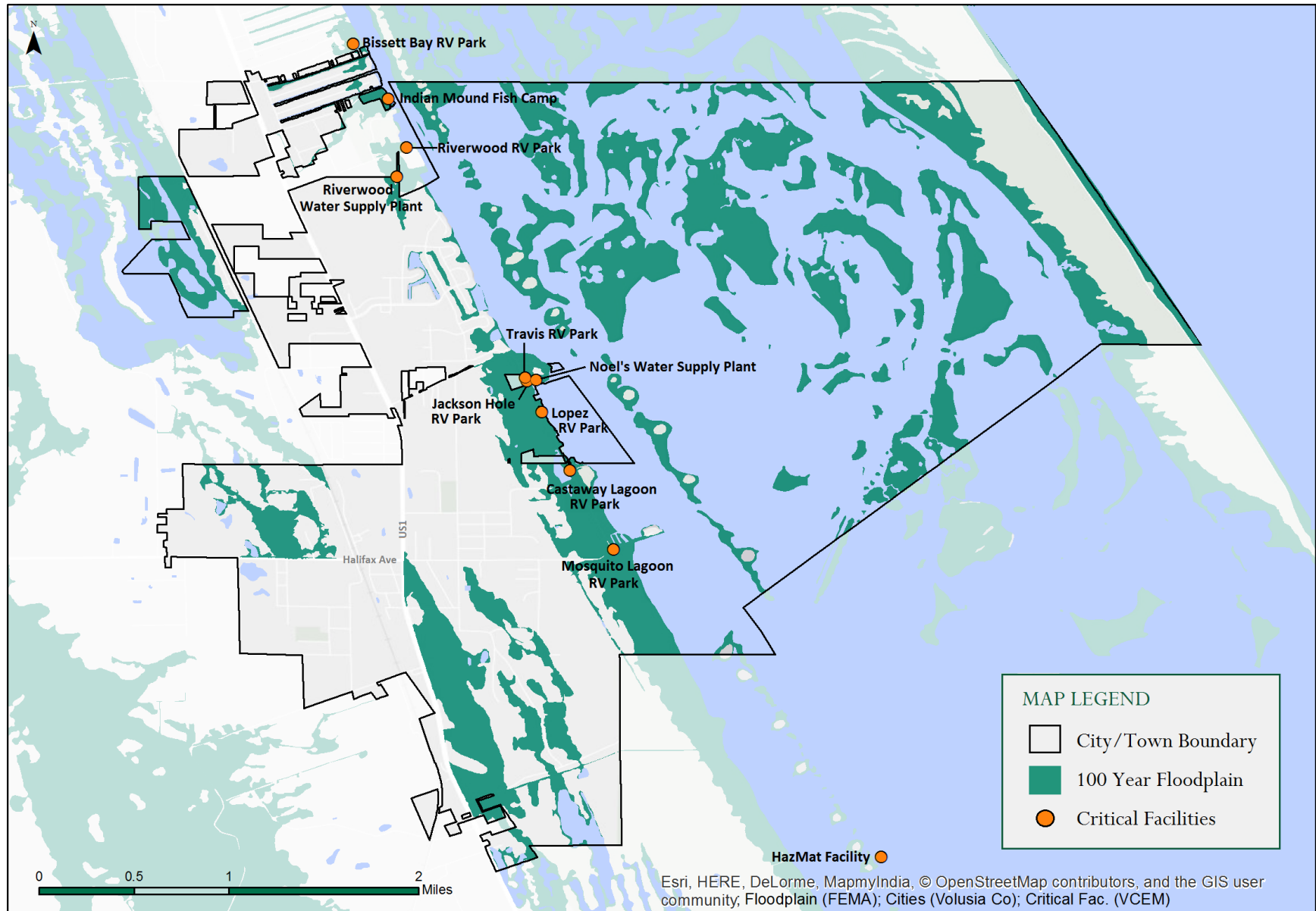
Floodplain Exposure Analysis

Percent of Parcels in the Floodplain	34.8%
Buildings in the Floodplain	399

Exposed Acreage: Residential Future Land Use	227
Exposed Acreage: Commercial Future Land Use	54
Exposed Acreage: Mixed Use Future Land Use	182
Exposed Acreage: Industrial Future Land Use	-
Exposed Acreage: PD Future Land Use	-
Exposed Acreage: Institutional Future Land Use	13

Total Exposure: Land Value	\$67,278,856
Total Exposure: Building Value	\$36,099,228
Total Exposure: Assessed Value	\$106,502,626
Total Exposure: Taxable Value	\$61,701,575

Jurisdiction Map: Critical Facilities within the 100-Year Floodplain



Orange City



Floodplain Management Goals and Objectives

There are no additional goals to the countywide goals stated in this report.



Orange City

Exposed Critical Facilities

Facility Name	Facility Type	Flood Zone
None		

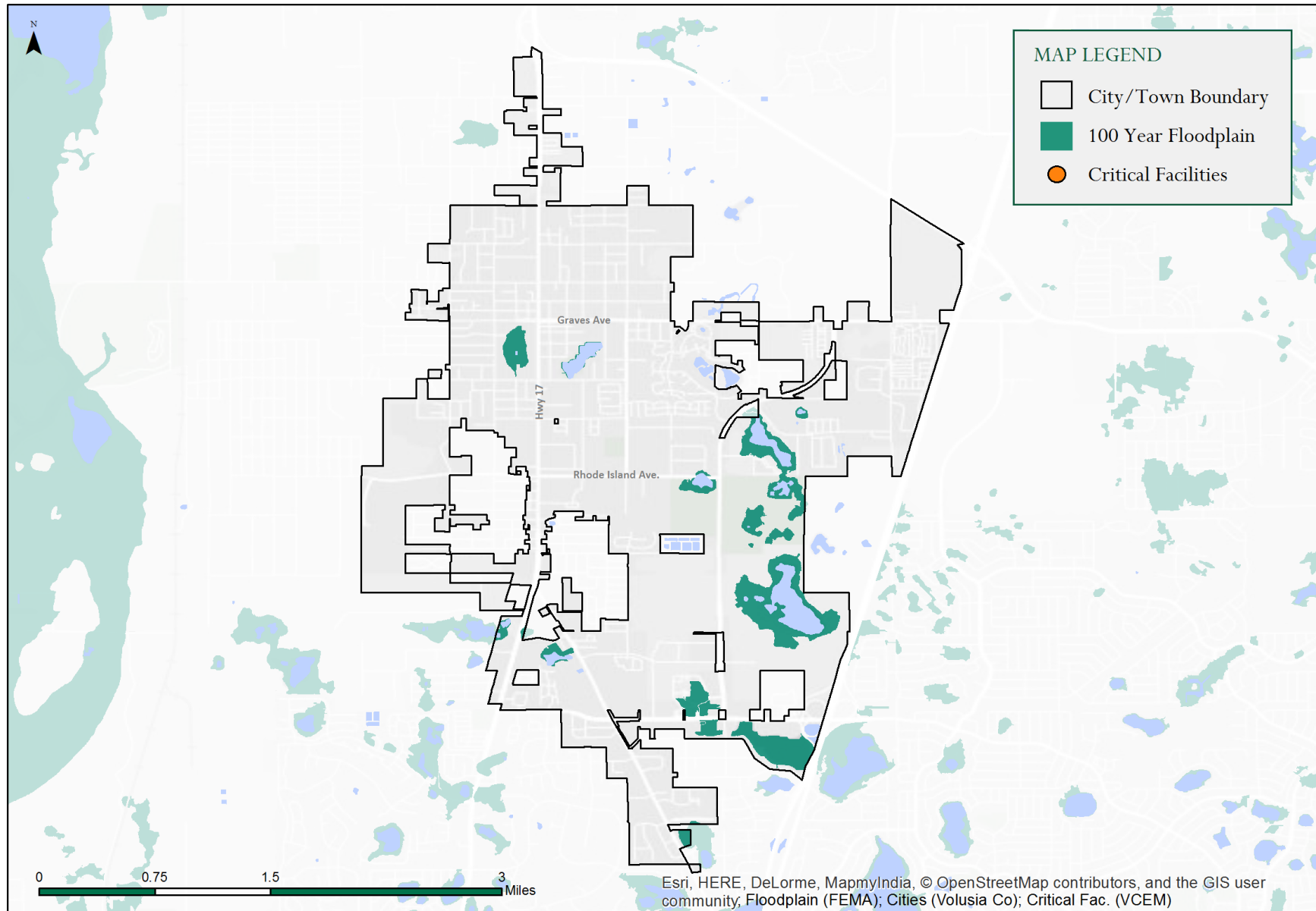
Floodplain Exposure Analysis

Percent of Parcels in the Floodplain	1.8%
Buildings in the Floodplain	33

Exposed Acreage: Residential Future Land Use	6
Exposed Acreage: Commercial Future Land Use	25
Exposed Acreage: Mixed Use Future Land Use	49
Exposed Acreage: Industrial Future Land Use	0.6
Exposed Acreage: PD Future Land Use	-
Exposed Acreage: Institutional Future Land Use	38

Total Exposure: Land Value	\$27,650,938
Total Exposure: Building Value	\$85,525,073
Total Exposure: Assessed Value	\$116,356,750
Total Exposure: Taxable Value	\$80,042,861

Jurisdiction Map: Critical Facilities within the 100-Year Floodplain



Ormond Beach



Floodplain Management Goals and Objectives

Goal: Promote the public health, safety and general welfare, and to minimize public and private losses due to flooding through the regulation of development in flood hazard areas.

- Objective: Protect human life and health;
- Objective: Minimize or eliminate property damage;
- Objective: Minimize the need for future expenditure of public money for costly flood control projects and response to and recovery from flood events;
- Objective: Minimize unnecessary disruption of commerce, access and public service during times of flooding; Objective: Minimize damage to public and private facilities and utilities located in areas of special flood hazard;
- Objective: Help maintain a stable tax base by providing for the sound use and development of flood hazard area;
- Objective: Ensure that potential buyers are notified that property is in an area of special flood hazard;
- Objective: Require the use of appropriate construction practices in order to prevent or minimize future flood damage; and
- Objective: Manage the alteration of flood hazard areas, watercourses, and shorelines to minimize the impact of development on the natural and beneficial functions of the floodplain.

Ormond Beach

Exposed Critical Facilities

Facility Name	Facility Type	Flood Zone
Seasons by Riviera	Assisted Living	AE
Southland Suites	Assisted Living	AE
Evergreen Assisted Living Facility	Assisted Living	A
Horizon Assisted Living Facility	Assisted Living	AH
Brookdale Ormond Beach West	Assisted Living	AE
CEMEX Ready Mix Plant	HazMat Facility	AE
Florida Power & Light Substation	HazMat Facility	A
Ormond Beach Fleet Operations	HazMat Facility	AE
Coquina Center	Medical	AE
Fleming Electric Substation	Utility	A
Ormond Electric Substation	Utility	AE
Ormond Solid Waste Transfer Facility	Waste Facility	AE
Dapri Property Solid Waste	Waste Facility	A
CEMEX Construct Materials Facility	Waste Facility	AE
Wastewater Treatment Plant	Waste Facility	AE

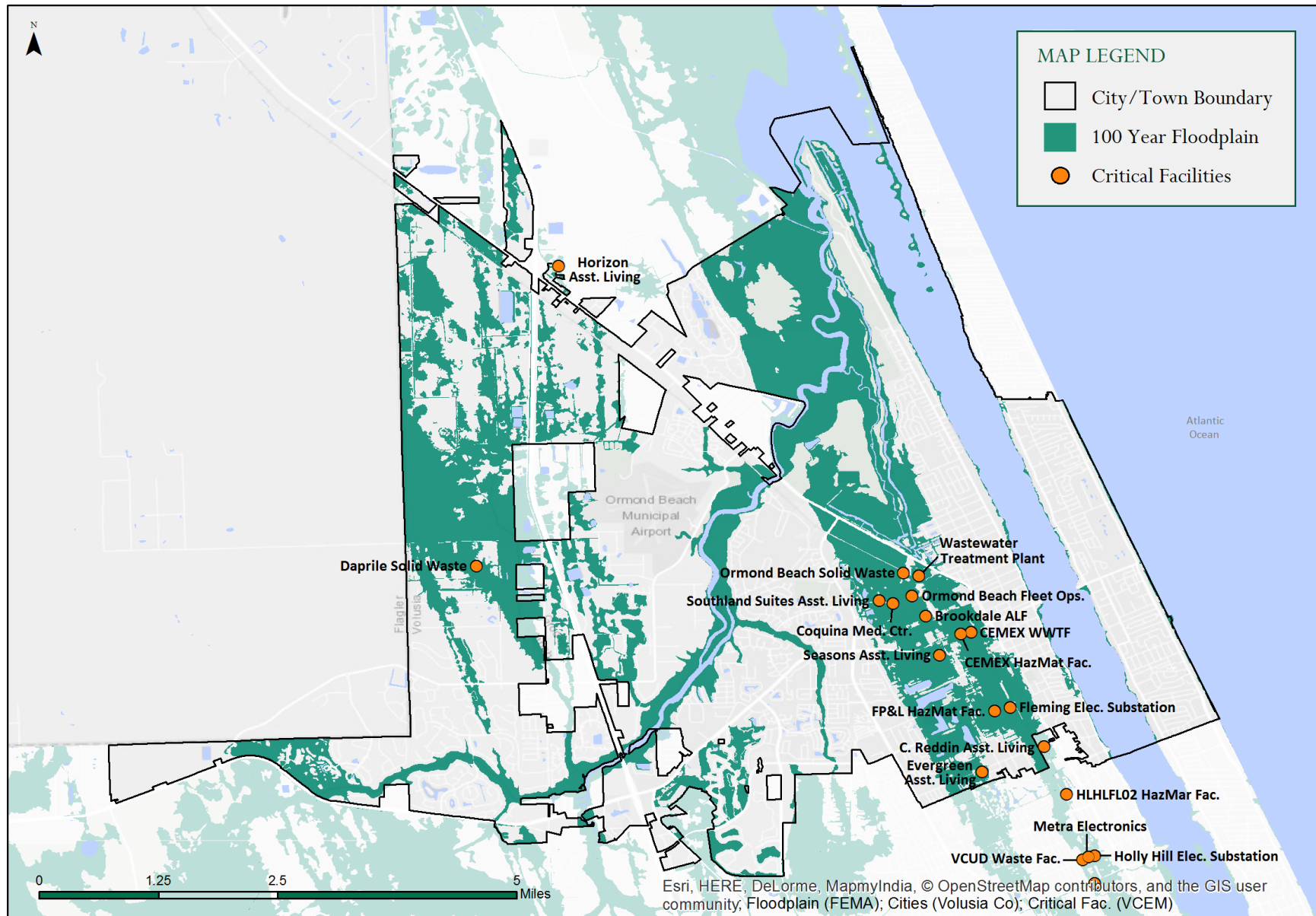
Floodplain Exposure Analysis

Percent of Parcels in the Floodplain	22.9%
Buildings in the Floodplain	3,235

Exposed Acreage: Residential Future Land Use	1,951
Exposed Acreage: Commercial Future Land Use	391
Exposed Acreage: Mixed Use Future Land Use	1,593
Exposed Acreage: Industrial Future Land Use	154
Exposed Acreage: PD Future Land Use	-
Exposed Acreage: Institutional Future Land Use	71

Total Exposure: Land Value	\$576,874,554
Total Exposure: Building Value	\$853,502,766
Total Exposure: Assessed Value	\$1,558,730,380
Total Exposure: Taxable Value	\$1,243,135,285

Jurisdiction Map: Critical Facilities within the 100-Year Floodplain



Pierson



Floodplain Management Goals and Objectives

There are no additional goals to the countywide goals stated in the report.



Pierson

Exposed Critical Facilities

Facility Name	Facility Type	Flood Zone
Pole Barn State Facility	Government	A

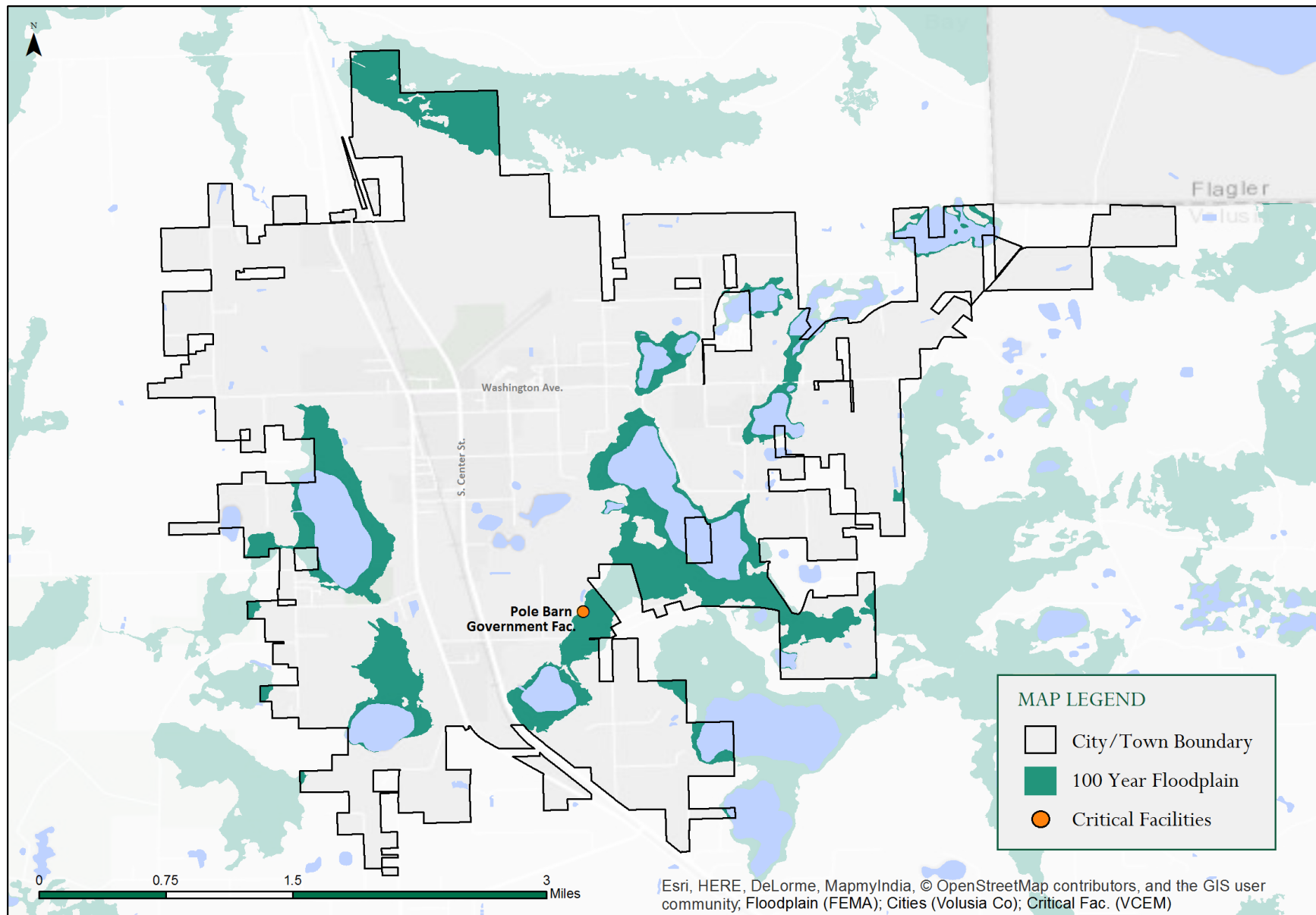
Floodplain Exposure Analysis

Percent of Parcels in the Floodplain	13.0%
Buildings in the Floodplain	70

Exposed Acreage: Residential Future Land Use	5
Exposed Acreage: Commercial Future Land Use	-
Exposed Acreage: Mixed Use Future Land Use	-
Exposed Acreage: Industrial Future Land Use	-
Exposed Acreage: PD Future Land Use	-
Exposed Acreage: Institutional Future Land Use	-

Total Exposure: Land Value	\$7,777,178
Total Exposure: Building Value	\$8,429,260
Total Exposure: Assessed Value	\$16,874,499
Total Exposure: Taxable Value	\$9,865,908

Jurisdiction Map: Critical Facilities within the 100-Year Floodplain



Ponce Inlet



Floodplain Management Goals and Objectives

Goal: Conserve, protect, and restore coastal natural resources in order to maintain and enhance native habitats, floral and faunal species diversity, water quality, and natural surface water characteristics: and preserve and expand opportunities for the general public to access, use and enjoy the ocean beaches, the Halifax River, and other natural resource areas with passive and active recreational potential.

- Objective: Ensure the long-term protection, restoration and enhancement of the natural upland and wetland habitats of the coastal area, particularly areas identified as critical habitat for threatened and endangered species and species of special concern, through cooperation and coordination with federal, state and regional agencies, as well as Volusia County and adjoining coastal municipalities.
- Objective: Protect, conserve and enhance coastal resource wetlands, wildlife habitat and living marine resources by continued implementation of the LUDC's development regulations.
- Objective: The town shall permit the use of limited shoreline land areas based on type of water-dependent use, adjacent land use, water quality, impact on critical habitat and coastal resources and in accordance with the priorities for shoreline uses set forth in Policy 1.3.1.
- Objective: The town shall develop strategies to lessen the impact of a destructive storm on human life, property, public facilities and natural resources.
- Objective: Population concentrations shall be directed away from the Coastal High Hazard Area* (CHHA).
- Objective: Public facilities shall be prohibited that will encourage new development inside the CHHA, unless the facilities are consistent with policies specifically identified in this Comprehensive Plan.
- Objective: Prior to the development of public facilities in the CHHA, it shall be determined that there are no other feasible sites outside said area.
- Objective: If constructed, all public facilities in the CHHA shall be flood-proofed to ensure minimum damages from storms and hurricanes.
- Objective: The town shall regulate development that could impact natural dune systems by requiring developments to provide a plan that addresses that avoids disturbance to dunes if possible, and provides dune protection and stabilization measures, flood-proofing of utilities and requirements for structural wind resistance and floodplain management; Policy 1.4.6 - All development in the Hurricane Vulnerability Zone (HVZ) shall be consistent with the federal flood hazard requirements; Policy 1.4.7 - The town shall continue to participate in the National Flood Insurance Program (NFIP); Policy 1.4.8 - Any reconstruction or repair of the infrastructure necessitating state funds shall be designed to minimize potential damage (i.e., wind and/or flooding) from hurricanes or other storms; Policy 1.4.9 - The town, in accordance with Federal Emergency Management Agency requirements, shall adopt and implement a mitigation plan to reduce damage in areas of repetitive loss due to flooding; Policy 1.4.10 - The town shall continue to participation in the county's Emergency Management Service's "Local Mitigation Strategy" (LMS), as necessary and appropriate, through capital improvements programming and land development regulations in order to establish a continuing program of hurricane mitigation. The LMS is a result of a county-wide multi-jurisdictional program called Volusia 2020.
- Objective: In conjunction with Port Orange, Volusia County and Daytona Beach Shores, the town shall ensure that it maintains hurricane evacuation times at no more than 16 hours from the time of the first official order to evacuate during a Category 5 storm event as measured on the Saffir-Simpson scale prior to the consideration of any proposals to amend a Future Land Use designation that has the effect of increasing residential density in the community.

Goal: Protect, enhance, and restore the natural function of the beach and dune system.

- Objective: The town will continue to administer and enforce its comprehensive dune management program for the purpose of preserving and enhancing the existing dunes and stabilizing vegetation.
- Objective: The town shall coordinate with the East Central Florida Regional Planning Council, Volusia County and other coastal cities, as appropriate, in continually evaluating the long-term problems related to post-disaster redevelopment.

Ponce Inlet

Exposed Critical Facilities

Facility Name	Facility Type	Flood Zone
Inlet Harbor Restaurant/Marina	HazMat Facility	AE

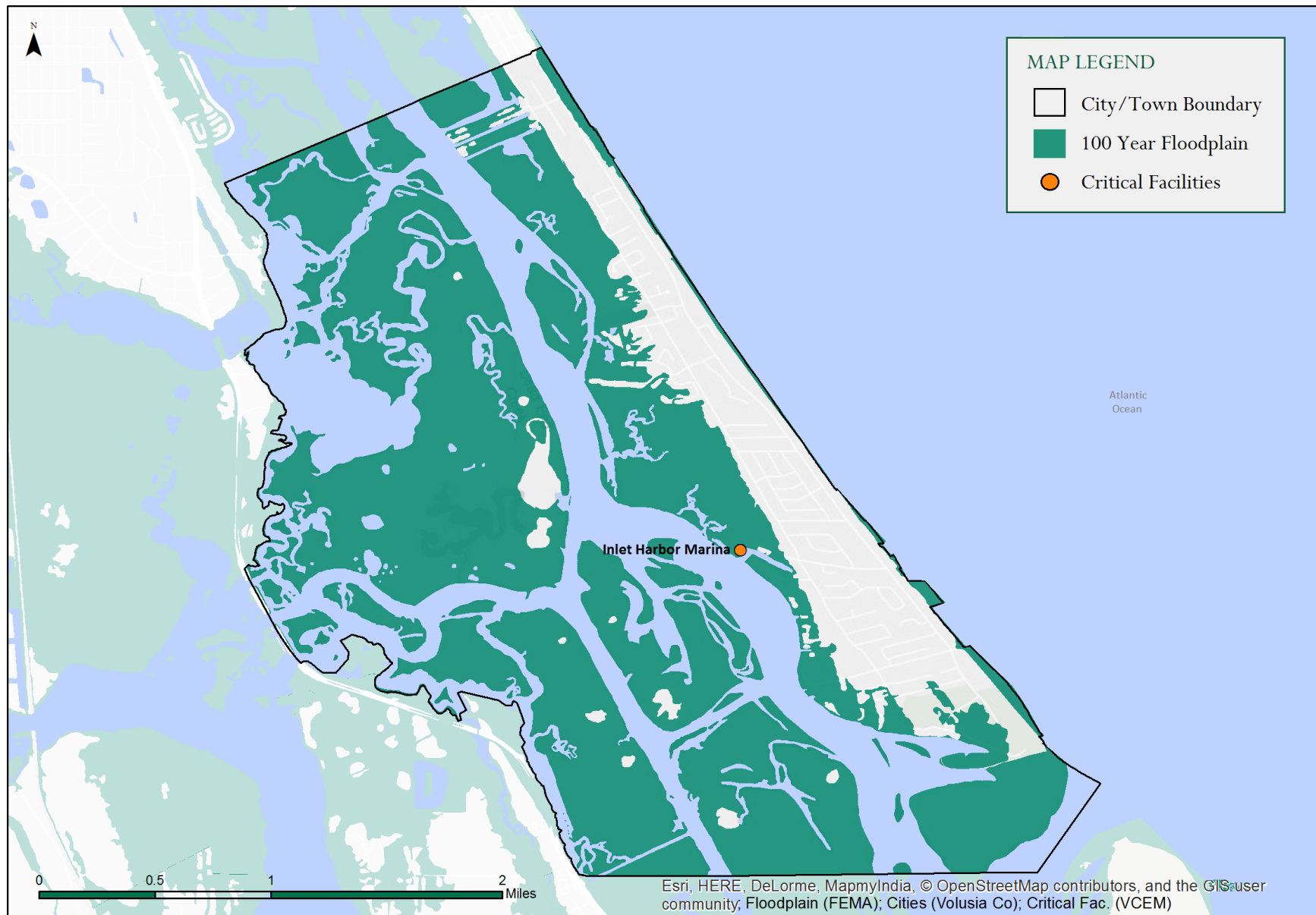
Floodplain Exposure Analysis

Percent of Parcels in the Floodplain	53.5%
Buildings in the Floodplain	328

Exposed Acreage: Residential Future Land Use	112
Exposed Acreage: Commercial Future Land Use	20
Exposed Acreage: Mixed Use Future Land Use	-
Exposed Acreage: Industrial Future Land Use	-
Exposed Acreage: PD Future Land Use	-
Exposed Acreage: Institutional Future Land Use	40

Total Exposure: Land Value	\$268,287,790
Total Exposure: Building Value	\$377,696,350
Total Exposure: Assessed Value	\$652,777,628
Total Exposure: Taxable Value	\$538,859,301

Jurisdiction Map: Critical Facilities within the 100-Year Floodplain



Port Orange



Floodplain Management Goals and Objectives

Goal: Provide an efficient and effective drainage and storm water management system which, to the maximum extent practical, protects persons and property from flooding, prevents negative impacts to the groundwater aquifer, and safeguards surface waters against erosion and degradation of quality.

- Objective: To provide a storm water management level-of-service that will eliminate existing local flooding during the 25-year, 24-hour storm, and require all new development to provide storm water management facilities based on a 25-year, 24-hour storm event; *Policy:* Continue to utilize the Port Orange Master Drainage Plan, which establishes high water elevations, addresses existing deficiencies, and coordinates the construction of new facilities; *Policy:* Utilize the full carrying capacity of the existing culverts and ditches. The City will perform annual inspections of system elements to ascertain whether ditches have been maintained and culverts cleaned; *Policy:* Review on a yearly basis the priorities for replacement, correction of facility deficiencies, and provision of future drainage facility needs. These priorities will be based on those facilities that: 1) have failed or have a high probability of failure; and 2) will meet future capacity needs. The City shall establish a construction schedule for identified improvements in order to meet the future needs of flood control and storm water management.

Goal: Lessen the impact of a destructive storm on human life, property, public facilities and natural resources.

- Objective: To utilize land development regulations that minimizes danger to life and property; *Policy:* If constructed, all public facilities in the Coastal High Hazard Area, where necessary and appropriate, shall be flood-proof to ensure minimum damages from storms and hurricanes; *Policy:* City utility infrastructure shall be designed to withstand floods and wind damage associated with major storms and hurricanes. Furthermore, the City shall require, where necessary and appropriate, that electric, telephone, television cable, and other private utility infrastructure be designed to withstand flood and storm damage; *Policy:* Incorporate the recommendations of the Comprehensive Emergency Management Plan and the Local Mitigation Strategy (LMS), and other relevant interagency reports and agreements into the Comprehensive Plan and Land Development Code, as appropriate; *Policy:* Continue to participate in the county-wide Local Mitigation Strategy (LMS) program and implement the LMS, as necessary and appropriate, through capital improvements programming; *Policy:* Continue to participate in the National Flood Insurance Program (NFIP); *Policy:* Continue to pursue the improvement of Port Orange's insurance rating under the NFIP Community Rating System (CRS).

Goal: Conserve, protect, manage, restore, and enhance the City's air, water, and soil resources in order to maintain a living environment that supports a healthy population and does not cause illness.

- Objective: To protect, enhance and improve the ambient water quality of surface waters within the City; *Policy:* On-site waste treatment system facilities and drain fields shall not be located within 75 feet of the 100-year floodplain; within 75 feet of an upland/wetland interface; or within 120 feet of the mean high water mark of any surface water body, whichever is greater. On-site waste treatment systems should be located as far inland from a water body or wetland as possible.

Goal: Conserve, protect, manage, restore, and enhance the functional, aesthetic, and qualitative value of the natural environment for the benefit of present and future generations.

- Objective: To protect the natural function of the 100-year floodplains of Spruce Creek, the Halifax River, and their tributaries. In accordance with the provisions of the Comprehensive Plan, the City shall enforce development regulations, to maintain the capability of floodplains to carry, store and filter flood waters; *Policy:* Continue the use of the Conservation land use designation, as well as the Floodplain-Conservation (F-C) Zoning District, to protect the natural functions of floodplains and shorelines; *Policy:* Floodplains whose functional values have been degraded or destroyed through human intervention should be restored, if possible, through the public acquisition of historic floodplain lands. Various state, regional, and local acquisition programs shall be used for this purpose; *Policy:* No fill will be allowed in the Floodplain-Conservation (F-C) Zoning District that will decrease the flood carrying capacity of the riverine floodplain; *Policy:* No fill will be allowed in isolated floodplain pockets that will decrease the flood storage capacity of depressional wetlands; *Policy:* If any filling of land occurs during site design such that the volume of floodplain storage would be reduced, an equal volume of soil shall be excavated within the same floodplain to provide compensatory storage; *Policy:* Ensure that fill material or other structures do not adversely obstruct the natural movement of floodwater overland sheet flow or pose a threat to the public health, safety, and welfare; *Policy:* Encourage the development of a strict floodplain management program by state, regional, and local governments designed to preserve hydrologically significant wetlands and other natural floodplain features.

Port Orange

Exposed Critical Facilities

Facility Name	Facility Type	Flood Zone
Coquina Grove	Assisted Living	AE
Fran's Elderly Care	Assisted Living	AE
Portside Care Center	Assisted Living	AE
Port Orange HazMat Facility	HazMat Facility	AE
Port Orange Electric Substation	Utility	AE

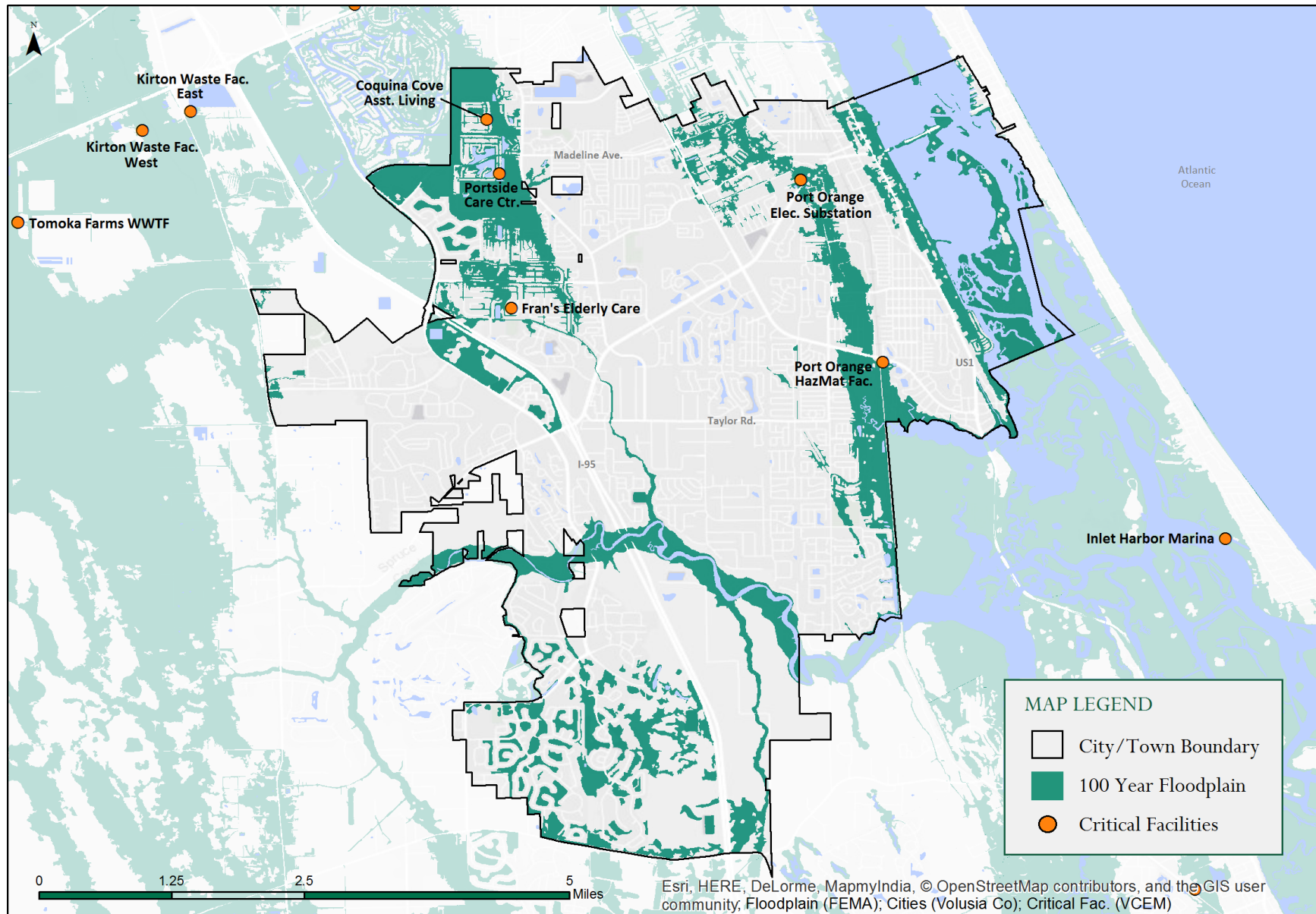
Floodplain Exposure Analysis

Percent of Parcels in the Floodplain	21.4%
Buildings in the Floodplain	4,496

Exposed Acreage: Residential Future Land Use	1,756
Exposed Acreage: Commercial Future Land Use	154
Exposed Acreage: Mixed Use Future Land Use	87
Exposed Acreage: Industrial Future Land Use	116
Exposed Acreage: PD Future Land Use	159
Exposed Acreage: Institutional Future Land Use	254

Total Exposure: Land Value	\$323,141,861
Total Exposure: Building Value	\$745,005,376
Total Exposure: Assessed Value	\$1,099,399,477
Total Exposure: Taxable Value	\$808,861,362

Jurisdiction Map: Critical Facilities within the 100-Year Floodplain



South Daytona



Floodplain Management Goals and Objectives

Goal: To protect human life and health through preparedness of emergency response teams from the Fire, Police and Public Works Departments;

Goal: Provide leadership in protecting residential properties and businesses from the impacts of floods by coordinating historical data with updated storm water management studies to identify possible flooding concerns;

Goal: To minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public with proper planning and cost effective storm water improvements;

Goal: To minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodplains through hardening facilities and Public Works Department preparedness;

Goal: To help maintain a stable tax base by providing for the sound use and development of flood prone areas in such a manner as to minimize flood blighted areas;

Goal: Provide advice and assistance to property owners by the Floodplain Manager and Chief Building Official, concerning the protection of their properties from flooding;

Goal: Maintain a Public awareness program that informs all property owners in the flood zones that they are located in a flood zone through mail-outs and web-site postings;

Goal: Maintain an aggressive grant program to identify and obtain funding for both pre and post disaster mitigation projects through the Community Development and the Ridgewood Corridor Re-Development Departments, and;

Goal: Create programs to manage the surface water runoff through maintaining an updated storm water management plan through the Public Works Department in conjunction with the Floodplain Manager and Chief Building Official.

South Daytona

Exposed Critical Facilities

Facility Name	Facility Type	Flood Zone
South Daytona Christian Church	Shelter	A

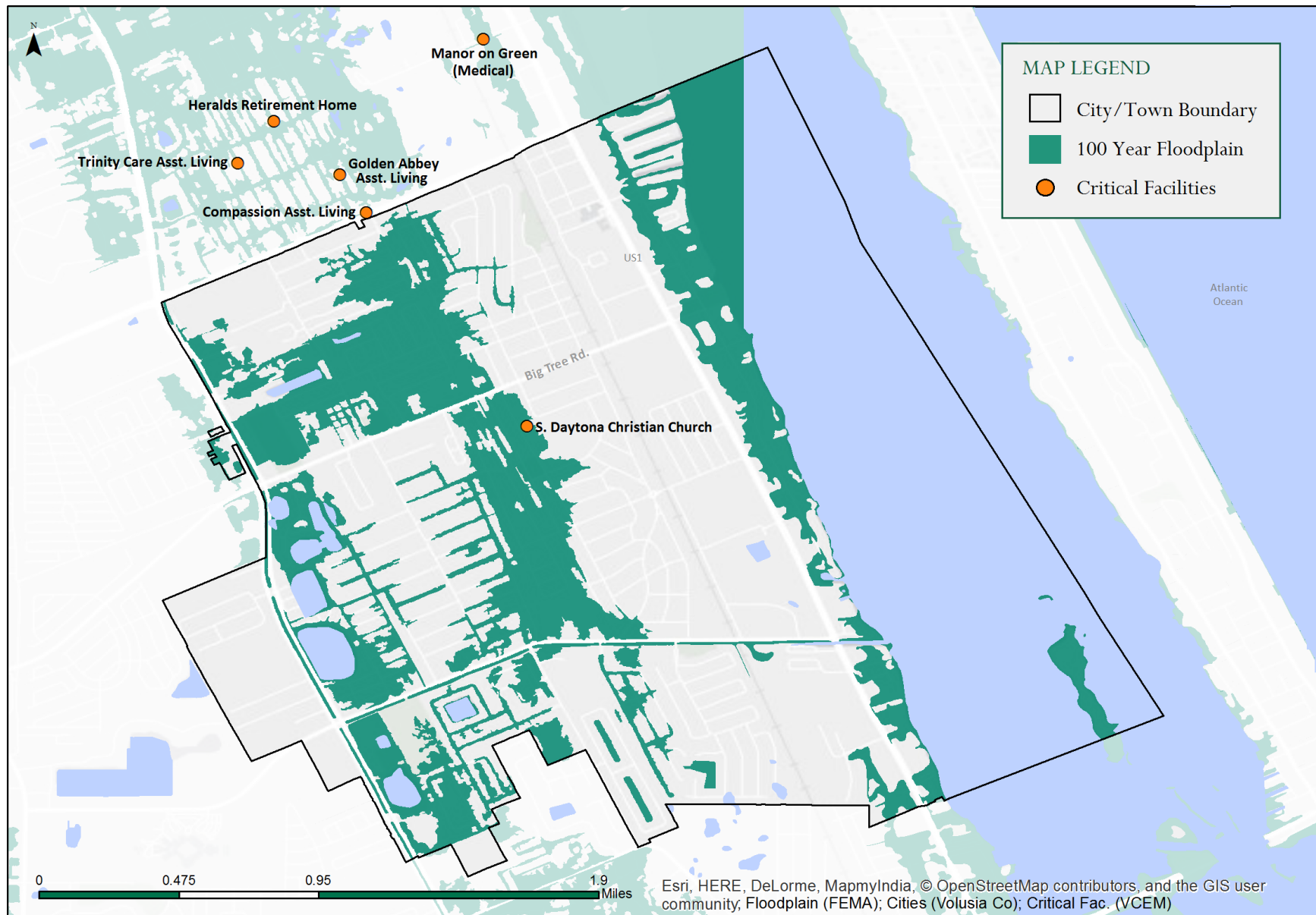
Floodplain Exposure Analysis

Percent of Parcels in the Floodplain	46.5%
Buildings in the Floodplain	2,262

Exposed Acreage: Residential Future Land Use	379
Exposed Acreage: Commercial Future Land Use	26
Exposed Acreage: Mixed Use Future Land Use	52
Exposed Acreage: Industrial Future Land Use	38
Exposed Acreage: PD Future Land Use	-
Exposed Acreage: Institutional Future Land Use	21

Total Exposure: Land Value	\$135,742,067
Total Exposure: Building Value	\$304,715,096
Total Exposure: Assessed Value	\$452,465,156
Total Exposure: Taxable Value	\$324,926,657

Jurisdiction Map: Critical Facilities within the 100-Year Floodplain



Unincorporated



Floodplain Management Goals and Objectives

Goal: Prevent new development in the floodplain from increasing runoff and resulting increases in flood volumes in the floodplain. Achieved through Volusia County Floodplain Development Ordinance, building permitting process and storm water management plans are on-going.

Goal: Develop a public awareness program that informs all property owners in the flood zones that they are located in a flood zone. Complete. Brochure is mailed annually to all 5,000 residents in the floodplain.

Goal: Provide advice and assistance to property owners concerning the protection of their properties from flooding, local drainage and sewer back-up problems. Information available and provided to property owners by Growth & Resource Management, Library, Public Presentations, Mail-outs – on-going.

Goal: Continue flood hazard mitigation program to identify and obtain funding for both pre-and-post disaster residential mitigation projects. Identify cost-beneficial residential units for various flood mitigation grants; Community Services shuttering program – ongoing.

Goal: Prioritize capital projects that will mitigate flood impacts in those areas of the County that have experienced significant flooding problems. Stormwater drainage programs – on-going.

Goal: Utilize “Volusia Prepares” Local Mitigation Strategy to guide and assist the County in establishing priorities for flood hazard mitigation projects. LMS Steering Committee meets quarterly to review mitigation initiatives and identify potential funding sources – on-going.

Goal: Review the locations and effects on areas that experience flooding and determine what steps, if any, the County can take to alleviate future impacts. Stormwater conducts inspections of flood prone areas to determine best mitigation activities – on-going.

Goal: Develop Floodplain Management Plans for participating CRS municipalities in Volusia County (and others as desired). Complete. Plan is in the adoption phase by all 16 municipalities and unincorporated Volusia County.

Unincorporated

Exposed Critical Facilities

Facility Name	Facility Type	Flood Zone
Coe Field	Airport	A
Cross Creek Farms Stolport	Airport	A
Correan Reddin	Assisted Living	A
Driveway Maintenance Facility	HazMat Facility	AE
Samsula HazMat Facility 812949	HazMat Facility	A
Florida Public Utilities Operation Center	HazMat Facility	AE
Southwest Livestock Barn/Pavilion	Government	A
Volusia County Fairgrounds	Government	A
Tomoka Work Camp	Jail	A
Cypress Point Resort	RV Park	A
New Smyrna Beach Campground	RV Park	A
Lake Beresford RV Park	RV Park	AE
Stoughton's Pine Island Campground	RV Park	AE
Pine Island Campground and Marina	RV Park	AE
Sugar Mill Ruins RV Park	RV Park	AE
Cypress Point Golf Club	RV Park	A
Riverwood Park Campground	RV Park	AE
Bissett Bay RV Park	RV Park	AE
Tropical Resort & Marina	RV Park	AE
Haven Recovery Center Utility	Utility	A
Mike's Corner Utility	Utility	A
Sugar Mill Ruins Utility	Utility	AE
Osteen C&D	Waste Facility	A
Kirton Self C&D West	Waste Facility	A
La Iglesia Del Senior	Waste Facility	A
Franklin Gregg Property	Waste Facility	A
Kirton C&D Landfill East	Waste Facility	A
Airport Used Parts Salvage Yard	Waste Facility	AE
Blair's Jungle Den	Waste Facility	AE
St. Johns River Club Condo WWTP	Waste Facility	AE
Sugar Mill Ruins WWTP	Waste Facility	AE
Samsula Academy WWTP	Waste Facility	A
Kove Estates Facility	Waste Facility	A
Hontoon Island Park Facility	Waste Facility	AE
Holly Bluff Marina	Waste Facility	AE
Pine Island WWTP	Waste Facility	AE
Sugar Mill Mobile Home Park WWTP	Waste Facility	A
New Hope Villas WWTP	Waste Facility	A
Pine Island STP	Waste Facility	AE
Tomoka Farms Landfills (2)	Waste Facility	A

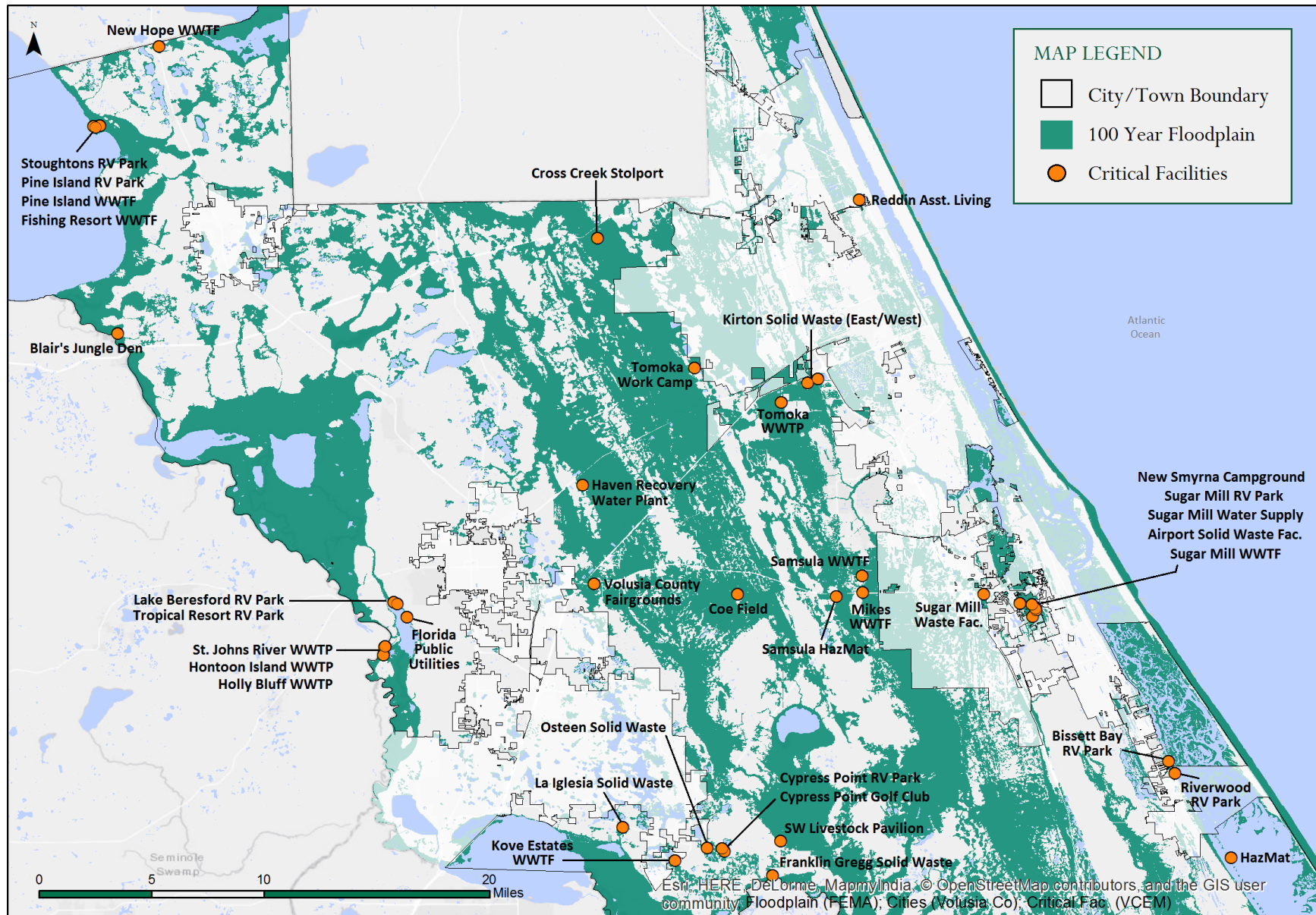
Floodplain Exposure Analysis

Percent of Parcels in the Floodplain	38.3%
Buildings in the Floodplain	10,229

Exposed Acreage: Residential Future Land Use	12,809
Exposed Acreage: Commercial Future Land Use	138
Exposed Acreage: Mixed Use Future Land Use	72
Exposed Acreage: Industrial Future Land Use	227
Exposed Acreage: PD Future Land Use	-
Exposed Acreage: Institutional Future Land Use	3,180

Total Exposure: Land Value	\$2,172,644,221
Total Exposure: Building Value	\$2,111,056,027
Total Exposure: Assessed Value	\$4,399,426,257
Total Exposure: Taxable Value	\$2,737,889,450

Jurisdiction Map: Critical Facilities within the 100-Year Floodplain (*Map only depicts vulnerable critical facilities in unincorporated areas*)



Appendix B Public Survey



The following statistics were compiled for each of the questions on the Public Survey:

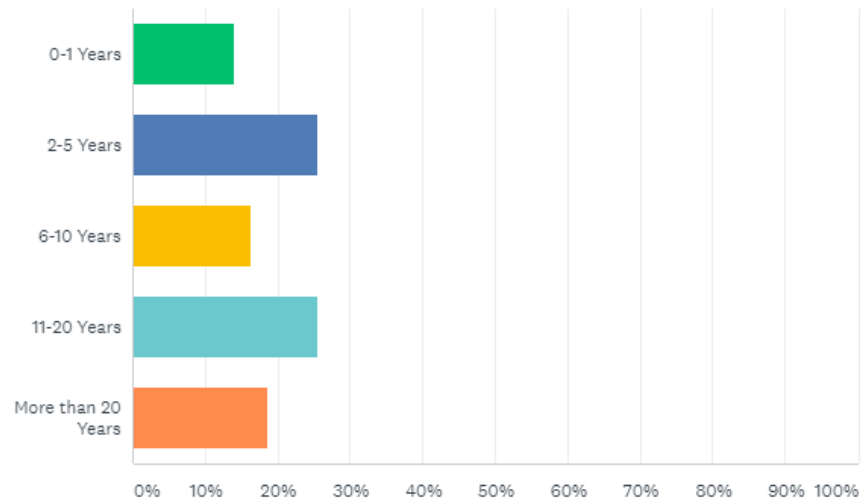
Q1

Customize

Export ▼

How long have you lived in your current residence?

Answered: 43 Skipped: 0



ANSWER CHOICES ▼	RESPONSES ▼	
▼ 0-1 Years	13.95%	6
▼ 2-5 Years	25.58%	11
▼ 6-10 Years	16.28%	7
▼ 11-20 Years	25.58%	11
▼ More than 20 Years	18.60%	8
TOTAL		43

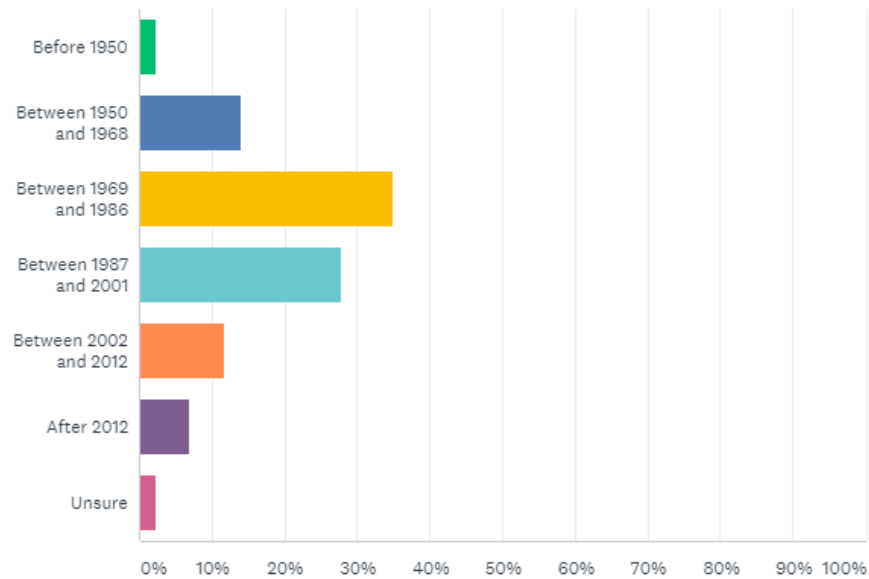
Q2

Customize

Export ▼

In what year was your home built?

Answered: 43 Skipped: 0



ANSWER CHOICES ▼	RESPONSES ▼	
▼ Before 1950	2.33%	1
▼ Between 1950 and 1968	13.95%	6
▼ Between 1969 and 1986	34.88%	15
▼ Between 1987 and 2001	27.91%	12
▼ Between 2002 and 2012	11.63%	5
▼ After 2012	6.98%	3
▼ Unsure	2.33%	1
TOTAL		43

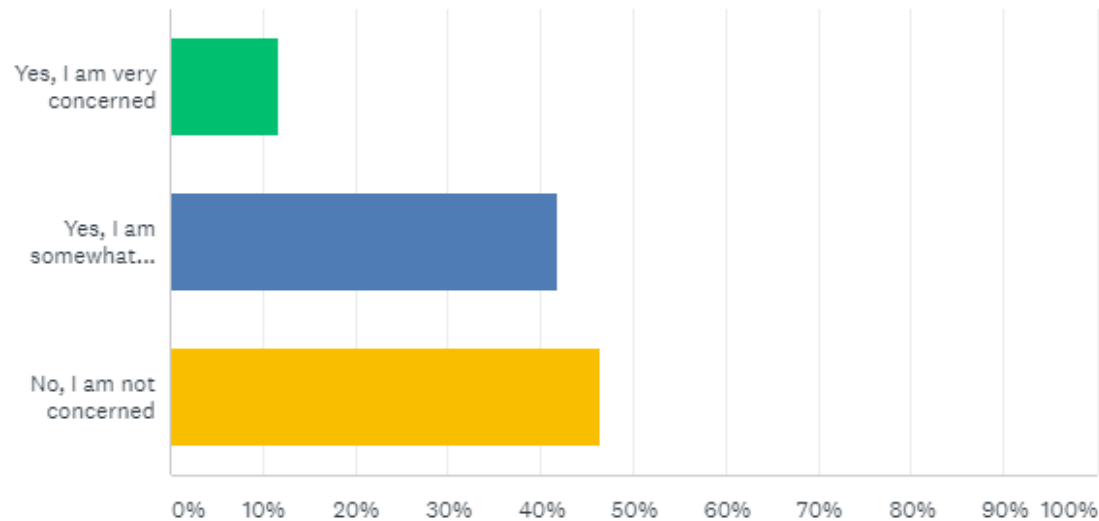
Q3

Customize

Export ▼

Are you concerned about the possibility of your home being flooded?

Answered: 43 Skipped: 0



ANSWER CHOICES ▼	RESPONSES ▼	
▼ Yes, I am very concerned	11.63%	5
▼ Yes, I am somewhat concerned	41.86%	18
▼ No, I am not concerned	46.51%	20
TOTAL		43

[Comments](#) (9)

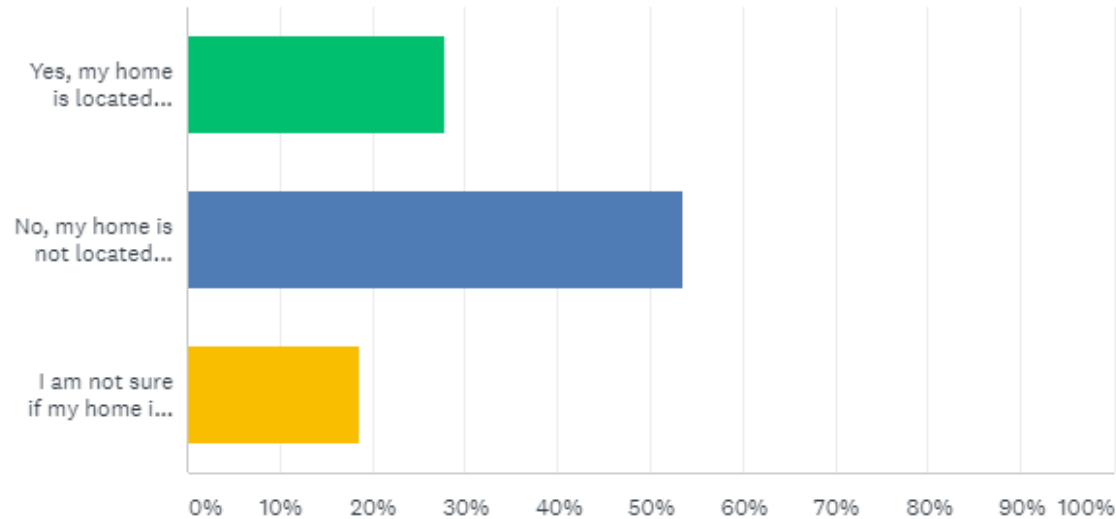
Q4

Customize

Export ▼

Is your home located within a designated flood hazard zone (floodplain)?

Answered: 43 Skipped: 0



ANSWER CHOICES ▼	RESPONSES ▼	
▼ Yes, my home is located within a designated flood hazard zone.	27.91%	12
▼ No, my home is not located within a designated flood hazard zone.	53.49%	23
▼ I am not sure if my home is located within a designated flood zone.	18.60%	8
TOTAL		43

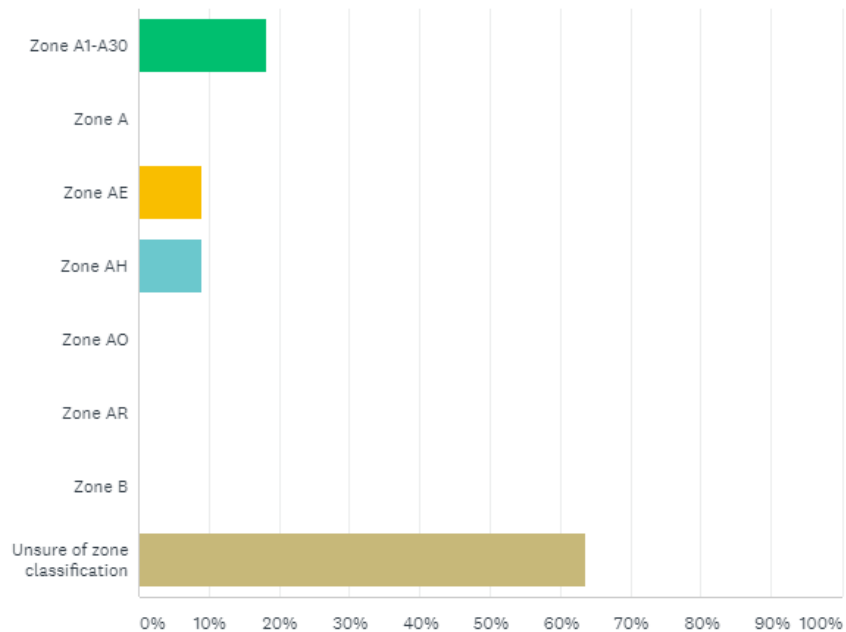
Q5

Customize

Export ▼

Which flood zone is your property located in?

Answered: 11 Skipped: 32



ANSWER CHOICES ▼	RESPONSES ▼
▼ Zone A1-A30	18.18% 2
▼ Zone A	0.00% 0
▼ Zone AE	9.09% 1
▼ Zone AH	9.09% 1
▼ Zone AO	0.00% 0
▼ Zone AR	0.00% 0
▼ Zone B	0.00% 0
▼ Unsure of zone classification	63.64% 7
TOTAL	11

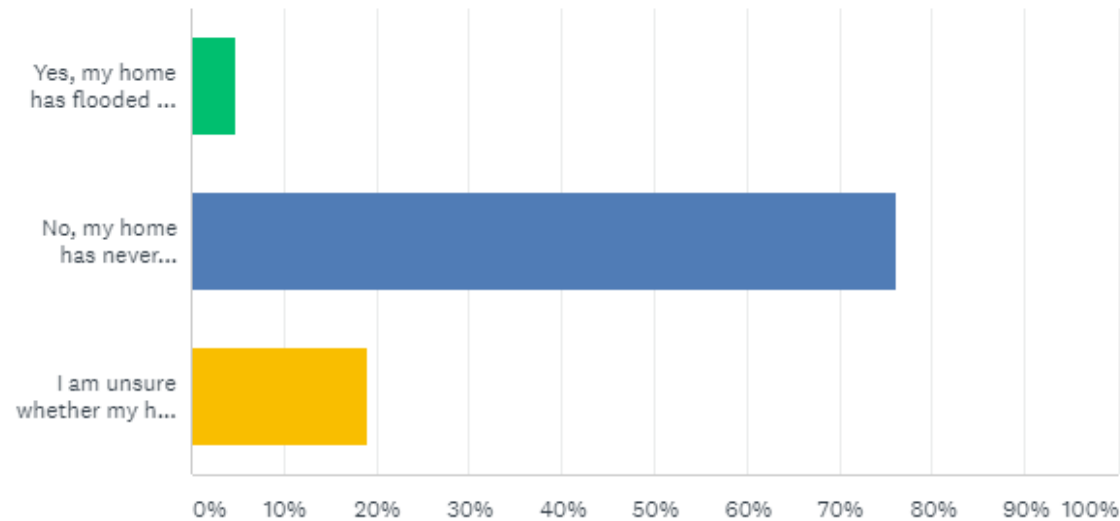
Q6

Customize

Export ▼

Has your home ever flooded due to natural/environmental causes?

Answered: 42 Skipped: 1



ANSWER CHOICES ▼

RESPONSES ▼

▼ Yes, my home has flooded due to natural/environmental causes.	4.76%	2
▼ No, my home has never flooded due to natural/environmental causes.	76.19%	32
▼ I am unsure whether my home has experienced flooding due to natural/environmental causes.	19.05%	8

TOTAL

42

[Comments \(5\)](#)

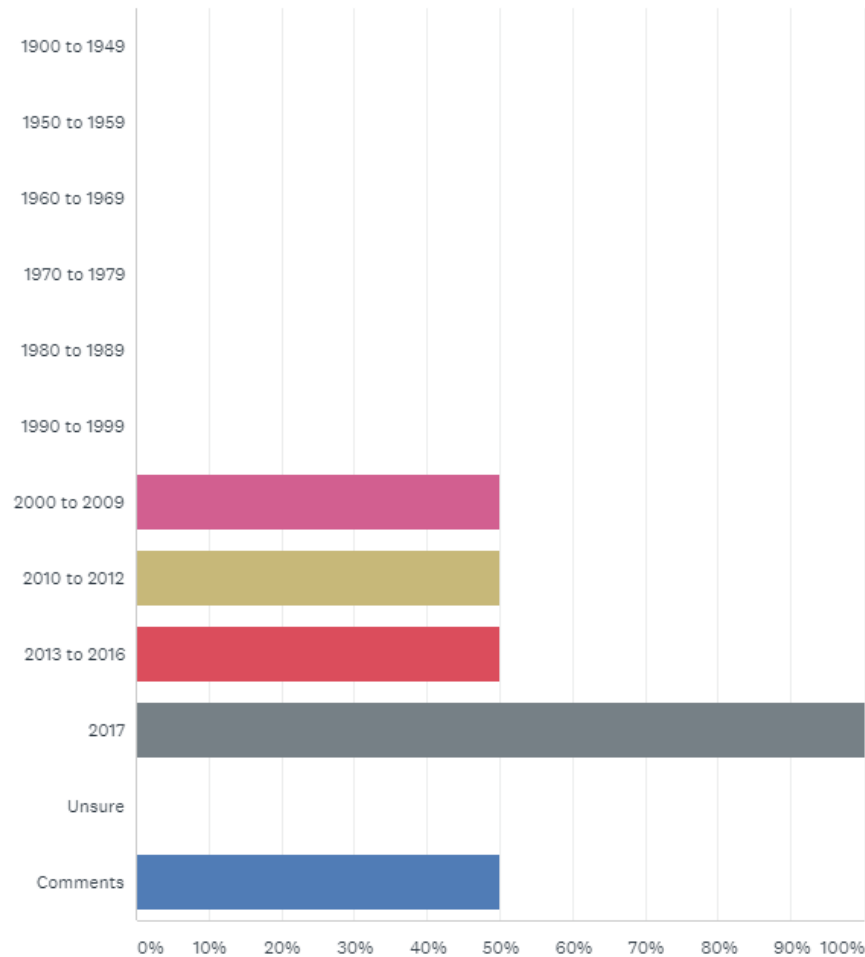
Q7

Customize

Export ▼

To your best knowledge, during which time period did your home last flood?
(Check all that apply)

Answered: 2 Skipped: 41



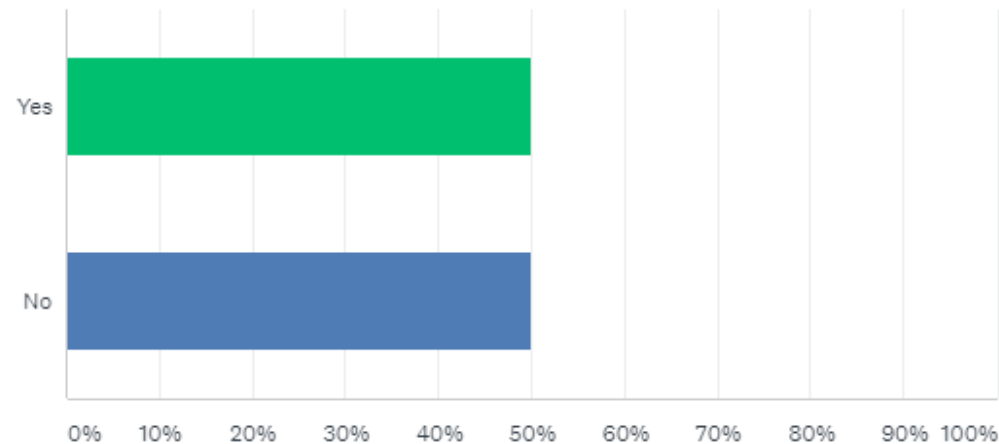
Q8

Customize

Export ▼

Have you seen an increase in the duration and frequency of these flood events?

Answered: 2 Skipped: 41



ANSWER CHOICES ▼	RESPONSES ▼	
▼ Yes	50.00%	1
▼ No	50.00%	1
TOTAL		2



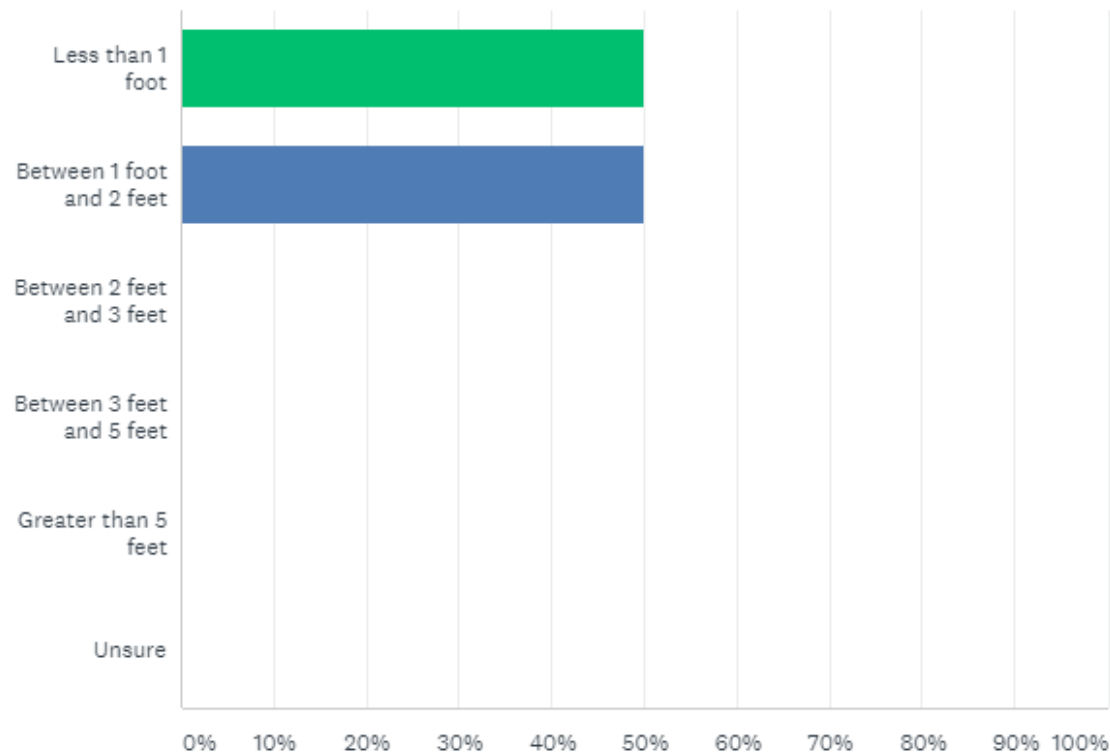
Q9

Customize

Export ▼

What was the depth of the water in your home during the your last flooding event noted in previous question?

Answered: 2 Skipped: 41



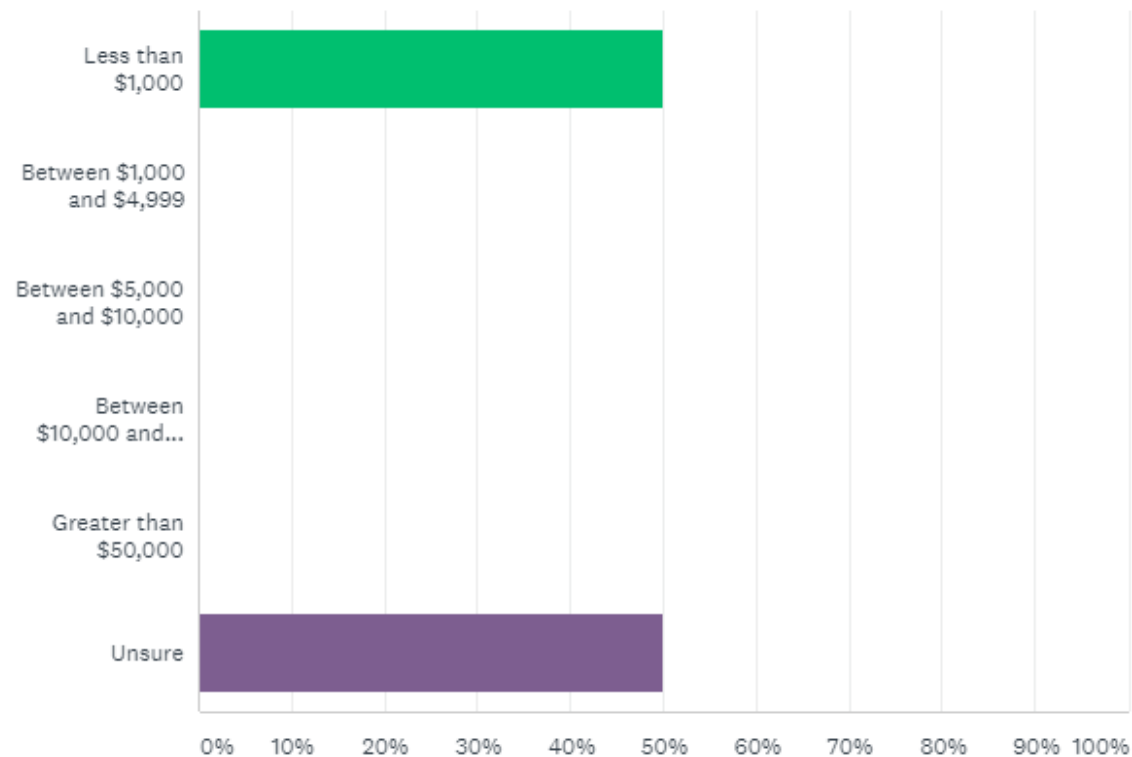
Q10

Customize

Export ▼

What was the approximate dollar value of all structural damages to your home during the last flooding event?

Answered: 2 Skipped: 41



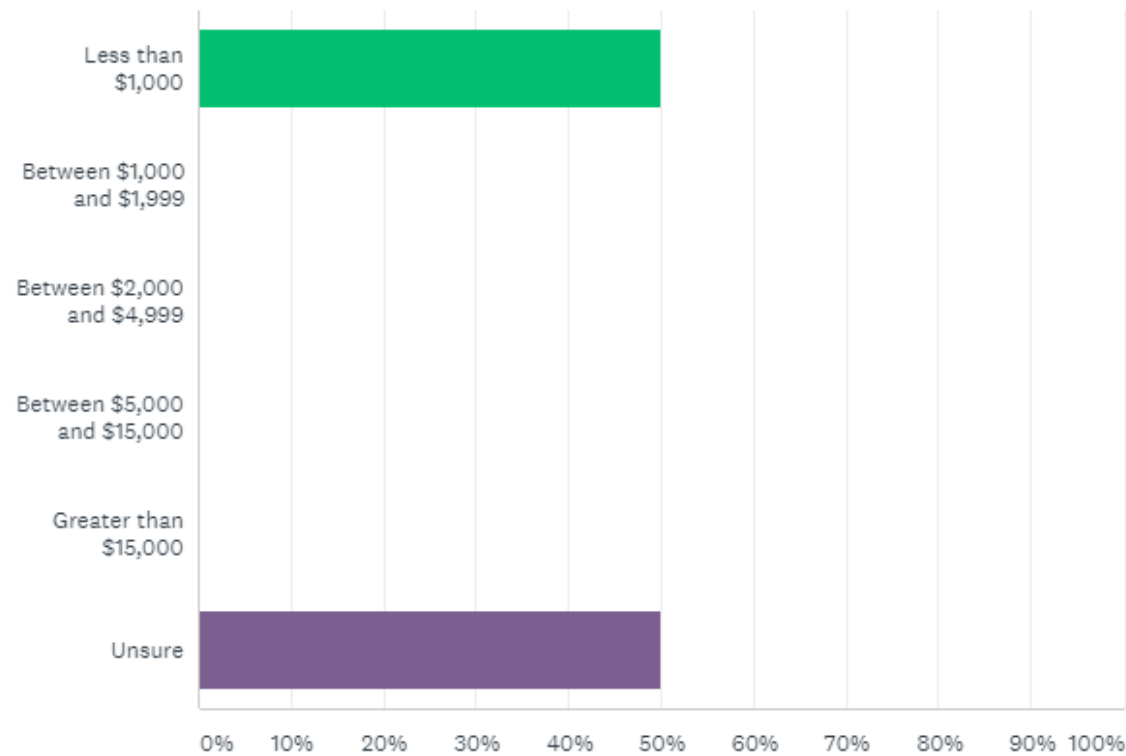
Q11

Customize

Export ▼

What was the approximate dollar value of all personal items lost during the last flooding event?

Answered: 2 Skipped: 41



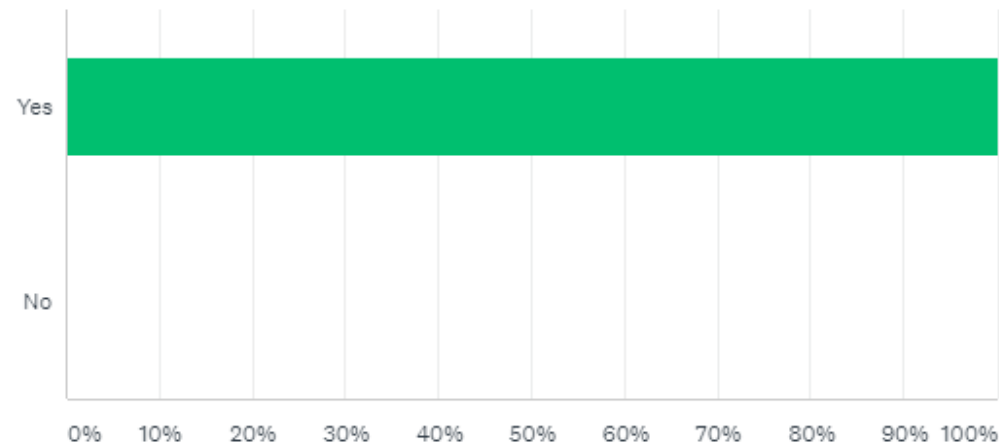
Q12

Customize

Export ▼

Has local roadway flooding (in your neighborhood) directly impacted access to your property?

Answered: 2 Skipped: 41



ANSWER CHOICES ▼	RESPONSES ▼	
▼ Yes	100.00%	2
▼ No	0.00%	0
TOTAL		2



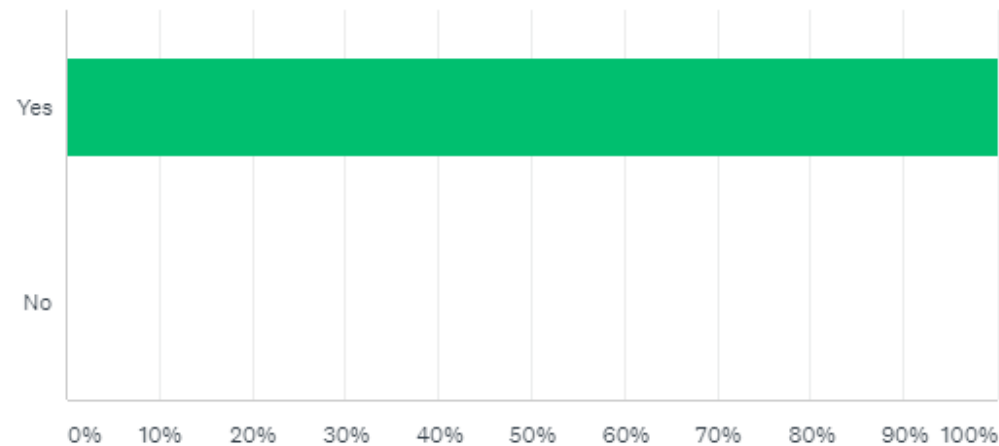
Q13

Customize

Export ▼

Have you seen an increase in the duration and frequency of these flood events?

Answered: 2 Skipped: 41



ANSWER CHOICES ▼	RESPONSES ▼	
▼ Yes	100.00%	2
▼ No	0.00%	0
TOTAL		2



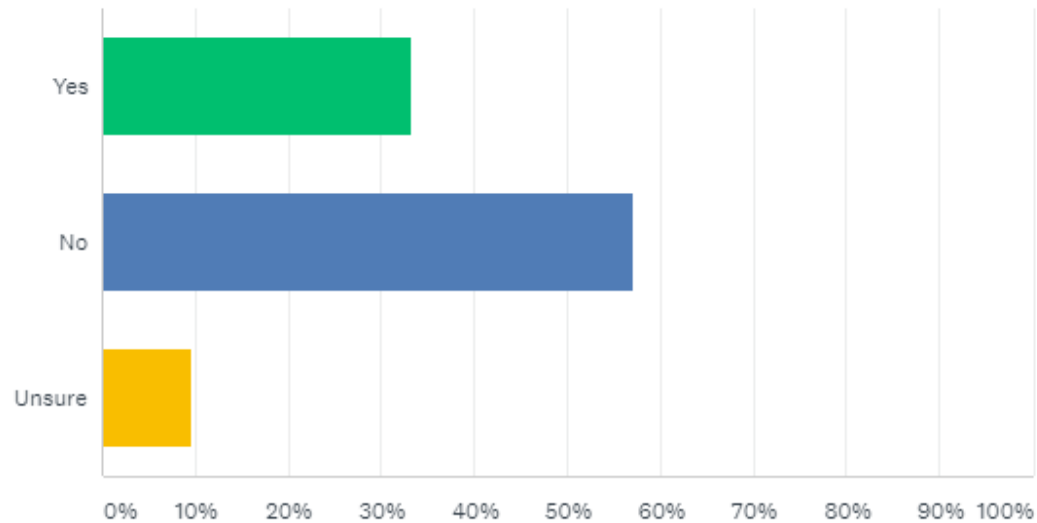
Q14

Customize

Export ▼

Do you currently have flood insurance for your property?

Answered: 42 Skipped: 1



ANSWER CHOICES ▼	RESPONSES ▼	
▼ Yes	33.33%	14
▼ No	57.14%	24
▼ Unsure	9.52%	4
TOTAL		42

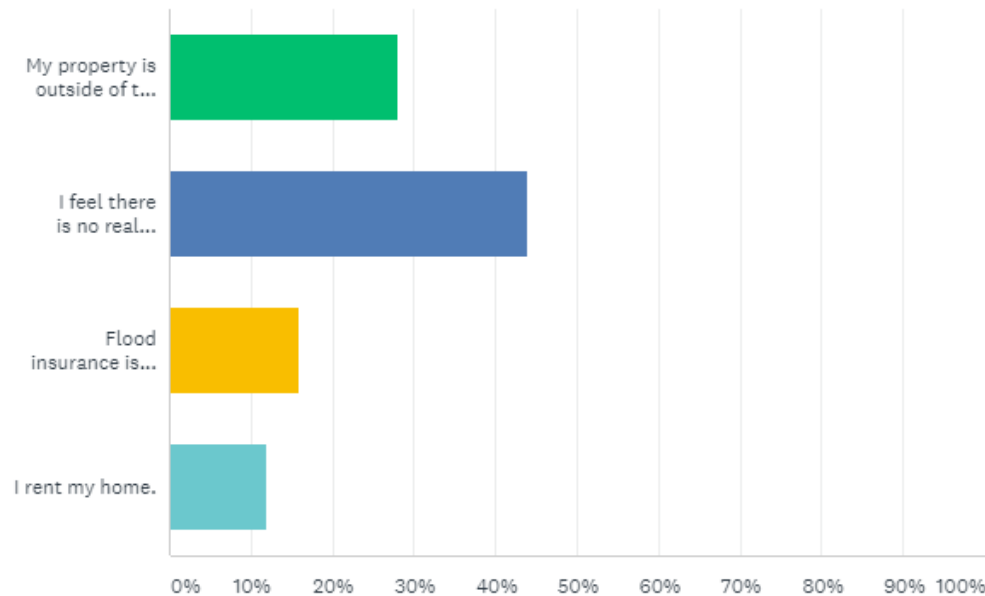
[Comments \(1\)](#)

Q15

Customize Export

Which of the following reasons best describes why you do not have flood insurance?

Answered: 25 Skipped: 18



ANSWER CHOICES	RESPONSES	
My property is outside of the floodplain.	28.00%	7
I feel there is no real threat of a flood on my property.	44.00%	11
Flood insurance is too expensive.	16.00%	4
I rent my home.	12.00%	3
TOTAL		25

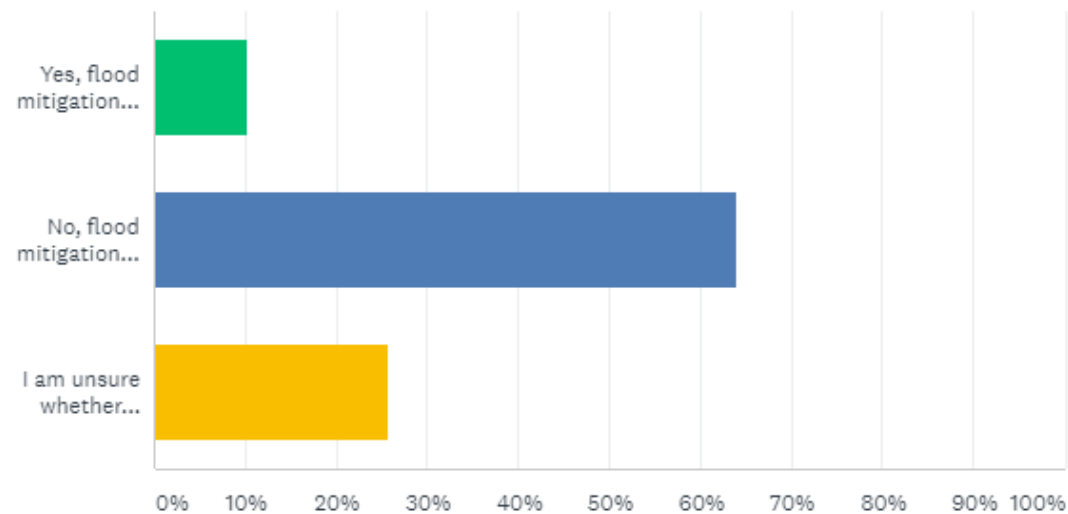
Q16

Customize

Export ▼

Have any flood mitigation efforts been implemented to your property? (i.e. steps taken to remedy or improve structural vulnerability to flooding or flood proofing your home)

Answered: 39 Skipped: 4



ANSWER CHOICES ▼	RESPONSES ▼	
▼ Yes, flood mitigation efforts have been implemented on my property.	10.26%	4
▼ No, flood mitigation efforts have not been implemented on my property.	64.10%	25
▼ I am unsure whether mitigation efforts have been implemented on my property.	25.64%	10
TOTAL		39

Q17

Export ▼

Describe the mitigation efforts conducted on your property.

Answered: 4 Skipped: 39

RESPONSES (4)

TEXT ANALYSIS

TAGS (0)

☐

Add Tags ▼

Filter by Tag ▼

Search responses



Showing 4 responses

☐

We built higher than 100 yr. flood plain

6/15/2018 10:38 PM

[View respondent's answers](#)

[Add Tags ▼](#)

☐

Grading of land on front of property away from home and towards a retention pond.

6/14/2018 5:55 PM

[View respondent's answers](#)

[Add Tags ▼](#)

☐

Bottom floor is parking and access only

6/12/2018 4:30 PM

[View respondent's answers](#)

[Add Tags ▼](#)

☐

HOA has retention areas and waterways continually upgraded

6/6/2018 12:30 PM

[View respondent's answers](#)

[Add Tags ▼](#)

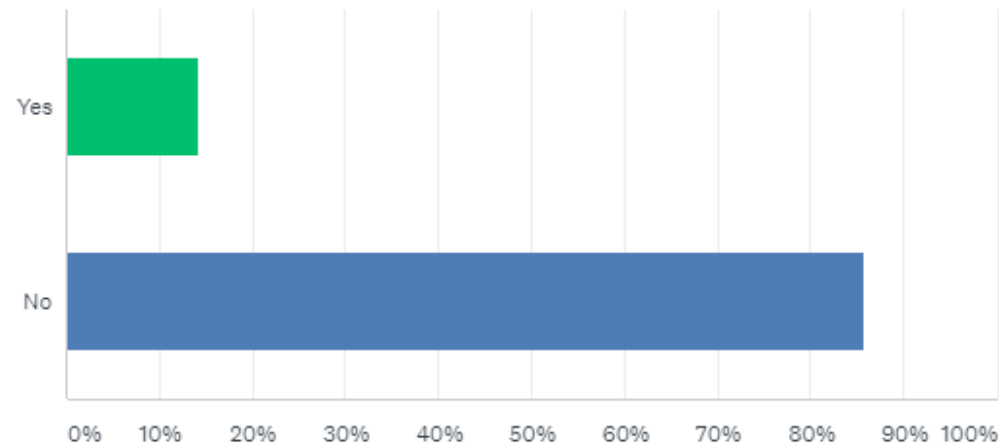
Q18

Customize

Export ▼

Have you considered implementing flood management strategies on your property?

Answered: 35 Skipped: 8



ANSWER CHOICES ▼	RESPONSES ▼	
▼ Yes	14.29%	5
▼ No	85.71%	30
TOTAL		35



Q19

Export ▼

What mitigation strategies have you considered to implement and/or what is your biggest hold-back to implementing mitigation strategies?

Answered: 13 Skipped: 30

RESPONSES (13)

TEXT ANALYSIS

TAGS (0)

☐

Add Tags ▼

Filter by Tag ▼

Search responses



Showing 13 responses

☐

It is 19 feet above the adjacent lake mean high water mark and been thru hurricanes and did not flood.

6/15/2018 2:21 PM

[View respondent's answers](#)

[Add Tags ▼](#)

☐

This is a multi-family (townhouse) dwelling, so all homeowners would need to agree on a strategy, and that does not seem likely at this time.

6/15/2018 9:24 AM

[View respondent's answers](#)

[Add Tags ▼](#)

☐

We don't feel anything would work because the entire neighborhood, street and adjacent yards flood

6/13/2018 4:39 PM

[View respondent's answers](#)

[Add Tags ▼](#)

☐

property is owned by apartment complex and too expensive

6/13/2018 2:42 PM

[View respondent's answers](#)

[Add Tags ▼](#)

☐

Unknown

6/13/2018 2:16 PM

[View respondent's answers](#)

[Add Tags ▼](#)

Q19

Export ▼

What mitigation strategies have you considered to implement and/or what is your biggest hold-back to implementing mitigation strategies?

Answered: 13 Skipped: 30

RESPONSES (13)

TEXT ANALYSIS

TAGS (0)



Add Tags ▼

Filter by Tag ▼

Search responses



Showing 13 responses



I'm in Zone AX, elevation 28'

6/6/2018 1:30 PM

[View respondent's answers](#)

[Add Tags ▼](#)



Prepare for a flood by moving important items to a higher location.

6/5/2018 6:23 PM

[View respondent's answers](#)

[Add Tags ▼](#)



n/a

6/5/2018 11:46 AM

[View respondent's answers](#)

[Add Tags ▼](#)



Future plans include a French drain to help with severe tropical rainfall. Not a huge concern since I have only seen the area slow to drain twice in 22 years.

6/5/2018 11:09 AM

[View respondent's answers](#)

[Add Tags ▼](#)



Not sure what the options are

6/5/2018 10:44 AM

[View respondent's answers](#)

[Add Tags ▼](#)



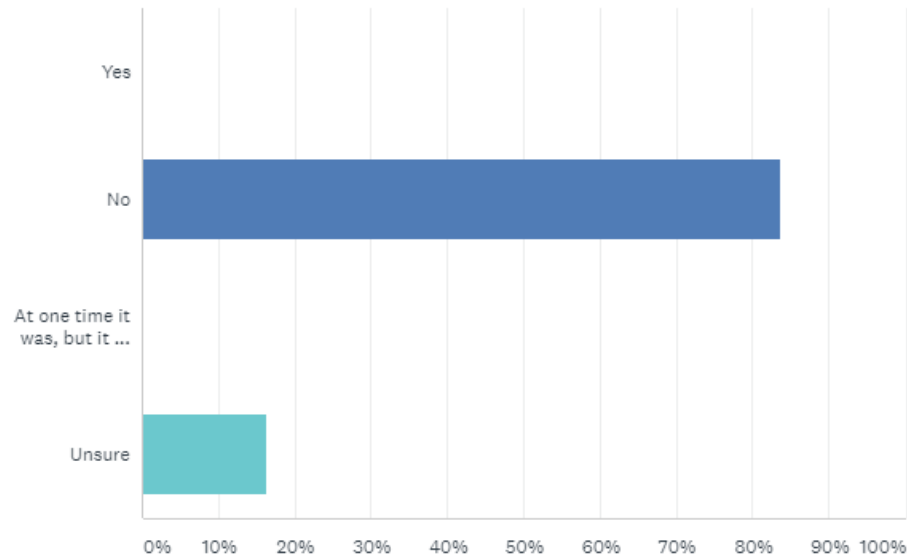
Building a berm. Time and money

Q20

Customize Export ▼

Is your home currently classified as a repetitive flood loss property (defined as a structure that has experienced two floods in the last ten years with at least \$1,000 in damages per event)?

Answered: 37 Skipped: 6



ANSWER CHOICES ▼	RESPONSES ▼	
▼ Yes	0.00%	0
▼ No	83.78%	31
▼ At one time it was, but it has been removed due to mitigation.	0.00%	0
▼ Unsure	16.22%	6
TOTAL		37

Comments (0)

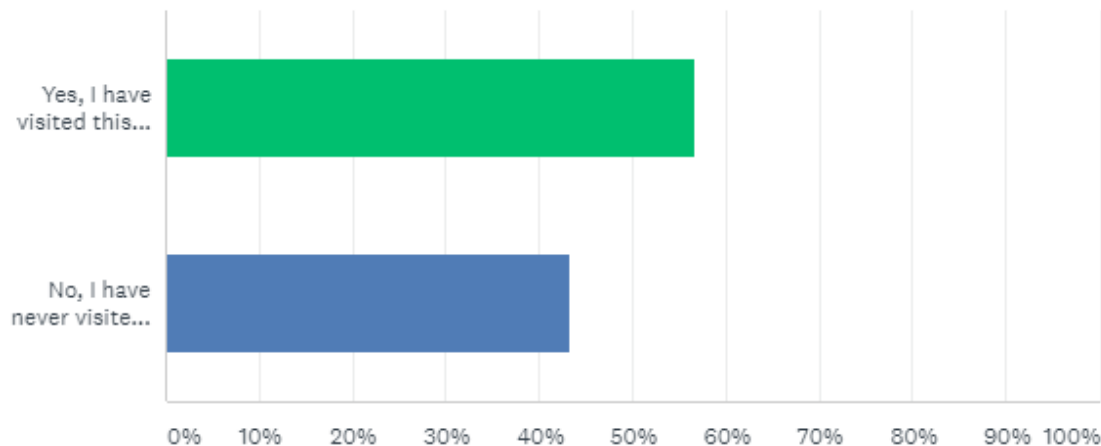
Q21

Customize

Export ▼

Did you know that you can view the current flood plain and other County-wide resources at the following web site:
<http://www.volusia.org/services/public-protection/emergency-management>

Answered: 37 Skipped: 6



ANSWER CHOICES	RESPONSES	
▼ Yes, I have visited this web site	56.76%	21
▼ No, I have never visited this web site	43.24%	16
TOTAL		37

Comments (0)

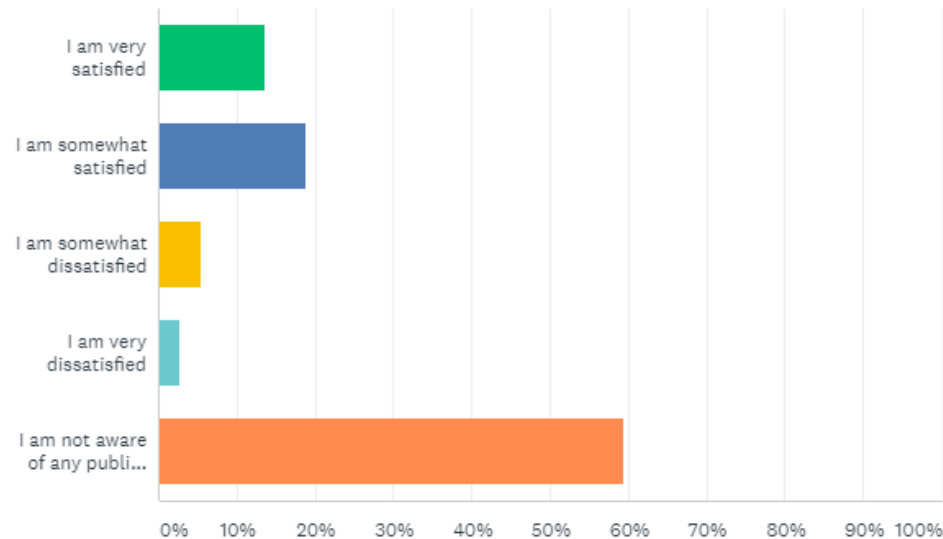
Q22

Customize

Export ▼

How satisfied are you with how your jurisdiction handles public involvement and outreach concerning flood hazards in your area?

Answered: 37 Skipped: 6

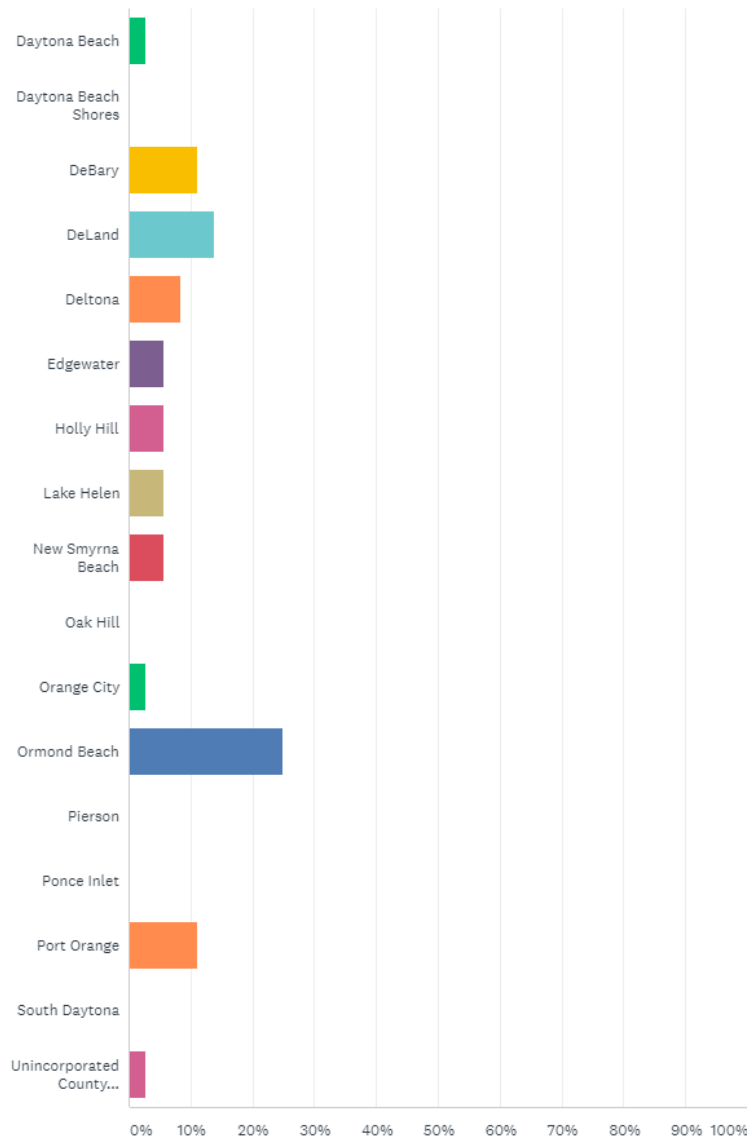


ANSWER CHOICES ▼	RESPONSES ▼	
▼ I am very satisfied	13.51%	5
▼ I am somewhat satisfied	18.92%	7
▼ I am somewhat dissatisfied	5.41%	2
▼ I am very dissatisfied	2.70%	1
▼ I am not aware of any public involvement/outreach efforts concerning flood hazards conducted by my jurisdiction	59.46%	22
TOTAL		37

[Comments \(4\)](#)

Your property is located in which jurisdiction?

Answered: 36 Skipped: 7

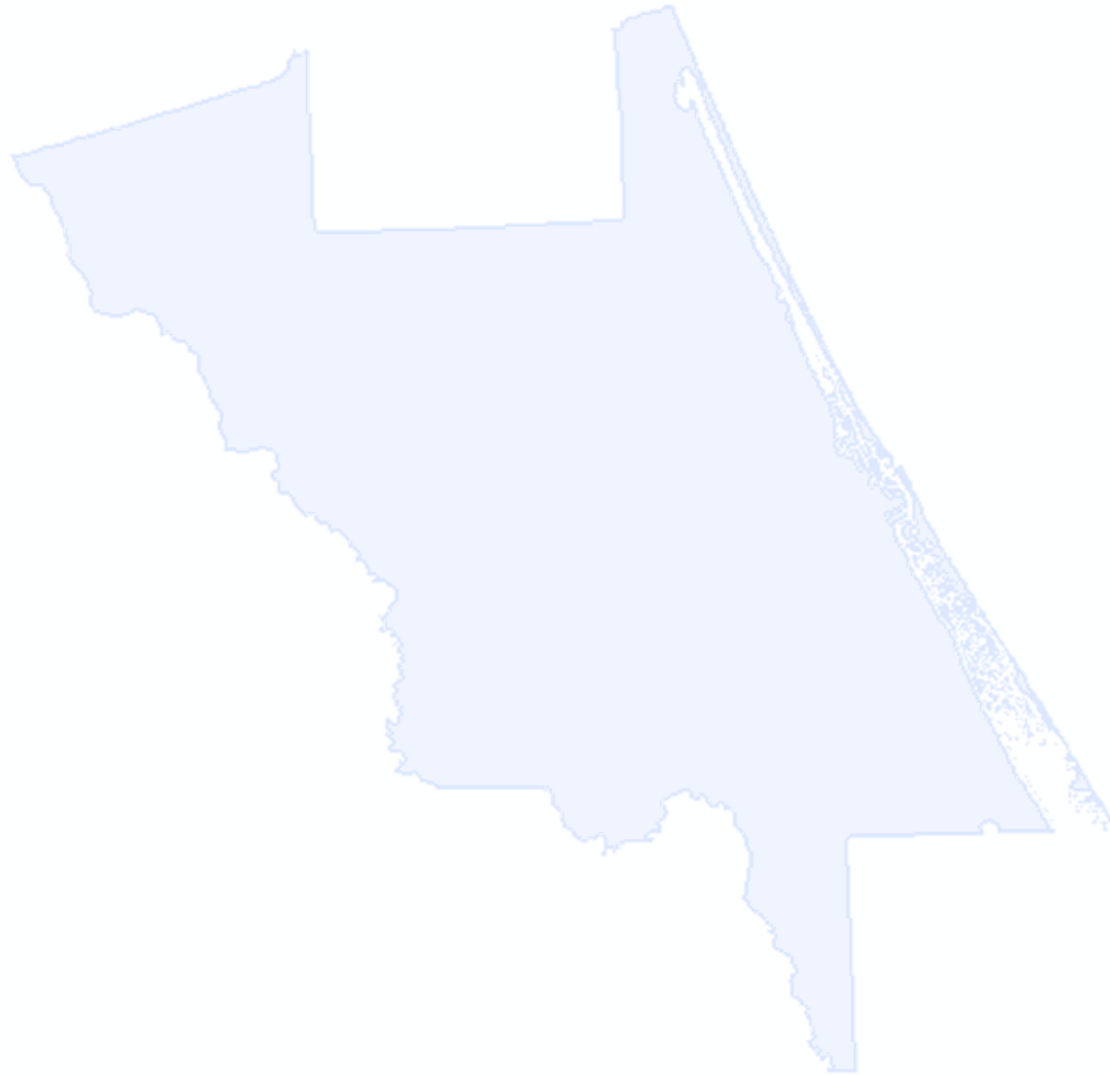


Appendix C

Business Survey



The following statistics were compiled for each of the questions on the Business Survey:

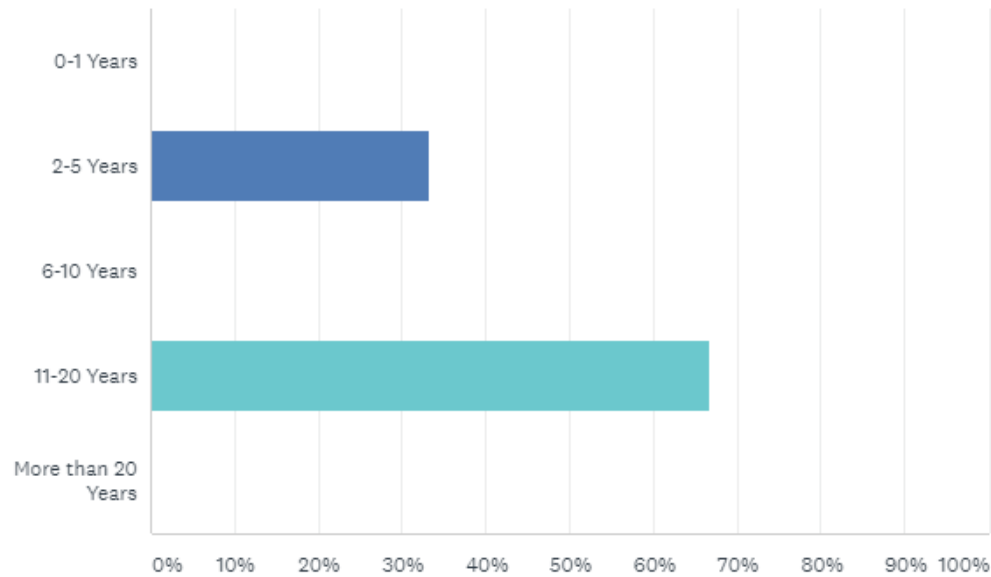


Q1

Customize Export ▼

How long have you been in business at your current location?

Answered: 3 Skipped: 0



ANSWER CHOICES ▼	RESPONSES ▼	
▼ 0-1 Years	0.00%	0
▼ 2-5 Years	33.33%	1
▼ 6-10 Years	0.00%	0
▼ 11-20 Years	66.67%	2
▼ More than 20 Years	0.00%	0
TOTAL		3

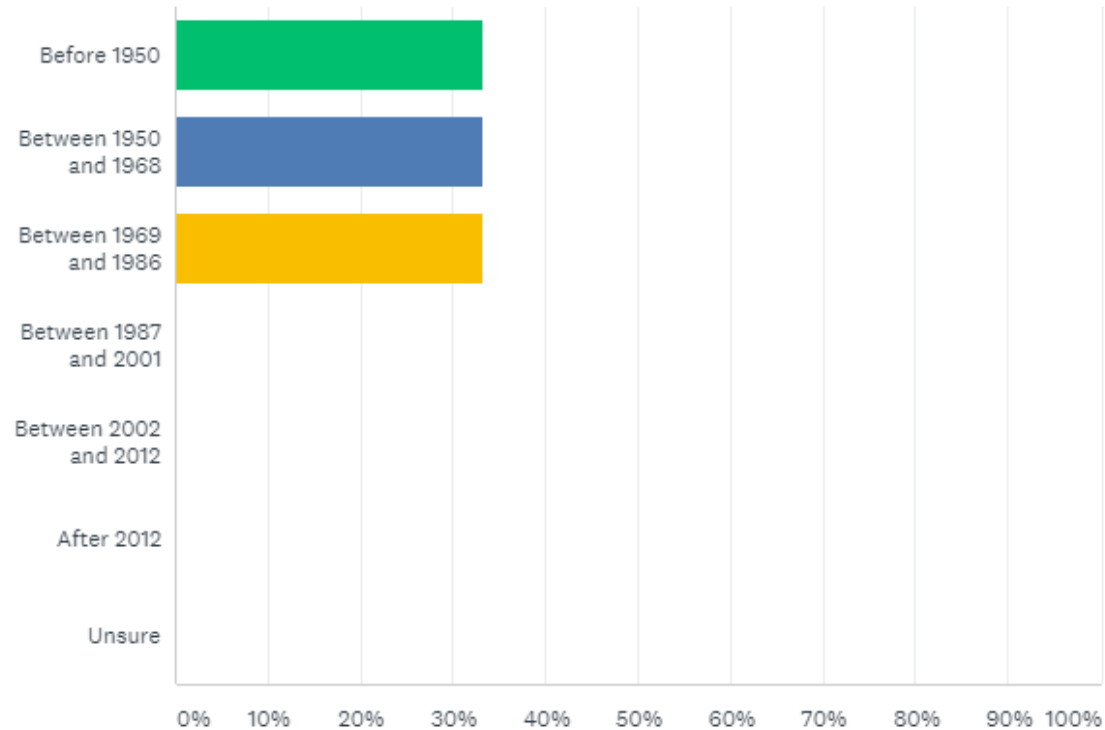
Q2

Customize

Export ▼

In what year was your building constructed?

Answered: 3 Skipped: 0



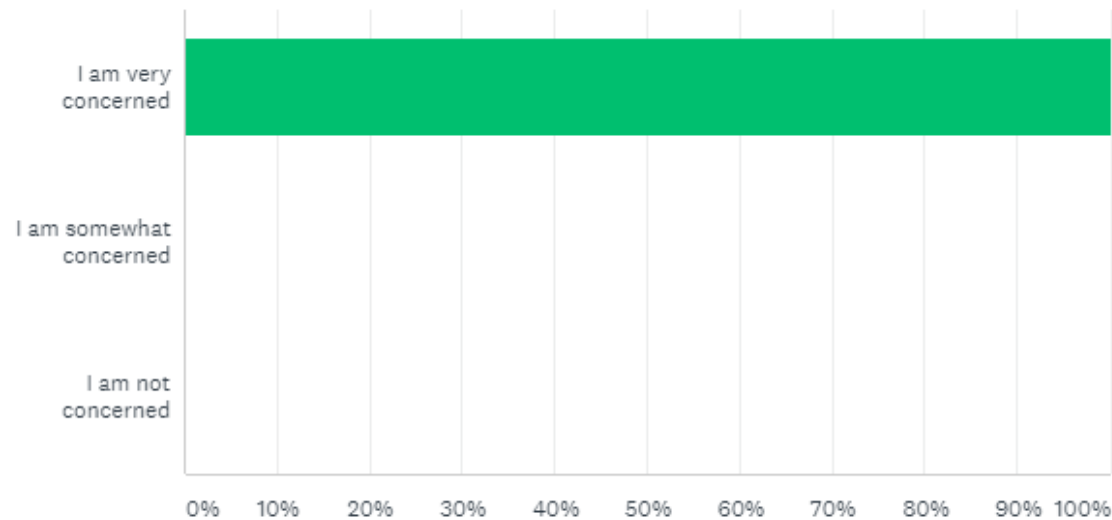
Q3

Customize

Export ▼

How concerned are you about the possibility of your place of business being flooded?

Answered: 3 Skipped: 0



ANSWER CHOICES ▼	RESPONSES ▼	
▼ I am very concerned	100.00%	3
▼ I am somewhat concerned	0.00%	0
▼ I am not concerned	0.00%	0
TOTAL		3

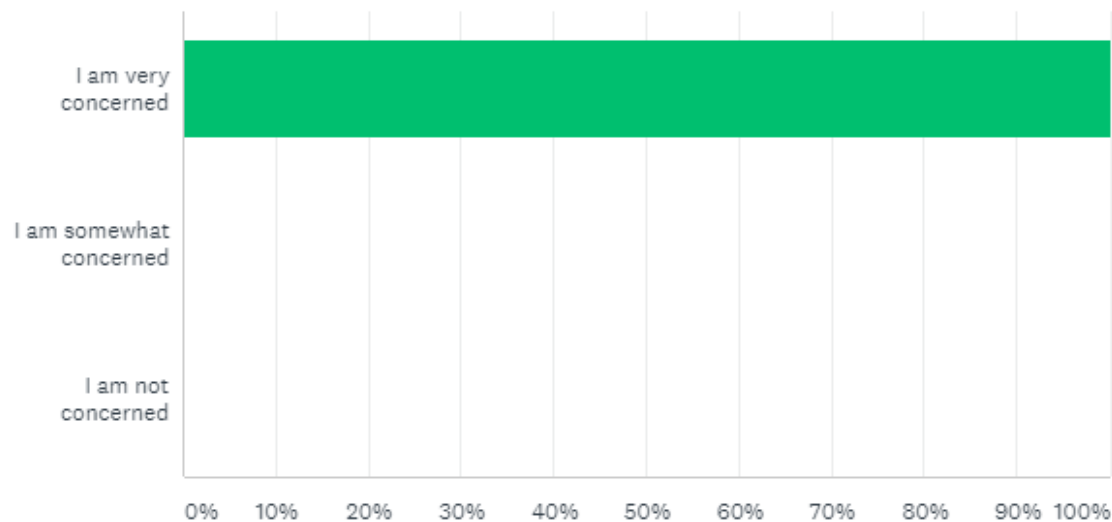
Q4

Customize

Export ▼

How concerned are you about the possibility of the streets accessing your place of business being flooded?

Answered: 3 Skipped: 0



ANSWER CHOICES ▼	RESPONSES ▼	
▼ I am very concerned	100.00%	3
▼ I am somewhat concerned	0.00%	0
▼ I am not concerned	0.00%	0
TOTAL		3

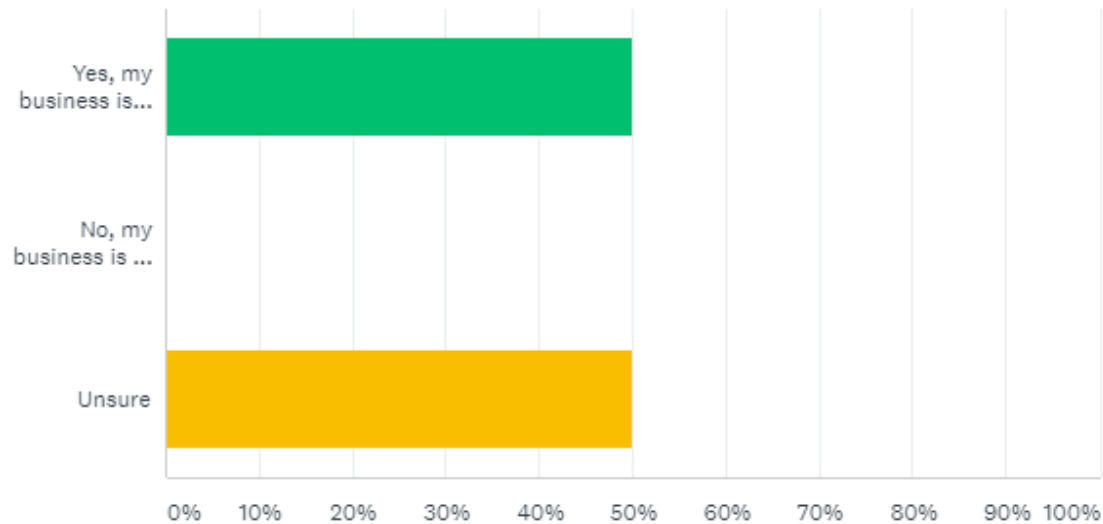
Q5

Customize

Export ▼

Is your business located within a designated flood hazard zone (floodplain)?

Answered: 2 Skipped: 1



ANSWER CHOICES ▼	RESPONSES ▼	
▼ Yes, my business is located within a designated flood hazard zone	50.00%	1
▼ No, my business is not located within a designated flood hazard zone	0.00%	0
▼ Unsure	50.00%	1
TOTAL		2

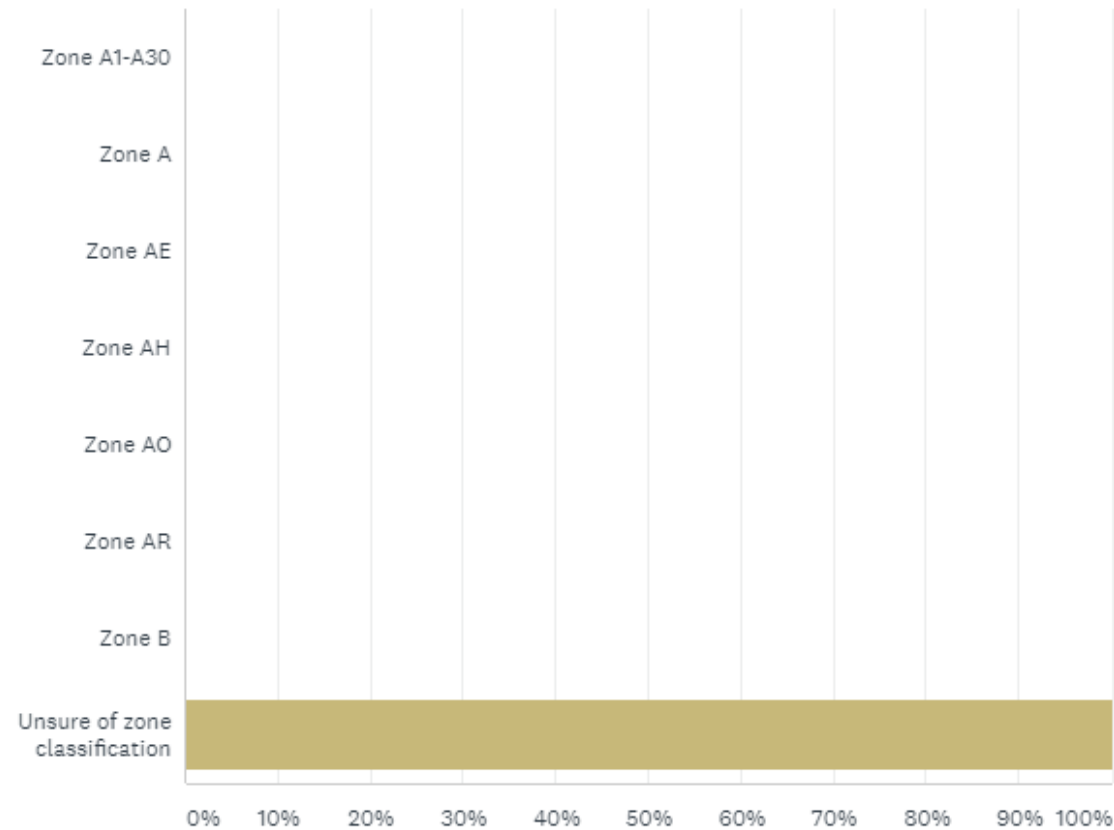
Q6

Customize

Export ▼

Which flood zone is your property located in?

Answered: 1 Skipped: 2



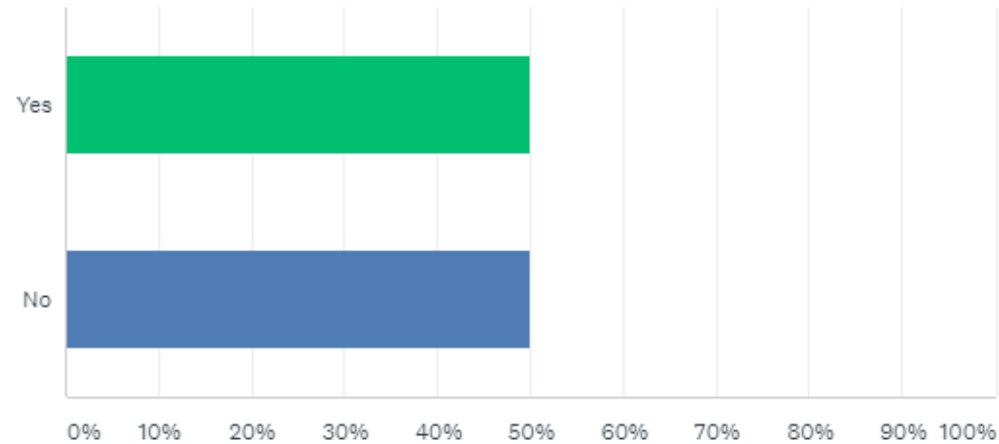
Q7

Customize

Export ▼

Was being located in a flood zone a concern in locating your business at its current location?

Answered: 2 Skipped: 1



ANSWER CHOICES ▼	RESPONSES ▼	
▼ Yes	50.00%	1
▼ No	50.00%	1
TOTAL		2

[Comments \(1\)](#)



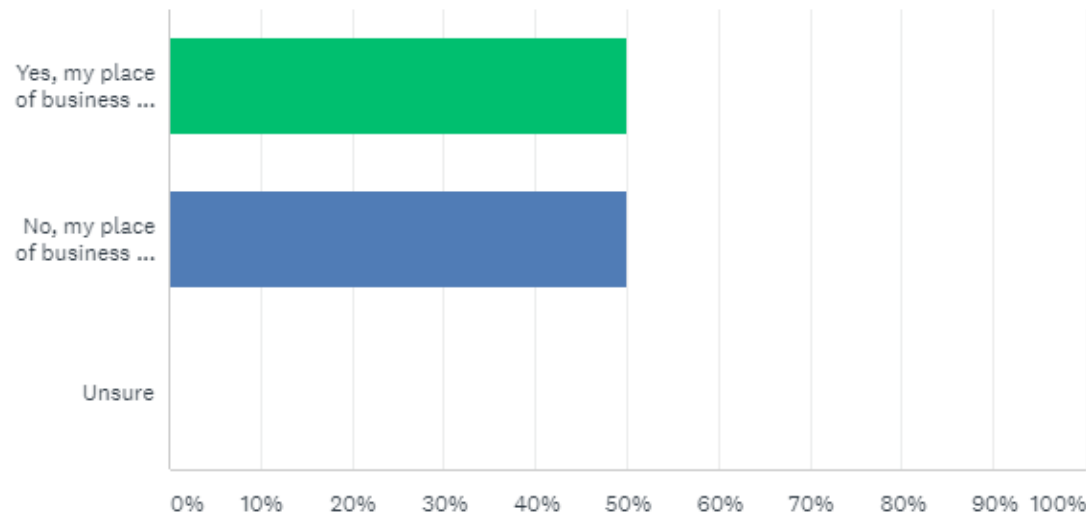
Q8

Customize

Export ▼

Has your place of business ever flooded due to natural/environmental causes?

Answered: 2 Skipped: 1



ANSWER CHOICES ▼	RESPONSES ▼	
▼ Yes, my place of business has flooded due to natural/environmental causes.	50.00%	1
▼ No, my place of business has never flooded due to natural/environmental causes.	50.00%	1
▼ Unsure	0.00%	0
TOTAL		2

Comments (0)

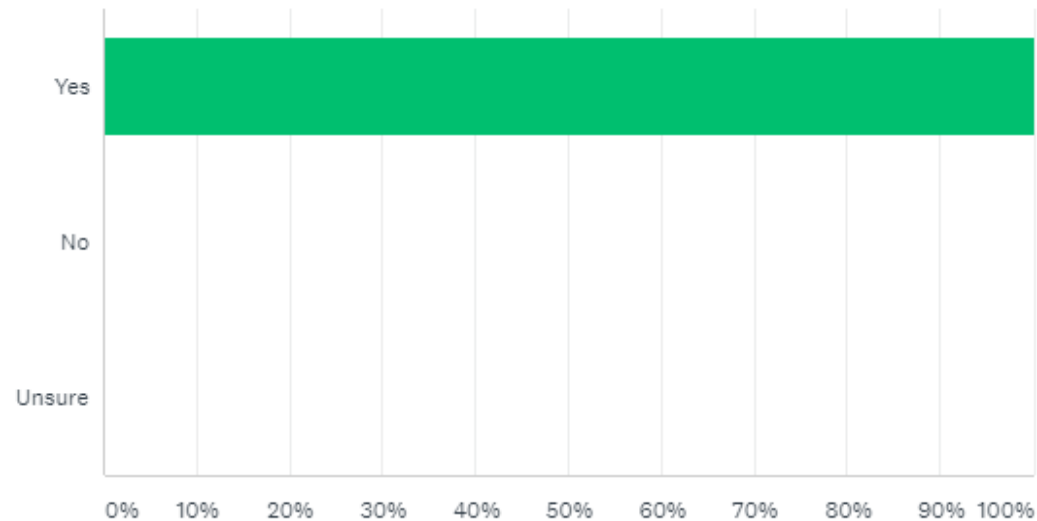
Q9

Customize

Export ▼

Have you seen an increase in the frequency or duration of these flood events?

Answered: 2 Skipped: 1



ANSWER CHOICES ▼	RESPONSES ▼	
▼ Yes	100.00%	2
▼ No	0.00%	0
▼ Unsure	0.00%	0
TOTAL		2

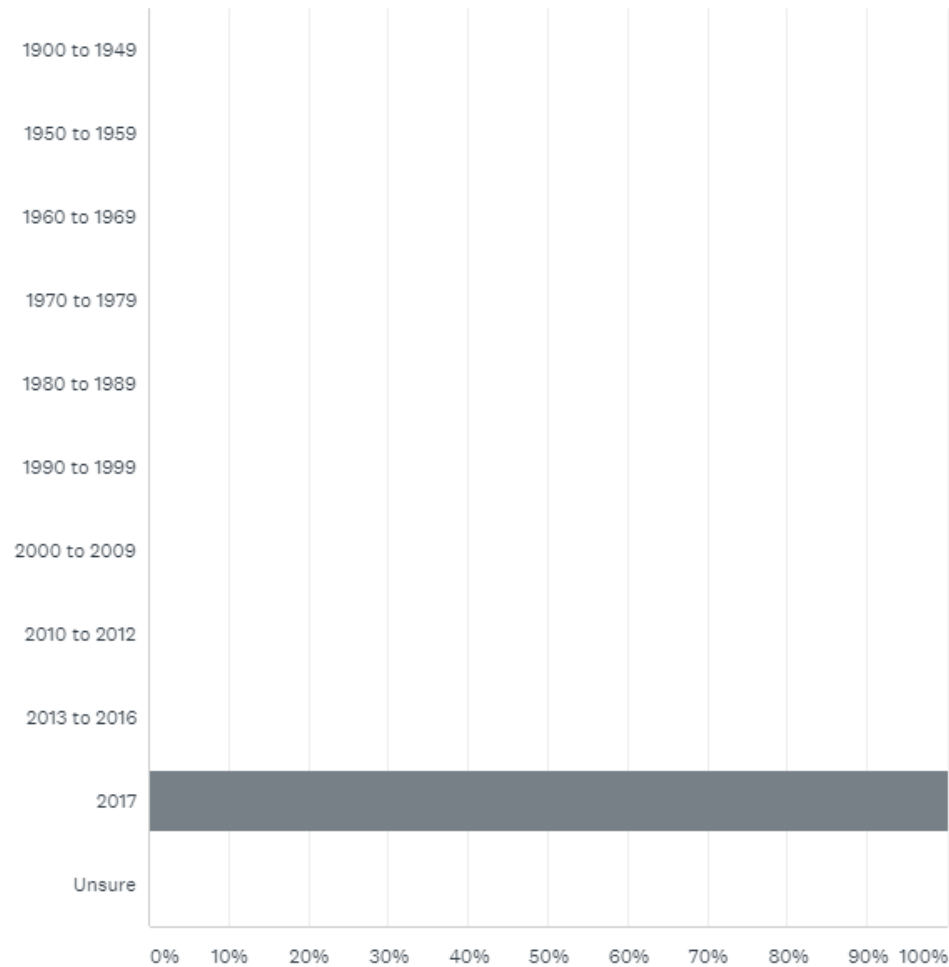
Q10

Customize

Export ▼

To your best knowledge, during which time period did your place of business last flood? (Check all that apply)

Answered: 1 Skipped: 2



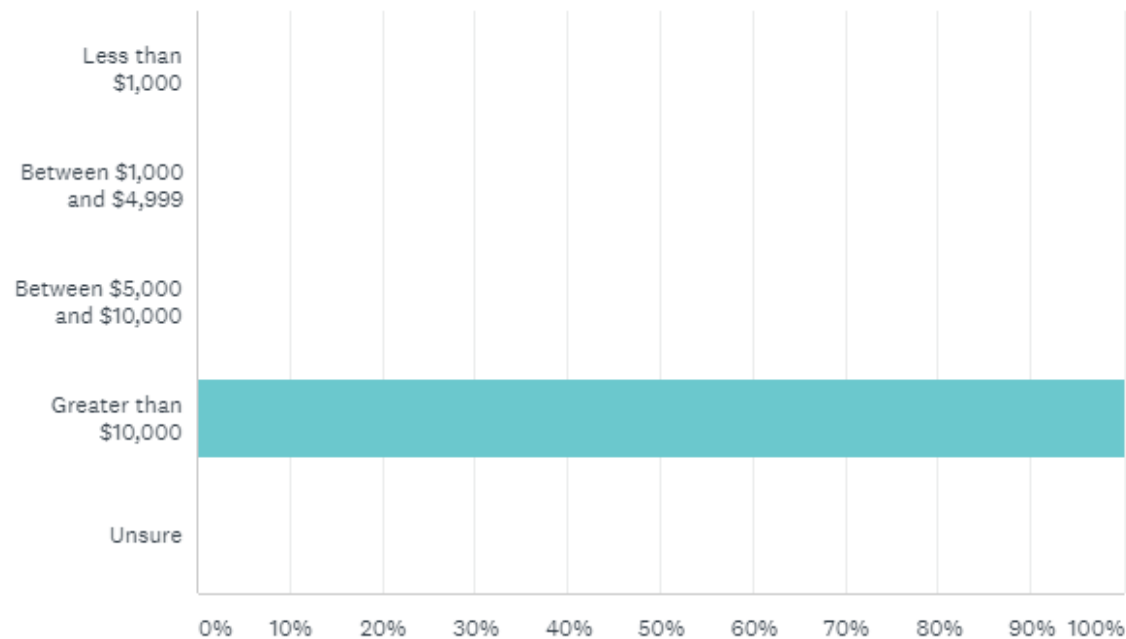
Q11

Customize

Export ▼

What was the approximate dollar value of all damages and losses to your business during the last flooding event?

Answered: 1 Skipped: 2



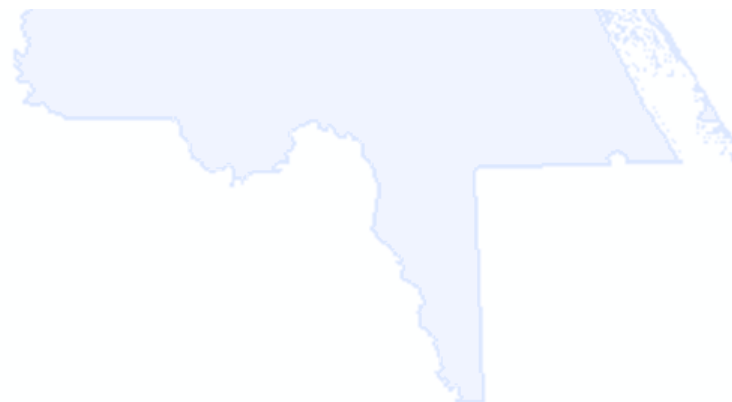
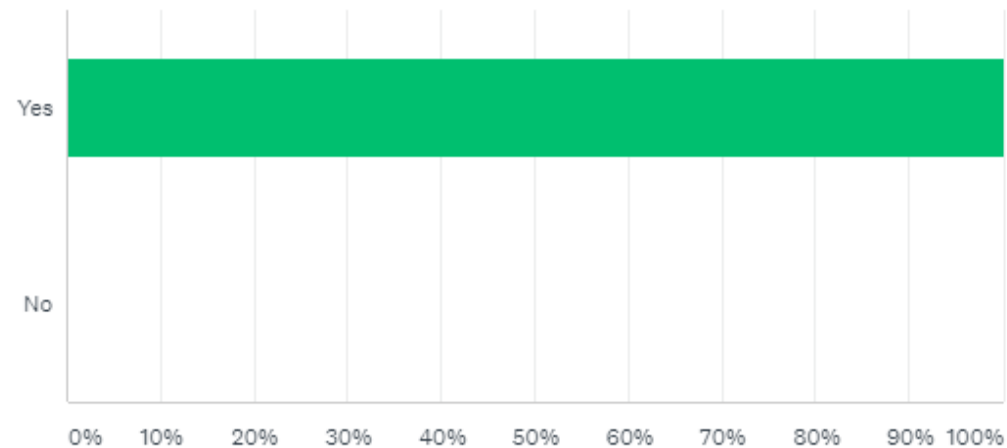
Q12

Customize

Export ▼

Has roadway flooding ever impacted access to your business?

Answered: 1 Skipped: 2



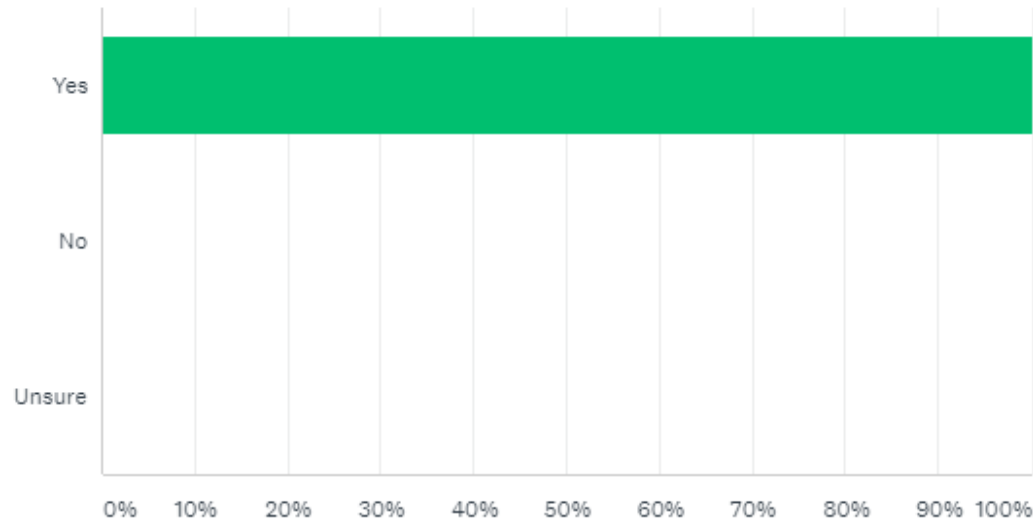
Q13

Customize

Export ▼

Have you seen an increase in the frequency or duration of these flood events?

Answered: 1 Skipped: 2



ANSWER CHOICES ▼	RESPONSES ▼	
▼ Yes	100.00%	1
▼ No	0.00%	0
▼ Unsure	0.00%	0
TOTAL		1

Q14

Export ▼

Describe, if any, the economic effect local flooding has on your business (ie, loss of business days, employees unable to work, profit loss, etc.)?

Answered: 2 Skipped: 1

RESPONSES (2)

TEXT ANALYSIS

TAGS (0)



Add Tags ▼

Filter by Tag ▼

Search responses



Showing 2 responses



We have property damage from the flooded street water being forced onto our property.

6/15/2018 8:59 AM

[View respondent's answers](#)

[Add Tags ▼](#)



I have been relocated, 60 miles round trip a day, no reimbursement from the county for gas or time.

6/13/2018 4:43 PM

[View respondent's answers](#)

[Add Tags ▼](#)



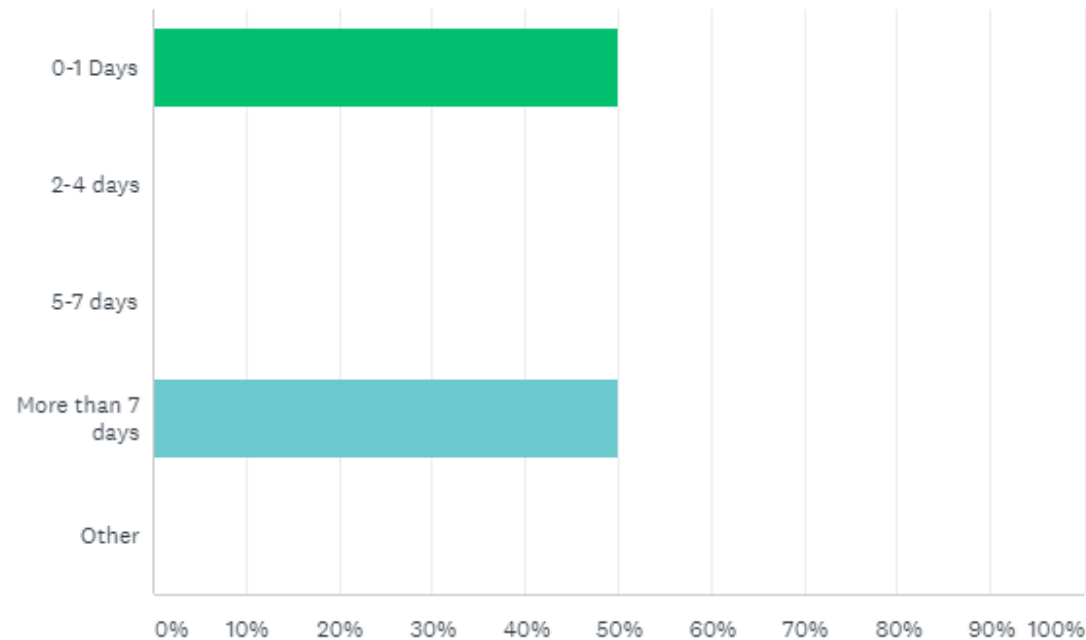
Q15

Customize

Export ▼

Approximately how many days of business, per year, do you lose due to flooding in your area?

Answered: 2 Skipped: 1



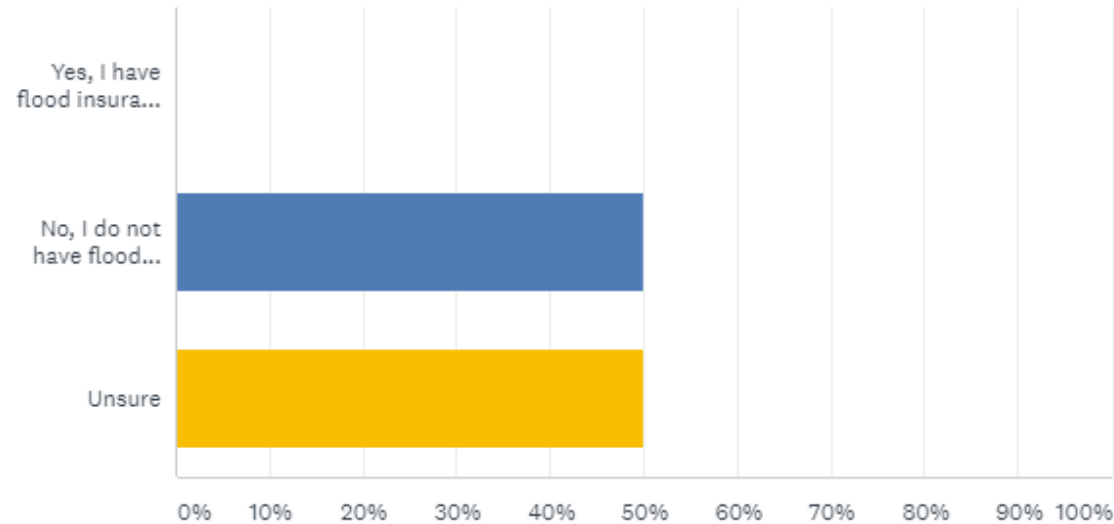
Q16

Customize

Export ▼

Do you currently have flood insurance for your property?

Answered: 2 Skipped: 1



ANSWER CHOICES ▼	RESPONSES ▼	
▼ Yes, I have flood insurance for my property	0.00%	0
▼ No, I do not have flood insurance for my property	50.00%	1
▼ Unsure	50.00%	1
TOTAL		2

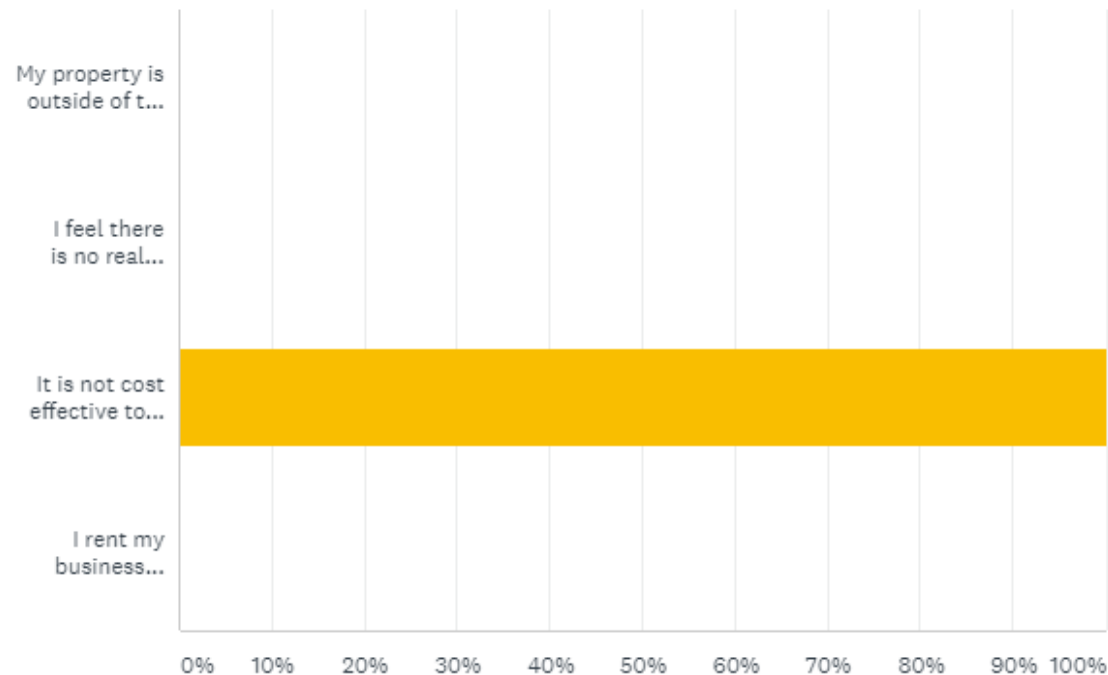
Q17

Customize

Export ▼

Which of the following reasons best describes why you do not have flood insurance?

Answered: 1 Skipped: 2



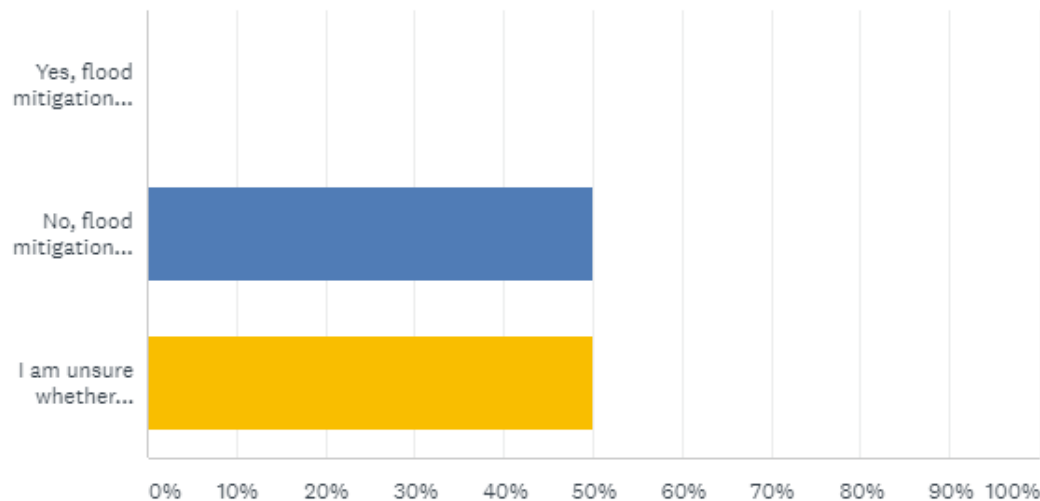
Q18

Customize

Export ▼

Have any flood mitigation efforts been implemented to your property?
(IE.steps taken to remedy or improve structural vulnerability to flooding or
flood proofing your property)

Answered: 2 Skipped: 1



ANSWER CHOICES ▼	RESPONSES ▼	
▼ Yes, flood mitigation efforts have been implemented on my property.	0.00%	0
▼ No, flood mitigation efforts have not been implemented on my property.	50.00%	1
▼ I am unsure whether mitigation efforts have been implemented on my property.	50.00%	1
TOTAL		2

Q19

Export ▼

Describe the mitigation efforts conducted on your property.

Answered: 0 Skipped: 3

RESPONSES (0)

TEXT ANALYSIS

TAGS (0)



Add Tags ▼

Filter by Tag ▼

Search responses



Showing 0 responses

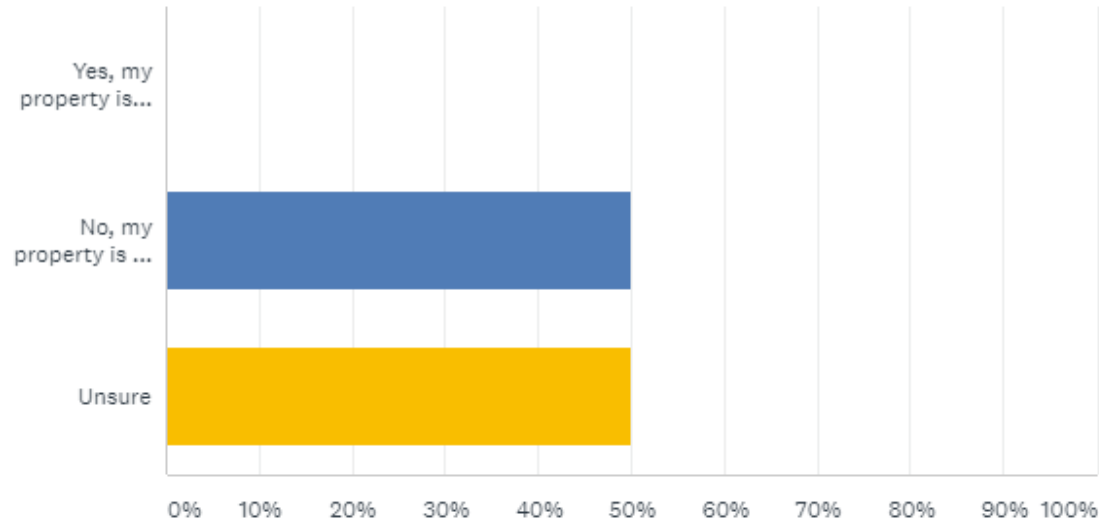
Q20

Customize

Export ▼

Is your property classified as a repetitive flood loss property?

Answered: 2 Skipped: 1



ANSWER CHOICES ▼	RESPONSES ▼	
▼ Yes, my property is classified as a repetitive flood loss property	0.00%	0
▼ No, my property is not classified as a repetitive flood loss property	50.00%	1
▼ Unsure	50.00%	1
TOTAL		2

Q21

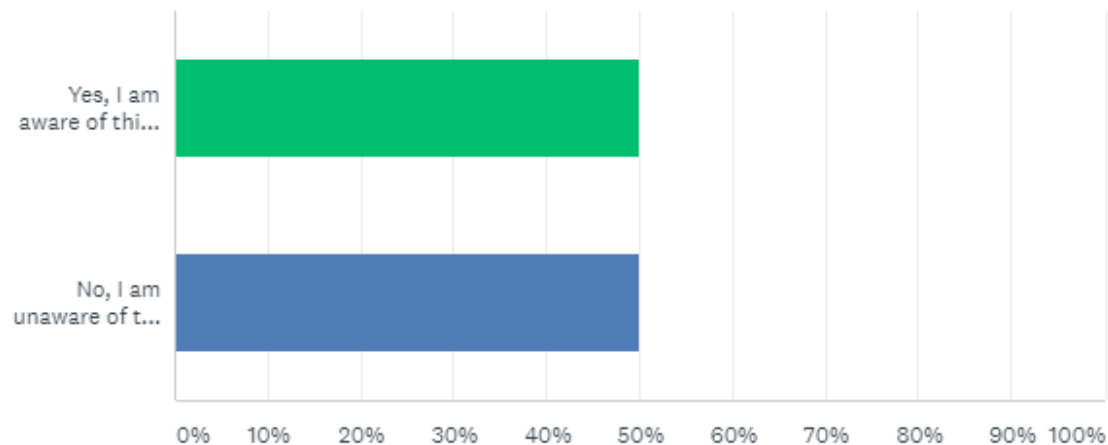
Customize

Export ▼

Did you know that you can view the current flood plain and other County-wide resources at the following web site:

[http://www.volusia.org/services/public-protection/emergency-management/ ?](http://www.volusia.org/services/public-protection/emergency-management/)

Answered: 2 Skipped: 1



ANSWER CHOICES ▼	RESPONSES ▼
▼ Yes, I am aware of this web site	50.00% 1
▼ No, I am unaware of this web site	50.00% 1
TOTAL	2



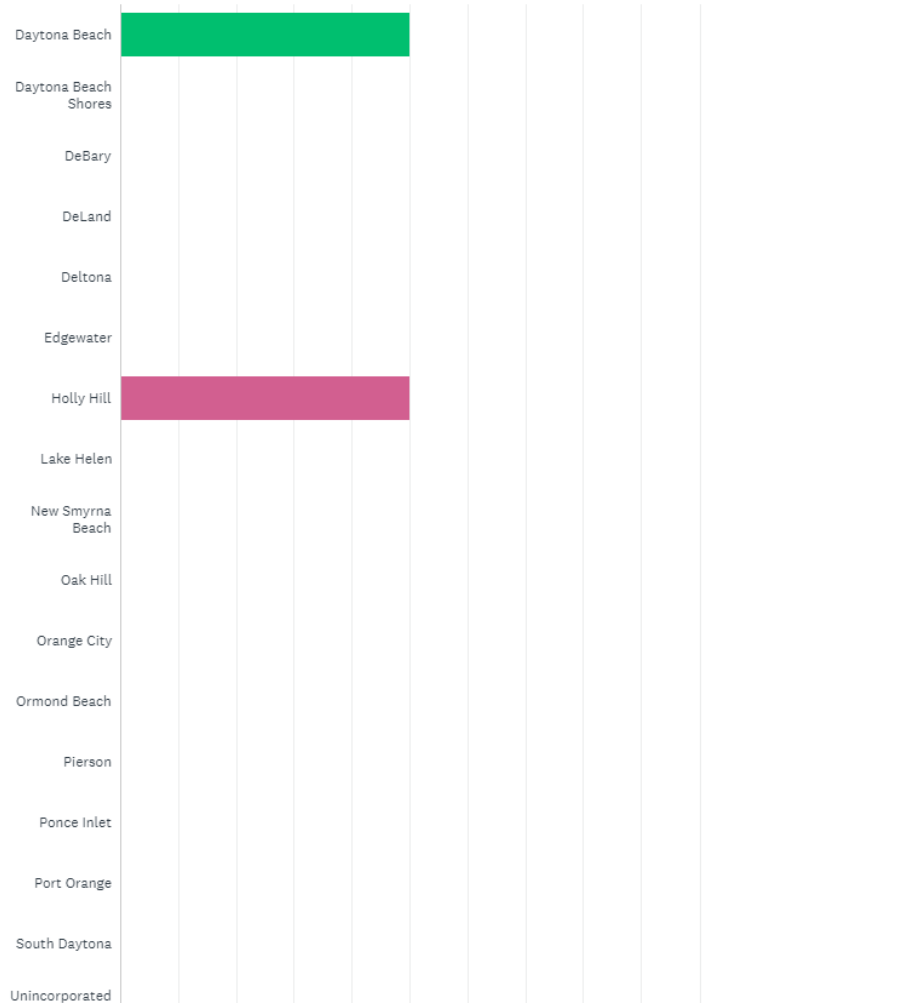
Q22

Customize

Export ▼

Your property is located in which jurisdiction?

Answered: 2 Skipped: 1



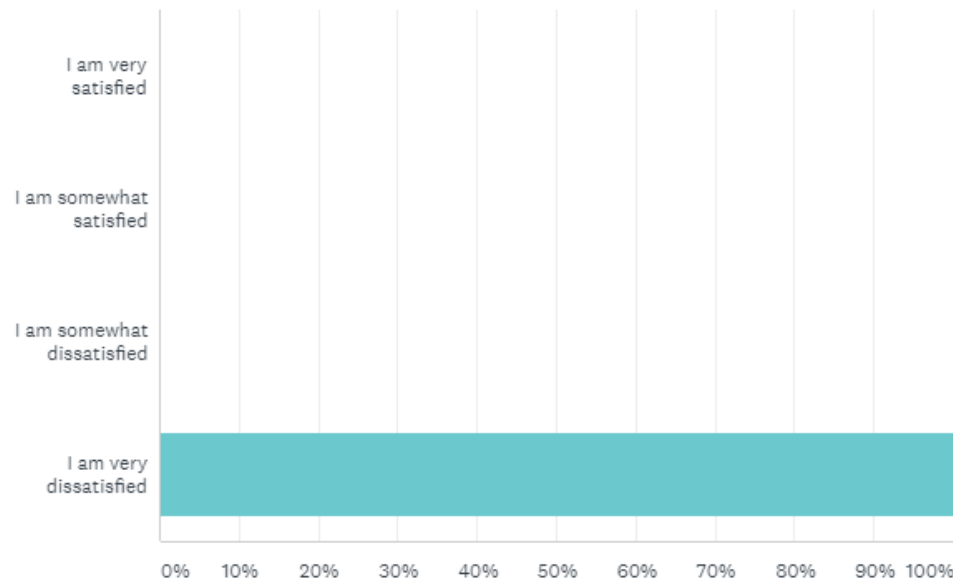
Q23

Customize

Export ▼

How satisfied are you with how your jurisdiction handles public involvement and outreach concerning flood hazards in your area?

Answered: 2 Skipped: 1



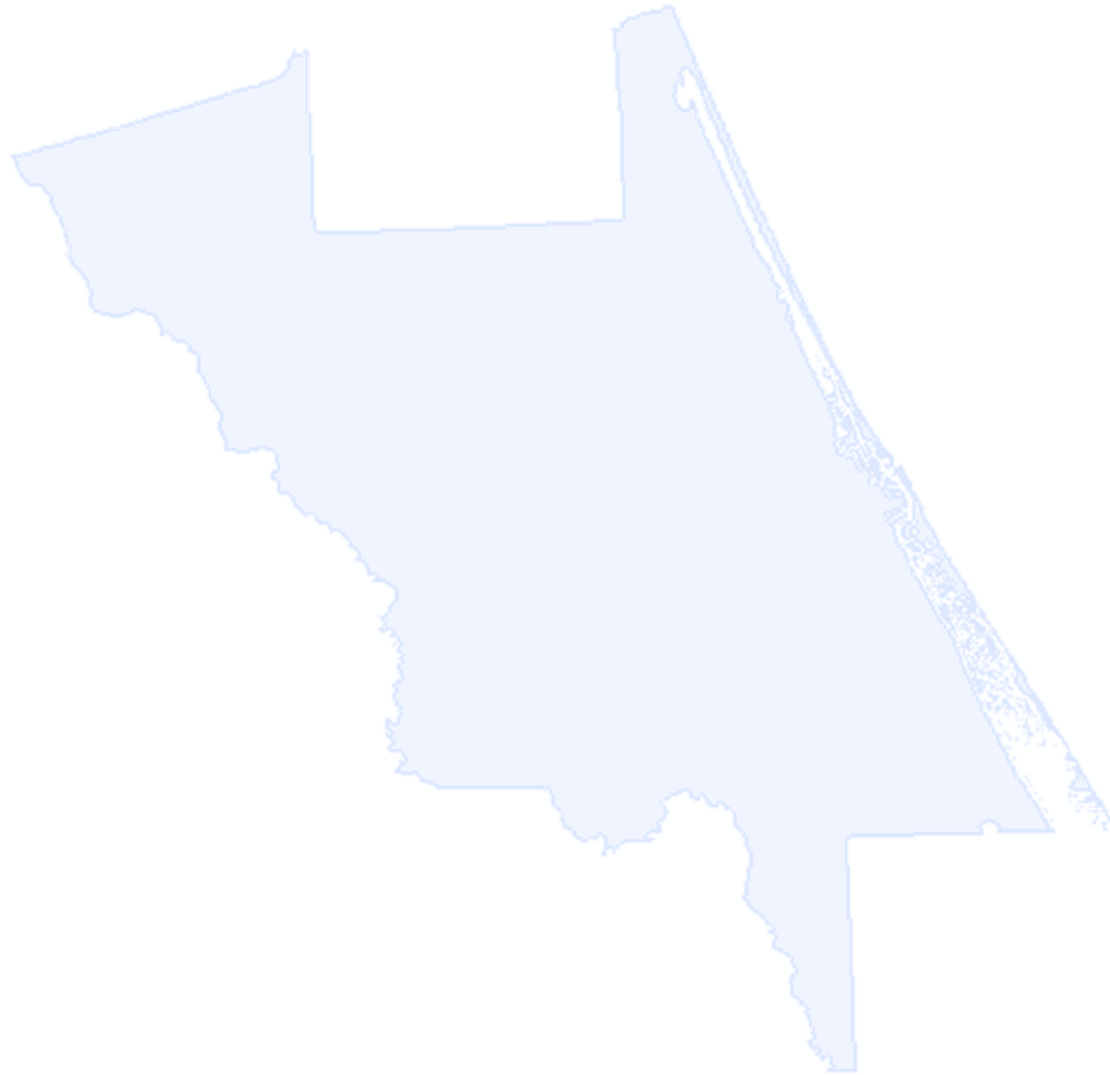
ANSWER CHOICES ▼	RESPONSES ▼
▼ I am very satisfied	0.00% 0
▼ I am somewhat satisfied	0.00% 0
▼ I am somewhat dissatisfied	0.00% 0
▼ I am very dissatisfied	100.00% 2
TOTAL	2

Appendix D

Neighborhood Association Survey



The following statistics were compiled for each of the questions on the Neighborhood Association Survey:



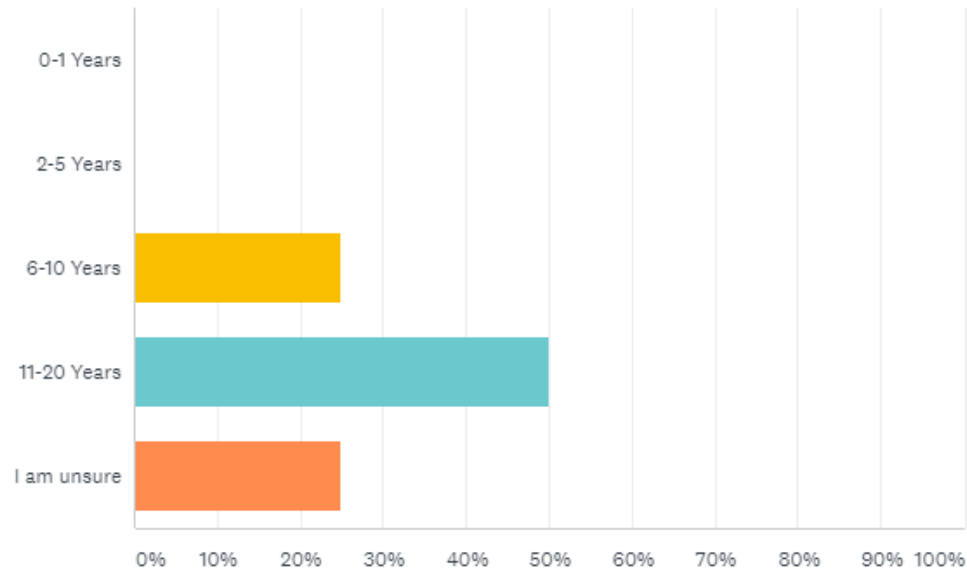
Q1

Customize

Export ▼

How long has your neighborhood association been active?

Answered: 4 Skipped: 0



ANSWER CHOICES ▼	RESPONSES ▼
▼ 0-1 Years	0.00% 0
▼ 2-5 Years	0.00% 0
▼ 6-10 Years	25.00% 1
▼ 11-20 Years	50.00% 2
▼ I am unsure	25.00% 1
TOTAL	4

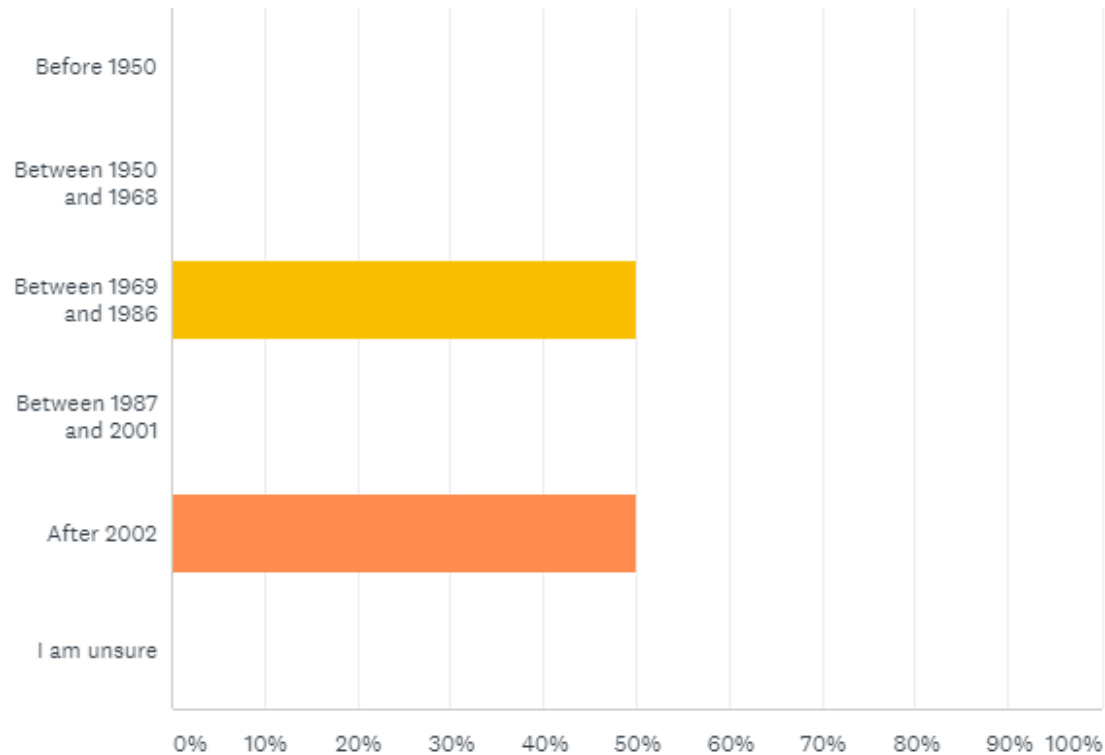
Q2

Customize

Export ▼

In what year were the homes in your coverage area built?

Answered: 4 Skipped: 0



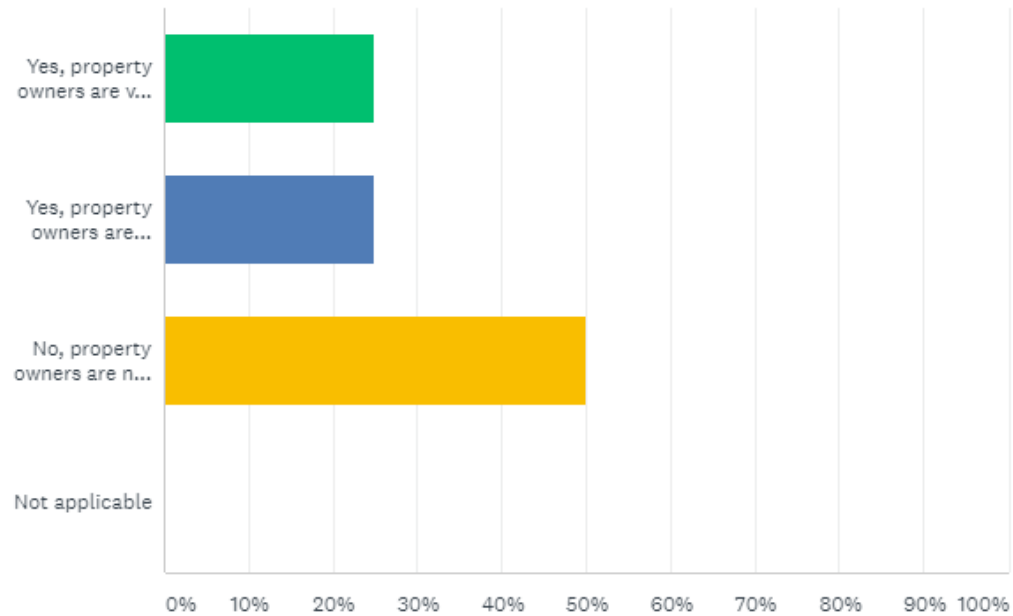
Q3

Customize

Export ▼

Is flooding a real concern for property owners in your association?

Answered: 4 Skipped: 0



ANSWER CHOICES	RESPONSES	
▼ Yes, property owners are very concerned about flooding	25.00%	1
▼ Yes, property owners are somewhat concerned about flooding	25.00%	1
▼ No, property owners are not concerned about flooding	50.00%	2
▼ Not applicable	0.00%	0
TOTAL		4

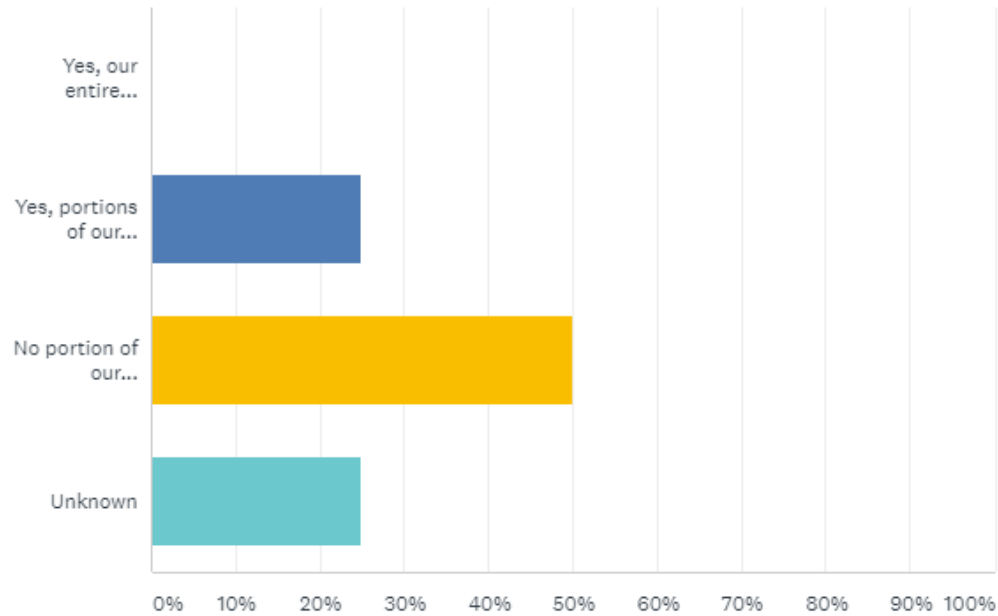
Q4

Customize

Export ▼

Is your Homeowner's Association neighborhood located in the flood plain?

Answered: 4 Skipped: 0



ANSWER CHOICES ▼	RESPONSES ▼	
▼ Yes, our entire neighborhood is located in the flood plain	0.00%	0
▼ Yes, portions of our neighborhood are located in the floodplain	25.00%	1
▼ No portion of our neighborhood is located in the floodplain	50.00%	2
▼ Unknown	25.00%	1
TOTAL		4

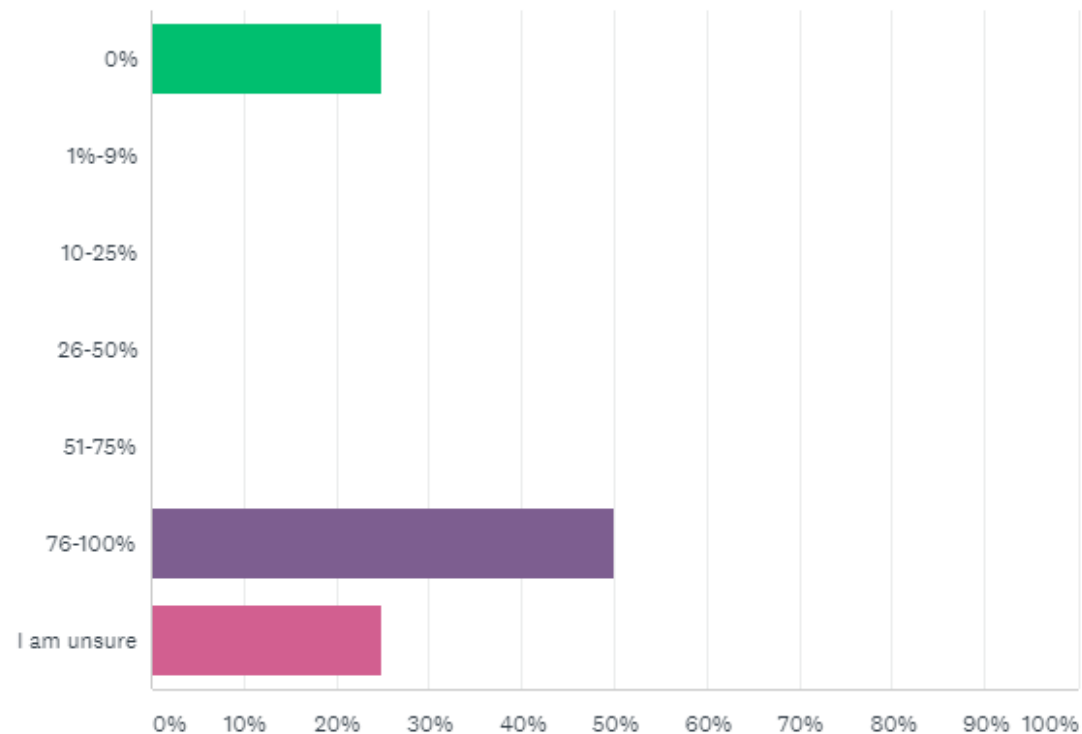
Q5

Customize

Export ▼

Approximately what percentage of the homes within your association are within a designated flood hazard zone?

Answered: 4 Skipped: 0



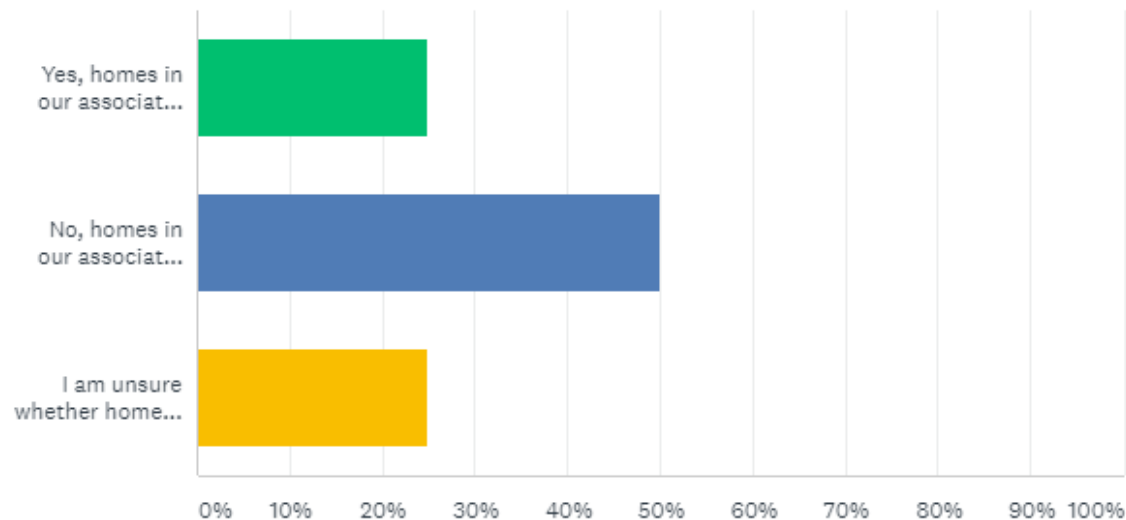
Q6

Customize

Export ▼

Have homes in your association area ever been flooded due to natural environmental causes?

Answered: 4 Skipped: 0



ANSWER CHOICES ▼	RESPONSES ▼	
▼ Yes, homes in our association area have flooded.	25.00%	1
▼ No, homes in our association area have never flooded.	50.00%	2
▼ I am unsure whether homes in our association have flooded.	25.00%	1
TOTAL		4

Comments (0)

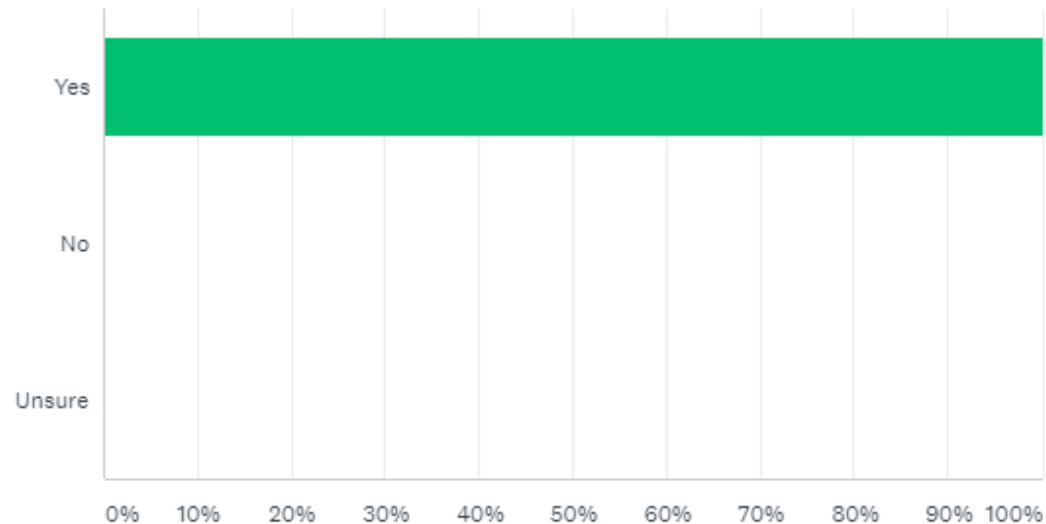
Q7

Customize

Export ▼

If you answered yes to the previous question, has there been an increase in the frequency and duration of these flood events?

Answered: 2 Skipped: 2



ANSWER CHOICES ▼	RESPONSES ▼	
▼ Yes	100.00%	2
▼ No	0.00%	0
▼ Unsure	0.00%	0
TOTAL		2

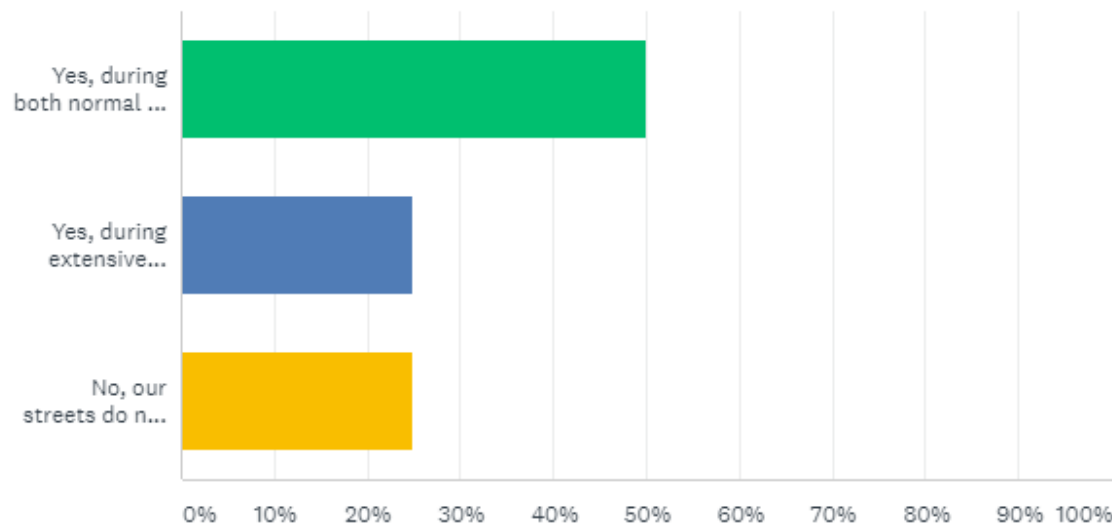
Q8

Customize

Export ▼

Do the roadways in your neighborhood experience major flooding during normal or extensive rainfall?

Answered: 4 Skipped: 0



ANSWER CHOICES	RESPONSES	
▼ Yes, during both normal and extensive	50.00%	2
▼ Yes, during extensive rainfall only	25.00%	1
▼ No, our streets do not normally flood	25.00%	1
TOTAL		4

Comments (0)

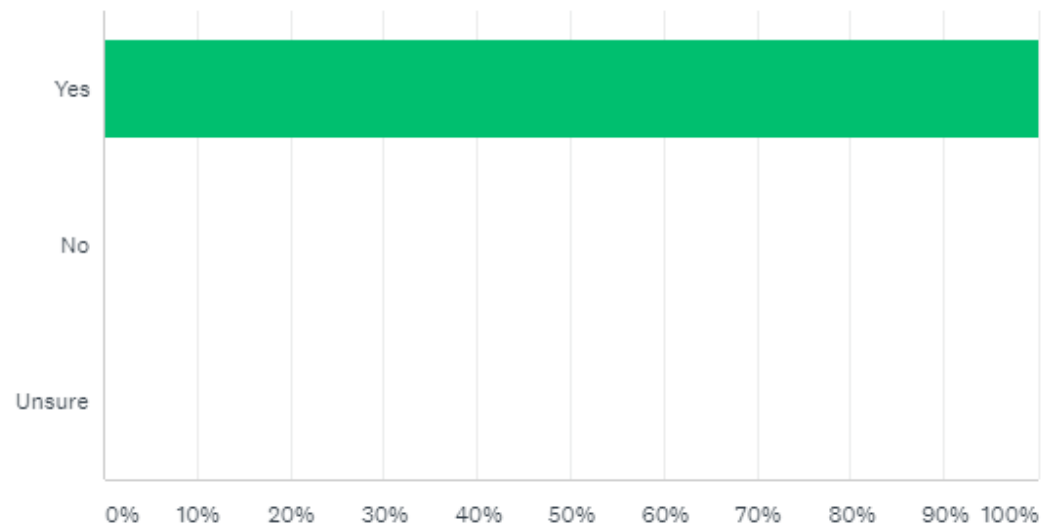
Q9

Customize

Export ▼

If you answered yes to the previous question, has there been an increase in the frequency and duration of these flood events?

Answered: 2 Skipped: 2



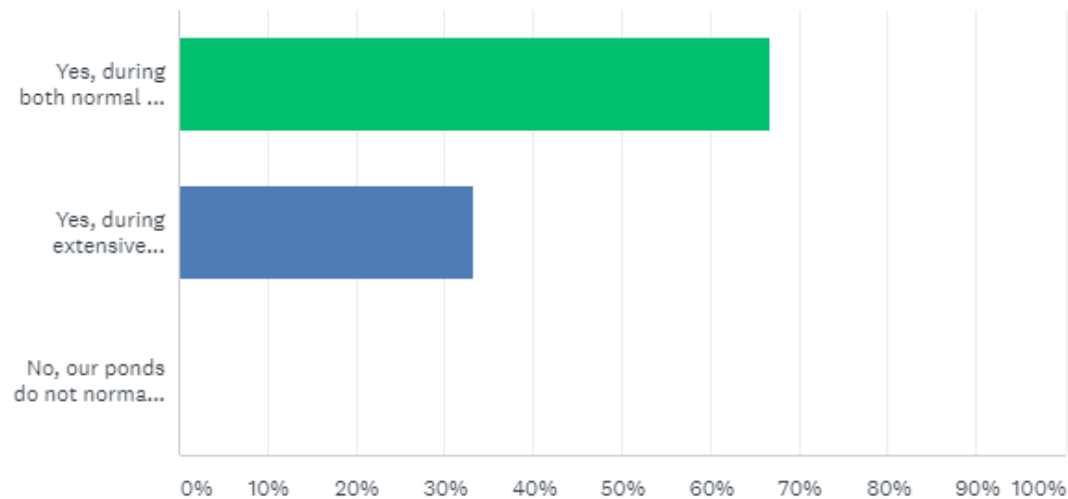
Q10

Customize

Export ▼

Do retention ponds in your neighborhood flood during normal or extensive rainfall?

Answered: 3 Skipped: 1



ANSWER CHOICES ▼	RESPONSES ▼	
▼ Yes, during both normal and extensive	66.67%	2
▼ Yes, during extensive rainfall only	33.33%	1
▼ No, our ponds do not normally flood	0.00%	0
TOTAL		3

[Comments](#) (2)

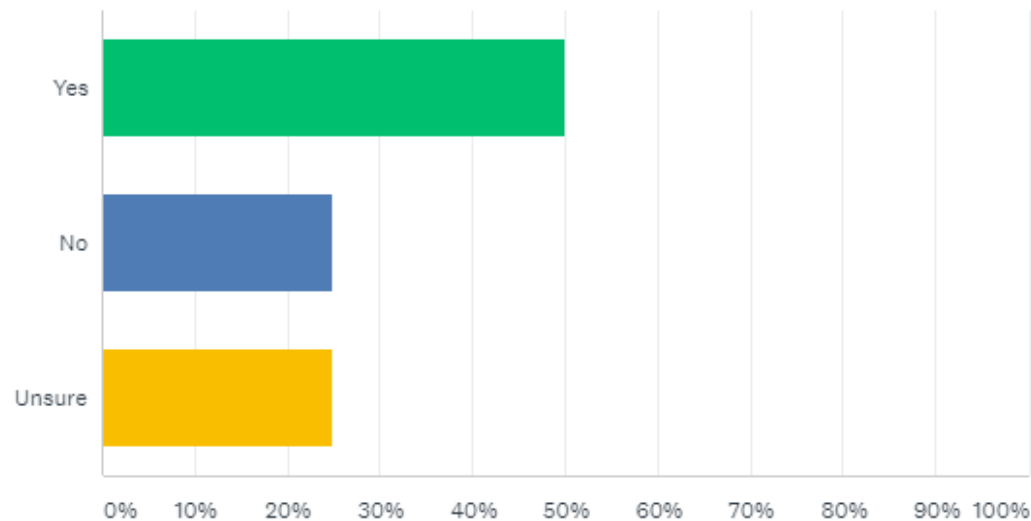
Q11

Customize

Export ▼

If you answered yes to the previous questions, has there been an increase in the frequency and duration of these flood events?

Answered: 4 Skipped: 0



ANSWER CHOICES ▼	RESPONSES ▼	
▼ Yes	50.00%	2
▼ No	25.00%	1
▼ Unsure	25.00%	1
TOTAL		4

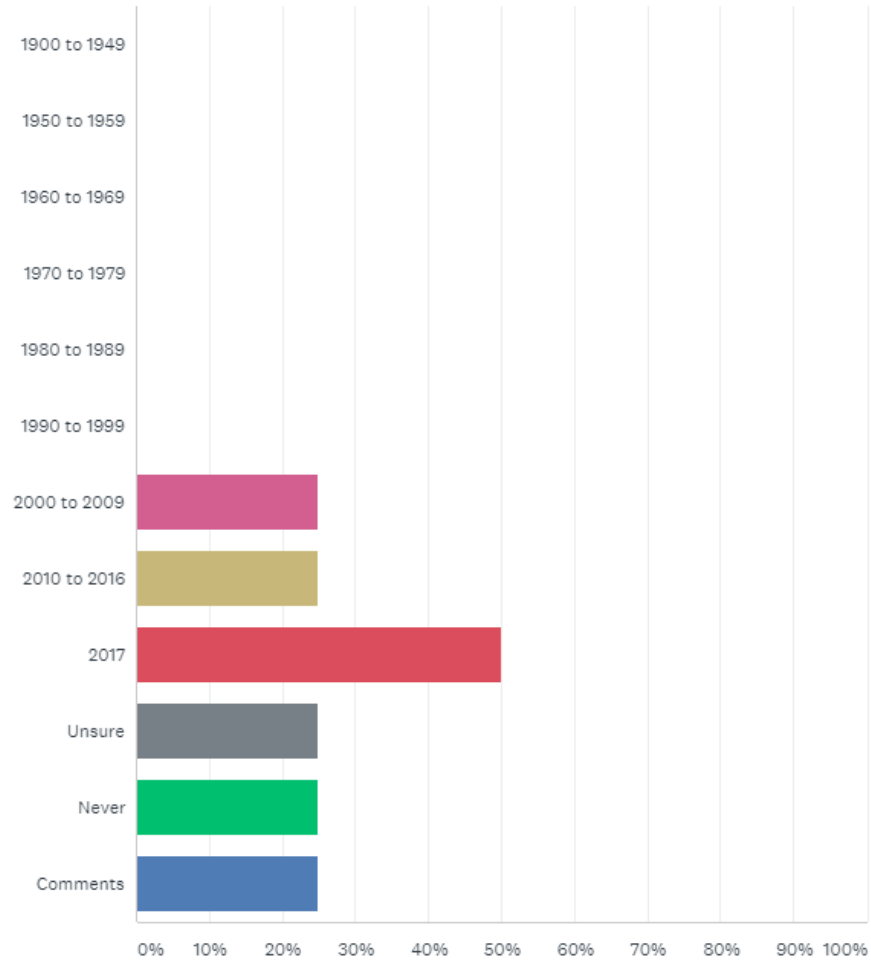
Q12

Customize

Export ▼

To the best of your knowledge, during which time period did a home in your association area last flood? (Check all that apply)

Answered: 4 Skipped: 0

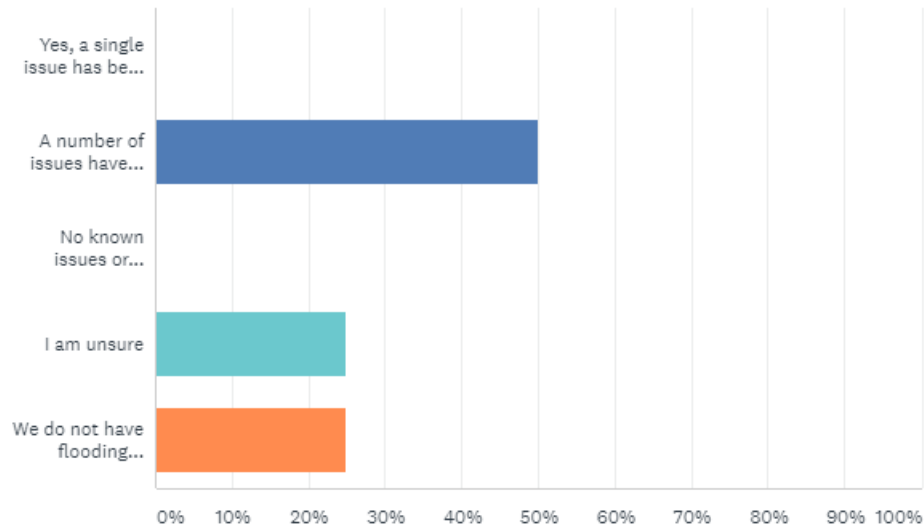


Q13

Customize Export

Has a known problem area been identified as the source of most flooding issues experienced by your neighborhood?

Answered: 4 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes, a single issue has been identified as the main contributor to the flooding.	0.00%	0
A number of issues have been identified which contribute to the flooding.	50.00%	2
No known issues or sources have been identified which contribute to the flooding.	0.00%	0
I am unsure	25.00%	1
We do not have flooding issues.	25.00%	1
TOTAL		4

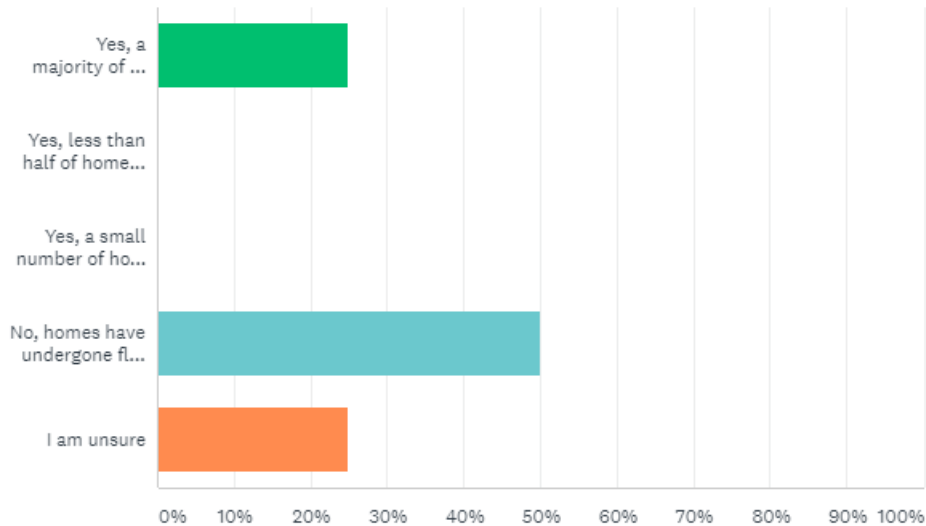
[Comments](#) (1)

Q14

Customize Export ▼

Have homes in your association undergone flood mitigation efforts? (i.e. steps taken to remedy or improve structural vulnerability to flooding or flood proofing your home)

Answered: 4 Skipped: 0



ANSWER CHOICES ▼	RESPONSES ▼	
▼ Yes, a majority of the homes have undergone flood mitigation efforts	25.00%	1
▼ Yes, less than half of homes have undergone flood mitigation efforts	0.00%	0
▼ Yes, a small number of homes have undergone flood mitigation efforts	0.00%	0
▼ No, homes have undergone flood mitigation efforts	50.00%	2
▼ I am unsure	25.00%	1
TOTAL		4

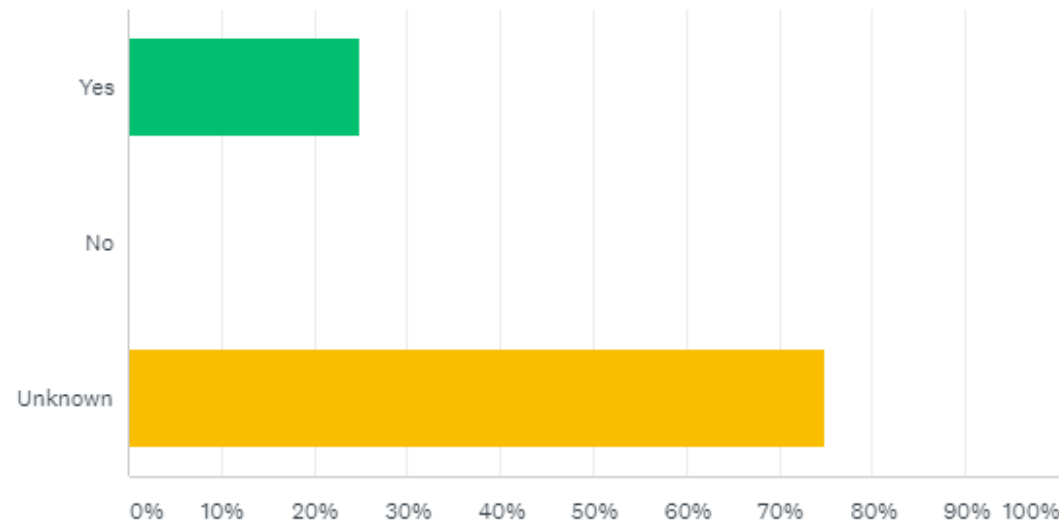
Q15

Customize

Export ▼

Are there any restrictions to structural improvements that, if removed, could possibly reduce the risk of flood loss to properties in your area?

Answered: 4 Skipped: 0



ANSWER CHOICES ▼	RESPONSES ▼	
▼ Yes	25.00%	1
▼ No	0.00%	0
▼ Unknown	75.00%	3
TOTAL		4

Q16

Export ▼

If you answered "Yes" to the previous question, please explain these types of restrictions.

Answered: 1 Skipped: 3

RESPONSES (1)

TEXT ANALYSIS

TAGS (0)



Add Tags ▼

Filter by Tag ▼

Search responses



Showing 1 response



Re Sod and rental homes not properly maintained.

6/13/2018 9:22 PM

[View respondent's answers](#)

[Add Tags ▼](#)



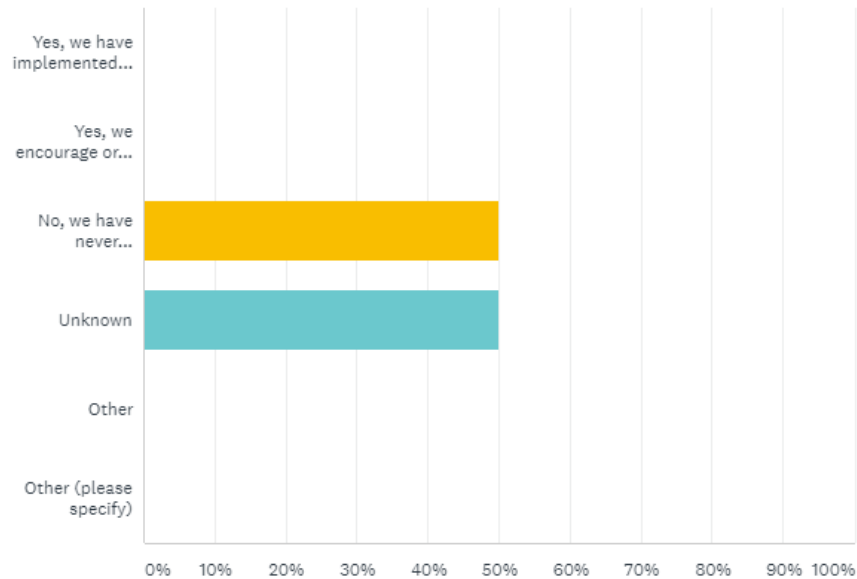
Q17

Customize

Export ▼

Has your association ever implemented large-scale flood mitigation efforts?
(Example: activities to alleviate flood impacts in the community)

Answered: 4 Skipped: 0



ANSWER CHOICES ▼	RESPONSES ▼	
▼ Yes, we have implemented incentive programs	0.00%	0
▼ Yes, we encourage or assist property owners with flood mitigation efforts	0.00%	0
▼ No, we have never implemented large-scale flood mitigation efforts	50.00%	2
▼ Unknown	50.00%	2
▼ Other	0.00%	0
▼ Other (please specify)	0.00%	0
TOTAL		4

Q18

Export ▼

If you answered 'Yes' to the above question, what types of improvements were made?

Answered: 0 Skipped: 4

RESPONSES (0)

TEXT ANALYSIS

TAGS (0)



Add Tags ▼

Filter by Tag ▼

Search responses



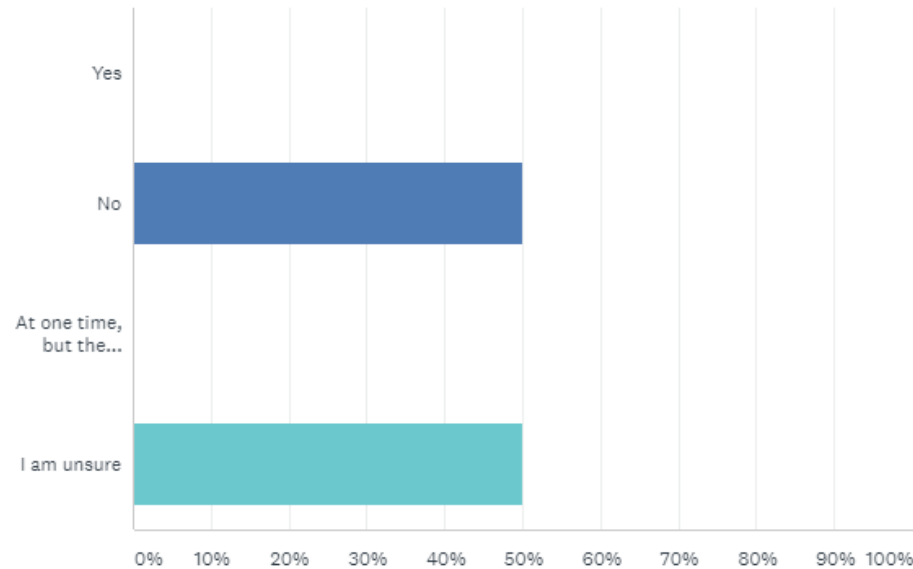
Showing 0 responses

Q19

Customize Export ▼

Are there homes in your association area that are classified as Repetitive Flood Loss properties (defined as a structure that has experienced two floods in the last ten years with at least \$1,000 in damages per event)?

Answered: 4 Skipped: 0



ANSWER CHOICES ▼	RESPONSES ▼	
▼ Yes	0.00%	0
▼ No	50.00%	2
▼ At one time, but the classification has been removed	0.00%	0
▼ I am unsure	50.00%	2
TOTAL		4

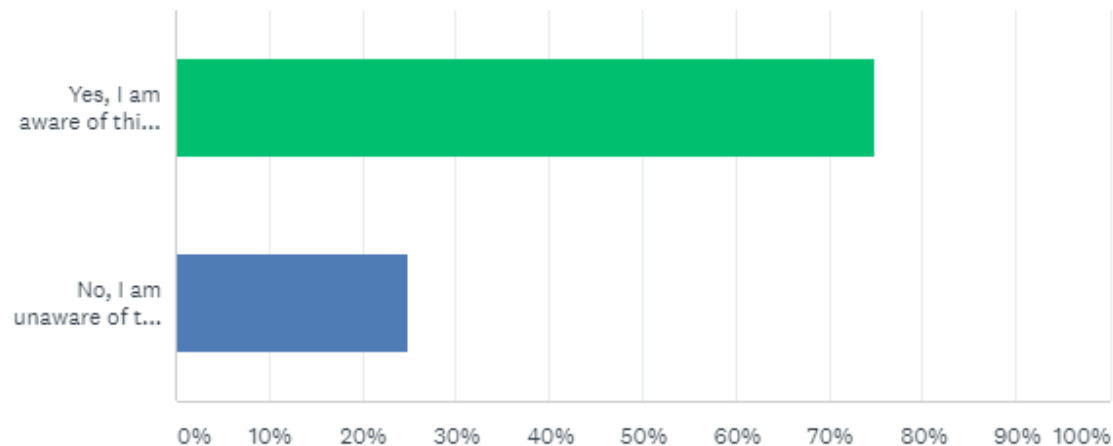
Q20

Customize

Export ▼

Did you know that you can view the current flood plain and other County-wide resources at the following web site:
<http://www.volusia.org/services/public-protection/emergency-management>

Answered: 4 Skipped: 0



ANSWER CHOICES	RESPONSES	
▼ Yes, I am aware of this web site.	75.00%	3
▼ No, I am unaware of this web site.	25.00%	1
TOTAL		4

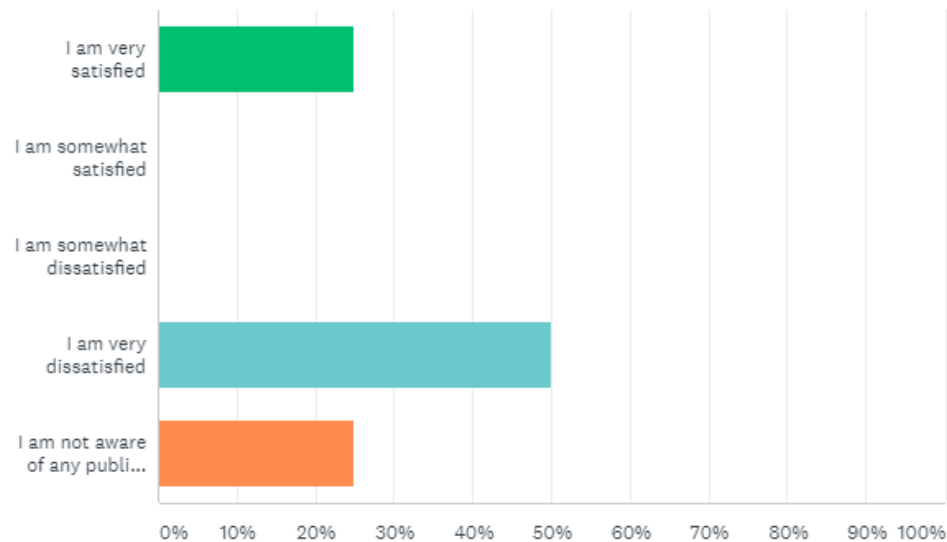
Q21

Customize

Export ▼

How satisfied are you with how your jurisdiction handles public involvement and outreach concerning flood hazards in your area?

Answered: 4 Skipped: 0



ANSWER CHOICES ▼	RESPONSES ▼	
▼ I am very satisfied	25.00%	1
▼ I am somewhat satisfied	0.00%	0
▼ I am somewhat dissatisfied	0.00%	0
▼ I am very dissatisfied	50.00%	2
▼ I am not aware of any public involvement/outreach efforts concerning flood hazards	25.00%	1
TOTAL		4

[Comments](#) (1)

Q22

Export ▼

Enter the name of your Homeowner's Association.

Answered: 3 Skipped: 1

RESPONSES (3)

TEXT ANALYSIS

TAGS (0)

☐

Add Tags ▼

Filter by Tag ▼

Search responses



Showing 3 responses

☐

Riviera Village Association, Inc.

6/15/2018 9:32 AM

[View respondent's answers](#)

[Add Tags ▼](#)

☐

Woodland Ridge HOA

6/14/2018 6:00 PM

[View respondent's answers](#)

[Add Tags ▼](#)

☐

Fairway Estates

6/13/2018 4:36 PM

[View respondent's answers](#)

[Add Tags ▼](#)

Q23

Export ▼

Enter Contact Information for your Homeowner's Association.

Answered: 2 Skipped: 2

ANSWER CHOICES ▼		RESPONSES ▼	
Name	Responses	100.00%	2
Company	Responses	0.00%	0
Address	Responses	0.00%	0
Address 2	Responses	0.00%	0
City/Town	Responses	0.00%	0
State/Province	Responses	0.00%	0
ZIP/Postal Code	Responses	0.00%	0
Country	Responses	0.00%	0
Email Address	Responses	0.00%	0
Phone Number	Responses	100.00%	2



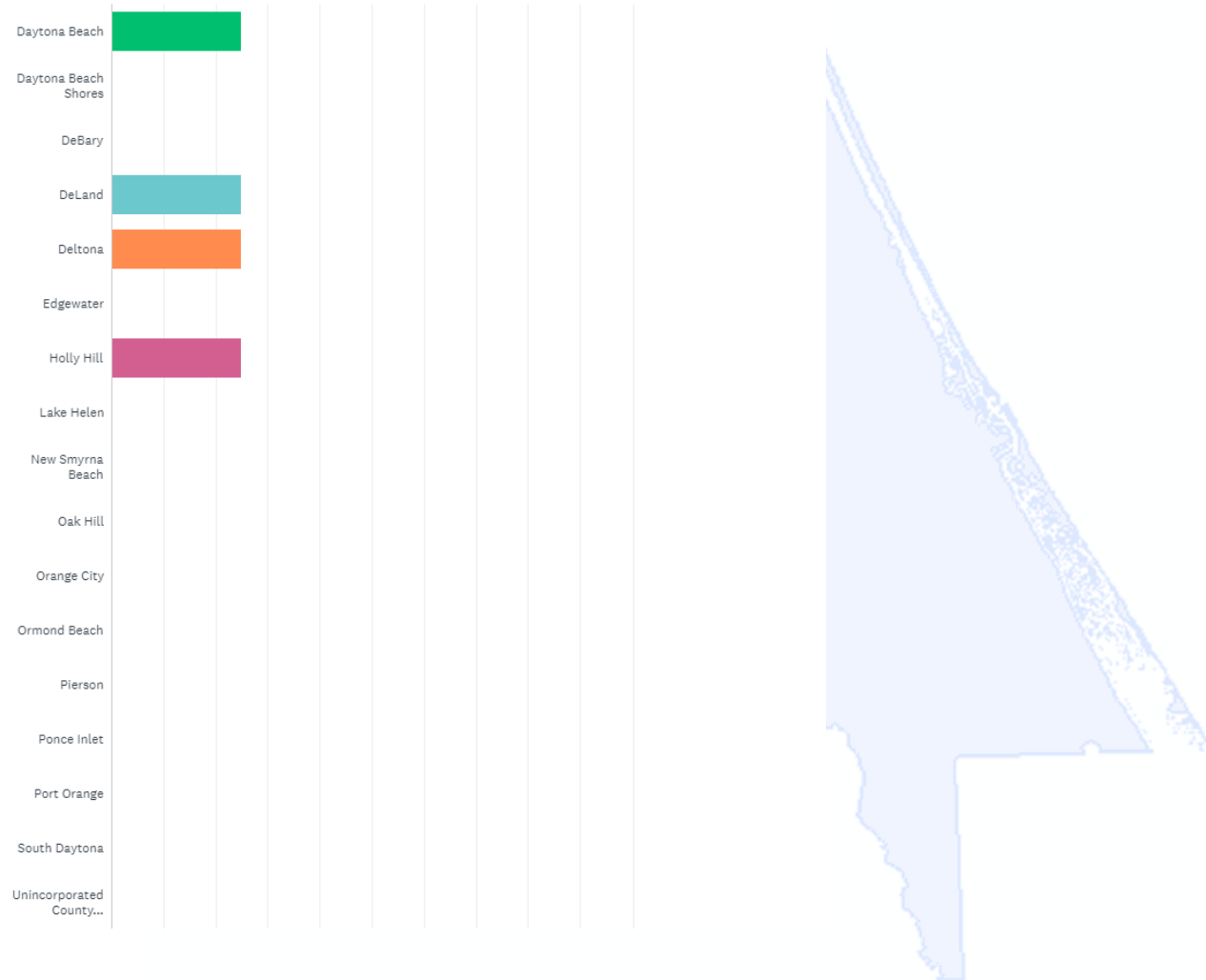
Q24

Customize

Export ▼

Your Homeowner's Association is located in what jurisdiction?

Answered: 4 Skipped: 0



Appendix E

Public Meeting Information



Overview

Public meetings were held on June 15th, 2018 in DeLand and June 18th, 2018 in Daytona Beach to gather feedback from the public and update the public on the progression of the plan. Two hard copies of the Draft Plan were provided at each meeting, and links to the plan (online) were distributed.

Meeting Format

The public meetings began with introductions of all persons in attendance, including residents and the project team. PJ Smith of the planning team then presented the plan via the PowerPoint included in this portion of the report. Following the presentation, hard copies of the plan were looked over by members of the public. Larry LaHue (VCEM), Aubrie Austin (VCEM), Michelle Cechowski (ECFRPC), Mark Reali (ECFRPC) and PJ Smith (ECFRPC) then answered questions from the public. The presentation portion of each meeting took approximately ten to fifteen minutes, while the discussions lasted for over one hour. Following the discussion, the project team stayed in the meeting location until the meeting window closed to ensure that all members of the public (even those arriving late) were heard.

Documents within this Appendix

The following documents are provided within this Appendix:

- PowerPoint Presentation (6/15)
- Sign In Sheet (6/15)
- PowerPoint Presentation (6/18)
- Sign In Sheet (6/18)
- Press Release for Public Meetings

PowerPoint Presentation (6/15/2018)

VOLUSIA FLOODPLAIN MANAGEMENT PLAN

PUBLIC MEETING
JUNE 15, 2018





AGENDA

Welcome
Project Overview
Plan Overview
Questions and Concerns
Open House



AGENDA

Welcome
Project Overview
Plan Overview
Questions and Concerns
Open House



PROJECT OVERVIEW

Purpose:

Amend Floodplain Management Plan (FMP) to develop municipal specific FMPs based on Community Rating System Guidance.

Determine vulnerability to newly-released FEMA floodplain (2017 FIRM Maps)

Incorporate FMP into the County's Local Mitigation Strategy



COMMITTEE PARTICIPANTS

- Jurisdictional staff (*County, 14 Cities, 2 Towns*)
 - LMS Working Group
- Floodplain Managers
- NFIP Coordinator
- State Hazard Mitigation Officer



PUBLIC INVOLVEMENT

- Public Meetings (2)
 - DeLand, Daytona Beach
- Resident Survey
- Business Survey
- HOA Survey
- Comment on Draft Plan
 - The draft plan is available at www.ecfrpc.org.
 - Please send your comments to tara@ecfrpc.org



6/15 PowerPoint (Continued)

OTHER STEPS

- Assessment of the flood hazard using best available data (2017 DFIRM Maps).
- Review past flood claims and issues.
- Describe areas that provide natural and beneficial functions and habitat for rare and endangered species
- Analyze current and future development, redevelopment and population trends in comparison to the extent of the 100-year and 500-year floodplains.



FINAL STEPS

- Finalize Draft Plan**
Incorporation of all comments on the Draft Plan
- Adopt the Plan**
The County and all 16 jurisdictions will enact Resolutions of Adoption to adopt the plan.



AGENDA

Welcome
Project Overview
Plan Overview
Questions and Concerns
Open House



PLAN OVERVIEW

- ✓ Planning Process
- Vulnerability Assessment**
 - Impacts on Life, Safety & Health
 - Critical Facility Exposure
 - Property Value Exposure
 - Exposure by Land Use
 - Repetitive Loss Property Analysis
 - Flood Claim Analysis
- Mitigation Strategy and Action Plan**



MITIGATION STRATEGIES

- Flood Prevention
- Property Preventative
- Natural Resource Protection
- Emergency Services
- Structural Projects
- Public Education and Awareness



OTHER PLAN SECTIONS

- Appendix A – Jurisdiction Profiles
 - Goals and Objectives
 - Flood Maps
 - Exposure Data (Land Use, Financial, Repetitive Loss)
- Appendix B – Public Survey Information
- Appendix C – Business Survey Information
- Appendix D – Neighborhood Association Survey
- Appendix E – Public Meeting Information
- Appendix G – Action Plan
- Appendix H – Public Comment on Draft Plan
- Appendix F & I – Resolutions of Support & Resolutions of Adoption



6/15 PowerPoint (Continued)

DRAFT FMP

Go to www.ecfrpc.org to view the draft Floodplain Management Plan
***Appendices will be added at the conclusion of public comment

Feedback

Please email your feedback to Tara McCue at tara@ecfrpc.org.
The feedback deadline is July 10th, 2018.



QUESTIONS

Has the process of updating the Volusia County Floodplain Management Plan provided you with more knowledge of the purpose of the plan?

How satisfied are you with the public outreach conducted as part of the planning process for the plan update?

What additional feedback do you have concerning the Floodplain Management Plan?



AGENDA

Welcome
Project Overview
Plan Overview
Questions and Concerns
Open House



OPEN HOUSE

Contact Us

Larry LaHue (llahue@volusia.org)
Aubrie Austin (alaustin@volusia.org)
Tara McCue (tara@ecfrpc.org)
Michelle Cechowski (michelle@ecfrpc.org)
PJ Smith (pjsmith@ecfrpc.org)
Mark Reali (mreali@ecfrpc.org)





Volusia County Floodplain Management Plan Public Meeting

June 15, 2018
9:30 AM - 12:00 pm
DeLand Regional Library



NAME	Zip Code	Phone Number	Email Address
Suze Peace	32724	386-832-5469	4sfpeace@bellsouth.net
Larry Lurie	32174	386-254-1500	llurie@volusia.org
FRED PEACE	32724	386-738-0924	4sfpeace@bellsouth.net
Michelle Cechowski	32720	407-402-3761	michelle@ecfrpc.org
Aubrie Austin	32724	386 214 0029	alaustin@volusia.org
PJ SMITH	32801 (non-volusia)	407-496-5463	PJSMITH@ECFRPC.ORG
Mark Reali	34738	256 337 0872	mreali@ecfrpc.org

PowerPoint Presentation (6/18/2018)

VOLUSIA FLOODPLAIN MANAGEMENT PLAN

PUBLIC MEETING JUNE 18, 2018




AGENDA

- Welcome
- Project Overview
- Plan Overview
- Questions and Concerns
- Open House




AGENDA

- Welcome
- Project Overview
- Plan Overview
- Questions and Concerns
- Open House




PROJECT OVERVIEW

Purpose:

- Amend Floodplain Management Plan (FMP) to develop municipal specific FMPs based on Community Rating System Guidance.
- Determine vulnerability to newly-released FEMA floodplain (2017 FIRM Maps)
- Incorporate FMP into the County's Local Mitigation Strategy




COMMITTEE PARTICIPANTS

- Jurisdictional staff (County, 14 Cities, 2 Towns)
 - LMS Working Group
- Floodplain Managers
- NFIP Coordinator
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- HOA Survey
- Comment on Draft Plan
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6/18 PowerPoint (Continued)

OTHER STEPS

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- Describe areas that provide natural and beneficial functions and habitat for rare and endangered species
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FINAL STEPS

- Finalize Draft Plan**
Incorporation of all comments on the Draft Plan
- Adopt the Plan**
The County and all 16 jurisdictions will enact Resolutions of Adoption to adopt the plan.



AGENDA

Welcome
Project Overview
Plan Overview
Questions and Concerns
Open House



PLAN OVERVIEW

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- Vulnerability Assessment**
 - Impacts on Life, Safety & Health
 - Critical Facility Exposure
 - Property Value Exposure
 - Exposure by Land Use
 - Repetitive Loss Property Analysis
 - Flood Claim Analysis
- Mitigation Strategy and Action Plan**



MITIGATION STRATEGIES

- Flood Prevention
- Property Preventative
- Natural Resource Protection
- Emergency Services
- Structural Projects
- Public Education and Awareness



OTHER PLAN SECTIONS

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6/18 PowerPoint (Continued)

DRAFT FMP

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Feedback:

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The feedback deadline is July 10th, 2018.



QUESTIONS

Has the process of updating the Volusia County Floodplain Management Plan provided you with more knowledge of the purpose of the plan?

How satisfied are you with the public outreach conducted as part of the planning process for the plan update?

What additional feedback do you have concerning the Floodplain Management Plan?



AGENDA

Welcome
Project Overview
Plan Overview

Questions and Concerns
Open House



OPEN HOUSE

Contact Us

Larry LaHue (llahue@volusia.org)

Aubrie Austin (alAustin@volusia.org)

Tara McCue (tara@ecfrpc.org)

Michelle Cechowski (michelle@ecfrpc.org)

PJ Smith (pjsmith@ecfrpc.org)

Mark Reali (mreali@ecfrpc.org)



Sign In Sheet (6/18/2018)



Volusia County Floodplain Management Plan Public Meeting

June 18, 2018
9:30 AM – 12:00 pm
City Island Library, Daytona Beach

[illegible]

Press Release



June 6, 2018

Contact: Shelley Szafraniec, APR, CPRC
386-822-5062, ext. 15637

Public input sought on floodplain management plan

Volusia County's Emergency Management Division will host two public meetings to engage the community in the development of the Floodplain Management Plan. At the meetings the public can review and comment on the plan.

The meetings will be:

- 9:30 a.m. to noon
Friday, June 15, at the Deland Regional Library, 130 E. Howry Ave., DeLand
- 9 a.m. to noon
Monday, June 18, at the Daytona Beach Regional Library, 105 E. Magnolia Ave., Daytona Beach

The draft plan will be posted on www.edrpc.org on June 15th, 2018.

There are also several surveys available to provide comment. Residents are asked to complete the surveys and can complete more than one if applicable. The survey links are:

Business: <https://www.surveymonkey.com/r/2018VCBusiness>

Public: <https://www.surveymonkey.com/r/2018VCPublic>

Neighborhood: <https://www.surveymonkey.com/r/2018VCNeighborhood>

For more information, a copy of the agenda or to submit a comment by email, contact Michelle Cechowski at 407-245-0300 ext. 317. The deadline to submit comment is July 31st, 2018.

-30-



www.volusia.org						
VOLUSIA COUNTY COUNCIL						
ED KELLEY COUNTY CHAIR	JOYCE M. CUSACK AT-LARGE	DEBORAH DENYS VICE CHAIR, DISTRICT 3	PAT PATTERSON DISTRICT 1	BILLIE WHEELER DISTRICT 2	HEATHER POST DISTRICT 4	DR. FRED LOWRY DISTRICT 5

Appendix F

Resolutions of Support



City of Daytona Beach – Resolution of Support

RESOLUTION NO. 18-236

A RESOLUTION IN SUPPORT OF THE PLANNING PROCESS OF THE EAST CENTRAL FLORIDA REGIONAL PLANNING COUNCIL FOR THE DEVELOPMENT AND INTEGRATION OF "THE VOLUSIA COUNTY LOCAL MITIGATION STRATEGY AND THE CITY'S FLOODPLAIN MANAGEMENT PLAN"; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, coastal and riverine flooding are significant threats to the safety of residents of Volusia County and its municipalities; and

WHEREAS, the National Flood Insurance Program (NFIP) provides federally supported flood insurance in communities that regulate development in floodplains; and

WHEREAS, the Community Rating System ("CRS") grades the various community Floodplain Management programs and reduces flood insurance premiums in those communities that meet certain requirements; and

WHEREAS, in an effort to reduce the potential for personal/property losses in flood-prone areas and ensure the lowest possible flood insurance premiums for residents, Volusia County has contracted with East Central Florida Regional Planning Council to draft the revised Floodplain Management Plan in alignment with the CRS Guidelines; and

WHEREAS, the East Central Florida Regional Planning Council is also required to integrate the FMP into the Local Mitigation Strategy; and

WHEREAS, the Floodplain Management Plan will be completed in August of 2018; and

WHEREAS, Interim Utilities Director recommends the City support the planning process of the East Central Florida Regional Planning Council to further the goals of the Community Rating System and National Flood Insurance Program.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DAYTONA BEACH, FLORIDA:

SECTION 1. The City Commission considers the Floodplain Management Plan to be of the utmost importance to the City and supports the Floodplain Management Plan planning process.

SECTION 2. This Resolution shall take effect immediately upon its adoption.


DERRICK L. HENRY
Mayor

ATTEST:


LETITIA LAMAGNA
City Clerk

Adopted: July 18, 2018

Daytona Beach Shores – Resolution of Support

RESOLUTION NO. 2018-08

A RESOLUTION OF THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY, FLORIDA IN SUPPORT OF THE PLANNING PROCESS FOR THE DEVELOPMENT OF THE REVISED "VOLUSIA COUNTY AND MUNICIPAL FLOODPLAIN MANAGEMENT PLAN"; PROVIDING A SAVINGS PROVISION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2, *Constitution of the State of Florida*, authorizes the City of Daytona Beach Shores to exercise any power for municipal purposes except as otherwise provided by law; and

WHEREAS, coastal and riverine flooding are significant threats to the safety of residents of Volusia County and its municipalities; and

WHEREAS, the National Flood Insurance Program (NFIP) provides federally supported flood insurance in communities that regulate development in floodplains; and

WHEREAS, the Community Rating System (CRS) grades the various community floodplain management programs and reduces flood insurance premiums in those communities that meet certain requirements; and

WHEREAS, in an effort to reduce the potential for personal/property losses in flood-prone areas and ensure the lowest possible flood insurance premiums for residents, the County of Volusia has contracted with the East Central Florida Regional Planning Council (ECFRPC) to draft the revised Floodplain Management Plan (FMP) in alignment with the CRS Guidelines; and

WHEREAS, the ECFRPC is also required to integrate the FMP into the Local Mitigation Strategy; and

WHEREAS, the FMP will be revised in July 2018.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA, AS FOLLOWS:

SECTION ONE. FINDING. The City Council of the City of Daytona Beach Shores hereby considers the Floodplain Management Plan to be of the utmost importance to the City of Daytona Beach Shores and supports the Floodplain Management Plan Planning Process.

SECTION TWO. SAVINGS. The prior actions of the City of Daytona Beach Shores relating to floodplain management are hereby ratified and affirmed.

SECTION THREE: CONFLICTS. All resolutions or parts thereof in conflict with this

Res. 2018-08
Page 1 of 2

Resolution are hereby repealed to the extent of such conflict.

SECTION FOUR. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Resolution, or application hereof, is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion or application shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof.

SECTION FIVE. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

CITY OF DAYTONA BEACH SHORES, FLORIDA

By: 
Mayor, Harry Jennings

ATTEST:

By: 
Michael T. Booker, City Manager


Cheri Schwab, City Clerk

APPROVED AS TO FORM AND LEGALITY:

By: 
Lonnie Groot, City Attorney

Passed and adopted on first reading this 24 day of July, 2018.

Posted this 24 day of July, 2018.



DeBary – Resolution of Support

RESOLUTION NO: 18-17

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEBARY,
FLORIDA IN SUPPORT OF THE PLANNING PROCESS FOR THE
DEVELOPMENT OF THE REVISED "VOLUSIA COUNTY & MUNICIPAL
FLOODPLAIN MANAGEMENT PLAN"**

WHEREAS, Coastal and riverine flooding are significant threats to the safety of residents of Volusia County and its municipalities: and,

WHEREAS, The National Flood Insurance Program (NFIP) provides federally supported flood insurance in communities that regulate development in floodplains: and

WHEREAS, The Community Rating System (CRS) grades the various community floodplain management programs and reduces flood insurance premiums in those communities that meet certain requirement: and

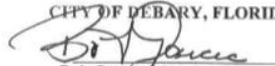
WHEREAS, In an effort to reduce the potential for personal/property losses in flood-prone areas and ensure the lowest possible flood insurance premiums for residents, Volusia County has contracted with East Central Florida Regional Planning Council to draft the revised floodplain management plan in alignment with CRS guidelines: and

WHEREAS, The East Central Florida Regional Planning Council is also required to integrate the floodplain management plan into the local mitigation strategy: and

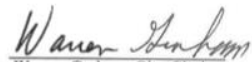
WHEREAS, The floodplain management plan will be revised in July 2018.

The City of DeBary considers the floodplain management plan to be of utmost importance to Volusia County and the City of DeBary, and supports the floodplain management plan planning process.

ADOPTED the 18th day of July, 2018.

CITY COUNCIL
CITY OF DEBARY, FLORIDA

Bob Garcia, Mayor

ATTEST:


Warren Graham, City Clerk

DeLand – Resolution of Support

RESOLUTION NO. 2018 -54

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA SUPPORTING THE VOLUSIA INTERGRATED FLOODPLAIN MANAGEMENT PLAN; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, areas of the City of DeLand are vulnerable to the human and economic costs of natural, technological and societal disasters; and

WHEREAS, the City Commission of the City of DeLand recognizes the importance of developing projects and programs to reduce or eliminate those vulnerabilities for the overall good and welfare of the community; and

WHEREAS, proposed projects and programs have been incorporated into the current edition of the Volusia Integrated Floodplain Management Plan that has been prepared and issued for consideration and implementation by the communities and jurisdictions of Volusia County.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF DELAND, FLORIDA:

Section 1. The City of DeLand hereby accepts and approves of its designated portion of the Volusia Integrated Floodplain Management Plan.

Section 2. The City of DeLand accepts and endorses the mitigation goals and objectives established for the countywide plan.

Section 3. The agencies and organizations within the City of DeLand will, upon receipt of such funding or other necessary resources, seek to implement the proposals contained in the City's individual section of the strategy.

Section 4. This Resolution shall become effective immediately upon its adoption.

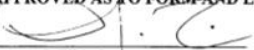
PASSED AND DULY ADOPTED this 16th day of July, 2018.

ATTEST:


Julie Hennessy
City Clerk-Auditor


Robert F. Apgar
Mayor-Commissioner

APPROVED AS TO FORM AND LEGALITY:


Darren J. Elkind
City Attorney



Edgewater – Resolution of Support

RESOLUTION #2018-R-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWATER, FLORIDA; IN SUPPORT OF THE PLANNING PROCESS FOR THE DEVELOPMENT OF THE REVISED "VOLUSIA COUNTY & MUNICIPAL FLOODPLAIN MANAGEMENT PLAN", REPEALING RESOLUTIONS IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Coastal and riverine flooding are significant threats to the safety of residents of Volusia County and its municipalities: and,

WHEREAS, The National Flood Insurance Program (NFIP) provides federally supported flood insurance in communities that regulate development in floodplains: and

WHEREAS, The Community Rating System (CRS) grades the various community floodplain management programs and reduces flood insurance premiums in those communities that meet certain requirement: and

WHEREAS, In an effort to reduce the potential for personal/property losses in flood-prone areas and ensure the lowest possible flood insurance premiums for residents, Volusia County has contracted with East Central Florida Regional Planning Council to draft the revised floodplain management plan in alignment with CRS guidelines: and

WHEREAS, The East Central Florida Regional Planning Council is also required to integrate the floodplain management plan into the local mitigation strategy: and

WHEREAS, The floodplain management plan will be revised in July 2018.

NOW, THEREFORE, be it resolved by the City Council of the City of Edgewater, Florida as follows:

1

2018-R-12

Section 1. The City of Edgewater considers the floodplain management plan to be of utmost importance to Volusia County and the City of Edgewater, and supports the floodplain management plan planning process.

Section 2. If any section, subsection, sentence, clause, phrase, or portion of this Resolution, or application hereof, is for any reason held invalid or unconstitutional by any Court, such portion or application shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions or applications hereof.

Section 3. All resolutions or parts of resolutions in conflict herewith be and the same are hereby repealed.

Section 4. This resolution shall take effect immediately upon its adoption.

THIS SECTION INTENTIONALLY LEFT BLANK

2

2018-R-12

Section 5. After a motion to approve by Councilman Blazi with second by Councilwoman Power, the vote on this resolution was as follows:

	AYE	NAY
Mayor Michael Ignasiak	☒	☐
Councilwoman Christine Power	☒	☐
Councilwoman Amy Vogt	☒	☐
Councilman Dan Blazi	☒	☐
Councilman Gary Conroy	☒	☐

PASSED, APPROVED AND ADOPTED this 16th day of July, 2018.

ATTEST:

Robin Matusick
Robin Matusick
City Clerk/Paralegal

**CITY COUNCIL OF THE
CITY OF EDGEWATER, FLORIDA**

By: Michael Ignasiak
Michael Ignasiak
Mayor

For the use and reliance only by the City of Edgewater, Florida. Approved as to form and legality by:
Aaron R. Wolfe, Esquire, City Attorney
Doran, Sims, Wolfe & Ciocchetti

Approved by the City Council of the City of Edgewater at a meeting held on this 16th day of July, 2018 under Item # 6j

3

2018-R-12







Oak Hill – Resolution of Support

RESOLUTION NO. 2018 - 06

A RESOLUTION OF THE CITY OF OAK HILL, VOLUSIA COUNTY, FLORIDA, IN SUPPORT OF THE PLANNING PROCESS FOR THE DEVELOPMENT OF THE REVISED "VOLUSIA COUNTY & MUNICIPALITY FLOODPLAIN MANAGEMENT PLAN"; PROVIDING FOR SEVERABILITY; REPEALING RESOLUTIONS IN CONFLICT HERewith AND ESTABLISHING FOR AN EFFECTIVE DATE.

WHEREAS, coastal and riverine flooding are significant threats to the safety of residents of Volusia County and its municipalities; and

WHEREAS, the National Flood Insurance Program (NFIP) provides federally supported flood insurance in communities that regulate development in floodplains; and

WHEREAS, the Community Rating System (CRS) grades the various community floodplain management programs and reduces flood insurance premiums in those communities that meet certain requirements; and

WHEREAS, in an effort to reduce the potential for personal/property losses in flood-prone areas and ensure the lowest possible flood insurance premiums for residents, Volusia County has contracted with East Central Florida Regional Planning Council to draft the revised floodplain management plan in alignment with the CRS guidelines; and

WHEREAS, the East Central Florida Regional Planning Council is also required to integrate the FMP into the local mitigation strategy; and

WHEREAS, the floodplain management plan will be completed in July of 2018; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OAK HILL, FLORIDA:

Section 1. The City Commission of the City of Oak Hill hereby considers the floodplain management plan to be of upmost importance to the City of Oak Hill and supports the floodplain management plan planning process.

Section 2. If any section, subsection, sentence, clause, phrase, or portion of this Resolution, or application hereof, is for any reason held invalid or unconstitutional by any Court, such

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

Section 4. This resolution shall take effect upon adoption.

It was moved by Commissioner Bittle and seconded by Commissioner Lindlau that said Resolution 2018 - 06, is passed on first reading. A roll call vote of the City Commission on said motion resulted as follows:

Mayor Gibson	<u>YES</u>
Vice Mayor Hyatt	<u>YES</u>
Commissioner Lindlau, Seat #2	<u>YES</u>
Commissioner Bittle, Seat #3	<u>YES</u>
Commissioner Bracy, Seat#4	<u>YES</u>

Passed upon first reading this 9th day of July, 2018.



Douglas A Gibson, Mayor

ATTEST:

Kohn Evans
City Clerk/Administrator

Approved as to form and legality for the use and reliance of the City of Oak Hill, Florida, only.


Scott E. Simpson, City Attorney



Ormond Beach – Resolution of Support (Page 1 of 2)

RESOLUTION NO. 2018-90

A RESOLUTION OF THE CITY OF ORMOND BEACH SUPPORTING THE PLANNING PROCESS TO UPDATE THE VOLUSIA COUNTY MULTI-JURISDICTIONAL LOCAL MITIGATION STRATEGY THROUGH THE DEVELOPMENT OF A REVISED INTEGRATED FLOODPLAIN MANAGEMENT PLAN, AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, areas of the City of Ormond Beach are vulnerable to coastal and riverine flooding that significantly threaten the safety of residents, and

WHEREAS, the National flood Insurance Program (NFIP) provides federally supported flood insurance in communities that regulate development in floodplains, and

WHEREAS, the Community Rating System (CRS) rewards communities that exceed the minimum requirements of the NFIP that help citizens prevent or reduce flood losses, and

WHEREAS, the City of Ormond Beach has been an active participant in *Volusia Prepares*, the Local Mitigation Strategy (LMS) working group, which has established comprehensive, coordinated planning process involving the County and its municipalities, as well as other public and private sector organizations, to eliminate or decrease these vulnerabilities, and

WHEREAS, in a continuing effort to reduce the potential for personal/property losses in flood-prone areas and ensure the lowest possible flood insurance premiums for residents, the City LMS representatives are working with Volusia County and the East Central Florida Regional Planning Council to draft a revised Floodplain Management Plan in alignment with the Community Rating System (CRS) guidelines, and

WHEREAS, the East Central Florida Regional Planning Council is also required to integrate the FMP into the local mitigation strategy, and

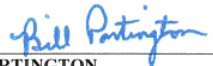
WHEREAS, it is anticipated that the Floodplain Management Plan will be completed in April of 2019, now therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The City Commission hereby considers the Floodplain Management Plan to be of utmost importance to the City of Ormond Beach and supports the planning process.

SECTION TWO. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 31st day of July, 2018.



BILL PARTINGTON
Mayor

ATTEST:



LISA DAHME
City Clerk

Ormond Beach – Resolution of Support (Page 2 of 2)



CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
Through: Joyce A. Shanahan, City Manager
From: Steven Spraker, Planning Director
Date: July 31, 2018
Subject: Support of Planning Process to Develop an Integrated FMP
Commission Goal: N/A

Introduction:

This is a Resolution for the City Commission's support of the planning process to update the Volusia County Multi-Jurisdictional Local Mitigation Strategy Integrated Floodplain Management Plan.

Background

In an effort to reduce the Nation's mounting natural disaster losses, the U.S. Congress passed the Disaster Mitigation Act of 2000 (DMA 2000). Section 322 of DMA 2000 emphasizes the need for state and local government entities to closely coordinate on mitigation planning activities, and makes the development of a hazard mitigation plan a specific eligibility requirement for any local government applying for federal mitigation grant funds. These funds include the Hazard Mitigation Grant Program (HMGP) and the Pre-Disaster Mitigation (PDM) program, both of which are administered by the Federal Emergency Management Agency (FEMA) under the Department of Homeland Security. Communities with an adopted and federally-approved hazard mitigation plan thereby become propositioned and are more apt to receive available mitigation funds before and after the next disaster strikes.

The Volusia County Multi-Jurisdictional Local Mitigation Plan was updated in 2013 by adopting the Floodplain Management Plan which integrated individual municipal Floodplain Management Plans. Every five years, the Floodplain Management Plan is required to be updated. For this reason, the County contracted with the East Central Florida Regional Planning Council to complete the update for 2018. The planning process for the update of the floodplain management plan is in accordance with the Community Rating System following steps:

Planning Process Steps

Organize to Prepare the Plan
Involve the Public
Coordinate with other Agencies
Re-Assess the Hazard
Re-Assess the Problem
Review the Goals
Revise Action Plan
Adopt the Revised Plan

Budget Impact:

There is no budget impact to the City of Ormond Beach.

Citizen Impact:

The City of Ormond Beach is a CRS community and is currently rated as a 6, which provides a 20% flood insurance discount to policy holders in a special flood hazard area. The City is able to receive additional points by participating in the planning process in the development of the Volusia County Integrated Floodplain Management Plan which solidifies the current CRS rating and flood insurance discounts to the residents and exceeds the state and federal guidelines.

Recommendation:

It is recommended that the City Commission approve the Resolution to support the planning process in the update of the Volusia County Integrated Floodplain Management Plan.

Attachments:

- 18-090A - VOLUSIA COUNTY SUPPORT INTEGRATED FLOODPLAIN MANAGEMENT PLAN PROCESS P18-0091G MT # 3594 (PDF)

REVIEWED BY:

Kelly McGuire, Finance Director 7/23/2018

Claire Whitley, Acting Assistant City Manager 7/23/2018

APPROVED BY:

Joyce A. Shanahan, City Manager 7/25/2018





Ponce Inlet Resolution to be Added Here







Appendix G Action Plan

LMS Flood Mitigation Initiatives



About the Action Plan

The Action Plan portion of the Floodplain Management Plan includes the active flood mitigation projects on the LMS Mitigation Initiatives spreadsheet. This listing is updated quarterly by the Volusia Prepares steering committee.

Completed and terminated projects have been removed from the project listing. In addition, projects that do not mitigate flood hazards have also been removed. Finally, projects that have gone past their originally scheduled "Completion Date" have a blank value within the "Completion Date" field.

The listing is effective July 2018 and includes updates from the June 2018 Volusia Prepares quarterly meeting. It is sorted by jurisdiction and project number.

Additional fields are included on the full project listing. For a complete project listing, please request a copy from the Volusia County Emergency Management office.

Project #	Priority	Jurisdiction	Responsible Organization	Mitigation Technique Category	Initiative	Funding	Estimated Cost	Completion Date	Status
VOL-0422		Daytona Beach	City of Daytona Beach	S	VOL-0422 Acquisition/Demolition of Repetitive Loss Structure	HMGP	\$1,975,155		Current
VOL-0423		Daytona Beach	City of Daytona Beach	S	VOL-0423 Acquisition/Demolition of Repetitive Loss Structure	HMGP FMA	\$2,028,000		Current
VOL-0425		Daytona Beach	City of Daytona Beach	S	VOL-0425 Acquisition/Demolition of Repetitive Loss Structure	HMGP FMA	\$2,153,500		Current
VOL-0432		Daytona Beach	City of Daytona Beach	S	VOL-0432 Acquisition/Demolition of repetitive loss structure	HMGP FMA	\$168,000		Current
VOL-0443		Daytona Beach	Public Works	P	VOL-0443 The city will be completing storm water mitigation along Orange Ave to reduce flooding in nearby critical facilities, repetitive loss properties and nearby neighborhoods and Historic Districts/Places	HMGP Local	\$20,000,000		Current
VOL-0446		Daytona Beach	City of Daytona Beach	S	VOL-0446 Acquisition and Demolition of repetitive loss structure: The residential structure on South Keech Street	HMGP FMA	\$55,547		Current
VOL-0044R		Daytona Beach	Utilities	S	VOL-0044 R B5/B6 Phase 2 - Nova Canal Drainage Basin	HMGP	\$8,000,000		Current
VOL-0165	H	Daytona Beach	Utilities	PP	VOL-0165 Stormwater/flood abatement	HMGP FMA	\$1,800,000		Current
VOL-0166	M	Daytona Beach	Utilities	PP	VOL-0166 A-5 barrier peninsula watershed Ocean Dunes Rd/Ocean	HMGP	TBD		Deferred
VOL-0168	M	Daytona Beach	Utilities	S	VOL-0168 B-3 Halifax River drainage basin-Wilder Outfall Study	HMGP FMA	\$1,400,000		Current
VOL-0413	H	Daytona Beach	Utilities	PP	RepLoss; Acquisition and Demolition.	HMGP FMA	\$110,000		Current
VOL-0418		Daytona Beach	Utilities	PP	VOL-0418 RepLoss; Acquisition and Demolition	HMGP FMA	\$229,800		Current
VOL-0288	H	DeBary	City of DeBary	S	VOL-0288 City of DeBary Emergency Outfall System	HMGP	\$4,669,590		Current
VOL-0346		DeBary	City of DeBary	PP	VOL-0346 Purchase 15 - 800 MHz radios	HMGP	TBD		Deferred
VOL-0347	L	DeBary	City of DeBary	ES	VOL-0347 Programmable message boards/trailers	HMGP	\$110,000		Current
VOL-0390	M	DeBary	City of DeBary	PE	VOL-0390 Community Information using an AM radio frequency EAS	HMGP	\$28,570		Current
VOL-0403	H	DeBary	City of DeBary	S	VOL-0403 Gravity Overflow Systems	HMGP	\$1,285,788		Current
VOL-0404	H	DeBary	City of DeBary	S	VOL-0404 East Side Flood Management System Upgrade	HMGP	\$2,126,225		Current
VOL-0414		DeBary	City of DeBary	S	VOL-0414 Implementation of a storm sewer system to prevent yard, roadway and structural flooding along Naranja Rd., 2nd street West and Alicante Rd., within the Plantation Estates Subdivision.	HMGP	\$220,856		Current
VOL-0415		DeBary	City of DeBary	S	VOL-0415 300 May Place Acquisition and Demolition Project	HMGP FMA	\$389,585		Current
VOL-0445		DeBary	Pegasus Eng., LLC	P	VOL-0445 Implementation of a storm sewer system to prevent yard, roadway and structural flooding along Shell Rd	HMGP FMA	\$147,673		Current
VOL-0002	H	DeLand	Public Works	S	VOL-0002 Construct a stormwater pumping station and force main	HMGP	TBD		Current
VOL-0053	H	DeLand	Public Services	ES	VOL-0053 Purchase/install emergency generator for Volusia County Fairgrounds	HMGP	\$70,000		Current
VOL-0054	H	DeLand	Public Services	ES	VOL-0054 Purchase/install emergency generator for Pistol Range Road	HMGP	\$70,000		Current
VOL-0241	H	DeLand	Public Services	S	VOL-0241 Acquisition and expansion of stormwater ponds	HMGP	\$4,220,000		Current
VOL-0242	H	DeLand	Public Services	S	VOL-0242 Raise head works and effluent pump station	HMGP	\$1,000,000		Current

Category	Prevention - P ----- Property Protection - PP ----- Structural - S ----- Emergency Services - ES ----- Public Education - PE ----- Non-Structural - NS
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Project #	Priority	Jurisdiction	Responsible Organization	Mitigation Technique Category	Initiative	Funding	Estimated Cost	Completion Date	Status
VOL-0349	H	DeLand	City of DeLand	PP	VOL-0349 Acquisition and expansion of stormwater for DeLand Middle	HMGP	TBD		Deferred
VOL-0351	H	DeLand	City of DeLand	PP	VOL-0351 Acquire flooded property along New Hampshire between Amelia Ave & Garfield	HMGP	\$500,000		Current
VOL-0510	28	DeLand	City of DeLand	PP NS ES	VOL-0510 Standby generator power for Sanborn Center which is used for meal prep for 1st responders in disaster	HMGP	\$110,424	Jan-21	Current
VOL-0073		Deltona	Public Works	S	VOL-0073 Lake level management program for Lake Theresa Basin lakes	HMGP	\$517,581		Current
VOL-0080		Deltona	Public Works	S	VOL-0080 Pump systems should either be enlarged or an emergency pump system set up	HMGP	\$48,620		Current
VOL-0081		Deltona	Public Works	S	VOL-0081 Provide a pumping system from the drainage retention area (DRA)	HMGP	\$127,565		Current
VOL-0082		Deltona	Public Works	S	VOL-0082 Culvert improvements for drainage retention area	HMGP	\$77,696		Current
VOL-0083		Deltona	Public Works	S	VOL-0083 "Big Ditch" connection between Lake Mitnik and Lake Doyle	HMGP	\$100,000		Current
VOL-0084		Deltona	Public Works	S	VOL-0084 Outfall improvements for drainage retention area adjacent to Beechdale Drive	HMGP	\$1,000,000		Current
VOL-0085	M	Deltona	Public Works	S	VOL-0085 Outfall improvements for Pioneer Lake	HMGP	\$90,803		Current
VOL-0086	M	Deltona	Public Works	S	VOL-0086 Outfall improvements for Castle Lake	HMGP	\$209,911		Current
VOL-0087		Deltona	Public Works	S	VOL-0087 Outfall improvements for drainage retention area south of Elkcam Boulevard	HMGP	\$141,474		Current
VOL-0088		Deltona	Public Works	S	VOL-0088 Culvert improvements at Elkcam Boulevard	HMGP	\$158,674		Current
VOL-0089		Deltona	Public Works	S	VOL-0089 Culvert improvements at Humphrey BLVD	HMGP	\$84,749		Current
VOL-0090	M	Deltona	Public Works	S	VOL-0090 Culvert improvements at Enterprise-Osteen Road	HMGP	\$31,606		Current
VOL-0091		Deltona	Public Works	S	VOL-0091 Culvert improvement at Braddock Road	HMGP	\$43,906		Current
VOL-0092		Deltona	Public Works	S	VOL-0092 Culvert improvement at Brickell Drive	HMGP	\$34,309		Current
VOL-0093		Deltona	Public Works	S	VOL-0093 Culvert improvement at Harbor Drive	HMGP	\$29,372		Current
VOL-0094		Deltona	Public Works	S	VOL-0094 Culvert improvements for Enterprise-Osteen Road	HMGP	\$17,340		Current
VOL-0095		Deltona	Public Works	S	VOL-0095 Culvert improvements for Doyle Road	HMGP	\$30,574		Current
VOL-0283		Deltona	City of Deltona	P	VOL-0283 Tivoli/wheeling drainage project	HMPG	\$200,000		Current
VOL-0284		Deltona	City of Deltona	P	VOL-0284 Drainage project	HMPG	\$550,000		Current
VOL-0376	M	Deltona	Fire	PE	VOL-0376 Public Education Specialist	HMGP	\$45,000		Current
VOL-0406	M	Deltona	Public Works	S	VOL-0406 Lake Lapanocia Pump Station	HMGP	\$200,000		Current
VOL-0407	M	Deltona	Public Works	S	VOL-0407 Piedmont Pump Station	HMGP	\$150,000		Current
VOL-0408	M	Deltona	Public Works	S	VOL-0408 Kingsway/Lehigh Culvert	HMGP	\$200,000		Current
VOL-0409	M	Deltona	Public Works	S	VOL-0409 Tivoli & Wheeling Pump	HMGP	\$500,000		Current
VOL-0460		Deltona	Public Works		VOL-0460 Exmore Avenue Stormwater Improvements	HMGP	\$150,000		Current
VOL-0461		Deltona	Public Works		VOL-0461 Lamplighter Section Line Stormwater Improvements	HMGP FMA	\$415,000		Current
VOL-0463		Deltona	Public Works		VOL-0463 Montebello Avenue Stormwater Improvements	HMGP FMA	\$250,000		Current

Project #	Priority	Jurisdiction	Responsible Organization	Mitigation Technique Category	Initiative	Funding	Estimated Cost	Completion Date	Status
VOL-0464		Deltona	Public Works		VOL-0464 Picasso Avenue Stormwater Improvements	HMGP FMA	\$415,000		Current
VOL-0465		Deltona	Public Works		VOL-0465 Tune Avenue Stormwater Improvements	HMGP FMA	\$225,000		Current
VOL-0466		Deltona	Public Works		VOL-0466 Zinnia Avenue Stormwater Improvements	HMGP FMA	\$210,000		Current
VOL-0531	25	Deltona	City of Deltona	PP S ES	VOL-0531 Hardening Critical Facilities in Deltona: Station 64	Retrofit	\$68,468	Jan-21	Current
VOL-0532	25	Deltona	City of Deltona	PP S ES	VOL-0532 Hardening Critical Facilities in Deltona: Deltona Water	Retrofit	\$75,635	Jan-21	Current
VOL-0533	25	Deltona	City of Deltona	PP S ES	VOL-0533 Hardening Critical Facilities in Deltona: Public Works	Retrofit	\$116,714	Jan-21	Current
VOL-0066		Edgewater	Fire	PE	VOL-0066 Educate citizens about CEMP, by using CERT members.	HMGP	TBD		Current
VOL-0070	M	Edgewater	Fire	ES	VOL-0070 Purchase emergency back-up generator for the YMCA	HMGP	\$60,000		Current
VOL-0334R	M	Edgewater	Fire	PP	VOL-0334R Acquire repetitive loss home at Cheeta Drive	HMGP	\$241,810		Current
VOL-0424	21	Edgewater	City of Edgewater	ES	VOL-0424 Purchase two (2) portable 6" pumps	HMGP	\$84,244		Current
VOL-0485	24	Edgewater	Public Works	P PP S NS	VOL-485 - Generators for City of Edgewater lift stations (4)	HMGP	\$196,996	Jan-21	Current
VOL-0486	23	Edgewater	Public Works	NS ES	VOL-0486 Portable Generators - Traffic Signals (7)	HMGP	\$4,389	Jan-21	Current
VOL-0487	22	Edgewater	Public Works	NS ES	VOL-0487 - Edgewater Code House generator	HMGP	\$10,000	Jan-21	Current
VOL-0496	21	Edgewater	Public Works	NS ES	VOL-0496 - Edgewater City Hall generator - purchase & installation	HMGP	\$133,919	Jan-21	Current
VOL-0497	21	Edgewater	Public Works	NS ES	VOL-0497 - Water Treatment Plant/EOC Generator replacement	HMGP	\$350,000	Jan-21	Current
VOL-0498	20	Edgewater	Public Works	P PP S NS	VOL-0498 - Acquire & demolish repetitive flood loss home at 405 Hart Avenue	HMGP FMA	\$227,000	Jan-21	Current
VOL-0499	20	Edgewater	Public Works	P PP S	VOL-0499 - Menard May Park Erosion Project shoreline stabilization. Timber pier replacement, fishing pier lighting, & upland retaining wall.	HMGP	\$254,925	Jan-21	Current
VOL-0542	24	Edgewater	City of Edgewater	P PP S ES	VOL-0542 Improvement #1 to 50 lift stations in Edgewater	HMGP	\$150,000	Jan-21	Current
VOL-0543	24	Edgewater	City of Edgewater	P PP S ES	VOL-0543 Improvement #2 to 50 lift stations in Edgewater	HMGP	\$150,000	Jan-21	Current
VOL-0544	24	Edgewater	City of Edgewater	P PP S ES	VOL-0544 Improvement #3 to 50 lift stations in Edgewater	HMGP	\$150,000	Jan-21	Current
VOL-0475	40	FL Hospital	EM Coordinator	PP ES	VOL-0475 Emergency power upgrade for hospital critical infrastructure sustainability during power outages at FL Hospital Memorial Medical	HMGP	\$2,400,000	Jan-21	Current
VOL-0476	40	FL Hospital	EM Coordinator	ES	VOL-0476 Emergency power upgrade for hospital critical infrastructure sustainability during power outages at FL Hospital Oceanside	HMGP	\$850,000	Jan-21	Current
VOL-0500	33	Halifax Health	Halifax Health	P PP S NS ES	VOL-0500 - Data Center hardening @ Daytona Beach campus	HMGP	\$2,000,000	Jan-21	Current
VOL-0502	34	Halifax Health	Halifax Health	P PP NS ES	VOL-0502 Replacement of 3 (1960 Diesel) Emergency power generators and transfer switches	HMGP	\$4,750,000	Jan-21	Current
VOL-0503	34	Halifax Health	Halifax Health	P PP NS ES	VOL-0503 Emergency power for HVAC equipment at Port Orange Hospital facility	HMGP	\$300,000	Jan-21	Current
VOL-0534	37	Halifax Health	Halifax Health	P PP	VOL-0534 Hardening of Hospice Critical Care Site at Port Orange Beach Care Center 2nd Floor	HMGP	\$277,500	Jan-21	Current
VOL-0535	37	Halifax Health	Halifax Health	P PP	VOL-0535 Hardening of Hospice Critical Care Site at Ormond Beach Care Center	HMGP	\$109,900	Jan-21	Current
VOL-0536	37	Halifax Health	Halifax Health	P PP	VOL-0536 Hardening of Hospice Critical Care Site at Southeast Volusia Care Center	HMGP	\$187,650	Jan-21	Current

Project #	Priority	Jurisdiction	Responsible Organization	Mitigation Technique Category	Initiative	Funding	Estimated Cost	Completion Date	Status
VOL-0537	37	Halifax Health	Halifax Health	P PP	VOL-0537 Hardening of Hospice Critical Care Site at West Volusia Care Center	HMGP	\$150,950	Jan-21	Current
VOL-0278	L	Holly Hill	City of Holly Hill	S	VOL-0278 Trailer mounted emergency pumps- Jursidiction requested to	HMGP	\$34,370		Current
VOL-0279	L	Holly Hill	Public Works	S	VOL-0279 State Avenue (6th - 8th St) Department Stormwater-	HMGP	\$76,000		Current
VOL-0280	L	Holly Hill	Public Works	S	VOL-0280 Tuscaloosa Street drainage Department improvements-	HMGP	\$98,000		Current
VOL-0281	L	Holly Hill	Public Works	S	VOL-0281 Eagle Drive and Peacock Rd Department Drainage	HMGP	\$100,000		Current
VOL-0282	L	Holly Hill	Public Works	S	VOL-0282 Espanola Ave Drainage Department Improvements-	HMGP	\$275,000		Current
VOL-0357	L	Holly Hill	City of Holly Hill	PP	VOL-0357 Cave Avenue Structure purchase- Jursidiction requested to	HMGP	\$55,000		Current
VOL-0457		Holly Hill	City of Holly Hill	PP	VOL-0457 Hurricane shutters and City Hall Annex	HMGP	\$12,000		Current
VOL-0474	21	Holly Hill	Public Works	PP	VOL-0474 Cordova Drainage Basin Improvements Phase I	HMGP	\$1,529,875	Jan-21	Current
VOL-0507	33	Holly Hill	City of Holly Hill	PP S	VOL-0507 Drainage improvements - installation of 29 duckbill valves along outfalls to Halifax River	HMGP	\$350,000	Jan-21	Current
VOL-0508	31	Holly Hill	City of Holly Hill	PP	VOL-0508 - Shutters for City Hall	HMGP	\$25,067	Jan-21	Current
VOL-0530	29	Holly Hill	Public Works	P	VOL-0530 Drainage Improvements South Espanola Avenue	HMGP	\$318,000	Jan-21	Current
VOL-0545	29	Holly Hill	City of Holly Hill	P ES NS	VOL-0545 Generator for Sica Hall	HMGP	\$70,000	Jan-21	Current
VOL-0553		Holly Hill	City of Holly Hill	S	VOL-0553 Refurbishment of Lift Station # 9	TBD	TBD	TBD	TBD
VOL-0554		Holly Hill	City of Holly Hill	S	VOL-0554 Refurbishment of Lift Station # 19	TBD	TBD	TBD	TBD
VOL-0555		Holly Hill	City of Holly Hill	S	VOL-0555 Refurbishment of Lift Station # 21	TBD	TBD	TBD	TBD
VOL-0504	21	Lake Helen	City of Lake Helen	PP NS	VOL-0504 City of Lake Helen Virginia Drive Sub-base stabilization and repaving.	HMGP	\$229,830	Jan-21	Current
VOL-0505	24	Lake Helen	City of Lake Helen	NS	VOL-0505 City of Lake Helen Ohio stormwater culvert	HMGP	\$90,000	Jan-21	Current
VOL-0506	27	Lake Helen	City of Lake Helen	PP	City of Lake Helen Police Dept/EOC flood and wind prevention by sealing for water and protecting doors & windows	HMGP	\$41,175	Jan-21	Current
VOL-0520	20	Lake Helen	City of Lake Helen	ES	VOL-0520 City of Lake Helen Pre-Disaster Mitigation Proposal	HMGP	\$21,161	Jan-21	Current
VOL-0103R	L	New Smyrna	Fire Service	ES	VOL-0103R Relocate and replace Fire Department Station #50 (main	HMGP	\$2,000,000		Current
VOL-0386	M	New Smyrna Beach	City of NSB	PP	Vol-0386 Central Beachside Flood Mitigation Project Phase II	FEMA	\$1,808,000		Current
VOL-0410	M	New Smyrna Beach	City of NSB	S	VOL-0410 New Smyrna Beach Central Beachside Storm Water Management Project	HMGP	\$2,500,000		Current
VOL-0467		New Smyrna Beach	Fire Service		VOL-0467 Isleboro subdivison storm water management project, of building a retention pond.	HMGP	\$3,500,000		Current
VOL-0549	28	New Smyrna	City of NSB	P PP S	VOL-0549 Elevation of flood- prone homes	HMGP	\$4,802,280	Jan-21	Current
VOL-0550	28	New Smyrna	City of NSB	P PP S	VOL-0549 Elevation of flood- prone homes	HMGP	\$6,650,121	Jan-21	Current
VOL-0398	H	Orange City	City of Orange City	S	VOL-0398 Fawn Ridge Subdivision	HMGP	\$500,000		Current
VOL-0399	H	Orange City	City of Orange City	S	VOL-0399 Treemont Drainage Project	HMGP	\$500,000		Current
VOL-0451		Orange City	City of Orange City	PP	VOL-0451 Mill Lake & Pooser Pond Stormwater improvement. Install stormwater pump stations to prevent flooding.	HMGP	TBD		Current
VOL-0050	M	Ormond Beach	Public Works	S	VOL-0050 Drainage improvements to areas of "Old Ormond" (mainland)	HMGP	\$500,000		Current
VOL-0174		Ormond Beach	City of Ormond Beach	ES	VOL-0174 Purchase mobile command center for use during an	HMGP	\$100,000		Current
VOL-0387	M	Ormond Beach	City of Ormond Beach	S	Vol-0387 Thompson Creek Stormwater Department Improvement	HMGP	\$65,000		Current

Category	Prevention - P -----	Property Protection - PP -----	Structural - S -----	Emergency Services - ES -----	Public Education - PE -----	Non-Structural - NS
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Project #	Priority	Jurisdiction	Responsible Organization	Mitigation Technique Category	Initiative	Funding	Estimated Cost	Completion Date	Status
VOL-0435		Ormond Beach	City of Ormond Beach	PP	VOL-0435 This initiative is to acquire at risk structures in the Central Park area along Laurel Creek Thompson Creek and FP&L Ditch, including 2 repetitive Loss structures.	HMGP FMA	\$46,500,000		Current
VOL-0442		Ormond Beach	Emergency Mgmt.	PP	VOL-0442 Central Park Drainage Improvements - will provide flood mitigation benefits by acquisition of land and construction of control structure for discharge to Pond 4, as well as excavating a channel to connect Pond 3 & 4	HMGP FMA	\$293,000		Current
VOL-0452		Ormond Beach	City of Ormond Beach	S	VOL-0452 Flooding control pump on Fleming Ave, which will discharge into the Halifax River	HMGP	\$8,635,265		Current
VOL-0468		Ormond Beach	Engineering Division	P	VOL-0468 772 N Beach St. Convert property into a stormwater storage site to aid with the prevention of flooding.	FMA	\$188,000		Current
VOL-0472	33	Ormond Beach	Public Works	PP P	VOL-0472 Wilmette Avenue Stormwater Pump Station - install permanent pump station Laurel Creek	HMGP	\$254,754	Jan-21	Current
VOL-0473	33	Ormond Beach	Public Works	PP ES	VOL-0473 Ormond Beach Lift Station backup - purchase 4 pumps	HMGP	\$185,492	Jan-21	Current
VOL-0509	34	Ormond Beach	City of Ormond Beach	ES	VOL-0509 Ormond Beach Emergency Operations Center - build Community Center that will be used as EOC in disaster	HMGP	\$1,500,000	Jan-21	Current
VOL-0512	38	Ormond Beach	City of Ormond Beach	P PP NS	VOL-0512 Fleming Avenue Stormwater improvements	HMGP	\$500,000	Jan-21	Current
VOL-0521	39	Ormond Beach	City of Ormond Beach	P PP NS	VOL-0521 Woodrige Drive Drainage Improvements	HMGP	\$185,000	Jan-21	Current
VOL-0540	28	Ormond Beach	City of Ormond Beach	P PP S	VOL-0540 Elevate and retrofit flood damaged home- 520 W St. Ormond Beach, FL	HMGP	\$300,000	Jan-21	Current
VOL-0546	34	Ormond Beach	City of Ormond Beach	P PP ES	VOL-0546 Strickland Creek flood protection	HMGP	\$12,000,000	Jan-21	Current
VOL-0547	31	Ormond Beach	City of Ormond Beach	P PP	VOL-0547 Drainage improvements	HMGP	\$1,400,000	Jan-21	Current
VOL-0556		Ormond Beach	City of Ormond Beach	P PP S	VOL-0556 Elevation of Severe Repetitive Loss home: 89 N. St. Andrews		TBD		Current
VOL-0218		Pierson	Town of Pierson	P	VOL-0218 Secure water supply	HMGP	\$50,000	Jan-21	Current
VOL-0219		Pierson	Town of Pierson	ES	VOL-0219 Establish an Emergency Operations Center in Community	HMGP	\$225,000	Jan-21	Current
VOL-0221		Pierson	Town of Pierson	S	VOL-0221 Establish stormwater management maintenance program	HMGP	\$60,000	Jan-21	Current
VOL-0450		Pierson	Town of Pierson	ES	VOL-0450 Purchase and install emergency generator @ Pierson Town	HMGP	\$70,000	Jan-21	Current
VOL-0173	H	Ponce Inlet	Fire Service	ES	VOL-0173 Purchase the equipment necessary to equip a mobile command center	HMGP	\$50,000		Current
VOL-0419		Ponce Inlet	VC Emergency Mgmt.	S	VOL-0419 Install hurricane resistant windows & doors on Fire Station.	HMGP	\$44,000		Current
VOL-0420	H	Ponce Inlet	Town of Ponce Inlet	S	VOL-0420 Purchase 4" Pump for flood control	HMGP	\$44,000		Current
VOL-0130	M	Port Orange	City of Port Orange	PP	VOL-0130 Purchase Seabird Island; remove mobile homes, and convert	HMGP	TBD		Deferred
VOL-0158		Port Orange	City of Port Orange		VOL-0158 Retrofit old 175 kw generator into a portable unit that can be used anywhere	HMGP Local	\$30,000		Current
VOL-0160		Port Orange	City of Port Orange	P	VOL-0160 Install coquina rock to prevent erosion along Halifax River	HMGP	\$80,000		Current
VOL-0169R	M	Port Orange	City of Port Orange	ES	VOL-0169R Retrofit the Port Orange Cypress Head golf course banquet	HMGP	\$350,000		Current
VOL-0228	H	Port Orange	City of Port Orange	S	VOL-0228 Taylor Woods and S. Williamson Drainage retrofit	HMGP	\$750,000		Current
VOL-0229	H	Port Orange	City of Port Orange	S	VOL-0229 Taylor RD Drainage retrofit	HMGP	\$2,500,000		Current
VOL-0391	H	Port Orange	VC Emergency Mgmt.	S	VOL-0391 B-23 Canal Seawall Improvement	HMGP	\$2,800,000		Current

Category Prevention - **P** ----- Property Protection - **PP** ----- Structural - **S** ----- Emergency Services - **ES** ----- Public Education - **PE** ----- Non-Structural - **NS**

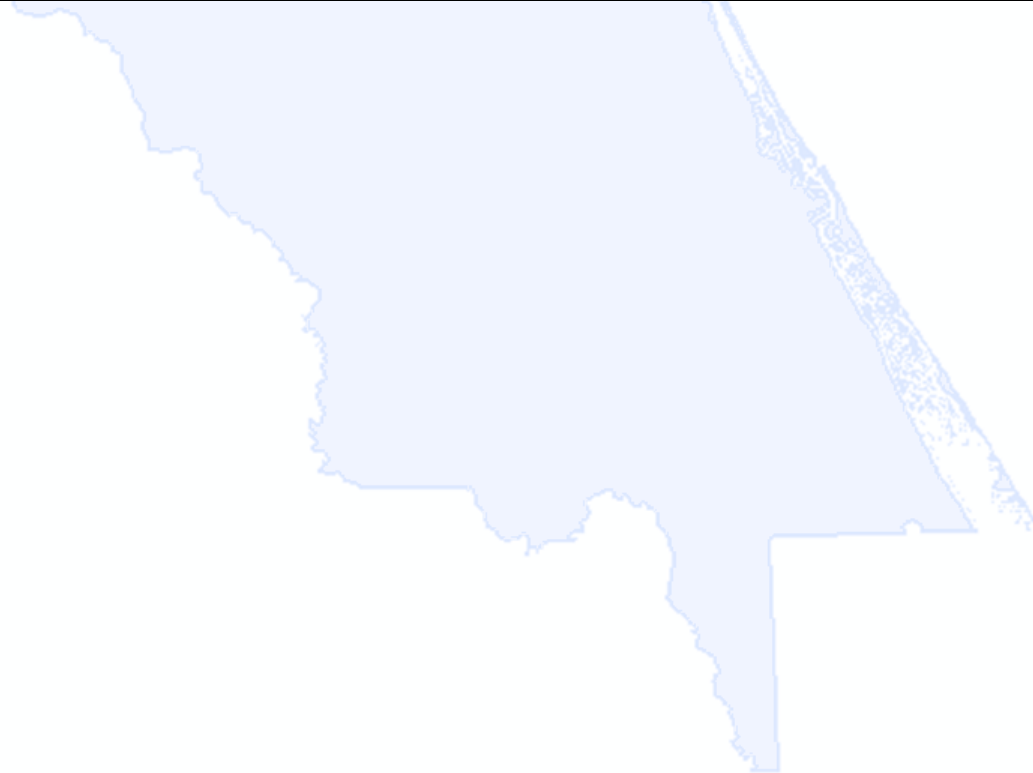
Project #	Priority	Jurisdiction	Responsible Organization	Mitigation Technique Category	Initiative	Funding	Estimated Cost	Completion Date	Status
VOL-0438		Port Orange	VC Emergency Mgmt.	P	VOL-0438 Halifax/ Nova Road Drainage - to utilize existing City of Port Orange property (Thompson), the intent is to construct a three acre stormwater pond to create capacity along the Halifax/Nova Road Canal which caused flood damage to 151 structures (residential and non-residential) in May 2009.	HMGP	\$2,000,000		Current
VOL-0439		Port Orange	VC Emergency Mgmt.	P	VOL-0439 The Intent of the project is to acquire the Summit Golf property	HMGP	\$1,000,000		Current
VOL-0440		Port Orange	VC Emergency Mgmt.	P	VOL-0440 Port Orange's intent is to mitigate flooding of Dunlawton Ave S.R> 421, a major evacuation route to I-95, by purchasing properties and installing retrofit drainage improvements.	HMGP	\$800,000		Current
VOL-0441		Port Orange	VC Emergency Mgmt.	PP	VOL-0441 Acquire properties identified at the end of Spruce Creek Road to install retrofit drainage improvements to mitigate flooding	HMGP	\$429,000		Current
VOL-0480	38	Port Orange	Public Works	P PP S	VOL-0480 White Place and Riverside Drive drainage improvements	HMGP	\$80,000	Jan-21	Current
VOL-0481	32	Port Orange	Public Works	P PP S	VOL-0481 Tumblebrook Drive (Sweetwater Hills) stormwater improvements (201409)	HMGP	\$131,000	Jan-21	Current
VOL-0482	34	Port Orange	Public Works	P PP S	VOL-0482 Southwinds Stormwater Pond Outfall Retrofit (201441)	HMGP	\$1,295,000	Jan-21	Current
VOL-0483	38	Port Orange	Public Works	P PP S	VOL-0483 Pipe replacement (201647) replace pipe with reinforced concrete pipe to improve stormwater conveyance to reduce potential	HMGP	\$5,000,000	Jan-21	Current
VOL-0484	39	Port Orange	Public Works	P PP S	VOL-0484 Storm drain pipe lining (180202)	HMGP	\$841,172	Jan-21	Current
VOL-0515	35	Port Orange	Public Works	ES	VOL-0515 Backup generators for Fire Stations 71 and Fire Station 73	HMGP	\$133,000	Jan-21	Current
VOL-0519	38	Port Orange	Public Works	P S PP	VOL-0519 Virginia and Monroe Street Drainage Improvement	HMGP	\$269,250	Jan-21	Current
VOL-0541	32	Port Orange	City of Port Orange	P PP NS	VOL-0541 Howes Street drainage improvements	HMGP	\$455,250	Jan-21	Current
VOL-0516	28	School Board	School Board	NS ES PE	VOL-0516 Provide emergency generators for 9 shelter locations	HMGP	\$540,000	Jan-21	Current
VOL-0517	28	School Board	School Board	NS ES PE	VOL-0517 Upgrade 6 shelter locations - provide emergency generator connections and air quality improvements	HMGP	\$258,000	Jan-21	Current
VOL-0518	28	School Board	School Board	NS ES PE	VOL-0518 Upgrade 3 shelter locations - provide emergency generators connections and air quality improvements	HMGP	\$129,000	Jan-21	Current
VOL-0389	H	South Daytona	City of South Daytona	PP	Vol-0389 South Daytona EOC/Public Works Facility	HMGP	\$6,200,000		Current
VOL-0447		South Daytona	City of South Daytona	S, PP	VOL-0447 Acquisition/Demolition of repetitive loss structure: The residential structure at South Carolina Street had two insured flood losses 9/16/2004 and 5/20/2009 for a combined insurance payout of 67,	HMGP FMA	\$57,913		Current
VOL-0453		South Daytona	City of South Daytona	P	VOL-0453 Purchase a vacant parcel of land & install a stormwater retention pond to help recent flooding .	HMGP	\$300,000		Current
VOL-0469		South Daytona	City of South Daytona	P	VOL-0469 construction of stormwater management system adjacent to City Hall. This will help emergency vehicles have more access to the road during minor storm events.	HMGP	\$340,000		Current
VOL-0511	33	South Daytona	City of South Daytona	ES	VOL-0511 permanent generator for the Piggotte Center - critical facility during disasters	HMGP	\$80,000	Jan-21	Current
VOL-0552	26	South Daytona	City of South Daytona	P PP S	VOL-0549 Elevation of flood- prone home	HMGP	\$1,169,000	Jan-21	Current
VOL-0023	M	Unincorporated	VC Emergency Mgmt.	P	VOL-0023 Develop and implement a Community Emergency Management Academy	HMGP	TBD		Deferred

Category Prevention - **P** ----- Property Protection - **PP** ----- Structural - **S** ----- Emergency Services - **ES** ----- Public Education - **PE** ----- Non-Structural - **NS**

Project #	Priority	Jurisdiction	Responsible Organization	Mitigation Technique Category	Initiative	Funding	Estimated Cost	Completion Date	Status
VOL-0026		Unincorporated	Private Agencies	PP	VOL-0026 Develop a countywide contractor licensing program	HMGP Local	\$15,000	Jan-21	Current
VOL-0027	M	Unincorporated	VOL2020 MP Subcommittee	PP/PE/P/S	VOL-0027 LMS Steering Committee support a home mitigation education & incentive program	HMGP	TBD	Jan-21	Current
VOL-0038		Unincorporated	VC Road & Bridge	S	VOL-0038 Replace Bridge #794010 (Taylor Road over B-19)	HMGP	\$250,000	Jan-21	Current
VOL-0045		Unincorporated	Private Agencies	PP	VOL-0045 Protect United Way Headquarters with generator & window protection	HMGP	\$43,000	Jan-21	Current
VOL-0115	H	Unincorporated	VC Fire Service	ES	VOL-0115 Replace existing Fire Station 23	HMGP	\$2,000,000	Jan-21	Current
VOL-0132		Unincorporated	Private Agencies	ES	VOL-0132 Fund CERV program	HMGP	TBD	Jan-21	Current
VOL-0153	H	Unincorporated	VC Fire Service	ES	VOL-0153 Construct a structural collapse training facility	HMGP	TBD	Jan-21	Current
VOL-0154	H	Unincorporated	VC Fire Service	ES	VOL-0154 Purchase specialized rescue equipment	HMGP	TBD	Jan-21	Current
VOL-0181	M	Unincorporated	Private Agencies	S	VOL-0181 Infrastructure placement in Tomoka Estates Subdivision	HMGP	\$1,230,848	Jan-21	Current
VOL-0198	M	Unincorporated	VC Sheriff Dept.	ES	VOL-0198 Updated 09/10/08 Construct a hardened, centralized evidence	HMGP	\$412,000	Jan-21	Current
VOL-0201	L	Unincorporated	VC Emergency Mgmt.	PP	VOL-0201 Increase the base flood elevation requirement	Local	TBD		Deferred
VOL-0204	M	Unincorporated	VC Emergency Mgmt.	ES	VOL-0204 Integrate and expand the existing CERT programs	HMGP	\$135,000	Jan-21	Current
VOL-0255	M	Unincorporated	Public Works	PP	VOL-0255 Volusia County Public Works Service Center	HMGP	\$500,000	Jan-21	Current
VOL-0265		Unincorporated	VC Env. Management	NRP	VOL-0265 Habitat Stabilization/Revegetation Project	HMGP	TBD		Deferred
VOL-0266		Unincorporated	VC Env. Management	PP	VOL-0266 Shoreline Erosion Control and Restoration Project	HMGP	TBD		Deferred
VOL-0267	M	Unincorporated	VC Emergency Mgmt.	PP	VOL-0267 Stone Island Flood Mitigation Project	HMGP	\$5,000,000	Jan-21	Current
VOL-0268	M	Unincorporated	VC Emergency Mgmt.	PP	VOL-0268 Tomoka Estates Flood Mitigation Project	HMGP	\$10,000,000	Jan-21	Current
VOL-0270	H	Unincorporated	VC Fire Service	ES	VOL-0270 Emergency Power for 4 County Fire Stations	HMGP	\$80,000	Jan-21	Current
VOL-0271	H	Unincorporated	VC Fire Service	ES	VOL-0271 Training Facility Improvements	HMGP	\$3,000,000	Jan-21	Current
VOL-0274	H	Unincorporated	VC Fire Service	ES	VOL-0274 Weather Stations for 22 Fire Stations	HMGP	\$11,000	Jan-21	Current
VOL-0290	H	Unincorporated	VC Fire Service	ES	VOL-0290 Replace Fire Station 43 in Seville	HMGP	\$2,000,000	Jan-21	Current
VOL-0291	H	Unincorporated	VC Fire Service	ES	VOL-0291 Replace Fire Station 13 in Ormond Beach	HMGP	\$2,000,000	Jan-21	Current
VOL-0292	H	Unincorporated	VC Fire Service	ES	VOL-0292 Replace Fire Station 15 in Daytona Beach	HMGP	\$2,000,000	Jan-21	Current
VOL-0293	H	Unincorporated	VC Fire Service	ES	VOL-0293 Replace Fire Station 41 in DeLeon Springs	HMGP	\$2,000,000	Jan-21	Current
VOL-0294	H	Unincorporated	VC Fire Service	ES	VOL-0294 Replace Fire Station 32 in DeLand	HMGP	\$2,000,000	Jan-21	Current
VOL-0320	M	Unincorporated	VC Emergency Mgmt.	PP	VOL-0320 DEMO/REBUILD REPETITIVE LOSS HOME AT 1633 SPRING GARDEN DRIVE ASTOR	HMGP	TBD		Deferred
VOL-0321R	M	Unincorporated	VC Emergency Mgmt.	PP	VOL-0321R Elevate & retrofit rep loss property at Stone Trail, Enterprise	HMGP	TBD		Deferred
VOL-0366	M	Unincorporated	VC Emergency Mgmt.	PE	VOL-0366 Understanding Volusia County's demographics to anticipate behavior & mitigate hazards	HMGP	TBD		Deferred
VOL-0368	M	Unincorporated	VC Emergency Mgmt.	PE	VOL-0368 Condominium mitigation video	HMGP	TBD		Deferred
VOL-0416		Unincorporated	VC Emergency Mgmt.	S	VOL-0416 Nova Canal Outfall Improvements	HMGP FMA	\$15,000,000	Jan-21	Current
VOL-0431		Unincorporated	VC Emergency Mgmt.	PP	VOL-0431 Acquire and Demolition 2 structures located at 1890 Pioneer TR, NSB	HMGP	TBD		Deferred
VOL-0514	32	Unincorporated	Public Works	P P P S	VOL-0514 Rio Way Regional Retention Pond	HMGP	\$3,000,000	Jan-21	Current
VOL-0522	28	Unincorporated	VC Emergency Mgmt.	P P P S	VOL-0522 1048 Shockney Drive Elevation & Retrofit	HMGP	\$368,900	Jan-21	Current

Category	Prevention - P ----- Property Protection - PP ----- Structural - S ----- Emergency Services - ES ----- Public Education - PE ----- Non-Structural - NS
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Project #	Priority	Jurisdiction	Responsible Organization	Mitigation Technique Category	Initiative	Funding	Estimated Cost	Completion Date	Status
VOL-0523	28	Unincorporated	VC Emergency Mgmt.	P P P S	VOL-0523 1013 Shockney Drive Elevation & Retrofit	HMGP	\$422,400	Jan-21	Current
VOL-0524	28	Unincorporated	VC Emergency Mgmt.	P P P S	VOL-0524 988 Shockney Drive Elevation & Retrofit	HMGP	\$384,300	Jan-21	Current
VOL-0525	28	Unincorporated	VC Emergency Mgmt.	P P P S	VOL-0525 356 Seminole Drive Elevation & Retrofit	HMGP	\$384,300	Jan-21	Current
VOL-0526	28	Unincorporated	VC Emergency Mgmt.	P P P S	VOL-0526 Cherokee Road Elevation & Retrofit	HMGP	\$379,800	Jan-21	Current
VOL-0527	28	Unincorporated	VC Emergency Mgmt.	P P P S	VOL-0527190 Flamingo Drive Elevation & Retrofit	HMGP	\$411,050	Jan-21	Current
VOL-0528	28	Unincorporated	VC Emergency Mgmt.	P P P S	VOL-0528 241 Cherokee Road Elevation & Retrofit	HMGP	\$377,500	Jan-21	Current
VOL-0529	28	Unincorporated	VC Emergency Mgmt.	P P P S	VOL-0529 1052 Shockney Drive Elevation & Retrofit	HMGP	\$382,650	Jan-21	Current



Appendix H

Public Comment on Draft Plan



Overview

Public comment consisted of two portions:

1. Planning Meeting Comments on Draft Plan

Public Comment received during the two planning meetings. Summaries of the topics of discussion and input received are located within this section in bullet point format.

2. Email Comments on Draft Plan

A public comment process was advertised online and during the public meetings. The public comment period allowed residents to comment on the draft plan and lasted through July 2018. No comments were received as part of this process.

Public Comment Notes – Public Meetings

Questions from the public on administrative and process issues are not included below.

June 15th Public Meeting

- *6/15, Suze Peace and Fred Peace:* The County needs to look into the potential impacts of sea level rise on future flooding conditions.
- *6/15, Suze Peace and Fred Peace:* The impact of interstate-4 and other transportation projects has decreased water quality in the DeBary area. Water quality should be addressed in the plan.
- *6/15, Suze Peace and Fred Peace:* The impacts of development on the size of the floodplain should be addressed
- *6/15, Suze Peace and Fred Peace:* Discussed regulations on development in flood-prone areas, and went into detail in discussing the importance of retention pond TMDL limits. The project team explained the county policy for retention ponds on each side of the County.
- *6/15, Suze Peace and Fred Peace:* Discussion of the CRS point system, origins of the “integrated” plan, benefits to the community (financial, etc.)

June 18th Public Meeting

- *6/18, Michaela Harbour and Donald Roman:* Bethune Point is a repeat flood hazard area; it is suggested that the project team add this to the frequent flooding locations map within the FMP.
- *6/18, Donald Roman:* Inquired about the process of debris removal and plans that communicate with the FMP to meet the needs of the County. Mr. Roman emphasized the importance of quick debris removal and the slow response time during the 2017 Hurricane season.
- *6/18, Donald Roman:* It will be important to monitor sea level rise in real time to gauge the accuracy of predictions that have been made.
- *6/18, Donald Roman and Michaela Harbour:* Residents informed the project team that a number of residents on the lagoon experience vastly different flooding effects depending on the direction of the storm. These people may need more in-depth instructions on how to deal with variabilities in the effects of wind direction.
- *6/18, Donald Roman:* Inquired about the potential cause of sea level rise being subsidence due to development along Florida's coastline. Inquired about the root causes and how the plan will deal with these questions
- *6/18, Donald Roman:* Inquired about how, if development is inevitable, the County will stop future development from occurring in flood-prone areas. Mr. Roman has expressed an interest that these issues be addressed in the plan.
- *6/18, Donald Roman:* Mr. Roman asks about the Action Plan and the types of projects that are covered.

Appendix I

Resolutions of Adoption







































CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 11/13/2018

Consent item: Yes

SUBJECT: (B9) Approval of FY18 Write-offs of Miscellaneous Receivables (MR) from the Code Enforcement Lien Reduction Program

DEPARTMENT: Finance

GOAL:

RECOMMENDED MOTION: Move to approve the write-offs listed in the attachment and authorize the Finance Director to adjust accounts accordingly.

SUMMARY: Finance is requesting approval to write-off the remaining balances on the code enforcement liens listed below. Each property owner applied to the City's Lien Reduction Program for code enforcement liens, set forth in Section 2-226, Code of Ordinances. After review to ensure the criteria set forth in the Code of Ordinances has been met, the City approved the reduced amount. Each property owner timely paid the required amount and the liens have been released or are in the process of being released. Finance requests write-off of the difference between the amount paid and the original outstanding lien amount. The following remaining balance on the liens are requested for write-off:

Case #17-1154 for 705 Herbert Street (Cust.#3041) in the amount of \$26,707.26

*Case #14-2060 for 5249 Sydney Street (Cust #2822) in the amount of \$11,536.11

*Case #16-1033 for 1353 Dexter Road (Cust #2974) in the amount of \$1,694.08

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Bad Debt Write-Off as of 9-30-18 for 11-13-18 CC Mtg	Bad Debt Write-Off as of 9-30-18 for 11-13-18 CC Mtg.pdf
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Lisa Pallante
Tracey Riehm
Shannon Balmer
Jake Johansson
Robin Fenwick

Created/Initiated - 10/12/2018
Approved - 10/29/2018
Approved - 11/02/2018
Approved - 11/05/2018
Final Approval - 11/07/2018

Proposed Miscellaneous Receivable Write-off pursuant SOP# COPO G&A 105, Section 5.4 & Florida Statute of Limitations 95.11

Line #	Type	Address	Account Number	Name	Lien Date	Lien Amount	Penalties as of 09/30/2018	Less Payments to Date	Total Balance Proposed for Write Off	Reason for Write Off
1	CODE ENFORCEMENT CASE # 17-1154 BOOK: 7470 PAGE: 645	705 HERBERT ST	3041	THOMAS JONES (old owner) MERILSON CAPITAL TRUST (new owner)	11/8/2017	\$ 33,342.06	\$ 15.20	\$ (6,650.00)	\$ 26,707.26	Code Enforcement Lien Reduction Program Payment of 20% of Code Lien Fine Received 05/07/17 Release of Lien dated 05/11/2018
2	CODE ENFORCEMENT CASE # 14-2060 BOOK: 7075 PAGE: 684	5249 SYDNEY ST	2822	SCOTT BANTA (old owner) RUDOLPH HEIKO WORM (new owner)	1/14/2015	\$ 14,303.32	\$ 29.89	\$ (2,797.10)	\$ 11,536.11	Code Enforcement Lien Reduction Program Payment of 20% of Code Lien Fine Received 04/26/18 Release of Lien dated 05/11/2018
3	CODE ENFORCEMENT CASE # 16-1033 BOOK: 7318 PAGE: 3911	1353 E DEXTER RD.	2974	MITCHELL SCALA	10/26/2016	\$ 2,037.06	\$ 37.02	\$ (380.00)	\$ 1,694.08	Code Enforcement Lien Reduction Program Payment of 20% of Code Lien Fine Received 09/19/18 Release of Lien: Pending
								TOTAL:	\$ 39,937.45	



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 11/13/2018

Consent item: No

SUBJECT: (F12) First Reading - Ordinance No. 2018-30 - Small-Scale Future Land Use Amendment/1389 Reed Canal Road

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Ordinance No. 2018-30, to change the Future Land Use (FLU) designation for ±9.91 acres from Volusia County *Urban Low Intensity* (0.2-4 units/acre) to City of Port Orange *Urban Medium Density* (4-8 units/acre).

SUMMARY: Planning Commission Action (10/25/18): Recommended Approval

The proposed amendment is to change the Future Land Use (FLU) designation for ±9.91-acres from Volusia County *Urban Low Intensity* (ULI) (0.2 – 4 units/acre) to City of Port Orange *Urban Medium Density Residential* (4-8 units/acre). The subject property is located at 1389 Reed Canal Road, on the south side of Reed Canal Road, between Clyde Morris Boulevard and Atlantic High School.

If approved, the applicant intends to include the 9.91-acre subject property as part of an overall ±29.7-acre development site and rezone the 29.7-acre site to Planned Unit Development (PUD), to allow the construction of a multi-family development. Public facilities including roads, sewer, water, drainage, parks, and schools have been analyzed and have adequate capacity to accommodate the proposed amendment.

The staff report is attached for more detail.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Ordinance No. 2018-30 with exhibits	Ordinance 2018-30 body.pdf
2.	Staff Report	Staff Report_ New Port Apts_ FLUA.pdf

Penelope Cruz
Tim Burman

Created/Initiated - 10/25/2018
Approved - 10/25/2018

Shannon Balmer
Jake Johansson
Robin Fenwick

Approved - 11/01/2018
Approved - 11/02/2018
Final Approval - 11/02/2018

ORDINANCE NO. 2018-30

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, RELATING TO
COMPREHENSIVE PLANNING; AMENDING THE FUTURE
LAND USE MAP OF THE COMPREHENSIVE PLAN;
AMENDING THE FUTURE LAND USE DESIGNATION FOR
±9.91 ACRES FROM VOLUSIA COUNTY URBAN LOW
INTENSITY (0.2-4 UNITS/ACRE) TO CITY OF PORT
ORANGE URBAN MEDIUM DENSITY (4-8 UNITS/ACRE);
PROVIDING FOR CONFLICTING ORDINANCES,
SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, after careful review and a public hearing, the Planning Commission, sitting as the Local Planning Agency, has forwarded a recommendation to the City Council regarding this proposed amendment to the Comprehensive Plan for the City of Port Orange; and

WHEREAS, the proposed amendment to the Comprehensive Plan directly relates to small scale development activities as provided in Section 163.3187(1)(c), Florida Statutes; and

WHEREAS, the City Council of the City of Port Orange has received comments and proposals from the general public and held at least one public hearing with regard to the proposed amendment to the Comprehensive Plan; and

WHEREAS, the amendment to the Comprehensive Plan shall be submitted to the Volusia Growth Management Commission for a determination of consistency in accordance with Section 202.3 of the Charter of Volusia County, Florida; and

WHEREAS, the City Council hereby declares that the purpose and intent of the proposed amendment to the Comprehensive Plan is to guide future growth and development; encourage the most appropriate use of land, water, and other resources,

consistent with the public interest; promote and protect the public health, safety, comfort, good order, appearance, convenience, aesthetics, and general welfare; prevent the overcrowding of land and avoid undue concentration of population; provide adequate and efficient transportation, water, sewage, drainage, fire protection, parks, recreational facilities, housing, and other services, facilities and resources; and conserve and protect natural resources within the City, while protecting private property rights; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. For purposes herein, the term “Comprehensive Plan”, shall mean the Comprehensive Plan for the City of Port Orange, consisting of the two (2) volumes entitled “Comprehensive Plan City of Port Orange 2010-2025”, including Binder No. 1, consisting of ten (10) elements, including Future Land Use and Future Land Use Map; Transportation; Housing; Public Facilities; Public Schools Facilities; Coastal Zone Management; Conservation; Recreation and Open Space; Intergovernmental Coordination; and Capital Improvements, all as adopted by Ordinance No. 1999-43, as subsequently amended by Ordinances No. 1999-46, 1999-56, 1999-57, 2000-1, 2000-8, 2000-13, 2000-25, 2000-29, 2000-41, 2001-2, 2001-21, 2001-26, 2001-28, 2001-75, 2001-76, 2001-89, 2002-7, 2002-20, 2003-3, 2003-1, 2003-22, 2003-39, 2004-34, 2004-39, 2005-1, 2005-3, 2005-13, 2005-15, 2005-25, 2005-27, 2005-30, 2005-31, 2005-49, 2006-9, 2006-16, 2006-24, 2006-41, 2006-51, 2006-53, 2007-4, 2007-14, 2007-30, 2007-48, 2007-55, 2007-57, 2007-60, 2007-61, 2008-2, 2008-8, 2008-9, 2008-12, 2008-16, 2008-19, 2008-36, 2009-3, 2009-19, 2009-20, 2010-14, 2010-20, 2010-30,

2011-24, 2011-34, 2012-8, 2012-24, 2012,30, 2013-20, 2013-25, 2014-31, 2014-32, 2015-42, 2015-44, 2016-6, 2016-20, 2016-24, 2016-26, 2017-4, 2017-33, 2018-10, 2018-15, 2018-18, 2018-20, 2018-29 and this ordinance.

Section 2. The Future Land Use Map of the Comprehensive Plan is hereby amended from Volusia County Urban Low Intensity to City of Port Orange Urban Medium Density for the parcel of land as described in **Exhibit “A”** and as shown on the Map depicted in **Exhibit “B”**, attached hereto and by reference made a part hereof.

Section 3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

Section 4. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

Section 5. This ordinance shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the day of

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

Reviewed and Approved: _____
Shannon K. Balmer, Assistant City Attorney

LEGAL DESCRIPTION:

LOT 5

LOT 5, BENNETT SUBDIVISION OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 6, TOWNSHIP 16 SOUTH,
RANGE 33 EAST, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 6,
PAGE 11 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

CONTAINING 9.91 ACRES MORE OF LESS

LEGAL DESCRIPTION

**PARKER MYNCHENBERG
& ASSOCIATES, INC.**

PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
CERTIFICATE OF AUTHORIZATION NUMBER 06003910

EXHIBIT "A"

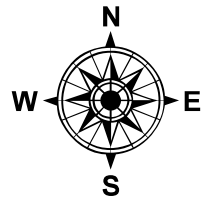
The map displays a residential neighborhood with various colored lots and streets. A yellow callout box labeled "Subject Property" points to a specific orange-colored lot. The map includes numerous street names such as Forest Branch Dr, Flor del Sol Dr, Calle Bonita Dr, Costa del Sol Rd, Country Rd, Valecrest Ln, Floral Springs Blvd, Red Sail Ln, Crystal Point Ln, Nantucket Island Dr, Beacon Hill Rd, Richel Dr, Clyde Morris Blvd, Southwinds Dr, Fairhaven Dr, Southwinds Blvd, Southwinds Ct, Whitehall Ct, Southwinds Dr, Monticello Ln, Autumn Trl, Sunshine Dr, Misty Ln, Blue Sky Dr, Blustery Dr, and Dove Ave. The map also shows a large orange-colored area on the right side and a large blue-colored area on the left side.

	Commercial		Public/Institutional		Urban High Density Residential
	Office Residential Transition		Suburban Residential		Urban Medium Density Residential
					Warehouse/Industrial



CITY OF PORT ORANGE

DEPARTMENT OF COMMUNITY DEVELOPMENT





STAFF REPORT

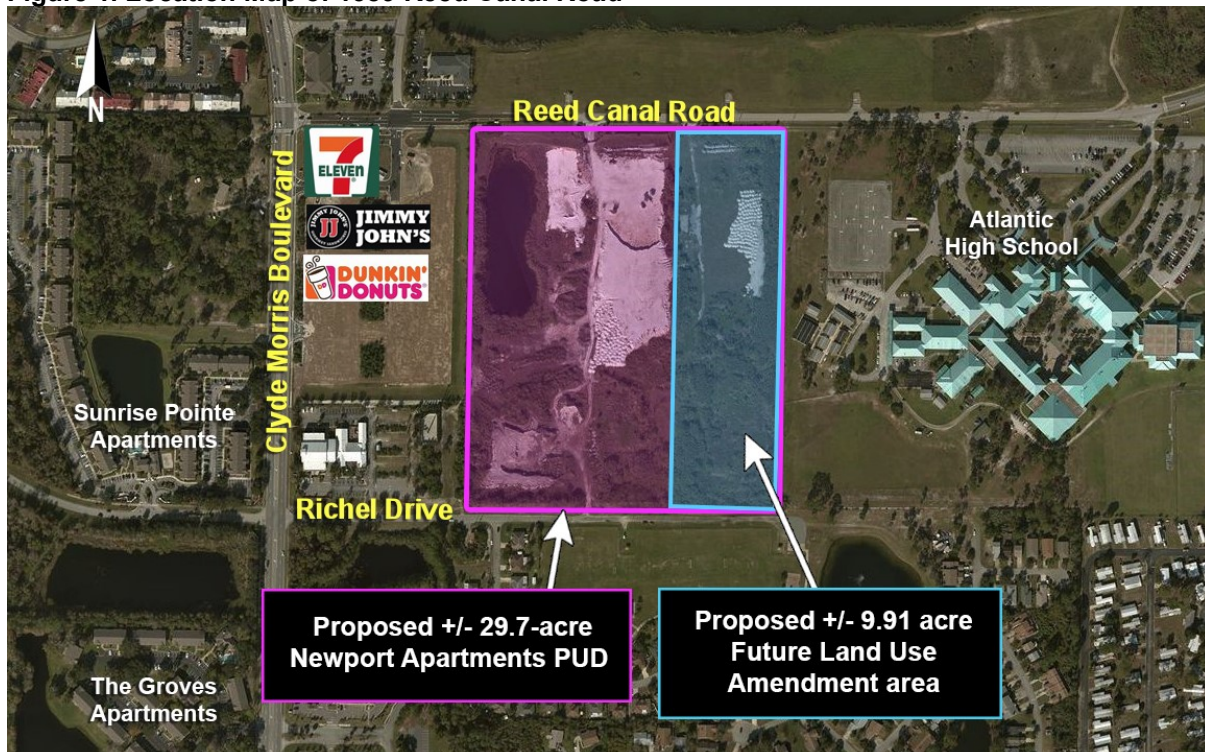
Small-Scale Comprehensive Plan Future Land Use
Amendment/1389 Reed Canal Rd. (New Port
Apartments)
CASE NO. 18-20000006

REQUEST:	Change the Comprehensive Plan Future Land Use (FLU) designation for ± 9.91 acres from <i>Volusia County Urban Low Intensity (0.2-4 units/acre)</i> to <i>City of Port Orange Urban Medium Density (4-8 units/acre)</i> .
LOCATION:	1389 Reed Canal Road (Figure 1 - Location Map)
APPLICANT/OWNER:	POA Development LLC
STAFF CONTACT:	Penelope Cruz, Planning Manager (386) 506-5671
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION:	October 25, 2018
CITY COUNCIL DATE:	November 13, 2018

INTRODUCTION

The applicant is requesting to change the Future Land Use (FLU) designation for a recently annexed ± 9.91 -acre parcel from Volusia County *Urban Low Intensity (ULI)* (0.2 – 4 units/acre) to City of Port Orange *Urban Medium Density Residential* (4-8 units/acre). If approved, the applicant intends to include the 9.91-acre subject property as part of an overall ± 29.7 -acre development site and rezone the 29.7-acre site to Planned Unit Development (PUD), to allow the construction of a multi-family development.

Figure 1. Location Map of 1389 Reed Canal Road



DISCUSSION

The following discussion will examine the proposed amendment, the impacts of the proposed amendment, and the existing environmental conditions.

PROPERTY OVERVIEW

The subject property is currently vacant with rock/concrete debris piles scattered throughout. The subject property was used as a construction and debris disposal facility until 1992.

The surrounding existing land uses, Future Land Use designations, and Zoning classifications are identified in Table 1. The current adopted and proposed FLU designation for the subject property and the current FLU designation of the adjacent properties is identified on Exhibit A. The current and proposed zoning classification of the subject property and adjacent properties is identified on Exhibit B.

Table 1. Surrounding Land Uses and Zoning

Direction	Existing Land Use	FLU Designation	Zoning District
North	offices; multi-family (Legacy at Crystal Lake Apartments)	Commercial; Office/Residential Transition; Urban Medium Density Residential	Crystal Lake PUD
South	Southwinds soccer fields; single-family	Urban Medium Density Residential	Southwinds PUD
East	Atlantic High School	Public/Institutional	Government/Public Use (GPU)
West	commercial; house of worship (Covenant United Methodist Church)	Commercial; Office/Residential Transition	Community Commercial (CC); Professional Office (PO)

PROPOSED AMENDMENT

The proposed amendment is to change the FLU designation for ±9.91-acres from Volusia County *Urban Low Intensity* (ULI) (0.2 – 4 units/acre) to City of Port Orange *Urban Medium Density Residential* (4-8 units/acre). The following tables identify the current adopted and proposed FLU designations by acreage (Table 2) and maximum allowable density and net change in density (Table 3).

Table 2. Current & Proposed Future Land Uses – Acreage by Category

	Current FLU (acres)	Proposed FLU (acres)	Net Change in FLU (acres)
Volusia County Urban Low Intensity (ULI) (0.2 – 4 units/acre)	9.91	0	- 9.91
City of Port Orange Urban Medium Density Residential (4-8 units/acre)	0	9.91	+9.91
TOTAL ACREAGE	9.91	0	0

Table 3. Current & Proposed Future Land Uses – Maximum Density/Intensity by Category

	Current FLU [Theoretical Maximum Dwelling Units]	Proposed FLU	Net Change in FLU
Volusia County Urban Low Intensity (ULI) (0.2 – 4 units/acre)	39	0	-39
City of Port Orange Urban Medium Density Residential (4-8 units/acre)	0	79	+79
TOTAL	39	79	+40

INFRASTRUCTURE IMPACT ASSESSMENT

In accordance with standard practice from the Florida Department of Economic Opportunity (DEO) and other review agencies, an impact comparison analysis of the proposed amendment has been completed based upon the theoretical maximum development potential under the currently adopted future land use designation versus the proposed designation. The following seven public facilities and services were examined (Table 4).

- | | |
|-------------------|------------------------|
| 1. Transportation | 5. Stormwater Drainage |
| 2. Sanitary Sewer | 6. Recreation |
| 3. Potable Water | 7. Schools |
| 4. Solid Waste | |

Table 4. Impact Analysis (Theoretical Max.)

Development Variable	Current Future Land Use	Proposed Future Land Use	Net Change
	Theoretical Maximum		
Dwelling Units	39	79	+40
P.M. Peak Hour Trips/Daily Trips ²	40/371	53/525	+13/+154
Sanitary Sewer (gallons/day) ³	6,240	12,640	+6,400
Potable Water (gallons/day) ⁴	7,020	14,220	+7,200
Solid Waste (lbs./day) ⁵	282	571	+289
Recreation/Open Space (acres/person) ⁷	0.6	1.2	+0.6

Notes:

- | | |
|-------------------------|--|
| 1. Population: | 2.25 persons per household (per 2010 Census) |
| 2. Transportation: | ITE Trip Generation Manual, 9th Edition: 1.02 PM peak hour trips per unit and 9.52 daily trips per unit, Single-family (210); 0.67 PM peak hour trips per unit and 6.65 daily trips per unit, apartments (220) |
| 3. Sanitary Sewer: | 160 gallons per day per Equivalent Residential Unit |
| 4. Potable Water: | 180 gallons per day per Equivalent Residential |
| 5. Solid Waste | 3.21 pounds per person per day |
| 6. Stormwater Drainage: | LOS standard = 25-year, 24-hour event. Drainage system is required to be designed to meet the requirements of the Land Development Code during subdivision or site plan review. |
| 7. Rec. & Open Space: | 7 acres/1,000 persons (0.007 acres/person) |

The proposed amendment results in increased impacts to public infrastructure and services based on the theoretical maximum impact analysis.

TRANSPORTATION

An increase in the number of daily trips and P.M. peak hour trips is a result of the proposed FLU amendment. Based on the Institute of Transportation Engineers (ITE) Trip Generation Manual, 10th Edition, the proposed *Suburban Residential* FLU designation could generate an additional ±13 P.M. peak hour trips and ±154 daily trips above the current FLU designation based on the theoretical maximum development of 79 units.

According to the latest traffic counts for the area, there is sufficient roadway capacity for the traffic that could be generated by the proposed development of the subject property.

Table 1. Roadway Capacity

Roadway Segment	Adopted Level-of-Service Standard	Maximum Capacity	Vehicles per Day	Remaining Capacity	Percentage of Roadway Capacity Used
Reed Canal Rd. (Nova Rd.-Clyde Morris Rd.)	E	13,640	7,050	6,590	51.69%
Clyde Morris Blvd. (N. City Limits to Madeline Ave.)	E	37,970	24,230	13,740	63.81%
Clyde Morris Blvd. (Madeline Ave. to Willow Run)	E	37,970	23,240	14,730	61.21%

Source: Volusia County 2017 Traffic Counts (most current available data)

No deficiencies have been identified on the existing and future roadway network in this area in the short term (2019) or the long-term (2030).

SANITARY SEWER

The City has available sewer capacity to accommodate the proposed land use change. The City's adopted level-of-service (LOS) standard for sanitary sewer is 160 gallons per day per Equivalent Residential Unit. Using this standard, the proposed FLU designation would generate a net increase of 6,400 gallons of waste water per day based on the theoretical maximum development analysis.

POTABLE WATER

The City has available well and Consumptive Use Permit (CUP) capacity to serve the proposed land use change (Exhibit C). The City's adopted LOS standard for potable water is 180 gallons per day per Equivalent Residential Unit. Using this standard, the proposed FLU designation would demand a net increase of 7,200 gallons of potable water per day based on the theoretical maximum development analysis.

SOLID WASTE COLLECTION

There is available capacity at the landfill to address the City's solid waste disposal needs. Solid waste generated within the City of Port Orange is delivered to the Volusia County landfill, a 3,000-acre Class I landfill with a projected life span to the year 2050. The City's adopted LOS standard for solid waste is 3.21 pounds per person per day. Using this standard, the proposed FLU designation would generate a net increase of 289 pounds per day of solid waste based on the theoretical maximum development analysis.

STORMWATER DRAINAGE

There is no anticipated impact to the City's drainage system from the proposed land use change. Stormwater management in the City of Port Orange deals with both quality and quantity. The City's adopted LOS standard for stormwater is the 25-year, 24-hour storm event. More specifically, the stormwater facilities must be capable of treating and conveying the runoff from such a storm without causing flooding of adjacent properties or polluting any receiving water bodies. In addition, the Comprehensive Plan and Land Development Code require that there be no net loss of stormwater retention function as a result of development. In other words, a given parcel must have the same ability to store and discharge water after development as it does before development occurs. Any future development of the property will be required to address stormwater retention on the property in accordance with these City standards.

RECREATION AND OPEN SPACE

According to the City's 2017 Concurrency Management Report, the City has an excess of 68 acres of parkland beyond the currently adopted level-of-service requirement for parkland. The proposed FLU designation would require no additional parkland. There is available capacity at existing park facilities to accommodate the proposed land use change.

SCHOOLS

The Volusia County School District reviewed the proposed FLU amendment for impacts to school capacity. The School District determined that there is adequate school capacity for the estimated students anticipated to be generated by the proposed FLU amendment (Exhibit D).

ENVIRONMENTAL CONDITIONS

According to the project engineer, there are no wetlands or surface waters, or critical habitats within the subject property. No listed species were observed on the property. No previously recorded cultural resources have been found on the property either. Any subsequent development will be required to comply with all federal, state, regional and local regulations pertaining to the protection and preservation of valuable environmental resources.

REVIEW CRITERIA AND STAFF FINDINGS

1. *Consistency with the City's Comprehensive Plan.*

Staff finding: The proposed FLU amendment is generally consistent with the pertinent Goals, Objectives, and Policies of the City's Comprehensive Plan. The proposed FLU designation is compatible with adjacent parcels. All public facilities have adequate capacity to accommodate the proposed amendment.

2. *Compatibility with land use designations for adjacent parcels and neighborhoods.*

Staff finding: The proposed FLU amendment is compatible with the adjacent properties. Compatibility is defined in the Comprehensive Plan as a condition in which dissimilar land uses can co-exist in relative proximity to one another in a stable fashion over time, such that neither use is unduly negatively impacted by the other. The subject property is adjacent to multi-family and office uses to the north, the Southwinds soccer fields and single-family homes to the south, vacant land zoned for multi-family and commercial uses to the west, and Atlantic High School to the east (see Table 1 – page 2).

3. *Impacts on public facilities/infrastructure/services.*

Staff finding: The proposed amendment results in increased impacts to public infrastructure, but all public facilities have adequate capacity to accommodate the proposed amendment.

4. *Whether the amendment increases the clearance time for evacuation of the population in the Hurricane Vulnerability Zone above twelve hours.*

Staff finding: The subject property is not located within the Hurricane Vulnerability Zone and will not have any negative impact the clearance time for evacuation of the population in the Hurricane Vulnerability Zone.

5. *Whether the amendment discourages the proliferation of urban sprawl.*

Staff finding: The proposed amendment will not encourage sprawl. The amendment area is adjacent to existing development, with access to existing infrastructure.

PUBLIC NOTICE

In July 2018, staff posted the property notifying the public of the proposed amendment. The proposed amendment has also been advertised in the *News-Journal* pursuant to Florida Statutes.

STAFF RECOMMENDATION

Staff recommends **approval** of the request to change the FLU designation of ±9.91 acres from Volusia County *Urban Low Intensity* (ULI) (0.2 – 4 units/acre) to City of Port Orange *Urban Medium Density Residential* (4-8 units/acre), and authorization for staff to send the amendment to the required review agencies.

ATTACHMENTS

- Exhibit A – Current and Proposed Future Land Use Map
- Exhibit B – Current and Proposed Zoning Map
- Exhibit C – SJRWMD Potable Water Availability Worksheet
- Exhibit D – School District Review Letter

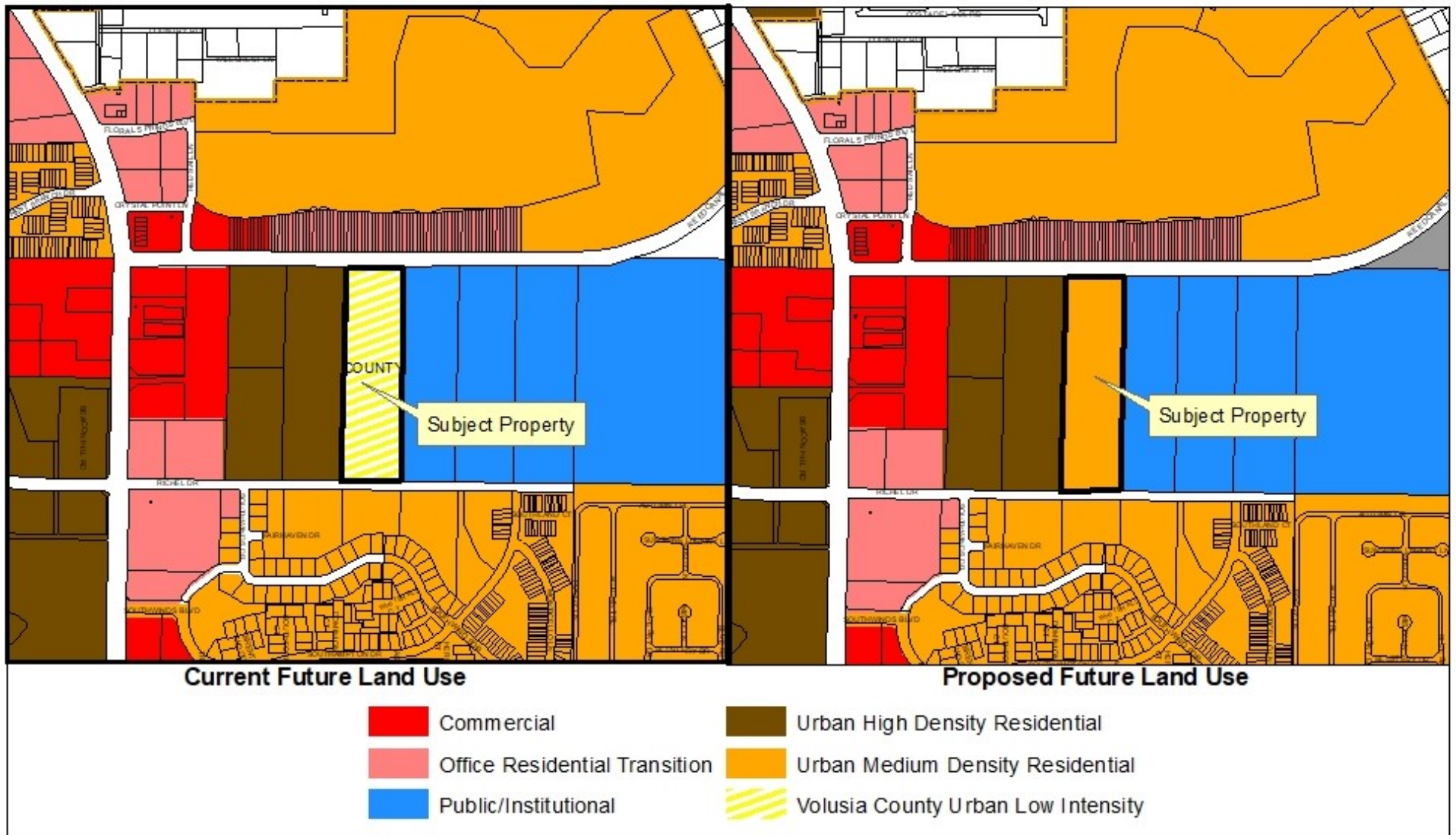
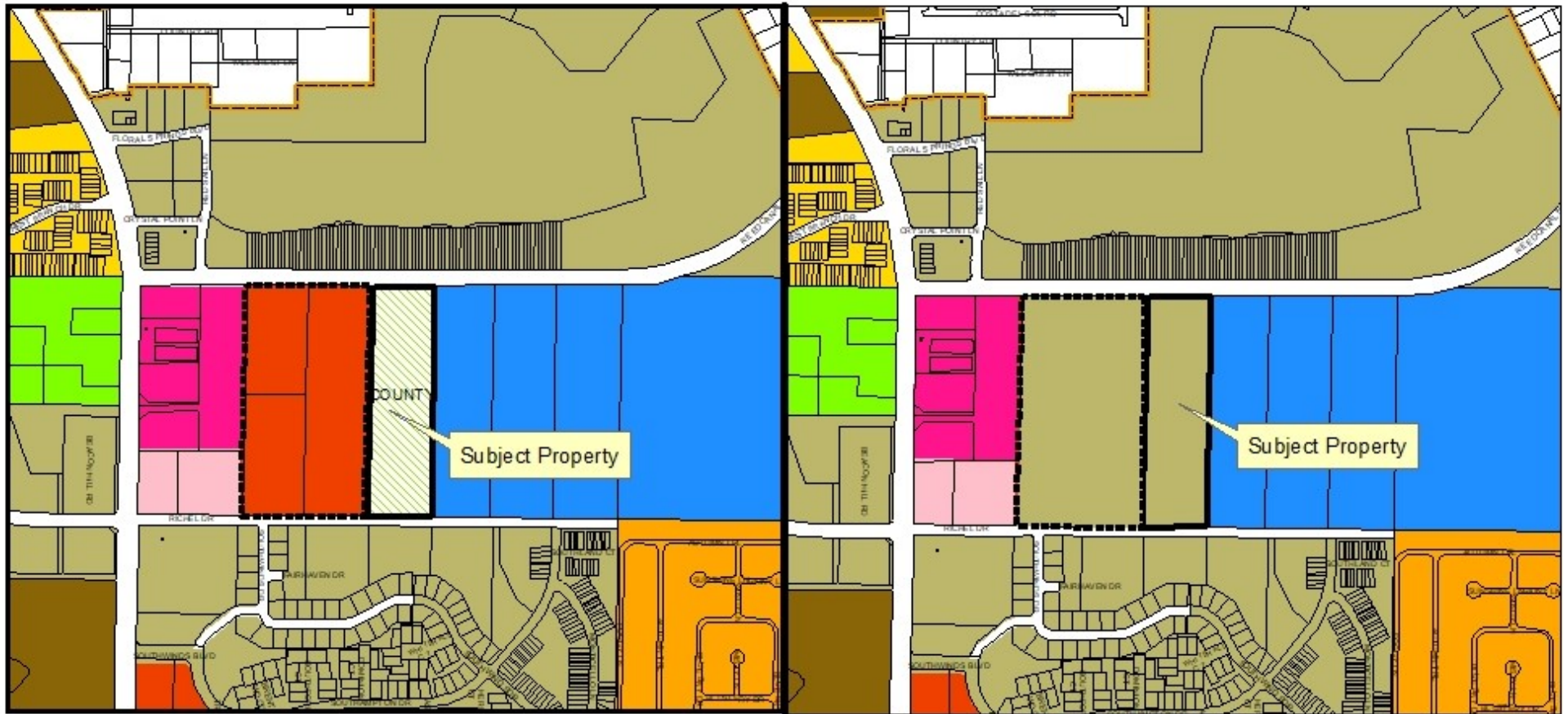


EXHIBIT A

CASE NO. 18-20000006

DEPARTMENT OF COMMUNITY DEVELOPMENT





Current Zoning

Proposed Zoning



EXHIBIT B

CASE NO. 18-20000006

DEPARTMENT OF COMMUNITY DEVELOPMENT





St. Johns River Water Management District Potable Water Availability Worksheet

This worksheet is for use by local governments submitting comprehensive plan amendments to determine the availability of potable water resources to serve proposed development. Instructions and St. Johns River Water Management District (SJRWMD) staff contact information are attached.

1. General Information

Date: October 2018 Case No. 18-20000006 (1389 Reed Canal Rd.)
 Contact name: Penelelope Cruz Phone: 386-506-5671 E-mail: pcruz@port-orange.org
 Local government: City of Port Orange
 Potable water supplier: City of Port Orange

2. Infrastructure Information

Water treatment plant permit number: 3641044 Permitting agency: FDEP
 Permitted capacity of the water treatment plant(s): 15 million gallons a day (mgd)
 Total design capacity of the water treatment plant(s): 15 mgd
 Are distribution lines available to serve the property? Yes ☒ No ☐
 If not, indicate how and when the lines will be provided: _____

 Are reuse distribution lines available to serve the property? Yes ☒ No ☐
 If not, indicate if, how and when the lines will be provided: _____

3. SJRWMD Consumptive Use Permit (CUP) Information

CUP number: 8595 Expiration date: 6/1/22
 Total CUP duration (years): 20
 CUP allocation in last year of permit: 8.97 MGD (annual average)
 Current status of CUP: In compliance ☒ Not in compliance ☐
 Allocations to other local governments: Ponce Inlet as a whole sale customer; Daytona Beach Shores & Volusia County are partially served as retail customers; No specific water usage amount has been recorded or agreed for these local governments
 Reserved capacity: 0.096 MGD (Based on a estimated 601 ELUs that are permitted but unbuilt at 180 GPD/ELU.) Total committed capacity built and unbuilt is 7.43 MGD - based on 46,434 ELUs at 180 GPD/ELU.

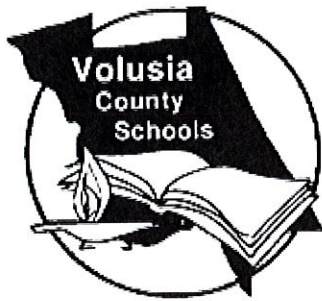
4. Consumptive Use Analysis

Designate mgd ☒ or mgy ☐

A. Current year CUP allocation:	<u>8.74</u>
B. Consumption in the previous calendar year:	<u>6.01</u>
C. Reserved capacity ☐ or growth projection ☒ (check the one used):	<u>0.18</u>
D. Projected consumption by proposed comprehensive plan amendment areas	<u>0.00</u>
E. Amount available for all other future uses (A - B - C - D = E):	<u>2.55</u>

If the amount in E is zero or a negative number, explain how potable water will be made available for future uses: Please note for "C" - the growth projection is based a historical growth rate of 0.15 MGD - 0.18 MGD calculated from monthly operating reports data (MORs, DEP form 17.1.122 (40)) of the City's Garnsey Water Plant.

This worksheet is available electronically at http://www.sjrwmd.com/programs/outreach/local_gov/



James T. Russell
Superintendent of Schools

FACILITIES SERVICES

3750 Olson Drive, Daytona Beach, Florida 32124
PHONE: 386/734-7190 FAX: 386/506-5056

Page 1 of 2

EXHIBIT D

School Board of Volusia County

Mrs. Linda Cuthbert, Chairman
Dr. John Hill, Vice-Chairman
Mrs. Melody Johnson
Mr. Carl Persis
Mrs. Ida D. Wright

School Adequate Capacity Determination Finding of Adequate Capacity Letter

24 September 2018

Mr. Steve R. Buswell P.E.
Parker Mynchenberg & Associates
1729 Ridgewood Ave.
Holly Hill, FL 32117

RE: New Port Apartments CPA and Land Use Change - City of Port Orange
School Capacity Case #18-09-11-001-A

Dear Mr. Buswell:

The County Charter requires any Comprehensive Plan Amendment or Rezoning allowing increased residential density be effective only when adequate public schools can be timely planned and constructed to serve the projected increase in student population. The district uses this requirement as the guiding principle behind the school adequate capacity review.

The School District has reviewed the information for the proposed Land Use change and Comprehensive Plan Amendment associated with a total of +/- 29.7 acres of property located on Reed Canal Road adjacent to Atlantic High School within the City of Port Orange. The proposed changes would result in an increase in density of 40 multi-family dwelling units, from the currently allowed density of 285 to a maximum of 325 units, however the proposed PD is requesting a total of 310 units.

The district uses county wide Student Generation Rates (SGRs) of (.104) for multi-family dwelling units. By applying the SGR to the use types in Table 1, we find the project could generate thirty-two (32) full time students.

Table 1

UNIT TYPE	SGR	UNIT COUNT	STUDENTS GENERATED
Single Family Dwelling Unit	.305	0	0
Multifamily Dwelling Unit	.104	310	32.2
	Total		32

New Port Apartments CPA and Land Use Change - City of Port Orange
24 September 2018

When performing adequate capacity review district staff evaluates the effects of the proposed change compared to any remaining permanent capacity within the impacted schools, up to 100%, Table 2. The projected increase in student population may be over 100% if there are plans to serve increased student population in that planning area within the long-term planning horizon. A finding of adequate capacity may be issued in either case.

Table 2

Schools	18/19 SY Enrollment	% of Permanent Capacity	Plans for capacity increase long-term	Students projected
Sugarmill Elementary	670	108%	N	14
Silver Sands Middle	1221	105%	N	8
Atlantic HS	1351	98%	N	10

Long term plans for the area include a new elementary school on land currently owned by the school board. At the middle school level program changes and rezoning attendance boundaries can be used to balance enrollments; therefore, the school district has no objections to the proposed PD.

All future development orders, such as site plans and subdivisions, are subject to school concurrency review. School concurrency will be evaluated at that time when the impact of development is specifically quantified and known. Only funded school improvements and then current capacity will be considered at that time. No Student Reservations have been made at this time.

Please note that the School Board has the right to adjust the attendance boundaries to balance the student enrollment populations at these area schools. Consequently, students generated from this project may not attend the current assigned schools.

If you should have additional questions please contact me at (386) 947-8786, extension 50810.

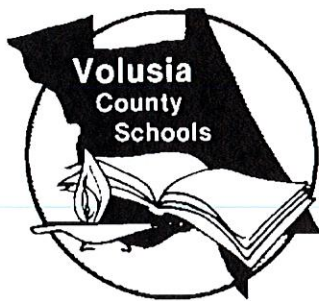
Sincerely,

Eric A. Kozielski 24 SEPT 2018

Eric A. Kozielski

Planning & GIS Specialist

Cc: James Russell, Superintendent of Schools
Penelope Cruz, City of Port Orange
Project File

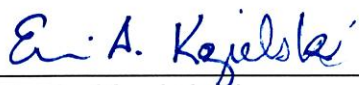


Finding of Adequate School Capacity **Volusia County School Board**

Project Information	
Project Name	New Port Apartments
VCSB Project #	#18-09-11-001-A
Jurisdiction Project#	
Parcel ID Numbers:	6306-01-00-0030; 6306-01-00-0031; 6306-01-00-0040; 6306-01-00-0050;
Project Location:	Reed Canal Road adjacent to Atlantic High School
Potential Residential Units:	310
Property Owner/Applicant:	Steve R. Buswell P.E., Parker Mynchenberg & Associates for POA Development LLC
Notes: Additional review will be required at time of subdivision/site plan submittal(s). No Student Reservations have been made.	

Based upon the Findings of Fact, pursuant to School Board Policy 612 and Section 206 of the County Charter, the school district has determined at this time that school capacity is adequate to serve the proposed increase in residential density. This Finding shall constitute competent substantial evidence that adequate public school capacity is likely to be available at the time it is required to serve the planned new development.

Capacity is not being reserved with this Finding unless otherwise noted on this document. This Finding of Adequate School Capacity allows this subject project to continue through the Comprehensive Plan Amendment and/or rezoning process; however, may be subject to additional school capacity review in the future.


Eric A. Kozielski,
Planning & GIS Specialist

24 SEPT 2018
Issue Date



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 11/13/2018

Consent item: No

SUBJECT: (F13) First Reading - Ordinance No. 2018-31 - PUD Rezoning and New Port Master Development Agreement and Conceptual Development Plan (Case No. 18-65000002)

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Ordinance No. 2018-31, to rezone ±29.7-acres from City of Port Orange Planned Commercial Development (PCD) and Volusia County Rural Agriculture (A-2) to City of Port Orange Planned Unit Development (PUD) and approval of the New Port Apartments Master Development Agreement (MDA) and Conceptual Development Plan (CDP).

SUMMARY: Planning Commission Action (10/25/18): Recommended Approval

The applicant requests to rezone ±29.7-acres from City of Port Orange Planned Commercial Development (PCD) and Volusia County Rural Agriculture (A-2) to City of Port Orange Planned Unit Development (PUD) and approval of the New Port Apartments Master Development Agreement (MDA) and Conceptual Development Plan (CDP). The subject property is located on the south side of Reed Canal Road, between Clyde Morris Boulevard and Atlantic High School.

If approved, the New Port Apartment MDA and the CDP will provide the regulatory framework for the development of the subject property with a maximum of 310 multi-family units. There are no deviations from the development regulations in the Land Development Code as part of the proposed New Port MDA. The applicant chose to rezone to Planned Unit Development (PUD) for flexibility in calculating gross density across the 29.7-acre development site.

The staff report is attached for more detail.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Ord. No. 2018-31 with exhibits	Ord 2018-31.pdf
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2.	Staff Report	CC Staff Report_Newport Apartments_PUD Rezoning_w exhibits.pdf
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Penelope Cruz	Created/Initiated - 10/25/2018
Tim Burman	Approved - 10/25/2018
Shannon Balmer	Approved - 11/01/2018
Jake Johansson	Approved - 11/02/2018
Robin Fenwick	Final Approval - 11/02/2018

ORDINANCE NO. 2018-31

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, REZONING PROPERTY CONSISTING OF APPROXIMATELY ±29.7 ACRES GENERALLY LOCATED ON THE SOUTH SIDE OF REED CANAL ROAD, BETWEEN CLYDE MORRIS BOULEVARD AND ATLANTIC HIGH SCHOOL FROM CITY OF PORT ORANGE PLANNED COMMERCIAL DEVELOPMENT (PCD) AND VOLUSIA COUNTY RURAL AGRICULTURE (A-2) TO PUD (PLANNED UNIT DEVELOPMENT) AND APPROVING A MASTER DEVELOPMENT AGREEMENT AND CONCEPTUAL DEVELOPMENT PLAN FOR THE NEW PORT APARTMENTS PUD; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the property owner has requested the rezoning of the property consisting of approximately ±29.7 acres from Planned Commercial Development (PCD) and Volusia County Rural Agriculture (A-2) to City of Port Orange Planned Unit Development (PUD); and

WHEREAS, the city and Developer desire to enter into the New Port Apartments Planned Unit Development A Residential PUD Master Development Agreement ("MDA") and Conceptual Development Plan ("CDP");

WHEREAS, Developer submitted a request to the Planning Commission to approve the MDA and CDP for New Port Apartments A Residential PUD; and

WHEREAS, a public hearing was held following public notice as prescribed by ordinance; and

WHEREAS, the Planning Commission has by a majority vote recommended approval of the proposed New Port Apartments Planned Unit Development A Residential PUD Master Development Agreement ("MDA") and Conceptual Development Plan ("CDP"); and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The City Council of the City of Port Orange does hereby rezone the property consisting of approximately ±29.7 acres located at south of Reed Canal Road between Clyde Morris and Atlantic High School, described in **Exhibit "1"**, attached hereto, from Planned Commercial Development (PCD) and Volusia County Rural Agriculture (A-2) to City of Port Orange Planned Unit Development (PUD).

Section 2. The City Council of the City of Port Orange does hereby approve, authorize and direct the revision of the City's Official Zoning Atlas classification as shown on **Exhibit "2"** attached hereto.

Section 3. The City Council of the City of Port Orange does hereby approve the New Port Apartments Planned Unit Development A Residential PUD Master Development Agreement ("MDA"), attached hereto as **Exhibit "3"**.

Section 4. The Mayor and City Manager are hereby authorized to execute said New Port Apartments Planned Unit Development A Residential PUD Master Development Agreement on behalf of the City of Port Orange.

Section 5. All ordinances or resolutions or parts of ordinances or resolutions in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

Section 6. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of 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. This ordinance shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the day of _____, 2018

Passed and adopted on second and final reading on the day of _____, 2018

Reviewed and Approved: _____
Shannon K. Balmer, Assistant City Attorney

EXHIBIT "1"

LEGAL DESCRIPTION:

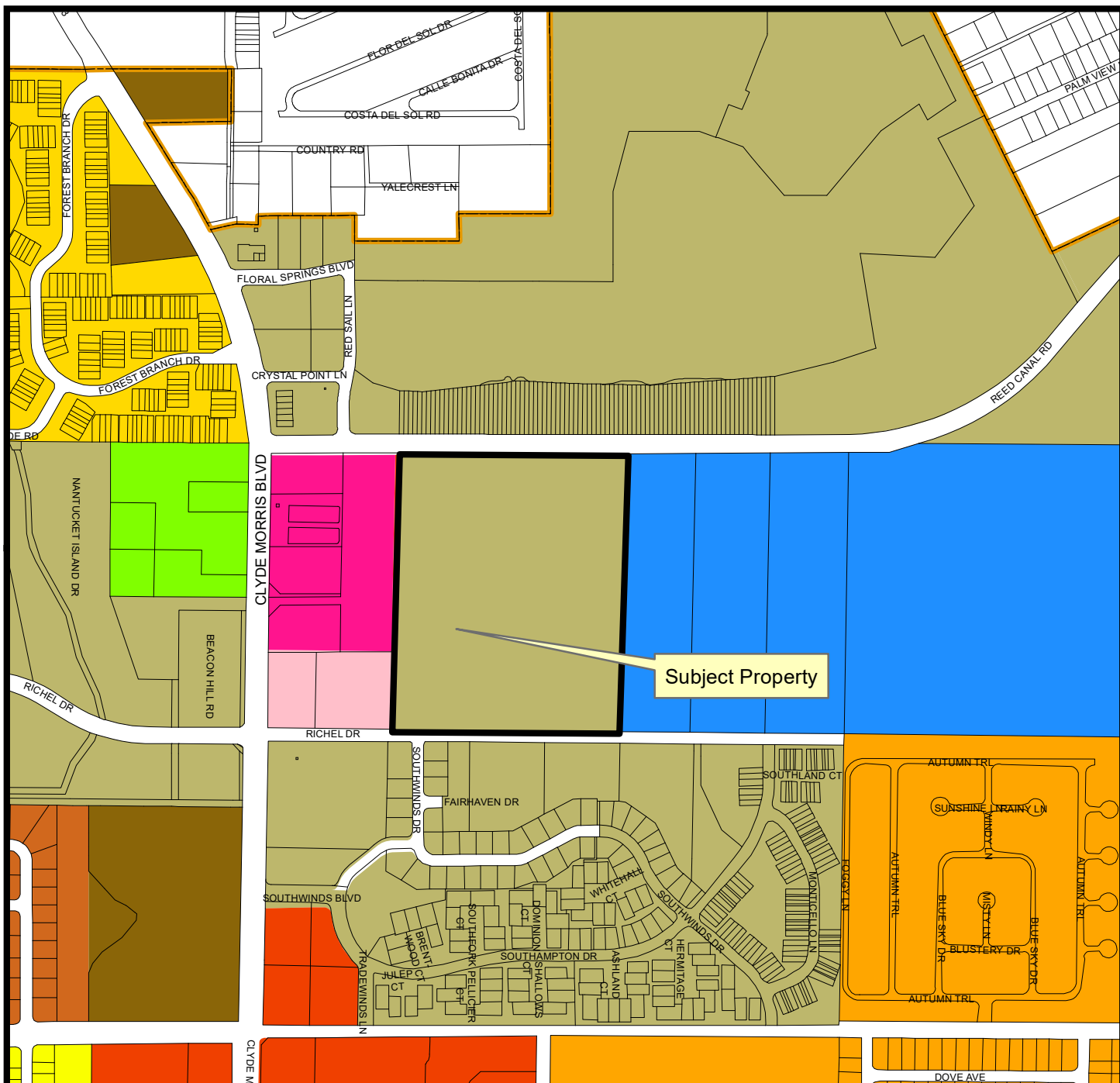
LOTS 3 AND 4

LOTS 3 AND 4, BENNETT SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 6, PAGE 11 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

LOT 5

LOT 5, BENNETT SUBDIVISION OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 6, TOWNSHIO 16 SOUTH, RANGE 33 EAST, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 6, PAGE 11 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

EXHIBIT "2"



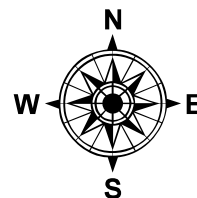
- | | | |
|--|---|---|
|  Agriculture |  Planned Unit Development |  R-3L Multi-Family Residential |
|  Community Commercial |  Professional Office |  R-3M Multi-Family Residential |
|  Government/Public Use |  R-2D Two Family Residential |  R-8SF Single Family Residential |
|  Planned Commercial Development |  R-3H Multi-Family Residential |  Residential Mobile Home |



Zoning Map
Case No. 18-65000002

CITY OF PORT ORANGE

DEPARTMENT OF COMMUNITY DEVELOPMENT





REVISED

**NEW PORT APARTMENTS PLANNED UNIT DEVELOPMENT
A RESIDENTIAL PUD
MASTER DEVELOPMENT AGREEMENT**

CITY OF PORT ORANGE, a Florida municipal corporation ("City"), and **POA DEVELOPMENT LLC** a Florida Limited Liability Company ("Developer"), hereby covenant and agree, and bind their successors and assigns as follows:

1. OWNERSHIP OF THE PROPERTY

This Planned Unit Development (PUD), commonly known as "NEW PORT APARTMENTS", involves approximately ±29.7 acres of land which is legally described on Exhibit "A" attached hereto, and shall henceforth be referred to as the "Property". The Property is under the sole ownership of POA Development LLC signatory to this MDA. A letter of authorization of ownership is attached to Developer's application materials. This MDA between City and Developer shall revoke any and all prior development agreements applicable to the Property.

2. DEVELOPMENT CONCEPT

The New Port Apartments PUD provides for an apartment residential development that offers for lease apartments, adding additional housing choices to the Port Orange community. It will be marketed to and targeted for a variety of demographic groups, including young professionals, active retirees, and "empty nesters" seeking to rent an apartment with less maintenance responsibilities.

3. DEVELOPMENT AGREEMENT AND CONCEPTUAL DEVELOPMENT PLAN

Development of the Property shall be controlled by the terms and provisions of this Master Development Agreement (the "MDA") and the Conceptual Development Plan (the "Conceptual Plan"), attached hereto as Exhibit "B", for the Property which generally depicts the planned layout of the clubhouse, accesses, apartment buildings, and other planned features or improvements to

the Property. Collectively, this MDA and the Conceptual Plan for the Property may be referred to as the “Plan”. In the event of a conflict between the terms and provisions of the MDA and the graphic illustrations of the Conceptual Plan, the MDA shall control. If the MDA is silent regarding a particular subject or requirement, such silence shall not be construed as a conflict with the Conceptual Plan. Unless otherwise specifically described within the MDA, final development and development permits for uses/structures within the PUD shall comply with regulations, ordinances, and resolutions in effect at the time of plan approval or permit application.

The parties acknowledge that compliance with City’s Land Development Code (the “LDC”) may necessitate modification of the Conceptual Plan. In the event modification to comply with the LDC is required, and the modifications to the Conceptual Plan are not in conflict with the textual provisions of this MDA and any City ordinances not superseded by this MDA, the modifications shall be deemed “minor” and may be approved without formal amendment of this MDA. Minor modifications shall require City Administrative Official’s written approval. If Developer is not satisfied with the suggested resolution of any problem or the decision by City Administrative Official categorizing the modification as minor or major, Developer may appeal the decision to the Planning Commission. Appeals from the Planning Commission may be made to City Council.

4. USAGE OF THE PROPERTY

A. Permitted Uses

The Property will be developed as a single, unified site. The Property shall be used for residential purposes and developed as a leased apartment residential community with open space and other buffers as specified herein. The project shall be developed for a maximum of 310 apartments for a maximum density of ±10.44 dwelling units per acre. When considered in light of other housing and community choices in the vicinity the New Port Apartments PUD will provide

for a compatible residential development that is consistent with surrounding land use pattern, while providing an additional option to the Port Orange community.

B. Temporary Use

Developer, at its option and, subject to compliance with the provisions of LDC Chapter 5, Section 10, as applicable, may locate a sales office in the development, upon site plan and building permit approval. The sales office shall be for the purpose of leasing apartments within the New Port Apartments. Parking for the temporary activities allowed by this paragraph shall be in the parking spaces provided for the sales office/model home and shall be handicapped accessible.

C. Minimum Lot Area

The minimum lot area is 29.7 acres. A Unity of Title shall be recorded to combine existing lots prior to issuance of a Site Plan Development Order.

D. Number of Units/Density

The total number of residential units in the development shall not exceed three hundred and ten (310) dwelling units or a gross project density of ±10.44 dwelling units per acre.

E. Open Space

The New Port Apartment PUD complies with the LDC requirement of a minimum of sixty percent (60%) of the total project area as open space.

F. Maximum Lot Coverage

- | | | |
|----|----------------------------------|-----|
| 1. | Maximum Building Lot Coverage: | 30% |
| 2. | Maximum Impervious Lot Coverage: | 40% |

G. Maximum Building Height

The maximum building height shall not exceed forty-five feet (45')

H. Dimensional Requirement

1. Minimum Building Setbacks (principal structure):

A. Clubhouse/Apartments

- | | | |
|----|-------------------------|---|
| 1. | Front (Reed Canal Road) | 30 ft. from adjacent right-of-way; |
| 2. | Rear (Richel Drive) | 20 ft. from the rear property line; and adjacent right-of-way |
| 3. | Side | 25 ft. or equal to or greater than the building height |
| 4. | Side Corner | Equal to front setback |

2. Special Setbacks

No accessory structures or pools shall be allowed in the required setback area. A fence or wall are permitted to be installed on the site perimeter, subject to compliance with the standards established by the LDC.

3. Minimum Lot Dimensions

- | | |
|---------------------------------|-----------------------|
| A. Lot Area: | 29.7 acres |
| B. Lot Width: | 150 ft. |
| C. Minimum Apartment Floor Area | 730 sf. per apartment |

5. ARCHITECTURAL STANDARDS AND REVIEW

The overall architectural theme of the project shall be consistent with preliminary architectural plans as illustrated in “Exhibit C”. All colors, materials, signage, building orientation, and architectural styles shall be consistent with “Exhibit C.”

6. PHASING

Development of the Property will occur in one (1) phase.

7. SANITARY WASTE, STORMWATER, AND POTABLE WATER

It is anticipated that Developer will extend water and sewer lines to serve the Property and the development authorized herein. If City desires to extend the water and sewer lines prior to Developer's need for installation of Developer's lines, Developer shall grant the necessary utility easements to City and City shall, at its sole cost, install and pay for such lines. Stormwater shall be retained and detained as generally depicted on the Conceptual Plan. Developer shall comply with City's LDC and the rules and regulations of the St. Johns River Water Management District concerning stormwater drainage. All utilities shall be designed and constructed to meet the latest Code of Ordinance Land Development Code and City Standard Construction Details. . Reclaimed water is owned and maintained by Volusia County and is not considered available for use at the proposed site. The Property will be developed as a single, unified site without regard to platted lot lines; and, as such, Developer will not be required to construct stub-outs to property boundaries or unserved open space within the Property. Two potable water master meters will service the development. The water master meters will be located off Reed Canal Road and Richel Drive.

8. ROADS, SIDEWALKS, PARKING, AND CONNECTIVITY

Roads, drives, parking lots, and sidewalks within the New Port Apartments PUD shall be private. The development of the New Port Apartments PUD shall comply with the transportation concurrency management requirements established in the City of Port Orange Comprehensive Plan and LDC. Access to New Port Apartments is provided through three (3) access points

1. Gated Entrance: Reed Canal Road.
2. Gated Entrance: Access Easement to Clyde Morris Boulevard.
3. Emergency Access at Richel Drive.

Developer may be required to rebuild existing sidewalk on Reed Canal Road to meet ADA requirements and install a minimum five foot (5') wide sidewalk on Richel Drive for the entire length of the PUD and within the development, as shown on the concept plan "Exhibit B." All roads and sidewalks will be built to City standards. All improvements in Reed Canal Road right-of-way to be constructed to Volusia County standards.

Parking areas shall, be provided on site as permitted by the LDC, and be permitted throughout the project as illustrated on the Conceptual Plan.

9. IMPACT FEE CREDIT

Nothing in this MDA shall be construed as a waiver by Developer of its right to pursue impact fee credits for any and all work performed by Developer for which impact fee credits can be awarded.

10. MAINTENANCE OF OPEN SPACE AND FACILITIES

Developer will operate, maintain, and control, subject to other documents of record, the open space, and common facilities, including but not limited to all sidewalks, parking lots and access driveways, all of the lakes and storm water drainage systems within the PUD and the entrance features and areas to the PUD. The owner/developer will have the authority and means to hire, supervise, and regulate persons employed by them for the maintenance, repair, and operation of open space areas and facilities. If the owner/developer fails to perform the maintenance, repair, or replacement, as necessary, of the stormwater drainage facility, the City shall have the right to enter upon the common area of the PUD and to provide the maintenance, repair, or replacement of the stormwater drainage facility and shall have the right to lien all owners of record in the PUD for the cost of such maintenance, repair, and replacement as City may deem necessary.

11. PROJECT BUFFERS AND LANDSCAPING

In order to comply with the requirements of Chapter 13, Section 3 and 3.5 of the Port Orange LDC, a perimeter buffer shall be provided as shown on the Conceptual Plan and shall comply with the following standards and requirements. A perimeter landscape buffer with a width of twenty feet (20') along portions of Reed Canal Road and Richel Drive property boundaries and a width of twenty feet (20') along the east and west property boundary, as shown in the Conceptual Plan. Landscaping within the perimeter landscape buffers shall meet or exceed the minimum requirements of the Port Orange LDC. Existing vegetation in the perimeter buffer that may remain undisturbed shall count towards the landscaping requirements for the buffer. Existing vegetation that is determined by City to be invasive exotics, diseased/dying and/or interfering with required extension of utilities may be removed, provided that any viable protected or specimen trees shall be mitigated in accordance with the City of Port Orange LDC, as amended. The landscape plans required for the final site plans shall account for the removal and mitigation of trees within the perimeter buffers. No structures, primary or accessory, will be allowed within the twenty-foot (20') perimeter buffer installed as depicted in the Conceptual Plan. Installation of the twenty-foot (20') landscape buffer along Reed Canal Road and Richel Drive must be installed prior to approval of the first Certificate of Occupancy in the development. The landscape buffers shall be part of the open space. Maintenance and repair of the landscape buffers within said open space shall be the responsibility of the owner/developer. A perimeter fence or wall may be permitted within the landscape buffer.

12. FENCING ALONG EXISTING RIGHTS-OF-WAY

A six foot (6') high ornamental aluminum or PVC fence shall be constructed along the roadway landscape buffer of Reed Canal Road and Richel Drive to provide security for portion of

the New Port Apartments PUD, as shown on the Conceptual Plan. Construction of the six feet (6') high aluminum or PVC fence along Reed Canal Road and Richel Drive will be located outside the twelve-foot (12') Utility/Drainage/Access Easement. Maintenance and repair of the six feet (6') ornamental fences shall be the responsibility of the owner/developer.

13. ENVIRONMENTAL CONSIDERATIONS

Both during and after construction, Developer will use reasonable efforts to preserve trees and natural vegetation within the Property and maximize protection of natural drainage pathways. The PUD shall comply with the tree preservation requirements of City's LDC. Developer shall comply with all rules, statutes, laws and regulations pertaining to protected wildlife species, including but not limited to the rules and permitting requirements of the Florida Game and Freshwater Fish Commission concerning gopher tortoises. Compliance with the City Environmental Preservation Code may necessitate modification of the Conceptual Plan.

14. EXPIRATION

The duration of this MDA shall not exceed ten (10) years from the date of its execution. This MDA may be extended for an additional five (5) year term by mutual consent of Developer and the City subject to a public hearing. Development of the New Port Apartments PUD shall commence within three (3) years from the date of execution of this MDA. Failure to comply with the schedule set out above shall cause this MDA to lapse unless the schedule is modified by mutual agreement of Developer and the City. Development shall be as defined by the LDC.

15. EFFECTIVE DATE

This MDA shall become effective upon recording in the Public Records of Volusia County, Florida.

16. AMENDMENTS

Amendments to this MDA, other than minor modifications to the Conceptual Plan as referred to in Section 3 of this MDA, shall not be effective unless in writing and signed on behalf of the City and by all record title property owners of the land for which this amendment is to be applied.

Before amending this MDA, the City shall conduct one or more public hearings. At the City's option, one of these public hearings may be held by the City's Planning Commission.

A. Notice of intent to consider an amendment to this MDA shall be published by the City, at Developer's cost, in a newspaper of general circulation and readership in Volusia County, Florida.

B. If applicable, notice of intent to consider an amendment shall comply with the requirements of Section 166.041(3)(C), Florida Statutes, as amended from time to time.

C. The day, time, and place at which the second public hearing will be held shall be announced at the first public hearing.

D. The notices required above shall specify the location of the PUD Property, the location of that portion of the PUD Property subject to the proposed amendment, the nature of the proposed amendment, and the following information to the extent applicable:

- i. Changes in permitted, conditional, and/or prohibited uses proposed;
- ii. Changes in population densities proposed; and
- iii. Changes in building intensities and/or height proposed.

E. The notices shall specify a place where a copy of the proposed amendment can be obtained.

17. CONFORMANCE WITH THE LAWS

Developer agrees:

A. To develop the Property according to all PUD regulations of the City to the extent those regulations are not inconsistent with the Plan for the Property.

B. To provide agreements, contracts, deed restrictions, and sureties and other documents required by the City Legal Department for completion of the development and for the continuing operation and maintenance of such areas, functions and facilities as are not to be provided, operated or maintained at public expense, and that Developer's successors in title will be bound by Developer's commitments made in this MDA.

C. To be bound by all City codes and ordinances that are not in conflict with the provisions of this MDA.

18. ENFORCEABILITY

If any provision of this MDA is held by a court of competent jurisdiction to be invalid or otherwise unenforceable, such holding shall not affect the validity of enforceability of any other provision of this MDA unless the holding so states.

19. PRIOR AGREEMENTS

This MDA represents the complete understandings by and between the parties with respect to the development and continued use of the subject property. Any and all prior agreements between the parties with respect to any subject comprehended by this MDA is hereby voided and superseded by this MDA.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto attached their hands and seals this _____
day of _____, 2018.

Signed, sealed and delivered
in the presence of

Witness 1 Signature

Print Name of Witness 1

Witness 2 Signature

Print Name of Witness 2
STATE OF FLORIDA
COUNTY OF VOLUSIA

CITY OF PORT ORANGE,
a Florida municipal corporation

By: Donald O. Burnette, Mayor

Attest:

By: Robin Fenwick, City Clerk

The foregoing instrument was acknowledged before me this _____ day of __, 2018, by Donald O. Burnette, Mayor of City of Port Orange, Florida, a Florida Municipal Corporation, on behalf of City, who is personally known to me and did not take an oath.

Notary Type, Print or Stamp Name
My commission Expires _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of __, 2018, by Robin Fenwick, City Clerk of City of Port Orange, Florida, a Florida Municipal Corporation, on behalf of City, who is personally known to me and did not take an oath.

Notary Type, Print or Stamp Name
My commission Expires _____

DEVELOPER:

POA Development LLC

By: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, Nathan Collier as Manager of POA Development LLC. He is personally known to me OR has produced _____ as identification.

Notary Type, Print or Stamp Name
My commission Expires _____

EXHIBIT "A"
LEGAL DESCRIPTION

LEGAL DESCRIPTION:

LOTS 3 AND 4

LOTS 3 AND 4, BENNETT SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 6, PAGE 11 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

LOT 5

LOT 5, BENNETT SUBDIVISION OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 6, TOWNSHIO 16 SOUTH, RANGE 33 EAST, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 6, PAGE 11 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

LEGAL DESCRIPTION

**PARKER MYNCHENBERG
& ASSOCIATES, INC.**

PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

EXHIBIT 'A'

EXHIBIT "B"

CONCEPTUAL DEVELOPMENT PLAN

NEW PORT APARTMENTS

CONCEPTUAL DEVELOPMENT PLAN

PORT ORANGE, FLORIDA

VOLUSIA COUNTY, FLORIDA

RECEIVED
9-20-18

CITY OF PORT ORANGE
Community Development

REVISED

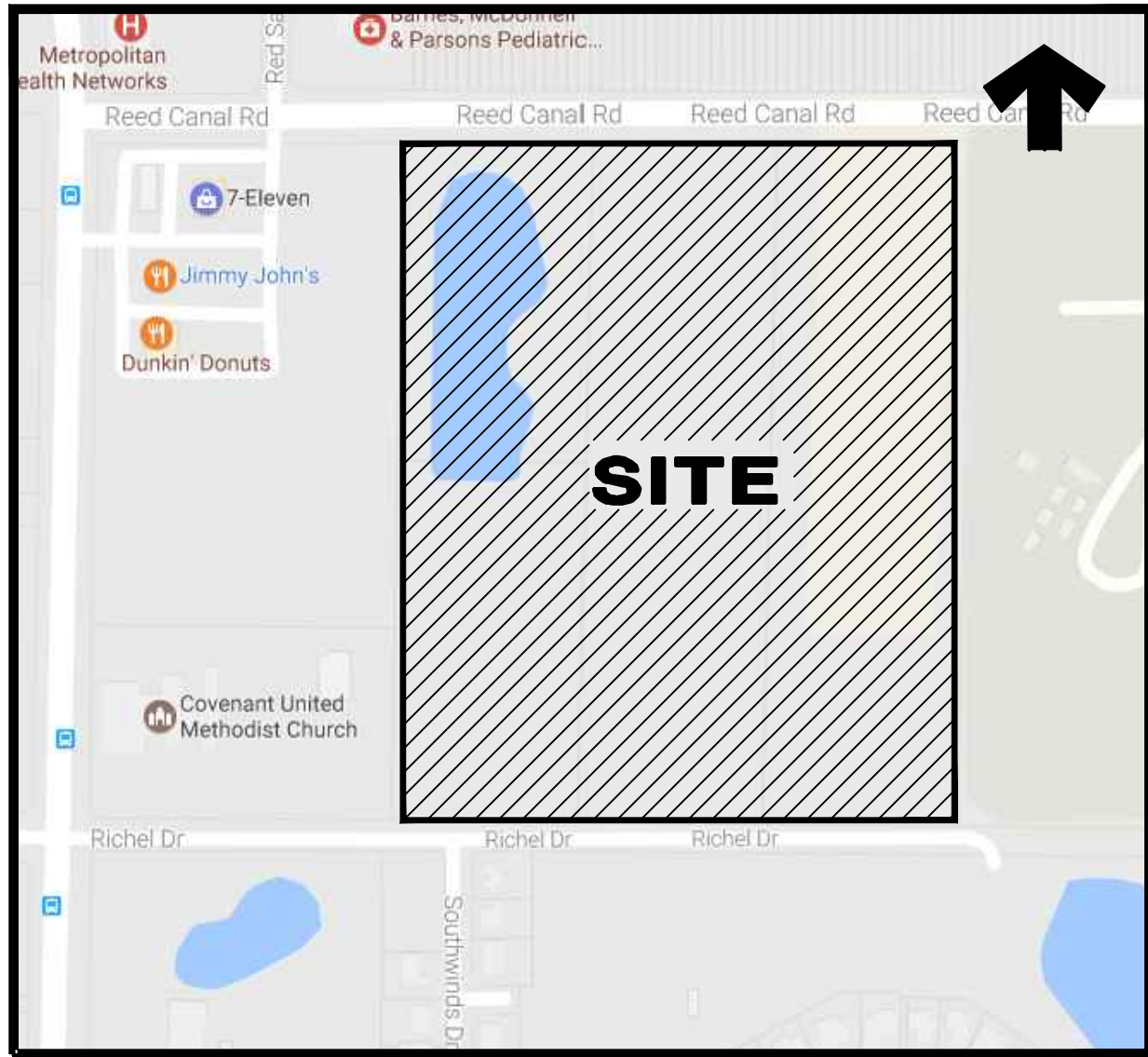
GENERAL NOTES

- BOUNDARY, TOPOGRAPHY, AND TREE LOCATION BASED ON SURVEY PREPARED BY SLIGER & ASSOCIATES INC., J.E. ZAPERT PLS #4046 DATED: 02-06-2018 (JOB NUMBER: 18-0093)
- CONTRACTOR TO VERIFY EXISTING UTILITIES PRIOR TO CONSTRUCTION AND TO REPORT ANY DISCREPANCIES TO DESIGN ENGINEER.
- WHERE EXISTING GRADES ARE SHOWN TO BE INCREASED BY FILL IN AREAS OF EXISTING UTILITIES, ALL VALVES AND BOXES, MANHOLES LIDS AND COVERS AND SIMILAR APPURTENANCES MUST BE ADJUSTED ACCORDINGLY TO MATCH THE FINISHED GRADE.
- POTABLE WATER MAINS LARGER THAN 4" DIA. AND GREATER ARE TO BE PVC DR-18 C-900. 2" POTABLE WATER SERVICES SHALL BE POLYETHYLENE TUBING (BLUE UNLESS OTHERWISE INDICATED). RECLAIMED WATER MAINS ARE TO BE PURPLE P.V.C. DR-18 C-900. 1-1/2" REUSE WATER SERVICES SHALL BE POLYETHYLENE TUBING (PURPLE).
- BENCHMARK REFERENCE TO THE NATIONAL GEODETIC VERTICAL DATUM, 1929 (NGVD29) PER MEASUREMENTS FROM BENCHMARK NO. 27, ELEVATION 24.33 AND BENCHMARK NO. 25, ELEVATION 26.03 AS ESTABLISHED AND PUBLISHED BY THE CITY OF PORT ORANGE.
- TRAFFIC CONTROL SIGNS TO BE IN ACCORDANCE WITH FDOT STANDARDS & SPECIFICATIONS
- ALL CONSTRUCTION SHALL BE IN CONFORMANCE WITH THE CITY OF PORT ORANGE STANDARD CONSTRUCTION DETAILS LATEST VERSION UNLESS OTHERWISE SPECIFICALLY APPROVED.
- THE UTILITY COMPANIES WITH SERVICE IN THE AREA ARE LISTED BELOW:

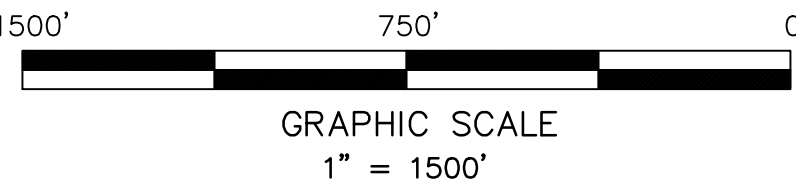
SPECTRUM	(386) 760-9941
TECO PEOPLE GAS INC.	(386) 671-2253
BELL SOUTH	(386) 252-7913
VOLUSIA COUNTY SIGNAL SHOP	(386) 239-6537
FPL FIBER NET LLC	(305) 522-3249
MCI TELECOMMUNICATIONS CORP.	(407) 870-7419
FDOT ITS/DASH - MIKE SMITH	(386) 943-5360
- ALL PROPOSED UTILITIES ARE TO BE INSTALLED UNDERGROUND.
- ALL NON-PAVED AREAS SHALL BE PLANTED, GRASSED, OR MULCHED.
- STAKED TURBIDITY BARRIERS SHOWN ARE THE MINIMUM EROSION CONTROL FEATURES. OTHERS MAY BE NECESSARY DEPENDING ON SITE CONDITIONS AT THE TIME OF CONSTRUCTION.
- PROJECT ADDRESS: 1401 REED CANAL ROAD, PORT ORANGE, FLORIDA 32127
- CONTRACTOR SHALL SCHEDULE A CITY REPRESENTATIVE TO BE PRESENT TO OBSERVE PIGGING OF WATER LINES.
- CONSTRUCTION SEQUENCING NOTES:
 - IF ANY MUCK OR MUCK-LIKE MATERIAL IS DISCOVERED, IT WILL BE REQUIRED TO BE REMOVED, BACKFILLED WITH APPROPRIATE FILL, COMPACTED, & TESTED USING AASHTO T-180 MODIFIED PROCTOR METHOD.
 - PRIOR TO THE FILLING ON FUTURE ROADWAY & LOT AREAS, THE REMOVAL OF ANY VEGETATION & TOP SOIL MUST BE PERFORMED.
 - A SIGNED, SEALED, & DATED LETTER FROM A SOILS ENGINEER OR ENGINEER OF RECORD CERTIFYING THAT THE AREAS TO BE FILLED HAVE BEEN STRIPPED OF ORGANIC MATERIAL MUST BE SUBMITTED TO THE CITY PRIOR TO FILLING.
 - NO BURYING OF ANY ORGANIC MATERIALS IS PERMITTED.
 - ANY BURNING OF ANY MATERIALS ON-SITE MUST BE APPROVED & PERMITTED BY THE FIRE MARSHALL. A PERMIT MUST BE OBTAINED ON A DAILY BASIS PRIOR TO THE DAY OF THE ANTICIPATED BURNING.
 - ALL FILLING IS TO BE PERFORMED IN ONE FOOT LIFTS. THE COMPACTION REQUIREMENT IS 98% FOR PAVED AREAS & 95% FOR UNPAVED AREAS & FUTURE BUILDING PADS BASED ON THE AASHTO T-180 MODIFIED PROCTOR TEST.
 - TEMPORARY FILL STOCKPILING IS NOT PERMITTED IN LIFTS GREATER THAN SIX FEET.
 - AT A MINIMUM, STOCKPILES THAT WILL REMAIN IN PLACE IN EXCESS OF 20 DAYS, SHOULD BE SEEDED & MULCHED IMMEDIATELY UPON PLACEMENT OF THE FINAL LIFT AND SHALL HAVE A MAX. HEIGHT OF 6 FEET.
 - SOILS ARE TO BE STABILIZED BY WATER OR OTHER MEANS DURING CONSTRUCTION. THIS IS INTENDED TO REDUCE SOIL EROSION & THE IMPACT TO NEIGHBORING COMMUNITIES.
 - UPON COMPLETION OF EACH PORTION OF A PROJECT WITHIN A PHASE OF THE PROJECT, SEEDING & MULCHING AND/OR SODDING IS TO BE PERFORMED PRIOR TO COMMENCING THE NEXT PHASE.
 - ONCE AN AREA IS SEEDED OR SODDED, IT MUST BE MAINTAINED TO ALLOW THE GRASS TO GROW.
 - ALL NON-PAVED AREA MUST BE PLANTED, GRASSED, OR MULCHED.
 - ALL PROPOSED UTILITIES ARE TO BE INSTALLED UNDERGROUND.
 - ALL STORMWATER PIPING CONNECTION JOINTS MUST BE WRAPPED WITH FILTER FABRIC TO PROHIBIT THE SEEPAGE OF SEDIMENTS THROUGH THE JOINT. THE WRAP SHOULD BE A MINIMUM OF 36 INCHES IN WIDTH AND INSTALLED WITH AN OVERLAP OF AT LEAST 18 INCHES.
 - ALL STORMWATER PIPING CONNECTION JOINTS MUST BE WRAPPED WITH FILTER FABRIC TO PROHIBIT THE SEEPAGE OF SEDIMENTS THROUGH THE JOINT. THE WRAP SHOULD BE A MINIMUM OF 36 INCHES IN WIDTH AND INSTALLED WITH AN OVERLAP OF AT LEAST 18 INCHES.
- FLOOD ZONE: "X", PER THE FLOOD INSURANCE RATE MAP FOR THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, PANEL NUMBER 12127C0368H, DATED: FEBRUARY 19, 2014.
- ALL SIGNAGE TO BE APPROVED BY SEPARATE PERMIT.

SPECIFIC NOTES

- THERE SHALL BE NO OVERNIGHT CONSTRUCTION VEHICLE RELATED PARKING, CONSTRUCTION MATERIALS PLACEMENT, OR STORAGE OF ANY KIND PERMITTED WITHIN THE COUNTY RIGHT OF WAY IN ACCORDANCE WITH VOLUSIA COUNTY ORDINANCE ARTICLE 1, SECTION 94-1."
- THERE SHALL BE NO DELIVERIES, BLOCKAGES OR RESTRICTIONS OF ANY KIND WITHIN THE COUNTY MAINTAINED THROUGH LANES BETWEEN THE HOURS OF 6 AM TO 9 AM AND 4 PM TO 6 PM, UNLESS OTHERWISE APPROVED BY THE COUNTY TRAFFIC ENGINEER.
- ALL EXISTING SIDEWALKS WITHIN THE COUNTY RIGHT OF WAY SHALL REMAIN OPEN OR PROVISIONS OF A TEMPORARY WALKWAY SHALL BE PROVIDED IN ACCORDANCE WITH VERSION 2006 OF THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD INDEX 660." MID BLOCK CLOSURE WITH TEMPORARY WALKWAY" UNLESS OTHERWISE APPROVED BY THE COUNTY TRAFFIC ENGINEER."



VICINITY MAP



APARTMENT BUILDING INFORMATION

8-TYPE I BUILDINGS @ 24 UNITS = 192
3-TYPE II BUILDINGS @ 24 UNITS = 72
1-TYPE III BUILDINGS @ 24 UNITS = 24
1-TYPE IV BUILDING @ 12 UNITS = 12
5-TYPE V BUILDINGS @ 2 UNITS = 10
TOTAL UNITS = 310

PARKING CALCULATION

PARKING REQUIRED:
2 SPACES/UNIT @ 310 UNITS = 620 SPACES

PARKING PROVIDED:
STANDARD = 595 SPACES
HANDICAPPED = 29 SPACES
TOTAL = 624 SPACES*

*(THIS INCLUDES 586 SPACES + 38 GARAGE BAYS)

BICYCLE PARKING REQUIRED = 10% OF THE REQUIRED CAR PARKING
BICYCLE PARKING REQUIRED = (0.10)(624) = 62 SPACES
BICYCLE PARKING PROVIDED: 20 @ 5-BIKE RACKS = 100 SPACES

LAND USE TABULATION

SITE AREA: 1,293,873 S.F. = 29.7 ACRES
DENSITY = 310 DU/29.7 AC. = 10.44 DU/AC.

F.A.R. CALCULATION

TOTAL SQ. FOOTAGE = 442,800
TOTAL SITE AREA = 1,293,873
F.A.R. = 442,800/1,293,873 = 0.3422

SITE COVERAGE CALCULATION

TOTAL SITE AREA = 1,293,873 S.F. = 29.7 ACRES
BUILDING AREA = 156,407 S.F. = 12% COVERAGE

IMPERVIOUS AREA

PARKING AREA = 257,800 S.F.
SIDEWALK/DRIVES = 47,035 S.F.
BUILDING = 156,407 S.F.

TOTAL IMPERVIOUS AREA = 452,201 S.F. = 35%
TOTAL LANDSCAPE AREA = 841,672 S.F. = 65%

VOLUSIA COUNTY USE PERMIT GENERAL NOTES:

- NOTIFY VOLUSIA COUNTY DEVELOPMENT ENGINEERING DIVISION AT (386) 736-5926 A MINIMUM OF 24 HOURS PRIOR TO THE START OF CONSTRUCTION. FAILURE OF THE PERMITTEE TO OBTAIN THE APPROPRIATE INSPECTIONS PRIOR TO PROCEEDING WITH WORK SHALL NOT RELIEVE THE PERMITTEE FROM REEXCAVATION OR OTHER MEASURES NECESSARY FOR THE INSPECTION OF WORK.
- VOLUSIA COUNTY TRAFFIC ENGINEERING (386) 736-5968 IS NOT A MEMBER OF SUNSHINE ONE CALL. WHEN REQUESTING LOCATES, PLEASE PROVIDE A MINIMUM ADVANCED NOTIFICATION OF TWO (2) BUSINESS DAYS PRIOR TO PROPOSED WORK.
- COORDINATION WITH VOLUSIA COUNTY TRAFFIC OPERATIONS (386) 239-6535 IS REQUIRED WITH A MINIMUM ADVANCED NOTICE OF SEVEN (7) DAYS PRIOR TO ANY SIDEWALK, LANE OR ROAD CLOSURE (INCLUDING FLAGGING OPERATIONS).
- OPERATIONS WITHIN THE COUNTY RIGHT-OF-WAY SHALL NORMALLY BE CONDUCTED 7:00 AM TO 7:00 PM, MONDAY THROUGH FRIDAY. ANY DEVIATION FROM THESE HOURS REQUIRES PRIOR APPROVAL FROM THE COUNTY DEVELOPMENT ENGINEER. EMERGENCY REPAIRS ARE EXCLUDED FROM THIS TIME RESTRICTION.
- ALL EXISTING SIDEWALKS WITHIN COUNTY RIGHT-OF-WAY SHALL EITHER REMAIN OPEN OR BE PROVIDED A TEMPORARY WALKWAY IN ACCORDANCE WITH THE CURRENT VERSION OF FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD INDEX NO. 660. ANY DAMAGE TO SIDEWALKS SHALL BE REPAIRED AND/OR REPLACED IN LIKE KIND BY THE CONTRACTOR. NEW SIDEWALKS AND SECTIONS THROUGH DRIVEWAYS MUST BE AT A 1.5% CROSS SLOPE AND 2% MAXIMUM CROSS SLOPE PER ADA STANDARDS.
- DRIVING OR STAGING OF CONSTRUCTION VEHICLES OR MATERIALS IS NOT PERMITTED WITHIN THE COUNTY RIGHT-OF-WAY OR ON PEDESTRIAN WALKWAYS AND PATHS. THERE SHALL BE NO OVERNIGHT CONSTRUCTION VEHICLE RELATED PARKING, CONSTRUCTION MATERIAL PLACEMENT OR STORAGE OF ANY KIND PERMITTED WITHIN THE COUNTY RIGHT-OF-WAY.
- NO TRENCH OR EXCAVATION SHALL BE LEFT OPEN OR UNATTENDED OVERNIGHT, UNLESS APPROVED BY THE COUNTY DEVELOPMENT ENGINEERING INSPECTOR. EXCAVATIONS SHALL MEET THE DROP OFF PROTECTION REQUIREMENTS OF THE LATEST FDOT DESIGN STANDARD INDEX NO. 600.
- RESTORATION SHALL BE REQUIRED FOR ANY DAMAGE TO SIDEWALKS, CURBS, OR OTHER EXISTING STRUCTURES IN THE RIGHT-OF-WAY. DISTURBED AREAS WITHIN THE COUNTY RIGHT OF WAY SHALL BE RE-GRADED AND SODDED. SEED AND MULCH IS NOT AN ACCEPTABLE ALTERNATIVE TO SODDING.

PARKER MYNCHENBERG & ASSOCIATES, INC.

PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
CERTIFICATE OF AUTHORIZATION #00003910

GENERAL INFORMATION

OWNER/APPLICANT:

POA DEVELOPMENT, LLC
NATHAN COLLIER, MANAGING MEMBER
220 N. MAIN STREET
GAINESVILLE, FLORIDA 32601
(352)416-1413 CELL (352)339-1838
EMAIL: carl.cataudella@colliercompanies.com

SITE DESIGNER, ENGINEER & LANDSCAPE ARCHITECT

PARKER MYNCHENBERG & ASSOCIATES, INC.
PARKER MYNCHENBERG P.E. #32645
PARKER MYNCHENBERG L.A. #1553
CERTIFICATE OF AUTHORIZATION #00003910
1729 RIDGEWOOD AVE.
HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114
E-MAIL: info@parkermynchenberg.com

SURVEYOR:

SLIGER & ASSOCIATES, INC.
J.E. ZAPERT, PLS #4046
321 NOVA ROAD
PORT ORANGE, FLORIDA 32127
(386)761-5385
E-MAIL: jzapert@sligerassociates.com

ARCHITECT:

FORUM ARCHITECTURE & INTERIOR DESIGN, INC.
AMANDA FROELICHER, ASSOCIATE A.I.A.
PROJECT MANAGER
237 S. WESTMONTE DRIVE SUITE 220
ALTAMONTE SPRINGS, FLORIDA 32714
(407)830-1400
E-MAIL: afroelicher@forumarchitecture.com

SITE INFORMATION

PROJECT NAME: NEW PORT APARTMENTS

TAX PARCEL NUMBERS: 6306-01-00-0030,
6306-01-00-0031, 6306-01-00-0040,
6306-01-00-0050

EXISTING ZONING:

CITY ZONING: PCD
COUNTY ZONING: A-2

PROPOSED ZONING:

CITY ZONING: PUD

EXISTING FUTURE LAND USE:

CITY:
URBAN HIGH DENSITY RESIDENTIAL (8-16 UNITS/ACRE) = 19.79 AC.

COUNTY:

URBAN LOW DENSITY = 9.91 AC.

PROPOSED FUTURE LAND USE:

CITY:

URBAN HIGH DENSITY RESIDENTIAL (8-16 UNITS/ACRE) = 19.79 AC.

URBAN MEDIUM DENSITY RESIDENTIAL (4-8 UNITS/ACRE) = 9.91 AC.

MAXIMUM DENSITY:

9.91 AC. @ 8 DU/AC = 79.28
19.7932 AC. @ 16 DU/AC = 316.69
396 MAX. = 13.33 DU/AC

PROPOSED DENSITY:

310 DU/29.7 AC. = 10.44 DU/AC.

TOTAL SITE AREA: 1,293,873 S.F. = 29.7 ACRES

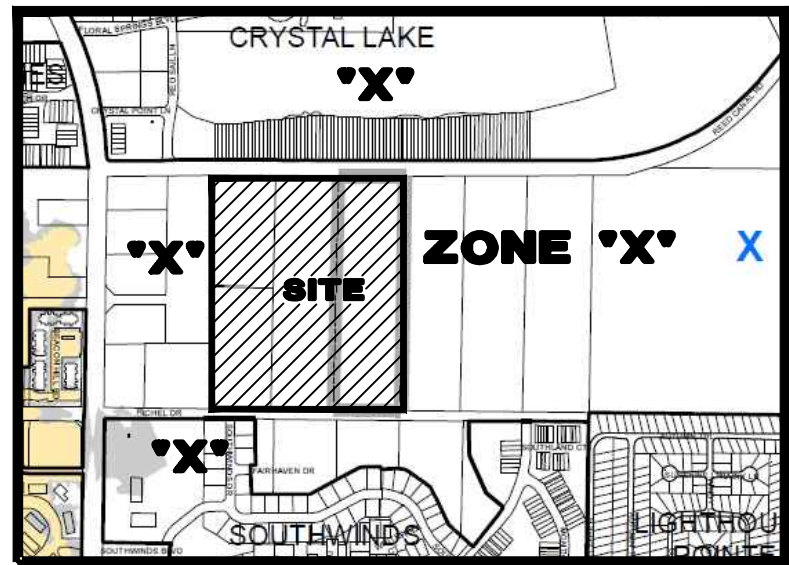
FEMA FLOOD ZONE: X

MINIMUM BUILDING SETBACK REQUIREMENTS

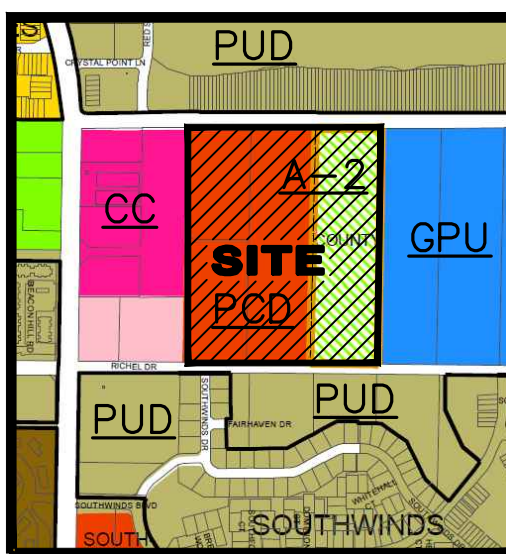
RICHEL DRIVE _____ 20 FT.
REED CANAL ROAD _____ 30 FT.
SIDE _____ 25 FT.*
REAR _____ 20 FT.
SIDE CORNER _____ 20 FT.
*25 FT. OR EQUAL TO OR GREATER THAN THE BUILDING HEIGHT.

Map Unit Symbol	Map Unit Name	Acres In AOI	Percent of AOI
4	Adakula fine sand, 0 to 8 percent slopes	13.9	45.2%
17	Daytona sand, 0 to 5 percent slopes	6.9	22.6%
42	Panola fine sand, 0 to 8 percent slopes	5.5	18.1%
47	RIS	2.9	9.3%
62	St. Lucie fine sand, 0 to 8 percent slopes	1.5	4.8%
Totals for Area of Interest		30.7	100.0%

SOILS MAP



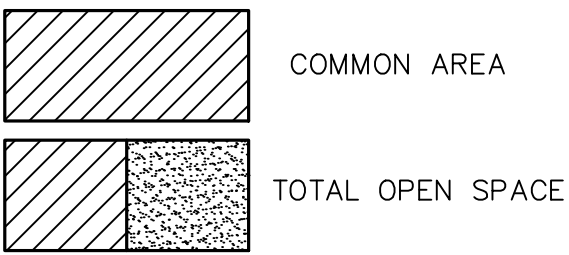
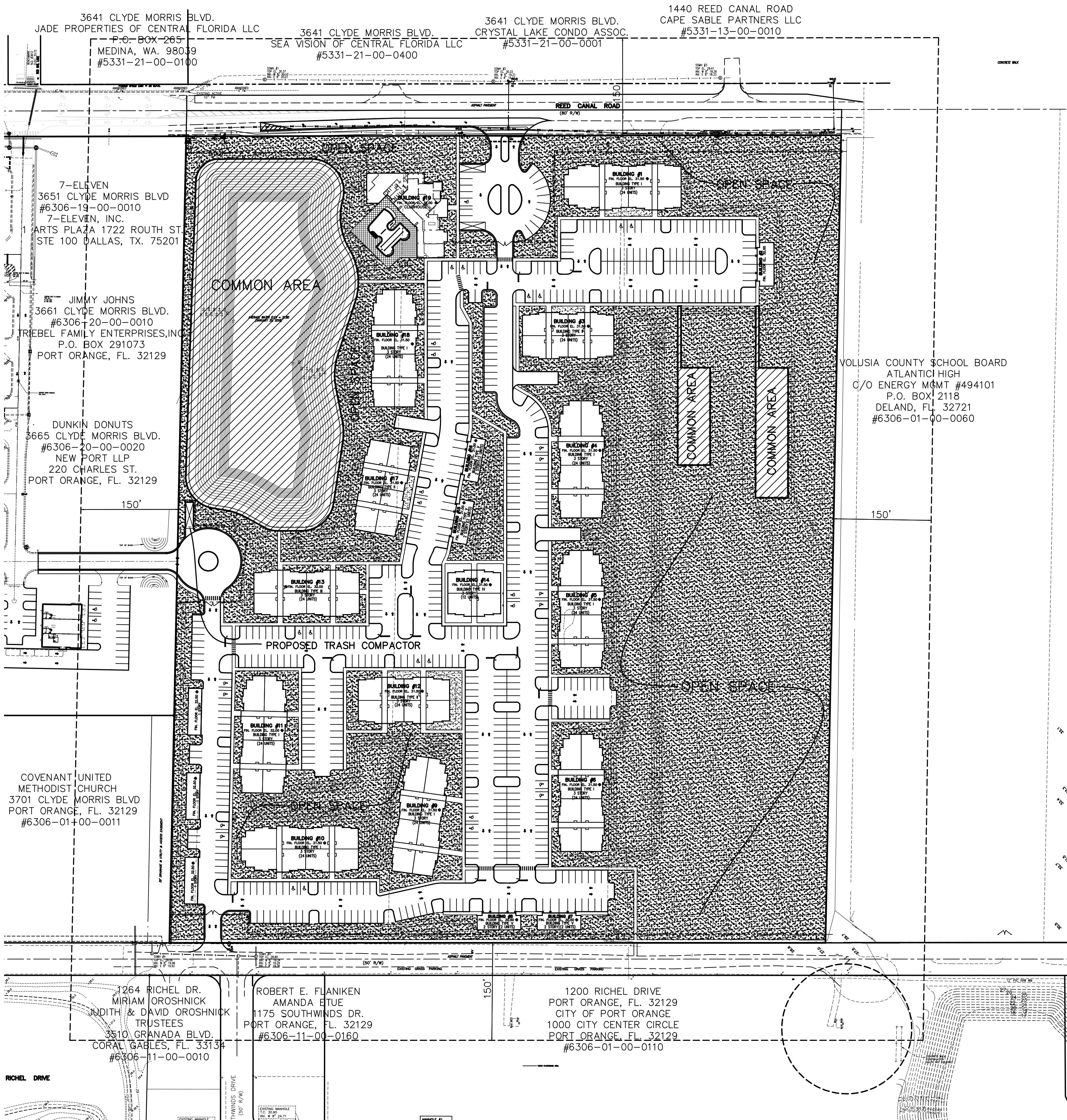
FLOOD MAP



ZONING MAP

NO.	DATE	DESCRIPTION	BY
REVISIONS			
CONCEPTUAL DEVELOPMENT PLAN			
NEW PORT APARTMENTS			
PORT ORANGE * FLORIDA			
FILE NO.	1734CS.DWG	DESIGNER:	P.MYNCHENBERG
DATE:	4/6/17	CADD TECH:	BVB
SCALE:	NONE	SHEET	1 OF 33
			SEAL

EXHIBIT B - COVERSHEET



OPEN SPACE CALCULATION:

TOTAL AREA = 29.7 ACRES
IMPERVIOUS AREA = 10.38 ACRES
OPEN SPACE = 19.32 ACRES
OPEN SPACE REQUIRED = 60%
= 17.82 ACRES
OPEN SPACE PROVIDED = 65%
= 19.32 ACRES

COMMON AREA/OPEN SPACE:

COMMON AREA/OPEN SPACE REQUIRED = 20% OF
THE TOTAL OPEN SPACE REQUIRED
COMMON AREA/OPEN SPACE REQUIRED = 17.82 X 20% = 3.564 ACRES
COMMON AREA/OPEN SPACE PROVIDED = 3.587 ACRES

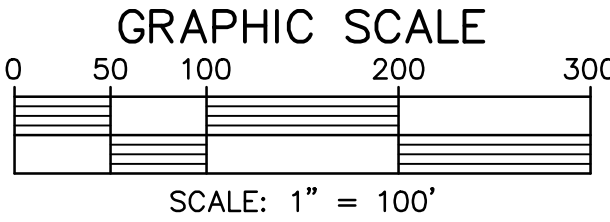
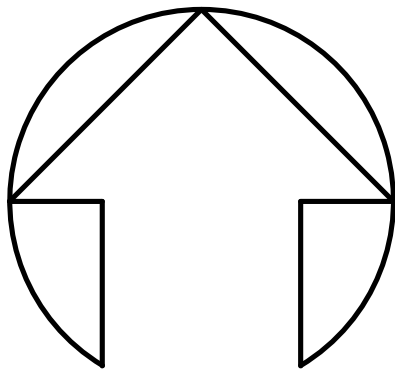
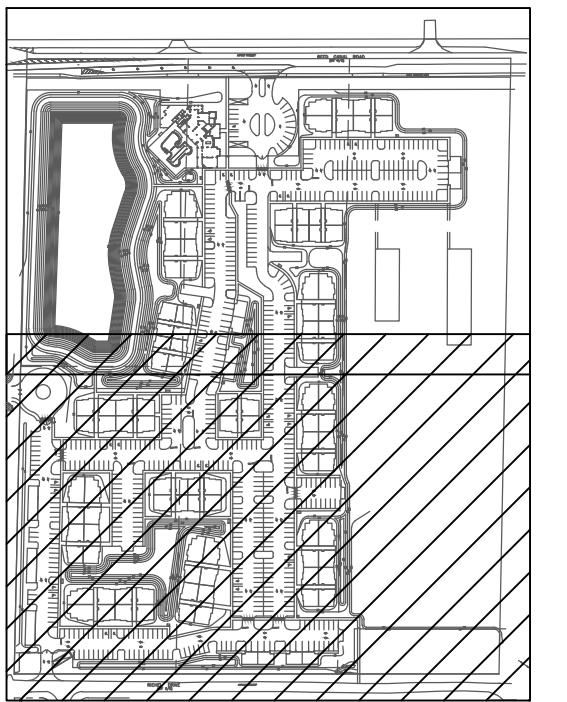
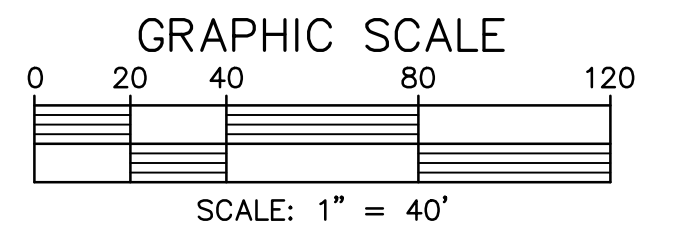
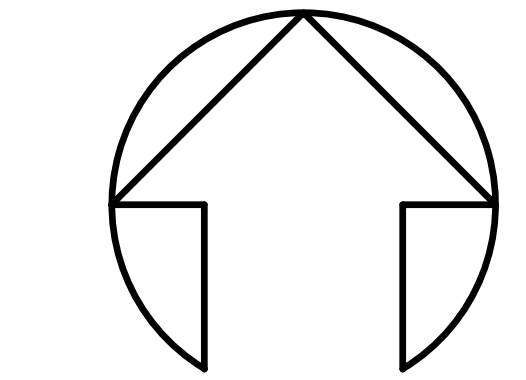
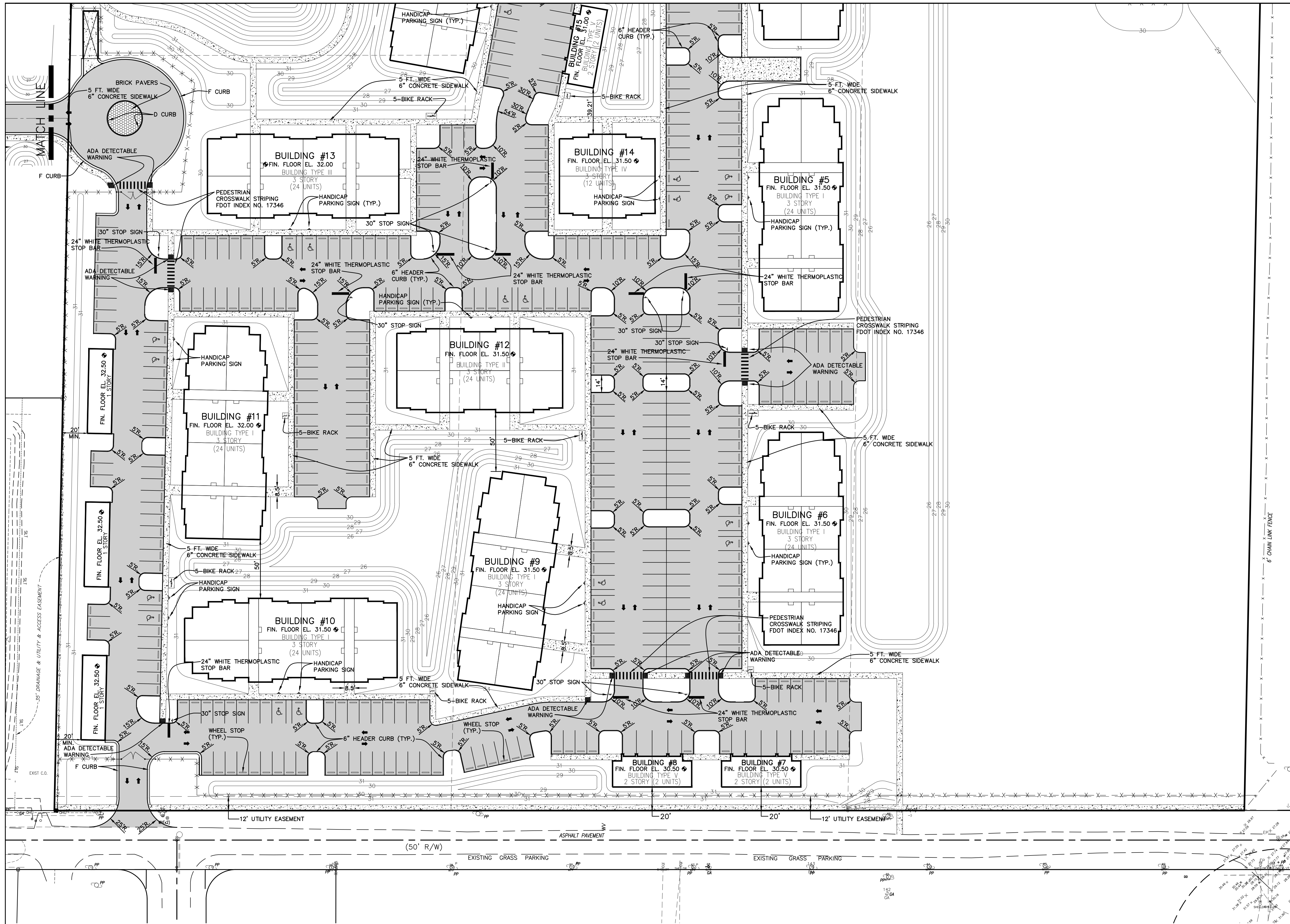


EXHIBIT B – OVERALL PLAN

NO.		DATE	DESCRIPTION		BY
R E V I S I O N S					
PARKER MYNCHENBERG & ASSOCIATES, INC.					
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS 1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117 (386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com CERTIFICATE OF AUTHORIZATION NUMBER: 00003910					
CONCEPTUAL DEVELOPMENT PLAN					
NEW PORT APARTMENTS					
PORT ORANGE * FLORIDA			SEAL		
FILE NO. 1734SP.DWG		DESIGNER: P.MYNCHENBERG			
DATE: 4/6/17		CADD TECH: BVB			
SCALE: 1" = 100'		SHEET 5 OF 33			

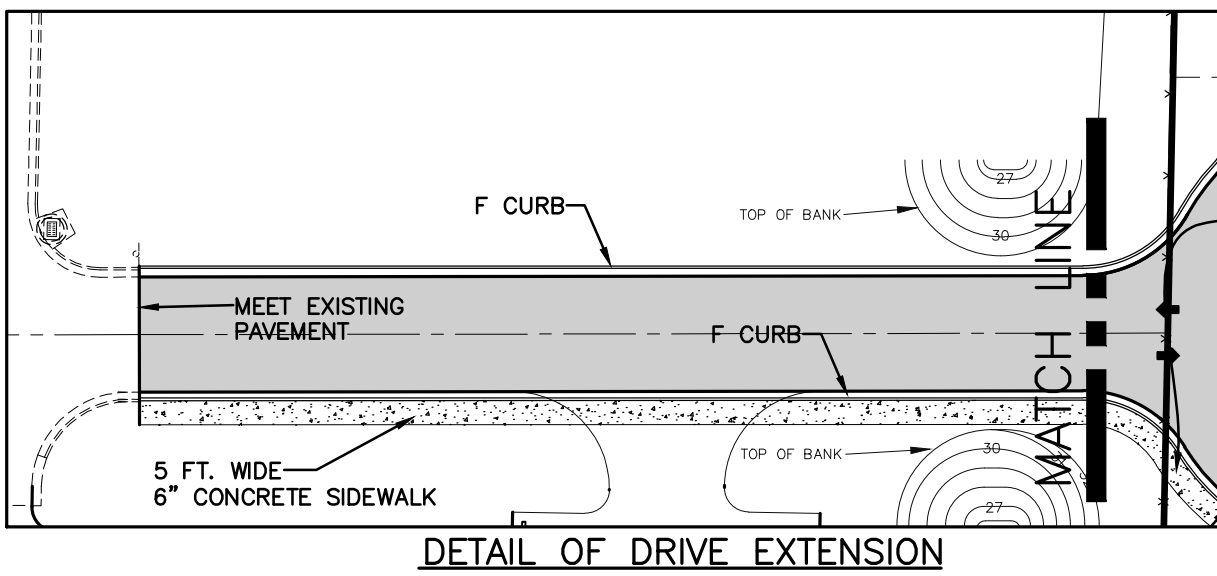


LEGEND

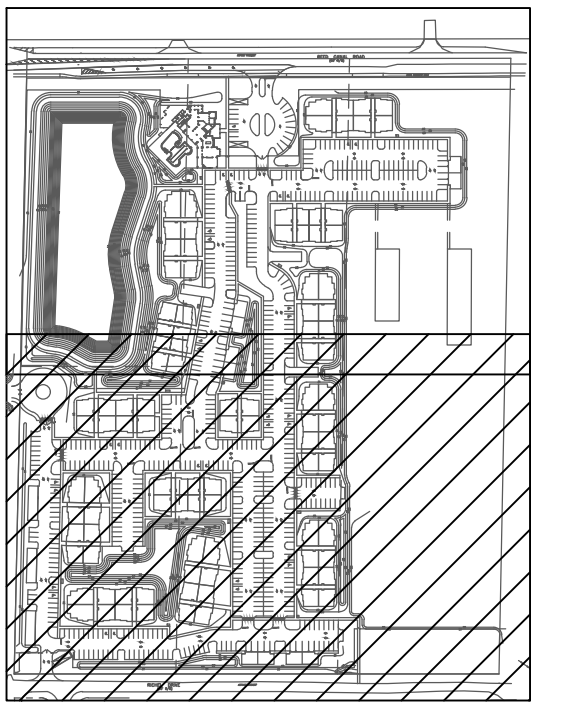
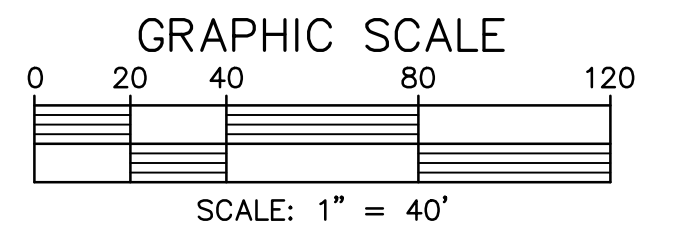
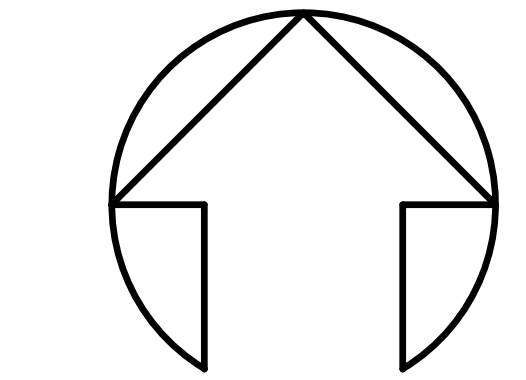
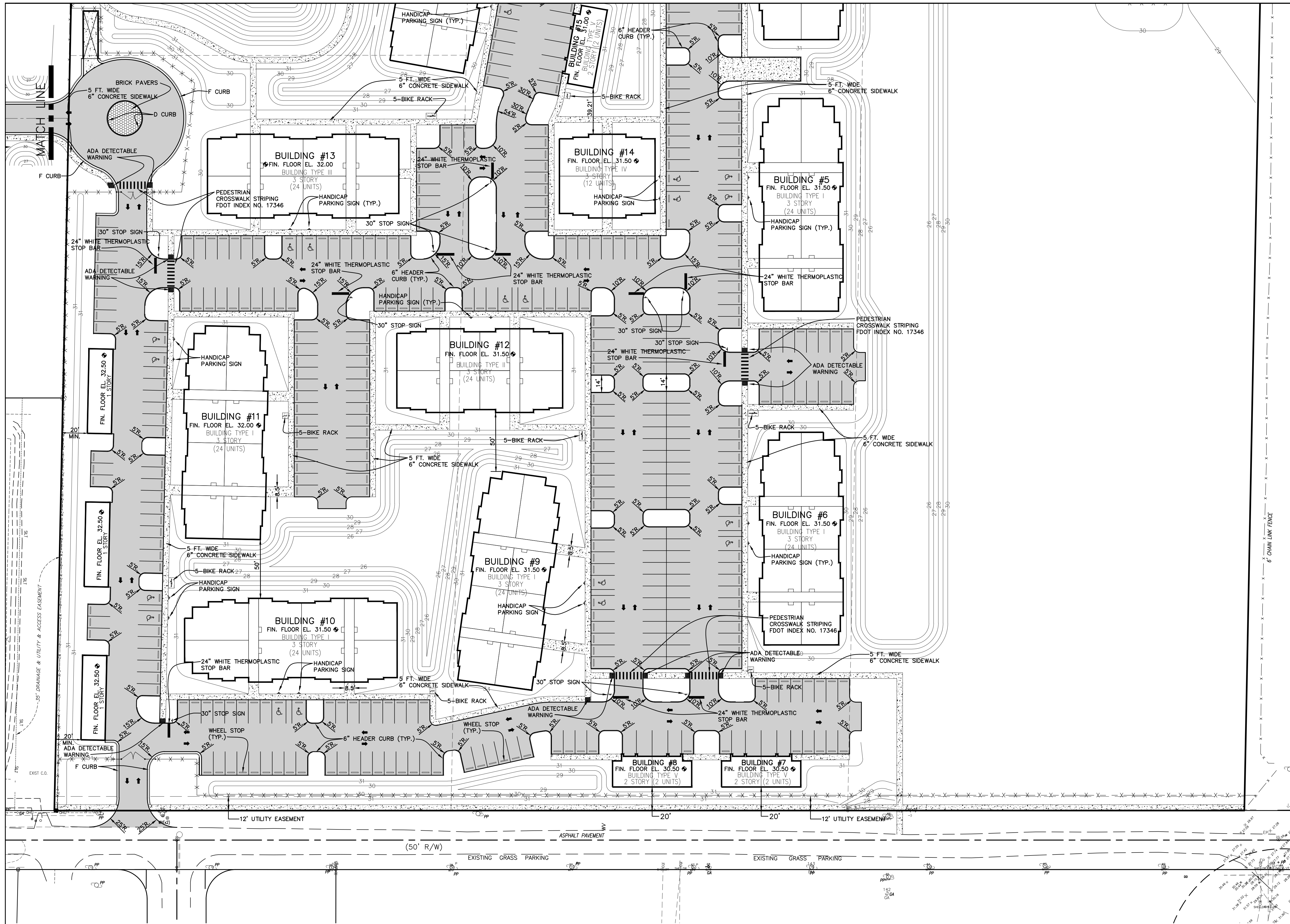
- MINIMUM 1" OF SP-9.5 TL-C ASPHALT @ MAX. 20% RECYCLED MATERIALS
- MINIMUM 2" OF SP-12.5 TL-C ASPHALT @ MAX. 30% RECYCLED MATERIALS
- MIN. 10" CRUSHED CONCRETE FINES COMPACTED TO A 98% MAX. DRY DENSITY PER AASHTO T-180 & CONSTRUCTED IN 2 LIFTS
- MIN. 12" STABILIZED SUBGRADE TO A 75 FBV/LBR 40 & COMPACTED TO A 98% MAX. DRY DENSITY PER AASHTO T-180 IN ONE LIFT
- 1" OF SP-9.5 ASPHALT OVERLAY @ MAX. 20% RECYCLED MATERIALS
- 1-1/2" SP-9.5 ASPHALTIC CONCRETE 6" LIMEROCK BASE (LBR 100) OR CRUSHED CONCRETE (LBR 140) 8" STABILIZED SUBBASE (LBR 40) OR FBV 75 P.S.I.
- 6" CONCRETE 3,500 P.S.I. ON COMPACTED BASE COMPACTED TO 98% PER AASHTO T-180

NOTE:
1. THE DRIVEWAY APRON TO RICHEL DRIVE SHALL BE 6" THICK CONCRETE, 3,000 P.S.I. @ 28 DAYS MINIMUM, GRAY CONCRETE.

EXHIBIT B - SITE PLAN



NO.	DATE	DESCRIPTION	BY
REVISIONS			
PARKER MYNCHENBERG & ASSOCIATES, INC.			
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS 1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117 (386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com CERTIFICATE OF AUTHORIZATION NUMBER: 00003910			
CONCEPTUAL DEVELOPMENT PLAN			
NEW PORT APARTMENTS			
PORT ORANGE * FLORIDA			
FILE NO. 1734SP4_BVB.DWG		DESIGNER: P. MYNCHENBERG	
DATE: 4/6/17		CADD TECH: BVB	
SCALE: 1" = 40'		SHEET 9 OF 33	
			SEAL

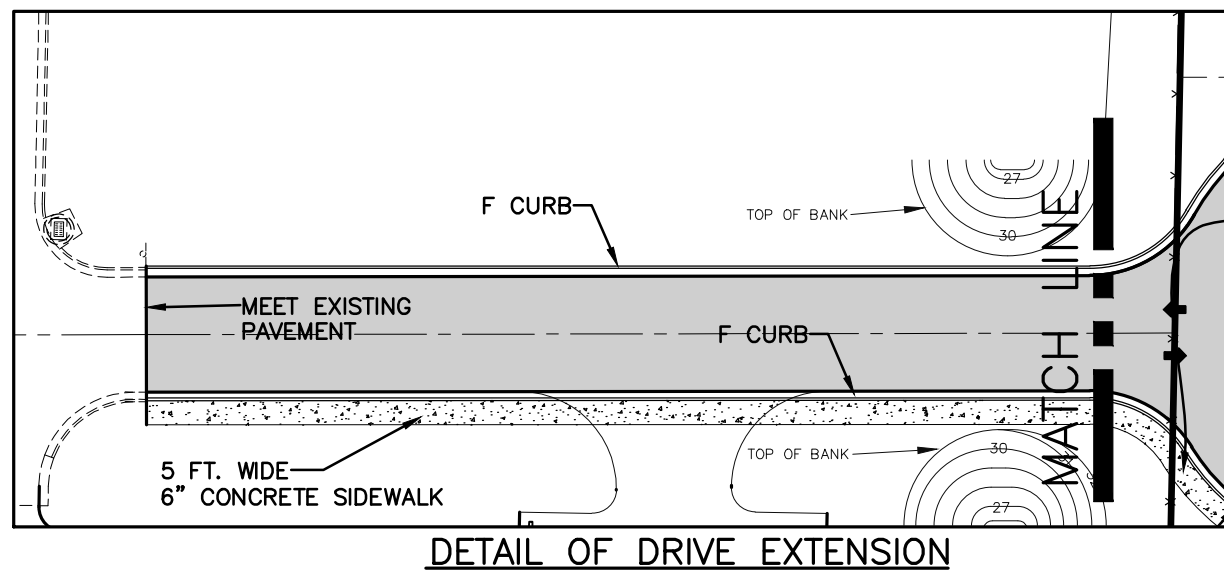


LEGEND

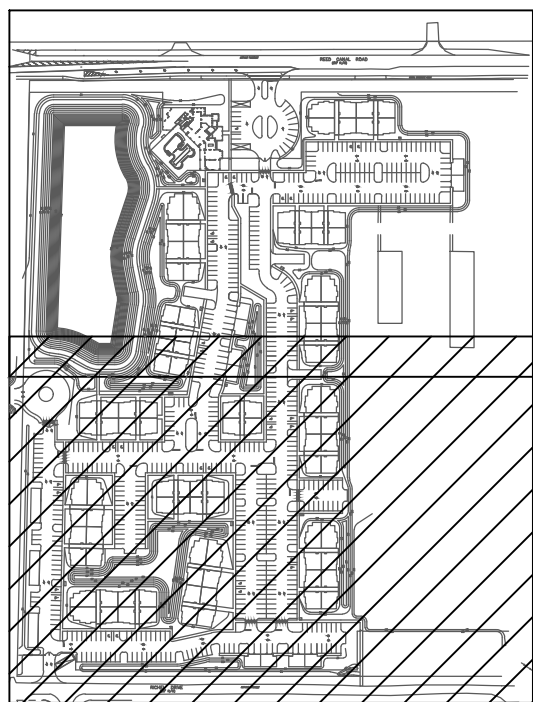
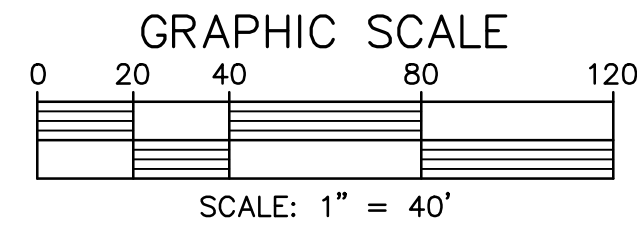
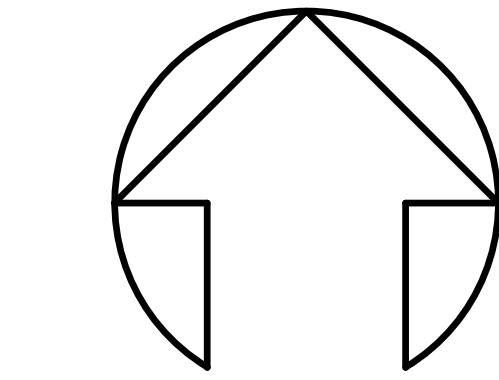
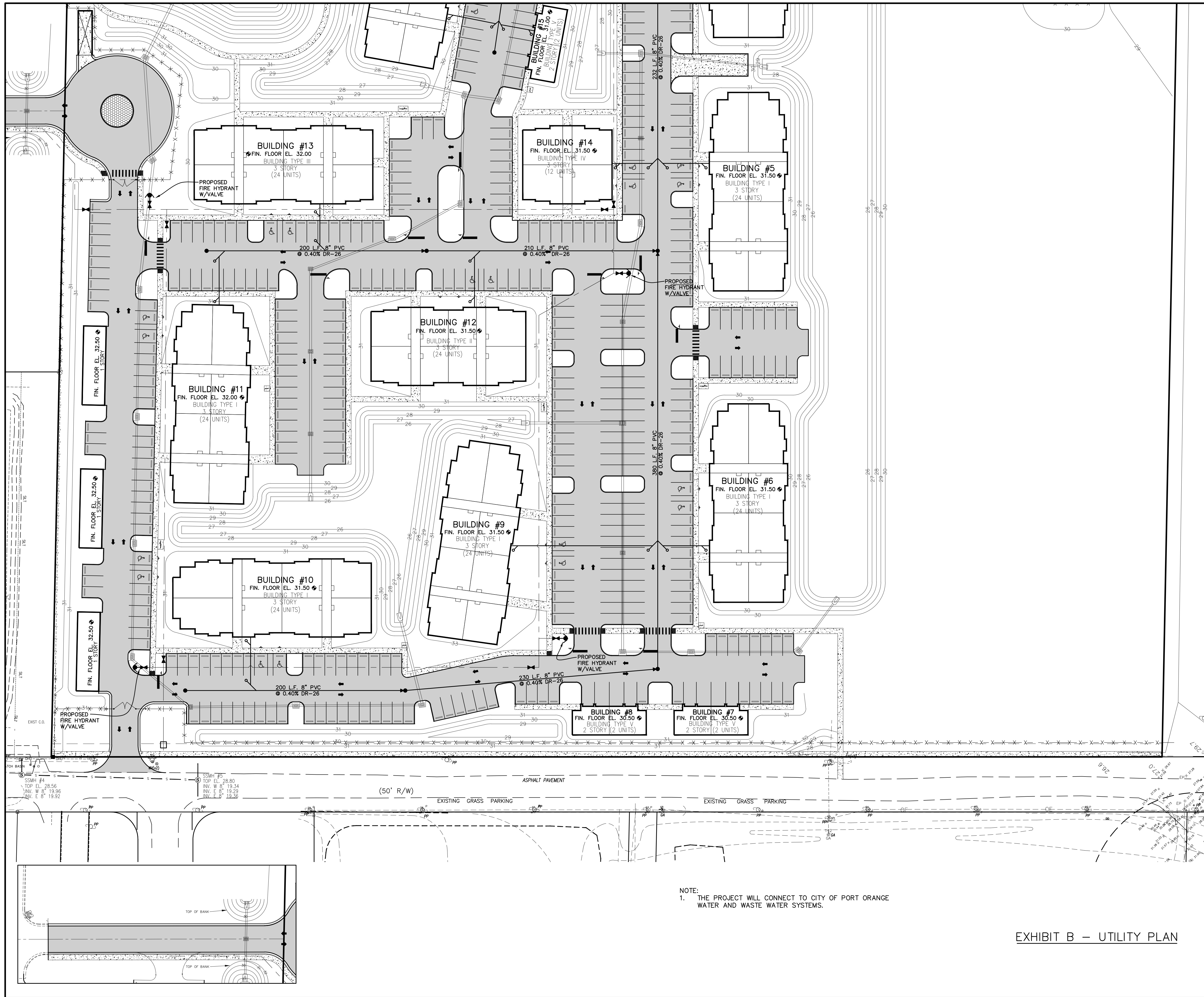
- MINIMUM 1" OF SP-9.5 TL-C ASPHALT @ MAX. 20% RECYCLED MATERIALS
- MINIMUM 2" OF SP-12.5 TL-C ASPHALT @ MAX. 30% RECYCLED MATERIALS
- MIN. 10" CRUSHED CONCRETE FINES COMPACTED TO A 98% MAX. DRY DENSITY PER AASHTO T-180 & CONSTRUCTED IN 2 LIFTS
- MIN. 12" STABILIZED SUBGRADE TO A 75 FBV/LBR 40 & COMPACTED TO A 98% MAX. DRY DENSITY PER AASHTO T-180 IN ONE LIFT
- 1" OF SP-9.5 ASPHALT OVERLAY @ MAX. 20% RECYCLED MATERIALS
- 1-1/2" SP-9.5 ASPHALTIC CONCRETE 6" LIMEROCK BASE (LBR 100) OR CRUSHED CONCRETE (LBR 140) 8" STABILIZED SUBBASE (LBR 40) OR FBV 75 P.S.I.
- 6" CONCRETE 3,500 P.S.I. ON COMPACTED BASE COMPACTED TO 98% PER AASHTO T-180

NOTE:
1. THE DRIVEWAY APRON TO RICHEL DRIVE SHALL BE 6" THICK CONCRETE, 3,000 P.S.I. @ 28 DAYS MINIMUM, GRAY CONCRETE.

EXHIBIT B - SITE PLAN



NO.	DATE	DESCRIPTION	BY
REVISIONS			
PARKER MYNCHENBERG & ASSOCIATES, INC.			
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS 1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117 (386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com CERTIFICATE OF AUTHORIZATION NUMBER: 00003910			
CONCEPTUAL DEVELOPMENT PLAN			
NEW PORT APARTMENTS			
PORT ORANGE * FLORIDA			
FILE NO. 1734SP4_BVB.DWG		DESIGNER: P.MYNCHENBERG	
DATE: 4/6/17		CADD TECH: BVB	
SCALE: 1" = 40'		SHEET 9 OF 33	
			SEAL



NOTE:
1. THE PROJECT WILL CONNECT TO CITY OF PORT ORANGE
WATER AND WASTE WATER SYSTEMS.

EXHIBIT B – UTILITY PLAN

NO.	DATE	DESCRIPTION		BY
R E V I S I O N S				
PARKER MYNCHENBERG & ASSOCIATES, INC.				
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS				
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117				
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com				
CERTIFICATE OF AUTHORIZATION NUMBER: 00003910				
CONCEPTUAL DEVELOPMENT PLAN				
NEW PORT APARTMENTS				
PORT ORANGE		* FLORIDA		
FILE NO. 1734SP4_BVB.DWG		DESIGNER: P.MYNCHENBERG		
DATE: 4/6/17		CADD TECH: BYB		
SCALE: 1" = 40'		SHEET 13 OF 33		SEAL

EXHIBIT "C"
ARCHITECTURAL ELEVATIONS



ARCHITECTURAL ELEVATIONS NEW PORT APARTMENTS

**PARKER MYNCHENBERG
& ASSOCIATES, INC.**

PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

EXHIBIT "C"



STAFF REPORT

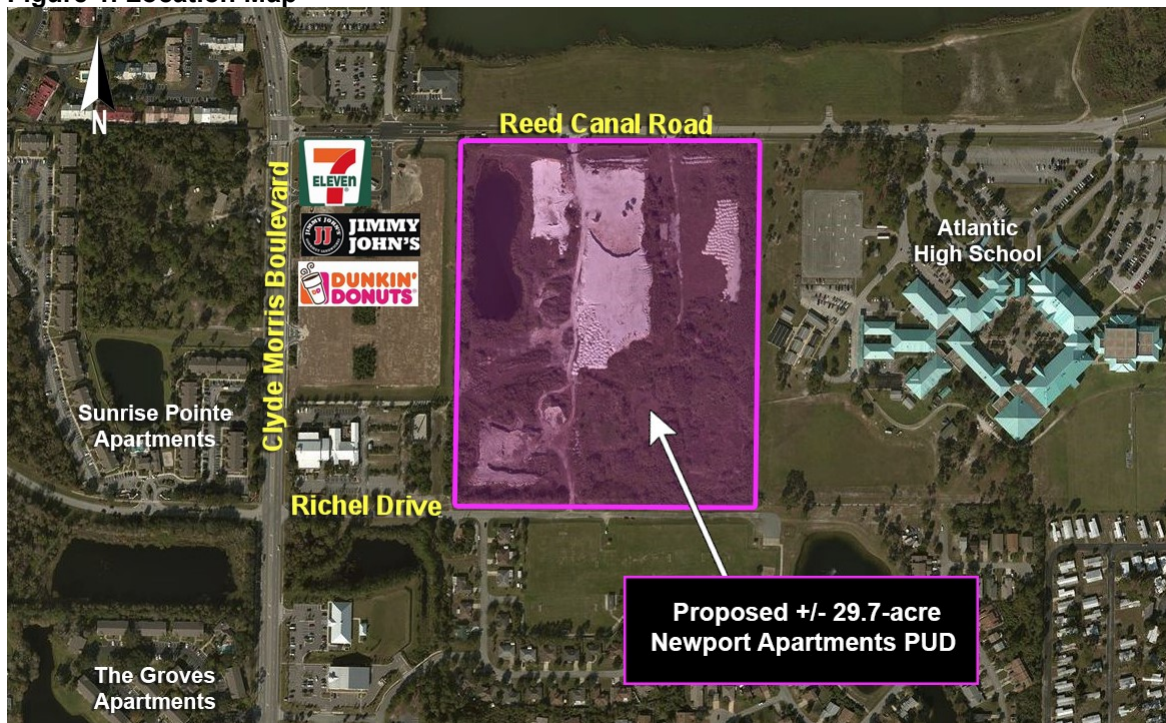
PUD Rezoning and New Port Apartments Master Development Agreement and Conceptual Development Plan
CASE NO. 18-65000002

REQUEST:	Rezone ±29.7 acres to Planned Unit Development (PUD) and approve the New Port Apartments Master Development Agreement (MDA) and Conceptual Development Plan (CDP).
LOCATION:	South side of Reed Canal Road, between Clyde Morris Boulevard and Atlantic High School
APPLICANT/OWNER:	POA Development, LLC
STAFF CONTACT:	Penelope Cruz, Planning Manager (386) 506-5671
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION DATE:	October 25, 2018
CITY COUNCIL DATE:	November 13, 2018

INTRODUCTION

The applicant requests to rezone ±29.7-acres from City of Port Orange Planned Commercial Development (PCD) and Volusia County Rural Agriculture (A-2) to City of Port Orange Planned Unit Development (PUD) and approval of the New Port Apartments Master Development Agreement (MDA) and Conceptual Development Plan (CDP). If approved, the applicant intends to develop the subject property as a 310-unit multi-family development along with associated site improvements. The subject property is located on the south side of Reed Canal Road, between Clyde Morris Boulevard and Atlantic High School (Figure 1 - Location Map).

Figure 1. Location Map



According to the Land Development Code (LDC), the proposed MDA constitutes a zoning document for the subject property, establishing permitted uses and certain development requirements. A MDA and CDP does not grant approval of any specific development itself, but rather establishes parameters for how the property can be developed. The CDP is an exhibit to the proposed MDA that includes the dimension requirements, and general location of parking, open space, landscape buffers, utilities, and drainage areas.

Specific site development requirements listed in the MDA and LDC, such as the type and location of trees and shrubs in the landscape buffers, location and size of the stormwater pipes, and water and sewer lines, roadway design, and other development requirements are finalized with the site plan. The site plan is typically a 30 to 50-page set of technical documents that are signed and sealed by a licensed engineer and contain extensive engineering and construction details. The site plan for the New Port Apartments is required to be designed to meet the requirements of the LDC and the proposed MDA. At this time a site plan has not been submitted.

CONSISTENCY WITH COMPREHENSIVE PLAN

The applicant has applied to change the Future Land Use (FLU) designation of a recently annexed ±9.91-acre parcel from Volusia County *Urban Low Intensity* (ULI) (0.2 – 4 units/acre) to City of Port Orange *Urban Medium Density Residential* (4-8 units/acre). The remaining acreage of the proposed development site has a FLU designation of *Urban High Density* (8-16 units/acre). The proposed rezoning to PUD and the MDA and CDP are consistent with the type of land use and density allowed by the FLU designations. The proposed MDA would allow a maximum of 310 multi-family units (10.44 units/acre) and is consistent with the overall density allowed by the FLU designations.

The current adopted and proposed FLU designation for the subject property and the current FLU designation of the adjacent properties is identified on Exhibit 1. The current and proposed zoning classification of the subject property and adjacent properties is identified on Exhibit 2.

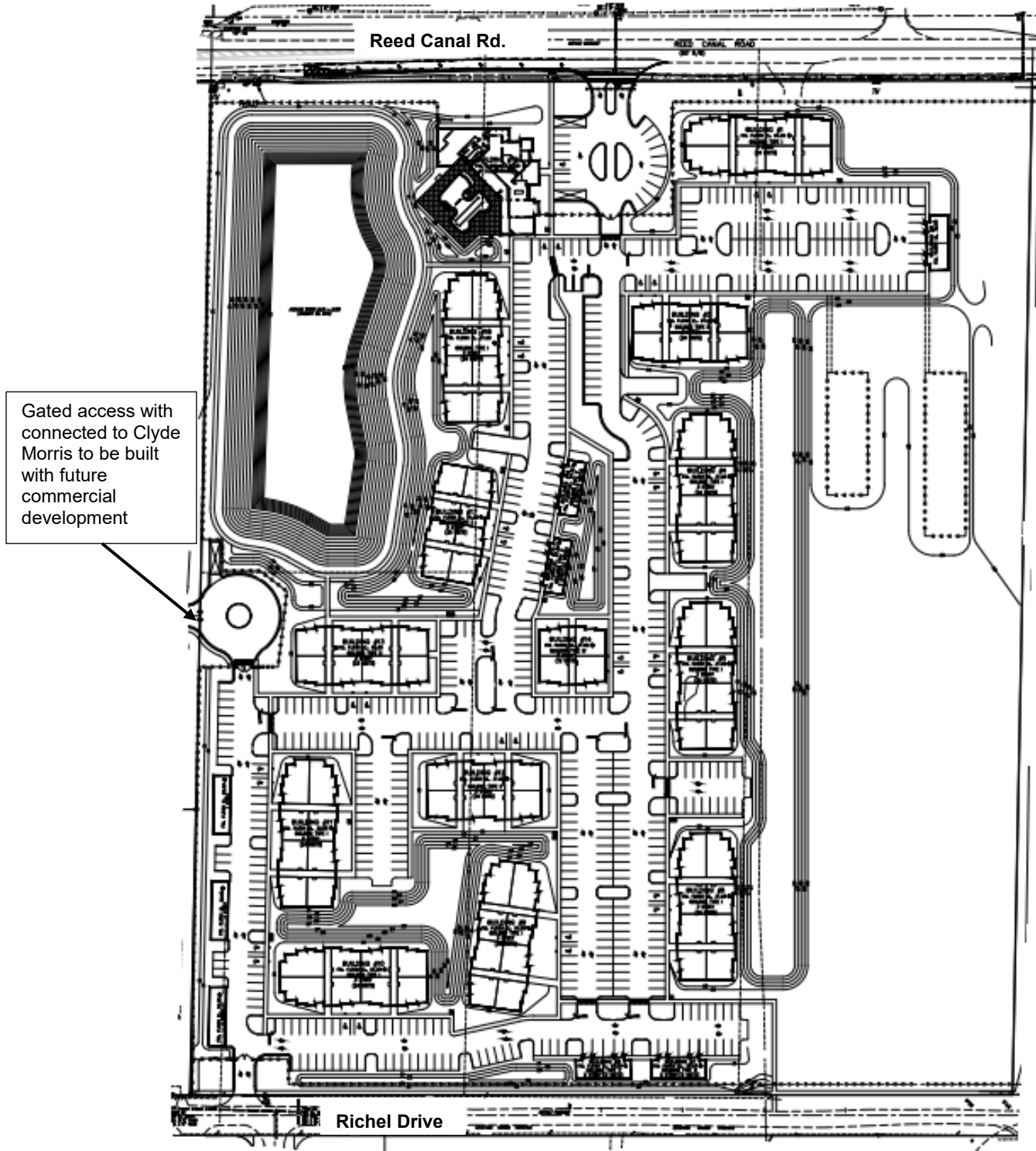
DEVELOPMENT PROPOSAL

If approved, the New Port Apartment MDA and the CDP (Exhibit 4) will provide the regulatory framework for the development of the subject property with a maximum of 310 multi-family units. The following discussion will focus on the significant aspects of the proposed MDA and CDP such as general site layout, access, dimensional requirements, landscape buffers, traffic and other infrastructure capacity. There are no deviations from the development regulations in the LDC as part of the proposed New Port MDA. The applicant chose to rezone to Planned Unit Development (PUD) rather than conventional zoning for flexibility in calculating gross density across the development.

General Layout

The Conceptual Development Plan (CDP) shows the general lot layout for the proposed 310 multi-family development (Figure 2 of the Staff Report and Exhibit B of the MDA). The general layout and improvements associated with this development will comply with the requirements of the LDC and the MDA.

Figure 2. New Port Apartments Conceptual Development Plan



Dimensional Requirements

The proposed MDA provides the dimensional requirements for the proposed development. The proposed building setback and open space in the MDA are generally consistent with City's conventional zoning districts that permit multi-family dwelling units (Table 1).

Table 1. Dimensional Requirements Comparison

Zoning	Minimum Living Area	Minimum Lot Width	Maximum Building Coverage	Minimum Open Space	Front Setback	Side Setback	Rear Setback	Maximum Building Height
New Port Apartments (Proposed PUD)	730 Sq.Ft.	150 Ft.	30%	60%	30 Ft.	25 Ft.*	20 Ft.**	45 Ft.
Low density multifamily residential (R-3L) district	750 Sq.Ft.	100 Ft.	40%	60%	30 Ft.	25 Ft.*	25 Ft.*	35 Ft.
Moderate density multifamily residential (R-3M) district	600 Sq.Ft.	150 Ft.	40%	60%	30 Ft.	25 Ft.*	25 Ft.*	45 Ft.
High density multifamily residential (R-3H) district	600 Sq.Ft.	150 Ft.	50%	50%	30 Ft.	25 Ft.*	25 Ft.*	45 Ft.

*Or equal to or greater than the building height

**This is considered a secondary front and the setback is based on the roadway landscape buffer requirement.

Access

Access to the development will be provided from a gated entrance off Reed Canal Road; a gated entrance to Clyde Morris Boulevard that is accessed through the commercial development at the south east corner of the Clyde Morris/Reed Canal intersection via an access easement; and a gated emergency access at Richel Drive. A new five foot (5') wide sidewalk will be constructed along Richel Drive for the entire length of the PUD property and throughout the development to connect to the new sidewalk and the existing sidewalk along Reed Canal Road.

Traffic

If the PUD rezoning is approved, the proposed site plan will be required to comply with the City's Concurrency Management requirements in the LDC. According to the traffic engineer for the proposed development, TEDS, Traffic Engineering Data Solutions, Inc., the proposed 310-unit multi-family development could generate ± 162 P.M. peak hour trips and $\pm 2,303$ daily trips.

According to the latest traffic counts for the area, there is roadway capacity for traffic that could be generated by the proposed development along the roadways adjacent to the development site (see Table 2). As with all development, the specific site development proposal for the property will be subject to concurrency regulations at the time of development requiring adequate transportation facilities to be provided or to mitigate the impacts.

Table 2. Roadway Capacity

Roadway Segment	Adopted Level-of-Service Standard	Maximum Capacity	Vehicles per Day	Remaining Capacity	Percentage of Roadway Capacity Used
Reed Canal Rd. (Nova Rd-Clyde Morris Rd.)	E	13,640	7,050	6,590	51.69%
Clyde Morris Blvd. (N. City Limits to Madeline Ave.)	E	37,970	24,230	13,740	63.81%
Clyde Morris Blvd. (Madeline Ave. to Willow Run)	E	37,970	23,240	14,730	61.21%

Source: Volusia County 2017 Traffic Counts (most current available data)

Transit services are also available just west of the site, on Clyde Morris Boulevard, via Votran route 12, which provides service between the Pavilion at Port Orange shopping center and Beach Street (Daytona Beach).

Open Space

The proposed MDA and the LDC requires 60% open space and 65% is provided. The proposed MDA and the LDC requires 20% common open space and over 20% is provided. The proposed common open space includes a pet park, sidewalk around the pond, and a clubhouse and pool for recreation.

Tree Preservation, Landscaping, and Wetlands

The proposed development will comply with the landscaping and tree preservation requirements of the City's LDC, including a 20' landscape buffer along Reed Canal Road and Richel Drive, the 15% tree preservation area, and the number of trees required (1/2,500 sq.ft.) for a multi-family development. A formal review of the landscaping and tree preservation will occur with the review of the site plan to verify compliance with the LDC.

Potable Water and Sanitary Sewer

The proposed subdivision will be served by potable water and sanitary sewer. The developer will construct potable water and sanitary sewer lines in accordance with the utility plan for this LDC. Irrigation will be provided by a private well and/or stormwater.

Stormwater Management

Stormwater will be retained as generally depicted on the CDP through a stormwater pond located in the north west corner of the property. The City's Comprehensive Plan and Land Development Code require that there be no net loss of stormwater retention function as a result of development. A given parcel must have the same ability to store and discharge water after development as it does before development occurs. The future development will be required to address stormwater retention on the property in accordance with City standards.

Schools

The Volusia County School District determined that there is adequate school capacity for the estimated students anticipated to be generated by the proposed 310-unit multi-family development (Exhibit 3).

RECOMMENDATION

Staff recommends approval of the rezoning for the New Port Apartments PUD and the Master Development Agreement and Conceptual Development Plan, subject to the following:

1. Approval of the Future Land Use amendment (Case No. 18-20000006); and
2. Review and approval of the MDA and CDP by the City Attorney's Office for legal form and content.

ATTACHMENTS

- Exhibit 1 – Current and Proposed Future Land Use Map
- Exhibit 2 – Current and Proposed Zoning Map
- Exhibit 3 – School District Review Letter
- Exhibit 4 – New Port Apartments PUD Master Development Agreement and
Conceptual Development Plan

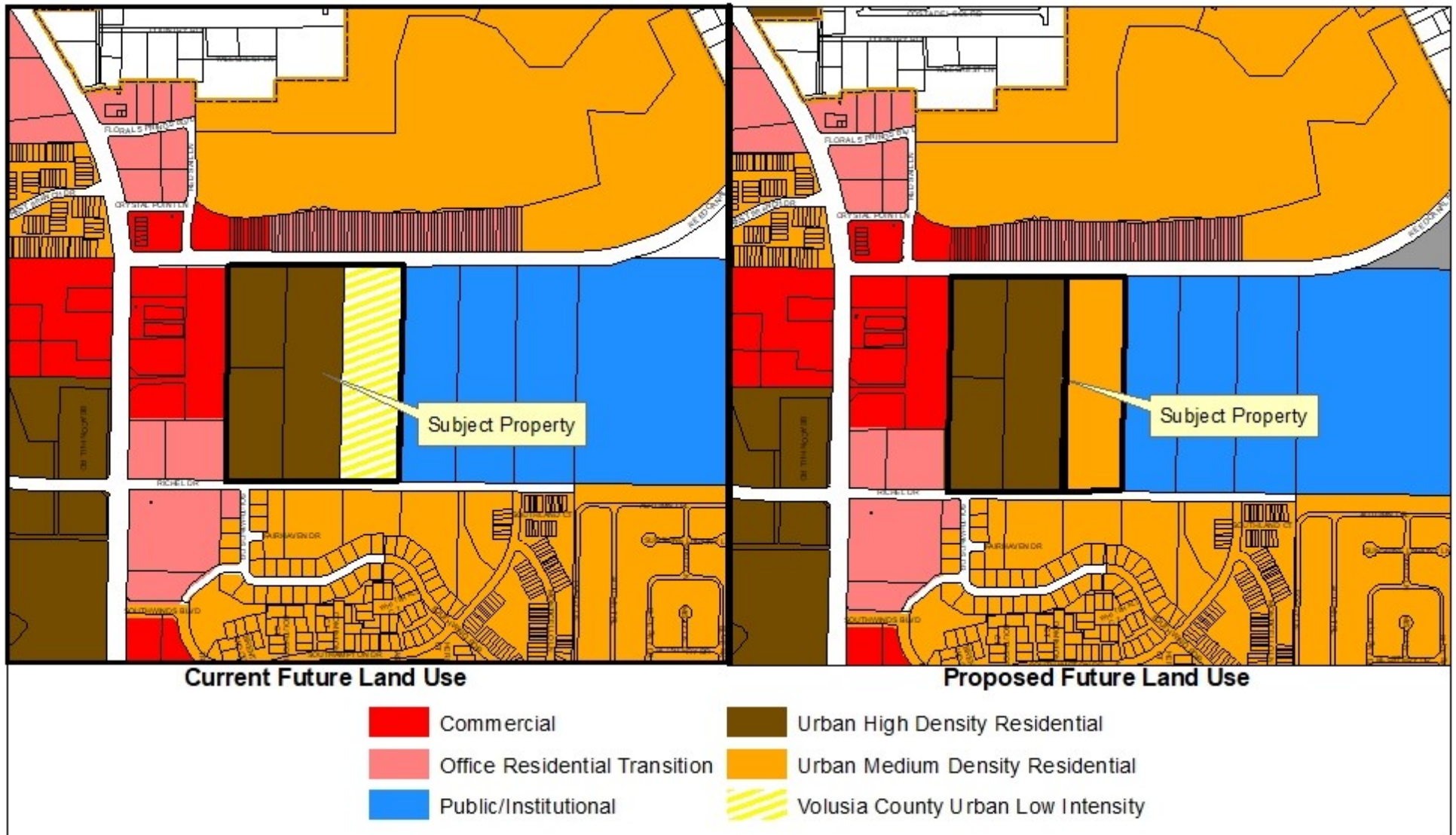
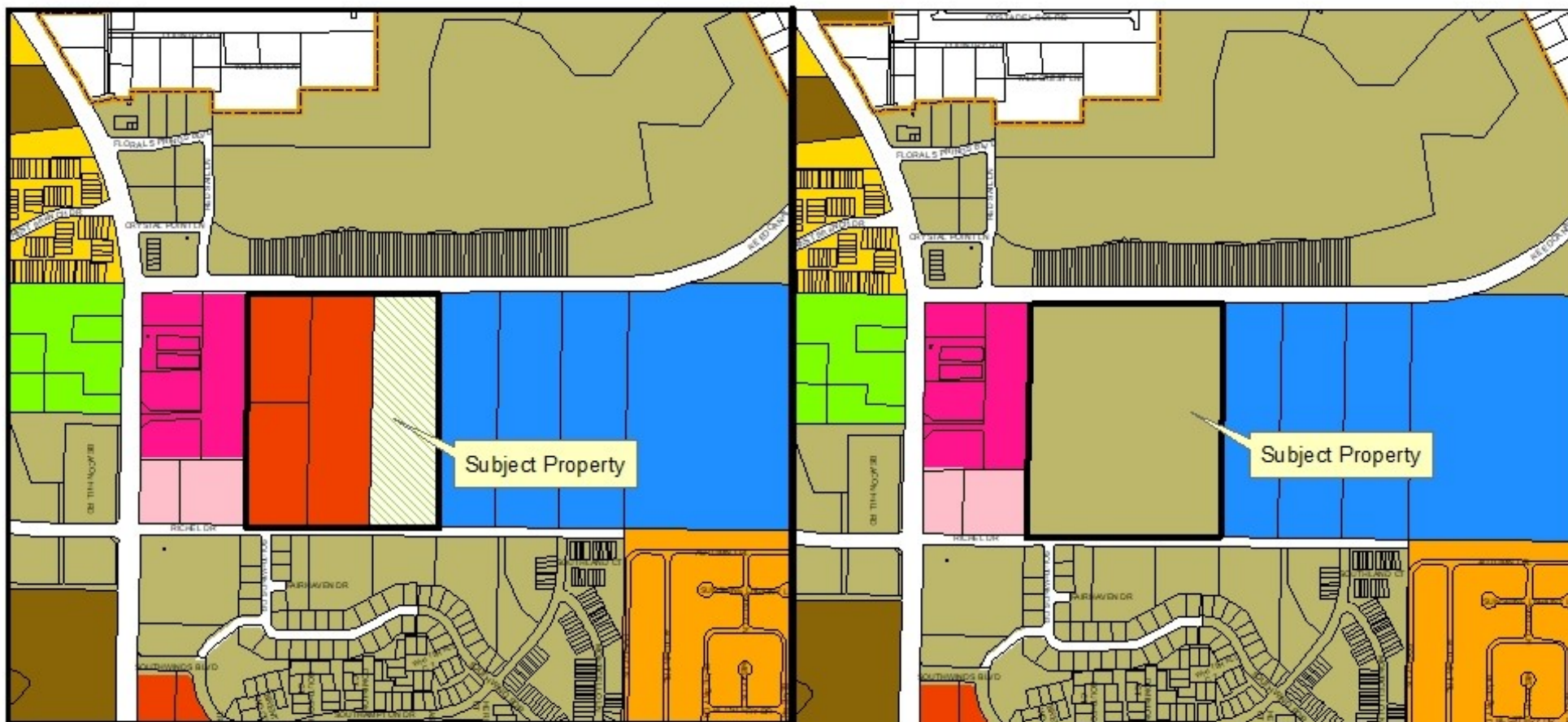


EXHIBIT 1

CASE NO. 18-65000002

DEPARTMENT OF COMMUNITY DEVELOPMENT





Current Zoning

Proposed Zoning

- | | | |
|---|--|---|
|  Agriculture |  Planned Commercial Development |  R-3L Multi-Family Residential |
|  Community Commercial |  Planned Unit Development |  R-3M Multi-Family Residential |
|  Government/Public Use |  Professional Office |  Residential Mobile Home |
| | |  Volusia County A-2 |

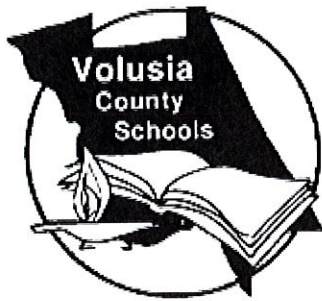


EXHIBIT 2

CASE NO. 18-65000002

DEPARTMENT OF COMMUNITY DEVELOPMENT





James T. Russell
Superintendent of Schools

FACILITIES SERVICES

3750 Olson Drive, Daytona Beach, Florida 32124
PHONE: 386/734-7190 FAX: 386/506-5056

Page 1 of 2

EXHIBIT 3

School Board of Volusia County

Mrs. Linda Cuthbert, Chairman
Dr. John Hill, Vice-Chairman
Mrs. Melody Johnson
Mr. Carl Persis
Mrs. Ida D. Wright

School Adequate Capacity Determination Finding of Adequate Capacity Letter

24 September 2018

Mr. Steve R. Buswell P.E.
Parker Mynchenberg & Associates
1729 Ridgewood Ave.
Holly Hill, FL 32117

RE: New Port Apartments CPA and Land Use Change - City of Port Orange
School Capacity Case #18-09-11-001-A

Dear Mr. Buswell:

The County Charter requires any Comprehensive Plan Amendment or Rezoning allowing increased residential density be effective only when adequate public schools can be timely planned and constructed to serve the projected increase in student population. The district uses this requirement as the guiding principle behind the school adequate capacity review.

The School District has reviewed the information for the proposed Land Use change and Comprehensive Plan Amendment associated with a total of +/- 29.7 acres of property located on Reed Canal Road adjacent to Atlantic High School within the City of Port Orange. The proposed changes would result in an increase in density of 40 multi-family dwelling units, from the currently allowed density of 285 to a maximum of 325 units, however the proposed PD is requesting a total of 310 units.

The district uses county wide Student Generation Rates (SGRs) of (.104) for multi-family dwelling units. By applying the SGR to the use types in Table 1, we find the project could generate thirty-two (32) full time students.

Table 1

UNIT TYPE	SGR	UNIT COUNT	STUDENTS GENERATED
Single Family Dwelling Unit	.305	0	0
Multifamily Dwelling Unit	.104	310	32.2
	Total		32

New Port Apartments CPA and Land Use Change - City of Port Orange
24 September 2018

When performing adequate capacity review district staff evaluates the effects of the proposed change compared to any remaining permanent capacity within the impacted schools, up to 100%, Table 2. The projected increase in student population may be over 100% if there are plans to serve increased student population in that planning area within the long-term planning horizon. A finding of adequate capacity may be issued in either case.

Table 2

Schools	18/19 SY Enrollment	% of Permanent Capacity	Plans for capacity increase long-term	Students projected
Sugarmill Elementary	670	108%	N	14
Silver Sands Middle	1221	105%	N	8
Atlantic HS	1351	98%	N	10

Long term plans for the area include a new elementary school on land currently owned by the school board. At the middle school level program changes and rezoning attendance boundaries can be used to balance enrollments; therefore, the school district has no objections to the proposed PD.

All future development orders, such as site plans and subdivisions, are subject to school concurrency review. School concurrency will be evaluated at that time when the impact of development is specifically quantified and known. Only funded school improvements and then current capacity will be considered at that time. No Student Reservations have been made at this time.

Please note that the School Board has the right to adjust the attendance boundaries to balance the student enrollment populations at these area schools. Consequently, students generated from this project may not attend the current assigned schools.

If you should have additional questions please contact me at (386) 947-8786, extension 50810.

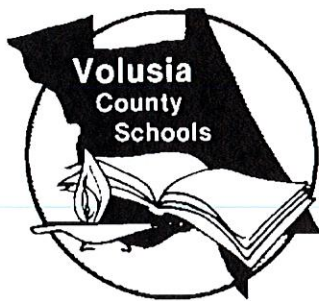
Sincerely,

Eric A. Kozielski 24 SEPT 2018

Eric A. Kozielski

Planning & GIS Specialist

Cc: James Russell, Superintendent of Schools
Penelope Cruz, City of Port Orange
Project File



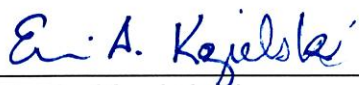
Finding of Adequate School Capacity **Volusia County School Board**

Project Information	
Project Name	New Port Apartments
VCSB Project #	#18-09-11-001-A
Jurisdiction Project#	
Parcel ID Numbers:	6306-01-00-0030; 6306-01-00-0031; 6306-01-00-0040; 6306-01-00-0050;
Project Location:	Reed Canal Road adjacent to Atlantic High School
Potential Residential Units:	310
Property Owner/Applicant:	Steve R. Buswell P.E., Parker Mynchenberg & Associates for POA Development LLC

Notes: Additional review will be required at time of subdivision/site plan submittal(s). No Student Reservations have been made.

Based upon the Findings of Fact, pursuant to School Board Policy 612 and Section 206 of the County Charter, the school district has determined at this time that school capacity is adequate to serve the proposed increase in residential density. This Finding shall constitute competent substantial evidence that adequate public school capacity is likely to be available at the time it is required to serve the planned new development.

Capacity is not being reserved with this Finding unless otherwise noted on this document. This Finding of Adequate School Capacity allows this subject project to continue through the Comprehensive Plan Amendment and/or rezoning process; however, may be subject to additional school capacity review in the future.


Eric A. Kozielski,
Planning & GIS Specialist

24 SEPT 2018
Issue Date



**NEW PORT APARTMENTS PLANNED UNIT DEVELOPMENT
A RESIDENTIAL PUD
MASTER DEVELOPMENT AGREEMENT**

REVISED

CITY OF PORT ORANGE, a Florida municipal corporation ("City"), and **POA DEVELOPMENT LLC** a Florida Limited Liability Company ("Developer"), hereby covenant and agree, and bind their successors and assigns as follows:

1. OWNERSHIP OF THE PROPERTY

This Planned Unit Development (PUD), commonly known as "NEW PORT APARTMENTS", involves approximately ±29.7 acres of land which is legally described on Exhibit "A" attached hereto, and shall henceforth be referred to as the "Property". The Property is under the sole ownership of POA Development LLC signatory to this MDA. A letter of authorization of ownership is attached to Developer's application materials. This MDA between City and Developer shall revoke any and all prior development agreements applicable to the Property.

2. DEVELOPMENT CONCEPT

The New Port Apartments PUD provides for an apartment residential development that offers for lease apartments, adding additional housing choices to the Port Orange community. It will be marketed to and targeted for a variety of demographic groups, including young professionals, active retirees, and "empty nesters" seeking to rent an apartment with less maintenance responsibilities.

3. DEVELOPMENT AGREEMENT AND CONCEPTUAL DEVELOPMENT PLAN

Development of the Property shall be controlled by the terms and provisions of this Master Development Agreement (the "MDA") and the Conceptual Development Plan (the "Conceptual Plan"), attached hereto as Exhibit "B", for the Property which generally depicts the planned layout of the clubhouse, accesses, apartment buildings, and other planned features or improvements to

the Property. Collectively, this MDA and the Conceptual Plan for the Property may be referred to as the “Plan”. In the event of a conflict between the terms and provisions of the MDA and the graphic illustrations of the Conceptual Plan, the MDA shall control. If the MDA is silent regarding a particular subject or requirement, such silence shall not be construed as a conflict with the Conceptual Plan. Unless otherwise specifically described within the MDA, final development and development permits for uses/structures within the PUD shall comply with regulations, ordinances, and resolutions in effect at the time of plan approval or permit application.

The parties acknowledge that compliance with City’s Land Development Code (the “LDC”) may necessitate modification of the Conceptual Plan. In the event modification to comply with the LDC is required, and the modifications to the Conceptual Plan are not in conflict with the textual provisions of this MDA and any City ordinances not superseded by this MDA, the modifications shall be deemed “minor” and may be approved without formal amendment of this MDA. Minor modifications shall require City Administrative Official’s written approval. If Developer is not satisfied with the suggested resolution of any problem or the decision by City Administrative Official categorizing the modification as minor or major, Developer may appeal the decision to the Planning Commission. Appeals from the Planning Commission may be made to City Council.

4. USAGE OF THE PROPERTY

A. Permitted Uses

The Property will be developed as a single, unified site. The Property shall be used for residential purposes and developed as a leased apartment residential community with open space and other buffers as specified herein. The project shall be developed for a maximum of 310 apartments for a maximum density of ±10.44 dwelling units per acre. When considered in light of other housing and community choices in the vicinity the New Port Apartments PUD will provide

for a compatible residential development that is consistent with surrounding land use pattern, while providing an additional option to the Port Orange community.

B. Temporary Use

Developer, at its option and, subject to compliance with the provisions of LDC Chapter 5, Section 10, as applicable, may locate a sales office in the development, upon site plan and building permit approval. The sales office shall be for the purpose of leasing apartments within the New Port Apartments. Parking for the temporary activities allowed by this paragraph shall be in the parking spaces provided for the sales office/model home and shall be handicapped accessible.

C. Minimum Lot Area

The minimum lot area is 29.7 acres. A Unity of Title shall be recorded to combine existing lots prior to issuance of a Site Plan Development Order.

D. Number of Units/Density

The total number of residential units in the development shall not exceed three hundred and ten (310) dwelling units or a gross project density of ±10.44 dwelling units per acre.

E. Open Space

The New Port Apartment PUD complies with the LDC requirement of a minimum of sixty percent (60%) of the total project area as open space.

F. Maximum Lot Coverage

1. Maximum Building Lot Coverage: 30%
2. Maximum Impervious Lot Coverage: 40%

G. Maximum Building Height

The maximum building height shall not exceed forty-five feet (45')

H. Dimensional Requirement

1. Minimum Building Setbacks (principal structure):

A. Clubhouse/Apartments

- | | | |
|----|-------------------------|---|
| 1. | Front (Reed Canal Road) | 30 ft. from adjacent right-of-way; |
| 2. | Rear (Richel Drive) | 20 ft. from the rear property line; and adjacent right-of-way |
| 3. | Side | 25 ft. or equal to or greater than the building height |
| 4. | Side Corner | Equal to front setback |

2. Special Setbacks

No accessory structures or pools shall be allowed in the required setback area. A fence or wall are permitted to be installed on the site perimeter, subject to compliance with the standards established by the LDC.

3. Minimum Lot Dimensions

- | | |
|---------------------------------|-----------------------|
| A. Lot Area: | 29.7 acres |
| B. Lot Width: | 150 ft. |
| C. Minimum Apartment Floor Area | 730 sf. per apartment |

5. ARCHITECTURAL STANDARDS AND REVIEW

The overall architectural theme of the project shall be consistent with preliminary architectural plans as illustrated in “Exhibit C”. All colors, materials, signage, building orientation, and architectural styles shall be consistent with “Exhibit C.”

6. PHASING

Development of the Property will occur in one (1) phase.

7. SANITARY WASTE, STORMWATER, AND POTABLE WATER

It is anticipated that Developer will extend water and sewer lines to serve the Property and the development authorized herein. If City desires to extend the water and sewer lines prior to Developer's need for installation of Developer's lines, Developer shall grant the necessary utility easements to City and City shall, at its sole cost, install and pay for such lines. Stormwater shall be retained and detained as generally depicted on the Conceptual Plan. Developer shall comply with City's LDC and the rules and regulations of the St. Johns River Water Management District concerning stormwater drainage. All utilities shall be designed and constructed to meet the latest Code of Ordinance Land Development Code and City Standard Construction Details. . Reclaimed water is owned and maintained by Volusia County and is not considered available for use at the proposed site. The Property will be developed as a single, unified site without regard to platted lot lines; and, as such, Developer will not be required to construct stub-outs to property boundaries or unserved open space within the Property. Two potable water master meters will service the development. The water master meters will be located off Reed Canal Road and Richel Drive.

8. ROADS, SIDEWALKS, PARKING, AND CONNECTIVITY

Roads, drives, parking lots, and sidewalks within the New Port Apartments PUD shall be private. The development of the New Port Apartments PUD shall comply with the transportation concurrency management requirements established in the City of Port Orange Comprehensive Plan and LDC. Access to New Port Apartments is provided through three (3) access points

1. Gated Entrance: Reed Canal Road.
2. Gated Entrance: Access Easement to Clyde Morris Boulevard.
3. Emergency Access at Richel Drive.

Developer may be required to rebuild existing sidewalk on Reed Canal Road to meet ADA requirements and install a minimum five foot (5') wide sidewalk on Richel Drive for the entire length of the PUD and within the development, as shown on the concept plan "Exhibit B." All roads and sidewalks will be built to City standards. All improvements in Reed Canal Road right-of-way to be constructed to Volusia County standards.

Parking areas shall, be provided on site as permitted by the LDC, and be permitted throughout the project as illustrated on the Conceptual Plan.

9. IMPACT FEE CREDIT

Nothing in this MDA shall be construed as a waiver by Developer of its right to pursue impact fee credits for any and all work performed by Developer for which impact fee credits can be awarded.

10. MAINTENANCE OF OPEN SPACE AND FACILITIES

Developer will operate, maintain, and control, subject to other documents of record, the open space, and common facilities, including but not limited to all sidewalks, parking lots and access driveways, all of the lakes and storm water drainage systems within the PUD and the entrance features and areas to the PUD. The owner/developer will have the authority and means to hire, supervise, and regulate persons employed by them for the maintenance, repair, and operation of open space areas and facilities. If the owner/developer fails to perform the maintenance, repair, or replacement, as necessary, of the stormwater drainage facility, the City shall have the right to enter upon the common area of the PUD and to provide the maintenance, repair, or replacement of the stormwater drainage facility and shall have the right to lien all owners of record in the PUD for the cost of such maintenance, repair, and replacement as City may deem necessary.

11. PROJECT BUFFERS AND LANDSCAPING

In order to comply with the requirements of Chapter 13, Section 3 and 3.5 of the Port Orange LDC, a perimeter buffer shall be provided as shown on the Conceptual Plan and shall comply with the following standards and requirements. A perimeter landscape buffer with a width of twenty feet (20') along portions of Reed Canal Road and Richel Drive property boundaries and a width of twenty feet (20') along the east and west property boundary, as shown in the Conceptual Plan. Landscaping within the perimeter landscape buffers shall meet or exceed the minimum requirements of the Port Orange LDC. Existing vegetation in the perimeter buffer that may remain undisturbed shall count towards the landscaping requirements for the buffer. Existing vegetation that is determined by City to be invasive exotics, diseased/dying and/or interfering with required extension of utilities may be removed, provided that any viable protected or specimen trees shall be mitigated in accordance with the City of Port Orange LDC, as amended. The landscape plans required for the final site plans shall account for the removal and mitigation of trees within the perimeter buffers. No structures, primary or accessory, will be allowed within the twenty-foot (20') perimeter buffer installed as depicted in the Conceptual Plan. Installation of the twenty-foot (20') landscape buffer along Reed Canal Road and Richel Drive must be installed prior to approval of the first Certificate of Occupancy in the development. The landscape buffers shall be part of the open space. Maintenance and repair of the landscape buffers within said open space shall be the responsibility of the owner/developer. A perimeter fence or wall may be permitted within the landscape buffer.

12. FENCING ALONG EXISTING RIGHTS-OF-WAY

A six foot (6') high ornamental aluminum or PVC fence shall be constructed along the roadway landscape buffer of Reed Canal Road and Richel Drive to provide security for portion of

the New Port Apartments PUD, as shown on the Conceptual Plan. Construction of the six feet (6') high aluminum or PVC fence along Reed Canal Road and Richel Drive will be located outside the twelve-foot (12') Utility/Drainage/Access Easement. Maintenance and repair of the six feet (6') ornamental fences shall be the responsibility of the owner/developer.

13. ENVIRONMENTAL CONSIDERATIONS

Both during and after construction, Developer will use reasonable efforts to preserve trees and natural vegetation within the Property and maximize protection of natural drainage pathways. The PUD shall comply with the tree preservation requirements of City's LDC. Developer shall comply with all rules, statutes, laws and regulations pertaining to protected wildlife species, including but not limited to the rules and permitting requirements of the Florida Game and Freshwater Fish Commission concerning gopher tortoises. Compliance with the City Environmental Preservation Code may necessitate modification of the Conceptual Plan.

14. EXPIRATION

The duration of this MDA shall not exceed ten (10) years from the date of its execution. This MDA may be extended for an additional five (5) year term by mutual consent of Developer and the City subject to a public hearing. Development of the New Port Apartments PUD shall commence within three (3) years from the date of execution of this MDA. Failure to comply with the schedule set out above shall cause this MDA to lapse unless the schedule is modified by mutual agreement of Developer and the City. Development shall be as defined by the LDC.

15. EFFECTIVE DATE

This MDA shall become effective upon recording in the Public Records of Volusia County, Florida.

16. AMENDMENTS

Amendments to this MDA, other than minor modifications to the Conceptual Plan as referred to in Section 3 of this MDA, shall not be effective unless in writing and signed on behalf of the City and by all record title property owners of the land for which this amendment is to be applied.

Before amending this MDA, the City shall conduct one or more public hearings. At the City's option, one of these public hearings may be held by the City's Planning Commission.

A. Notice of intent to consider an amendment to this MDA shall be published by the City, at Developer's cost, in a newspaper of general circulation and readership in Volusia County, Florida.

B. If applicable, notice of intent to consider an amendment shall comply with the requirements of Section 166.041(3)(C), Florida Statutes, as amended from time to time.

C. The day, time, and place at which the second public hearing will be held shall be announced at the first public hearing.

D. The notices required above shall specify the location of the PUD Property, the location of that portion of the PUD Property subject to the proposed amendment, the nature of the proposed amendment, and the following information to the extent applicable:

- i. Changes in permitted, conditional, and/or prohibited uses proposed;
- ii. Changes in population densities proposed; and
- iii. Changes in building intensities and/or height proposed.

E. The notices shall specify a place where a copy of the proposed amendment can be obtained.

17. CONFORMANCE WITH THE LAWS

Developer agrees:

A. To develop the Property according to all PUD regulations of the City to the extent those regulations are not inconsistent with the Plan for the Property.

B. To provide agreements, contracts, deed restrictions, and sureties and other documents required by the City Legal Department for completion of the development and for the continuing operation and maintenance of such areas, functions and facilities as are not to be provided, operated or maintained at public expense, and that Developer's successors in title will be bound by Developer's commitments made in this MDA.

C. To be bound by all City codes and ordinances that are not in conflict with the provisions of this MDA.

18. ENFORCEABILITY

If any provision of this MDA is held by a court of competent jurisdiction to be invalid or otherwise unenforceable, such holding shall not affect the validity of enforceability of any other provision of this MDA unless the holding so states.

19. PRIOR AGREEMENTS

This MDA represents the complete understandings by and between the parties with respect to the development and continued use of the subject property. Any and all prior agreements between the parties with respect to any subject comprehended by this MDA is hereby voided and superseded by this MDA.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto attached their hands and seals this _____
day of _____, 2018.

Signed, sealed and delivered
in the presence of

Witness 1 Signature

Print Name of Witness 1

Witness 2 Signature

Print Name of Witness 2
STATE OF FLORIDA
COUNTY OF VOLUSIA

CITY OF PORT ORANGE,
a Florida municipal corporation

By: Donald O. Burnette, Mayor

Attest:

By: Robin Fenwick, City Clerk

The foregoing instrument was acknowledged before me this _____ day of __, 2018, by Donald O. Burnette, Mayor of City of Port Orange, Florida, a Florida Municipal Corporation, on behalf of City, who is personally known to me and did not take an oath.

Notary Type, Print or Stamp Name
My commission Expires _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of __, 2018, by Robin Fenwick, City Clerk of City of Port Orange, Florida, a Florida Municipal Corporation, on behalf of City, who is personally known to me and did not take an oath.

Notary Type, Print or Stamp Name
My commission Expires _____

DEVELOPER:

POA Development LLC

By: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, Nathan Collier as Manager of POA Development LLC. He is personally known to me OR has produced _____ as identification.

Notary Type, Print or Stamp Name
My commission Expires _____

EXHIBIT "A"
LEGAL DESCRIPTION

LEGAL DESCRIPTION:

LOTS 3 AND 4

LOTS 3 AND 4, BENNETT SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 6, PAGE 11 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

LOT 5

LOT 5, BENNETT SUBDIVISION OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 6, TOWNSHIO 16 SOUTH, RANGE 33 EAST, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 6, PAGE 11 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

LEGAL DESCRIPTION

**PARKER MYNCHENBERG
& ASSOCIATES, INC.**

PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

EXHIBIT 'A'

EXHIBIT "B"

CONCEPTUAL DEVELOPMENT PLAN

NEW PORT APARTMENTS

CONCEPTUAL DEVELOPMENT PLAN

PORT ORANGE, FLORIDA

VOLUSIA COUNTY, FLORIDA

RECEIVED
9-20-18

CITY OF PORT ORANGE
Community Development

REVISED

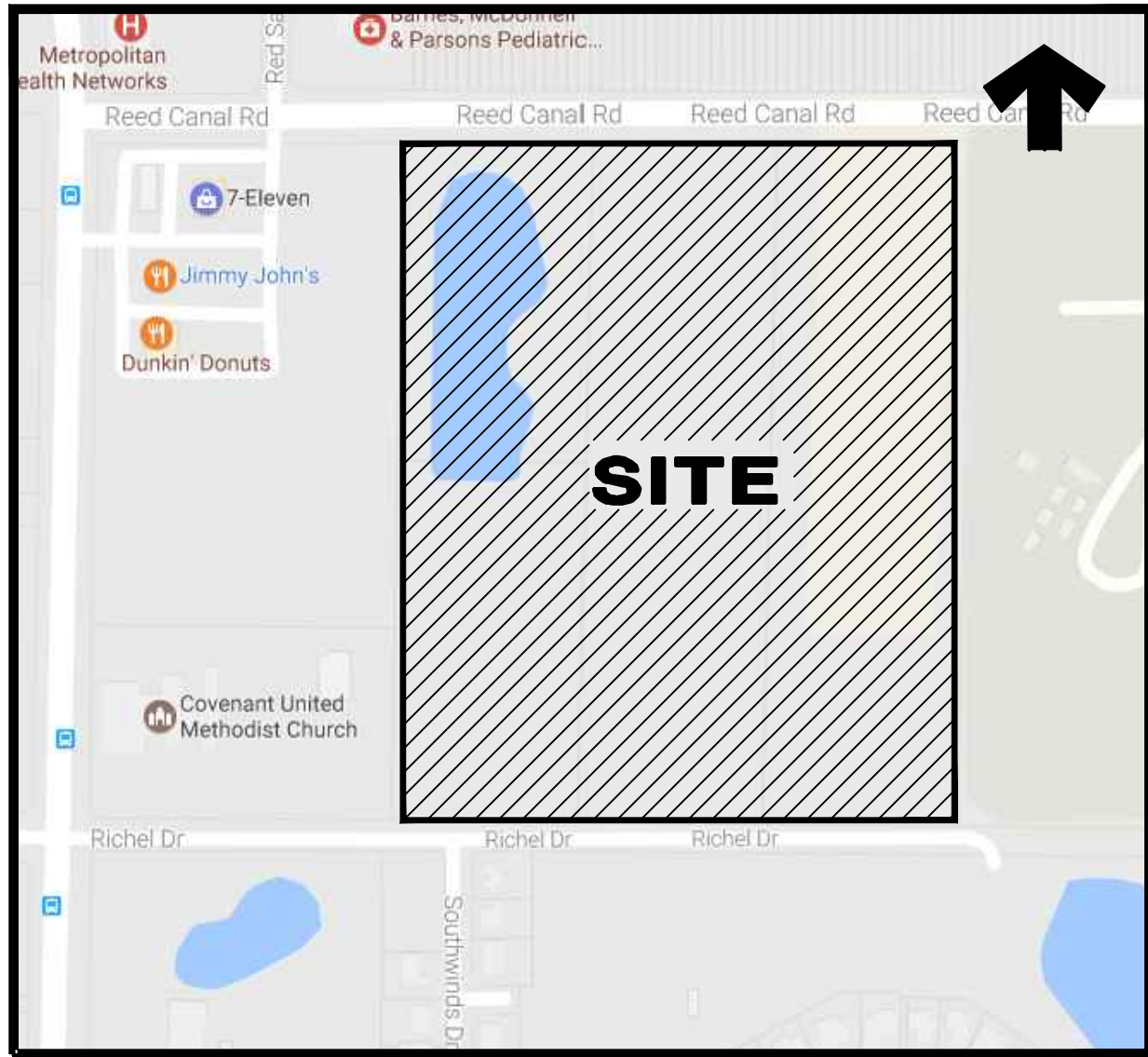
GENERAL NOTES

- BOUNDARY, TOPOGRAPHY, AND TREE LOCATION BASED ON SURVEY PREPARED BY SLIGER & ASSOCIATES INC., J.E. ZAPERT PLS #4046 DATED: 02-06-2018 (JOB NUMBER: 18-0093)
- CONTRACTOR TO VERIFY EXISTING UTILITIES PRIOR TO CONSTRUCTION AND TO REPORT ANY DISCREPANCIES TO DESIGN ENGINEER.
- WHERE EXISTING GRADES ARE SHOWN TO BE INCREASED BY FILL IN AREAS OF EXISTING UTILITIES, ALL VALVES AND BOXES, MANHOLES LIDS AND COVERS AND SIMILAR APPURTENANCES MUST BE ADJUSTED ACCORDINGLY TO MATCH THE FINISHED GRADE.
- POTABLE WATER MAINS LARGER THAN 4" DIA. AND GREATER ARE TO BE PVC DR-18 C-900. 2" POTABLE WATER SERVICES SHALL BE POLYETHYLENE TUBING (BLUE UNLESS OTHERWISE INDICATED). RECLAIMED WATER MAINS ARE TO BE PURPLE P.V.C. DR-18 C-900. 1-1/2" REUSE WATER SERVICES SHALL BE POLYETHYLENE TUBING (PURPLE).
- BENCHMARK REFERENCE TO THE NATIONAL GEODETIC VERTICAL DATUM, 1929 (NGVD29) PER MEASUREMENTS FROM BENCHMARK NO. 27, ELEVATION 24.33 AND BENCHMARK NO. 25, ELEVATION 26.03 AS ESTABLISHED AND PUBLISHED BY THE CITY OF PORT ORANGE.
- TRAFFIC CONTROL SIGNS TO BE IN ACCORDANCE WITH FDOT STANDARDS & SPECIFICATIONS
- ALL CONSTRUCTION SHALL BE IN CONFORMANCE WITH THE CITY OF PORT ORANGE STANDARD CONSTRUCTION DETAILS LATEST VERSION UNLESS OTHERWISE SPECIFICALLY APPROVED.
- THE UTILITY COMPANIES WITH SERVICE IN THE AREA ARE LISTED BELOW:

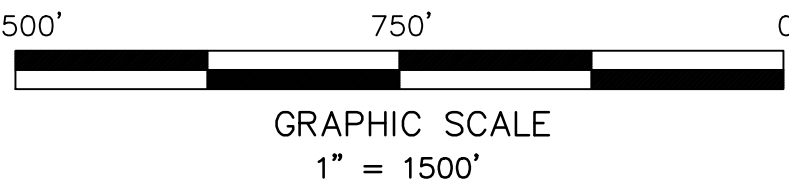
SPECTRUM	(386) 760-9941
TECO PEOPLE GAS INC.	(386) 671-2253
BELL SOUTH	(386) 252-7913
VOLUSIA COUNTY SIGNAL SHOP	(386) 239-6537
FPL FIBER NET LLC	(305) 522-3249
MCI TELECOMMUNICATIONS CORP.	(407) 870-7419
FDOT ITS/DASH - MIKE SMITH	(386) 943-5360
- ALL PROPOSED UTILITIES ARE TO BE INSTALLED UNDERGROUND.
- ALL NON-PAVED AREAS SHALL BE PLANTED, GRASSED, OR MULCHED.
- STAKED TURBIDITY BARRIERS SHOWN ARE THE MINIMUM EROSION CONTROL FEATURES. OTHERS MAY BE NECESSARY DEPENDING ON SITE CONDITIONS AT THE TIME OF CONSTRUCTION.
- PROJECT ADDRESS: 1401 REED CANAL ROAD, PORT ORANGE, FLORIDA 32127
- CONTRACTOR SHALL SCHEDULE A CITY REPRESENTATIVE TO BE PRESENT TO OBSERVE PIGGING OF WATER LINES.
- CONSTRUCTION SEQUENCING NOTES:
 - IF ANY MUCK OR MUCK-LIKE MATERIAL IS DISCOVERED, IT WILL BE REQUIRED TO BE REMOVED, BACKFILLED WITH APPROPRIATE FILL, COMPACTED, & TESTED USING AASHTO T-180 MODIFIED PROCTOR METHOD.
 - PRIOR TO THE FILLING ON FUTURE ROADWAY & LOT AREAS, THE REMOVAL OF ANY VEGETATION & TOP SOIL MUST BE PERFORMED.
 - A SIGNED, SEALED, & DATED LETTER FROM A SOILS ENGINEER OR ENGINEER OF RECORD CERTIFYING THAT THE AREAS TO BE FILLED HAVE BEEN STRIPPED OF ORGANIC MATERIAL MUST BE SUBMITTED TO THE CITY PRIOR TO FILLING.
 - NO BURYING OF ANY ORGANIC MATERIALS IS PERMITTED.
 - ANY BURNING OF ANY MATERIALS ON-SITE MUST BE APPROVED & PERMITTED BY THE FIRE MARSHALL. A PERMIT MUST BE OBTAINED ON A DAILY BASIS PRIOR TO THE DAY OF THE ANTICIPATED BURNING.
 - ALL FILLING IS TO BE PERFORMED IN ONE FOOT LIFTS. THE COMPACTION REQUIREMENT IS 98% FOR PAVED AREAS & 95% FOR UNPAVED AREAS & FUTURE BUILDING PADS BASED ON THE AASHTO T-180 MODIFIED PROCTOR TEST.
 - TEMPORARY FILL STOCKPILING IS NOT PERMITTED IN LIFTS GREATER THAN SIX FEET.
 - AT A MINIMUM, STOCKPILES THAT WILL REMAIN IN PLACE IN EXCESS OF 20 DAYS, SHOULD BE SEEDED & MULCHED IMMEDIATELY UPON PLACEMENT OF THE FINAL LIFT AND SHALL HAVE A MAX. HEIGHT OF 6 FEET.
 - SOILS ARE TO BE STABILIZED BY WATER OR OTHER MEANS DURING CONSTRUCTION. THIS IS INTENDED TO REDUCE SOIL EROSION & THE IMPACT TO NEIGHBORING COMMUNITIES.
 - UPON COMPLETION OF EACH PORTION OF A PROJECT WITHIN A PHASE OF THE PROJECT, SEEDING & MULCHING AND/OR SODDING IS TO BE PERFORMED PRIOR TO COMMENCING THE NEXT PHASE.
 - ONCE AN AREA IS SEEDED OR SODDED, IT MUST BE MAINTAINED TO ALLOW THE GRASS TO GROW.
 - ALL NON-PAVED AREA MUST BE PLANTED, GRASSED, OR MULCHED.
 - ALL PROPOSED UTILITIES ARE TO BE INSTALLED UNDERGROUND.
 - ALL STORMWATER PIPING CONNECTION JOINTS MUST BE WRAPPED WITH FILTER FABRIC TO PROHIBIT THE SEEPAGE OF SEDIMENTS THROUGH THE JOINT. THE WRAP SHOULD BE A MINIMUM OF 36 INCHES IN WIDTH AND INSTALLED WITH AN OVERLAP OF AT LEAST 18 INCHES.
 - ALL STORMWATER PIPING CONNECTION JOINTS MUST BE WRAPPED WITH FILTER FABRIC TO PROHIBIT THE SEEPAGE OF SEDIMENTS THROUGH THE JOINT. THE WRAP SHOULD BE A MINIMUM OF 36 INCHES IN WIDTH AND INSTALLED WITH AN OVERLAP OF AT LEAST 18 INCHES.
- FLOOD ZONE: "X", PER THE FLOOD INSURANCE RATE MAP FOR THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, PANEL NUMBER 12127C0368H, DATED: FEBRUARY 19, 2014.
- ALL SIGNAGE TO BE APPROVED BY SEPARATE PERMIT.

SPECIFIC NOTES

- THERE SHALL BE NO OVERNIGHT CONSTRUCTION VEHICLE RELATED PARKING, CONSTRUCTION MATERIALS PLACEMENT, OR STORAGE OF ANY KIND PERMITTED WITHIN THE COUNTY RIGHT OF WAY IN ACCORDANCE WITH VOLUSIA COUNTY ORDINANCE ARTICLE 1, SECTION 94-1."
- THERE SHALL BE NO DELIVERIES, BLOCKAGES OR RESTRICTIONS OF ANY KIND WITHIN THE COUNTY MAINTAINED THROUGH LANES BETWEEN THE HOURS OF 6 AM TO 9 AM AND 4 PM TO 6 PM, UNLESS OTHERWISE APPROVED BY THE COUNTY TRAFFIC ENGINEER.
- ALL EXISTING SIDEWALKS WITHIN THE COUNTY RIGHT OF WAY SHALL REMAIN OPEN OR PROVISIONS OF A TEMPORARY WALKWAY SHALL BE PROVIDED IN ACCORDANCE WITH VERSION 2006 OF THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD INDEX 660." MID BLOCK CLOSURE WITH TEMPORARY WALKWAY" UNLESS OTHERWISE APPROVED BY THE COUNTY TRAFFIC ENGINEER."



VICINITY MAP



APARTMENT BUILDING INFORMATION

8-TYPE I BUILDINGS @ 24 UNITS = 192
3-TYPE II BUILDINGS @ 24 UNITS = 72
1-TYPE III BUILDINGS @ 24 UNITS = 24
1-TYPE IV BUILDING @ 12 UNITS = 12
5-TYPE V BUILDINGS @ 2 UNITS = 10
TOTAL UNITS = 310

PARKING CALCULATION

PARKING REQUIRED:
2 SPACES/UNIT @ 310 UNITS = 620 SPACES

PARKING PROVIDED:
STANDARD = 595 SPACES
HANDICAPPED = 29 SPACES
TOTAL = 624 SPACES*

*(THIS INCLUDES 586 SPACES + 38 GARAGE BAYS)

BICYCLE PARKING REQUIRED = 10% OF THE REQUIRED CAR PARKING
BICYCLE PARKING REQUIRED = (0.10)(624) = 62 SPACES
BICYCLE PARKING PROVIDED: 20 @ 5-BIKE RACKS = 100 SPACES

LAND USE TABULATION

SITE AREA: 1,293,873 S.F. = 29.7 ACRES
DENSITY = 310 DU/29.7 AC. = 10.44 DU/AC.

F.A.R. CALCULATION

TOTAL SQ. FOOTAGE = 442,800
TOTAL SITE AREA = 1,293,873
F.A.R. = 442,800/1,293,873 = 0.3422

SITE COVERAGE CALCULATION

TOTAL SITE AREA = 1,293,873 S.F. = 29.7 ACRES
BUILDING AREA = 156,407 S.F. = 12% COVERAGE

IMPERVIOUS AREA

PARKING AREA = 257,800 S.F.
SIDEWALK/DRIVES = 47,035 S.F.
BUILDING = 156,407 S.F.

TOTAL IMPERVIOUS AREA = 452,201 S.F. = 35%
TOTAL LANDSCAPE AREA = 841,672 S.F. = 65%

VOLUSIA COUNTY USE PERMIT GENERAL NOTES:

- NOTIFY VOLUSIA COUNTY DEVELOPMENT ENGINEERING DIVISION AT (386) 736-5926 A MINIMUM OF 24 HOURS PRIOR TO THE START OF CONSTRUCTION. FAILURE OF THE PERMITTEE TO OBTAIN THE APPROPRIATE INSPECTIONS PRIOR TO PROCEEDING WITH WORK SHALL NOT RELIEVE THE PERMITTEE FROM REEXCAVATION OR OTHER MEASURES NECESSARY FOR THE INSPECTION OF WORK.
- VOLUSIA COUNTY TRAFFIC ENGINEERING (386) 736-5968 IS NOT A MEMBER OF SUNSHINE ONE CALL. WHEN REQUESTING LOCATES, PLEASE PROVIDE A MINIMUM ADVANCED NOTIFICATION OF TWO (2) BUSINESS DAYS PRIOR TO PROPOSED WORK.
- COORDINATION WITH VOLUSIA COUNTY TRAFFIC OPERATIONS (386) 239-6535 IS REQUIRED WITH A MINIMUM ADVANCED NOTICE OF SEVEN (7) DAYS PRIOR TO ANY SIDEWALK, LANE OR ROAD CLOSURE (INCLUDING FLAGGING OPERATIONS).
- OPERATIONS WITHIN THE COUNTY RIGHT-OF-WAY SHALL NORMALLY BE CONDUCTED 7:00 AM TO 7:00 PM, MONDAY THROUGH FRIDAY. ANY DEVIATION FROM THESE HOURS REQUIRES PRIOR APPROVAL FROM THE COUNTY DEVELOPMENT ENGINEER. EMERGENCY REPAIRS ARE EXCLUDED FROM THIS TIME RESTRICTION.
- ALL EXISTING SIDEWALKS WITHIN COUNTY RIGHT-OF-WAY SHALL EITHER REMAIN OPEN OR BE PROVIDED A TEMPORARY WALKWAY IN ACCORDANCE WITH THE CURRENT VERSION OF FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD INDEX NO. 660. ANY DAMAGE TO SIDEWALKS SHALL BE REPAIRED AND/OR REPLACED IN LIKE KIND BY THE CONTRACTOR. NEW SIDEWALKS AND SECTIONS THROUGH DRIVEWAYS MUST BE AT A 1.5% CROSS SLOPE AND 2% MAXIMUM CROSS SLOPE PER ADA STANDARDS.
- DRIVING OR STAGING OF CONSTRUCTION VEHICLES OR MATERIALS IS NOT PERMITTED WITHIN THE COUNTY RIGHT-OF-WAY OR ON PEDESTRIAN WALKWAYS AND PATHS. THERE SHALL BE NO OVERNIGHT CONSTRUCTION VEHICLE RELATED PARKING, CONSTRUCTION MATERIAL PLACEMENT OR STORAGE OF ANY KIND PERMITTED WITHIN THE COUNTY RIGHT-OF-WAY.
- NO TRENCH OR EXCAVATION SHALL BE LEFT OPEN OR UNATTENDED OVERNIGHT, UNLESS APPROVED BY THE COUNTY DEVELOPMENT ENGINEERING INSPECTOR. EXCAVATIONS SHALL MEET THE DROP OFF PROTECTION REQUIREMENTS OF THE LATEST FDOT DESIGN STANDARD INDEX NO. 600.
- RESTORATION SHALL BE REQUIRED FOR ANY DAMAGE TO SIDEWALKS, CURBS, OR OTHER EXISTING STRUCTURES IN THE RIGHT-OF-WAY. DISTURBED AREAS WITHIN THE COUNTY RIGHT OF WAY SHALL BE RE-GRADED AND SODDED. SEED AND MULCH IS NOT AN ACCEPTABLE ALTERNATIVE TO SODDING.

PARKER MYNCHENBERG & ASSOCIATES, INC.

PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
CERTIFICATE OF AUTHORIZATION #00003910

GENERAL INFORMATION

OWNER/APPLICANT:

POA DEVELOPMENT, LLC
NATHAN COLLIER, MANAGING MEMBER
220 N. MAIN STREET
GAINESVILLE, FLORIDA 32601
(352)416-1413 CELL (352)339-1838
EMAIL: carl.cataudella@colliercompanies.com

SITE DESIGNER, ENGINEER & LANDSCAPE ARCHITECT

PARKER MYNCHENBERG & ASSOCIATES, INC.
PARKER MYNCHENBERG P.E. #32645
PARKER MYNCHENBERG L.A. #1553
CERTIFICATE OF AUTHORIZATION #00003910
1729 RIDGEWOOD AVE.
HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114
E-MAIL: info@parkermynchenberg.com

SURVEYOR:

SLIGER & ASSOCIATES, INC.
J.E. ZAPERT, PLS #4046
321 NOVA ROAD
PORT ORANGE, FLORIDA 32127
(386)761-5385
E-MAIL: jzapert@sligerassociates.com

ARCHITECT:

FORUM ARCHITECTURE & INTERIOR DESIGN, INC.
AMANDA FROELICHER, ASSOCIATE A.I.A.
PROJECT MANAGER
237 S. WESTMONTE DRIVE SUITE 220
ALTAMONTE SPRINGS, FLORIDA 32714
(407)830-1400
E-MAIL: afroelicher@forumarchitecture.com

SITE INFORMATION

PROJECT NAME: NEW PORT APARTMENTS

TAX PARCEL NUMBERS: 6306-01-00-0030,
6306-01-00-0031, 6306-01-00-0040,
6306-01-00-0050

EXISTING ZONING:

CITY ZONING: PCD
COUNTY ZONING: A-2

PROPOSED ZONING:

CITY ZONING: PUD

EXISTING FUTURE LAND USE:

CITY:
URBAN HIGH DENSITY RESIDENTIAL (8-16 UNITS/ACRE) = 19.79 AC.

COUNTY:

URBAN LOW DENSITY = 9.91 AC.

PROPOSED FUTURE LAND USE:

CITY:

URBAN HIGH DENSITY RESIDENTIAL (8-16 UNITS/ACRE) = 19.79 AC.

COUNTY:

URBAN MEDIUM DENSITY RESIDENTIAL (4-8 UNITS/ACRE) = 9.91 AC.

MAXIMUM DENSITY:

9.91 AC. @ 8 DU/AC = 79.28
19.7932 AC. @ 16 DU/AC = 316.69
396 MAX. = 13.33 DU/AC

PROPOSED DENSITY:

310 DU/29.7 AC. = 10.44 DU/AC.

TOTAL SITE AREA: 1,293,873 S.F. = 29.7 ACRES

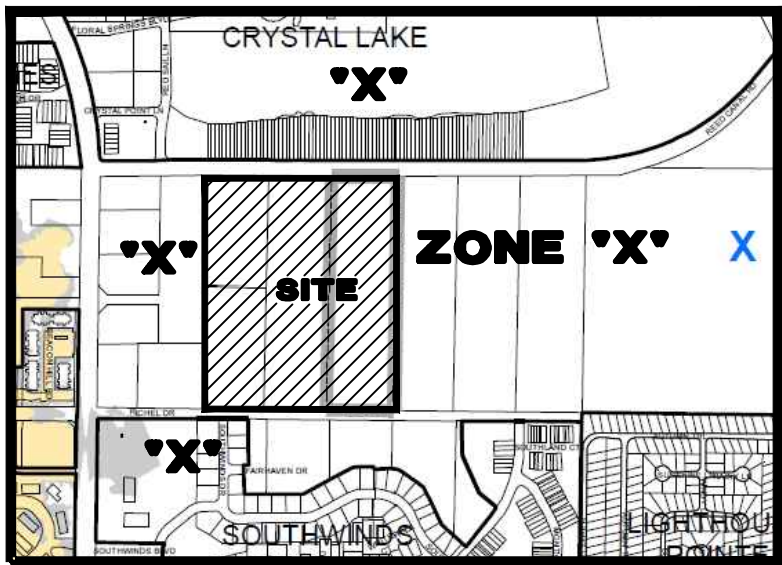
FEMA FLOOD ZONE: X

MINIMUM BUILDING SETBACK REQUIREMENTS

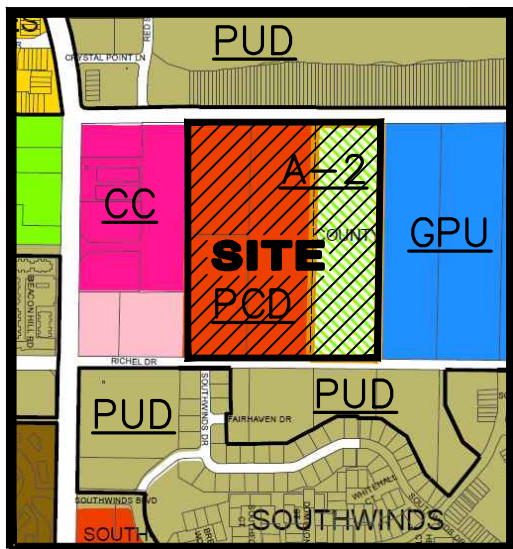
RICHEL DRIVE _____ 20 FT.
REED CANAL ROAD _____ 30 FT.
SIDE _____ 25 FT.*
REAR _____ 20 FT.
SIDE CORNER _____ 20 FT.
*25 FT. OR EQUAL TO OR GREATER THAN THE BUILDING HEIGHT.

Map Unit Symbol	Map Unit Name	Acres In AOI	Percent of AOI
4	Adakula fine sand, 0 to 8 percent slopes	13.9	45.2%
17	Daytona sand, 0 to 5 percent slopes	0.9	22.6%
42	Panola fine sand, 0 to 8 percent slopes	5.5	18.1%
47	RIS	2.9	9.3%
62	St. Lucie fine sand, 0 to 8 percent slopes	1.5	4.8%
Totals for Area of Interest		30.7	100.0%

SOILS MAP



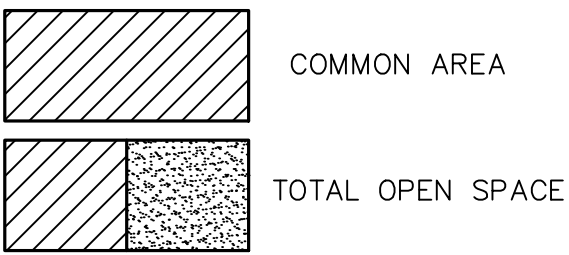
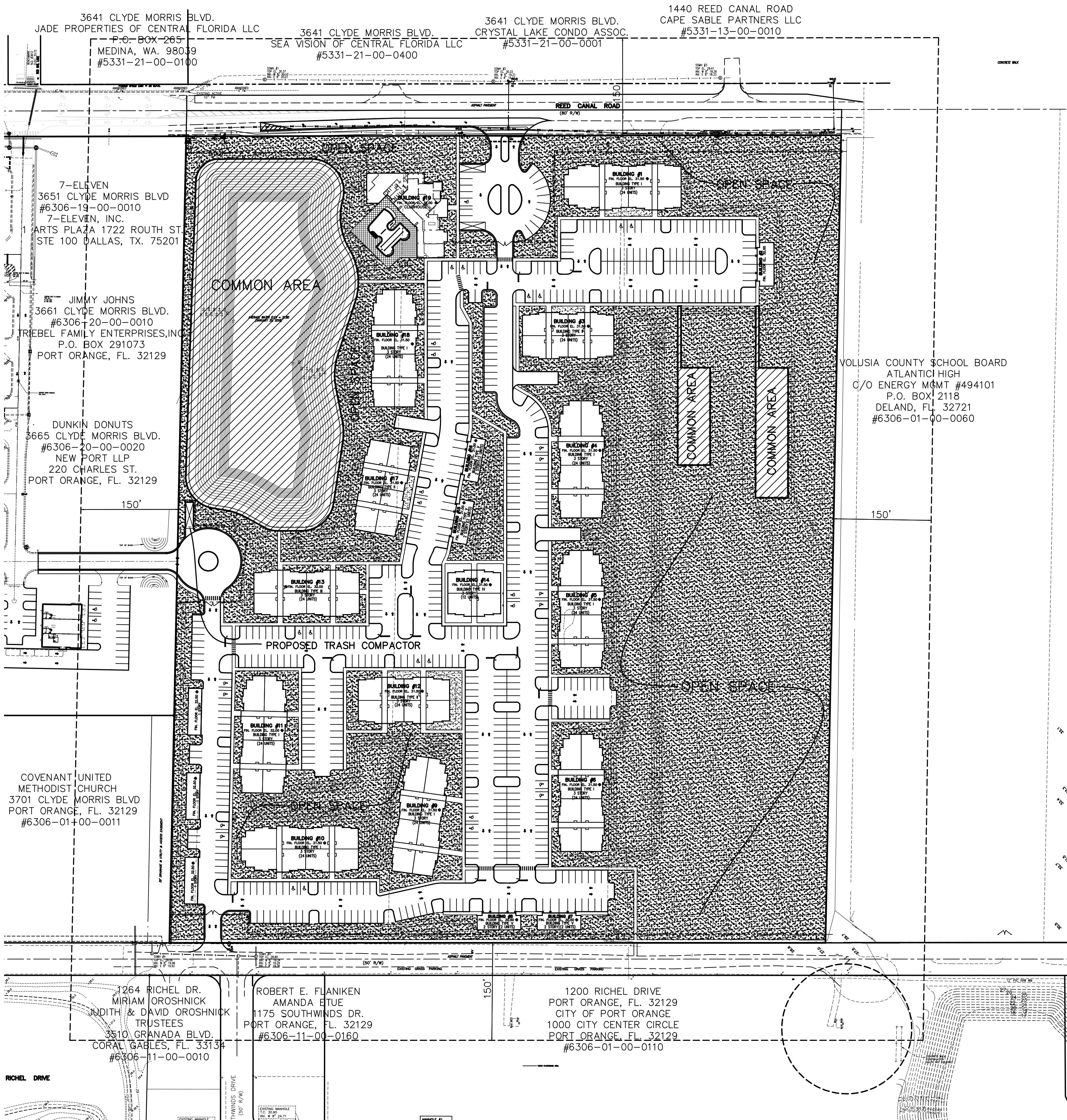
FLOOD MAP



ZONING MAP

NO.	DATE	DESCRIPTION	BY
REVISIONS			
CONCEPTUAL DEVELOPMENT PLAN			
NEW PORT APARTMENTS			
PORT ORANGE * FLORIDA			
FILE NO.	1734CS.DWG	DESIGNER:	P.MYNCHENBERG
DATE:	4/6/17	CADD TECH:	BVB
SCALE:	NONE	SHEET	1 OF 33
			SEAL

EXHIBIT B - COVERSHEET



OPEN SPACE CALCULATION:

TOTAL AREA = 29.7 ACRES
IMPERVIOUS AREA = 10.38 ACRES
OPEN SPACE = 19.32 ACRES
OPEN SPACE REQUIRED = 60%
= 17.82 ACRES
OPEN SPACE PROVIDED = 65%
= 19.32 ACRES

COMMON AREA/OPEN SPACE:

COMMON AREA/OPEN SPACE REQUIRED = 20% OF
THE TOTAL OPEN SPACE REQUIRED
COMMON AREA/OPEN SPACE REQUIRED = 17.82 X 20% = 3.564 ACRES
COMMON AREA/OPEN SPACE PROVIDED = 3.587 ACRES

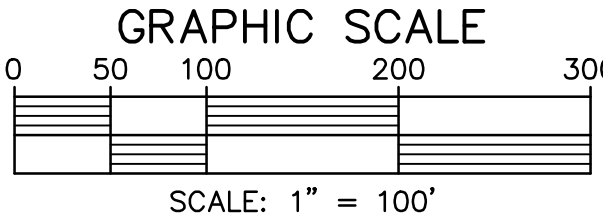
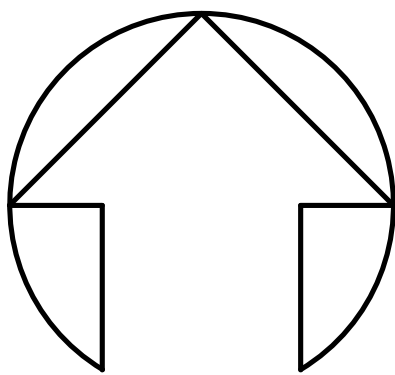
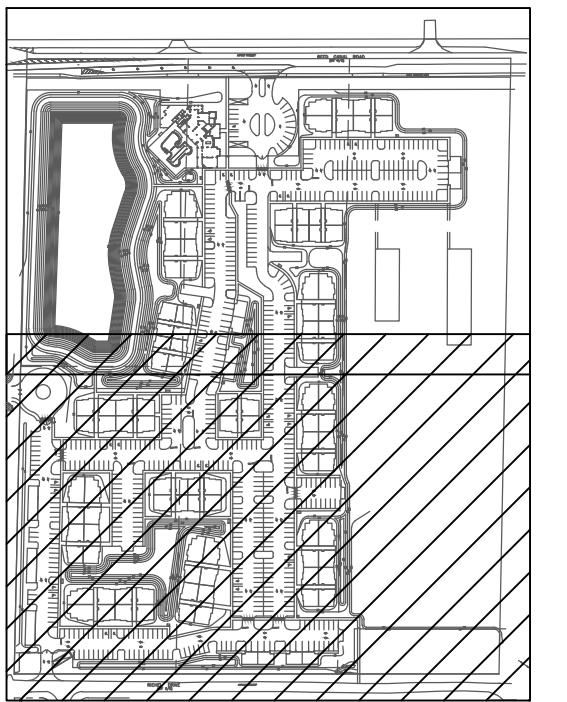
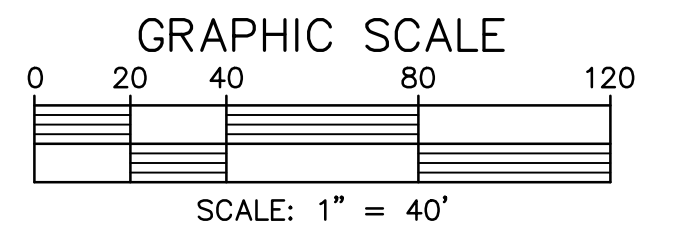
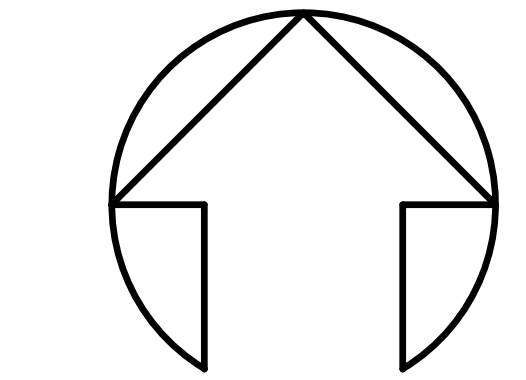
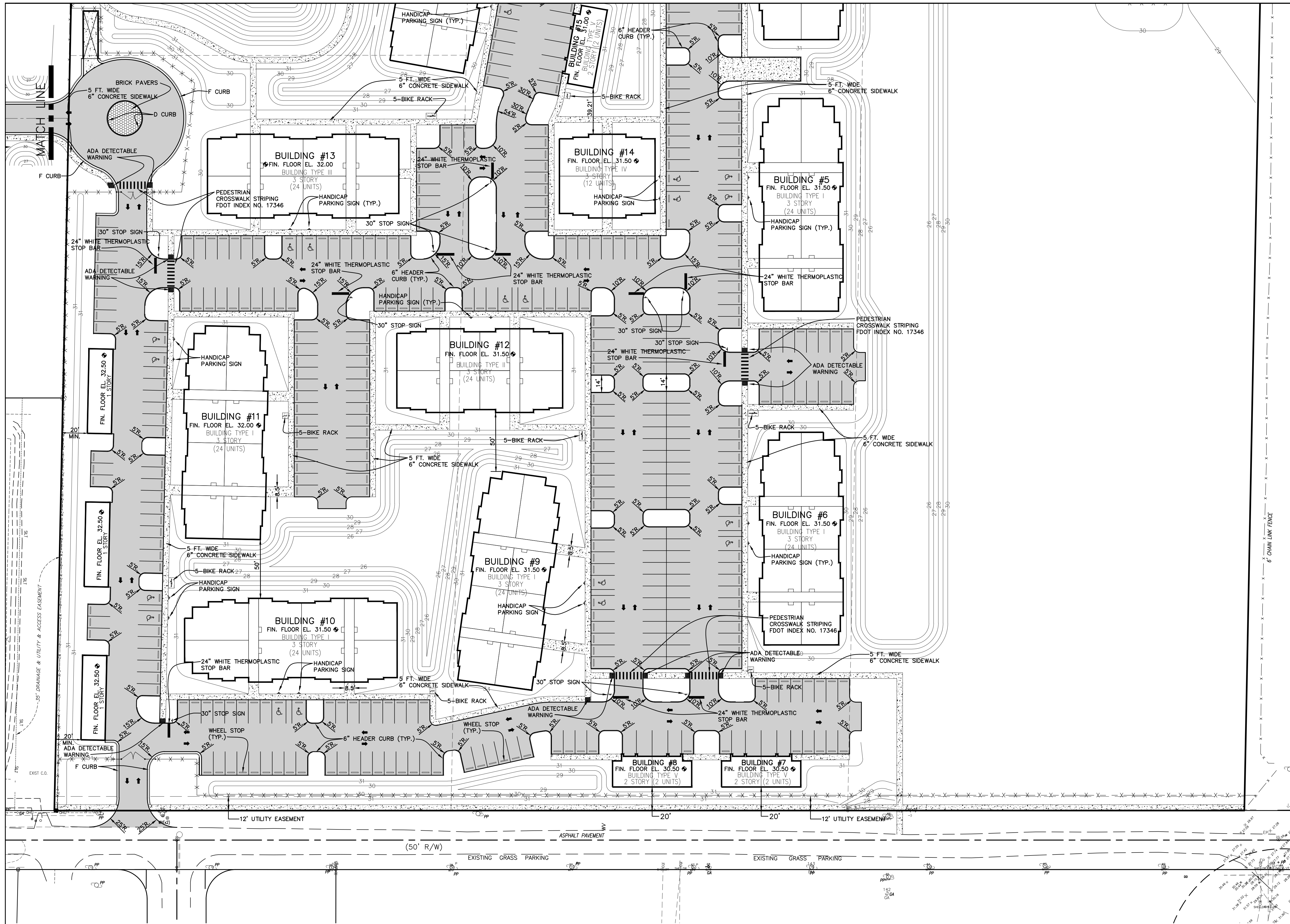


EXHIBIT B – OVERALL PLAN

NO.		DATE	DESCRIPTION		BY
R E V I S I O N S					
PARKER MYNCHENBERG & ASSOCIATES, INC.					
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS 1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117 (386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com CERTIFICATE OF AUTHORIZATION NUMBER: 00003910					
CONCEPTUAL DEVELOPMENT PLAN					
NEW PORT APARTMENTS					SEAL
PORT ORANGE * FLORIDA					
FILE NO. 1734SP.DWG		DESIGNER: P.MYNCHENBERG			
DATE: 4/6/17		CADD TECH: BVB			
SCALE: 1" = 100'		SHEET 5 OF 33			

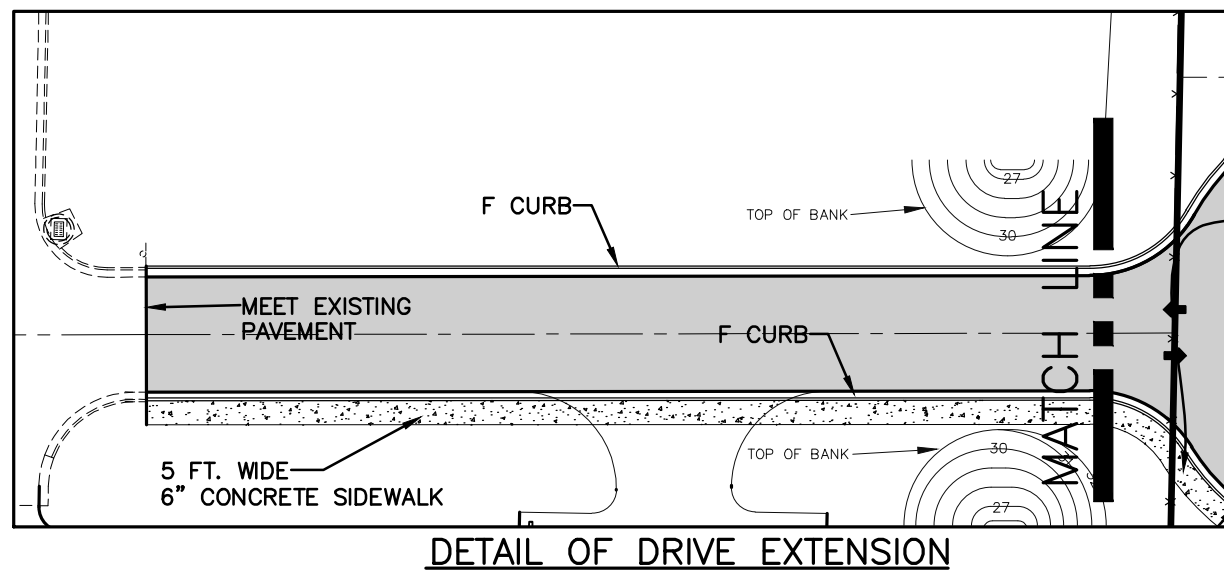


LEGEND

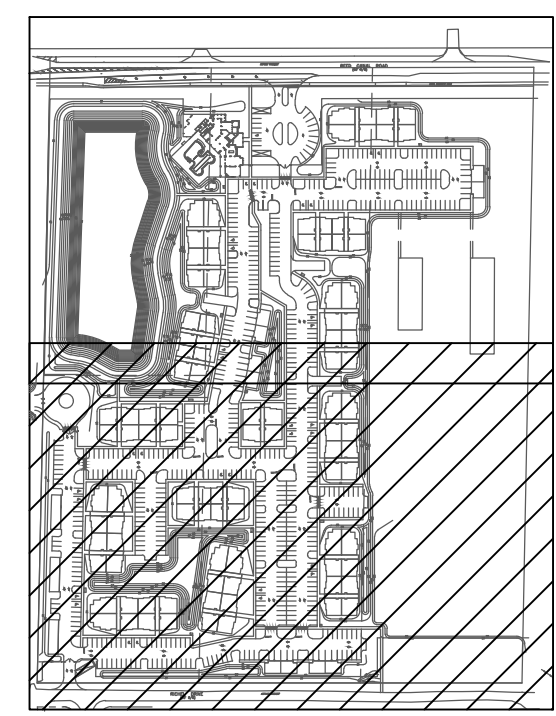
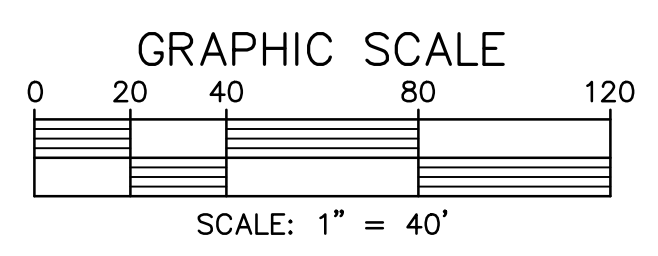
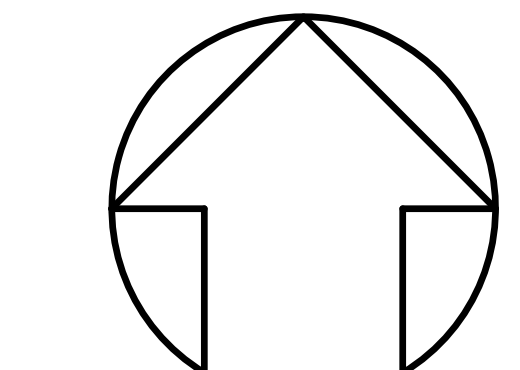
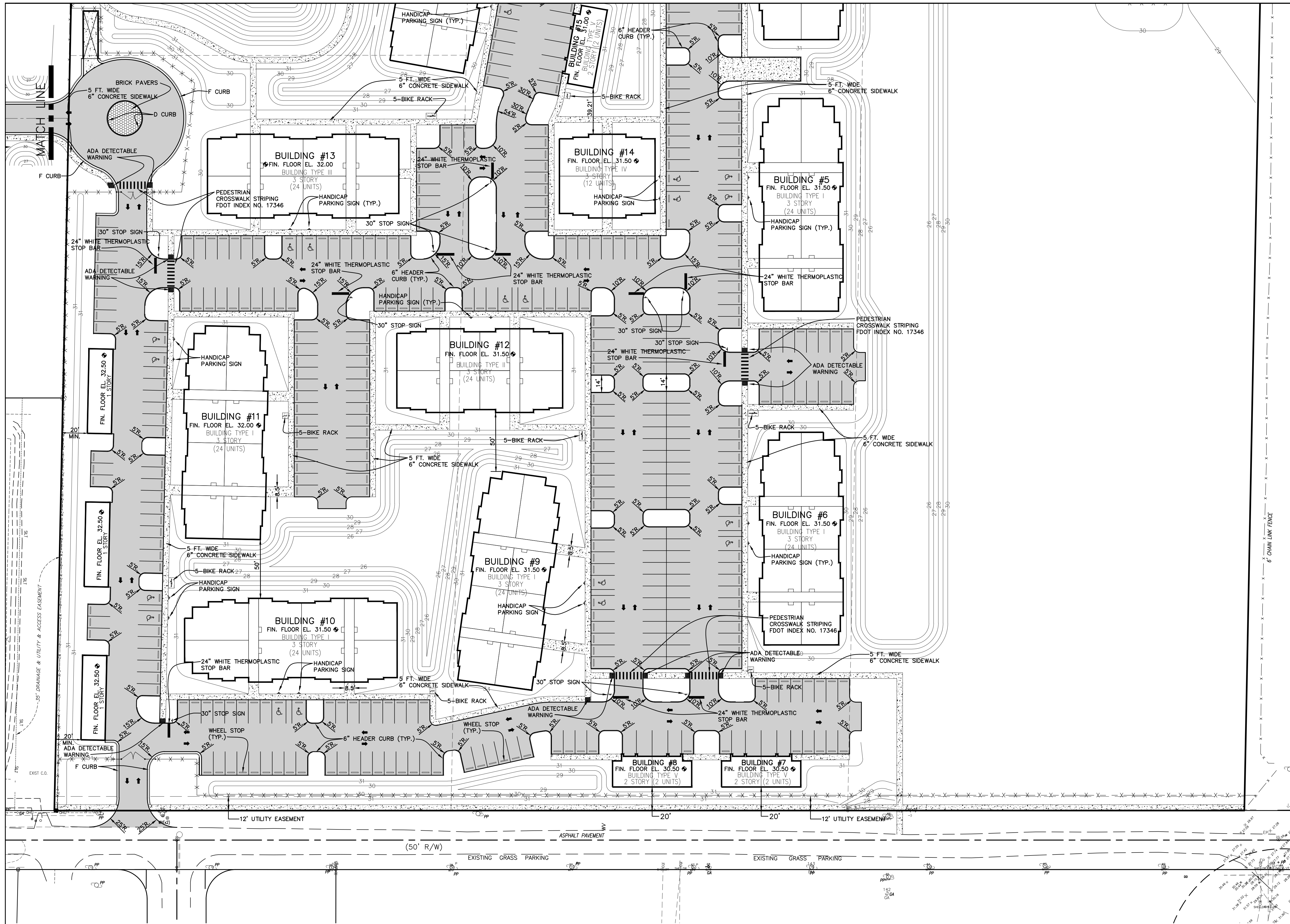
- MINIMUM 1" OF SP-9.5 TL-C ASPHALT @ MAX. 20% RECYCLED MATERIALS
- MINIMUM 2" OF SP-12.5 TL-C ASPHALT @ MAX. 30% RECYCLED MATERIALS
- MIN. 10" CRUSHED CONCRETE FINES COMPACTED TO A 98% MAX. DRY DENSITY PER AASHTO T-180 & CONSTRUCTED IN 2 LIFTS
- MIN. 12" STABILIZED SUBGRADE TO A 75 FBV/LBR 40 & COMPACTED TO A 98% MAX. DRY DENSITY PER AASHTO T-180 IN ONE LIFT
- 1" OF SP-9.5 ASPHALT OVERLAY @ MAX. 20% RECYCLED MATERIALS
- 1-1/2" SP-9.5 ASPHALTIC CONCRETE 6" LIMEROCK BASE (LBR 100) OR CRUSHED CONCRETE (LBR 140) 8" STABILIZED SUBBASE (LBR 40) OR FBV 75 P.S.I.
- 6" CONCRETE 3,500 P.S.I. ON COMPACTED BASE COMPACTED TO 98% PER AASHTO T-180

NOTE:
1. THE DRIVEWAY APRON TO RICHEL DRIVE SHALL BE 6" THICK CONCRETE, 3,000 P.S.I. @ 28 DAYS MINIMUM, GRAY CONCRETE.

EXHIBIT B - SITE PLAN



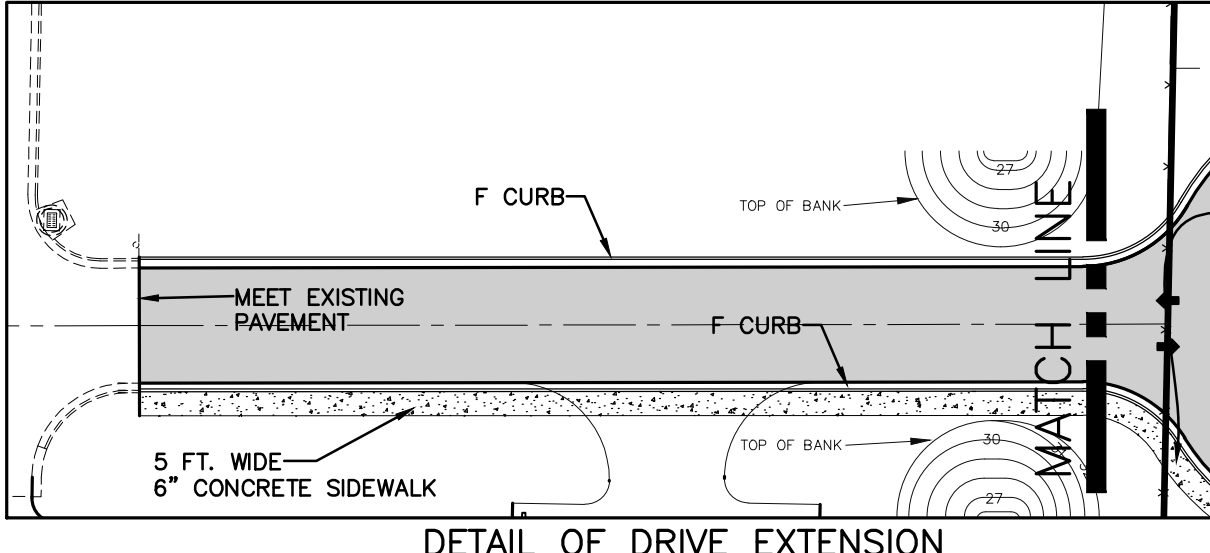
NO.	DATE	DESCRIPTION	BY
REVISIONS			
PARKER MYNCHENBERG & ASSOCIATES, INC.			
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS 1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117 (386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com CERTIFICATE OF AUTHORIZATION NUMBER: 00003910			
CONCEPTUAL DEVELOPMENT PLAN			
NEW PORT APARTMENTS			
PORT ORANGE * FLORIDA			
FILE NO. 1734SP4_BVB.DWG		DESIGNER: P. MYNCHENBERG	
DATE: 4/6/17		CADD TECH: BVB	
SCALE: 1" = 40'		SHEET 9 OF 33	
			SEAL



LEGEND	
	MINIMUM 1" OF SP-9.5 TL-C ASPHALT @ MAX. 20% RECYCLED MATERIALS
	MINIMUM 2" OF SP-12.5 TL-C ASPHALT @ MAX. 30% RECYCLED MATERIALS
	MIN. 10" CRUSHED CONCRETE FINES COMPACTED TO A 98% MAX. DRY DENSITY PER AASHTO T-180 & CONSTRUCTED IN 2 LIFTS
	MIN. 12" STABILIZED SUBGRADE TO A 75 FBV/LBR 40 & COMPACTED TO A 98% MAX. DRY DENSITY PER AASHTO T-180 IN ONE LIFT
	1" OF SP-9.5 ASPHALT OVERLAY @ MAX. 20% RECYCLED MATERIALS
	1-1/2" SP-9.5 ASPHALTIC CONCRETE 6" LIMEROCK BASE (LBR 100) OR CRUSHED CONCRETE (LBR 140) 8" STABILIZED SUBBASE (LBR 40) OR FBV 75 P.S.I.
	6" CONCRETE 3,500 P.S.I. ON COMPACTED BASE COMPACTED TO 98% PER AASHTO T-180

NOTE:
1. THE DRIVEWAY APRON TO RICHEL DRIVE SHALL BE 6" THICK CONCRETE, 3,000 P.S.I. @ 28 DAYS MINIMUM, GRAY CONCRETE.

EXHIBIT B - SITE PLAN



NO.	DATE	DESCRIPTION	BY
REVISIONS			
PARKER MYNCHENBERG & ASSOCIATES, INC.			
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS 1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117 (386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com CERTIFICATE OF AUTHORIZATION NUMBER: 00003910			
CONCEPTUAL DEVELOPMENT PLAN			
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PORT ORANGE * FLORIDA			
FILE NO. 1734SP4_BVB.DWG		DESIGNER: P. MYNCHENBERG	
DATE: 4/6/17		CADD TECH: BVB	
SCALE: 1" = 40'		SHEET 9 OF 33	
			SEAL

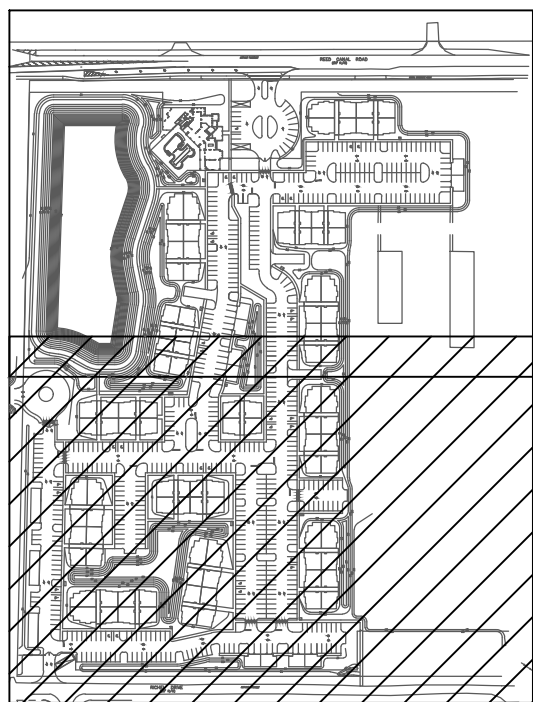
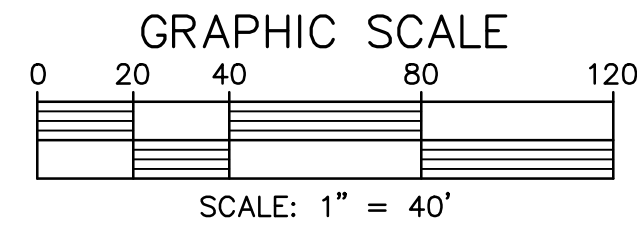
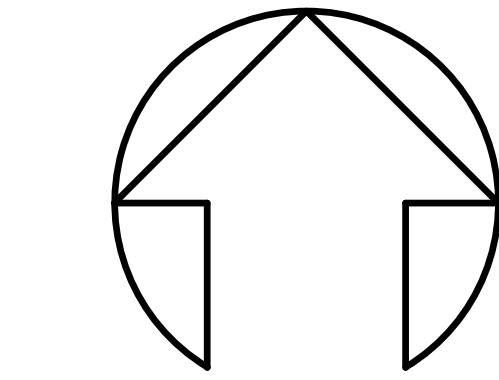
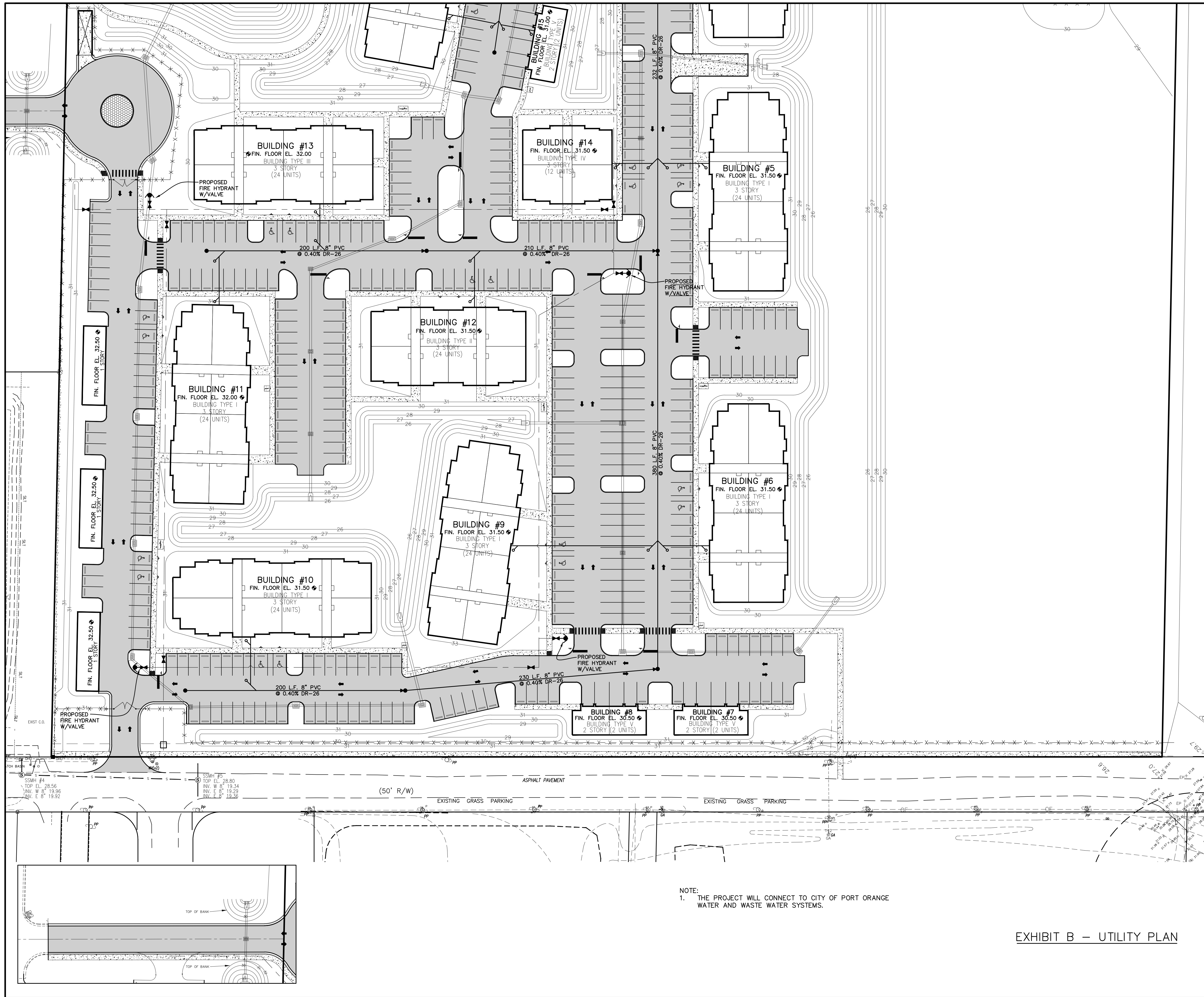


EXHIBIT B – UTILITY PLAN

NO.	DATE	DESCRIPTION		BY
R E V I S I O N S				
PARKER MYNCHENBERG & ASSOCIATES, INC.				
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS				
1729 RIDGEWOOD AVENUE		HOLLY HILL, FLORIDA		32117
(386) 677-6891		FAX (386) 677-2114		E-MAIL: info@parkermynchenberg.com
CERTIFICATE OF AUTHORIZATION NUMBER: 00003910				
CONCEPTUAL DEVELOPMENT PLAN				
NEW PORT APARTMENTS				
PORT ORANGE		* FLORIDA		
FILE NO. 1734SP4_BVB.DWG		DESIGNER: P.MYNCHENBERG		
DATE: 4/6/17		CADD TECH: BYB		
SCALE: 1" = 40'		SHEET 13 OF 33		SEAL

EXHIBIT "C"
ARCHITECTURAL ELEVATIONS



ARCHITECTURAL ELEVATIONS NEW PORT APARTMENTS

**PARKER MYNCHENBERG
& ASSOCIATES, INC.**

PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

EXHIBIT "C"



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 11/13/2018

Consent item: No

SUBJECT: (F14) First Reading – Ordinance No. 2018-32 - Amending Chapter 10 of the Code of Ordinances pertaining to Urban Chickens

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Ordinance No. 2018-32, amending Chapter 10 of the Code of Ordinances pertaining to Urban Chickens.

SUMMARY: The City Council approved the two-year Temporary Urban Chicken Pilot Program on February 7, 2017 (Ordinance 2017-1) to permit the keeping of up to five (5) chickens (hens) by no more than thirty (30) households.

At their October 2, 2018, meeting, the City Council directed staff to amend the Code of Ordinances to make the Temporary Urban Chicken Pilot Program a permanent program. The proposed Urban Chicken ordinance maintains the same requirements as the pilot program, including a limitation of five (5) chickens (hens) by no more than thirty (30) households, the requirement that the property be an owner-occupied single-family residence, a 6' tall opaque fence for screening of chicken coop and pen, and setbacks for the coop and pen consistent with current shed setbacks. The ordinance also requires the successful completion of a University of Florida Agricultural Extension Service (UF/IFAS) or equivalent class regarding the keeping of chickens prior to permit approval and provides a process for revoking an urban chicken permit if any condition or restriction of the permit is violated. To date, five (5) Temporary Urban Chicken Permits have been issued. Since the program has been in place, there has been one complaint emailed to staff regarding sanitary conditions. Code Enforcement inspected the property and the chicken coop was in a clean and sanitary condition and in compliance with the City's regulations. Animal Control has received some complaints about noise and general concerns, but each time the property was in compliance with the requirements of the program.

Second reading of the ordinance will be on the January 15, 2019 City Council agenda.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Ord. No. 2018-32	Ord. No. 2018-32 Urban ChICKENS.pdf
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Penelope Cruz	Created/Initiated - 10/19/2018
Tim Burman	Approved - 10/25/2018
Shannon Balmer	Approved - 11/02/2018
Jake Johansson	Approved - 11/05/2018
Robin Fenwick	Final Approval - 11/07/2018

ORDINANCE NO. 2018-32

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, AMENDING THE
CODE OF ORDINANCES, CHAPTER 10, SECTION
10-20 ESTABLISHING A PERMANENT URBAN
CHICKEN PROGRAM; PROVIDING FOR REPEAL
OF CONFLICTING ORDINANCES; PROVIDING FOR
SEVERABILITY; AND PROVIDING AN EFFECTIVE
DATE.

WHEREAS, pursuant to Article VIII, Section 2(b) of the Florida Constitution, and Sections 166.021 and 828.27 of the Florida Statutes, the City has the authority to enact ordinances relating to the ownership, care, and custody of animals; and

WHEREAS, the City Council having recognized the recent demand from residential homeowners to raise chickens on residential property and implementing an Urban Chicken Pilot Program with Ordinance No. 2017-1; and

WHEREAS, the City Council desires to implement the Urban Chicken Program as a permanent program to provide such an opportunity, subject to the regulations established herein; and

WHEREAS, for purposes of this Ordinance text with underlined (underlined) type shall constitute additions to the original text and text with strikethrough (~~strike through~~) type shall constitute deletions from the original text.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

SECTION 1. The City Council of the City of Port Orange, Florida, hereby amends Chapter 10, Section 10-20 of the City of Port Orange Code of Ordinances to read as follows:

Chapter 10 – ANIMALS

Sec. 10-20. – Urban chickens pilot program.

- (a) The intent of this ~~program is to create and implement a two-year temporary~~ section is to regulate Urban Chicken Pilot Program to permit the keeping of up to five chickens per household by no more than thirty households, on owner-occupied single-family properties, subject to the terms and conditions of this section.
- (b) Section 10-12 shall not apply to permitted activities under Section 10-20 relating to the Urban Chickens Pilot Program.
- ~~(c) Regardless of the date a temporary permit is issued for the keeping of chickens, such temporary permit shall terminate and expire on January 31, 2019, unless terminated earlier or extended by City Council action extending the Urban Chicken Pilot Program or implementing a permanent regulation.~~
- (d) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:
 - (1) *Chicken.* A domesticated fowl of the gallus genus. This term shall include only the female chicken (hen), and shall exclude the male chicken (rooster).
 - (2) *Chicken coop.* The house or cage in which a chicken lives. Inside coops are often nest boxes for egg-laying and perches on which the birds can sleep.
 - (3) *Chicken pen.* The outside area around a coop. An enclosure that is connected to and/or surrounding a chicken coop for the purpose of allowing chickens to leave the coop while remaining in an enclosed predator-safe environment.
 - (4) *Chicken tractor.* A movable chicken coop lacking a floor. Chicken tractors may be a lightly built A-frame which one person can drag about the yard. It may have wheels on one or both ends to make this easier.

(ed) ~~Temporary Urban chicken permit regulations.~~ It shall be unlawful to keep, harbor, raise or maintain chickens without a ~~temporary urban~~ chicken permit. A ~~temporary urban~~ chicken permit shall not be required for keeping chickens in the agricultural (A), flood plain-conservative (F-C), or agricultural preservation (AP) zoning districts. ~~Temporary Urban~~ chicken permits shall include the following conditions and restrictions:

- (1) No more than five chickens may be kept on a single-family detached residential lot.
- (2) A ~~temporary~~ urban chicken permit shall only be issued for a lot with an existing single-family detached residence that is owner-occupied.
- (3) Ducks, geese, turkeys, peafowl, pigeons, roosters or any other poultry or fowl are not permitted under the provisions of this section.
- (4) Chickens and associated activities shall be kept for personal use only. Selling chickens, eggs, feathers, or chicken manure, or the breeding of chickens is prohibited.
- (5) Chickens shall not be slaughtered on premises.
- (6) The coop, pen and enclosure shall be located behind the single-family residence in the rear yard and shall be screened from all adjacent properties and rights-of-way with a six-foot-tall opaque fence. Chicken tractors shall not be permitted.
- (7) The coop, pen, and enclosure shall comply with the standard setbacks for a shed set forth in Chapter 16, Section 3 of the land development code.
- (8) Chicken coops shall provide a minimum of four square feet per chicken to permit free movement of the chickens, shall not exceed 50 square feet, and may have an attached run. The coop shall be tied down for wind resistance. The coop and enclosure shall not be taller than six feet, measured from the natural grade, and shall be easily accessible for cleaning and maintenance.
- (9) The coop, pen and enclosure shall be completely secured from predators, including all openings, ventilation holes, doors and gates. Fencing or roofing is required over the enclosure in addition to the coop, in order to protect the chickens from predators.

- (10) All feed and other items associated with the keeping of chickens that can attract or to become infested with rodents or other pests shall be kept in a rodent and pest-proof container.
 - (11) Chickens shall be secured within a covered chicken coop or fenced pen/run area at all times and shall not be permitted to run at large.
 - (12) Chicken coops, pens, and enclosures shall be cleaned regularly and maintained in a clean and sanitary condition at all times. Chickens shall not be permitted to create a nuisance consisting of odor, noise or pests, or contribute to any other nuisance condition, as defined in the code or State Law.
- (fe) *Procedures for the granting of ~~temporary~~ urban chicken permits.* Application for ~~temporary~~ urban chicken permit shall be submitted to the Community Development Department. Such submittal shall include the application form as provided by the city, together with all documents required under this section.
- (1) No more than 30 ~~temporary~~ urban chicken permits shall be active citywide. Permits shall be issued on a first-come, first-served basis. Once the City has issued the initial 30 ~~temporary~~ urban chicken permits, approved applicants shall be placed on a waiting list. If a participant chooses to ~~leave the program~~ no longer keep chickens, he/she shall provide notice to the City. The City is then authorized to issue a permit to the next qualified applicant on the waiting list. If a ~~participant~~ permit holder is removed from the ~~program~~ approved chicken permit list due to one or more violations of this section, the City shall be authorized to issue a permit to the next qualified applicant on the waiting list.
 - (2) A ~~temporary~~ urban chicken permit shall not be issued for a property with an outstanding code enforcement case or any city imposed liens on said property.
 - (3) The ~~temporary~~ urban chicken permit is personal to the permittee and shall not be assigned.
 - (4) An applicant for a permit shall demonstrate compliance with the criteria in this section in order to obtain a permit. Applicants shall submit photos of the proposed site of the coop/run areas, a survey of the subject property showing the location, and proof of successful completion of a University of Florida Agricultural Extension Service class regarding the keeping of chickens or an equivalent class approved by the Administrative Official.

- (5) The ~~temporary~~ urban chicken permit applicant shall sign a statement acknowledging that the ~~temporary~~ urban chicken permit may be revoked for any violation of this section, and may be revoked if this section is amended in the future, and the City shall not be held responsible or liable for any losses, including the costs of improvements constructed for the keeping of chickens, to the applicant if such chicken permit is revoked.
- (6) If any condition or restriction of the ~~temporary~~ urban chicken permit has been violated, the city may revoke the permit upon seven days' written notice. If the violation is cured within the seven-day notice period, the permit shall not be revoked; however, a repeat offense may result in the city's immediate revocation of the permit. The city is responsible for the determination of compliance with the requirements of this section. In matters of interpretation, the Administrative Official has the authority to determine compliance with this section.
- (g) *Appeal.* A person aggrieved by a decision of the Administrative Official in the issuance, denial or revocation of a ~~temporary~~ urban chicken permit may appeal to the City Manager in writing within five business days of the Administrative Official's written decision by filing an appeal with the City Clerk. Said appeal shall state fully the grounds for the appeal and all facts relied upon by the appellant. A person aggrieved by a decision of the City Manager may appeal to the City Council within five business days of the City Manager's written decision by filing an appeal with the City Clerk. Said appeal shall state fully the grounds for the appeal and all facts relied upon by the appellant. The decision of City Council shall be final.

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. 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 4. This ordinance shall become effective immediately upon final passage by the City Council.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the day of _____

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

Reviewed and Approved: _____
Matthew J. Jones, Deputy City Attorney



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 11/13/2018

Consent item: No

SUBJECT: (G15) Resolution No. 18-53 - Budget Appropriation - FY18 Budget Execution Review - Final Year End True-Up

DEPARTMENT: Finance

GOAL:

RECOMMENDED MOTION: Move to approve Resolution No. 18-53.

SUMMARY: City staff has completed a review of the budget execution for the fiscal year ending September 30, 2018 . The attached budget resolution provides for the recognition of the budget changes recommended based on this review.

Staff recommends approval of the attached Resolution. Please see the attachments for specific detail.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Resolution No. 18-53	x Bud Reso 18-53 - FY18 BER - CC Mtg 11-13-18 Final.pdf
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Lisa Pallante
Tracey Riehm
Margaret Roberts
Jake Johansson
Robin Fenwick

Created/Initiated - 11/07/2018
Approved - 11/07/2018
Approved - 11/08/2018
Approved - 11/08/2018
Final Approval - 11/08/2018

RESOLUTION NO. 18-53

A RESOLUTION OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, APPROPRIATING
OPERATING AND CAPITAL FUNDS FOR VARIOUS
CITY OPERATIONS FOR FISCAL YEAR 2018;
SETTING FORTH REVENUES AND EXPENDITURES;
AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City of Port Orange has approved the Budget Execution review;
and

WHEREAS, the City Council desires to appropriate the funds related to operations
and capital projects shown in the Budget Execution Review, and to set forth, appropriate
and change appropriations of certain revenues and expenses.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The funds for City operations and capital projects are hereby
appropriated as set forth in Composite Exhibit A, attached hereto, which reflects revenues
and corresponding expenditures for the designated project.

Section 2. The Operating and Capital Budget items adopted in the preceding
section shall govern the expenditures relating to such operations and projects for the City
during the fiscal year effective October 1, 2017 through September 30, 2018.

Section 3. Supplemental appropriations, reductions of appropriations,
emergency appropriations, and interdepartmental transfers of appropriations may be
effected by the City Council and the City Manager as deemed necessary in strict
compliance with the procedures specified in Chapter 2, Article VI, Division 3, Code of
Ordinances, City of Port Orange, Florida.

Section 4. This resolution shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin Fenwick, CMC, City Clerk

Adopted on the day of

Reviewed and Approved: _____
Margaret T. Roberts, City Attorney

COMPOSITE EXHIBIT A

Resolution No. 18-53

FY2018 Water Sewer Impact Fee Fund 405
PREPARED: November 6, 2018
FINANCE: Finance Staff

		BUDGET
		INCREASE(DECREASE)
<u>REVENUES:</u>		
Impact Fees		<u>24,410</u>
TOTAL REVENUES:		<u><u>24,410</u></u>
<u>EXPENDITURES:</u>		
Non-Departmental		<u>24,410</u>
TOTAL EXPENDITURES:		<u><u>24,410</u></u>

*To budget for additional administrative fees due to greater than anticipated revenue.

COMPOSITE EXHIBIT A

Resolution No. 18-53

FY2018
PREPARED: Police Forfeiture Fund 607
FINANCE: November 6, 2018
Finance Staff

	BUDGET
	INCREASE(DECREASE)

REVENUES:

Transfer from the 608 Fund	3,100
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TOTAL REVENUES:	3,100
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EXPENDITURES:

Public Safety	3,100
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TOTAL EXPENDITURES:	3,100
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*To budget for law enforcement forfeiture settlements received.

FY2018 Police Property & Evidence Fund 608
PREPARED: November 6, 2018
FINANCE: Finance Staff

	BUDGET
	INCREASE(DECREASE)

REVENUES:

Appropriated Equity 3,100

TOTAL REVENUES: 3,100

EXPENDITURES:

Public Safety - Transfer to 607 Fund 3,100

TOTAL EXPENDITURES: 3,100

*To budget for law enforcement forfeiture settlements received.

COMPOSITE EXHIBIT A

Resolution No. 18-53

FY2018
PREPARED: Recreation Impact Fee Fund 611
FINANCE: November 6, 2018
Finance Staff

		BUDGET
		INCREASE(DECREASE)
<u>REVENUES:</u>		
Impact Fees		<u>6,065</u>
TOTAL REVENUES:		<u><u>6,065</u></u>
<u>EXPENDITURES:</u>		
Recreation		<u>6,065</u>
TOTAL EXPENDITURES:		<u><u>6,065</u></u>

*To budget for additional administrative fees due to greater than anticipated revenue.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 11/13/2018

Consent item: No

SUBJECT: (G16) Resolution No. 18-54 - Budget Appropriation - FY19 Carryover of Open Encumbrances and Project Budgets

DEPARTMENT: Finance

GOAL:

RECOMMENDED MOTION: Move to approve Resolution No. 18-54.

SUMMARY: Budget appropriations lapsed when the City's fiscal year ended on September 30, 2018. The attached Resolution re-establishes appropriations for funding open purchase orders and projects that were either not completed or started by the fiscal year end. These carryover appropriation re-establish proper budget funding and budgetary alignment of projects. The operating funds have the required equity balances after appropriations by this resolution.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Resolution No. 18-54	y Bud Reso 18-54 - FY19 Carryover - EN & Proj Bud Balance - CC Mtg 11-13-18 Final.pdf
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Lisa Pallante
Tracey Riehm
Margaret Roberts
Jake Johansson
Robin Fenwick

Created/Initiated - 11/07/2018
Approved - 11/07/2018
Approved - 11/08/2018
Approved - 11/08/2018
Final Approval - 11/08/2018

RESOLUTION NO. 18-54

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROPRIATING FUNDS FOR PROJECT CARRY OVER AND OPEN ENCUMBRANCE CARRY OVER FUNDS FROM FISCAL YEAR 2018 TO FISCAL YEAR 2019 BUDGET; SETTING FORTH REVENUES AND EXPENDITURES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port Orange has certain projects initiated prior to the fiscal year commencing October 1, 2018, which remain incomplete and will carry over from the current fiscal year to the ensuing fiscal year; and

WHEREAS, the City Council desires to appropriate the necessary carry over funds for the continuation and completion of certain City operations and continuing projects and to set forth and appropriate certain revenues and expenses.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The project carry over funds and funds encumbered with open Purchase Orders are hereby appropriated as set forth in Composite Exhibit A, attached hereto, which reflects revenues and corresponding expenditures for the designated projects for the fiscal year 2019 budget.

Section 2. The budget items adopted in the preceding section shall govern the expenditures relating to such items for the City during the ensuing fiscal year effective October 1, 2018 through September 30, 2019.

Section 3. Supplemental appropriations, reductions of appropriations, emergency appropriations, and interdepartmental transfers of appropriations may be effected by the City Council and the City Manager as deemed necessary in strict compliance with the procedures

specified in Chapter 2, Article VI, Division 3, Code of Ordinances, City of Port Orange, Florida.

Section 4. This resolution shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin Fenwick, CMC, City Clerk

Adopted on the day of

Reviewed and Approved: _____
Margaret T. Roberts, City Attorney

	BUDGET INCREASE(DECREASE)
<u>REVENUES:</u>	
APPROPRIATED EQUITY	872,872
TOTAL REVENUES:	872,872
<u>EXPENDITURES:</u>	
Non Departmental	404,837
City Manager	11,092
City Clerk	-
Finance	24,641
Human Resources	11,000
Community Development	38,535
Fire Department	127,085
Police Department	90,486
Public Works	22,493
Parks Maintenance	116,077
Recreation	17,413
Athletics	9,213
TOTAL EXPENDITURES:	872,872

Resolution No. 18-54

FY2019 **Recreation Facilities (#106)**
PREPARED: **November 6, 2018**
FINANCE: **Finance Staff**

	BUDGET INCREASE(DECREASE)
<u>REVENUES:</u>	
APPROPRIATED EQUITY	200,844
TOTAL REVENUES:	200,844
<u>EXPENDITURES:</u>	
Non-Departmental	200,844
TOTAL EXPENDITURES:	200,844

COMPOSITE EXHIBIT A**Resolution No. 18-54**

FY2019
PREPARED: Building Special Revenue (#109)
FINANCE: November 6, 2018
Finance Staff

	BUDGET
	INCREASE(DECREASE)
<u>REVENUES:</u>	
APPROPRIATED EQUITY	351,607
TOTAL REVENUES:	351,607
<u>EXPENDITURES:</u>	
CD Building	351,607
TOTAL EXPENDITURES:	351,607

COMPOSITE EXHIBIT A**Resolution No. 18-54**

FY2019
PREPARED: CDBG Special Revenue (#110)
FINANCE: November 6, 2018
Finance Staff

	BUDGET
	INCREASE(DECREASE)
<u>REVENUES:</u>	
Federal grants	<u>250,258</u>
TOTAL REVENUES:	<u><u>250,258</u></u>
<u>EXPENDITURES:</u>	
CDBG Expense	<u>250,258</u>
TOTAL EXPENDITURES:	<u><u>250,258</u></u>

COMPOSITE EXHIBIT A**Resolution No. 18-54**

FY2019
PREPARED: Capital Projects Fund #(301)
FINANCE: November 6, 2018
Finance Staff

	BUDGET INCREASE(DECREASE)
<u>REVENUES:</u>	
FDOT LAP 435591-1-58/68-01	559,000
*Dunlawton Street Light Improvement - City Project AIO016	
APPROPRIATED EQUITY	2,597,072
TOTAL REVENUES:	3,156,072
<u>EXPENDITURES:</u>	
Public Works	3,156,072
TOTAL EXPENDITURES:	3,156,072

FY2019 **Transportation Capital Projects Fund (306)**
PREPARED: **November 6, 2018**
FINANCE: **Finance Staff**

	BUDGET INCREASE(DECREASE)
<u>REVENUES:</u>	
APPROPRIATED EQUITY	213,495
TOTAL REVENUES:	213,495
<u>EXPENDITURES:</u>	
Public Works	213,495
TOTAL EXPENDITURES:	213,495

COMPOSITE EXHIBIT A**Resolution No. 18-54**

FY2019
PREPARED: Fire Impact Fee Fund (#311)
FINANCE: November 6, 2018
Finance Staff

	BUDGET
	INCREASE(DECREASE)
<u>REVENUES:</u>	
APPROPRIATED EQUITY	30
TOTAL REVENUES:	30
<u>EXPENDITURES:</u>	
Public Works	30
TOTAL EXPENDITURES:	30

FY2019
PREPARED: Transportation Impact Fee Fund (#312)
FINANCE: November 6, 2018
Finance Staff

	BUDGET INCREASE(DECREASE)
<u>REVENUES:</u>	
FDOT LAP Revenue 435539-1-38-01	4,177
*North Spruce Creek Road Sidewalk - City Project OMI017	
APPROPRIATED EQUITY	350,808
TOTAL REVENUES:	354,985
<u>EXPENDITURES:</u>	
Public Works - Grants	4,177
Public Works	350,808
TOTAL EXPENDITURES:	354,985

Resolution No. 18-54

FY2019 **2006 GO Bond Construction (#314)**
PREPARED: **November 6, 2018**
FINANCE: **Finance Staff**

	BUDGET INCREASE(DECREASE)
<u>REVENUES:</u>	
APPROPRIATED EQUITY	<u>994,042</u>
TOTAL REVENUES:	<u><u>994,042</u></u>
<u>EXPENDITURES:</u>	
Non-Departmental	<u>994,042</u>
TOTAL EXPENDITURES:	994,042

Resolution No. 18-54

FY2019 **2006 ECO DEV BOND FUND #(316)**
PREPARED: **November 6, 2018**
FINANCE: **Finance Staff**

	BUDGET INCREASE(DECREASE)
<u>REVENUES:</u>	
APPROPRIATED EQUITY	13,219
TOTAL REVENUES:	13,219
<u>EXPENDITURES:</u>	
NON-DEPARTMENTAL	13,219
TOTAL EXPENDITURES:	13,219

FY2019 General Capital Projects Fund #(317)
 PREPARED: November 6, 2018
 FINANCE: Finance Staff

	BUDGET INCREASE(DECREASE)
<u>REVENUES:</u>	
FDOT JPA 43785415801	850,000
*Dunlawton Medians - City Project AIO022	
FIND Grant VOP017-123E	200,000
*North Pier Causeway Docks - City Project QPC081	
Inter-Governmental Grant - Inter-Local Agreement with NSB	800,000
*Public Safety Training Facility - City Project CNE009	
APPROPRIATED EQUITY	2,130,605
TOTAL REVENUES:	3,980,605
<u>EXPENDITURES:</u>	
NON-DEPARTMENTAL - GRANTS	1,850,000
NON-DEPARTMENTAL	2,130,605
TOTAL EXPENDITURES:	3,980,605

	BUDGET INCREASE(DECREASE)
REVENUES:	
APPROPRIATED EQUITY	3,584,510
TOTAL REVENUES:	3,584,510
EXPENDITURES:	
Customer Service	4,000
Water Production	50,000
Non-Departmental	1,704,258
Wastewater Treatment	1,283,494
Meter Shop	17,082
Water/Sewer Distribution	435,510
Administration	85,610
Warehouse	4,556
TOTAL EXPENDITURES:	3,584,510

Resolution No. 18-54

FY2019 **WS R&R Fund (#403)**
PREPARED: **November 6, 2018**
FINANCE: **Finance Staff**

	BUDGET INCREASE(DECREASE)
<u>REVENUES:</u>	
APPROPRIATED EQUITY	5,384,553
TOTAL REVENUES:	5,384,553
<u>EXPENDITURES:</u>	
Water Production	893,326
Non-Departmental	750,000
Wastewater Treatment	2,648,400
Water/Sewer Distribution	1,092,827
TOTAL EXPENDITURES:	5,384,553

FY2019
PREPARED:
FINANCE:

REVENUES:

COMPOSITE EXHIBIT A**Resolution No. 18-54**

FY2019
PREPARED: Solid Waste Fund (#410)
FINANCE: November 6, 2018
Finance Staff

	BUDGET
	INCREASE(DECREASE)
<u>REVENUES:</u>	
APPROPRIATED EQUITY	16,000
TOTAL REVENUES:	16,000
<u>EXPENDITURES:</u>	
Solid Waste	16,000
TOTAL EXPENDITURES:	16,000

COMPOSITE EXHIBIT A

Resolution No. 18-54

FY2019
PREPARED: Drainage Fund (#412)
FINANCE: November 6, 2018
Finance Staff

	BUDGET INCREASE(DECREASE)
<u>REVENUES:</u>	
DEP Grant LP64042	750,000
*Flood Mitigation Virginia/Monroe - City Project DIP059	
APPROPRIATED EQUITY	1,629,628
TOTAL REVENUES:	2,379,628
<u>EXPENDITURES:</u>	
Drainage - Grants	750,000
Drainage	1,629,628
TOTAL EXPENDITURES:	2,379,628

Resolution No. 18-54

FY2019 **Wetland Mitigation Fund (#416)**
PREPARED: **November 6, 2018**
FINANCE: **Finance Staff**

	BUDGET INCREASE(DECREASE)
<u>REVENUES:</u>	
APPROPRIATED EQUITY	11,545
TOTAL REVENUES:	11,545
<u>EXPENDITURES:</u>	
Wetland Mitigation	11,545
TOTAL EXPENDITURES:	11,545

Resolution No. 18-54

FY2019 Forestry Fund (#420)
PREPARED: November 6, 2018
FINANCE: Finance Staff

	BUDGET INCREASE(Decrease)
<u>REVENUES:</u>	
APPROPRIATED EQUITY	5,513
TOTAL REVENUES:	5,513
<u>EXPENDITURES:</u>	
Forestry	5,513
TOTAL EXPENDITURES:	5,513

Resolution No. 18-54

FY2019 **Golf Course Fund (#450)**
PREPARED: **November 6, 2018**
FINANCE: **Finance Staff**

	BUDGET INCREASE(DECREASE)
<u>REVENUES:</u>	
APPROPRIATED EQUITY	89,513
TOTAL REVENUES:	89,513
<u>EXPENDITURES:</u>	
Non-Departmental	89,513
TOTAL EXPENDITURES:	89,513

FY2019 **Information Technology Fund (#501)**
PREPARED: **November 6, 2018**
FINANCE: **Finance Staff**

	BUDGET INCREASE(Decrease)
<u>REVENUES:</u>	
APPROPRIATED EQUITY	25,101
TOTAL REVENUES:	25,101
<u>EXPENDITURES:</u>	
Information Technology	25,101
TOTAL EXPENDITURES:	25,101

COMPOSITE EXHIBIT A**Resolution No. 18-54**

FY2019
PREPARED: Lease & Replacement Fund (#505)
FINANCE: November 6, 2018
Finance Staff

	BUDGET
	INCREASE(DECREASE)
<u>REVENUES:</u>	
APPROPRIATED EQUITY	3,284,047
TOTAL REVENUES:	3,284,047
<u>EXPENDITURES:</u>	
Capital Expenditures	3,284,047
TOTAL EXPENDITURES:	3,284,047

COMPOSITE EXHIBIT A**Resolution No. 18-54**

FY2019
PREPARED: Building Maintenance Fund (#506)
FINANCE: November 6, 2018
Finance Staff

	BUDGET
	INCREASE(DECREASE)
<u>REVENUES:</u>	
APPROPRIATED EQUITY	119,637
TOTAL REVENUES:	119,637
<u>EXPENDITURES:</u>	
Building Maintenance Dept	119,637
TOTAL EXPENDITURES:	119,637

Resolution No. 18-54

FY2019
PREPARED:
FINANCE:

Police Forfeiture Fund (#607)
November 6, 2018
Finance Staff

	BUDGET INCREASE(DECREASE)
<u>REVENUES:</u>	
APPROPRIATED EQUITY	645,071
TOTAL REVENUES:	645,071
<u>EXPENDITURES:</u>	
Police Services	645,071
TOTAL EXPENDITURES:	645,071

Resolution No. 18-54

FY2019
PREPARED:
FINANCE:

Recreation Impact Fund (#611)
November 6, 2018
Finance Staff

	BUDGET INCREASE(DECREASE)
<u>REVENUES:</u>	
APPROPRIATED EQUITY	50,000
TOTAL REVENUES:	50,000
<u>EXPENDITURES:</u>	
Recreation Dept.	50,000
TOTAL EXPENDITURES:	50,000

Open Encumbrance and Project Balance Carryover Listing from FY18 to FY19							
Sorted by Account Number							
Account Number	Amount	Project #	Vendor Name or Project Name	PO #	EN Date	Vendor #	PO's Only - All
001-1000-519.31-13	\$ 6,500	ZMI064	CM LandMgmtApplClean-Up				
001-1000-519.31-65	250,000	ZEM017	CM EMERGENCY - IRMA 2017				
001-1000-519.52-17	28,669	ZCV002	CM HISTORIC TREE MITIGATN				
001-1000-519.52-19	425	QPC046	MIKE'S CUSTOM CUTS, LLC	073503	3/2/2018	0258932	425
001-1000-519.52-19	395	AIO021	CM YOUTH ADVISORY BOARD				
001-1000-519.52-19	3,948	QPC046	R Veteran'sPrkBrick/TreeP				
001-1000-519.63-97	900	ZMI003	CM CITY TELEVISION STA				
001-1000-519.99-50	114,000	AIO036	CM Early Retirement Prog				
Non-Departmental Total:	404,837						425
001-1200-512.31-13	2,400		INSIGHT AND BEYOND, INC.	073825	7/5/2018	0258225	2,400
001-1200-512.40-10	745	AIO037	CM Change Mgmt Certifictn				
001-1200-512.64-00	7,947	ZMI003	CM CITY TELEVISION STA				
City Manager Total:	11,092						2,400
001-1600-513.31-13	6,640	ZMI074	NORRIS ACCOUNTING&CONSULTING SOLTNS	073861	9/4/2018	0259895	6,640
001-1600-513.31-13	5,000	ZMI074	FN FA Land Clean-Up - CPA				
001-1600-513.40-00	1,712	ZMI073	FN FinanceCertifictnProg				
001-1600-513.40-10	5,288	ZMI073	FN FinanceCertifictnProg				
001-1600-513.49-14	5,001	ZMI075	FN Fin Conf Room Rehab				
001-1600-513.49-20	1,000	ZMI075	FN Fin Conf Room Rehab				
Finance Total:	24,641						6,640
001-1700-513.49-02	11,000	AIO035	HR PayScale Comp Software				
Human Resources Total:	11,000						
001-1900-515.31-12	5,185		GRAY ROBINSON, P.A.	073989	9/7/2018	0259689	5,185
001-1900-515.31-13	9,225		TRAFFIC ENGINEERING DATA SOLUTIONS	074032	9/28/2018	0258980	9,225
001-1900-515.34-14	13,025		BUILDER'S EXCHANGE & REPROGRAPHICS	072907	10/11/2017	0259050	13,025
001-1900-515.64-00	6,600	ZMI078	CD Plotter				
CD Planning Total:	34,035						27,435
001-1903-515.34-14	4,500		BUILDER'S EXCHANGE & REPROGRAPHICS	072907	10/11/2017	0259050	4,500
CD Engineering Total:	4,500						4,500
001-3100-522.34-14	1,800	FIR015	F FS73 Interior Renovatns				
001-3100-522.34-14	21,000	FIR019	F Stress Tests for FF				
001-3100-522.40-10	38,533	FIR017	F Paramedics TrainingProg				
001-3100-522.46-16	585	FIR015	F FS73 Interior Renovatns				
001-3100-522.48-04	1,292	FIR023	F PubRelProg DonatedFnds				
001-3100-522.49-02	9,000	FIR025	F Fire Insp Hrdwr & Sftwr				
001-3100-522.49-14	3,810		PRIDE ENTERPRISES	073957	8/23/2018	0256690	3,810
001-3100-522.49-16	2,400	FIR025	F Fire Insp Hrdwr & Sftwr				
001-3100-522.49-20	1,500	FIR028	F TacticalVests/SWAT Gear				
001-3100-522.52-12	5,729		TEN-8 FIRE EQUIPMENT	073339	1/12/2018	0250737	5,729
001-3100-522.52-12	4,214		TEN-8 FIRE EQUIPMENT	073953	8/22/2018	0250737	4,214
001-3100-522.52-12	2,161		TEN-8 FIRE EQUIPMENT	073982	9/4/2018	0250737	2,161
001-3100-522.52-12	4,214		TEN-8 FIRE EQUIPMENT	074033	9/28/2018	0250737	4,214
001-3100-522.52-12	2,107		TEN-8 FIRE EQUIPMENT	074034	9/28/2018	0250737	2,107
001-3100-522.52-17	188	FIR001	F EMS TRAINING PROGRAMS				
001-3100-522.63-97	1,130	FIR024	F ConfinedSpaceTrainProps				
001-3100-522.64-00	722	FIR007	F RADIO REPLC P-25 COMPLY				
001-3100-522.64-00	26,700	FIR018	F Ambulance				
Fire Rescue Total:	127,085						22,235

Open Encumbrance and Project Balance Carryover Listing from FY18 to FY19							
Sorted by Account Number							
Account Number	Amount	Project #	Vendor Name or Project Name	PO #	EN Date	Vendor #	PO's Only - All
001-3200-521.52-12	1,210		FIRESTORE ONLINE, INC.	073420	2/6/2018	0000272	1,210
001-3200-521.54-01	5,000		BLUE 360 MEDIA, LLC	074015	9/18/2018	0259726	5,000
001-3200-521.64-00	84,276		ALAN JAY FORD LINCOLN MERCURY INC	073970	8/28/2018	0258875	84,276
Police Total:	90,486						90,486
001-4300-541.46-41	4,993		RACHEL'S COLLISION CENTER, INC.	073754	6/7/2018	0258700	4,993
001-4300-541.64-15	17,500	DIP064	P Asset Mgmt Software Sys				
Public Works Total:	22,493						4,993
001-4400-572.49-14	10,000	QPC084	R DLH Annex Furn & Fix				
001-4400-572.49-20	61,440	QPC054	R PARKS FURNISHINGS				
001-4400-572.63-97	4,637	QPC063	R Court Renovations				
001-4400-572.63-97	10,000	QPC074	R Playground Replacements				
001-4400-572.63-97	30,000	QPC067	R Fence,Dugout,Bkstp Rplc				
Parks Maintenance Total:	116,077						
001-5100-572.49-14	9,000	QPC084	R DLH Annex Furn & Fix				
001-5100-572.49-19	3,201	QPC059	R ParksFoundationCreation				
001-5100-572.52-19	500	QPC065	R Outdoor Public Art				
Recreation Total:	12,701						
001-5125-572.34-14	2,712		CCS PRESENTATION SYSTEMS	074028	9/26/2018	0259003	2,712
001-5125-572.49-20	2,000		CCS PRESENTATION SYSTEMS	074028	9/26/2018	0259003	2,000
Recreation - Lakeside Total:	4,712						4,712
001-5200-579.52-12	9,213		CUBCO INC.	073134	11/17/2017	0253589	9,213
Athletics Total:	9,213						9,213
General Fund Total:	872,872						
106-1000-572.46-15	844	QPC020	R YMCA REPAIRS				
106-1000-572.63-97	70,000	QPC078	R YMCA Ext Rprs&Painting				
106-1000-572.63-97	130,000	QPC077	R YMCA Pool Resurfacing				
Recreation Facilities Total:	200,844						
109-1901-515.31-13	21,114	ZMI064	CM LandMgmtApplClean-Up				
109-1901-515.34-14	20,000		BUILDER'S EXCHANGE & REPROGRAPHICS	072907	10/11/2017	0259050	20,000
109-1901-515.64-15	6,275		SUNGARD PUBLIC SECTOR, INC.	071290	10/1/2017	0258556	6,275
109-1901-515.64-15	304,218	ZMI057	CD Digital Plan Review				
Building Special RV Total:	351,607						26,275
110-1904-554.61-00	239,263	DIP059	P Virginia/MonroeDrainIm				
110-1904-554.63-97	10,995	DIP059	P Virginia/MonroeDrainIm				
CDBG Total:	250,258						

Open Encumbrance and Project Balance Carryover Listing from FY18 to FY19							
Sorted by Account Number							
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301-4300-541.31-13	2,954	IMI006	P GUARDRAIL REPAIRS				
301-4300-541.31-13	6,846	POL040	P Rd PavementInvCondAsmnt				
301-4300-541.31-13	99,000	OMI034	P ADA Sidewalk Study				
301-4300-541.31-63	50,000	OMI001	P OAK ST RR CROSSING				
301-4300-541.31-63	50,000	OMI002	P CHARLES ST RR CROSSING				
301-4300-541.46-03	26,072	IMI003	P EMG TRAFFIC CONTROL SYS				
301-4300-541.53-63	132,788	OMI007	SPARKS CONCRETE, LLC	072956	10/19/2017	0258390	132,788
301-4300-541.53-63	11,785	IMI001	UNIVERSAL SIGNS & ACCESSORIES	073886	8/2/2018	0216907	11,785
301-4300-541.53-63	42,356	IMI001	P SIGNAGE				
301-4300-541.53-63	73,046	IMI002	P STREET STRIPING				
301-4300-541.53-63	105,738	IMI006	P GUARDRAIL REPAIRS				
301-4300-541.63-97	792,608	POL043	HALIFAX PAVING, INC.	073991	9/10/2018	0080700	792,608
301-4300-541.63-97	1,552	OMI024	P MISC NEW SIDEWALKS				
301-4300-541.63-97	2,000	PNC016	CD EB HerbSt Left TL Nova				
301-4300-541.63-97	2,000	PNC017	CD MadelineAve Med/TurnLn				
301-4300-541.63-97	5,000	IMI011	CD Dunlwn WB R TurnLane				
301-4300-541.63-97	52,991	POL042	P FY17 Road Program				
301-4300-541.63-97	400,262	AIO016	CD DnlwnStreetLightImprv				
301-4300-541.63-97	725,000	PNC007	P YORKTOWNE MDL SEGMENT				
301-4300-541.64-15	10,012	DIP064	LUCITY INC	070437	10/1/2017	0259264	10,012
301-4300-541.53-63	5,062		OSBURN ASSOCIATES, INC.	073986	9/6/2018	259323	5,062
301-4310-541.63-97	559,000	AIO016	CD DnlwnStreetLightImprv				
Capital Projects Total:	3,156,072						952,255
306-4300-541.63-00	213,495	PNC008	P DUNLAWTON/TAYLOR/YORKTO				
Trans. Capital Projects Total:	213,495						
311-3100-522.64-00	30	FIR026	F PIERCE 107' AERIAL LADR				
Fire Impact Fee Total:	30						
312-4300-541.31-63	1,456	OMI017	CD N SPR CRK RD SIDEWALK				
312-4300-541.63-97	2,000	OMI032	CD MadelineAve E Sidewalk				
312-4300-541.63-97	3,000	OMI033	CD Taylr/WillmsnFeasbStdY				
312-4300-541.63-97	5,013	OMI024	P MISC NEW SIDEWALKS				
312-4300-541.63-97	6,000	PNC015	CD Yorktowne N. Segment				
312-4300-541.63-97	6,494	OMI023	P WILLOW RUN SIDEWALK SO				
312-4300-541.63-97	88,565	OMI017	CD N SPR CRK RD SIDEWALK				
312-4300-541.63-97	238,280	PNC007	P YORKTOWNE MDL SEGMENT				
312-4310-541.63-97	4,177	OMI017	CD N SPR CRK RD SIDEWALK				
Transp. Impact Fee Total:	354,985						
314-1000-521.63-97	1,725	CNE009	ZEV COHEN & ASSOCIATES	068324	10/1/2017	0250893	1,725
314-1000-521.63-97	7,500	CNE009	BIOLOGICAL CONSULTING SERVICES, INC.	072607	10/1/2017	0251707	7,500
314-1000-521.63-97	94,208	CNE009	ZEV COHEN & ASSOCIATES	073892	8/3/2018	0250893	94,208
314-1000-521.63-97	130,237	CIP011	LE Evidence Rm A/C Mitgtn				
314-1000-521.63-97	760,372	CNE009	LE PUB SAFETY TRAIN FACIL				
2006 GO Bond Construction Total:	994,042						103,433
316-1000-552.63-00	13,219	TIF004	T EASTPORT ENTRY SIGNAGE				
2006 Econ Dev Bond Construction Total:	13,219						

Open Encumbrance and Project Balance Carryover Listing from FY18 to FY19							
Sorted by Account Number							
Account Number	Amount	Project #	Vendor Name or Project Name	PO #	EN Date	Vendor #	PO's Only - All
317-1000-519.49-20	313	FIR020	F Fitness Room Equipment				
317-1000-519.62-00	2,756	AIO014	DJ DESIGN, INC.	072136	10/1/2017	0256520	2,756
317-1000-519.62-00	1,265	OBM012	DJ DESIGN, INC.	073210	12/6/2017	0256520	1,265
317-1000-519.62-00	199,989	AIO014	WORKSPACE TECHNOLOGY, INC	073328	1/12/2018	0259754	199,989
317-1000-519.62-00	459,024	AIO014	A.G. PIFER CONSTRUCTION CO., INC.	073343	1/15/2018	0253235	459,024
317-1000-519.62-00	13,460	AIO014	R City Hall Annex				
317-1000-519.62-00	158,659	OBM012	P Ext Repairs PW Facility				
317-1000-519.63-97	5,301	AIO022	ZEY COHEN & ASSOCIATES	071241	10/1/2017	0250893	5,301
317-1000-519.63-97	2,402	CIP011	DJ DESIGN, INC.	072294	10/1/2017	0256520	2,402
317-1000-519.63-97	6,457	OBM008	DJ DESIGN, INC.	072496	10/1/2017	0256520	6,457
317-1000-519.63-97	328	QPC082	DJ DESIGN, INC.	073783	6/20/2018	0256520	328
317-1000-519.63-97	35	QPC082	R Gym/Comm Ctr Reno.				
317-1000-519.63-97	4,447	ZMI066	IT City Hall DataCntrReno				
317-1000-519.63-97	6,779	QPC074	R Playground Replacements				
317-1000-519.63-97	27,250	ZMI065	CD City Hall Repurposing				
317-1000-519.63-97	42,139	QPC073	R Lakeside HVAC Rplcmnt				
317-1000-519.63-97	60,000	QPC067	R Fence,Dugout,Bkstp Rplc				
317-1000-519.63-97	63,704	AIO032	CD Landscape Imprv I-95				
317-1000-519.63-97	71,000	POL045	P Pave CityCtrAthlComplex				
317-1000-519.63-97	100,000	AIO034	CD Riverwalk South Phase				
317-1000-519.63-97	183,933	OBM008	P CityHallHVAC ContrlrRpl				
317-1000-519.63-97	200,000	QPC081	R North Pier-CausewayDock				
317-1000-519.63-97	200,139	CIP011	LE Evidence Rm A/C Mitgtn				
317-1000-519.63-97	251,225	AIO022	CD Dnlwtn Medians Ph I&II				
317-1000-519.64-00	70,000	ZMI003	CM CITY TELEVISION STA				
317-1010-519.63-97	200,000	QPC081	R North Pier-CausewayDock				
317-1010-519.63-97	800,000	CNE009	LE PUB SAFETY TRAIN FACIL				
317-1010-519.63-97	850,000	AIO022	CD Dnlwtn Medians Ph I&II				
General Capital Total:	3,980,605						677,522
401-0100-536.46-16	4,000	ZMI075	FN Fin Conf Room Rehab				
W/S Customer Service Subtotal:	4,000						
401-0200-533.63-97	50,000	WWW002	U WW Repairs/Maint				
W/S Water Production Subtotal:	50,000						
401-0300-536.63-97	23,315	URP001	MEAD & HUNT, INC	072969	10/1/2017	0259730	23,315
401-0300-536.63-97	1,702	URP001	U Replacement, WA System				
401-0300-536.63-97	10,000	URP012	U WtrSamplingStationsPrm				
401-0300-536.63-97	150,000	MMP001	U Utility Mapping				
401-0300-536.63-97	356,184	WWP003	U Water Plant Improvement				
401-0300-536.63-97	542,610	UET023	U Septic to Sewer				
401-0300-536.63-97	545,092	SLS004	U LiftStatRehabHrbtNova				
401-0300-536.99-50	75,355	AIO036	CM Early Retirement Prog				
W/S Non-Departmental Subtotal:	1,704,258						23,315

Open Encumbrance and Project Balance Carryover Listing from FY18 to FY19							
Sorted by Account Number							
Account Number	Amount	Project #	Vendor Name or Project Name	PO #	EN Date	Vendor #	PO's Only - All
401-0400-535.63-97	3,485	SSP002	CARL ERIC JOHNSON INC	073306	1/4/2018	0031334	3,485
401-0400-535.63-97	25,000	URH001	THOMPSON PUMP	073566	3/21/2018	0202700	25,000
401-0400-535.63-97	20,760	SSP011	MEAD & HUNT, INC	073707	5/18/2018	0259730	20,760
401-0400-535.63-97	214,540	SSP011	PETTICOAT-SCHMITT CIVIL CONTRACTORS	073784	6/20/2018	0259876	214,540
401-0400-535.63-97	31,524	SSP013	KIMLEY-HORN AND ASSOCIATES, INC.	073946	8/22/2018	0256330	31,524
401-0400-535.63-97	2,333	URH001	CENTRAL FLORIDA CONTROLS, LLC	073979	8/31/2018	0258531	2,333
401-0400-535.63-97	495,660	URH001	INSITUFORM TECHNOLOGIES LLC	073995	9/10/2018	0259885	495,660
401-0400-535.63-97	5,301	SSP002	U Sewer Plant Replacement				
401-0400-535.63-97	50,000	SSP010	U Wastewtr Trt Plnt Clean				
401-0400-535.63-97	50,000	SSP011	U WWTP InflntStrctreByyps				
401-0400-535.63-97	89,641	SSP013	U WRF SludgeTrailerStrLot				
401-0400-535.63-97	295,250	URH001	U Sewer Sys Rehabilitatn				
W/S Wastewater Treatment Subtotal:	1,283,494						793,302
401-0500-536.14-00	17,082	ZMI044	U METER REPLACEMENT PRG				
W/S Meter Shop Subtotal:	17,082						
401-0800-536.14-00	18,427	ZMI044	U METER REPLACEMENT PRG				
401-0800-536.46-16	12,800		ROB'S K-BEAR ALUMINUM, INC.	073976	8/30/2018	0253537	12,800
401-0800-536.46-16	22,265		VINTAGE PAINTING COMPANY INC	074036	9/30/2018	0252553	22,265
401-0800-536.49-31	154,811	ZMI044	U METER REPLACEMENT PRG				
401-0800-536.63-97	96,485	URL007	U Misc Util Coordination				
401-0800-536.64-31	130,722	ZMI044	U METER REPLACEMENT PRG				
W/S Distribution Subtotal:	435,510						35,065
401-0900-536.31-13	3,200		SUNGARD PUBLIC SECTOR, INC.	072003	10/1/2017	0258556	3,200
401-0900-536.31-13	2,160		SUNGARD PUBLIC SECTOR, INC.	072168	10/1/2017	0258556	2,160
401-0900-536.31-13	1,000		SUPERION, LLC	072812	10/1/2017	0259681	1,000
401-0900-536.31-13	30,000	ZMI064	CM LandMgmtApplClean-Up				
401-0900-536.31-13	45,000	ZMI068	U Wtr/Swr/RclmRateAnl				
401-0900-536.64-00	4,250		AUDIO SOURCE, LLC	074011	9/17/2018	0259722	4,250
W/S Utility Admin Subtotal:	85,610						10,610
401-0901-536.14-00	4,556	ZMI044	U METER REPLACEMENT PRG				
W/S Warehouse Subtotal:	4,556						
Water Sewer Grand Total:	3,584,510						

Open Encumbrance and Project Balance Carryover Listing from FY18 to FY19							
Sorted by Account Number							
Account Number	Amount	Project #	Vendor Name or Project Name	PO #	EN Date	Vendor #	PO's Only - All
403-0200-533.63-97	9,764	WWP003	MEAD & HUNT, INC	072966	10/1/2017	0259730	9,764
403-0200-533.63-97	769,403	WWP003	L7 CONSTRUCTION INC	073682	5/7/2018	0258903	769,403
403-0200-533.63-97	3,265	WWW002	U WW Repairs/Maint				
403-0200-533.63-97	58,218	WWP003	U Water Plant Improvement				
403-0200-533.64-97	52,676	MME003	U Telemetry I & C				
403-0300-536.63-97	750,000	MPL001	U Utilities Master Plan				
403-0400-535.63-97	5,000	SSP002	ECONOMY ELECTRIC COMPANY	072794	10/1/2017	0051550	5,000
403-0400-535.63-97	4,446	SSP002	RING POWER CORPORATION	072795	10/1/2017	0256740	4,446
403-0400-535.63-97	541	SSP002	KIMLEY-HORN AND ASSOCIATES, INC.	073335	1/12/2018	0256330	541
403-0400-535.63-97	219,060	SSP011	PETTICOAT-SCHMITT CIVIL CONTRACTORS	073784	6/20/2018	0259876	219,060
403-0400-535.63-97	18,213	SSP002	FLORIDA DETROIT DIESEL-ALLISON	073940	8/21/2018	0252598	18,213
403-0400-535.63-97	51,449	SSP002	FLORIDA DETROIT DIESEL-ALLISON	073945	8/22/2018	0252598	51,449
403-0400-535.63-97	412,535	SLS002	U R & R Lift Station				
403-0400-535.63-97	575,000	SSP012	U WRF ElecSysRpr/Rplcmnt				
403-0400-535.63-97	1,081,568	SSP002	U Sewer Plant Replacement				
403-0400-535.64-97	26,589	MME003	SANDERS COMPANY, INC.	073711	5/21/2018	0190638	26,589
403-0400-535.64-97	54,877	MME003	SANDERS COMPANY, INC.	073824	7/3/2018	0190638	54,877
403-0400-535.64-97	8,100	MME003	SANDERS COMPANY, INC.	073974	8/29/2018	0190638	8,100
403-0400-535.64-97	191,022	MME003	U Telemetry I & C				
403-0800-533.63-97	16,606	URP001	MEAD & HUNT, INC	072969	10/1/2017	0259730	16,606
403-0800-533.63-97	51,387	URP011	U RplcWtrMainBeforePaving				
403-0800-533.63-97	1,024,834	URP001	U Replacement, WA System				
W/S R&R Total:	5,384,553						1,184,048
405-0200-533.63-97	158,552	URP001	U Replacement, WA System				
405-0400-535.63-97	4,328	UET002	U Extension, Sewer System				
405-0400-535.63-97	8,145	SSP002	U Sewer Plant Replacement				
405-0400-535.63-97	125,000	MPL001	U Utilities Master Plan				
405-0400-535.63-97	1,314,145	UET023	U Septic to Sewer				
405-0401-535.63-97	172,608	UCP001	U Cost Participation				
405-0800-533.63-97	50,000	URP011	U RplcWtrMainBeforePaving				
405-0800-533.63-97	110,422	UCP001	U Cost Participation				
405-0800-533.63-97	125,000	MPL001	U Utilities Master Plan				
405-0800-533.63-97	145,742	UET001	U Extension, Water System				
405-0800-533.63-97	772,988	URP001	U Replacement, WA System				
W/S Impact Fee Total:	2,986,930						
410-6100-534.31-13	16,000	ZMI064	CM LandMgmtApplClean-Up				
Solid Waste Total:	16,000						

Open Encumbrance and Project Balance Carryover Listing from FY18 to FY19							
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412-1800-541.31-13	26,204	DIP071	STANTEC CONSULTING SERVICES INC	073621	4/11/2018	0259649	26,204
412-1800-541.31-13	10,115	DIP071	P StrmwtrUtilMethRateAssm				
412-1800-541.34-14	14,021	DIP075	P Drainage R&R Projects				
412-1800-541.46-41	9,986		RACHEL'S COLLISION CENTER, INC.	073754	6/7/2018	0258700	9,986
412-1800-541.63-97	11,058	DIP055	PEGASUS ENGINEERING, LLC	072236	10/1/2017	0259166	11,058
412-1800-541.63-97	20,102	DIP055	MEAD & HUNT, INC	073179	11/28/2017	0259730	20,102
412-1800-541.63-97	3,876	DIP076	P White Acres Stormwater				
412-1800-541.63-97	5,555	DIP069	P HowesSt/OrangeAveStrmlm				
412-1800-541.63-97	27,375	DIP060	P SleepyHollow Drain.Impr				
412-1800-541.63-97	38,371	DIP073	P Strmwtr Mstr Plan PhII				
412-1800-541.63-97	45,925	DIP067	P InvCondAssessSrvyDrain				
412-1800-541.63-97	60,000	DIP068	P Halifax Rvr OutfallRplc				
412-1800-541.63-97	120,000	DIP072	P Yorktowne Sidewalk Impr				
412-1800-541.63-97	154,591	DIP075	P Drainage R&R Projects				
412-1800-541.63-97	305,264	DIP059	P Virginia/MonroeDrainIm				
412-1800-541.63-97	761,720	PNC007	P YORKTOWNE MDL SEGMENT				
412-1800-541.64-00	15,465		TURBO TECHNOLOGIES, INC	074012	9/17/2018	0259153	15,465
412-1810-541.63-97	750,000	DIP059	P Virginia/MonroeDrainIm				
Drainage Total:	2,379,628						82,815
416-0300-536.34-14	11,545		MEAD & HUNT, INC	072967	10/1/2017	0259730	11,545
Wetland Mitigation Total:	11,545						11,545
420-1000-536.34-14	5,513		PROFESSIONAL TITLE AGENCY	072465	10/1/2017	0000179	5,513
Forestry Total:	5,513						5,513
450-0300-579.46-16	1,388	QPC072	D.G. MEYER, INC.	073794	6/21/2018	0252842	1,388
450-0300-579.46-16	788	QPC072	FLAIR SERVICE INC	073818	6/29/2018	0063962	788
450-0300-579.46-16	3,186	QPC072	R CHGC Rest/Clubhse Maint				
450-0350-579.31-13	5,151	QPC080	R CHGC Irrigation Audit				
450-0350-579.64-00	77,150	QPC083	CITRUS SEVEN PUMP STATION SRVCS DBA	073994	9/10/2018	0259930	77,150
450-0350-579.64-00	1,850	QPC083	R CHGC Irrigation Pump				
Golf Course Total:	89,513						79,326
501-0700-519.31-13	3,592	ZMI038	IT StratPln/RiskAsmntRfrs				
501-0700-519.34-14	2,520		ADVANCED SYSTEMS SOLUTIONS INC	073806	6/28/2018	0259890	2,520
501-0700-519.34-14	288		CCS PRESENTATION SYSTEMS	074028	9/26/2018	0259003	288
501-0700-519.46-36	3,001	ZMI040	IT VideoSurveillance&Sec.				
501-0700-519.49-02	3,900	ZMI056	IT NewEmploy Hardwr/Sftwr				
501-0700-519.49-16	2,353	ZMI056	IT NewEmploy Hardwr/Sftwr				
501-0700-519.49-20	3,712		CCS PRESENTATION SYSTEMS	074028	9/26/2018	0259003	3,712
501-0700-519.64-00	4,875		AUDIO SOURCE, LLC	074011	9/17/2018	0259722	4,875
501-0700-519.64-15	860	ZMI016	IT COMPUTER HARDWARE				
Information Technology Total:	25,101						11,395

Open Encumbrance and Project Balance Carryover Listing from FY18 to FY19							
Sorted by Account Number							
Account Number	Amount	Project #	Vendor Name or Project Name	PO #	EN Date	Vendor #	PO's Only - All
505-1000-519.31-63	28,125	ZMI054	CM ERP Software System				
505-1000-519.49-02	14,045	ZMI037	IT Doc Collbrtn EOC Softw				
505-1000-519.49-16	1,990	ZMI040	TIETJEN TECHNOLOGIES INC	073832	7/11/2018	0255830	1,990
505-1000-519.49-16	764	ZMI016	IT COMPUTER HARDWARE				
505-1000-519.49-16	1,500	ZMI032	IT PublicSafetyLaptopRplc				
505-1000-519.49-16	4,402	ZMI015	IT MUNICIPAL NETWORK				
505-1000-519.49-16	6,821	ZMI040	IT VideoSurveillance&Sec.				
505-1000-519.49-20	1,485	ZMI040	IT VideoSurveillance&Sec.				
505-1000-519.49-20	23,322	ZMI016	IT COMPUTER HARDWARE				
505-1000-519.63-97	28,125	ZMI054	GOVERNMENT FINANCE OFFICERS	073857	7/25/2018	0251385	28,125
505-1000-519.63-97	1,064,571	ZMI054	CM ERP Software System				
505-1000-519.64-00	646	ZMI067	COMMUNICATIONS INTERNATIONAL, INC.	073129	11/16/2017	0253493	646
505-1000-519.64-00	342,890		TEN-8 FIRE EQUIPMENT	073240	12/11/2017	0250737	342,890
505-1000-519.64-00	280,920		ALAN JAY FORD LINCOLN MERCURY INC	073970	8/28/2018	0258875	280,920
505-1000-519.64-00	504	ZMI040	IT VideoSurveillance&Sec.				
505-1000-519.64-00	5,074	ZMI067	LE Proj-25 Radio Rplcmnt				
505-1000-519.64-00	6,000	ZMI013	IT LARGE FORMAT PRINTERS				
505-1000-519.64-00	8,540	FIR007	F RADIO REPLC P-25 COMPLY				
505-1000-519.64-00	87,688	FIR018	F Ambulance				
505-1000-519.64-00	12,000	FIR021	F Radios - Rplc Portable				
505-1000-519.64-00	7,841	FIR026	TEN-8 FIRE EQUIPMENT	074029	9/27/2018	0250737	7,841
505-1000-519.64-00	892,159	FIR026	TEN-8 FIRE EQUIPMENT	074030	9/27/2018	0250737	892,159
505-1000-519.64-00	95,900	ZMI047	FN INTERACTIVE VOICE RECO				
505-1000-519.64-15	119,182	ZMI069	TIETJEN TECHNOLOGIES INC	073276	12/21/2017	0255830	119,182
505-1000-519.64-15	919	ZMI069	IT CH Annex Tech Infrastr				
505-1000-519.64-15	19,502	ZMI037	IT Doc Collbrtn EOC Softw				
505-1000-519.64-15	23,054	ZMI016	IT COMPUTER HARDWARE				
505-1000-519.64-15	40,000	ZMI070	IT FibrOpticNetTracerWire				
505-1000-519.64-15	62,248	ZMI015	IT MUNICIPAL NETWORK				
505-1000-519.64-15	103,830	ZMI058	IT Virtual Desktop Infra				
Lease & Replacement Total:	3,284,047						1,673,753
506-4200-539.63-97	37,000	OBM009	P City Hall Light Sensors				
506-4200-539.64-00	81,080	OBM013	P Generator for FS73				
506-4200-539.64-15	1,557	DIP064	LUCITY INC	070437	10/1/2017	0259264	1,557
Building Maintenance Total:	119,637						1,557
607-3200-521.49-20	30,719		G T DISTRIBUTORS INC	072657	10/1/2017	0259489	30,719
607-3200-521.52-00	4,563		CRASH DATA GROUP INC	073969	8/28/2018	0259903	4,563
607-3200-521.63-97	505,000	CNE009	LE PUB SAFETY TRAIN FACIL				
607-3200-521.64-00	4,347		DANA SAFETY SUPPLY INC	073517	3/6/2018	0258953	4,347
607-3200-521.64-00	100,442		TI TRAINING LE, LLC	074003	9/13/2018	0259922	100,442
Police Forfeiture Trust Total:	645,071						140,071
611-5100-572.63-97	50,000	XSG007	R GAMBLE LAUNCH VOPO-0360				
Recreation Impact Total:	50,000						
Grand Total Open PO's and Project Balances:	\$ 28,970,077						\$ 5,984,839



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 11/13/2018

Consent item: No

SUBJECT: (G17) Resolution No. 18-55 - Budget Appropriation - FY19 Additional Carryover

DEPARTMENT: Finance

GOAL:

RECOMMENDED MOTION: Move to approve Resolution No. 18-55.

SUMMARY: At the City's fiscal year ending September 30, 2018, budget appropriations lapse. The attached Resolution re-establishes these appropriations for funding the additional projects that were either not completed or started by the fiscal year end. These carryover appropriations re-establish proper project funding and budgetary alignment of projects. The operating funds have the required equity balances after appropriations by this resolution.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Resolution No. 18-55	z Bud Reso 18-55 - FY19 Additional Carryover - CC Mtg 11-13-18 Final.pdf
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Lisa Pallante
Tracey Riehm
Margaret Roberts
Jake Johansson
Robin Fenwick

Created/Initiated - 11/07/2018
Approved - 11/07/2018
Approved - 11/08/2018
Approved - 11/08/2018
Final Approval - 11/08/2018

RESOLUTION NO. 18-55

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROPRIATING ADDITIONAL PROJECT CARRY OVER FUNDS FROM FISCAL YEAR 2018 TO FISCAL YEAR 2019 BUDGET; SETTING FORTH REVENUES AND EXPENDITURES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port Orange has certain additional projects initiated prior to the fiscal year commencing October 1, 2018, which remain incomplete and will carry over from the current fiscal year to the ensuing fiscal year; and

WHEREAS, the City Council desires to appropriate the necessary carry over funds for the continuation and completion of certain City operations and continuing projects and to set forth and appropriate certain revenues and expenses.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The fiscal year 2018 additional project carry overs to the fiscal year 2019 budget are hereby appropriated as set forth in Composite Exhibit A, attached hereto, which reflects revenues and corresponding expenditures for the designated projects.

Section 2. The additional project budget items adopted in the preceding section shall govern the expenditures relating to such projects for the City during the ensuing fiscal year effective October 1, 2018 through September 30, 2019.

Section 3. Supplemental appropriations, reductions of appropriations, emergency appropriations, and interdepartmental transfers of appropriations may be effected by the City Council and the City Manager as deemed necessary in strict compliance with the procedures specified in Chapter 2, Article VI, Division 3, Code of Ordinances, City of Port Orange, Florida.

(RESO. NO. 18-55)

Section 4. This resolution shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin Fenwick, CMC, City Clerk

Adopted on the day of

Reviewed and Approved: _____
Margaret T. Roberts, City Attorney

COMPOSITE EXHIBIT A**Resolution No. 18-55**

FY2019
PREPARED: General Fund (#001)
FINANCE: November 6, 2018
Finance Staff

	BUDGET INCREASE(DECREASE)
<u>REVENUES:</u>	
APPROPRIATED EQUITY	41,059
TOTAL REVENUES:	41,059
<u>EXPENDITURES:</u>	
CITY ATTORNEY	41,059
TOTAL EXPENDITURES:	41,059

COMPOSITE EXHIBIT A**Resolution No. 18-55**

FY2019
PREPARED: CDBG Special Revenue (#110)
FINANCE: November 6, 2018
Finance Staff

	BUDGET
	INCREASE(DECREASE)
<u>REVENUES:</u>	
FEDERAL GRANTS	37,296
TOTAL REVENUES:	37,296
<u>EXPENDITURES:</u>	
CDBG EXPENSE	37,296
TOTAL EXPENDITURES:	37,296

Resolution No. 18-55

FY2019 **Lease & Replacement Fund (#505)**
PREPARED: **November 6, 2018**
FINANCE: **Finance Staff**

	BUDGET INCREASE(DECREASE)
<u>REVENUES:</u>	
APPROPRIATED EQUITY	40,000
TOTAL REVENUES:	40,000
<u>EXPENDITURES:</u>	
CAPITAL EXPENDITURES	40,000
TOTAL EXPENDITURES:	40,000



Budget Carryover Request Form

City of Port Orange

Date of	9/30/2018
Department:	
Name of Requestor:	City Attorney Margaret Roberts
Telephone # of Requestor:	506-5526
Requesting Carryover From Fiscal Year (FY):	FY18
Requesting Carryover To Fiscal Year (FY):	FY19

#	Description and Justification of Request(s):	Amount Requested	Classification of Request*
1)	Arbitrations: Fire Pension, Endicott, Munroe; Ordinance Updates: Sign Ordinance, Communication Towers, Dangerous Dog and other prosecutions; Architectural Projects: Shooting Range Account # funds should be transferred to: 001-1300-514-31-12	\$ 24,142	A, H
2)	Deputy City Attorney fees relating to forfeiture to facilitate file management , storage and disposal Account # funds should be transferred to: 001-1300-514-31-13	\$ - 7,499	B,E
3)	Temp help funds to facilitate file management, storage and dsiposal Account # funds should be transferred to: 001-1300-514-34-15	\$ 9,418	B, E
4)	 Account # funds should be transferred to: xxx-xxxx-xxx-xx-xx	\$ -	
5)	 Account # funds should be transferred to: xxx-xxxx-xxx-xx-xx	\$ -	
Total Amount of All Requests:		\$ 41,059	

*Classification Types:

- A) City Council Priorities.
- B) Ongoing carryover program from prior year to be funded only if dollars were available at year end.
- C) Debt reduction including internal loans over and above required debt service (Amount and the debt to be retired to be determined by City Council.
- D) Reduction of pension obligations over and above required pension funding.
- E) Open encumbrances/purchase orders and previously funded and approved projects or tasks that were delayed because of operational constraints.
- F) Grant and Grant Match.
- G) Increase equity reserves above the 15% reserve level. The City Council may want to revise and amend the adopted reserve policy by increasing reserves for Unexpected Events, Disasters, Emergencies or revenue shortfalls.
- H) Unusual, one time operating expenditures that were not anticipated during original budget preparation.
- I) Funds restricted by the Donor or Grantor Agencies for a specific purpose.
- J) Emergency Management Reserves.
- K) "Department Opportunity Grants" - to be requested by Staff, reviewed and approved by City Council. Departments can submit an opportunity fund request throughout the year. (Please see Policy 1-45 for more detail.)
- L) Revenue Stabilization Fund.

Signature of Department Head:
Approved by City Council?:



Budget Carryover Request Form

City of Port Orange

Date of Request:	11/6/2018
Department:	Community Development Block Grant (CDBG)
Name of Requestor:	Tracey Riehm
Telephone # of Requestor:	386-506-5715
Requesting Carryover From Fiscal Year (FY):	FY18
Requesting Carryover To Fiscal Year (FY):	FY19

#	Description and Justification of Request(s):	Amount Requested	Classification of Request*
1)	Remaining Planning & Administration Funds from CDBG FY17 Action Plan Account # funds should be transferred to: 110-1904-554-34-14	\$ 37,296	F
2)	 Account # funds should be transferred to: xxx-xxxx-xxx-xx-xx	\$ -	
3)	 Account # funds should be transferred to: xxx-xxxx-xxx-xx-xx	\$ -	
4)	 Account # funds should be transferred to: xxx-xxxx-xxx-xx-xx	\$ -	
5)	 Account # funds should be transferred to: xxx-xxxx-xxx-xx-xx	\$ -	
Total Amount of All Requests:		\$ 37,296	

*Classification Types:

- A) City Council Priorities.
- B) Ongoing carryover program from prior year to be funded only if dollars were available at year end.
- C) Debt reduction including internal loans over and above required debt service (Amount and the debt to be retired to be determined by City Council.
- D) Reduction of pension obligations over and above required pension funding.
- E) Open encumbrances/purchase orders and previously funded and approved projects or tasks that were delayed because of operational constraints.
- F) Grant and Grant Match.
- G) Increase equity reserves above the 15% reserve level. The City Council may want to revise and amend the adopted reserve policy by increasing reserves for Unexpected Events, Disasters, Emergencies or revenue shortfalls.
- H) Unusual, one time operating expenditures that were not anticipated during original budget preparation.
- I) Funds restricted by the Donor or Grantor Agencies for a specific purpose.
- J) Emergency Management Reserves.
- K) "Department Opportunity Grants" - to be requested by Staff, reviewed and approved by City Council. Departments can submit an opportunity fund request throughout the year. (Please see Policy 1-45 for more detail.)
- L) Revenue Stabilization Fund.

Signature of Department Head:	<i>Tracey S. Riehm</i>
Approved by City Council?:	



Budget Carryover Request Form

City of Port Orange

Date of Request:	9/30/2018
Department:	Public Works Fleet
Name of Requestor:	Jeff Fontane
Telephone # of Requestor:	506-5579
Requesting Carryover From Fiscal Year (FY):	FY18
Requesting Carryover To Fiscal Year (FY):	FY19

#	Description and Justification of Request(s):	Amount Requested	Classification of Request*
1)	Replacement of asset # 1433, Ford F800. originally were going to purchase a water tank skid to be mounted on another chassis. Dept. is rethinking what it would like to replace Account # funds should be transferred to: 505-1000-519-6400	\$ 40,000	B
2)	Account # funds should be transferred to: xxx-xxxx-xxx-xx-xx	\$ -	
3)	Account # funds should be transferred to: xxx-xxxx-xxx-xx-xx	\$ -	
4)	Account # funds should be transferred to: xxx-xxxx-xxx-xx-xx	\$ -	
5)	Account # funds should be transferred to: xxx-xxxx-xxx-xx-xx	\$ -	
Total Amount of All Requests:		\$ 40,000	

***Classification Types:**

- A) City Council Priorities.
- B) Ongoing carryover program from prior year to be funded only if dollars were available at year end.
- C) Debt reduction including internal loans over and above required debt service (Amount and the debt to be retired to be determined by City Council.
- D) Reduction of pension obligations over and above required pension funding.
- E) Open encumbrances/purchase orders and previously funded and approved projects or tasks that were delayed because of operational constraints.
- F) Grant and Grant Match.
- G) Increase equity reserves above the 15% reserve level. The City Council may want to revise and amend the adopted reserve policy by increasing reserves for Unexpected Events, Disasters, Emergencies or revenue shortfalls.
- H) Unusual, one time operating expenditures that were not anticipated during original budget preparation.
- I) Funds restricted by the Donor or Grantor Agencies for a specific purpose.
- J) Emergency Management Reserves.
- K) "Department Opportunity Grants" - to be requested by Staff, reviewed and approved by City Council. Departments can submit an opportunity fund request throughout the year. (Please see Policy 1-45 for more detail.)
- L) Revenue Stabilization Fund.

Signature of Department Head:

Approved by City Council?:



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 11/13/2018

Consent item: No

SUBJECT: (H19) City Manager Comments

DEPARTMENT: City Manager

GOAL:

RECOMMENDED MOTION: Accept the city manager application for outside employment as a consultant.

SUMMARY: The City Manager's contract requires that any outside employment be approved by the Council before engaging in any business. Leadership, organizational improvement motivational speaking and teaching opportunities have been presented that the Manager would like to participate in for a fee.

These opportunities will be for short periods of time during the week occasionally or after work hours. When the opportunities arise during normal work hours (8-5) time will be taken off. I don't expect more than 2-6 hours a week average and I will ensure that it doesn't hinder my performance.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Outside Employment or Business Activity Form	Outside Employment or Business Activity Form Jake_Redacted.pdf
2.	Johansson Employment Agreement with Amendment	Johansson Employment Agreement with Amendment.pdf
3.	City Manager Johansson Amendment 2	City Manager Johansson Amendment 2.pdf

Robin Fenwick
Jake Johansson
Robin Fenwick

Created/Initiated - 10/25/2018
Approved - 10/27/2018
Final Approval - 10/29/2018



City of Port Orange

HUMAN RESOURCES DEPARTMENT

1000 CITY CENTER CIRCLE • PORT ORANGE, FL 32129 • (386) 506-5560 • www.Port-Orange.org

OUTSIDE EMPLOYMENT OR BUSINESS ACTIVITY FORM

DATE: _____

I request permission to engage in outside employment or business association which will not in any way interfere with my regular employment with the City of Port Orange. I understand and agree to all the provisions of Policy 1-13 regarding outside employment, and agree to the stipulation that the approved form may be canceled at any time by the City Manager or his authorized designee upon fifteen (15) calendar days written notice.

In compliance with Florida Statute #112.313, subsection (7) (a), I am aware that no officer or employee of the City of Port Orange shall have or hold employment or contractual relationship with any business entity or agency which engages in business or any contractual agreement with the City of Port Orange.

Please Print:

NAME _____

NAME OF FIRM _____

ADDRESS _____

SUPERVISOR _____ PHONE# _____

TYPE OF BUSINESS _____

NUMBER OF HOURS PER WEEK _____

DESCRIBE TYPE OF DUTIES _____

I have you filed another Outside Employment Form within the last calendar year:

YES _____ NO _____

If the work is not confined to one location, information as to my whereabouts may be obtained from:

NAME _____ ADDRESS _____

PHONE _____

M. H. J.
EMPLOYEE SIGNATURE

____ I do not have outside employment at this time

~~DEPARTMENT HEAD~~ APPROVAL OF COUNCIL

CONFLICT CHECK COMPLETE (City Clerk)

ADMINISTRATIVE SERVICES DIRECTOR APPROVAL
(City Manager Designee)

SHAREPOINT UPDATED

EMPLOYMENT AGREEMENT

This Employment Agreement (hereinafter the "Agreement") is made and entered into this 14th day of July, 2015, by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation (hereinafter the "Employer" or the "City"), and Michael H. Johansson (hereinafter the "Employee"), both of whom shall constitute the Parties and agree as follows:

Section 1: Term

This agreement shall remain in full force in effect for the employment commencing on August 15, 2015 until terminated by the Employer or Employee as provided in Section 11 of this Agreement subject to a voluntary resignation as provided in Section 13.

Section 2: Duties and Authority

Employer agrees to employ Michael H. Johansson as the City Manager to perform the functions and duties specified for the City Manager in the Charter of the City and its Code of Ordinances; and to perform other legally permissible and proper duties and functions as directed by the City Council.

Section 3: Compensation

Base Salary: Employer agrees to pay Employee weekly in the amount of Two Thousand Six Hundred Ninety-Two and 31/100 Dollars (\$ 2,692.31).

Section 4: General Business Expenses and Professional Development

A. Employer agrees to budget and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer, including but not limited to the state league of municipalities and such other travel as approved by the City Council.

B. Employer recognizes that certain expenses of a non-personal but job related nature are incurred by Employee, and agrees to reimburse or to pay said general expenses and mileage expenses for business related travel over 30 miles at the State of Florida rate. The finance director is authorized to disburse such moneys upon receipt of duly executed expense or petty cash vouchers, receipts, or statements.

C. Employee may join the membership and attend annual and other conferences held by the following organizations: Florida League of Cities, Florida City County Managers Association and the International City Managers Association. The Employer shall provide the expenses for membership, conference registration and travel expenses as established in the annual budget.

D. Employee may subscribe to professional publications, including but not limited to "Government Executive". All subscriptions costs shall not exceed \$500.00 annually.

Section 5: Residency Requirements, Relocation Expenses, Interim Housing Supplement

A. The Employee shall establish a permanent residence within the corporate boundaries of the City of Port Orange on or before February 15, 2016. Thereafter the

Employee shall maintain a permanent residence within the corporate boundaries of the City of Port Orange during the term of this Agreement.

B. Employer shall pay a relocation allowance in the amount of \$11,000.00 to be used for expenses related to moving and re-establishing the Employee and his family from Norfolk, Virginia to the permanent residence within the City of Port Orange. Said relocation allowance has been determined based upon a written quote for moving expenses.

C. Employer shall pay Employee an interim housing supplement not to exceed \$9,000.00 to be allocated for up to six (6) months, unless expended earlier. The maximum monthly payment shall not exceed \$2,000.00. Employee shall provide Employer evidence of each monthly housing expenditure prior to the Employer's reimbursement.

Section 6: Vehicle Allowance

The Employer shall pay to Employee a vehicle allowance, during the term of this Agreement and in addition to other salary and benefits, in the monthly sum of Five Hundred and 00/100 Dollars (\$500.00) to be used toward the purchase, lease, or ownership of, and to operate and maintain a vehicle, including the cost of fuel. Employer shall review and consider adjustments to the vehicle allowance every 3 years upon the request of the Employee.

Section 7: Technology

The Employer shall provide Employee with a lap top computer or tablet, software, and cell phone required for the Employee to perform the job and to maintain mobile communication.

Section 8: Holidays, Vacations and Sick Leave Accruals

The City shall be closed seven days annually as prescribed in the adopted Civil Service Rules and Procedures, except for emergency. Upon execution of this Agreement by all parties, the Employee shall accrue thirty (30) leave days to be used for vacation. On each anniversary thereafter, Employee shall accrue fifteen (15) days to be used for vacation. Employee shall accrue sick leave each pay period at the same rate established for and applicable to civil service employees. The Employee accruals shall not be capped and the accruals shall be paid to Employee upon termination for each accrued hour in an amount equal to the Employee's hourly rate of pay at the time of termination.

Section 9: Deferred Compensation

Upon establishment of the Money Purchase Plan and Trust, the Employer shall contribute an amount equal to 10% of the Employee's weekly compensation as provided in Section 3 to the International City Managers Association – Retirement Corporation, and Employee plans to contribute at least an amount equal to 5% percent of the weekly compensation. Employee shall be eligible to participate in the Employer match for the Employee's voluntary contributions to the 457 plan as set forth in Section 54-48(c) of the City of Port Orange Code of Ordinances as attached hereto as Exhibit A and incorporated herein by reference.

Section 10: Other Benefits and Declined Benefits

- A. Employee shall be eligible for a single membership at the Port Orange YMCA at the Employer's expense, subject to taxation. Employer agrees to cooperate with Employee and the YMCA for enrolling family members at Employee's expense.
- B. Employee declines enrollment and shall not be insured for the following: health/medical, dental, life, accidental death and dismemberment insurance coverage.

Section 11: Termination

For the purpose of this agreement, termination shall occur when:

- A. The majority of the governing body votes to terminate the Employee at a duly authorized public meeting.
- B. If the Employer, citizens or legislature acts to amend any provisions of the charter, code of ordinances or other enabling legislation pertaining to the role, powers, duties, authority, responsibilities of the Employee's position that substantially changes the form of government, the Employee shall have the right to declare that such amendments constitute termination.
- C. If the governing body offers to accept the resignation of the Employee, and the Employee resigns, then the Employee may declare a termination as of the date of the resignation.
- D. Breach of contract declared by either party with a thirty (30) day cure period for either Employee or Employer. Written notice of a breach of contract shall be provided in accordance with the provisions of Section 20. Either party may declare a termination after the other party has failed to cure within the prescribed period.

Section 12: Severance

Severance shall be paid to the Employee in the amount equal to twenty (20) weeks of salary and benefits when employment is terminated as defined in Section 11, subject to the requirements of Section 215.425(4)(a), Florida Statutes (2015), attached hereto as Exhibit B and incorporated herein by reference.

Section 13: Resignation

In the event that the Employee voluntarily resigns his/her position with the Employer, the Employee shall provide a minimum of thirty (30) days' notice. The City, in its sole discretion, may shorten the minimum notice set forth in this paragraph, and shall continue the weekly compensation to the date set by Employer. Employee shall not receive severance in the event Employee voluntarily resigns.

Section 14: Hours of Work

It is recognized that the Employee must devote a great deal of time outside the normal office hours on business of the Employer, and to that end Employee shall be allowed to establish an appropriate work schedule.

Section 15: Performance Evaluation

Upon request, the Employer may review the performance of the Employee. Employer shall review performance on or about February 15, 2017 and at least annually

thereafter. The performance evaluation process, form, criteria and format shall be mutually agreed upon by the Employer and Employee.

Section 16: Outside Activities

The employment provided for by this Agreement shall be the Employee's sole employment. On or after February 15, 2017, the Employee may request the City Council to consider authorizing the Employee to engage in specified outside consulting or teaching opportunities that provide indirect benefits to the Employer and the community, with the understanding that such specified outside consulting or teaching opportunities shall be approved in advance by action of the City Council and shall not constitute interference with nor a conflict of interest with the duties as City Manager.

Section 17: Indemnification

Subject to the provisions of insurance defense coverage, and consistent with federal, state and local law, the City shall defend, save harmless and indemnify Employee acting within the scope of his employment, against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Manager or resulting from the exercise of judgment or discretion in connection with the performance of authorized duties or responsibilities, unless the act or omission involved willful or wanton conduct. The Employee may request Employer to provide independent legal representation at Employer's expense. Employer may not unreasonably withhold approval if the Employee has acted within the scope of employment. Legal representation, provided by Employer for Employee, shall extend until a final determination of the legal action including any appeals brought by either party. The Employer shall indemnify Employee acting within the scope of his employment, against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities incurred by, imposed upon or suffered by such Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his or her duties. Any settlement of any claim must be made with prior approval of the Employer in order for indemnification, as provided in this Section, to be available. Employee recognizes that Employer shall have right to compromise or settle any suit in which the City of Port Orange is a named party without the Employee's consent. In the event the Employee is a party to the suit individually and the Employee has acted outside the scope of his employment, then the City shall not be bound by this indemnification, and Employee shall reimburse City for the attorney fees for independent legal representation. Further, Employer agrees to pay all reasonable litigation expenses of Employee as indemnified herein throughout the pendency of any litigation to which the Employee is a party, witness or advisor to the Employer. Such expense payments shall continue beyond Employee's service to the Employer as long as litigation is pending. Further, Employer agrees to pay Employee reasonable consulting fees and travel expenses when Employee serves as a witness, advisor or consultant to Employer regarding pending litigation.

Section 18: Bonding and Insurance

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance. Employee shall be provided coverage as a public official pursuant to the insurance policy as approved by the City Council.

Section 19: Other Terms and Conditions of Employment

The Employer, only upon agreement with Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City of Port Orange Charter or any other law.

Section 20: Notices

Notice pursuant to this Agreement shall be given by hand delivery, email or depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

EMPLOYER: Allen Green, Mayor
Port Orange City Hall
1000 City Center Circle
Port Orange, Florida 32129

EMPLOYEE: Michael H. Johansson
1405 Buckingham Avenue
Norfolk, VA 23508
(410) 533-2234

Notice shall be deemed given as of the date of hand delivery, confirmed electronic transmission or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 21: General Provisions

A. Integration. This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any other prior discussions or representations by or between the parties are rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this agreement during the life of the agreement. Such amendments shall be incorporated and made a part of this agreement.

B. Binding Effect. This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.

C. Effective Date. Notwithstanding the date of execution, the effective date of this Agreement shall be July 14, 2015.

D. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full

force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

In Witness Hereof, the Parties have signed this Employment Agreement on the date and year set forth hereinafter.

EMPLOYEE



Michael H. Johansson

Date: July 14, 2015

EMPLOYER
CITY OF PORT ORANGE

By: _____
Allen Green, Mayor

ATTEST:

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

Date: _____

force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

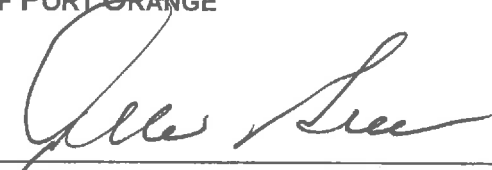
In Witness Hereof, the Parties have signed this Employment Agreement on the date and year set forth hereinafter.

EMPLOYEE

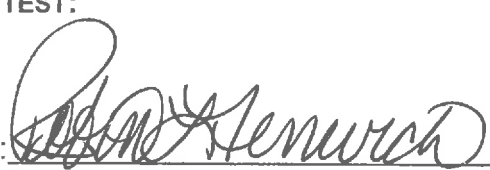
Michael H. Johansson

Date: _____

**EMPLOYER
CITY OF PORT ORANGE**

By: 
Allen Green, Mayor

ATTEST:

By: 
Robin L. Fenwick, CMC, City Clerk

Date: 7/14/15

Exhibit A

Sec. 54-48. - Contributions.

- (a) City contributions. For each employee who is not represented by a collective bargaining unit, the city shall contribute to the trust fund an amount equal to ten percent of the earnings, as defined, paid during each pay period. For each employee who is represented by a collective bargaining unit which has an agreement in effect between such unit and the city and does not participate in another retirement plan, the city shall contribute to the trust fund an amount equal to ten percent of the earnings, as defined, paid during each pay period. Provided, however, that as of each September 30, the total amount of nonvested forfeiture of account balances attributable to terminations of employment during the year just ended shall be determined, and that amount shall be used as set forth in subsection 54-49(b)(3) to pay expenses and offset the city's contribution otherwise required during the next subsequent city fiscal year. For allocation purposes, such forfeitures used to offset city contributions shall be treated in the same manner as are city contributions actually made.
- (b) Voluntary member contributions (nonmatching). Each employee may select a contribution rate of up to ten percent to be applied for purposes of making member contributions. The rate selected shall be applied to the member's basic earnings and the resulting contributions shall be made through payroll deduction for each regular payroll period.

Voluntary member contributions shall be fully vested and nonforfeitable at all times and subject to immediate distribution in the event of a member's death, disability, retirement or other termination of employment.

At any time, but not more frequently than once a fiscal year, a member may elect to withdraw from his account an amount not exceeding the total of his voluntary contributions credited to such account at the time of such withdrawal.

If a member has received a withdrawal from his account in a fiscal year, such member may request a second withdrawal from his account in the same fiscal year, provided that the total amount withdrawn does not exceed the total of his voluntary contributions credited to such account, and provided further that the request for the second withdrawal is for the purpose of a financial hardship, defined as follows:

- (1) Medical expenses incurred by the member or his spouse, children or dependents; or
- (2) Purchase, excluding mortgage payments, of a principal residence for the member; or
- (3) Financial expenses for the member's spouse, children or dependents; or
- (4) Payment of tuition for the next semester or quarter of postsecondary education for the member or his spouse, children or dependents; or

- (5) Need to prevent eviction of the member from his principal residence or foreclosure on the mortgage of the member's principal residence.

The request for withdrawal based on financial hardship shall be presented in writing for the board's approval.

A member who makes a second withdrawal of all or any part of his voluntary contributions will be considered to have discontinued further voluntary contributions effective on the date of his withdrawal request. Such member cannot make voluntary contributions until October 1, January 1, April 1 or July 1 following one year from the date of the member's second withdrawal request.

As of October 1, January 1, April 1 and July 1, a member may select a new contribution rate subject to the general rules and procedures established by the board, provided such new election is in writing on forms prescribed by the board. Members may not make separate nonregular contributions to the system. If at any time a member should wish to cease making voluntary contributions, a written request must be presented for the board's approval.

- (c) Voluntary member contributions (matching). Each employee may select a contribution rate of up to six percent (in one-percent increments) to be applied for purposes of making member contributions which will receive a matching city contribution of one-half percent for each one percent elected by the member. The maximum city contribution will be three percent. Any amount contributed to this account by the member must be deducted from the amount elected under subsection (b) above such that the total voluntary member contributions under both subsections (b) and (c) cannot exceed ten percent of the member's gross pay.

Voluntary member contributions under the provisions of this section shall be fully vested and nonforfeitable at all times and subject to immediate distribution in the event of a member's death, disability, retirement or other termination of employment. Such contributions shall not be subject to withdrawal under any other conditions. Specifically, these funds are exempt from the withdrawal provisions of voluntary member contributions in subsection (b).

Contributions under the provisions of this section shall also apply to members who have elected to participate in the ICMA-RC 457 Plan as provided under subsection 54-47(d) and subsections 54-56(f) and (g). Members who elect this option for contributions, shall be required to comply with subsection 54-48(b) as for selection of new contribution rates the same as for all other members.

Exhibit B

(4)^(u)(a) On or after July 1, 2011, a unit of government that enters into a contract or employment agreement, or renewal or renegotiation of an existing contract or employment agreement, that contains a provision for severance pay with an officer, agent, employee, or contractor must include the following provisions in the contract:

1. A requirement that severance pay provided may not exceed an amount greater than 20 weeks of compensation.
2. A prohibition of provision of severance pay when the officer, agent, employee, or contractor has been fired for misconduct, as defined in s. 443.036(29), by the unit of government.

AMENDMENT NO. 1 TO EMPLOYMENT AGREEMENT

This Amendment No. 1 to Employment Agreement dated July 14, 2015 is made and entered into the day and year set forth hereafter, by and between the City of Port Orange, Florida, a chartered municipal corporation (hereinafter the "Employer" or the "City") and Michael H. Johansson (hereinafter the "Employee"), both of whom shall constitute the Parties and who agree as follows:

Whereas, the Parties desire to amend the Employment Agreement as set forth hereafter.

1. Section 1 of the Employment Agreement is hereby amended to read as follows:

This Agreement shall remain in full force and effect for the employment commencing on August 13, 2015 until terminated by the Employer or Employee as provided in Section 11 of this Agreement subject to a voluntary resignation as provided in Section 13.

2. Section 3 of the Employment Agreement is hereby amended to read as follows:

Base Salary: Employer agrees to pay Employee weekly in the amount of Two Thousand Six Hundred Ninety-Two and 31/100 Dollars (\$2,692.31), subject to withholding and payroll tax deductions. The first partial week of employment shall be prorated in the amount of (\$1,615.39). Employee has agreed to attend the Florida League of Cities Conference commencing on August 13-15, 2015 in Orlando, Florida and the three (3) days of conference attendance shall be treated as workdays.

3. All other terms and provisions of the Employment Agreement shall remain in full force and effect, except as modified herein.

In Witness hereof the Parties have executed this Amendment No. 1 to Employment Agreement.

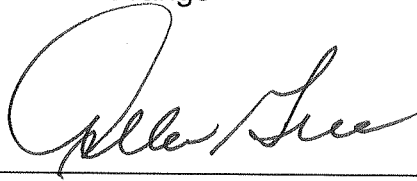
Employee



Michael H. Johansson

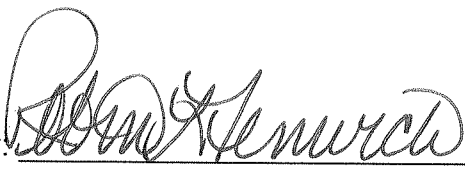
Date: 8.18.2015

Employer
City of Port Orange

By: 
Allen Green, Mayor

Date: 8/4/15

Attest:

By: 
Robin L. Fenwick, CMC, City Clerk

AMENDMENT NO. 2 TO EMPLOYMENT AGREEMENT

This Amendment No. 2 to Employment Agreement dated July 14, 2015 and amended on August 18, 2015 is made and entered into the day and year set forth hereafter, by and between the City of Port Orange, Florida, a chartered municipal corporation (hereinafter the "Employer" or the "City") and Michael H. Johansson (hereinafter the "Employee"), both of whom shall constitute the Parties and who agree as follows:

Whereas, the Parties desire to amend the Employment Agreement as set forth hereafter.

1. Section 3 of the Employment Agreement is hereby amended to read as follows:

Base Salary: Employer agrees to pay Employee bi-weekly in the amount of Five Thousand Seven Hundred Six and 62/100 Dollars (\$5,706.62), subject to withholding and payroll tax deductions.

2. Section 10 of the Employment Agreement is hereby amended to read as follows:

A. Employee declines enrollment and shall not be insured for the following: health/medical and dental insurance coverage. Employee shall be enrolled in life, accidental death and dismemberment insurance coverage in the amount of 3 times the Employee's annual salary for each line of coverage not to exceed \$300,000.

3. All other terms and provisions of the Employment Agreement shall remain in full force and effect, except as modified herein.

4. Notwithstanding the date of execution, Amendment No. 2 shall become effective October 1, 2018.

In Witness hereof the Parties have executed this Amendment No. 2 to Employment Agreement.

Employee

By: M.H.J.
M. H. Johansson, City Manager

Date: 10/2/18

Employer
City of Port Orange

By: [Signature]
Donald O. Burnette, Mayor

Date: 10/2/18

Attest:

By: [Signature]
Robin L. Fenwick, CMC, City Clerk

